



Agenda
Prosper Town Council Meeting
Prosper Town Hall, Council Chambers
250 W. First Street, Prosper, Texas
Tuesday, August 27, 2024
6:15 PM

Welcome to the Prosper Town Council Meeting.

Citizens may watch the meeting live by using the following link: www.prospertx.gov/livemeetings

Addressing the Town Council:

Those wishing to address the Town Council must complete the Public Comment Request Form located on the Town's website or in the Council Chambers.

If you are attending in person, please submit this form to the Town Secretary or the person recording the minutes for the Board/Commission prior to the meeting. When called upon, please come to the podium, and state your name and address for the record.

If you are watching online, please submit this form to the Town Secretary prior to 4:00 p.m. on the day of the meeting in order for your comments to be read into the record. The Town assumes no responsibility for technical issues beyond our control.

In compliance with the Texas Open Meetings Act, the Town Council/Board/Commission may not deliberate or vote on any matter that does not appear on the agenda. The Council/Board/Commission, however, may provide statements of fact regarding the topic, request the topic be included as part of a future meeting, and/or refer the topic to Town staff for further assistance.

Citizens and other visitors attending Town Council meetings shall observe the same rules of propriety, decorum, and good conduct applicable to members of the Town Council. Any person making personal, impertinent, profane or slanderous remarks or who becomes boisterous while addressing the Town Council or while attending the meeting shall be removed from the room, if so directed by the Mayor or presiding officer, and the person shall be barred from further audience before the Town Council during that session. Disruption of a public meeting could constitute a violation of Section 42.05 of the Texas Penal Code.

Call to Order/ Roll Call.

Invocation, Pledge of Allegiance and Pledge to the Texas Flag.

Announcements of recent and upcoming events.

CONSENT AGENDA:

Items placed on the Consent Agenda are considered routine in nature and non-controversial. The Consent Agenda can be acted upon in one motion. Items may be removed from the Consent Agenda by the request of Council Members or staff.

1. Consider and act upon the minutes from the August 13, 2024, Town Council Regular meeting. (MLS)
2. Consider and act upon the minutes from the August 20, 2024, Town Council Special meeting. (MLS)

- [3.](#) Consider and act upon the minutes from the August 22, 2024, Town Council Special meeting. (MLS)
- [4.](#) Consider and act upon a resolution approving a negotiated settlement between the Atmos Cities Steering Committee (ACSC) and Atmos Energy Corporation, Mid-Tex Division regarding the company's 2024 rate review request. (CL)
- [5.](#) Consider and act upon approval of an estimated total spend of \$142,660 for various annual operational purchases for the Information Technology Department during FY 2024 from SHI Government Solutions, Inc. (LJ)
- [6.](#) Consider and act upon approving the purchase of additional CAD/RMS licenses associated with new positions in the amount of \$72,855 from ICS Public Safety and authorizing the Town Manager to execute documents for the same. (LJ)
- [7.](#) Consider and act upon approval of Amendment Eighteen to the Interlocal Agreements between Collin County and the Town of Prosper for Animal Sheltering Services and Animal Control Services; and authorizing the Town Manager to execute the same. (DH)
- [8.](#) Consider and act upon authorizing the Town Manager to execute a Professional Engineering Services Agreement between Halff Associates, Inc., and the Town of Prosper, Texas, related to the design of the Prosper Trail (Coit-Custer) – 2 WB Lanes project for \$763,000. (PA)
- [9.](#) Consider and act upon authorizing the Town Manager to execute a Wastewater Line Construction Costs Reimbursement Agreement between H-E-B, LP, and the Town of Prosper, Texas, related to the construction of a portion of the Upper Doe Branch Wastewater Line on the H-E-B property for \$186,996. (HW)
- [10.](#) Consider and act upon authorizing the Town Manager to execute an amendment to a Professional Services Agreement with Peak Program Value, LLC, for additional project control services related to the development of Raymond Community Park in the amount of \$64,390. (DB)
- [11.](#) Consider and act upon approval of an amendment to a Professional Services Agreement with Dunaway Associates, LLC, for additional design and construction administration services related to the development of Raymond Community Park in the amount of \$61,000. (DB)

CITIZEN COMMENTS

The public is invited to address the Council on any topic. However, the Council is unable to discuss or take action on any topic not listed on this agenda. Please complete a "Public Comment Request Form" and present it to the Town Secretary prior to the meeting. Please limit your comments to three minutes. If multiple individuals wish to speak on a topic, they may yield their three minutes to one individual appointed to speak on their behalf. All individuals yielding their time must be present at the meeting, and the appointed individual will be limited to a total of 15 minutes.

REGULAR AGENDA:

Pursuant to Section 551.007 of the Texas Government Code, individuals wishing to address the Council for items listed as public hearings will be recognized when the public hearing is opened. [If you wish to address the Council, please fill out a "Public Comment Request Form" and present it to the Town Secretary, preferably before the meeting begins.]

Items for Individual Consideration:

- [12.](#) Conduct a public hearing to consider and act upon an ordinance amending Article 2, Division 13 – Multifamily District; Article 4, Division 4, Section 4.4.3 – Non-Residential and Multifamily Parking Provisions; and Article 4, Division 8 - Non-Residential & Multifamily Design and Development of the Town of Prosper Zoning Ordinance to modify Multifamily development standards. (ZONE-24-0019) (DH)
- [13.](#) Consider and act upon the approval of a budget transfer in the amount of \$2,007,000 to amend Raymond Community Park GMP 2 to construct an irrigation well, expand the park irrigation system, and fund additional prioritized bid alternate items. (DB)
14. Discuss and consider Town Council Subcommittee reports. (DFB)

Possibly direct Town staff to schedule topic(s) for discussion at a future meeting.

EXECUTIVE SESSION:

Recess into Closed Session in compliance with Section 551.001 et seq. Texas Government Code, as authorized by the Texas Open Meetings Act, to deliberate regarding:

Section 551.087 – To discuss and consider economic development incentives and all matters incident and related thereto.

Section 551.072 – To discuss and consider the purchase, exchange, lease, or value of real property for municipal purposes and all matters incident and related thereto.

Section 551.074 – To discuss and consider personnel matters and all matters incident and related thereto.

Section 551.089 - Deliberation of security information collected, assembled, or maintained by or for a governmental entity to prevent, detect, or investigate criminal activity, pursuant to Section 2059.055 of the Texas Government Code, and all matters incident and related thereto.

Section 551.071 - To consult with the Town Attorney regarding BFS Real Estate LLC, et al., v. Town of Prosper, et al., pending in the 471st Judicial District Court of Collin County, Texas, and all matters incident and related thereto; and discuss and consider anticipated litigation regarding contractual obligations.

Section 551.074 - To discuss appointments to the Board of Adjustment/Construction Board of Appeals, Parks & Recreation Board, Library Board, Prosper Economic Development Corporation Board, Planning & Zoning Commission, Community Engagement Committee, Downtown Advisory Committee, and the Bond Committee, and all matters incident and related thereto.

Reconvene in Regular Session and take any action necessary as a result of the Closed Session.

Adjourn.

CERTIFICATION

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted at Prosper Town Hall, located at 250 W. First Street, Prosper, Texas 75078, a place convenient and readily accessible to the general public at all times, and said Notice was posted by 5:00 p.m., on Friday, August 23, 2024, and remained so posted at least 72 hours before said meeting was convened.

Michelle Lewis Sirianni, Town Secretary

Date Notice Removed

Pursuant to Section 551.071 of the Texas Government Code, the Town Council reserves the right to consult in closed session with its attorney and to receive legal advice regarding any item listed on this agenda.

NOTICE

Pursuant to Town of Prosper Ordinance No. 13-63, all speakers other than Town of Prosper staff are limited to three (3) minutes per person, per item, which may be extended for an additional two (2) minutes with approval of a majority vote of the Town Council.

NOTICE OF ASSISTANCE AT PUBLIC MEETINGS: The Prosper Town Council meetings are wheelchair accessible. For special services or assistance, please contact the Town Secretary's Office at (972) 569-1073 at least 48 hours prior to the meeting time.



MINUTES
Prosper Town Council Meeting
Prosper Town Hall, Council Chambers
250 W. First Street, Prosper, Texas
Tuesday, August 13, 2024

Call to Order/ Roll Call.

The meeting was called to order at 6:15 p.m.

Council Members Present:

- Mayor David F. Bristol
- Mayor Pro-Tem Marcus E. Ray
- Deputy Mayor Pro-Tem Amy Bartley
- Councilmember Chris Kern
- Councilmember Jeff Hodges
- Councilmember Cameron Reeves

Council Members Absent:

- Councilmember Craig Andres

Staff Members Present:

- Mario Canizares, Town Manager
- Terry Welch, Town Attorney
- Michelle Lewis Sirianni, Town Secretary
- Bob Scott, Deputy Town Manager
- Chuck Ewings, Assistant Town Manager
- Robyn Battle, Executive Director
- Chris Landrum, Finance Director
- Whitney Rehm, Budget Officer and Grants Administrator
- David Hoover, Development Services Director
- Suzanne Porter, Planning Manager
- Hulon Webb, Engineering Director
- Pete Anaya, Assistant Director of Engineering/Capital Projects
- Dan Baker, Parks and Recreation Director
- Mary Ann Moon, Economic Development Director
- Todd Rice, Communications Director
- Doug Kowalski, Police Chief
- Stuart Blasingame, Fire Chief

Invocation, Pledge of Allegiance and Pledge to the Texas Flag.

Joshua Reeves with The Cause Church led the invocation. The Pledge of Allegiance and the Pledge to the Texas Flag were recited.

Announcements of recent and upcoming events.

Councilmember Reeves made the following announcements:

Residents are invited to attend a public meeting on Tuesday, August 27 at 6:30 p.m. at Christie Elementary School regarding the proposed reconstruction and widening of Parvin Road from FM 1385 to the Dallas Parkway South at the DNT. Visit prospertx.gov for more information including how to submit public comments.

Join us for a public Town Hall meeting regarding the fiscal year 2024-2025 Preliminary Budget on Thursday, August 29 at 6:00 p.m. in the Council Chambers. Town staff will provide a presentation and be available for questions. Those unable to attend may watch live at prospertx.gov/livemeetings.

The Prosper Community Library seeks feedback for the 2024 Master Library Plan. Residents are encouraged to take a few moments to complete a survey and share their insights. A link to complete the survey may be accessed on the homepage of the Town's website.

Tickets for Freedom Fest with Coffey Anderson are now available for the Saturday, September 7 event in Downtown Prosper. General Admission is free, but tickets must be reserved in advance. VIP tickets are also available for purchase for those who would like to enjoy premium seating, exclusive amenities, and VIP parking access. Visit prospertx.gov for more information.

The Prosper Economic Development Corporation is hosting the next Prosper Exchange on Thursday, September 19 at 6:00 p.m. The topic "The Role of Educational Policy" will explore vital issues facing the public education system. There is no fee to attend, but residents are asked to register by visiting prosperedc.com.

CONSENT AGENDA:

Items placed on the Consent Agenda are considered routine in nature and non-controversial. The Consent Agenda can be acted upon in one motion. Items may be removed from the Consent Agenda at the request of Council Members or staff.

1. **Consider and act upon the minutes from the July 23, 2024, Town Council Work Session meeting. (MLS)**
2. **Consider and act upon the minutes from the July 23, 2024, Town Council Regular meeting. (MLS)**
3. **Consider and act upon the minutes from the July 30, 2024, Town Council Work Session meeting. (MLS)**
4. **Receive the Quarterly Investment Report for June 30, 2024. (CL)**
5. **Consider and act upon authorizing the Town Manager to execute an audit engagement letter between Weaver and Tidwell, L.L.P., and the Town of Prosper, Texas, related to the fiscal year 2024 annual audit. (CL)**
6. **Consider and act upon Ordinance 2024-52 amending the Fee Schedule for Emergency Medical Services (EMS) rates. (SB)**
7. **Consider and act upon authorizing the Town Manager to execute documents for the emergency repairs of water supply pumps by Global Pump Solutions LLC estimated not to exceed \$150,000. (CJ)**
8. **Consider and act upon authorizing the Town Manager to approve \$600,000 in expenditures under the existing contract with WOPAC Construction, Inc., (WOPAC) Bid No. 2019-53-A, for miscellaneous concrete replacement and repair services. (CJ)**
9. **Consider and act upon authorizing the Town Manager to execute a Professional Services Agreement between Geotex Engineering LLC, and the Town of Prosper,**

Texas, related to professional construction materials testing and observation services for the Prosper Lower Pressure Plane Phase 2A project for \$102,820. (PA)

10. Consider and act upon Ordinance 2024-53 amending Section 3.14.012(2)(H) of the Town's Code of Ordinances as it relates to Political Signs. (MLS)
11. Consider and act upon Ordinance 2024-54 amending Chapter 1, "General Provisions," of the Town of Prosper Code of Ordinances by adopting a new Article 1.11, "Downtown Prosper Entertainment District." (DH)
12. Consider and act upon Ordinance 2024-55 amending Chapter 6, "Health and Sanitation," of the Town of Prosper Code of Ordinances by amending the definitions of Article 6.03, "Maintenance of Property," and adding new Subsections (c) and (d) to Section 6.03.002, "Regulation of Weeds, Rubbish, Brush, and Other Objectionable, Unsightly, or Unsanitary Matter." (DH)
13. Consider and act upon whether to direct staff to submit a written notice of appeals on behalf of the Town Council to the Development Services Department, pursuant to Chapter 4, Section 1.5(C)(7) and 1.6(B)(7) of the Town's Zoning Ordinance, regarding action taken by the Planning & Zoning Commission on Preliminary Site Plans and Site Plans. (DH)

Deputy Mayor Pro-Tem Bartley requested to pull items 13-1 and 13-5.

Mayor Bristol requested to pull item 8.

Deputy Mayor Pro-Tem Bartley motioned to approve consent agenda items 1 through 7, 9 through 12, and 13-2 through 13-4. Councilmember Reeves seconded the motion. Motion carried with a 6-0 vote.

Item 13-5: Deputy Mayor Pro-Tem Bartley asked if the applicant would be willing to enter into a Development Agreement with the Town and exclude non-family-friendly uses, which would stay with the property if they should ever leave. Mr. Cobb, the applicant agreed to the request.

Deputy Mayor Pro-Tem Bartley motioned to approve item 13-5 and authorize the Town Manager to execute a Development Agreement for the business on the property. Councilmember Hodges seconded the motion. Motion carried with a 6-0 vote.

Item 13-1: Deputy Mayor Pro-Tem Bartley asked if the stormwater detention was wet or dry and if it would be included in Phase I or Phase II, the masonry wall along the property line, and if the applicant was aware of the maintenance requirements to maintain the landscaping. Mr. Hoover noted the plan for the detention would be in Phase I.

Deputy Mayor Pro-Tem Bartley motioned to approve item 13-1. Councilmember Reeves seconded the motion. Motion carried with a 6-0 vote.

Item 8: Mayor Bristol noted that part of the concrete replacement included the Police Department parking lot expansion.

Mayor Pro-Tem Ray motion to approve item 8. Deputy Mayor Pro-Tem Bartley seconded the motion. Motion carried with a 6-0 vote.

CITIZEN COMMENTS

No comments were made.

Items for Individual Consideration:

- 14. Consider and act upon a request for the removal of a historic tree on Wandering Creek, Phase 1, on 48.9± acres, located on the south side of First Street and 335± feet east of Wildcat Way. (DH)**

Mr. Hoover introduced the item noting per the Town's Zoning Ordinance, a tree exceeding a 40-caliper inch diameter is classified as a historic tree, and requires the Council to approve a removal request. It was determined by an Arborist that the tree would not survive after infrastructure was done in the subdivision. Therefore, the developer has requested to pay the fee in lieu of replanting trees.

The Town Council discussed the options presented and possible costs associated with replanting the number of required trees versus paying the fee, and if the Town accepted the fee where those monies could be allocated.

Councilmember Reeves motioned to approve a request for the removal of a historic tree on Wandering Creek, Phase 1, on 48.9± acres, located on the south side of First Street and 335± feet east of Wildcat Way. Councilmember Hodges seconded the motion. Motion carried with a 6-0 vote.

- 15. Consider and act upon a request for the removal of a historic tree on Legacy Gardens, Phases 3-4, on 136.1± acres, located on the southwest corner of Shawnee Trail and Frontier Parkway. (DH)**

Mr. Hoover introduced the item noting the tree's growth interferes with existing power lines and the historic tree is in the future right-of-way for Frontier Parkway. Eventually, the tree would be removed due to the anticipated expansion of the major thoroughfare. For all these reasons, it has been determined that the historic tree will not survive over time. The developer is requesting to pay the fee in lieu of replanting trees.

Councilmember Hodges motioned to approve a request for the removal of a historic tree on Legacy Gardens, Phases 3-4, on 136.1± acres, located on the southwest corner of Shawnee Trail and Frontier Parkway. Councilmember Kern seconded the motion. Motion carried with a 6-0 vote.

- 16. Consider and act upon authorizing the Town Manager to execute a Professional Service Agreement between Freese and Nichols, Inc., and the Town of Prosper, Texas, related to the creation of a Unified Development Code for an amount not to exceed \$342,842. (DH)**

Mr. Hoover introduced the item outlining the purpose of a Unified Development Code. The document would also include updates to existing ordinances and the overlay districts for Downtown and Dallas North Tollway. The process to complete will take approximately six months.

The Town Council discussed the cost associated with the project and how often updates would be needed. Requests for a work session regarding the overlay districts were noted.

Deputy Mayor Pro-Tem Bartley motioned to approve authorizing the Town Manager to execute a Professional Service Agreement between Freese and Nichols, Inc., and the Town of Prosper, Texas, related to the creation of a Unified Development Code for an amount not to exceed \$342,842. Mayor Pro-Tem Ray seconded the motion. Motion carried with a 6-0 vote.

17. Discuss and consider the submission of the Preliminary Fiscal Year 2024-2025 Budget. (CL)

Mr. Landrum presented an overview of the preliminary budget including key revenue drivers, personnel and compensation, General Fund additions, debt service fund, and capital projects and its dedicated funding source.

The Town Council commented on the market study, debt issuance, and funding for the capital improvement projects.

18. Consider and act upon Ordinance 2024-56 establishing the tax year 2024 Certified Appraisal Roll. (CL)

Mr. Landrum introduced the item providing historical property valuation data. Once approved, the Town may begin collecting for the tax year 2024 tax levy. These funds are used to cover operating and maintenance expenses, as well as debt service.

Deputy Mayor Pro-Tem Bartley motion to approve Ordinance 2024-56 establishing the tax year 2024 Certified Appraisal Roll. Councilmember Kern seconded the motion. Motion carried with a 6-0 vote.

19. Consider and act upon accepting submission of the tax year 2024, fiscal year 2024-2025, no-new-revenue tax rate of \$0.466941 per \$100 taxable value, voter-approval tax rate of \$0.522075 per \$100 taxable value, and preliminary property tax rate of \$0.505000 per \$100 taxable value. (CL)

Mr. Landrum introduced the item stating the no-new-revenue tax rate compares like property year over year. The voter-approval tax rate is split into two separate components: an operating and maintenance rate and a debt rate. The voter-approval rate calculation allows municipalities to raise 3.5 percent of the prior year's operating and maintenance money, plus the necessary debt rate. It was noted one public hearing would be required due to the preliminary tax rate being higher than the no-new-revenue tax rate.

Councilmember Hodges motioned to approve accepting submission of the tax year 2024, fiscal year 2024-2025, no-new-revenue tax rate of \$0.466941 per \$100 taxable value, voter-approval tax rate of \$0.522075 per \$100 taxable value, and preliminary property tax rate of \$0.505000 per \$100 taxable value. Councilmember Kern seconded the motion. Motion carried with a 6-0 vote.

20. Consider and act upon a proposed fiscal year 2024-2025 Property Tax Rate. (CL)

Mr. Landrum introduced the item providing historical property tax rate data and benchmarking pointing out the Town's efforts to lower the tax rate. The Town is required to hold one public hearing and publish a notice in a local newspaper. It was noted that the rate the Town finally adopts can be lower than the proposed and published tax rate, but it cannot exceed it.

Mayor Pro-Tem Ray motioned to place a proposal to adopt a fiscal year 2024-2025 tax rate of fifty and a half cents (\$0.505) per one hundred dollars (\$100) of valuation on the September 10, 2024, Town Council agenda. Councilmember Hodges seconded the motion.

Councilmember Kern – In Favor
 Mayor Pro-Tem Ray – In Favor
 Mayor Bristol – In Favor
 Deputy Mayor Pro-Tem Bartley – In Favor
 Councilmember Hodges – In Favor
 Councilmember Reeves – In Favor

Motion carried with a 6-0 vote.

21. Consider and act upon scheduling a public hearing on the fiscal year 2024-2025 Proposed Budget. (CL)

Mr. Landrum stated this agenda item is setting the public hearing for the proposed budget at the September 10 Town Council meeting.

Councilmember Kern motioned to schedule a public hearing on the fiscal year 2024-2025 Proposed Budget for September 10, 2024, at 6:15 p.m., with the meeting taking place in the Council Chambers of Prosper Town Hall, located at 250 W First St, Prosper, TX. Councilmember Reeves seconded the motion. Motion carried with a 6-0 vote.

22. Consider and act upon scheduling a public hearing on the proposed fiscal year 2024-2025 tax rate. (CL)

Mr. Landrum stated this agenda item is setting the public hearing for the proposed tax rate at the September 10 Town Council meeting.

Councilmember Reeves motioned to set the public hearing on the proposed tax rate for September 10, 2024, at 6:15 p.m., with the meeting taking place in the Council Chambers of Prosper Town Hall, located at 250 W. First St, Prosper, TX. Councilmember Hodges seconded the motion. Motion carried with a 6-0 vote.

23. Discuss and consider Town Council Subcommittee reports. (DFB)

Downtown Advisory Committee: Mayor Pro-Tem Ray noted the committee discussed and reviewed revised versions of the proposed monumentation for downtown, and associated projects.

CIP Subcommittee: Deputy Mayor Pro-Tem Bartley noted that they discussed the projects noted in the preliminary budget and will meet again to discuss allocating projects to funds allocated in the Capital Dedicated Fund.

Community Engagement Committee: Councilmember Hodges commented they discussed upcoming events including Celebrate Prosper and Freedom Fest. Mayor Pro-Tem Ray noted they also discussed setting up push notifications through the mobile app.

Possibly direct Town staff to schedule topic(s) for discussion at a future meeting.

No comments were made.

EXECUTIVE SESSION:

Recess into Closed Session in compliance with Section 551.001 et seq. Texas Government Code, as authorized by the Texas Open Meetings Act, to deliberate regarding:

Section 551.087 – To discuss and consider economic development incentives and all matters incident and related thereto.

Section 551.072 – To discuss and consider the purchase, exchange, lease, or value of real property for municipal purposes and all matters incident and related thereto.

Section 551.074 – To discuss and consider personnel matters and all matters incident and related thereto.

Section 551.071 - To consult with the Town Attorney regarding BFS Real Estate LLC, et al., v. Town of Prosper, et al., pending in the 471st Judicial District Court of Collin County, Texas, and all matters incident and related thereto; and discuss and consider anticipated litigation regarding contractual obligations.

Section 551.074 - To discuss appointments to the Board of Adjustment/Construction Board of Appeals, Parks & Recreation Board, Library Board, Prosper Economic Development Corporation Board, Planning & Zoning Commission, Community Engagement Committee, and the Downtown Advisory Committee, and all matters incident and related thereto.

The Town Council recessed into Executive Session at 7:57 p.m.

Reconvene in Regular Session and take any action necessary as a result of the Closed Session.

The Town Council reconvened into Regular Session at 9:31 p.m.

No action was taken.

Adjourn.

The meeting was adjourned at 9:31 p.m.

These minutes were approved on the 27th day of August 2024.

APPROVED:

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary



MINUTES

Item 2.

Prosper Town Council Special Meeting
Prosper Town Hall – Community Room
250 W. First Street, Prosper, Texas
Tuesday, August 20, 2024

Call to Order/ Roll Call.

The meeting was called to order at 5:30 p.m.

Council Members Present:

Mayor David F. Bristol
Deputy Mayor Pro-Tem Amy Bartley
Councilmember Craig Andres
Councilmember Chris Kern
Councilmember Jeff Hodges

Council Members Absent:

Mayor Pro-Tem Marcus E. Ray
Councilmember Cameron Reeves

Staff Members Present:

Michelle Lewis Sirianni, Town Secretary

EXECUTIVE SESSION:

Recess into Closed Session in compliance with Section 551.001 et seq. Texas Government Code, as authorized by the Texas Open Meetings Act, to deliberate regarding:

Section 551.074 - To conduct interviews for positions on the Town's Board & Commissions.

The Town Council recessed into Executive Session at 5:31 p.m.

Reconvene in Regular Session and take any action necessary as a result of the Closed Session.

The Town Council reconvened into Regular Session at 9:18 p.m.

No action was taken.

Adjourn.

The meeting was adjourned at 9:19 p.m.

These minutes were approved on the 27th day of August 2024.

APPROVED:

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary

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MINUTES

Item 3.

Prosper Town Council Special Meeting
Prosper Town Hall – Community Room
250 W. First Street, Prosper, Texas
Thursday, August 22, 2024

Call to Order/ Roll Call.

The meeting was called to order at 5:30 p.m.

Council Members Present:

- Mayor David F. Bristol
- Mayor Pro-Tem Marcus E. Ray
- Deputy Mayor Pro-Tem Amy Bartley
- Councilmember Craig Andres
- Councilmember Chris Kern
- Councilmember Jeff Hodges
- Councilmember Cameron Reeves

Staff Members Present:

Michelle Lewis Sirianni, Town Secretary

EXECUTIVE SESSION:

Recess into Closed Session in compliance with Section 551.001 et seq. Texas Government Code, as authorized by the Texas Open Meetings Act, to deliberate regarding:

Section 551.074 - To conduct interviews for positions on the Town's Board & Commissions.

The Town Council recessed into Executive Session at 5:31 p.m.

Reconvene in Regular Session and take any action necessary as a result of the Closed Session.

The Town Council reconvened into Regular Session at 7:42 p.m.

No action was taken.

Adjourn.

The meeting was adjourned at 7:43 p.m.

These minutes were approved on the 27th day of August 2024.

APPROVED:

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary



FINANCE

To: Mayor and Town Council

From: Chris Landrum, Finance Director

Through: Mario Canizares, Town Manager
Bob Scott, Deputy Town Manager

Re: Atmos Rate Settlement

Town Council Meeting – August 27, 2024

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon a resolution approving a negotiated settlement between the Atmos Cities Steering Committee (ACSC) and Atmos Energy Corporation, Mid-Tex Division regarding the company's 2024 rate review request.

Description of Agenda Item:

The Town and 181 other Mid-Texas cities served by Atmos Energy Corporation, Mid-Tex Division ("Atmos Mid-Tex" or "Company"), are members of the Atmos Cities Steering Committee ("ACSC"). In 2007, ACSC and Atmos Mid-Tex settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism ("RRM"), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by ACSC members in 2018. On or about April 1, 2024, the Company filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The Company claimed that its cost-of-service in a test year ending December 31, 2023, entitled it to additional system-wide revenues of \$196.8 million.

Application of the standards set forth in ACSC's RRM Tariff reduces the Company's request to \$182.5 million, \$132.6 million of which would be applicable to ACSC members. After reviewing the filing and conducting discovery, ACSC's consultants concluded that the system-wide deficiency under the RRM regime should be \$149.6 million instead of the claimed \$182.5 million.

After several settlement meetings, the parties have agreed to settle the case for \$164.7 million. This is a reduction of \$32.1 million to the Company's initial request. This includes payment of ACSC's expenses. The Effective Date for new rates is October 1, 2024.

Budget Impact:

There is no budgetary impact affiliated with this item.

Legal Obligations and Review:

Thomas Brocato, ACSC's general counsel prepared the attached resolution. Terrence Welch of Brown & Hoffmeister, L.L.P. has reviewed the resolution as to form and legality.

Attached Documents:

1. Resolution
2. CY 23 MTX RRM-Tariffs
3. CY 23 MTX RRM-Pension Benchmark
4. CY 23 MTX RRM-Average Bill

Town Staff Recommendation:

Town Staff recommends that the Town Council approve the resolution approving a negotiated settlement between the Atmos Cities Steering Committee (ACSC) and Atmos Energy Corporation, Mid-Tex Division regarding the company's 2024 rate review request.

Proposed Motion:

I move to approve the resolution approving a negotiated settlement between the Atmos Cities Steering Committee (ACSC) and Atmos Energy Corporation, Mid-Tex Division regarding the company's 2024 rate review request.

TOWN OF PROSPER, TEXAS

RESOLUTION NO. 2024-XX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY’S 2024 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHMENT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE ACSC’S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE ACSC’S LEGAL COUNSEL.

WHEREAS, the Town of Prosper, Texas (“Town”) is a gas utility customer of Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), and a regulatory authority with an interest in the rates, charges, and services of Atmos Mid-Tex; and

WHEREAS, the Town is a member of the Atmos Cities Steering Committee (“ACSC”), a coalition of similarly-situated cities served by Atmos Mid-Tex (“ACSC Cities”) that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program (“GRIP”) process instituted by the Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, the current RRM tariff was adopted by the Town in a rate ordinance in 2018; and

WHEREAS, on about April 1, 2024, Atmos Mid-Tex filed its 2024 RRM rate request with ACSC Cities based on a test year ending December 31, 2023; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2024 RRM filing through its Executive Committee, assisted by ACSC’s attorneys and consultants, to resolve issues identified in the Company’s RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC’s counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$164.7 million on a system-wide basis with an Effective Date of October 1, 2024; and

WHEREAS, ACSC agrees that Atmos’ plant-in-service is reasonable; and

WHEREAS, with the exception of approved plant-in-service, ACSC is not foreclosed from future reasonableness evaluation of costs associated with incidents related to gas leaks; and

WHEREAS, the attached tariffs (Attachment 1) implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Attachment 2); and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF PROSPER, TEXAS:

SECTION 1

That the findings set forth in this Resolution are hereby in all things approved.

SECTION 2

That, without prejudice to future litigation of any issue identified by ACSC, the City Council finds that the settled amount of an increase in revenues of \$164.7 million on a system-wide basis represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2024 RRM filing, is in the public interest, and is consistent with the Town's authority under Section 103.001 of the Texas Utilities Code.

SECTION 3

That despite finding Atmos Mid-Tex's plant-in-service to be reasonable, ACSC is not foreclosed in future cases from evaluating the reasonableness of costs associated with incidents involving leaks of natural gas.

SECTION 4

That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Attachment 1, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$164.7 million on a system-wide basis, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

SECTION 5

That the ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Attachment 2, attached hereto and incorporated herein.

SECTION 6

That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2024 RRM filing.

SECTION 7

That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Resolution, it is hereby repealed.

SECTION 8

That the meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

SECTION 9

That if any one or more sections or clauses of this Resolution is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

SECTION 10

That consistent with the City Ordinance that established the RRM process, this Resolution shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after October 1, 2024.

SECTION 11

That a copy of this Resolution shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Thomas Brocato, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE TOWN OF PROSPER, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 27TH DAY OF AUGUST, 2024.

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM:

Terrence S. Welch, Town Attorney

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	R – RESIDENTIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2024	

Application

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 22.95 per month
Rider CEE Surcharge	\$ 0.05 per month ¹
Total Customer Charge	\$ 23.00 per month
Commodity Charge – All <u>Ccf</u>	\$0.58974 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2024.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	C – COMMERCIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2024	

Application

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 81.75 per month
Rider CEE Surcharge	\$ 0.00 per month ¹
Total Customer Charge	\$ 81.75 per month
Commodity Charge – All Ccf	\$ 0.19033 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Presumption of Plant Protection Level

For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at mdtx-div-plantprotection@atmosenergy.com.

¹ Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2024.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2024	

Application

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 200 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 200 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 1,587.75 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.6553 per MMBtu
Next 3,500 MMBtu	\$ 0.4799 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.1029 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailement Overpull Fee

Upon notification by Company of an event of curtailement or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailement or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2024	

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

Presumption of Plant Protection Level

For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at mdtx-div-plantprotection@atmosenergy.com.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2024	

Application

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 1,587.75 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.6553 per MMBtu
Next 3,500 MMBtu	\$ 0.4799 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.1029 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Imbalance Fees

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2024	

Curtailement Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

A transportation agreement is required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2024	

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

- i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification
- $WNAF_i$ = Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Ccf
- R_i = Commodity Charge rate of temperature sensitive sales for the i^{th} schedule or classification.
- HSF_i = heat sensitive factor for the i^{th} schedule or classification divided by the average bill count in that class
- NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.
- ADD = billing cycle actual heating degree days.
- BL_i = base load sales for the i^{th} schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the j^{th} customer in i^{th} rate schedule is computed as:

$$WNA_i = WNAF_i \times q_{ij}$$

Where q_{ij} is the relevant sales quantity for the j^{th} customer in i^{th} rate schedule.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2024	

Base Use/Heat Use Factors

Weather Station	<u>Residential</u>		<u>Commercial</u>	
	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>
Abilene	9.52	0.1526	88.98	0.7485
Austin	8.87	0.1343	213.30	0.9142
Dallas	12.38	0.2024	185.59	1.0974
Waco	8.71	0.1219	130.62	0.7190
Wichita Falls	10.20	0.1394	117.78	0.6435

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at atmosenergy.com/mtx-wna, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

**ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2023**

Line No.	Description	Shared Services		Mid-Tex Direct			Adjustment Total
		Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Post-Employment Benefit Plan	Supplemental Executive Benefit Plan	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Proposed Benefits Benchmark - Fiscal Year 2024 Willis Towers Watson Report as adjusted	\$ 1,402,365	\$ (1,146,665)	\$ 2,186,549	\$ (4,070,086)	\$ 278,107	
2	Allocation Factor	45.93%	45.93%	82.00%	82.00%	100.00%	
3	Proposed Benefits Benchmark Costs Allocated to Mid-Tex (Ln 1 x Ln 2)	\$ 644,172	\$ (526,717)	\$ 1,792,929	\$ (3,337,394)	\$ 278,107	
4	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%	
5	Proposed Benefits Benchmark Costs to Approve (Ln 3 x Ln 4)	\$ 644,172	\$ (526,717)	\$ 1,792,929	\$ (3,337,394)	\$ 278,107	\$ (1,148,903)
6							
7	O&M Expense Factor (WP_F-2.3, Ln 2)	81.70%	81.70%	38.85%	38.85%	11.24%	
8							
9	Summary of Costs to Approve:						
10	Total Pension Account Plan	\$ 526,315		\$ 696,536			\$ 1,222,851
11	Total Post-Employment Benefit Plan		\$ (430,349)		\$ (1,296,547)		(1,726,896)
12	Total Supplemental Executive Benefit Plan					\$ 31,256	31,256
13	Total (Ln 10 + Ln 11 + Ln 12)	\$ 526,315	\$ (430,349)	\$ 696,536	\$ (1,296,547)	\$ 31,256	\$ (472,789)

**ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2023**

Line No.	Description	Current	Proposed	Change	
				Amount	Percent
	(a)	(b)	(c)	(d)	(e)
1	Rate R @ 42.8 Ccf				
2	Customer charge	\$ 22.25			
3	Consumption charge	42.8 CCF X \$ 0.48567 = 20.79			
4	Rider GCR Part A	42.8 CCF X \$ 0.27958 = 11.97			
5	Rider GCR Part B	42.8 CCF X \$ 0.47494 = 20.33			
6	Subtotal	\$ 75.34			
7	Rider FF & Rider TAX	\$ 75.34 X 0.07196 = 5.42			
8	Total	\$ 80.76			
9					
10	Customer charge		\$ 22.95		
11	Consumption charge	42.8 CCF X \$ 0.58974 = 25.24			
12	Rider GCR Part A	42.8 CCF X \$ 0.27958 = 11.97			
13	Rider GCR Part B	42.8 CCF X \$ 0.47494 = 20.33			
14	Subtotal		\$ 80.49		
15	Rider FF & Rider TAX	\$ 80.49 X 0.07196 = 5.79			
16	Total		\$ 86.28	\$ 5.52	6.84%
17					

**ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2023**

Line No.	Description	Current	Proposed	Change	
				Amount	Percent
	(a)	(b)	(c)	(d)	(e)
18	Rate C @ 363.6 Ccf				
19	Customer charge	\$ 72.00			
20	Consumption charge	363.6 CCF X \$ 0.18280 =	66.47		
21	Rider GCR Part A	363.6 CCF X \$ 0.27958 =	101.67		
22	Rider GCR Part B	363.6 CCF X \$ 0.33806 =	122.93		
23	Subtotal		\$ 363.07		
24	Rider FF & Rider TAX	\$ 363.07 X 0.07196 =	26.13		
25	Total		\$ 389.20		
26					
27	Customer charge		\$ 81.75		
28	Consumption charge	363.6 CCF X \$ 0.19033 =	69.21		
29	Rider GCR Part A	363.6 CCF X \$ 0.27958 =	101.67		
30	Rider GCR Part B	363.6 CCF X \$ 0.33806 =	122.93		
31	Subtotal		\$ 375.56		
32	Rider FF & Rider TAX	\$ 375.56 X 0.07196 =	27.03		
33	Total		\$ 402.59	\$ 13.39	3.44%
34					

**ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2023**

Line No.	Description	Current	Proposed	Change	
				Amount	Percent
	(a)	(b)	(c)	(d)	(e)
35	Rate I @ 1335 MMBTU				
36	Customer charge	\$ 1,382.00			
37	Consumption charge	1,335 MMBTU X \$ 0.7484 = 998.94			
38	Consumption charge	0 MMBTU X \$ 0.5963 = -			
39	Consumption charge	0 MMBTU X \$ 0.2693 = -			
40	Rider GCR Part A	1,335 MMBTU X \$ 2.7303 = 3,644.33			
41	Rider GCR Part B	1,335 MMBTU X \$ 0.7337 = 979.37			
42	Subtotal	\$ 7,004.64			
43	Rider FF & Rider TAX	\$ 7,004.64 X 0.07196 = 504.08			
44	Total			\$ 7,508.72	
45					
46	Customer charge		\$ 1,587.75		
47	Consumption charge	1,335 MMBTU X \$ 0.6553 = 874.67			
48	Consumption charge	0 MMBTU X \$ 0.4799 = -			
49	Consumption charge	0 MMBTU X \$ 0.1029 = -			
50	Rider GCR Part A	1,335 MMBTU X \$ 2.7303 = 3,644.33			
51	Rider GCR Part B	1,335 MMBTU X \$ 0.7337 = 979.37			
52	Subtotal		\$ 7,086.12		
53	Rider FF & Rider TAX	\$ 7,086.12 X 0.07196 = 509.94			
54	Total		\$ 7,596.06	\$ 87.34	1.16%
55					

**ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2023**

Line No.	Description	Current	Proposed	Change	
				Amount	Percent
	(a)	(b)	(c)	(d)	(e)
56	Rate T @ 4645 MMBTU				
57	Customer charge	\$ 1,382.00			
58	Consumption charge 1,500 MMBTU X \$ 0.5684 =	852.60			
59	Consumption charge 3,145 MMBTU X \$ 0.4163 =	1,309.08			
60	Consumption charge 0 MMBTU X \$ 0.0893 =	-			
61	Rider GCR Part B 4,645 MMBTU X \$ 0.7337 =	3,407.90			
62	Subtotal	\$ 6,951.58			
63	Rider FF & Rider TAX	\$ 6,951.58 X 0.07196 =	500.26		
64	Total		\$ 7,451.84		
65					
66	Customer charge		\$ 1,587.75		
67	Consumption charge 1,500 MMBTU X \$ 0.6553 =	982.95			
68	Consumption charge 3,145 MMBTU X \$ 0.4799 =	1,509.08			
69	Consumption charge 0 MMBTU X \$ 0.1029 =	-			
70	Rider GCR Part B 4,645 MMBTU X \$ 0.7337 =	3,407.90			
71	Subtotal		\$ 7,487.68		
72	Rider FF & Rider TAX	\$ 7,487.68 X 0.07196 =	538.84		
73	Total		\$ 8,026.52	\$ 574.68	7.71%



INFORMATION TECHNOLOGY

To: Mayor and Town Council

From: Leigh Johnson, Director of Information Technology

**Through: Mario Canizares, Town Manager
Robert B. Scott, Deputy Town Manager**

Re: Annual Hardware Purchase Approval increase

Town Council Meeting – August 27, 2024

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon approval of an estimated total spend of \$142,660 for various annual operational purchases for the Information Technology Department during FY 2024 from SHI Government Solutions, Inc. (LJ)

Description of Agenda Item:

In order to conform with State purchasing law and best practices, the Purchasing Division has asked the Information Technology Department to annually request Council approval of various open or blanket purchase orders for routine maintenance, repair, and operational items.

These items are considered routine in nature and occur each year. This includes renewal of annual contracts bid out by the Town, cooperative/interlocal agreements, and sole source items.

Each purchase order requested meets all aspects of State purchasing laws as well as Town purchasing procedures. At the November 23, 2023 Town meeting, the Town Council approved the following limits:

Cooperative	Description	Vendor	Amount
DIR-TSO-4092	Software license renewals and various hardware	SHI	\$250,000
DIR-TSO-3763	Dell computer and network hardware	Dell/SHI	\$165,000
Omnia # MA3457	Incidental items for IT and other departments	Amazon	\$125,000

It has come to the attention of the I.T. and Purchasing departments that the total annual spend with SHI Government Solutions for purchases that do not fall under contracts DIR-TSO-4092 and DIR-TSO-3763 will exceed annual spending thresholds. The estimate for these additional FY24 costs is \$142,660.00 and include budgeted items such as annual software renewals and new software platforms approved in the annual budget including Privileged Access Management and Multi Factor Authentication.

Budget Impact:

Funding was approved and is available through the FY 2024 operating budget.

Attached Documents:

1. SHI Government Solutions Contract Information

Town Staff Recommendation:

Town Staff recommends approval of an estimated total spend of \$142,660 for various annual operational purchases for the Information Technology Department during FY 2024 from SHI Government Solutions, Inc.

Proposed Motion:

I move to approve an estimated total spend of \$142,660 for various annual operational purchases for the Information Technology Department during FY 2024 from SHI Government Solutions, Inc.

[Home](#) > [Explore DIR Contracts](#)

Contract Number

DIR-TSO-4092

Contract Term Date: **02/21/24** ⓘ

Contract Expiration Date: **02/21/24** ⓘ

Vendor Information

SHI Government Solutions, Inc.

VENDOR CONTACT:

[TX SHI Team](#) ↗

Phone: (800) 870-6079

Fax: (512) 732-0232

[Vendor Website](#) ↗

DIR CONTACT:

[Airy Luangaphay](#) ↗

Vendor ID: **1223695478500**

HUB Type: **Asian Pacific American**

Female ⓘ

RFO: **DIR-TSO-TMP-404**

Contract Status: **Active**

Contract Overview

SHI Government Solutions as a Value-Added Reseller (VAR) for DIR offers Microsoft software products and related services through this contract for AUTHORIZED CUSTOMER BASE AS SET FORTH IN THIS CONTRACT SECTION 8. Authorized Customers must enter into an Enterprise Agreement (EA) or have a current ELA with Microsoft. Authorized Customers can purchase directly through this DIR contract. This Contract covers the entire Microsoft Catalogue of products and Related Services plus any and all government and education volume licensing MSRP special Discount programs. Resellers are not available for this contract. DIR has exercised the automatic renewal option for this Contract. This renewal extends the contract through 2/21/2024.

Contract Details & Ordering Information

Products & Services

[Commodity Codes](#)

[Brands](#)

[Contract Documents](#)

[How to Order](#)

[Resellers](#)

Products & Services

This contract offers the following products and services. Please contact the Vendor for the latest information.

- Miscellaneous
- Software
- Software as a Service
- Technical Services

MORE INFORMATION

[Vendor Website](#) ↗

Getting Started

Through our various program areas, DIR helps State Agencies, local government, and other organizations save money with the purchasing power of Texas.

1

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[Search our 700+ contracts](#) to find one that offer the products or services you need.

3

Order from the Vendor. DIR's discounts are a starting point—negotiate further to save more! See [tips for procurement professionals](#).

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Texas Department of
Information Resources

300 W. 15th Street
Suite 1300
Austin, TX 78701
512-475-4700

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INFORMATION TECHNOLOGY

To: Mayor and Town Council

From: Leigh Johnson, Director of Information Technology

Through: Mario Canizares, Town Manager
Bob Scott, Deputy Town Manager

Re: Purchase of Additional CAD/RMS Licenses

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon approving the purchase of additional CAD/RMS licenses associated with new positions in the amount of \$72,855 from ICS Public Safety and authorizing the Town Manager to execute documents for the same.

Description of Agenda Item:

On or about May 26, 2009, the Town Council approved Resolution No. 09-065 to execute a service agreement between the Town and Integrated Computer Systems, Inc. (ICS), for the purpose of providing computer-aided dispatch and record management systems, to provide effective and efficient dispatch services to residents. Since this time, the Town has added several more patrol units and apparatus. Additionally, ICS has been expanding the capabilities of the platform, adding new features and functionality.

Due to the new approved positions budgeted in fiscal year 2024, the mobile data computer (MDC) fleet, the I.T. division is proposing additional licenses be added to the platform to accommodate these positions. This contract auto-renews on October 1st of each year upon payment of the invoice.

This purchase falls within the definition of a procurement that is available from only one source (Chapter 252 of the Local Government Code) and is exempt from competitive bidding requirements. Integrated Computer Systems, Inc., is the sole manufacturer and provider of their specialized hardware and software products.

Budget Impact:

The amount of this purchase is \$72,855.10. This is a budgeted item and \$3,145 will be funded from account 100-5419-10-05 (IT Licenses) and \$69,710.10 from 100-5419-20-01 (IT Licenses). Subsequent annual expenditures will be subject to appropriations granted in future fiscal years.

Attached Documents:

1. Quote for 9 RMS and 11 MDC

Town Staff Recommendation:

Town staff recommends approval of the purchase of additional CAD/RMS licenses associated with new positions in the amount of \$72,855 from ICS Public Safety and authorizing the Town Manager to execute documents for the same.

Proposed Motion:

I move to approve the purchase of additional CAD/RMS licenses associated with new positions in the amount of \$72,855 from ICS Public Safety and authorizing the Town Manager to execute documents for the same.



Integrated Computer Systems

7300 SH 121, Suite 470
McKinney, TX 75070
214-544-0022

adara.flowers@icspublicsafety.com

QUOTATION Item 6.

Number: ICSQ2831
Date: Aug 13, 2024

Bill To	Contact
Prosper Police Dept. Asst. Chief Scott Brewer 801 Safety Way Prosper, TX 75078 Scott_Brewer@prospertx.gov	Prosper Police Dept. Leigh Johnson 250 W FIRST ST Prosper, TX 75078 ljohnson@prospertx.gov

Quote for 9 RMS and 11 MDC

Expiration Date	P.O. Number	Requested Install Date	Terms
11/13/2024			NET30

Product and Description	Qty	List \$	Disc Price	Extended	SAP3
MDC: Mobile Data Client Full-function, in-field, integrated call processing software (licensed by workstation)	11	3,700.00	3,145.00	34,595.00	6105.00
MDC-MAP-NAV-SUB: Mobile Navigation Advanced mapping with navigation draws a route and provides turn-by-turn directions. See product details for prerequisites.	10	850.00	850.00	8,500.00	3750.00
MDC-MAP-GPS-SUB: Mobile Advanced Mapping Advanced mapping with GPS plots active calls (using their exact latitude and longitude) and units (by their GPS/AVL device). See product details for prerequisites.	10	1,000.00	850.00	8,500.00	1500.00
MDC-NCIC: Mobile NCIC/TLETS Allows field units to process NCIC/TLETS requests.	10	500.00	425.00	4,250.00	750.00
MDC-RAP: Mobile Racial Profiling Enter and verify racial profiling data on mobile devices.	10	200.00	170.00	1,700.00	300.00
:					
LRM: Law Records Management for Patrol Law Records Management for one Patrol Officer	9	1,234.00	1,048.90	9,440.10	1665.90
LAW-FI-SUB: Field Intelligence/BOLO Field Intelligence	9	250.00	212.50	1,912.50	342.00
LAW-CASE-SUB: Case Management, Subsequent license Case Management	3	650.00	552.50	1,657.50	450.00
:					
SVC-PM: Project Management Services (hourly rate) Project Management Services	5	195.00	195.00	975.00	

Upon approval by your agency, this document will become a purchase agreement by and between LICENSEE and Integrated Computer Systems Inc., located at 7300 SH 121, Suite 470, McKinney, Texas 75070, and is subject to all terms and conditions or user license agreements executed at an earlier date.

Product and Description	Qty	List \$	Disc Price	Extended	SAP
SVC-TECH-III: One Hour of Technical Services, Level III technician	5	265.00	265.00	1,325.00	Item 6.

Please contact me if I can be of further assistance.

Sub-total	83,806.00
Less discount	10,950.90-
Distribution	0.00
Total	\$72,855.10

Software Assurance Plan (SAP 3) per Yr	\$14,862.90
<small>(Annual maintenance starts in Year 2)</small>	

Signature or valid purchase order number



DEVELOPMENT SERVICES

To: Mayor and Town Council

From: David Hoover, AICP, Director of Development Services

**Through: Mario Canizares, Town Manager
Chuck Ewings, Assistant Town Manager**

Re: Animal Shelter & Control Services

Town Council Meeting – August 27, 2024

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon approval of Amendment Eighteen to the Interlocal Agreements between Collin County and the Town of Prosper for Animal Sheltering Services and Animal Control Services; and authorizing the Town Manager to execute the same.

Description of Agenda Item:

Collin County, the Town of Prosper, and several other municipalities (collectively referred to as "Parties") identified a need for an animal shelter in Collin County, for their mutual benefit. In 2006, the Parties entered into an Interlocal Agreement for the Facility Construction and Use of an Animal Shelter in Collin County. The shelter was constructed, and the Parties pay an annual fee to Collin County for the maintenance, operations, and use of the shelter. The Animal Sheltering Services provided by the County include, but are not limited to, receiving stray animals, caring for impounded animals, and coordinating adoptions and returns, when possible.

Additionally, the Town of Prosper and Collin County entered into an Interlocal Agreement in 2006, authorizing Collin County to provide Animal Control Services for the Town of Prosper. The Animal Control Services provided by the County include, but are not limited to, vaccination of animals, reporting of human exposure to rabies, quarantining and testing of biting animals, reduction of the stray animal population, restraint of dangerous animals, prohibition of dogs running at large and of inhumane treatment of animals, and other related services; and to prescribe penalties for violation of such provisions in accordance with Chapters 822, 825, and 826 of the Texas Health & Safety Code, and Chapter 142 of the Agriculture Code.

The initial term of the Agreements was one year, with automatic one-year renewal terms. These Amendments to the Agreements represent the Eighteenth renewal term for the period of October 1, 2024, to September 30, 2025, and the associated fees for services.

Local governments are authorized by the Interagency Cooperation Act, V.T.C.A. Government Code, Title 7, Chapter 771, to agree or contract with another agency for the provision of necessary and authorized services and resources. The Town of Prosper and several other municipalities contract with Collin County for these services.

Budget Impact:

The fee for Animal Sheltering Services for FY 2024-2025 is \$111,238.00. The fees will be funded by Code Compliance Contracted Services (100-5480-40-02).

The fee for Animal Control Services for FY 2024-2025 is \$161,554.00. The fees will be funded by Code Compliance Contracted Services (100-5480-40-02).

Legal Obligations and Review:

Terrence Welch of Brown & Hofmeister, L.L.P., has approved the attached documents as to form and legality.

Attached Documents:

1. FY25 Animal Shelter Amendment 18
2. FY25 Animal Shelter Billing Worksheet
3. FY25 Animal Control Amendment 18
4. FY25 Animal Control Billing Worksheet
5. Official Call List January 2022 – July 2023
6. Partial List July 2023 – August 2024

Town Staff Recommendation:

Town Staff recommends approval of Amendment Eighteen to the Interlocal Agreements between Collin County and the Town of Prosper for Animal Sheltering Services and Animal Control Services; and authorizing the Town Manager to execute the same.

Proposed Motion:

I move to approve/deny Amendment Eighteen to the Interlocal Agreements between Collin County and the Town of Prosper for Animal Sheltering Services and Animal Control Services; and authorize the Town Manager to execute the same.



Contract Modification Document

Office of the Purchasing Agent Item 7.
Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, TX 75071
972-548-4165

Vendor:	Town of Prosper	Contract No.	10100-09
	P.O. Box 307	Contract:	Interlocal Agreement, Construction,
	Prosper, TX 75078		Operation and Use of Animal Shelter
			Town of Prosper

YOU ARE DIRECTED TO MAKE THE FOLLOWING MODIFICATION TO THIS CONTRACT

- Item #1 The agreement will be renewed for a period of one (1) year, beginning October 1, 2024, through and including September 30, 2025, at the rate below.

- Item #2 Total Amount for fiscal year 2025 \$111,238.00

- Item #3 Force Majeure: No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

Except as provided herein, all terms and conditions of the contract remain in full force and effect and may only be modified in writing signed by both parties.

Amendment No. 18 has been accepted and authorized on _____ by authority of the Collin County Commissioners Court by Court Order No. _____, to be effective on October 1, 2024.

ACCEPTED BY:

SIGNATURE

(Print Name)

TITLE: _____

DATE: _____

SIGNATURE

Michelle Charnoski, NIGP-CPP, CPPB
(Print Name)

TITLE: PURCHASING AGENT

DATE: _____

HISTORICAL INFORMATION

Awarded by Court Order No. 2006-891-09-26

Amendment	<u>No. 1</u>	Court Order No.	<u>2008-048-01-22</u>	Summary	<u>One year Renewal, fees updated</u>
Amendment	<u>No. 2</u>	Court Order No.	<u>2008-895-10-14</u>	Summary	<u>One year Renewal, fees updated</u>
Amendment	<u>No. 3</u>	Court Order No.	<u>2009-853-10-12</u>	Summary	<u>One year Renewal, fees updated</u>
Amendment	<u>No. 4</u>	Court Order No.	<u>2011-019-01-10</u>	Summary	<u>One year Renewal, fees updated</u>
Amendment	<u>No. 5</u>	Court Order No.	<u>2011-687-09-19</u>	Summary	<u>One year Renewal, fees updated</u>
Amendment	<u>No. 6</u>	Court Order No.	<u>2013-069-01-28</u>	Summary	<u>One year Renewal, fees updated</u>
Amendment	<u>No. 7</u>	Court Order No.	<u>2014-013-01-06</u>	Summary	<u>One year Renewal, fees updated</u>
Amendment	<u>No. 8</u>	Court Order No.	<u>2014-1003-12-15</u>	Summary	<u>One year Renewal, fees updated</u>
Amendment	<u>No. 9</u>	Court Order No.	<u>2016-031-01-04</u>	Summary	<u>One year Renewal, fees updated</u>
Amendment	<u>No. 10</u>	Court Order No.	<u>2017-044-01-23</u>	Summary	<u>One year Renewal, fees updated</u>
Amendment	<u>No. 11</u>	Court Order No.	<u>2017-871-10-23</u>	Summary	<u>One year Renewal, fees updated</u>
Amendment	<u>No. 12</u>	Court Order No.	<u>2019-020-01-07</u>	Summary	<u>One year Renewal, fees updated</u>
Amendment	<u>No. 13</u>	Court Order No.	<u>2019-881-10-07</u>	Summary	<u>Amendment to First Amended ILA</u>
Amendment	<u>No. 14</u>	Court Order No.	<u>2021-249-03-22</u>	Summary	<u>One year Renewal, fees updated</u>
Amendment	<u>No. 15</u>	Court Order No.	<u>2021-1065-10-25</u>	Summary	<u>One year Renewal, fees updated</u>
Amendment	<u>No. 16</u>	Court Order No.	<u>2022-1055-10-03</u>	Summary	<u>One year Renewal, fees updated</u>
Amendment	<u>No. 17</u>	Court Order No.	<u>2023-1045-10-16</u>	Summary	<u>One year Renewal, fees updated</u>
Amendment	<u>No. 18</u>	Court Order No.	<u></u>	Summary	<u>One year Renewal, fees updated, Added Force Majeure</u>

FY 2025 Animal Shelter Billing Worksheet

Larger Entities / Original Entities										
	% of Charges	FY25 Budgeted M&O and Per.	FY25 Capital Contribution**	FY25 Total Cost before Adjust.	Less FY23 Fees Collected	Less Adjustments for FY23 Budget vs. Actual	FY25 Total Billed	Building Expansion	FY25 Total Billed w/ Building Expansion	
Anna	3.58%	\$ 61,667	\$ 2,148	\$ 63,815	\$ 1,631	\$ 1,884	\$ 60,300	\$ 8,322	\$ 68,622	
Celina	5.23%	\$ 90,154	\$ 3,140	\$ 93,293	\$ 2,384	\$ 2,754	\$ 88,155	\$ 12,166	\$ 100,321	
Fairview	1.64%	\$ 28,188	\$ 982	\$ 29,169	\$ 745	\$ 861	\$ 27,563	\$ 3,804	\$ 31,367	
Farmersville	0.64%	\$ 11,036	\$ 384	\$ 11,421	\$ 292	\$ 337	\$ 10,792	\$ 1,489	\$ 12,281	
Frisco	33.62%	\$ 579,281	\$ 20,174	\$ 599,455	\$ 15,320	\$ 17,698	\$ 566,437	\$ 78,173	\$ 644,610	
McKinney	31.32%	\$ 539,527	\$ 18,789	\$ 558,316	\$ 14,269	\$ 16,483	\$ 527,564	\$ 72,809	\$ 600,373	
Melissa	3.04%	\$ 52,399	\$ 1,825	\$ 54,224	\$ 1,386	\$ 1,601	\$ 51,237	\$ 7,071	\$ 58,309	
Princeton	4.02%	\$ 69,270	\$ 2,412	\$ 71,683	\$ 1,832	\$ 2,116	\$ 67,734	\$ 9,348	\$ 77,082	
Prosper	5.80%	\$ 99,965	\$ 3,481	\$ 103,446	\$ 2,644	\$ 3,054	\$ 97,748	\$ 13,490	\$ 111,238	
Collin County	11.11%	\$ 191,387	\$ 6,665	\$ 198,053	\$ 5,062	\$ 5,847	\$ 187,144	\$ 25,828	\$ 212,971	
TOTAL	100%	\$ 1,722,875	\$ 60,000	\$ 1,782,875	\$ 45,566	\$ 52,636	\$ 1,684,674	\$ 232,500	\$ 1,917,174	

FY25 Billing Breakout	
Total Billed:	\$ 1,754,995
Smaller Entities:	\$ 32,120
TOTAL for Original:	\$ 1,722,875

Adjust for FY23 Budget vs. Actual	
FY23 Billed:	\$ 1,249,175
FY23 Actual:	\$ 1,232,024
FY23 Difference:	\$ 17,151
Diff w/ Cap Return	\$ 52,636

In FY 2023, \$24,514.57 was spent of the \$60,000 Capital Contribution. The unused funds totaling \$35,485.43 are reflected in the FY23 adjustments.

Smaller Entities / Added Later						
	FY25 Budgeted M&O and Per.	FY25 Capital Contribution**	FY25 Total Cost before Adjust.	Less FY23 Fees Collected	Less Adjustments for FY23 Budget vs. Actual	FY25 Total Billed
Lavon			\$ 3,100			\$ 3,100
Lucas			\$ 14,970			\$ 14,970
Nevada			\$ 1,550			\$ 1,550
Weston			\$ 2,500			\$ 2,500
Blue Meadow MUD No. 1			\$ 2,000			\$ 2,000
North Collin County MUD No. 1			\$ 2,000			\$ 2,000
Van Alstyne MUD No. 3			\$ 2,000			\$ 2,000
Magnolia Pointe MUD No. 1			\$ 2,000			\$ 2,000
Van Alstyne MUD No. 2			\$ 2,000			\$ 2,000
TOTAL			\$ 32,120			\$ 32,120

Grand Total: \$ 1,949,294

Grand Total is the total billed amount for the larger and smaller entities combined.



Contract Modification Document

Office of the Purchasing Agent Item 7.
Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, TX 75071
972-548-4165

Vendor:	Town of Prosper	Contract No.	10110-09
	P.O. Box 307	Contract:	Interlocal Agreement, Animal Control
	Prosper, TX 75078		Services Town of Prosper

YOU ARE DIRECTED TO MAKE THE FOLLOWING MODIFICATION TO THIS CONTRACT

- Item #1 The agreement will be renewed for a period of one (1) year, beginning October 1, 2024, through and including September 30, 2025, at the rate below.

- Item #2 Total Amount for fiscal year 2025: \$161,554.00

- Item #3 Force Majeure: No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

Except as provided herein, all terms and conditions of the contract remain in full force and effect and may only be modified in writing signed by both parties.

Amendment No. 18 has been accepted and authorized on _____ by authority of the Collin County Commissioners Court by Court Order No. _____, to be effective on October 1, 2024.

ACCEPTED BY:

SIGNATURE

(Print Name)

TITLE: _____

DATE: _____

SIGNATURE

Michelle Charnoski, NIGP-CPP, CPPB
(Print Name)

TITLE: PURCHASING AGENT

DATE: _____

HISTORICAL INFORMATION

Awarded by Court Order No. 2006-879-09-26

Amendment	<u>No. 1</u>	Court Order No.	<u>2008-047-01-22</u>	Summary	<u>One year Renewal, fees updated</u>
Amendment	<u>No. 2</u>	Court Order No.	<u>2008-894-10-14</u>	Summary	<u>One year Renewal, fees updated</u>
Amendment	<u>No. 3</u>	Court Order No.	<u>2009-852-10-12</u>	Summary	<u>One year Renewal, fees updated</u>
Amendment	<u>No. 4</u>	Court Order No.	<u>2011-018-01-10</u>	Summary	<u>One year Renewal, fees updated</u>
Amendment	<u>No. 5</u>	Court Order No.	<u>2011-684-09-19</u>	Summary	<u>One year Renewal, fees updated</u>
Amendment	<u>No. 6</u>	Court Order No.	<u>2013-017-01-07</u>	Summary	<u>One year Renewal, fees updated</u>
Amendment	<u>No. 7</u>	Court Order No.	<u>2014-012-01-06</u>	Summary	<u>One year Renewal, fees updated</u>
Amendment	<u>No. 8</u>	Court Order No.	<u>2014-1004-12-15</u>	Summary	<u>One year Renewal, fees updated</u>
Amendment	<u>No. 9</u>	Court Order No.	<u>2016-030-01-04</u>	Summary	<u>One year Renewal, fees updated</u>
Amendment	<u>No. 10</u>	Court Order No.	<u>2017-043-01-23</u>	Summary	<u>One year Renewal, fees updated</u>
Amendment	<u>No. 11</u>	Court Order No.	<u>2017-870-10-23</u>	Summary	<u>One year Renewal, fees updated</u>
Amendment	<u>No. 12</u>	Court Order No.	<u>2019-016-01-07</u>	Summary	<u>One year Renewal, fees updated</u>
Amendment	<u>No. 13</u>	Court Order No.	<u>2019-893-10-07</u>	Summary	<u>One year Renewal, fees updated</u>
Amendment	<u>No. 14</u>	Court Order No.	<u>2021-248-03-22</u>	Summary	<u>One year Renewal, fees updated</u>
Amendment	<u>No. 15</u>	Court Order No.	<u>2021-1064-10-25</u>	Summary	<u>One year Renewal, fees updated</u>
Amendment	<u>No. 16</u>	Court Order No.	<u>2022-1052-10-03</u>	Summary	<u>One year Renewal, fees updated</u>
Amendment	<u>No. 17</u>	Court Order No.	<u>2023-1044-10-16</u>	Summary	<u>One year Renewal, fees updated</u>
Amendment	<u>No. 18</u>	Court Order No.	<u></u>	Summary	<u>One year Renewal, fees updated, Added Force Majeure</u>

FY 2025 Animal Control Billing Worksheet

Larger Entities / Original Entities							
	% of Charges	FY25 Budgeted M&O and Per.	FY25 Capital Contribution**	FY25 Total Cost before Adjust.	Less Smaller Entities	Less Adjustments for FY23 Budget vs. Actual	FY25 Total Billed
Anna	10.40%	\$ 95,358	\$ 2,080	\$ 97,438	\$ 3,770	\$ (5,994)	\$ 99,661
Celina	15.20%	\$ 139,407	\$ 3,040	\$ 142,447	\$ 5,512	\$ (8,762)	\$ 145,698
Fairview	4.75%	\$ 43,588	\$ 951	\$ 44,538	\$ 1,723	\$ (2,740)	\$ 45,555
Melissa	8.84%	\$ 81,026	\$ 1,767	\$ 82,793	\$ 3,203	\$ (5,093)	\$ 84,683
Princeton	11.68%	\$ 107,114	\$ 2,336	\$ 109,450	\$ 4,235	\$ (6,733)	\$ 111,948
Prosper	16.86%	\$ 154,578	\$ 3,371	\$ 157,950	\$ 6,111	\$ (9,716)	\$ 161,554
Collin County	32.27%	\$ 295,947	\$ 6,455	\$ 302,402	\$ 11,700	\$ (18,601)	\$ 309,303
Totals	100%	\$ 917,019	\$ 20,000	\$ 937,019	\$ 36,255	\$ (57,638)	\$ 958,402

**Yearly Capital Charge Covers Any/All Equipment Replacement Costs

Total cost before adjustments is calculated by taking the adopted operating budget for the upcoming year and adding \$20,000 for Capital Contributions. To get the total billed amount subtract the flat contract amounts for the smaller entities and entities added at a later time and subtract out the adjustments from the last closed fiscal year to true up the expenditures. See below the adjustment calculation.

FY25 Billing Breakout	
Total Billed:	\$ 917,019
Smaller Entities:	\$ 36,255
Total +/- back	\$ 880,764

Adjust. for FY23 Budget vs. Actual	
FY23 Billed	\$ 622,719
FY23 Actual	\$ 680,357
Total +/- back	\$ (57,638)

Smaller Entities / Added Later							
	FY25 Budgeted M&O and Per.	FY25 Capital Contribution**	FY25 Total Cost before Adjust.	Less Smaller Entities	Less Adjustments for FY23 Budget vs. Actual	FY25 Total Billed	
Lavon			\$ 3,150			\$ 3,150	
Lucas			\$ 19,030			\$ 19,030	
Nevada			\$ 1,575			\$ 1,575	
Weston			\$ 2,500			\$ 2,500	
Blue Meadow MUD No. 1			\$ 2,000			\$ 2,000	
North Collin County MUD No. 1			\$ 2,000			\$ 2,000	
Van Alstyne MUD No. 3			\$ 2,000			\$ 2,000	
Magnolia Pointe MUD No. 1			\$ 2,000			\$ 2,000	
Van Alstyne MUD No. 2			\$ 2,000			\$ 2,000	
			\$ 36,255			\$ 36,255	

Grand Total: \$ 994,657

Grand Total is the total billed amount for the larger and smaller entities combined.

January - July, 2023
Dispatch Call Log
 Prosper Dispatches

RC/LM
 RC/can't LM
 CCSO Priority

Need Dispatched
 south
 North

Found "lost" Pet
 Lost pet
 Found Pets

Call #	City	Code	Rec'd	Dispatched Officer	Comments
1	Prosper	10-17	Jan	Killgo, Ashlynn	3 stray skinny pits, 469-989-8909 is holding the dogs
2	Prosper	10-45	jan	SCHED NXT DAY	raccoon behind her house, next to brick wall on Wells Rd
3	Prosper	10-45	jan	NOT DISPATCH'D	dead rabbit in her yard
4	Prosper	10-17	jan	Saunders, Amanda	large white dog
5	Prosper	10-6	jan	Killgo, Ashlynn	dog
6	Prosper	10-45	jan	Killgo, Ashlynn	coyote, on side of road
7	Prosper	10-45	jan	NOT OUR CALL	cat
8	Prosper	10-45	jan	NOT DISPATCH'D	pig, in the median
9	Prosper	10-0	jan	NOT DISPATCH'D	neighbor has an aggressive dog that tries to get through its fence to attack her two dogs.
10	Prosper	10-16	jan	NOT DISPATCH'D	brindle pittie RAL
11	Prosper	10-0	jan	NOT DISPATCH'D	her dog died overnight, what to do?
12	Prosper	10-2	jan	NOT DISPATCH'D	red tail hawk hit a window, not moving. Believes it's dead. Will call emergency # later if he sees movement.
13	Prosper	10-0	jan	NOT DISPATCH'D	1 yr old dog needs spayed,
14	Prosper	10-0	jan	NOT DISPATCH'D	if she catches two cats, can she bring to us? Fee?
15	Prosper	10-1	jan	NOT DISPATCH'D	Benjamin Torres, 09-05-2019, bit in left eye after pulling on dogs tail, Nancy Comacho: 972-821-1118
16		10-16	jan	NOT DISPATCH'D	chocolate lab RAL
17	Prosper	10-0	jan	NOT OUR CALL	beaver problem
18	Prosper	10-2	jan	NOT DISPATCH'D	injured cat, chunk of face taken out
19	Prosper	10-0	jan	NOT DISPATCH'D	coyotes in the area.probably dumpster diving. What can be done?
20	Prosper	10-19	jan	NOT DISPATCH'D	gray cat
21	Prosper		jan	NOT DISPATCH'D	has baby skunks in her backyard, between fences,
22	Prosper		jan	NOT DISPATCH'D	squirrels in his attic, do we have any traps to loan?
23	Prosper		jan	SCHED NXT DAY	reporting dog bite,
24	Prosper	10-16	jan	NOT DISPATCH'D	2 coyotes, scared, wants us to go save them
25	Prosper	10-0	feb	NOT DISPATCH'D	needs to register her dog
26	Prosper	10-1	feb	NOT DISPATCH'D	has a bite report from care now, needs our fax number
27	Prosper		feb	NOT DISPATCH'D	coyotes in her yard
28	Prosper	10-16	feb	NOT DISPATCH'D	2 dogs
29	Prosper		feb	Killgo, Ashlynn	brown dog, aggressive, won't let RP out of house
30	Prosper		feb	Dubon, Jose	2 AGG dogs, officer on scene/CFS 23002712
31	Prosper	10-16	feb	Dubon, Jose	gray & white dog, for about a week, collar,
32	Prosper	10-0	feb	NOT DISPATCH'D	returning a call and a notice.
33	Prosper	10-16	feb	Killgo, Ashlynn	gray/white dog, hanging around. On the porch, thinks owner has moved.
34	Prosper	10-1	feb	Saunders, Amanda	large brindle dog, attacked him, has skin laceration
35	Prosper	10-1	feb	Saunders, Amanda	thinks light gray brindle cane corso dog lives at 303 e
36	Prosper	10-11	feb	Saunders, Amanda	broadway
37	Prosper		feb	NOT DISPATCH'D	skunk behind admin bldg
38	Prosper		feb	NOT DISPATCH'D	skunks under his house
39	Prosper	10-2	feb		bird stuck in walmart parking lot tree
40	Prosper	10-45	feb	NOT DISPATCH'D	dead duck in his pool, egg in nest,
41	Prosper	10-16	feb		gray pitbull at her porch today, left front paw is injured. Owners let her RAL
42	Prosper	10-45	feb	NOT DISPATCH'D	dog died, will we pick it up?
43	Prosper	10-16	feb	Killgo, Ashlynn	2 large dogs, RAL
44	Prosper	10-15	feb	Saunders, Amanda	2 long horns that are not being properly cared for
45	Prosper		feb	Tracy, Andrew	missing kangaroo - prosper
46	Prosper		feb	NOT DISPATCH'D	loose cow, reported to mckinney ACO
47	Prosper	10-0	feb	NOT DISPATCH'D	rabbit either has babies or is injured.
48	Prosper	10-45	feb	NOT DISPATCH'D	skunk on the side of the road
49	Prosper	10-16	feb	NOT DISPATCH'D	aggressive large dog, RAL, brindle, RP doesn't see the dog anymore.
50	Prosper	10-16	feb	Saunders, Amanda	blue pit w blue collar loose, aggressive. Tried to bite pedestrian
51	Prosper	10-16	feb		1227 Chandler: RAL Pitbull went after Randy's (PR) dog.1205 Chandler: RAL Great Danes are never secured PR states they are always running around

52	Prosper	10-0	feb	NOT OUR CALL	RP has issue w/ many beavers taken out their inventory (this is a Tree & Landscaping service). PR was ref'd to TP&W & DFW WC.
53	Prosper	10-17	mar	NOT DISPATCH'D	small brown poodle, will bring to us
54	Prosper	10-45	mar	Dubon, Jose	dog in the street
55	Prosper	10-1	mar	Dubon, Jose	owner/victim dog scratch, 316-727
56	Prosper	10-45	mar	SCHED NXT DAY	dead dog in box by mailbox at the street
57	Prosper	10-45	mar	Dubon, Jose	Deceased dog, in box by mailbox
58	Prosper	10-1	mar	Dubon, Jose	Dog attack to human, PD enroute
59	Prosper	10-16	mar	Tracy, Andrew	dog RAL
60	Prosper	10-0	mar	NOT DISPATCH'D	cat in the attic
	Prosper	10-0	mar	Tracy, Andrew	seize dog
	Prosper	10-0	mar	NOT DISPATCH'D	beaver action in their canal, what to do?
	Prosper	10-0	mar	NOT OUR CALL	barking dog
	Prosper	10-16	mar	Dubon, Jose	Stray dog, dark tan pitbull
	Prosper		mar	SCHED NXT DAY	dog attack
	Prosper	10-16	mar	NOT DISPATCH'D	Found dog/Celina Animal Hospital # tag; LVM @ 0904am; 1238; 1642
	Prosper	10-45	mar		rabbit on the street
	Prosper	10-45	mar		coyote
	Prosper	10-0	mar	NOT DISPATCH'D	ducks trying to nest under playground equipment
	Prosper	10-0	mar	NOT DISPATCH'D	snakes in her front yard
	Prosper	10-0	mar	NOT DISPATCH'D	24 cubit foot fridge to donate. waltandsue@gmail.com, near 380 and preston
	Prosper	10-0	mar	NOT DISPATCH'D	jennifer bogan 972-322-3777, thinks a squirrel has rabies.
	Prosper	10-16	mar	NOT DISPATCH'D	dog RAL, golden ret.
		10-17	mar	Dubon, Jose	dog being held by prosper PD
	Prosper	10-15	mar	SCHED NXT DAY	dog tied up in the backyard, short
	Prosper	10-0	mar	Dubon, Jose	2 cows said to be stuck in mud
	Prosper	10-17	mar	Saunders, Amanda	(3) pups dumped @ school
	Prosper	10-0	mar	NOT DISPATCH'D	bird nested in the eave of his front door
	Prosper	10-45	mar	NOT DISPATCH'D	re the rabbit, still there
	Prosper	10-16	mar	SCHED NXT DAY	loose dog, keeps running away from people. We'll need to set up a trap on Sunday, not Saturday (lots of people will be there on Saturday).
	Prosper	10-0	mar	SCHED NXT DAY	blk/white med dog, RAL and is aggressive. Lives at this address
	Prosper	10-0	mar	Killgo, Ashlynn	blk/white med dog, RAL and is aggressive. Lives at this address
	Prosper	10-45	mar	Killgo, Ashlynn	wants us to remove a dead rabbit before he comes back to his job as a school crossing guard at 3:30 PM. He also wants a return phone call, as our recording says.
	Prosper	10-16	mar		dog
	Prosper	10-45	mar	Dubon, Jose	Rabbit was hit and killed
	Prosper	10-0	mar	NOT DISPATCH'D	Watching neighbors dog, got lost
	Prosper	10-16	mar	SCHED NXT DAY	RP looks to be a Cane Corso mix RAL; non aggressive
	Prosper	10-11	mar	SCHED NXT DAY	Bird not leaving her entry area; LVM @ 1254
	Prosper	10-2	apr	Saunders, Amanda	duck stuck, laying on its side. See the Anju person for exact location at apartment complex
	Prosper	10-2	apr	Saunders, Amanda	bird stuck in her entry way
	Prosper		apr	NOT DISPATCH'D	2 puppies that were dumped
	Prosper		apr	NOT DISPATCH'D	dog resides in prosper, home QT/INC 23-204 / LVM
			apr	NOT OUR CALL	deceased dog
	Prosper	10-1	apr	Dubon, Jose	Dog bite, owner's address: 620 Sondra Cir
	Prosper	10-45	apr	Repeat Call	dead cat
	Prosper	10-2	apr	Dubon, Jose	cat HBC, injured
	Prosper	10-1	apr	Dubon, Jose	Home QT needed for Boston Terrier/Owner: Helen Franger
	Prosper		apr	Repeat Call	cat HBC, still alive
	Prosper	10-0	apr	NOT DISPATCH'D	saw something black in her walls, wants us to come look and bring our camera.
	Prosper		apr	NOT DISPATCH'D	momma duck in distress
	Prosper	10-0	apr	NOT DISPATCH'D	dead animal under his house, also digging around his house.
	Prosper	10-17	apr	NOT DISPATCH'D	found mangy dog, skinny, can't find owner, can she bring to us?
	Prosper	10-17	apr	NOT DISPATCH'D	found mangy dog, skinny, can't find owner, can she bring to us?
	Prosper	10-16	apr	SCHED NXT DAY	GS RAL in Windsong Ranch, near creekside area. Mailbox not set up @ 0859am
	Prosper	10-16	apr	SCHED NXT DAY	Hurt, older GSD

	Prosper	10-6	apr	Saunders, Amanda	Older GS RAL is now showing aggression; ofc assist due to loc near school.
	Prosper	10-0	apr	NOT DISPATCH'D	snake seen outside, will we come find it, and remove?
	Prosper	10-2	apr	NOT DISPATCH'D	small bird on the ground, RP is worried it is injured.
	Prosper	10-2	apr	Killgo, Ashlynn	duck inside the playground, under the rope bridge, RP says duck is injured and cannot walk. Instead she drags herself. Has ducklings.
	Prosper	10-1	apr	NOT DISPATCH'D	bite in plano, 23-204, dog lives in prosper, 3526 preston hills circle,
	Prosper	10-16	apr	NOT DISPATCH'D	med sized stray dogs,
	Prosper	10-0	apr	Killgo, Ashlynn	rabbit, caught in his garage on a sticky pad.
	Prosper	10-0	apr	NOT DISPATCH'D	momma duck w ducklings in her pool
	Prosper	10-0	apr	NOT DISPATCH'D	rabbit nest
	Prosper	10-2	apr	Dubon, Jose	rabbit in soccer net, injured
	Prosper	10-1	apr	Dubon, Jose	vet was bitten by cat, cat may live in Aubrey. See the office manager, Jennifer, for details.
	Prosper	10-45	apr	NOT DISPATCH'D	found a dead animal in his front yard, it was gutted, do we want to do an investigation?
	Prosper	10-1	apr	Saunders, Amanda	Owner of dog: Lindsey Arnold (405) 213-5159 Victim was a 9 yo boy wh was messing with the dog at sleepover and got bit CFS: 23069538
	Prosper	10-0	apr	Tracy, Andrew	aggressive dog
	Prosper	10-16	apr	NOT DISPATCH'D	2 dogs Ral
	Prosper	10-16	apr	NOT DISPATCH'D	feral cat, acting bad
	Prosper	10-16	may	NOT DISPATCH'D	large grey pittie, says we are incompetent
	Prosper	10-45	may	NOT DISPATCH'D	duck in the park
	Prosper		may		bird just flew into his window.
	Prosper	10-0	may	SCHED NXT DAY	speak with owner of grey pitbull that gets out and is very aggressive, chasing joggers.
	Prosper	10-1	may	Dubon, Jose	cat, owner/victim
	Prosper	10-0	may	NOT DISPATCH'D	bird stuck in her vent
	Prosper	10-16	may		Loose pitbull RP: Jason hill (214) 585-8140
	Prosper	10-16	may	Dubon, Jose	Stray pit RAL the neighborhood
	Prosper	10-16	may	Repeat Call	Stary pit RAL
	Prosper	10-16	may	Repeat Call	Stray pit mix RAL in neighborhood
	Prosper	10-0	may	NOT DISPATCH'D	large snake in her backyard
	Prosper	10-2	may	NOT DISPATCH'D	bird
	Prosper	10-0	may	NOT DISPATCH'D	needs bird nests removed
	Prosper	10-16	may	Saunders, Amanda	small dog RAL
	Prosper	10-45	may	Saunders, Amanda	cat, stray in her front yard, s side of house
	Prosper	10-45	may	Dubon, Jose	rabbit
	Prosper		may		victim was bitten by a dog on this street,
	Prosper		may	NOT DISPATCH'D	bobcat, hanging around, can we relocate it?
	Prosper	10-0	may	NOT DISPATCH'D	coyote sighting
	Prosper	10-2	may	Saunders, Amanda	coyote at the side of her house, under the jeep
	Prosper	10-0	may		Vulture laid an egg in RP's backyard and is acting very protective
	Prosper	10-1	may		Person was bitten by stray; caller's accent so thick, very hard to understand most of msg. TH to fax bite info.
	Prosper	10-0	may	NOT DISPATCH'D	coyote sightings
	Prosper	10-0	may	NOT DISPATCH'D	large snake in driveway
	Prosper	10-0	may	NOT DISPATCH'D	bobcat eating her ducks, wants us to trap the cat.
	Prosper	10-0	may	NOT DISPATCH'D	duck has eggs near his pool, what can we do?
	Prosper	10-0	may	NOT DISPATCH'D	large bobcat
	Prosper	10-17	may	NOT DISPATCH'D	Stray neutered beagle (owner has since been found)
	Prosper	10-16	may	Howard, Carleigh	2 dogs RAL one smaller one larger
	Prosper		may	NOT DISPATCH'D	found bunnies
	Prosper	10-0	may	NOT DISPATCH'D	found two baby bunnies in backyard, unknown where mom is
	Prosper		may	NOT DISPATCH'D	Mama duck stuck inside pool, babies on other side (Unable to leave VM as mailbox is full)
	Prosper	10-0	may	NOT DISPATCH'D	Found multiple baby bunnies; Ref'd to TPW & DFWC for rehab if mother doesn't come back for them.
	Prosper		may	NOT DISPATCH'D	large brindle dog, why don't we do anything? Wants us to do our jobs. Says we won't do anything until there's a damn murder.
	Prosper	10-2	may		duck
	Prosper	10-2	may		injured baby duck, back leg is messed up
	Prosper	10-15	may	Saunders, Amanda	3 dogs, thinks they aren't being cared for. No water/food
	Prosper	10-0	may	Saunders, Amanda	large grey pitbull was RAL last night, chased a woman, PD got involved, dog not found.

	Prosper	10-0	may	NOT DISPATCH'D	wants a call back, how many people does this dog have to bite/attack before we do anything?
	Prosper	10-16	may	Tracy, Andrew	large tortoise
	Prosper	10-0	jun	Dubon, Jose	Snake in garage RP: Timothy (626) 353-8217 CFS#23097069
	Prosper		jun	NOT DISPATCH'D	armadillas under ramp - number not in service
	Prosper	10-0	jun	NOT DISPATCH'D	inquiring on bee removal
	Prosper		jun	NOT DISPATCH'D	stray dog, attacked her dog, large brindle, choke chain, dog has survived. 7th and Parvin (rp), walking on church street, large brindle dog w choke chain, mostly gray w stripes, thinks the chest was same color. Large jowls,
	Prosper	10-45	jun		foster dog is out dead, what to do about the body?
	Prosper		jun	NOT DISPATCH'D	stray dog, attacked her dog, large brindle, choke chain, dog has survived. 7th and Parvin (rp), walking on church street, large brindle dog w choke chain, mostly gray w stripes, thinks the chest was same color. Large jowls,
	Prosper	10-1	jun	Howard, Carleigh	set up home qt for mck
		10-1	jun	NOT DISPATCH'D	victim: annabelle cunning, 3 yrs old, Mom is Jacinda 479-831-9163, not their dog, belongs to a relative, Owner is Eloise 479-719-0744
	Prosper	10-15	jun	SCHED NXT DAY	saw animal abuse happening, crying, saw a man beating a dog,
	Prosper	10-16	jun	Dubon, Jose	Stray dog staying on her property for 2 days
	Prosper	10-1	jun	Dubon, Jose	RP called regarding information she HEARD (did NOT witness) of neighbor's dog which is deemed aggressive towards other animals
	Prosper	10-2	jun	Dubon, Jose	injured bunny, cannot use back legs
	Prosper		jun	NOT DISPATCH'D	snake in drain under ice machine
	Prosper		jun	SCHED NXT DAY	snake in store, ellia electric in prosper
	Prosper	10-0	jun	NOT DISPATCH'D	numerous sighting of bobcats, worried of someone or a pet getting hurt OR someone shooting it
	Prosper	10-2	jun	NOT DISPATCH'D	crow hit her window, still alive
	Prosper	10-45	jun	NOT DISPATCH'D	dead bird in her backyard
	Prosper		jun		small white dog gets out all the time. Worried the dog will get HBC
	Prosper	10-1	jun		was door tagged, child bitten
	Prosper	10-45	jun	NOT DISPATCH'D	bird in her backyard
	Prosper	10-0	jun	Repeat Call	when are we coming?
	Prosper	10-45	jun	NOT DISPATCH'D	cat in the pond
	Prosper	10-15	jun	Dubon, Jose	2 dogs in one cage in garage, or allowed to RAL,
	Prosper	10-0	jun	NOT DISPATCH'D	raccoon destroying her yard
	Prosper	10-0	jun	NOT DISPATCH'D	shed w vultures wants to get the birds out
	Prosper	10-16	jun	NOT DISPATCH'D	kittens in the storm drain
	Prosper	10-2	jun	Tracy, Andrew	bird on her driveway, can't fly, broken wing
	Prosper	10-0	jun	NOT DISPATCH'D	baby bunny
	Prosper	10-19	jun	NOT DISPATCH'D	chipped, brown/blk tabby
	Prosper	10-0	jun	NOT DISPATCH'D	raccoon issue, 4 raccoons are on a third floor patio. RP will check to see if they are still there and call us back.
	Prosper	10-15	jun	NOT DISPATCH'D	dog kept in garage, at apartments, not much muscle
	Prosper	10-16	jun	NOT DISPATCH'D	Stray kittens living in sewer well
	Prosper	10-2	jun	Killgo, Ashlynn	Injured goose unable to fly and difficulty walking
	Prosper	10-1	jun	Killgo, Ashlynn	
	Prosper	10-0	jun		Retutning call in a 24hr DT notice from a Bite Notice
	Prosper	10-0	jun		Bobcat on porch needs to know how to get rid off.
	Prosper	10-15	jun		thinks brown dog is being abused.
	Prosper	10-1	jun	Howard, Carleigh	owner: cindy beasley 702-817-0360, dog is named Beazer, Basset Hound. Victim: paige schultz, 600 timber ridge, 951-316-2277, 951-818-4450. today around 7:30 AM. Right hand.
	Prosper	10-1	jun	Howard, Carleigh	owner/victim: 2814 spring creek trail, 6-25-2023. sandra ganschow 817-733-2779.
	Prosper	10-45	jun		his cat was found dead in prosper, wants us to pick it up. They are out of town.
	Prosper		jun	SCHED NXT DAY	available tomorrow from 2 - 4
	Prosper	10-16	jun	NOT DISPATCH'D	2 stray dogs, blk labs, RAL
	Prosper		jun		was given a 24 hour notice,
	Prosper	10-0	jun	NOT DISPATCH'D	momma raccoon w babies in his ceiling
	Prosper	10-45	jun	Howard, Carleigh	two dead animals
	Prosper	10-16	jun	DISREGARDED	3 strays RAL in neighborhood
	Prosper	10-1	jun	SCHED NXT DAY	Set up home QT 702-817-0360 and 214-551-3135.
	Prosper		July		dead, half eaten cat

	Prosper	10-1	July	Dubon, Jose	Dog Bite- Victim: Ethan Roy (7yr) DOB 6/14/2016 sustained punctures to left arm and right leg. Victim was riding bike around Jameson Park at Winsong Ranch when dog ran out, charged and began chasing and nipping at victim's bike. Dog was described as an adult, yellow/goldenish lab male Owner: John Butcher can be reached at 214-415-9787 (LVM with both guardian and owner)
	Prosper	10-1	July	NOT DISPATCH'D	has questions about the dog that bit his son
		10-15	July		horse, skinny
	Prosper	10-0	July	NOT DISPATCH'D	dog that has attacked his dog
	Prosper	10-0	July	NOT DISPATCH'D	Duck in pool for the last 24 hrs and wants it moved
	Prosper	10-21	July	NOT DISPATCH'D	Wants to surrender dog
	Prosper	10-0	July	NOT DISPATCH'D	Wants us to pick up ducklings
	Prosper	10-21	July	NOT DISPATCH'D	RP wanted CCAS to p/u (OS) her 2 dogs (that she took in as strays) AS HER OWN. LVM @ 0913 provided CCAS email address & asked to call back if she wanted to make appt in Nov. -RN
	Prosper	10-0	July	NOT DISPATCH'D	Spoke w/ RP; She req that we p/u the dogs that she took in about a month ago and "put them down"; explained again appt for OS; she refused, Advised veterinarian services. -RN
	Prosper	10-15	July	Howard, Carleigh	dog down the street, small contained area. #2525 gate code
	Prosper	10-17	July	Dubon, Jose	large dog in his backyard,
	Prosper	10-0	July	NOT DISPATCH'D	wants to know about smoke, will he be redeemed?
	Prosper	10-15	July	Killgo, Ashlynn	Dog left outside in heat all day no shelter; not sure about food and water (is a gated community; the code is #0122)
	Prosper	10-11	July	Killgo, Ashlynn	2 birds trapped in interior entry way of home
	Prosper	10-17	July	Repeat Call	Her 3 dogs are at CCAS; she will try to redeem 7/17 or 7/18
	Prosper	10-0	July	DISREGARDED	

10-0=other 10-1=Bite Animal 10-2=Injured Animal 10-5=Animal on School Grounds 10-4=OK or Yes 10-7=arrive at call 10-8=leaving call 10-9=Repeat 10-10-16=Loose Stray animal 10-17=Held/Confined stray animal 10-19=Lost Pet 10-21=Animal to Surrender 10-45=Dead Animal

Unincorporated				
County Property	10-0	Other		
Anna	10-1	Bite		SCHED NXT DAY
	10-2	Inj Animal		NOT OUR CALL
Celina	10-5	School		NOT DISPATCH'D
Fairview	10-6	OFF Assist		DISREGARDED
Lavon	10-11	Trapped		Davis, Danny
Lucas	10-15	Welfare		Tracy, Andrew
Magnolia	10-16	Stray		Weiss, Chris
Melissa	10-17	Held		Dubon, Jose
Nevada	10-19	Lost Pet		Davis, Lauren
Princeton	10-21	O/S		Killgo, Ashlynn
Prosper	10-45	Dead An		
Weston				Howard, Carleigh
NOT OURS				Repeat Call
MISC.				
Res/Adopt				
FWD to MCK				
FWD to Frisco				
FWD to Kim				

AnimalUID	Species	Breed 1	Sex	Intake	Intake Reason	Disposit	Disposit Reason
1009069	Dog	Labrador Retriever	U	Stray Impound	Stray - Had Been Running At Large	Euthanize	Temperament
1009077	Dog	Labrador Retriever	M	Stray Impound	Stray - Had Been Running At Large	Adoption	
1009084	Dog	Labrador Retriever	M	Stray Impound	Stray - Had Been Running At Large	Euthanize	Behavior
1006551	Dog	Great Pyrenees	M	Stray Impound	Cruelty Complaint	Ownership Change	
1019470	Skunk	Unknown	U	Wildlife Impound	Trapped	Euthanize	Rabies Vector
1014117	Cat	DSH	M	Stray Impound	Stray - Had Been Running At Large	Adoption	
1014715	Skunk	Unknown	U	Wildlife Impound	Trapped	Euthanize	Rabies Vector
1015920	Cat	DSH	M	Stray Impound	Stray - Had Been Held By Public	Ownership Change	
1019317	Dog	American Bulldog	M	Owner Relinquish	Aggressive To People	Euthanize	Behavior
1019342	Dog	Yorkshire Terrier	M	Stray Impound	Stray - Had Been Held By Public	Redemption	
1020374	Cat	DMH	F	Stray Impound	Illness Or Injury	Euthanize	Illness
1020428	Duck	Unknown	U	Wildlife Impound	Abandoned	Ownership Change	
1020431	Duck	Unknown	U	Wildlife Impound	Abandoned	Ownership Change	
1020667	Dog	Border Collie	F	Stray Impound	Stray - Had Been Running At Large	Euthanize	Behavior
1021680	Rabbit	Unknown	M	Stray Impound	Illness Or Injury	Euthanize	Injury
1021858	Dog	American Staffordshire Terrier	F	Stray Impound	Stray - Had Been Held By Public	Adoption	
1022115	Dog	Golden Retriever	M	Stray Impound	Stray - Had Been Running At Large	Ownership Change	
1022175	Cat	DSH	M	Stray Impound	Stray - Had Been Held By Public	Adoption	
1022839	Dog	Terrier	F	Stray Impound	Abandoned	Ownership Change	
1022842	Dog	Terrier	F	Stray Impound	Abandoned	Ownership Change	
1022846	Dog	Terrier	M	Stray Impound	Abandoned	Ownership Change	
1023145	Dog	German Shepherd Dog	F	Stray Impound	Stray - Had Been Running At Large	Adoption	
1024915	Dog	German Shepherd Dog	M	Stray Impound	Biting	Redemption	
1025098	Dog	Lhasa Apso	U	Stray Impound	Stray - Had Been Held By Public	Redemption	
1025854	Dog	Labrador Retriever	F	Stray Impound	Stray - Had Been Running At Large	Redemption	
1025857	Dog	Labrador Retriever	M	Stray Impound	Stray - Had Been Running At Large	Redemption	
1026118	Dog	German Shepherd Dog	M	Stray Impound	Stray - Had Been Running At Large	Redemption	
1026430	Dog	Labrador Retriever	M	Stray Impound	Abandoned	Adoption	
1027076	Rabbit	Unknown	U	Stray Impound	Illness Or Injury	Euthanize	Injury
1029883	Dog	Chihuahua	F	Stray Impound	Stray - Had Been Running At Large	Redemption	
1029930	Dog	American Staffordshire Terrier	M	Stray Impound	Stray - Had Been Running At Large	Euthanize	Behavior
1029947	Cat	Tabby	M	Stray Impound	Stray - Had Been Held By Public		
1029955	Cat	DSH	F	Stray Impound	Stray - Had Been Held By Public		
1030695	Dog	Staffordshire Bull Terrier	F	Stray Impound	Biting	Redemption	
1033396	Coyote	Unknown	M	Wildlife Impound	Illness Or Injury	Euthanize	Injury
1031511	Guinea Pig	Unknown	U	Stray Impound	Stray - Had Been Held By Public	Adoption	
1031514	Guinea Pig	Unknown	U	Stray Impound	Stray - Had Been Held By Public	Adoption	
1032207	Dog	Vizsla	F	Stray Impound	Stray - Had Been Running At Large	Redemption	

1034007	Dog	Poodle, Standard	F	Stray Impound	Stray - Had Been Held By Public		
1034368	Dog	Dachshund	F	Stray Impound	Abandoned		
1034372	Dog	American Staffordshire Terrier	F	Stray Impound	Abandoned		
1037146	Dog	American Staffordshire Terrier	F	Stray Impound	Stray - Had Been Running At Large	Adoption	
1039592	Cat	Tabby	U	Stray Impound	Stray - Had Been Held By Public	Euthanize	Illness
1039598	Cat	Tabby	U	Stray Impound	Stray - Had Been Held By Public	DIC (died in cage/care)	
1039830	Cat	Tabby	M	Stray Impound	Stray - Had Been Held By Public	Euthanize	Illness
1040259	Cat	Calico	F	Stray Impound	Trapped	Euthanize	Behavior
1040262	Cat	Tabby	U	Stray Impound	Trapped	Euthanize	Behavior
1040265	Cat	Tabby	U	Stray Impound	Trapped	Euthanize	Behavior
1040272	Cat	Siamese	U	Stray Impound	Trapped	Euthanize	Behavior
1040337	Dog	Terrier	M	Stray Impound	Stray - Had Been Held By Public	Adoption	
1041115	Cat	DSH	F	Stray Impound	Stray - Had Been Held By Public	Ownership Change	
1041524	Skunk	Unknown	U	Wildlife Impound	Trapped	Euthanize	Rabies Vector
1042390	Dog	Golden Retriever	M	Owner Relinquish	Rabies Quarantine	Euthanize	Behavior
1043036	Dog	American Bulldog	M	Code Impound	Rabies Quarantine	Redemption	
1043343	Dog	Labrador Retriever	F	Stray Impound	Stray - Had Been Held By Public	Redemption	
824515	Dog	Shep Mix	F	Stray Impound	Cruelty Complaint	Euthanize	Behavior
1046893	Dog	Labrador Retriever	M	Code Impound	Rabies Quarantine	Euthanize	Behavior
1054734	Cat	Tabby, patch	U	Stray Impound	Stray - Had Been Held By Public	Ownership Change	
1054979	Cat	Tabby	U	Stray Impound	Stray - Had Been Held By Public	Redemption	
1060591	Skunk	Unknown	U	Wildlife Impound	Trapped	Euthanize	Rabies Vector
1062683	Dog	Terrier	F	Stray Impound	Stray - Had Been Running At Large	Ownership Change	
1063866	Rabbit	Unknown	U	Stray Impound	Stray - Had Been Held By Public	DIC (died in cage/care)	
1064232	Dog	Poodle, Standard	M	Stray Impound	Other	Redemption	
1065466	Dog	German Shepherd Dog	F	Stray Impound	Stray - Had Been Held By Public	Euthanize	Behavior
1066860	Cat	DSH	M	Stray Impound	Stray - Had Been Held By Public	Adoption	
1067803	Dog	German Shepherd Dog	F	Stray Impound	Stray - Had Been Running At Large	Euthanize	Behavior
1068302	Skunk	Unknown	U	Wildlife Impound	Trapped	Euthanize	Rabies Vector
1069791	Dog	Poodle, Standard	M	Stray Impound	Stray - Had Been Held By Public	Redemption	
1070154	Cat	DSH	M	Stray Impound	Rabies Quarantine	Euthanize	Behavior
1070711	Cat	DSH	M	Stray Impound	Stray - Had Been Held By Public	Adoption	
1073262	Cat	DMH	F	Stray Impound	Stray - Had Been Running At Large	Ownership Change	
1073489	Dog	Australian Shepherd	M	Stray Impound	Stray - Had Been Held By Public	Adoption	
1078633	Dog	Australian Shepherd	F	Stray Impound	Stray - Had Been Held By Public	Ownership Change	
1078705	Dog	American Staffordshire Terrier	M	Stray Impound	Stray - Had Been Held By Public		
1079093	Cat	Calico	F	Stray Impound	Stray - Had Been Held By Public	Adoption	
1082498	Bird	Hawk	U	Wildlife Impound	Illness Or Injury	Ownership Change	
1084550	Cat	DSH	F	Stray Impound	Stray - Had Been Held By Public	Adoption	

1084882	Cat	DSH	M	Stray Impound	Stray - Had Been Running At Large	Ownership Change	
1085772	Cat	DLH	F	Stray Impound	Stray - Had Been Held By Public	Ownership Change	
1086568	Dog	Boxer	M	Stray Impound	Stray - Had Been Running At Large	Redemption	
1089349	Cat	DSH	F	Stray Impound	Stray - Had Been Held By Public	Ownership Change	
1089353	Cat	DSH	F	Stray Impound	Stray - Had Been Held By Public	Ownership Change	
1089356	Cat	DSH	M	Stray Impound	Stray - Had Been Held By Public	Ownership Change	
1090146	Dog	Labrador Retriever	M	Stray Impound	Stray - Had Been Held By Public	Adoption	
1090152	Dog	Labrador Retriever	F	Stray Impound	Stray - Had Been Held By Public	Adoption	
1090158	Dog	Labrador Retriever	M	Stray Impound	Stray - Had Been Held By Public	Adoption	
1090165	Dog	Labrador Retriever	M	Stray Impound	Stray - Had Been Held By Public	Adoption	
1090174	Dog	Labrador Retriever	F	Stray Impound	Stray - Had Been Held By Public	Adoption	
1090181	Dog	Labrador Retriever	F	Stray Impound	Stray - Had Been Held By Public	Adoption	
1090628	Dog	Labrador Retriever	F	Stray Impound	Stray - Had Been Running At Large	Adoption	
1094417	Cat	Siamese	U	Stray Impound	Illness Or Injury	Euthanize	Rabies Vector
1093446	Dog	Poodle, Miniature	M	Stray Impound	Stray - Had Been Running At Large	Redemption	
1096284	Skunk	Unknown	U	Wildlife Impound	Illness Or Injury	Euthanize	Rabies Vector
1096306	Skunk	Unknown	U	Wildlife Impound	Illness Or Injury	Euthanize	Rabies Vector
1096320	Skunk	Unknown	U	Wildlife Impound	Illness Or Injury	Euthanize	Rabies Vector
1096348	Skunk	Unknown	U	Wildlife Impound	Illness Or Injury	Euthanize	Rabies Vector
1096586	Dog	Husky	M	Stray Impound	Cruelty Complaint	Redemption	
1098050	Dog	Unknown	U	Stray Impound	Trapped		
1098038	Raccoon	Unknown	U	Wildlife Impound	Trapped		
1097592	Dog	Husky	M	Stray Impound	Stray - Had Been Running At Large	Euthanize	Illness
1098063	Skunk	Unknown	U	Wildlife Impound	Trapped	Euthanize	Rabies Vector
404519	Dog	Pitbull	F	Stray Impound	Stray - Had Been Running At Large	Euthanize	Behavior
1100364	Rabbit	Unknown	U	Stray Impound	Stray - Had Been Running At Large		
1100388	Raccoon	Unknown	U	Wildlife Impound	Illness Or Injury	Euthanize	Rabies Vector
1099874	Cat	Tabby	U	Stray Impound	Trapped	Euthanize	Behavior
1102130	Cat	DSH	M	Stray Impound	Stray - Had Been Running At Large	Ownership Change	
1102133	Cat	DSH	M	Stray Impound	Stray - Had Been Running At Large	Ownership Change	
1102136	Cat	DSH	M	Stray Impound	Stray - Had Been Running At Large	Ownership Change	
1102908	Dog	American Bulldog	F	Stray Impound	Stray - Had Been Running At Large	Adoption	
1104133	Bird	Dove	U	Wildlife Impound	Illness Or Injury		
1105253	Cat	DSH	F	Stray Impound	Stray - Had Been Held By Public	Euthanize	Behavior
1106704	Raccoon	Unknown	U	Wildlife Impound	Illness Or Injury	Euthanize	Rabies Vector
1108362	Dog	Terrier	F	Stray Impound	Stray - Had Been Running At Large	Ownership Change	
1110574	Bird	Dove	U	Wildlife Impound	Illness Or Injury	Euthanize	Illness
1110578	Bird	Dove	U	Wildlife Impound	Illness Or Injury	Euthanize	Illness
1110581	Bird	Dove	U	Wildlife Impound	Illness Or Injury	Euthanize	Illness

1110823	Dog	Poodle, Standard	M	Stray Impound	Stray - Had Been Running At Large	Ownership Change	
1111198	Cat	DSH	U	Stray Impound	Stray - Had Been Held By Public	Euthanize	Behavior
1111907	Cat	DSH	F	Stray Impound	Stray - Had Been Running At Large	Euthanize	Illness
1123772	Coyote	Unknown	F	Wildlife Impound	Illness Or Injury	Euthanize	Illness
1114026	Coyote	Unknown	U	Wildlife Impound	Illness Or Injury		
1115268	Cat	DSH	M	Stray Impound	Stray - Had Been Running At Large	Adoption	
1123797	Cat	DSH	U	Stray Impound	Dead On Arrival	DOA	
1119895	Dog	Maltese	F	Code Impound	Biting	Redemption	
1120036	Cat	DSH	U	Code Impound	Rabies Quarantine	Euthanize	Behavior
1122007	Cat	DSH	U	Stray Impound	Stray - Had Been Held By Public	Euthanize	Illness
1123505	Dog	American Staffordshire Terrier	M	Stray Impound	Stray - Had Been Held By Public	Adoption	
1125933	Skunk	Unknown	U	Wildlife Impound	Illness Or Injury	Euthanize	Rabies Vector
1127098	Cat	DSH	M	Stray Impound	Stray - Had Been Held By Public	Adoption	
1127114	Cat	DSH	M	Stray Impound	Stray - Had Been Held By Public	Adoption	
1127143	Cat	DSH	M	Stray Impound	Stray - Had Been Held By Public	Adoption	
1127146	Cat	DSH	F	Stray Impound	Stray - Had Been Held By Public	Adoption	
1128268	Cat	DSH	U	Stray Impound	Stray - Had Been Held By Public	Euthanize	Behavior
1128754	Rabbit	Wild	U	Wildlife Impound	Cruelty Complaint	Euthanize	Injury



ENGINEERING SERVICES

To: Mayor and Town Council

From: Pete Anaya, P.E., Assistant Director of Engineering – Capital Projects

**Through: Mario Canizares, Town Manager
Chuck Ewings, Assistant Town Manager
Hulon T. Webb, Jr., P.E., Director of Engineering Services**

**Re: Professional Engineering Services Agreement:
Prosper Trail (Coit-Custer) – 2 WB Lanes**

Town Council Meeting –August 27, 2024

Strategic Visioning Priority: 1. Acceleration of Infrastructure

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a Professional Engineering Services Agreement between Half Associates, Inc., and the Town of Prosper, Texas, related to the design of the Prosper Trail (Coit-Custer) – 2 WB Lanes project for \$763,000.00.

Description of Agenda Item:

The services associated with this agreement are for the design of Prosper Trail (Coit-Custer) – 2 WB Lanes project. The design involves improvements for the construction of approximately 9,600 linear feet of the 2 WB lanes of Prosper Trail from approximately 800' east of Coit Road to Custer Road. It will include the full reconstruction of pavement and bridge replacement at Wilson Creek crossing. The new pavement section will be a four-lane concrete divided roadway, 4LD Minor Thoroughfare. The proposed bridge replacement will include 8' sidewalks with traffic railing separation and pedestrian rail. The project includes roadway and drainage design, waterline design, pavement markings and signage, erosion control, and traffic control/phasing

At the October 24, 2023, Town Council meeting, the Town Council approved a list of qualified engineering firms, which included services for roadway engineering design. Half Associates, Inc., is included on the approved list. Half Associates, Inc., has successfully completed the design of multiple roadway projects for the Town of Prosper.

Budget Impact:

The cost for the design is \$763,000.00. A total of \$900,000.00 is budgeted in Account No.750-5410-10-00-2326-ST.

Legal Obligations and Review:

Terrence Welch of Brown & Hofmeister, L.L.P., has approved the attached documents as to form and legality.

Attached Documents:

1. Professional Engineering Services Agreement
2. Location Map

Town Staff Recommendation:

Town staff recommends that the Town Council authorize the Town Manager to execute a Professional Engineering Services Agreement between Halff Associates, Inc., and the Town of Prosper, Texas, related to the design of the Prosper Trail (Coit-Custer) – 2 WB Lanes project for \$763,000.00.

Proposed Motion:

I move to authorize the Town Manager to execute a Professional Engineering Services Agreement between Halff Associates, Inc., and the Town of Prosper, Texas, related to the design of the Prosper Trail (Coit-Custer) – 2 WB Lanes project for \$763,000.00.

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND HALFF ASSOCIATES, INC.
FOR THE PROSPER TRAIL (COIT TO CUSTER) - 2 WB LANES
PROJECT NO. 2326-ST**

This Agreement for Professional Engineering Services, hereinafter called "Agreement," is entered into by the **Town of Prosper, Texas**, a municipal corporation, duly authorized to act by the Town Council of said Town, hereinafter called "Town," and **Halff Associates, Inc.**, a company authorized to do business in Texas, acting through a duly authorized officer, hereinafter called "Consultant," relative to Consultant providing professional engineering services to Town. Town and Consultant when mentioned individually shall be referred to as a "Party," and collectively shall be referred to as the "Parties."

WITNESSETH:

WHEREAS, Town desires to obtain professional engineering services in connection with the **Prosper Trail (Coit to Custer) – 2 WB Lanes, Project No. 2326-ST**, hereinafter called "Project";

For the mutual promises and benefits herein described, Town and Consultant agree as follows:

1. **Term of Agreement.** This Agreement shall become effective on the date of its execution by both Parties, and shall continue in effect thereafter until terminated as provided herein.
2. **Services to be Performed by Consultant.** The Parties agree that Consultant shall perform such services as are set forth and described in **Exhibit A - Scope of Services** and incorporated herein as if written word for word. All services provided by Consultant hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of their profession and in accordance with Section 271.904(d), Texas Local Government Code. In case of conflict in the language of Exhibit A and this Agreement, this Agreement shall govern and control. Deviations from the Scope of Services or other provisions of this Agreement may only be made by written agreement signed by all Parties to this Agreement.
3. **Prompt Performance by Consultant.** Consultant shall perform all duties and services and make all decisions called for hereunder promptly and without unreasonable delay as is necessary to cause Consultant's services hereunder to be timely and properly performed. Notwithstanding the foregoing, Consultant agrees to use diligent efforts to perform the services described herein and further defined in any specific task orders, in a manner consistent with these task orders; however, the Town understands and agrees that Consultant is retained to perform a professional service and such services must be bound, first and foremost, by the principles of sound professional judgment and reasonable diligence.
4. **Compensation of Consultant.** Town agrees to pay to Consultant for satisfactory completion of all services included in this Agreement a total fee of **Seven Hundred Sixty-Three Thousand Dollars (\$763,000.00)** for the Project as set forth and described in **Exhibit B - Compensation Schedule** and incorporated herein as if written word for word. Lump sum fees shall be billed monthly based on the percentage of completion. Hourly not to exceed fees shall be billed monthly based on hours of work that have been completed. Direct Costs for expenses such as mileage, copies, scans, sub-consultants, and similar costs are included in fees and shall be billed as completed.

Consultant agrees to submit statements to Town for professional services no more than once per month. These statements will be based upon Consultant's actual services performed and reimbursable expenses incurred,

if any, and Town shall endeavor to make prompt payments. Each statement submitted by Consultant to Town shall be reasonably itemized to show the amount of work performed during that period. If Town fails to pay Consultant within sixty (60) calendar days of the receipt of Consultant's invoice, Consultant may, after giving ten (10) days written notice to Town, suspend professional services until paid.

Nothing contained in this Agreement shall require Town to pay for any work that is unsatisfactory as reasonably determined by Town or which is not submitted in compliance with the terms of this Agreement.

The Scope of Services shall be strictly limited. Town shall not be required to pay any amount in excess of the original proposed amount unless Town shall have approved in writing in advance (prior to the performance of additional work) the payment of additional amounts.

5. **Town's Obligations.** Town agrees that it will (i) designate a specific person as Town's representative, (ii) provide Consultant with any previous studies, reports, data, budget constraints, special Town requirements, or other pertinent information known to Town, when necessitated by a project, (iii) when needed, assist Consultant in obtaining access to properties necessary for performance of Consultant's work for Town, (iv) make prompt payments in response to Consultant's statements and (v) respond in a timely fashion to requests from Consultant. Consultant is entitled to rely upon and use, without independent verification and without liability, all information and services provided by Town or Town's representatives.

6. **Ownership and Reuse of Documents.** Upon completion of Consultant's services and receipt of payment in full therefore, Consultant agrees to provide Town with copies of all materials and documents prepared or assembled by Consultant under this Agreement and that Town may use them without Consultant's permission for any purpose relating to the Project. Any reuse of the documents not relating to the Project shall be at Town's risk. Consultant may retain in its files copies of all reports, drawings, specifications and all other pertinent information for the work it performs for Town.

7. **Town Objection to Personnel.** If at any time after entering into this Agreement, Town has any reasonable objection to any of Consultant's personnel, or any personnel, professionals and/or subconsultants retained by Consultant, Consultant shall promptly propose substitutes to whom Town has no reasonable objection, and Consultant's compensation shall be equitably adjusted to reflect any difference in Consultant's costs occasioned by such substitution.

8. **Insurance.** Consultant shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement applicable insurance policies as described in **Exhibit C – Insurance Requirements** and incorporated herein as if written word for word. Consultant shall submit to Town proof of such insurance prior to commencing any work for Town.

9. **Indemnification.** **CONSULTANT DOES HEREBY COVENANT AND AGREE TO , INDEMNIFY AND HOLD HARMLESS TOWN AND ITS OFFICIALS, OFFICERS, AGENTS, REPRESENTATIVES, AND EMPLOYEES FROM AND AGAINST LIABILITY, CLAIMS, SUITS, DEMANDS AND/OR CAUSES OF ACTION, (INCLUDING, BUT NOT LIMITED TO, REIMBURSEMENT OF REASONABLE ATTORNEY'S FEES AND COSTS OF LITIGATION) IN PROPORTION OF CONSULTANT'S LIABILITY, WHICH MAY ARISE BY REASON OF DEATH OR INJURY TO PROPERTY OR PERSONS BUT ONLY TO THE EXTENT CAUSED BY THE NEGLIGENT ACT, ERROR OR OMISSION OF CONSULTANT, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, OR OTHER PERSONS FOR WHOM CONSULTANT IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS AGREEMENT.**

IN THE EVENT THAT TOWN AND CONSULTANT ARE CONCURRENTLY NEGLIGENT, THE PARTIES AGREE THAT ALL LIABILITY SHALL BE CALCULATED ON A COMPARATIVE BASIS OF FAULT AND RESPONSIBILITY AND THAT NEITHER PARTY SHALL BE REQUIRED TO DEFEND OR INDEMNIFY THE OTHER PARTY FOR THAT PARTY'S NEGLIGENT OR INTENTIONAL ACTS, ERRORS OR OMISSIONS.

10. **Notices.** Any notices to be given hereunder by either Party to the other may be affected either by personal delivery, in writing, or by registered or certified mail to the following addresses:

Half Associates, Inc.
Dennis Satre
1201 N. Bowser Rd.
Richardson, TX 75081
dsatre@half.com

Town of Prosper
Mario Canizares, Town Manager
PO Box 307
Prosper, TX 75078
mcanizares@prospertx.gov

11. **Termination.** The obligation to provide further services under this Agreement may be terminated by either Party in writing upon thirty (30) calendar days notice. In the event of termination by Town, Consultant shall be entitled to payment for services rendered through receipt of the termination notice.

12. **Sole Parties and Entire Agreement.** This Agreement shall not create any rights or benefits to anyone except Town and Consultant, and contains the entire agreement between the Parties. Oral modifications to this Agreement shall have no force or effect and this Agreement may be modified only as set forth in Section 2.

13. **Assignment and Delegation.** Neither Town nor Consultant may assign its rights or delegate its duties without the written consent of the other Party. This Agreement is binding on Town and Consultant to the extent permitted by law. Nothing herein is to be construed as creating any personal liability on the part of any Town officer, employee or agent. Similarly, in no event shall Consultant's individual employees, consultants, agents, officers, or directors be subject to any personal legal exposure or liability for disputes arising out of or in connection with this Agreement.

14. **Texas Law to Apply; Successors; Construction.** This Agreement shall be construed under and in accordance with the laws of the State of Texas. It shall be binding upon, and inure to the benefit of, the Parties hereto and their representatives, successors and assigns. Should any provisions in this Agreement later be held invalid, illegal or unenforceable, they shall be deemed void, and this Agreement shall be construed as if such provision had never been contained herein.

15. **Conflict of Interest.** Consultant agrees that it is aware of the prohibited interest requirement of the Town Charter, which is repeated in **Exhibit D - Conflict of Interest Affidavit** and incorporated herein as if written word for word, and will abide by the same. Further, a lawful representative of Consultant shall execute the Affidavit included in the exhibit. Consultant understands and agrees that the existence of a prohibited interest during the term of this Agreement will render the Agreement voidable.

Consultant agrees that it is further aware of the vendor disclosure requirements set forth in Chapter 176, Local Government Code, as amended, and will abide by the same. In this connection, a lawful representative of Consultant shall execute the Conflict of Interest Questionnaire, Form CIQ, attached hereto as **Exhibit E - Conflict of Interest Questionnaire** and incorporated herein as if written word for word.

16. **Venue.** The Parties herein agree that this Agreement shall be enforceable in Prosper, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in Collin County, Texas.

17. **Mediation.** In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to non-binding mediation.

18. **Prevailing Party.** In the event a Party initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

19. **"Anti-Israel Boycott" Provision.** In accordance with Chapter 2270, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Chapter 2270 does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the company is not subject to Chapter 2270 for the reasons stated herein, the signatory executing this Agreement on behalf of the company verifies by its signature to this Agreement that the company does not boycott Israel and will not boycott Israel during the term of this Agreement.

20. **IRAN, SUDAN AND FOREIGN TERRORIST ORGANIZATIONS.** If § 2252.153 of the Texas Government Code is applicable to this Contract, by signing below Consultant does hereby represent, verify and warrant that (i) it does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under § 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a "foreign terrorist organization" as defined in § 2252.151 of the Texas Government Code.

21. **PROHIBITION ON CONTRACTS WITH CERTAIN COMPANIES PROVISION.** In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that Consultant is not on a list maintained by the State Comptroller's Office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

22. **Signatories.** Town warrants and represents that the individual executing this Agreement on behalf of Town has full authority to execute this Agreement and bind Town to the same. Consultant warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind Consultant to same.

IN WITNESS WHEREOF, the Parties, having read and understood this Agreement, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the _____ day of _____, 20____.

HALFF ASSOCIATES, INC.

TOWN OF PROSPER, TEXAS

By: Dennis Satre
Signature

By: _____
Signature

Dennis Satre
Printed Name

Mario Canizares
Printed Name

Vice President
Title

Town Manager
Title

6/11/24
Date

Date

EXHIBIT A SCOPE OF SERVICES

PROFESSIONAL ENGINEERING SERVICES AGREEMENT BETWEEN TOWN OF PROSPER, TEXAS, AND HALFF ASSOCIATES, INC. PROSPER TRAIL (COIT TO CUSTER) – 2 WB LANES (PROJECT NO. 2326-ST)

I. PROJECT DESCRIPTION

Prosper Trail – Coit Road to Custer Road

The project involves improvements for the construction of approximately 9,600 linear feet of the WB lanes of Prosper Trail from approximately 800' east of Coit Road to Custer Road including the full reconstruction of pavement and bridge replacement for 1,500 linear feet at the Wilson Creek crossing. The completed pavement section will be a 4-lane concrete divided roadway, 4LD Minor Thoroughfare per the Town of Prosper Thoroughfare Plan (November 2022). The proposed bridge replacement at Wilson Creek will include 8' sidewalks with traffic railing separation and metal tubing pedestrian rail to match recent Prosper arterial bridge design projects. Other project improvements include new concrete and/or asphalt paving for driveway/cross street adjustments, drainage, Town standard street lighting, pavement markings, signing, erosion control, traffic control, water line relocation (4,500 LF), sanitary sewer force main relocation (1,500 LF), median landscape plantings per Town standard scheme and irrigation. Geotechnical recommendations for bridge foundation design will be based on the existing report prepared for same by ECS dated September 13, 2017, project 19-7109. Project services shall also include survey for design and ROW/easement document preparation, subsurface utility investigations and hydraulic modeling for Wilson Creek to confirm clearance to bridge low chord elevation.

II. TASK SUMMARY

Task 1 –50% Construction Plans (Preliminary).

- Design Survey of the proposed roadway corridor consisting of a topographic survey of disturbed areas north of the previous EB lane construction, setting permanent control, locating existing property monumentation, establishing existing north ROW line and adjacent property boundaries, and field locations of all surface utility appurtenances.
- Preparation of construction plan set using the WB design information previously performed by Halff and EB construction record drawing information with the following elements:

- Cover Sheet
- Index
- Project Layout
- Typical Sections
- Construction Phasing Sequence
- Removals
- Paving Plan/Profile including sidewalk
- Bridge Layout and Sections
- Drainage Area Map and Calculations
- Drainage Plan
- Drainage Profiles (proposed trunk and outfalls)
- Water and Wastewater FM horizontal alignment plan
- Signing and Marking Layout
- Earthwork Cross Sections

- Engineer's Opinion of Probable Construction
- Franchise Utility Location Map – Review available utility as-built information based on Town provided permits and record plans. Update existing electronic files to reflect approximate locations of buried utilities.

Task 2 – 90% Construction Plans (Pre-Final).

- Pre-Final Construction Plans addressing the Town's comments from the 50% Preliminary Plan Submittal, including updated design of the elements submitted in Task1 and the following additional detailed design elements:
 - General Notes
 - Grading Plans
 - Misc Paving Details
 - Bridge Substructure and Superstructure Design Details
 - Traffic Control Layout and Phasing
 - Drainage Lateral Profiles
 - Drainage Details
 - Erosion Control Layout
 - Waterline Plan/Profile and Details
 - Wastewater FM Plan/Profile and Details
 - Illumination Layout and Details
 - Planting and Hardscape Layout and Details
 - Irrigation Layout and Details
 - Standard Drawings and Details
 - Paving Plan/Profile including sidewalk
 - Bridge Layout and Sections
- Wilson Creek Hydrology/Hydraulics memorandum.
- Updated Engineer's Opinion of Probable Cost.

Task 3 – 100% Construction Plans (Bid Set).

- Signed and sealed construction documents addressing the Town's comments from the 90% submittal.
- Construction Contract and Specifications based on Town provided standard template documents.
- Preparation of Construction Plans and Construction Contracts and Specifications in electronic format for Town of Prosper to advertise and distribution through the Town's e-bidding site.
- Submittal to ADA/TDLR and addressing comments as required.
- Final Engineer's Opinion of Probable Cost.

Task 4 – Right of Way Documents

- Prepare Easement Documents and Legal Descriptions including up to 12 permanent ROW/easement parcel documents and 8 temporary construction easements from up to 10 parent tracts.

Task 5 – Utility Coordination and Quality Level A SUE

- Prepare utility conflict matrix for coordination purposes. Assist Town with utility relocation coordination with franchise utility owners.
- Provide up to 50' (cumulative) of vertical depth Level A SUE (Potholing) as specifically requested by Town.

Task 6 – Construction Phase

- Attend Pre-Construction Conference including agenda preparation and minutes
- Assist Town in the review of shop drawings and submittals for conformance with plan and specification requirements.
- Respond to project RFI's and change orders as requested by the Town including site visits as necessary.
- Prepare record drawing plan set from Contractor provided information and update electronic base file information.

III. ADDITIONAL SERVICES

Any items requested that are not outlined in the above scope will be considered additional services and will be provided as requested and authorized by Town of Prosper for additional fee. Halff Associates Inc. can provide the following services; however, they are not included in the limited scope of this agreement:

- Submittal, Review, Platting, and Permitting Fees or other Fees associated with adjacent commercial and/or residential development.
- Franchise utility infrastructure design.
- Retaining wall, screen wall and special ROW fencing design.
- Illumination photometric analysis.
- Legal descriptions for vacation of utility easements and/or ROW.
- Right-of-Way appraisal and acquisition services.
- Construction Phase Engineering support and Inspection services.
- Construction Material Testing services.
- Post-construction TDLR inspection.
- CLOMR/LOMR studies and/or applications and field survey for as-built verification.
- Updated Wilson Creek watershed hydrology modeling.
- Detailed Waters of the United States Delineations.
- USACE Pre-Construction Notification (PCN) and Individual Section 404 Permitting.
- Preparation of Construction related SWPPP, NOI, NOT, etc.
- Construction surveying layout and staking.
- Hazardous material site assessment.
- Items not specifically included in the Scope of Services.

IV. DELIVERABLES

Deliverables are for each project part.

Task	Deliverables
Task 1 – 50% Construction Plans	<ul style="list-style-type: none"> • Two (2) Sets of 11" x 17" Construction plans • ROW Strip Map delineating proposed parcel takes for Review • PDF copies of all deliverables
Task 2 – 90% Construction Plans	<ul style="list-style-type: none"> • Two (2) Sets of 11" x 17" Construction plans • Two (2) Sets of draft Construction Contract Documents and Specifications for review. • One (1) copy Wilson Creek Hydraulics Memo • PDF copies of all deliverables
Task 3 – 100% Construction Plans	<ul style="list-style-type: none"> • Two (2) Sets of 11" x 17" construction plans for review and update prior to bidding • Two (2) Sets of Construction Contract Documents and Specifications for review and update prior to bidding • PDF copies of all deliverables
Task 4 – Right of Way Documents	<ul style="list-style-type: none"> • Legal Descriptions and Parcel Exhibits – <ul style="list-style-type: none"> ➤ up to 12 for permanent ROW/Easements ➤ up to 8 for Temporary Construction Easements
Task 5 – Quality Level A SUE	<ul style="list-style-type: none"> • One (1) electronic copy of the SUE locating report and depth information for Level A locates. • PDF copy of received utility records.
Task 6 – Construction Phase	<ul style="list-style-type: none"> • One (1) Set of 11" x 17" Record Drawings. • PDF copy of Record Drawings. • Update CADD files for design including GIS file format as required by Town.

**EXHIBIT B
COMPENSATION SCHEDULE**

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN TOWN OF PROSPER, TEXAS, AND HALFF ASSOCIATES, INC.
PROSPER TRAIL (COIT TO CUSTER) – 2 WB LANES
(PROJECT NO. 2326-ST)**

I. COMPENSATION SCHEDULE – PROSPER TRAIL

Task	Completion Schedule	Compensation Schedule
Notice-to-Proceed – P.O. Project Management and Coordination	October 1, 2024	\$31,723.00
Task 1 – 50% Construction Plans	January 25, 2025	\$250,225.00
Task 2 – 90% Construction Plans	July 5, 2025	\$300,988.00
Task 3 – 100% Construction Plans	September 21, 2025	\$58,364.00
Task 4 – Right of Way Documents	April 24, 2025	\$48,529.00
Task 5 – Utility Coordination and Level A SUE	October 2025	\$35,045.00
Task 6 – Construction Phase	September 2027	\$38,126.00
Total Compensation		\$763,000.00

Note: Schedule dates are dependent on notice to proceed date as shown and Town review time of not more than 4 weeks for each progress submittal of the construction plans.

II. COMPENSATION SUMMARY – PROSPER TRAIL

Basic Services (Lump Sum)	Amount
Project Management and Coordination	\$31,723.00
Task 1 – 50% Construction Plans	\$250,225.00
Task 2 – 90% Construction Plans	\$300,988.00
Task 3 – 100% Construction Plans	\$58,364.00
Total Basic Services:	\$641,300.00

Special Services (Hourly Not-to-Exceed)	Amount
Task 4 – Right of Way Documents	\$48,529.00
Task 5 – Utility Coordination and Level A SUE	\$35,045.00
Task 6 – Construction Phase	\$38,126.00
Total Special Services:	\$121,700.00

EXHIBIT C INSURANCE REQUIREMENTS

Service provider shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by the service provider. A certificate of insurance meeting all requirements and provisions outlined herein shall be provided to the Town prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. ISO Form Number GL 00 01 (or similar form) covering Commercial General Liability. "Occurrence" form only, "claims made" forms are unacceptable, except for professional liability.
2. Workers Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
3. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract.
4. Professional Liability, also known as Errors and Omissions coverage.

B. MINIMUM LIMITS OF INSURANCE

Service Provider shall maintain throughout contract limits not less than:

1. Commercial General Liability: \$500,000 per occurrence /\$1,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy will include coverage for:
 - a. Premises / Operations
 - b. Broad Form Contractual Liability
 - c. Products and Completed Operations
 - d. Personal Injury
 - e. Broad Form Property Damage
2. Workers Compensation and Employer's Liability: Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 each accident, \$300,000 Disease- Policy Limit, and \$100,000 Disease- Each Employee.
3. Automobile Liability: \$500,000 Combined Single Limit. Limits can only be reduced if approved by the Town. Automobile liability shall apply to all owned, hired, and non-owned autos.
4. Professional Liability aka Errors and Omissions: \$500,000 per occurrence and in the aggregate.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retentions in excess of \$350,000 must be declared to and approved by the Town.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverages

- a. The Town, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the provider, products and completed operations of the provider, premises owned, occupied or used by the provider. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.
- b. The provider's insurance coverage shall be primary insurance in respects to the Town, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the provider's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Town, its officers, officials, employees, boards and commissions or volunteers.
- d. The provider's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the insured's limits of liability.

2. Workers Compensation and Employer's Liability Coverage:

The insurer shall agree to waive all rights of subrogation against the Town, its officers, officials, employees and volunteers for losses arising from work performed by the provider for the Town.

3. All Coverages:

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after 30 days written notice to the Town for all occurrences, except 10 days written notice to the Town for non-payment.

4. Professional Liability and / or Errors and Omissions:

"Claims made" policy is acceptable coverage, which must be maintained during the course of the project, and up to two (2) years after completion and acceptance of the project by the Town.

E. ACCEPTABILITY OF INSURERS

The Town prefers that Insurance be placed with insurers with an A.M. Best's rating of no less than **A- VI**, or better.

F. VERIFICATION OF COVERAGE

Service Provider shall provide the Town with certificates of insurance indicating the coverages required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of insurance similar to the ACORD Form are acceptable. Town will not accept Memorandums of Insurance or Binders as proof of insurance. The Town reserves the right to require complete, certified copies of all required insurance policies at any time.

Certificate holder to be listed as follows:

Town of Prosper
P.O. Box 307
Prosper, TX 75078

EXHIBIT E CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY <hr/> Date Received	
1 Name of vendor who has a business relationship with local governmental entity. <p style="text-align: center; font-size: 1.2em; color: blue;">HALFF ASSOCIATES, INC</p>		
2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. <p style="text-align: center; font-size: 1.2em; color: blue;">N. A.</p> <p style="text-align: center; font-size: 0.8em;">Name of Officer</p>		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.		
<p style="text-align: center;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p style="text-align: center;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more. <p style="text-align: center; font-size: 1.5em; color: blue;">NONE</p>		
6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7 <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;"> <hr style="width: 100%;"/> Signature of vendor doing business with the governmental entity </div> <div style="text-align: center;"> <p style="font-size: 1.5em; color: blue;">6/11/24</p> <hr style="width: 100%;"/> Date </div> </div>		



Prosper Trail Improvement Project Coit Road to Custer Road (2 WB Lanes)





ENGINEERING SERVICES

To: Mayor and Town Council

From: Hulon T. Webb, Jr., P.E., Director of Engineering Services

**Through: Mario Canizares, Town Manager
Chuck Ewings, Assistant Town Manager**

Re: Wastewater Line Reimbursement Agreement

Town Council Meeting – August 27, 2024

Strategic Visioning Priority: 1. Acceleration of Infrastructure

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a Wastewater Line Construction Costs Reimbursement Agreement between H-E-B, LP, and the Town of Prosper, Texas, related to the construction of a portion of the Upper Doe Branch Wastewater Line on the H-E-B property for \$186,996.

Description of Agenda Item:

The Town is currently under design for the Upper Doe Branch Wastewater Line project that will construct a major wastewater line from east of Teel Parkway to the PISD Stadium lift station. With the construction of the H-E-B, it is crucial that a section of the wastewater line be installed with their project to avoid future disruption.

The Wastewater Line Construction Costs Reimbursement Agreement outlines the Town's obligations to reimburse H-E-B, LP, upon the approval and acceptance of the construction of the wastewater line on the H-E-B property.

Budget Impact:

The estimated cost for the construction is \$186,996 and will be funded from the Upper Doe Branch Wastewater Line (Teel – PISD Stadium) project Account No. 760-6610-10-00-2152-WW. The construction budget for the project includes \$4,050,000 approved in the FY2024 Capital Budget and an additional \$3,000,000 to be approved in FY2025.

Legal Obligations and Review:

Terrence Welch of Brown & Hofmeister, L.L.P., has reviewed the agreement as to form and legality.

Attachments:

1. Wastewater Line Construction Costs Reimbursement Agreement
2. Location Map

Town Staff Recommendation:

Town Staff recommends that the Town Council authorize the Town Manager to execute a Wastewater Line Construction Costs Reimbursement Agreement between H-E-B, LP, and the Town of Prosper, Texas, related to the construction of a portion of the Upper Doe Branch Wastewater Line on the H-E-B property for \$186,996.

Proposed Motion:

I move to authorize the Town Manager to execute a Wastewater Line Construction Costs Reimbursement Agreement between H-E-B, LP, and the Town of Prosper, Texas, related to the construction of a portion of the Upper Doe Branch Wastewater Line on the H-E-B property for \$186,996.

WASTEWATER LINE CONSTRUCTION COSTS REIMBURSEMENT AGREEMENT
(H-E-B)

THIS SANITARY SEWER CONSTRUCTION COSTS REIMBURSEMENT AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2024 (“Effective Date”), by and between the Town of Prosper, Texas (“Prosper” or the “Town”), and H-E-B, LP, a Texas limited partnership (“Developer”), individually referred to as a “Party” and collectively referred to as the “Parties.”

WITNESSETH:

WHEREAS, although Developer is constructing a wastewater line on its property (the “Property”) depicted on Exhibit A, to serve its development, Developer has agreed to construct at Town’s cost a parallel wastewater line on its Property for the Town’s and the Developer’s use (“Project”), and any reference to the “Project” in this Agreement relates only to that construction by Developer of the parallel wastewater line for the Town’s and the Developer’s use as provided herein; and

WHEREAS, the wastewater line the Developer is constructing on its property to serve its development that will connect to the parallel wastewater line on the Property is attached as Exhibit B, incorporated by reference; and

WHEREAS, subject to the terms, provisions and conditions hereof, the Project shall be constructed by Developer on the Property, and further, the Parties agree and acknowledge that the construction of the Project in conjunction with Developer’s construction of a wastewater line will result in cost savings to the Town and Developer, less inconvenience to Developer and its customers, and will result in less disruption on Developer’s Property since Developer’s construction of a wastewater line in conjunction with the construction of the parallel wastewater line for the Town’s and Developer’s use will be more timely and expeditious; and

WHEREAS, this Agreement clearly is in the best interests of the Town and Developer and it is deemed mutually beneficial to each that the construction of the Project proceed uniformly with Developer’s construction of its wastewater line.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Town and Developer covenant and agree as follows:

1. **Developer’s Construction of the Project.** The Parties agree and acknowledge that, subject to Developer obtaining all permits and approvals for the construction thereof, Developer shall construct the Project in accordance with the plans attached hereto as Exhibit C (the “Plans”), and Developer’s construction shall be undertaken in conjunction with Developer’s construction of the wastewater line on its Property. Within thirty (30) days of the Town’s acceptance of the Project, Developer shall be eligible for reimbursement of actual construction costs incurred by Developer in construction of the Project, and such other reimbursable and related costs, if any, all as

set forth on **Exhibit D** or as otherwise mutually agreed upon by the Town and Developer (collectively, the “**Reimbursement**”). The phrase “construction costs” as used herein shall mean the actual construction costs, including design costs, construction costs, engineering costs, surveying costs and geotechnical materials testing and any fees associated with the Project. Further, upon the Town’s acceptance of the Project, all improvements comprising the Project constructed by Developer shall become the property of the Town.

2. The Parties agree and acknowledge that Developer shall bid the construction of the Project with at least three (3) qualified contractors and shall provide copies of the bids received for such items to the Town within five (5) business days of Developer’s receipt of same. The Town agrees to assist Developer in the bidding process. Developer shall not proceed to award a contract(s) for the design and construction of the Project unless and until the Town provides written approval of said contract(s), which approval shall be granted or denied within seven (7) days after Town’s receipt of same. It is expressly understood and agreed that Developer shall operate as an independent contractor in each and every respect hereunder and not as an agent, representative or employee of the Town. The Parties agree that nothing in this Agreement will be construed as the creation of a partnership or joint enterprise between the Town and Developer.

3. **Default.** If Developer fails to comply with any provision of this Agreement after receiving thirty (30) days’ written notice to comply from the Town or such longer period as may be reasonably necessary provided that Developer commences to cure the default or breach within the 30-day period and proceeds with reasonable diligence thereafter to complete such cure, then so long as such default continues and is not cured following a second 30-day written notice from Town to Developer, subject to Paragraph 15 of this Agreement, the Town shall have the right, as its sole remedy hereunder, to complete the construction of the Project at the Town’s cost in accordance with the Plans and shall pay to Developer the costs incurred by Developer as of the date thereof, limited to such costs for the portion of the Project constructed by Developer which comply with the Plans.

In the event the Town fails to comply with the terms and conditions of this Agreement, subject to Paragraph 15 of this Agreement, Developer may seek specific enforcement of this Agreement and/or bring suit to recover any amounts due and owing hereunder (but not consequential or punitive damages) as its sole and exclusive remedies.

4. **Other Applicable Development Ordinances.** Unless otherwise expressly stipulated in this Agreement, nothing herein shall relieve Developer from compliance with the construction of the Project under applicable development ordinances of the Town, provided that Town will expeditiously process and cooperate with Developer’s requests for permits and approvals for the Project.

5. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Collin County, Texas. Venue for any action arising under this Agreement shall lie in Collin County, Texas.

6. **Notices.** Any notices required or permitted to be given hereunder shall be given by certified or registered mail, return receipt requested, to the addresses set forth below or to such other single address as either party hereto shall notify the other:

If to the Town: The Town of Prosper, Texas
P.O. Box 307
Prosper, Texas 75078
Attn: Town Manager's Office

If to Developer: H-E-B, LP
646 S. Flores Street
San Antonio, Texas 78204
Attn: Benjamin R. Scott
Telephone: (210) 938-8766
Email: scott.ben@heb.com

With copy to: Golden Steves & Gordon LLP
200 E. Basse Rd., Suite 200
San Antonio, Texas 78209
Attn: Ami Gordon
Telephone: (210) 745-3700
Email: agordon@goldensteves.com

7. **Prevailing Party.** In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

8. **Sovereign Immunity.** The Parties agree that the Town has not waived its sovereign immunity by entering into and performing its obligations under this Agreement; however, for purposes of enforcement of this Agreement by Developer, the Town agrees that it has waived its sovereign immunity, and to that extent only.

9. **Effect of Recitals.** The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the Town Council; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as

part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

10. **Consideration**. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

11. **Counterparts**. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. Electronic signatures shall be binding and shall have the same force and effect as an original signature.

12. **Entire Agreement**. This Agreement contains the entire agreement between the Parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against either Party.

13. **Savings/Severability**. Invalidation of any one of the provisions of this document by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

14. **Authority to Execute**. The Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The Town warrants and represents that the individual executing this Agreement on behalf of the Town has full authority to execute this Agreement and bind the Town to the same. This Agreement is and shall be binding upon Developer, its successors and assigns.

15. **Mediation**. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the Parties agree to submit such disagreement to a non-binding mediation, as a condition precedent to the institution of legal or equitable proceedings by any Party, unless the institution of such legal or equitable proceeding is necessary to avoid the running of an applicable statute of limitation. The Parties shall endeavor to resolve their claims by non-binding mediation for a period not to exceed sixty (60) days from the date of such disagreement. The Town and Developer shall share the costs of mediation equally. The mediation shall be held at a mutually agreed location.

16. **Intentionally Omitted**.

17. **Indemnification.** From the Effective Date of this Agreement to the date on which all work with respect to the Project is completed and all improvements, as contemplated herein, have been accepted by the Town, Developer does hereby agree to release, defend, indemnify and hold harmless the Town and its elected and appointed officials, officers, employees and agents from and against all actual damages (but not consequential or punitive damages), injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments and costs pertaining to injury to person or damage to property arising out of the Developer's construction of the Project, including reasonable attorney's fees and expenses (including reasonable attorney's fees and expenses incurred in enforcing this indemnity), caused by the negligent, grossly negligent, and/or intentional act and/or omission of Developer, or any other third parties for whom Developer engaged, in its/their performance of this Agreement. Developer is expressly required to defend the Town against all such claims arising under this Agreement as expressly set forth above pursuant to this indemnity, and the Town is required to reasonably cooperate and assist developer(s) in providing such defense. Developer shall not be required to indemnify the Town from claims caused in whole or in part by the Town's negligent, grossly negligent, and/or intentional acts and/or omissions, or any other third parties for whom the Town engaged.

18. **Approval of Counsel.** The Town reserves the right to provide a portion or all of its' own defense, at its sole cost; however, the Town is under no obligation to do so. Any such action by the Town is not to be construed as a waiver of Developer's obligation to defend the Town or as a waiver of Developer's obligation to indemnify the Town pursuant to this Agreement.

19. **Survival.** Paragraph 17, "Indemnification," shall survive the termination of this Agreement.

20. **Miscellaneous Drafting Provisions.** This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply.

21. **No Third Party Beneficiaries.** Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third party beneficiaries by entering into this Agreement.

22. **Applicability of Town Ordinances.** The signatories hereto shall be subject to all applicable ordinances of the Town provided that Town represents (i) that it is in compliance with all ordinances applicable to this Agreement and has the authority to enter into and perform its obligations hereunder, and (ii) Town has set aside the amounts payable by Town to Developer hereunder and has obtained all approvals to pay such amounts to Developer hereunder as provided herein.

IN WITNESS WHEREOF, the Parties hereto have caused this document to be executed as of the Effective Date.

THE TOWN OF PROSPER, TEXAS

By: _____
Name: Mario Canizares
Title: Town Manager

STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the ____ day of _____, 2024, by Mario Canizares, Town Manager for the Town of Prosper, Texas, on behalf of the Town of Prosper, Texas.

Notary Public, State of Texas

EXHIBIT A
(Depiction of the Property)

Next 1 Page

EXHIBIT B
(Utility Plan)

Next 1 Page

EXHIBIT C
(Plans)

Next 5 Pages

EXHIBIT D
(Construction Costs)

UPPER DOE BRANCH WASTEWATER LINE (TEEL - PISD STADIUM)					
H.E.B. SITE INSTALLATION					
ITEM	DESCRIPTION	UNIT	BID QNTY	UNIT COST	TOTAL ITEM COST
1	15" PVC (SDR 35) WASTEWATER LINE BY OPEN CUT	LF	700	\$ 100.00	\$ 70,000.00
2	12" PVC (SDR 35) WASTEWATER LINE BY OPEN CUT	LF	280	\$ 89.00	\$ 24,920.00
3	5' DIAMETER SSMH (Avg. 17' Depth)	EA	3	\$ 16,158.00	\$ 48,474.00
4	SEWER FITTINGS	LS	1	\$ 3,822.00	\$ 3,822.00
5	WATER TESTING	LF	980	\$ 2.00	\$ 1,960.00
6	TRENCH SAFETY	LF	980	\$ 1.00	\$ 980.00
7	HAUL SPOILS OFFSITE	CY	360	\$ 15.00	\$ 5,400.00
8	MAINTENANCE BOND	LS	1	\$ 3,200.00	\$ 3,200.00
9	GENERAL CONDITIONS	LS	1	\$ 1,340.00	\$ 1,340.00
10	INSURANCE	LS	1	\$ 1,175.00	\$ 1,175.00
11	GC FEE	LS	1	\$ 25,725.00	\$ 25,725.00
	ESTIMATED TOTAL				\$ 186,996.00

LOCATION MAP



Wastewater Line Reimbursement Agreement
Upper Doe Branch Wastewater Line on H-E-B Property



**Wastewater Line Reimbursement
Agreement:
\$186,996**

Upper Doe Branch Wastewater Line





PARKS AND RECREATION

To: Mayor and Town Council

From: Dan Baker, Director of Parks and Recreation

**Through: Mario Canizares, Town Manager
Robyn Battle, Executive Director**

Re: First Amendment to a Professional Services Agreement

Town Council Meeting – August 27, 2024

Strategic Visioning Priority: 1. Acceleration of Infrastructure

Agenda Item:

Consider and act upon approval of an amendment to a professional services agreement with Peak Program Value, LLC, for additional project controls services related to the development of Raymond Community Park in the amount of \$64,390.

Description of Agenda Item:

The Town entered into a Professional Services Agreement with Peak Program Value, LLC (PPV) for project control services during preconstruction and construction of First & Coit Community Park (Raymond Community Park) in February of 2024. The scope of the preconstruction project control services has been finalized since the execution of the original Professional Services Agreement, and the overall schedule for construction services has been extended due to project weather delays and additional scope that has been added at the Town's request.

The finalized project control services are as follows:

1. Original Preconstruction Project Controls Services (work already complete): \$23,450
The original Preconstruction Services were approved in October 2023 and anticipated one Guaranteed Maximum Price (GMP) for the CMAR. The GMP package was broken into GMP #1 and GMP #2, and these preconstruction services were extended by more than 6 months. PPV is not requesting additional fees for this added work or this extension of preconstruction.
2. Preconstruction Project Controls for \$2M added funding (work underway): \$ 3,140
These services are requested for the additional effort required to manage the scope, cost and contract changes for the multiple alternates now under consideration by the Town. The change order for these added budgeted items will be presented to the Town Council on August 27, 2024, after all quotes have been finalized.

3. Additional Four Months of Construction Project Controls : \$37,800
The CMAR's construction schedule provided with their GMP # 2 Amendment shows the project completing construction in Q3 2025, which is an extension of four (4) months from the original plan due to weather delays and additional scope. PPV's request is based on their contracted fee for services per month.

Budget Impact:

The original contract amount is \$141,750, plus the addition of this \$64,390 for this Contract Amendment No.1 bringing the total cost of services to \$206,140. The original budget for these services was \$165,200 (\$141,750 + \$23,450), which included the original preconstruction and construction services. Additional funding for this amendment is available in account 750-5410-10-00-2122-PK.

Legal Obligations and Review:

Terrence Welch of Brown & Hofmeister, L.L.P., has approved the attached documents as to form and legality.

Attached Documents:

1. PPV Amended Service Agreement
2. PPV Professional Services Agreement

Town Staff Recommendation:

Town Staff recommends approval of the amendment to the professional services agreement with Peak Program Value, LLC, for additional design services for Raymond Community Park.

Proposed Motion:

I move to approve an amendment to the professional services agreement with Peak Program Value, LLC, for additional design services for Raymond Community Park in the amount of \$64,390.

**CONTRACT AMENDMENT #1
BETWEEN THE TOWN OF PROSPER, TEXAS, AND PEAK PROGRAM VALUE, LLC
FOR THE RAYMOND COMMUNITY PARK PHASE 1 PROJECT 2122-PK**

This Contract Amendment for Professional Services, hereinafter called "Amendment," is entered into by the **Town of Prosper, Texas**, a municipal corporation, duly authorized to act by the Town Council of said Town, hereinafter called "Town," and **Peak Program Value, LLC**, a company authorized to do business in Texas, acting through a duly authorized officer, hereinafter called "Consultant," relative to Consultant providing professional services to Town. Town and Consultant when mentioned collectively shall be referred to as the "Parties."

WITNESSETH:

WHEREAS, the Town previously engaged the services of the Consultant in connection with **Raymond Community Park Phase I Project 2122-PK** to be located at 201 Coit Road, hereinafter called "Project"; and

WHEREAS, the Parties previously entered into an professional services agreement regarding the Project on or about February 27, 2024, in the amount of one hundred forty-one thousand, seven hundred & fifty dollars (\$141,750), hereinafter called the "Original Agreement"; and

WHEREAS, the Parties now desire to amend the Original Agreement to increase the scope of services and compensation provided to include full preconstruction services up to the current date, and an additional 4 months of construction services.

For the mutual promises and benefits herein described, Town and Consultant agree to amend the Original Agreement as follows:

1. **Additional Services to be Performed by Consultant.** The Parties agree that Consultant shall perform such additional services as are set forth and described in **Exhibit A1 – Scope of Services & Compensation** and incorporated herein as if written word for word. All references in the Original Agreement to "Exhibit A" are hereby amended to state "Exhibits A and A1."
2. **Additional Compensation of Consultant.** Town agrees to pay to Consultant for the satisfactory completion of all services included in this Amendment a total additional fee of sixty-four thousand, three hundred and ninety dollars (\$64,390) for the additional services as set forth and described in **Exhibit A1 – Scope of Services & Compensation** and incorporated herein as if written word for word. All references in the Original Agreement to "Exhibit A" are hereby amended to state "Exhibits A and A1."
3. **Revised Compensation for Consultant's Services.** Paragraph 3 of the Original Agreement is hereby amended to increase Consultant's total compensation by deleting one hundred forty-one thousand, seven hundred & fifty dollars (\$141,750), and replacing it with two hundred six thousand, one hundred & forty dollars (\$206,140).
4. **Revised Schedule for Consultant's Services.** Paragraph 4 of the Original Agreement is hereby amended to delete Exhibit B, and replace it with Exhibit B.1. All references in the Original Agreement to "Exhibit B" are hereby amended to state "Exhibit B1."
5. **Original Agreement.** All other provisions and terms of the Original Agreement shall remain in full force and effect and this Amendment to the Original Agreement shall in no way release, affect, or impair any other provision or responsibility contained in the Original Agreement.

IN WITNESS WHEREOF, the Parties, having read and understood this Amendment, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the _____ day of _____, 20____.

PEAK PROGRAM VALUE, LLC

TOWN OF PROSPER, TEXAS



By: _____
Signature

By: _____
Signature

Chris Squadra
Printed Name

Mario Canizares
Printed Name

Partner
Title

Town Manager
Title

August 22, 2024
Date

Date

**EXHIBIT A1
SCOPE OF SERVICES & COMPENSATION**

The additional Services & Compensation for this Amendment # 01 follows this page.

Scope of Services & Compensation - Raymond Park

Item 10.

Service Item #	Description	Level of Service
1.0	Preconstruction	w/Below
1.A	Project Discovery, Goals & Project Definition	Complete
1.0	Project Leadership Interviews	✓
2.0	Project Goal Setting	✓
3.0	Project Stakeholder Interviews	✓
4.0	Physical Asset Discovery & Documentation Review	✓
5.0	Manage Physical Asset Evaluation Process (by 3rd Party Subject Matter Experts)	
6.0	Current & Projected Needs Assessment	
7.0	Project Scope Definition	✓
1.B	Goal-setting, Scheduling & Information Management	Complete
1.0	Project Implementation Plan	✓
2.0	Communication & Information Management Plan	
3.0	Conceptual Master Project Schedule	✓
4.0	Conceptual Construction Phasing Plan	
5.0	Detailed Master Project Schedule	✓
1.C	Cost Management	Complete
1.0	Programmatic Construction Cost Estimate – One Scheme	✓
2.0	Programmatic Construction Cost Estimate – Additional Schemes (Each)	
3.0	Owner’s Development Budget Validation	✓
4.0	Conceptual Design Construction Cost Estimate – One Scheme	✓
5.0	Conceptual Design Construction Cost Estimate – Additional Schemes (Each)	
6.0	Cash Flow Prediction	✓
7.0	50% Schematic Design Construction Cost Estimate (Assumes Single Scheme)	
8.0	100% Schematic Design Construction Cost Estimate (Assumes Single Scheme)	✓
9.0	Validation of GC’s Initial Construction Cost Estimate	✓
10.0	50% Design Development Construction Cost Estimate (Assumes Single Scheme)	
11.0	GC’s Estimate Validation at 100% Design Development	✓
12.0	Validation of the GC’s Proposed Final Guaranteed Maximum Price (GMP)	✓
13.0	Value Engineering, Life Cycle Cost Analysis and Evaluation of New Alternatives	✓
14.0	Coordination of Furnishings, Fixtures & Equipment (FF&E), IT, AV and Security Budgets	
1.D	Best Value Procurement Processes	Complete
1.0	“Owner-friendly” Design Team Selection Strategies	
2.0	Design Team Selection Assistance	
3.0	“Owner-friendly” Contracting Team Selection Strategies	

Scope of Services & Compensation - Raymond Park

Item 10.

Service Item #	Description	Level of Service
4.0	Contracting Team Selection Assistance	✓
5.0	Contractor/Sub Prequals, Solicitation, Bid Analysis & Award Recommendation Validation	✓
1.E	Ongoing Preconstruction Services - From Start Date to Notice to Proceed for Construction	Complete
1.0	Interactive Work Sessions and Meetings Required for Basic Preconstruction Services	✓
	Services Duration = Current Project Contract Schedule; Extensions Calc'd at Monthly Rate	
2.0	Construction	
2.A	One Time Tasks - Set Up Project Controls & Information Management Systems	
1.0	Cost Management Options Review	✓
2.0	Schedule Management Options Review	✓
3.0	Information Management Options Review	✓
4.0	Set Up the Chosen Systems, Processes & Tools for Tracking:	✓
.1	Budgets Against Commitments	✓
.2	Proposed Change Orders	✓
.3	Pending Commitments	✓
.4	GC, Design Team, and Consultant Contract Changes	✓
.5	Contingency Use Log(s)	✓
.6	Commitments vs. Budget	✓
.7	Payments vs. Commitments	✓
5.0	Set Up Buyout Savings Tracking Process with GC	✓
6.0	Set Up the Allowances & Furnishings/Equipment Budget Tracking System	✓
7.0	Review Project Controls Systems with Team	✓
8.0	Project Controls Systems Training for Architect & Owner Team	✓
	One Time Tasks - Set Up Project Controls & Information Management Systems	
2.B	Ongoing Project Control Services - Cost, Schedule & Information Management	
1.0	Ongoing Cost Management	✓
2.0	Ongoing Schedule Management	✓
3.0	Ongoing Information Management	✓
4.0	Meetings During Construction:	
.1	Project Executive	Monthly
.2	Senior Project Manager	
.3	Project Manager	4X per Month

Scope of Services & Compensation - Raymond Park

Item 10.

Service Item #	Description	Level of Service
.4	Assistant PM	
5.0	Review Project Status & Interview Team Members	✓
6.0	Read Weekly Meeting Minutes & Status Logs	✓
7.0	Reporting to Owner	4X per Month
8.0	Review Applications for Payment Monthly:	✓
.1	Note Compliance with the Contract and Standards of the Industry	✓
.2	Compare Scheduled/Completed Work vs. Amount Billed	✓
.3	Review Appropriateness of Contingency Reallocations	✓
.4	Validate Proper Documentation of Expenditures	✓
.5	Track Use of Allowances	✓
.6	Track Invoices for Furnishings & Equipment	✓
.7	Confirm Buyout Savings Status	✓
9.0	Update Owner's Budget	✓
10.0	Maintain and Update Project Budget Tracking System	✓
11.0	Publish Monthly Reports wExecutive Summary + Detailed Findings	✓
12.0	Establish Schedule Tracking Procedures	✓
13.0	Validate GC's Proposed Change Requests (up to a Max of 5.0% of GC's Contract Amount)	5.0%
	(5.0% CO Max is Calculated on Contract without Owner's Contingency Line Included)	
	(Evaluating & Negotiating COs Above this 5.0% Amount Is An Additional Service)	
14.0	Validate Project Turnover, Start-up, Owner Move-in, and Closeout Procedures	✓
	Services Duration = Current Project Contract Schedule; Extensions Calc'd at Monthly Rate Below	
	Ongoing Project Control Services - Cost, Schedule & Information Management	
2.C	Owner Stakeholder Management	
1.0	Provide Direct Interface with End-users and Other Stakeholders as Required	These Services to be Provided by the Town of Prosper (KB)
2.0	Maintain a Single Point of Project Contact for the Owner Team	
3.0	Provide Briefings of Officials, Council, Boards, Commissions, & Ad-hoc Committees	
4.0	Plan, Coordinate & Lead Project Update Meetings & Status Report Distribution for Above	
5.0	Provide a Public Communication Plan for Neighborhoods & Community-wide Citizens	
6.0	Assist Staff in Coordination of Ground-breaking, Announcements & Press Conferences	
7.0	Coordinate Design, Approval & Placement of Project Signage	
7.0	Serve as the Owner's Point of Contact during Construction	
8.0	Conduct Construction Update Meetings at Construction Sites	
2.D	Quality Management	

Town of Prosper & Consultant PSA - Exhibit A.1
Scope of Services & Compensation - Raymond Park

Updated 22 AUG 2024

Printed on 8/22/2024 at 5:

Item 10.

Service Item #	Description	Level of Service
1.0	Coordinate Project Close Out, including Obtaining Final As-Built Plans from Contractor	✓
2.0	Monitor Construction Progress	✓
3.0	Advise the Owner of Any Observations of Non-Conforming Work or Other Quality Concerns	✓
4.0	Manage the Geotechnical Investigations and Develop Contracts for Geotechnical Firms	✓
5.0	Review Results from Geotechnical Investigations	✓
6.0	Review Contractor's Quality Control Plan	✓
7.0	Provide Oversight of Owner's Quality Assurance Plan	✓
8.0	Review Submittals Prepared by the Contractor & Processed by the Design Team	✓
9.0	Coordinate Owner Staff Review of Submittals Where Required	By ToP (KB)
10.0	Coordinate Owner Vendors, to Include Security, Data, Telecom, & Move Management	By ToP (KB)
11.0	Coordinate Furnishings Installation (Furnishings Procurement by Others)	By ToP (KB)
12.0	Coordinate Owner's Architect's Site Visits & Facility's Punchlist Distribution/Tracking	By Dunaway
13.0	Monitor Contractor's Completion of Punchlist Items & Architect's Confirmation of Same	By Dunaway
14.0	Coordinate Owner's Commissioning Consultant's Site Visits & Review Reports	Not Required
15.0	Monitor Contractor's Compliance w/Commissioning Consultant's Findings & Final Cx Report	Not Required
16.0	Coordinate Turnover of Closeout Documentation & Project Information Management System	✓
17.0	Coordinate Owner's Architect's 11 Month Warranty Site Visit & Distribution Findings	By ToP (KB)
2.E	Support Services for Other Owner Project Management Responsibilities	
1.0	Issue "Notices to Proceed" on Appropriate Phases	✓
2.0	Coordinate TAS Consultant's Site Visit(s) & Review TAS Consultant's Findings	By Dunaway
	Support Services for Other Owner Project Management Responsibilities	
Original PSA Construction Services: 01 MAR 2024 to 31 MAY 2025 (Cost per Month)		9,450
Original PSA Construction Services Fees for Project Controls (15 Months x \$ 9,450)		141,750
Additional Services for PPV's PSA Amendment #01		
Construction Services: Assumes 01 JUN 2025 to 30 SEP 2025 (Add 4 Months)		37,800
Construction Services Fees for Project Controls (Assumes 19 Months)		179,550

Town of Prosper & Consultant PSA - Exhibit A.1
Scope of Services & Compensation - Raymond Park

Updated 22 AUG 2024

Printed on 8/22/2024 at 5:

Item 10.

Service Item #	Description	Level of Service
	Preconstruction Services: Original Scope of Work	23,450
	Preconstruction Services: Added \$2M Funding - Scope & Budget Management	3,140
Preconstruction + Construction Project Control Services (Original + Amndt # 1)		206,140

3.0	Task Order Clarifications & Exclusions	
3.1	Safety Plan and Logistics Coordination Are Solely the Resonsibility of the Contractor	Excluded
3.2	Quality Management of Materials & Installation Are Solely the Resonsibility of the Contractor	Excluded
3.3	Consultant Will Be Performing Onsite Observations, not Continuous or Exhaustive Inspections	Excluded
3.4	Consultant Will Not be Held Responsible for Contractor's or Vendor's Nonconforming Work	Excluded
3.5	Consultant is Not Responsible for Architect's or Contractor's Failure to Perform	Excluded
3.6	Fees for for Architect's or Contractor's Failure to Perform, or Project Delays are Add Services	Excluded
3.7	Design, Procurement, and Delivery of Furnishings is by Others	Excluded
3.8	Design, Procurement, and Delivery of Security, Data, Telecom Equipment is by Others	Excluded
3.9	Services Not Checked in Sections Above (Even if Included In PSA Exhibit A) Are Excluded	Excluded

**EXHIBIT B1
SCHEDULE**

The updated Schedule for this Amendment # 01 follows this page.

Town of Prosper - Raymond Community Park - Master Project Schedule - GMP #s 1 and 2

ID	Description	Biz Days	Start	Finish	Half 2, 2023							Half 1, 2024				Half 2, 2024							Half 1, 2025				
					A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J
1	GMP Package #1	48 days	Wed 10/11/23	Tue 12/19/23	GMP Package #1																						
2	95% CD's Town Comments Received	0 days	Wed 10/11/23	Wed 10/11/23	10/11/2023 ◆ 95% CD's Town Comments Received																						
3	GMP 1 100% CD's Released	4 days	Wed 10/11/23	Mon 10/16/23	10/11/2023 ■ GMP 1 100% CD's Released																						
4	GMP 1 100% CD's Amendment 1 Released	4 days	Tue 10/17/23	Fri 10/20/23	10/17/2023 ■ GMP 1 100% CD's Amendment 1 Released																						
7	GMP 1 Sub Prepare Bids	23 days	Tue 10/17/23	Thu 11/16/23	10/17/2023 ■ GMP 1 Sub Prepare Bids																						
5	GMP 1 Sub Questions Due to DCI	7 days	Mon 10/23/23	Tue 10/31/23	10/23/2023 ■ GMP 1 Sub Questions Due to DCI																						
6	GMP 1 Addendum #3 Released	2 days	Wed 11/1/23	Thu 11/2/23	11/1/2023 ■ GMP 1 Addendum #3 Released																						
8	GMP 1 Bid Opening at Town Hall	0 days	Thu 11/16/23	Thu 11/16/23	11/16/2023 ◆ GMP 1 Bid Opening at Town Hall																						
9	GMP 1 Prep by DCI & Review by PPV	3 days	Fri 11/17/23	Tue 11/21/23	11/17/2023 ■ GMP 1 Prep by DCI & Review by PPV																						
10	GMP 1 Final to PARD Team	0 days	Mon 11/27/23	Mon 11/27/23	11/27/2023 ◆ GMP 1 Final to PARD Team																						
11	GMP 1 Review Mtg w/PARD & DWY Team	0 days	Tue 11/28/23	Tue 11/28/23	11/28/2023 ◆ GMP 1 Review Mtg w/PARD & DWY Team																						
12	GMP 1 Final Reviewed w/CMO (by RB)	0 days	Wed 11/29/23	Wed 11/29/23	11/29/2023 ◆ GMP 1 Final Reviewed w/CMO (by RB)																						
13	GMP 1 Final OK'd by CMO Team	0 days	Thu 11/30/23	Thu 11/30/23	11/30/2023 ◆ GMP 1 Final OK'd by CMO Team																						
14	Town Council Packets Close (GMP 1 Done)	0 days	Mon 12/4/23	Mon 12/4/23	12/4/2023 ◆ Town Council Packets Close (GMP 1 Done)																						
15	Town Council Mtg - GMP 1 Considered	0 days	Tue 12/12/23	Tue 12/12/23	12/12/2023 ◆ Town Council Mtg - GMP 1 Considered																						
16	Signed O-C Agreement to DCI	1 day	Wed 12/13/23	Wed 12/13/23	12/13/2023 ■ Signed O-C Agreement to DCI																						
17	Draft NTP from CS to ToP	1 day	Thu 12/14/23	Thu 12/14/23	12/14/2023 ■ Draft NTP from CS to ToP																						
18	(AL) to Provide Value Options List Via Email to Team by EOD	1 day	Thu 12/14/23	Thu 12/14/23	12/14/2023 ■ (AL) to Provide Value Options List Via Email to Team by EOD																						
19	Notice to Proceed for Construction GMP #1	0 days	Tue 12/19/23	Tue 12/19/23	12/19/2023 ◆ Notice to Proceed for Construction GMP #1																						
20	GMP Package #2	147 days	Tue 10/31/23	Tue 5/28/24	GMP Package #2																						
21	Prepare 95% CDs for Town Engineer's Review	24 days	Tue 10/31/23	Tue 12/5/23	10/31/2023 ■ Prepare 95% CDs for Town Engineer's Review																						
22	Town Engineer's Review & Comments Out	30 days	Wed 12/6/23	Wed 1/17/24	12/6/2023 ■ Town Engineer's Review & Comments Out																						
23	Confirm Paving & Fire Lane Direction	5 days	Thu 1/18/24	Wed 1/24/24	1/18/2024 ■ Confirm Paving & Fire Lane Direction																						
24	Update 99% CDs from Town Engineer's Final Review	16 days	Thu 1/25/24	Thu 2/15/24	1/25/2024 ■ Update 99% CDs from Town Engineer's Final Review																						
25	Town Engineer's Review & Final Comments Out	11 days	Fri 2/16/24	Fri 3/1/24	2/16/2024 ■ Town Engineer's Review & Final Comments Out																						
29	DCI's Comments & Estimate on GMP 2 99% CDs	8 days	Fri 2/16/24	Tue 2/27/24	2/16/2024 ■ DCI's Comments & Estimate on GMP 2 99% CDs																						
26	GMP 2 100% CDs Released by DWY to Team	0 days	Fri 3/8/24	Fri 3/8/24	3/8/2024 ◆ GMP 2 100% CDs Released by DWY to Team																						
27	GMP 2 100% CD's Released To Subs	0 days	Tue 3/12/24	Tue 3/12/24	3/12/2024 ◆ GMP 2 100% CD's Released To Subs																						
28	GMP 2 Subs Prepare Bids	22 days	Tue 3/12/24	Wed 4/10/24	3/12/2024 ■ GMP 2 Subs Prepare Bids																						
30	GMP 2 Prep by DCI	1 day	Thu 4/11/24	Thu 4/11/24	4/11/2024 ■ GMP 2 Prep by DCI																						
31	GMP 2 Review by PPV	1 day	Fri 4/12/24	Fri 4/12/24	4/12/2024 ■ GMP 2 Review by PPV																						
32	GMP 2 Final to PARD Team	4 days	Wed 4/17/24	Mon 4/22/24	4/17/2024 ■ GMP 2 Final to PARD Team																						
33	GMP 2 Final Review PARD Team	0 days	Mon 4/22/24	Mon 4/22/24	4/22/2024 ◆ GMP 2 Final Review PARD Team																						
34	GMP 2 Final Reviewed w/CMO (by RB)	2 days	Tue 4/23/24	Wed 4/24/24	4/23/2024 ■ GMP 2 Final Reviewed w/CMO (by RB)																						
35	GMP 2 Final OK'd by CMO Team	1 day	Thu 4/25/24	Thu 4/25/24	4/25/2024 ■ GMP 2 Final OK'd by CMO Team																						
36	Town Council Packets Close (GMP 2 Done)	7 days	Fri 4/26/24	Mon 5/6/24	4/26/2024 ■ Town Council Packets Close (GMP 2 Done)																						
37	Owner Directed Move of City Council Consideration	10 days	Tue 5/14/24	Tue 5/28/24	5/14/2024 ■ Owner Directed Move of City Council Consideration																						
38	Town Council Mtg - GMP Considered	0 days	Tue 5/28/24	Tue 5/28/24	5/28/2024 ◆ Town Council Mtg - GMP Considered																						
39	Plat Review and Filing	44 days	Mon 11/13/23	Tue 1/16/24	Plat Review and Filing																						
40	Submit Preliminary Plat to Town	0 days	Mon 11/13/23	Mon 11/13/23	11/13/2023 ◆ Submit Preliminary Plat to Town																						
41	Comments from Town on the Prelim Plat	11 days	Mon 11/13/23	Wed 11/29/23	11/13/2023 ■ Comments from Town on the Prelim Plat																						
42	Final Plat Submitted to Town	2 days	Thu 11/30/23	Fri 12/1/23	11/30/2023 ■ Final Plat Submitted to Town																						
43	Final Plat Submitted to P&Z	1 day	Mon 12/4/23	Mon 12/4/23	12/4/2023 ■ Final Plat Submitted to P&Z																						
44	P&Z Mtg - Consider Final Plat	30 days	Tue 12/5/23	Tue 1/16/24	12/5/2023 ■ P&Z Mtg - Consider Final Plat																						
45	Construction	430 days?	Tue 12/19/23	Mon 8/25/24	12/19/2023																						
46	GMP # 1 Activities	228 days	Tue 12/19/23	Wed 11/6/24	12/19/2023 GMP # 1 Activities																						

Town of Prosper - Raymond Community Park - Master Project Schedule - GMP #s 1 and 2

Updated on 09 MAR 2024

Printed on 03/17/24

Item 10.

ID	Description	Biz Days	Start	Finish	Half 2, 2023		Half 1, 2024							Half 2, 2024							Half 1, 2025								
					A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J		
47	Notice to Proceed w/GMP 1 - 19 DEC 2024	0 days	Tue 12/19/23	Tue 12/19/23			12/19/2023	◆ Notice to Proceed w/GMP 1 - 19 DEC 2024																					
48	Erosion Control	180 days	Tue 12/19/23	Thu 8/29/24			12/19/2023	Erosion Control																					
49	Tree protection/ Temporary fence	180 days	Tue 12/19/23	Thu 8/29/24			12/19/2023	Tree protection/ Temporary fence																					
50	Demo / Earthwork	127 days	Tue 12/19/23	Fri 6/14/24			12/19/2023	Demo / Earthwork																					
56	Electrical	125 days	Fri 3/1/24	Mon 8/26/24			3/1/2024	Electrical																					
57	Irrigation Sleeving	20 days	Fri 3/1/24	Thu 3/28/24			3/1/2024	Irrigation Sleeving																					
51	Storm Sewer Submittals from Sub	10 days	Fri 4/12/24	Thu 4/25/24			4/12/2024	Storm Sewer Submittals from Sub																					
52	Storm Submittal Review	10 days	Fri 4/26/24	Thu 5/9/24			4/26/2024	Storm Submittal Review																					
53	Storm Material Lead Time	20 days	Fri 5/10/24	Fri 6/7/24			5/10/2024	Storm Material Lead Time																					
54	Utilities - Storm Sewer	43 days	Mon 6/10/24	Thu 8/8/24			6/10/2024	Utilities - Storm Sewer																					
55	Paving and Firelane with Lime	65 days	Tue 7/9/24	Tue 10/8/24			7/9/2024	Paving and Firelane with Lime																					
58	GMP # 1 Substantial Completion - 09 SEPT 2024	5 days	Wed 10/9/24	Tue 10/15/24			10/9/2024	GMP # 1 Substantial Completion - 09 SEPT 2024																					
59	GMP # 1 Punchlist Completion	15 days	Wed 10/16/24	Tue 11/5/24			10/16/2024	GMP # 1 Punchlist Completion																					
60	GMP # 1 Final Completion/Town Acceptance 01 OCT 2024	1 day	Wed 11/6/24	Wed 11/6/24			11/6/2024	GMP # 1 Final Completion/Town Acceptance 01 OCT 2024																					
61	GMP # 2 Activities	316 days?	Tue 5/28/24	Mon 8/25/25			5/28/2024	GMP # 2 Construction Work																					
62	Council Approval Delay	0 days	Tue 5/28/24	Tue 5/28/24			5/28/2024	◆ Council Approval Delay																					
65	GMP #2 Construction Work	231 days	Wed 5/29/24	Thu 4/24/25			5/29/2024	GMP #2 Construction Work																					
95	Construction Layout	180 days?	Thu 5/30/24	Thu 2/13/25			5/30/2024	Construction Layout																					
70	Moisture Conditioning @ Pickleball	20 days?	Thu 6/20/24	Thu 7/18/24			6/20/2024	Moisture Conditioning @ Pickleball																					
67	Site Concrete	180 days	Thu 6/27/24	Thu 3/13/25			6/27/2024	Site Concrete																					
80	Restroom Concession Building	60 days?	Thu 6/27/24	Fri 9/20/24			6/27/2024	Restroom Concession Building																					
69	Pickleball Courts	120 days?	Fri 7/19/24	Thu 1/9/25			7/19/2024	Pickleball Courts																					
71	Fabric Shade Structure Foundations	37 days?	Fri 7/26/24	Tue 9/17/24			7/26/2024	Fabric Shade Structure Foundations																					
76	Bleacher Shade Structures	100 days?	Tue 7/30/24	Thu 12/19/24			7/30/2024	Bleacher Shade Structures																					
77	Dugout Metal Roofs	40 days?	Tue 7/30/24	Tue 9/24/24			7/30/2024	Dugout Metal Roofs																					
68	Limestone Block walls	80 days?	Thu 8/1/24	Thu 11/21/24			8/1/2024	Limestone Block walls																					
84	Ballfield Clay and Conditioner	40 days?	Thu 8/1/24	Thu 9/26/24			8/1/2024	Ballfield Clay and Conditioner																					
90	Playground shade Structure Foundation	20 days?	Thu 8/1/24	Wed 8/28/24			8/1/2024	Playground shade Structure Foundation																					
72	Fence Posts	27 days?	Thu 8/22/24	Mon 9/30/24			8/22/2024	Fence Posts																					
87	Fine Grade	180 days?	Thu 8/29/24	Wed 5/14/25			8/29/2024	Fine Grade																					
101	Water well	47 days?	Thu 9/12/24	Fri 11/15/24			9/12/2024	Water well																					
74	Backstop Nets Posts	12 days?	Tue 9/17/24	Wed 10/2/24			9/17/2024	Backstop Nets Posts																					
63	Erosion Control	138 days	Mon 10/14/24	Tue 4/29/25			10/14/2024	Erosion Control																					
64	Tree Protection/ Temporary Fence	115 days	Mon 10/14/24	Thu 3/27/25			10/14/2024	Tree Protection/ Temporary Fence																					
66	Electrical (Long Lead Items from GMP # 01)	115 days	Mon 10/14/24	Thu 3/27/25			10/14/2024	Electrical (Long Lead Items from GMP # 01)																					
73	Fence	30 days	Tue 10/15/24	Mon 11/25/24			10/15/2024	Fence																					
83	Dumpster Enclosure	40 days?	Wed 10/16/24	Thu 12/12/24			10/16/2024	Dumpster Enclosure																					
91	CXT Building at Playground	60 days?	Thu 10/17/24	Tue 1/14/25			10/17/2024	CXT Building at Playground																					
85	Irrigation System with Town Water	80 days?	Thu 10/24/24	Tue 2/18/25			10/24/2024	Irrigation System with Town Water																					
92	Handrails/Guardrails	80 days?	Wed 11/6/24	Mon 3/3/25			11/6/2024	Handrails/Guardrails																					
89	Playground	45 days?	Fri 11/15/24	Wed 1/22/25			11/15/2024	Playground																					
75	Backstop Nets	20 days	Mon 12/16/24	Tue 1/14/25			12/16/2024	Backstop Nets																					
81	Aluminum Bleacher Seating	20 days?	Thu 12/19/24	Fri 1/17/25			12/19/2024	Aluminum Bleacher Seating																					
94	Site Masonry	46 days?	Thu 12/26/24	Fri 2/28/25			12/26/2024	Site Masonry																					
93	Site Amenities	62 days?	Thu 1/2/25	Fri 3/28/25			1/2/2025	Site Amenities																					
86	Landscape	80 days	Thu 1/9/25	Wed 4/30/25			1/9/2025	Landscape																					

Town of Prosper & Consultant PSA - Exhibit A
Scope of Services & Compensation - Raymond Park

Updated 02 AUG 2024

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Item 10.

Service Item #	Description	Level of Service
1.0	Preconstruction	w/Below
1.A	Project Discovery, Goals & Project Definition	Complete
1.0	Project Leadership Interviews	✓
2.0	Project Goal Setting	✓
3.0	Project Stakeholder Interviews	✓
4.0	Physical Asset Discovery & Documentation Review	✓
5.0	Manage Physical Asset Evaluation Process (by 3rd Party Subject Matter Experts)	
6.0	Current & Projected Needs Assessment	
7.0	Project Scope Definition	✓
1.B	Goal-setting, Scheduling & Information Management	Complete
1.0	Project Implementation Plan	✓
2.0	Communication & Information Management Plan	
3.0	Conceptual Master Project Schedule	✓
4.0	Conceptual Construction Phasing Plan	
5.0	Detailed Master Project Schedule	✓
1.C	Cost Management	Complete
1.0	Programmatic Construction Cost Estimate – One Scheme	✓
2.0	Programmatic Construction Cost Estimate – Additional Schemes (Each)	
3.0	Owner’s Development Budget Validation	✓
4.0	Conceptual Design Construction Cost Estimate – One Scheme	✓
5.0	Conceptual Design Construction Cost Estimate – Additional Schemes (Each)	
6.0	Cash Flow Prediction	✓
7.0	50% Schematic Design Construction Cost Estimate (Assumes Single Scheme)	
8.0	100% Schematic Design Construction Cost Estimate (Assumes Single Scheme)	✓
9.0	Validation of GC’s Initial Construction Cost Estimate	✓
10.0	50% Design Development Construction Cost Estimate (Assumes Single Scheme)	
11.0	GC’s Estimate Validation at 100% Design Development	✓
12.0	Validation of the GC’s Proposed Final Guaranteed Maximum Price (GMP)	✓
13.0	Value Engineering, Life Cycle Cost Analysis and Evaluation of New Alternatives	✓
14.0	Coordination of Furnishings, Fixtures & Equipment (FF&E), IT, AV and Security Budgets	
1.D	Best Value Procurement Processes	Complete
1.0	“Owner-friendly” Design Team Selection Strategies	
2.0	Design Team Selection Assistance	
3.0	“Owner-friendly” Contracting Team Selection Strategies	
4.0	Contracting Team Selection Assistance	✓

Town of Prosper & Consultant PSA - Exhibit A
Scope of Services & Compensation - Raymond Park

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Service Item #	Description	Level of Service
5.0	Contractor/Sub Prequals, Solicitation, Bid Analysis & Award Recommendation Validation	✓
1.E	Ongoing Preconstruction Services - From Start Date to Notice to Proceed for Construction	Complete
1.0	Interactive Work Sessions and Meetings Required for Basic Preconstruction Services	✓
	Services Duration = Current Project Contract Schedule; Extensions Calc'd at Monthly Rate	
2.0 Construction		
2.A	One Time Tasks - Set Up Project Controls & Information Management Systems	
1.0	Cost Management Options Review	✓
2.0	Schedule Management Options Review	✓
3.0	Information Management Options Review	✓
4.0	Set Up the Chosen Systems, Processes & Tools for Tracking:	✓
.1	Budgets Against Commitments	✓
.2	Proposed Change Orders	✓
.3	Pending Commitments	✓
.4	GC, Design Team, and Consultant Contract Changes	✓
.5	Contingency Use Log(s)	✓
.6	Commitments vs. Budget	✓
.7	Payments vs. Commitments	✓
5.0	Set Up Buyout Savings Tracking Process with GC	✓
6.0	Set Up the Allowances & Furnishings/Equipment Budget Tracking System	✓
7.0	Review Project Controls Systems with Team	✓
8.0	Project Controls Systems Training for Architect & Owner Team	✓
One Time Tasks - Set Up Project Controls & Information Management Systems		
2.B	Ongoing Project Control Services - Cost, Schedule & Information Management	
1.0	Ongoing Cost Management	✓
2.0	Ongoing Schedule Management	✓
3.0	Ongoing Information Management	✓
4.0	Meetings During Construction:	
.1	Project Executive	Monthly
.2	Senior Project Manager	
.3	Project Manager	4X per Month
.4	Assistant PM	
5.0	Review Project Status & Interview Team Members	✓

Town of Prosper & Consultant PSA - Exhibit A
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Service Item #	Description	Level of Service
6.0	Read Weekly Meeting Minutes & Status Logs	✓
7.0	Reporting to Owner	4X per Month
8.0	Review Applications for Payment Monthly:	✓
.1	Note Compliance with the Contract and Standards of the Industry	✓
.2	Compare Scheduled/Completed Work vs. Amount Billed	✓
.3	Review Appropriateness of Contingency Reallocations	✓
.4	Validate Proper Documentation of Expenditures	✓
.5	Track Use of Allowances	✓
.6	Track Invoices for Furnishings & Equipment	✓
.7	Confirm Buyout Savings Status	✓
9.0	Update Owner's Budget	✓
10.0	Maintain and Update Project Budget Tracking System	✓
11.0	Publish Monthly Reports wExecutive Summary + Detailed Findings	✓
12.0	Establish Schedule Tracking Procedures	✓
13.0	Validate GC's Proposed Change Requests (up to a Max of 5.0% of GC's Contract Amount)	5.0%
	(5.0% CO Max is Calculated on Contract without Owner's Owner's Contingency Line Included)	
	(Evaluating & Negotiating COs Above this 5.0% Amount Is An Additional Service)	
14.0	Validate Project Turnover, Start-up, Owner Move-in, and Closeout Procedures	✓
	Services Duration = Current Project Contract Schedule; Extensions Calc'd at Monthly Rate Below	
	Ongoing Project Control Services - Cost, Schedule & Information Management	
2.C	Owner Stakeholder Management	
1.0	Provide Direct Interface with End-users and Other Stakeholders as Required	These Services to be Provided by the Town of Prosper (KB)
2.0	Maintain a Single Point of Project Contact for the Owner Team	
3.0	Provide Briefings of Officials, Council, Boards, Commissions, & Ad-hoc Committees	
4.0	Plan, Coordinate & Lead Project Update Meetings & Status Report Distribution for Above	
5.0	Provide a Public Communication Plan for Neighborhoods & Community-wide Citizens	
6.0	Assist Staff in Coordination of Ground-breaking, Announcements & Press Conferences	
7.0	Coordinate Design, Approval & Placement of Project Signage	
7.0	Serve as the Owner's Point of Contact during Construction	
8.0	Conduct Construction Update Meetings at Construction Sites	
2.D	Quality Management	
1.0	Coordinate Project Close Out, including Obtaining Final As-Built Plans from Contractor	✓
2.0	Monitor Construction Progress	✓
3.0	Advise the Owner of Any Observations of Non-Conforming Work or Other Quality Concerns	✓

Town of Prosper & Consultant PSA - Exhibit A
Scope of Services & Compensation - Raymond Park

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Service Item #	Description	Level of Service
4.0	Manage the Geotechnical Investigations and Develop Contracts for Geotechnical Firms	✓
5.0	Review Results from Geotechnical Investigations	✓
6.0	Review Contractor's Quality Control Plan	✓
7.0	Provide Oversight of Owner's Quality Assurance Plan	✓
8.0	Review Submittals Prepared by the Contractor & Processed by the Design Team	✓
9.0	Coordinate Owner Staff Review of Submittals Where Required	By ToP (KB)
10.0	Coordinate Owner Vendors, to Include Security, Data, Telecom, & Move Management	By ToP (KB)
11.0	Coordinate Furnishings Installation (Furnishings Procurement by Others)	By ToP (KB)
12.0	Coordinate Owner's Architect's Site Visits & Facility's Punchlist Distribution/Tracking	By Dunaway
13.0	Monitor Contractor's Completion of Punchlist Items & Architect's Confirmation of Same	By Dunaway
14.0	Coordinate Owner's Commissioning Consultant's Site Visits & Review Reports	Not Required
15.0	Monitor Contractor's Compliance w/Commissioning Consultant's Findings & Final Cx Report	Not Required
16.0	Coordinate Turnover of Closeout Documentation & Project Information Management System	✓
17.0	Coordinate Owner's Architect's 11 Month Warranty Site Visit & Distribution Findings	By ToP (KB)
2.E	Support Services for Other Owner Project Management Responsibilities	
1.0	Issue "Notices to Proceed" on Appropriate Phases	✓
2.0	Coordinate TAS Consultant's Site Visit(s) & Review TAS Consultant's Findings	By Dunaway
	Support Services for Other Owner Project Management Responsibilities	
Original PSA Construction Services: 01 MAR 2024 to 31 MAY 2025 (Cost per Month)		9,450
Original PSA Construction Services Fees for Project Controls (15 Months x \$ 9,450)		141,750
Additional Services for PPV's PSA Amendment #01		
Construction Services: Assumes 01 MAR 2024 to 30 SEP 2025 (Add 4 Months)		37,800
Construction Services Fees for Project Controls (Assumes 19 Months)		179,550
Preconstruction Services: Original Scope of Work		23,450
Preconstruction Services: Added \$2M Funding - Scope & Budget Management		3,140
Preconstruction + Construction Project Control Services (Original + Amndt # 1)		206,140

Town of Prosper & Consultant PSA - Exhibit A
Scope of Services & Compensation - Raymond Park

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Service Item #	Description	Level of Service
3.0	Task Order Clarifications & Exclusions	
3.1	Safety Plan and Logistics Coordination Are Solely the Resonsibility of the Contractor	Excluded
3.2	Quality Management of Materials & Installation Are Solely the Resonsibility of the Contractor	Excluded
3.3	Consultant Will Be Performing Onsite Observations, not Continuous or Exhaustive Inspections	Excluded
3.4	Consultant Will Not be Held Responsible for Contractor's or Vendor's Nonconforming Work	Excluded
3.5	Consultant is Not Responsible for Architect's or Contractor's Failure to Perform	Excluded
3.6	Fees for for Architect's or Contractor's Failure to Perform, or Project Delays are Add Services	Excluded
3.7	Design, Procurement, and Delivery of Furnishings is by Others	Excluded
3.8	Design, Procurement, and Delivery of Security, Data, Telecom Equipment is by Others	Excluded
3.9	Services Not Checked in Sections Above (Even if Included In PSA Exhibit A) Are Excluded	Excluded

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND PEAK PROGRAM VALUE, LLC
FOR THE RAYMOND PARK PROJECT**

This Agreement for Professional Consulting Services, hereinafter called "Agreement," is entered into by the **Town of Prosper, Texas**, a municipal corporation, duly authorized to act by the Town Council of said Town, hereinafter called "Town," and Peak Program Value, LLC, a company authorized to do business in Texas, acting through a duly authorized officer, hereinafter called "Consultant," relative to Consultant providing professional consulting services to Town. Town and Consultant when mentioned collectively shall be referred to as the "Parties."

WITNESSETH:

WHEREAS, Town desires to obtain professional consulting services in connection with the **Raymond Park Project**, hereinafter called "Project";

For the mutual promises and benefits herein described, Town and Consultant agree as follows:

1. **Term of Agreement.** This Agreement shall become effective on the date of its execution by both Parties, and shall continue in effect thereafter until terminated as provided herein.
2. **Services to be Performed by Consultant.** The Parties agree that Consultant shall perform such services as are set forth and described in **Exhibit A - Scope of Services and Fees** and incorporated herein as if written word for word. All services provided by Consultant hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of their profession. In case of conflict in the language of Exhibit A and this Agreement, this Agreement shall govern and control. Deviations from the Scope of Services or other provisions of this Agreement may only be made by written agreement signed by all Parties to this Agreement.
3. **Compensation of Consultant.** Town agrees to pay to Consultant for satisfactory completion of all services included in this Agreement a total fee of One Hundred Forty-one Thousand Seven Hundred and Fifty Dollars (**\$ 141,750**) for the Project as set forth and described in **Exhibit A - Scope of Services & Fees** and incorporated herein as if written word for word. Lump sum fees shall be billed monthly based on the percentage of completion. Hourly not to exceed fees, if any are authorized in the future, shall be billed monthly based on hours of work that have been completed. Direct Costs for expenses such as mileage, copies, scans, sub-consultants, and similar costs are included in fees and shall be billed as completed.
4. **Prompt Performance by Consultant.** Consultant shall perform all duties and services in accordance with **Exhibit B - Schedule**, and make all decisions called for hereunder promptly and without unreasonable delay as is necessary to cause Consultant's services hereunder to be timely and properly performed. Notwithstanding the foregoing, Consultant agrees to use diligent efforts to perform the services described herein and further defined in any specific task orders, in a manner consistent with these task orders; however, the Town understands and agrees that Consultant is retained to perform a professional service and such services must be bound, first and foremost, by the principles of sound professional judgment and reasonable diligence.

Consultant agrees to submit statements to Town for professional services no more than once per month. These statements will be based upon Consultant's actual services performed and reimbursable expenses incurred, if any, and Town shall endeavor to make prompt payments. Each statement submitted by Consultant to Town shall be reasonably itemized to show the amount of work performed during that period. If Town fails to pay Consultant

within sixty (60) calendar days of the receipt of Consultant's invoice, Consultant may, after giving ten (10) days written notice to Town, suspend professional services until paid.

Nothing contained in this Agreement shall require Town to pay for any work that is unsatisfactory as reasonably determined by Town or which is not submitted in compliance with the terms of this Agreement.

The Scope of Services shall be strictly limited. Town shall not be required to pay any amount in excess of the original proposed amount unless Town shall have approved in writing in advance (prior to the performance of additional work) the payment of additional amounts.

5. **Town's Obligations.** Town agrees that it will (i) designate a specific person as Town's representative, (ii) provide Consultant with any previous studies, reports, data, budget constraints, special Town requirements, or other pertinent information known to Town, when necessitated by a project, (iii) when needed, assist Consultant in obtaining access to properties necessary for performance of Consultant's work for Town, (iv) make prompt payments in response to Consultant's statements and (v) respond in a timely fashion to requests from Consultant. Consultant is entitled to rely upon and use, without independent verification and without liability, all information and services provided by Town or Town's representatives.

6. **Ownership and Reuse of Documents.** Upon completion of Consultant's services and receipt of payment in full therefore, Consultant agrees to provide Town with copies of all materials and documents prepared or assembled by Consultant under this Agreement and that Town may use them without Consultant's permission for any purpose relating to the Project. Any reuse of the documents not relating to the Project shall be at Town's risk. Consultant may retain in its files copies of all reports, drawings, specifications and all other pertinent information for the work it performs for Town.

7. **Town Objection to Personnel.** If at any time after entering into this Agreement, Town has any reasonable objection to any of Consultant's personnel, or any personnel, professionals and/or consultants retained by Consultant, Consultant shall promptly propose substitutes to whom Town has no reasonable objection, and Consultant's compensation shall be equitably adjusted to reflect any difference in Consultant's costs occasioned by such substitution.

8. **Insurance.** Consultant shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement applicable insurance policies as described in **Exhibit C - Insurance Requirements** and incorporated herein as if written word for word. Consultant shall submit to Town proof of such insurance prior to commencing any work for Town.

9. **Indemnification.** **CONSULTANT DOES HEREBY COVENANT AND AGREE TO RELEASE, INDEMNIFY AND HOLD HARMLESS TOWN AND ITS OFFICIALS, OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES AND INVITEES FROM AND AGAINST LIABILITY, CLAIMS, SUITS, DEMANDS AND/OR CAUSES OF ACTION, (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES AND COSTS OF LITIGATION), WHICH MAY ARISE BY REASON OF DEATH OR INJURY TO PROPERTY OR PERSONS BUT ONLY TO THE EXTENT OCCASIONED BY THE NEGLIGENT ACT, ERROR OR OMISSION OF CONSULTANT, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, INVITEES OR OTHER PERSONS FOR WHOM CONSULTANT IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS AGREEMENT.**

IN THE EVENT THAT TOWN AND CONSULTANT ARE CONCURRENTLY NEGLIGENT, THE PARTIES AGREE THAT ALL LIABILITY SHALL BE CALCULATED ON A COMPARATIVE BASIS OF FAULT AND RESPONSIBILITY AND THAT NEITHER PARTY SHALL BE REQUIRED TO DEFEND OR INDEMNIFY THE OTHER PARTY FOR THAT PARTY'S NEGLIGENT OR INTENTIONAL ACTS, ERRORS OR OMISSIONS.

10. **Notices.** Any notices to be given hereunder by either Party to the other may be affected either by personal delivery, in writing, or by registered or certified mail to the following addresses:

Peak Program Value, LLC
4450 Arapahoe Avenue Suite 100
Boulder, CO 80303
csquadra@peakprogramvalue.com

Town of Prosper
Mario Canizares, Town Manager
PO Box 307
Prosper, TX 75078
hjefferson@prospertx.gov

11. **Termination.** The obligation to provide further services under this Agreement may be terminated by either Party in writing upon thirty (30) calendar days' notice. In the event of termination by Town, Consultant shall be entitled to payment for services rendered through receipt of the termination notice.

12. **Sole Parties and Entire Agreement.** This Agreement shall not create any rights or benefits to anyone except Town and Consultant, and contains the entire agreement between the Parties. Oral modifications to this Agreement shall have no force or effect.

13. **Assignment and Delegation.** Neither Town nor Consultant may assign its rights or delegate its duties without the written consent of the other Party. This Agreement is binding on Town and Consultant to the extent permitted by law. Nothing herein is to be construed as creating any personal liability on the part of any Town officer, employee or agent.

14. **Texas Law to Apply; Successors; Construction.** This Agreement shall be construed under and in accordance with the laws of the State of Texas. It shall be binding upon, and inure to the benefit of, the Parties hereto and their representatives, successors and assigns. Should any provisions in this Agreement later be held invalid, illegal or unenforceable, they shall be deemed void, and this Agreement shall be construed as if such provision had never been contained herein.

15. **Conflict of Interest.** Consultant agrees that it is aware of the prohibited interest requirement of the Town Charter, which is repeated in **Exhibit D - Conflict of Interest Affidavit** and incorporated herein as if written word for word, and will abide by the same. Further, a lawful representative of Consultant shall execute the Affidavit included in the exhibit. Consultant understands and agrees that the existence of a prohibited interest during the term of this Agreement will render the Agreement voidable.

Consultant agrees that it is further aware of the vendor disclosure requirements set forth in Chapter 176, Local Government Code, as amended, and will abide by the same. In this connection, a lawful representative of Consultant shall execute the Conflict of Interest Questionnaire, Form CIQ, attached hereto as **Exhibit E - Conflict of Interest Questionnaire** and incorporated herein as if written word for word.

16. **Venue.** The Parties herein agree that this Agreement shall be enforceable in Prosper, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in Collin County, Texas.

17. **Mediation.** In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to non-binding mediation.

18. **Prevailing Party.** In the event a Party initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled

to recover its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

19. **"Anti-Israel Boycott" Provision.** In accordance with Chapter 2270, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Chapter 2270 does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the company is not subject to Chapter 2270 for the reasons stated herein, the signatory executing this Agreement on behalf of the company verifies by its signature to this Agreement that the company does not boycott Israel and will not boycott Israel during the term of this Agreement.


20. **Signatories.** Town warrants and represents that the individual executing this Agreement on behalf of Town has full authority to execute this Agreement and bind Town to the same. Consultant warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind Consultant to same.

IN WITNESS WHEREOF, the Parties, having read and understood this Agreement, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the 27 day of February, 2024

PEAK PROGRAM VALUE, LLC

TOWN OF PROSPER, TEXAS

By: 
Signature

By: 
Signature

Chris Squadra
Printed Name

Mario Canizares
Printed Name

Partner
Title

Town Manager
Title

February 19, 2024
Date

2/27/2024
Date

**EXHIBIT A
SCOPE OF SERVICES & COMPENSATION**

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND PEAK PROGRAM VALUE, LLC
FOR THE RAYMOND PARK PROJECT**

(Consultant's Scope of Services and Compensation are Attached Hereto)

Town of Prosper & Consultant PSA - Exhibit A
Scope of Services & Compensation - Raymond Park

Updated 19 FEB 2024
 Printed on 2/19/2024 at 11:49 AM

Item 10.

Service Item #	Description	Level of Service
1.0	Preconstruction	Not w/This PSA
2.0	Construction	
2.A	One Time Tasks - Set Up Project Controls & Information Management Systems	
1.0	Cost Management Options Review	✓
2.0	Schedule Management Options Review	✓
3.0	Information Management Options Review	✓
4.0	Set Up the Chosen Systems, Processes & Tools for Tracking:	✓
.1	Budgets Against Commitments	✓
.2	Proposed Change Orders	✓
.3	Pending Commitments	✓
.4	GC, Design Team, and Consultant Contract Changes	✓
.5	Contingency Use Log(s)	✓
.6	Commitments vs. Budget	✓
.7	Payments vs. Commitments	✓
5.0	Set Up Buyout Savings Tracking Process with GC	✓
6.0	Set Up the Allowances & Furnishings/Equipment Budget Tracking System	✓
7.0	Review Project Controls Systems with Team	✓
8.0	Project Controls Systems Training for Architect & Owner Team	✓
	One Time Tasks - Set Up Project Controls & Information Management Systems	
2.B	Ongoing Project Control Services - Cost, Schedule & Information Management	
1.0	Ongoing Cost Management	✓
2.0	Ongoing Schedule Management	✓
3.0	Ongoing Information Management	✓
4.0	Meetings During Construction:	
.1	Project Executive	Monthly
.2	Senior Project Manager	
.3	Project Manager	4X per Month
.4	Assistant PM	
5.0	Review Project Status & Interview Team Members	✓
6.0	Read Weekly Meeting Minutes & Status Logs	✓
7.0	Reporting to Owner	4X per Month
8.0	Review Applications for Payment Monthly:	✓
.1	Note Compliance with the Contract and Standards of the Industry	✓
.2	Compare Scheduled/Completed Work vs. Amount Billed	✓
.3	Review Appropriateness of Contingency Reallocations	✓

Town of Prosper & Consultant PSA - Exhibit A
Scope of Services & Compensation - Raymond Park

Updated 19 FEB 2024
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Item 10.

Service Item #	Description	Level of Service
.4	Validate Proper Documentation of Expenditures	✓
.5	Track Use of Allowances	✓
.6	Track Invoices for Furnishings & Equipment	✓
.7	Confirm Buyout Savings Status	✓
9.0	Update Owner's Budget	✓
10.0	Maintain and Update Project Budget Tracking System	✓
11.0	Publish Monthly Reports wExecutive Summary + Detailed Findings	✓
12.0	Establish Schedule Tracking Procedures	✓
13.0	Validate GC's Proposed Change Requests (up to a Max of 5.0% of GC's Contract Amount) (5.0% CO Max is Calculated on Contract without Owner's Owner's Contingency Line Included) (Evaluating & Negotiating COs Above this 5.0% Amount Is An Additional Service)	5.0%
14.0	Validate Project Turnover, Start-up, Owner Move-in, and Closeout Procedures	✓
	Services Duration = Current Project Contract Schedule; Extensions Calc'd at Monthly Rate Below	
Ongoing Project Control Services - Cost, Schedule & Information Management		
2.C Owner Stakeholder Management		
1.0	Provide Direct Interface with End-users and Other Stakeholders as Required	These Services to be Provided by the Town of Prosper (KB)
2.0	Maintain a Single Point of Project Contact for the Owner Team	
3.0	Provide Briefings of Officials, Council, Boards, Commissions, & Ad-hoc Committees	
4.0	Plan, Coordinate & Lead Project Update Meetings & Status Report Distribution for Above	
5.0	Provide a Public Communication Plan for Neighborhoods & Community-wide Citizens	
6.0	Assist Staff in Coordination of Ground-breaking, Announcements & Press Conferences	
7.0	Coordinate Design, Approval & Placement of Project Signage	
7.0	Serve as the Owner's Point of Contact during Construction	
8.0	Conduct Construction Update Meetings at Construction Sites	
2.D Quality Management		
1.0	Coordinate Project Close Out, including Obtaining Final As-Built Plans from Contractor	✓
2.0	Monitor Construction Progress	✓
3.0	Advise the Owner of Any Observations of Non-Conforming Work or Other Quality Concerns	✓
4.0	Manage the Geotechnical Investigations and Develop Contracts for Geotechnical Firms	✓
5.0	Review Results from Geotechnical Investigations	✓
6.0	Review Contractor's Quality Control Plan	✓

**Town of Prosper & Consultant PSA - Exhibit A
Scope of Services & Compensation - Raymond Park**

Updated 19 FEB 2024
Printed on 2/19/2024 at 11:49 AM

Item 10.

Service Item #	Description	Level of Service
7.0	Provide Oversight of Owner's Quality Assurance Plan	✓
8.0	Review Submittals Prepared by the Contractor & Processed by the Design Team	✓
9.0	Coordinate Owner Staff Review of Submittals Where Required	By ToP (KB)
10.0	Coordinate Owner Vendors, to Include Security, Data, Telecom, & Move Management	By ToP (KB)
11.0	Coordinate Furnishings Installation (Furnishings Procurement by Others)	By ToP (KB)
12.0	Coordinate Owner's Architect's Site Visits & Facility's Punchlist Distribution/Tracking	By Dunaway
13.0	Monitor Contractor's Completion of Punchlist Items & Architect's Confirmation of Same	By Dunaway
14.0	Coordinate Owner's Commissioning Consultant's Site Visits & Review Reports	Not Required
15.0	Monitor Contractor's Compliance w/Commissioning Consultant's Findings & Final Cx Report	Not Required
16.0	Coordinate Turnover of Closeout Documentation & Project Information Management System	✓
17.0	Coordinate Owner's Architect's 11 Month Warranty Site Visit & Distribution Findings	By ToP (KB)
2.E	Support Services for Other Owner Project Management Responsibilities	
1.0	Issue "Notices to Proceed" on Appropriate Phases	✓
2.0	Coordinate TAS Consultant's Site Visit(s) & Review TAS Consultant's Findings	By Dunaway
	Support Services for Other Owner Project Management Responsibilities	
	Construction Services: Assumes 01 MAR 2024 to 31 MAY 2025 (15 Months)	9,450
	Construction Services Fees for Project (Total Fee)	141,750

3.0	Task Order Clarifications & Exclusions	
3.1	Safety Plan and Logistics Coordination Are Solely the Responsibility of the Contractor	Excluded
3.2	Quality Management of Materials & Installation Are Solely the Responsibility of the Contractor	Excluded
3.3	Consultant Will Be Performing Onsite Observations, not Continuous or Exhaustive Inspections	Excluded
3.4	Consultant Will Not be Held Responsible for Contractor's or Vendor's Nonconforming Work	Excluded
3.5	Consultant is Not Responsible for Architect's or Contractor's Failure to Perform	Excluded
3.6	Fees for Architect's or Contractor's Failure to Perform, or Project Delays are Add Services	Excluded
3.7	Design, Procurement, and Delivery of Furnishings is by Others	Excluded
3.8	Design, Procurement, and Delivery of Security, Data, Telecom Equipment is by Others	Excluded
3.9	Services Not Checked in Sections Above (Even if Included In PSA Exhibit A) Are Excluded	Excluded

**EXHIBIT B
SCHEDULE**

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND PEAK PROGRAM VALUE, LLC
FOR THE RAYMOND PARK PROJECT**

(Project Schedule is Attached Hereto)

PSA Exhibit B - Schedule

TOWN OF PROSPER'S RAYMOND PARK

GMP #1 AMENDMENT
ATTACHMENT B - SCH

PPV 08 FEB:
Storm sewer submittals & materials orders are pending new storm sewer design.
After receipt of final plans schedule is:
Submittals from sub = 2 weeks
Submittal review = X weeks
Material lead time = 4 weeks
Current delay = 6 + X weeks

Work Element	February	March	April	May	June	July	August	September
GMP # 1 Activities								
Notice to Proceed w/GMP 1 - 19 DEC 2024								
Erosion Control								
Tree protection/ Temporary fence								
Demo / Earthwork								
Utilities - Storm Sewer								
Paving and Firelane with Lime								
Electrical								
Irrigation Sleaving								
GMP # 1 Substantial Completion - 31 JUL 2024								
GMP # 1 Punchlist Completion								
GMP # 1 Final Completion/City Acceptance 31								
GMP # 2 Activities (If Approved by the City)								
Notice to Proceed w/GMP #2 - 06-MAR-2024								
Erosion Control								
Tree Protection/ Temporary Fence								
GMP # 2 Construction Work								
Electrical (Long Lead Items from GMP # 01)								
GMP # 2 Substantial Completion - 31 JAN 2025								
GMP # 2 Punchlist Completion								
GMP # 2 Final Completion/City Acceptance 28 FEB								

PPV 08 FEB:
Paving & lime delay matches utilities delay.

PPV 08 FEB:
Moves to 24 APR based on new design schedule to incorporate City comments

PPV 18 DEC:
Moves to 19 MAR to match new design schedule.

PPV 18 DEC:
Adjusts out two weeks to reflect impact of new 19 MAR NTP date.

PPV 08 FEB:
Adjusts out five (5) weeks to reflect impact of new 24 APR 2024 NTP date = 07 APR 2025 Final Completion

PSA Exhibit B - Schedule
(Continued)

GMP #1 AMENDMENT
ATTACHMENT B - SCHEDULE

Work Element	October	November	December	January	February
GMP # 1 Activities					
Notice to Proceed w/GMP 1 - 19 DEC 2024					
Erosion Control					
Tree protection/ Temporary fence					
Demo / Earthwork					
Utilities - Storm Sewer					
Paving and Firelane with Lime					
Electrical					
Irrigation Sleaving					
GMP # 1 Substantial Completion - 31 JUL 2024					
GMP # 1 Punchlist Completion					
GMP # 1 Final Completion/City Acceptance 31 AUG					
GMP # 2 Activities (If Approved by the City)					
Notice to Proceed w/GMP #2 - 28 FEB 2024					
Erosion Control					
Tree Protection/ Temporary Fence					
GMP #2 Construction Work					
Electrical (Long Lead Items from GMP # 01)					
GMP # 2 Substantial Completion - 31 JAN 2025					
GMP # 2 Punchlist Completion					
GMP # 2 Final Completion/City Acceptance 28 FEB					

PPV 08 FEB:
Moves to 24 APR based on new design schedule to incorporate City comments

PPV 18 DEC:
Moves to 19 MAR to match new design schedule.

PPV 18 DEC:
Adjusts out two weeks to reflect impact of new 19 MAR NTP date.

PPV 08 FEB:
Adjusts out five (5) weeks to reflect impact of new 24 APR 2024 NTP date = 07 APR 2025 Final Completion

EXHIBIT C INSURANCE REQUIREMENTS

Service provider shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by the service provider. A certificate of insurance meeting all requirements and provisions outlined herein shall be provided to the Town prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. ISO Form Number GL 00 01 (or similar form) covering Commercial General Liability. "Occurrence" form only, "claims made" forms are unacceptable, except for professional liability.
2. Workers Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance. The Town and the Consultant acknowledge that such Worker's Compensation and Employer's Liability insurance is not required to be provided, as the Consultant is a partnership without any employees.
3. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract.
4. Professional Liability, also known as Errors and Omissions coverage. The Town and the Consultant acknowledge that such Professional Liability insurance is not required, given the nature of the Consultant's services.

B. MINIMUM LIMITS OF INSURANCE

Service Provider shall maintain throughout contract limits not less than:

1. Commercial General Liability: \$500,000 per occurrence /\$1,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy will include coverage for:
 - a. Premises / Operations
 - b. Broad Form Contractual Liability
 - c. Products and Completed Operations
 - d. Personal Injury
 - e. Broad Form Property Damage
2. Automobile Liability: \$500,000 Combined Single Limit. Limits can only be reduced if approved by the Town. Automobile liability shall apply to all owned, hired, and non-owned autos.
- 4.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retentions in excess of \$10,000 must be declared to and approved by the Town.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverages

- a. The Town, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the provider, products and completed operations of the provider, premises owned, occupied or used by the provider. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.
- b. The provider's insurance coverage shall be primary insurance in respects to the Town, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the provider's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Town, its officers, officials, employees, boards and commissions or volunteers.
- d. The provider's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the insured's limits of liability.

2. ~~Workers Compensation and Employer's Liability Coverage: _____~~

~~The insurer shall agree to waive all rights of subrogation against the Town, its officers, officials, employees and volunteers for losses arising from work performed by the provider for the Town. Not required; see above.~~

3. All Coverages:

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after 30 days written notice to the Town for all occurrences, except 10 days written notice to the Town for non-payment.

4. Not Used.

E. ACCEPTABILITY OF INSURERS

The Town prefers that Insurance be placed with insurers with an A.M. Best's rating of no less than **A- VI**, or better.

F. VERIFICATION OF COVERAGE

Service Provider shall provide the Town with certificates of insurance indicating the coverages required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of insurance similar to the ACORD Form are acceptable. Town will not accept Memorandums of Insurance or Binders as proof of insurance. The Town reserves the right to require complete, certified copies of all required insurance policies at any time.

Certificate holder to be listed as follows:

Town of Prosper
P.O. Box 307
Prosper, TX 75078

EXHIBIT E CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	<p>Date Received</p>	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity Date</p>		

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 11/30/2015



PARKS AND RECREATION

To: Mayor and Town Council

From: Dan Baker, Director of Parks and Recreation

**Through: Mario Canizares, Town Manager
Robyn Battle, Executive Director**

Re: Second Amendment to a Professional Services Agreement

Town Council Meeting – August 27, 2024

Strategic Visioning Priority: 1. Acceleration of Infrastructure

Agenda Item:

Consider and act upon approval of an amendment to a professional services agreement with Dunaway Associates, LLC, for additional design and construction administration services related to the development of Raymond Community Park in the amount of \$61,000.

Description of Agenda Item:

The Town entered into a Professional Services Agreement with Dunaway Associates, LLC, for the design of Raymond Community Park in March of 2022. The scope of design services has been increased since the execution of the original Professional Services Agreement due to additional scope added at the Town's request and the time involved in the planning and execution of those items.

The additional design services are as follows:

1. Multi-Use Field Irrigation: \$9,000
The Multi-Use Field irrigation was noted for temporary irrigation for turf establishment. Per the Town's request, Dunaway is now designing a full irrigation system that may be connected into the overall system if funding allows.
2. Construction Admin: \$18,000
The original contract had a maximum of 18 progress meetings; to date we have had 8 total meetings (6 virtual and 2 in person). Per the Construction Manager-At-Risk (CMAR's) construction schedule provided with their Guaranteed Maximum Price (GMP) # 2 Amendment, the CMAR will be wrapping up construction in Quarter 3 2025, which is an extension of 4 months from the original plan, primarily due to weather delays and scope changes. The construction management team has requested additional construction administration including additional weekly in person and virtual meetings until project completion.
3. Two Separate Bid Packages / Additional Bid Phase (work already complete): \$30,000
Per the original contract, "It is anticipated that the Phase I park design will be prepared as

one bid package.” To expedite the construction phase, to avoid 4 months of cost escalation, and to meet the Town’s goal of starting construction in Quarter 1 of 2024, the project team agreed to request an early grading package (Bid Package #1 – Utilities, Grading, & Earthwork) and then a site development package (Bid Package #2 – Overall Site amenities). Therefore, having already prepared one full bid package, Dunaway had to begin coordinating the detailed components of two bid packages with both Peak Program Value, LLC, (PPV) the Town’s project management consultant and the CMAR. This included numerous calls, emails, and administrative tasks with PPV and CMAR. Dunaway and all disciplines then prepared two full bid packages (plans, specifications, coordination with bid forms, etc.) for CMAR to use in the bidding of two packages.

In addition, to meet the Town’s initial budget goal (and have flexibility if/when future funding was made available), the project team decided to use scope as the contingency to absorb predicted marketplace escalation. Dunaway was very cooperative in identifying and documenting over two dozen alternatives in the GMP #2 bid package. This turned out to be a prudent approach, given both the subcontractor bids validating the predicted base cost, and the additional resources currently available for the project now.

- 4. Electrical Easement Preparation (work already complete): \$4,000
 The Town requested Dunaway to prepare and document the easement associated with the main electrical service to ensure CoServ could begin work ahead of the plat being accepted.

Budget Impact:

The original contract amount was \$1,091,600, plus the addition of \$261,250 for Contract Amendment No. 1 brought the total cost of services to \$1,352,850. The total revised contract amount including \$61,000 for Contract Amendment No. 2 will be \$1,413,850. The original budget was \$1,200,000. Additional funding for this amendment is available in account 750-5410-10-00-2122-PK.

Legal Obligations and Review:

Terrence Welch of Brown & Hofmeister, L.L.P., has approved the attached documents as to form and legality.

Attached Documents:

- 1. Dunaway Contract Amendment #2

Town Staff Recommendation:

Town Staff recommends approval of the amendment to the professional services agreement with Dunaway Associates, LLC, for additional design services for Raymond Community Park.

Proposed Motion:

I move to approve an amendment to the professional services agreement with Dunaway Associates, LLC, for additional design services for Raymond Community Park in the amount of \$61,000.

**CONTRACT AMENDMENT #2
BETWEEN THE TOWN OF PROSPER, TEXAS, AND DUNAWAY ASSOCIATES, LLC
FOR THE RAYMOND COMMUNITY PARK PHASE 1 PROJECT 2122-PK**

This Contract Amendment for Professional Services, hereinafter called "Amendment," is entered into by the **Town of Prosper, Texas**, a municipal corporation, duly authorized to act by the Town Council of said Town, hereinafter called "Town," and **Dunaway Associates, LLC**, a company authorized to do business in Texas, acting through a duly authorized officer, hereinafter called "Consultant," relative to Consultant providing professional engineering services to Town. Town and Consultant when mentioned collectively shall be referred to as the "Parties."

WITNESSETH:

WHEREAS, the Town previously engaged the services of the Consultant in connection with **Raymond Community Park Phase I Project 2122-PK** to be located at 201 Coit Road, hereinafter called "Project"; and

WHEREAS, the Parties previously entered into an professional services agreement regarding the Project on or about March 21, 2022, in the amount of one million, ninety-one thousand, six hundred dollars (\$1,091,600), hereinafter called the "Original Agreement"; and

WHEREAS, the Parties previously amended the professional services agreement regarding the Project on or about September 26, 2023, to add scope of services and additional compensation in the amount of two hundred and sixty-one thousand, two hundred and fifty dollars (\$261,250), hereinafter called the "Amendment #1";

WHEREAS, the Parties now desire to amend the Original Agreement plus Amendment #1 to increase the scope of services and compensation provided to include multi-use field irrigation design, construction administration, two separate bid packages, and preparation of an electrical easement.

For the mutual promises and benefits herein described, Town and Consultant agree to amend the Original Agreement as follows:

1. **Additional Services to be Performed by Consultant.** The Parties agree that Consultant shall perform such additional services as are set forth and described in **Exhibit A1 – Scope of Services** and incorporated herein as if written word for word. All references in the Original Agreement to "Exhibit A" are hereby amended to state "Exhibits A and A1."

2. **Additional Compensation of Consultant.** Town agrees to pay to Consultant for the satisfactory completion of all services included in this Amendment a total additional fee of sixty-one thousand dollars (\$61,000) for the additional services as set forth and described in **Exhibit B1 – Compensation Schedule** and incorporated herein as if written word for word. All references in the Original Agreement to "Exhibit B" are hereby amended to state "Exhibits B and B1."

3. **Revised Compensation for Consultant's Services.** Paragraph 4 of the Original Agreement plus Amendment #1 is hereby amended with the addition of this Amendment #2 to increase Consultant's total compensation by deleting one million, three hundred fifty-two thousand, eight hundred and fifty dollars (\$1,352,850) and replacing it with one million, four hundred thirteen thousand, eight hundred and fifty dollars (\$1,413,850).

4. **Original Agreement.** All other provisions and terms of the Original Agreement shall remain in full force and effect and this Amendment to the Original Agreement shall in no way release, affect, or impair any other provision or responsibility contained in the Original Agreement.

IN WITNESS WHEREOF, the Parties, having read and understood this Amendment, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the _____ day of _____, 20____.

DUNAWAY ASSOCIATES, LLC

TOWN OF PROSPER, TEXAS

By: _____
Signature

Philip Neeley _____
Printed Name

Senior Engagement Manager _____
Title

August 02, 2024 _____
Date

By: _____
Signature

Mario Canizares _____
Printed Name

Town Manager _____
Title

Date

**EXHIBIT A1
SCOPE OF SERVICES**

**CONTRACT AMENDMENT #2
BETWEEN THE TOWN OF PROSPER, TEXAS, AND DUNAWAY ASSOCIATES, LLC
FOR THE FIRST & COIT COMMUNITY PARK (RAYMOND COMMUNITY PARK) PHASE 1 PROJECT 2122-PK**

I. PROJECT DESCRIPTION

Design and plan development for Multi-Use field irrigation, additional construction administration services, preparation of two separate bid packages, and preparation of electrical easement.

II. TASK SUMMARY

Task 1 – Multi-Use Field Irrigation: The Multi-Use Field irrigation (sheets L5.01-L5.06; L5.08-L5.09, for a total of 9 sheets) was noted for temporary irrigation. At the request of the Town, Dunaway is now designing a full irrigation system that will be connected into the overall system.

Task 2 – Construction Administration: Additional weekly construction meetings (anticipating 52 additional weekly meetings to join). 38 virtual meetings and 14 in person meetings, and other meetings as normally and reasonably required to provide Construction Administration Services as shown in Exhibit C1 – GMP # 2 Project Schedule.

Task 3 – Bid Packages / Bid Phase: Coordination and preparation of two separate bid packages (plans, specifications, coordination with bid forms, etc.) and administrative tasks associated with these efforts for the CMAR to use in the bidding of two packages.

Task 4 – Electrical Easement: Prepare and document the easement associated with the main electrical service.

III. DELIVERABLES

Task 1 – Multi-Use Field Irrigation
Final construction documents

Task 2 – Construction Administration
Attend 52 additional weekly meetings (38 virtual & 14 in person), and other meetings as normally and reasonably required to provide Construction Administration Services as shown in Exhibit C1 – GMP # 2 Project Schedule

Task 3 – Bid Packages / Bid Phase
Coordination and preparation of two separate bid packages

Task 4 – Electrical Easement:
Prepare final electrical easement

**EXHIBIT B1
COMPENSATION SCHEDULE**

**CONTRACT AMENDMENT #2
BETWEEN THE TOWN OF PROSPER, TEXAS, AND DUNAWAY ASSOCIATES, LLC
FOR THE FIRST & COIT COMMUNITY PARK (RAYMOND COMMUNITY PARK) PHASE 1 PROJECT 2122-PK**

I. COMPENSATION SCHEDULE

Task	Completion Schedule	Compensation Schedule
Notice-to-Proceed	Month Year	
<u>Task 1 – Multi-Use Field Irrigation</u>	August 2024	\$9,000
<u>Task 2 – Construction Administration</u>	August 2022	\$18,000
<u>Task 3 – Bid Packages / Bid Phase</u>	August 2024	\$30,000
<u>Task 4 – Electrical Easement</u>	August 2024	\$4,000
Total Compensation		\$61,000

II. COMPENSATION SUMMARY

Basic Services (Lump Sum)	Amount
<u>Task 1 – Multi-Use Field Irrigation</u>	\$9,000
<u>Task 2 – Construction Administration</u>	\$18,000
<u>Task 3 – Bid Packages / Bid Phase</u>	\$30,000
Total Basic Services:	\$57,000

Special Services (Hourly Not-to-Exceed)	Amount
Task 4 – Electrical Easement	\$4,000
Total Special Services:	\$4,000

Direct Expenses	Amount
None	\$0,000
Total Direct Expenses:	\$0,000



PLANNING

To: Mayor and Town Council

From: David Hoover, AICP, Director of Development Services

**Through: Mario Canizares, Town Manager
Chuck Ewings, Assistant Town Manager**

Re: Multifamily Zoning Ordinance Amendments

Town Council Meeting – August 27, 2024

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Conduct a Public Hearing to consider and act upon an ordinance amending Article 2, Division 13 – Multifamily District; Article 4, Division 4, Section 4.4.3 – Non-Residential and Multifamily Parking Provisions; and Article 4, Division 8 - Non-Residential & Multifamily Design and Development of the Town of Prosper Zoning Ordinance to modify Multifamily development standards. (ZONE-24-0019)

Background:

On November 7, 2023, the Planning & Zoning Commission held a public hearing to discuss modifications to multifamily standards (Case No. ZONE-23-0024). The Commission voted unanimously to recommend approval of the proposal.

Town Council considered the item on November 14, 2023, and tabled the case to December 12, 2023. At this December meeting, the Council again tabled the item to January 9, 2024. It was then that the item was tabled indefinitely. At a subsequent workshop, the Council requested that a revised version of the ordinance be brought forward for consideration.

The primary modifications to the proposed ordinance were:

1. Removal of a specific density requirement; and
2. The addition of a statement that for any Planned Development District approved by the Town prior to the adoption of this Ordinance, and for which there is no number of multifamily units stated therein, then the permitted number of multifamily units is the number of multifamily units authorized by the Town's Zoning Ordinance on the date of adoption of said Planned Development District.

On August 20, 2024, the Planning & Zoning Commission voted unanimously to recommend approval of the ordinance with a modification of Article 2, Division 13, Section 2.13.2(H) to allow cladding the garage to match the façade of the attached multifamily when the garage is not fully

wrapped by residential units and a similar modification to the language in Article 4, Division 4, Section 4.4.3(U).

The proposed ordinance had stated that, “Multifamily structures shall have a wrap-around configuration that consists of central garage surrounded by the residential units on the exterior of the building.” However, in some cases not all sides of the building may be wrapped by residential units. Additionally, taller buildings may be constructed in a podium style where all of the residential units are above the garage. In these instances, it would be appropriate to have cladding on the exterior of the garage that will give it the appearance of the attached residential units. The red-line and final ordinance has been updated accordingly, as follows:

Article 2, Division 13, Section 2.13.2(H)

Original: Building Configuration: Multifamily structures shall have a wrap-around configuration that consists of central garage surrounded by the residential units on the exterior of the building.

Updated: Building Configuration: Multifamily structures shall have a wrap-around configuration that consists of central garage surrounded by the residential units on the exterior of the building. In cases where the residential units do not fully wrap the exterior or are constructed above the garage, the garage shall be cladded to match the appearance of the residential structure.

Article 4, Division 4, Section 4.4.3(U)

Original: Multifamily parking shall be in a structured garage that is wrapped by the residential units, as described in Chapter 2, Section 13.2.H. Any surface parking associated with a Multifamily development for leasing area, guest parking, retail uses, etc. is only allowed between the building and a public street when located at or beyond the required landscape setback and screened with a headlight screen of earthen berms and/or a row of shrubs.

Updated: Multifamily parking shall be in a structured garage that is wrapped by the residential units or cladded to match the exterior of the attached residential units, as described in Article 2, Division 13, Section 13.2.H. Any surface parking associated with a Multifamily development for leasing area, guest parking, retail uses, etc. is only allowed between the building and a public street when located at or beyond the required landscape setback and screened with a headlight screen of earthen berms and/or a row of shrubs.

Description of Agenda Item:

The regulations for Multifamily development are addressed within the Town’s Zoning Ordinance. The purpose of this amendment is to modify the regulations and standards for Multifamily development to align with the Comprehensive Plans’ guiding principle of Quality Development, which is to maintain the community’s small-town feel by ensuring quality development occurs in a cohesive manner, compatible with neighboring developments.

A summary of the modifications is as follows:

1. Limits Multifamily developments to the areas designated for this use in the Comprehensive Plan and as identified on the Future Land Use Plan.
2. Requires that Multifamily development can only be approved within a Planned Development.

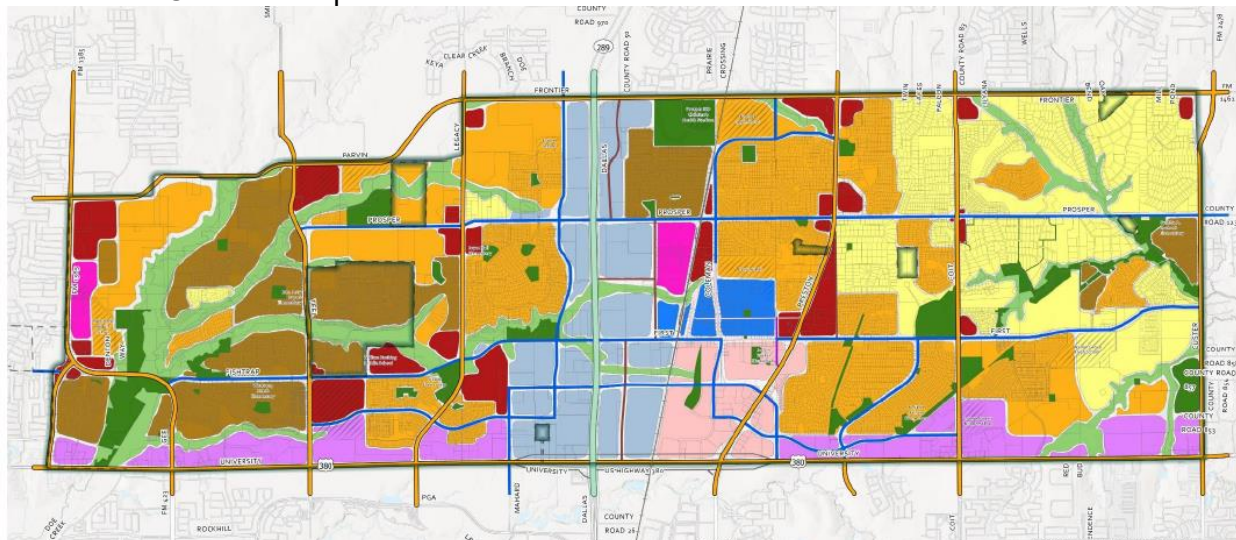
3. Removes a density requirement, as this can be determined on a case-by-case basis.
4. Removes setbacks and lot area requirements, as these can be determined on a case-by-case basis.
5. Requires compliance with the Dallas North Tollway Design Guidelines.
6. Increases the maximum height allowance from three stories and 50 feet to eight stories and 110 feet.
7. Establishes a building configuration for Multifamily structures, requiring a wrap-around configuration with a central garage surrounded by the residential units.
8. Creates a mixed-use opportunity by allowing the first floor of the building to be used for residential or retail uses. A minimum fourteen feet ceiling height for the first floor will accommodate retail uses.
9. Limits the height of the interior garage so that it will not exceed the height of the exterior building, and all associated appurtenances, such as an elevator shaft or mechanical equipment, shall be completely screened.
10. Modifies parking stall dimensions for structured parking garages from 18 feet by 8.5 feet to 20 feet by 9 feet.
11. Modifies Multifamily parking standards to reflect the updated parking garage requirement from individual unit parking garages.
12. Removes Multifamily design and development standards. These criteria will be addressed in Planned Development standards.

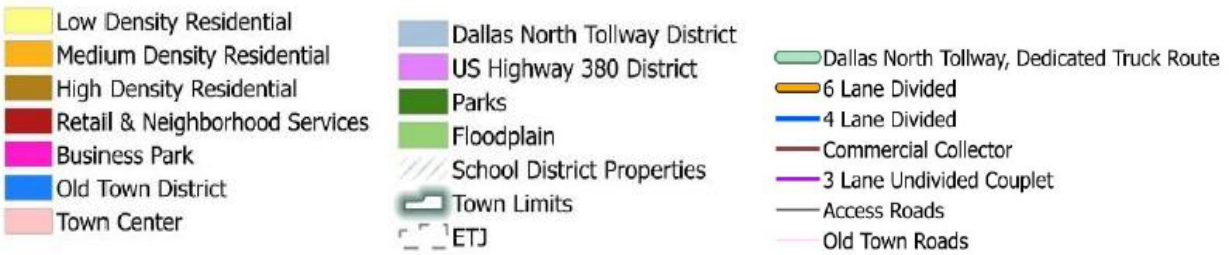
Comprehensive Plan:

The Comprehensive Plan identifies Multifamily in the following Districts, which are identified on the Future Land Use Plan:

- High Density Residential - Apartments are to be a conditional primary use.
- Dallas North Tollway District - Apartments are to be a conditional primary use.
- Town Center District - Apartments are to be secondary in nature to a primary use.
- Old Town District - Apartments are to be a conditional primary use.

Future Land Use Plan Map:





In the Town Center District and Old Town District, there is zoning for Multifamily and construction underway on apartments developments. High Density Residential is recommended for development of higher density single family, townhomes, duplexes and senior housing, in addition to apartments. The Dallas North Tollway District is identified for apartments as a primary use with conditional standards. As such, Staff recommends that all future Multifamily zoning be limited to the areas designated in the Comprehensive Plan, as identified on the Future Land Use Plan, and within Planned Developments. This recommendation is in conformance with the following goals from the Comprehensive Plan.

Goal 1. Provide a variety of desirable land uses that diversify the tax base and enable all types of people to live, work, shop, eat, and relax in Prosper.

Objective 1.11: Utilize the Dallas North Tollway (DNT) District to accommodate all new multi-family developments in a mixed-use setting with structured garage parking.

Goal 3. Protect the quality and integrity of Prosper’s neighborhoods.

Objective 3.1: Encourage the development of quality housing throughout Prosper that meets the needs of a diversity of housing needs, taking into consideration, among other things, data relating to age and income, for the full life-cycle of citizens to include, but not limited to:

- Promote housing types and affordability for families with children, single parents with children, young adults just leaving home, young professionals, empty-nesters, retirees, and the elderly.
- Promote an adequate supply of workforce housing throughout Prosper for those who work in the service industry in Prosper.
- Promote neighborhood desirability, value, and reinvestment.

The following section is from the Comprehensive Plan and describes the Dallas North Tollway District. Staff responses are included to indicate how the proposed amendments to the Zoning Ordinance fulfill the directives and vision for this District.

Dallas North Tollway District

The Dallas North Tollway District will consist of the most intense land uses within Prosper. A diverse mixture of office, retail, and residential will likely develop along the corridor. Mid-rise office (up to 12 stories) may be permitted throughout the corridor. Office buildings should be designed for a “campus feel”—they should be oriented towards common public space with significant landscaping and should be linked by a pedestrian network. A common architectural theme should also be established for a consistent visual appearance. Mixed-use development should be encouraged and should contain a mixture of office, retail and residential uses. Mixed-use lofts/apartments would be the most appropriate residential use within this District. Structured parking should be encouraged in more intense areas to limit the presence and visibility of large parking lots. Structured parking should be oriented to minimize visibility from the Tollway. The

Town may explore an overlay zoning district to better accommodate the preferred development outcomes in the Dallas North Tollway District.

Multi-family development must be well-planned and accounted for within Town limits. With more multi-family development requests, locations and standards for such development must be carefully considered to meet the Town's expectations.

Proposed Amendments:

- Limit Multifamily developments to the areas designated in the Comprehensive Plan, as identified on the Future Land Use Plan.
- Multifamily development can only be approved within a Planned Development.

While North Texas multi-family development has historically been associated with sprawling, garden-style apartments from the 20th century, multi-family developments have greatly improved since the start of the 21st century. For instance, many multi-family developers are not constructing garden-style apartment complexes, but modern, higher density, multi-family developments that are attractive to young professionals and empty nesters.

Proposed Amendments:

- Multifamily structures will have a wrap-around configuration with a central garage surrounded by the residential units.
- The height of the garage shall not exceed the height of the exterior building and all associated appurtenances, such as an elevator shaft or mechanical equipment, shall be completely screened.
- Modification of parking stall dimensions for structured parking garages from 18 feet by 8.5 feet to 20 feet by 9 feet.
- Modification of Multifamily parking standards to reflect the updated parking garage requirement from individual unit parking garages.

These developments are typically of a high-quality appearance and provide luxury amenities like dog parks and pet cleaning stations, saltwater pools, structured or covered parking, saunas, and innovative clubhouses.

Proposed Amendments:

- Multifamily development can only be approved within a Planned Development, and amenity standards can be determined with the zoning criteria for the development.
- Compliance with the Dallas North Tollway Design Guidelines.

Additionally, some multi-family developments incorporate other uses on the ground floor like office spaces, retail shops, and restaurants to create a vibrant, inclusive, and cohesive development.

Proposed Amendment:

- The first floor of the building may be used for residential or retail uses. A minimum fourteen-foot ceiling height for the first floor will accommodate retail uses.

In Prosper's instance, multi-family development should occur at strategic locations and have strict development standards and offer a high level of amenities to residents. This will create attractive multi-family developments that serve a critical housing need for a rapidly growing community like Prosper.

Any new multi-family development product should:

- 1) *Meet the Town's vision of providing housing excellence,*

- 2) *Provide quality-of-life amenities to foster the development and the Town as a desirable and unique community,*
- 3) *Be compatible with neighboring developments,*
- 4) *Be at a high density (more than 40 dwelling units per acre), and*
- 5) *Be located in the DNT District.*

The community prefers to see modern apartments with some retail services located in the DNT District. The Town should consider increasing density requirements to at least a minimum of 40 dwelling units per acre to achieve such an apartment style.

Proposed Amendments:

- Density will be determined in the Planned Development standards.
- Removes setbacks and lot area requirements, as these can be determined on a case-by-case basis within the Planned Development standards.
- Increases the maximum height allowance from three stories and 50 feet to eight stories and 110 feet.

Amenities, structured parking, range of unit densities, types, and size, integration into the street and trails network, public art and industry leading building designs and materials should guide the Town's preferences for multi-family development.

Proposed Amendment:

- Removes Multifamily design and development standards. These criteria will be addressed in Planned Development standards.

In Prosper's instance, multi-family may be preferable near intersections in the Dallas North Tollway District. Additionally, multi-family development may be suitable in other locations behind commercial nodes where a transition from commercial to single-family residential development may be necessary.

Proposed Amendments:

- Limit Multifamily developments to areas designated in the Comprehensive Plan, as identified on the Future Land Use Plan.
- Multifamily development can only be approved within a Planned Development.

Staff finds that the proposed amendments uphold the Town's Comprehensive Plan.

Legal Obligations and Review:

Notification was provided as required by the Zoning Ordinance and State law. Staff has not received any response to the proposed zoning text amendment to date.

Terrence Welch of Brown & Hofmeister, L.L.P., has approved the attached document as to form and legality.

Attached Documents:

1. Redlined Ordinance
2. Ordinance

Town Staff Recommendation:

Town Staff recommends approval of the amendments to the Multifamily development standards within the Town of Prosper Zoning Ordinance.

Planning & Zoning Commission Recommendation:

On August 20, 2024, the Planning & Zoning Commission voted unanimously, by a vote of 6-0, to recommend approval of this item with a modification of Article 2, Division 13, Section 2.13.2(H) to allow cladding the garage to match the façade of the attached multifamily when the garage is not fully wrapped by residential units and a similar modification to the language in Article 4, Division 4, Section 4.4.3(U).

Proposed Motion:

I move to approve/deny an ordinance amending Article 2, Division 13 – Multifamily District; Article 4, Division 4, Section 4.4.3 – Non-Residential and Multifamily Parking Provisions; and Article 4, Division 8 - Non-Residential & Multifamily Design and Development of the Town of Prosper Zoning Ordinance to modify Multifamily development standards.

Attachment No. 1

A red lined version of the current Zoning Ordinance sections that are proposed to be amended with additions shown in **blue** and underlined, and the deleted sections shown in **red** with strike through.

ARTICLE 2. ZONING DISTRICTS

* * *

DIVISION 13. MULTIFAMILY DISTRICT

§ 2.13.1 General purpose and description.

Multifamily Districts shall be limited to the areas designated in the Comprehensive Plan, as identified on the Future Land Use Plan, and must be in a Planned Development District. The Multifamily District will provide for development of high density attached residential dwelling units, ~~not to exceed 15 units per acre.~~ The standards in this district are intended to promote stable, quality multiple occupancy residential development at high densities. The principal permitted land uses will include apartment complexes ~~and townhomes.~~ ~~Other uses, such as religious and educational facilities, parks, and open spaces will be provided for to maintain a balanced, orderly, convenient, and attractive residential area. This zoning district should be located adjacent to a major thoroughfare and is appropriate in areas designated as high density residential on the Future Land Use Plan. Limited amounts of this district may also be appropriate in areas designated as Tollway Corridor or U.S. 380 Adjacency Corridor on the Future Land Use Plan.~~ Development shall comply with the Dallas North Tollway Design Guidelines, as it exists or may be amended.

§ 2.13.2 Regulations.

- A. ~~Maximum Permitted Density: 15 units per acre.~~ The density shall be determined at the time of development.
- B. **Size of Yards:** The size of Front, Side, and Rear Yards shall be determined at the time of development.
- ~~1. **Minimum Front Yard** — 50 feet for one or two story structures.
— One hundred fifty feet for three story structures.~~
 - ~~2. **Minimum Side Yard** — 50 feet for one or two story structures adjacent to property that is either zoned or designated on the Future Land Use Plan for single family or two family uses.
— One hundred fifty feet for three story structures adjacent to property that is either zoned or designated on the Future Land Use Plan for single family or two family uses.
— Thirty feet for one or two story structures adjacent to property that is either zoned or designated on the Future Land Use Plan for multifamily or nonresidential uses.
— One hundred feet for one or two story structures adjacent to property that is either zoned or designated on the Future Land Use Plan for multifamily or nonresidential uses.~~

~~—Multiple structures constructed on the same lot shall maintain a minimum separation of 30 feet.~~

~~3. Minimum Rear Yard — Same as Minimum Side Yard requirements above.~~

C. **Size of Lots:** The size of lots shall be determined at the time of development.

~~1. Minimum Lot Area — One acre.~~

~~2. Minimum Lot Width — 100 feet.~~

~~3. Minimum Lot Depth — 150 feet.~~

D. **Minimum Dwelling Area:**

1. One or two bedroom — 850 square feet.

2. Additional bedrooms — 150 square feet per additional bedroom.

E. **Maximum Height:** ~~Three~~ Eight stories, no greater than ~~50~~ 110 feet.

F. **Lot Coverage:** 45 percent.

G. **Minimum Usable Open Space:** 30 percent.

H. **Building Configuration:** Multifamily structures shall have a wrap-around configuration that consists of central garage surrounded by the residential units on the exterior of the building. In cases where the residential units do not fully wrap the exterior or are constructed above the garage, the garage shall be cladded to match the appearance of the residential structure.

I. **First Floor:** The ceiling height of the first floor shall be a minimum fourteen feet (14') in height. The first floor of the building may be used for residential or retail uses that are specified in the Planned Development ordinance.

J. **Garage Height:** The height of the garage shall not exceed the height of the exterior building and all associated appurtenances, such as an elevator shaft or mechanical equipment, shall be completely screened.

K. **Previously Approved Planned Development Districts:** For any Planned Development District approved by the Town prior to the adoption of this Ordinance, and for which there is no number of multifamily units stated therein, then the permitted number of multifamily units is the number of multifamily units authorized by the Town's Zoning Ordinance on the date of adoption of said Planned Development District.

§ 2.13.3 Permitted uses.

Permitted uses shall be in accordance with the "Schedule of Uses" as outlined in § 3.1.3 of Article 3.

ARTICLE 4. DEVELOPMENT REQUIREMENTS

* * *

DIVISION 4. PARKING, CIRCULATION, AND ACCESS

* * *

§ 4.4.3 Non-Residential and Multifamily Parking Provisions.

* * *

- E. Each head-in parking space shall be a minimum of nine feet wide and 20 feet long, exclusive of driveways and maneuvering aisles, and shall be of usable shape and condition (see Chapter 5, Section 2.3, Illustrations A-G). Where it is possible for a vehicle to overhang the front of a parking space above a paved, stoned, mulched, or grassed area other than a sidewalk, street right-of-way, or adjacent property, the depth of the standard space may be reduced to 18 feet. No parking space shall overhang required landscape areas. Parallel parking spaces must be a minimum of eight feet wide and 22 feet long. Parking spaces within non-residential and multifamily structured parking garages shall be a minimum of ~~eight and one-half~~ nine feet wide and ~~18~~ 20 feet long.

* * *

- U. Multifamily parking shall be in a structured garage that is wrapped by the residential units or clad to match the exterior of the attached residential units, as described in Article 2, Division 13, Section 13.2.H. Any surface parking associated with a Multifamily development for leasing area, guest parking, retail uses, etc. ~~Multifamily parking~~ is only allowed between the building and a public street when located at or beyond the required landscape setback and screened with a headlight screen of earthen berms and/or a row of shrubs. ~~Buildings with enclosed garages, when adjacent to a public street, must face garage doors internally to the development. Garage doors may not face a public street. No detached garages may be located between residential buildings and a public street. Enclosed garage parking spaces shall be a minimum of ten by 20 feet.~~

ARTICLE 4. DEVELOPMENT REQUIREMENTS

* * *

DIVISION 8. NON-RESIDENTIAL ~~& MULTIFAMILY~~ DESIGN AND DEVELOPMENT

SUBDIVISION 1. APPLICABILITY

§ 4.8.1 Applicability.

The regulations provided in Sections ~~4.8.2—4.8.6~~ shall apply to all office, retail, restaurant, service, automobile, and commercial uses. The regulations provided in Sections ~~4.8.7—4.8.10~~ 4.8.3 shall apply to all industrial, wholesale, and institutional uses. Where the regulations of this section conflict with other sections of this ordinance, the regulations of this section shall apply.

The intent of these provisions is to promote high-quality architecture that relates to the street, scale of development, and surrounding land uses by utilizing three properties of good design: massing, use of materials, and attention to detail.

* * *

~~§ 4.8.4. Multifamily development standards.~~

- ~~A. All exterior facades for a main building or structure, excluding glass windows and doors, in the MF District shall be constructed of 100 percent masonry as defined in Chapter 3, Section 2. The use of stucco and EIFS are only permitted as secondary or accent materials.~~
- ~~1. The Town Council, after recommendation by the Planning and Zoning Commission, may grant an exception to the foregoing exterior façade and design requirements, based upon consideration of the criteria listed in subpart 2, below.~~
 - ~~2. In considering an exception to the exterior façade requirements, the Planning and Zoning Commission and Town Council may consider whether a proposed alternate material:

 - ~~a. Is a unique architectural expression;~~
 - ~~b. Includes unique building styles and materials;~~
 - ~~c. Is consistent with high quality development;~~
 - ~~d. Is or would be visually harmonious with existing or proposed nearby buildings;~~
 - ~~e. Has obvious merit based upon the quality and durability of the materials; and~~
 - ~~f. Represents an exterior building material that is in keeping with the intent of this chapter to balance the abovementioned objectives.~~~~
 - ~~3. Any exterior façade exception shall be considered in conjunction with a preliminary site plan or site plan application.~~
- ~~B. The Town Council may approve materials which are equivalent to, or exceed, the standards set forth in herein.~~
- ~~C. Structure Separation. Multifamily structures on the same parcel shall have the following minimum distance between structures:~~

- ~~1. From main structure to main structure with walls that have openings for doors or windows on facades facing each other.

 - a. Face to Face: 50 feet
 - b. Face to End: 30 feet
 - c. Corner to Face or End: 30 feet
 - d. End to End: 30 feet~~
 - ~~2. From main structure to main structure with walls that do not have openings, the minimum distance between structures is 20 feet for one and two story buildings and 30 feet for three story buildings.~~
 - ~~3. From main structure to accessory buildings or pools, the minimum distance between structures is 20 feet.~~
 - ~~4. From main structure to free standing garage building, the minimum distance between structures is 30 feet.~~
- ~~D. All multifamily buildings shall be designed to incorporate a form of architectural articulation every 30 feet, both horizontally along each wall's length and vertically along each wall's height. Acceptable articulation may include the following:~~
- ~~• Canopies, awnings, or porticos;~~
 - ~~• Recesses/projections;~~
 - ~~• Arcades;~~
 - ~~• Arches;~~
 - ~~• Architectural details (such as tile work and moldings) integrated into the building facade;~~
 - ~~• Articulated ground floor levels or base;~~
 - ~~• Articulated cornice line;~~
 - ~~• Integrated planters or wing walls that incorporate landscape and sitting areas;~~
 - ~~• Offsets, reveals or projecting rib used to express architectural or structural bays;~~
 - ~~• Accent materials (minimum 15 percent of exterior facade);~~
 - ~~• Varied roof heights;~~
 - ~~• Or other architectural features approved by the Director of Development Services or his/her designee.~~
- ~~E. All buildings shall be designed to incorporate a form of window articulation. Acceptable articulation may include the following:~~
- ~~• Detailed/patterned mullions~~

- Glass depth from wall minimum eight inches
- Projected awnings/sunshades
- Water table in lieu of floor to ceiling glass
- Articulated lintel (i.e. soldier course in brick or material change EIFS or cast stone with minimum one half inch projection)
- Articulated sill (i.e. soldier course in brick or material change EIFS or cast stone with minimum one half inch projection)
- Cast stone surrounds on entire window



~~F. All buildings constructed primarily of brick shall incorporate a form of brick patterning (excluding typical traditional brick patterning, i.e. Running Bond). Acceptable patterning may include those represented below, or similar subject to approval by the Director of Development Services:~~



~~G. All multifamily buildings shall incorporate a pitched, gabled, mansard, hipped, or otherwise sloped roof. All sloped roofs shall have a three in 12 inch minimum slope. Wood shingles are prohibited.~~

TOWN OF PROSPER, TEXAS

ORDINANCE NO. 2024-__

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, AMENDING DIVISION 13, "MULTIFAMILY DISTRICT," OF ARTICLE 2, "ZONING DISTRICTS," OF THE ZONING ORDINANCE OF THE TOWN OF PROSPER, TEXAS; AMENDING SUBSECTIONS (E) AND (U) OF SECTION 4.4.3, "NON-RESIDENTIAL AND MULTIFAMILY PARKING PROVISIONS," OF DIVISION 4, "PARKING, CIRCULATION, AND ACCESS," OF ARTICLE 4, "DEVELOPMENT REQUIREMENTS," OF THE ZONING ORDINANCE OF THE TOWN OF PROSPER, TEXAS; AMENDING SECTION 4.8.1, "APPLICABILITY," OF SUBDIVISION 1, "APPLICABILITY," OF DIVISION 8, "NON-RESIDENTIAL & MULTIFAMILY DESIGN AND DEVELOPMENT," OF ARTICLE 4, "DEVELOPMENT REQUIREMENTS," OF THE ZONING ORDINANCE OF THE TOWN OF PROSPER, TEXAS; REPEALING CURRENT SUBDIVISION IV, "MULTIFAMILY DEVELOPMENT STANDARDS," OF DIVISION 8, "NON-RESIDENTIAL & MULTIFAMILY DESIGN AND DEVELOPMENT," OF ARTICLE 4, "DEVELOPMENT REQUIREMENTS," OF THE TOWN'S ZONING ORDINANCE; AMENDING THE TITLE OF DIVISION 8, "NON-RESIDENTIAL & MULTIFAMILY DESIGN AND DEVELOPMENT," OF ARTICLE 4, "DEVELOPMENT REQUIREMENTS," OF THE ZONING ORDINANCE OF THE TOWN OF PROSPER, TEXAS, TO READ "NON-RESIDENTIAL DESIGN AND DEVELOPMENT"; MAKING FINDINGS; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVINGS, AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the Town Council of the Town of Prosper, Texas (the "Town Council"), has investigated and determined that the Zoning Ordinance should be amended; and

WHEREAS, after public notice and public hearing as required by law, the Planning & Zoning Commission of the Town of Prosper, Texas, has recommended amending the Town's Zoning Ordinance to encompass those amendments as set forth herein; and

WHEREAS, after public notice and public hearing as required by law, and upon due deliberation and consideration of the recommendation of said Planning & Zoning Commission and of all testimony and information submitted during said public hearing, the Town Council of the Town of Prosper, Texas, has determined that it is in the public's best interest and in furtherance of the health, safety, morals, and general welfare of the citizens of the Town to amend the Town's Zoning Ordinance as set forth herein.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, THAT:

SECTION 1

The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2

From and after the effective date of this Ordinance, Division 13, “Multifamily District,” of Article 2, “Zoning Districts,” of the Town’s Zoning Ordinance, is hereby amended to read as follows:

“ARTICLE 2. ZONING DISTRICTS

* * *

DIVISION 13. MULTIFAMILY DISTRICT

§ 2.13.1 General purpose and description.

Multifamily Districts shall be limited to the areas designated in the Comprehensive Plan, as identified on the Future Land Use Plan, and must be in a Planned Development District. The Multifamily District will provide for development of high density attached residential dwelling units. The standards in this district are intended to promote stable, quality multiple occupancy residential development at high densities. The principal permitted land uses will include apartment complexes. Development shall comply with the Dallas North Tollway Design Guidelines, as it exists or may be amended.

§ 2.13.2 Regulations.

- A. **Density:** The density shall be determined at the time of development.
- B. **Size of Yards:** The size of Front, Side, and Rear Yards shall be determined at the time of development.
- C. **Size of Lots:** The size of lots shall be determined at the time of development.
- D. **Minimum Dwelling Area:**
 - 1. One or two bedroom — 850 square feet.
 - 2. Additional bedrooms — 150 square feet per additional bedroom.
- E. **Maximum Height:** Eight stories, no greater than 110 feet.
- F. **Lot Coverage:** 45 percent.
- G. **Minimum Usable Open Space:** 30 percent.
- H. **Building Configuration:** Multifamily structures shall have a wrap-around configuration that consists of central garage surrounded by the residential units on the exterior of the building. In cases where the residential units do not fully wrap the exterior or are constructed above the garage, the garage shall be cladded to match the appearance of the residential structure.
- I. **First Floor:** The ceiling height of the first floor shall be a minimum fourteen feet (14’) in height. The first floor of the building may be used for residential use or retail uses that are specified in the Planned Development ordinance.

- J. **Garage Height:** The height of the garage shall not exceed the height of the exterior building and all associated appurtenances, such as an elevator shaft or mechanical equipment, shall be completely screened.
- K. **Previously Approved Planned Development Districts:** For any Planned Development District approved by the Town prior to the adoption of this Ordinance, and for which there is no number of multifamily units stated therein, then the permitted number of multifamily units is the number of multifamily units authorized by the Town’s Zoning Ordinance on the date of adoption of said Planned Development District.

§ 2.13.3 Permitted uses.

Permitted uses shall be in accordance with the "Schedule of Uses" as outlined in § 3.1.3 of Article 3.”

SECTION 3

From and after the effective date of this Ordinance, Subsections (E) and (U) of Section 4.4.3, “Non-Residential and Multifamily Parking Provisions,” of Division 4, “Parking, Circulation, and Access,” of Article 4, “Development Requirements,” of the Town’s Zoning Ordinance, is hereby amended to read as follows:

“ARTICLE 4. DEVELOPMENT REQUIREMENTS

* * *

DIVISION 4. PARKING, CIRCULATION, AND ACCESS

* * *

§ 4.4.3 Non-Residential and Multifamily Parking Provisions.

* * *

E. Each head-in parking space shall be a minimum of nine feet wide and 20 feet long, exclusive of driveways and maneuvering aisles, and shall be of usable shape and condition (see Article 5, Section 5.2.3, Illustrations A-G). Where it is possible for a vehicle to overhang the front of a parking space above a paved, stoned, mulched, or grassed area other than a sidewalk, street right-of-way, or adjacent property, the depth of the standard space may be reduced to 18 feet. No parking space shall overhang required landscape areas. Parallel parking spaces must be a minimum of eight feet wide and 22 feet long. Parking spaces within non-residential and multifamily structured parking garages shall be a minimum of nine feet wide and 20 feet long.

* * *

U. Multifamily parking shall be in a structured garage that is wrapped by the residential units or clad to match the exterior of the attached residential units, as described in Article 2, Division 13, Section 13.2.H. Any surface parking associated with a Multifamily development for leasing area, guest parking, retail uses, etc. is only allowed between the

building and a public street when located at or beyond the required landscape setback and screened with a headlight screen of earthen berms and/or a row of shrubs.

* * *

SECTION 4

From and after the effective date of this Ordinance, Section 4.8.1, “Applicability,” of Subdivision 1, “Applicability,” of Division 8, “Non-Residential & Multifamily Design and Development,” of Article 4, “Development Requirements,” of the Town’s Zoning Ordinance, is hereby amended to read as follows:

“ARTICLE 4. DEVELOPMENT REQUIREMENTS

* * *

DIVISION 8. NON-RESIDENTIAL & MULTIFAMILY DESIGN AND DEVELOPMENT

SUBDIVISION 1. APPLICABILITY

§ 4.8.1 Applicability.

The regulations provided in Section 4.8.2 shall apply to all office, retail, restaurant, service, automobile, and commercial uses. The regulations provided in Section 4.8.3 shall apply to all industrial, wholesale, and institutional uses. Where the regulations of this section conflict with other sections of this ordinance, the regulations of this section shall apply.

The intent of these provisions is to promote high-quality architecture that relates to the street, scale of development, and surrounding land uses by utilizing three properties of good design: massing, use of materials, and attention to detail.”

SECTION 5

From and after the effective date of this Ordinance, current Subdivision IV, “Multifamily Development Standards,” of Division 8, “Non-Residential & Multifamily Design and Development,” of Article 4, “Development Requirements,” of the Town’s Zoning Ordinance, shall be repealed in its entirety.

SECTION 6

From and after the effective date of this Ordinance, the title of Division 8, “Non-Residential & Multifamily Design and Development,” of Article 4, “Development Requirements,” of the Town’s Zoning Ordinance, shall be amended to read “Non-Residential Design and Development.”

SECTION 7

Should any section, subsection, sentence, clause, or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The Town hereby declares that it would have passed this Ordinance, and each section, subsection, sentence,

clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional or invalid.

SECTION 8

All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution from being commenced for any violation if occurring prior to the repeal of the Ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 9

Any person, firm, corporation, or business entity violating this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be subject to a fine not to exceed the sum of two thousand dollars (\$2,000.00), and each and every day such violation shall continue shall constitute a separate offense.

SECTION 10

This Ordinance shall become effective after its adoption and publication as required by law.

DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS ___ DAY OF _____, 2024.

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney

History

Previous Multifamily Ordinance Amendment:

- November 7, 2023 – The Planning & Zoning Commission unanimously recommended approval case to modify the multifamily standards.
- November 14, 2023 – Town Council tabled the case to December 12, 2023.
- December 12, 2023 – Town Council tabled the case to January 9, 2024.
- January 9, 2024 – Town Council tabled the case indefinitely.

At a subsequent workshop, the Council requested that a revised version of the ordinance be brought forward for consideration.

Modifications

The primary modifications to the previously considered ordinance are:

1. Removal of a specific density requirement; and
2. The addition of a statement that for any Planned Development District approved by the Town prior to the adoption of this Ordinance, and for which there is no number of multifamily units stated therein, then the permitted number of multifamily units is the number of multifamily units authorized by the Town's Zoning Ordinance on the date of adoption of said Planned Development District.

Planning & Zoning Commission Recommendation

On August 20, 2024, the Planning & Zoning Commission voted unanimously to recommend approval of the ordinance with a modification of Article 2, Division 13, Section 2.13.2(H) to allow cladding the garage to match the façade of the attached multifamily when the garage is not fully wrapped by residential units and a similar modification to the language in Article 4, Division 4, Section 4.4.3(U).

These changes have been made and are reflected in the proposed Ordinance.

Overview of Modifications

Summary of 12 modifications to the current Zoning Ordinance:

1. Limits Multifamily developments to the areas designated for this use in the Comprehensive Plan and as identified on the Future Land Use Plan.
2. Requires that Multifamily development can only be approved within a Planned Development.
3. Removes a density requirement, as this can be determined on a case-by-case basis.
4. Removes setbacks and lot area requirements, as these can be determined on a case-by-case basis.
5. Requires compliance with the Dallas North Tollway Design Guidelines.
6. Increases the maximum height allowance from three stories and 50 feet to eight stories and 110 feet.
7. Establishes a building configuration for Multifamily structures with a wrapped garage or attached garage that is cladded to match the residential building.

8. Creates a mixed-use opportunity by allowing the first floor of the building to be used for residential or retail uses. A minimum fourteen feet ceiling height for the first floor will accommodate retail uses.
9. Limits the height of the interior garage so that it will not exceed the height of the exterior building, and all associated appurtenances, such as an elevator shaft or mechanical equipment, shall be completely screened.
10. Modifies parking stall dimensions for structured parking garages from 18 feet by 8.5 feet to 20 feet by 9 feet.
11. Modifies Multifamily parking standards to reflect the updated parking garage requirement from individual unit parking garages.
12. Removes Multifamily design and development standards. These criteria will be addressed in Planned Development standards.



PARKS AND RECREATION

To: Mayor and Town Council

From: Dan Baker, Parks and Recreation Director

**Through: Mario Canizares, Town Manager
Robyn Battle – Executive Director**

Re: Raymond Community Park GMP Amendment

Town Council Meeting – August 27, 2024

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon the approval of a budget transfer in the amount of \$2,007,000 to amend Raymond Community Park GMP 2 to construct an irrigation well, expand the park irrigation system, and fund additional prioritized bid alternate items.

Description of Agenda Item:

Staff presented to the Town Council, the CIP Subcommittee, the Parks and Recreation Board, and the Finance Committee regarding the need to install a well at Raymond Community Park to mitigate future irrigation costs and watering restrictions. All parties agreed to move forward and tasked staff to look for funding that could be used to fund the construction of the well at a cost of approximately \$1.2M without impacting the project contingency.

Funds were identified from the 2020 bond program previously allocated for future trail projects (\$1.9M) and additional unallocated bond funding (\$107k) was also identified. This funding was approved to be reallocated to assist in funding the project budget shortfalls.

Items that staff propose we apply any surplus funding for after the purchase of the well are as follows, with the additional of Multipurpose Field Irrigation that has been added to the scope of the project. These items, except for the additional irrigation, have been presented to the prior mentioned committees and boards. They are listed in a priority order.

Pedestrian lighting	\$ 204,000
Restroom @ Tennis & PB	258,000
Park Monument Sign @ First St.	17,000
Multipurpose Fields Irrigation	TBD
Tennis courts (2)	557,000
Shade structures @ Tennis & PB	35,000
Other amenities (site furnishings)	146,000
Playground Pavilion	91,000
Additional Trees / Landscape	114,000
Batting Cages w/ trail & furnishings	239,000

The terms of a future change order are being completed and will be presented at a future Town Council meeting.

Item 13.

Budget Impact:

Funds will be provided through the 2020 Bond Program. These funds are being budgeted as part of the Fiscal Year 2025 CIP additions from account 750-6610-10-00-2122-PK.

Attached Documents:

1. CIP Subcommittee presentation
2. Updated list of project bid alternates with costs

Town Staff Recommendation:

Town Staff recommends that the Town Council authorize the approval of a budget transfer in the amount of \$2,007,000 to amend Raymond Community Park GMP 2 to construct an irrigation well, expand the park irrigation system, and fund additional prioritized bid alternate items.

Proposed Motion:

I move to authorize the approval of a budget transfer in the amount of \$2,007,000 to amend Raymond Community Park GMP 2 to construct an irrigation well, expand the park irrigation system, and fund additional prioritized bid alternate items.

Parks & Recreation Request to Approve Bid Alternate Item Prioritization for Raymond Community Park

CIP Subcommittee Direction

- Approved Town Staff to find funding independent of project funds to construct an irrigation well in the amount of \$1.2M

Finance Committee Approval

- On June 20, approved the reallocation of \$1.9M for future trail projects to the Raymond Community Park project for an irrigation well (\$1.2M) and the purchase of unfunded bid alternate items

CIP Subcommittee Approval Request

- Prioritize and approve list of remaining bid alternate items that can be purchased utilizing the additional \$700,000.
- Allocation to RCP of an additional \$107,000 of unallocated 2020 Bond funds.

Possible Contingency / Alternate Funding Use

Pedestrian lighting	\$ 204,000
Restroom @ Tennis & PB	258,000
Tennis courts (2)	557,000
Shade structures @ Tennis & PB	35,000
Other amenities (site furnishings)	146,000

These items have already been approved and prioritized by Town Council, CIP Sub and P&R Board

Playground Pavilion	91,000
Park Monument Sign @ First St.	17,000
Additional Trees / Landscape	114,000
Batting Cages w/ trail & furnishings	239,000

Total cost of both lists amounts to \$1,661,000

**Raymond Community Park Alternate Prioritization
Funding vs. Scope Tracking Log**

Updated on 19 AUG 2024
Printed on 8/19/2024 10:00 AM

Item 13.

Scope to be Added by Town of Prosper's \$2.0 Million CIP Funding				
ToP Priority	Alt #	Description	Owner's Budget	Comments
1.0	N/A	Safety & Quality Upgrades to Existing Irrigation Pond Dam & Water Source	Pending Design & Estimating	Dam Stabilization & Overflow Structure, etc. May be Required
2.0	2.11, 2.12 & 2.13	Water Well (Assumes no Multipurpose Field Irrigation)	1,201,855	Original GMP # 2 Contract Amount; Pricing to be Updated
3.0	2.0	Pedestrian Lighting	203,176	Original GMP # 2 Contract Amount; Pricing to be Updated
4.0	2.03	CTX Building at Tennis/Pickleball	257,286	These Alternate \$\$s Have Been Confirmed; Very Long Lead Item; Ordered to Beat Schedule
5.0	2.10	Monument Sign	17,124	Original GMP # 2 Contract Amount; \$\$s Firm until 15 NOV
Subtotal without Dam Safety Above or Items Below			1,679,441	
6.0	Pending Proposal Request	Irrigation of Multipurpose Fields (May Also Change Base Bid Well Scope)	Pending Design & Estimating	Decision will Delay Release of the Water Well Scope of Work
7.0	2.04, 2.06 & 2.07	Tennis Courts	557,169	Includes Masonry & Subprep Alternates
8.0	2.04 + 2.05	Masonry on CXT Bldg at Playground + Masonry on CXT Bldg at Tennis	42,045	Value Options Being Evaluated; Actual Upgrade will be Less
Total without Dam Safety or Multipurpose Irrigation \$\$s			2,278,655	