



Agenda
Prosper Town Council Meeting
Prosper Town Hall, Council Chambers
250 W. First Street, Prosper, Texas
Tuesday, March 28, 2023
6:15 PM

Welcome to the Prosper Town Council Meeting.

Citizens may watch the meeting live by using the following link:
<https://prospertx.new.swagit.com/views/378/>

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 Town Council 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 of the Town Council. 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 March 14, 2023, Town Council Work Session meeting. (MLS)

2. Consider and act upon the minutes from the March 14, 2023, Town Council Regular meeting. (MLS)
3. Consider and act upon the minutes from the March 20, 2023, Town Council Work Session meeting. (MLS)
4. Consider and act upon a resolution awarding the depository services contract to Independent Financial and authorizing the Town Manager to execute all documents for same. (CL)
5. Consider and act upon approving funding for expenses of scheduled and unscheduled maintenance and repairs by Siddons-Martin Emergency Group, LLC to fire department apparatus including fire engines and aerial trucks. (SB)
6. Consider and act upon approving the purchase of water and wastewater materials from Ferguson Enterprises, LLC, utilizing BuyBoard contracts; and authorizing the Town Manager to execute documents for the same. (FJ)
7. Consider and act upon approving the purchase of one 2023 Chevrolet Silverado 2500HD for Facilities Management from Enterprise Fleet Management utilizing The Interlocal Purchasing System (TIPS); and authorizing the Town Manager to execute the same. (JC)
8. Consider and act upon approving the purchase of two 2023 Chevrolet Tahoe's and for the Police Department from Enterprise Fleet Management utilizing The Interlocal Purchasing System (TIPS); and authorizing the Town Manager to execute the same. (JC)
9. Consider and act upon approval of Change Order #3 related to construction services for the Hays Park Project (1802-PK) to Ratliff Hardscape, Ltd., and authorizing the Town Manager to execute the same. (DB)
10. Consider and act upon a resolution authorizing the Town Manager to execute an Advance Funding Agreement between the Texas Department of Transportation (TxDOT), and the Town of Prosper, Texas, related to the design and construction funding of the Preston Road (SH 289) and First Street Dual Left Turn Lanes project. (HW)
11. Consider and act upon approving a resolution supporting U.S. Highway 380 as a Controlled Access Highway within the corporate limits of the Town of Prosper, in accordance with recommendations by the Texas Department of Transportation in its December 2022 Draft Environmental Impact Statement for U.S. Highway 380 from Coit Road to FM 1827, and January 2023 Draft Environmental Assessment for U.S. Highway 380 from Teel Parkway to Lakewood Drive; acknowledging the preferred alignment of the future expansion of U.S. Highway 380 within the corporate limits of the Town is consistent with the Town's Thoroughfare Plan; requesting that the Texas Department of Transportation's final Environmental Impact Statement and Environmental Assessment reflect the alignment of U.S. Highway 380 within the corporate limits of the Town of Prosper as recommended; and authorize the Mayor to submit comments to the Texas Department of Transportation on the Draft Environmental Impact Statement and/or Draft Environmental Assessment. (HW)
12. Consider and act upon an ordinance establishing a no parking zone on Foxfield Court. (HW)

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:

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. 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. For individuals wishing to speak on a non-public hearing item, they may either address the Council during the Citizen Comments portion of the meeting or when the item is considered by the Town Council.

Items for Individual Consideration:

- [13.](#) Consider and act upon an ordinance adopting a Special Purpose Sign District for the Gates of Prosper, Phase 2 and Phase 3, on 52.1± acres, located on the northwest corner of US 380 and Preston Road. (MISC-23-0001) (BC)
- [14.](#) Consider and act upon a resolution accepting the Independent Audit Report and Annual Comprehensive Financial Report for the Fiscal Year Ended September 30, 2022, as audited by Weaver and Tidwell LLP, Certified Public Accountants. (CL)

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 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 - Consultation with the Town Attorney regarding pending and anticipated litigation regarding zoning and International Fire Code matters, and all matters incident and related thereto.

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, and the Community Engagement 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, March 24, 2023, 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) 569-1011 at least 48 hours prior to the meeting time.



MINUTES

Item 1.

Prosper Town Council Work Session
Prosper Town Hall – Council Chambers
250 W. First Street, Prosper, Texas
Tuesday, March 14, 2023

Call to Order/ Roll Call.

The meeting was called to order at 5:00 p.m.

Council Members Present:

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

Staff Members Present:

Mario Canizares, Town Manager
Michelle Lewis Sirianni, Town Secretary
Terry Welch, Town Attorney
Bob Scott, Executive Director of Administrative Services
Robyn Battle, Executive Director of Community Services
Chuck Ewings, Executive Director of Development and Infrastructure Services
Hulon Webb, Engineering Director
Chris Landrum, Finance Director
Jay Carter, Purchasing Manager
Stephanie Mays, Assistant Purchasing Manager
Sherry Fangio, Buyer
Whitney Rhem, Grants Administrator
James Edwards, Director of Human Resources

Items for Individual Consideration

1. Discuss the Town's bid process and procurement methods. (JC)

Mr. Carter presented three alternative procurement methods that can be used for construction projects, scoring used for Competitive Sealed Proposals (CSP) and Request for Proposals (RFP), and various criteria that can be used.

Mr. Webb provided a history of a few previous projects based on using Competitive Sealed Bid (CSB), and why the Town placed the CSP percentages into policy.

The Town Council discussed the different methods presented and the various criteria that would identify and meet the Town's objectives.

Staff suggested options to the Town Council for consideration moving forward such as asking the Capital Improvement Sub Committee to review the upcoming projects and determine the most important criteria to be used for the project, offering pre-bid meetings, or removing the CSP percentages from the policy.

The Town Council consensus was to remove the CSP percentages from the policy, and to change the criteria ratio to 65% cost, 25% time, and 10% qualifications/references as a minimum standard but could be subject to change based on the Capital Improvement Sub Committee recommendation.

The meeting was adjourned at 6:01 p.m.

These minutes approved on the 28th day of March 2023.

APPROVED:

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary

DRAFT



MINUTES
Prosper Town Council Meeting
Prosper Town Hall, Council Chambers
250 W. First Street, Prosper, Texas
Tuesday, March 14, 2023

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 Jeff Hodges
Deputy Mayor Pro-Tem Craig Andres
Councilmember Marcus E. Ray
Councilmember Amy Bartley
Councilmember Chris Kern
Councilmember Charles Cotten

Staff Members Present:

Mario Canizares, Town Manager
Michelle Lewis Sirianni, Town Secretary
Terry Welch, Town Attorney
Bob Scott, Executive Director of Administrative Services
Robyn Battle, Executive Director of Community Services
Chuck Ewings, Executive Director of Development and Infrastructure Services
Hulon Webb, Engineering Director
Chris Landrum, Finance Director
Whitney Rehm, Grants Administrator
James Edwards, Human Resources Director
Todd Rice, Communications Manager
Leigh Johnson, IT Director
Jessika Hotchkin, Help Desk Technician/Broadband Support
Mary Ann Moon, Economic Development Executive Director
Doug Kowalski, Police Chief

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

Jim Lugar with Life Journey Church led the invocation. The Pledge of Allegiance and the Pledge to the Texas Flag were recited.

Announcements of recent and upcoming events.

Councilmember Kern made the following announcements:

The annual Prosper Spring Cleanup will take place on Saturday, March 25 at Prosper Town Hall from 8:00 a.m. to noon. Residents are able to dispose of bulk trash items, electronic waste, and shredding up to five boxes. No Hazardous Waste or tires will be accepted. Just bring a valid Driver's License or Utility Bill for verification.

The Discover Downtown Series kicks off on Friday, March 31 with a Moonlight Movie. Bring the family to Downtown Prosper for fun, games, popcorn, and to watch Sonic the Hedgehog 2, an action-adventure comedy film. Fun begins at 7:00 p.m. Parking will be on the north side of Town Hall with the movie beginning at dusk.

Join Mayor Bristol along with your community in the newly expanded Mayor's Fitness Challenge! The annual Challenge will run the full year, beginning with the Spring Season, to encourage wellness as a Prosper lifestyle. Challengers who submit a completed tracking sheet by June 9 will earn a t-shirt and entry into the drawing for the top seasonal prize, Bluetooth earbuds along with other prizes and giveaways. Register today by visiting prospertx.gov/mayorsfitnesschallenge.

Presentations.

1. Presentation of a Proclamation declaring March 2023, as Ask a Master Gardner Month. (MLS)

Mayor Bristol read and presented a Proclamation to the Prosper residents who are a part of the Collin County Master Gardner's Association.

2. Presentation of a Proclamation declaring March 2023, as Theatre in our Schools Month. (MLS)

Mayor Bristol read and presented a Proclamation to the Prosper High School Thespian Troope.

CONSENT AGENDA:

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3. Consider and act upon the minutes from the February 28, 2023, Town Council Joint Work Session meeting. (MLS)

4. Consider and act upon the minutes from the February 28, 2023, Town Council Regular meeting. (MLS)

5. Consider and act upon approving Resolution 2023-27 supporting U.S. Highway 380 as a Controlled Access Highway within the corporate limits of the Town of Prosper, in accordance with recommendations by the Texas Department of Transportation in its December 2022 Draft Environmental Impact Statement for U.S. Highway 380 from Coit Road to FM 1827, and January 2023 Draft Environmental Assessment for U.S. Highway 380 from Teel Parkway to Lakewood Drive; acknowledging the preferred alignment of the future expansion of U.S. Highway 380 within the corporate limits of the Town is consistent with the Town's Thoroughfare Plan; requesting that the Texas Department of Transportation's final Environmental Impact Statement and Environmental Assessment reflect the alignment of U.S. Highway 380 within the corporate limits of the Town of Prosper as recommended; and authorize the Mayor to submit comments to the Texas Department of Transportation on the Draft Environmental Impact Statement and/or Draft Environmental Assessment. (HW)

6. Consider and act upon approval of annual software maintenance and operational open purchase orders with MCCi, for the Information Technology Department during FY 2023. (LJ)

7. **Consider and act upon authorizing the Town Manager to execute a Professional Engineering Services Agreement between Lockwood, Andrews & Newnam, Inc., and the Town of Prosper, Texas, related to the design of the Upper Doe Branch Wastewater Line (Teel Parkway to PISD Stadium) project. (HW)**
8. **Consider and act upon awarding RFP No. 2023-09-A for Benefits and Risk Management Consultant services for the Town of Prosper, effective March 14, 2023, and authorizing the Town Manager to execute all documents for the same. (JE)**

Mayor Bristol requested to pull item 5.

Councilmember Cotten made a motion to approve consent agenda items 3, 4, and 6 through 8. Councilmember Ray seconded that motion, and the motion was unanimously approved.

Mr. Canizares stated in regard to item 5 that TxDOT has extended the public comments to April 5, therefore, will hold this item until the next regular meeting.

Councilmember Bartley made a motion to move consent agenda item 5 to the March 28, 2023 Town Council agenda. Mayor Pro-Tem Hodges seconded that motion, and the motion was unanimously approved.

CITIZEN COMMENTS

No comments were made.

Items for Individual Consideration:

9. **Consider and act upon Resolution 2023-28 of the Town Council of the Town of Prosper, Texas, declaring the public necessity to acquire certain water line easements and temporary construction easements for the construction of the Town's Lower Pressure Plane Water Line Phase 2A project; determining the public use and necessity for such acquisition; authorizing the acquisition of property rights necessary for said Project; appointing an appraiser and negotiator as necessary; authorizing the Town Manager to establish just compensation for the property rights to be acquired; authorizing the Town Manager to take all steps necessary to acquire the needed property rights in compliance with all applicable laws and resolutions; and authorizing the Town Attorney to institute condemnation proceedings to acquire the property rights if purchase negotiations are not successful. (HW)**

Mr. Webb presented the item by identifying the 12 parcels affected with this project. Mr. Webb stated this item gives staff the ability and authority to move forward with condemnation if negotiations are unsuccessful with the property owners. This item requires a roll call vote.

The Town Council briefly discussed the easement and how it affects the setbacks with any development.

Councilmember Cotten made a motion to approve Resolution 2023-28 of the Town Council of the Town of Prosper, Texas, declaring the public necessity to acquire certain water line easements and temporary construction easements for the construction of the Town's Lower Pressure Plane Water Line Phase 2A project;

determining the public use and necessity for such acquisition; authorizing the acquisition of property rights necessary for said Project; appointing an appraiser and negotiator as necessary; authorizing the Town Manager to establish just compensation for the property rights to be acquired; authorizing the Town Manager to take all steps necessary to acquire the needed property rights in compliance with all applicable laws and resolutions; and authorizing the Town Attorney to institute condemnation proceedings to acquire the property rights if purchase negotiations are not successful. Mayor Pro-Tem Hodges seconded that motion.

Councilmember Ray – For
 Councilmember Bartley – For
 Mayor Pro-Tem Hodges – For
 Mayor Bristol – For
 Deputy Mayor-Pro Tem Andres – For
 Councilmember Kern – For
 Councilmember Cotten – For

The motion passes with a 7-0 roll call vote.

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

Councilmember Kern requested for the timing of the light signalization to be checked at First Street and the tollway due to backup since the opening of the overpass.

Mayor Bristol requested a list of items and their status requested thus far.

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 including federal Economic Development Administration projects.

Section 551.072 – To discuss and consider 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.

The Town Council recessed into Executive Session at 6:45 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 8:12 p.m.

No action was taken.

Adjourn.

The meeting was adjourned at 8:12 p.m.

These minutes approved on the 28th day of March 2023.

APPROVED:

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary

DRAFT

MINUTES
Prosper Town Council Work Session
Prosper Town Hall – Executive Conference Room
250 W. First Street, Prosper, Texas
Monday, March 20, 2023

Call to Order/ Roll Call.

The meeting was called to order at 4:30 p.m.

Council Members Present:

Mayor David F. Bristol
Deputy Mayor Pro-Tem Craig Andres
Councilmember Marcus E. Ray
Councilmember Amy Bartley
Councilmember Chris Kern
Councilmember Charles Cotten

Council Members Absent:

Mayor Pro-Tem Jeff Hodges

Staff Members Present:

Mario Canizares, Town Manager
Bob Scott, Executive Director of Administrative Services
Bret Bauer, Government Professional Services

Items for Individual Consideration

1. Discuss the strategic vision and goals for the Town.

The Town Council continued discussions regarding short-term and long-term goals for the Town based on their previously held work session on February 18, 2023. Five short-term goals discussed included accelerating infrastructure, a diversified and growing tax base, preparing commercial corridors for development, develop Downtown as a destination, and excellence in Municipal services. Topics discussed within the long-term goals included Town facilities and technology infrastructure.

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 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.

The Town Council did not recess into Executive Session. Therefore, no other action was taken.

Adjourn.

The meeting was adjourned at 7:02 p.m.

These minutes approved on the 28th day of March 2023.

APPROVED:

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary

DRAFT



FINANCE

To: Mayor and Town Council

From: Chris Landrum, Finance Director

**Through: Mario Canizares, Town Manager
Bob Scott, Executive Director of Administrative Services**

Re: Bank Depository Service Agreement

Town Council Meeting – March 28, 2023

Agenda Item:

Consider and act upon a resolution awarding the depository services contract to Independent Financial and authorizing the Town Manager to execute all documents for same.

Description of Agenda Item:

The Town's five-year bank depository relationship with Independent Financial will expire on June 30, 2023. Therefore, the Town of Prosper solicited applications for bank depository services. Requests for Applications (RFAs) were distributed to the financial institutions within the Town limits. Applications were received from two banks by the deadline of January 24, 2023. The banks submitting applications were Independent Financial and Wells Fargo Bank, N.A.

An evaluation committee of Town Staff and the banking consultant, Valley View Consulting L.L.C., was established to review the applications. The committee included Chris Landrum, Finance Director, Lynn Regan, Accounting Manager, Jay Carter, Purchasing Manager and Valley View Consulting representatives.

The RFA required each application to be evaluated to determine "the best value" for the Town. The evaluation was based on, but not limited to, the following criteria in no particular order of priority:

1. Ability to perform and provide the required and requested services
2. References provided and quality of services
3. Cost of services
4. Transition cost, retention and transition offers and incentives
5. Funds availability
6. Interest paid on interest bearing accounts and deposits
7. Earnings credit calculation on compensating balances
8. Completeness of application and agreement to points outlined in the RFA
9. Convenience of location(s)
10. Previous service relationship with the Town
11. And financial strength and stability of the institution

The attached consultant's report summarizes the process and the evaluation of the applications from the two banks. The recommendation of the evaluation committee is that the Council award the contract to Independent Financial.

The proposed term for the Agreement is a two-year period beginning on July 1, 2023, and ending on June 30, 2025. The Agreement may be extended for three additional one-year periods, subject to the approval of the Town Council and Independent Financial. Under state law, a municipality can execute a depository services agreement whose terms do not exceed five years.

Budget Impact:

The precise amount of budgetary impact is dependent on daily balances and interest rates. Because interest rates have increased significantly, we expect an increase in interest income. The proposed interest rates are very competitive.

Legal Obligations and Review:

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

Attached Documents:

1. Resolution Awarding Depository Service Contract
2. Bank RFA Project Recap by Valley View Consulting, L.L.C.
3. Banking RFA Project Recap Presentation by Valley View Consulting, L.L.C.

Town Staff Recommendation:

Town staff recommends approving a resolution awarding the depository services contract to Independent Financial and authorizing the Town Manager to execute all documents for same.

Proposed Motion:

I move to approve a resolution awarding the depository services contract to Independent Financial and authorizing the Town Manager to execute all documents for same.

TOWN OF PROSPER, TEXAS

RESOLUTION NO. 2023 - XX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, AWARDED THE DEPOSITORY SERVICES CONTRACT TO INDEPENDENT FINANCIAL AND APPROVING AND AUTHORIZING THE TOWN MANAGER, THE TOWN MANAGER'S DESIGNEE OR OTHER OFFICIAL OF THE TOWN AS SHALL BE REQUIRED, TO EXECUTE ALL RELATED AGREEMENTS NECESSARY; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, Section 105.107 of the Texas Local Government Code provides that no term of a contract for Depository Services may exceed five (5) years; and

WHEREAS, the Town, in compliance with Chapter 105 of the Texas Local Government Code, through a competitive application process, solicited applications from local financial institutions to serve as the Town's primary depository; and

WHEREAS, the Town has reviewed and evaluated the submitted applications; and

WHEREAS, the Town has determined that the application received from Independent Financial is the most advantageous to the Town.

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

SECTION 1

That the findings set out in the preamble to this resolution are hereby in all things approved and adopted.

SECTION 2

The Town Manager, the Town Manager's designee, or other official of the Town as shall be required, is hereby authorized and directed to execute any and all contracts and other documents, as approved by the Town Attorney's Office, incident to the Agreement between the Town of Prosper, Texas, and Independent Financial.

SECTION 3

The initial contract term shall commence on July 1, 2023, and end on June 30, 2024, with the option of three (3) one (1) year extensions at the discretion of the Town.

SECTION 4

This Resolution shall be effective from and after its passage by the Town Council.

DULY RESOLVED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 28TH DAY OF MARCH, 2023.

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney



February 28, 2023

Mr. Bob Scott, Executive Director of Administrative Services
Town of Prosper
250 West First Street
Prosper, Texas 75078

Dear Mr. Scott:

Thank you for the opportunity to assist the Town of Prosper (the "Town") with this Depository Bank Services Request for Applications (the "RFA") project. This assistance was provided to the Town as a service included in the Investment Advisory agreement.

The objective of this engagement was to assist the Town in selecting a primary depository bank following the expiration of the current contract which ends June 30, 2023. The new contract period will be for an initial term of two (2) years commencing July 1, 2023 and continuing through June 30, 2025, with three (3) one-year extension options under the same terms and conditions.

Procedure

The Primary Depository Bank Services RFA project began with the establishment of a Calendar of Events to ensure that the required project steps were performed in a timely and sequential manner.

The process for selecting a Primary Depository Bank is governed by the State of Texas Local Government Codes: Chapter 105 Municipal Depository Act; Chapter 176 Conflict of Interest Act; Chapter 2256 Public Funds Investment Act; and Chapter 2257 Public Funds Collateral Act.

In addition to complying with these State statutory requirements, it was necessary to comply with the Town's financial and purchasing policies, and Investment Policy.

The RFA procedure was conducted as follows:

1. Analyzed bank service usage and balance records.
2. Reviewed bank accounts and statements.
3. Established the minimum required banking services and potential additional services.
4. Developed a list of potential financial institutions within the municipal boundaries of the Town of Prosper:

2428 Carters Mill Road, Huddleston, VA 24104-4003
540.297.3419

- a. Bank of America, N.A.
 - b. Farmers Bank & Trust Company
 - c. First United Bank and Trust Company
 - d. Independent Financial (Incumbent)
 - e. JPMorgan Chase Bank, N.A.
 - f. Texas Bank
 - g. Wells Fargo Bank, N.A.
 - h. Woodforest National Bank
5. Contacted the identified financial institutions.
 6. Drafted the RFA for review and approval.
 7. Advertised as required.
 8. RFA documents were distributed to the eligible banks via email.
 9. Hosted a Pre-Application Zoom Conference Call that was attended by the following:
 - a. Farmers Bank & Trust
 - b. Independent Financial (Incumbent)
 - c. JPMorgan Chase Bank, N.A.
 - d. Wells Fargo Bank, N.A.
 10. By the deadline, two (2) applications were received from the following banks:
 - a. Independent Financial (Incumbent)
 - b. Wells Fargo Bank, N.A.

The evaluation of the applications was based on, but not limited to, the following criteria, in no particular order of priority:

1. Ability to perform and provide the required and requested services
2. References provided and quality of services
3. Cost of services
4. Transition cost, retention and transition offers and incentives
5. Funds availability
6. Interest paid on interest bearing accounts and deposits
7. Earnings credit calculation on compensating balances
8. Completeness of application and agreement to points outlined in the RFA
9. Convenience of location(s)
10. Previous service relationship with the Town
11. And financial strength and stability of the institution

Fees - Depository Services

Both banks provided a proposed schedule of fees based on the monthly volumes of specific services to be provided to the Town, which were both approximately \$1,500 per month.

Earnings on Balances

In addition to bank service charges, the bank's interest rates on balances are an important part of the relationship. There are two potential earnings sources for the balances held at the bank:

Earnings Credit: The earnings credit calculates "soft-dollar earnings" that can only be used to offset banking fees. Earnings credit amounts above the applicable fees is not paid to the Town as interest. Independent Financial offered an earnings credit rate indexed to the upper end of the Fed Funds target rate, which at the time of submission was 4.50%. Wells Fargo offered a bank managed rate of 1.65%, and because of that, Wells Fargo was analyzed using their interest-bearing option which would provide the better option to the Town.

Hard-dollar Interest: Hard-dollar interest is "regular" interest earnings that result in a deposit to the Town's account, typically at the end of each month.

Earnings credit, hard-dollar interest, or a combination of the two, can be used to offset any services charges. In the analysis, each bank's potential earnings credit was compared to the hard-dollar interest. The better option was then optimized to offset the greatest amount of banking fees. Where appropriate, once the Town's target compensating balance generated enough earnings credit to offset most fees, any excess balance was shown to be invested in that bank's most attractive hard-dollar interest earnings alternative.

Financial Analysis

The table on the following page shows the impact of the fees and the interest rates offered by both banks and the net result to the Town:

Summary Financial Comparison		
	Independent	Wells Fargo
Average Bank Balance	\$33,400,000	33,400,000
Fees for Two Year Term	(\$31,939)	(\$25,740)
Earnings Credit Rate	4.50%	1.65%
Earnings Credit for 2 Years	31,939	159
Interest Rate on Balances	4.50%	4.09%
Two Year Investment Income	2,974,061	2,731,711
Net Two Year Income	\$2,974,061	\$2,706,130
Fees for Five Year Term	(\$86,693)	(\$79,351)
Earnings Credit for Five Year	86,693	407
Five Year Investment Income	7,428,307	6,829,278
Net Five Year Income	\$7,428,307	\$6,750,333
Incentives Offered	0	5,000
Net Income w/ Incentives	\$7,428,307	\$6,755,333

Recommendation

Serving as the Town's depository for the past five (5) years, Independent Financial has been a valued and dependable business partner for the Town and has demonstrated their capability and commitment to provide the highest level of customer service through a professional public funds banking group. Based on the financial analysis and the current service experience the Town has received, the Town staff is recommending that the Council award the contract to Independent Financial Bank. Valley View Consulting concurs with this recommendation.

Please contact E.K. Hufstedler, Thomas Ross, or me to discuss any questions or additional information needs. Thank you for this opportunity to once again serve the Town of Prosper.

Sincerely,



Timothy Pinon
Valley View Consulting, L.L.C.

Banking RFA Project Recap for



Presented by Tim Pinon

Objective

- Select a primary depository financial institution
- Initial agreement begins July 1, 2023
- Ends June 30, 2025
- Prosper may extend contract for three additional one-year periods through June 30, 2028

Governing Codes

- Chapter 105 Municipal Depository Act
- Chapter 176 Conflict of Interest Act
- Chapter 2256 Public Funds Investment Act, and
- Chapter 2257 Public Funds Collateral Act

Project Steps

1. Analyzed historical bank service usage and balances
2. Reviewed the required banking services and potential additional services
3. Developed a list of eligible financial institutions within Town boundaries

Totaled 8 institutions

4. Contacted representatives from each financial institution
5. Drafted RFA for Town

Project Steps Continued

- 6. Advertised as required
- 7. Distributed the RFA to all eligible banks via email
- 8. Held a non-mandatory pre-application video conference

Attended by:

- Farmers Bank & Trust
- Independent Financial (Incumbent)
- JPMorgan Chase Bank, N.A.
- Wells Fargo Bank, N.A.



Applications Received

1. Independent Financial (Incumbent)
2. Wells Fargo Bank, N.A.

Evaluation Criteria

1. Ability to perform and provide the required and requested services.
2. References provided and quality of services
3. Cost of services;
4. Transition cost, retention and transition offers and incentives;
5. Funds availability;
6. Interest paid on interest bearing accounts and deposits;
7. Earnings credit calculation on compensating balances;
8. Completeness of application and agreement to points outlined in the RFA;
9. Applicants physical location as defined in the RFA and the convenience of location(s);
10. Previous service relationship with the Town; and
11. Financial strength and stability of the institution.

Bank Fees

	Independent Financial (Incumbent)	Wells Fargo
FEE ANALYSIS OF DEPOSITORY SERVICES		
Proposed Fees - Banking Services		
Projected Bank Balance	\$33,400,000	\$33,400,000
Current Services Fee Estimate	(1,521)	(1,489)
Number of months of TOTAL fee waiver	3	6
Amount of TOTAL Fees Waived	4,563	10,000
Fees for Two Year Term	(31,939)	(25,740)
Fees for Five Year Term	(86,693)	(79,351)

RFA Analysis – Earnings Credit

	Independent Financial (Incumbent)	Wells Fargo
Earnings Credit		
Rate	4.50%	1.65%
Rate Basis	Upper end of FED Target Rate	Bank Managed
Target DDA Compensating Balance	405,580	5,000
Monthly Earnings Credit less Reserve	1,521	7
Earnings Credit for Two Year Term	31,939	(9,835)
Earnings Credit for Five Year Term	86,693	(9,588)
Net Fees for Two Year Term	0	(35,575)
Net Fees for Five Year Term	0	(88,938)

RFA Analysis – Interest Earnings

	Independent Financial (Incumbent)	Wells Fargo
Interest Income Estimate		
Investment Option	IB DDA/Sweep	Non IB DDA/MMMF Sweep
Rate Basis	Upper end of FED Target Rate	MMMF Rate
Interest Rate (1/24/23)	4.50%	4.09%
Investment Balance Available During Waiver Period	33,400,000	33,395,000
Number of months	3	
Monthly Investment fees if applicable	Waived	360
"Bonus Interest" earned during waiver period	375,750	
Investment Balance	32,994,420	33,395,000
Monthly Investment Income	123,729	113,821
Two Year Investment Income	2,974,061	2,731,711
Five Year Investment Income	7,428,307	6,829,278
Two Year Income/(Cost)	2,974,061	2,696,136
Five Year Income/(Cost)	7,428,307	6,740,339

Contract Incentives

	Independent Financial (Incumbent)	Wells Fargo
Contract Incentives		
Tamperproof Deposit Bags at No Cost		\$5,000
Endorsement Stamps & Other Supplies at No Cost		
Remote Deposit Scanners		
Cash Transition Allowance		
Two Year Income/(Cost) with Contract Incentives	2,974,061	2,701,136
Five Year Income/(Cost) with Contract Incentives	7,428,307	6,745,339

Staff recommendation

The Staff recommends, and Valley View Consulting concurs with accepting the application from Independent Financial based on the following:

1. Offered the most favorable terms and conditions of the two applications received.
2. Proven track record of performance as the current depository.
3. Staying with incumbent eliminates work of changing banks

Valley View Consulting Banking Team

- Tim Pinon
 - tdpinon@valleyviewconsultingllc.com
- Tom Ross
 - thross@valleyviewconsultingllc.com
- E.K. Hufstedler
 - ekhufstedler@valleyviewconsultingllc.com



DEPOSITORY SERVICES CONTRACT

THIS DEPOSITORY SERVICES CONTRACT, hereinafter called the “Contract”, is made and entered into on the date last herein written by and between the Town of Prosper, Texas, hereinafter called the “Town”, and Independent Financial Bank, a banking association, organized under the law of the United States and authorized by law to do banking business in the State of Texas, hereinafter called the “Bank”, and provides as follows:

1. **Designation of Depository.** The Town, through action of the Town Council, on March 28, 2023, hereby designates the Bank as a primary depository bank for the period beginning July 1, 2023, and continuing through June 30, 2025, with the option for three (3) one-year extensions under the same terms and conditions.

2. **General.** All services rendered to the Town by the Bank under this Contract shall be performed in accordance with commercially reasonable standards for public fund organizations and under the overall direction and instructions of the Town pursuant to the Bank’s standard operations, policies, and procedures.

3. **Scope of Services.** The Bank agrees to provide those services as described in the Town’s Request for Application for Depository Bank Services released on December 14, 2022, hereinafter referred to as the “RFA”. The RFA and the Bank’s response to the RFA, hereinafter referred to as the “Application”, are incorporated herein by reference. The Bank acknowledges that all services performed by the Bank are subject to the approval of the Town. The Bank agrees to provide additional services as requested from time to time by the Town and mutually agreed upon by the Bank.

4. **Town Representatives.** During the term of this Contract, the Town will, through appropriate action of its Town Council, designate the officer, or officers, who singly or jointly will be authorized to represent and act on behalf of Town in any and all matters of every kind arising under this Contract and to (a) appoint and designate, from time to time, a person or persons who may request withdrawals, orders for payment or transfer on behalf of the Town in accordance with the electronic funds or funds transfer agreement and addenda, and (b) make withdrawals or transfer by written instrument.

5. **Custodian.** The Town and the Bank, by execution of this Contract, hereby designate Plains Capital Bank as custodian, hereinafter called the “Custodian”, to hold in trust, according to the terms and conditions of this Contract, the collateral described and pledged by the Bank in accordance with the provisions of this Contract.

6. **Custodial Fees.** Any and all fees associated with the Custodian’s holding of collateral for the benefit of the Town shall be paid by the Bank, and the Town will have no liability therefore.

7. **Entire Agreement.** The entire agreement between Bank and Town shall consist of this Contract, the Town’s RFA (except to the extent Bank took specific exceptions in the Bank’s Application), the Bank’s Application, the Custodial Agreement with Custodian, and other such bank service agreements, policies and documents as may be required and approved by the parties (together, the “Banking Agreements”), each incorporated by reference as they presently exist and each listed in governing order of precedence in the event of conflict among the documents. This Contract supersedes any and all prior representations, statements, and agreements, whether written or oral. The terms and provisions of this Contract may not be amended, altered, or waived except by mutual agreement evidenced by a written instrument signed by duly authorized representatives of both parties.

8. **Collateralization.** All funds on deposit with the Bank to the credit of the Town shall be secured by collateral as provided for in the Public Funds Investment Act (Chapter 2256 of the Texas Government Code as amended), the Public Funds Collateral Act (Chapter 2257 of the Texas Government Code), the Town’s Investment Policy, and the Bank’s Application. The Town agrees to promptly provide to the Bank

any changes to its Investment Policy. The Depositor agrees that it shall only direct the Bank in writing to make investments authorized pursuant to the foregoing.

If marketable securities are pledged by the Bank as collateral, the total market value of the securities securing such deposits shall be in an amount at least equal to the minimum required amount as per the Town's Investment Policy. The market value of any pledged securities (collateral) must be obtained from non-Bank-affiliated sources. The Bank shall monitor and maintain the required collateral margins and levels at all times.

The Bank has heretofore, or will immediately hereafter, deliver to the Custodian collateral of the kind and character above mentioned of sufficient amount and market value to provide adequate collateral for the funds of the Town deposited with the Bank. The Custodian shall accept said collateral and hold the same in trust for the purposes herein stated. Said collateral or substitute collateral, as hereinafter provided for, shall be kept and retained by the Custodian in trust so long as deposits of the Town remain with the Bank. The Bank hereby grants a security interest in such collateral to Town.

If at any time the collateral in the hands of Custodian shall have a market value in excess of the required balances, the Town may authorize the withdrawal of a specified amount of collateral, and the Custodian shall deliver this amount of collateral (and no more) to the Bank.

If the Bank shall desire to sell or otherwise dispose of any one or more of said securities so deposited with the Custodian, the Bank may substitute for any one or more of such securities other securities of the same market value and of the character authorized herein. Such right of substitution shall remain in full force and may be exercised by the Bank as often as it may desire; provided, however, that the aggregate market value of all collateral pledged hereunder, shall be at least equal to the amount of collateral required hereunder. If at any time, the aggregate market value of such collateral so deposited with the Custodian be less than the total sum of the Town's funds on deposit with the Bank, the Bank shall immediately deposit with the Custodian such additional collateral as may be necessary to cause the market value of such collateral to equal the total amount of required collateral. The Bank shall be entitled to income on securities held by the Custodian, and the Custodian may dispose of such income as directed by the Bank without approval of the Town.

If surety bonds or letters of credit are utilized, the Town shall agree as to the issuer and form of contract prior to pledge. The amount of surety bonds or letters of credit will be at least equal to the minimum required amount as per the Town's Investment Policy.

9. **Pledge Receipts.** The Custodian shall promptly forward to the Town copies of pledge receipts covering all such collateral held for the Town, including substitute collateral as provided for herein.

10. **Default.** Should the Bank fail at any time to pay and satisfy, when due, any check, draft, or voucher lawfully drawn against any deposits and the interest on such deposits or in any manner breach the Banking Agreements with the Town, the Town shall give written notice of such failure or breach to the Bank, and the Bank shall have one (1) business day to cure such failure or breach. In the event the Bank shall fail to cure any such failure or breach within one (1) business day or should the Bank be declared insolvent by a Federal banking regulatory agency, it shall be the duty of the Custodian, upon demand of the Town, to surrender the above-described collateral to the Town, or it shall be the duty of the surety bond or letter of credit provider to perform under the terms of their respective contract.

The Town may sell any part of such collateral, or receive all or any part of a surety bond or letter of credit settlement, and out of the proceeds thereof, pay the Town all damages and losses sustained by it, together with all reasonable and documented expenses of any and every kind incurred by it on account of such failure or insolvency, or sale, and account to the Bank for the remainder, if any, of said proceeds or collateral remaining unsold.

11. **Sale of Seized Collateral.** Any sale of such seized collateral, or any part thereof, made by the Town hereunder may be either at public or private sale, provided however, it shall give both the Custodian and the Bank two (2) hours' prior written notice of the time and place where such sale shall take place, and such sale shall be to the highest bidder therefore for cash. The Town and the Bank shall have the right to bid at such sale.

12. **Release of Collateral.** When the relationship of the Town and the Bank shall have ceased and when the Bank shall have properly paid out all deposits of the Town, it shall be the duty of the Town to give the Custodian notice to that effect; whereupon the Custodian shall, with the approval of the Town, redeliver to the Bank all collateral then in its possession belonging to Bank. An order in writing to the Custodian by the Town and a receipt for such collateral by the Bank shall be a full and final release of the Custodian of all duties and obligations undertaken by it by virtue of these presents.

13. **Successors.** This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Whenever a reference is made herein to either party, such reference shall include the party's successors and assigns.

14. **Compensation.** The Town and the Bank agree that any compensation for the performance of all duties and services and interest rate or earnings credit paid on all deposits is set forth in the Application accepted by the Town. Except as may otherwise be provided in the Banking Agreements, said compensation shall constitute full payment for all services, liaison, products, materials, and equipment required to provide the professional banking services, including services, materials, training, equipment, travel, overhead, and expenses. Fees shall be fixed for the term of the Banking Agreements, including all extensions.

15. **Consideration.** The Banking Agreements, are executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

16. **Counterparts.** This Contract and other agreements shall be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic or other signature shall also be deemed to constitute an original if properly executed.

17. **Authority to Execute.** The individuals executing this Contract and other agreements on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Contract and other agreements to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Contract and other agreements in order for the same to be an authorized and binding on the party for whom the individual is signing and that each individual affixing his or her signature hereto is authorized to do so.

18. **Governing Law and Venue.** This Contract shall be governed by the laws of the State of Texas. Collin County shall be the venue for any lawsuit arising out of this Contract.

19. **Certification Regarding Boycotting of Israel.** Texas Government Code, Title 10, Subtitle F, Chapter 2271.002 - Provision Required in Contract. (a) This section applies only to a contract that:

- (1) Is between a governmental entity and a company with 10 or more full-time employees; and
- (2) Has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the government entity.

(b) A governmental entity may not enter into a contract with a company for 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.

20. **Certification Regarding Boycotting of Certain Energy Companies.** Texas Government Code, Title 10, Subtitle F, Chapter 2274.002 - Provision Required in Contract. (a) This section applies only to a contract that:

- (1) Is between a governmental entity and a company with 10 or more full-time employees; and
- (2) Has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the government entity.

(b) Except as provided in Subsection (c), a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- (1) Does not boycott energy companies; and
- (2) Will not boycott energy companies during the term of the contract.

(c) Subsection (b) does not apply to a governmental entity that determines the requirement of Subsection (b) are inconsistent with the governmental entity’s constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

21. **Certification Regarding Boycotting of Firearms Entity or Firearms Trade Association.** Texas Government Code, Title 10, Subtitle F, Chapter 2274.002 - Provision Required in Contract. (a) This section applies only to a contract that:

- (1) Is between a governmental entity and a company with at least 10 full-time employees; and
- (2) Has a value of at least \$100,000 that is paid wholly or partly from public funds of the government entity.

(b) Except as provided by Subsection (c) and Section 2274.003, a governmental entity may not enter into a contract with a company for the purchase of goods or services unless the contract contains a written verification from the company that it:

- (1) Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity of firearm trade association; and
- (2) Will not discriminate during the term of the contract against a firearm entity or firearm trade association.

(c) Subsection (b) does not apply to a governmental entity that:

- (1) Contracts with a sole-source provider; or
- (2) Does not receive any bids from a company that is able to provide the written verification required by that subsection.

22. **Notices.** Except as may otherwise be specified in the applicable service-level agreements and/or set-up forms, any demand, notice, request, instruction, designation, or other communication(s) required in writing under this Contract shall be personally delivered or sent certified mail, return receipt requested, to the other party as follows:

Town: Town of Propser
Attn: Chris Landrum
 250 West First Street
 Prosper, TX 75078

Bank:
Attn: Independent Financial
Kathy Armstrong, EVP
7777 Henneman Way
McKinney, Texas 75070

Changes to notice information may be made by either party with written notification to the other party.

23. **Severability.** If any provision of this Contract is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the parties, shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the illegal, invalid, or unenforceable provision as possible. The remaining portion of the Contract not declared illegal, invalid, or unenforceable shall remain valid and in full force and effect for the term remaining.

24. **Binding Commitment.** The Bank hereby acknowledges itself duly and firmly bound for the faithful performance of all the duties and obligations required by applicable law, including the Government Code and Local Government Code, such that all funds deposited with it as depository shall be faithfully kept by it and accounted for according to law.

25. **Continuation.** Unless this contract is terminated sooner, the Bank’s designation as the primary Town Depository will remain continuously in effect through June 30, 2025, and subject to execution of the three additional optional 1-year extension options extending to June 20, 2028.

Executed by the undersigned duly authorized officers of the parties hereto:

TOWN

By: _____
Name: Mario Canizares
Title: Town Manager
Date: _____

ATTEST:

By: _____
Name: _____
Title: _____

BANK

By:  _____
Name: Kathy Armstrong
Title: Executive Vice President
Date: 2/22/2023

ATTEST

By:  _____
Name: Elizabeth Holland
Title: Assistant Vice President



FIRE DEPARTMENT

To: Mayor and Town Council

From: Stuart Blasingame, Fire Department

Through: Mario Canizares, Town Manager

Re: Siddons-Martin Emergency Group, LLC - Apparatus Maintenance and Repairs

Town Council Meeting – March 28, 2023

Agenda Item:

Consider and act upon approving funding for expenses of scheduled and unscheduled maintenance and repairs by Siddons-Martin Emergency Group, LLC to fire department apparatus including fire engines and aerial trucks.

Description of Agenda Item:

This purchase will provide funding necessary for scheduled and unscheduled maintenance and repairs to fire department apparatus. Siddons-Martin Emergency Group, LLC is the exclusive dealer for the sale, service, parts, and warranty of custom and commercial fire apparatus by Pierce in the state of Texas.

Budget Impact:

The estimated annual expenditure for this service is \$100,000.00 and will be funded through the FY23 operating budget account number 100-5350-30-01.

Attached Documents:

1. Sole Source Letter

Town Staff Recommendation:

Town Staff recommends approving funding for expenses of scheduled and unscheduled maintenance and repairs by Siddons-Martin Emergency Group, LLC to fire department apparatus including fire engines and aerial trucks.

Proposed Motion:

I move to approve funding for expenses of scheduled and unscheduled maintenance and repairs by Siddons-Martin Emergency Group, LLC to fire department apparatus including fire engines and aerial trucks.

2600 AMERICAN DRIVE
POST OFFICE BOX 2017
APPLETON, WISCONSIN 54912-2017
920-832-3000 • FAX 920-832-3208
www.piercemfg.com



January 13, 2023

RE: Sole Source

To whom it may concern:

To provide you with the personalized level of sales, service, and warranty you deserve, Pierce has established a network of authorized dealers throughout the country. Siddons-Martin Emergency Group, LLC is the exclusive dealer for the sale, service, parts, and warranty of custom and commercial fire apparatus manufactured by Pierce in the states of Texas, Louisiana, New Mexico, Utah, and Nevada (except for Clark County in Nevada).

Siddons-Martin Emergency Group, LLC is extremely qualified to provide you with the support you have come to expect from Pierce and has service & warranty facilities located in each state they represent.

Please contact Siddons-Martin Emergency Group, LLC direct for Sales support or visit their website for more information at www.siddonsmartin.com.

Sincerely,

A handwritten signature in black ink that reads "Charley Hopp".

Charley Hopp
Manager – Contracts and Sales Support
Pierce Manufacturing Inc.



Public Works

To: Mayor and Town Council

From: Frank E. Jaromin, P.E., Director of Public Works

Through: Chuck Ewings, Executive Director of Development & Infrastructure Services
Mario Canizares, Town Manager

Re: Miscellaneous Water & Wastewater Material Purchases

Town Council Meeting – March 28, 2023

Agenda Item:

Consider and act upon approving the purchase of water and wastewater materials from Ferguson Enterprises, LLC, utilizing BuyBoard contracts; and authorizing the Town Manager to execute documents for the same.

Description of Agenda Item:

In order to maintain efficient and effective repairs and installations of our water and wastewater system, staff is asking for the approval of an annual purchase amount from Ferguson Enterprises, LLC. Due to additional projects and material availability, staff anticipate exceeding purchasing limits for these water and wastewater pipe and materials from Ferguson Enterprises. Purchases are not expected to exceed budgeted amounts.

Local governments are authorized by the Interlocal Cooperation Act, V.T.C.A. Government Code, Chapter 791, to enter into joint contracts and agreements for the performance of governmental functions and services, including administrative functions normally associated with the operation of government (such as purchasing necessary materials and equipment).

The Town of Prosper entered into interlocal participation agreements with the Texas Local Government Purchasing Cooperative (Buyboard) and Sourcewell (formerly NJPA), respectively. Participation in the cooperative purchasing programs allow our local government to purchase goods and services through the cooperative programs, while satisfying all competitive bidding requirements.

Budget Impact:

The annual purchase of water and wastewater materials is \$190,000. Purchases will be funded from System Improvements, account 200-5670-50-02 in the amount of \$160,000 and 200-5670-50-03 in the amount of \$30,000.

Legal Obligations and Review:

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

Town Staff Recommendation:

Town Staff recommends approving the purchase of miscellaneous water and wastewater parts from Ferguson Enterprises, LLC, utilizing BuyBoard contracts; and authorizing the Town Manager to execute documents for the same.

Proposed Motion:

I move to approve the purchase of miscellaneous water and wastewater parts from Ferguson Enterprises, LLC, utilizing BuyBoard contracts; and authorize the Town Manager to execute documents for the same.



Finance Department

To: Mayor and Town Council

From: Jay Carter, Purchasing Manager

Through: Mario Canizares, Town Manager

Re: Chevy Silverado Vehicle Purchase

Town Council Meeting – March 28, 2023

Agenda Item:

Consider and act upon approving the purchase of one 2023 Chevrolet Silverado 2500HD for Facilities Management from Enterprise Fleet Management utilizing The Interlocal Purchasing System (TIPS); and authorizing the Town Manager to execute the same.

Description of Agenda Item:

A van was approved in the FY23 operating funds budget prior to the hiring of the new position of Facilities Manager. After reviewing the vehicle needs with the Manager it was determined that a truck would be a better choice to support this position. This is a new addition to the fleet that will be purchased from Enterprise Fleet utilizing The Interlocal Purchasing System (TIPS).

Local governments are authorized by the Interlocal Cooperation Act, V.T.C.A. Government Code, Chapter 791, to enter into joint contracts and agreements for the performance of governmental functions and services, including administrative functions normally associated with the operation of government (such as purchasing necessary materials and equipment).

The Town of Prosper previously entered into an interlocal agreement with TIPS. Participation in the cooperative purchasing program allows our local government to purchase goods and services through the cooperative program, while satisfying all competitive bidding requirements.

Budget Impact:

This item was approved in the FY23 operating fund budget for Facilities Management and will be funded from 100-6160-50-05 in the amount of \$60,300.50.

Attached Documents:

1.Quote for Facilities Management Truck

Town Staff Recommendation:

Town Staff recommends approving the purchase of this vehicle from Enterprise Fleet Management utilizing The Interlocal Purchasing System (TIPS); and authorizing the Town Manager to execute the same.

Proposed Motion:

I move to approve the purchase of this vehicle from Enterprise Fleet Management utilizing The Interlocal Purchasing System (TIPS); and authorizing the Town Manager to execute the same.

Item 7.

Item 7.

Prepared For: Town of Prosper
Carter, Jay

Date: 03/23/2023
AE/AM: J5B/HH0

Unit #

Year: 2023 **Make:** Chevrolet **Model:** Silverado 2500HD
Series: Work Truck 4x2 Regular Cab 8 ft. box 141.6 in. WB

Vehicle Order Type: In-Stock **Term:** 60 **State:** TX **Customer#:** 513639

\$ 60,143.00	Capitalized Price of Vehicle ¹
\$ 0.00	License and Certain Other Charges <u>6.2500%</u> State TX
\$ 158.50	Initial License Fee
\$ 0.00	Registration Fee
\$ 0.00	Other:Courtesy Delivery Fee
\$ 60,300.50 *	Capitalized Price Reduction
\$ 0.00 *	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive (Taxable Incentive Total : \$0.00)

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	
Exterior Color	(0 P) Summit White / Black Front Grille
Interior Color	(0 I) Jet Black w/Vinyl Seat Trim
Lic. Plate Type	Exempt
GVWR	0

\$ 1.00	Total Capitalized Amount (Delivered Price)
\$ 0.01	Depreciation Reserve @ <u>1.0000%</u>
\$ 90.45	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²
\$ 90.46	Total Monthly Rental Excluding Additional Services

Additional Fleet Management

	Master Policy Enrollment Fees
\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit <u>\$0.00</u>

\$ 0.00	Physical Damage Management	Comp/Coll Deductible	<u>0 / 0</u>
---------	----------------------------	----------------------	--------------

\$ 46.71	Full Maintenance Program ³ Contract Miles <u>37,500</u>	OverMileage Charge	<u>\$ 0.0550</u> Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>	# Tires <u>0</u>	Loaner Vehicle Not Included

\$ 46.71 Additional Services SubTotal

\$ 0.00	Use Tax <u>0.0000%</u> State
---------	------------------------------

\$ 137.17 Total Monthly Rental Including Additional Services

\$ 0.40	Reduced Book Value at <u>60</u> Months
\$ 395.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 7,500
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE Town of Prosper
BY

TITLE

DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are the sole responsibility of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Item 7.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Service/Utility - General Truck Body - Quote 126244	C	\$ 14,275.00
Legacy Graphics	C	\$ 240.00
Legacy Auto Transporter	C	\$ 423.00
Running Boards	C	\$ 842.00
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 15,780.00
Aftermarket Equipment Total		\$ 15,780.00

VEHICLE INFORMATION:

2023 Chevrolet Silverado 2500HD Work Truck 4x2 Regular Cab 8 ft. box 141.6 in. WB - US

Series ID: CC20903

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$39,259	\$41,500.00
Total Options	\$3,463.25	\$3,575.00
Destination Charge	\$1,895.00	\$1,895.00
Total Price	\$44,617.25	\$46,970.00

SELECTED COLOR:

Exterior: GAZ / GRIL-(0 P) Summit White / Black Front Grille

Interior: H2G-(0 I) Jet Black w/Vinyl Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
1WT	Preferred Equipment Group 1WT	NC	NC
9L7	Upfitter Switch Kit (5)	\$136.50	\$150.00
ACCESS	Chevrolet Connected Access Capable	Included	Included
AE7	Front 40/20/40 Split-Bench Seats	Included	Included
AED	Power Front Windows w/Passenger Express Down	Included	Included
AKO	Deep-Tinted Glass	\$91.00	\$100.00
AQQ	Remote Keyless Entry	Included	Included
AU3	Power Door Locks	Included	Included
AXG	Power Front Windows w/Driver Express Up/Down	Included	Included
BG9	Rubberized-Vinyl Floor Covering	Included	Included
BLUE	Bluetooth For Phone	Included	Included
C7A	GVWR: 10,000 lbs (4,536 kg)	Included	Included
CMPS	Compass	Included	Included
DBG	Heated Vertical Trailing Mirrors	Included	Included
GAZ_01	(0 P) Summit White	NC	NC
GRIL	Black Front Grille	Included	Included
GT4	3.73 Rear Axle Ratio	STD	STD
H2G_02	(0 I) Jet Black w/Vinyl Seat Trim	NC	NC
IOR	Radio: Chevrolet Infotainment 3 System	STD	STD
JL1_	Integrated Trailer Brake Controller (Fleet)	\$250.25	\$275.00
K34	Electronic Cruise Control w/Set & Resume Speed	Included	Included
KC9	120-Volt Bed Mounted Power Outlet	Included	Included
KI4	120-Volt Instrument Panel Power Outlet	\$204.75	\$225.00
KW7	170 Amp Alternator	Included	Included
L8T	Engine: 6.6L Gas V8 w/Direct Injection & VVT	NC	NC
L8TBAT	720 Cold-Cranking Amps Heavy-Duty Battery	Included	Included
MCAP	Black Mirror Caps	Included	Included
MYD	Transmission: HD 6-Speed Automatic	STD	STD
N33	Manual Tilt-Wheel Steering Column	Included	Included
NZZ	Skid Plates	\$136.50	\$150.00
P1S	21 Months of OnStar Assurance for Tier3 Fleets	\$210.00	\$0.00
PRF	3 Years of Remote Access	NC	NC
PYT	Wheels: 18" Painted Steel	\$273.00	\$300.00

CODE	DESCRIPTION	INVOICE	MSRP
QF6	Tires: LT275/70R18E AT BW	\$182.00	\$200.00
QK1	Standard Tailgate	Included	Included
QT5	EZ Lift Power Lock & Release Tailgate	Included	Included
STDTM	Vinyl Seat Trim	Included	Included
U2K	SiriusXM Radio	\$91.00	\$100.00
U95	2-Speaker Audio System Feature	Included	Included
UDC	3.5" Diagonal Monochromatic Display DIC	Included	Included
UE1	OnStar & Chevrolet Connected Services Capable	\$432.25	\$475.00
V46	Chrome Front Bumper	\$182.00	\$200.00
VJH	Chrome Rear Bumper	NC	NC
VV4	Wi-Fi Hotspot Capable	Included	Included
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
Z85	Suspension Package	STD	STD
ZLQ	WT Fleet Convenience Package	\$1,274.00	\$1,400.00
ZY1	Solid Paint	STD	STD

CONFIGURED FEATURES:

Item 7.

Body Exterior Features:

Number Of Doors: 2
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors with turn signal indicator
Convex Driver Mirror: convex driver and passenger mirror
Mirror Type: manual extendable trailer mirrors
Skid Plates: skid plates
Door Handles: black
Front And Rear Bumpers: chrome front and rear bumpers with black rub strip
Rear Step Bumper: rear step bumper
Front Tow Hooks: 2 front tow hooks
Box Style: regular
Body Material: galvanized steel/aluminum body material
: class IV trailering with harness, hitch, brake controller
Fender Flares: black fender flares
Grille: black grille
Upfitter Switches: upfitter switches

Convenience Features:

Air Conditioning: manual air conditioning
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver and passenger 1-touch down
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Auto Locking: auto-locking doors
Trunk FOB Controls: keyfob trunk/hatch/door release
Window FOB Controls: remote window controls
Steering Wheel: steering wheel with manual tilting
Day-Night Rearview Mirror: day-night rearview mirror
Front Cupholder: front cupholder
Overhead Console: mini overhead console
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Dashboard Storage: dashboard storage
IP Storage: covered bin instrument-panel storage
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 1 12V DC power outlet
AC Power Outlet: 2 120V AC power outlet

Entertainment Features:

radio: SiriusXM AM/FM/Satellite-prep with seek-scan
Speakers: 2 speakers
Internet Access: Wi-Fi Hotspot capable internet access
1st Row LCD: 1 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite halogen headlamps
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog appearance
Tachometer: tachometer
Voltmeter: voltmeter

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Compass: compass
 Exterior Temp: outside-temperature display
 Low Tire Pressure Warning: tire specific low-tire-pressure warning
 Trip Computer: trip computer
 Trip Odometer: trip odometer
 Oil Pressure Gauge: oil pressure gauge
 Water Temp Gauge: water temp. gauge
 Clock: in-radio display clock
 Systems Monitor: systems monitor
 Check Control: redundant digital speedometer
 Rear Vision Camera: rear vision camera
 Oil Pressure Warning: oil-pressure warning
 Water Temp Warning: water-temp. warning
 Battery Warning: battery warning
 Low Oil Level Warning: low-oil-level warning
 Low Coolant Warning: low-coolant warning
 Lights On Warning: lights-on warning
 Key in Ignition Warning: key-in-ignition warning
 Low Fuel Warning: low-fuel warning
 Low Washer Fluid Warning: low-washer-fluid warning
 Door Ajar Warning: door-ajar warning
 Brake Fluid Warning: brake-fluid warning
 Turn Signal On Warning: turn-signal-on warning
 Transmission Fluid Temperature Warning: transmission-fluid-temperature warning
 Brake Pad Wear: brake pad wear

Safety And Security:

ABS four-wheel ABS brakes
 Number of ABS Channels: 4 ABS channels
 Brake Assistance: brake assist
 Brake Type: four-wheel disc brakes
 Vented Disc Brakes: front and rear ventilated disc brakes
 Daytime Running Lights: daytime running lights
 Spare Tire Type: full-size spare tire
 Spare Tire Mount: underbody mounted spare tire w/crankdown
 Driver Front Impact Airbag: driver and passenger front-impact airbags
 Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
 Overhead Airbag: curtain 1st row overhead airbag
 Occupancy Sensor: front passenger airbag occupancy sensor
 Seatbelt Pretensioners: front seatbelt pre-tensioners
 Side Impact Bars: side-impact bars
 Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
 Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
 Ignition Disable: immobilizer
 Panic Alarm: panic alarm
 Electronic Stability: StabiliTrak w/Proactive Roll Avoidance electronic stability stability control with anti-roll
 Traction Control: ABS and driveline traction control
 Front and Rear Headrests: manual adjustable front head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 3
 Front Bucket Seats: front split-bench 40-20-40 seats
 Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
 Reclining Driver Seat: manual reclining driver and passenger seats
 Driver Fore/Aft: manual driver and passenger fore/aft adjustment
 Front Centre Armrest Storage: front centre armrest with storage
 Leather Upholstery: vinyl front seat upholstery
 Headliner Material: full cloth headliner
 Floor Covering: full vinyl/rubber floor covering
 Cabback Insulator: cabback insulator
 Shift Knob Trim: urethane shift knob

Standard Engine:

Engine 401-hp, 6.6-liter V-8 (regular gas)

Standard Transmission:

Transmission 6-speed automatic w/ OD and auto-manual

Item 7.



Finance Department

To: Mayor and Town Council

From: Jay Carter, Purchasing Manager

Through: Mario Canizares, Town Manager

Re: New Fleet Vehicle Purchases

Town Council Meeting – March 28, 2023

Agenda Item:

Consider and act upon approving the purchase of two 2023 Chevrolet Tahoe's and for the Police Department from Enterprise Fleet Management utilizing The Interlocal Purchasing System (TIPS); and authorizing the Town Manager to execute the same.

Description of Agenda Item:

These vehicles were approved in the FY23 operating funds budget to support newly authorized positions in the department and are new additions to the fleet that will be purchased from Enterprise Fleet utilizing The Interlocal Purchasing System (TIPS).

Local governments are authorized by the Interlocal Cooperation Act, V.T.C.A. Government Code, Chapter 791, to enter into joint contracts and agreements for the performance of governmental functions and services, including administrative functions normally associated with the operation of government (such as purchasing necessary materials and equipment).

The Town of Prosper previously entered into an interlocal agreement with TIPS. Participation in the cooperative purchasing program allows our local government to purchase goods and services through the cooperative program, while satisfying all competitive bidding requirements.

Budget Impact:

These items were approved in the FY23 operating fund budget for the Police Department and will be funded from 100-6160-20-01 in the amounts of \$51,373.00 and \$69,659.50.

Attached Documents:

1. Quote for Police Department
2. Quote for Police Department

Town Staff Recommendation:

Town Staff recommends approving the purchases of these vehicles from Enterprise Fleet Management utilizing The Interlocal Purchasing System (TIPS); and authorizing the Town Manager to execute the same.

Proposed Motion:

Item 8.

I move to approve the purchase of these vehicles from Enterprise Fleet Management utilizing The Interlocal Purchasing System (TIPS); and authorizing the Town Manager to execute the same

Item 8.

Prepared For: Town of Prosper - Police Department
Golden, Bryan

Date: 01/30/2023
AE/AM: J5B/HH0

Unit #
Year 2023 **Make** Chevrolet **Model** Tahoe
Series Police Vehicle 4x4

Vehicle Order Type In-Stock **Term** 60 **State** TX **Customer#** 588991

\$ 51,215.50	Capitalized Price of Vehicle ¹
\$ 0.00	License and Certain Other Charges <u>6.2500%</u> State TX
\$ 158.50	Initial License Fee
\$ 0.00	Registration Fee
\$ 0.00	Other:Courtesy Delivery Fee
\$ 51,373.00 *	Capitalized Price Reduction
\$ 0.00 *	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive (Taxable Incentive Total : \$0.00)

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	
Exterior Color (0 P) Black	
Interior Color (0 I) Jet Black w/Cloth Seat Trim	
Lic. Plate Type Exempt	
GVWR 0	

\$ 1.00	Total Capitalized Amount (Delivered Price)
\$ 0.01	Depreciation Reserve @ <u>1.0000%</u>
\$ 77.06	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²
\$ 77.07	Total Monthly Rental Excluding Additional Services

Additional Fleet Management

	Master Policy Enrollment Fees
\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit <u>\$0.00</u>
\$ 0.00	Physical Damage Management
\$ 0.00	Full Maintenance Program ³ Contract Miles <u>37,500</u>
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>

Comp/Coll Deductible	<u>0 / 0</u>
OverMileage Charge	<u>\$ 0.0550</u> Per Mile
# Tires <u>0</u>	Loaner Vehicle Not Included

\$ 0.00 Additional Services SubTotal

\$ 0.00 Use Tax 0.0000% State .

\$ 77.07 Total Monthly Rental Including Additional Services

\$ 0.40	Reduced Book Value at <u>60</u> Months
\$ 395.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 7,500
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE Town of Prosper - Police Department
BY

TITLE

DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are the responsibility of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Lighting - Defender Quote 34747 - CID Upfit	C	\$ 10,120.00
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 10,120.00
Aftermarket Equipment Total		\$ 10,120.00

VEHICLE INFORMATION:

2023 Chevrolet Tahoe Police Vehicle 4x4 - US

Series ID: CK10706

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$48,671.7	\$51,450.00
Total Options	\$450.45	\$495.00
Destination Charge	\$1,895.00	\$1,895.00
Total Price	\$51,017.15	\$53,840.00

SELECTED COLOR:

Exterior: GBA-(0 P) Black
 Interior: H1T-(0 I) Jet Black w/Cloth Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
1FL	Preferred Equipment Group 1FL	NC	NC
5J3	Surveillance Mode Calibration Interior Lighting	Included	Included
6E2	SEO: Fleet Calibration (6E2)	\$22.75	\$25.00
9C1	Identifier for Police Package Vehicle	NC	NC
AMF	Remote Keyless Entry Package (SEO)	\$68.25	\$75.00
ATD	3rd Row Passenger Seat Delete	Included	Included
AU7	Fleet Common Key	Included	Included
AZ3	Front 40/20/40 Split-Bench Seat	STD	STD
C6G	GVWR: 7,600 lbs (3,447 kgs)	STD	STD
GBA_01	(0 P) Black	NC	NC
GU5	3.23 Rear Axle Ratio	STD	STD
H1T_02	(0 I) Jet Black w/Cloth Seat Trim	NC	NC
IOR	Radio: Chevrolet Infotainment 3 System	STD	STD
K47	High-Capacity Air Cleaner	Included	Included
K6K	760 Cold-Cranking Amps Auxiliary Battery	Included	Included
KX4	250 Amps Alternator	Included	Included
L84	Engine: 5.3L EcoTec3 V8	STD	STD
MHU	Transmission: Electronic 10-Speed Automatic w/OD	STD	STD
NP0	Single-Speed Elec Autotrac Active Transfer Case	Included	Included
PNTTBL01	Paint Table : Solid Paint	\$0.00	\$0.00
PQA	1FL Safety Package	\$359.45	\$395.00
PXT	Wheels: 20" x 9" Steel	Included	Included
RAV	Spare P275/55R20 AS BW Tire	Included	Included
RC1	Front Skid Plate	Included	Included
STDTM	Cloth Seat Trim	STD	STD
UE4	Following Distance Indicator	Included	Included
UEU	Forward Collision Alert	Included	Included
UHX	Lane Keep Assist w/Lane Departure Warning	Included	Included
UHY	Automatic Emergency Braking	Included	Included
UKJ	Front Pedestrian Braking	Included	Included
UQF	6-Speaker Audio System Feature	Included	Included
UT7	SEO: Ground Wires	Included	Included
V53	Luggage Rack Side Rails Delete	Included	Included

Item 8.

CODE	DESCRIPTION	INVOICE	MSRP
XCS	Tires: P275/55R20SL AS BW	Included	Included
Z56	Full Independent Suspension Package	Included	Included
ZY1	Solid Paint	STD	STD

CONFIGURED FEATURES:

Item 8.

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: liftgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
Spoiler: rear lip spoiler
Skid Plates: skid plates
Side Steps: yes
Door Handles: body-coloured
Front And Rear Bumpers: body-coloured front and rear bumpers
Rear Step Bumper: rear step bumper
Body Material: galvanized steel/aluminum body material
: class IV trailering with harness, hitch
Body Side Cladding: black bodyside cladding
Grille: grille with chrome bar

Convenience Features:

Air Conditioning: automatic dual-zone front air conditioning
Air Filter: air filter
Rear Air Conditioning: rear air conditioning with separate controls
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with front and rear 1-touch down
1/4 Vent Rear Windows: power rearmost windows
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: Keyless Open and Start proximity key
Trunk FOB Controls: keyfob trunk/hatch/door release
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Driver and Passenger Vanity Mirror: illuminated auxiliary driver and passenger-side visor mirrors
Emergency SOS: OnStar and Chevrolet connected services capable emergency communication system
Front Cupholder: front and rear cupholders
Overhead Console: mini overhead console
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Seatback Storage Pockets: 2 seatback storage pockets
IP Storage: covered bin instrument-panel storage
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 1 12V DC power outlet
AC Power Outlet: 2 120V AC power outlet

Entertainment Features:

radio: AM/FM stereo with seek-scan
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
Internet Access: Wi-Fi Hotspot capable internet access
TV Tuner: OnStar Turn-by-Turn Navigation turn-by-turn navigation directions
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: window grid antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite LED low/high beam headlamps
Front Wipers: variable intermittent Rainsense rain detecting wipers wipers

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Rear Window wiper: fixed interval rear window wiper
 Rear Window Defroster: rear window defroster
 Tinted Windows: deep-tinted windows
 Front Reading Lights: front and rear reading lights
 Ignition Switch: ignition switch light
 Variable IP Lighting: variable instrument panel lighting
 Display Type: analog appearance
 Tachometer: tachometer
 Voltmeter: voltmeter
 Low Tire Pressure Warning: tire specific low-tire-pressure warning
 Park Distance Control: Front and Rear Park Assist front and rear parking sensors
 Trip Computer: trip computer
 Trip Odometer: trip odometer
 Lane Departure Warning: lane departure
 Front Pedestrian Braking: pedestrian detection
 Following Distance Indicator: following distance alert
 Forward Collision Alert: forward collision
 Oil Pressure Gauge: oil pressure gauge
 Water Temp Gauge: water temp. gauge
 Engine Hour Meter: engine hour meter
 Clock: in-radio display clock
 Systems Monitor: systems monitor
 Check Control: redundant digital speedometer
 Rear Vision Camera: rear vision camera
 Oil Pressure Warning: oil-pressure warning
 Water Temp Warning: water-temp. warning
 Battery Warning: battery warning
 Low Oil Level Warning: low-oil-level warning
 Low Coolant Warning: low-coolant warning
 Lights On Warning: lights-on warning
 Key in Ignition Warning: key-in-ignition warning
 Low Fuel Warning: low-fuel warning
 Low Washer Fluid Warning: low-washer-fluid warning
 Door Ajar Warning: door-ajar warning
 Trunk Ajar Warning: trunk-ajar warning
 Brake Fluid Warning: brake-fluid warning
 Turn Signal On Warning: turn-signal-on warning
 Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS four-wheel ABS brakes
 Number of ABS Channels: 4 ABS channels
 Brake Assistance: brake assist
 Brake Type: four-wheel disc brakes
 Vented Disc Brakes: front and rear ventilated disc brakes
 Daytime Running Lights: daytime running lights
 Spare Tire Type: full-size spare tire
 Spare Tire Mount: underbody mounted spare tire w/crankdown
 Driver Front Impact Airbag: driver and passenger front-impact airbags
 Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
 Overhead Airbag: curtain 1st, 2nd and 3rd row overhead airbag
 Occupancy Sensor: front passenger airbag occupancy sensor
 Height Adjustable Seatbelts: height adjustable front seatbelts
 Seatbelt Pretensioners: front seatbelt pre-tensioners
 3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
 Side Impact Bars: side-impact bars
 Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
 Rear Child Safety Locks: rear child safety locks
 Ignition Disable: PASS-Key III immobilizer
 Security System: security system

Panic Alarm: panic alarm
Tracker System: tracker system
Electronic Stability: electronic stability
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 2 rear head restraints
Break Resistant Glass: break resistant glass

Seats And Trim:

Seating Capacity max. seating capacity of 6
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
Reclining Driver Seat: power reclining driver and passenger seats
Driver Lumbar: power 2-way driver and passenger lumbar support
Driver Height Adjustment: power height-adjustable driver and passenger seats
Driver Fore/Aft: power driver and passenger fore/aft adjustment
Driver Cushion Tilt: power driver and passenger cushion tilt
Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear manual reclining 60-40 split-bench seat
Rear Seat Fore/Aft: manual rear seat fore/aft adjustment
Rear Folding Position: rear seat tumble forward
Rear Seat Armrest: rear seat centre armrest
Leather Upholstery: cloth front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Interior Accents: chrome/metal-look interior accents
Cargo Space Trim: carpet cargo space
Trunk Lid: plastic trunk lid/rear cargo door
Cargo Light: cargo light
Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine 355-hp, 5.3-liter V-8 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and auto-manual

Item 8.

Prepared For: Town of Prosper - Police Department
Pamplin, Betty

Date 03/02/2023
AE/AM J5B/HH0

Unit # 26F35P
Year 2023 **Make** Chevrolet **Model** Tahoe
Series Police Vehicle 4x2

Vehicle Order Type Ordered **Term** 60 **State** TX **Customer#** 588991

\$ 69,102.00	Capitalized Price of Vehicle ¹
\$ 0.00	License and Certain Other Charges <u>6.2500%</u> State TX
\$ 158.50	Initial License Fee
\$ 0.00	Registration Fee
\$ 400.00	Other:Courtesy Delivery Fee
\$ 69,659.50	* Capitalized Price Reduction
\$ 0.00	* Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00	* Tax on Gain On Prior
\$ 0.00	* Security Deposit
\$ 0.00	* Tax on Incentive (Taxable Incentive Total : \$0.00)

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	Bryan Golen
Exterior Color	(0 P) Summit White
Interior Color	(0 I) Jet Black w/Cloth Seat Trim
Lic. Plate Type	Exempt
GVWR	0

\$ 1.00	Total Capitalized Amount (Delivered Price)
\$ 0.01	Depreciation Reserve @ <u>1.0000%</u>
\$ 69.66	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²
\$ 69.67	Total Monthly Rental Excluding Additional Services

Additional Fleet Management

\$ 0.00	Master Policy Enrollment Fees
\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit <u>\$0.00</u>

\$ 0.00	Physical Damage Management	Comp/Coll Deductible	<u>0 / 0</u>
\$ 0.00	Full Maintenance Program ³ Contract Miles <u>0</u>	OverMileage Charge	<u>\$ 0.0550</u> Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>	# Tires <u>0</u>	Loaner Vehicle Not Included

Additional Services SubTotal

\$ 0.00	Use Tax <u>0.0000%</u>	State
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Total Monthly Rental Including Additional Services

\$ 0.40	Reduced Book Value at <u>60</u> Months
\$ 395.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 7,500
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE Town of Prosper - Police Department
BY

TITLE

DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are the sole responsibility of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Item 8.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Custom Equipment 2 - police upfit	C	\$ 28,247.00
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 28,247.00
Aftermarket Equipment Total		\$ 28,247.00

VEHICLE INFORMATION:

2023 Chevrolet Tahoe Police Vehicle 4x2 - US

Series ID: CC10706

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$45,833.7	\$48,450.00
Total Options	\$0.00	\$0.00
Destination Charge	\$1,795.00	\$1,795.00
Total Price	\$47,628.70	\$50,245.00

SELECTED COLOR:

Exterior: GAZ-(0 P) Summit White
 Interior: H1T-(0 I) Jet Black w/Cloth Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
1FL	Preferred Equipment Group 1FL	NC	NC
5J3	Surveillance Mode Calibration Interior Lighting	Included	Included
9C1	Identifier for Police Package Vehicle	NC	NC
ATD	3rd Row Passenger Seat Delete	Included	Included
AZ3	Front 40/20/40 Split-Bench Seat	STD	STD
C6C	GVWR: 7,400 lbs (3,357 kgs)	STD	STD
GAZ_01	(0 P) Summit White	NC	NC
GU5	3.23 Rear Axle Ratio	STD	STD
H1T_02	(0 I) Jet Black w/Cloth Seat Trim	NC	NC
IOR	Radio: Chevrolet Infotainment 3 System	STD	STD
K47	High-Capacity Air Cleaner	Included	Included
K6K	760 Cold-Cranking Amps Auxiliary Battery	Included	Included
KX4	250 Amps Alternator	Included	Included
L84	Engine: 5.3L EcoTec3 V8	STD	STD
MHU	Transmission: Electronic 10-Speed Automatic w/OD	STD	STD
PNTTBL01	Paint Table : Solid Paint	\$0.00	\$0.00
PXT	Wheels: 20" x 9" Steel	Included	Included
RAV	Spare P275/55R20 AS BW Tire	Included	Included
RC1	Front Skid Plate	Included	Included
STDTM	Cloth Seat Trim	STD	STD
UQF	6-Speaker Audio System Feature	Included	Included
UT7	SEO: Ground Wires	Included	Included
V53	Luggage Rack Side Rails Delete	Included	Included
XCS	Tires: 275/55R20SL AS BW	Included	Included
Z56	Full Independent Suspension Package	Included	Included
ZY1	Solid Paint	STD	STD

CONFIGURED FEATURES:

Item 8.

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: liftgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
Spoiler: rear lip spoiler
Skid Plates: skid plates
Side Steps: yes
Door Handles: body-coloured
Front And Rear Bumpers: body-coloured front and rear bumpers
Rear Step Bumper: rear step bumper
Body Material: galvanized steel/aluminum body material
: class IV trailering with harness, hitch
Body Side Cladding: black bodyside cladding
Grille: grille with chrome bar

Convenience Features:

Air Conditioning: automatic dual-zone front air conditioning
Air Filter: air filter
Rear Air Conditioning: rear air conditioning with separate controls
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with front and rear 1-touch down
1/4 Vent Rear Windows: power rearmost windows
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: Keyless Open and Start proximity key
Trunk FOB Controls: keyfob trunk/hatch/door release
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Driver and Passenger Vanity Mirror: illuminated auxiliary driver and passenger-side visor mirrors
Emergency SOS: emergency communication system
Front Cupholder: front and rear cupholders
Overhead Console: mini overhead console
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Seatback Storage Pockets: 2 seatback storage pockets
IP Storage: covered bin instrument-panel storage
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 1 12V DC power outlet
AC Power Outlet: 2 120V AC power outlet

Entertainment Features:

radio: AM/FM stereo with seek-scan
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
Internet Access: internet access
TV Tuner: OnStar Turn-by-Turn Navigation turn-by-turn navigation directions
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: window grid antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite LED low/high beam headlamps
Front Wipers: variable intermittent Rainsense rain detecting wipers wipers

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Rear Window wiper: fixed interval rear window wiper
 Rear Window Defroster: rear window defroster
 Tinted Windows: deep-tinted windows
 Front Reading Lights: front and rear reading lights
 Ignition Switch: ignition switch light
 Variable IP Lighting: variable instrument panel lighting
 Display Type: analog appearance
 Tachometer: tachometer
 Voltmeter: voltmeter
 Low Tire Pressure Warning: tire specific low-tire-pressure warning
 Park Distance Control: Front and Rear Park Assist front and rear parking sensors
 Trip Computer: trip computer
 Trip Odometer: trip odometer
 Oil Pressure Gauge: oil pressure gauge
 Water Temp Gauge: water temp. gauge
 Engine Hour Meter: engine hour meter
 Clock: in-radio display clock
 Systems Monitor: systems monitor
 Check Control: redundant digital speedometer
 Rear Vision Camera: rear vision camera
 Oil Pressure Warning: oil-pressure warning
 Water Temp Warning: water-temp. warning
 Battery Warning: battery warning
 Low Oil Level Warning: low-oil-level warning
 Low Coolant Warning: low-coolant warning
 Lights On Warning: lights-on warning
 Key in Ignition Warning: key-in-ignition warning
 Low Fuel Warning: low-fuel warning
 Low Washer Fluid Warning: low-washer-fluid warning
 Door Ajar Warning: door-ajar warning
 Trunk Ajar Warning: trunk-ajar warning
 Brake Fluid Warning: brake-fluid warning
 Turn Signal On Warning: turn-signal-on warning
 Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS four-wheel ABS brakes
 Number of ABS Channels: 4 ABS channels
 Brake Assistance: brake assist
 Brake Type: four-wheel disc brakes
 Vented Disc Brakes: front and rear ventilated disc brakes
 Daytime Running Lights: daytime running lights
 Spare Tire Type: full-size spare tire
 Spare Tire Mount: underbody mounted spare tire w/crankdown
 Driver Front Impact Airbag: driver and passenger front-impact airbags
 Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
 Overhead Airbag: curtain 1st, 2nd and 3rd row overhead airbag
 Occupancy Sensor: front passenger airbag occupancy sensor
 Height Adjustable Seatbelts: height adjustable front seatbelts
 Seatbelt Pretensioners: front seatbelt pre-tensioners
 3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
 Side Impact Bars: side-impact bars
 Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
 Rear Child Safety Locks: rear child safety locks
 Ignition Disable: PASS-Key III immobilizer
 Security System: security system
 Panic Alarm: panic alarm
 Tracker System: tracker system
 Electronic Stability: electronic stability
 Traction Control: ABS and driveline traction control

Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 2 rear head restraints
Break Resistant Glass: break resistant glass

Item 8.

Seats And Trim:

Seating Capacity max. seating capacity of 6
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
Reclining Driver Seat: power reclining driver and passenger seats
Driver Lumbar: power 2-way driver and passenger lumbar support
Driver Height Adjustment: power height-adjustable driver and passenger seats
Driver Fore/Aft: power driver and passenger fore/aft adjustment
Driver Cushion Tilt: power driver and passenger cushion tilt
Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear manual reclining 60-40 split-bench seat
Rear Seat Fore/Aft: manual rear seat fore/aft adjustment
Rear Folding Position: rear seat tumble forward
Rear Seat Armrest: rear seat centre armrest
Leather Upholstery: cloth front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Interior Accents: chrome/metal-look interior accents
Cargo Space Trim: carpet cargo space
Trunk Lid: plastic trunk lid/rear cargo door
Cargo Light: cargo light
Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine 355-hp, 5.3-liter V-8 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and auto-manual



PARKS & RECREATION

To: Mayor and Town Council

From: Dan Baker, Director of Parks and Recreation

Through: Mario Canizares, Town Manager
Robyn Battle, Executive Director of Community Services

Re: Hays Park Project

Town Council Meeting - March 28, 2023

Agenda Item:

Consider and act upon approval of Change Order #3 related to construction services for the Hays Park Project (1802-PK) to Ratliff Hardscape, Ltd., and authorizing the Town Manager to execute the same.

Description of Agenda Item:

The proposed Change Order pertains to a modification on the original project that is still under contractor's warranty to resolve stormwater running onto adjacent properties. The project will include correction of final grade, berming, drain box, drainpipe, swale, drainage easement area improvement, and replacing decomposed granite with concrete on parts of the trail (per improvements layout plan). The improvements will take 30 days.

Budget Impact:

This change order will be funded from Park Improvement Fees. The Account # is 100-5480-60-01-1802-PK. The cost for the construction of this change order is \$70,493.00. The requested amount of \$70,493.00 will increase the contract amount to \$458,719.67.

Legal Obligations and Review:

Terrence Welch of Brown & Hofmeister, L.L.P., has approved the standard change order form as to form and legality.

Attached Documents:

1. Change Order #3
2. Drainage Improvement Layout

Town Staff Recommendation:

Town staff recommends that the Town Council approve Change Order #3 related to construction services for the Hays Park Project (1802-PK) to Ratliff Hardscape, Ltd., and authorizing the Town Manager to execute the same.

Proposed Motion:

I move to approve Change Order #3 related to construction services for the Hays Park Project (1802-PK) to Ratliff Hardscape, Ltd., and authorize the Town Manager to execute the same.



Change Order No. 03

Project Name: Hays Park
 Contractor: Ratiff Hardscape, LTD.
 Contract Start: 3/27/2023

Project No.: 1802-PK
 Bid/CSP No.: 2021-22-B
 PO No.: 21196

Description of Change:
 A modification on the original project that is still under contractor's warranty to resolve the maintenance issues and decrease flooding toward neighboring properties. The project will include correction of final grade, berming, drain box, drain pipe, swale, drainage easement area improvement, and replacing decomposed granite with concrete on parts of the trail. The improvements will take 30 days.

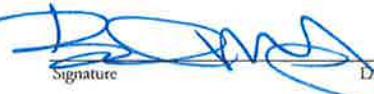
Mod/ New	Item No.	Description	Unit	Quantity			Unit Cost	Cost Change
				Prev	Chg	New		
CO2 - 1		Administrative Costs and Site Facilities	LS			1	\$ 2,125.00	\$ 2,125.00
CO2 - 2		Drainage Improvements (NE Corner) per Drainage Layout (6.14.22)	LS			1	\$ 16,240.00	\$ 16,240.00
CO2 - 3		Installing Berms w/ Sod	EA			2	\$ 5,000.00	\$ 10,000.00
CO2 - 4		Grading Swales w/ Sod	LS			1	\$ 3,750.00	\$ 3,750.00
CO2 - 5		Remove Existing DG & Replace w/ 6' - 0" Width Concrete Sidewalk	SF			2,870	\$ 12.00	\$ 34,440.00
CO2 - 6		Adjust Existing Irrigation as Needed	LS			1	\$ 3,938.00	\$ 3,938.00
						0	\$	\$ -
Cost Adjustment this Change Order:							\$	70,493.00
Time Adjustment this Change Order:							\$	30.00

The compensation agreed upon in this Change Order is full, complete and final payment for all costs the Contractor may incur as a result of or relating to this change, whether said costs are known, unknown, foreseen or unforeseen at this time, including without limitation, any cost for delay, extended overhead, ripple or impact cost, or any other effect on changed or unchanged work as a result of this Change.

Original Contract Amount:	\$	375,026.67
Previous Change Orders:	\$	13,200.00
Current Change Order:	\$	70,493.00
Revised Contract Amount:	\$	458,719.67

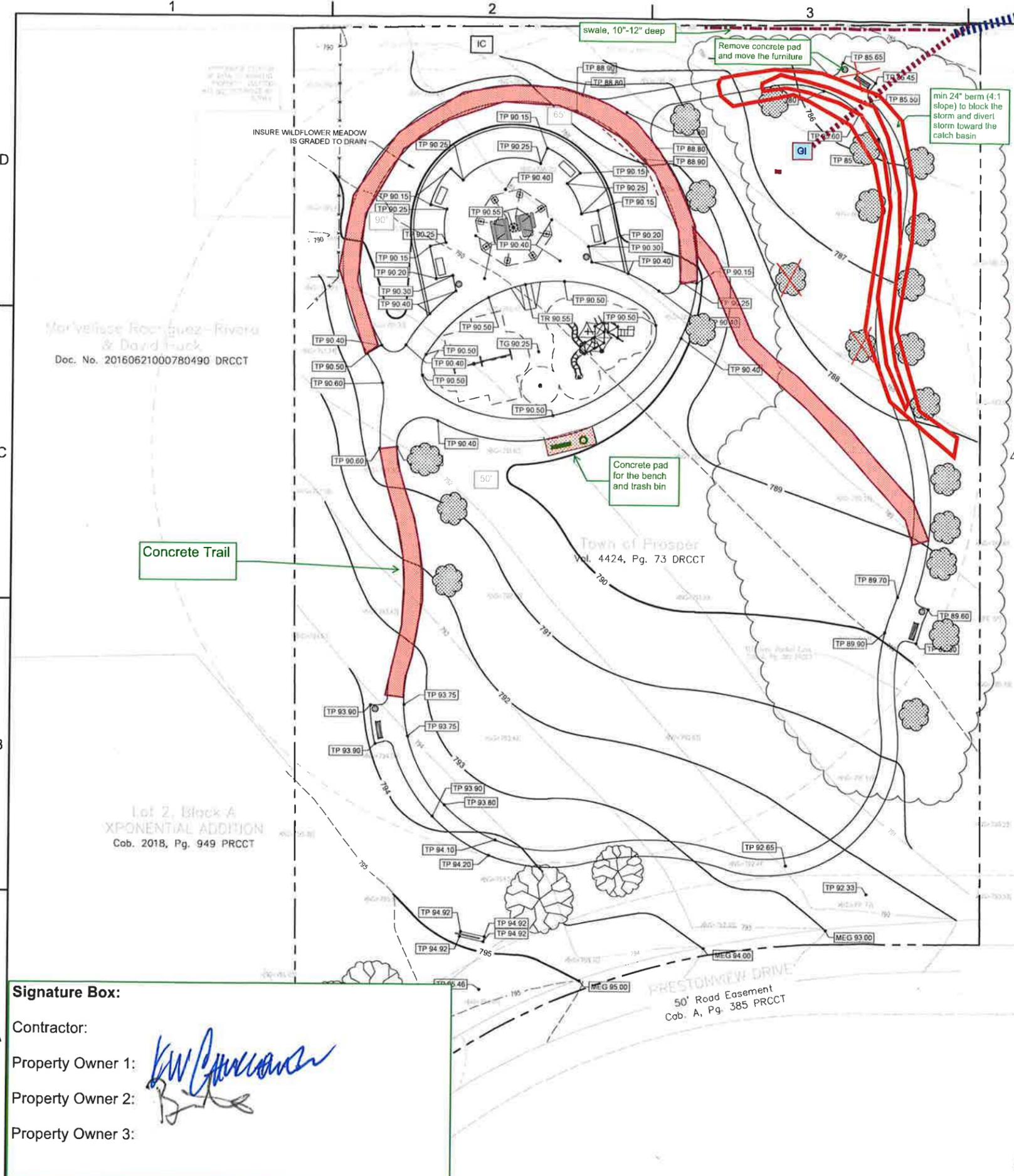
Issued by
TOWN OF PROSPER
 By  _____
 Signature Date

	Cal. Days
Original Contract Time:	
Previous Change Orders:	
Current Change Order:	30
Revised Substantial Completion Date:	30

Accepted by Ratiff Hardscape, Ltd.
CONTRACTOR COMPANY NAME
 By  3.7.23
 Signature Date

KB 03/17/2023
AS 3/17/23

10-11-2022



LEGEND

	Proposed Grate Inlet (Area Drain) min 24" x 24"
	Proposed Drain Pipe, min 12" HDPE
	Proposed Open Trench with river rock
	Proposed Catch Basin (Drain Box) min 12" x 12"
	Proposed Sloped Headwall, Type C
	Proposed Concrete
	Proposed River Rock
	Proposed Berm
	Existing Drains (to be saved)
	Existing Drain Pipe (to be saved)
	Existing Playground Drainage Outfall
	Existing playground drain
	Proposed Swale- 10" - 12" deep

EXISTING UTILITIES
 CONTRACTOR MUST VERIFY LOCATION OF ALL OVERHEAD AND UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL COORDINATE WITH CITY OFFICIALS AND UTILITY COMPANIES IN LOCATING UTILITIES. CONTRACTOR SHALL BE HELD RESPONSIBLE FOR LOSSES DUE TO DAMAGE TO UTILITIES. LOCATION FOR ALL UTILITIES SHOWN ON PLANS ARE APPROXIMATE. CONTRACTOR SHALL CALL TEXAS 811, 1-800-344-8377.

- Notes:
- 1) 6" -12" concrete apron around the grate inlets. The concrete apron need to be flush with ground surface.
 - 2) Concrete apron around the small drain boxes (catch basins)
 - 3) Sloped headwall, type C for the outfalls
 - 4) The open trench will be extended through the drainage easement on the property at the north.
- * There is a 20' drainage easement south of the neighboring property and a 10' east of that property.

Contractor will adjust the locations and will provide the calculations for storm water to ensure the performance of the berm and the drains.



Signature Box:

Contractor:

Property Owner 1:

Property Owner 2:

Property Owner 3:

Prosper - Hays Park

CLIENT
 Town of Prosper
 409 E. First Street
 Prosper, Texas
 75076

Drainage Improvement Layout Page 70

FILE NAME: X:\2019\026.1803_DSIGN\01_DWG\060_LAYOUT.DWG LAYOUT NAME: LG.DWG PRINTED: Monday, May 17, 2021 - 11:19am USER: S\Freeman



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, Executive Director of Development and Infrastructure Services**

**Re: Resolution for the Advance Funding Agreement with TxDOT for the
Preston Road (SH 289) and First Street Dual Left Turn Lanes Project**

Town Council Meeting – March 28, 2023

Agenda Item:

Consider and act upon a Resolution authorizing the Town Manager to execute an Advance Funding Agreement between the Texas Department of Transportation (TxDOT), and the Town of Prosper, Texas, related to the design and construction funding of the Preston Road (SH 289) and First Street Dual Left Turn Lanes project.

Description of Agenda Item:

The Town of Prosper was notified in April of 2021, of being selected by the North Texas Council of Governments (NTCOG) for funding under the Covid-19 #071 Infrastructure Program Round 4 grant. This program is administered by the Texas Department of Transportation (TxDOT) contracts division. Once awarded the grant, the Town coordinated with NTCOG to include the project in the 2023-2026 Transportation Improvement Program for the Dallas – Ft. Worth metropolitan area.

The attached Advance Funding Agreement outlines the commitments of the different entities for the Preston Road (SH 289) and First Street Dual Left Turn Lanes project. The project budgets are \$100,000 for design and \$800,000 for construction for a total of \$900,000. These direct costs are allocated based on an 80% federal funding and 20% local funding, which translates to \$720,000 in federal participation and \$180,000 in local participation. Indirect state costs for project oversight, estimated at \$41,293, to be 100% state funding. The Town will be responsible for 100% of any cost overruns over the stated budgets.

At the December 13, 2022, Town Council meeting, the Town Council awarded a Professional Engineering Services Agreement to Lockwood, Andrews, & Newman (LAN), Inc., for design of Preston Road/Prosper Trail Dual Left Turns and the Coit Road/ US 380 Dual Left Turns projects. Staff anticipates negotiating with LAN for a contract amendment to include the design of this project. It is a requirement of TxDOT that the Advance Funding Agreement be executed before engaging a design consultant for the project.

Budget Impact:

The project budget for design, in the amount of \$100,000, was included in the 2021-2022 Capital Improvement Program in Account Number 750-5410-10-00-2118-ST, and the \$800,000 for construction was included in the 2022-2023 Capital Improvement Program in Account Number 750-6610-10-00-2118-ST. Per the Advanced Funding Agreement, the federal participation amount is \$720,000 (80%), which will be provided by TxDOT.

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. Resolution
2. Advance Funding Agreement

Town Staff Recommendation:

Town Staff recommends that the Town Council approve a Resolution authorizing the Town Manager to execute an Advance Funding Agreement between the Texas Department of Transportation (TxDOT), and the Town of Prosper, Texas, related to the design and construction funding of the Preston Road (SH 289) and First Street Dual Left Turn Lanes project.

Proposed Motion:

I move to approve a Resolution authorizing the Town Manager to execute an Advance Funding Agreement with the Texas Department of Transportation (TxDOT), and the Town of Prosper, Texas, related to the design and construction funding of the Preston Road (SH 289) and First Street Dual Left Turn Lanes project.

TOWN OF PROSPER, TEXAS

RESOLUTION NO. 2023-__

A RESOLUTION OF THE TOWN OF PROSPER, TEXAS, APPROVING AN ADVANCE FUNDING AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE DESIGN AND CONSTRUCTION OF DUAL LEFT TURN LANES AT PRESTON ROAD (SH 289) AND FIRST STREET; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes; and

WHEREAS, Section 201.103 of the Texas Transportation Code establishes that the State shall design, construct, and operate a system of highways in cooperation with local governments, and further, Section 222.052 of the Texas Transportation Code authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision; and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

WHEREAS, the Texas Transportation Commission has codified Sections 15.50-15.56 of Chapter 15, Title 43 of the Texas Administrative Code describes federal, state, and local responsibilities for cost participation in highway improvements and other transportation projects; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116292** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **the intersection improvements with right and/or left turn lanes**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project); and

WHEREAS, all legal and statutory prerequisites for the adoption of this Resolution have been met, including but not limited to compliance with the Texas Open Meetings Act; and

WHEREAS, the Town Council of the Town of Prosper deems the adoption of this Resolution to be in the best interests of the health, safety, and welfare of the public.

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

SECTION 1

All matters stated hereinabove are found to be true and correct and are incorporated herein by reference.

SECTION 2

The Town Council approves and authorizes entering into the Advance Funding Agreement (AFA) with TxDOT.

SECTION 3

The Town Manager of the Town of Prosper, Texas, is hereby authorized to execute the Advance Funding Agreement, which is attached hereto as Exhibit 1 and incorporated by reference, and to exercise the rights and duties of the Town thereunder in order to receive funding through the Congestion Mitigation Air Quality program for the design and construction of dual left turn lanes at Preston Road (SH 289) and First Street.

SECTION 4

This Resolution shall take effect immediately upon and after its passage.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, THIS THE 28TH DAY OF MARCH, 2023.

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney

EXHIBIT 1
(Advance Funding Agreement)

TxDOT:				Federal Highway Administration: Item 10.	
CSJ #	0918-24-286			CFDA No.	20.205
District #	18 - Dallas	AFA ID	Z00004205	CFDA Title	Highway Planning and Construction
Code Chart 64 #	34150				
Project Name	CS: First St at SH 289			<i>AFA Not Used For Research & Development</i>	

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
For
A Congestion Mitigation Air Quality Project
Off-System**

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation called the “State”, and the Town of Prosper, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116292** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **the intersection improvements with right and/or left turn lanes**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **March 28, 2023**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

TxDOT:				Federal Highway Administration:	
CSJ #	0918-24-286			CFDA No.	20.205
District #	18 - Dallas	AFA ID	Z00004205	CFDA Title	Highway Planning and Construction
Code Chart 64 #	34150				
Project Name	CS: First St at SH 289			<i>AFA Not Used For Research & Development</i>	

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1	N/A	Utilities	Article 8
2.	N/A	Environmental Assessment and Mitigation	Article 9
3.	Local Government	Architectural and Engineering Services	Article 11
4.	Local Government	Construction Responsibilities	Article 12
5.	N/A	Right of Way and Real Property	Article 14

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of the construction of additional left turn lanes at the intersection of First Street and SH 289 in the Town of Prosper.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

TxDOT:				Federal Highway Administration:	
CSJ #	0918-24-286			CFDA No.	20.205
District #	18 - Dallas	AFA ID	Z00004205	CFDA Title	Highway Planning and Construction
Code Chart 64 #	34150				
Project Name	CS: First St at SH 289			<i>AFA Not Used For Research & Development</i>	

- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.
- F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for

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- the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State’s estimated construction oversight and construction cost.
- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
 - K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the “Texas Department of Transportation” or may use the State’s Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT’s Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
 - L. The State will not pay interest on any funds provided by the Local Government.
 - M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
 - N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
 - O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
 - P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
 - Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
 - R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

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5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government’s proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government’s failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State’s request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

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9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem’s mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State’s *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

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12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be

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- acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
 - C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
 - D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
 - E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.
 - F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
 - G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with

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a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State’s predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State’s Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

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Local Government:	State:
Town of Prosper ATTN: Town Manager P.O.Box 307 Prosper, Texas 75078	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

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22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government’s procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government’s obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

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- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - 1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 - 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

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- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State’s federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State’s DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State’s DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the

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Adoption of the Texas Department of Transportation’s Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State’s DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, “Debarment and Suspension.” By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

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29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory’s knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
 - 1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 - 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform;> and

TxDOT:				Federal Highway Administration:	
CSJ #	0918-24-286			CFDA No.	20.205
District #	18 - Dallas	AFA ID	Z00004205	CFDA Title	Highway Planning and Construction
Code Chart 64 #	34150				
Project Name	CS: First St at SH 289			<i>AFA Not Used For Research & Development</i>	

3. Report the total compensation and names of its top five executives to the State if:
 - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

TxDOT:				Federal Highway Administration:	
CSJ #	0918-24-286			CFDA No.	20.205
District #	18 - Dallas	AFA ID	Z00004205	CFDA Title	Highway Planning and Construction
Code Chart 64 #	34150				
Project Name	CS: First St at SH 289			<i>AFA Not Used For Research & Development</i>	

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

 Signature

Kenneth Stewart
 Typed or Printed Name

Director of Contract Services
 Typed or Printed Title

 Date

 Signature

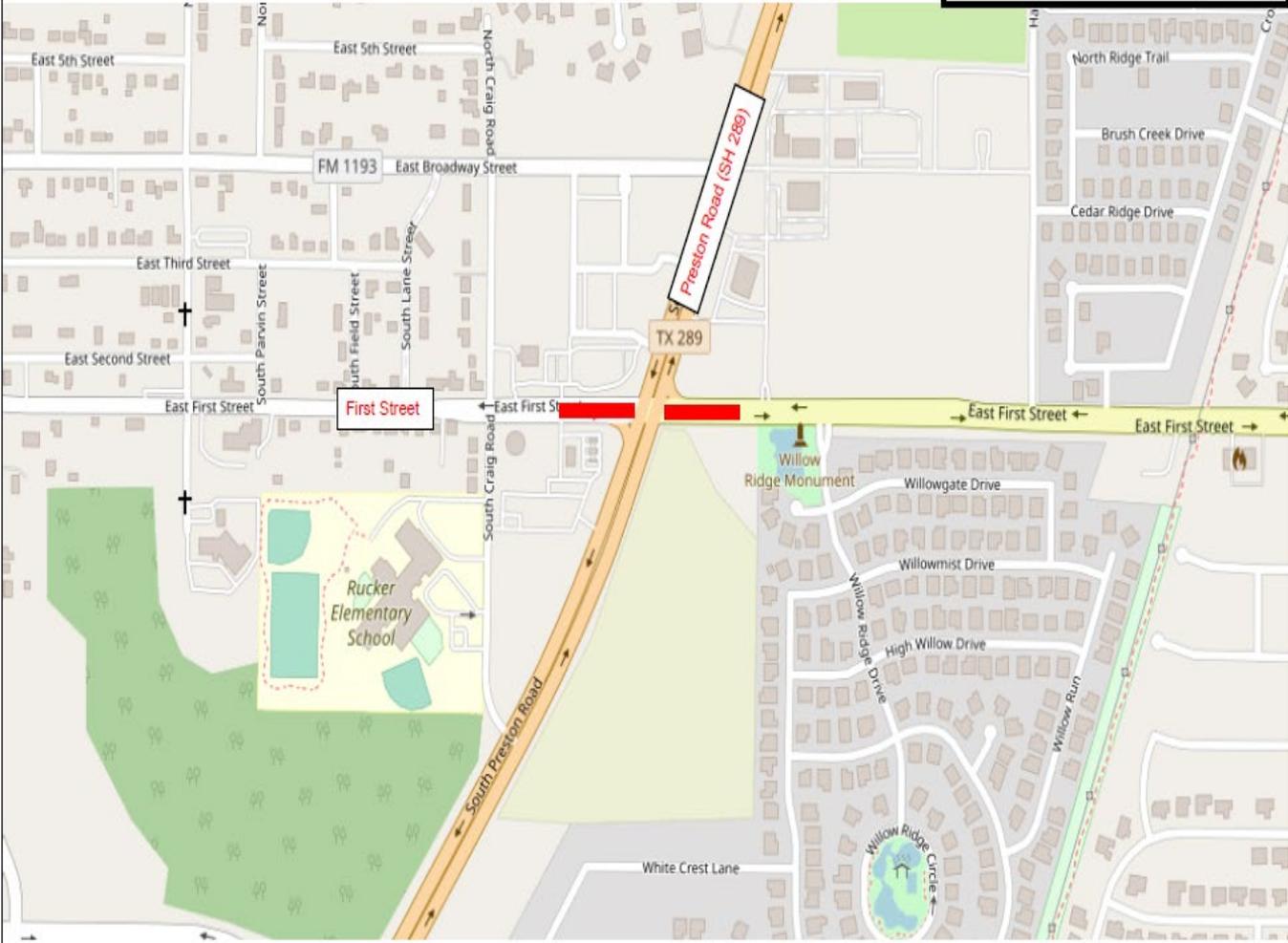
Mario Canizares
 Typed or Printed Name

Town Manager
 Typed or Printed Title

 Date

TxDOT:				Federal Highway Administration:	
CSJ #	0918-24-286			CFDA No.	20.205
District #	18 – Dallas	AFA ID	Z00004205	CFDA Title	Highway Planning and Construction
Code Chart 64 #	34150				
Project Name	CS: First St at SH 289			<i>AFA Not Used For Research & Development</i>	

**ATTACHMENT A
LOCATION MAP SHOWING PROJECT**



TxDOT:				Federal Highway Administration:			
CSJ #	0918-24-286			CFDA No.	20.205		
District #	18 - Dallas	AFA ID	Z00004205	CFDA Title	Highway Planning and Construction		
Code Chart 64 #	34150						
Project Name	CS: First St at SH 289			<i>AFA Not Used For Research & Development</i>			

ATTACHMENT B PROJECT BUDGET

Costs will be allocated based on 80% Federal funding and 20% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Project Budget							
Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost		Cost
Engineering	\$97,000	80%	\$77,600	0%	\$0	20%	\$19,400
Construction-Cat. 5	\$776,000	80%	\$620,800	0%	\$0	20%	\$155,200
Subtotal	\$873,000		\$698,400		\$0		\$174,600
Direct State Cost – Env	\$750	80%	\$600	0%	\$0	20%	\$150
Direct State Cost – Eng.	\$750	80%	\$600	0%	\$0	20%	\$150
Direct State Cost – ROW	\$750	80%	\$600	0%	\$0	20%	\$150
Direct State Cost – UTL	\$750	80%	\$600	0%	\$0	20%	\$150
Direct State Cost – CNST	\$24,000	80%	\$19,200	0%	\$0	20%	\$4,800
Subtotal	27,000		\$21,600		\$0		\$5,400
Indirect State Cost – 4.73%	\$41,293	0%	\$0	100%	\$41,293	0%	\$0
TOTAL	\$941,293		\$720,000		\$41,293		\$180,000

Initial payment by the Local Government to the State: \$600

Payment by the Local Government to the State before construction: \$4,800

Total payment by the Local Government to the State: \$5,400

This is an estimate. The final amount of Local Government participation will be based on actual costs.

TxDOT:				Federal Highway Administration:		<i>Item 10.</i>
CSJ #	0918-24-286			CFDA No.	20.205	
District #	18-Dallas	AFA ID	Z00004205		CFDA Title	Highway Planning and Construction
Code Chart 64 #	34150					
Project Name	CS: First St at SH 289			<i>AFA Not Used For Research & Development</i>		

ATTACHMENT C
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

TOWN OF PROSPER, TEXAS

RESOLUTION NO. 2023-__

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, SUPPORTING U.S. HIGHWAY 380 BEING A CONTROLLED ACCESS HIGHWAY WITHIN THE CORPORATE LIMITS OF THE TOWN OF PROSPER, IN ACCORDANCE WITH RECOMMENDATIONS BY THE TEXAS DEPARTMENT OF TRANSPORTATION IN ITS DECEMBER 2022 DRAFT ENVIRONMENTAL IMPACT STATEMENT FOR U.S. HIGHWAY 380 FROM COIT ROAD TO FM 1827, AND JANUARY 2023 DRAFT ENVIRONMENTAL ASSESSMENT FOR U.S. HIGHWAY 380 FROM TEEL PARKWAY TO LAKEWOOD DRIVE, AS MORE FULLY DESCRIBED HEREIN; ACKNOWLEDGING THE PREFERRED ALIGNMENT OF THE FUTURE EXPANSION OF U.S. HIGHWAY 380 WITHIN THE CORPORATE LIMITS OF THE TOWN IS CONSISTENT WITH THE TOWN'S THOROUGHFARE PLAN; REQUESTING THAT THE TEXAS DEPARTMENT OF TRANSPORTATION'S FINAL ENVIRONMENTAL IMPACT STATEMENT AND ENVIRONMENTAL ASSESSMENT REFLECT THE ALIGNMENT OF U.S. HIGHWAY 380 WITHIN THE CORPORATE LIMITS OF THE TOWN OF PROSPER AS RECOMMENDED; MAKING FINDINGS; AUTHORIZING THE MAYOR TO SUBMIT COMMENTS TO THE TEXAS DEPARTMENT OF TRANSPORTATION ON THE DRAFT ENVIRONMENTAL IMPACT STATEMENT AND/OR DRAFT ENVIRONMENTAL ASSESSMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Prosper has consistently supported improving the U.S. Highway 380 corridor to improve mobility for the region; and

WHEREAS, the Town Council of the Town of Prosper also has consistently supported U.S. Highway 380 being a controlled access highway within the corporate limits of the Town; and

WHEREAS, the Texas Department of Transportation ("TxDOT") has determined its preferred alignment of U.S. Highway 380 from Coit Road to FM 1827 - the Blue Preferred Alignment, as reflected in the Draft Environmental Impact Statement dated December 2022, with such location described and depicted in Exhibit A, attached hereto; and

WHEREAS, TxDOT also has determined its preferred alignment of U.S. Highway 380 from Teel Parkway to Lakewood Drive, as reflected in the Draft Environmental Assessment dated January 2023, with such location described and depicted in Exhibit B, attached hereto; and

WHEREAS, the Town Council agrees that TxDOT's preferred alignments of U.S. Highway 380 in the Town - the Blue Preferred Alignment for the Coit Road to FM 1827 project, and the preferred alignment for the Teel Parkway to Lakewood Drive project, as reflected in the December 2022 Draft Environmental Impact Statement and January 2023 Draft Environmental Assessment, respectively, are beneficial to the Town as well as its residents and businesses; and

WHEREAS, the Town Council hereby desires to express its strong support of the preferred alignments of U.S. Highway 380 in the Town, as described and depicted in attached Exhibit A and Exhibit B; and

WHEREAS, the Town Council further requests that TxDOT's Final Environmental Impact Statement and Final Environmental Assessment reflect the alignment of U.S. Highway 380 within the corporate limits of the Town of Prosper as recommended and referenced herein.

NOW, THEREFORE, BE IT RESOLVED 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 Resolution as if fully set forth herein.

SECTION 2

The Town Council of the Town of Prosper, Texas, hereby strongly supports U.S. Highway 380 being a controlled access highway within the corporate limits of the Town in accordance with TxDOT's preferred alignment of U.S. Highway 380 - the Blue Preferred Alignment for the Coit Road to FM 1827 project, and the preferred alignment for the Teel Parkway to Lakewood Drive project, as reflected in the Draft Environmental Impact Statement and Draft Environmental Assessment referenced in the Preamble to this Resolution.

SECTION 3

The Mayor of the Town of Prosper is hereby authorized to submit comments to TxDOT regarding on the Draft Environmental Impact Statement and/or Draft Environmental Assessment referenced in the Preamble to this Resolution.

SECTION 4

The Town Council hereby directs Town staff to promptly forward a copy of this Resolution to the Texas Department of Transportation.

SECTION 5

Any and all resolutions, rules, regulations, policies, or provisions in conflict with the provisions of this Resolution are hereby repealed and rescinded to the extent of any conflict herewith.

SECTION 6

This Resolution shall be effective from and after its passage by the Town Council.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 28TH DAY OF MARCH, 2023.

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney

EXHIBIT A

DECEMBER 2022 DRAFT ENVIRONMENTAL IMPACT STATEMENT FOR U.S. HIGHWAY 380 FROM COIT ROAD TO FM 1827

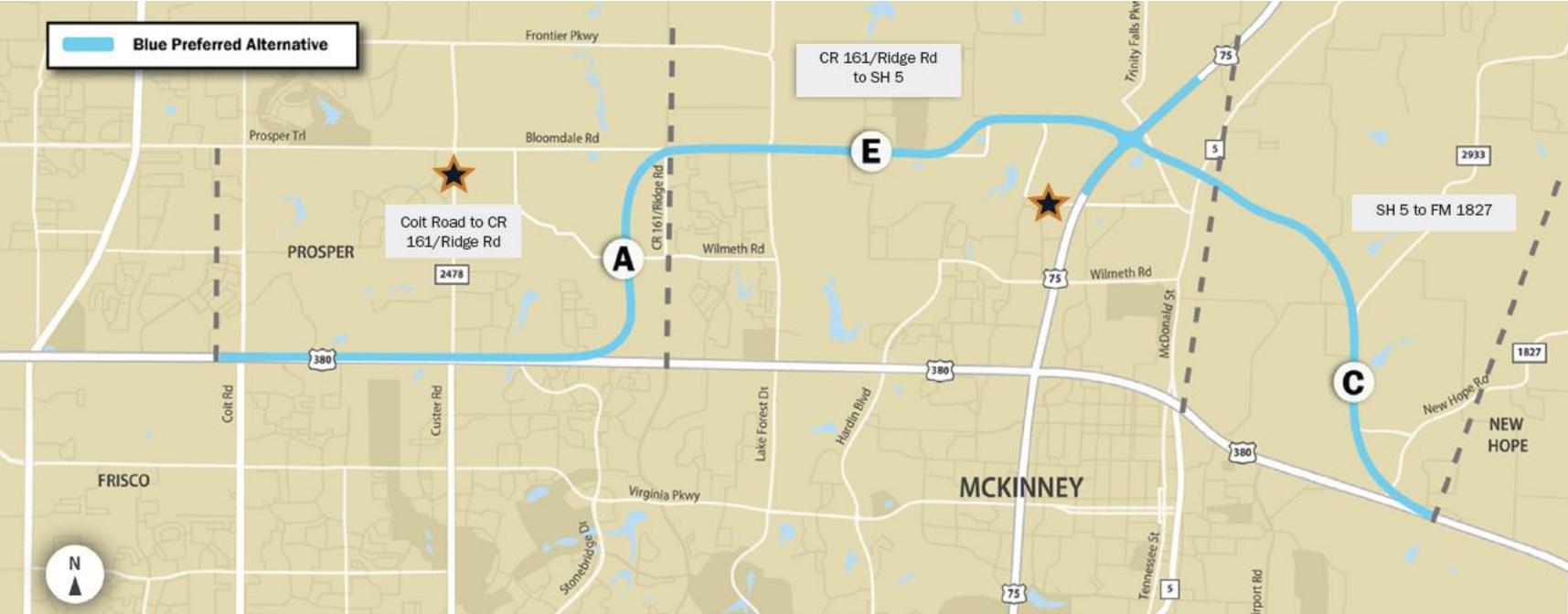


EXHIBIT B

JANUARY 2023 DRAFT ENVIRONMENTAL ASSESSMENT FOR U.S. HIGHWAY 380 FROM TEEL PARKWAY TO LAKEWOOD





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, Executive Director of Development and Infrastructure Services**

Re: U.S. Highway 380 Resolution

Town Council Meeting - March 28, 2023

Agenda Item:

Consider and act upon approving a Resolution supporting U.S. Highway 380 as a Controlled Access Highway within the corporate limits of the Town of Prosper, in accordance with recommendations by the Texas Department of Transportation in its December 2022 Draft Environmental Impact Statement for U.S. Highway 380 from Coit Road to FM 1827, and January 2023 Draft Environmental Assessment for U.S. Highway 380 from Teel Parkway to Lakewood Drive; acknowledging the preferred alignment of the future expansion of U.S. Highway 380 within the corporate limits of the Town is consistent with the Town's Thoroughfare Plan; requesting that the Texas Department of Transportation's final Environmental Impact Statement and Environmental Assessment reflect the alignment of U.S. Highway 380 within the corporate limits of the Town of Prosper as recommended; and authorize the Mayor to submit comments to the Texas Department of Transportation on the Draft Environmental Impact Statement and/or Draft Environmental Assessment.

Description of Agenda Item:

As Council is aware, the Texas Department of Transportation (TxDOT) conducted a feasibility study regarding the identification of an alignment for the future Controlled Access Highway of U.S. Highway 380 that began in 2017 and culminated in a formal report in March 2020. The Town of Prosper was heavily involved throughout the three (3) year feasibility study process by clearly identifying and supporting an alignment within the limits of the Town.

For the past six (6) years, the Town has remained involved and steadfast in its support of the U.S. Highway 380 project. In an effort to show support and cooperation, the Town passed seven (7) Resolutions between April 2017 and March 2022 clearly identifying the preferred alignment of keeping 380 on 380 within the Town's jurisdictional limits. Town Staff has continued to be involved and met monthly with TxDOT to collaborate on the schematic design for the Segment A alignment within the limits of Prosper (widening of U.S. Highway 380 on the current alignment). During the monthly meetings, Town Staff has taken the opportunity to reiterate its support for the Segment A alignment.

As part of TxDOT’s Environmental Impact Statement (EIS) process, TxDOT held in-person public meetings on February 16 and 21, 2023, to share the Draft Environmental Impact Statement and design schematic showing the preferred alignment of U.S. Highway 380 from Coit Road to FM 1827. In addition to the section of U.S. Highway 380 from Coit Road to FM 1827, TxDOT held a public hearing on February 23, 2023, to share the Draft Environmental Assessment (EA) and design schematic showing the preferred alignment of U.S. Highway 380 from Teel Parkway to Lakewood Drive. Both projects show the preferred alignment of the future expansion of U.S. Highway 380 within the corporate limits of the Town consistent with the Town’s Thoroughfare Plan.

Budget Impact:

No funding required at this time. In the future some local funds may be required for right-of-way and/or construction.

Legal Obligations and Review:

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

Attached Documents:

- 1. Resolution

Town Staff Recommendation:

Town Staff recommends that the Town Council approve a Resolution supporting U.S. Highway 380 as a Controlled Access Highway within the corporate limits of the Town of Prosper, in accordance with recommendations by the Texas Department of Transportation in its December 2022 Draft Environmental Impact Statement for U.S. Highway 380 from Coit Road to FM 1827, and January 2023 Draft Environmental Assessment for U.S. Highway 380 from Teel Parkway to Lakewood Drive; acknowledging the preferred alignment of the future expansion of U.S. Highway 380 within the corporate limits of the Town is consistent with the Town’s Thoroughfare Plan; requesting that the Texas Department of Transportation’s final Environmental Impact Statement and Environmental Assessment reflect the alignment of U.S. Highway 380 within the corporate limits of the Town of Prosper as recommended; and authorize the Mayor to submit comments to the Texas Department of Transportation on the Draft Environmental Impact Statement and/or Draft Environmental Assessment.

Proposed Motion:

I move to approve a Resolution supporting U.S. Highway 380 as a Controlled Access Highway within the corporate limits of the Town of Prosper, in accordance with recommendations by the Texas Department of Transportation in its December 2022 Draft Environmental Impact Statement for U.S. Highway 380 from Coit Road to FM 1827, and January 2023 Draft Environmental Assessment for U.S. Highway 380 from Teel Parkway to Lakewood Drive; acknowledging the preferred alignment of the future expansion of U.S. Highway 380 within the corporate limits of the Town is consistent with the Town’s Thoroughfare Plan; requesting that the Texas Department of Transportation’s final Environmental Impact Statement and Environmental Assessment reflect the alignment of U.S. Highway 380 within the corporate limits of the Town of Prosper as recommended; and authorize the Mayor to submit comments to the Texas Department of Transportation on the Draft Environmental Impact Statement and/or Draft Environmental Assessment.



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, Executive Director of Development and Infrastructure Services**

Re: No Parking Ordinance – Foxfield Court

Town Council Meeting - March 28, 2023

Agenda Item:

Consider and act upon an ordinance establishing a no parking zone on Foxfield Court.

Description of Agenda Item:

Near the end of the 2021-2022 school year, the Town received complaints regarding parents parking along Meadowbrook Boulevard east of Coit Road near Rogers Middle School, blocking traffic. To provide safety for kids crossing Coit Road and Meadowbrook Boulevard, the Town Council adopted an ordinance at the July 26, 2022, Town Council meeting to restrict parking on Meadowbrook Boulevard between Coit Road and Foxfield Court. The parking restriction is on school days from 7AM-9AM and 2PM-4PM and is similar to the no parking zone the Town implemented along Wilson Drive north of Reynolds Middle School in 2020.

After the Town implemented the no parking zone on Meadowbrook Boulevard last year, the Town received a complaint from a resident on Foxfield Court stating that parents are now parking in front of the residential homes along Foxfield Court, while waiting to pick up the students from Rogers Middle School. Since the resident's request to extend the no parking restriction on Meadowbrook Boulevard to include Foxfield Court would impact all the residents ability to park in front of their homes, the Town informed the resident that a petition would need to be signed by all residents on Foxfield Court, agreeing to the no parking restriction.

On March 17, 2023, the Town received the attached petition signed by all of the residents along Foxfield Court, with unanimous support for a no parking zone along Foxfield Court on school days from 7AM-9AM and 2PM-4PM. The residents provided the following two reasons in the petition:

- **Safety:** Due to the considerable number of vehicles that park on Foxfield Court, it makes the street impassable for first responders to enter or leave the neighborhood, and children could be struck by vehicles attempting to drive through the area since they cannot be seen when they run out between parked vehicles.
- **Property Damage:** Due to the angst of picking up their kids, a lot of vehicles are swerving into resident's driveways and/or make wild turns, and the residents do not want to take on the risk of property damage.

Budget Impact:

The estimated cost for signs and poles is \$900 and will be purchased from the Streets Department FY2023 Adopted Budget (Account Number 100-5640-50-01).

Legal Obligations and Review:

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

Attached Documents:

1. Location Map
2. Petition Signed by Residents on Foxfield Court
3. Ordinance

Town Staff Recommendation:

Town Staff recommends that the Town Council adopt an ordinance establishing a no parking zone on Foxfield Court.

Proposed Motion:

I move to adopt an ordinance establishing a no parking zone on Foxfield Court.

Location Map

Proposed No Parking Zone on
Foxfield Court:
7AM – 9AM
2PM – 4PM
School Days



PETITION FOR INSTALLATION OF NO STANDING/PARKING DURING POSTED HOURS ON SCHOOL DAYS

PETITION

We the undersigned residents of Lakewood at Brookhollow Prosper , request that consideration be given to

INSTALLATION of NO PARKING/STANDING SIGNAGE 7AM - 9AM and 2PM - 4PM SCHOOL DAYS

For the following street in the **TOWN of PROSPER , TEXAS**

1. FOXFIELD CT

In support of this petition, we the residents of **FOXFIELD CT, PROSPER** have the following reasons

1. **Safety** : On School Days between 7am-9am and 2pm-4pm, a considerable number of vehicles idle/stand in our street. This makes streets impassable for first responder vehicles to enter or leave the neighborhood and as children run out between parked vehicles they cannot be seen and could be struck by vehicles attempting to drive through the area. These vehicles are with running engines and/or tinted, sometimes without clear visibility of the occupant. We fear for our safety and the safety of our children who are exposed to possible unsavory elements.
2. **Property Damage** : During school hours, a lot of vehicles swerve in our driveways and/or make wild turns, in the angst to pick up their kids. We the residents are not willing to undertake the risk of property damage.

Signatures for Petition for No Parking in School Hours

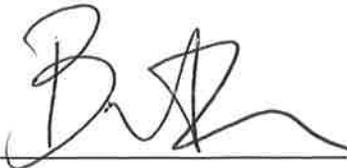
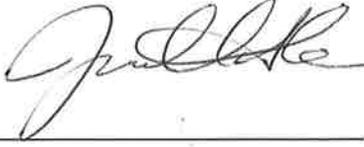
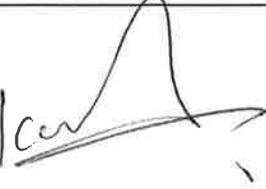
Item 12.

PLEASE PRINT - FOR ADDITIONAL SIGNATURES, PLEASE ATTACH SEPARATE SHEET
O = OWNER T = TENANT

Name	Address	Phone #	O/T	Support Y/N	SIGNATURE
PERIQUET, SUSAN & ARNEL	750 Foxfield Ct	214-425 -7304	O	Y	
NIEVES BETANCOURT DAVID & KARLA	751 Foxfield Ct	914-349-2988	O	Y	
Michael & Brandi Sain	760 Foxfield Ct	214-708- 3456	O	Y	
Rachael Boone	761 Foxfield Ct	817 234-2374	O	Y	
Argueta Alejandro & Brittany Glass	770 Foxfield Ct	409- 0002- 5002	O	Y	
SANTIS LUIS ALBERTO & CLAUDIA	771 Foxfield Ct	832 297 6703	O	Y	
Christopher & Elizabeth Goheen	780 Foxfield Ct	214 417-5079	O	Y	

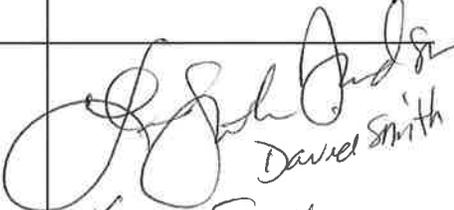
Signatures for Petition for No Parking in School Hours

Item 12.

Christopher & Michelle Sanderson	790 Foxfield Ct	050. 663. 9828	0	Y	
SHOWERS JAMEILL LAMONTE & CHELSEA LYNN	791 Foxfield Ct	(254)-258- 3524	0	Y	
Naidu Neeharika Chandra & Ravi Chandra Sekhar Bojja	800 Foxfield Ct	617-320 -6442	0	Y	
Kalpesh Swali	810 Foxfield Ct	732-554 -9820	0	Y	
Satya Bommaraju	811 Foxfield Ct	2135372887	0	Y	
Joshua Steele & Crystal Haag	820 Foxfield Ct	972-896- 7174	0	Y	
Jickson Samantha & Braeden Bennett	821 Foxfield Ct	409-509 8249	0	Y	
KILAPARTHI RAJA SEKHAR & RUPA KALA CHAITANYA	830 Foxfield Ct	408 410 3413 	0	Y	

Signatures for Petition for No Parking in School Hours

Item 12.

<p>Christopher & Elizabeth Carter</p>	<p>831 Foxfield Ct</p>	<p>801-706-4864</p>	<p>0</p>	<p>Y</p>	
<p>Sumanth Guntur</p>	<p>840 Foxfield Ct</p>	<p>248- 826- 3572</p>	<p>0</p>	<p>Y</p>	<p>Katshu</p>
<p>JARUGULA VENUBABU & SWATHI BODEMPUDI</p>	<p>850 Foxfield Ct</p>	<p> 224-241- 4347</p>	<p>0</p>	<p>Y</p>	<p></p>
<p>David Smith</p>	<p>851 Foxfield Ct</p>	<p></p>	<p>0</p>	<p>Y</p>	<p> David Smith Keona Smith</p>

TOWN OF PROSPER, TEXAS

ORDINANCE NO. 2023-__

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, AMENDING DIVISION 2, "NO-PARKING ZONES," OF ARTICLE 12.05, "PARKING, STOPPING AND STANDING," OF CHAPTER 12, "TRAFFIC AND VEHICLES," OF THE CODE OF ORDINANCES OF THE TOWN OF PROSPER, TEXAS, BY ADDING A NEW SECTION 12.05.038, "FOXFIELD COURT," TO PROHIBIT PARKING ON FOXFIELD COURT; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the Town of Prosper, Texas ("Town"), is a home-rule municipal corporation duly organized under the laws of the State of Texas; and

WHEREAS, the Texas Transportation Code, as amended, provides that the governing body of a municipality may adopt parking regulations; and

WHEREAS, the Town has investigated and determined that a no-parking zone on Foxfield Court, as more fully described herein, is both warranted and prudent, and it is the desire of the Town to adopt the following regulations related thereto.

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

Existing Division 2, "No-Parking Zones," of Article 12.05, "Parking, Stopping and Standing," of Chapter 12, "Traffic and Vehicles," of the Code of Ordinances is hereby amended by adding a new Section 12.05.038, "Foxfield Court," to read as follows:

"ARTICLE 12.05 PARKING, STOPPING AND STANDING

* * *

Division 2. No-Parking Zones

* * *

Sec. 12.05.038 Foxfield Court

There shall be no parking on both sides of Foxfield Court, a distance of approximately six-hundred feet (600'), from 7:00 a.m. until 9:00 a.m. and from 2:00 p.m. until 4:00 p.m. on school days. A person commits an offense by violating any provision of this section."

SECTION 3

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 for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portion of conflicting ordinances shall remain in full force and effect.

SECTION 4

If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason, held to be unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The Town of Prosper hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional.

SECTION 5

Any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished by fine not to exceed the sum of five hundred dollars (\$500.00) for each offense.

SECTION 6

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 28TH DAY OF MARCH, 2023.

APPROVED:

David F. Bristol, Mayor

ATTEST:

Michell Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney



DEVELOPMENT SERVICES

To: Mayor and Town Council

From: Brady Cudd, Building Official

**Through: Mario Canizares, Town Manager
Charles Ewings, Executive Director of Development and Infrastructure Services**

**Re: Special Purpose Sign District for Gates of Prosper, Phase 2 and Phase 3
Town Council Meeting – March 28, 2023**

Agenda Item:

Consider and act upon an ordinance adopting a Special Purpose Sign District for the Gates of Prosper, Phase 2 and Phase 3, on 52.1± acres, located on the northwest corner of US 380 and Preston Road. (MISC-23-0001).

Description of Agenda Item:

As defined in the Sign Ordinance, a Special Purpose Sign District (SPSD) is an overlay district that allows an applicant the option of designating an area where signs may deviate from the underlying sign code regulations. Town Council has the authority to approve, conditionally approve, or deny requests for Special Purpose Sign Districts.

The applicant has two requests. The first is to allow for unified development signs, monument signs, and identity signs in Phase 2 and Phase 3 of Gates of Prosper (west of Preston Road) that are consistent with existing signage in Gates of Prosper Phase 1 (east of Preston Road) and the signage that has been installed to date in Gates of Prosper, Phase 2. Signage in Gates of Prosper, Phase 1, was originally approved as SPSP-4 by Council on March 22nd, 2016. Certain signage in Gates of Prosper, Phase 2, was approved by Town Council on February 25th, 2020, via sign waiver (MD20-0001). The second request is to permit six wall signs to exceed the maximum height requirement.

The attached Sign Coordination Plan (Exhibit B) show the extent of the proposed SPSP while the Sign Schedule (Exhibit D) identifies deviations from Sign Ordinance for each type of proposed sign. In general, the proposed monument and development signs are slightly larger than what is allowed per ordinance as the method in which the applicant measured the area differs from that required by ordinance. Additionally, proposed monument and unified development signs lack masonry borders around the entirety of the signs as required by ordinance. All proposed monument, unified development, and identity signs are found to generally conform to signage previously approved in the overall development.

The attached Elevations and Details (Signs C1-A – C1-F as shown on Exhibit C-24) shows the elevations and details of the proposed wall signs. The proposed SPSP will allow for an increase

in height for six signs with a maximum variance of approximately seven and a half feet for one of the signs. Additionally, one of the signs will project approximately two feet above the top of the parapet wall. The applicant's basis for the request is to allow for wall signage that is more proportional in size to the scale of the building. Due to the magnitude of the development and the fact that the applicant is not requesting a variance to the maximum height of the unified development signs, the request for six taller wall signs appears to be appropriate.

Budget Impact:

There is no budgetary impact affiliated with this item.

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. Ordinance
- 2. Exhibit A – Statement of Purpose and Intent
- 3. Exhibit B – Sign Coordination Plan
- 4. Exhibit C – Elevations and Details
- 5. Exhibit D – Sign Schedule

Town Staff Recommendation:

Town staff recommends that the Town Council approve an ordinance adopting a Special Purpose Sign District for the Gates of Prosper, Phase 2 and Phase 3, on 52.1± acres, located on the northwest corner of US 380 and Preston Road.

Proposed Motion:

I move to approve (conditionally approve, deny) an ordinance adopting a Special Purpose Sign District for the Gates of Prosper, Phase 2 and Phase 3, on 52.1± acres, located on the northwest corner of US 380 and Preston Road.

TOWN OF PROSPER, TEXAS

ORDINANCE NO. 2023-XX

AN ORDINANCE OF THE TOWN OF PROSPER, TEXAS, ADOPTING AND APPROVING A SPECIAL PURPOSE SIGN DISTRICT, PURSUANT TO SECTION 3.14.015 OF THE TOWN'S CODE OF ORDINANCES, AS AMENDED, FOR 52.114 ACRES OF LAND, MORE OR LESS, COMMONLY KNOWN AS THE GATES OF PROSPER, PHASE 2 AND PHASE 3; MAKING FINDINGS; PROVIDING A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING REPEALING, SAVING AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, Section 3.14.015 of the Town's Code of Ordinances, as amended, provides for the approval by the Town Council of the Town of Prosper, Texas (the "Town Council"), of a special district that exclusively addresses sign regulations; and

WHEREAS, the special district, if approved by the Town Council, is designated a Special Purpose Sign District ("SPSD"), and in general, the purposes of an SPSP are to (1) promote consistency among signs within a development, thus creating visual harmony between signs, buildings, and other components of the property; (2) enhance the compatibility of signs with the architectural and site design features within a development; (3) encourage signage that is in character with planned and existing uses, thus creating a unique sense of place; and (4) encourage multi-tenant commercial uses to develop a unique set of sign regulations in conjunction with development standards; and

WHEREAS, an application has been submitted to the Town for an SPSP for 52.114 acres of land, more or less ("the Property"), commonly known as The Gates of Prosper, Phase 2 and Phase 3, generally located on the northwest corner of U.S. Highway 380 and Preston Road in the Town; and

WHEREAS, the proposed SPSP consists of signage for The Gates of Prosper, Phase 2 and Phase 3, which is generally consistent with the SPSP previously approved for Gates of Prosper, Phase 1, east of Preston Road; and

WHEREAS, the Town Council has further investigated and determined that it will be advantageous and beneficial to Prosper and its inhabitants to adopt an SPSP on the aforementioned property, subject to the terms and conditions 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

There is hereby created and approved a Special Purpose Sign District on the Property. All signage on the Property, more particularly described in Exhibit B, attached hereto and incorporated herein for all purposes as if set forth verbatim, shall be subject the Sign Coordination

Plan, also attached hereto as part of Exhibit B, to the Statement of Intent and Purpose, attached hereto as Exhibit A and incorporated by reference, the detailed elevations, attached hereto as Exhibits C-1 through C-32, and the Sign Schedule, attached hereto as Exhibit D and incorporated by reference. Any signage not specifically addressed in the attachments to this Special Purpose Sign District Ordinance shall comply with the Town's Sign Ordinance, contained in Article 3.14, "Signs," of Chapter 3, "Building Regulations," of the Town's Code of Ordinances, as amended.

SECTION 3

No developer or property owner shall acquire any vested interest in this Ordinance or in any other specific regulations contained herein. Any portion of this Ordinance may be repealed by the Town Council in the manner provided for by law.

SECTION 4

It shall be unlawful for any person, firm or corporation to make use of said premises in some manner other than as authorized by this Ordinance, and shall be unlawful for any person, firm or corporation to construct on said premises any signage that is not in conformity with this Ordinance.

SECTION 5

Any person, firm, corporation or business entity violating this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined any sum not exceeding Five Hundred (\$500.00). Each continuing day's violation under this Ordinance shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude the Town from filing suit to enjoin the violation. The Town retains all legal rights and remedies available to it pursuant to local, state and federal law.

SECTION 6

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. Prosper hereby declares that it would have passed this Ordinance, and each section, subsection, 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 7

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 for violation of the repealed ordinance, nor shall the appeal prevent a prosecution from being commenced for any violation if occurring prior to the repealing of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 8

This Ordinance shall become effective from and 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 28TH DAY OF MARCH, 2023.

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney

EXHIBIT A / STATEMENT OF INTENT AND PURPOSE

This request of the SPECIAL PURPOSE SIGN DISTRICT (SPSD) is to maintain the quality and graphic environment that has been designated for the signage previously approved within the **SPSD - 4 : Gates of Prosper - East of Preston Road**. The intent is to create signage that complies with the established designs for the unified, multi-tenant and single tenant free standing signs of **SPSD - 4**. The following exhibits will also show proposed building signage locations for the tenants within the proposed SPSPD.

We are requesting an SPSPD for the Gates of Prosper West of Preston Road, Phase 2 & Phase 3 to allow for the construction of the following deviations

PROPOSED DEVIATIONS

1. Maximum number of signs.

- Deviation Per Sec. 3.14.012; (N); (v); (a) One per street frontage of the unified development zone (UDZ)

PHASE 3:

- LOT 1.67 AC: Requesting 1 additional monument sign; SIGN 23
- LOT 2.06 AC: Requesting 1 additional monument sign; SIGN 25
- LOT 11.07 AC: Requesting 1 additional monument sign; SIGN 34
- LOT 16.10 AC: Requesting 1 additional monument sign; SIGN 37

2. Larger than code allowance signage for the Target wall signs.

- Deviation Per Sec. 3.14.012; (I); (iii), Maximum Height

REFER TO EXHIBIT C-24

- C1-A - Allowed 8' per code; Requesting 13'-0"
- C1-C - Allowed 8' per code; Requesting 15'-6 3/8"
- C1-D - Allowed 8' per code; Requesting 8'-1"
- C1-E - Allowed 8' per code; Requesting 8'-1"
- C1-E - Allowed 8' per code; Requesting 12'-0"
- C1-F - Allowed 8' per code; Requesting 12'-0"
- Requesting sign to project above parapet.

3. Masonry Border.

-The Sign Ordinance requires Unified Development Signs and Monument Signs to contain a minimum one-foot (1') masonry with mortar border around all sides of signage.

-Deviation was previously approved for Phase 2 in order to allow for signage consistent with existing signage located on the east side of Preston Road in Gates of Propser, Phase 1.

Per MD20-0001:

- Signs 01, 02, 03, 04, 05, 06, 07, 08, 09, 10, 12, and 15 have been previously approved.
- Signs 13, 14, 16, 17, 18, 19, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 32, 33, 34, 35, 36, and 37 are seeking approval.

4. Signage Area.

-The Sign Ordinance requires 20' Unified Development Signs to not exceed a signage area of 240 SF and Monument Signs to not exceed a signage area of 64 SF

REFER TO EXHIBIT C-2

20' Unified Development Sign (Type B) exceeds 240 SF maximum allowed per ordinance.

- Existing sign built on HW 380.
- Sign 29 seeking approval.

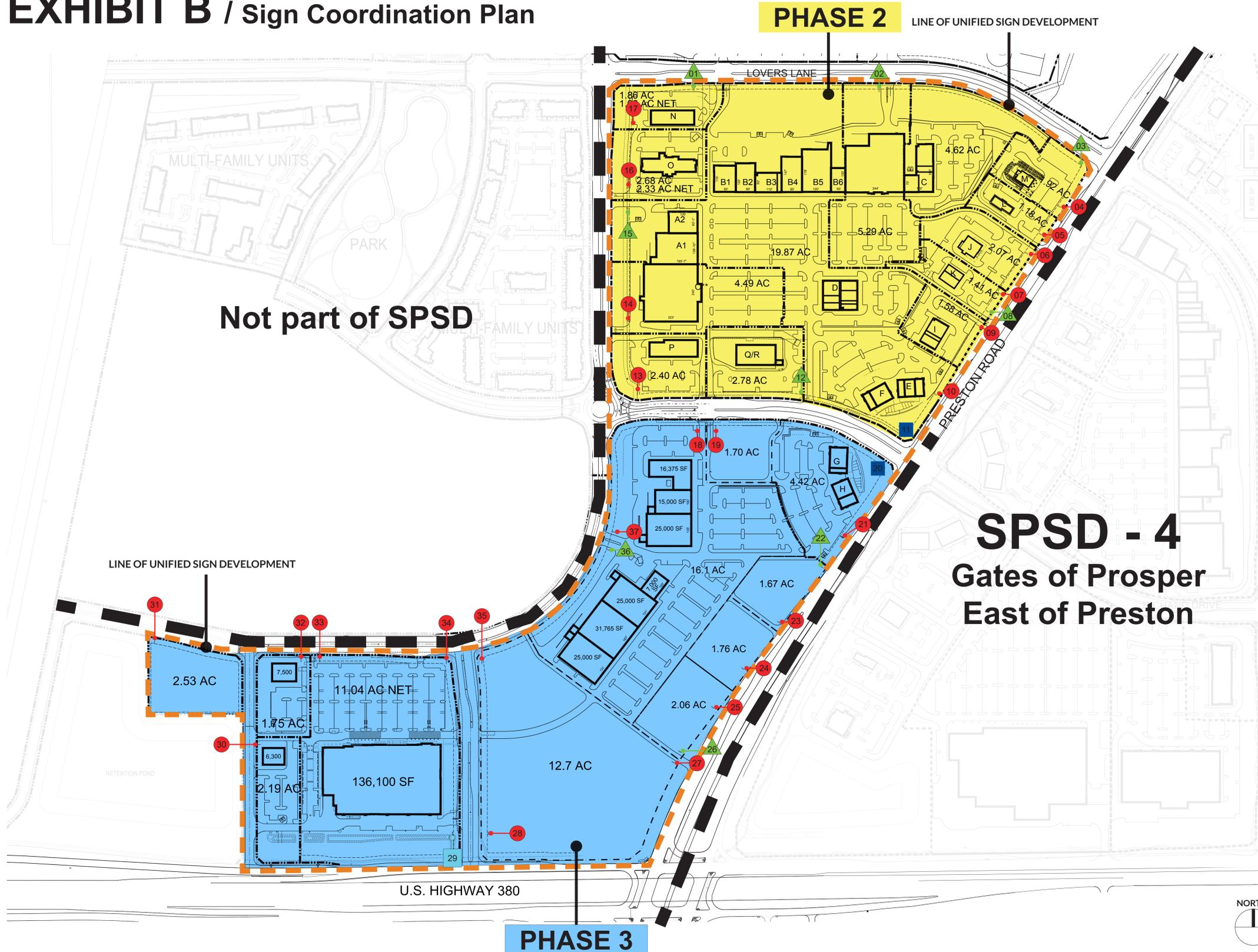
REFER TO EXHIBIT C-3

Monument Sign (Type C) exceeds 64 SF maximum allowed per ordinance.

Per MD20-0001:

- Signs 04, 05, 06, 07, 09, and 10 have been previously approved.
- Signs 13, 14, 16, 17, 18, 19, 21, 23, 24, 25, 27, 28, 30, 32, 33, 34, 35, and 37 are seeking approval.

EXHIBIT B / Sign Coordination Plan



TYPE A @ 12'-0"
- UNIFIED DEVELOPMENT MONUMENT SIGN

Total Proposed Signs: 9
PHASE 2: 01, 02*, 03*, 08*, 12*, 15*
PHASE 3: 22, 26, 36
*Existing

TYPE B @ 20'-0"
- UNIFIED DEVELOPMENT MONUMENT SIGN

Total Proposed Signs: 1
PHASE 3: 29

TYPE C @ 8'-0"
- MONUMENT SIGN

Total Proposed Signs: 25
PHASE 2: 04, 05*, 06, 07*, 09*, 10*, 13, 14, 16, 17
PHASE 3: 18, 19, 21, 23, 24, 25, 27, 28, 30, 31, 32, 33, 34, 35, 37
*Existing

TYPE D @ 5'-0"
- DEVELOPMENT IDENTITY "GATES OF PROSPER" SIGN

Total Proposed Signs: 2
PHASE 2: 11*
PHASE 3: 20*
*Existing

Not part of SPSP

SPSD - 4 Gates of Prosper East of Preston

Per currently adopted Sign Ordinance:
1. One (1) sign per street frontage of the UDZ
2. 75' separation between signs of single or multi tenant or unified development sign within an adjacent UDZ.
3. 750' per street frontage, from an additional unified development sign within the same UDZ.

DISTANCES

	01 - 02	02 - 03	03 - 04	04 - 05	05 - 06	06 - 07	07 - 08	08 - 09	09 - 10	10 - 11	11 - 12	12 - 13	13 - 14	14 - 15	15 - 16	16 - 17	17 - 01	15 - 01		
PHASE 2	750'	896'	181'	137'	95'	200'	87'	75'	336'	158'	418'	681'	300'	465'	83'	258'	300'	785'		
PHASE 3	18 - 19	19 - 20	20 - 21	21 - 22	22 - 23	23 - 24	24 - 25	25 - 26	26 - 27	27 - 28	28 - 29	29 - 30	30 - 31	31 - 32	32 - 33	33 - 34	34 - 35	35 - 36	36 - 37	37 - 18
	76'	670'	270'	149'	290'	243'	203'	229'	75'	805'	150'	1178'	602'	611'	75'	524'	145'	696'	76'	566'

LEGEND

- PHASE 2
- PHASE 3
- LINE OF UNIFIED SIGN DEVELOPMENT

EXHIBIT B / Metes and Bounds

PROPERTY DESCRIPTION

52.114 Acres

BEING a tract of land situated in the Collin County School Land No. 12 Survey, Abstract No. 147, and the Ben Renison Survey, Abstract No. 755 County, Texas, Town of Prosper, Collin County, Texas, and being all of Gates of Prosper, Phase 2, Block A, Lots 1-14, an Addition to the Town of Prosper, Collin County, Texas, according to the Final Plat thereof recorded in Volume 2020, Page 560 of the Plat Records of Collin County, Texas, all of Gates of prosper, Phase 2, Block A, Lot 7R, an Addition to the Town of Prosper, Collin County, Texas, according to the Replat thereof recorded in Volume 2020, Page 260 of the Plat records of Collin County, Texas, and being all of Gates of Prosper, Phase 2. Block A, Lots 2, 3, & 14, an Addition to the Town of Prosper, Collin County, Texas, according to the Replat thereof recorded in Volume 2021, Page 94 of the Plat Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod with plastic cap stamped "KHA" set for the north end of a corner clip at the intersection of the easterly right-of-way line of South Coleman Street, a variable width right-of-way, with the southerly right-of-way line of Lovers Lane, a variable width right-of-way, both as created in the Gates of Prosper, Phase 2, Block A, Lot 1, an Addition to the Town of Prosper, according to the Conveyance Plat thereof recorded in Volume 2019, Page 252 of the Map Records of Collin County, Texas, same being the northerly northwest corner of said Gates of Prosper, Phase 2, Block A, Lots 1-14;

THENCE along the southerly right-of-way line of said Lovers Lane, the northerly line of said Gates of Prosper, Phase 2, Block A, Lots 1-14 and the northerly line of said Gates of Prosper, Phase 2, Block A, Lots 2, 3, & 14, the following courses and distances:

North 90°00'00" East, a distance of 150.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

North 86°11'09" East, a distance of 150.33 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

North 90°00'00" East, a distance of 923.53 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the right with a radius of 805.00 feet, a central angle of 34°09'35", and a chord bearing and distance of South 72°55'13" East, 472.86 feet;

In a southeasterly direction, with said tangent curve to the right, an arc distance of 479.94 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 55°50'25" East, a distance of 56.69 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 52°01'34" East, along said corner clip, a distance of 150.33 feet to a point for corner;

South 55°50'25" East, a distance of 112.94 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set at the north of a corner clip at the intersection of the southerly right-of-way line of said Lovers Lane with the westerly right-of-way line of State Highway 289 (Preston Road), as dedicated in a Deed to the State of Texas, recorded in Instrument No. 20110818000872270 of the Official Public Records of Collin County, Texas, same being the northerly northeast corner of said Gates of Prosper, Phase 2, Block A, Lots 2, 3, & 14;

THENCE South 13°11'56" East, departing the southerly right-of-way line of said Lovers Lane, along the northerly line of said Gates of Prosper, Phase 2, Block A, Lots 2, 3, & 14 and along said corner clip, a distance of 36.78 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the south end of said corner clip, same being the easterly northeast corner of said Gates of Prosper, Phase 2, Block A, Lots 2, 3, & 14, same also being on the westerly right-of-way line of said State Highway 289 (Preston Road);

THENCE along the westerly right-of-way line of said State Highway 289 (Preston Road), The easterly line of said Gates of prosper, Phase 2, Block A, Lots 2, 3, & 14, and along the easterly line of said Gates of prosper, Phase 2, Block A, Lots 1-14, the following courses and distances:

South 29°26'34" West, a distance of 146.91 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 35°04'16" West, a distance of 385.16 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 33°38'20" West, a distance of 300.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 30°18'02" West, a distance of 324.41 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 33°39'32" West, a distance of 189.85 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the east end of a corner clip at the intersection of the westerly right-of-way line of said State Highway 289 (Preston Road) with the northerly right-of-way line of Richard Boulevard, a Variable width right-of-way, as created in said Gates of Prosper, Block A, Lot 1, same being the easterly southeast corner of said Gates of Prosper, Phase 2, Block A, Lots 1-14;

THENCE South 78°54'33" West, departing the westerly right-of-way line of said State Highway 289 (Preston Road), along the easterly line of said Gates of Prosper, Phase 2, Block A, Lots 1-14 and along said corner clip, a distance of 35.20 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the west end of said corner clip, same being the southerly southeast corner of said Gates of Prosper, Phase 2, Block A, Lots 1-14, same also being on the northerly right-of-way line of said Richard Boulevard;

EXHIBIT B / Metes and Bounds

THENCE along the northerly right-of-way line of said Richard Boulevard, the southerly line of said Gates of Prosper, Phase 2, Block A, Lots 1-14, and along the southerly line of said Gates of Prosper, Phase 2, Block A, Lot 7R, the following courses and distances:

North 55°50'25" West, a distance of 61.66 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the left with a radius of 905.00 feet, a central angle of 04°00'12", and a chord bearing and distance of North 57°50'31" West, 63.22 feet;

In a northwesterly direction, with said tangent curve to the left, an arc distance of 63.24 feet to a point for corner;

North 68°25'22" West, a distance of 150.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the left with a radius of 895.00 feet, a central angle of 20°37'01", and a chord bearing and distance of North 79°41'29" West, 320.32 feet;

In a northwesterly direction, with said non-tangent curve to the left, an arc distance of 322.05 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

North 90°00'00" West, a distance of 431.35 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the left with a radius of 546.00 feet, a central angle of 06°58'57", and a chord bearing and distance of South 86°30'31" West, 66.50 feet;

In a southwesterly direction, with said tangent curve to the left, an arc distance of 66.54 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 83°01'03" West, a distance of 35.50 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the right with a radius of 83.00 feet, a central angle of 35°41'21", and a chord bearing and distance of North 79°08'17" West, 50.87 feet;

In a northwesterly direction, with said tangent curve to the right, an arc distance of 51.70 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner at the intersection of the northerly right-of-way line of said Richland Boulevard with the easterly right-of-way line of aforesaid South Coleman Street, same also being at the southwesterly corner of said Gates of Prosper, Phase 2, Block A, Lots 1-14;

THENCE along the easterly right-of-way line of said South Coleman Street and along the westerly line of said Gates of prosper, Phase 2, Block A, Lots 1-14, the following courses and distances:

North 61°17'36" West, a distance of 36.82 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the right with a radius of 38.00 feet, a central angle of 39°59'13", and a chord bearing and distance of North 41°18'00" West, 25.99 feet;

In a northwesterly direction, with said tangent curve to the right, an arc distance of 26.52 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set at the beginning of a compound curve to the right with a radius of 338.00 feet, a central angle of 21°18'24", and a chord bearing and distance of North 10°39'12" West, 124.97 feet;

In a northwesterly direction, with said compound curve to the right, an arc distance of 125.69 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

North 00°00'00" East, a distance of 848.25 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

North 03°48'51" East, a distance of 150.33 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

North 00°00'00" East, a distance of 125.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the south corner of aforesaid corner clip at the intersection of the easterly right-of-way line of said South Coleman Street with the southerly right-of-way line of said Lovers Lane, same also being the westerly northwest corner of said Gates of prosper, Phase 2, Block A, Lots 1-14;

THENCE North 45°00'00" East, departing the easterly right-of-way line of said South Coleman Street, along the easterly line of said Gates of Prosper, Phase 2, Block A, lots 1-14, and along said corner clip, a distance of 35.36 feet; to the **POINT OF BEGINNING** and containing 52.114 acres (2,270,076 square feet) of land, more or less.

PROPERTY DESCRIPTION

BLOCK B, LOT 1

BEING a tract of land situated in the Ben Renison (Rennison) Survey, Abstract No. 755, Town of Prosper, Collin County, Texas, and being all of Block B, Lot 1 of Gates of Prosper, Phase 2, Block B, Lot 1, and Addition to the Town of Prosper, Collin County, Texas, according to the Final Plat thereof recorded in Volume 2021, Page 92 of the Plat Records of Collin County, Texas, and being more particularly described as follows:

EXHIBIT B / Metes and Bounds

PROPERTY DESCRIPTION

32.875 Acres

BEING a tract of land situated in the John Yarnel Survey, Abstract No. 1038 and the Ben Renison Survey, Abstract No. 755, Town of Prosper, Collin County, Texas, and being a portion of Lot 2, Block B of Gates of Prosper, Phase 2, Block B, Lot 2 & Block C, Lot 1, an Addition to the Town of Prosper, Collin County, Texas, according to the revised Conveyance Plat thereof recorded in Volume 2022, Page 755 of the Plat Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod with plastic cap stamped "KHA" found at the intersection of the northwesterly right-of-way line of State Highway No. 289 (also known as Preston Road)(variable width right-of-way) with the northerly right-of-way line of U.S. Highway No. 380 (also known as University Drive)(variable width right-of-way), same being the southerly southeast corner of said Lot 2;

THENCE South 89°12'09" West, along the northerly right-of-way line of said U.S. Highway No. 380 and along the southerly line of said Lot 2, a distance of 102.62 feet to a point at the beginning of a non-tangent curve to the left with a radius of 233.10 feet, a central angle of 11°42'36", and a chord bearing and distance of North 85°16'11" West, 47.56 feet;

THENCE departing the northerly right-of-way line of said U.S. Highway No. 380 and the southerly line of said Lot 2, crossing said Lot 2, the following courses and distances:

In a northwesterly direction, with said non-tangent curve to the left, an arc distance of 47.64 feet to a point for corner;

South 89°11'05" West, a distance of 219.97 feet to a point for corner;

North 45°24'28" West, a distance of 35.10 feet to a point for corner;

North 00°00'00" East, a distance of 540.55 feet to a point at the beginning of a tangent curve to the left with a radius of 695.00 feet, a central angle of 00°46'22", and a chord bearing and distance of North 00°23'11" West, 9.37 feet;

In a northwesterly direction, with said tangent curve to the left, an arc distance of 9.37 feet to a point for corner;

North 01°22'45" West, a distance of 149.48 feet to a point for corner;

North 06°35'33" West, a distance of 125.00 feet to a point for corner;

North 35°37'22" East, a distance of 37.03 feet to a point at the beginning of a non-tangent curve to the left with a radius of 695.00 feet, a central angle of 76°48'27", and a chord bearing and distance of North 38°24'14" East, 863.47 feet;

In a westerly direction, with said non-tangent curve to the left, an arc distance of 931.68 feet to a point for corner;

THENCE North 00°00'00" East, continuing across said Lot 2, a distance of 67.89 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for corner on the northerly line of said Lot 2, being on the easterly right-of-way line of South Coleman Street, a variable width right-of-way, as created in the Gates of Prosper, Phase 2, Block A, Lot 1, an Addition to the Town of Prosper, according to the Conveyance Plat thereof recorded in Volume 2019, Page 252 of the Map Records of Collin County, Texas, same being at the beginning of a tangent curve to the left with a radius of 546.00 feet, a central angle of 06°58'57", and a chord bearing and distance of North 03°29'29" West, 66.50 feet;

THENCE in a westerly direction, along the northerly line of said Lot 2 and along the easterly right-of-way line of said South Coleman Street, with said tangent curve to the left, an arc distance of 66.54 feet to a 5/8 inch iron rod with plastic cap stamped KHA found for corner;

THENCE North 06°58'57" West, continuing along the northerly line of said Lot 2 and the easterly right-of-way line of said South Coleman Street, a distance of 35.50 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found at the beginning of a tangent curve to the right with a radius of 83.00 feet, a central angle of 35°41'21", and a chord bearing and distance of North 10°51'43" East, 50.87 feet;

THENCE in a northeasterly direction, continuing along the northerly line of said lot 2 and the easterly right-of-way line of said South Coleman Street, with said tangent curve to the right, an arc distance of 51.70 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found at the intersection of the easterly right-of-way line of said South Coleman Street with the southerly right-of-way line of Richard Boulevard, a variable width right-of-way, as created in said Gates of Prosper, Block A, Lot 1;

THENCE continuing along the northerly line of said Lot 2 and along the southerly right-of-way line of said Richard Boulevard, the following courses and distances:

North 28°42'24" East, a distance of 36.82 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found at the beginning of a tangent curve to the right with a radius of 38.00 feet, a central angle of 39°59'13", and a chord bearing and distance of North 48°42'00" East, 25.99 feet;

In a northeasterly direction, with said tangent curve to the right, an arc distance of 26.52 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found at the beginning of a compound curve to the right with a radius of 338.00 feet, a central angle of 21°18'24", and a chord bearing and distance of North 79°20'48" East, 124.97 feet;

In a northeasterly direction, with said compound curve to the right, an arc distance of 125.69 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for corner;

North 90°00'00" East, a distance of 494.22 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found at the beginning of a tangent curve to the right with a radius of

EXHIBIT B / Metes and Bounds

805.00 feet, a central angle of 03°19'52", and a chord bearing and distance of South 88°20'04" East, 46.80 feet;

In a southeasterly direction, with said tangent curve to the right, an arc distance of 46.80 feet to the northwest corner of Lot 1, Block B of Gates of Prosper, Phase 2, Block B, Lot 1, an Addition to the Town of Prosper, Collin County, Texas, according to the Final Plat thereof recorded in Volume 2021, Page 92 of the Plat Records of Collin County, Texas, common to a northeast corner of said Lot 2;

THENCE departing the southerly right-of-way line of said Richard Boulevard, along the easterly line of said Lot 2 and along the westerly line of said Lot 1, the following courses and distances:

South 00°00'00" East, a distance of 27.94 feet to a point at the beginning of a non-tangent curve to the right with a radius of 42.00 feet, a central angle of 54°54'25", and a chord bearing and distance of South 27°50'53" West, 38.73 feet;

In a southwesterly direction, with said non-tangent curve to the right, an arc distance of 40.25 feet to a point for corner the beginning of a reverse curve to the left with a radius of 42.00 feet, a central angle of 55°17'38", and a chord bearing and distance of South 27°39'16" West, 38.98 feet;

In a southwesterly direction, with said reverse curve to the left, an arc distance of 40.53 feet to a point for corner;

South 00°00'00" West, a distance of 166.26 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for corner;

North 90°00'00" East, a distance of 18.65 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found at the beginning of a non-tangent curve to the left with a radius of 632.50 feet, a central angle of 27°58'38", and a chord bearing and distance of South 22°38'40" East, 305.78 feet;

In a southeasterly direction, with said non-tangent curve to the left, an arc distance of 308.84 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for corner;

South 00°00'00" East, a distance of 30.75 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for the southwest corner of said Lot 1;

THENCE North 90°00'00" East, continuing along the easterly line of said Lot 2 and along the southerly line of said Lot 1, a distance of 43.41 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for corner;

THENCE South 52°46'40" East, continuing along the easterly line of said Lot 2 and the southerly line of said Lot 1, a distance of 64.55 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for the southeast corner of said Lot 1, being on the northwesterly right-of-way line of state Highway 289 (Preston Road), as dedicated in a Deed to the State of Texas,

recorded in Instrument No. 20110818000872270 of the Official Public Records of Collin County, Texas;

THENCE continuing along the easterly line of said Lot 2 and along the northwesterly right-of-way line of said State Highway 289 (Preston Road), the following courses and distances:

South 37°09'28" West, a distance of 348.81 feet to a point for corner;

South 44°07'24" West, a distance of 418.54 feet to a point for corner;

North 60°08'40" West, a distance of 32.61 feet to a point for corner;

North 16°37'20" West, a distance of 93.29 feet to a 5/8 inch iron rod found for corner;

South 89°43'04" West, a distance of 59.48 feet to a 5/8 inch iron rod found for corner;

South 10°42'09" West, a distance of 261.71 feet to an aluminum TxDot right-of-way monument found for corner;

South 42°38'30" West, a distance of 436.76 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for corner;

South 13°02'09" West, a distance of 142.64 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for corner;

South 51°12'09" West, a distance of 62.97 feet to the **POINT OF BEGINNING** and containing 32.857 acres (1,431,263 square feet) of land, more or less.

EXHIBIT C-1 / Elevations - Sign Details

▲ TYPE A - UNIFIED DEVELOPMENT MONUMENT SIGN - 12'-0"
PROVIDED **9 SIGNS**

Per code:

1. 15' minimum setback required.
2. 24" minimum base required.
3. 1' masonry with mortar border around all sides required.

Deviation from code:

1. Sign design does not meet 1' masonry with mortar border around all sides.

Per MD20-0001:

1. Signs 01, 02, 03, 08, 12, and 15 have been previously approved.
2. Signs 22, 26, and 36 are seeking approval.

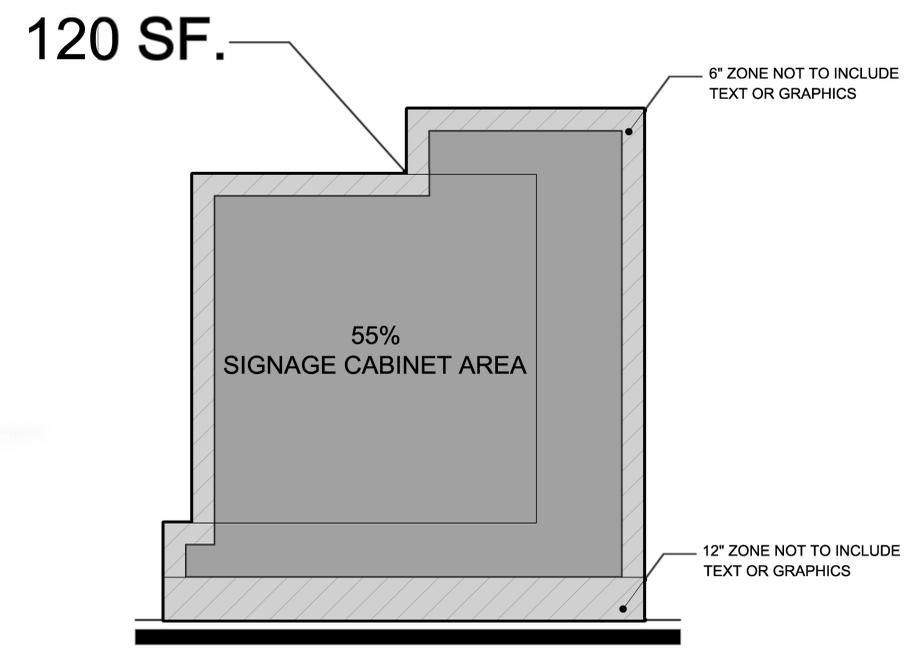
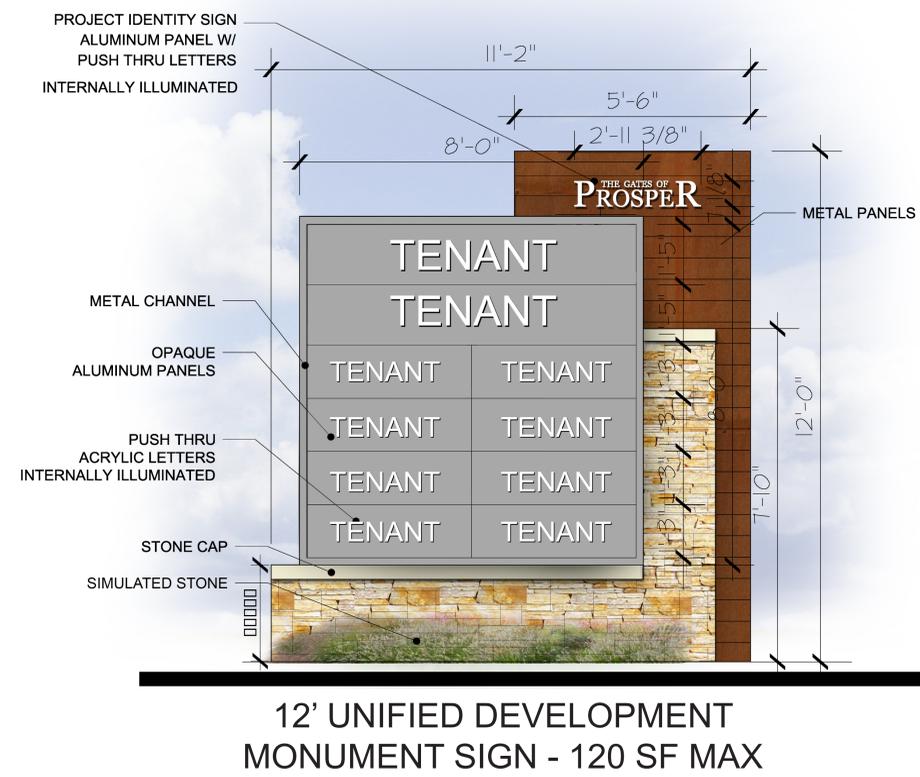


EXHIBIT C-2 / Elevations - Sign Details

TYPE B - UNIFIED DEVELOPMENT MONUMENT SIGN - 20'-0"
PROVIDED 1 SIGNS

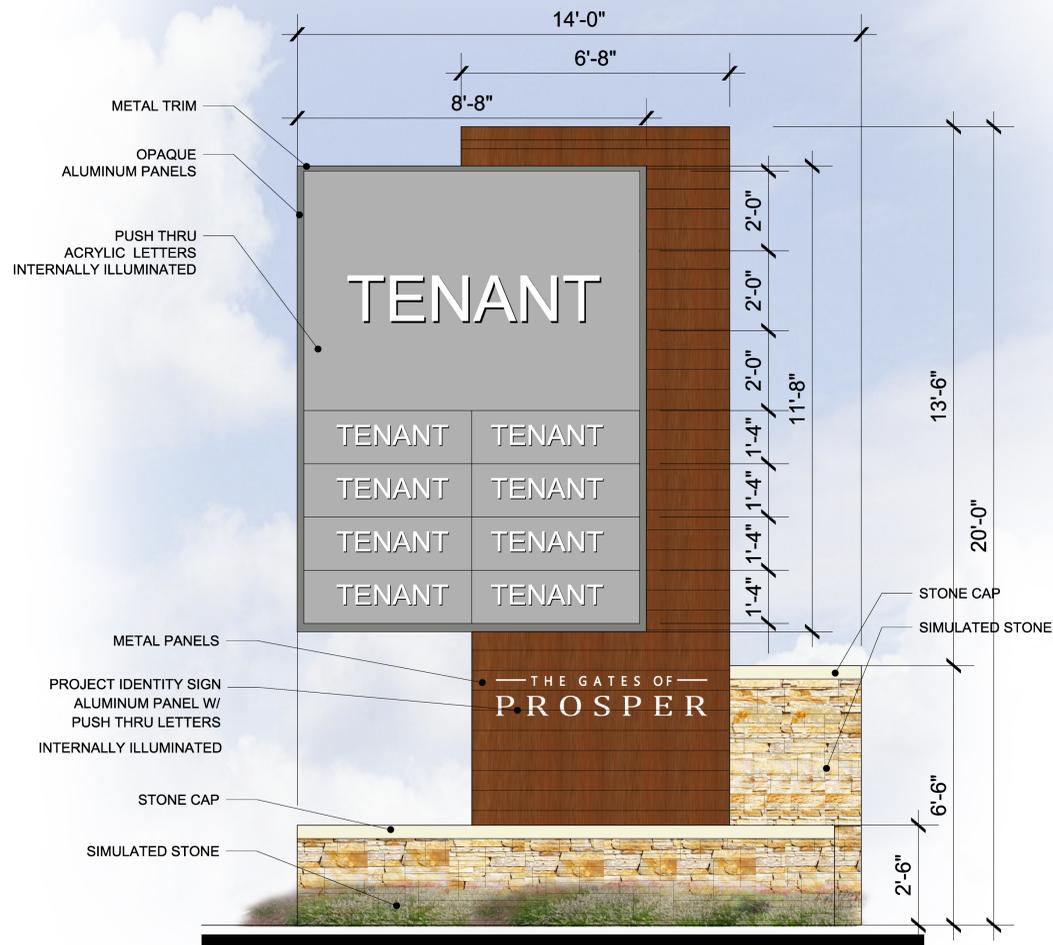
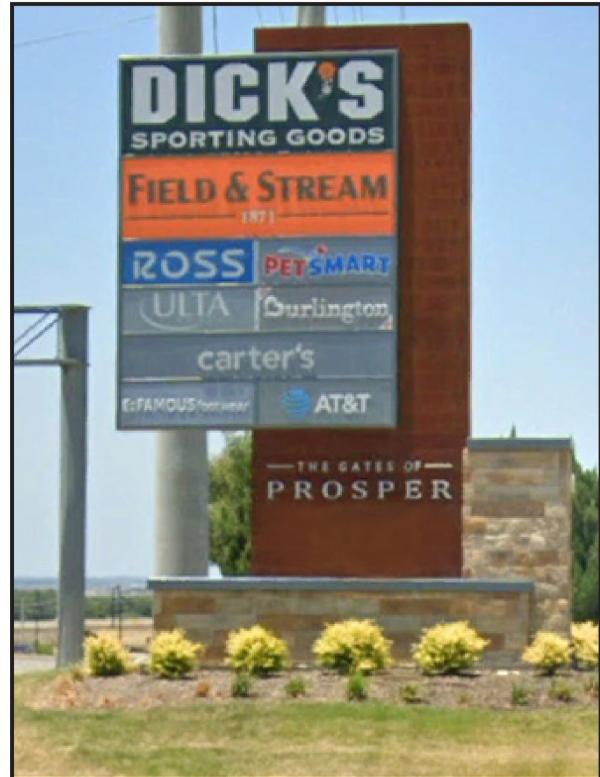
Per code:

- 1. 15' minimum setback required.
- 2. 24" minimum base required.
- 3. 1' masonry with mortar border around all sides required.

Deviation from code:

- 1. Sign design does not meet 1' masonry with mortar border around all sides.
- 2. Sign exceeds 240 SF maximum allowed per ordinance.

EXISTING SIGN ON HW 380



20' UNIFIED DEVELOPMENT MONUMENT SIGN - 120 SF MAX

212 SF

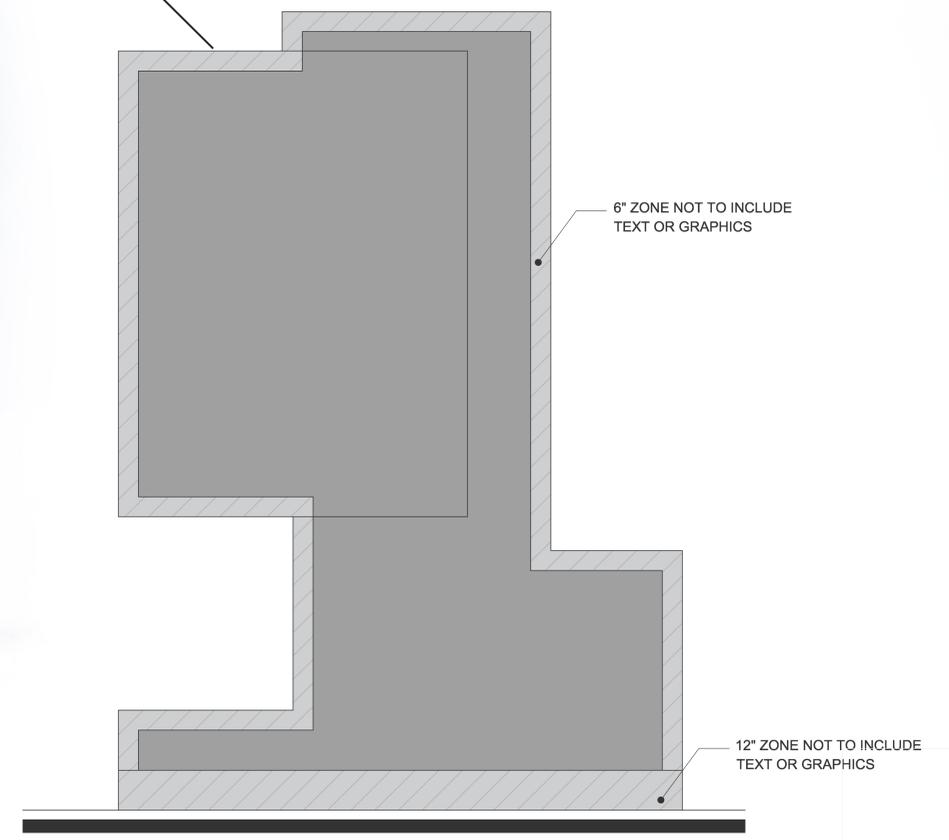


EXHIBIT C-3 / Elevations - Sign Details

TYPE C - MONUMENT SIGN PROVIDED **25 SIGNS**

Per code:

1. 15' minimum setback required.
2. 24" minimum base required.
3. 1' masonry with mortar border around all sides required.

Deviation from code:

1. Sign design does not meet 1' masonry with mortar border around all sides.
2. Sign exceeds 64 SF maximum allowed per ordinance.

Per MD20-0001:

1. Signs 04, 05, 06, 07, 09, and 10 have been previously approved.
2. Signs 13, 14, 16, 17, 18, 19, 21, 23, 24, 25, 27, 28, 30, 31, 32, 33, 34, 35, and 37 are seeking approval.

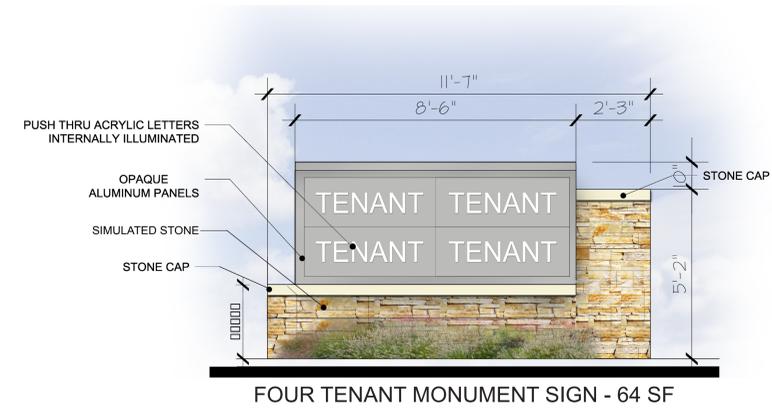
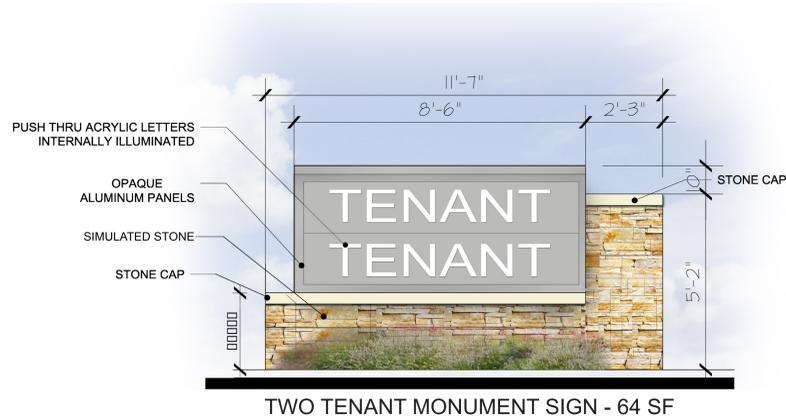
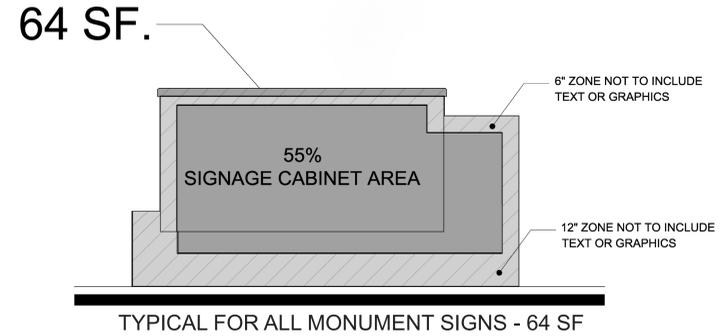
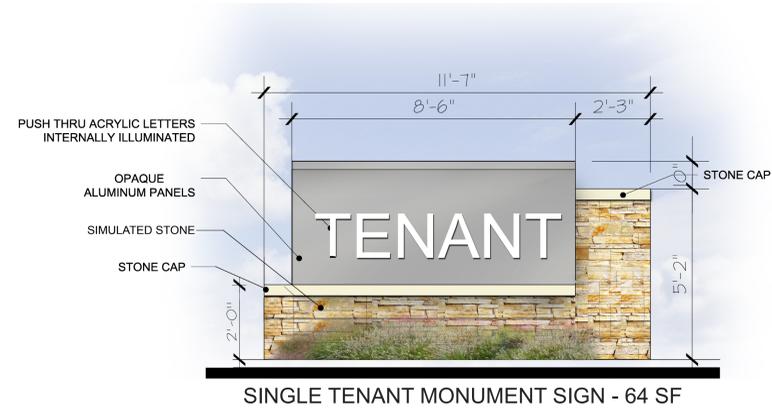


EXHIBIT C-4 / Elevations - Sign Details

TYPE D - DEVELOPMENT IDENTITY "GATES OF PROSPER" SIGN - 5'-0"
PROVIDED 2 SIGNS

SIGN 11 - EXISTING

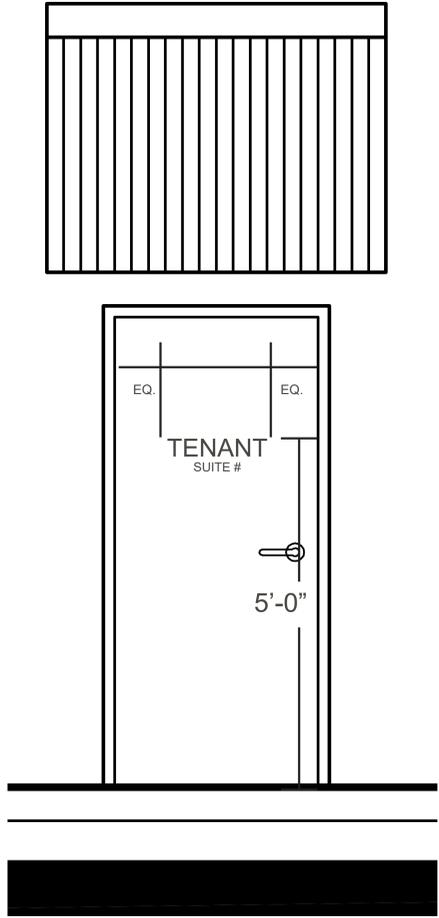


SIGN 20 - EXISTING



EXHIBIT C-5 / Elevations - Sign Details

Per code, no deviations. No permit required for this type of sign.
For reference only.



TYPICAL REAR ENTRY SIGN - N.T.S.

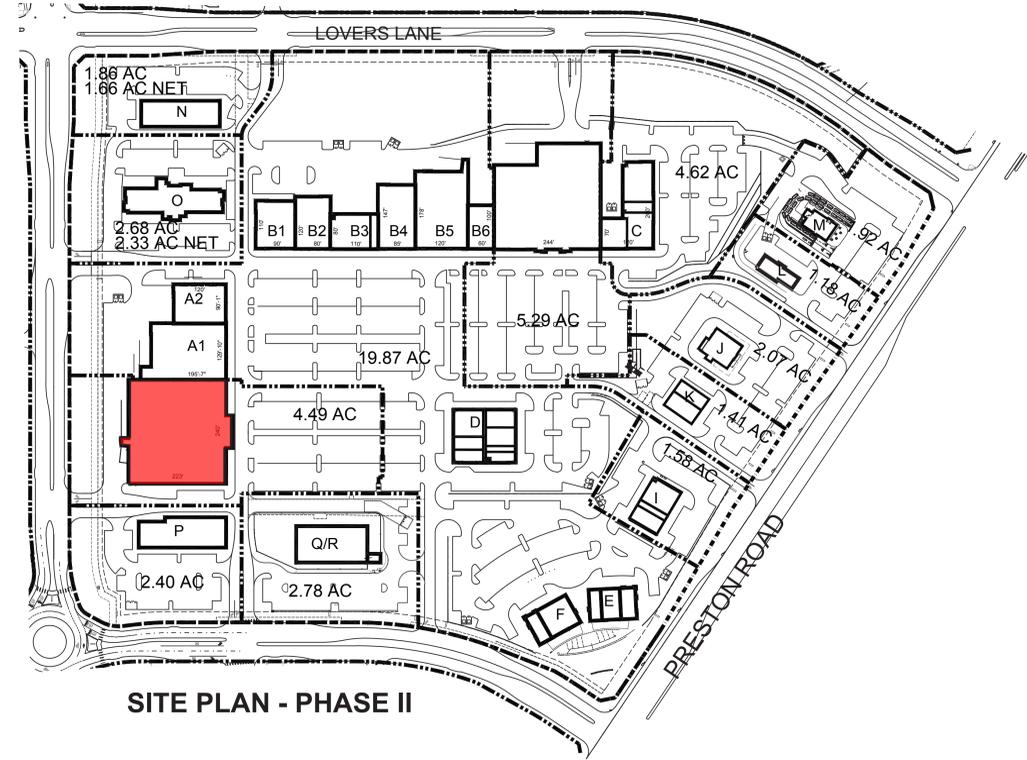


TYPEFACE:
ARIAL
 Sherwin Williams
 SW7675 Sealskin
 RGB: R-73, G-69, B-64

TYPICAL REAR ENTRY LETTER DETAIL - N.T.S.

EXHIBIT C-6 / Elevations - Sign Details

- BUILDING ELEVATIONS ARE FOR REFERENCE ONLY.

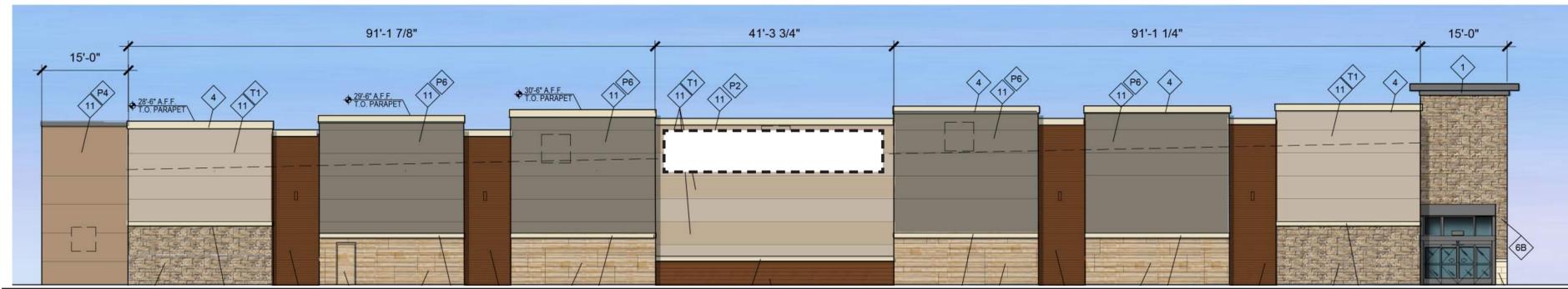


SITE PLAN - PHASE II



BUILDING A - EAST ELEVATION

ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

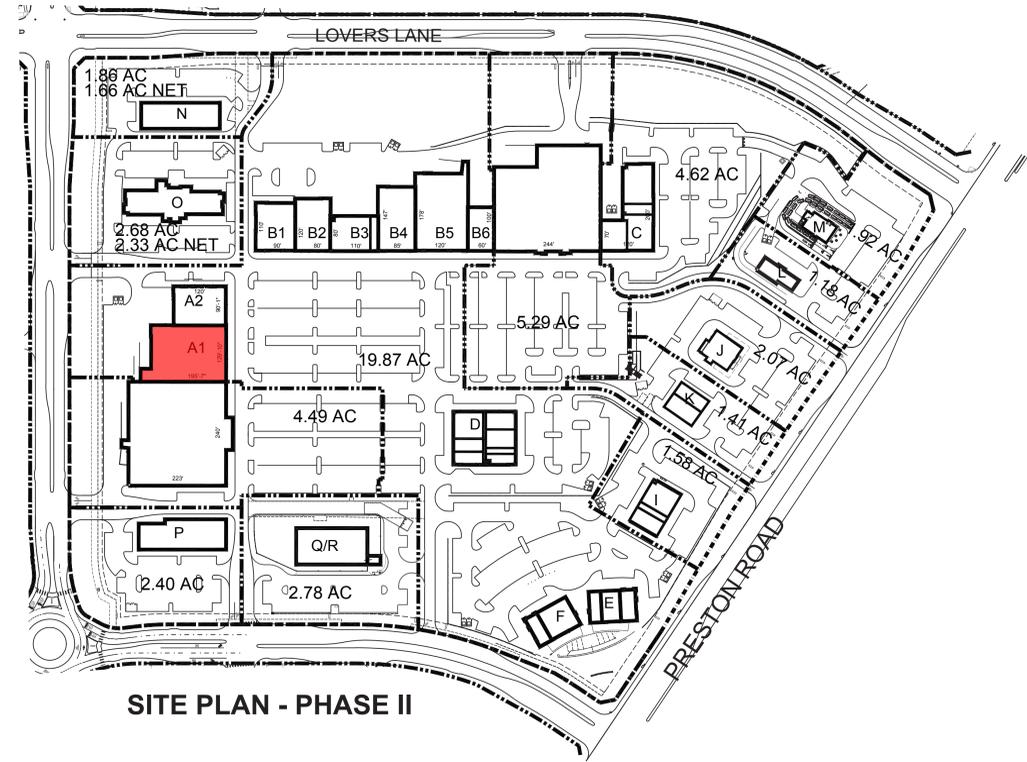


BUILDING A - SOUTH ELEVATION

ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

EXHIBIT C-7 / Elevations - Sign Details

- BUILDING ELEVATIONS ARE FOR REFERENCE ONLY.

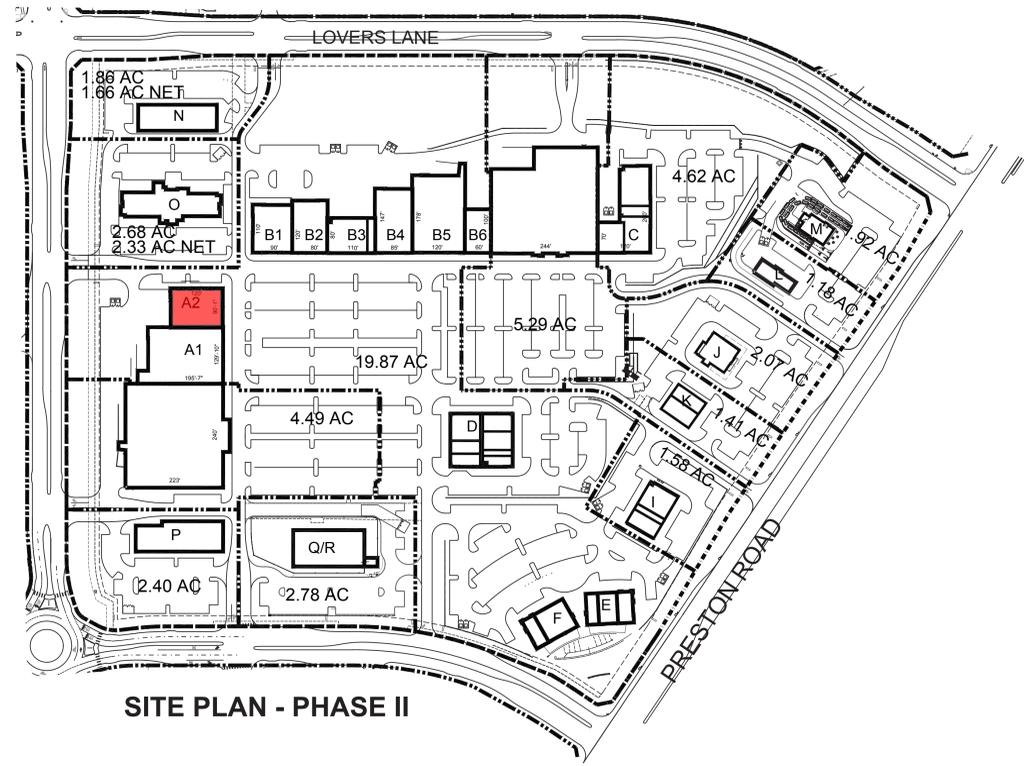


BUILDING A-1 - EAST ELEVATION

ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

EXHIBIT C-8 / Elevations - Sign Details

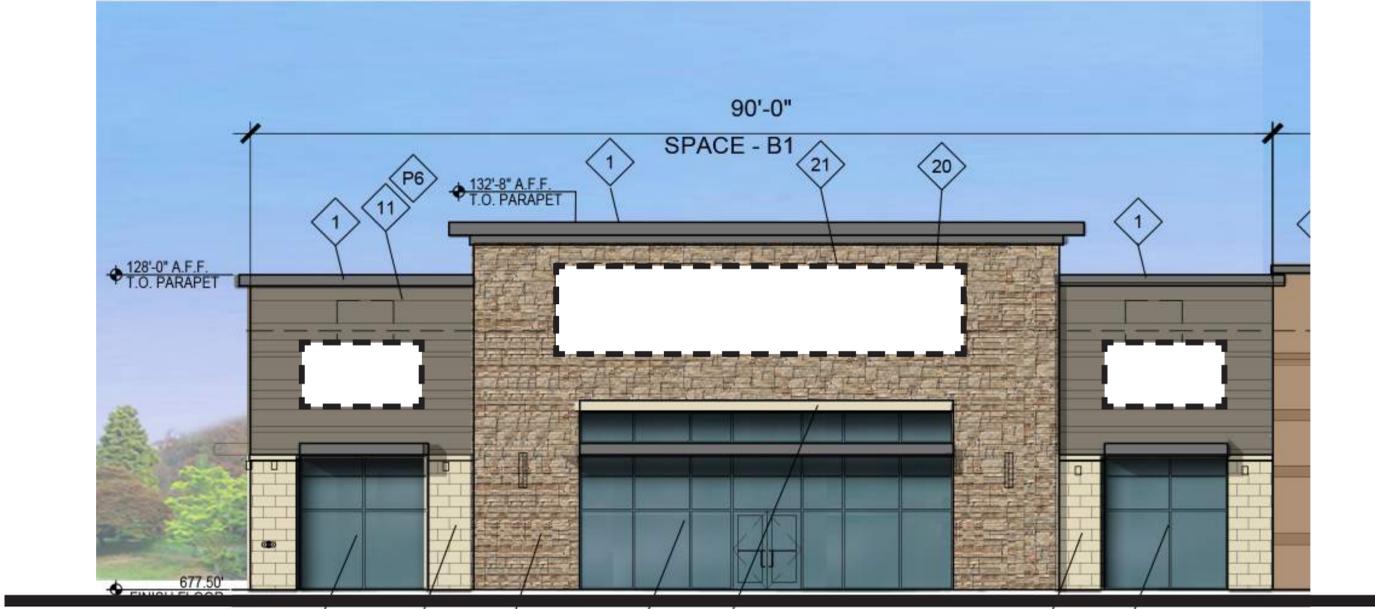
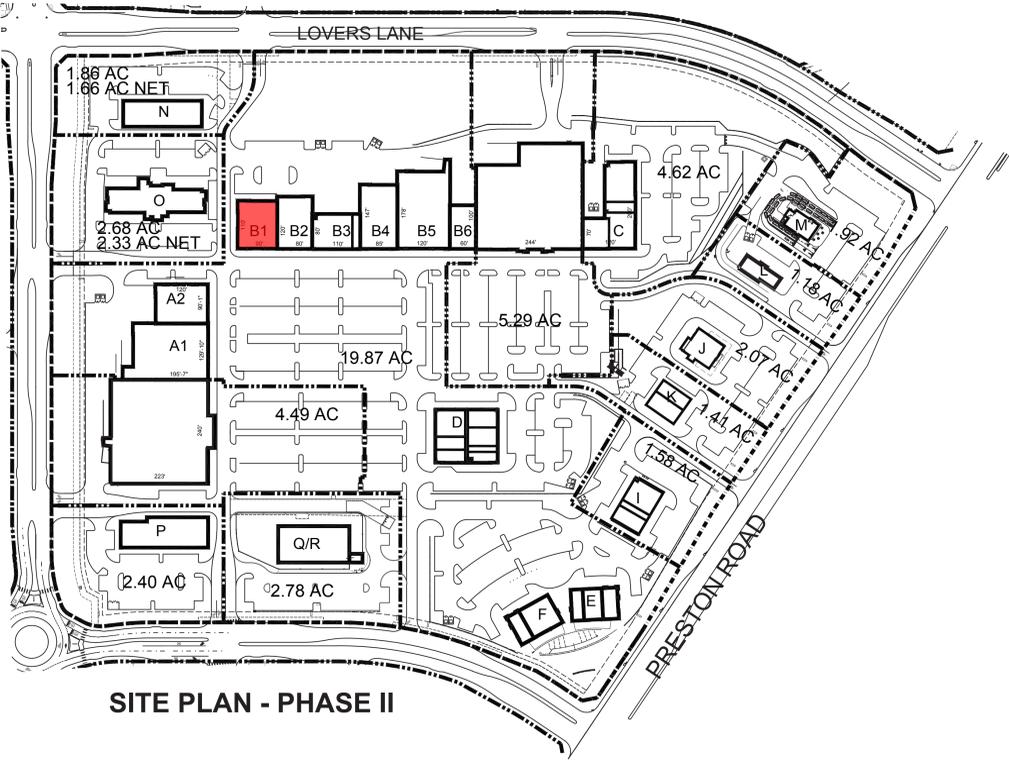
- BUILDING ELEVATIONS ARE FOR REFERENCE ONLY.



BUILDING A-2 - EAST ELEVATION
ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

EXHIBIT C-9 / Elevations - Sign Details

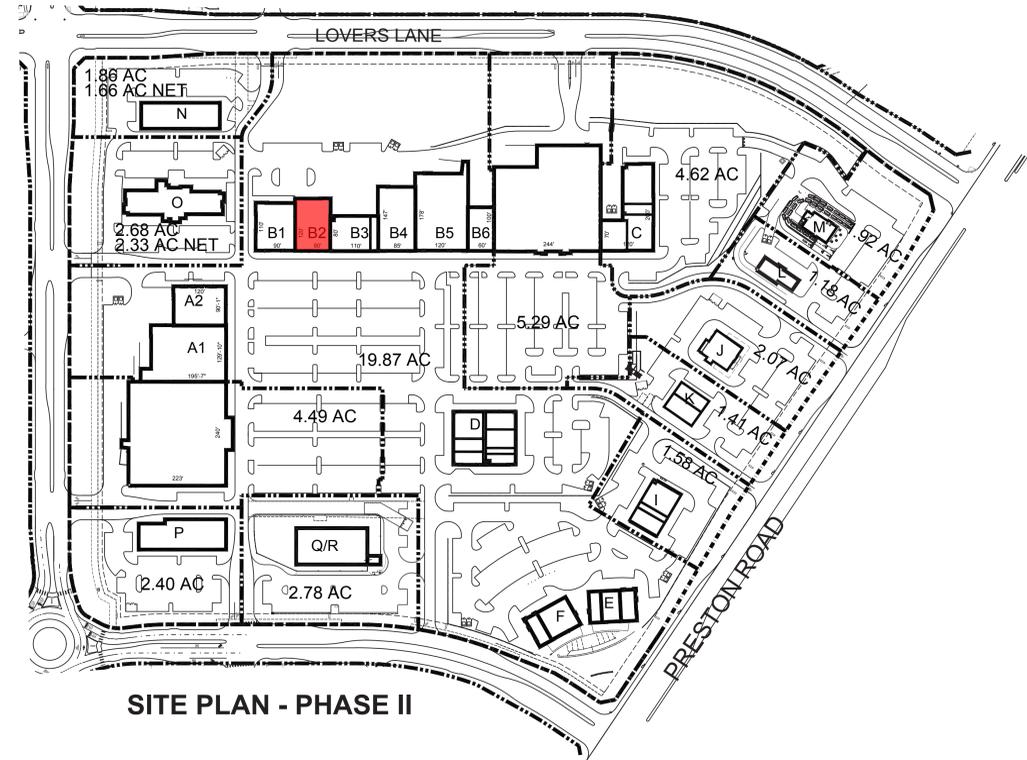
- BUILDING ELEVATIONS ARE FOR REFERENCE ONLY.



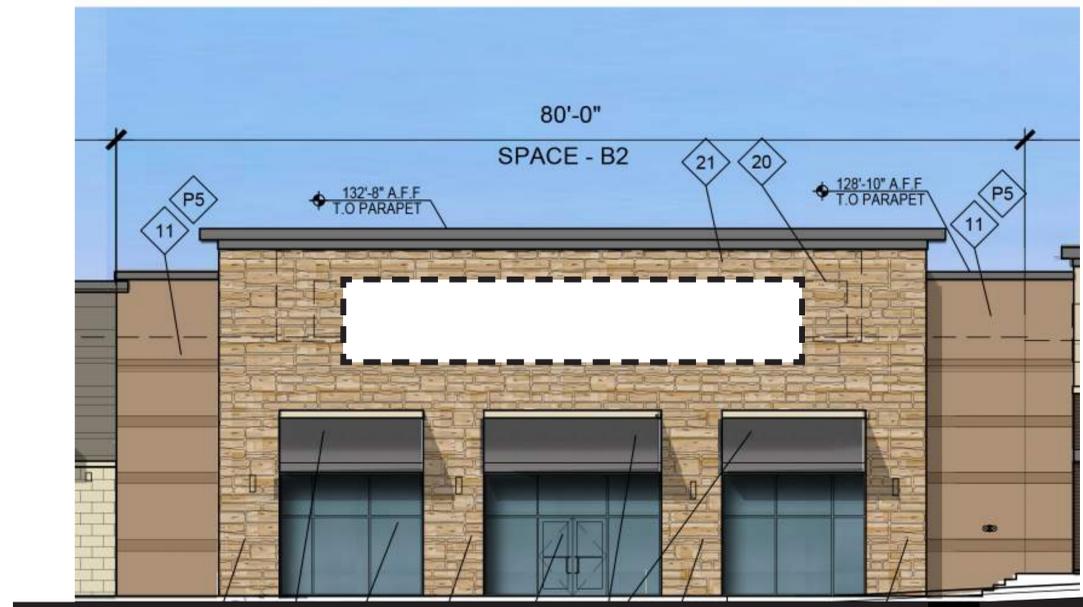
BUILDING B-1 - SOUTH ELEVATION
ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

EXHIBIT C-10 / Elevations - Sign Details

- BUILDING ELEVATIONS ARE FOR REFERENCE ONLY.



SITE PLAN - PHASE II

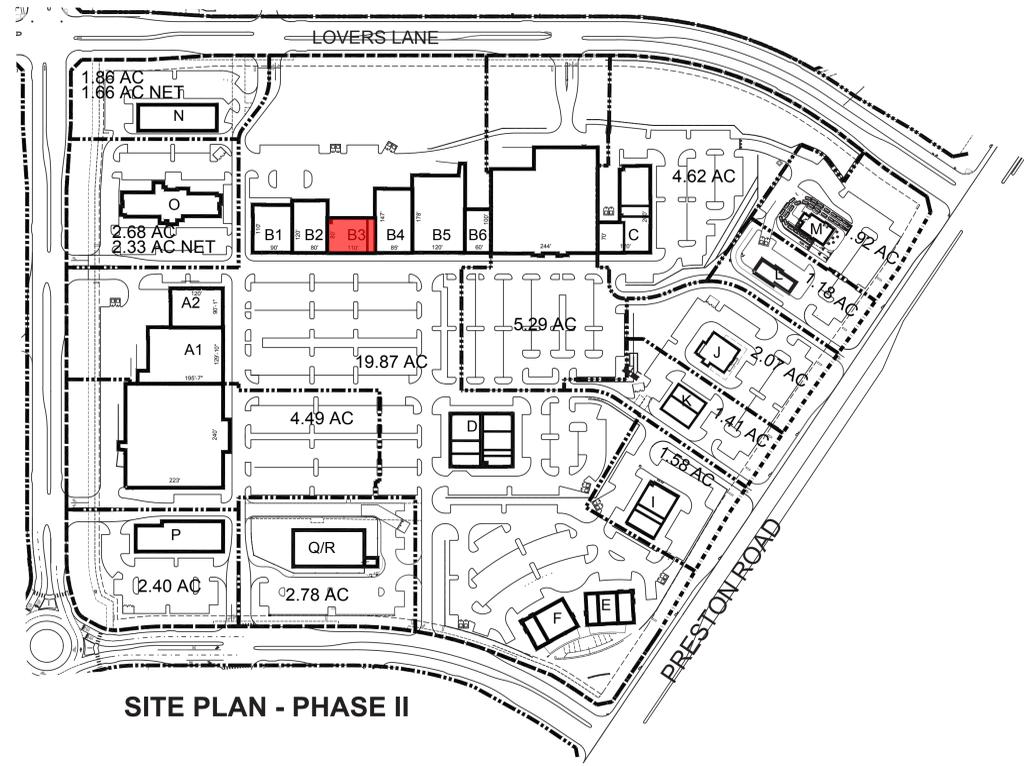


BUILDING B-2 - SOUTH ELEVATION

ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

EXHIBIT C-11 / Elevations - Sign Details

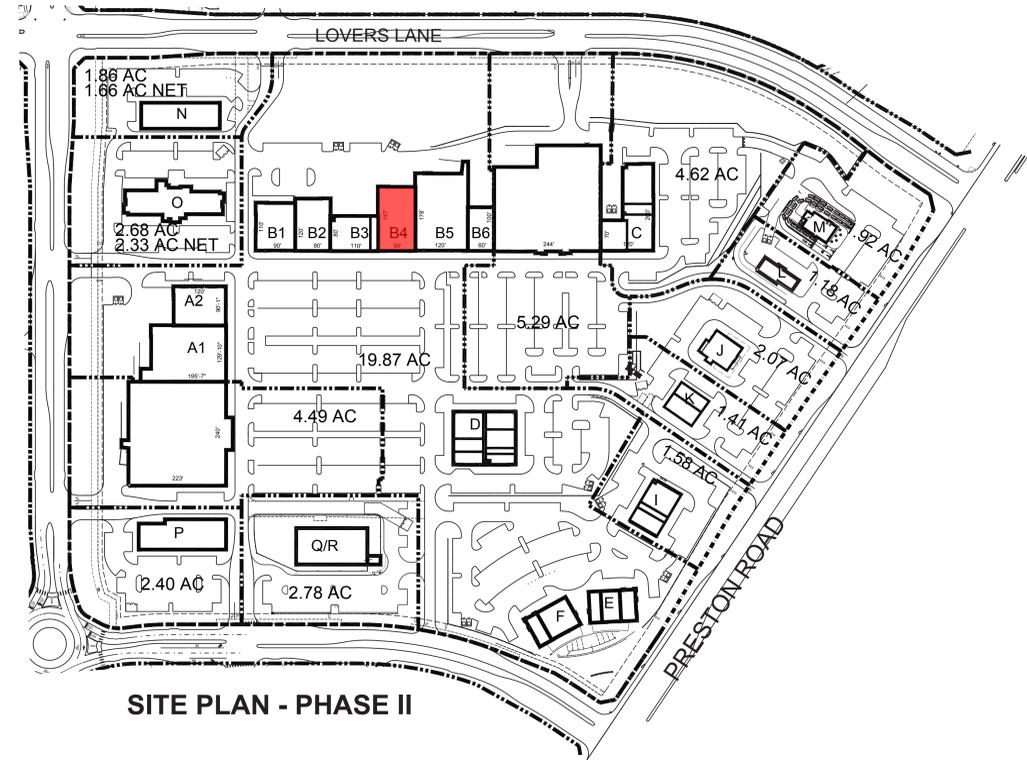
- BUILDING ELEVATIONS ARE FOR REFERENCE ONLY.



BUILDING B-3 - SOUTH ELEVATION
ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

EXHIBIT C-12 / Elevations - Sign Details

- BUILDING ELEVATIONS ARE FOR REFERENCE ONLY.



SITE PLAN - PHASE II

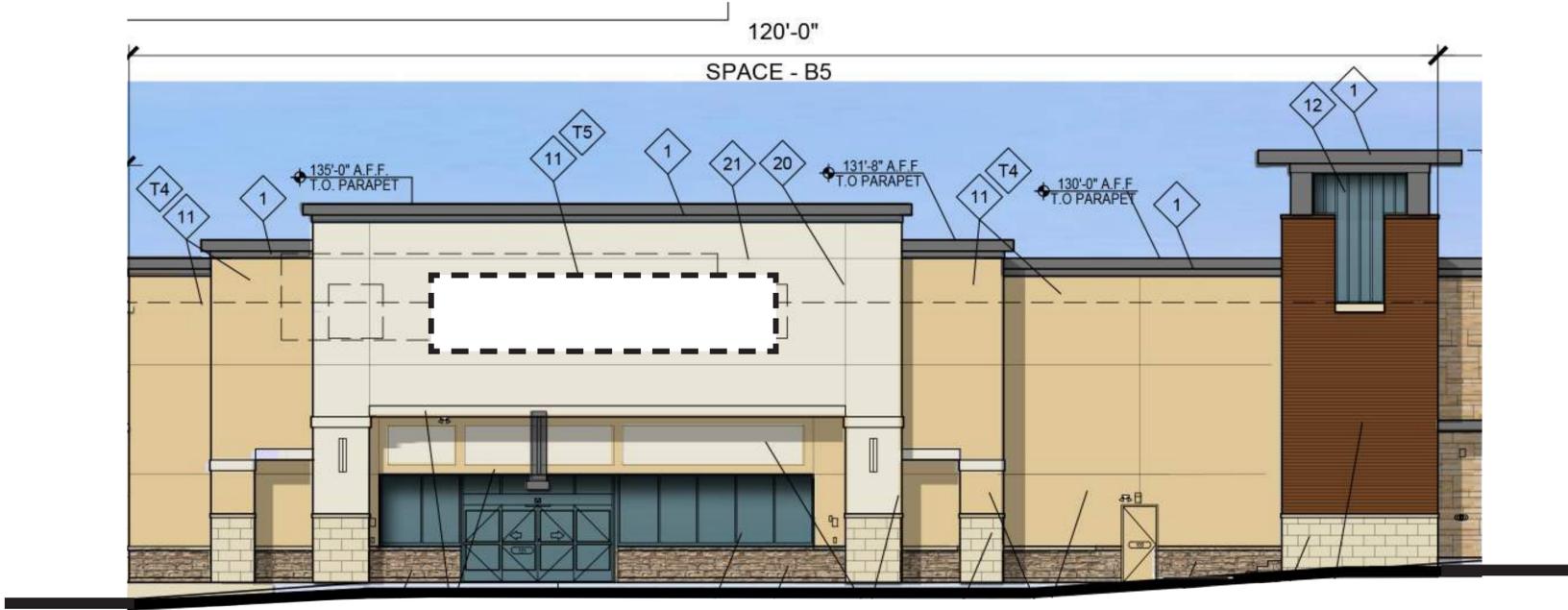
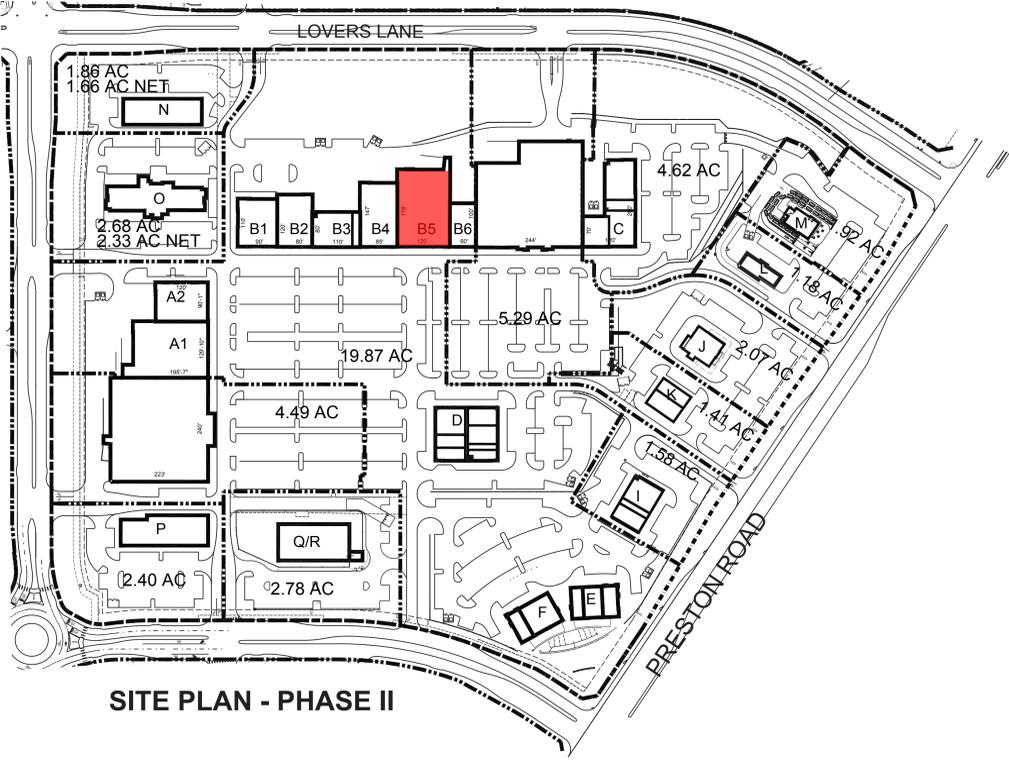


BUILDING B-4 - SOUTH ELEVATION

ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

EXHIBIT C-13 / Elevations - Sign Details

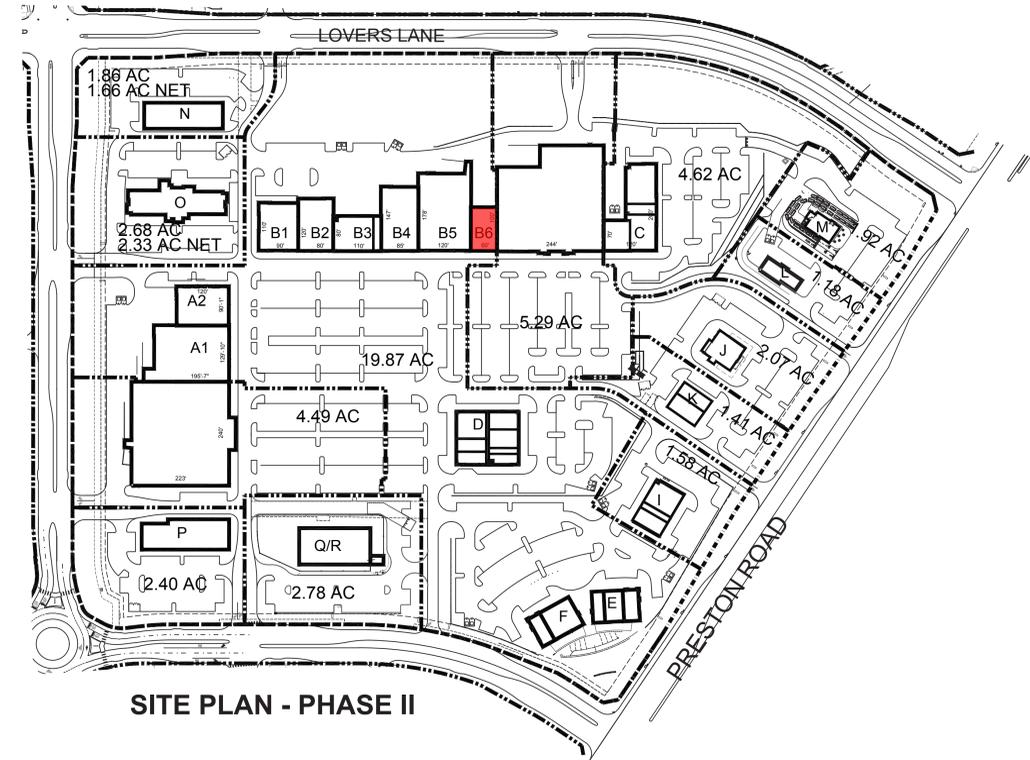
- BUILDING ELEVATIONS ARE FOR REFERENCE ONLY.



BUILDING B-5 - SOUTH ELEVATION
ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

EXHIBIT C-14 / Elevations - Sign Details

- BUILDING ELEVATIONS ARE FOR REFERENCE ONLY.



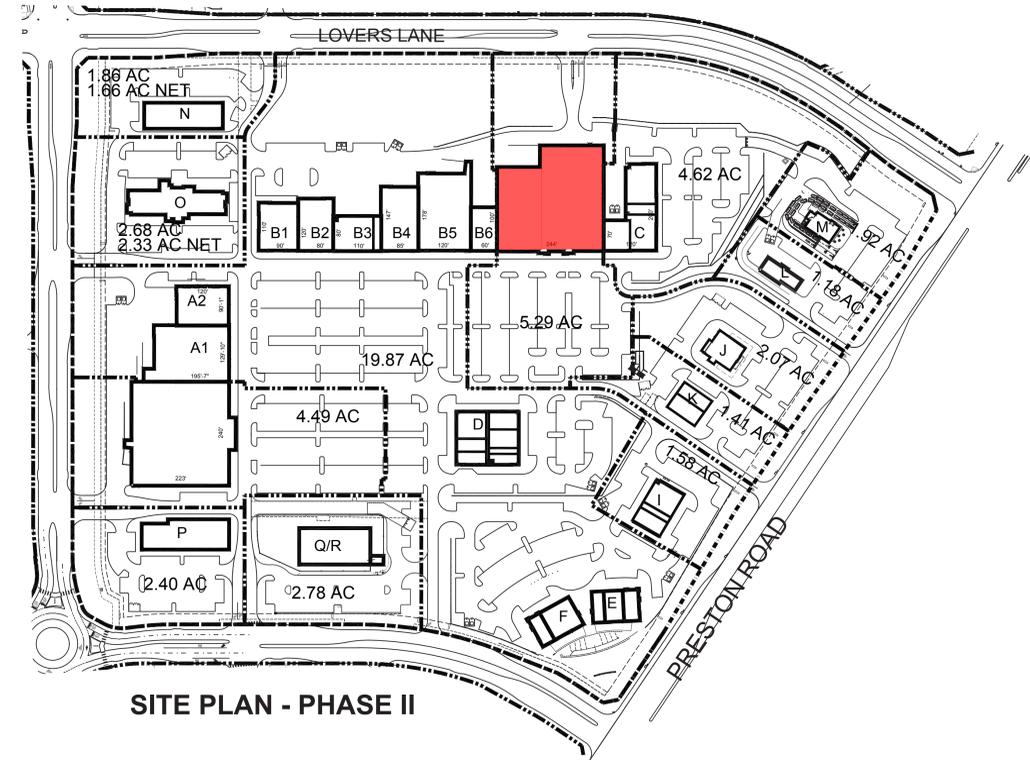
SITE PLAN - PHASE II



BUILDING B-6 - SOUTH ELEVATION
ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

EXHIBIT C-15 / Elevations - Sign Details

- BUILDING ELEVATIONS ARE FOR REFERENCE ONLY.



SITE PLAN - PHASE II

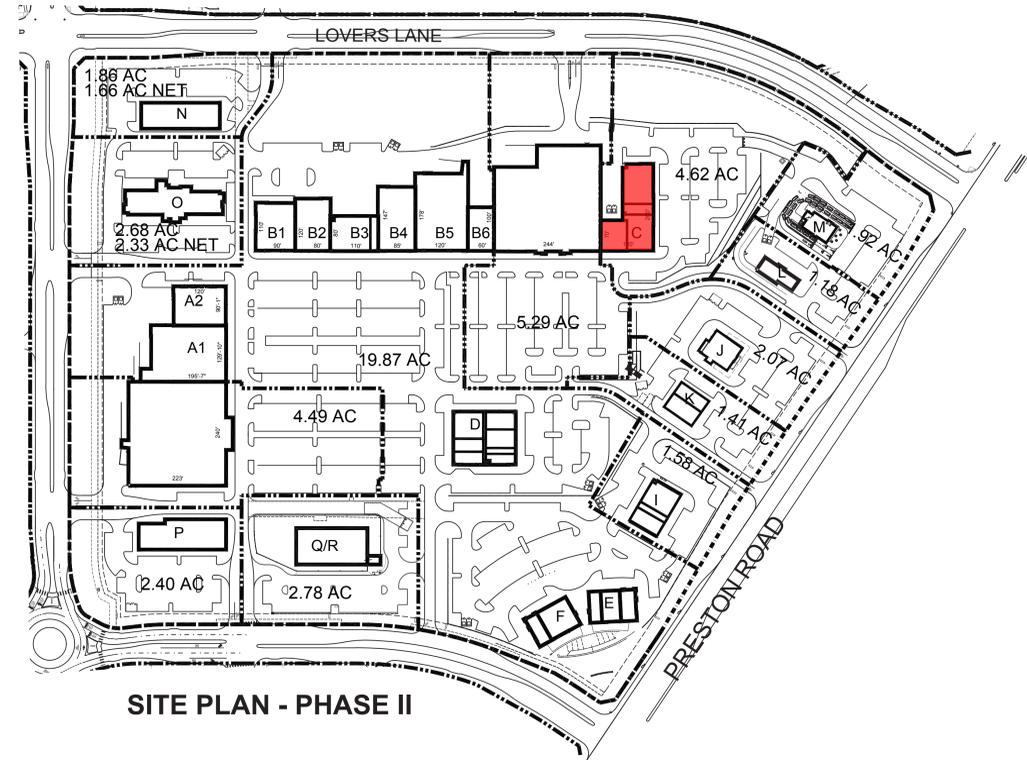


BUILDING C-1 - SOUTH ELEVATION

ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

EXHIBIT C-16 / Elevations - Sign Details

- BUILDING ELEVATIONS ARE FOR REFERENCE ONLY.

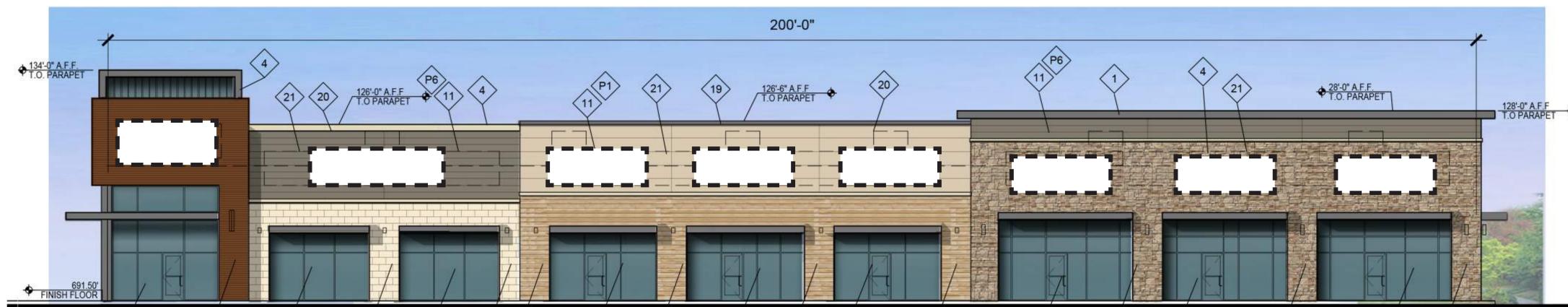


SITE PLAN - PHASE II



BUILDING C-2 - SOUTH ELEVATION

ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

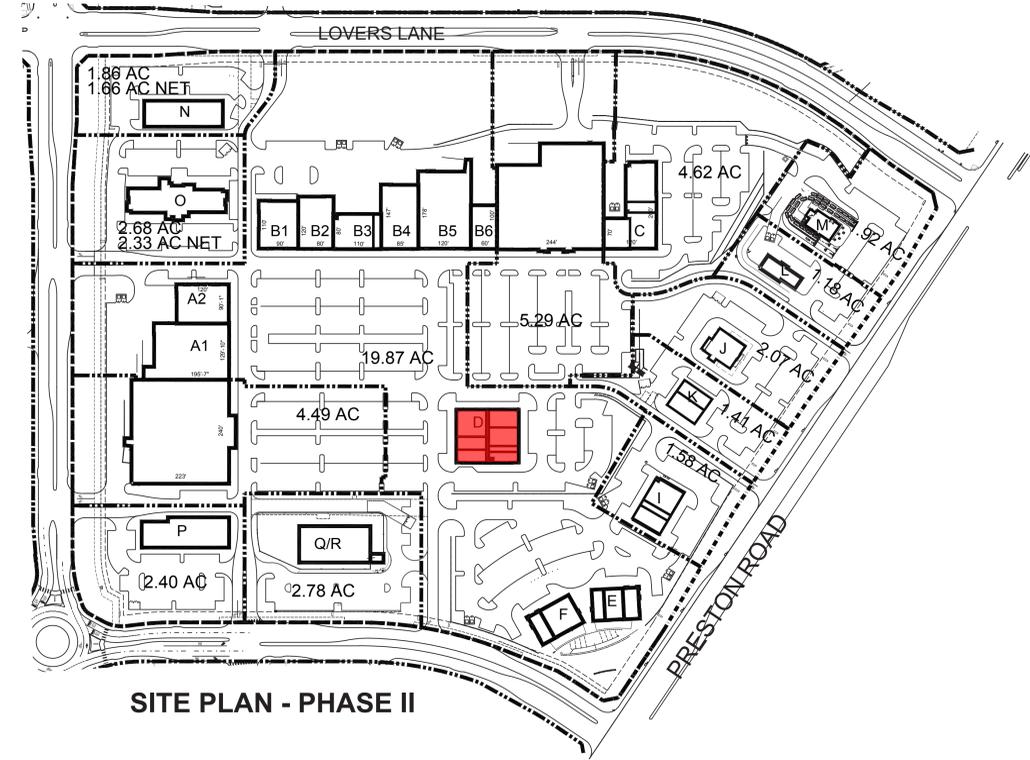


BUILDING C-2 - EAST ELEVATION

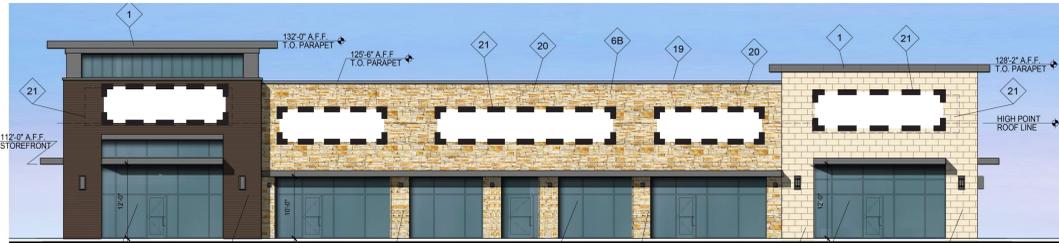
ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

EXHIBIT C-17 / Elevations - Sign Details

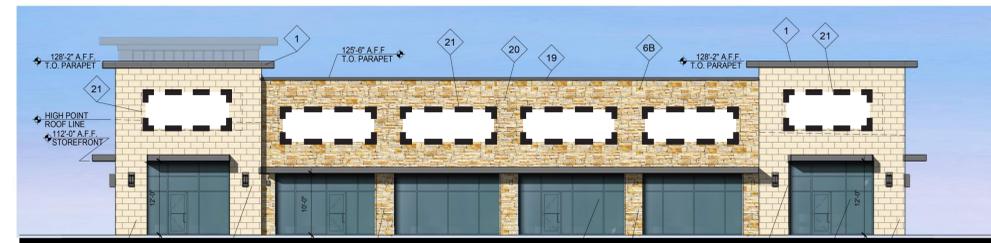
- BUILDING ELEVATIONS ARE FOR REFERENCE ONLY.



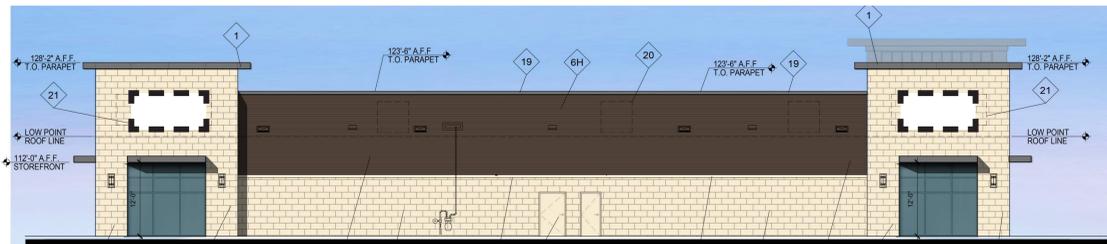
SITE PLAN - PHASE II



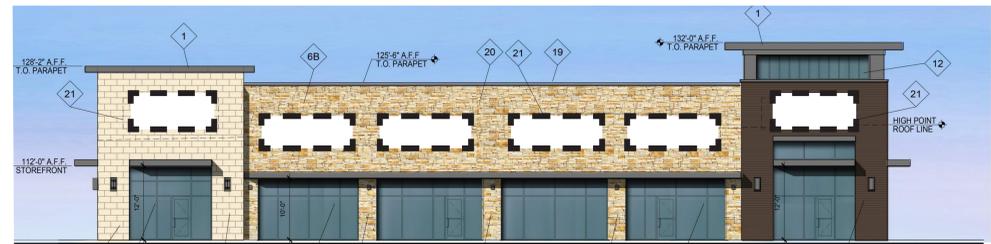
BUILDING D - FRONT ELEVATION
ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY



BUILDING D - SIDE A ELEVATION
ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY



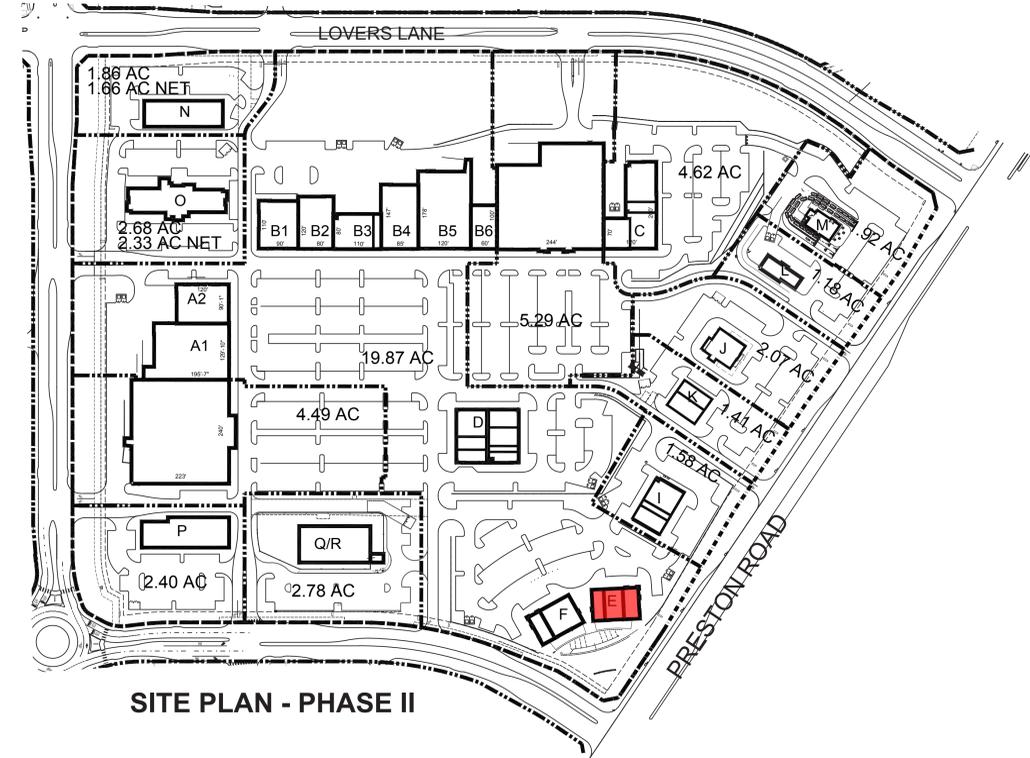
BUILDING D - REAR ELEVATION
ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY



BUILDING D - SIDE B ELEVATION
ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

EXHIBIT C-18 / Elevations - Sign Details

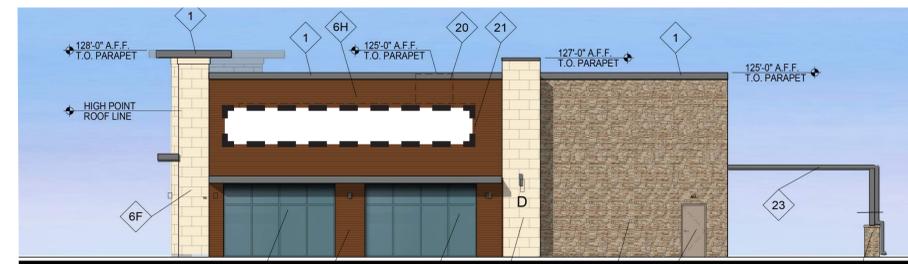
- BUILDING ELEVATIONS ARE FOR REFERENCE ONLY.



SITE PLAN - PHASE II



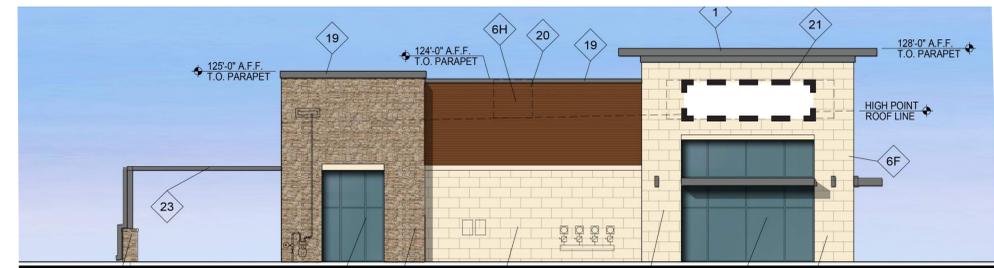
BUILDING E - FRONT ELEVATION
ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY



BUILDING E - SIDE A ELEVATION
ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY



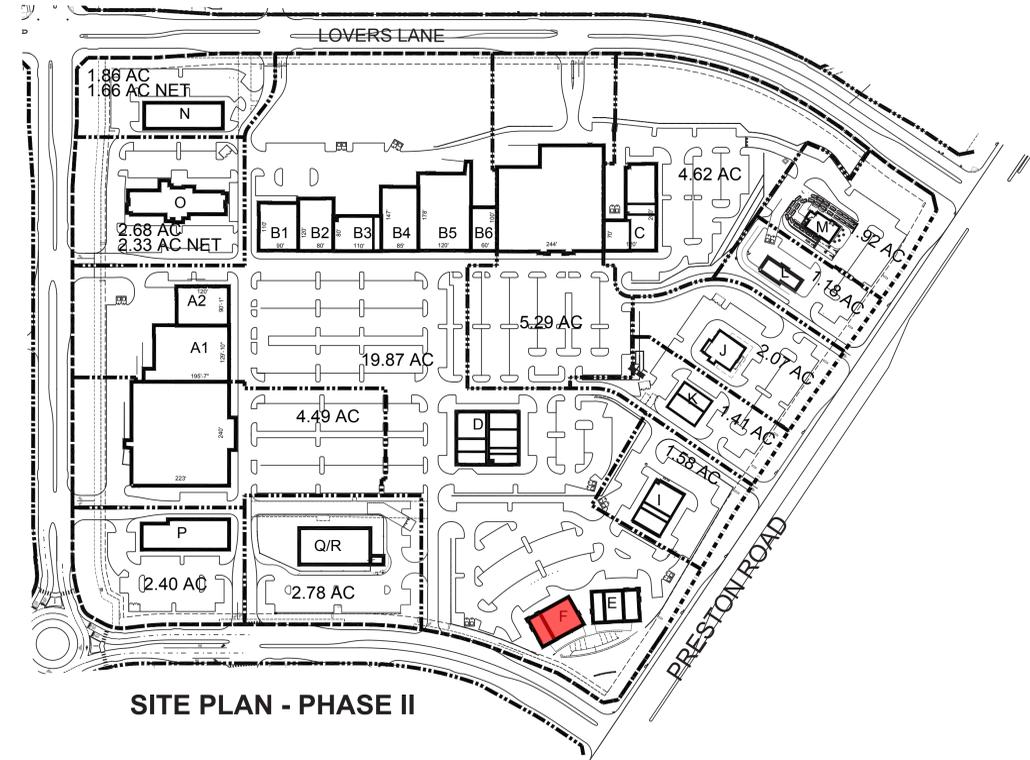
BUILDING E - REAR ELEVATION
ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY



BUILDING E - SIDE B ELEVATION
ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

EXHIBIT C-19 / Elevations - Sign Details

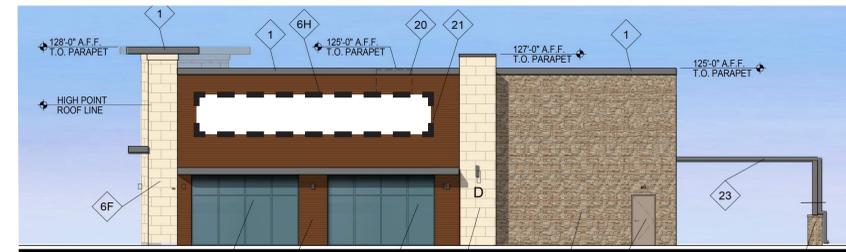
- BUILDING ELEVATIONS ARE FOR REFERENCE ONLY.



SITE PLAN - PHASE II



BUILDING F - FRONT ELEVATION
ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY



BUILDING F - SIDE A ELEVATION
ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY



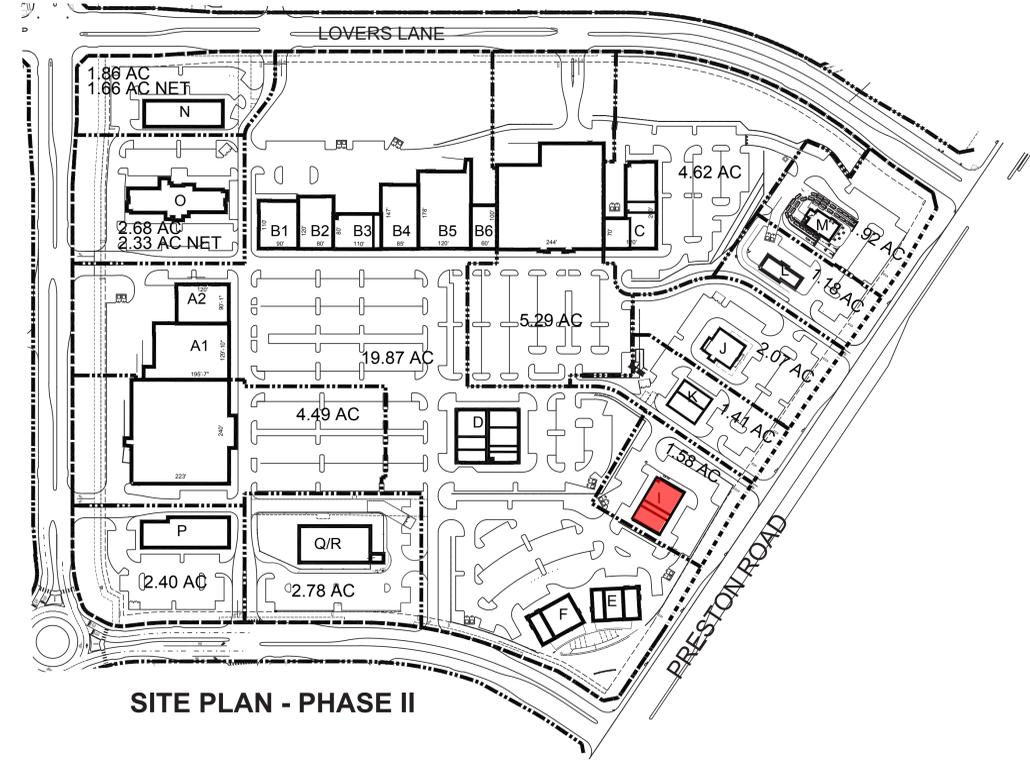
BUILDING F - REAR ELEVATION
ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY



BUILDING F - SIDE B ELEVATION
ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

EXHIBIT C-20 / Elevations - Sign Details

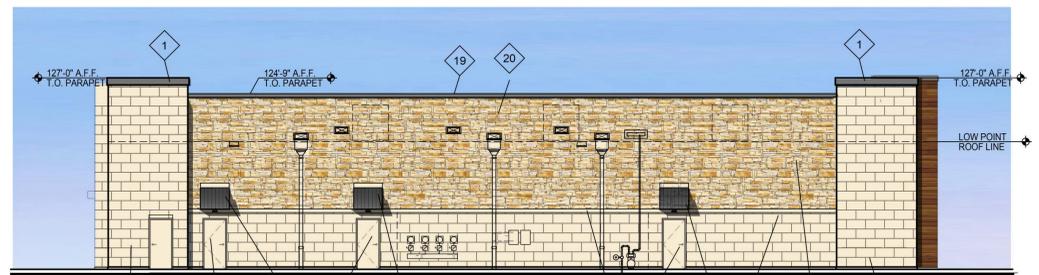
- BUILDING ELEVATIONS ARE FOR REFERENCE ONLY.



BUILDING I - FRONT ELEVATION
ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY



BUILDING I - SIDE A ELEVATION
ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY



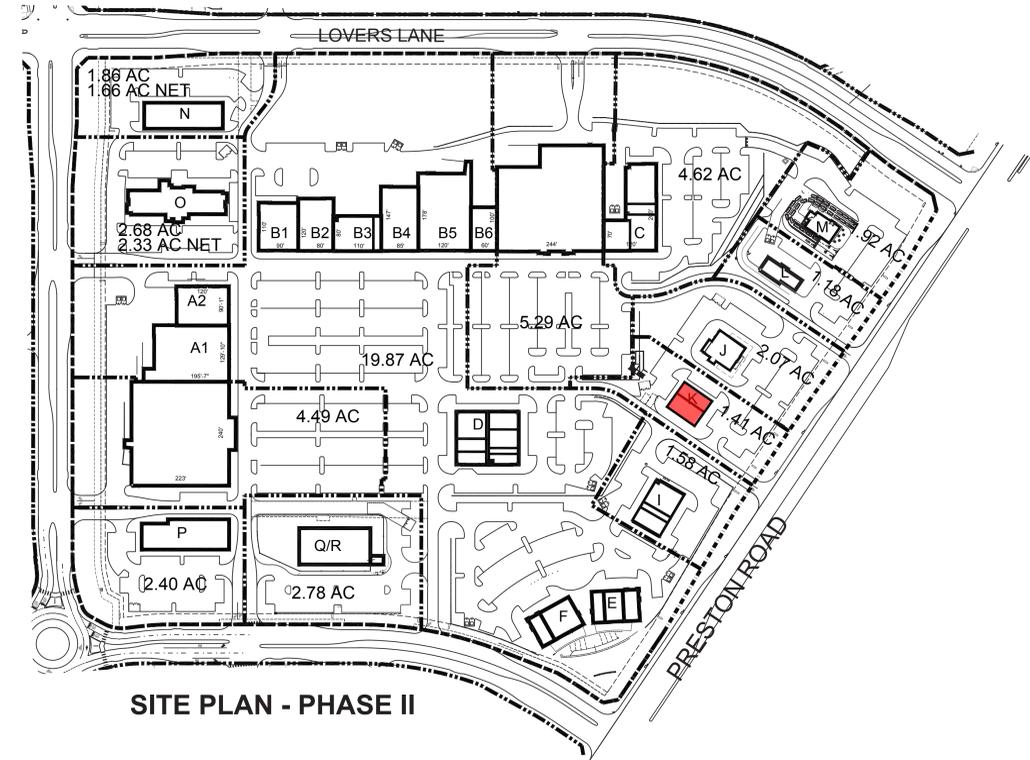
BUILDING I - REAR ELEVATION
ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY



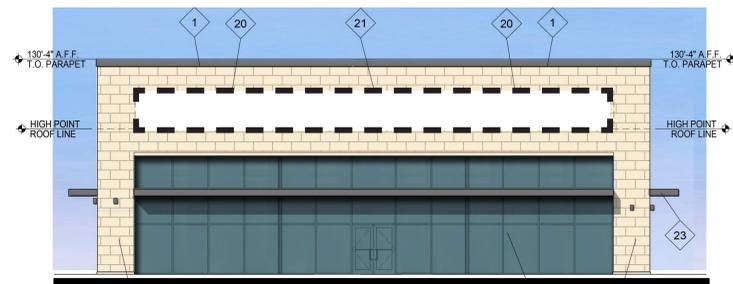
BUILDING I - SIDE B ELEVATION
ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

EXHIBIT C-21 / Elevations - Sign Details

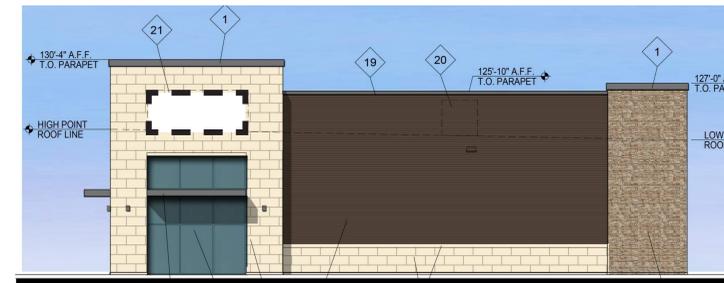
- BUILDING ELEVATIONS ARE FOR REFERENCE ONLY.



SITE PLAN - PHASE II



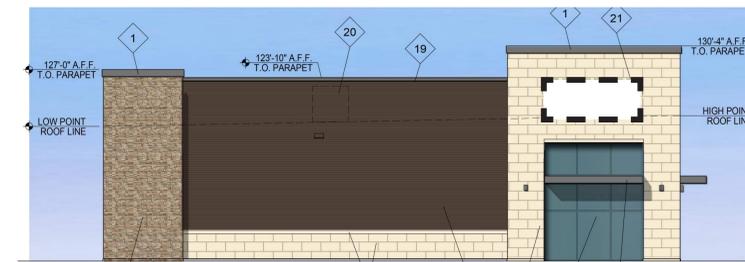
BUILDING K - FRONT ELEVATION
ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY



BUILDING K - SIDE A ELEVATION
ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY



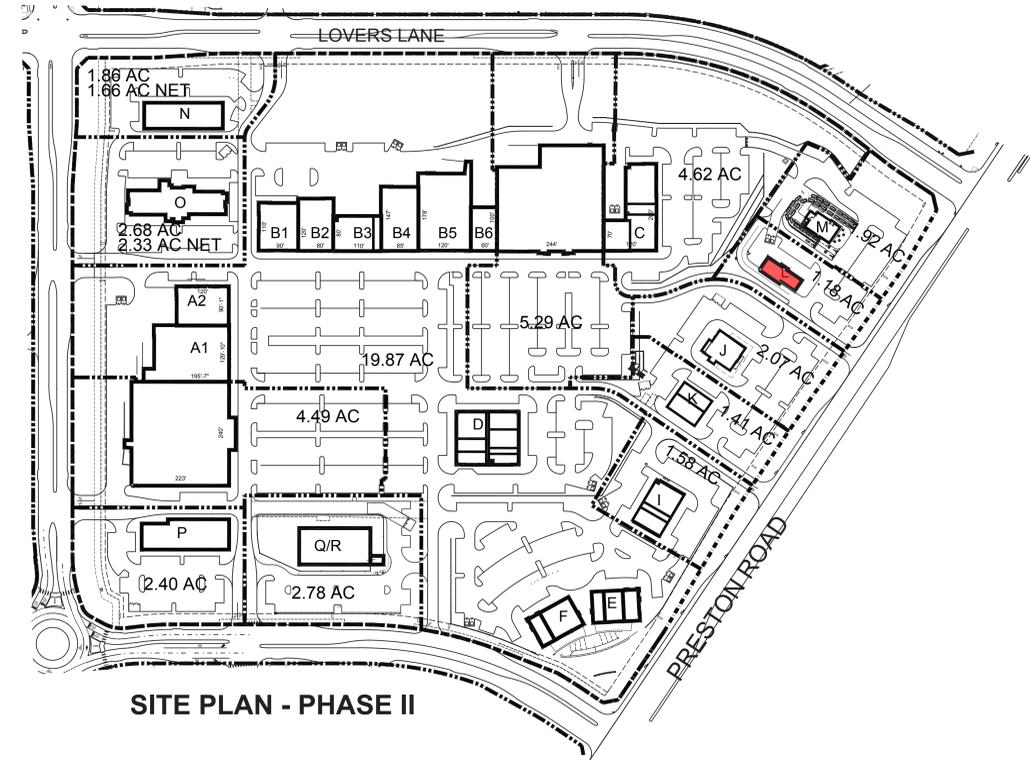
BUILDING K - REAR ELEVATION
ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY



BUILDING K - SIDE B ELEVATION
ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

EXHIBIT C-22 / Elevations - Sign Details

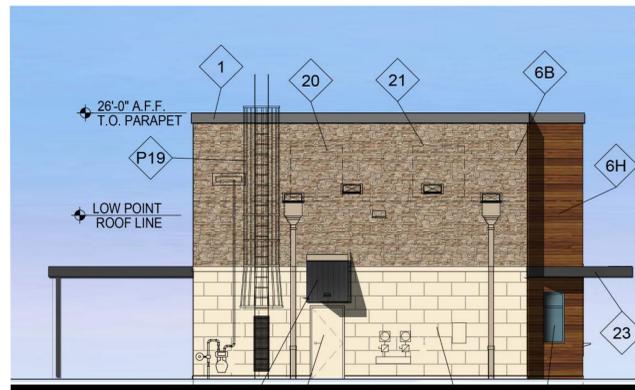
- BUILDING ELEVATIONS ARE FOR REFERENCE ONLY.



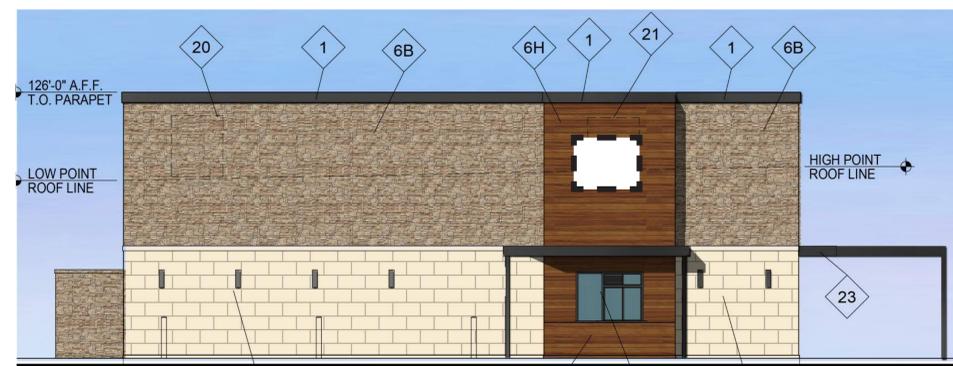
BUILDING L - FRONT ELEVATION
ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY



BUILDING L - SIDE A ELEVATION
ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY



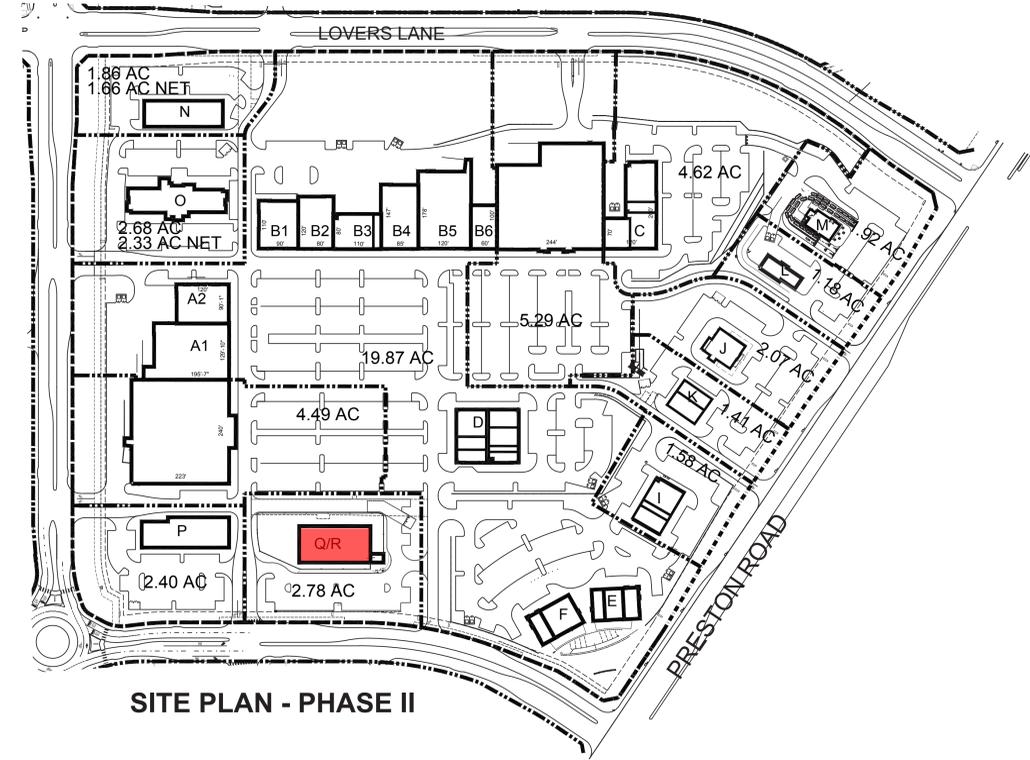
BUILDING L - REAR ELEVATION
ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY



BUILDING L - SIDE B ELEVATION
ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

EXHIBIT C-23 / Elevations - Sign Details

- BUILDING ELEVATIONS ARE FOR REFERENCE ONLY.



SITE PLAN - PHASE II



BUILDING Q/R - SOUTH ELEVATION
ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY



BUILDING Q/R - EAST ELEVATION
ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

EXHIBIT C-24 / Elevations - Sign Details

- BUILDING ELEVATIONS ARE FOR REFERENCE ONLY.



BUILDING C1 - NORTH ELEVATION
ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY



BUILDING C1 - EAST ELEVATION
ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY



BUILDING C1 - SOUTH ELEVATION
ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY



BUILDING C1 - WEST ELEVATION
ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

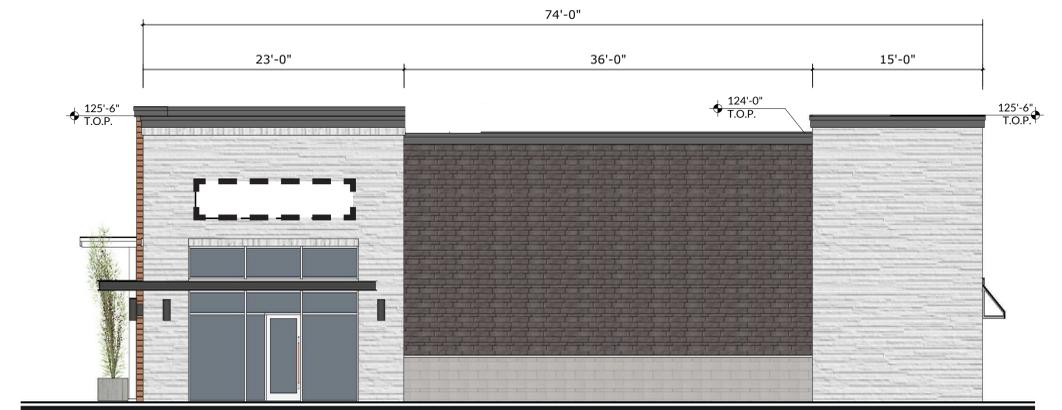


- Deviation Per Sec. 3.14.012; (I); (iii),
Maximum Height

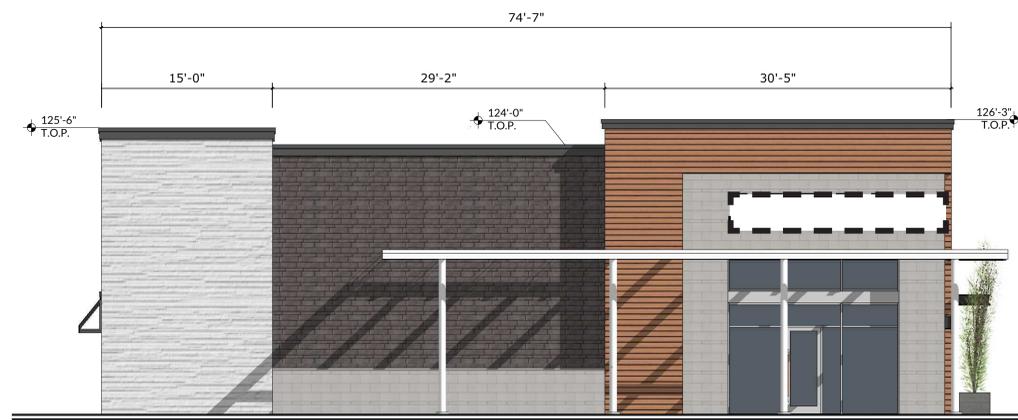
- C1-A - Allowed 8' per code; Requesting 13'-0"
- C1-B - Allowed 6' per code; Complies with code
- C1-C - Allowed 8' per code; Requesting 15'-6 3/8"
- C1-D - Allowed 8' per code; Requesting 8'-1"
- C1-E - Allowed 8' per code; Requesting 8'-1"
- C1-F - Allowed 8' per code; Requesting 12'-0"
- C1-G - Allowed 8' per code; Requesting 12'-0"
- C1-H - Allowed 8' per code; Requesting 12'-0"
- Requesting sign to project above parapet.

EXHIBIT C-25 / Elevations - Sign Details

- BUILDING ELEVATIONS ARE FOR REFERENCE ONLY.



BUILDING C2 - SIDE A ELEVATION
ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY



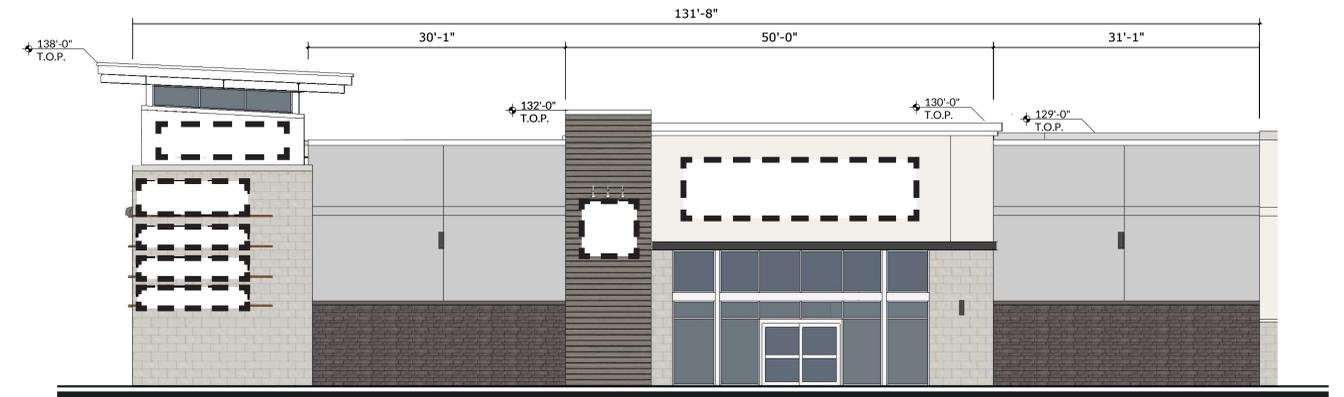
BUILDING C2 - SIDE B ELEVATION
ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY



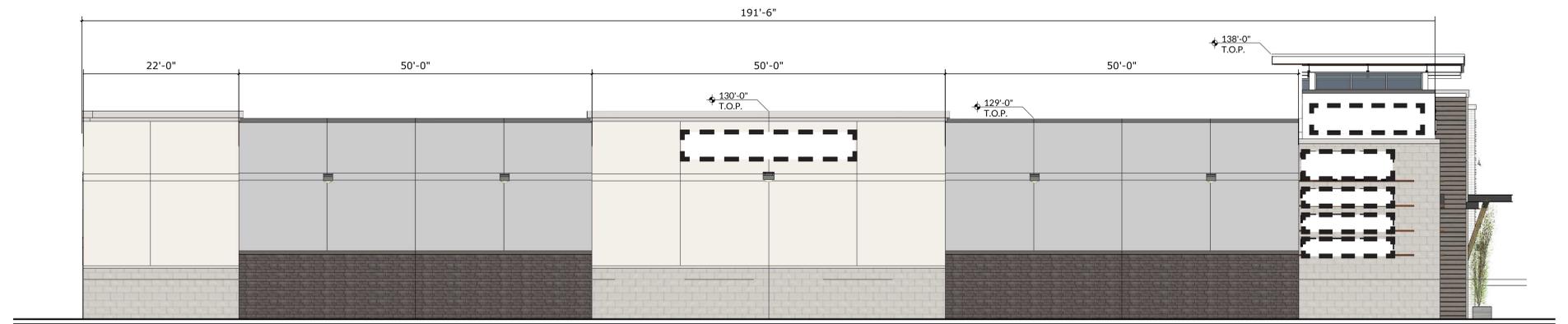
BUILDING C2 - FRONT ELEVATION
ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

EXHIBIT C-26 / Elevations - Sign Details

- BUILDING ELEVATIONS ARE FOR REFERENCE ONLY.



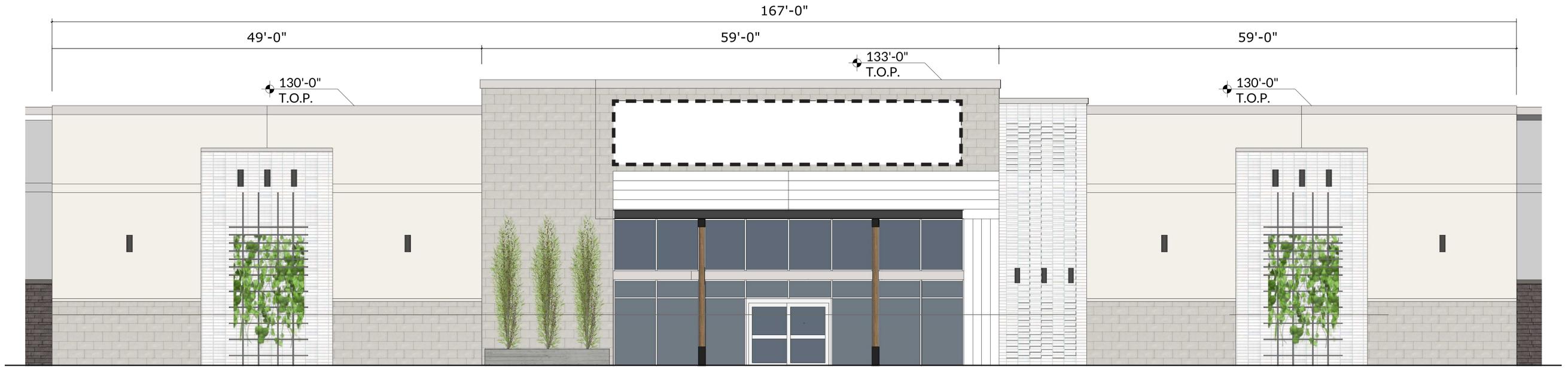
BUILDING B1 - FRONT ELEVATION
ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY



BUILDING B1 - SIDE ELEVATION
ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

EXHIBIT C-27 / Elevations - Sign Details

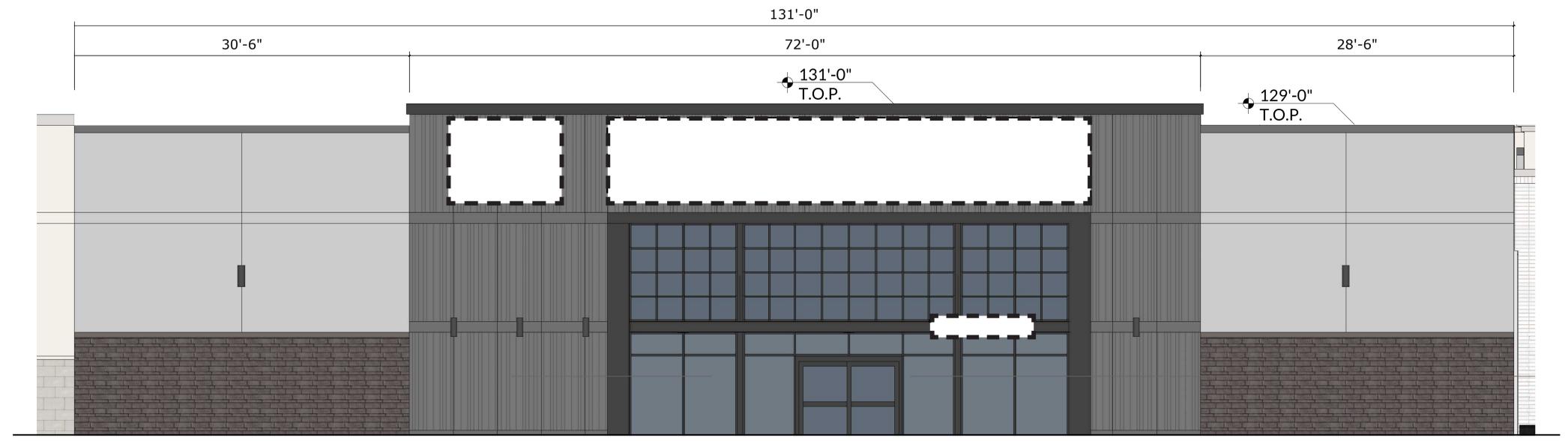
- BUILDING ELEVATIONS ARE FOR REFERENCE ONLY.



BUILDING B2 - FRONT ELEVATION
ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

EXHIBIT C-28 / Elevations - Sign Details

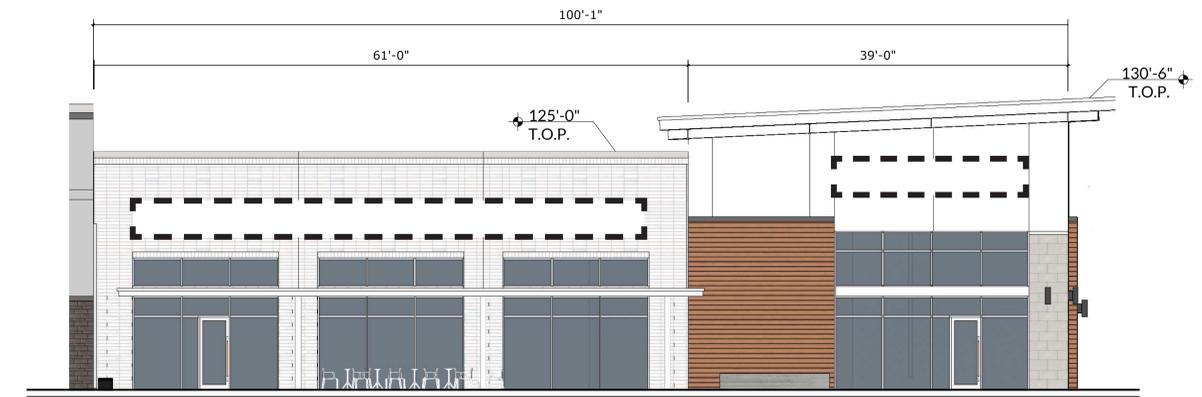
- BUILDING ELEVATIONS ARE FOR REFERENCE ONLY.



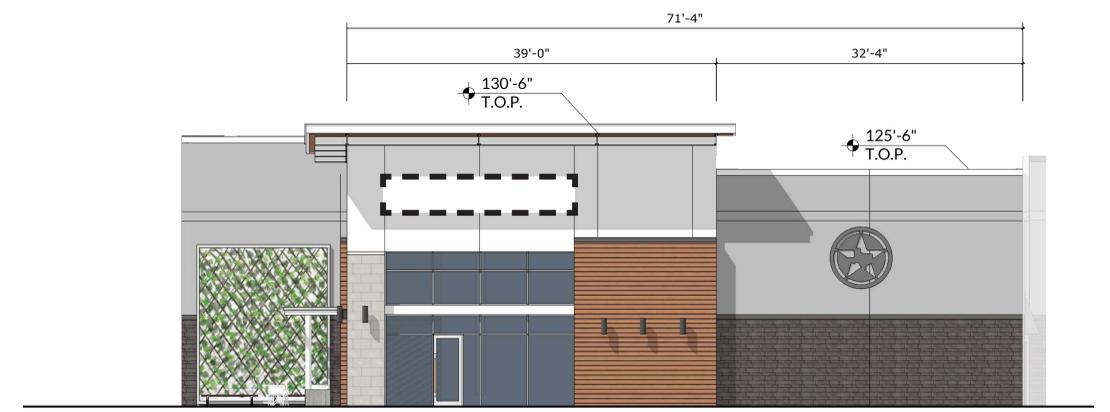
BUILDING B3 - FRONT ELEVATION
ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

EXHIBIT C-29 / Elevations - Sign Details

- BUILDING ELEVATIONS ARE FOR REFERENCE ONLY.



BUILDING B4 - FRONT ELEVATION
ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY



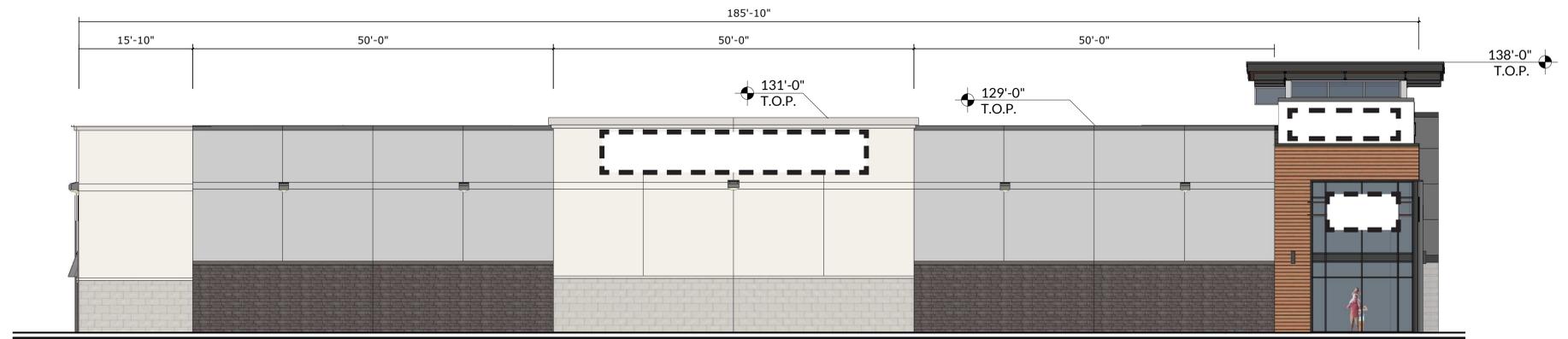
BUILDING B4 - SIDE ELEVATION
ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

EXHIBIT C-30 / Elevations - Sign Details

- BUILDING ELEVATIONS ARE FOR REFERENCE ONLY.



BUILDING A1 - FRONT ELEVATION
ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY



BUILDING A1 - SIDE ELEVATION
ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

EXHIBIT C-31 / Elevations - Sign Details

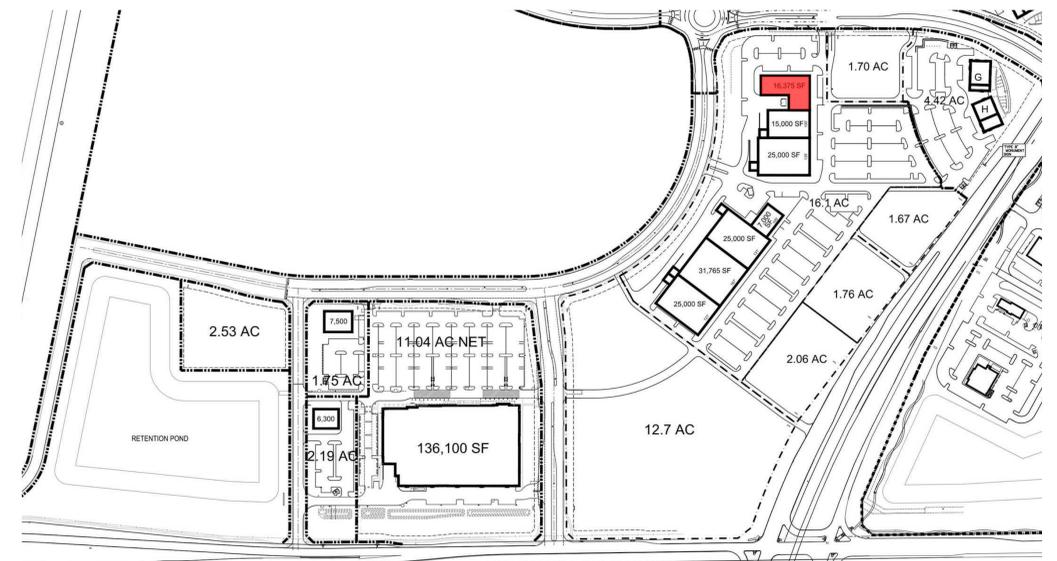
- BUILDING ELEVATIONS ARE FOR REFERENCE ONLY.



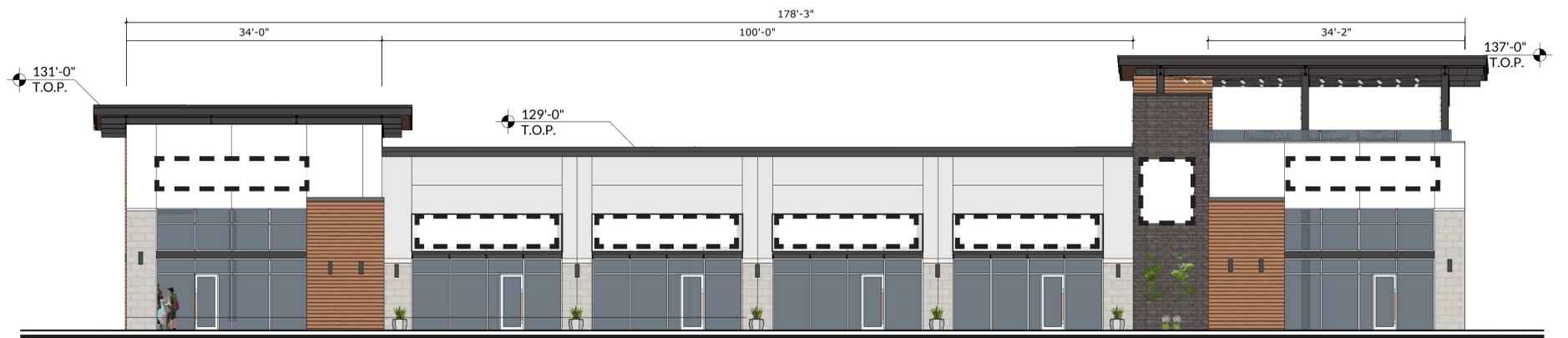
BUILDING A2 - FRONT ELEVATION
ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

EXHIBIT C-32 / Elevations - Sign Details

- BUILDING ELEVATIONS ARE FOR REFERENCE ONLY.



BUILDING A2 - FRONT ELEVATION
ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY



BUILDING A2 - SIDE ELEVATION
ELEVATION TO IDENTIFY POTENTIAL SIGN AREA ONLY

EXHIBIT D / Sign Schedule - Development Standards

MONUMENT SIGNS (UNIFIED DEVELOPMENT/ SINGLE/ MULTI-TENANT/ OTHER) refer to EXHIBIT B; page 3			
SIGN NUMBER	CONFORMS	DEVIATE	DETAILS
01	✓		
02	✓		
03	✓		
04	✓		
05	✓		
06	✓		
07	✓		
08	✓		
09	✓		
10	✓		
11	✓		
12	✓		
13		✓	Masonry Border. Requires 1' masonry border around all sides of signage. Signage Area. Sign exceeds 64 SF maximum allowed per ordinance. Design matches approved signs in Phase 2.
14		✓	Masonry Border. Requires 1' masonry border around all sides of signage. Signage Area. Sign exceeds 64 SF maximum allowed per ordinance. Design matches approved signs in Phase 2.
15	✓		
16		✓	Masonry Border. Requires 1' masonry border around all sides of signage. Signage Area. Sign exceeds 64 SF maximum allowed per ordinance. Design matches approved signs in Phase 2.
17		✓	Masonry Border. Requires 1' masonry border around all sides of signage. Signage Area. Sign exceeds 64 SF maximum allowed per ordinance. Design matches approved signs in Phase 2.
18		✓	Masonry Border. Requires 1' masonry border around all sides of signage. Signage Area. Sign exceeds 64 SF maximum allowed per ordinance. Design matches approved signs in Phase 2.
19		✓	Masonry Border. Requires 1' masonry border around all sides of signage. Signage Area. Sign exceeds 64 SF maximum allowed per ordinance. Design matches approved signs in Phase 2.
20	✓		
21		✓	Masonry Border. Requires 1' masonry border around all sides of signage. Signage Area. Sign exceeds 64 SF maximum allowed per ordinance. Design matches approved signs in Phase 2.
22		✓	Masonry Border. Requires 1' masonry border around all sides of signage. Design matches approved signs in Phase 2.
23		✓	Masonry Border. Requires 1' masonry border around all sides of signage. Signage Area. Sign exceeds 64 SF maximum allowed per ordinance. Maximum number of signs. Per Sec. 3.14.012; (N); (a) One per street frontage of the unified development zone (UDZ); Requesting 1 additional sign along frontage of lot. Design matches approved signs in SPSD - 4.
24		✓	Masonry Border. Requires 1' masonry border around all sides of signage. Signage Area. Sign exceeds 64 SF maximum allowed per ordinance. Design matches approved signs in Phase 2.
25		✓	Masonry Border. Requires 1' masonry border around all sides of signage. Signage Area. Sign exceeds 64 SF maximum allowed per ordinance. Maximum number of signs. Per Sec. 3.14.012; (N); (a) One per street frontage of the unified development zone (UDZ); Requesting 1 additional sign along frontage of lot. Design matches approved signs in SPSD - 4.
26		✓	Masonry Border. Requires 1' masonry border around all sides of signage. Design matches approved signs in Phase 2.
27		✓	Masonry Border. Requires 1' masonry border around all sides of signage. Signage Area. Sign exceeds 64 SF maximum allowed per ordinance. Design matches approved signs in Phase 2.
28		✓	Masonry Border. Requires 1' masonry border around all sides of signage. Signage Area. Sign exceeds 64 SF maximum allowed per ordinance. Design matches approved signs in Phase 2.
29		✓	Masonry Border. Requires 1' masonry border around all sides of signage. Signage Area. Sign exceeds 240 SF maximum allowed per ordinance. Design matches approved sign in Phase 1.
30		✓	Masonry Border. Requires 1' masonry border around all sides of signage. Signage Area. Sign exceeds 64 SF maximum allowed per ordinance. Design matches approved signs in Phase 2.
31		✓	Masonry Border. Requires 1' masonry border around all sides of signage. Signage Area. Sign exceeds 64 SF maximum allowed per ordinance. Design matches approved signs in Phase 2.
32		✓	Masonry Border. Requires 1' masonry border around all sides of signage. Signage Area. Sign exceeds 64 SF maximum allowed per ordinance. Design matches approved signs in Phase 2.
33		✓	Masonry Border. Requires 1' masonry border around all sides of signage. Signage Area. Sign exceeds 64 SF maximum allowed per ordinance. Design matches approved signs in Phase 2.
34		✓	Masonry Border. Requires 1' masonry border around all sides of signage. Signage Area. Sign exceeds 64 SF maximum allowed per ordinance. Maximum number of signs. Per Sec. 3.14.012; (N); (a) One per street frontage of the unified development zone (UDZ); Requesting 1 additional sign along frontage of lot. Design matches approved signs in SPSD - 4.
35		✓	Masonry Border. Requires 1' masonry border around all sides of signage. Signage Area. Sign exceeds 64 SF maximum allowed per ordinance. Design matches approved signs in Phase 2.
36		✓	Masonry Border. Requires 1' masonry border around all sides of signage. Design matches approved signs in Phase 2.
37		✓	Masonry Border. Requires 1' masonry border around all sides of signage. Signage Area. Sign exceeds 64 SF maximum allowed per ordinance. Maximum number of signs. Per Sec. 3.14.012; (N); (a) One per street frontage of the unified development zone (UDZ); Requesting 1 additional sign along frontage of lot. Design matches approved signs in SPSD - 4.

LEGEND

- TYPE A
- TYPE C
- TYPE B
- TYPE D

BUILDING WALL SIGN DEVIATIONS

COMPLIES WITH CODE:

EXHIBITS C-6, C-7, C-8, C-9, C-10, C-11, C-12, C-13, C-14, C-15, C-16, C-17, C-18, C-19, C-20, C-21, C-22, C-23, C-25, C-26, C-27, C-28, C-29, C-30, C-31, C-32

REFER TO EXHIBIT C-24

- Deviation Per Sec. 3.14.012; (I); (iii), Maximum Height

- C1-A - Allowed 8' per code; Requesting 13'-0"
- C1-B - Allowed 6' per code; Complies with code
- C1-C - Allowed 8' per code; Requesting 15'-6 3/8"
- C1-D - Allowed 8' per code; Requesting 8'-1"
- C1-E - Allowed 8' per code; Requesting 8'-1"
- C1-E - Allowed 8' per code; Requesting 12'-0"
- C1-F - Allowed 8' per code; Requesting 12'-0"
- Requesting sign to project above parapet.



FINANCE

To: Mayor and Town Council

From: Chris Landrum, Finance Director

**Through: Bob Scott, Executive Director of Administration
Mario Canizares, Town Manager**

Re: Audit / Annual Comprehensive Financial Report

Town Council Meeting – March 28, 2023

Agenda Item:

Consider and act upon a resolution accepting the Independent Audit Report and Annual Comprehensive Financial Report for the Fiscal Year Ended September 30, 2022, as audited by Weaver and Tidwell LLP, Certified Public Accountants. (CL)

Description of Agenda Item:

Section 7.18 of the Town's Charter, as well as Chapter 103 of the Texas Local Government Code, requires that an independent audit be conducted annually. The Annual Comprehensive Financial Reports (ACFR) contains information in addition to the Basic Financial Statements that is helpful to understand the Town's finances. It is also a key continuing disclosure document identified in the Town's debt covenants and must be file electronically with the Municipal Securities Rulemaking Board (MSRB) Electronic Municipal Market Access (EMMA) website within six months of year-end. Staff plans to submit an electronic Annual Comprehensive Financial Report to the Government Finance Officers Association in consideration for the Certificate of Achievement for Excellence in Financial Reporting.

In compliance with Generally Accepted Auditing Standards (GAAS), the auditors must make certain required communications to those in charge of governance. These communications have been made to the Finance Sub-Committee of Council on March 27, 2023 with copies distributed to full council.

Legal Obligations and Review:

Terrence Welch of Brown & Hofmeister, LLP, reviewed the resolution as to form and legality.

Attached Documents:

1. Annual Comprehensive Financial Report
2. Resolution

Town Staff Recommendation:

Town staff recommends that the Council approve the resolution accepting the Independent Audit Report and Annual Comprehensive Financial Report for the Fiscal Year Ended September 30, 2022.

Proposed Motion:

I move to approve the resolution accepting the Independent Audit Report and Annual Comprehensive Financial Report for the Fiscal Year Ended September 30, 2022.

TOWN OF PROSPER, TEXAS

RESOLUTION NO. 2023-XX

A RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ACCEPTING THE FISCAL YEAR 2021-2022 INDEPENDENT AUDIT REPORT AND ACCOMPANYING COMPREHENSIVE ANNUAL FINANCIAL REPORT; MAKING FINDINGS; AUTHORIZING PUBLICATION OF THE AUDIT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council is required by Section 7.18 of the Town Charter to call for an Independent Audit to be made of all accounts of the Town at the close of each fiscal year, a report of which is to be presented to the Town Council; and

WHEREAS, Town staff engaged Weaver and Tidwell LLP., Certified Public Accountants, to complete the Town's Fiscal Year 2021-2022 Independent Audit; and

WHEREAS, the Town Charter requires that upon completion of the audit, a copy of the audited financial statements shall be posted to the Town's website and copies placed on file in the office of the person performing the duties of Town Secretary, as a public record.

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

SECTION 1

The Town Council of the Town of Prosper, Texas, hereby accepts the Town's Fiscal Year 2021-2022 Annual Comprehensive Financial Report with accompanying audit opinion in compliance with charter requirements.

SECTION 2

A copy of the completed audit shall be published immediately on the Town website and copies of the audit placed on file in the office of the person performing the duties of Town Secretary, as a public record.

SECTION 3

This Resolution shall take effect from and after the date of its passage.

DULY PASSED AND APPROVED, BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 28TH DAY OF MARCH, 2023.

APPROVED:

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney