



Prosper is a place where everyone matters.

AGENDA
Meeting of the Prosper Town Council
Prosper Municipal Chambers
108 W. Broadway, Prosper, Texas
Tuesday, November 10, 2015
6:00 p.m.

1. Call to Order/Roll Call.
2. Invocation, Pledge of Allegiance and Pledge to the Texas Flag.
3. Announcements of recent and upcoming events.
4. Presentations
 - Presentation of a Proclamation to members of the Prosper Historical Society and local veterans proclaiming November 11, 2015, as *Veterans Day*.
 - Presentation of a Proclamation to members of the Pulmonary Hypertension Association proclaiming November 2015 as *Pulmonary Hypertension Awareness Month*.

5. **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.)

- 5a. Consider and act upon minutes from the following Town Council meetings. **(RB)**
 - Regular Meeting – October 27, 2015
- 5b. Consider and act upon canceling the November 24, 2015, and the December 22, 2015, Prosper Town Council meetings. **(RB)**
- 5c. Receive the Quarterly Investment Report ending September 30, 2015. **(CD)**
- 5d. Consider and act upon authorizing the Town Manager to execute a Priority Support Agreement between VP Imaging, Inc., dba DocuNav Solutions, and the Town of Prosper, Texas, related to the expansion of the Town's Laserfiche software system, through a Texas Department of Information Resources (DIR) contract. **(RB)**
- 5e. Consider and act upon approving the purchase of two pick-up trucks for the Building Inspections Division, from Caldwell Country Chevrolet, through the Texas Local Government Purchasing Cooperative; one pick-up truck for the Park Operations Division, from Silsbee Ford, through the Houston-Galveston Area Council (HGAC) Cooperative Purchasing Program; and three public safety rated sport utility vehicles for the Police Department, from Holiday Chevrolet, through the State of Texas Cooperative Purchasing Program. **(JC)**

- 5f. Consider and act upon authorizing the Town Manager to execute Amendment Nine to the Interlocal Agreement between Collin County and the Town of Prosper, extending the agreement through FY 2015-2016, relating to Animal Control Services. **(JW)**
- 5g. Consider and act upon authorizing the Town Manager to execute Amendment Nine to the Interlocal Agreement between Collin County and the Town of Prosper, establishing the service fee for FY 2015-2016 relating to Animal Sheltering Services. **(JW)**
- 5h. Consider and act upon whether to direct staff to submit a written notice of appeal on behalf of the Town Council to the Development Services Department, pursuant to Chapter 4, Section 1.5(C)(7) and 1.6(B)(7) of the Town's Zoning Ordinance, regarding action taken by the Planning & Zoning Commission on any site plan or preliminary site plan. **(AG)**

6. **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 Meeting Appearance Card" and present it to the Town Secretary prior to the meeting.)

REGULAR AGENDA:

(If you wish to address the Council during the regular agenda portion of the meeting, please fill out a "Public Meeting Appearance Card" and present it to the Town Secretary prior to the meeting. Citizens wishing to address the Council for items listed as public hearings will be recognized by the Mayor. Those wishing to speak on a non-public hearing related item will be recognized on a case-by-case basis, at the discretion of the Mayor and Town Council.)

PUBLIC HEARINGS:

- 7. Presentation of service plan and second Public Hearing to consider the involuntary annexation of a 0.2± acre tract of land, located on the north side of First Street, 1.2± miles east of Coit Road. (A15-0002). **(JW)**
- 8. Conduct a Public Hearing, and consider and act upon a request for a Special Purpose Sign District, on 35.7± acres, located on the northwest corner of US 380 and Custer Road. (MD15-0004). **(JW)**
- 9. Conduct a Public Hearing and consider and act upon a request to amend Chapter 2, Zoning Districts, and Chapter 3, Permitted Uses and Definitions of the Zoning Ordinance regarding the list of Permitted Uses, the Use Chart, Conditional Development Standards and Definitions. (Z15-0007). **(JW)**

DEPARTMENT ITEMS:

10. Consider and act upon authorizing the Town Manager to execute a Professional Services Agreement between the Town of Prosper, Texas, and Dunaway Associates, LP., related to the Frontier Park - North Field Improvements project. **(PN)**
11. Consider and act upon awarding Bid No. 2016-04-B to Quality Excavation, Ltd., related to construction services for the Frontier Park – Parking Lot Improvements 2016 project; and authorizing the Town Manager to execute a construction agreement for same. **(MR)**
12. Discussion on Water and Wastewater Capital Improvement Projects. **(HW)**
13. Consider and act upon authorizing the Town Manager to execute a Professional Engineering Services Agreement between the Town of Prosper, Texas, and Freese & Nichols, Inc., related to the 2016 Impact Fee Update project. **(MR)**

14. **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:

14a. *Section 551.087 – To discuss and consider economic development incentives.*

14b. *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.*

14c. *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, Tax Increment Financing Reinvestment Zone (TIRZ) No. 1 Board of Directors, and Tax Increment Financing Reinvestment Zone (TIRZ) No. 2 Board of Directors.*

14d. *Section 551.071 – Consultation with the Town Attorney regarding legal issues associated with annexation agreements in Town ETJ areas, development issues associated with areas subject to annexation agreements, and all matters incident and related thereto.*

15. Reconvene in Regular Session and take any action necessary as a result of the Closed Session.
16. Possibly direct Town staff to schedule topic(s) for discussion at a future meeting.
 - Discuss “In God We Trust” decals. **(HJ)**
 - Update on the Town’s Emergency Management Plan. **(KB/RT)**
 - Discuss possible dates for 2016 Strategic Planning Session. **(RB)**

17. Adjourn.

CERTIFICATION

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted at Prosper Town Hall, located at 121 W. Broadway Street, Prosper, Texas 75078, a place convenient and readily accessible to the general public at all times, and said Notice was posted on November 6, 2015, by 5:00 p.m., and remained so posted at least 72 hours before said meeting was convened.

Robyn Battle, Town Secretary

Date Noticed 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.

<p>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.</p>



Prosper is a place where everyone matters.

MINUTES
Regular Meeting of the
Prosper Town Council
Prosper Independent School District
Central Administration Building
Board Room
605 East 7th Street, Prosper, TX 75078
Tuesday, October 27, 2015

1. Call to Order/Roll Call.

The meeting was called to order at 6:02 p.m.

Council Members Present:

Mayor Ray Smith
Mayor Pro-Tem Meigs Miller
Deputy Mayor Pro-Tem Curry Vogelsang, Jr.
Councilmember Kenneth Dugger
Councilmember Michael Korbuly
Councilmember Mike Davis
Councilmember Jason Dixon (arrived at 6:11 p.m.)

Staff Members Present:

Harlan Jefferson, Town Manager
Robyn Battle, Town Secretary
Edwin Voss, Town Attorney
Hulon Webb, Executive Director of Development and Community Services
John Webb, Development Services Director
Alex Glushko, Senior Planner
Paul Naughton, Landscape Architect
Matt Richardson, Senior Engineer
Frank Jaromin, Public Works Director
Tristan Cisco, Administrative Assistant/Water Conservation Coordinator
Cheryl Davenport, Finance Director
Baby Raley, Human Resources Director
Doug Kowalski, Police Chief
Stuart Blasingame, Assistant Fire Chief
Bryan Ausenbaugh, Fire Marshal

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

Jeremy Nottingham of Prestonwood Baptist Church led the invocation. The Pledge of Allegiance and the Pledge to the Texas Flag were recited.

3. Announcements of recent and upcoming events.

Mayor Pro-Tem Miller read the following announcements:

Early Voting on the 7 Proposed State Constitutional Amendments continues through this Friday, October 30. Collin County Voters may vote in Prosper Municipal Chambers from 7am-7pm. On November 3, Collin County voters may vote at the Prosper ISD Central Administration Building. Election information for Collin and Denton County voters is

available on the Town's website, or by contacting the Collin or Denton County Elections Administrations.

Several Prosper youth took part in the second annual Punt, Pass, and Kick competition at all Prosper Elementary Schools and Rogers Middle School. The boys and girls from each school and age group will advance to the regional competition at a future Dallas Cowboys game, and will have the opportunity to advance to the national finals to be held during an NFL playoff game. Last year, two Prosper contestants advanced to the regional competition.

The Town Council and the Prosper Fire Department would like to remind residents that Daylight Savings Time ends on Sunday, November 1st at 2:00 a.m. Please remember to set your clocks back one hour. This is also an ideal time to replace the batteries in your home's smoke, fire, carbon monoxide detectors, and irrigation and sprinkler system controllers.

Presentations

- **Presentation on Earthkind Research Garden. (FJ)**

Tristan Cisco, Administrative Assistant/Water Conservation Coordinator for the Public Works Department, provided a presentation on the Earthkind Research Garden and thanked all of the contributing organizations. Certificates of Appreciation were presented to Joan Syme, Patty Felan, Janet Valz, and Mike Dalton who represented some of the contributing organizations for the project.

- **Proclamation presented to members of the Prosper Police Department declaring October 23-31, 2015, as *Red Ribbon Week*. (DK)**

Police Chief Doug Kowalski received the Proclamation on behalf of the Police Department.

- **Presentation to members of the Town of Prosper Finance Division for receiving a Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association for the Comprehensive Annual Financial Report for the fiscal year ended September 30, 2014. (CD)**

Finance Director Cheryl Davenport received the award on behalf of the Finance Department.

- **Presentation to the Town of Prosper Finance Department for receiving the Achievement of Excellence in Procurement Award for 2015 from the National Procurement Institute, Inc. (CD)**

Finance Director Cheryl Davenport and Purchasing Agent January Cook received the award on behalf of the Finance Department.

4. 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.)

5a. Consider and act upon minutes from the following Town Council meetings. (RB)

- Regular Meeting – October 13, 2015

5b. Consider and act upon Resolution No. 15-67 accepting and approving the 2015 tax roll. (HJ)

5c. Consider and take action upon Resolution No. 15-68 expressing official intent to reimburse costs of Town capital improvement program projects that may be funded with proceeds of bonds or other obligations, if those costs are paid prior to the issuance of such bonds or other obligations. (CD)

5g. Consider and act upon Resolution No. 15-69 in support of statewide Proposition 7 for increased state funding for transportation. (RB)

Mayor Smith removed Item 5f from the Consent Agenda.

Councilmember Davis removed Item 5d and Item 5e from the Consent Agenda.

Councilmember Dugger made a motion and Mayor Pro-Tem Miller seconded the motion to approve all remaining items on the Consent Agenda. The motion was approved by a vote of 7-0.

5d. Consider and act upon approving the purchase of three pick-up trucks for the Building Inspections Division, from Caldwell Country Chevrolet, through the Texas Local Government Purchasing Cooperative; and two chassis with flat bed trucks for the Streets Division, from Chastang Ford, through the Houston-Galveston Area Council (HGAC) Cooperative Purchasing Program. (JC)

Purchasing Agent January Cook clarified the number and types of vehicles that were being proposed for purchase: three Chevy pickups, one F350 with a 12-foot flatbed, and one F550 with a 16-foot flatbed.

Councilmember Davis made a motion and Councilmember Dugger seconded the motion to approve Item 5d. The motion was approved by a vote of 7-0.

5e. Consider and act upon approving the purchase of two fire engines, from Siddons-Martin Emergency Group, through the Houston-Galveston Area Council (HGAC) Cooperative Purchasing Program, and a pre-payment discount option. (JC)

Purchasing Agent January Cook clarified the terms of the prepayment discount.

Councilmember Dixon made a motion and Councilmember Vogelsang seconded the motion to approve Item 5e. The motion was approved by a vote of 6-1, with Councilmember Davis casting the opposing vote.

- 5f. **Consider and act upon authorizing the Town Manager to execute a Development Agreement between the Town of Prosper, Texas, and CADG Prosper Lakes North, LLC., related to early issuance of building permits and Town cost participation on a retaining wall for the Lakes of Prosper North, Phase 2 development. (HW)**

Mayor Smith stepped down from the Council bench due to a conflict of interest.

Mayor Pro-Tem Miller made a motion and Councilmember Korbuly seconded the motion to approve Item 5f. The motion was approved by a vote of 6-0.

Mayor Smith returned to his place at the Council bench.

5. **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 Meeting Appearance Card" and present it to the Town Secretary prior to the meeting.)

REGULAR AGENDA:

(If you wish to address the Council during the regular agenda portion of the meeting, please fill out a "Public Meeting Appearance Card" and present it to the Town Secretary prior to the meeting. Citizens wishing to address the Council for items listed as public hearings will be recognized by the Mayor. Those wishing to speak on a non-public hearing related item will be recognized on a case-by-case basis, at the discretion of the Mayor and Town Council.)

There were no Citizen Comments.

PUBLIC HEARINGS:

6. **Conduct a Public Hearing, and consider and act upon a request to rezone 15.7± acres, from Commercial (C) and Planned Development-25 (PD-25) to Planned Development-Retail (PD-R), located on north side of US 380, 580± feet west of Custer Road. (Z15-0011). (JW)**

Development Services Director John Webb presented this item before the Town Council. The applicant has requested to table this item to the December 8, 2015, Town Council meeting to have an opportunity to revise the proposed elevations.

Councilmember Davis made a motion and Councilmember Vogelsang seconded the motion to table Item 7 to the December 8, 2015, Town Council meeting. The motion was approved by a vote of 7-0.

7. **Presentation of service plan and first Public Hearing to consider the involuntary annexation of a 0.2± acre tract of land, located on the north side of First Street, 1.2± miles east of Coit Road. (A15-0002). (AG)**

Senior Planner Alex Glushko presented this item before the Town Council. In 2008, the Town began initiating involuntary annexations and annexation agreements for a majority

of the remaining unincorporated properties within the Town limits. It was recently determined that the subject property was unintentionally excluded from past annexation processes. Because the subject property is not eligible for an annexation agreement, the Town is initiating involuntary annexation of the property. Mr. Glushko responded to questions from Council regarding other areas of annexation within the Town.

Mayor Smith opened the Public Hearing.

With no one speaking, Mayor Smith closed the Public Hearing.

No further action was taken.

DEPARTMENT ITEMS:

8. **Consider and act upon authorizing the Town Manager to execute a Benefit Program Application with Blue Cross Blue Shield for group medical insurance, effective January 1, 2016; and, a renewal letter acceptance with Delta Dental for group dental insurance, effective January 1, 2016. (BR)**

Human Resources Director Baby Raley presented this item before the Town Council. She reviewed the bidding process, the companies who responded to the request for proposals, and the recommendations made by the employee benefit committee and the Council Benefits Subcommittee. Lance Pendley representing the Town's benefits consultant answered additional questions regarding the utilization of the Compass services provided by the Town. He stated that he would provided Council with a utilization report at a future date. Council stated that the benefit selection process should begin earlier in the year in the future, and that the Town should consider becoming a self-funded entity for medical and dental benefits. Mr. Pendley recommended meeting with the Council Benefits Subcommittee in March of 2016, and also explained the dollar differential between the Aetna and Concordia proposals.

After discussion, Councilmember Dixon made a motion and Councilmember Vogelsang seconded the motion to authorize the Town Manager to execute a Benefit Program Application with Blue Cross Blue Shield for group medical insurance, effective January 1, 2016; and, a renewal letter acceptance with Delta Dental for group dental insurance, effective January 1, 2016. The motion was approved by a vote of 7-0.

9. **Consider and act upon awarding Bid No. 2015-40-B to Tiseo Paving Co. related to construction services for the Coleman Street Improvements (Victory Way to SH 289) project; and authorizing the Town Manager to execute a construction agreement for same. (MR)**

Senior Engineer Matt Richardson presented this item before the Town Council. The contract will construct two new two-lane concrete roadways consisting of the two northern lanes of an ultimate four-lane minor arterial on Coleman Street from Victory Way to SH 289. The contract specifies a completion date of 90 calendar days, with provisions in the contract for liquidated damages, should the project not be substantially complete on time.

After discussion, Councilmember Dugger made a motion and Mayor Pro-Tem Miller seconded the motion to award Bid No. 2015-40-B to Tiseo Paving Co. related to construction services for the Coleman Street Improvements (Victory Way to SH 289)

project; and authorize the Town Manager to execute a construction agreement for same. The motion was approved by a vote of 7-0.

- 10. Consider and act upon approving the purchase of lighting and installation services for the Frontier Park - Southeast Corner, Phase 2 Field Lighting project, from Musco Sports Lighting, LLC, through the Texas Local Government Purchasing Cooperative. (PN)**

Landscape Architect Paul Naughton presented this item before the Town Council. This project is for the remaining lights on the area south of the soccer fields at the southeast corner of Frontier Park.

After discussion, Councilmember Dixon made a motion and Councilmember Dugger seconded the motion to approve the purchase of lighting and installation services for the Frontier Park - Southeast Corner, Phase 2 Field Lighting project, from Musco Sports Lighting, LLC, through the Texas Local Government Purchasing Cooperative. The motion was approved by a vote of 7-0.

- 11. Conduct an annual review of the Town's Comprehensive Plan. (JW)**

Development Services Director John Webb presented this item before the Town Council. The current Comprehensive Plan by the Town's consultant, Freese and Nichols, recommends an annual review. Mr. Webb provided an overview of completed projects since the last annual review, trends the Town is currently facing, such as the probability of future demand for higher density housing and age restricted housing, as the market demands. Ongoing and future projects include updating the Town's land use chart, subdivision ordinance, non-residential development standards, phase one of the Old Town planning assessment, and reformatting the Town's Zoning Ordinance. Another major project will be aligning the Town's Future Land Use Plan with the Zoning Districts.

After discussion, Councilmember Dugger made a motion and Councilmember Dixon seconded the motion to accept the annual review of the Town's Comprehensive Plan with respect to current conditions and trends and request staff to initiate the formal process for amending the Plan. The motion was approved by a vote of 7-0.

- 12. 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:

13a. *Section 551.087 – To discuss and consider economic development incentives.*

13b. *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.*

The Town Council recessed into Executive Session at 7:09 p.m.

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

The Town Council reconvened the Regular Session at 7:35 p.m.

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

- **Discuss cancelling the November 24 and December 22 Town Council Meetings. (RB)**

Town Secretary Robyn Battle inquired as to whether the Town Council would prefer to cancel the November 24 and December 22 Town Council meetings due to the Thanksgiving and Christmas holidays. Town Council provided direction to do so. A formal action item will be placed on the November 10 Town Council agenda.

Councilmember Dixon inquired about mowing on the north side of the US 380 and Preston Road intersection. Hulon Webb responded that the Public Works Department mows that area periodically.

Councilmember Dixon added that he would like Town staff to inquire about placing an emblem reading "In God We Trust" on police and fire vehicles. Town Manager Harlan Jefferson indicated that the Fire Department had already obtained a design incorporating an eagle, and the Police Department had obtained an estimate of approximately \$150 to place the emblems on their vehicles. Councilmember Dixon asked that the item be placed on a future agenda for consideration.

15. Adjourn.

The meeting was adjourned at 7:44 p.m. on Tuesday, October 27, 2015.

These minutes approved on the 27th day of October, 2015.

APPROVED:

Ray Smith, Mayor

ATTEST:

Robyn Battle, Town Secretary



**TOWN SECRETARY'S
OFFICE**

To: Mayor and Town Council

From: Robyn Battle, Town Secretary

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – November 10, 2015

Agenda Item:

Consider and act upon canceling the November 24, 2015, and the December 22, 2015, Prosper Town Council meetings.

Description of Agenda Item:

Due to the upcoming holiday schedule, Town staff is proposing that the following Prosper Town Council meetings be canceled:

- November 24, 2015
- December 22, 2015

Proposed Motion:

I make a motion to cancel the November 24, 2015, and the December 22, 2015, Prosper Town Council meetings.



"A PLACE WHERE EVERYONE MATTERS"

Investment Portfolio Summary

July 1, 2015 - September 30, 2015

Prepared By

**Cheryl Davenport
Finance Director
Town of Prosper**

**Betty Pamplin
Accounting Manager
Town of Prosper**

Town of Prosper, Texas
Quarterly Investment Report - Town Portfolio
July 1, 2015 - September 30, 2015
Portfolio Summary Management Report

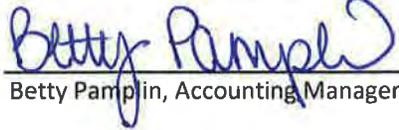
This quarterly report is in full compliance with the investment policy and strategy as established for the Town of Prosper, Texas and the Public Funds Investment Act (Chapter 2256, Government Code).

7/1/2015		9/30/2015	
Beginning Book Value:	48,894,150	Ending Book Value:	63,035,585
Beginning Market Value:	48,894,150	Ending Market Value:	63,035,585
Beginning Par Value:	48,894,150	Ending Par Value:	63,035,585
WAM at Beginning Period Date	7 days	WAM at Ending Period Date	14 days
		Increase/(Decrease) in Investment Holdings Market Value	14,141,435
	Average Yield to Maturity for quarter		0.434%
	Average Yield to Maturity 6 month T-Bill		0.091%

The increase in Investment Holdings was primarily due to proceeds from the debt issuance in August 2015. Debt issues are listed below:

2015 General Obligation and Refunding Bonds	4,033,750
2015 Certificates of Obligation	8,466,250
Total debt proceeds	<u>12,500,000</u>

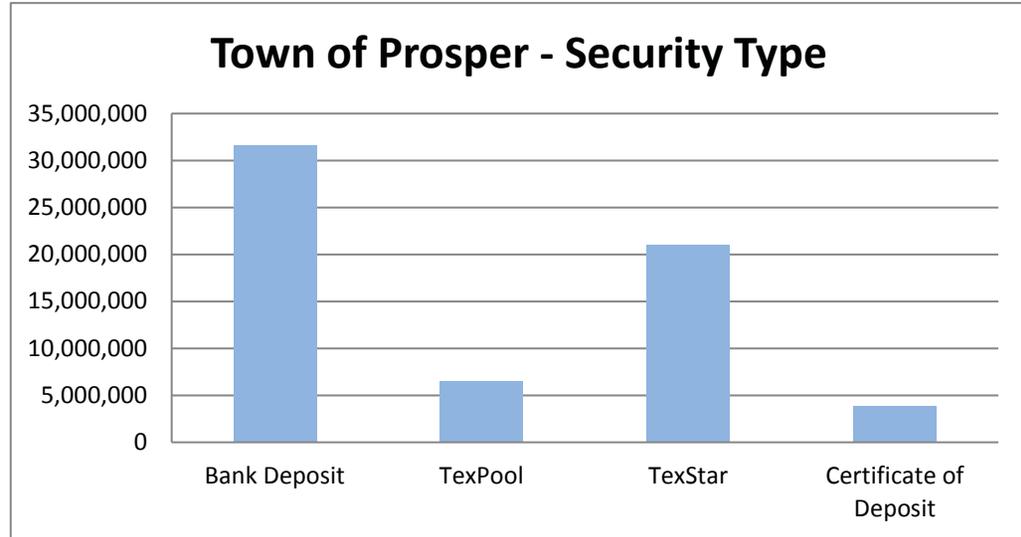
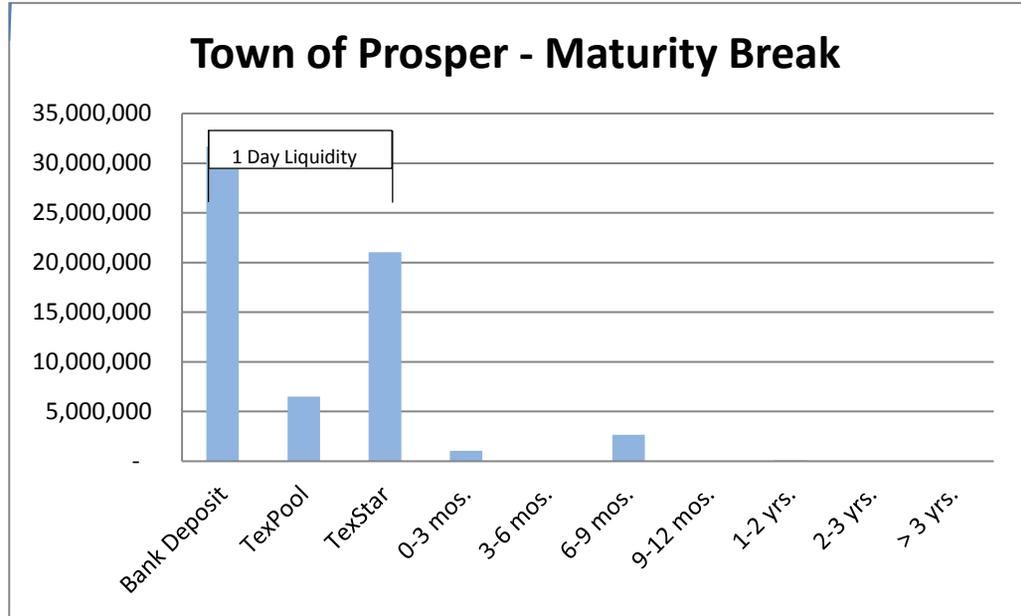

Cheryl Davenport, Finance Director


Betty Pampin, Accounting Manager

TOWN OF PROSPER, TEXAS
 INVENTORY HOLDING REPORT
 09/30/15

ALL FUND TYPES EXCEPT EDC

Maturity Break		
Bank Deposit	31,662,218	
Subtotal - Cash	31,662,218	50.2%
TexPool	6,511,122	
TexStar	21,047,079	
Subtotal - Pools	27,558,200	43.7%
Agencies, Treasuries, Muni Bonds & CD's		
0-3 months	1,033,464	
3-6 months	0	
6-9 months	2,678,890	
9-12 months	0	
Subtotal - Other < 1 year	3,712,354	5.9%
1-2 years	102,814	
2-3 years	0	
> 3 years	0	
Subtotal - Other 1 or > 1 year	102,814	0.2%
Total	63,035,585	100%
Asset Diversification		
Bank Deposit	31,662,218	50.2%
TexPool	6,511,122	10.3%
TexStar	21,047,079	33.4%
Certificate of Deposit	3,815,167	6.1%
Total	63,035,585	100.0%



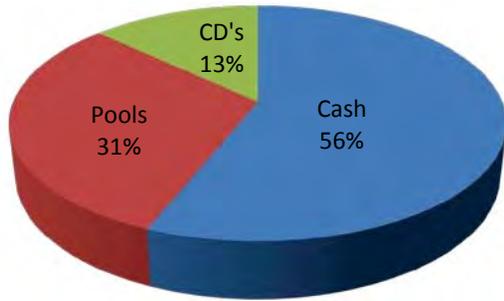
TOWN OF PROSPER, TEXAS
 CURRENT INVESTMENT PORTFOLIO AS OF
 September 30, 2015

ALL FUND TYPES (EXCEPT EDC) AS DEFINED IN TOWN'S INVESTMENT POLICY

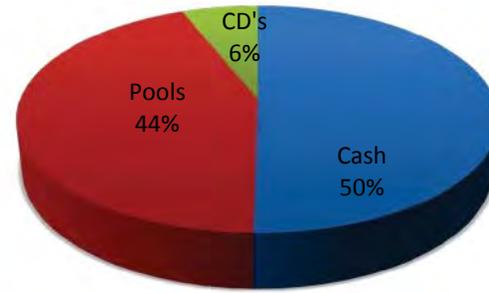
CUSIP	TYPE OF SECURITY	PAR	PURCHASE SETTLEMENT DATE	MATURITY DATE	TERM	DAYS HELD 09/30/15	DAYS TO MATURITY 09/30/15	RATE	% TOTAL	WEIGHTED AVG MATURITY	WEIGHTED AVG. YIELD
Bank Deposit	Cash	31,662,218	09/30/15	10/01/15	1	0	1	0.7500%	50.23%	0.502	0.38%
TexPool	Pool	6,511,122	09/30/15	10/01/15	1	0	1	0.0732%	10.33%	0.103	0.01%
TexStar	Pool	21,047,079	09/30/15	10/01/15	1	0	1	0.0846%	33.39%	0.334	0.03%
CD 3000066	CD	1,033,464	12/12/14	12/12/15	365	292	73	0.3500%	1.64%	1.197	0.01%
CD 3000155	CD	102,814	06/14/13	06/14/17	1,461	838	623	0.4500%	0.16%	1.016	0.00%
CD 1071486	CD	2,678,890	06/10/14	06/10/16	731	477	254	0.3500%	4.25%	10.795	0.01%
CD 1071487	CD	0	06/10/14	09/10/15	457	477	-20	0.5500%	0.00%	0.000	0.00%
		<u>63,035,585</u>				<u>3,017</u>	<u>2,084</u>	<u>933</u>	<u>100.00%</u>	<u>13.947</u>	<u>0.43%</u>

**Town of Prosper, Texas
Quarterly Portfolio Change**

**Total Portfolio Assets as of
06/30/2015 are \$48,894,150**



**Total Portfolio Assets as of
09/30/2015 are \$63,035,585**



Average Portfolio Yield: 0.49%
Average Portfolio Maturity: 7 days
% Maturing within 3 months: 92.2%

Average Portfolio Yield: 0.43%
Average Portfolio Maturity: 14 days
% Maturing within 3 months: 95.6%

TOWN OF PROSPER, TEXAS
 QUARTERLY POSITION CHANGE REPORT
 July 1, 2015 to September 30, 2015

CUSIP	TYPE OF SECURITY	PAR	CURRENT RATE	PURCHASE SETTLEMENT DATE	MATURITY DATE	BOOK VALUE			MARKET VALUE		
						BEGINNING 07/01/15	ENDING 09/30/15	CHANGE	BEGINNING 07/01/15	ENDING 09/30/15	CHANGE
<u>Cash Positions: Bank Cash Investments</u>											
Bank Deposit	Cash	31,662,218	Various	09/30/15	10/01/15	27,431,971	31,662,218	4,230,247	27,431,971	31,662,218	4,230,247
Subtotal Cash Positions		<u>31,662,218</u>				<u>27,431,971</u>	<u>31,662,218</u>	<u>4,230,247</u>	<u>27,431,971</u>	<u>31,662,218</u>	<u>4,230,247</u>
<u>Cash Positions: Pooled Investments</u>											
TexPool	Pool	6,511,122	0.073%	09/30/15	10/01/15	6,509,922	6,511,122	1,200	6,509,922	6,511,122	1,200
TexStar	Pool	21,047,079	0.085%	09/30/15	10/01/15	8,543,829	21,047,079	12,503,250	8,543,829	21,047,079	12,503,250
Subtotal Pool Investments		<u>27,558,200</u>				<u>15,053,751</u>	<u>27,558,200</u>	<u>12,504,449</u>	<u>15,053,751</u>	<u>27,558,200</u>	<u>12,504,449</u>
<u>Certificates of Deposit</u>											
CD 3000066	CD	1,033,464	0.35%	12/12/14	12/12/15	1,032,553	1,033,464	911	1,032,553	1,033,464	911
CD 3000155	CD	102,814	0.45%	06/14/15	06/14/17	102,658	102,814	156	102,658	102,814	156
CD 1071486	CD	2,678,890	0.35%	06/10/15	06/10/16	2,676,529	2,678,890	2,361	2,676,529	2,678,890	2,361
CD 1071487	CD	0	0.55%	06/10/14	09/10/15	2,596,688	0	(2,596,688)	2,596,688	0	(2,596,688)
Subtotal CD's		<u>3,815,167</u>				<u>6,408,428</u>	<u>3,815,167</u>	<u>(2,593,261)</u>	<u>6,408,428</u>	<u>3,815,167</u>	<u>(2,593,261)</u>
Grand Total		<u>63,035,585</u>				<u>48,894,150</u>	<u>63,035,585</u>	<u>14,141,435</u>	<u>48,894,150</u>	<u>63,035,585</u>	<u>14,141,435</u>



TOWN SECRETARY

To: Mayor and Town Council

From: Robyn Battle, Town Secretary

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – November 10, 2015

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a Priority Support Agreement between VP Imaging, Inc., dba DocuNav Solutions, and the Town of Prosper, Texas, related to the expansion of the Town's Laserfiche software system, through a Texas Department of Information Resources (DIR) contract.

Description of Agenda Item:

In October 2014, the Town Council approved an upgrade to the Town's Laserfiche software system by adding services to the Municipal Court and Human Resources Department. Staff is requesting to expand the software system in order to implement services for the following departments and divisions:

- Engineering
- Planning
- Building Inspections
- Code Enforcement
- Public Works
- Library Services
- Town Secretary's Office (additional user)
- Parks & Recreation
- Police

The Town currently has a Laserfiche Software Assurance Plan (LSAP) in place with DocuNav Solutions, which dictates that DocuNav is the Town's Value-Added Reseller (VAR) of record. As such, DocuNav is the only VAR that can provide upgrades and service to the Town's Laserfiche software. By utilizing the DIR contract, the Town will benefit from a 7% discount on the purchase of the related software.

The Town of Prosper entered into an interlocal agreement with the Texas Comptroller of Public Accounts Cooperative Purchasing Program (formerly, Texas Building and Procurement Commission) on March 14, 2006. Participation in the program allows our local government to purchase goods and services through the cooperative contract, DIR contracts included, while satisfying all competitive bidding requirements.

Budget Impact:

This item is an approved FY 2015-2016 supplemental request, and will be paid by the Town Secretary's Office (10-5480-10-02 Contract Services).

Legal Obligations and Review:

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

Attached Documents:

1. Proposal
2. Priority Support Agreement
3. Departmental Breakdown of One-Time and Annual Costs

Town Staff Recommendation:

Town staff recommends authorizing the Town Manager to execute a Priority Support Agreement between VP Imaging, Inc., dba DocuNav Solutions, and the Town of Prosper, Texas, related to the expansion of the Town's Laserfiche software system, through a Texas Department of Information Resources (DIR) contract.

Proposed Motion:

I move to authorize the Town Manager to execute a Priority Support Agreement between VP Imaging, Inc., dba DocuNav Solutions, and the Town of Prosper, Texas, related to the expansion of the Town's Laserfiche software system, through a Texas Department of Information Resources (DIR) contract.



VP Imaging, Inc. dba DocuNav Solutions
 8501 Wade Blvd., Suite 760
 Frisco, TX 75034

Item 5d
PROPOSAL

Robyn Battle
 Town of Prosper
robyn_battle@prospertx.gov
 (972) 569-1011



DocuNav Contact:
 Kelly McCormick

2015 Laserfiche Expansion Project

Date: 10/22/2015
Quote: 44123

Total Cost Per Department

<i>ENGNR</i>	Engineering Department Implementation	\$7,905.00
<i>PLNG</i>	Planning Department Implementation	\$7,044.00
<i>BLDG INSP</i>	Building Inspections Department Implementation	\$16,332.00
<i>CODE ENF</i>	Code Enforcement Department Implementation	\$3,261.00
<i>PUB WRK</i>	Public Works Department Implementation	\$6,183.00
<i>LIBRY</i>	Library Department Implementation	\$3,015.00
<i>Town Sec</i>	Town Secretary Additional User	\$615.00
<i>PRK REC</i>	Parks & Recreation Department Implementation	\$4,245.00
<i>PD</i>	Police Department Implementation	\$9,813.00

**Note: All quotes expire 30 days from above date. Please call your DocuNav contact for any changes.*

Subtotal	\$58,413.00
Tax	EXEMPT
Total	\$58,413.00

Sign Here

Date

Payment Terms: All payments are Net 30 from date of invoice issued. All past due invoices will receive a late fee of 1.5% per month. Preferred payment method: check or ACH payment. 4.2% processing fee for invoices paid by credit card.



Robyn Battle
 Town of Prosper
robyn_battle@prospertx.gov
 (972) 569-1011



DocuNav Contact:
 Kelly McCormick

Engineering

Date: 10/22/2015
Quote: 44123-1

SOFTWARE

5	MNF05	Laserfiche Avante Named Full User with Snapshot and Email	\$500.00	\$2,500.00
5	DN NV1	DocuNav Navigator for Laserfiche and TRAKiT	\$200.00	\$1,000.00

ANNUAL SUPPORT AGREEMENT

1	DSA PR	Priority Annual (DSA) DocuNav Solutions Priority Support Agreement: See attached agreement for details.	\$1,050.00	\$1,050.00
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PROFESSIONAL SERVICES

3	DN ICT	DocuNav Solutions Installation, Configuration, or Training Time On-site or Remotely @ \$1,200.00/day (minimum 1/2 day when scheduling). Includes Travel and Expenses. *Professional services time estimate is based upon Appendix A: Project Notes	\$1,200.00	\$3,600.00
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DISCOUNTS

-1	DN DSC	DocuNav Solutions DIR Discount (7% off software.) Please see DIR Contract #, DIR-TSO-3277.	\$245.00	-\$245.00
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*Note: All quotes expire 30 days from above date. Please call your DocuNav contact for any changes.

Subtotal	\$7,905.00
Tax	EXEMPT
Total	\$7,905.00

Sign Here

Date

Payment Terms: All payments are Net 30 from date of invoice issued. All past due invoices will receive a late fee of 1.5% per month. Preferred payment method: check or ACH payment. 4.2% processing fee for invoices paid by credit card.



Robyn Battle
 Town of Prosper
robyn_battle@prospertx.gov
 (972) 569-1011



DocuNav Contact:
 Kelly McCormick

Planning

Date: 10/22/2015
Quote: 44123-2

SOFTWARE

4	MNF05	Laserfiche Avante Named Full User with Snapshot and Email	\$500.00	\$2,000.00
4	DN NV1	DocuNav Navigator for Laserfiche and TRAKiT	\$200.00	\$800.00

ANNUAL SUPPORT AGREEMENT

1	DSA PR	Priority Annual (DSA) DocuNav Solutions Priority Support Agreement: See attached agreement for details.	\$840.00	\$840.00
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PROFESSIONAL SERVICES

3	DN ICT	DocuNav Solutions Installation, Configuration, or Training Time On-site or Remotely @ \$1,200.00/day (minimum 1/2 day when scheduling). Includes Travel and Expenses. *Professional services time estimate is based upon Appendix A: Project Notes	\$1,200.00	\$3,600.00
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DISCOUNTS

-1	DN DSC	DocuNav Solutions DIR Discount (7% off software.) Please see DIR Contract #, DIR-TSO-3277.	\$196.00	-\$196.00
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*Note: All quotes expire 30 days from above date. Please call your DocuNav contact for any changes.

Subtotal	\$7,044.00
Tax	EXEMPT
Total	\$7,044.00

 Sign Here

 Date

Payment Terms: All payments are Net 30 from date of invoice issued. All past due invoices will receive a late fee of 1.5% per month. Preferred payment method: check or ACH payment. 4.2% processing fee for invoices paid by credit card.



Robyn Battle
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robyn_battle@prospertx.gov
 (972) 569-1011



DocuNav Contact:
 Kelly McCormick

Building Inspection

Date: 10/22/2015
Quote: 44123-3

SOFTWARE

12	MNF05	Laserfiche Avante Named Full User with Snapshot and Email	\$500.00	\$6,000.00
12	DN NV1	DocuNav Navigator for Laserfiche and TRAKIT	\$200.00	\$2,400.00

ANNUAL SUPPORT AGREEMENT

1	DSA PR	Priority Annual (DSA) DocuNav Solutions Priority Support Agreement: See attached agreement for details.	\$2,520.00	\$2,520.00
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PROFESSIONAL SERVICES

5	DN ICT	DocuNav Solutions Installation, Configuration, or Training Time On-site or Remotely @ \$1,200.00/day (minimum 1/2 day when scheduling). Includes Travel and Expenses. *Professional services time estimate is based upon Appendix A: Project Notes	\$1,200.00	\$6,000.00
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DISCOUNTS

-1	DN DSC	DocuNav Solutions DIR Discount (7% off software.) Please see DIR Contract #, DIR-TSO-3277.	\$588.00	-\$588.00
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*Note: All quotes expire 30 days from above date. Please call your DocuNav contact for any changes.

Subtotal	\$16,332.00
Tax	EXEMPT
Total	\$16,332.00

 Sign Here

 Date

Payment Terms: All payments are Net 30 from date of invoice issued. All past due invoices will receive a late fee of 1.5% per month. Preferred payment method: check or ACH payment. 4.2% processing fee for invoices paid by credit card.



Robyn Battle
 Town of Prosper
robyn_battle@prospertx.gov
 (972) 569-1011



DocuNav Contact:
 Kelly McCormick

Code Enforcement

Date: 10/22/2015
Quote: 44123-4

SOFTWARE

1	MNF05	Laserfiche Avante Named Full User with Snapshot and Email	\$500.00	\$500.00
1	DN NV1	DocuNav Navigator for Laserfiche and TRAKIT	\$200.00	\$200.00

ANNUAL SUPPORT AGREEMENT

1	DSA PR	Priority Annual (DSA) DocuNav Solutions Priority Support Agreement: See attached agreement for details.	\$210.00	\$210.00
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PROFESSIONAL SERVICES

2	DN ICT	DocuNav Solutions Installation, Configuration, or Training Time On-site or Remotely @ \$1,200.00/day (minimum 1/2 day when scheduling). Includes Travel and Expenses. *Professional services time estimate is based upon Appendix A: Project Notes	\$1,200.00	\$2,400.00
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DISCOUNTS

-1	DN DSC	DocuNav Solutions DIR Discount (7% off software.) Please see DIR Contract #, DIR-TSO-3277.	\$49.00	-\$49.00
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*Note: All quotes expire 30 days from above date. Please call your DocuNav contact for any changes.

Subtotal	\$3,261.00
Tax	EXEMPT
Total	\$3,261.00

Sign Here

Date

Payment Terms: All payments are Net 30 from date of invoice issued. All past due invoices will receive a late fee of 1.5% per month. Preferred payment method: check or ACH payment. 4.2% processing fee for invoices paid by credit card.



Robyn Battle
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 (972) 569-1011



DocuNav Contact:
 Kelly McCormick

Public Works

Date: 10/22/2015
Quote: 44123-5

SOFTWARE

3	MNF05	Laserfiche Avante Named Full User with Snapshot and Email	\$500.00	\$1,500.00
3	DN NV1	DocuNav Navigator for Laserfiche and TRAKIT	\$200.00	\$600.00

ANNUAL SUPPORT AGREEMENT

1	DSA PR	Priority Annual (DSA) DocuNav Solutions Priority Support Agreement: See attached agreement for details.	\$630.00	\$630.00
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PROFESSIONAL SERVICES

3	DN ICT	DocuNav Solutions Installation, Configuration, or Training Time On-site or Remotely @ \$1,200.00/day (minimum 1/2 day when scheduling). Includes Travel and Expenses. *Professional services time estimate is based upon Appendix A: Project Notes	\$1,200.00	\$3,600.00
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DISCOUNTS

-1	DN DSC	DocuNav Solutions DIR Discount (7% off software.) Please see DIR Contract #, DIR-TSO-3277.	\$147.00	-\$147.00
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*Note: All quotes expire 30 days from above date. Please call your DocuNav contact for any changes.

Subtotal	\$6,183.00
Tax	EXEMPT
Total	\$6,183.00

Sign Here

Date

Payment Terms: All payments are Net 30 from date of invoice issued. All past due invoices will receive a late fee of 1.5% per month. Preferred payment method: check or ACH payment. 4.2% processing fee for invoices paid by credit card.



Robyn Battle
Town of Prosper
robyn_battle@prospertx.gov
(972) 569-1011



DocuNav Contact:
Kelly McCormick

Library

Date: 10/22/2015
Quote: 44123-6

SOFTWARE

1	MNF05	Laserfiche Avante Named Full User with Snapshot and Email	\$500.00	\$500.00
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ANNUAL SUPPORT AGREEMENT

1	DSA PR	Priority Annual (DSA) DocuNav Solutions Priority Support Agreement: See attached agreement for details.	\$150.00	\$150.00
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PROFESSIONAL SERVICES

2	DN ICT	DocuNav Solutions Installation, Configuration, or Training Time On-site or Remotely @ \$1,200.00/day (minimum 1/2 day when scheduling). Includes Travel and Expenses. <i>*Professional services time estimate is based upon Appendix A: Project Notes</i>	\$1,200.00	\$2,400.00
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DISCOUNTS

-1	DN DSC	DocuNav Solutions DIR Discount (7% off software.) Please see DIR Contract #, DIR-TSO-3277.	\$35.00	-\$35.00
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**Note: All quotes expire 30 days from above date. Please call your DocuNav contact for any changes.*

Subtotal	\$3,015.00
Tax	EXEMPT
Total	\$3,015.00

Sign Here

Date

Payment Terms: All payments are Net 30 from date of invoice issued. All past due invoices will receive a late fee of 1.5% per month. Preferred payment method: check or ACH payment. 4.2% processing fee for invoices paid by credit card.



Robyn Battle
 Town of Prosper
robyn_battle@prospertx.gov
 (972) 569-1011



DocuNav Contact:
 Kelly McCormick

Town Secretary

Date: 10/22/2015
Quote: 44123-7

SOFTWARE

1	MNF05	Laserfiche Avante Named Full User with Snapshot and Email	\$500.00	\$500.00
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ANNUAL SUPPORT AGREEMENT

1	DSA PR	Priority Annual (DSA) DocuNav Solutions Priority Support Agreement: See attached agreement for details.	\$150.00	\$150.00
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DISCOUNTS

-1	DN DIR DSC	DocuNav Solutions DIR Discount (7% off software.) Please see DIR Contract #, DIR-TSO-3277.	\$35.00	-\$35.00
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**Note: All quotes expire 30 days from above date. Please call your DocuNav contact for any changes.*

Subtotal	\$615.00
Tax	EXEMPT
Total	\$615.00

 Sign Here

 Date

Payment Terms: All payments are Net 30 from date of invoice issued. All past due invoices will receive a late fee of 1.5% per month. Preferred payment method: check or ACH payment. 4.2% processing fee for invoices paid by credit card.



Robyn Battle
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robyn_battle@prospertx.gov
 (972) 569-1011



DocuNav Contact:
 Kelly McCormick

Parks & Recreation

Date: 10/22/2015
Quote: 44123-8

SOFTWARE

3	MNF05	Laserfiche Avante Named Full User with Snapshot and Email	\$500.00	\$1,500.00
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ANNUAL SUPPORT AGREEMENT

1	DSA PR	Priority Annual (DSA) DocuNav Solutions Priority Support Agreement: See attached agreement for details.	\$450.00	\$450.00
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PROFESSIONAL SERVICES

2	DN ICT	DocuNav Solutions Installation, Configuration, or Training Time On-site or Remotely @ \$1,200.00/day (minimum 1/2 day when scheduling). Includes Travel and Expenses. <i>*Professional services time estimate is based upon Appendix A: Project Notes</i>	\$1,200.00	\$2,400.00
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DISCOUNTS

-1	DN DSC	DocuNav Solutions DIR Discount (7% off software.) Please see DIR Contract #, DIR-TSO-3277.	\$105.00	-\$105.00
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**Note: All quotes expire 30 days from above date. Please call your DocuNav contact for any changes.*

Subtotal	\$4,245.00
Tax	EXEMPT
Total	\$4,245.00

 Sign Here

 Date

Payment Terms: All payments are Net 30 from date of invoice issued. All past due invoices will receive a late fee of 1.5% per month. Preferred payment method: check or ACH payment. 4.2% processing fee for invoices paid by credit card.



Robyn Battle
 Town of Prosper
robyn_battle@prospertx.gov
 (972) 569-1011



DocuNav Contact:
 Kelly McCormick

Police

Date: 10/22/2015
Quote: 44123-9

SOFTWARE

3	MNF05	Laserfiche Avante Named Full User with Snapshot and Email	\$500.00	\$1,500.00
3	DN NV1	DocuNav Navigator for Laserfiche and ICS	\$200.00	\$600.00
1	MSA30	Laserfiche Avante Additional Repository for MS SQL <i>*Optional Recommendation</i>	\$1,000.00	\$1,000.00

ANNUAL SUPPORT AGREEMENT

1	DSA PR	Priority Annual (DSA) DocuNav Solutions Priority Support Agreement: See attached agreement for details.	\$930.00	\$930.00
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PROFESSIONAL SERVICES

5	DN ICT	DocuNav Solutions Installation, Configuration, or Training Time On-site or Remotely @ \$1,200.00/day (minimum 1/2 day when scheduling). Includes Travel and Expenses. <i>*Professional services time estimate is based upon Appendix A: Project Notes</i>	\$1,200.00	\$6,000.00
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DISCOUNTS

-1	DN DSC	DocuNav Solutions DIR Discount (7% off software.) Please see DIR Contract #, DIR-TSO-3277.	\$217.00	-\$217.00
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**Note: All quotes expire 30 days from above date. Please call your DocuNav contact for any changes.*

Subtotal	\$9,813.00
Tax	EXEMPT
Total	\$9,813.00

 Sign Here

 Date

Payment Terms: All payments are Net 30 from date of invoice issued. All past due invoices will receive a late fee of 1.5% per month. Preferred payment method: check or ACH payment. 4.2% processing fee for invoices paid by credit card.

**DocuNav Contact:**

Kelly McCormick

APPENDIX A**Project Notes:****Town of Prosper - 2015 Laserfiche Expansion Project****DocuNav to Configure Initial Laserfiche Folders, Index Templates, Filing Rules, etc. & Train Users in the Following Departments:****1) Engineering: 3 Days***^Includes integration w/ TRAKiT***2) Planning: 3 Days***^Includes integration w/ TRAKiT***3) Building Inspection: 5 Days***^Includes integration w/ TRAKiT***4) Code Enforcement: 2 Days***^Includes integration w/ TRAKiT***5) Public Works: 3 Days***^Includes integration w/ TRAKiT***6) Library: 2 Days****7) Parks & Recreation: 2 Days****8) Police: 5 Days***^Includes integration w/ ICS***Total Professional Services Time: 25 Days**

Professional Services Time Quoted is an estimate of the time needed to complete each departmental implementation, based on our understanding/assumptions of the project. Services Time is to be billed as-used *

**DocuNav Contact:**

Kelly McCormick

Shopping List

OPTIONAL SOFTWARE ADD-ONS

Additional Named Full Users		Pr/Unit	Discount	Support	Total
MNF05	Laserfiche Avante Named Full User with Snapshot and Email	\$500.00	-\$35.00	\$150.00	\$615.00
Laserfiche Forms Licensing		Pr/Unit	Discount	Support	Total
EFRM	Laserfiche Forms (per each named full user)	\$50.00	-\$3.50	\$15.00	\$61.50
MPFRM	Laserfiche Forms Portal Add-on <i>*Allows Form submissions from any number of unlicensed users</i>	\$7,995.00	-\$559.65	\$2,400.00	\$9,835.35
WebAccess & WebLink Licensing		Pr/Unit	Discount	Support	Total
MWAX	Laserfiche Avante Web Access (per each named full user)	\$100.00	-\$7.00	\$30.00	\$123.00
MPP1	Laserfiche Avante Starter Public Portal (Includes Laserfiche WebLink and 10 WebLink-only retrieval connections)	\$15,000.00	-\$1,050.00	\$4,500.00	\$18,450.00
MPPS	Laserfiche Avante Standard Public Portal (Includes Laserfiche WebLink and 25 WebLink-only retrieval connections)	\$25,000.00	-\$1,750.00	\$7,500.00	\$30,750.00
DocuNav Tools		Pr/Unit	Discount	Support	Total
DN GEO	DocuNav GeoDocs DocuNav Solutions, GeoDocs software, enables clients a seamless integration between ESRI and their Laserfiche ECM system. Web-based map users can locate critical documents and information stored in Laserfiche directly from the ESRI map. Additionally, users can attach documents directly from the map and take advantage of geo-tagging functionality.	\$10,000.00	-\$700.00	\$3,000.00	\$12,300.00
DN GEO AT	DocuNav AutoTag <i>*Optional GeoDocs enhancement tool that automatically geo-references Laserfiche Documents (based on existing index values tying them to the map) - making them searchable through "Ping Radius" searching, without manually attaching to the map</i>	\$2,000.00	-\$140.00	\$600.00	\$2,460.00
DN BU	DocuNav Solutions: Backup Utility (20-99 users) Automates the task of copying, validating file moves, and repathing Laserfiche volumes based upon the age of the volumes.	\$5,000.00	-\$350.00	\$1,500.00	\$6,150.00
DN AI	DocuNav AutoImport *** Please note: The DocuNav Auto Import product requires a full user license when importing documents into the system.	\$3,500.00	-\$245.00	\$1,050.00	\$4,305.00

**Note: All quotes expire 30 days from above date. Please call your DocuNav contact for any changes.*

**DocuNav Contact:**

Kelly McCormick

PRODUCT DESCRIPTIONS**Laserfiche Software**

Laserfiche Avante Named Full User with Snapshot and Email	Laserfiche Avante Named Full User with document management, Workflow, Snapshot and E-mail functionality. Each <u>Full User</u> is a named license and has the ability to perform all features within Laserfiche depending on security rights. Some features are: scan, make folders, move documents, index template fields, OCR, apply annotations, search, view, print, fax, etc. Full users have the Snapshot and E-mail add-ons. <u>Snapshot</u> allows a user to import electronic documents without printing and scanning, it converts application files to standard TIFF Group IV images, preserves the cleanest images by creating documents directly from electronic files, and manually/automatically imports documents for storage. <u>Email</u> sends documents directly from Laserfiche via email in preferred formats: PDF, JPEG, BMP, TIFF, PCX, and CALS. Specify pages and/or ranges. Preserve redactions in emailed documents. Send documents with any 32-bit MAPI compliant email client. Send documents to anyone with email, recipient email client does not need to be MAPI compliant.
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DocuNav Software

DocuNav Navigator	DocuNav Navigator is a simple and elegant Laserfiche integration for line-of-business applications, allowing users to both scan into and retrieve documents from Laserfiche without leaving the third-party application. The Navigator floating toolbar resides on top of the third-party application's interface, enabling one-click scan and retrieve functionality to corresponding documents or folders in Laserfiche, without an embedded or custom integration.
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Optional Software Add-Ons

Laserfiche Forms	Create custom forms from library of field or selection elements. Apply preset or custom themes, including page logo, colors, buttons, fonts, and more. Configure form elements to dynamically be displayed or hidden depending on user inputs or to be populated with data from external data sources. Automate form-based business processes with decision-making, e-mailing, approvals, and more. Custom form layout and dynamic behavior with CSS and JavaScript. Role-Based Security. Roles allow and restrict access to necessary functions for form submitters, or approvers, form creators, and system administrators. User view of details about all submitted form data. Tasks page allows users to view all of their pending and completed tasks. Administrator views of all submitted forms, process data, and approval history. Publication and Distribution. Distribute forms to audience via login to Forms system, public or secured URL, or embedding into other Web page. Export collected submission data to Microsoft Excel for further analysis or distribution.
Laserfiche Avante Web Access (per user)	Laserfiche Avante Web Access is a browser-based document management thin client that provides rapid deployment and simplified administration enterprise-wide. It is a secure gateway between your digital archives and your intranet or the Internet at large. You decide which documents to post, and Web Access automatically creates exact Web page copies of those documents without HTML programming. Comprehensive security measures guarantee the safety of your archives while making appropriate documents accessible via quick search to authorized users. Web Access offers virtually all of the document management capabilities of the standard Laserfiche interface. Staff can search, retrieve, create, move, rename and annotate documents as they would with the standard Laserfiche thick client.



<p>Laserfiche Avante Starter Public Portal (Includes Laserfiche WebLink and 10 WebLink-only retrieval connections)</p>	<p>Laserfiche Avante Starter Public Portal includes Laserfiche WebLink and 10 WebLink-only retrieval connections. WebLink is a browser-based document management thin client that provides rapid deployment and simplified administration enterprise-wide. It is a secure gateway between your digital archives and your intranet or the Internet at large. You decide which documents to post, and WebLink automatically creates exact Web page copies of those documents without HTML programming. Comprehensive security measures guarantee the safety of your archives while making appropriate documents accessible via quick search to authorized users.</p>
<p>Laserfiche Avante Standard Public Portal (Includes Laserfiche WebLink and 25 WebLink-only retrieval connections)</p>	<p>Laserfiche Avante Standard Public Portal includes Laserfiche WebLink and 25 WebLink-only retrieval connections. WebLink is a browser-based document management thin client that provides rapid deployment and simplified administration enterprise-wide. It is a secure gateway between your digital archives and your intranet or the Internet at large. You decide which documents to post, and WebLink automatically creates exact Web page copies of those documents without HTML programming. Comprehensive security measures guarantee the safety of your archives while making appropriate documents accessible via quick search to authorized users.</p>
<p>DocuNav GeoDocs</p>	<p>DocuNav Solutions, GeoDocs software, enables clients a seamless integration between ESRI and their Laserfiche ECM system. Web-based map users can locate critical documents and information stored in Laserfiche directly from the ESRI map. Additionally, users can attach documents directly from the map and take advantage of geo-tagging functionality.</p>
<p>DocuNav Backup Utility</p>	<ul style="list-style-type: none"> · Automates the task of copying, validating file moves, and repathing Laserfiche volumes based upon the age of the volumes · Reduces the database size in environments supporting production and archive databases. The tool can be configured to support only applicable items in the production database based upon predetermined parameters, items that don't meet the parameters can be automatically moved to archive. · Automates the task of managing backups by supporting the capability to backup only the most current volumes in an automated fashion versus as a manual task.
<p>DocuNav AutoImport *** Please note: The DocuNav Auto Import product requires a full user license when importing documents into the system.</p>	<p>DocuNav AutoImport reads barcodes from documents and maps these values to template fields, folders, and document names while importing into Laserfiche. Using barcode slip-sheet technology AutoImport delimits batches into separate documents for faster processing and scanning. Monitors any number of network or FTP folders and imports documents into corresponding Laserfiche folders automatically at configurable frequency. An optional report function allows IT to receive email notice when uploads have not completed properly, ensuring every page makes it to the server. Commonly, AutoImport is used to automatically import documents from multi-function copiers or fax equipment which then starts Laserfiche Workflow or AutoFile rules. DocuNav AutoImport is a per database license.</p>



DOCUNAV SOLUTIONS PRIORITY SUPPORT AGREEMENT

The cornerstone of the DocuNav Customer Support program is Priority Support Service. Priority Support Service provides expert troubleshooting. Priority Support Service additionally provides you with answers to ensure smooth, productive operation of your system. DocuNav Solutions technical support team consists of expert problem-solvers trained to support customers across their complete Laserfiche / DocuNav solution. They troubleshoot, identify problems, and provide issue resolution—even when the issue is beyond Laserfiche. Support extends to troubleshooting with scanners, security, firewalls, networks, databases, operating systems, virtual machines and interfaces with 3rd party applications. With a Priority Annual DocuNav Support Agreement (PR DSA), you're entitled to the services listed below.

Priority Support Services

You can expect a response from our support team within 4 hours of reporting any issue to start the resolution process. Our PR DSA customers also receive expedited escalation of any issues that are mission critical to minimize system downtime.

All support services start with an e-mail or phone call to the DocuNav support team. Customers should identify valid technical support contacts for their organization and inform DocuNav of their authorized contacts. Authorized contacts should first e-mail or call to report service issues/questions. Emails should be directed to support@docunav.com. The e-mail should include information regarding the issues and/or questions. To speak with the support team, call 800-353-2320, option 3. As our support staff works on your cases, they may bring in additional staff expertise as needed to resolve your issues or answer your questions. We will prioritize incoming email support issues and phone calls for our PR DSA customers (within the 4-hour response time); for example, a system failure will receive a response before a scanning issue.

Priority Support includes:

- 4 Hour Response Time
- Remote Log-in Capabilities
- Support issues are logged into our system and tracked through completion
- Issue escalation to software developers when appropriate
- Annual 4 hour System Review with experienced DocuNav technical staff
- Free enrollment to Laserfiche Certified Professional Program
- Access to certain DocuNav specialized products at no additional charge— to enhance solution
- Access to the Laserfiche Software Assurance Plan (LSAP)

Priority Support Services offers assistance with:

- Installation and operation support services— to verify the software is operational
- Information services— to interpret error messages and suggest corrective actions
- Troubleshooting services across complete solution— to verify issues being addressed (even when issue extends beyond Laserfiche), to suggest problem-solving techniques, to determine work around solutions, to identify and resolve issues with supported peripherals and hardware
- Advice on proper system configuration and general best practices suggestions for Laserfiche Administration

Scheduled After Hours Support:

- After Hours: After 5pm CST/ Before 8am CST Monday-Friday, and Weekend Hours: Saturday-Sunday
- Multiplier is x1.5 regular professional services rate
- Tasks must be scheduled, minimum ½ day when scheduling on-site services

Optional 24/7 365 Days Support:

- DocuNav Priority Support Customers will be provided with support contact information to use for emergency support issues that may arise after normal support hours.
- Emergency Technical Support Access Fee is 10% of Priority DSA
- Multiplier is x3 regular professional services rate
- Support applies **24 Hours/Day, 7 Days/Week, and 365 Days/Year** – No Exclusion

Support hours are Monday - Friday 8:00 a.m. - 5:00 p.m., Central Standard Time, excluding holidays.

Laserfiche Software Assurance Plan

Your DocuNav PR DSA also includes the Laserfiche Software Assurance Plan (LSAP). Please see included LSAP document, Exhibit A, which is incorporated by reference.

LSAP entitles you to receive access to the [Laserfiche Support Site](#) where you'll find detailed technical information to help you optimize system performance and maximize uptime.

Online Resources Available:

- Knowledge Base articles
- Training Resources
- Forums
- Downloads
- Laserfiche Code Library

Technical Support Team

DocuNav's technical support team is comprised of implementation experts, technicians, trainers, and software developers. DocuNav's technical support team is recognized by Laserfiche, as Gold-Level Certified for their support services. Every one of DocuNav's multiple support staff members is tested and mandated to retain current certifications across the Laserfiche product suite.

DocuNav Integration Support

DocuNav PR DSA also includes support across all DocuNav integration tools. Your current support contract will allow you direct access to the developers of the integration tools ensuring a knowledgeable response.

Software Updates and Feature Enhancements

Your PR DSA includes comprehensive software assurance plans to help preserve your investment by delivering periodic updates that extend the benefits of the original purchase. These plans include crucial point updates, patches and service packs as released by Laserfiche throughout the year. Another advantage is Laserfiche full version releases are also offered at no additional cost as part of your PR DSA.

All DocuNav software will also follow along the same update schedule. As Laserfiche updates become available, DocuNav will release any necessary updates to DocuNav software ensuring customers maintain seamless compatibility across their solutions.

DocuNav tests all manufacturers' updates and consults with customers on an individual basis. After consultation, DocuNav will make recommendations for each customer's unique system on the optimal timing in the release cycle to consider updating. DocuNav's knowledgeable staff protects and guides customers to the most successful deployment of future updates and enhancements of their solutions.

Internet services and remote access

This service provides our PR DSA clients with remote access to the same quality assistance and advice that they would receive from an on-site visit by one of our technicians. Using remote connectivity, a DocuNav technical staff member can connect to your system and control your screen as you watch and speak with us over the phone. This powerful, interactive technique allows us to assist you in various tasks.

Annual System Review

Annually, a 4-hour remote system review with an experienced DocuNav technical team member has been included with your DocuNav PR DSA. This event can be scheduled by contacting your DocuNav Account Manager and can occur anytime throughout the year of your DocuNav PR DSA. During the annual system review, DocuNav technical staff will analyze the configuration of the existing Laserfiche application server, database, and backup procedures. Additionally, the Laserfiche configuration will be reviewed to include volume structures, folder trees, security and template field creation. Upon completion of the review, DocuNav will provide the customer with documentation detailing the findings as well as best practice recommendations for adjustments that would enhance the solution.

Extended User Education

Using hands-on teaching methods, end-user education courses are held throughout the year to help you design, develop, and maintain your DocuNav solution. Led by experienced teachers, you gain knowledge and expertise of your DocuNav Solution. Optional free webinars covering a variety of topics are also available throughout the year. Whether on-site or remote, the sessions provide improved employee understanding of your system and increased utilization.

Free enrollment to a variety of courses available through the Laserfiche Certified Professional Program (CPP) is also included and is a staple of your PR DSA. Every CPP certification includes online training that you can access from anywhere at any time. Through the CPP's comprehensive online training, you can gain complex content management skills without having to travel or spend time in the classroom. Along with online training videos, you receive a full training manual with screenshots and a detailed walkthrough of all the functionality relevant to the CPP course you are taking. To register for a CPP course, please contact your DocuNav Account Manager for details.

Grow the Value of Your Laserfiche Investment



Because technology changes so rapidly, keeping your systems secure, efficient and up-to-date can be a major challenge. Our **Laserfiche Software Assurance Plan (LSAP)** provides you with the comprehensive resources you need to meet this challenge successfully—and to maximize the return on your Laserfiche investment.

Learn More Inside:

- ▶ Lower your total cost of ownership
- ▶ Proactively manage your IT investments
- ▶ Simplify system maintenance
- ▶ Quickly adapt to changing business conditions

Laserfiche safeguards your organization's most important asset: your information. That's why LSAP is such an important part of your organization's document management portfolio.

In return for your annual LSAP investment, you receive everything you need to properly and cost effectively maintain your Laserfiche system:

- **Rapid-response technical support.** Your Laserfiche reseller will promptly troubleshoot and resolve any issues that arise—before they impact operations or affect staff productivity.
- **The latest hotfixes, updates and patches.** These critical items ensure that your Laserfiche system continues to operate at peak efficiency.
- **New releases.** You'll make sure your system stays current, as new releases of your licensed products are included at no additional charge.
- **Online support resources.** Your staff receive 24/7 access to the Laserfiche Support Site, where they'll find the detailed technical information that helps them optimize system performance and maximize uptime, as well as integrate your document repository with your organization's other line-of-business applications.
- **Comprehensive training.** All staff can take advantage of numerous hands-on training opportunities—including Regional Training and our annual Laserfiche Institute Conference—where Laserfiche experts will show them how to best use Laserfiche tools to increase productivity. Need information now? Videos, guides and other training resources are available on the Support Site around the clock.
- **An easy path to growth.** We're committed to continuously improving and expanding the Laserfiche product suite. And as we do, you can credit 100% of the purchase price of your current Laserfiche software toward any new product purchases.

Lower Your Total Cost of Ownership

The expense of maintaining your technology investments can be as significant as it is difficult to predict. LSAP, however, helps you take the guesswork out of budgeting, because it bundles everything you need to maintain your Laserfiche system into a modest annual payment.

For example, with LSAP, you'll receive complete support from your Laserfiche reseller, who brings their extensive experience designing, implementing and supporting solutions to meet and even anticipate your needs. You also won't have to budget for software updates, because you'll receive each new release at no additional charge.

And you won't have to pay an additional subscription fee for the hotfixes, utilities, technical articles and troubleshooting guides your IT staff need to maintain your system, customize Laserfiche functionality and provide quality technical support to users. With LSAP, all of this material is automatically available to your staff on the Laserfiche Support Site.

Maximize Your Return on Investment

Technology represents one of the most significant investments you make in your organization's success. That's why we're committed to constantly improving the Laserfiche suite to help you meet new business challenges. LSAP provides your organization with these enhancements as soon as they're released, along with the technical support that preserves and extends the value of your Laserfiche investment.

Perhaps most importantly, having LSAP gives you the option of purchasing new modules to add to your system as your organization's needs change. You also have the option of purchasing a larger Laserfiche system—and, when you do, you can credit 100% of the purchase price of your current software toward your new system.

Combine all these benefits into a manageable annual cost, and LSAP is the most cost effective way to make the most of your Laserfiche investment.

Support Staff Efficiency

It's critical that your IT staff take a proactive approach to managing your technology investments. That's why LSAP provides IT personnel with the resources they need to effectively administer your Laserfiche system—and to prevent problems from occurring.

As part of your organization's annual LSAP investment, your IT staff receive round-the-clock access to the Laserfiche Support Site.

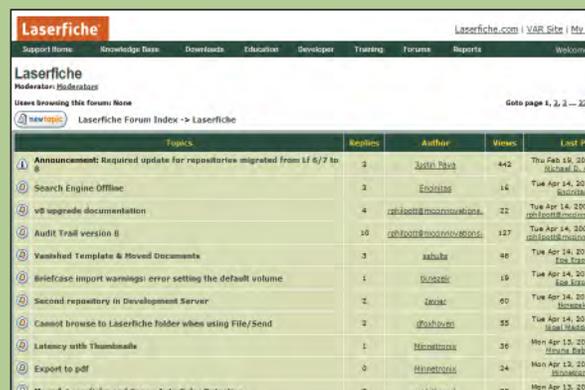
At support.laserfiche.com, you'll find:

- **Knowledge Base articles.** These technical articles, detailing configuration information, troubleshooting guidelines, known issues and tips for easier system maintenance, are based on customer support cases.
- **Training Resources.** From best practices and technical white papers to training guides and videos, you have access to the materials you need to configure and use Laserfiche most effectively.
- **Forums.** By engaging in ongoing discussions with the entire Laserfiche community, from engineers and other staff to resellers, users and product partners, your staff can learn best practices, discuss solutions to common challenges and suggest new product features.
- **Downloads.** Besides product downloads, upgrades and language packs, you'll find product utilities that help automate tasks, such as creating records series and building electronic folder structures.
- **Laserfiche Code Library™.** In the Code Library, you'll find downloadable scripts, integrations and custom applications to extend Laserfiche functionality, many of which are submitted by members of the Laserfiche community.

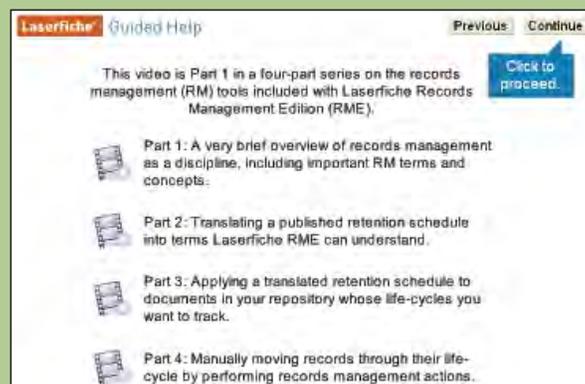
As long as your LSAP remains current, all Laserfiche users can register for the Support Site—so you ensure your staff have the information they need to continually improve their productivity.



Downloadable scripts and custom applications in the Code Library help your IT staff easily extend Laserfiche functionality.



Forums provide an interactive location to discuss product features and functionality with Laserfiche Developers and other members of the Laserfiche community.



Training videos provide hands-on instruction in how to use Laserfiche most effectively.

The Value of LSAP

From basic technical support to premium support that minimizes downtime and ensures you have every resource you need to meet technical challenges and expand your Laserfiche infrastructure, choose the LSAP package that meets your needs.

	Basic LSAP	Premium LSAP
New releases and product updates	✓	✓
Telephone support from Laserfiche engineers, through your reseller	(24 hours)	(4 hours)
100% credit toward product updates	✓	✓
24/7 access to the Knowledge Base articles, discussion forums and educational resources on the Support Site	✓	✓
Direct-to-Laserfiche Web chat for designated support personnel		✓
Fast-track escalation for rapid resolution of urgent support cases		✓
Preferred pricing on Laserfiche user education programs, including Regional Training and the annual Laserfiche Institute Conference		✓

Laserfiche creates simple and elegant document management solutions that help organizations run smarter. Since 1987, more than 25,000 organizations—including government offices, Fortune 1000 companies, healthcare organizations and financial services firms—have used Laserfiche software to streamline processes for managing documents, records and workflow. By digitizing paper archives, Laserfiche enables users to instantly pinpoint the information they need and complete daily tasks more efficiently. Secure Web access allows organizations to share information with remote offices, business partners and customers, while user- and role-based security options ensure compliance with government- and industry-mandated standards.

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Your Next Step

To learn more about LSAP, call (800) 985-8533 or visit www.laserfiche.com/lsap.

3545 Long Beach Blvd.
Long Beach, CA 90807
USA

E-mail: info@laserfiche.com
Phone: (562) 988-1688
Fax: (562) 988-1886
www.laserfiche.com

**Laserfiche Quote for Enhanced Services
FY 2015-2016**

	Existing Users	Users Added	Software (One-Time Cost)	Support (Annual Maintenance)	Professional Services (One-Time Cost)	Total One-Time Cost	Total Annual Cost	Total Decision Package Cost
Engineering	0	5	\$3,255	\$1,050	\$3,600	\$6,855	\$1,050	\$7,905
Planning	0	4	\$2,604	\$840	\$3,600	\$6,204	\$840	\$7,044
Building Inspections	0	12	\$7,812	\$2,520	\$6,000	\$13,812	\$2,520	\$16,332
Code Enforcement	0	1	\$651	\$210	\$2,400	\$3,051	\$210	\$3,261
Public Works	0	3	\$1,953	\$630	\$3,600	\$5,553	\$630	\$6,183
Library Services	0	1	\$465	\$150	\$2,400	\$2,865	\$150	\$3,015
Town Secretary's Office	1	1	\$465	\$150	\$0	\$465	\$150	\$615
Parks & Recreation	0	3	\$1,395	\$450	\$2,400	\$3,795	\$450	\$4,245
Police	0	7	\$2,883	\$930	\$6,000	\$8,883	\$930	\$9,813
Totals:	0	37	\$21,483	\$6,930	\$30,000	\$51,483	\$6,930	\$58,413



FINANCE

To: Mayor and Town Council

From: January Cook, CPPO, CPPB, Purchasing Agent

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – November 10, 2015

Agenda Item:

Consider and act upon approving the purchase of two pick-up trucks for the Building Inspections Division, from Caldwell Country Chevrolet, through the Texas Local Government Purchasing Cooperative; one pick-up truck for the Park Operations Division, from Silsbee Ford, through the Houston-Galveston Area Council (HGAC) Cooperative Purchasing Program; and three public safety rated sport utility vehicles for the Police Department, from Holiday Chevrolet, through the State of Texas Cooperative Purchasing Program.

Description of Agenda Item:

The following items are on the list of approved replacements for the FY 2015-2016 Vehicle Equipment Replacement Program:

- Two 2016 Chevrolet 1500 Silverado Regular Cab Pick-Up Trucks (Replacing Units 1304 and 1305)
- Three 2016 Chevrolet Tahoe Public Safety Rated Sport Utility Vehicles (Replacing Units 702, 901 and 902)

The following item was included in an approved FY 2015-2016 supplemental request for an additional position:

- One 2016 Ford F250 Regular Cab Pick-Up Truck (Chemical Technician)

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 an interlocal participation agreement in April 2006, providing the Town's participation in the State of Texas Cooperative Purchasing Program. Participation in the program allows our local government to purchase goods and services through the cooperative program, including Texas SmartBuy contracts, while satisfying all competitive bidding requirements.

The Town of Prosper entered into an interlocal participation agreement in June 2005, providing the Town's participation in the Texas Local Government Purchasing Cooperative. Participation in the cooperative purchasing program allows our local government to purchase goods and

services from the cooperative's online purchasing system, BuyBoard, while satisfying all competitive bidding requirements.

The Town of Prosper and HGAC entered into an interlocal agreement, effective January 4, 2001, which allows our local government to purchase certain goods or services through HGAC. The agreement renews automatically each fiscal year, unless cancelled by either party.

Budget Impact:

The total price for the purchase of three pick-up trucks is \$61,643.75, and the total base price for the purchase of three public safety sport utility vehicles is \$101,879.82.

Park Operations	Budget	Purchase Price	Difference
Approved Supplemental Requests	\$ 21,500.00	\$ 22,363.75	-\$ 863.75
Building Inspections			
Approved Replacements (VERF)	\$ 40,000.00	\$ 39,280.00	\$ 720.00
Police Department			
Approved Replacements (VERF)	\$ 120,606.00	\$ 101,879.82	\$ 18,726.18

The shortage for the Park Operations Division will be funded from its operational budget.

The Police Department's remaining balance will be utilized to purchase and install after-market products that are necessary for patrol operations. It is anticipated that after exhausting VERF funds, the Police Department will have a shortage of approximately \$2,700.00 that will be funded from its operational budget to complete the purchase and installation of the after-market products.

Due to the increased base price of the Chevrolet Tahoe (19% increase from last year), staff looked at alternative vehicle options for the Police Department. Pricing was obtained for a Ford Interceptor SUV, a Chevrolet Caprice sedan, and a Dodge Charger sedan. After considering alternatives, it is the Police Department's recommendation to purchase the Chevrolet Tahoe. As previously explained to Town Council, the Police Department is attempting to standardize their fleet. This will allow for interchangeability of equipment between units, which will result in cost savings in future years. Additionally, in order to offset some of the price increase, the Police Department plans to reassign the Police Chief's Chevrolet Tahoe to a supervisor's unit, and replace with a base model (reference Attachment 3, Chief's Unit) with no after-market products.

Attached Documents:

1. Chevrolet 1500 Silverado Pick-Up Truck Quote
2. Ford F250 Pick-Up Truck Quote
3. Chevrolet Tahoe Public Safety Rated Sport Utility Vehicle Quotes

Town Staff Recommendation:

Town staff recommends approval of the purchase of two pick-up trucks for the Building Inspections Division, from Caldwell Country Chevrolet, through the Texas Local Government Purchasing Cooperative; one pick-up truck for the Park Operations Division, from Silsbee Ford, through the Houston-Galveston Area Council (HGAC) Cooperative Purchasing Program; and three public safety rated sport utility vehicles for the Police Department, from Holiday Chevrolet, through the State of Texas Cooperative Purchasing Program.

Proposed Motion:

I move to approve the purchase of two pick-up trucks for the Building Inspections Division, from Caldwell Country Chevrolet, through the Texas Local Government Purchasing Cooperative; one pick-up truck for the Park Operations Division, from Silsbee Ford, through the Houston-Galveston Area Council (HGAC) Cooperative Purchasing Program; and three public safety rated sport utility vehicles for the Police Department, from Holiday Chevrolet, through the State of Texas Cooperative Purchasing Program.

QUOTE# 00B-SHORT BOX

CONTRACT PRICING WORKSHEET

End User: TOWN OF PROSPER			Contractor: CALDWELL COUNTRY		
Contact Name: JANUARY COOK			CALDWELL COUNTRY		
Email: JANUARY_COOK@PROSPERTX.GOV			Prepared By: Averyt Knapp		
Phone #: 972-569-1018			Email: aknapp@caldwellcountry.com		
Fax #: 972-347-3579			Phone #: 800-299-7283 or 979-567-6116		
Location City & State: PROSPER, TX			Fax #: 979-567-0853		
Date Prepared: OCTOBER 23, 2015			Address: P. O. Box 27, Caldwell, TX 77836		
Contract Number: BUY BOARD #430-13			Tax ID # 14-1856872		
Product Description: 2016 CHEVROLET 1500 SILVERADO 4X2 REG CAB CC15703					
A Base Price & Options:					\$19,440
B Fleet Quote Option					
Code	Description	Cost	Code	Description	Cost
	4X2-REGULAR CAB, 4.3L-V6, 6-SPD AUTOMATIC, AIR CONDITION, AMFM- STEREO, 40-20-40 VINYL BENCH, FULL RUBBER FLOOR TILT, CRUISE, POWER DOOR LOCKS, 6.5' BED, REAR STEP BUMPER	INCL			
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY	
				PO BOX 27	
				CALDWELL, TEXAS 77836	
Subtotal B					INCL
C Unpublished Options					
Code	Description	Cost	Code	Description	Cost
Subtotal C					
D Other Price Adjustments (Installation, Delivery, Etc...)					
Subtotal D					INCL
E Unit Cost Before Fee & Non-Equipment Charges(A+B+C+D)					\$19,440
Quantity Ordered					2
X					

Subtotal E		\$38,880
F Non-Equipment Charges (Trade-In, Warranty, Etc...)		
BUY BOARD		\$400
G. Color of Vehicle: WHITE EXTERIOR		
H. Total Purchase Price (E+F)		
		\$39,280
	Estimated Delivery Date:	60-90 DAYS APPX



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract No.: VE11-13

Date Prepared: 10/30/2015

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	TOWN OF PROSPER	Contractor:	SILSBEE FORD
Contact Person:	JANUARY COOK	Prepared By:	RICHARD HYDER
Phone:	(972) 569-1018	Phone:	(409) 300-1385
Fax:		Fax:	(409) 895-3884
Email:	JANUARY_COOK@PROSPERTX.GOV	Email:	RHYDER.COWBOYFLEET@GMAIL.COM

Product Code:	D21	Description:	2016 FORD F250 REGULAR CAB
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract: \$ 19,666.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
F2A F250 REGULAR CAB 8' BED	\$ 1,160.00		
6.2L V8 GAS	\$ -		
535 TRAILER TOWING PKG	\$ -		
Z1 EXTERIOR WHITE	\$ -		
AS INTERIOR VINYL 40/20/40	\$ -		
X3E 3.73 ELECTRONIC LOCKING AXLE	\$ 390.00		
Subtotal From Additional Sheet(s):			\$ -
Subtotal B:			\$ 1,550.00

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Subtotal From Additional Sheet(s):			
Subtotal C:			\$ -

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 0%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	\$ 21,216.00	=	Subtotal D:	\$ 21,216.00
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E. H-GAC Order Processing Charge (Amount Per Current Policy) Subtotal E: \$ 600.00

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
DELIVERY 313 MILES	\$ 547.75		
Subtotal F:			\$ 547.75

Delivery Date: ~90 DAYS **G. Total Purchase Price (D+E+F):** \$ 22,363.75



DEFENDER SUPPLY

Date	9/17/2015
Estimate By	George Severe
	george@defendersupply.com
	(903) 564-5641



Bill To
Prosper TX Police Department Sergeant Bryan Golden 101 South Main Prosper, Texas 75078

Customer Contact	Bryan Golden
Customer Phone	972-569-1031 Sgt. ...
Customer E-mail	bryan_golden@pro...
Estimate #	12453

2016 Chevrolet Tahoe 2WD 9C1
Vehicle Base Color - Black, Chief's Unit

Description	Location	Qty.	Cost	Total
2016 Chevrolet Tahoe 2WD 9C1 with EcoTec3 5.3-liter, Direct-Injection V8, 355 hp/383 pound-feet of torque, FlexFuel1 capability & Active Fuel Management, External Engine Oil Cooler, 660-CCA Primary Battery with Standard 730-CCA Isolated Auxiliary Battery, 170-Amp Alternator, Hydra-Matic 6L80 6-Speed Auto Overdrive Trans with Tow/Haul Mode, Rear Axle, 3.08 Ratio, Auxiliary Transmission Oil Cooler, Heavy Duty Locking Differential, Heavy-Duty Police-Rated Suspension, StabiliTrak Stability Control System, Engine Skid Plate, High Out-Put Alternator, High Capacity Air Cleaner, Power Windows / Door Locks, Power Heated Mirrors, Dual Climate Control, Front & Rear Air Conditioning, 6-Way Power Driver & Passenger Seats, 4.2" Diagonal Display with AM/FM stereo, CD player & SD Card Slot. OnStar with Bluetooth Connectivity, Rear-Vision Camera System, Tilt Steering, Cruise Control, Cloth Front & Vinyl Rear Seats, Heavy-Duty Vinyl Flooring, 140-mph Certified Speedometer & Driver Information Center, Compass, Outside Temperature, Projector-Beam Headlamps, Engine Hour Meter, Tilt-Adjustable Steering Column, Electric Power Steering, Intermittent Wet-Arm Wiper/Washers, Rear Wiper / Washer, Rear-Passenger Conversation Mirror, Remote Keyless Key FOB Entry, Rear Park Assist with Audible Warning, Heavy-Duty 4-wheel disc Antilock Brake System with Power Assist, V-Rated All Season Police Pursuit P265/60R17 Tires, 17" Steel Wheels with Bolt-on Center Caps & Full Size Matching Spare Tire with Inactive Tire Pressure Monitor. (Purchased Through Holiday Chevrolet). Note: All options may not be correct at this time. Sold for \$33,588.94 - NO SPOTLIGHT	Vehicle Description	1	33,588.94	33,588.94
Front Recovery Hooks		1	47.00	47.00
Texas Smart Buy – Contract # 071-A1 Commodity Code 07105160134 at \$33,588.94 under Johnson Grayson Automotive – DBA Holiday Chevrolet. Defender Supply is the Fleet department for Holiday Chevrolet's police and fire vehicle sales. Vin # GR162736 Black Unit Customer PO # Customer to Pick Up Vehicle				

Vehicle and Emergency Equipment Total	Quantity Ordered	1
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Total Vehicle Order Cost	\$33,635.94
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Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.

SIGNATURE _____



DEFENDER SUPPLY

Date	9/17/2015
Estimate By	George Severe
	george@defendersupply.com
	(903) 564-5641



Bill To
Prosper TX Police Department Sergeant Bryan Golden 101 South Main Prosper, Texas 75078

Customer Contact	Bryan Golden
Customer Phone	972-569-1031 Sgt. ...
Customer E-mail	bryan_golden@pro...
Estimate #	12453

2016 Chevrolet Tahoe 2WD 9C1
Vehicle Base Color - Black, Chief's Unit

Description	Location	Qty.	Cost	Total
Title as follows: Town of Prosper PO Box 307 Prosper, TX 75078 Physical address (if needed) is: Town of Prosper 121 W. Broadway Prosper, TX 75078				

Vehicle and Emergency Equipment Total	\$33,635.94
Quantity Ordered	1

Total Vehicle Order Cost	\$33,635.94
---------------------------------	--------------------

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.

SIGNATURE _____



DEFENDER SUPPLY

Date	9/16/2015
Estimate By	George Severe
	george@defendersupply.com
	(903) 564-5641



Bill To
Prosper TX Police Department Sergeant Bryan Golden 101 South Main Prosper, Texas 75078

Customer Contact	Bryan Golden
Customer Phone	972-569-1031 Sgt. ...
Customer E-mail	bryan_golden@pro...
Estimate #	12434

2016 Chevrolet Tahoe 2WD 9C1
Vehicle Base Color - White, Patrol Unit #1

Description	Location	Qty.	Cost	Total
Patrol Unit #1				
Prosper TX PD - 2016 Chevrolet Tahoe 2WD 9C1 Patrol Unit - Vehicle Only				
2016 Chevrolet Tahoe 2WD 9C1 with EcoTec3 5.3-liter, Direct-Injection V8, 355 hp/383 pound-feet of torque, FlexFuel1 capability & Active Fuel Management, External Engine Oil Cooler, 660-CCA Primary Battery with Standard 730-CCA Isolated Auxiliary Battery, 170-Amp Alternator, Hydra-Matic 6L80 6-Speed Auto Overdrive Trans with Tow/Haul Mode, Rear Axle, 3.08 Ratio, Auxiliary Transmission Oil Cooler, Heavy Duty Locking Differential, Heavy-Duty Police-Rated Suspension, StabiliTrak Stability Control System, Engine Skid Plate, High Out-Put Alternator, High Capacity Air Cleaner, Power Windows / Door Locks, Power Heated Mirrors, Dual Climate Control, Front & Rear Air Conditioning, 6-Way Power Driver & Passenger Seats, 4.2" Diagonal Display with AM/FM stereo, CD player & SD Card Slot. OnStar with Bluetooth Connectivity, Rear-Vision Camera System, Tilt Steering, Cruise Control, Cloth Front & Vinyl Rear Seats, Heavy-Duty Vinyl Flooring, 140-mph Certified Speedometer & Driver Information Center, Compass, Outside Temperature, Projector-Beam Headlamps, Engine Hour Meter, Tilt-Adjustable Steering Column, Electric Power Steering, Intermittent Wet-Arm Wiper/Washers, Rear Wiper / Washer, Rear-Passenger Conversation Mirror, Remote Keyless Key FOB Entry, Rear Park Assist with Audible Warning, Heavy-Duty 4-wheel disc Antilock Brake System with Power Assist, V-Rated All Season Police Pursuit P265/60R17 Tires, 17" Steel Wheels with Bolt-on Center Caps, Full Size Matching Spare Tire with Inactive Tire Pressure Monitor. (Purchased Through Holiday Chevrolet). Note: All options may not be correct at this time. Sold for \$33,588.94	Vehicle Description	1	33,588.94	33,588.94
Unity driver side halogen spotlight, shaft, handle and mount for a 2015+ Tahoe (LED replacement bulb sold separately)		1	300.00	300.00
Front Recovery Hooks		1	47.00	47.00
Texas Smart Buy – Contract # 071-A1 Commodity Code 07105160134 at \$33,588.94 under Johnson Grayson Automotive – DBA Holiday Chevrolet.				
Defender Supply is the Fleet department for Holiday Chevrolet's police and fire vehicle sales.				
Vin #				
Customer PO #				

Vehicle and Emergency Equipment Total	Quantity Ordered	1
--	------------------	---

Total Vehicle Order Cost	\$34,130.94
---------------------------------	--------------------

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.

SIGNATURE _____



DEFENDER SUPPLY

Date	9/16/2015
Estimate By	George Severe
	george@defendersupply.com
	(903) 564-5641



Bill To
Prosper TX Police Department Sergeant Bryan Golden 101 South Main Prosper, Texas 75078

Customer Contact	Bryan Golden
Customer Phone	972-569-1031 Sgt. ...
Customer E-mail	bryan_golden@pro...
Estimate #	12434

2016 Chevrolet Tahoe 2WD 9C1
Vehicle Base Color - White, Patrol Unit #1

Description	Location	Qty.	Cost	Total
Title as follows: Town of Prosper PO Box 307 Prosper, TX 75078 Physical address (if needed) is: Town of Prosper 121 W. Broadway Prosper, TX 75078 Patrol Unit # 1 Setina Padded Push Bumper for the 2015+ Tahoe				195.00

Vehicle and Emergency Equipment Total	\$34,130.94
--	--------------------

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.

Quantity Ordered	1
------------------	---

Total Vehicle Order Cost	\$34,130.94
---------------------------------	--------------------

SIGNATURE _____



DEFENDER SUPPLY

Date	9/16/2015
Estimate By	George Severe
	george@defendersupply.com
	(903) 564-5641



Bill To
Prosper TX Police Department Sergeant Bryan Golden 101 South Main Prosper, Texas 75078

Customer Contact	Bryan Golden
Customer Phone	972-569-1031 Sgt. ...
Customer E-mail	bryan_golden@pro...
Estimate #	12447

2016 Chevrolet Tahoe 2WD 9C1
Vehicle Base Color - White, Patrol Unit #2

Description	Location	Qty.	Cost	Total
Patrol Unit #2				
Prosper TX PD - 2016 Chevrolet Tahoe 2WD 9C1 Patrol Unit - Vehicle Only				
2016 Chevrolet Tahoe 2WD 9C1 with EcoTec3 5.3-liter, Direct-Injection V8, 355 hp/383 pound-feet of torque, FlexFuel1 capability & Active Fuel Management, External Engine Oil Cooler, 660-CCA Primary Battery with Standard 730-CCA Isolated Auxiliary Battery, 170-Amp Alternator, Hydra-Matic 6L80 6-Speed Auto Overdrive Trans with Tow/Haul Mode, Rear Axle, 3.08 Ratio, Auxiliary Transmission Oil Cooler, Heavy Duty Locking Differential, Heavy-Duty Police-Rated Suspension, StabiliTrak Stability Control System, Engine Skid Plate, High Out-Put Alternator, High Capacity Air Cleaner, Power Windows / Door Locks, Power Heated Mirrors, Dual Climate Control, Front & Rear Air Conditioning, 6-Way Power Driver & Passenger Seats, 4.2" Diagonal Display with AM/FM stereo, CD player & SD Card Slot. OnStar with Bluetooth Connectivity, Rear-Vision Camera System, Tilt Steering, Cruise Control, Cloth Front & Vinyl Rear Seats, Heavy-Duty Vinyl Flooring, 140-mph Certified Speedometer & Driver Information Center, Compass, Outside Temperature, Projector-Beam Headlamps, Engine Hour Meter, Tilt-Adjustable Steering Column, Electric Power Steering, Intermittent Wet-Arm Wiper/Washers, Rear Wiper / Washer, Rear-Passenger Conversation Mirror, Remote Keyless Key FOB Entry, Rear Park Assist with Audible Warning, Heavy-Duty 4-wheel disc Antilock Brake System with Power Assist, V-Rated All Season Police Pursuit P265/60R17 Tires, 17" Steel Wheels with Bolt-on Center Caps, Full Size Matching Spare Tire with Inactive Tire Pressure Monitor. (Purchased Through Holiday Chevrolet). Note: All options may not be correct at this time. Sold for \$33,588.94	Vehicle Description	1	33,588.94	33,588.94
Unity driver side halogen spotlight, shaft, handle and mount for a 2015+ Tahoe (LED replacement bulb sold separately)		1	300.00	300.00
Front Recovery Hooks		1	47.00	47.00
Defender Supply is the Fleet department for Holiday Chevrolet's police and fire vehicle sales.				
Vin #				
Texas Smart Buy – Contract # 071-A1 Commodity Code 07105160134 at \$33,588.94 under Johnson Grayson Automotive – DBA Holiday Chevrolet.				
Customer PO #				

Vehicle and Emergency Equipment Total	Quantity Ordered	1
--	------------------	---

Total Vehicle Order Cost	\$34,130.94
---------------------------------	--------------------

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SIGNATURE _____



DEFENDER SUPPLY

Date	9/16/2015
Estimate By	George Severe
	george@defendersupply.com
	(903) 564-5641



Bill To
Prosper TX Police Department Sergeant Bryan Golden 101 South Main Prosper, Texas 75078

Customer Contact	Bryan Golden
Customer Phone	972-569-1031 Sgt. ...
Customer E-mail	bryan_golden@pro...
Estimate #	12447

2016 Chevrolet Tahoe 2WD 9C1
Vehicle Base Color - White, Patrol Unit #2

Description	Location	Qty.	Cost	Total
Title as follows: Town of Prosper PO Box 307 Prosper, TX 75078 Physical address (if needed) is: Town of Prosper 121 W. Broadway Prosper, TX 75078 Patrol Unit # 2 Setina Padded Push Bumper for the 2015+ Tahoe				195.00

Vehicle and Emergency Equipment Total	\$34,130.94
Quantity Ordered	1

Total Vehicle Order Cost	\$34,130.94
---------------------------------	--------------------

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.

SIGNATURE _____



DEVELOPMENT SERVICES

To: Mayor and Town Council

From: John Webb, AICP, Director of Development Services

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – November 10, 2015

Agenda Item:

Consider and act upon authorizing the Town Manager to execute Amendment Nine to the Interlocal Agreement between Collin County and the Town of Prosper, extending the agreement through FY 2015-2016, relating to Animal Control Services.

Description of Agenda Item:

The Town of Prosper and Collin County entered into an Interlocal Agreement in 2006, authorizing Collin County to provide Animal Control Services for the Town of Prosper. The initial term of the agreement was one year, with automatic one-year renewal terms. This amendment to the agreement represents the ninth renewal term for the period of October 1, 2015, to September 30, 2016, and the associated fee for services.

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

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

Budget Impact:

The fee for Animal Control Services for FY 2015-2016 is \$36,534. This is a \$505 decrease from last fiscal year. The fee will be funded by Code Compliance Contracted Services (10-5480-85).

Legal Obligations and Review:

Amendment Nine is a standard format that was previously reviewed by Terrence Welch of Brown & Hofmeister, L.L.P., as to form and legality.

Attached Documents:

1. Collin County Contract Amendment Nine – Interlocal Agreement for Animal Control Services

Town Staff Recommendation:

Town staff recommends the Town Council authorize the Town Manager to execute Amendment Nine to the Interlocal Agreement between Collin County and the Town of Prosper, extending the agreement through FY 2015-2016, relating to Animal Control Services.

Proposed Motion:

I move to authorize the Town Manager to execute Amendment Nine to the Interlocal Agreement between Collin County and the Town of Prosper, extending the agreement through FY 2015-2016, relating to Animal Control Services.



DEVELOPMENT SERVICES

To: Mayor and Town Council

From: John Webb, AICP, Director of Development Services

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – November 10, 2015

Agenda Item

Consider and act upon authorizing the Town Manager to execute Amendment Nine to the Interlocal Agreement between Collin County and the Town of Prosper, establishing the service fee for FY 2015-2016 relating to Animal Sheltering Services.

Description of Agenda Item:

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

The initial term of the agreement is ten years, with automatic one-year renewal terms. This amendment to the agreement establishes the fee for year nine of the initial term, for the period of October 1, 2015, to September 30, 2016.

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).

Budget Impact:

The fee for Animal Sheltering Services for FY 2015-2016 is \$18,852. This is a \$7,842 decrease from last fiscal year. The decrease is due to partial payments this fiscal year to satisfy the ten year debt for the building. The fee will be funded by Code Compliance Contracted Services (10-5480-85).

Legal Obligations and Review:

Amendment Nine is a standard format that was previously reviewed by Terrence Welch of Brown & Hofmeister, L.L.P., as to form and legality.

Attached Documents:

1. Collin County Contract Amendment Nine – Interlocal Agreement for Animal Sheltering

Town Staff Recommendation:

Town staff recommends the Town Council authorize the Town Manager to execute Amendment Nine to the Interlocal Agreement between Collin County and the Town of Prosper, establishing the service fee for FY 2015-2016 relating to Animal Sheltering Services.

Proposed Motion:

I move to authorize the Town Manager to execute Amendment Nine to the Interlocal Agreement between Collin County and the Town of Prosper, establishing the service fee for FY 2015-2016 relating to Animal Sheltering Services.



PLANNING

To: Mayor and Town Council

From: Alex Glushko, AICP, Senior Planner

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – November 10, 2015

Agenda Item:

Consider and act upon whether to direct staff to submit a written notice of appeal on behalf of the Town Council to the Development Services Department, pursuant to Chapter 4, Section 1.5(C)(7) and 1.6(B)(7) of the Town's Zoning Ordinance, regarding action taken by the Planning & Zoning Commission on any Site Plan or Preliminary Site Plan.

Description of Agenda Item:

Attached are the Preliminary Site Plan and Site Plan acted on by the Planning & Zoning Commission at their November 3, 2015, meeting. Per the Town's Zoning Ordinance, the Town Council has the ability to direct staff to submit a written notice of appeal on behalf of the Town Council to the Development Services Department for any Preliminary Site Plan or Site Plan acted on by the Planning & Zoning Commission.

Attached Documents:

1. Preliminary Site Plan for Prosper Crossing
2. Site Plan for Prosper Crossing (CVS)

Town Staff Recommendation:

Town staff recommends that the Town Council take no action on this item.

SOUTHERN 14,600-FEET
 CHAMFER DRIVE-THRU
 STORE NUMBER: 10641
 NEC US HWY 380 & COIT ROAD
 PROSPER, TEXAS
 PROJECT TYPE: NEW
 DEAL TYPE: FEE FOR SERVICE
 CS PROJECT NUMBER: 82079

CML ENGINEER
Winkelmann & Associates, Inc.
 CONSULTING CIVIL ENGINEERS & SURVEYORS
 8750 HILLCREST PLAZA DR., SUITE 325 (972) 490-7090
 DALLAS, TEXAS 75220 (972) 490-7098 FAX
 Texas Engineers Registration No. 89 (972) 490-7098
 Texas Surveyors Registration No. 100286-00
 COPYRIGHT © 2015, Winkelmann & Associates, Inc.

CONSULTANT:

DEVELOPER:

Orange Development LLC.
 1200 Corporate Drive
 Suite G-50
 BIRMINGHAM, AL 35242
 TEL: (205)408-3443
 FAX: (205)408-1850

SEAL:

REVISIONS:

FILE NAME:

JOB NUMBER: 70936

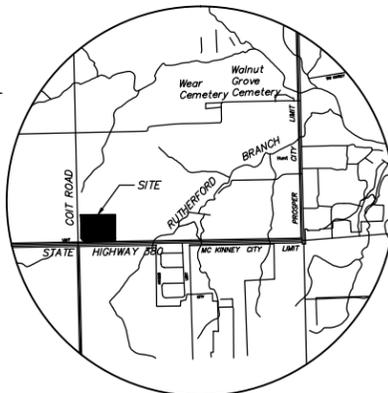
DATE: 10/06/15

TITLE: **PRELIMINARY SITE PLAN**

SHEET NUMBER:

SH. 1 OF 1

COMMENTS:
 NOT FOR CONSTRUCTION



VICINITY MAP
 NOT TO SCALE

- LEGEND**
- PP Power Pole
 - GW Guy Wire
 - MH Manhole
 - WV Water Valve
 - TP Telephone Pedestal
 - WM Water Meter
 - FH Fire Hydrant
 - LP Light Pole
 - IV Irrigation Valve
 - CO Clean Out
 - AC Air Conditioner
 - TV Cable Box
 - SB Signal Box
 - SP Signal Pole
 - SN Sign
 - IRF Iron Rod Found
 - IRS Iron Rod Set
 - SS Sanitary Sewer
 - SW Storm Sewer
 - ⊙ Fire Hydrant
 - ▬ Fire Lane
 - ▨ Traffic Calming Pavers
 - HC Handicap Space
 - Grate Inlet
 - D.E. Drainage Easement
 - DRNG. ESMT.

- NOTES:**
- THE THOROUGHFARE ALIGNMENT(S) SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATION PURPOSES AND DOES NOT SET THE ALIGNMENT. THE ALIGNMENT IS DETERMINED AT TIME OF FINAL PLAT.
 - NO 100-YEAR FLOODPLAIN EXISTS ON THE PROPERTY.
 - DUMPSTERS AND TRASH COMPACTORS SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
 - OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
 - OUTDOOR LIGHTING SHALL COMPLY WITH THE LIGHTING AND GLARE STANDARDS CONTAINED WITHIN THE ZONING ORDINANCE AND SUBDIVISION ORDINANCE.
 - LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY THE TOWN.
 - ALL ELEVATIONS SHALL COMPLY WITH THE STANDARDS CONTAINED WITHIN THE ZONING ORDINANCE.
 - BUILDINGS OF 5,000 SQUARE FEET OR GREATER SHALL BE 100% FIRE SPRINKLED. ALTERNATIVE FIRE PROTECTION MEASURES MAY BE APPROVED BY THE FIRE DEPARTMENT.
 - FIRE LANES SHALL BE DESIGNED AND CONSTRUCTED PER TOWN STANDARDS OR AS DIRECTED BY THE FIRE DEPARTMENT.
 - TWO POINTS OF ACCESS SHALL BE MAINTAINED FOR THE PROPERTY AT ALL TIMES.
 - SPEED BUMPS/HUMPS ARE NOT PERMITTED WITHIN A FIRE LANE.
 - HANDICAPPED PARKING AREAS AND BUILDING ACCESSIBILITY SHALL CONFIRM TO AMERICANS WITH DISABILITIES ACT (ADA) AND WITH THE REQUIREMENTS OF THE CURRENT ADOPTED BUILDING CODE.
 - ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL.
 - ALL FENCES AND RETAINING WALLS SHALL BE SHOWN ON THE SITE PLAN AND ARE SUBJECT TO BUILDING OFFICIAL APPROVAL.
 - ALL EXTERIOR BUILDING MATERIALS ARE SUBJECT TO BUILDING OFFICIAL APPROVAL AND SHALL CONFORM TO THE APPROVED FACADE PLAN.
 - SIDEWALKS OF NOT LESS THAN SIX (6) FEET IN WIDTH ALONG THOROUGHFARES AND COLLECTORS AND FIVE (5) FEET IN WIDTH ALONG RESIDENTIAL STREETS, AND BARRIER FREE RAMPS AT ALL CURB CROSSINGS SHALL BE PROVIDED PER TOWN STANDARDS.
 - APPROVAL OF THE SITE PLAN IS NOT FINAL UNTIL ALL ENGINEERING PLANS ARE APPROVED BY THE ENGINEERING DEPARTMENT.
 - SITE PLAN APPROVAL IS REQUIRED PRIOR TO GRADING RELEASE.
 - ALL NEW ELECTRICAL LINES SHALL BE INSTALLED AND/OR RELOCATED UNDERGROUND.
 - ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW IN ACCORDANCE WITH THE ZONING ORDINANCE.
 - ALL REQUIRED TREES THAT CONFLICT WITH THE EXISTING 50' GAS EASEMENT MUST BE LOCATED IN AN ALTERNATE LOCATION OUTSIDE OF THE 50' GAS EASEMENT ON THE SUBJECT PROPERTY AS DESIGNATED ON THIS EXHIBIT (*). ALL OTHER ISLANDS SHALL BE DESIGNED IN A MANNER TO MEET TOWN'S LANDSCAPING REQUIREMENTS.
 - ALL PARKING SHALL BE IN COMPLIANCE WITH THE STANDARDS OF THE TOWN OF PROSPER ZONING ORDINANCE.
 - A MINIMUM TEN (10') FOOT WIDE LANDSCAPE ISLAND SHALL BE CONSTRUCTED AROUND THE OUTER EDGE OF THE DRIVE THRU LANE FOR A MINIMUM DISTANCE TO EQUAL THE LENGTH OF STACKING REQUIRED FOR THE DRIVE THRU FACILITY.

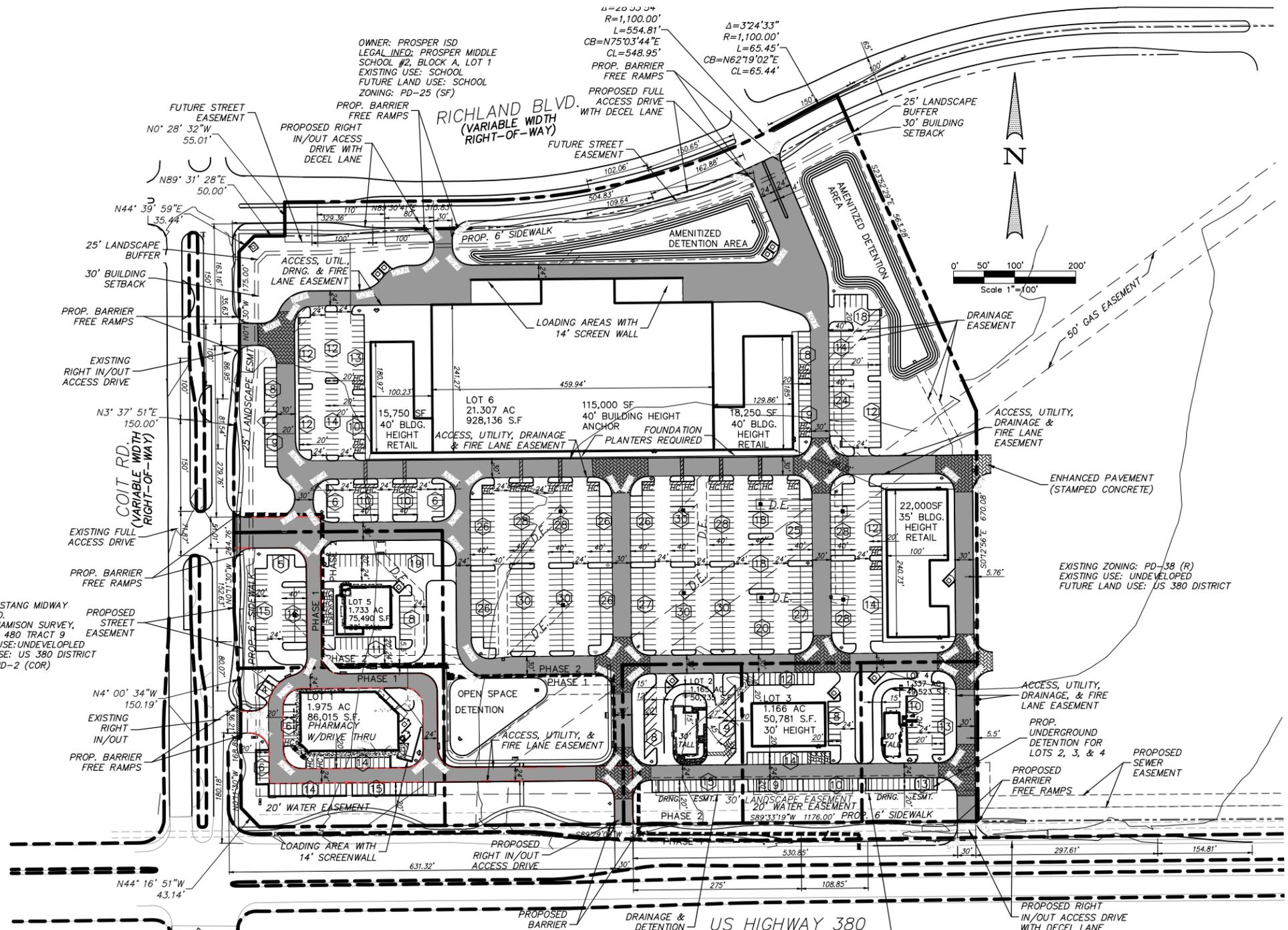
OWNER: MUSTANG MIDWAY PLANO LTD.
 LEGAL INFO: JAMISON SURVEY, ABSTRACT 480 TRACT 9
 EXISTING USE: UNDEVELOPED
 FUTURE USE: US 380 DISTRICT ZONING: PD-2 (COR)

OWNER: PROSPER ISD
 LEGAL INFO: PROSPER MIDDLE SCHOOL #2, BLOCK A, LOT 1
 EXISTING USE: SCHOOL
 FUTURE LAND USE: SCHOOL
 ZONING: PD-25 (SF)

OWNER: BLUE STAR COIT 32 LLC
 LEGAL INFO: WILLIAM MCCARTY SURVEY, ABSTRACT 575, TRACT 1
 EXISTING USE: VACANT
 FUTURE LAND USE: TBD (CITY OF MCKINNEY)
 ZONING: UNKNOWN (CITY OF MCKINNEY)

FLOOD NOTE
 According to the Federal Emergency Management Agency, Flood Insurance Rate Map Community Panel No. 480141-0260G, dated January 19th, 1996, this property is within Flood Zone X. Zone X - Areas determined to be outside the 500-year floodplain.

This flood statement does not imply that the property and/or the structure thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.



PRELIMINARY SITE PLAN
PROSPER CROSSING
BLOCK A, LOTS 1-6
 28.430 ACRES (1,240,574 S.F.)

OUT OF THE
 I.C. WILLIAMSON SURVEY, ABSTRACT NO. 948
 TOWN OF PROSPER
 COLLIN COUNTY, TEXAS
 TOWN CASE NO. D15-0072

DEVELOPER: ORANGE DEVELOPMENT, INC.
 1200 CORPORATE DRIVE, SUITE G-50
 BIRMINGHAM, ALABAMA 35242
 (205) 408-3443

OWNER: INDEPENDENCE PARTNERS, LTD
 1401 BURNHAM DR.
 PLANO, TEXAS 75093
 (214) 789-6898

ENGINEER/SURVEYOR:
 WINKELMANN & ASSOCIATES INC.
 6750 HILLCREST PLAZA DR., # 325
 DALLAS, TEXAS 75230
 (972) 490-7090

SITE DATA						
Lot	Lot 1	Lot 2	Lot 3	Lot 4	Lot 5	Lot 6
Zoning	PD-38	PD-38	PD-38	PD-38	PD-38	PD-38
Proposed Use	Retail/Pharmacy	Fast Food	Retail	Coffee Shop	Restaurant	Retail/Grocery
Lot Area (AC.)	1.975	1.165	1.166	1.337	1.733	21.307
Lot Area (S.F.)	86,015	50,735	50,781	49,523	75,490	928,136
Building Area (S.F.)	14,600	2,910	13,250	1,850	5,215	171,000
Max Building Height (Feet/Stories)	45	45	45	45	45	45
Lot Coverage	16.97%	5.74%	26.09%	3.74%	6.91%	18.42%
Floor Area Ratio	0.170	0.057	0.261	0.037	0.069	0.184
Total Parking Required (1per 250 SF)	59	30	53	8	53	684
Total Parking Provided	59	32	53	36	74	788
Handicap Parking Required	3	2	3	1	3	28
Handicap Parking Provided	3	2	3	2	5	30
Interior Landscaping Required (S.F.)	885	480	795	540	1,110	11,820
Interior Landscaping Provided (S.F.)	1,023	17,044	20,934	14,910	11,107	267,138
Usable Open Space Required (7%)(S.F.)	6,021	3,551	3,555	3,467	5,284	64,970
Usable Open Space Provided (S.F.)	8,425	4,000	4,000	4,500	6,000	75,000
Square Foot of Impervious Surface	84,992	33,691	29,847	34,613	64,383	660,998

SITE PLAN NOTES
 ANY REVISION TO THIS PLAN WILL REQUIRE TOWN APPROVAL AND WILL REQUIRE REVISIONS TO ANY CORRESPONDING PLANS TO AVOID CONFLICTS BETWEEN PLANS.
 1) DUMPSTERS AND TRASH COMPACTORS SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
 2) OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
 3) OUTDOOR LIGHTING SHALL COMPLY WITH THE LIGHTING AND GLARE STANDARDS CONTAINED WITHIN THE ZONING ORDINANCE AND SUBDIVISION ORDINANCE.
 4) LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY THE TOWN.
 5) ALL ELEVATIONS SHALL COMPLY WITH THE STANDARDS CONTAINED WITHIN THE ZONING ORDINANCE.
 6) BUILDINGS OF 5,000 SQUARE FEET OR GREATER SHALL BE 100% FIRE SPRINKLED. ALTERNATIVE FIRE PROTECTION MEASURES MAY BE APPROVED BY THE FIRE DEPARTMENT.
 7) FIRE LANES SHALL BE DESIGNED AND CONSTRUCTED PER TOWN STANDARDS OR AS DIRECTED BY THE FIRE DEPARTMENT.
 8) TWO POINTS OF ACCESS SHALL BE MAINTAINED FOR THE PROPERTY AT ALL TIMES.

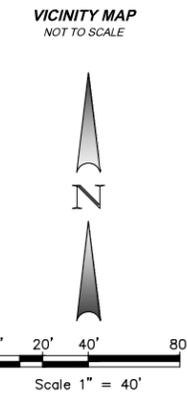
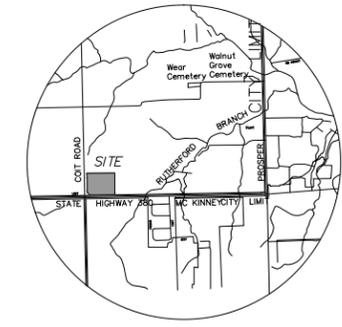
9) SPEED BUMPS/HUMPS ARE NOT PERMITTED WITHIN A FIRE LANE.
 10) HANDICAPPED PARKING AREAS AND BUILDING ACCESSIBILITY SHALL CONFORM TO THE AMERICANS WITH DISABILITIES ACT (ADA) AND WITH THE REQUIREMENTS OF THE CURRENT, ADOPTED BUILDING CODE.
 11) ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL.
 12) ALL FENCES AND RETAINING WALLS SHALL BE SHOWN ON THE SITE PLAN AND ARE SUBJECT TO BUILDING OFFICIAL APPROVAL.
 13) ALL EXTERIOR BUILDING MATERIALS ARE SUBJECT TO BUILDING OFFICIAL APPROVAL AND SHALL CONFORM TO THE APPROVED FAÇADE PLAN.
 14) SIDEWALKS OF NOT LESS THAN SIX (6') FEET IN WIDTH ALONG THOROUGHFARES AND COLLECTORS AND FIVE (5') IN WIDTH ALONG RESIDENTIAL STREETS, AND BARRIER FREE RAMPS AT ALL CURB CROSSINGS SHALL BE PROVIDED PER TOWN STANDARDS.
 15) APPROVAL OF THE SITE PLAN IS NOT FINAL UNTIL ALL ENGINEERING PLANS ARE APPROVED BY THE TOWN ENGINEER.
 16) SITE PLAN APPROVAL IS REQUIRED PRIOR TO GRADING RELEASE.
 17) ALL NEW ELECTRICAL LINES SHALL BE INSTALLED AND/OR RELOCATED UNDERGROUND.
 18) ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW IN ACCORDANCE WITH THE ZONING ORDINANCE.

LAND USE TABULATION

LOT	1
CURRENT ZONING	PD-38
USE	RETAIL/PHARMACY W/DRIVE-THRU
LOT ACREAGE (AC.)	1.975
LOT AREA(SF)	86,015
BLDG. SIZE(SF)	14,600
BLDG. HEIGHT	28'
LOT COVERAGE	17.0%
F.A.R.	0.170
PARK REQ. (1 space per 250 s.f.)	59
PARK PROV.	59
H.C. REQ.	3
H.C. PROV.	4
LANDSCAPE REQ. (15 S.F./PARKING SPACE)	885 S.F.
LANDSCAPE PROV.	27,531
SQFT IMPERVIOUS	58,484
OPEN SPACE REQ. (S.F.)	6,021
OPEN SPACE PROV. (S.F.)	8,436

ABBREVIATION LEGEND

ABBR.	DEFINITION
CIRS	IRON ROD SET w/CAP STAMPED "WAI"
XCS	"X" CUT IN CONCRETE SET
PP	POWER POLE
GW	GUY WIRE
MH	MANHOLE
WV	WATER VALVE
TP	TELEPHONE PEDESTAL
WM	WATER METER
FH	FIRE HYDRANT
ICV	IRRIGATION CONTROL VALVE
CO	CLEANOUT
SB	SIGNAL BOX
SP	SIGNAL POLE
SN	SIGN
SS	SANITARY SEWER
SW	STORM SEWER
TMK	TELEPHONE MARKER
TSN	TRAFFIC SIGN
UGC	UNDERGROUND CABLE MARKER
EB	ELECTRIC BOX
EM	ELECTRIC METER
CM	CONTROLLING MONUMENT
GI	GRATE INLET
IN	INLET
GL	GROUND LIGHT
LP	LIGHT POLE
BH	BORE HOLE
TELE	TELEPHONE
PF	PIN FLAG



SITE PLAN LEGEND

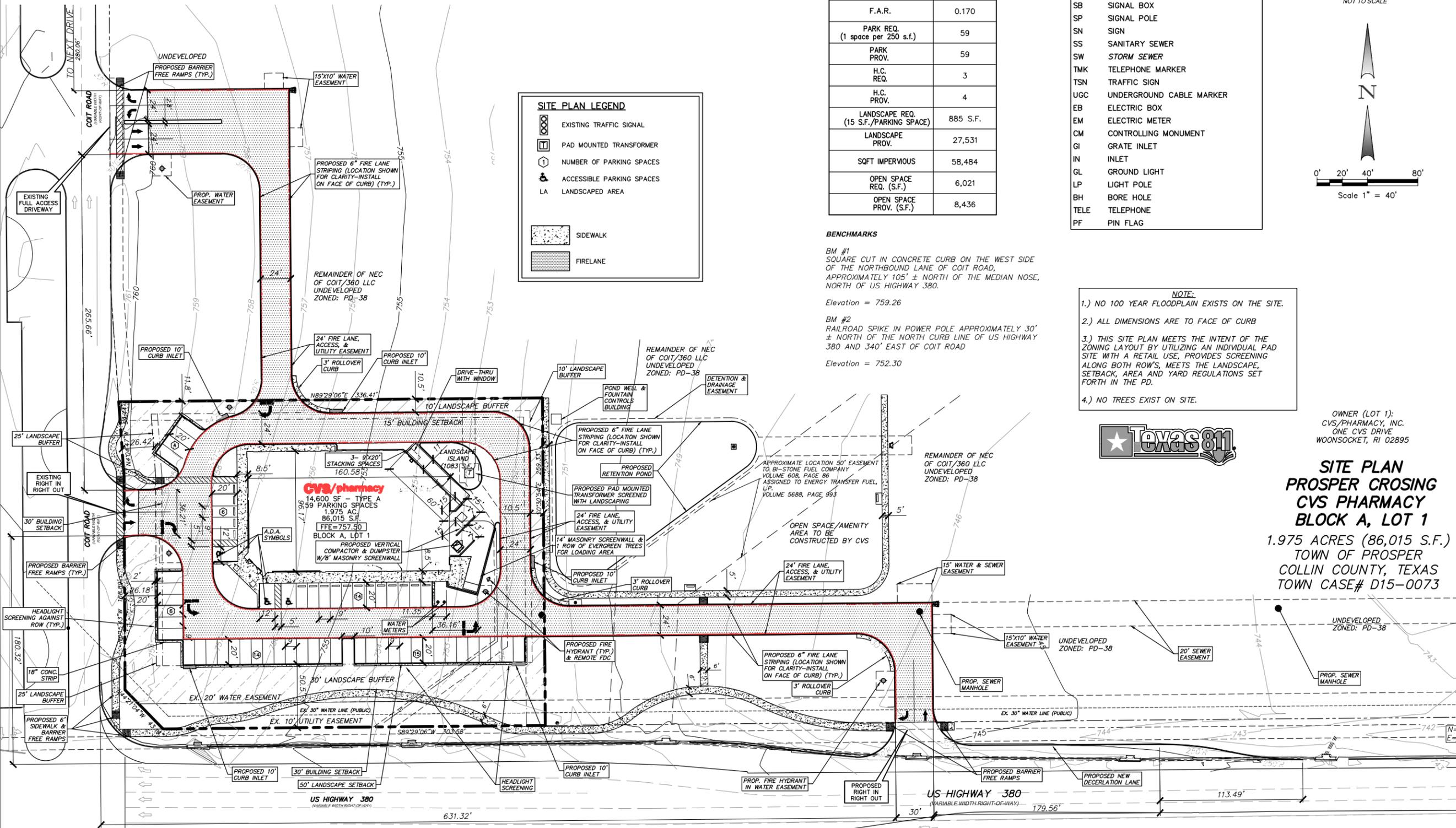
	EXISTING TRAFFIC SIGNAL
	PAD MOUNTED TRANSFORMER
	NUMBER OF PARKING SPACES
	ACCESSIBLE PARKING SPACES
	LANDSCAPED AREA
	SIDEWALK
	FIRELANE

BENCHMARKS

BM #1
 SQUARE CUT IN CONCRETE CURB ON THE WEST SIDE OF THE NORTHBOUND LANE OF COIT ROAD, APPROXIMATELY 105' ± NORTH OF THE MEDIAN NOSE, NORTH OF US HIGHWAY 380.
 Elevation = 759.26

BM #2
 RAILROAD SPIKE IN POWER POLE APPROXIMATELY 30' ± NORTH OF THE NORTH CURB LINE OF US HIGHWAY 380 AND 340' EAST OF COIT ROAD
 Elevation = 752.30

NOTE:
 1.) NO 100 YEAR FLOODPLAIN EXISTS ON THE SITE.
 2.) ALL DIMENSIONS ARE TO FACE OF CURB
 3.) THIS SITE PLAN MEETS THE INTENT OF THE ZONING LAYOUT BY UTILIZING AN INDIVIDUAL PAD SITE WITH A RETAIL USE, PROVIDES SCREENING ALONG BOTH ROW'S, MEETS THE LANDSCAPE, SETBACK, AREA AND YARD REGULATIONS SET FORTH IN THE PD.
 4.) NO TREES EXIST ON SITE.



OWNER (LOT 1):
 CVS/PHARMACY, INC.
 ONE CVS DRIVE
 WOONSOCKET, RI 02895

**SITE PLAN
 PROSPER CROSSING
 CVS PHARMACY
 BLOCK A, LOT 1**
 1.975 ACRES (86,015 S.F.)
 TOWN OF PROSPER
 COLLIN COUNTY, TEXAS
 TOWN CASE# D15-0073



Item 5h
**SOUTHERN 14,600-RIGHT
 CHAMFER DRIVE-THRU**
 STORE NUMBER: 10641
 NEC US HWY 380 & COIT ROAD
 PROSPER, TEXAS
 PROJECT TYPE: NEW
 DEAL TYPE: FEE FOR SERVICE
 CS PROJECT NUMBER: 82079

CML ENGINEER
Winkelmann & Associates, Inc.
 CONSULTING CIVIL ENGINEERS & SURVEYORS
 8750 HILLCREST PLAZA DR., SUITE 325 (972) 480-7080
 DALLAS, TEXAS 75238 (972) 480-7089 FAX
 Texas Engineers Registration No. 89
 Texas Surveyors Registration No. 102866-00
 COPYRIGHT © 2014, Winkelmann & Associates, Inc.

CONSULTANT:

DEVELOPER:

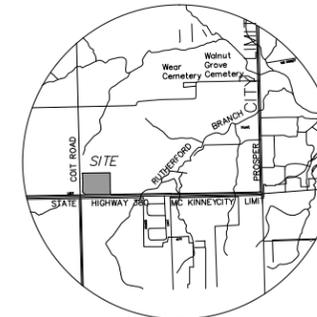
 Orange Development Inc.
 1200 Corporate Drive
 Suite G-50
 BIRMINGHAM, AL 35242
 TEL: (205)408-3443
 FAX: (205)408-1850

SEAL:

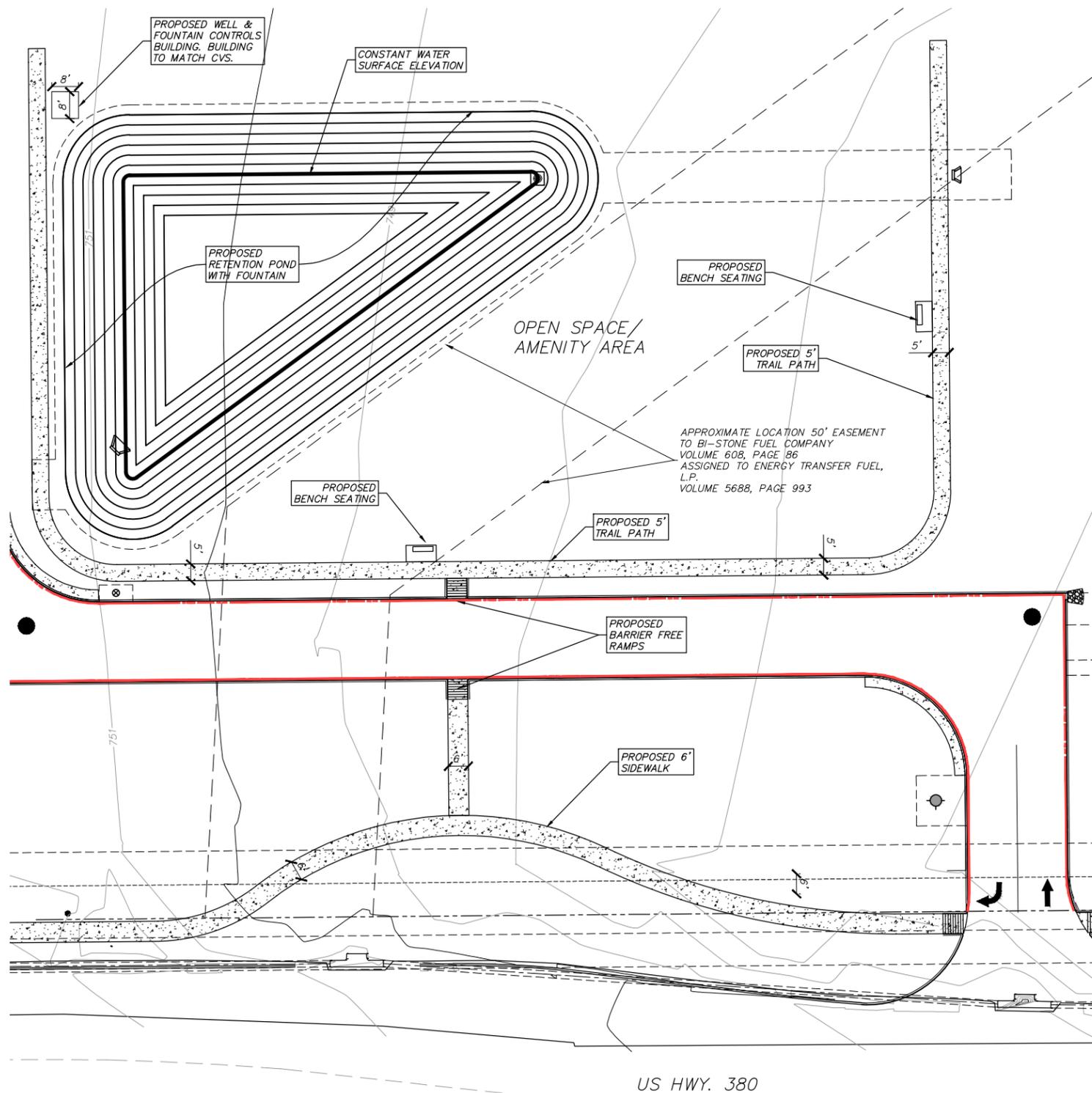
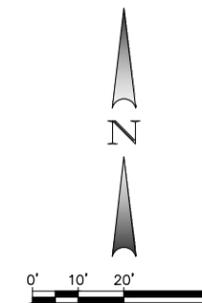
 THESE PLANS WERE PREPARED UNDER THE DIRECT SUPERVISION OF MICHAEL T. DOGGETT, P.E. #98628. THESE ARE ISSUED FOR INTERIM REVIEW PURPOSES ONLY. THEY ARE NOT TO BE USED FOR CONSTRUCTION PURPOSES.

REVISIONS:

FILE NAME:	70936-SITE.dwg
JOB NUMBER:	70936
DATE:	10/28/15
TITLE:	SITE PLAN
SHEET NUMBER:	C-3.1
COMMENTS:	NOT FOR CONSTRUCTION



VICINITY MAP
NOT TO SCALE



- SITE PLAN NOTES**
- ANY REVISION TO THIS PLAN WILL REQUIRE TOWN APPROVAL AND WILL REQUIRE REVISIONS TO ANY CORRESPONDING PLANS TO AVOID CONFLICTS BETWEEN PLANS.
- 1) DUMPSTERS AND TRASH COMPACTORS SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
 - 2) OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
 - 3) OUTDOOR LIGHTING SHALL COMPLY WITH THE LIGHTING AND GLARE STANDARDS CONTAINED WITHIN THE ZONING ORDINANCE AND SUBDIVISION ORDINANCE.
 - 4) LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY THE TOWN.
 - 5) ALL ELEVATIONS SHALL COMPLY WITH THE STANDARDS CONTAINED WITHIN THE ZONING ORDINANCE.
 - 6) BUILDINGS OF 5,000 SQUARE FEET OR GREATER SHALL BE 100% FIRE SPRINKLED. ALTERNATIVE FIRE PROTECTION MEASURES MAY BE APPROVED BY THE FIRE DEPARTMENT.
 - 7) FIRE LANES SHALL BE DESIGNED AND CONSTRUCTED PER TOWN STANDARDS OR AS DIRECTED BY THE FIRE DEPARTMENT.
 - 8) TWO POINTS OF ACCESS SHALL BE MAINTAINED FOR THE PROPERTY AT ALL TIMES.
 - 9) SPEED BUMPS/HUMPS ARE NOT PERMITTED WITHIN A FIRE LANE.
 - 10) HANDICAPPED PARKING AREAS AND BUILDING ACCESSIBILITY SHALL CONFORM TO THE AMERICANS WITH DISABILITIES ACT (ADA) AND WITH THE REQUIREMENTS OF THE CURRENT, ADOPTED BUILDING CODE.
 - 11) ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL.
 - 12) ALL FENCES AND RETAINING WALLS SHALL BE SHOWN ON THE SITE PLAN AND ARE SUBJECT TO BUILDING OFFICIAL APPROVAL.
 - 13) ALL EXTERIOR BUILDING MATERIALS ARE SUBJECT TO BUILDING OFFICIAL APPROVAL AND SHALL CONFORM TO THE APPROVED FAÇADE PLAN.
 - 14) SIDEWALKS OF NOT LESS THAN SIX (6') FEET IN WIDTH ALONG THOROUGHFARES AND COLLECTORS AND FIVE (5') IN WIDTH ALONG RESIDENTIAL STREETS, AND BARRIER FREE RAMPS AT ALL CURB CROSSINGS SHALL BE PROVIDED PER TOWN STANDARDS.
 - 15) APPROVAL OF THE SITE PLAN IS NOT FINAL UNTIL ALL ENGINEERING PLANS ARE APPROVED BY THE TOWN ENGINEER.
 - 16) SITE PLAN APPROVAL IS REQUIRED PRIOR TO GRADING RELEASE.
 - 17) ALL NEW ELECTRICAL LINES SHALL BE INSTALLED AND/OR RELOCATED UNDERGROUND.
 - 18) ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW IN ACCORDANCE WITH THE ZONING ORDINANCE.

BENCHMARKS

BM #1
SQUARE CUT IN CONCRETE CURB ON THE WEST SIDE OF THE NORTHBOUND LANE OF COIT ROAD, APPROXIMATELY 105' ± NORTH OF THE MEDIAN NOSE, NORTH OF US HIGHWAY 380.

Elevation = 759.26

BM #2
RAILROAD SPIKE IN POWER POLE APPROXIMATELY 30' ± NORTH OF THE NORTH CURB LINE OF US HIGHWAY 380 AND 340' EAST OF COIT ROAD

Elevation = 752.30

OWNER (LOT 1):
CVS/PHARMACY, INC.
ONE CVS DRIVE
WOONSOCKET, RI 02895

SITE PLAN
PROSPER CROSSING
CVS PHARMACY
BLOCK A, LOT 1
1.975 ACRES (86,015 S.F.)
TOWN OF PROSPER
COLLIN COUNTY, TEXAS
TOWN CASE# D15-0073



Item 5h
CVS
pharmacy®

SOUTHERN 14,600-RIGHT
CHAMFER DRIVE-THRU
STORE NUMBER: 10641
NEC US HWY 380 & COIT ROAD
PROSPER, TEXAS
PROJECT TYPE: NEW
DEAL TYPE: FEE FOR SERVICE
CS PROJECT NUMBER: 82079

CML ENGINEER:
Winkelmann & Associates, Inc.
CONSULTING CIVIL ENGINEERS # SURVEYORS
8750 HILLCREST PLAZA DR., SUITE 325 (972) 480-7080
DALLAS, TEXAS 75230 (972) 480-7080 FAX
Texas Engineers Registration No. 89
Texas Surveyors Registration No. 100286-00
COPYRIGHT © 2014, Winkelmann & Associates, Inc.

CONSULTANT:

DEVELOPER:

Orange Development Inc.
1200 Corporate Drive
Suite G-50
BIRMINGHAM, AL 35242
TEL: (205)408-3443
FAX: (205)408-1850

SEAL:
Michael T. Doggett
STATE OF TEXAS
THESE PLANS WERE PREPARED UNDER THE DIRECT SUPERVISION OF MICHAEL T. DOGGETT, P.E. #98628. THESE ARE ISSUED FOR INTERIM REVIEW PURPOSES ONLY. THEY ARE NOT TO BE USED FOR CONSTRUCTION PURPOSES.
10-28-15

REVISIONS:	
FILE NAME:	70936-SITE.dwg
JOB NUMBER:	70936
DATE:	10/28/15
TITLE:	SITE PLAN (2)
SHEET NUMBER:	C-3.2
COMMENTS:	NOT FOR CONSTRUCTION



PLANNING

To: Mayor and Town Council

From: John Webb, AICP, Director of Development Services

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – November 10, 2015

Agenda Item:

Presentation of service plan and second Public Hearing to consider the involuntary annexation of a 0.2± acre tract of land, located on the north side of First Street, 1.2± miles east of Coit Road. (A15-0002).

Description of Agenda Item:

In 2008, the Town began instigating involuntary annexations and annexation agreements for a majority of the remaining unincorporated properties within the Town limits. The properties surrounding the subject property were annexed in 2008 and 2009, respectively; however, it was recently determined that the subject property was unintentionally excluded from past annexation processes. Because, the subject property is not eligible for an annexation agreement, the Town recommends moving forward with the involuntary annexation of the property.

The schedule for annexation, which is attached, calls for two Public Hearings. This is the second Public Hearing; the first Public Hearing was held on October 27, 2015. The map of the proposed annexation, service plan, and annexation schedule are attached.

Legal Obligations and Review:

The Town Attorney reviewed the annexation schedule to ensure compliance with state law. The Public Hearing notice for the second Public Hearing has been published in the newspaper and placed on the Town's website per state law and the annexation schedule.

Attached Documents:

1. Annexation Exhibit
2. Annexation Map
3. Annexation Service Plan
4. Annexation Schedule

Town Staff Recommendation:

Town staff recommends the Town Council conduct the second Public Hearing to consider the annexation of a 0.2± acre tract of land, located on the north side of First Street, 1.2± miles east of Coit Road, and receive comments from the public.

Proposed Motion:

Once the public hearing has been held, no further action is required for this item.

ANNEXATION EXHIBIT

BEING a tract of land in the L. McCarty Survey, Abstract No. 600, Collin County, Texas, and being a part of a tract conveyed to Michael Lynn Nelson by deed recorded in Volume 1470, Page 171 of the Deed Records, Collin County, Texas (DRCCT), and being more particularly described as follows:

BEGINNING at the southwest corner of a tract conveyed to Nola Gertrude Nelson recorded in Volume 1470, Page 174 DRCCT, a point on the north line of First Street;

THENCE N 89°43'23" W, 78.83 feet along First Street to the southeast corner of a tract conveyed to Chad and Jessica Tolleson, recorded in Volume 5971, Page 1022 DRCCT;

THENCE N 00°31'29" W, 269.10 feet along the common line thereof to the south line of a tract conveyed to Dan and Debbie Tolleson, recorded in Volume 5438, Page 5938 DRCCT;

THENCE N 89°59'16" E, 83.00 feet along the common line thereof to the northwest corner of said Nola Gertrude Nelson tract;

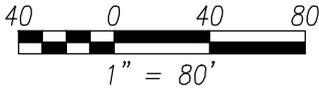
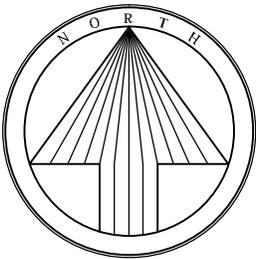
THENCE S 00°34'10" E, 119.17 feet along the common line thereof;

THENCE S 01°06'13" W, 150.35 feet continuing along the common line thereof to the POINT OF BEGINNING with the subject tract containing 22,050 square feet, or 0.506 acres of land.

"This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

PAGE 1 OF 2

					ANNEXATION EXHIBIT				
					L. McCARTY SURVEY, A-600				
765 Custer Road, Suite 100 • Plano, TX 75075 • (972) 422-0077 • TBPE No. F-2121					TOWN OF PROSPER				
Drawn By:	Checked By:	Scale	Date	Job No.	COLLIN COUNTY, TEXAS				
ED	DKB		9/17/15	08-010					



Basis of bearing derived from the State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983, (2011).

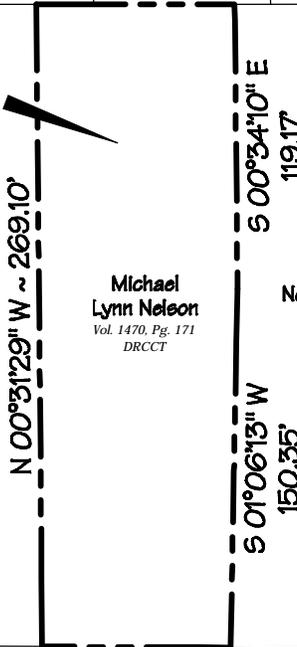
Dan Tolleson, Jr. & Debbie Tolleson
called 5.1989 ac.
Vol. 5438, Pg. 5938 DRCCT

Dan Tolleson, Jr. & Debbie Tolleson
called 0.2768 ac.
Vol. 5492, Pg. 5521 DRCCT

Harry Glen Gammons & wife, Wanda M. Gammons
called 2.28 ac.
Vol. 4723, Pg. 4020 DRCCT

N 89°59'16" E
83.00'

0.506 Acres
(22,050 Sq. Ft.)



Dan Tolleson, Jr. & Debbie Tolleson
called 1.4865 ac.
Vol. 5428, Pg. 115 DRCCT

Chad Tolleson, Jr. & Jessica Tolleson
called 1.000 ac.
Vol. 5971, Pg. 1022 DRCCT

Michael Lynn Nelson
Vol. 1470, Pg. 171 DRCCT

Nola Gertrude Nelson
called 0.745 ac.
Vol. 1470, Pg. 174 DRCCT

Patey Ruth Rincon
called 1.000 ac.
Vol. 2487, Pg. 142 DRCCT

N 00°31'29" W ~ 269.10'

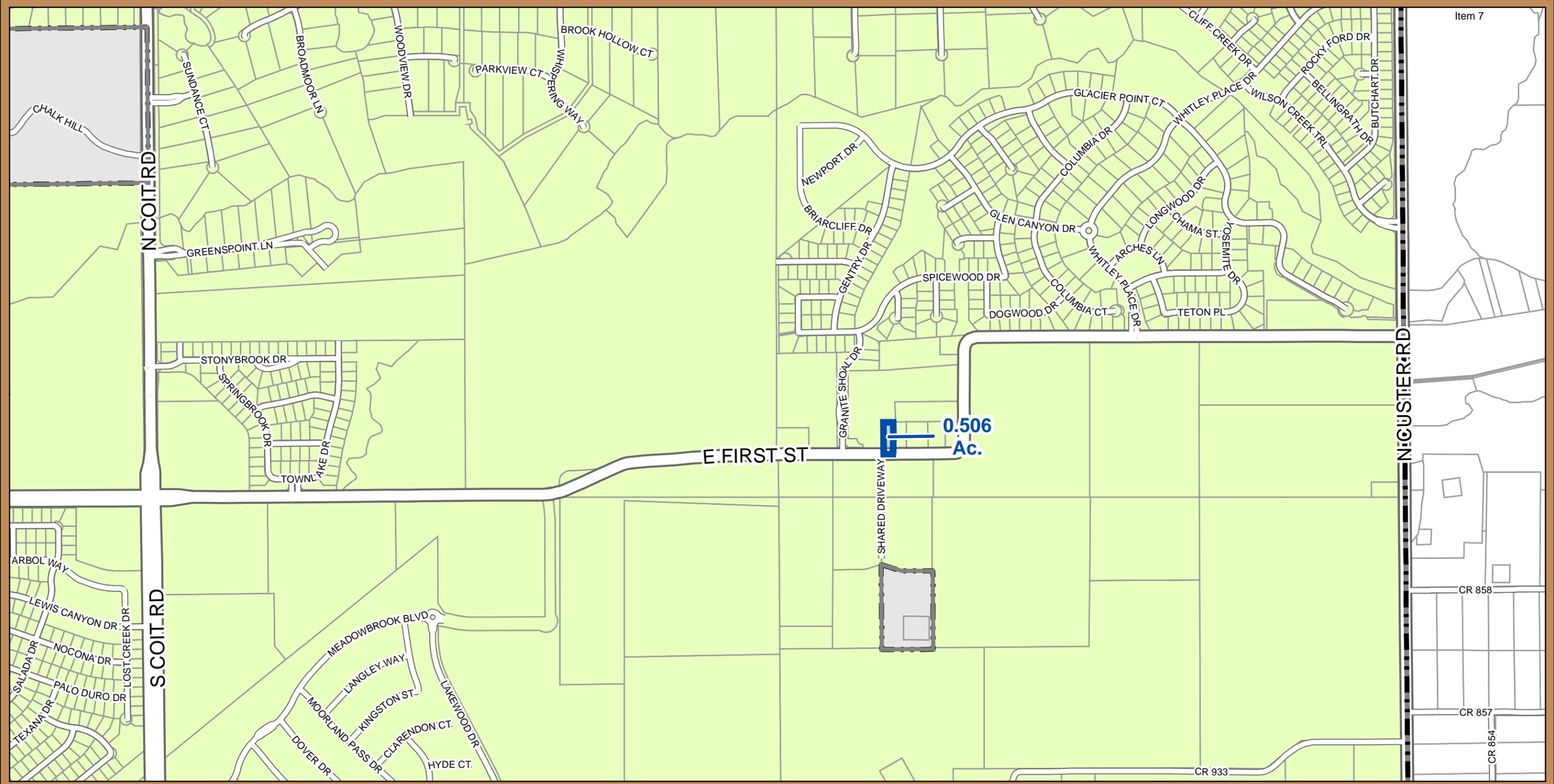
S 00°34'10" E 119.17'
S 01°06'13" W 150.35'

N 89°43'23" W
78.83'

FIRST STREET

POINT OF BEGINNING

 765 Custer Road, Suite 100 • Plano, TX 75075 • (972) 422-0077 • TBPE No. F-2121	ANNEXATION EXHIBIT			
	L. McCARTY SURVEY, A-600			
TOWN OF PROSPER				
COLLIN COUNTY, TEXAS				
Drawn By:	Checked By:	Scale	Date	Job No.
ED	DKB	1" = 80'	9/17/15	08-010

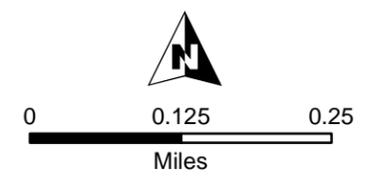


Legend

Town Limits	Town
Railroad	ETJ
Major Roads	Proposed Annexations 2015 (0.506 Acres Total)
Minor Roads	
Parcels	

DISCLAIMER. The Town of Prosper has prepared this map or information for internal use only. It is made available under the Public Information Act. Any reliance on this map or information is AT YOUR OWN RISK. Prosper assumes no liability for any errors, omissions, or inaccuracies in the map or information regardless of the cause of such or for any decision made, action taken, or action not taken in reliance upon any maps or information provided herein. Prosper makes no warranty, representation, or guarantee of any kind regarding any maps or information provided herein or the sources of such maps or information and DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESSED AND IMPLIED, including the implied warranties of merchantability and fitness for a particular purpose.

Proposed Annexations 2015
 Source: Town of Prosper, Planning
 Date: September 22, 2015



SERVICE PLAN FOR ANNEXED AREA

ANNEXATION ORDINANCE NO. _____

DATE OF ANNEXATION ORDINANCE: _____, 2015

Municipal Services to the area of land depicted in Exhibit A shall be furnished by or on behalf of the Town of Prosper, Texas ("Town") at the following levels and in accordance with the following schedule:

A. POLICE PROTECTION:

Police personnel and equipment from the Prosper Police Department shall be provided to the area annexed, at a level consistent with current methods and procedures presently provided to similar areas of the Town, on the effective date of this Ordinance.

B. FIRE PROTECTION / EMERGENCY MEDICAL SERVICES:

Fire protection and Emergency Medical Services (EMS) from the Town shall be provided to the area annexed, at a level consistent with current methods and procedures presently provided to similar areas of the Town, on the effective date of this Ordinance.

C. FIRE PREVENTION / INVESTIGATION:

The services of the Town of Prosper Fire Department shall be provided to the area on the effective date of this Ordinance. The non-emergency services of fire prevention and fire investigation will be added to the list of services provided by the Prosper Fire Department.

D. SOLID WASTE COLLECTION:

Solid waste collection shall be provided to the area annexed upon request on the effective date of this Ordinance up to the second anniversary of the annexation. After that time, residents will be required to use the Town's solid waste collection company. The collection of refuse from individual properties shall be made in accordance with the Town's usual solid waste collection scheduling.

E. WATER SERVICE:

1. This area is currently serviced by the Town's water distribution system. Future expansion and extensions of the Town's Water Distribution System will provide better flow rates and line pressures, and in accordance with applicable Town codes and policies.
2. Maintenance of private lines will be the responsibility of the owner or occupant.

F. SANITARY SEWER SERVICE:

1. The annexed area will be provided sanitary sewer service in accordance with applicable codes and departmental policy. When development occurs in adjacent areas, sanitary sewer service shall be provided in accordance with applicable Town codes and policies, including extensions of service.
2. Operation and maintenance of private wastewater facilities in the annexed area will be the responsibility of the owner.

G. ROADS AND STREETS / STREET LIGHTING:

1. Operation and maintenance of private streets in the annexed area will be the responsibility of the owner.
2. Operation and maintenance of public streets in the annexed area will be provided by the Town on the effective date of this Ordinance.
3. The Town will coordinate any request for improved street lighting with the local electric provider in accordance with Town policy.

H. PARKS AND RECREATION:

Residents within the area annexed may utilize all existing Town park and recreation facilities, on the effective date of this Ordinance. Fees for such usage shall be in accordance with current fees established by Town ordinance.

I. ENVIRONMENTAL HEALTH AND CODE ENFORCEMENT SERVICES:

1. Enforcement of current environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicles ordinances and animal control ordinances, shall begin within this area on the effective date of the annexation.
2. Inspection services, including but not limited to, the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical, and electrical work to ensure compliance with Town codes and ordinances will be provided on the effective date of the annexation.

J. MISCELLANEOUS:

Any publicly owned facility, building, or service located within the annexed area shall be maintained by the Town on the effective date of the annexation ordinance. All other applicable municipal services shall be provided to the annexation area in accordance with the Town's established policies governing extension of municipal services to newly annexed areas.

2015 Annexation Schedule

Annexation Petition and Materials Submitted to TSO by Noon	Mail Notice of Intent to Annex to Property Owners and Other Entities <i>(30 days prior to 1st PH)</i>	Town Council Considers Petition at Regular Meeting <i>(5-30 days after petition submittal)</i>	Newspaper Deadline for Notice of 1 st PH	Notice of 1 st PH Published in Newspaper and Posted on Website <i>(10-20 days prior to 1st PH)</i>	1 st PH Held by Town Council at Regular Meeting	Newspaper Deadline for Notice of 2 nd PH	Notice of 2 nd PH Published in Newspaper and Posted on Website <i>(10-20 days prior to 2nd PH)</i>	2 nd PH Held by Town Council at Regular Meeting	Annexation Ordinance Considered by Council at Regular Meeting <i>(20-40 days after 2nd PH)</i>
Monday	Friday	Tuesday	Friday	Wednesday	Tuesday	Friday	Wednesday	Tuesday	Tuesday
1/5/2015	1/23/2015	1/27/2015	2/6/2015	2/11/2015	2/24/2015	2/20/2015	2/25/2015	3/10/2015	4/7/2015
2/2/2015	2/20/2015	2/24/2015	3/6/2015	3/11/2015	3/24/2015	3/20/2015	3/25/2015	4/14/2015	5/12/2015
3/2/2015	3/20/2015	3/24/2015	4/3/2015	4/28/2015	4/28/2015	4/17/2015	4/22/2015	5/12/2015	6/9/2015
4/6/2015	4/24/2015	4/21/2015	5/8/2015	5/13/2015	5/26/2015	5/22/2015	5/27/2015	6/9/2015	7/7/2015
5/4/2015	5/22/2015	5/26/2015	6/5/2015	6/10/2015	6/23/2015	6/19/2015	6/24/2015	7/14/2015	8/11/2015
6/1/2015	6/19/2015	6/23/2015	7/2/2015 (Thursday)	7/28/2015	7/28/2015	7/17/2015	7/22/2015	8/11/2015	9/8/2015
7/6/2015	7/24/2015	7/21/2015	8/7/2015	8/12/2015	8/25/2015	8/21/2015	8/26/2015	9/8/2015	10/13/2015
8/3/2015	8/21/2015	8/25/2015	9/4/2015	9/9/2015	9/22/2015	9/18/2015	9/23/2015	10/13/2015	11/10/2015
9/4/2015 (Friday)	9/25/2015	9/22/2015	10/9/2015	10/14/2015	10/27/2015	10/23/2015	10/28/2015	11/10/2015	12/8/2015
10/5/2015	10/23/2015	10/27/2015	11/6/2015	11/11/2015	11/24/2015	11/20/2015	11/25/2015	12/8/2015	1/12/2016
11/2/2015	11/20/2015	11/24/2015	12/4/2015	12/9/2015	12/22/2015	12/18/2015	12/23/2015	1/12/2016	2/9/2016
12/7/2015	12/23/2015 (Wednesday)	12/22/2015	1/8/2016	1/13/2016	1/26/2016	1/22/2016	1/27/2016	2/9/2016	3/9/2016



PLANNING

To: Mayor and Town Council

From: John Webb, AICP, Director of Development Services

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – November 10, 2015

Agenda Item:

Conduct a Public Hearing, and consider and act upon a request for a Special Purpose Sign District, on 35.7± acres, located on the northwest corner of US 380 and Custer Road. (MD15-0004).

Description of Agenda Item:

As defined in the Sign Ordinance, a Special Purpose Sign District 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 purpose of this request is to allow for wall signage to exceed the maximum height requirement within the Prosper Plaza development. Specifically, the District would allow for the proposed Lowe's and Kroger to have wall signs with increased height. Three (3) of the taller wall signs would apply to Kroger, and two (2) taller wall signs would apply to Lowe's.

As stated in the Statement of Purpose and Intent (Exhibit A) the applicant's basis for the request is to allow for signage that is more proportional in size to the scale of the buildings.

The attached Coordination Plan (Exhibit B) shows the locations of the proposed wall signs. The attached Building Elevation and Sign Details (Exhibits C-1 through C-7) shows the elevations and details of the proposed wall signs. A comparison of the proposed Special Purpose Sign District standards verses the straight Sign Ordinance standards is as follows:

Comparison Chart	Proposed Request (Wall Sign Height)	Sign Ordinance Requirement (Maximum Height)
Lowe's Wall Sign #4	9', 6"	5', 0"
Lowe's Wall Sign #5	7', 6"	5', 0"
Kroger Wall Sign #6	5', 0"	4', 0"
Kroger Wall Sign #7	12', 6"	5', 0"
Kroger Wall Sign #8	8', 6"	5', 0"

The locations and elevations of the proposed and existing unified development signs and monument signs located within the District have been included on the Coordination Plan (Exhibit

B) and with the Building Elevation and Sign Details (Exhibit C-8 and C-9). The proposed and existing unified development signs and monument signs meet all the standards of the Sign Ordinance.

Legal Obligations and Review:

Notification was provided to neighboring property owners as required by the Sign Ordinance. Town staff has not received any Public Hearing Notice Reply Forms.

Attachments:

1. Aerial Map
2. SPSD Exhibits A, B, C, and D

Town Staff Recommendation:

Town staff recommends that the Town Council approve the request for a Special Purpose Sign District, on 35.7± acres, located on the northwest corner of US 380 and Custer Road.

Proposed Motion:

I move to approve the request for a Special Purpose Sign District, on 35.7± acres, located on the northwest corner of US 380 and Custer Road.



MD15-0004

Item 8

CR 854

CR 853

NCUSTER RD

E UNIVERSITY DR

W UNIVERSITY DR

CUSTER RD

1 inch = 400 feet

0 200 400

Feet

N

EXHIBIT "A"

STATEMENT OF INTENT & PURPOSE

This Special Purpose Sign District (SPSD) is for Prosper Plaza which is 35.72 total acres. The Sign Coordination Plan shows the location of the three (3) Unified Development Signs and four (4) Monument Signs. One (1) of the monument signs are existing and pictures are included in Exhibit C – Elevations / Sign Details. All proposed Unified Development Signs and Monument Sign signs shall comply with Town Ordinance 10-010 Section 1.09 except as noted here and on Exhibit D.

Wall Sign 4 as shown on Exhibit B on the Lowe's building does not comply with the maximum wall sign height in Section 1.09 N.2.c.4. The maximum permitted height is 5' based on the wall height. The Lowe's 'L' is 9'-4" high and the remaining letters are 8'-0" high. Wall Sign 5 as shown on Exhibit B on the Lowe's building does not comply with the maximum wall sign height in Section 1.09 N.2.c.4. The maximum permitted height is 5' based on the wall height. The total sign height is 7'-6" but the letters are 2'-2". The permitted sign area allowed is 50% of the wall area. Lowe's front facade is 19,639 sf. The signs being requested for the front façade will account for less than 480 sf or 2.5% of the total wall area. Additionally, the Lowe's architectural front facade is 55 feet tall, and signage that was smaller than proposed would look out of scale.

On the Kroger building, there are three signs that are larger than the Town Ordinance including Wall Sign 6 on Exhibit B-Starbucks logo which is 5 feet in diameter vs. 4 feet in the ordinance (due to the wall height-ordinance is 4 feet), Wall Sign 7 on Exhibit B -Kroger Oval over the main entry which is 7 feet 6 inches vs. 5 feet in the ordinance, and Wall Sign 8 on Exhibit B-Kroger Oval over second entrance which is 5 feet 7 inches vs. 5 feet in the ordinance. The total Kroger signage is less than 7% of the total front façade of the building, and the code allows 50% of the wall area. Additionally, the Kroger architectural front facades are 47 feet tall and 44 feet tall, and signage that was smaller than proposed would look out of scale. All other monument or building signage will comply with the Town sign ordinance.

UNIFIED DEVELOPMENT ZONE

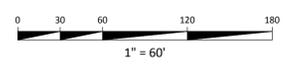
TOTAL ACREAGE: 35.72 ACRES

NUMBER OF LOTS: 6

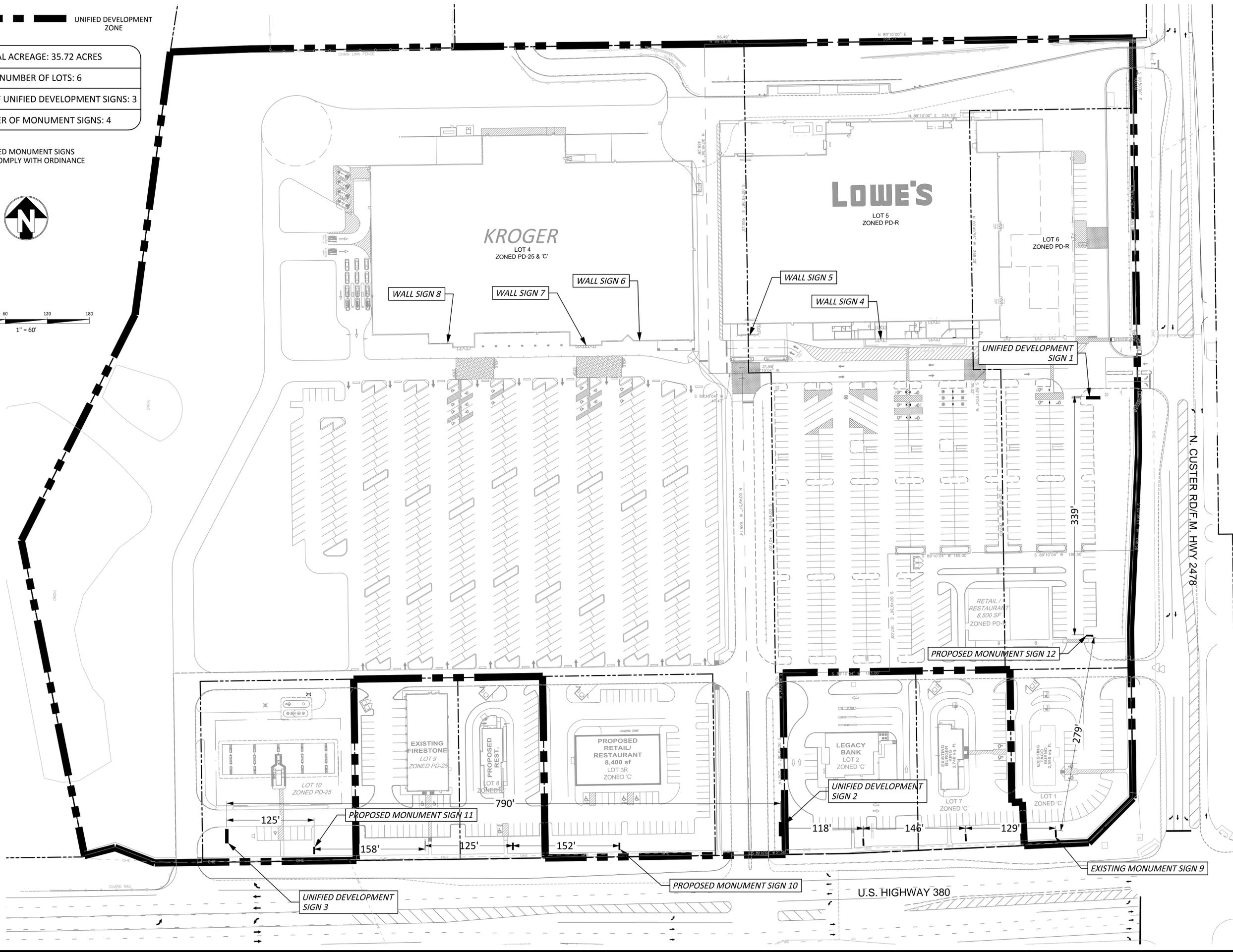
NUMBER OF UNIFIED DEVELOPMENT SIGNS: 3

NUMBER OF MONUMENT SIGNS: 4

NOTE:
PROPOSED MONUMENT SIGNS
SHALL COMPLY WITH ORDINANCE



THE PLANS AND RELATED SPECIFICATIONS, INCLUDING ALL DOCUMENTS AND ELECTRONIC MEDIA, WERE PREPARED BY CROSSPOINT ENGINEERING, L.L.C. IN WILMINGTON, DE AND SHALL REMAIN THE PROPERTY OF CROSSPOINT ENGINEERING, L.L.C. NO PART OF THESE PLANS OR SPECIFICATIONS SHALL BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF CROSSPOINT ENGINEERING, L.L.C. THE USER OF ANY INFORMATION OR MATERIALS HEREON IS SOLELY RESPONSIBLE FOR THE ACCURACY AND COMPLETENESS OF THE INFORMATION AND MATERIALS HEREON. THE USER OF ANY INFORMATION OR MATERIALS HEREON IS SOLELY RESPONSIBLE FOR THE ACCURACY AND COMPLETENESS OF THE INFORMATION AND MATERIALS HEREON.



NO.	REVISIONS	DESCRIPTION	DATE

crosspoint
engineering

5500 Old Bullard Road, Suite 130 | Tyler, Texas 75703
903 705 4416 | TBPPE Firm Reg. No. F-15245
cpe@cpj.com

PROSPER PLAZA
35.72 ACRES
PROSPER, TEXAS

EXHIBIT 'B' - SIGN
COORDINATION PLAN

PROJECT:	ISSUED:
14-1500-05	09-10-15
DRAWN BY:	CHECKED BY:
SCALE:	
SHEET:	

WALL SIGN 4 & 5



SCALE 1/16 = 1'-0" (384)

EXHIBIT C-1

Client Review Status

Allen Industries, Inc. requires that an Approved drawing be obtained from the client prior to any production release or production release revision.

Approved Approved as Noted Revise & Resubmit

Name _____ Date _____
Title _____

Declaration

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Date / Description

07/21/15 Issue Date

1	-
2	-
3	-
4	-

Notes

Project Information

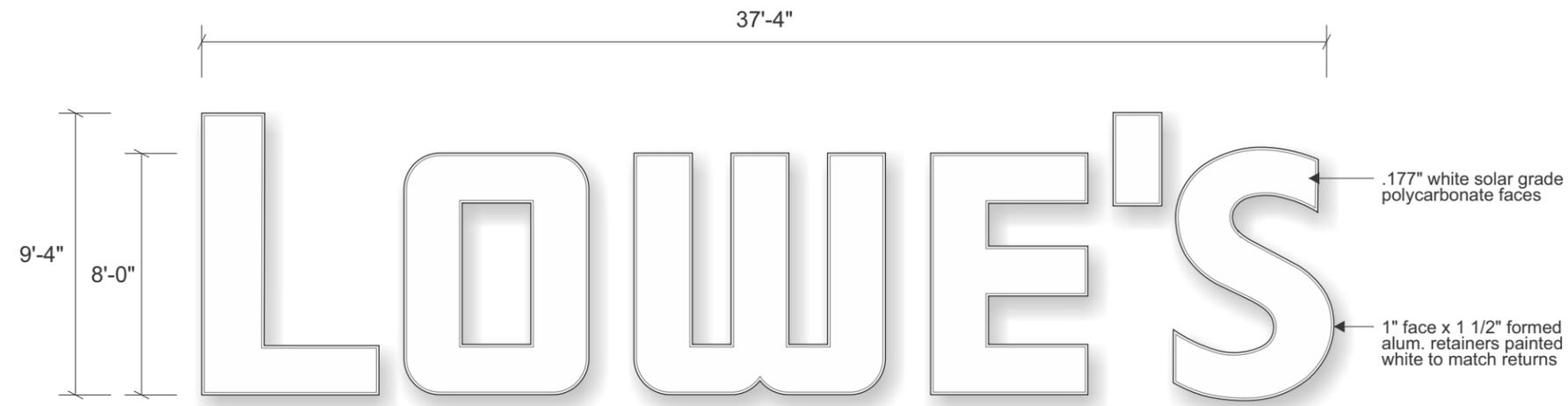
Client **Lowe's Home Centers**
University Drive and N. Custer Dr.
Prosper, TX
 File **LWS-C053 Lowes Prosper TX Wall Signs**
 Sales **House** Design **SPN** PM **Neil Chase**



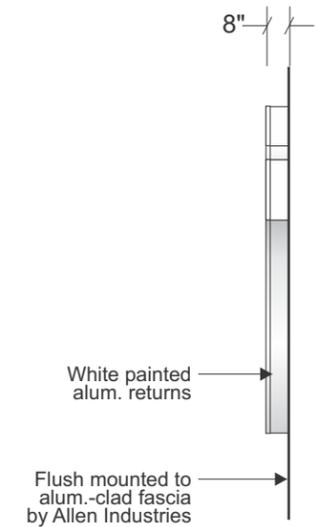
888-294-2007
 www.allenindustries.com

WALL SIGN 4

277 volt electrical Service required



Front View - 9'-4" LED Channel Letters
Scale: 3/16"=1'-0"



Side View

SPECIFICATIONS

9'-4" / 8'-0" Fabricated aluminum channel letter set, internally illuminated with white LEDs. Installed flush on pre-fabricated metal wall panel system with through bolts, utilizing existing wood blocking if possible.

Welded aluminum letter construction consists of 8" deep .063" alum. returns, .090" alum. backs with gussets and angle bracing as needed for rigidity, .177" white solar grade polycarbonate faces and 1" x 1/2" formed alum. retainers. All exterior surfaces of letters to be painted with Akzo Noble white exterior finish. Interior of letters to be painted white for maximum brightness. Each letter to have self contained LED power supplies & junction boxes as specified on next page. Each letter to have external disconnect switch for service. 10'-0" long electrical whip for connection to dedicated electrical circuit. Final electrical connection by clients electrical contractor.

All letters required to have UL approved label and manufacturers ID label

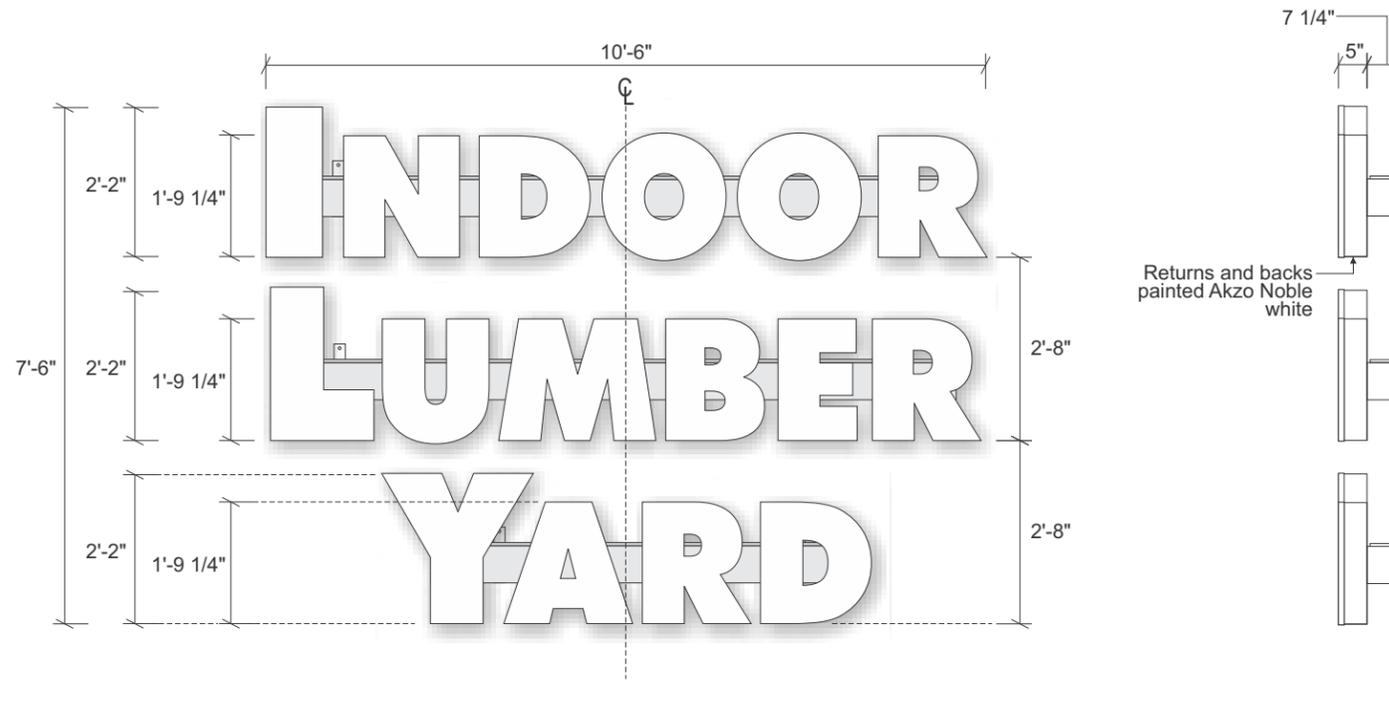


EXHIBIT C-2

Client Review Status	Declaration	Date / Description	Notes	Project Information
Allen Industries, Inc. requires that an "Approved" drawing be obtained from the client prior to any production release or production release revision. <input type="checkbox"/> Approved <input type="checkbox"/> Approved as Noted <input type="checkbox"/> Revise & Resubmit Name _____ Title _____ Date _____	Copyright © 2015 Allen Industries, Inc. This is an original, unpublished drawing, created by Allen Industries, Inc. This drawing is submitted to you in confidence for your use solely in connection with the project being planned for you by Allen Industries, Inc. and is not to be shown to anyone outside your organization, nor used, reproduced, copied or exhibited in any fashion whatsoever. The designs shown on the drawing (except for any registered trademarks that may belong to a client of Allen Industries, Inc.) remain the property of Allen Industries, Inc.	07/21/15 Issue Date - 1 - - 2 - - 3 - - 4 -	-	Client Lowe's Home Centers University Drive and N. Custer Dr. Prosper, TX File LWS-C053 Lowes Prosper TX Wall Signs Sales House Design SPN PM Neil Chase

888-294-2007
www.allenindustries.com

277 volt electrical Service required



Front View - "Indoor Lumber Yard" Channel Letters
Scale: 3/8"=1'-0"

Side View
Scale: 3/8"=1'-0"

SPECIFICATIONS

2'-2" / 1'-9 1/4" Fabricated aluminum channel letter set, internally illuminated with white LEDs. Installed on fabricated alum. 7" x 7" raceway with 1/4" alum. plate attachment clips. 2x10 wood blocking installed by GC according to specific coordinates to be provided by Allen Industries prior to installation.

Aluminum letter construction consists of 5" deep .040" alum. returns, .063" alum. backs, .150" white solar grade polycarbonate faces and white Jewelite face retainers. Letter returns pre-finished white; finish warranted for 10 years. Interior of letters painted white for maximum illumination. Entire internal perimeter of letters to be sealed with white silicone caulking after priming and painting. LED power supplies located in raceway. Each individual raceway to have external disconnect switch for service. 10'-0" long electrical whip for connection to dedicated electrical circuit. Final electrical connection by clients electrical contractor.

All letters will bear UL approved label and manufacturers ID label

EXHIBIT C-3

Client Review Status	Declaration	Date / Description	Notes	Project Information
Allen Industries, Inc. requires that an "Approved" drawing be obtained from the client prior to any production release or production release revision. <input type="checkbox"/> Approved <input type="checkbox"/> Approved as Noted <input type="checkbox"/> Revise & Resubmit Name _____ Title _____ Date _____	Copyright © 2015 Allen Industries, Inc. This is an original, unpublished drawing, created by Allen Industries, Inc. This drawing is submitted to you in confidence for your use solely in connection with the project being planned for you by Allen Industries, Inc. and is not to be shown to anyone outside your organization, nor used, reproduced, copied or exhibited in any fashion whatsoever. The designs shown on the drawing (except for any registered trademarks that may belong to a client of Allen Industries, Inc.) remain the property of Allen Industries, Inc.	07/21/15 Issue Date - 1 - - 2 - - 3 - - 4 -	-	Client Lowe's Home Centers University Drive and N. Custer Dr. Prosper, TX File LWS-C053 Lowes Prosper TX Wall Signs Sales House Design SPN PM Neil Chase

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WALL SIGN 8

WALL SIGN 7

WALL SIGN 6



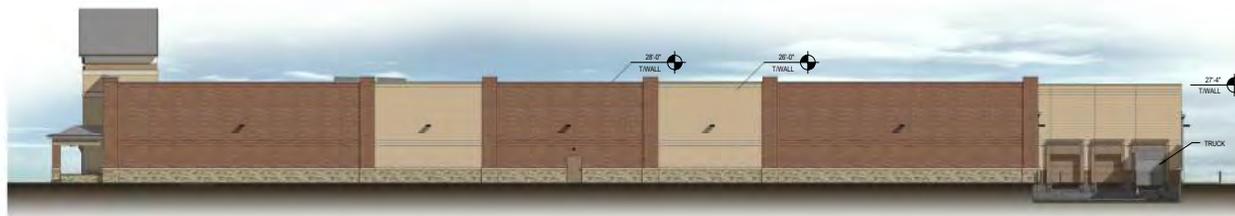
SOUTH ELEVATION



WEST ELEVATION



NORTH ELEVATION



EAST ELEVATION

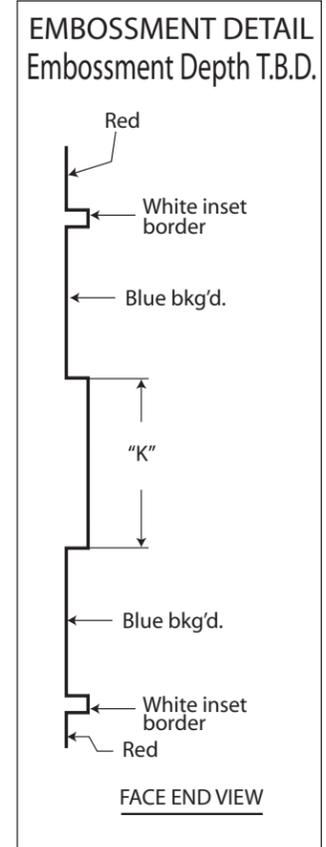
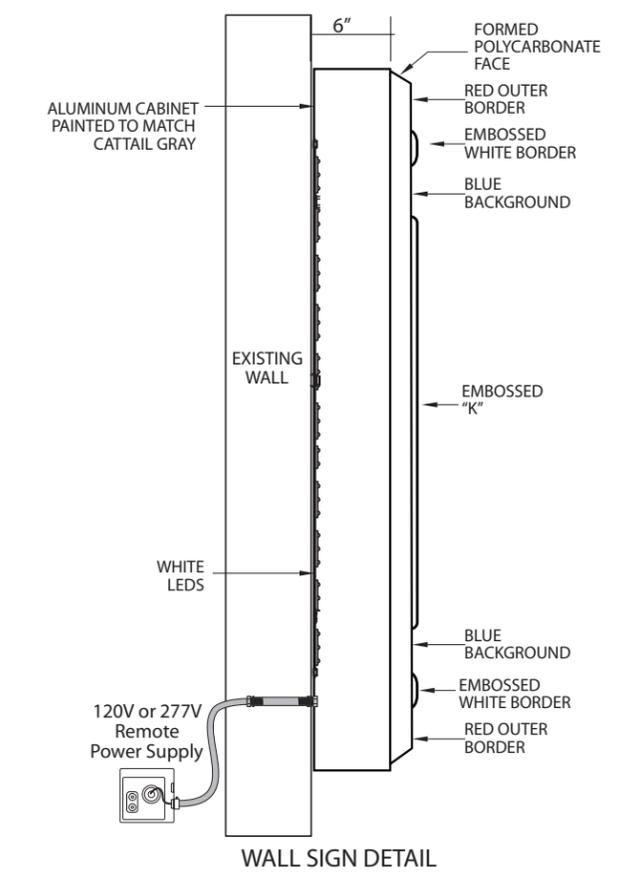
EXHIBIT C-4

060-00005155 (120V)
060-00005156 (277V)

060-00005005 (120V)
060-00005006 (277V)

WALL SIGN 7

WALL SIGN & LETTERS



- 2030 GREEN ACRYLIC FACE
- TRIMCAP: BRONZE
- RETURNS: AKZO TO MATCH MATTHEWS P&L 2530 CATTAIL GRAY (Gloss Level T.B.D.)

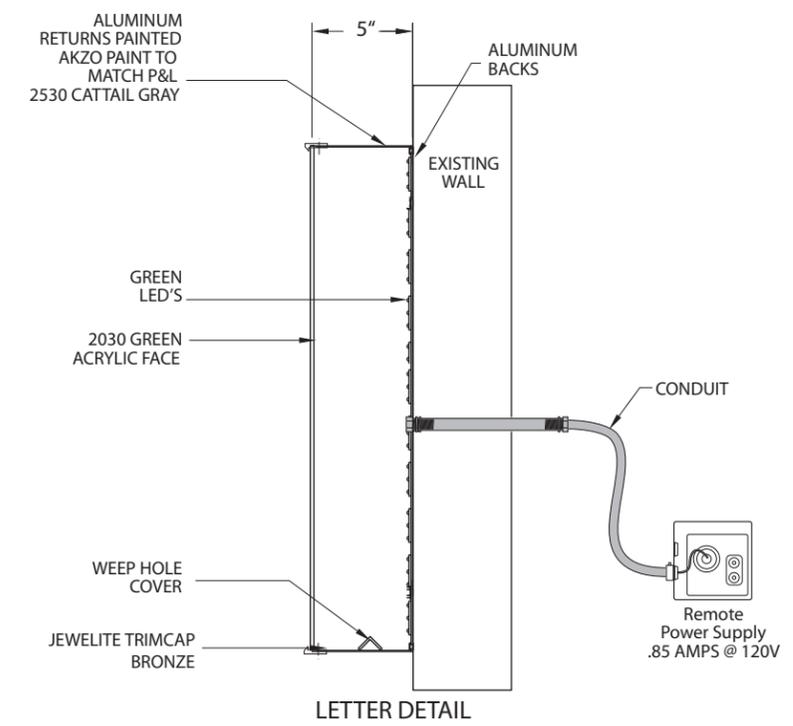


EXHIBIT C-6

403-LOGO-7X9SC-120
403-LOGO-7X9SC-277
403-CL52MKPL-RMT120
403-CL52MKPL-RMT277



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CUSTOMER APPROVAL: _____
DATE: _____

Rev. #	DATE	BY	Rev. #	DATE	BY
Rev. #1	3-18-09	S.H.	Rev. #4		
Rev. #2			Rev. #5		
Rev. #3			Rev. #6		



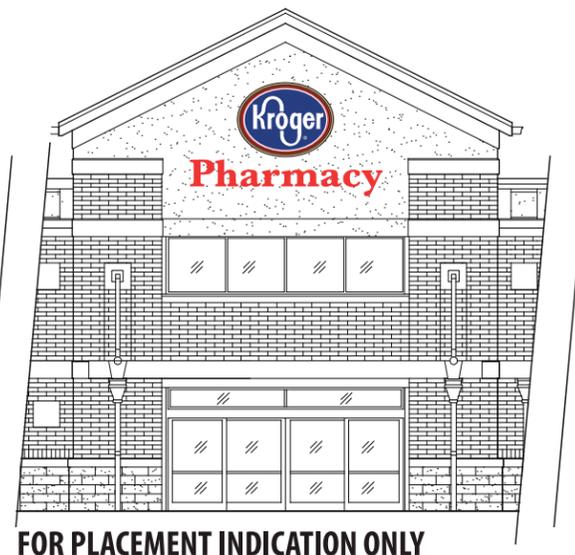
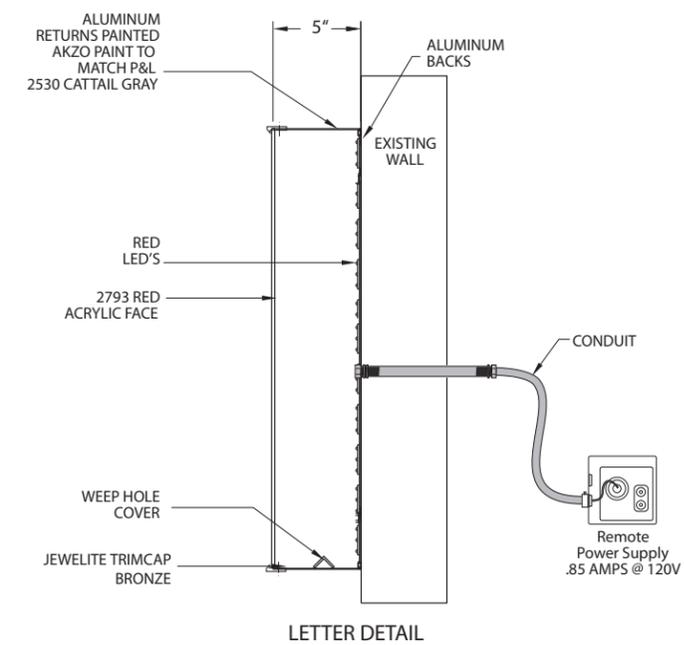
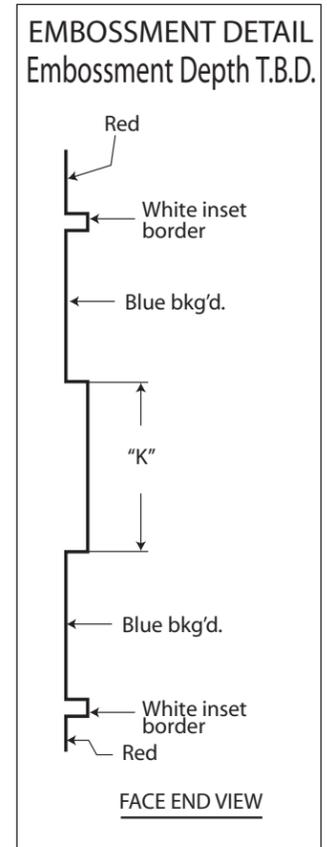
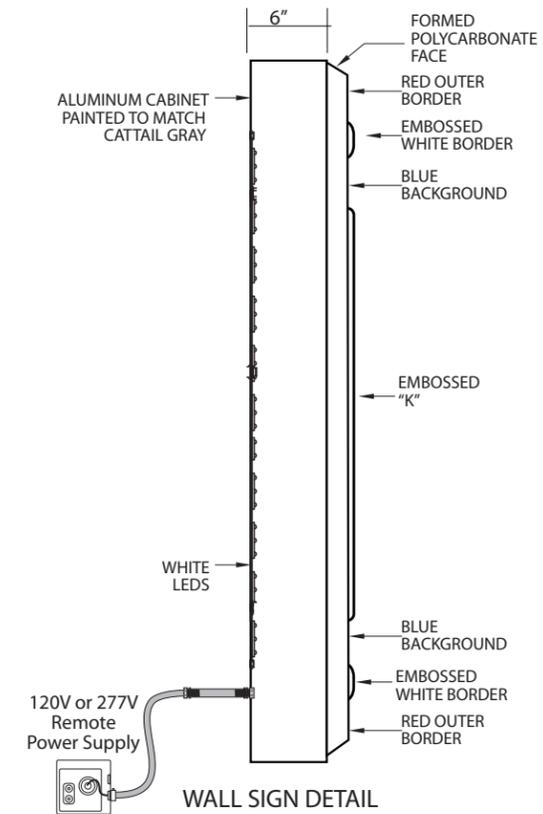
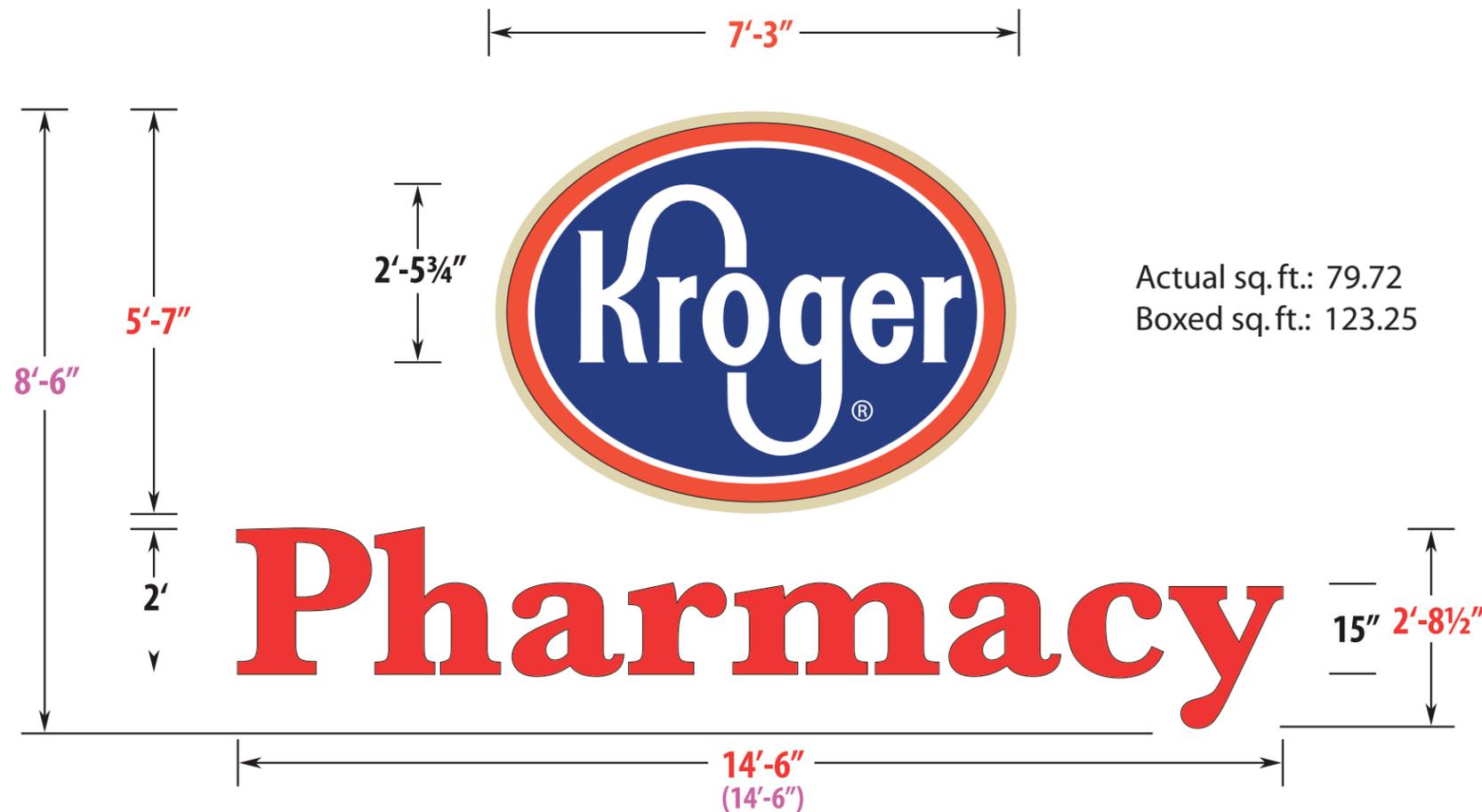
DRAWING NO:
53154.34
DATE: 2-9-09
S. Hawke

060-00005154 (120V)
060-00005157 (277V)

060-00005007 (120V)
060-00005008 (277V)

WALL SIGN 8

WALL SIGN & LETTERS



- 3630-157
- 2793
- WHITE
- TRIMCAP: BRONZE
- RETURNS: AKZO TO MATCH MATTHEWS P&L 2530 CATTAIL GRAY (Gloss Level T.B.D.)

EXHIBIT C-7

403-LOGO-5X7SC-120
403-LOGO-5X7SC-277
403-CL24MKPL-RMT120
403-CL24MKPL-RMT277



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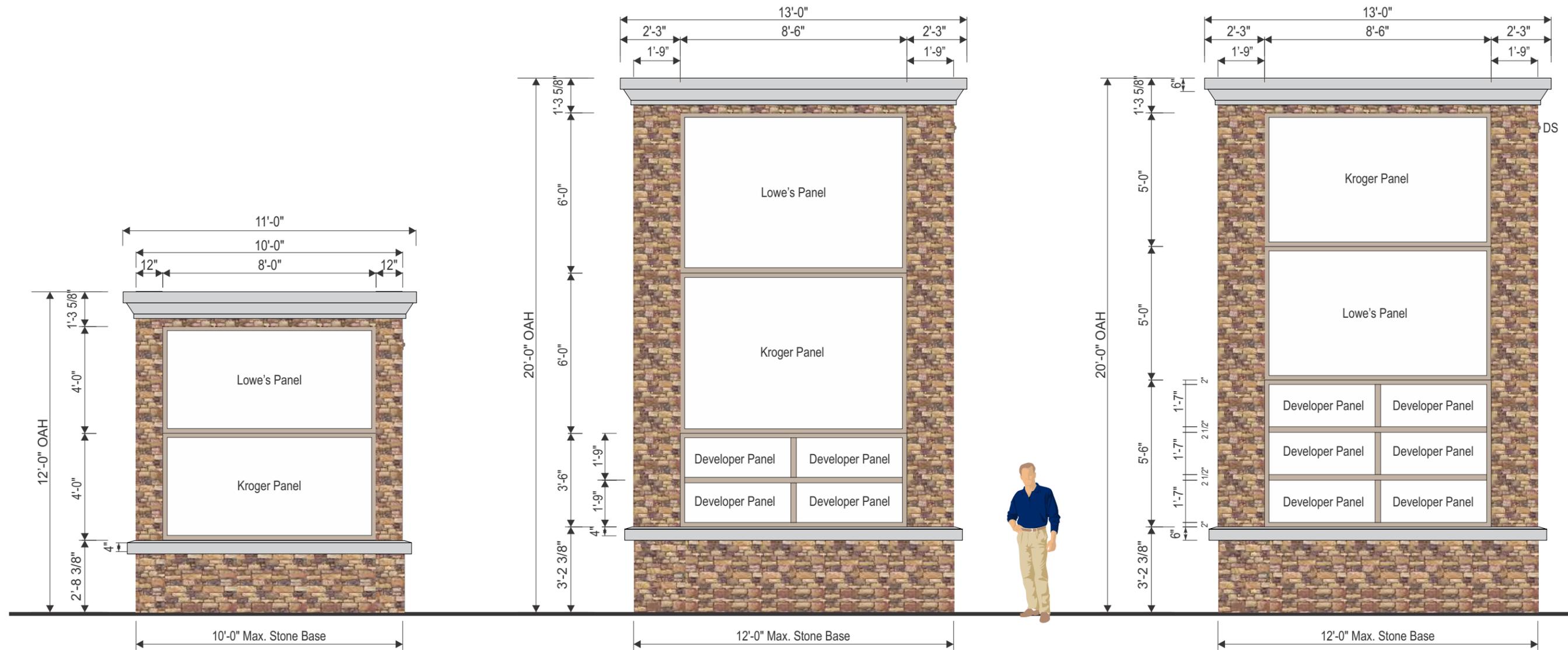
CUSTOMER APPROVAL: _____
DATE: _____

Rev. #	DATE	BY
Rev. #1	3-10-09	S.H.
Rev. #2	3-18-09	S.H.
Rev. #3		
Rev. #4		
Rev. #5		
Rev. #6		



DRAWING NO:
53154.36
DATE: 2-10-09
S. Hawke

UNIFIED DEVELOPMENT SIGNS 1, 2 & 3



SIGN ELEVATION - UNIFIED DEVELOPMENT SIGN 1
STONE MONUMENT
Custer Rd. at Lowe's Entrance
 SCALE: 1/4" = 1'-0"

SIGN ELEVATION - UNIFIED DEVELOPMENT SIGN 2
STONE MONUMENT
U.S. 380, Middle Entrance
 SCALE: 1/4" = 1'-0"

SIGN ELEVATION - UNIFIED DEVELOPMENT SIGN 3
STONE MONUMENT
Entrance Drive, western end of property
 SCALE: 1/4" = 1'-0"

EXHIBIT C-8

Client Review Status

Allen Industries, Inc. requires that an "Approved" drawing be obtained from the client prior to any production release or production release revision.
 Approved Approved as Noted Revise & Resubmit
 Name _____ Date _____
 Title _____

Declaration

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Date / Description

07/21/15	Issue Date
07/28/15	Monument Sign Redesign
08/04/15	Masonry across top of 4 tenant sign
08/11/15	Redesign Sign Options
08/11/15	Redesign Sign Options

Notes

Kroger Logo Art Required from Customer
08/12/15 Lowe's Logo Color Update
09/02/15 Pylon Redesign - Two Options
09/03/15 Pylon Redesign - Two Options
09/18/15 Pylon Redesign - Three Options

Project Information

Client	Lowe's Home Centers
	University Drive and N. Custer Dr.
	Prosper, TX
File	LWS-C053 Lowes Prosper TX Monument R8
Sales	House Design SPN PM Neil Chase



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EXISTING
MONUMENT
SIGN 9

EXHIBIT "D"

SIGN SCHEDULE / DEVELOPMENT STANDARDS

SIGN NUMBER	TYPE	DOES NOT COMPLY WITH:	SECTION
1	Unified Development Sign	Not Applicable	
2	Unified Development Sign	Not Applicable	
3	Unified Development Sign	Not Applicable	
4	Wall Sign (Lowe's)	Maximum Wall Sign Height	1.09 N.2.c.4
5	Wall Sign (Lowe's)	Maximum Wall Sign Height	1.09 N.2.c.4
6	Wall Sign (Kroger Starbucks)	Maximum Wall Sign Height	1.09 N.2.c.4
7	Wall Sign (Kroger)	Maximum Wall Sign Height	1.09 N.2.c.4
8	Wall Sign (Kroger)	Maximum Wall Sign Height	1.09 N.2.c.4
9	Existing Monument (Taco Bueno)	Not Applicable	
10	Proposed Monument (Prosper Retail 1)	Not Applicable	
11	Proposed Monument (Kroger Fuel)	Not Applicable	
12	Proposed Monument (Prosper Retail 2)	Not Applicable	



PLANNING

To: Mayor and Town Council

From: John Webb, AICP, Director of Development Services

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – November 10, 2015

Agenda Item:

Conduct a Public Hearing and consider and act upon a request to amend Chapter 2, Zoning Districts, and Chapter 3, Permitted Uses and Definitions of the Zoning Ordinance regarding the list of Permitted Uses, the Use Chart, Conditional Development Standards and Definitions. (Z15-0007).

Description of Agenda Item/Background:

Staff provided briefings to the Town Council on May 12, 2015, and August 11, 2015, and to the Planning & Zoning Commission on August 18, 2015, regarding numerous land uses in the Zoning Ordinance which should be re-evaluated. The Zoning Ordinance classifies uses in the following manner:

1. Uses permitted by right without any special conditions. These uses are “entitled” to locate within the subject zoning district as long as the site is developed according to the district’s development standards. Example: a medical office building is permitted by right in the “Office” zoning district if the site meets the minimum development standards such as setbacks, building height, and masonry construction. If this use meets the development standards, neither the Planning & Zoning Commission, nor the Town Council has the authority to deny the applicant’s right to develop the use.
2. Uses permitted by right if the use meets certain Conditional Development Standards (outlined in Chapter 3, Section 1.4 of the Zoning Ordinance). These uses are permitted by right if they meet the special standards that go above and beyond the development standards of the subject district. Example: a convenience store with gas pumps is permitted by right in the “Retail” zoning district if the site meets the minimum development standards and additional conditional development standards. In this instance, the special conditions require the convenience store with gas pumps to:
 - a. be located within 200 feet of the intersection of major thoroughfares,
 - b. be restricted to two corners of the intersection,
 - c. require canopies to have pitched roofs; the canopy support structure to be masonry and the canopy band be a neutral color, and
 - d. require the use to be removed if closed for more than six (6) months.

If the use meets these additional Conditional Development Standards, neither the Planning & Zoning Commission, nor the Town Council has the authority to deny the applicant’s right to develop the use.

3. Uses permitted upon approval of a Specific Use Permit (SUP). These require Public Hearings by both the Planning & Zoning Commission and Town Council. Example: a child day care center requires an SUP. The approval of the SUP is a discretionary decision by the Planning & Zoning Commission and the Town Council and neither body is required to approve the use.

Purpose of the Requested Amendments:

Since the majority of the land adjacent to US 380, Dallas Parkway, and Preston Road is zoned for various non-residential districts, there are numerous permitted uses which could diminish the long-term value of these high visibility corridors in the Town. Staff also noted several antiquated land use terms that need to be amended or removed from the Zoning Ordinance.

It is important to note that where existing Planned Developments contain a list of permitted uses, those uses will continue to be permitted, regardless of the amendments to the Zoning Ordinance.

The recommended amendments to the Land Use Chart are noted in Appendix A. Appendix B is the list of proposed additions and amendments to the Conditional Development Standards. Amended and additional Definitions are noted in Appendix C.

Administrative Amendments:

Permitted land uses are noted in two separate areas of the Zoning Ordinance; one being in each Zoning District subsection in Chapter 2 of the Ordinance as depicted in Illustration 1, and the other being in the "Use Chart" in Chapter 3 as depicted in Illustration 2. Staff recommends the permitted uses only be depicted in the "Use Chart," as typically found in most cities' Zoning Ordinance. This will eliminate the chance of inconsistencies between the two chapters.

Legal Obligations and Review:

Notice of the Town Council Public Hearing was provided in the newspaper as required by the Zoning Ordinance and state law. Staff also provided a copy of the proposed amendments to the Prosper Developers Council. To date, Town staff has not received any correspondence.

Attached Documents:

1. Appendix A: Proposed amendments to Chapter 3, Section 1.3, Schedule of Uses
2. Appendix B: Proposed amendments to Chapter 3, Section 1.4, Conditional Development Standards
3. Appendix C: Proposed amendments to Chapter 3, Section 2, Definitions
4. Illustration 1: Depiction of Permitted Uses in Chapter 2 to be deleted and reference the uses can be found in the Schedule of Uses of Chapter 3
5. Illustration 2: Depiction of a portion of the Schedule of Uses in the Use Chart, Chapter 3

Planning & Zoning Commission Recommendation:

At their October 20, 2015, meeting, the Planning & Zoning Commission recommended approval by a vote of 6-0, subject to:

1. Clarify Appendix B., 1., b. to state twenty-eight (28) days,
2. Amend Appendix B., 6. to clarify Funeral Homes with on-site cremation services shall require a Specific Use Permit, and
3. Amend Appendix C., 1. to include the term, "inventory."

Town Staff Recommendation:

Town staff recommends approval of the requested amendments as submitted with the recommended changes by the Planning & Zoning Commission incorporated.

Proposed Motion:

I move to approve a request to amend Chapter 2, Zoning Districts, and Chapter 3, Permitted Uses and Definitions of the Zoning Ordinance, regarding the list of Permitted Uses, the Use Chart, Conditional Development Standards and Definitions.

APPENDIX A PROPOSED AMENDMENTS TO THE SCHEDULE OF USES

The following is a list of the proposed amendments to the Zoning Ordinance regarding permitted land uses:

1. Pawn Shop

Comments: The use is currently permitted by right in the Commercial and Industrial Districts. Pawn Shops are traditionally not seen as a value added business in a community. State law does not allow a town or city to prohibit the use and requires that Pawn Shops be permitted by right in at least one zoning district.

Proposed Amendments: Permit the use by right only in the Industrial District.

2. Auto Repair, Major

Comments: Permitted by right in the Commercial and Industrial Districts and by SUP in the Downtown Commercial District. An example of this use is an auto body collision repair facility. Due to the heavy commercial use of the facility, an SUP should be required in the Commercial District to determine the appropriateness of the use and additional screening.



Auto Repair, Major

Proposed Amendments: Permit by right in the Industrial District and require SUP in the Commercial District. Remove ability to request SUP in the Downtown Commercial District.

3. Outside Merchandise Display, Incidental

Comments: This use is not listed in the Zoning Ordinance. Typically, this is a designated area for the display of goods for sale in the front of big box retailers. Currently, to accommodate this use, a Planned Development (PD) District has to be established or amended. Permitting the use with an SUP is a more appropriate method of accommodating the use on a case-by-case basis and determining appropriate location and intensity of the merchandise.



Outside Display of Merchandise

Proposed Amendments: Permit by SUP in non-residential districts, with the exception of the Office, and Downtown Office Districts. “Sidewalk sales” would not be subject to the SUP requirement. Establish new definition in Appendix C.

4. Outside Merchandise Display, Temporary

Comments: This is a “sidewalk sale” associated with a retail business. The use is not listed in the Zoning Ordinance. The use should be permitted as a conditional use with standards to ensure the “sidewalk sale” does not become permanent, nor block accessibility.



Temporary Outside Display of Merchandise

Proposed Amendments: Permit as a Conditional Development Standard in the Downtown Retail, Retail, Downtown Commercial and Commercial Districts (refer to Appendix B and establish new definition in Appendix C).

5. Outside Storage, Incidental

Comments: This is customarily unenclosed storage of commodities, materials, goods, or equipment in conjunction with a primary enclosed use and typically located in an area not readily accessible to the public. The use is not listed in the Zoning Ordinance; and therefore, currently requires a PD to permit. Permitting the use with an SUP is a more appropriate method of accommodating the use on a case-by-case basis and determining appropriate location, intensity and screening of the materials.



Incidental Outside Storage

Proposed Amendments: Permit by SUP in non-residential districts, with the exception of the Office and Downtown Office Districts.

6. Recycling Collection Point (unmanned donation or recycling bin)

Comments: Permitted by right in all non-residential districts except the Downtown Office and Downtown Retail Districts. These bins tend to become unsightly and attract the dumping of larger materials that do not fit in the bins. The use cannot be prohibited, but it is recommended to establish reasonable conditional development standards for the placement and operation of the donation bins. Staff recommends the term be renamed, “Donation or Recycling Bin” to better identify the use; and recommends the bins be permitted by right at schools, since schools may offer this service.



Donation Bin

Proposed Amendments: Reclassify as a “Donation or Recycling Bin”. Permit as a Conditional Development Standard in the Retail and Commercial Districts and by right on property owned by a public, private or parochial school and establish an amended definition (refer to Appendix B, Conditional Developments standards and Appendix C, Definitions)

7. Trailer Rental

Comments: Permitted by right in the Commercial, Commercial Corridor and Industrial Districts and permitted by SUP in the Retail District. Due to the open storage and display of the trailers, this use is not appropriate immediately adjacent to the Town’s primary highways and thoroughfares.



Trailer Rental

Proposed Amendments: Permit by right in the Industrial District and require SUP in the Commercial District.

8. Equipment and Machinery Sales and Rental, Major

Comments: Permitted by right in the Commercial and Industrial Districts. Due to the open storage and display of the heavy equipment and machinery, this use is not appropriate immediately adjacent to the Town’s primary highways and thoroughfares.



Heavy Equipment Display

Proposed Amendments: Permit by right in the Industrial District and require SUP in the Commercial District.

9. Car Wash, Self-Serve

Comments: Permitted by right in the Commercial and Industrial Districts. Due to the noise-generating nature, the use should be evaluated by an SUP in the Commercial District. This is not an industrial use, and therefore should not be permitted in the Industrial District.



Self Service Car Wash

Proposed Amendments: Require SUP in the Commercial District, delete as permitted use in the Industrial District and note as a Conditional Development Standard to identify the 200-foot distance requirement from residential districts as currently required by the “Adjacency of Certain Uses to Residential Zoning.”

10. Motels

Comments: Motels are commonly served by outside corridors and permitted by right with minimal conditional development standards in the Downtown Commercial, Commercial and Commercial Corridor Districts. The facilities are now more commonly referred to as “Limited Service Hotels” but with interior corridors.



Motel



Limited Service Hotel

Proposed Amendments: Reclassify the term to “Hotel, Limited Service,” and establish new Conditional Development Standards (Appendix B) and establish the appropriate definition (Appendix C).

11. Residence Hotel (extended stay)

Comments: These facilities offer “stay on a nightly, weekly and/or monthly basis” with full kitchens. Depending on the operator, these facilities can either provide quality short-term housing or become quasi-multifamily, transient housing with negative impacts on adjacent properties. This use is permitted by right with Conditional Development Standards in the Commercial and Commercial Corridor Districts and further limited to properties adjacent to Dallas Parkway, US 380 and Preston Road.



Residence Hotel

Proposed Amendments: Require an SUP to determine the appropriateness of the use and amend the Conditional Development Standards (Appendix B) and amend the definition (Appendix C).

12. Hotels (full service)

Comments: These facilities typically are multi-story in height and offer a range of amenities including a full-service restaurant and meeting/event space. The use is permitted by right with Conditional Development Standards in the Commercial and Commercial Corridor Districts and requires an SUP in the Downtown Commercial District.



Full Service Hotel

Proposed Amendments: Rename the term to “Hotel, Full Service,” and revise and establish new Conditional Development Standards (Appendix B) to more accurately reflect today’s hotel market and establish the appropriate definition (Appendix C).

13. Automobile Storage

Comments: Permitted by right in the Commercial and Industrial Districts. These facilities resemble a parking lot without a primary structure and typically accommodate the overflow storage of automobiles and light load trucks that are for sale at another location. Due to the open storage, this use may not be appropriate along the Town’s primary highways and thoroughfares.



Off-site Vehicle Storage Lot

Proposed Amendments: Permit by right in the Industrial District and require SUP in the Commercial District.

14. General Manufacturing/Industrial Use Complying with Performance Standards

Comments: The term permits manufacturing and industrial processing but must be deemed not a hazard or nuisance to adjoining properties. Truck loading docks are common to this use. Permitted by right in the Commercial, Commercial Corridor and Industrial Districts. Due to the industrial nature, the use may not be appropriate in the Commercial and Commercial Corridor Districts.



General Manufacturing

Proposed Amendments: Permit by right in the Industrial District and require SUP in the Commercial and Commercial Corridor Districts

15. Flea Market, Inside

Comments: Permitted by right in the Commercial District. Depending on the intensity of the use, may not be appropriate in certain locations.



Indoor Flea Market

Proposed Amendments: Require SUP in the Commercial District.

16. Flea Market, Outside

Comments: Permitted by SUP in the Commercial District. Due to the nature of the use, it is not appropriate in Prosper.



Outside Flea Market

Proposed Amendments: Delete as a permitted use.

17. Vet Clinic and/or Kennel, Outdoor

Comments: Permitted by right in the Commercial, Commercial Corridor and Industrial Districts. Due to the nature of the outdoor facilities, the use may not be appropriate in certain locations.



Outdoor Pet Kennel

Proposed Amendments: Permit by right in the Industrial District and require SUP in the Commercial District.

18. Retirement Housing (independent senior living)

Comments: These facilities typically resemble a traditional 2-4 story, multi-family complex but are age-restricted for “active, senior adults” who do not require the services associated with an assisted living center or nursing home. Currently permitted by right in the Townhome, Multifamily and the Mobile Home Districts. There is hesitancy to rezone any land to the Multifamily District for a retirement housing product, since there is no guarantee the use will develop as such. The current definition also includes the terms “nursing care for ambulatory elderly or handicapped persons”. This is not the intent of this use which is intended to accommodate independent senior living residential developments.



Independent Senior Living

Proposed Amendments: Require SUP in the Multifamily District to allow the use to be considered on a case-by-case basis as an age-restricted development that cannot convert into a traditional multi-family development and amend the definition in Appendix C.

19. Helistop (helicopter landing pad)

Comments: This is incidental to a main structure for take-offs and landings. The storage of helicopters or fuel is not permitted by the definition. Permitted by SUP in the Office, Commercial Corridor and Industrial District. A helistop may be appropriate and necessary for uses in the Retail and Commercial Districts since hospitals are permitted in these districts.



Helistop

Proposed Amendments: Require SUP in the Retail and the Commercial Districts in addition to Office, Commercial Corridor and Industrial Districts.

20. Nursery (Landscape), Major

Comments: Permitted by right in the Commercial and Commercial Corridor Districts. Due to the nature of the outdoor facilities, the use may not be appropriate in certain locations.



Outdoor Landscape Nursery

Proposed Amendments: Require SUP in the Commercial and Commercial Corridor Districts.

21. Dance Hall

Comments: “Dance Hall” is an antiquated term. Need to recognize and allow professional banquet facilities similar to Noah’s Event Venue. “Dance Hall” currently permitted by SUP in the Downtown Commercial, Commercial and Commercial Corridor Districts.



Private Meeting/Banquet/Reception Facility

Proposed Amendments: Reclassify as a “Meeting/Banquet/Reception Facility” and require SUP in the Retail, Downtown Commercial, Commercial and Commercial Corridor District and amend definition in Appendix C

22. Furniture Restoration

Comments: Permitted by right in the Commercial and Industrial Districts and requires SUP in the Downtown Commercial District. This is an enclosed use and does not pose adverse impacts.



Furniture Restoration Building

Proposed Amendments: Permit by right in all non-residential districts except for the Office and Downtown Office Districts.

23. Gunsmith

Comments: Antiquated term since the business is considered a retail establishment to accommodate the sales and service of firearms.



Gun Store

Proposed Amendments: Delete the term.

24. Household Appliance Service and Repair

Comments: Antiquated term. This service is now more related to the repair of electronics.



Electronics Repair

Proposed Amendments: Reclassify as “Repair Service, Indoor,” and permit by right in all non-residential districts except for Office and Downtown Office Districts. Create new definition in Appendix C that would prohibit vehicle engine repair.

25. Mortuary/Funeral Parlor

Comments: Permitted by right in the Downtown Commercial, Commercial, Commercial Corridor and Industrial Districts. It is implied but not clear that the use does not permit an on-site crematory.



Funeral Home

Proposed Amendments: Reclassify term as “Funeral Home” and amend as a Conditional Development Standard to permit by right in the same districts but require an SUP for on-site cremation services.

26. Restaurant or Cafeteria

Comments: “Cafeteria” is an antiquated term. A “Luby’s” or “Furr’s” is considered as a restaurant.



Cafeteria (restaurant)

Proposed Amendments: Amend term to read, “Restaurant.”

27. Bottling Works

Comments: Antiquated term. An operation that bottles beverages can be accommodated as a “General Manufacturing/Industrial Use Complying with Performance Standards”.



Bottling Works

Proposed Amendments: Delete the term.

28. Auto-related Uses and Restaurants with Drive-thru or Drive-in Services

- **Convenience Store with Gas Pumps**
- **Restaurant** (includes restaurants with drive-through window service)
- **Restaurant, Drive In** (Sonic)
- **Automobile Repair, Major**
- **Automobile Repair, Minor**
- **Automobile Sales/Leasing, New**
- **Automobile Sales/Leasing, Used**
- **Car Wash**
- **Car Wash, Self Service**
- **Motorcycle Sales/Service**
- **Recreational Vehicle Sales and Service, New/Used**
- **Truck/Bus Repair**
- **Truck Sales, Heavy Trucks**
- **Truck Terminal**

Comments: Section 9.11 of Chapter 4, “Development Requirements” of the Zoning Ordinance contains provisions for “Adjacency of Certain Uses to Residential Zoning” that requires that buildings and equipment associated with these uses be a minimum of 200 feet from a residential district and subject to additional screening. These requirements are often overlooked by the development community in their research of the Zoning Ordinance Use Chart.

Proposed Amendments: Note this requirement as a Conditional Development Standard in the Use Chart and reference the “Adjacency of Certain Uses.” There is no change regarding the permitted use of these uses in the currently designated districts.

29. Payday Loans/Cash for Car Titles

Comments: This is not a designated use in the Zoning Ordinance, but as such meets the definition of a “Bank or Savings and Loan” and would be permitted by right in all non-residential districts. These businesses are seen as predatory lending establishments with excessively high interest rates and are increasingly being regulated by cities in Texas and the nation.



Car Title Loan Establishment

Proposed Amendments: Per a recommendation from the Town Attorney, these businesses should be regulated in Chapter 4, Business Regulations of the Town’s Code of Ordinances. The ordinance can contain criteria for the definition, registration, operation and location/minimum spacing of the businesses. Therefore the amendments will not occur within this amendment to the Zoning Ordinance.

APPENDIX B

PROPOSED ADDITIONS/AMENDMENTS TO CONDITIONAL DEVELOPMENT STANDARDS

1. Outside Merchandise Display, Temporary (*new Conditional Development Standard*)

- a. The outdoor display of merchandise shall be associated with the merchandise offered for sale on the same premise.
- b. The outdoor display of merchandise shall not exceed 72 consecutive hours with a minimum of twenty-eight (28) days between each occurrence.
- c. The outdoor display of merchandise shall not block or impede required accessibility.

2. Donation or Recycling Bin (*new Conditional Development Standard*)

- a. A donation or recycling bin requires approval of a Site Plan by the Planning & Zoning Commission and a permit issued by the Building Inspections Division.
- b. The permit shall contain written authorization of the property owner.
- c. A maximum of one (1) donation or recycling bin shall be permitted per lot or tract.
- d. The donation or recycling bin shall be located within 100 feet of the main structure but not located within the required front, side or rear property lines.
- e. The donation or recycling bin shall not be located on any required parking space(s), nor located in a manner that blocks pedestrian access or a driver's visibility.
- f. The donation or recycling bin shall not exceed six (6) feet, six (6) inches in height, six (6) feet in width and six (6) feet in length.
- g. The donation or recycling bin shall clearly identify the name, address and telephone number of the permittee and operator, if different from the permittee.
- h. The permittee shall maintain the area surrounding the donation or recycling bin free of any junk, garbage, trash, debris or other refuse material.
- i. The permittee and operator shall be responsible for abating and removing all junk, garbage, trash, debris and other refuse material in the area surrounding the donation or recycling bin within twenty-four (24) hours of written or verbal notice from the Town.
- j. The Town shall have the right to revoke any permit issued hereunder if permittee or operator fails to comply with the provisions of this subsection. The Town shall provide a written notification to the permittee or operator stating the specific grounds for revocation. Upon revocation, the donation or recycling bin shall be removed from the permittee's real property within thirty (30) calendar days and, if not removed within this time period, the Town may remove, store and dispose of the donation or recycling bin at the permittee's sole cost and expense.

3. Hotel, Limited Service (suggested edits to current standards for a Motel; "red" text notes new standards)

- a. Access to guest rooms shall be restricted exclusively to interior corridors.
- b. External balconies and walkways shall be set back two hundred (200) feet from any residential zoning district.
- c. Shall provide management staff on-site twenty four (24) hours a day.
- d. Shall provide at least four (4) amenities from the list below:
 - Indoor/Outdoor Pool
 - Spa/Sauna
 - Weight Room/Fitness Center
 - Playground
 - Sports Court
 - ~~Plaza/Atrium~~
 - Game Room

- Jogging Trail
 - Conference Room (one thousand (1,000) square foot minimum)
 - ~~Full Service Restaurant (minimum seating capacity of Thirty five (35))~~
- e. Shall provide a restaurant offering a minimum of one meal per day.
- f. ~~Shall maintain a minimum separation of one thousand five hundred (1,500) feet measured linearly from property line to property line from any other Hotel, Motel, or Residence Hotel property. (Reason for deleting requirement is that some hotels prefer to group their brands in close proximity such as a Marriott Fairfield Inn, Courtyard by Marriott and Marriott Residence Inn).~~
- g. Shall provide daily housekeeping.
- h. The guest rooms shall not contain any cooking facility that includes a conventional oven, convection oven, stove top burner, grill, hibachi or hotplate.
4. **Hotel, Residence** (suggested edits to current standards for a Residence Hotel; “red” text notes new standards)
- Residence Hotel developments shall be subject to the following development standards:
- a. ~~Not more than twenty three (23) room units per acre. (Reason for deleting requirement is that appropriate density can be determined by the SUP process)~~
- b. A Specific Use Permit is required.
- c. Shall provide laundry facilities on site for guest use.
- d. Access to guest rooms shall be restricted exclusively to interior corridors.
- e. External balconies and walkways shall be set back two hundred (200) feet from any residential zoning district.
- f. Shall provide **management** staff on-site twenty four (24) hours a day.
- g. Shall provide at least five (5) amenities from the list below:
- Indoor/Outdoor Pool
 - Spa/Sauna
 - Weight Room/Fitness Center
 - Playground
 - Sports Court
 - ~~Plaza/Atrium~~
 - Game Room
 - Jogging Trail
 - Conference Room (one thousand (1,000) square foot minimum)
 - ~~Full Service Restaurant (minimum seating capacity of Thirty five (35))~~
- h. Shall be set back a minimum one hundred (100) feet from any residential district.
- i. Shall maintain fifteen (15) percent of the lot area as **outdoor** open space, exclusive of required setbacks and parking areas, but including amenities from the above list except for the **indoor pool** and the conference room and ~~full service restaurant~~ shall not count toward meeting the open space requirement. The minimum fifteen (15) percent open space may be reduced by the Town Council upon approval of a Specific Use Permit providing evidence of other amenities meeting the intent of the open space requirement.
- j. Shall provide a restaurant offering a minimum of one meal per day.
- k. ~~Shall maintain a minimum separation of one thousand five hundred (1,500) feet measured linearly from property line to property line from any other Hotel, Motel, or Residence Hotel property. (Reason for deleting requirement is that some hotels prefer to group their brands in close proximity such as a Marriott Fairfield Inn, Courtyard by Marriott and Marriott Residence Inn).~~
- l. Shall provide daily housekeeping.
- m. Any guest room indoor cooking facility shall not include a grill, hibachi or hotplate.

5. Hotel, Full Service (suggested edits to current standards for a Hotel; “red” text notes new standards)

Full Service Hotel developments shall be subject to the following development standards:

- a. External balconies and walkways shall be set back two hundred (200) feet from any residential zoning district.
- b. Shall provide **management** staff on-site twenty four (24) hours a day.
- c. Shall provide at least four (4) amenities from the list below:
 - Indoor/Outdoor Pool
 - Spa/Sauna
 - Weight Room/Fitness Center
 - Playground
 - Sports Court
 - ~~Plaza/Atrium~~
 - Game Room
 - Jogging Trail
 - ~~Conference Room (one thousand (1,000) square foot minimum)~~
 - ~~Full Service Restaurant (minimum seating capacity of Thirty five (35))~~
- d. **Shall provide a full service restaurant offering three (3) meals a day.**
- e. **Shall provide a minimum total of 10,000 square feet of meeting/event space.**
- f. **No more than five (5) percent of the total number of guest rooms shall have cooking facilities.**
- g. All room units must be accessed through an internal hallway.
- h. ~~Permitted by Specific Use Permit in a Downtown Commercial District.~~ (Permit by right in the Downtown Commercial District if the hotel meets the conditional development standards.)

6. Funeral Home (formerly Mortuary/Funeral Parlor) (new Conditional Development Standard)

Funeral Homes with on-site cremation services shall require a Special Use Permit.

7. Convenience Store with Gas Pumps (new Conditional Development Standard)

Shall be subject to the requirements of Chapter 4, Section 9.11, Adjacency of Certain Uses to Residential Zoning.

8. Restaurant (new Conditional Development Standard)

Shall be subject to the requirements of Chapter 4, Section 9.11, Adjacency of Certain Uses to Residential Zoning.

9. Restaurant, Drive In (new Conditional Development Standard)

Shall be subject to the requirements of Chapter 4, Section 9.11, Adjacency of Certain Uses to Residential Zoning.

10. Automobile Repair, Major (new Conditional Development Standard)

Shall be subject to the requirements of Chapter 4, Section 9.11, Adjacency of Certain Uses to Residential Zoning.

11. Automobile Repair, Minor (new Conditional Development Standard)

Shall be subject to the requirements of Chapter 4, Section 9.11, Adjacency of Certain Uses to Residential Zoning.

- 12. Automobile Sales/Leasing, New (*new Conditional Development Standard*)**
Shall be subject to the requirements of Chapter 4, Section 9.11, Adjacency of Certain Uses to Residential Zoning.
- 13. Automobile Sales/Leasing, Used (*new Conditional Development Standard*)**
Shall be subject to the requirements of Chapter 4, Section 9.11, Adjacency of Certain Uses to Residential Zoning.
- 14. Car Wash (*new Conditional Development Standard*)**
Shall be subject to the requirements of Chapter 4, Section 9.11, Adjacency of Certain Uses to Residential Zoning.
- 15. Car Wash, Self Service (*new Conditional Development Standard*)**
Shall be subject to the requirements of Chapter 4, Section 9.11, Adjacency of Certain Uses to Residential Zoning.
- 16. Motorcycle Sales/Service (*new Conditional Development Standard*)**
Shall be subject to the requirements of Chapter 4, Section 9.11, Adjacency of Certain Uses to Residential Zoning.
- 17. Recreational Vehicle Sales and Service, New/Used (*new Conditional Development Standard*)**
Shall be subject to the requirements of Chapter 4, Section 9.11, Adjacency of Certain Uses to Residential Zoning.
- 18. Truck/Bus Repair**
Shall be subject to the requirements of Chapter 4, Section 9.11, Adjacency of Certain Uses to Residential Zoning.
- 19. Truck Sales, Heavy Trucks (*new Conditional Development Standard*)**
Shall be subject to the requirements of Chapter 4, Section 9.11, Adjacency of Certain Uses to Residential Zoning.
- 20. Truck Terminal (*new Conditional Development Standard*)**
Shall be subject to the requirements of Chapter 4, Section 9.11, Adjacency of Certain Uses to Residential Zoning.

APPENDIX C PROPOSED AMENDMENTS TO DEFINITIONS

1. **Outside Merchandise Display, Incidental** (new definition) - The unenclosed display of commodities, materials, goods, inventory or equipment readily accessible to the public for retail sales in conjunction with a primary enclosed use.
2. **Outdoor Merchandise Display, Temporary** (new definition) - The temporary display of merchandise such as a sidewalk sale subject to Conditional Development Standards.
3. **Outdoor Storage, Incidental** (new definition) - The unenclosed storage of commodities, materials, goods, or equipment in conjunction with a primary enclosed use and typically located in an area not readily accessible to the public.
4. **Donation or Recycling Bin** (formerly "Recycling Collection Point") - An unattended receptacle with a door, slot or other opening that is intended to accept donated or recyclable materials.
5. **Hotel, Limited Service** (formerly "Motel") - A building or group of buildings designed for and occupied as a temporary lodging place; where financial consideration is generally calculated on a nightly basis and is not classified as a full service hotel or a residence hotel.
6. **Hotel, Residence** (amended definition) - A building or group of buildings designed for and occupied as a temporary lodging which may include an extended stay and where financial consideration is generally calculated on a nightly, weekly or monthly basis and is not classified as a limited service hotel or a full service hotel.
7. **Hotel, Full Service** (formerly "Hotel") - A building or group of buildings designed for and occupied as a temporary lodging place; where financial consideration is generally calculated on a nightly basis; provides a restaurant offering three (3) meals a day; provides meeting/event space; and is not classified as a limited service hotel or a residence hotel.
8. **Multifamily Dwelling** (need to amend definition due to changes to classifications of hotels) – Attached dwelling units designed to be occupied by three or more families living independently of one another; exclusive of Limited Service Hotels, Residence Hotels, or Full Service Hotels
9. **Retirement Housing** (amended definition) - A building or group or buildings consisting of attached or detached dwelling units designed for the housing of age-restricted residents. In addition to housing, this type of facility may provide services to its residents such as meals in a central dining room, housekeeping, transportation and activity rooms. The facility shall not be licensed as an assisted living center or a skilled nursing home.
10. **Meeting/Banquet/Reception Facility** (formerly "Dance Hall") - A building which is rented, leased or otherwise made available to any person or group for a private event function that is not open to the general public, whether or not a fee is charged.
11. **Repair Service, Indoor** (formerly Household Appliance Service and Repair) - The maintenance and repair of electronics, appliances and fixtures customarily used in a

home or office. The term does not include any type of repair to engines or other motorized equipment or vehicles.

12. **Funeral Home** (formerly Mortuary/Funeral Parlor): A place for the storage of human bodies prior to their burial or cremation, or a building used for the preparation of the deceased for burial and the display of the deceased and ceremonies connected therewith before burial or cremation. On-site cremation services permitted in accordance with the Conditional Development Standards.

CHAPTER 2, SECTION 16
DOWNTOWN OFFICE DISTRICT (Z07-7)

16.1 GENERAL PURPOSE AND DESCRIPTION:

The Downtown Office District is established to maintain existing and encourage additional office development in the original downtown portion of the Town. Standards for vehicle parking, building set-backs, and building height are similar to those existing on developed properties in this section of the Town. Therefore, these standards are only applicable to this section of the Town. This district will accommodate a variety of office developments providing for professional, financial, medical, and similar services for local residents and service uses necessary to support such office uses. This zoning district may be appropriate in areas designated as Old Town Core District on the Future Land Use Plan.

16.2 REGULATIONS:

A. Size of Yards:

1. Minimum Front Yard – Twenty five (25) feet.
2. Minimum Side Yard – Five (5) feet; fifteen (15) feet on corner adjacent to side street.
3. Minimum Rear Yard – Ten (10) feet.

B. Size of Lots:

1. Minimum Lot Area – Six thousand (6,000) square feet.
2. Minimum Lot Width – Fifty (50) feet.
3. Minimum Lot Depth – One hundred and twenty (120) feet.

C. Minimum Dwelling Area: One thousand five hundred (1,500) square feet.

D. Maximum Height: Two and a half (2½) stories, no greater than forty (40) feet.

E. Lot Coverage: fifty five (55) percent.

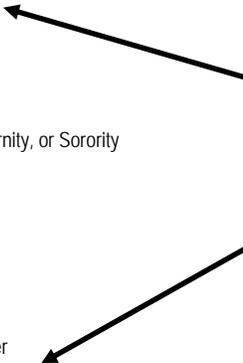
F. Building Materials: Exterior Construction of Main Buildings, Chapter 4, Section 9.8

16.3 PERMITTED USES:

A. Studio dwellings are permitted in this District only when located in conjunction with an Office use.

B. List of Permitted Uses: Uses followed by an S are permitted by Specific Use Permit. Uses followed by a C are permitted subject to conditional development standards. See Chapter 3, Section 1 for the conditional development standards.

- Accessory Building
- Administrative, Medical, or Professional Office
- Antenna and/or Antenna Support Structure, Non-Commercial C
- Athletic Stadium or Field, Public
- Automobile Parking Lot/Garage
- Bank, Savings and Loan, or Credit Union
- Beauty Salon/Barber Shop
- Bed and Breakfast Inn S
- Business Service
- Caretaker's/Guard's Residence
- Civic/Convention Center
- College, University, Trade, or Private Boarding School
- Commercial Amusement, Indoor
- Community Center
- Day Care Center, Adult S
- Day Care Center, Child C
- Day Care Center, Incidental S
- Dry Cleaning, Minor
- Fraternal Organization, Lodge, Civic Club, Fraternity, or Sorority
- Governmental Office
- Gymnastics/Dance Studio
- Health/Fitness Center
- Homebuilder Marketing Center
- Hospital
- House of Worship
- Insurance Office
- Municipal Uses Operated by the Town of Prosper
- Museum/Art Gallery
- Park or Playground
- Print Shop, Minor
- Private Club S
- Private Recreation Center
- Private Utility, Other Than Listed
- Restaurant or Cafeteria C
- Retail/Service Incidental Use



This portion of the Permitted Uses to be removed and maintained in the Use Chart as noted in Illustration 2

Illustration 1

CHAPTER 3 – PERMITTED USES AND DEFINITIONS
SECTION 1 – USE OF LAND AND BUILDINGS

SECTION 1.3(F) RETAIL USES	Residential Districts							Non-Residential Districts								
	A - Agricultural	SF - Single Family (E - 10)	DTSF - Downtown SF	TH - Townhome	2F - Two Family	MF - Multifamily	MH - Mobile Home	O - Office	DTCO - Downtown Office	NS - Neighborhood Service	DTR - Downtown Retail	R - Retail	DTC - Downtown Commercial	C - Commercial	CC - Commercial Corridor	I - Industrial
Antique Shop and Used Furniture											●	●	●	●		
Alcoholic Beverage Sales										16	16	16	16	16	16	16
Building Material and Hardware Sales, Major												S	S	●		●
Building Material and Hardware Sales, Minor												●	●	●		●
Convenience Store with Gas Pumps												17		17	17	
Convenience Store without Gas Pumps										●	●	●	●	●		
Equipment and Machinery Sales and Rental, Major													●			●
Equipment and Machinery Sales and Rental, Minor												●	●	●		
Farmer's Market											●	●	●	●		
Feed Store											●	●	●	●		●
Flea Market, Inside													●			
Flea Market, Outside													S			
Furniture, Home Furnishings and Appliance Store											●	●	●	●		
Nursery, Major													●	●		
Nursery, Minor												●	●	●		
Pawn Shop													●	●		●
Retail Stores and Shops											●	●	●	●		

Illustration 2
Example of a Portion of Schedule of Uses in the Use Chart



PARKS & RECREATION

To: Mayor and Town Council

From: Paul Naughton, RLA, Landscape Architect

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – November 10, 2015

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a Professional Services Agreement between the Town of Prosper, Texas, and Dunaway Associates, LP., related to the Frontier Park - North Field Improvements project.

Description of Agenda Item:

Over the past year, the Town Council has been working with Dunaway Associates, LP., on the Frontier Park North and Sexton Park Conceptual Master Plans. All feedback received from the Town Council was incorporated into the final Frontier Park North Conceptual Master Plan presented to the Town Council on September 22, 2015.

The proposed design services for the Frontier Park - North Field Improvements project includes the topographic survey, platting, landscape architecture, building architecture, and engineering services necessary for preparation of construction documents. The design scope includes a three-plex youth baseball/softball complex, two-multipurpose fields, athletic field lighting, concrete parking, a covered pavilion, a hike and bike trail, and gravel parking on the PISD property. An alternate item that was not included in the final Frontier Park North Conceptual Master Plan is a needed maintenance area, which would have a three-bay dumpster enclosure, two material pits, and a storage building for park maintenance equipment.

Sports field surfacing will be designed and installed as artificial turf. Dunaway will be responsible for design of subgrade conditions inside the ball field fence lines and multi-purpose fields. The Town will be bringing forward a future agreement with an artificial turf contractor who will be responsible for design and installation of subgrade stabilization, field drainage, and the entire turf surfacing system.

Budget Impact:

The 2015-2016 Capital Improvement Program includes \$9,536,225 for the design and construction of Frontier Park – North Field Improvements project. This contract in the amount of \$496,000 is within the budget amount and leaves \$9,040,225 available for the project. There is currently \$450,000 in Park Improvement Fees allocated to this project. (Account # 62-6610-60-00-1603-PK) Future funding sources for this project may include unissued bonds and park funds. Since \$400,000 in Collin County grants funds were requested but not approved, a change to this funding source will be addressed by a future budget amendment prior to construction.

Legal Obligations and Review:

Terrence Welch of Brown & Hofmeister, L.L.P., has reviewed the standard Professional Services Agreement as to form and legality.

Attached Documents:

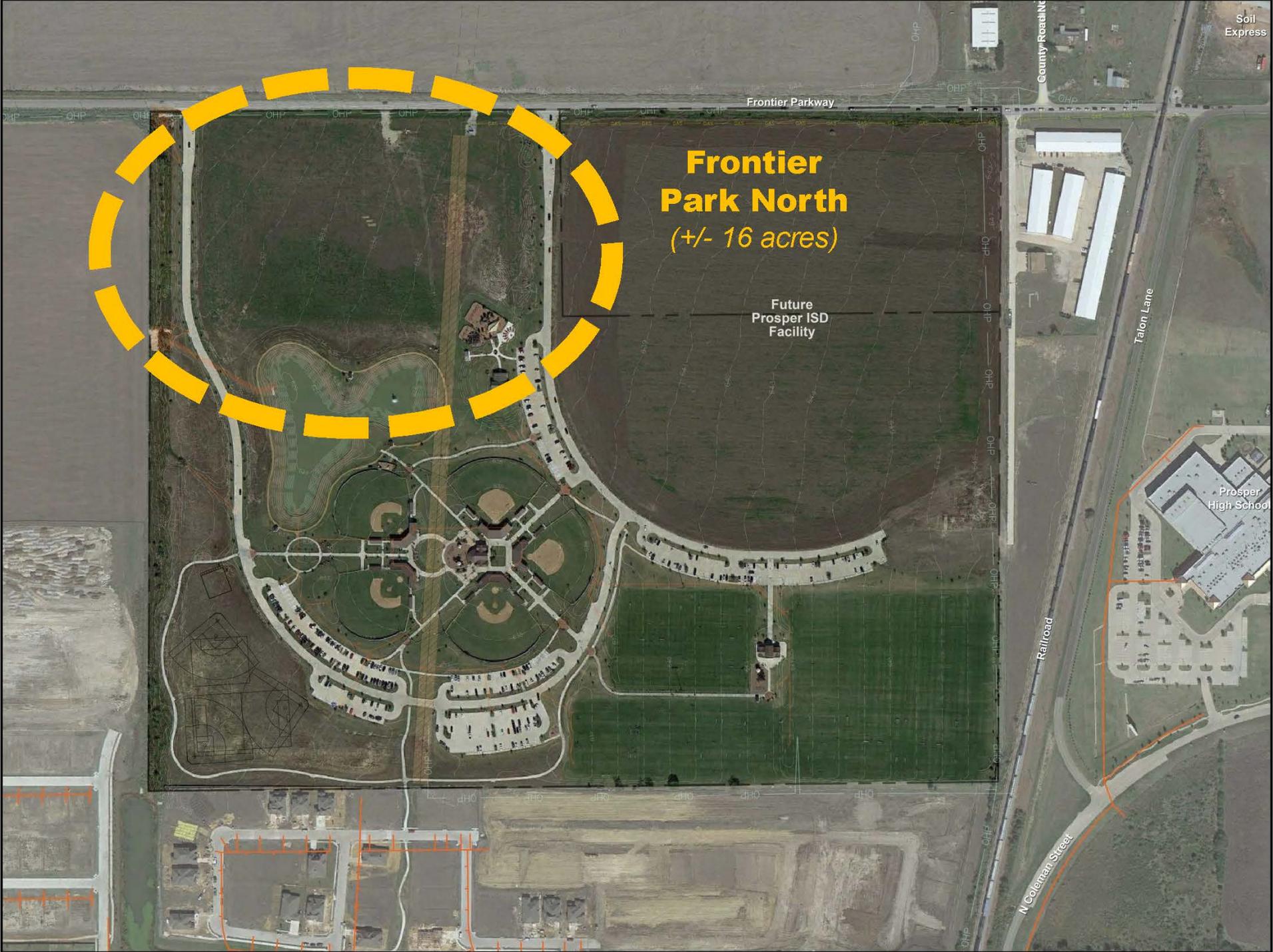
1. Location Map
2. Professional Services Agreement
3. Frontier Park North Conceptual Master Plan

Town Staff Recommendation:

Town staff recommends that the Town Council authorize the Town Manager to execute a Professional Services Agreement between the Town of Prosper, Texas, and Dunaway Associates, LP., related to the Frontier Park - North Field Improvements project.

Proposed Motion:

I move to authorize the Town Manager to execute a Professional Services Agreement between the Town of Prosper, Texas, and Dunaway Associates, LP., related to the Frontier Park - North Field Improvements project.



**Frontier
Park North**
(+/- 16 acres)

Future
Prosper ISD
Facility

Frontier Parkway

County Road 146

Soil
Express

Talon Lane

Prosper
High School

Railroad

N Coleman Street

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND DUNAWAY ASSOCIATES, L.P.
FOR THE FRONTIER PARK NORTH PROJECT (PRJ# 1603-PK)**

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

W I T N E S S E T H:

WHEREAS, Town desires to obtain professional engineering services in connection with the **Frontier Park North Project (Prj#1603-PK)**, hereinafter called "Project";

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

1. **Term of Agreement.** This Agreement shall become effective on the date of its execution by both Parties, and shall continue in effect thereafter until terminated as provided herein.
2. **Services to be Performed by Consultant.** The Parties agree that Consultant shall perform such services as are set forth and described in **Exhibit A - Scope of Services** and incorporated herein as if written word for word. All services provided by Consultant hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of their profession. In case of conflict in the language of Exhibit A and this Agreement, this Agreement shall govern and control. Deviations from the Scope of Services or other provisions of this Agreement may only be made by written agreement signed by all Parties to this Agreement.
3. **Prompt Performance by Consultant.** Consultant shall perform all duties and services and make all decisions called for hereunder promptly and without unreasonable delay as is necessary to cause Consultant's services hereunder to be timely and properly performed. Notwithstanding the foregoing, Consultant agrees to use diligent efforts to perform the services described herein and further defined in any specific task orders, in a manner consistent with these task orders; however, the Town understands and agrees that Consultant is retained to perform a professional service and such services must be bound, first and foremost, by the principles of sound professional judgment and reasonable diligence.
4. **Compensation of Consultant.** Town agrees to pay to Consultant for satisfactory completion of all services included in this Agreement a total fee of **Four Hundred Ninety Six Thousand Dollars (\$496,000.00)** for the Project as set forth and described in **Exhibit B - Compensation Schedule** and incorporated herein as if written word for word. Lump sum fees shall be billed monthly based on the percentage of completion. Hourly not to exceed fees shall be billed monthly based on hours of work that have been completed. Direct Costs for expenses such as mileage, copies, scans, sub-consultants, and similar costs are included in fees and shall be billed as completed.

Consultant agrees to submit statements to Town for professional services no more than once per

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

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

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

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

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

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

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

9. **Indemnification.** **CONSULTANT DOES HEREBY COVENANT AND AGREE TO RELEASE, INDEMNIFY AND HOLD HARMLESS TOWN AND ITS OFFICIALS, OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES AND INVITEES FROM AND AGAINST LIABILITY, CLAIMS, SUITS, DEMANDS AND/OR CAUSES OF ACTION, (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES AND COSTS OF LITIGATION), WHICH MAY ARISE BY REASON OF DEATH OR INJURY TO PROPERTY**

OR PERSONS BUT ONLY TO THE EXTENT OCCASIONED BY THE NEGLIGENT ACT, ERROR OR OMISSION OF CONSULTANT, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, INVITEES OR OTHER PERSONS FOR WHOM CONSULTANT IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS AGREEMENT.

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

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

Dunaway Associates, L.P.	Town of Prosper
Tom Galbreath	Harlan Jefferson
President	Town Manager
550 Bailey Avenue, Suite 400	121 W. Broadway
Fort Worth, TX 76107	PO Box 307
	Prosper, TX 75078

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

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

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

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

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

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

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

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

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

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

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

DUNAWAY ASSOCIATES, L.P.

TOWN OF PROSPER, TEXAS

By: _____
Signature

By: _____
Signature

Tom Galbreath _____
Printed Name

Harlan Jefferson _____
Printed Name

President _____
Title

Town Manager _____
Title

Date

Date

**EXHIBIT A
SCOPE OF SERVICES**

**PROPOSAL FOR PROFESSIONAL SERVICES
FRONTIER PARK – NORTH FIELD IMPROVEMENTS
Prosper, Texas**

October 30, 2015

I. PROJECT DESCRIPTION

Dunaway Associates, L.P. (“Dunaway”) will perform professional design services for the Town of Prosper (“Town”) for improvements at Frontier Park – North Field Improvements (“Park”). This work will be guided by the Frontier Park North Development Master Plan, as previously developed by Dunaway on September 22, 2015. Dunaway will prepare final construction documents for the Park improvements for the purpose of a Construction Manager at Risk (CMAR) publicly bidding the work in accordance with Town standards.

Dunaway’s scope of services includes professional topographic survey, platting, landscape architectural, architectural and engineering services. The program for the Park improvements will be based on the Budget Projections dated September 14, 2015 as reviewed by the Town. This scope of services and fee schedule is based upon an approved program and approximate total construction budget of \$8,600,000 (Note: \$5,700,000 for Dunaway design program, and \$2,900,000 under separate contract for artificial turf fields).

II. SCOPE OF SERVICES

A. Data Collection, Topographic Survey & Platting

1. The Town will provide Dunaway additional existing base data information and electronic files (as needed and not already provided during Master Plan) for on-site conditions including, but not limited to: above and below ground utilities; easements; property lines; sports field layouts; building layouts; roadways and parking; landscaping and irrigation, etc.
2. Dunaway will provide an existing conditions Topographic Survey of the area outlined on **Exhibit ‘F’**. One-foot interval contours will be developed based upon the results of the measurements taken. Existing visible utility facilities will be located and depicted on the face of the survey along with any other visible improvements situated within the defined area. Town benchmarks (or other benchmarks) will be used as the basis of the vertical datum for this survey. The horizontal datum for this survey will be NAD83, Texas Central Zone, 4202 (State Plane Coordinate System).
3. Dunaway will prepare a Final Plat or Re-plat of the recorded Prosper Sports Complex plat in accordance with the Town of Prosper requirements. This plat will be based upon a

Boundary Survey (which will include new fire lanes, drainage easements and utility easements based on the final construction plans) completed by Dunaway and will be signed and sealed by a Registered Professional Land Surveyor licensed in the State of Texas and will be submitted for approval by the Town of Prosper and subsequently to the Collin County Clerk's office for recording. Dunaway will set final lot corner monuments in accordance with the Town of Prosper criteria.

TASK A – Deliverables:

- Topographic Survey in PDF format
- Final Plat or Re-plat in PDF format

B. Base Mapping & Final Program Confirmation

1. Based upon any additional base data information and electronic files as provided by the Town, as well as the existing conditions Topographic Survey, Dunaway will prepare existing conditions base maps.
2. Dunaway team members (including new team members for engineering & architecture) will attend one (1) kick-off meeting with Town representatives from various departments to discuss and confirm points of contact, the Town's technical criteria & requirements, the park development program, the overall project schedule & milestones, and the process for submittals & reviews by the Town.
3. While in Town for item B.2, Dunaway team members will perform one (1) site review with Town representatives to observe the current conditions at the Park, both on-site and off-site, and the areas for proposed development.

TASK B – Deliverables:

- Base Maps of Existing Conditions in PDF format
- Kick-off Meeting Minutes in PDF format

C. Preliminary Design

1. Based upon the approved park development program, Dunaway will prepare Preliminary Design drawings for the proposed Park improvements. The Preliminary Design drawings will consist of a preliminary site plan and separate graphics as necessary to show conceptual configuration of key program elements (i.e.: fields & fencing, walkways & plaza, restroom/concession building, shade structure, pedestrian bridge, trail connections, etc.). The drawings will be based upon the construction budget of \$5,700,000 for the Dunaway design program.

2. In conjunction with the Preliminary Design drawings, Dunaway will prepare a Preliminary Opinion of Probable Construction Cost for the proposed improvements.
3. Dunaway will attend one (1) meeting with Town representatives to review the Preliminary Design Plans and Preliminary Opinion of Probable Construction Cost. This meeting will confirm the overall design and obtain Town approval before proceeding into the Design Development phase of work. If the Town chooses to increase the program and construction budget, Dunaway will review with the Town the required additional fees necessary to cover the increase in scope of work. Dunaway will not proceed into the Design Development phase until the final program and budget allocations have been approved in writing by the Town.

TASK C – Deliverables:

- Preliminary Design Drawings in hard copy and PDF format
- Preliminary Opinion of Probable Cost

D. Design Development

1. Based upon approval of the Preliminary Design Plans from the Town, Dunaway will prepare Design Development drawings for the proposed Park improvements. The Design Development drawings will be prepared at an approximate 50% level of completion of Construction Documents.
2. The Town and the CMAR will provide to Dunaway all front end documents, contracts, insurance requirements, general conditions, etc. for reference by Dunaway in preparing the technical specifications.
3. Dunaway will prepare a preliminary Table of Contents for technical specifications.
4. Dunaway will submit the Design Development drawings and Table of Contents for the technical specifications to the Town and the CMAR for review and approval.
5. Dunaway will attend one (1) meeting with Town representatives and the CMAR to review the Design Development submittal. The Town will provide, in writing to Dunaway, all review comments for the Design Development submittal. Dunaway will obtain these comments and approval from the Town prior to proceeding into the Final Construction Documents.

TASK D – Deliverables:

- 50% Design Development Drawings in hard copy and PDF format
- List of Technical Specifications Sections (Table of Contents) in hard copy and PDF format

E. Final Construction Documents

1. Based upon approval from the Town for the Design Development submittal, Dunaway will prepare Final Construction Documents at an approximate 95% level of completion. The Construction Documents will be comprised of both the drawings and the technical specifications.
2. Based upon the 95% Construction Documents, Dunaway will assist the CMAR in their preparation of a final opinion of probable construction cost for the proposed Park improvements.
3. Dunaway will submit the 95% Construction Documents to the Town and the CMAR for final review and comments. The Town will provide Dunaway final, written comments for all revisions requested for the 95% Construction Documents.
4. Dunaway will attend one (1) meeting with Town representatives and the CMAR to review the 95% Construction Documents submittal and Town review comments. At this meeting, the Town will provide final comments, including those from various Town departments, to be included in the 100% Construction Documents.
5. At the 95% Construction Documents stage, Dunaway will submit required plans to the Town of Prosper DRC for review and comment leading to approval. It is anticipated this submittal will include the Re-plat (see A.3 above) and Site Plan Application with required exhibits. It is Dunaway's understanding the Town of Prosper Park Dept. staff will manage the overall DRC review process and will attend all meetings as required by the DRC. Dunaway understands this process may delay or postpone final documents and plan production and that the Town will work to progressively pursue resolution to any such items preventing plan approval, and Dunaway will respond to require changes in like manner.
6. Dunaway will prepare final 100% Construction Documents for the CMAR to utilize in publicly bidding the project.
7. Dunaway will submit the final Construction Documents to a Town-approved, independent reviewer for the required Texas Department of Licensing and Regulation (TDLR) accessibility review. Any administrative or filing fee costs associated with this review will be the responsibility of the Town and will be payable as a Reimbursable Expense.

TASK E – Deliverables:

- 95% Construction Drawings in hard copy and PDF format
- 95% Technical Specifications in hard copy and PDF format
- Final (100%) Construction Drawings in hard copy, PDF, and Autocad format
- Final (100%) Technical Specifications in hard copy and PDF format

F. Coordination with Artificial Turf Design/Build Consultant

1. Dunaway understands that it is the desire of the Town to use a design/build consultant/contractor to design and install artificial turf (including underdrain system) on the proposed ball fields and multi-purpose fields. This will be a separate contract between the Town and the design/build consultant/contractor and will not be part of Dunaway's scope of services.

During the construction document preparation process, Dunaway will:

- Coordinate plans and specifications developed by the artificial turf consultant
- Provide bid pay items for the artificial turf components
- Attend one (1) meeting for coordination with the artificial turf consultant
- Coordinate with the artificial turf consultant so that the final construction documents direct the park contractor to provide the appropriate site conditions ready for the artificial turf design/build consultant/contractor to perform their work. This coordination will include such items as grading, drainage and subgrade preparation.

G. Bid Phase

1. Dunaway will attend a pre-bid meeting with Town representatives, the CMAR, and the potential bidders.
2. Dunaway will assist the CMAR in preparing addendum(s), if required, during the bid phase.

H. Construction Phase

1. Dunaway will assist the Town and CMAR by attending a maximum of twelve (12) progress meetings during construction to evaluate completion of work by the Contractors. Should the number of requested meetings increase, such time can be provided by Dunaway as an additional service as requested and approved by the Town in writing. The CMAR will be responsible for the day-to-day administration of the construction contract.
2. Dunaway will prepare a written Field Report, as necessary, for key meetings attended during the construction of the project.
3. Dunaway will process and log submittal and shop drawing reviews as submitted by the CMAR during the construction process.
4. Dunaway will assist the Town and CMAR in attending one (1) final project walk-throughs to review the completion of work, as well as one (1) walk-through prior to substantial completion. Dunaway will provide written comments to the CMAR to utilize in preparing a final "punch list" for work to be completed by the contractors.

TASK H – Deliverables:

- Field Report in hard copy and PDF format
- Submittals & Shop Drawing reviews
- Pay Application reviews
- Final “Punch List” in hard copy and PDF format

I. Erosion Control Plan(s)

In conjunction with the completion of the Final Construction Documents, Dunaway will prepare Erosion Control Plan(s) and provide to CMAR for their use in preparing a Stormwater Pollution Prevention Plan (SWPPP) for the proposed site development.

III. ADDITIONAL SERVICES

Additional services, not included in this Scope of Services, will be negotiated with the Town as necessary. Compensation will be based upon either a mutually agreed lump sum fee or on an hourly basis. Additional services must receive written authorization from the Town before being performed.

IV. ASSUMPTIONS

- A. The Town has designated a construction budget for the Dunaway design program of approximately \$5,700,000 for the Park improvements. Should this construction budget increase or decrease, or should the Town request a substantial number of alternate bid items be included in the construction document package, Dunaway and the Town will reevaluate this Scope of Services and determine the basis of compensation in accordance with revisions to the design services.

This Scope of Services is based upon the following program summary as identified in the Frontier Park North Conceptual Master Plan, dated September 22, 2015, as prepared by Dunaway. The Town priorities will be determined during the Preliminary Design phase to confirm budget is within designated the \$5,700,000 Dunaway design program.

- **GENERAL SITE ITEMS**
 - Site Preparation & Mobilization
 - Mass Grading
 - Concrete Parking
 - Parking Lot Lighting
 - Concrete Trail along Frontier Parkway
 - Concrete Trail along West Entry Drive
 - Concrete Trail at Parking Areas
 - Misc. Concrete Trails
 - Special Paving at Drop Off Zones
 - Landscape & Irrigation Allowance

- Site Utilities Allowance
- Wayfinding & Signage Allowance
- Maintenance Building (possible alternate bid item)

- YOUTH FIELD COMPLEX
 - Baseball / Softball Fields
 - Shade Structures at Bleachers
 - Shade Structure in Plaza
 - Field Lighting
 - Restroom/Concession Building
 - Concrete Trails
 - Special Paving at Central Plaza
 - Misc. Concrete Paving (dugouts, etc.)
 - Arrival / Gateway Treatments
 - Landscape & Irrigation Allowance
 - Site Furnishings Allowance

- MULTI-USE FIELD AREA
 - Perimeter Fence w/ Concrete Mow Strip
 - Field Lighting
 - Shade Structures for Seating Areas
 - Practice Area
 - Concrete Trails

- PASSIVE RECREATION AREA
 - Group Pavilion
 - Pedestrian Bridge over existing pond
 - Concrete Trails
 - Special Paving at Trail Intersection
 - Landscape & Irrigation Allowance

- OVERFLOW PRACTICE AREA (Unlighted)
 - Fine Grading
 - Turf Establishment (solid sod)
 - Irrigation

- OVERFLOW PARKING AREA (Unlighted)
 - Gravel Parking

B. The Town has requested all sports field surfacing be designed and installed as artificial turf. Dunaway will be responsible for design of subgrade conditions inside the ball field fence lines

and multi-purpose fields. The artificial turf contractor will be responsible for design and installation of subgrade stabilization, field drainage, and the entire turf surfacing system.

- C. The Town will provide as expeditiously as possible all base information and electronic files which it currently has in its possession and as necessary to complete the Scope of Services as described herein. All information provided by the Town is assumed to be accurate and complete, unless otherwise indicated by the Town. Any information required to complete this Scope of Services that cannot be readily provided by the Town will remain the responsibility of the Town.
- D. This Scope of Services does not include any as-built surveys or easements by separate instrument.
- E. This scope of services does not include Construction Staking Services. If requested, this service can be provided under a separate proposal.
- F. This Scope of Services does not include any services for geotechnical engineering evaluations or soils testing. The Town will contract separately for geotechnical services as required for the project.
- G. This Scope of Services does not include any services associated with preparing an Environmental Assessment (EA) or Environmental Impact Statement (EIS). It is not anticipated that the project will require any environmental services.
- H. This Scope of Services does not include any services associated with preparing a Cultural Resource Survey and/or coordination with the Texas Historical Commission (THC).
- I. This Scope of Services does not include any services for traffic studies or transportation engineering/planning studies.
- J. This Scope of Services does not include public meetings, group or committee presentations, or design/production of any marketing materials to be utilized by the Town for such items as press releases, web postings, brochures, flyers, posters, 3D animations, videos, etc.
- K. This scope of services does not include any services by an interpretive planner or graphics/signage/messaging specialist.
- L. It is anticipated that the CMAR will pay for all required governmental processing fees, public notice advertising costs, and printing of bid documents/plans for bidding and construction.
- M. It is anticipated that the Park design will be prepared as one bid package. If additional bid packages are required by the Town for phasing breakouts, Dunaway and the Town will reevaluate this Scope of Services to address additional fees not covered in this Scope of Services.

N. It is assumed that the CMAR will be responsible for producing all preliminary as-built drawings required for this project. From this information, Dunaway will provide the Town electronic drawings with information & notes provided by the CMAR.

V. COST ESTIMATES

Any Opinion of Probable Construction Cost (OPCC) provided by Dunaway will be on a basis of experience and judgment, but since it has no control over market conditions of bidding procedures, Dunaway cannot warrant that bids or ultimate construction costs will not vary from these OPCC.

**EXHIBIT B
COMPENSATION SCHEDULE**

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND DUNAWAY ASSOCIATES, L.P.
FOR THE FRONTIER PARK NORTH PROJECT (PRJ# 1603-PK)**

I. COMPENSATION SCHEDULE

Task	Completion Schedule	Compensation Schedule
Notice-to-Proceed	Nov. 2015	
Task A – Data Collection, Topo Survey & Platting	Dec. 2015	\$15,200
Task B – Base Mapping & Final Program Conf.	Dec. 2015	\$9,000
Task C – Preliminary Design	Jan./Feb. 2016	\$31,500
Task D – Design Development	March/April 2016	\$157,600
Task E – Final Construction Documents	May/June 2016	\$225,150
Task F – Coord. w Artificial Turf Consultant	March-June 2016	\$13,500
Task G – Bid Phase	July/Aug. 2016	\$4,500
Task H – Construction Phase	Sept. '16-Sept. '17	\$22,550
Task I – Erosion Control Plan(s)	June 2016	\$2,000
Total Compensation		\$481,000

II. COMPENSATION SUMMARY

Basic Services (Lump Sum)	Amount
Task A – Data Collection, Topo Survey & Platting	\$15,200
Task B – Base Mapping & Final Program Conf.	\$9,000
Task C – Preliminary Design	\$31,500
Task D – Design Development	\$157,600
Task E – Final Construction Documents	\$225,150
Task F – Coord. w Artificial Turf Consultant	\$13,500
Task G – Bid Phase	\$4,500
Task H – Construction Phase	\$22,550
Task I – Erosion Control Plan(s)	\$2,000
Total Basic Services:	\$481,000

Special Services (Hourly Not-to-Exceed)	Amount
None	\$0
Total Special Services:	\$0

Direct Expenses	Amount
Reimbursable Expenses (Not-to-exceed)	\$15,000
Total Direct Expenses:	\$15,000

**EXHIBIT C
INSURANCE REQUIREMENTS**

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND DUNAWAY ASSOCIATES, L.P.
FOR THE FRONTIER PARK NORTH PROJECT (PRJ# 1603-PK)**

I. COMMON REQUIREMENTS

Consultant shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, his agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by Consultant. Consultant shall declare any deductible or self-insured retentions in excess of Ten Thousand Dollars (\$10,000) for approval by the Town.

Consultant shall maintain insurance policies with a company that maintains a financial strength rating of “A- VI” or greater by A.M. Best’s Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas. A certificate of insurance meeting all requirements and provisions outlined herein shall be provided to Town prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration.

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

II. GENERAL LIABILITY INSURANCE

Consultant shall maintain a general liability insurance policy in an amount not less than One Million Dollars (\$1,000,000) for each occurrence, and Two Million Dollars (\$2,000,000) in the aggregate for third-party bodily injury, personal injury, and property damage. Policy will include coverage for premises/operations, broad form contractual liability, products and completed operations, personal injury, and broad form property damage.

Town, its officers, officials, employees and volunteers are to be added as “Additional Insured’s” relative to liability arising out of activities performed by or on behalf of Consultant, products and completed operations of Consultant, premises owned, occupied or used by consultant. The coverage shall contain no special limitations on the scope of protection afforded to Town, its officers, officials, employees or volunteers.

Consultant's insurance coverage shall be primary insurance in respects to Town, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by Town, its officers, officials, employees or volunteers shall be in excess of the provider’s insurance and shall not contribute with it.

Any failure to comply with reporting provisions of the policy shall not affect coverage provided to Town, its officers, officials, employees or volunteers.

Consultant's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the insured's limits of liability.

III. AUTOMOBILE LIABILITY

Consultant shall maintain an automobile liability policy in an amount not less than Five Hundred Thousand Dollars (\$500,000) combined single limit. Automobile liability shall apply to all owned, hired, and non-owned autos that will be used under this Agreement.

III. PROFESSIONAL LIABILITY

Consultant shall maintain a professional liability (errors and omissions) insurance policy in an amount not less than One Million Dollars (\$1,000,000) for each claim, and Two Million Dollars (\$2,000,000) in the aggregate. A "claims made" policy is acceptable coverage which must be maintained during the course of the Project, and up to two (2) years after completion and acceptance of the Project by Town.

IV. WORKERS COMPENSATION

Consultant shall maintain all Statutory Workers Compensation Insurance as required by the laws of the State of Texas. The insurer shall agree to waive all rights of subrogation against Town, its officers, officials, employees and volunteers for losses arising from work performed by Consultant for the Project.

V. OTHER INSURANCE REQUIREMENTS

Umbrella coverage or excess liability coverage ___ is / X is not required. If Project size and scope warrant, and if required by this section, Consultant shall maintain an umbrella coverage or excess liability coverage insurance policy in an amount of Two Million Dollars (\$2,000,000).

XCU coverage ___ is / X is not required. If Project scope warrants, and if required by this section, Consultant shall maintain XCU coverage not less than One Million Dollars (\$1,000,000) for each occurrence, and Two Million Dollars (\$2,000,000) in the aggregate.

**EXHIBIT E
CONFLICT OF INTEREST QUESTIONNAIRE**

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND DUNAWAY ASSOCIATES, L.P.
FOR THE FRONTIER PARK NORTH PROJECT (PRJ# 1603-PK)**

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		
<p><small>This questionnaire reflects changes made to the law by H.B. 1451, 80th Leg., Regular Session.</small></p> <p><small>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</small></p> <p><small>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</small></p> <p><small>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</small></p>	OFFICE USE ONLY	
<p>1 Name of person who has a business relationship with local governmental entity.</p> 	<p>Date Received</p> 	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p align="center"><small>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</small></p>		
<p>3 Name of local government officer with whom filer has employment or business relationship.</p> <p align="center">_____</p> <p align="center">Name of Officer</p> <p><small>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</small></p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p> 		
<p>4</p> <p align="center">_____</p> <p align="center">Signature of person doing business with the governmental entity</p> <p align="center">_____</p> <p align="center">Date</p>		

Adopted 06/29/2007



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community



550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
FIRM REGISTRATION 10098100



1 inch = 400 feet

Exhibit F

Cartographer: MKE

Thursday, October 01, 2015

This product is a graphic representation of the data shown herein. It does not represent an on-the-ground survey; it is not a Survey Product and only represents the approximate relative location of property boundaries of natural or man-made features. This product does not conform to a Class A, GIS/US Survey Product as described in Category 10 of the TSPS Manual of Practice and shall not be relied upon for uses which could affect the health, safety or welfare of the general public.

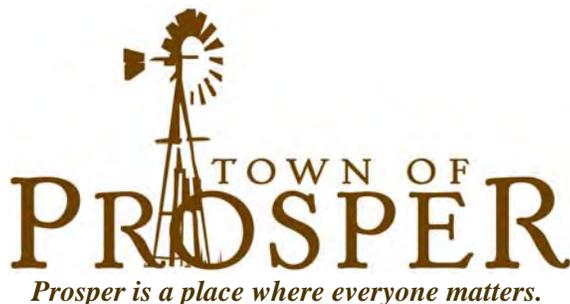




Possible Practice / Open Space Area

Connect to Existing Trail





ENGINEERING

To: Mayor and Town Council

From: Matt Richardson, P. E., Senior Engineer

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – November 10, 2015

Agenda Item:

Consider and act upon awarding Bid No. 2016-04-B to Quality Excavation, Ltd., related to construction services for the Frontier Park – Parking Lot Improvements 2016 project; and authorizing the Town Manager to execute a construction agreement for same.

Description of Agenda Item:

On October 22, 2015, at 2:00 PM, six bids were opened for the Frontier Park – Parking Lot Improvements 2016 project. The verified base bid totals from the bidders ranged between \$403,140 and \$569,556 with Quality Excavation, Ltd., being the lowest bidder. Quality has previously worked for the Town on the 30-Inch Upper Pressure Plane Water Line project.

This contract will expand two parking areas at Frontier Park for a net increase of 128 parking spaces. The first area is located west of the baseball fields and adjacent to the southwest corner practice fields and batting cages and will add 73 new parking spaces. The second area is located south of the baseball fields and west of the soccer fields and will add 55 new parking spaces. Both areas are expansions of existing parking lots into vacant parkland. Modification to handicap parking spaces near the Windmill Playground are also included within the project scope.

The contract specifies a substantial completion time of 60 calendar days, or two months. Staff anticipates issuing a notice to proceed on this contract effective early January, which would result in a substantial completion date in early March. Work may begin at an earlier date once soccer season has concluded and based on availability of contractor crews. This work is intended to occur during an off period in the soccer season with the new parking being available for use when the soccer season resumes in March. However, excessive winter rains could impact the contractor's ability to meet this schedule.

Budget Impact:

The 2015-2016 Capital Improvement Program includes \$450,000 in funding for the Frontier Park – Parking Lot Improvements 2016 project. This contract in the amount of \$403,140 is the only planned expenditure for the project and is within the budgeted amount. The funding source is the Park Improvement Fund (Account No. 62-6610-60-00-1604-PK).

Legal Obligations and Review:

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

Attached Documents:

1. Location Map
2. Bid Tabulation Summary
3. Construction Agreement

Town Staff Recommendation:

Town staff recommends that the Town Council award Bid No. 2016-04-B to Quality Excavation, Ltd., related to construction services for the Frontier Park – Parking Lot Improvements 2016 project; and authorize the Town Manager to execute a construction agreement for same.

Proposed Motion:

I move to award Bid No. 2016-04-B to Quality Excavation, Ltd., related to construction services for the Frontier Park – Parking Lot Improvements 2016 project; and authorize the Town Manager to execute a construction agreement for same.



Town of Prosper Bid Tabulation

Bid No:	2016-04-B Frontier Park - Parking Lot Improvements 2016	
Bid Opening:	10/22/15 at 2:00 PM	
		Base Bid
Quality Excavation, Ltd.	\$	403,140.00
Vessels Construction	\$	407,210.89
HQS Construction, LLC	\$	438,165.00
North Rock Construction, LLC	\$	439,489.34
Pavecon Public Works, LP	\$	489,284.31
Tiseo Paving Company	\$	569,556.25
<p>**All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received will be available for inspection at that time.</p>		
Certified By:	January M. Cook, CPPO, CPPB Purchasing Agent Town of Prosper, Texas	Date: 10/22/2015

CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR
**FRONTIER PARK
PARKING LOT IMPROVMENTS 2016**
BID NO. 2016-04-B



TOWN OF PROSPER
COLLIN COUNTY, TEXAS

TOWN OFFICIALS

Ray Smith, Mayor
Meigs Miller, Mayor Pro-Tem
Curry Vogelsang, Jr., Deputy Mayor Pro-Tem
Michael Korbuly, Place 1
Kenneth Dugger, Place 2
Mike Davis, Place 5
Jason Dixon, Place 6

Harlan Jefferson, Town Manager

ENGINEER

Town of Prosper Engineering Department
407 E. First Street
Prosper TX 75078
Phone: (972) 346-3502



10/6/2015

A handwritten signature in black ink, appearing to read "Dan Heischman", written over the date.

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LEGAL NOTICE

The Town of Prosper is accepting sealed bids for **Frontier Park – Parking Lot Improvements 2016, Bid No. 2016-04-B**. Bids will be accepted until **2:00 p.m. on Thursday, October 22, 2015** at the Town Hall Annex, 151 S. Main St., Prosper, Texas 75078. Any bids received after this time will not be accepted, and will be returned unopened. Bids will be publicly opened and read aloud at the Town Hall Annex, 151 S. Main St., Prosper, Texas 75078 immediately following this time.

The Project consists of furnishing all labor, equipment and materials (except as otherwise specified), and performing all work necessary for the construction of parking lot expansions and modifications at Frontier Park.

Each bid submitted shall be accompanied by a cashier's check in the amount of five percent (5%) of the maximum amount bid, payable without recourse to the Town of Prosper, or a Bid Bond in the same amount from a reliable surety company as a guarantee that, if awarded the contract, the Bidder will execute a Construction Agreement with the Town, including all required bonds and other documents.

The successful bidder shall furnish performance and payment bonds in the amount of 100% of the contract amount as well as evidence of all required insurance coverage within ten (10) calendar days of notice of award. The successful bidder shall also furnish a Maintenance Bond in the amount of 10% of the contract sum covering defects of material and workmanship for two calendar years following the Town's approval and acceptance of the construction. An approved surety company, licensed in the State of Texas, shall issue all bonds in accordance with Texas law.

Copies of Plans, Specifications, and Contract Documents may be examined at **Town of Prosper Engineering Department, 407 E. First Street, Prosper TX 75078, (972) 346-3502** without charge. These documents may be acquired from that office for the non-refundable purchase price of \$20 per set, payable to Town of Prosper. Copies of Plans, Specifications, and Contract Documents may also be downloaded free of charge from Current Bidding Opportunities, at the following link: <http://www.prospertx.gov/business/bid-opportunities/>.

Questions and requests for clarifications in regards to this bid should be emailed directly to January Cook, CPPO, CPPB, Purchasing Agent, at january_cook@prospertx.gov. Friday, October 16, 2015, at 12:00 p.m. will be the deadline for receipt of questions and requests for clarifications. After that day and time, no further questions or requests for clarifications will be accepted or answered by the Engineer or Town.

INSTRUCTIONS TO BIDDERS

1. **Submittal Deadline:** Bids will be accepted until 2:00 PM on Thursday, October 22, 2015.
2. **Submittal Location:** Bids will be accepted at the Town Hall Annex, 151 S. Main St., Prosper, Texas 75078.
3. **Submittal Requirements:** Each Bidder shall submit two (2) copies of their bid, along with their bid security and Out of State Contractor Compliance (if necessary), in a sealed envelope clearly marked with their name and **Bid No. 2016-04-B, Frontier Park – Parking Lot Improvements 2016.**
4. **Bid Opening:** Bids will be publicly opened and read aloud at the Town Hall Annex, 151 S. Main St., Prosper, Texas 75078 immediately following the bid deadline.
5. **Bidding Documents:** Copies of Plans, Specifications, and Contract Documents may be examined without charge or obtained for the non-refundable purchase price of \$20 per set at the following location:

Town of Prosper Engineering Department
Attn: Dan Heischman, P.E.
407 E. First Street
Prosper TX 75078
Phone: (972) 569-1096
dan_heischman@prospertx.gov

or

Download free of charge from Current Bidding Opportunities, at the following link:
<http://www.prospertx.gov/business/bid-opportunities/>

6. **Requests for Clarification:** All formal inquiries and requests for clarification should be made to the Town of Prosper Purchasing Agent no later than 12:00 pm on Friday, October 16, 2015:

Town of Prosper Purchasing Department
Attn: January Cook, CPPO, CPPB, Purchasing Agent
Town Hall Annex
151 S. Main St.
Prosper, Texas 75078
Phone: 972.569.1018
january_cook@prospertx.gov

7. **Addenda:** If it becomes necessary to provide additional information to potential Bidders, the Town of Prosper will issue an addendum containing the necessary information. It is the intent of the Town that any addenda will be issued no later than Tuesday, October 20, 2015.
8. **Pre-Bid Meeting:** A pre-bid meeting **will not** be held for this project.

BID PROPOSAL FORM

**Frontier Park – Parking Lot Improvements 2016
Bid No. 2016-04-B**

BIDDER: _____

ADDRESS: _____

PHONE: _____

PRIMARY CONTACT: _____

PLEASE SUBMIT THREE (3) COPIES OF YOUR BID. ANY BID RECEIVED WITHOUT THE THREE (3) COPIES WILL BE CONSIDERED NONRESPONSIVE.

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those terms and conditions dealing with the disposition of Bid guaranty. This Bid will remain subject to acceptance for 90 calendar days after the day of opening Bids. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Contract Documents within ten (10) calendar days after the date of Owner's Notice of Award.
3. The right is reserved, as the interest of the Owner may require, to reject any and all Bids and to waive any informality in the Bids received.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
5. Bidder has examined copies of all the Contract Documents and of the following Addenda (receipt of which is hereby acknowledged):

Number	Dated	Received
No. 1	_____	_____
No. 2	_____	_____
No. 3	_____	_____
No. 4	_____	_____

6. Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

7. Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies that pertain to the subsurface or physical conditions at the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as Bidder considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes.
8. Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by the Bidder in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
9. Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
10. Bidder has given Engineer written notice of all conflicts, errors or discrepancies that it has discovered, if any, in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder.
11. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from submitting a Bid; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
12. Bidder will complete the Work for the price(s) shown in the following schedule of bid items and within **60** calendar days.

NOTE: Bidder may substitute a computer printout for this bid schedule provided the computer printout contains identical item numbers, quantities, and descriptions to those provided in this bid schedule. In case of ambiguity or lack of clearness in stating prices in this Bid, the Owner reserves the right to accept the most advantageous construction thereof to the Owner or to reject the bid.

Base Bid					
Item No.	Description	Quantity	Unit	Unit Cost	Total Amount
100	Mobilization	1	LS		
101	Sawcut	170	LF		
102	Tree Removal	1	LS		
103	Remove Existing Concrete	490	SY		
104	Concrete Pavement	5,025	SY		
105	Compacted Subgrade	5,200	SY		
106	Concrete Sidewalk	190	SY		
107	Sidewalk Modifications	1	LS		
108	Curb Replacement	76	LF		
109	Handicap Ramps	3	EA		
110	Relocate Signs	3	EA		
111	Striping	2,070	LF		
112	Handicap Pymt Markings (inlcudes symbols & aisle bars)	1	LS		
113	Curb Stops	4	EA		
114	H.C. Signs	8	EA		
115	Van Accessible Plaques	3	EA		
116	Irrigation Modifications	1	LS		
117	Parking Area Lighting	1	LS		
118	Utility Modifications	1	LS		
119	12" HDPE	195	LF		
120	24"X24" Grate Inlet (Area Drain)	1	EA		
121	Silt Fence	1,000	LF		
122	Block Sod, incl. Topsoil	1,000	SY		
123	3" Caliper Trees	17	EA		
124	Traffic Control	1	LS		
Base Bid Subtotal:					

13. Bidder hereby agrees to commence work within ten (10) days after the date written notice to proceed shall have been given to him, and to substantially complete the work on which he has bid within **60** calendar days as part of this Proposal. Within 30 additional calendar days after Substantial Completion, all outstanding issues shall be addressed and ready for final payment. All such time restrictions are subject to such extensions of time as are provided by the General Provisions and Special Conditions.
14. Bidder agrees that the implementation of the Owner's right to delete any portion of the improvements shall not be considered as waiving or invalidating any conditions or provisions of the contract or bonds. Bidder shall perform the Work as altered and no allowances shall be made for anticipated profits.
15. Since the Work on this Project is being performed for a governmental body and function, the Owner will issue to the Contractor a certificate of exemption for payment for the State Sales TAX on materials incorporated into this Project if requested.
16. Each bidder shall include the following information in this Bid:

	<u>Cost of Materials</u>	<u>Cost of Labor, Profit, etc.</u>	<u>Total Amount Of Bid</u>
Base Bid	\$ _____	\$ _____	\$ _____

17. Each Bidder shall include a list of proposed subcontractors, the type of work to be completed by each such subcontractor and the approximate percentage of contract labor to be completed by each subcontractor. If additional space is necessary to provide a complete listing, please attach such additional pages as may be required. Owner reserves the right to accept or reject any subcontracts and/or amount subcontracted that it deems to be objectionable.

	<u>Subcontractor's Name</u>	<u>Type of Work</u>	<u>% of Work</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____

Total % of Work Subcontracted: _____

18. Each Bidder shall include a list of proposed suppliers of major materials and equipment to be furnished and installed in connection with this Bid. If additional space is necessary to provide a complete listing, please attach such additional pages as may be required.

<u>Supplier's Name</u>	<u>Type of Material / Equipment</u>
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____

19. In the event of the award of a contract to the undersigned, the undersigned will furnish Performance and Payment Bonds for the full amount of the contract, to secure proper compliance with the terms and provisions of the contract with sureties offered by _____ to insure and guarantee the work until final completion and acceptance, and to guarantee payment of all lawful claims for labor performed and materials furnished in the fulfillment of the contract. In addition, the undersigned will furnish a Maintenance Bond in the amount of 10% of the contract sum covering defects of material and workmanship for two calendar years following the Owner's approval and acceptance of the construction.

20. The work, proposed to be done, shall be accepted when fully completed in accordance with the plans and specifications, to the satisfaction of the Engineer and the Owner.

21. The undersigned certifies that the bid prices contained in this Bid have been carefully checked and are submitted as correct and final.

This is a Bid of _____, a corporation organized and existing under the laws of the State of _____, or a limited partnership organized and existing under the laws of the State of _____, or a partnership, consisting of _____ or an Individual doing business as _____.

Seal and Authorization
(If a Corporation)

(Signed)

(Title)

(Street Address)

(City and State)

(Telephone Number)

(Date)

BID BOND

STATE OF TEXAS)
)
 COUNTY OF COLLIN)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____, whose address is _____, hereinafter called Principal, and _____, a corporation organized and existing under the laws of the State of _____, and fully licensed to transact business in the State of Texas, as Surety, are held and firmly bound unto the Town of Prosper, a home-rule municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as "Owner," in the penal sum of \$_____ as the proper measure of liquidated damages arising out of or connected with the submission of a Bid Proposal for the construction of a public work project, in lawful money of the United States, to be paid in Collin County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents. The condition of the above obligation is such that whereas the Principal has submitted to Owner a certain Bid Proposal, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the construction of:

**FRONTIER PARK – PARKING LOT IMPROVEMENTS 2016
 BID NO. 2016-04-B**

NOW, THEREFORE, if the Principal's Proposal shall be rejected or, in the alternative, if the Principal's Proposal shall be accepted and the Principal shall execute and deliver a contract in the form of the Contract attached hereto (properly completed in accordance with said Proposal) and shall furnish performance, payment and maintenance bonds required by the Contract Documents for the Project and provide proof of all required insurance coverages for the Project and shall in all other respects perform the agreement created by the acceptance of said Proposal, then this obligation shall be void, otherwise the same shall remain in force and affect; it being expressly understood and agreed that the liability of the Surety for any breach of condition hereunder shall be in the face amount of this bond and forfeited as a proper measure of liquidated damages.

PROVIDED FURTHER, that if any legal action were filed on this Bond, exclusive Venue shall lie in Collin County, Texas.

AND PROVIDED FURTHER, the Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the Owner may accept such Proposal; and said Surety does hereby waive notice of any such extension.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Collin County or Dallas County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by Article 7.19-1 of the Insurance Code, Vernon's Annotated Civil Statutes of the State of Texas.

IN WITNESS WHEREOF, this instrument is executed in _____ copies, each one of which shall be deemed an original, this, the _____ day of _____, 20____.

ATTEST:

PRINCIPAL:

By: _____
Signature

By: _____
Signature

Typed/Printed Name

Typed/Printed Name

Title

Title

Address

Address

City State Zip

City State Zip

Phone Fax

Phone Fax

ATTEST:

SURETY:

By: _____
Signature

By: _____
Signature

Printed Name

Printed Name

Title

Title

Address

Address

City State Zip

City State Zip

Phone Fax

Phone Fax

The Resident Agent of the Surety in Collin County or Dallas County, Texas, for delivery of notice and service of the process is:

NAME: _____
STREET ADDRESS: _____
CITY, STATE, ZIP: _____

NOTE: If Resident Agent is not a corporation, give a person's name.

OUT-OF-STATE CONTRACTOR COMPLIANCE TO STATE LAW

Texas Government Code §2252.002 provides that, in order to be awarded a contract as low bidder, a non-resident bidder (out-of-state contractor whose corporate office or principal place of business is outside the State of Texas) bid projects in Texas at an amount lower than the lowest Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder in order to obtain a comparable contract in the state in which the non-resident's principal place of business is located. The appropriate blanks in the following statement must be filled out by all out-of-state or non-resident bidders in order for those bids to meet specifications. (This information may be obtained from the Texas Register.) The failure of out-of-state or non-resident contractors to do so will automatically disqualify that bidder.

Non-resident contractor in _____ (give state), our principal place of business, is required to be _____ percent lower than resident bidders by State Law. The exact language of the statute is set out below.

Non-resident contractor in _____ (give state), our principal place of business, is not required to underbid resident bidders.

BIDDER

Company

By _____
(Please Print)

Address

Signature

City State Zip

Title (Please Print)

“Tex. Gov’t Code Sec. 2252.002. AWARD OF CONTRACT TO NONRESIDENT BIDDER. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.”

CONSTRUCTION AGREEMENT

THE STATE OF TEXAS)
)
 COUNTY OF COLLIN) KNOW ALL MEN BY THESE PRESENTS:

This Construction Agreement (the "Agreement") is made by and between _____, a _____, (the "Contractor") and the Town of Prosper, Texas, a municipal corporation (the "Owner"). For and in consideration of the payment, agreements and conditions hereinafter mentioned, and under the conditions expressed in the bonds herein, Contractor hereby agrees to complete the construction of improvements described as follows:

FRONTIER PARK – PARKING LOT IMPROVEMENTS 2016 BID NO. 2016-04-B

in the Town of Prosper, Texas, and all extra work in connection therewith, under the terms as stated in the terms of this Contract, including all Contract Documents incorporated herein; and at his, her or their own proper cost and expense to furnish all superintendence, labor, insurance, equipment, tools and other accessories and services necessary to complete the said construction in accordance with all the Contract Documents, incorporated herein as if written word for word, and in accordance with the Plans, which include all maps, plats, blueprints, and other drawings and printed or written explanatory manner therefore, and the Specifications as prepared by Town of Prosper or its consultant hereinafter called Engineer, who has been identified by the endorsement of the Contractor's written proposal, the General Conditions of this Contract, the Special Conditions of this Contract, the payment, performance, and maintenance bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire Contract.

A. Contract Documents and Order of Precedence

The Contract Documents shall consist of the following documents:

1. this Construction Agreement;
2. properly authorized change orders;
3. the Special Conditions of this Contract;
4. the General Conditions of this Contract;
5. the Technical Specifications & Construction Drawings of this Contract;
6. the OWNER's Standard Construction Details;
7. the OWNER's Standard Construction Specifications;
8. the OWNER's written notice to proceed to the CONTRACTOR;

9. the Contractor's Bid Proposal;
10. any listed and numbered addenda;
11. the Performance, Payment, and Maintenance Bonds; and,
12. any other bid materials distributed by the Owner that relate to the Project.

These Contract Documents are incorporated by reference into this Construction Agreement as if set out here in their entirety. The Contract Documents are intended to be complementary; what is called for by one document shall be as binding as if called for by all Contract Documents. It is specifically provided, however, that in the event of any inconsistency in the Contract Documents, the inconsistency shall be resolved by giving precedence to the Contract Documents in the order in which they are listed herein above. If, however, there exists a conflict or inconsistency between the Technical Specifications and the Construction Drawings it shall be the Contractor's obligation to seek clarification as to which requirements or provisions control before undertaking any work on that component of the project. Should the Contractor fail or refuse to seek a clarification of such conflicting or inconsistent requirements or provisions prior to any work on that component of the project, the Contractor shall be solely responsible for the costs and expenses - including additional time - necessary to cure, repair and/or correct that component of the project.

B. Total of Payments Due Contractor

For performance of the Work in accordance with the Contract Documents, the Owner shall pay the Contractor in current funds an amount not to exceed _____ Dollars and _____ cents (\$ _____). This amount is subject to adjustment by change order in accordance with the Contract Documents.

C. Dates to Start and Complete Work

Contractor shall begin work within ten (10) calendar days after receiving a written Notice to Proceed or written Work Order from the Owner. All Work required under the Contract Documents shall be substantially completed within **60** calendar days after the date of the Notice to Proceed for the base bid. Within 30 additional calendar days after Substantial Completion, all outstanding issues shall be addressed and ready for final payment.

Under this Construction Agreement, all references to "day" are to be considered "calendar days" unless noted otherwise.

D. CONTRACTOR'S INDEMNITY TO THE OWNER AND OTHERS

CONTRACTOR DOES HEREBY AGREE TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE TOWN OF PROSPER (OWNER) TOGETHER WITH ITS MAYOR AND TOWN COUNCIL AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM AND AGAINST ANY AND ALL CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LIABILITY, LOSSES, PENALTIES, SUITS OR CAUSES OF ACTION OF EVERY KIND INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, COURT COSTS AND ATTORNEY FEES WHICH MAY ARISE BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF,

DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY OCCASIONED BY ERROR, OMISSION, OR NEGLIGENT ACT OF CONTRACTOR, ITS SUBCONTRACTORS, ANY OFFICERS, AGENTS OR EMPLOYEES OF CONTRACTOR OR ANY SUBCONTRACTORS, INVITEES, AND ANY OTHER THIRD PARTIES OR PERSONS FOR WHOM OR WHICH CONTRACTOR IS LEGALLY RESPONSIBLE, IN ANY WAY ARISING OUT OF, RELATING TO, RESULTING FROM, OR IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT, AND CONTRACTOR WILL AT HIS OR HER OWN COST AND EXPENSE DEFEND AND PROTECT TOWN OF PROSPER (OWNER) FROM ANY AND ALL SUCH CLAIMS AND DEMANDS.

CONTRACTOR DOES HEREBY AGREE TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS TOWN OF PROSPER (OWNER) TOGETHER WITH ITS MAYOR AND TOWN COUNCIL AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LIABILITY, LOSSES, PENALTIES, SUITS OR CAUSES OF ACTION OF EVERY KIND INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, COURT COSTS AND ATTORNEYS FEES FOR INJURY OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGES TO, OR LOSS OF USE OF ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT. SUCH INDEMNITY SHALL APPLY WHETHER THE CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LIABILITY, LOSSES, PENALTIES, SUITS OR CAUSES OF ACTION ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE TOWN OF PROSPER (OWNER), ITS MAYOR AND TOWN COUNCIL, OFFICERS, OFFICIALS, AGENTS OR EMPLOYEES. IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT TOWN OF PROSPER (OWNER) FROM THE CONSEQUENCES OF TOWN OF PROSPER'S (OWNER'S) OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS A SOLE OR CONCURRING CAUSE OF THE INJURY, DEATH OR DAMAGE.

IN ANY AND ALL CLAIMS AGAINST ANY PARTY INDEMNIFIED HEREUNDER BY ANY EMPLOYEE OF THE CONTRACTOR, ANY SUB-CONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION HEREIN PROVIDED SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR OR ANY SUB-CONTRACTOR UNDER WORKMEN'S COMPENSATION OR OTHER EMPLOYEE BENEFIT ACTS.

INDEMNIFIED ITEMS SHALL INCLUDE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING ATTORNEYS' FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY.

In its sole discretion, the Owner shall have the right to approve counsel to be retained by Contractor in fulfilling its obligation to defend and indemnify the Owner. Contractor shall retain approved counsel for the Owner within seven (7) business days after receiving written notice from the Owner that it is invoking its right to indemnification under this Construction Agreement. If Contractor does not retain counsel for the Owner within the required time, then the Owner shall have the right to retain counsel and the Contractor shall pay these attorneys' fees and expenses.

The Owner retains the right to provide and pay for any or all costs of defending indemnified items, but it shall not be required to do so. To the extent that Owner elects to provide and pay for any such costs, Contractor shall indemnify and reimburse Owner for such costs.

(Please note that this "broad-form" indemnification clause is not prohibited by Chapter 151 of the Texas Insurance Code as it falls within one of the exclusions contained in Section 151.105 of the Texas Insurance Code.)

E. Insurance Requirements

1. Before commencing work, the Contractor shall, at its own expense, procure, pay for and maintain the following insurance coverage written by companies approved by the State of Texas and acceptable to the Town of Prosper. The Contractor shall furnish to the Town of Prosper Purchasing Agent certificates of insurance executed by the insurer or its authorized agent stating the type of coverages, limits of each such coverage, expiration dates and compliance with all applicable required provisions. Certificates shall reference the project/contract number and be addressed as follows:

Frontier Park – Parking Lot Improvements 2016
 Bid No. 2016-04-B
 Town of Prosper
 Attn: Purchasing Agent
 121 W. Broadway
 Prosper, Texas 75078

- (a) Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability, with minimum combined single limits of \$1,000,000 per-occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$2,000,000 general aggregate. If high risk or dangerous activities are included in the Work, explosion, collapse and underground (XCU) coverage is also required. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.
- (b) Workers' Compensation insurance with statutory limits; and Employers' Liability coverage with minimum limits for bodily injury: a) by accident, \$100,000 each accident, b) by disease, \$100,000 per employee with a per policy aggregate of \$500,000.
- (c) Umbrella or Excess Liability insurance with minimum limits of \$2,000,000 each occurrence and annual aggregate for bodily injury and property damage, that follows form and applies in excess of the above indicated primary coverage in subparagraphs a and b. The total limits required may be satisfied by any combination of primary, excess or umbrella liability insurance provided all policies comply with all requirements. The Contractor may maintain reasonable deductibles, subject to approval by the Owner.

2. With reference to the foregoing required insurance, the Contractor shall endorse applicable insurance policies as follows:
 - (a) A waiver of subrogation in favor of Town of Prosper, its officials, employees, and officers shall be contained in the Workers' Compensation insurance policy.
 - (b) The Town of Prosper, its officials, employees and officers shall be named as additional insureds on the Commercial General Liability policy, by using endorsement CG2026 or broader. (Please note that this "additional insured" coverage requirement is not prohibited by Chapter 151 of the Texas Insurance Code as it falls within one of the exclusions contained in Section 151.105 of the Texas Insurance Code.)
 - (c) All insurance policies shall be endorsed to the effect that Town of Prosper will receive at least thirty (30) days notice prior to cancellation, non-renewal, termination, or material change of the policies.
3. All insurance shall be purchased from an insurance company that meets a financial rating of "A" or better as assigned by the A.M. BEST Company or equivalent.
4. With respect to Workers' Compensation insurance, the Contractor agrees to comply with all applicable provisions of 28 Tex. Admin Code § 110.110, "Reporting Requirements for Building or Construction Projects for Governmental Entities," as such provision may be amended, and as set forth in Paragraph F following.

F. Workers' Compensation Insurance Coverage

1. Definitions:

Certificate of coverage ("certificate")- A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling,

or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

2. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.
3. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
4. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
5. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - (a) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (b) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
6. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
7. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
8. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
9. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:
 - (a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the

statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

- (b) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - (c) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (d) obtain from each other person with whom it contracts, and provide to the Contractor:
 - (1) a certificate of coverage, prior to the other person beginning work on the project; and
 - (2) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (e) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - (f) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - (g) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
10. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
11. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the

contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

G. Performance, Payment and Maintenance Bonds

The Contractor shall procure and pay for performance and payment bonds applicable to the work in the amount of the total bid price. The Contractor shall also procure and pay for a maintenance bond applicable to the work in the amount of ten percent (10%) of the total bid price. The period of the Maintenance Bond shall be two years from the date of acceptance of all work done under the contract, to cover the guarantee as set forth in this Construction Agreement. The performance, payment and maintenance bonds shall be issued in the form attached to this Construction Agreement as Exhibits B, C and D. Other performance, payment and maintenance bond forms shall not be accepted. Among other things, these bonds shall apply to any work performed during the two-year warranty period after acceptance as described in this Construction Agreement.

The performance, payment and maintenance bonds shall be issued by a corporate surety, acceptable to and approved by the Town, authorized to do business in the State of Texas, pursuant to Chapter 2253 of the Texas Government Code. Further, the Contractor shall supply capital and surplus information concerning the surety and reinsurance information concerning the performance, payment and maintenance bonds upon Town request. In addition to the foregoing requirements, if the amount of the bond exceeds One Hundred Thousand Dollars (\$100,000) the bond must be issued by a surety that is qualified as a surety on obligations permitted or required under federal law as indicated by publication of the surety's name in the current U.S. Treasury Department Circular 570. In the alternative, an otherwise acceptable surety company (not qualified on federal obligations) that is authorized and admitted to write surety bonds in Texas must obtain reinsurance on any amounts in excess of One Hundred Thousand Dollars (\$100,000) from a reinsurer that is authorized and admitted as a reinsurer in Texas who also qualifies as a surety or reinsurer on federal obligations as indicated by publication of the surety's or reinsurer's name in the current U.S. Treasury Department Circular 570.

H. Progress Payments and Retainage

As it completes portions of the Work, the Contractor may request progress payments from the Owner. Progress payments shall be made by the Owner based on the Owner's estimate of the value of the Work properly completed by the Contractor since the time the last progress payment was made. The "estimate of the value of the work properly completed" shall include the net invoice value of acceptable, non-perishable materials actually delivered to and currently at the job site only if the Contractor provides to the Owner satisfactory evidence that material suppliers have been paid for these materials.

No progress payment shall be due to the Contractor until the Contractor furnishes to the Owner:

1. copies of documents reasonably necessary to aid the Owner in preparing an estimate of the value of Work properly completed;
2. full or partial releases of liens, including releases from subcontractors providing materials or delivery services relating to the Work, in a form acceptable to the

Owner releasing all liens or claims relating to goods and services provided up to the date of the most recent previous progress payment;

3. an updated and current schedule clearly detailing the project's critical path elements; and
4. any other documents required under the Contract Documents.

Progress payments shall not be made more frequently than once every thirty (30) calendar days unless the Owner determines that more frequent payments are appropriate. Further, progress payments are to be based on estimates and these estimates are subject to correction through the adjustment of subsequent progress payments and the final payment to Contractor. If the Owner determines after final payment that it has overpaid the Contractor, then Contractor agrees to pay to the Owner the overpayment amount specified by the Owner within thirty (30) calendar days after it receives written demand from the Owner.

The fact that the Owner makes a progress payment shall not be deemed to be an admission by the Owner concerning the quantity, quality or sufficiency of the Contractor's work. Progress payments shall not be deemed to be acceptance of the Work nor shall a progress payment release the Contractor from any of its responsibilities under the Contract Documents.

After determining the amount of a progress payment to be made to the Contractor, the Owner shall withhold a percentage of the progress payment as retainage. The amount of retainage withheld from each progress payment shall be set at five percent (5%). Retainage shall be withheld and may be paid to:

- a. ensure proper completion of the Work. The Owner may use retained funds to pay replacement or substitute contractors to complete unfinished or defective work;
- b. ensure timely completion of the Work. The Owner may use retained funds to pay liquidated damages; and
- c. provide an additional source of funds to pay claims for which the Owner is entitled to indemnification from Contractor under the Contract Documents.

Retained funds shall be held by the Owner in accounts that shall not bear interest. Retainage not otherwise withheld in accordance with the Contract Documents shall be returned to the Contractor as part of the final payment.

I. Withholding Payments to Contractor

The Owner may withhold payment of some or all of any progress or final payment that would otherwise be due if the Owner determines, in its discretion, that the Work has not been performed in accordance with the Contract Documents. The Owner may use these funds to pay replacement or substitute contractors to complete unfinished or defective Work.

The Owner may withhold payment of some or all of any progress or final payment that would otherwise be due if the Owner determines, in its discretion, that it is necessary and proper to provide an additional source of funds to pay claims for which the Owner is entitled to indemnification from Contractor under the Contract Documents.

Amounts withheld under this section shall be in addition to any retainage.

J. Acceptance of the Work

When the Work is completed, the Contractor shall request that the Owner perform a final inspection. The Owner shall inspect the Work. If the Owner determines that the Work has been completed in accordance with the Contract Documents, it shall issue a written notice of acceptance of the Work. If the Owner determines that the Work has not been completed in accordance with the Contract Documents, then it shall provide the Contractor with a verbal or written list of items to be completed before another final inspection shall be scheduled.

It is specifically provided that Work shall be deemed accepted on the date specified in the Owner's written notice of acceptance of the Work. The Work shall not be deemed to be accepted based on "substantial completion" of the Work, use or occupancy of the Work, or for any reason other than the Owner's written Notice of Acceptance. Further, the issuance of a certificate of occupancy for all or any part of the Work shall not constitute a Notice of Acceptance for that Work.

In its discretion, the Owner may issue a Notice of Acceptance covering only a portion of the Work. In this event, the notice shall state specifically what portion of the Work is accepted.

K. Acceptance of Erosion Control Measures

When the erosion control measures have been completed, the Contractor shall request that the Owner perform a final inspection. The Owner shall inspect the Work. If the Owner determines that the Work has been completed in accordance with the Contract Documents and per TPDES General Construction Permit, it shall issue a written Notice of Acceptance of the Work. If the Owner determines that the Work has not been completed in accordance with the Contract Documents or TPDES General Construction Permit, then it shall provide the Contractor with a verbal or written list of items to be completed before another final inspection shall be scheduled.

L. Final Payment

After all Work required under the Contract Documents has been completed, inspected, and accepted, the Town shall calculate the final payment amount promptly after necessary measurements and computations are made. The final payment amount shall be calculated to:

1. include the estimate of the value of Work properly completed since the date of the most recent previous progress payment;
2. correct prior progress payments; and
3. include retainage or other amounts previously withheld that are to be returned to Contractor, if any.

Final payment to the Contractor shall not be due until the Contractor provides original full releases of liens from the Contractor and its subcontractors, or other evidence satisfactory to the Owner to show that all sums due for labor, services, and materials furnished for or used in connection with the Work have been paid or shall be paid with the final payment. To ensure this

result, Contractor consents to the issuance of the final payment in the form of joint checks made payable to Contractor and others. The Owner may, but is not obligated to issue final payment using joint checks.

Final payment to the Contractor shall not be due until the Contractor has supplied to the Owner original copies of all documents that the Owner determines are reasonably necessary to ensure both that the final payment amount is properly calculated and that the Owner has satisfied its obligation to administer the Construction Agreement in accordance with applicable law. The following documents shall, at a minimum, be required to be submitted prior to final payment being due: redline as-built construction plans; consent of surety to final payment; public infrastructure inventory; affidavit of value for public infrastructure; and, final change order(s). "Redline as-built construction plans" shall include, but are not limited to markups for change orders, field revisions, and quantity overruns as applicable. The list of documents contained in this provision is not an exhaustive and exclusive list for every project performed pursuant to these Contract Documents and Contractor shall provide such other and further documents as may be requested and required by the Owner to close out a particular project.

Subject to the requirements of the Contract Documents, the Owner shall pay the Final Payment within thirty (30) calendar days after the date specified in the Notice of Acceptance. This provision shall apply only after all Work called for by the Contract Documents has been accepted.

M. Contractor's Warranty

For a two-year period after the date specified in a written notice of acceptance of Work, Contractor shall provide and pay for all labor and materials that the Owner determines are necessary to correct all defects in the Work arising because of defective materials or workmanship supplied or provided by Contractor or any subcontractor. This shall also include areas of vegetation that did meet TPDES General Construction Permit during final close out but have since become noncompliant.

Forty-five (45) to sixty (60) calendar days before the end of the two-year warranty period, the Owner may make a warranty inspection of the Work. The Owner shall notify the Contractor of the date and time of this inspection so that a Contractor representative may be present. After the warranty inspection, and before the end of the two-year warranty period, the Owner shall mail to the Contractor a written notice that specifies the defects in the Work that are to be corrected.

The Contractor shall begin the remedial work within ten (10) calendar days after receiving the written notice from the Town. If the Contractor does not begin the remedial work timely or prosecute it diligently, then the Owner may pay for necessary labor and materials to effect repairs and these expenses shall be paid by the Contractor, the performance bond surety, or both.

If the Owner determines that a hazard exists because of defective materials and workmanship, then the Owner may take steps to alleviate the hazard, including making repairs. These steps may be taken without prior notice either to the Contractor or its surety. Expenses incurred by the Owner to alleviate the hazard shall be paid by the Contractor, the performance bond surety, or both.

Any Work performed by or for the Contractor to fulfill its warranty obligations shall be performed in accordance with the Contract Documents. By way of example only, this is to ensure that Work performed during the warranty period is performed with required insurance and the performance and payment bonds still in effect.

Work performed during the two-year warranty period shall itself be subject to a one-year warranty. This warranty shall be the same as described in this section.

The Owner may make as many warranty inspections as it deems appropriate.

N. Compliance with Laws

The Contractor shall be responsible for ensuring that it and any subcontractors performing any portion of the Work required under the Contract Documents comply with all applicable federal, state, county, and municipal laws, regulations, and rules that relate in any way to the performance and completion of the Work. This provision applies whether or not a legal requirement is described or referred to in the Contract Documents.

Ancillary/Integral Professional Services: In selecting an architect, engineer, land surveyor, or other professional to provide professional services, if any, that are required by the Contract Documents, Contractor shall not do so on the basis of competitive bids but shall make such selection on the basis of demonstrated competence and qualifications to perform the services in the manner provided by Section 2254.004 of the Texas Government Code and shall so certify to the Town the Contractor's agreement to comply with this provision with Contractor's bid.

O. Other Items

The Contractor shall sign the Construction Agreement, and deliver signed performance, payment and maintenance bonds and proper insurance policy endorsements (and/or other evidence of coverage) within ten (10) calendar days after the Owner makes available to the Contractor copies of the Contract Documents for signature. Six (6) copies of the Contract Documents shall be signed by an authorized representative of the Contractor and returned to the Town.

The Construction Agreement "effective date" shall be the date on which the Town Council acts to approve the award of the Contract for the Work to Contractor. It is expressly provided, however, that the Town Council delegates the authority to the Town Manager or his designee to rescind the Contract award to Contractor at any time before the Owner delivers to the Contractor a copy of this Construction Agreement that bears the signature of the Town Manager and Town Secretary or their authorized designees. The purpose of this provision is to ensure:

1. that Contractor timely delivers to the Owner all bonds and insurance documents; and
2. that the Owner retains the discretion not to proceed if the Town Manager or his designee determines that information indicates that the Contractor was not the lowest responsible bidder or that the Contractor cannot perform all of its obligations under the Contract Documents.

THE CONTRACTOR AGREES THAT IT SHALL HAVE NO CLAIM OR CAUSE OF ACTION OF ANY KIND AGAINST OWNER, INCLUDING A CLAIM FOR BREACH OF CONTRACT, NOR SHALL THE OWNER BE REQUIRED TO PERFORM UNDER THE CONTRACT DOCUMENTS, UNTIL THE DATE THE OWNER DELIVERS TO THE CONTRACTOR A COPY OF THE CONSTRUCTION AGREEMENT BEARING THE SIGNATURES JUST SPECIFIED.

The Contract Documents shall be construed and interpreted by applying Texas law. Exclusive venue for any litigation concerning the Contract Documents shall be Collin County, Texas.

Although the Construction Agreement has been drafted by the Owner, should any portion of the Construction Agreement be disputed, the Owner and Contractor agree that it shall not be construed more favorably for either party.

The Contract Documents are binding upon the Owner and Contractor and shall insure to their benefit and as well as that of their respective successors and assigns.

If Town Council approval is not required for the Construction Agreement under applicable law, then the Construction Agreement "effective date" shall be the date on which the Town Manager and Town Secretary or their designees have signed the Construction Agreement. If the Town Manager and Town Secretary sign on different dates, then the later date shall be the effective date.

<p>_____</p> <p>CONTRACTOR</p> <p>_____</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Address: _____</p> <p> _____</p> <p> _____</p> <p>Phone: _____</p> <p>Fax: _____</p>	<p>TOWN OF PROSPER, TEXAS</p> <p>_____</p> <p>By: <u>HARLAN JEFFERSON</u></p> <p>Title: <u>Town Manager</u></p> <p>Date: _____</p> <p>Address: 121 W. Broadway Prosper, Texas 75078</p> <p>Phone: (972) 346 - 2640</p> <p>Fax: (972) 569 - 9335</p>
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ATTEST:

ROBYN BATTLE
Town Secretary

PERFORMANCE BOND

STATE OF TEXAS)
)
COUNTY OF COLLIN)

KNOW ALL MEN BY THESE PRESENTS: That _____ whose address is _____, hereinafter _____ called _____ Principal, _____ and _____, a corporation organized and existing under the laws of the State of _____, and fully licensed to transact business in the State of Texas, as Surety, are held and firmly bound unto the **TOWN OF PROSPER**, a home-rule municipal corporation organized and existing under the laws of the State of Texas, hereinafter called "Beneficiary", in the penal sum of _____ Dollars (\$ _____) plus fifteen percent (15%) of the stated penal sum as an additional sum of money representing additional court expenses, attorneys' fees, and liquidated damages arising out of or connected with the below identified Contract in lawful money of the United States, to be paid in Collin County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. The penal sum of this Bond shall automatically be increased by the amount of any Change Order or Supplemental Agreement, which increases the Contract price, but in no event shall a Change Order or Supplemental Agreement, which reduces the Contract price, decrease the penal sum of this Bond.

THE OBLIGATION TO PAY SAME is conditioned as follows: Whereas, the Principal entered into a certain Contract with the Town of Prosper, the Beneficiary, dated on or about the _____ day of _____, A.D. 20____, a copy of which is attached hereto and made a part hereof, to furnish all materials, equipment, labor, supervision, and other accessories necessary for the construction of:

**FRONTIER PARK – PARKING LOT IMPROVEMENTS 2016
BID NO. 2016-04-B**

in the Town of Prosper, Texas, as more particularly described and designated in the above-referenced contract such contract being incorporated herein and made a part hereof as fully and to the same extent as if written herein word for word.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform and fulfill all of the undertakings, covenants, terms, conditions and agreements of said Contract in accordance with the Plans, Specifications and Contract Documents during the original term thereof and any extension thereof which may be granted by the Beneficiary, with or without notice to the Surety, and during the life of any guaranty or warranty required under this Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; and, if the Principal shall repair and/or replace all defects due to faulty materials and workmanship that appear within a period of one (1) year from the date of final completion and final acceptance of the Work by Owner; and, if the Principal shall fully indemnify and save harmless the Beneficiary from and against all costs and damages which Beneficiary may suffer by reason of failure to so perform herein and shall fully reimburse and repay Beneficiary all outlay and expense which the Beneficiary may incur in

making good any default or deficiency, then this obligation shall be void; otherwise, it shall remain in full force and effect.

PROVIDED FURTHER, that if any legal action were filed on this Bond, exclusive Venue shall lie in Collin County, Texas.

AND PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the Plans, Specifications and Drawings, etc., accompanying the same shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work or to the Specifications.

This Bond is given pursuant to the provisions of Chapter 2253 of the Texas Government Code, and any other applicable statutes of the State of Texas.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Collin County or Dallas County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by Article 7.19-1 of the Insurance Code, Vernon's Annotated Civil Statutes of the State of Texas.

IN WITNESS WHEREOF, this instrument is executed in six copies, each one of which shall be deemed an original, this, the _____ day of _____, 20_____.

ATTEST:

PRINCIPAL:

By: _____
Signature

By: _____
Signature

Typed/Printed Name

Typed/Printed Name

Title

Title

Address

Address

City State Zip

City State Zip

Phone Fax

Phone Fax

[Signatures continued on following page.]

ATTEST:

SURETY:

By: _____
Signature

By: _____
Signature

Printed Name

Printed Name

Title

Title

Address

Address

City State Zip

City State Zip

Phone Fax

Phone Fax

The Resident Agent of the Surety in Collin County or Dallas County, Texas, for delivery of notice and service of the process is:

NAME: _____
STREET ADDRESS: _____
CITY, STATE, ZIP: _____

NOTE: Date on **Page 1** of Performance Bond must be **same date as Contract**. Date on **Page 2** of Performance Bond must be **after date of Contract**. If Resident Agent is not a corporation, give a person's name.

PAYMENT BOND

STATE OF TEXAS)
)
COUNTY OF COLLIN)

KNOW ALL MEN BY THESE PRESENTS: That _____ whose address is

_____,
hereinafter _____ called _____ Principal,
and _____, a corporation
organized and existing under the laws of the State of _____, and
fully licensed to transact business in the State of Texas, as Surety, are held and firmly bound
unto the **TOWN OF PROSPER**, a home-rule municipal corporation organized and existing
under the laws of the State of Texas, hereinafter called "Owner", and unto all persons, firms,
and corporations who may furnish materials for, or perform labor upon the building or
improvements hereinafter referred to in the penal sum of
_____ DOLLARS (\$_____) in lawful money of
the United States, to be paid in Collin County, Texas, for the payment of which sum well and
truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly
and severally, firmly by these presents. The penal sum of this Bond shall automatically be
increased by the amount of any Change Order or Supplemental Agreement, which increases
the Contract price, but in no event shall a Change Order or Supplemental Agreement, which
reduces the Contract price, decrease the penal sum of this Bond.

THE OBLIGATION TO PAY SAME is conditioned as follows: Whereas, the Principal entered
into a certain Contract with the Town of Prosper, the Owner, dated on or about the _____
day of _____, A.D. 20____, a copy of which is attached hereto and made a
part hereof, to furnish all materials, equipment, labor, supervision, and other
accessories necessary for the construction of:

**FRONTIER PARK – PARKING LOT IMPROVEMENTS 2016
BID NO. 2016-04-B**

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties and
make prompt payment to all persons, firms, subcontractors, corporations and claimants
supplying labor and/or material in the prosecution of the Work provided for in the above-
referenced Contract and any and all duly authorized modifications of said Contract that may
hereafter be made, notice of which modification to the Surety is hereby expressly waived, then
this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that if any legal action were filed on this Bond, exclusive venue
shall lie in Collin County, Texas.

AND PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates
and agrees that no change, extension of time, alteration or addition to the terms of the Contract,
or to the Work performed thereunder, or the Plans, Specifications, Drawings, etc.,
accompanying the same, shall in anywise affect its obligation on this Bond, and it does hereby
waive notice of any such change, extension of time, alteration or addition to the terms of the
Contract, or to the Work to be performed thereunder.

This Bond is given pursuant to the provisions of Chapter 2253 of the Texas Government Code, and any other applicable statutes of the State of Texas.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Collin County or Dallas County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by Article 7.19-1 of the Insurance Code, Vernon's Annotated Civil Statutes of the State of Texas.

IN WITNESS WHEREOF, this instrument is executed in six copies, each one of which shall be deemed an original, this, the _____ day of _____, 20__.

ATTEST:

PRINCIPAL:

By: _____
Signature

Company Name
By: _____
Signature

Typed/Printed Name

Typed/Printed Name

Title

Title

Address

Address

City State Zip

City State Zip

Phone Fax

Phone Fax

[Signatures continued on following page.]

ATTEST:

SURETY:

By: _____
Signature

By: _____
Signature

Printed Name

Printed Name

Title

Title

Address

Address

City State Zip

City State Zip

Phone Fax

Phone Fax

The Resident Agent of the Surety in Collin County or Dallas County, Texas, for delivery of notice and service of the process is:

NAME: _____
STREET ADDRESS: _____
CITY, STATE, ZIP: _____

NOTE: Date on **Page 1** of Performance Bond must be **same date as Contract**. Date on **Page 2** of Performance Bond must be **after date of Contract**. If Resident Agent is not a corporation, give a person's name.

MAINTENANCE BOND

STATE OF TEXAS)
)
COUNTY OF COLLIN)

KNOW ALL MEN BY THESE PRESENTS: That _____ whose address is _____, hereinafter referred to as "Principal," and _____, a corporate surety/sureties organized under the laws of the State of _____ and fully licensed to transact business in the State of Texas, as Surety, hereinafter referred to as "Surety" (whether one or more), are held and firmly bound unto the **TOWN OF PROSPER**, a Texas municipal corporation, hereinafter referred to as "Owner," in the penal sum of _____ DOLLARS (\$_____) (ten percent (10%) of the total bid price), in lawful money of the United States to be paid to Owner, its successors and assigns, for the payment of which sum well and truly to be made, we bind ourselves, our successors, heirs, executors, administrators and successors and assigns, jointly and severally; and firmly by these presents, the condition of this obligation is such that:

WHEREAS, Principal entered into a certain written Contract with the Town of Prosper, dated on or about the ____ day of _____, 20____, to furnish all permits, licenses, bonds, insurance, products, materials, equipment, labor, supervision, and other accessories necessary for the construction of:

**FRONTIER PARK – PARKING LOT IMPROVEMENTS 2016
BID NO. 2016-04-B**

in the Town of Prosper, Texas, as more particularly described and designated in the above-referenced contract, such contract being incorporated herein and made a part hereof as fully and to the same extent as if written herein word for word:

WHEREAS, in said Contract, the Principal binds itself to use first class materials and workmanship and of such kind and quality that for a period of two (2) years from the completion and final acceptance of the improvements by Owner the said improvements shall require no repairs, the necessity for which shall be occasioned by defects in workmanship or materials and during the period of two (2) years following the date of final acceptance of the Work by Owner, Principal binds itself to repair or reconstruct said improvements in whole or in part at any time within said period of time from the date of such notice as the Town Manager or his designee shall determine to be necessary for the preservation of the public health, safety or welfare. If Principal does not repair or reconstruct the improvements within the time period designated, Owner shall be entitled to have said repairs made and charge Principal and/or Surety the cost of same under the terms of this Maintenance Bond.

NOW, THEREFORE, if Principal will maintain and keep in good repair the Work herein contracted to be done and performed for a period of two (2) years from the date of final acceptance and do and perform all necessary work and repair any defective condition (it being understood that the purpose of this section is to cover all defective conditions arising by reason of defective materials, work or labor performed by Principal) then this obligation shall be void; otherwise it shall remain in full force and effect and Owner shall have and recover from Principal

and its Surety damages in the premises as provided in the Plans and Specifications and Contract.

PROVIDED, however, that Principal hereby holds harmless and indemnifies Owner from and against any claim or liability for personal injury or property damage caused by and occurring during the performance of said maintenance and repair operation.

PROVIDED, further, that if any legal action be filed on this Bond, exclusive venue shall lie in Collin County, Texas.

AND PROVIDED FURTHER, Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work performed thereunder, or the Plans, Specifications, Drawings, etc. accompanying same shall in any way affect its obligation on this Bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder.

The undersigned and designated agent is hereby designated by Surety as the resident agent in either Collin or Dallas Counties to whom all requisite notice may be delivered and on whom service of process may be had in matters arising out of this suretyship.

IN WITNESS WHEREOF, this instrument is executed in six copies, each one of which shall be deemed an original, on this the _____ day of _____, 20_____.

ATTEST:

PRINCIPAL:

By: _____
Signature

By: _____
Signature

Typed/Printed Name

Typed/Printed Name

Title

Title

Address

Address

City State Zip

City State Zip

Phone Fax

Phone Fax

[Signatures continued on following page.]

ATTEST:

By: _____
Signature

Printed Name

Title

Address

City State Zip

Phone Fax

SURETY:

By: _____
Signature

Printed Name

Title

Address

City State Zip

Phone Fax

GENERAL CONDITIONS

GC.01 **PURPOSE:** The General Conditions contained herein set forth conditions or requirements common to this Contract and all other construction contracts issued by the Town of Prosper.

GC.02 **DEFINITIONS:** The following words and expressions, or pronouns used in their place, shall wherever they appear in this Contract, be construed as follows, unless a different meaning is clear from the context:

CALENDAR DAY: Any days of the week or month, no days being excepted.

CONTRACT DOCUMENTS: All of the written, printed, typed, and drawn instruments that comprise and govern the performance of the contract as defined by the Construction Agreement.

ENGINEER: The ENGINEER of the OWNER or his designee.

EXTRA WORK: Work required by the OWNER other than that which is expressly or impliedly required by the Contract Documents at the time of execution of the Contract.

HOLIDAYS: The ten official holidays observed are New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, Christmas Eve, and Christmas Day. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. If a holiday falls on a Sunday, it shall be observed on the following Monday.

OWNER: The Town of Prosper, Texas, acting through the Town Manager under authority granted by the Town Council.

OWNER'S REPRESENTATIVE: The Executive Director of Development and Community Services of the Town of Prosper or his designee.

SUB-CONTRACTOR: Any persons, firm or corporation, other than employees of the CONTRACTOR, who or which contracts with the CONTRACTOR to furnish, or who actually furnishes, labor and/or materials and equipment at or about the site.

SUBSTANTIALLY COMPLETE: The condition upon which the Work has been made suitable for use and may serve its intended purpose but may still require minor miscellaneous work and adjustment.

WORK: All work to be performed by the CONTRACTOR under the terms of the Contract, including the furnishing of all materials, supplies, machinery, equipment, tools, superintendence, labor, submittals, services, insurance, permits, certificates, licenses, and all water, light, power, fuel, transportation, facilities, and other incidentals.

WRITTEN NOTICE: Notice required by the Contract shall be served concurrently to the OWNER'S REPRESENTATIVE, ENGINEER, and/or CONTRACTOR. Notice delivered by mail shall be effective on the postmark date, notice delivered by hand shall be effective the date of delivery, and notice delivered by facsimile or e-mail shall be effective the date of transmission, provided that any notice served after 5 PM or on a weekend or holiday shall be effective the following business day.

GC.03 GENERAL RESPONSIBILITIES AND UNDERSTANDINGS:

- (a) Intent of Contract Documents: The intent of the Contract Documents is to prescribe a complete work or improvement, which the CONTRACTOR undertakes to do in full compliance with the plans, specifications, special provisions, proposal and contract. The CONTRACTOR shall do all work as provided in the plans, specifications, special provisions, proposal and contract, and shall do such additional extra work as may be considered necessary to complete the work in satisfactory and acceptable manner. The CONTRACTOR shall furnish all labor, tools, materials, machinery, equipment and incidentals necessary to the satisfactory prosecution and completion of the work.
- (b) No Waiver of Legal Right: Inspection by the OWNER or ENGINEER, any order, measurement, or certificate by OWNER or ENGINEER, any order by the OWNER for payment of money, any payment for or acceptance of any work, or any extension of time, or any possession taken by the OWNER, shall not operate as a waiver of any provisions of the Contract Documents or any power therein reserved to the OWNER of any rights or damages therein provided. Any waiver of any breach of contract shall not be held to be a waiver of any other subsequent breach. The OWNER deserves the right to correct any error that may be discovered in any estimate that may have been paid and to adjust the same to meet the requirements of the contract and specifications. The OWNER reserves the right to claim and recover by process of law sums as may be sufficient to correct any error or make good any deficiency in the work resulting from such error, dishonesty or collusion, upon the conclusive proof of collusion or dishonesty by the CONTRACTOR or his agents and the ENGINEER or his assistants, discovered in the work after the final payment has been made.
- (c) Changes and Alterations: The CONTRACTOR further agrees that the OWNER or ENGINEER may make such changes and alterations as the OWNER may see fit, in the line, grade, form, dimensions, plans or materials for the work herein contemplated, or any part thereof, either before or after the beginning of the construction, without affecting the validity of this contract and the accompany Performance and Payment Bonds.

If such changes or alterations diminish the quantity of the work to be done, they shall not constitute the basis for a claim for damages for anticipated profits on the work that may be dispensed with. If the amount of work is increased, such additional work shall be paid for as provided under Extra Work. In case the OWNER shall make such changes or alterations as shall make useless any work already done or material already furnished or used in said work, then the OWNER shall recompense the CONTRACTOR for any material or labor so used,

and for any actual loss occasioned by such change, due to actual expenses incurred in preparation for the work as originally planned.

- (d) Discrepancies and Omissions: It is further agreed that it is the intent of this contract that all work must be done and all material must be furnished in accordance with the generally accepted practice, and in the event of any discrepancies between the separate contract documents, the priority of interpretation defined by the Construction Agreement shall govern. In the event that there is still any doubt as to the meaning and intent of any portion of the contract, specifications or drawings, the ENGINEER shall define which is intended to apply to the work.
- (e) Plans and Specifications: The OWNER shall furnish the CONTRACTOR with an adequate and reasonable number of copies of all plans and specifications without expense to him, and the CONTRACTOR shall keep one copy of the same constantly accessible on the work, with the latest revisions noted thereon.
- (f) Ownership of Drawings: All drawings, specifications and copies thereof furnished by the OWNER shall not be reused on other work, and, with the exception of the signed contract sets, are to be returned to him on request, at the completion of the work. All models are the property of the OWNER.
- (g) Adequacy of Design: It is understood that the OWNER believes it has employed competent engineers and designers. It is, therefore, agreed that, as to the CONTRACTOR only, the OWNER shall be responsible for the adequacy of the design, sufficiency of the Contract Documents, and the practicability of the operations of the completed project; provided the CONTRACTOR has complied with the requirements of the said Contract Documents, all approved modifications thereof, and additions and alterations thereto approved in writing by the OWNER. The burden of proof of such compliance shall be upon the CONTRACTOR to show that he has complied with the said requirements of the Contract Documents, approved modifications thereof and all approved additions and alterations thereto.
- (h) Line and Grade: The ENGINEER will furnish control benchmarks for the construction of the Work. The CONTRACTOR shall use the control benchmarks and data shown on the drawings. No construction staking will be provided by the ENGINEER or owner for this project. Any restaking, and all construction staking, required shall be at the sole cost of the CONTRACTOR.
- (i) Right of Way and Easements: The OWNER will obtain all necessary right of ways and easements required for the completion of the Work. No work shall be undertaken on nor shall men, tools, equipment, or other supplies occupy any ground outside right of ways and easements. If Contractor wants to work outside right of ways and easements and is able to make an agreement with the Property Owner, then the agreement should be documented and signed by the Property Owner and CONTRACTOR with a copy submitted to the OWNER before work off the easement commences.

The OWNER will obtain permits and/or license agreements necessary for work to be performed on right of ways or easements owned by other agencies including,

but not limited to, the Texas Departments of Transportation, North Texas Tollway Authority, BNSF Railway, and utility companies. The CONTRACTOR shall comply with the conditions of these permits and/or license agreements as if they were a part of the Contract Documents.

- (j) Existing Utilities and Structures: The location of existing utilities shown on the plans are based on the interpretation of the best available information and are not warranted by the OWNER or ENGINEER. It shall be the responsibility of the CONTRACTOR to verify and/or locate the various locations of pertinent utilities prior to or during construction. If any utility or irrigation system is broken by the Contractor, it shall be the responsibility of the CONTRACTOR to repair, at his own expense, the damaged line and restore it to its functional use.
- (k) Right of Entry: The OWNER reserves the right to enter the property or location on which the works herein contracted for are to be constructed or installed, by such agent or agents as he may elect, for the purpose of inspecting the work, or for the purpose of constructing or installing such collateral work as said OWNER may desire. The CONTRACTOR shall conduct his work so as not to impede unnecessarily any work being done by others on or adjacent to the site.
- (l) Collateral Contracts: The OWNER agrees to provide by separate contract or otherwise, all labor and material essential to the completion of the work specifically excluded from this contract, in such manner as not to delay the progress of the work or damage said CONTRACTOR, except where such delays are specifically mentioned elsewhere in the Contract Documents.
- (m) Objections and Determinations: The ENGINEER shall determine all claims disputes and other matters in question between the CONTRACTOR and the OWNER relating to the execution or progress of the work or the interpretation of the Contract Documents. The ENGINEER'S decision shall be rendered in writing within a reasonable time and shall be binding.
- (n) Owner-Engineer Relationship: The duties, responsibilities and limitations of authority of the ENGINEER during construction are as set forth in the Contract Documents and shall not be extended or limited without written consent of the OWNER and ENGINEER. The ENGINEER will advise and consult with the OWNER, and OWNER'S instructions to the CONTRACTOR may be issued through the ENGINEER as if they were issued by the OWNER directly.

GC.04 CONTRACTOR RESPONSIBILITIES:

- (a) Contractor Independence: The CONTRACTOR is and at all times shall remain an independent contractor, solely responsible for the manner and method of completing his work under this contract, with full power and authority to select the means, method and manner of performing such work, so long as such methods do not adversely affect the completed improvements, the OWNER and ENGINEER being interested only in the result obtained and conformity of such completed improvements to the Contract Documents.
- (b) Assignment and Subletting: The CONTRACTOR agrees that he will retain personal control and will give his personal attention to the fulfillment of this

contract and that he will not assign by Power of Attorney, or otherwise, or sublet said contract without the written consent of the OWNER or ENGINEER, and that no part or feature of the work will be sublet to anyone objectionable to the ENGINEER or the OWNER. The CONTRACTOR further agrees that the subletting of any portion or feature of the work, or materials required in the performance of this contract, shall not relieve the CONTRACTOR from his full obligations to the OWNER, as provided by this Agreement.

- (c) Contractor's Understanding: It is understood and agreed that the CONTRACTOR has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this contract. No verbal agreement or conversation with any officer, agent or employee of the OWNER or ENGINEER, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.
- (d) Duty of Contractor: The CONTRACTOR shall be solely responsible for the safety of himself, his employees and other persons, as well as for the protection of the safety of the improvements being erected and the property of himself or any other person, as a result of his operations hereunder. CONTRACTOR shall be fully and completely liable, at his own expense, for design, construction, installation and use, or non-use, of all items and methods incident to performance of the contract, and for all loss, damage or injury incident thereto, either to person or property, including, without limitation, the adequacy of all temporary supports, shoring, bracing, scaffolding, machinery or equipment, safety precautions or devices, and similar items or devices used by him during construction
- (e) Supervision by Contractor: The CONTRACTOR shall give adequate attention to the faithful prosecution and completion of this contract and shall keep on the work, during its progress, a competent superintendent and any necessary assistants. The superintendent shall represent the CONTRACTOR in his absence and all directions given to him shall be as binding as if given to the CONTRACTOR.
- (f) Character of Workmen: The CONTRACTOR agrees to employ only orderly and competent men, skillful in the performance of the type of work required under this contract, to do the work; and agrees that whenever the OWNER or ENGINEER shall inform him in writing that any man or men on the work are, in his opinion, incompetent, unfaithful or disorderly, such man or men shall be discharged from the work and shall not again be employed on the work without the OWNER'S or ENGINEER'S written consent.
- (g) Contractor's Buildings: The building of structures or the erection of tents or other forms of protection will be permitted only for use as temporary office space or for storage of materials, equipment, and supplies and only at such places as the OWNER or ENGINEER shall direct, and the sanitary conditions of the grounds in or about such structures shall at all times be maintained in a manner satisfactory

to the OWNER or ENGINEER. At no time shall employees or agents of the CONTRACTOR occupy such facilities except in conjunction with performance of the Work.

- (h) Protection of Site: The Contractor shall protect all structures, walks, pipe lines, trees, shrubbery, lawns and other improvements during the progress of his work and shall remove from the site all debris and unused materials.
- (i) Sanitation: Necessary sanitary conveniences for the use of laborers on the work, properly secluded from public observation, shall be constructed and maintained by the CONTRACTOR in such manner and at such points as shall be approved by the OWNER or ENGINEER, and their use shall be strictly enforced.
- (j) Equipment, Materials, and Construction Plant: The CONTRACTOR shall be responsible for the care, preservation, conservation, protection and replacement of all materials, supplies, machinery, equipment, tools, apparatus, accessories, facilities, all means of construction, and any and all parts of the work, whether the CONTRACTOR has been paid, partially paid, or not paid for such work, or whether OWNER has taken possession of completed portions of such work, until the entire work is completed and accepted.
- (k) Losses from Natural Causes: Unless otherwise specified, all loss or damage to the CONTRACTOR arising out of the nature of the work to be done, or from the action of the elements, or from any unforeseen circumstance in the prosecution of the same, or from unusual obstructions or difficulties which may be encountered in the prosecution of the work, shall be sustained and borne by the CONTRACTOR at his own cost and expense.

GC.05 PROTECTION OF PERSONS AND PROPERTY:

- (a) Protection Against Claims: If any person files a claim against the OWNER, OWNER's Agent or CONTRACTOR for personal injury or property damage resulting from, arising out of, or caused by, the operations of the CONTRACTOR, or any Work within the limits of the Project, the CONTRACTOR must either submit to the OWNER a duly executed full release within thirty (30) calendar days from the date of written claim, or immediately report the claim to his liability insurance carrier for their action in adjusting the claim. If the CONTRACTOR fails to comply with this provision within the stipulated time limit, it will be automatically deemed that the CONTRACTOR has appointed the OWNER as its irrevocable Attorney In Fact authorizing the OWNER to report the claim directly with the CONTRACTOR's liability insurance carrier. This provision is in and of itself a Power of Attorney from the CONTRACTOR to the OWNER, which authorizes the OWNER to take said action on behalf of the CONTRACTOR without the necessity of the execution of any other document. If the CONTRACTOR fails to comply with the provisions of this item, the OWNER, at its own discretion, may terminate this contract or take any other actions it deems appropriate. Any payment or portion thereof due the CONTRACTOR, whether it is a final payment, progress payment, payment out of retainage or refund payment may be withheld by the OWNER. Bankruptcy, insolvency or denial of liability by the CONTRACTOR's insurance carrier shall not exonerate the CONTRACTOR from liability.

As a result of the additional work created to OWNER due to non-response of claims for damages by CONTRACTOR to third parties, CONTRACTOR shall incur penalties for failure to abide by this Special Condition.

The CONTRACTOR shall respond to the claimant in writing regarding the status of the claim, including whether CONTRACTOR disputes the claim, wishes to settle, or will notify its liability insurance carrier regarding the claim. CONTRACTOR will be assessed a penalty by OWNER of \$75.00 per claim, for its failure to respond to the claimant as described above within thirty (30) calendar days of its written notice of claim by the City.

To ensure CONTRACTOR compliance, the OWNER shall be notified, by copied correspondence of responses or settlement by CONTRACTOR.

- (b) Protection Against Accidents to Employees and the Public: The CONTRACTOR shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of Federal, State, and Municipal safety laws and building and construction codes. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of the Associated General contractors of America except where incompatible with Federal, State, or Municipal laws or regulations. The CONTRACTOR shall provide such machinery guards, safe walkways, ladders, bridges, gangplanks, and other safety devices. The safety precautions actually taken and their adequacy shall be the sole responsibility of the CONTRACTOR, acting at his discretion as an independent contractor.
- (c) Protection of Adjoining Property: The CONTRACTOR shall take proper means to communicate with the adjacent or adjoining property owners and protect the adjacent or adjoining property or properties in any way encountered, which might be injured or seriously affected by any process of construction to be undertaken under this Agreement, from any damage or injury by reason of said process of construction; and he shall be liable for any and all claims for such damage on account of his failure to fully protect all adjoining property.
- (d) Protection Against Royalties or Patented Invention: The CONTRACTOR shall pay all royalties and license fees, and shall provide for the use of any design, device, material or process covered by letters patent or copyright by suitable legal agreement with the patentee or owner.
- (e) Threats to Persons or Property: The CONTRACTOR shall respond promptly to any imminent threat to persons or property arising from or in relation to performance of the Work. Failure to promptly correct any threat to persons or property may result in a temporary suspension of work until such time as the threat is resolved.

GC.06 PROSECUTION AND PROGRESS:

- (a) Time and Order of Completion: It is the meaning and intent of this contract, unless otherwise herein specifically provided, that the CONTRACTOR shall be

allowed to prosecute his work in such manner as shall be most conducive to economy of construction; provided however, that the order and the time of prosecution shall be such that the work shall be Substantially Completed as a whole and in part in accordance with this contract, the plans and specifications, and within the time of completion designated in the Proposal; provided, also, that when the OWNER is having other work done, either by contract or by his own force, the ENGINEER may direct the time and manner of constructing the work done under this contract, so that conflict will be avoided and the construction of the various works being done for the OWNER shall be harmonized.

The CONTRACTOR shall submit prior to beginning work, with each pay estimate, and at other such times as may reasonably be requested by the OWNER or ENGINEER, schedules which shall show the order in which the CONTRACTOR proposes to carry on the work, with dates at which the CONTRACTOR will start the several parts of the work, and estimated dates of completion of the several parts.

- (b) Working Hours: Permissible working hours are 7:00 AM to 7:00 PM Monday through Saturday, excluding holidays. Working hours are enforced by the Town of Prosper Police Department. Any variance to these working hours must be requested by the CONTRACTOR in writing at least two weeks in advance and will require approval from the OWNER upon positive recommendation of the ENGINEER.
- (c) Extension of Time: Should the CONTRACTOR be delayed in the completion of the work by any act or neglect of the OWNER or ENGINEER, or of any employee of either, or by other contractors employed by the OWNER, or by changes ordered in the work, or by strikes, lockouts, fires, and unusual delays by common carriers, or uncontrollable cause or causes beyond the CONTRACTOR'S control, and the OWNER and ENGINEER decides such cause justifies the delay, then an extension of time sufficient to compensate for the delay as determined by the OWNER or ENGINEER shall be allowed for completing the work; provided, however, that the CONTRACTOR shall give the OWNER or ENGINEER prompt notice in writing of the cause of such delay.
- (d) Hindrances and Delays: No claims shall be made by the CONTRACTOR for damages resulting from hindrances or delays from any cause (except where the work is stopped by order of the OWNER) during the progress of any portion of the work embraced in this contract. In case said work shall be stopped by the act of the OWNER, then such expense as in the judgment of the ENGINEER is caused by such stoppage of said work shall be paid by the OWNER to the CONTRACTOR.
- (e) Liquidated Damages: The time of completion is of the essence for this Contract. For each day that any work shall remain uncompleted after the time specified in the Contract or in an executed Change Order, including milestone completion dates, substantial completion, and final completion, the OWNER may deduct the following sum from monies due to the CONTRACTOR for each day the work remains uncompleted:

GC.07

Amount of Contract	Amount of Liquidated Damages
Less than \$50,000	\$100 per day
\$50,000 to \$100,000	\$150 per day
\$100,000 to \$500,000	\$200 per day
\$500,000 to \$1,000,000	\$250 per day
\$1,000,000 to \$5,000,000	\$500 per day
Greater than \$5,000,000	\$750 per day

GC.08 CONTROL OF WORK AND MATERIAL:

- (a) Shop Drawings and Submittals: The CONTRACTOR shall submit to the OWNER or ENGINEER, with such promptness as to cause no delay in his own work or in that of any other contractor, four (4) checked copies, unless otherwise specified, of all shop and/or setting drawings and schedules required for the work of the various trades, and the OWNER or ENGINEER shall pass upon them with reasonable promptness, noting desired corrections. The CONTRACTOR shall make any corrections required by the OWNER or ENGINEER, file with him two corrected copies and furnish such other copies as may be needed. The OWNER'S or ENGINEER'S approval of such drawings or schedules shall not relieve the CONTRACTOR from responsibility for deviations from drawings or specifications, unless he has in writing called the OWNER'S or ENGINEER'S attention to such deviations at the time of submission, nor shall it relieve him from responsibility for errors of any sort in shop drawings or schedules. It shall be the CONTRACTOR'S responsibility to fully and completely review all shop drawings to ascertain their effect on his ability to perform the required contract work in accordance with the plans and specifications and within the contract time.

Such review by the OWNER or ENGINEER shall be for the sole purpose of determining the sufficiency of said drawings or schedules to result in finished improvements in conformity with the plans and specifications, and shall not relieve the CONTRACTOR of his duty as an independent contractor as previously set forth, it being expressly understood and agreed that the OWNER or ENGINEER does not assume any duty to pass upon the propriety or adequacy of such drawings or schedules, or any means or methods reflected thereby, in relation to the safety of either person or property during CONTRACTOR'S performance hereunder.

- (b) Temporary Traffic Control: Where the Work is carried on, in or adjacent to any road, alley, sidewalk, trail, or other public space, the CONTRACTOR shall at his own cost and expense furnish, erect and maintain temporary traffic control devices and shall take such other precautionary measures for the protection of persons or property and of the Work as are necessary. A sufficient number and arrangement of temporary traffic control devices shall be erected to keep vehicles and persons from entering on or into any work under construction. The CONTRACTOR's responsibility for the maintenance of barricades, signs and lights, and for providing watchmen, shall not cease until the project has been accepted by the Owner.

All temporary traffic control devices shall be clearly visible at all times of day and night. Signs and barricades shall be constructed of retro-reflective sheeting, and cones and other channelizing devices shall have retro-reflective banding. All temporary traffic control devices shall comply with and have the meanings prescribed by the Texas Manual of Uniform Traffic Control Devices.

The Contractor shall at all times coordinate the closing of any section of road, alley, sidewalk, trail, or other public space with the OWNER or ENGINEER. When such a closing is anticipated to have a duration longer than one (1) hour, the CONTRACTOR shall submit a traffic control plan at least 72 hours in advance to the OWNER or ENGINEER for review and approval.

The CONTRACTOR shall be held responsible for all damage to the Work due to failure of barricades, signs, to protect it, and whenever evidence is found of such damage, the OWNER or ENGINEER may order the damaged portion immediately removed and replaced by the CONTRACTOR at his cost and expense.

- (c) Public Convenience: Materials stored about the Work shall be so placed, and the Work shall at all times be so conducted, as to cause no greater obstruction to the traveling public than is considered necessary by the OWNER. The CONTRACTOR shall make provisions at all roads, alleys, sidewalks, trails, and private driveways for the free passage of pedestrians and vehicles provided that where free passage is impractical or unnecessary in the opinion of the OWNER, the CONTRACTOR may make arrangements satisfactory to the OWNER for the diversion of traffic and shall, at his own expense, provide all material and perform all work necessary for the construction and maintenance of such diversions. The materials excavated, and the construction materials or plant used in the construction of the Work, shall be placed so as not to endanger the Work or prevent free access to all public and private utilities and related appurtenances.

The OWNER reserves the right to remedy any neglect on the part of the CONTRACTOR as regards to the public convenience and safety which may come to its attention after twenty-four (24) hours notice in writing the CONTRACTOR, save in cases of emergency, when it shall have the right to remedy any neglect without notice; and in either case, the cost of such work done by the OWNER shall be deducted from monies due or to become due to the Contractor.

- (d) Testing of Materials: Testing and inspection of materials required by the specifications shall be performed by a commercial testing laboratory selected by the CONTRACTOR and approved by the OWNER. Except as otherwise noted, the costs of laboratory tests will be paid by the CONTRACTOR, including any materials or specimens for testing. Any testing of material or workmanship required due to failure will be paid for by the CONTRACTOR. This payment will be made direct to the testing laboratory by the CONTRACTOR.

The CONTRACTOR shall furnish at his own expense, suitable evidence that the materials he proposes to incorporate into the work are in accordance with the specifications. Mill tests for reinforcing steel and cement will be acceptable if it is definite that the test sheets apply to the material being furnished. Manufacturer's

or supplier's test results will be acceptable for such items as pipe, valves, hydrants when it is definite that the material being furnished is in accordance with the manufacturer's or supplier's specifications to which the test results apply. Supplier's evidence of quality and gradation of asphaltic material will be acceptable as long as the material is secured from the sources to which the evidence applies.

Should the CONTRACTOR fail to provide the above information, or should the validity of the above information be called into question, the OWNER shall have the right to require tests to be made by the OWNER's laboratory to obtain this information and the cost therefore shall be borne by the CONTRACTOR or deducted from monies owed by the OWNER to the CONTRACTOR.

- (e) Trench Excavation Protection: It is the sole duty, responsibility, and prerogative of the CONTRACTOR, not the OWNER or ENGINEER, to determine the specific applicability of a trench safety system to each field condition encountered on the project as required by Part 1926, Sub-part P-Excavations, Trenching, and Shoring of the Occupational Safety and Health Administration's Standards and Interpretations. It will be the Contractor's responsibility to identify the soil type and to accurately adjust his trench safety methods according to the OSHA requirements.
- (f) Explosives: The use of explosives shall not be permitted.

GC.09 INSPECTION AND ACCEPTANCE:

- (a) Inspection of Work: Inspection will be performed by representatives of the OWNER, ENGINEER, other reviewing agencies, and their designees. It is the intent of the OWNER to inspect all work on this project. The CONTRACTOR is responsible for verifying with the OWNER, ENGINEER, or other reviewing agencies when an inspector is and is not required. The CONTRACTOR shall furnish the OWNER, ENGINEER, other reviewing agencies, and their designees reasonable access and facilities for inspecting the Work and determining whether or not the Work is in accordance with the Contract Documents

The CONTRACTOR shall be responsible for all costs associated with verifying the acceptability of work completed without proper inspection, as directed by the OWNER, ENGINEER, or other reviewing agency. If deemed to be unacceptable, the work may be ordered removed at the CONTRACTOR's expense.

- (b) Inspection Overtime: The OWNER and ENGINEER will provide inspection staff on weekdays between 8:00 AM and 5:00 PM. Inspection performed outside these hours or on weekends or holidays may be subject to an inspection overtime fee determined by the OWNER and ENGINEER. The CONTRACTOR is responsible for determining inspection overtime rules of other reviewing agencies.
- (c) Use of Completed Portions: The OWNER shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work or such portions may not have expired. Such taking possession and use shall not be deemed an

acceptance of any work not completed in accordance with the Contract Documents, nor shall the risk of loss change from CONTRACTOR to OWNER. If such prior use increases the cost of or delays the work, the CONTRACTOR shall be entitled to such extra compensation, or extension of time, or both, as the OWNER or ENGINEER may determine.

- (d) Defects and their Remedies: If the Work or any portion thereof, or any material brought on the site of the Work for use in the Work or selected for the same, shall be deemed by the OWNER or ENGINEER as unsuitable or not in conformity with the specifications, the CONTRACTOR shall, after receipt of written notice thereof from the OWNER or ENGINEER, forthwith remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with this contract.
- (e) Preliminary Final Inspection: Upon substantial completion of the Work, the CONTRACTOR shall request a preliminary final inspection of the Work by representatives of the OWNER, ENGINEER, and other reviewing agencies. The OWNER or ENGINEER will provide written notice of any defects to the CONTRACTOR and the CONTRACTOR shall promptly remedy such defects in accordance with the Contract Documents.
- (f) Final Inspection: Upon completion of all items identified on the punch list, the CONTRACTOR shall request a final inspection of the Work by representatives of the OWNER, ENGINEER, and other reviewing agencies. If additional defects are noted, the CONTRACTOR shall promptly remedy such defects and repeat this process. If the Work is found to be acceptable, the OWNER or ENGINEER will provide written notice of Completion of the Work to the CONTRACTOR.
- (g) Acceptance: Upon Completion, the CONTRACTOR shall submit to the OWNER or ENGINEER such documentation as is necessary to insure that the work has been completed, subcontractors and suppliers have been paid, any claims received have been settled, and other documentation as required by the OWNER or ENGINEER. If the documentation is found to be acceptable, the OWNER or ENGINEER will issue a written notice of Acceptance of the Work to the CONTRACTOR.

GC.10 MEASUREMENT AND PAYMENT:

- (a) Estimated Quantities: The quantities of each item on the bid proposal blank represent the approximate amount of work to be done. Final quantities actually built will be determined and paid for by actual measurements on the ground of the final work completed. Bidders are especially notified that no incidental items of work will be paid for unless there appears an item in the proposal blank for such work. It must be strictly understood that the prices bid are for complete and acceptable work.
- (b) Measurement: Quantities of individual items of work shall be based on the final, in-place quantity of the item of work, measured or computed using the units specified in the Proposal. Where a discrepancy in measured or computed quantities occurs among the OWNER, ENGINEER, and CONTRACTOR, the

parties attempt to reconcile the discrepancy. If no reconciliation is possible, the determination of the ENGINEER shall be used.

- (c) Progress Payments: As close as practical to the end of each month in which work has been performed, the CONTRACTOR shall prepare and submit to the OWNER an application for payment showing as completely as practicable the total value of the work done by the CONTRACTOR up to and including the last day immediately preceding the date of such application and the value of all sound materials delivered on the site of the work that are to be fabricated into the work.

The OWNER'S REPRESENTATIVE and/or ENGINEER shall promptly review CONTRACTOR'S application for payment, shall either approve or modify the total value of the work done by CONTRACTOR and the value of materials delivered on the site, and shall submit to OWNER such application for payment as approved or modified with OWNER'S REPRESENTATIVE'S and/or ENGINEER'S recommendation affixed thereto within ten (10) business days following the receipt of the application from CONTRACTOR.

The OWNER shall pay the CONTRACTOR within thirty (30) days following receipt of the application from CONTRACTOR, less any amount held for retainage or outstanding claims or defective work.

- (d) Payment Withheld: The OWNER may withhold any payment otherwise due to the CONTRACTOR. The amount of any withheld payment shall be as necessary to protect the OWNER's interest in the following circumstances:
- (i) unsatisfactory progress of the Work within the CONTRACTOR's control;
 - (ii) reasonable doubt that the Work can be completed for the unpaid balance;
 - (iii) failure of the CONTRACTOR to carry out orders of the OWNER;
 - (iv) defective work not remedied;
 - (v) the filing of a claim against the CONTRACTOR or reasonable evidence that a claim will be filed against the CONTRACTOR;
 - (vi) failure of the CONTRACTOR to make payment to subcontractors or suppliers for material and labor used in performance of the Work;
 - (vii) unsafe working conditions or threats to persons or property allowed to persist by the CONTRACTOR;
 - (viii) failure of the CONTRACTOR to provide work schedules, invoices, or other records requested by the OWNER;
 - (ix) use of subcontractors without the consent of the ENGINEER or OWNER;
 - (x) or, failure of the CONTRACTOR to keep current redline as-built drawings at the job site or to turn redline as-built drawings over to the OWNER.

GC.11 EXTRA WORK AND CLAIMS:

- (a) Change Orders: Without invalidating this Agreement, the OWNER may, at any time or from time to time, order additions, deletions or revisions to the work; such changes will be authorized by written Change Order prepared by the OWNER for execution by the CONTRACTOR. The Change Order shall set forth the basis for any change in contract price, as hereinafter set forth for Extra Work, and any change in contract time which may result from the change.

In the event the CONTRACTOR shall refuse to execute a Change Order which has been prepared by the OWNER, the OWNER may in writing instruct the CONTRACTOR to proceed with the work as set forth in the Change Order and the CONTRACTOR may make claim against the OWNER for Extra Work involved therein, as hereinafter provided.

- (b) Minor Changes: The OWNER or ENGINEER may authorize minor changes in the work not inconsistent with the overall intent of the Contract Documents and not involving an increase in Contract Price. If the CONTRACTOR believes that any minor change or alteration authorized by the OWNER or ENGINEER involves Extra Work and entitles him to an increase in the Contract Price, the CONTRACTOR shall make written request to the OWNER or ENGINEER for a written Field Order.

Any request by the CONTRACTOR for a change in Contract Price shall be made in writing in accordance with the provisions of this section prior to beginning the work covered by the proposed change.

- (c) Extra Work: It is agreed that the basis of compensation to the CONTRACTOR for work either added or deleted by a Change Order or for which a claim for Extra Work is made shall be determined by one or more of the following methods:

Method (A) - By agreed unit prices; or

Method (B) - By agreed lump sum; or

Method (C) - If neither Method (A) nor Method (B) be agreed upon before the Extra Work is commenced, then the CONTRACTOR shall be paid the "actual field cost" of the work, plus fifteen (15) percent.

In the event said Extra Work be performed and paid for under Method (C), then the provisions of this paragraph shall apply and the "actual field cost" is hereby defined to include the cost to the CONTRACTOR of all workmen, such as foreman, timekeepers, mechanics and laborers, and materials, supplies, teams, trucks, rentals on machinery and equipment, for the time actually employed or used on such Extra Work, plus actual transportation charges necessarily incurred, together with all power, fuel, lubricants, water and similar operating expenses, also all necessary incidental expenses incurred directly on account of such Extra Work, including Social Security Old Age Benefits and other payroll taxes, and, a rateable proportion of premiums on Performance and Payment Bonds and Maintenance Bonds, Public Liability and Property Damage and Workmen's Compensation, and all other insurance as may be required by any law or ordinance, or directed by the OWNER, or by them agreed to. The OWNER or ENGINEER may direct the form in which accounts of the "actual field cost" shall be kept and the records of these accounts shall be made available to the OWNER or ENGINEER. The OWNER or ENGINEER may also specify in writing, before the work commences, the method of doing the work and the type and kind of machinery and equipment to be used; otherwise these matters shall be determined by the CONTRACTOR. Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using 100 percent, unless otherwise specified, of the latest schedule of Equipment Ownership Expense adopted by the Associated General Contractors of America.

Where practicable the terms and prices for the use of machinery and equipment shall be incorporated in the written Change Order. The fifteen percent (15%) of the "actual field cost" to be paid the CONTRACTOR shall cover and compensate him for his profit, overhead, general superintendence and field office expense, and all other elements of cost and expense not embraced within the "actual field cost" as herein defined; save that where the CONTRACTOR'S Camp or Field Office must be maintained primarily on account of such Extra Work, then the cost to maintain and operate the same shall be included in the "actual field cost."

No claim for Extra Work of any kind will be allowed unless ordered in writing by the OWNER or ENGINEER. In case any orders or instructions, either oral or written, appear to the CONTRACTOR to involve Extra Work for which he should receive compensation or an adjustment in the construction time, he shall make written request to the OWNER or ENGINEER for written order authorizing such Extra Work. Should a difference of opinion arise as to what does or does not constitute Extra Work, or as to the payment therefore, and the OWNER or ENGINEER insists upon its performance, the CONTRACTOR shall proceed with the work after making written request for written order and shall keep an accurate account of the "actual field cost" thereof, as provided under Method (C). The CONTRACTOR will thereby preserve the right to submit the matter of payment to a court of general jurisdiction to decide the matter, otherwise the CONTRACTOR shall waive all claims for payment for Extra Work.

GC.12 CONTRACT TERMINATION

- (a) Abandonment by CONTRACTOR: In case the CONTRACTOR should abandon and fail or refuse to resume work within ten (10) days after written notification from the OWNER or ENGINEER, or if the CONTRACTOR fails to comply with the orders of the OWNER or ENGINEER, when such orders are consistent with the Contract Documents, then, and in that case, where performance and payment bonds exist, the Sureties on these bonds shall be notified in writing and directed to complete the work, and a copy of said notice shall be delivered to the CONTRACTOR.

After receiving said notice of abandonment, the CONTRACTOR shall not remove from the work any machinery, equipment, tools, materials or supplies then on the job, but the same, together with any materials and equipment under contract for the work, may be held for use on the work by the OWNER or the Surety on the performance bond, or another contractor in completion of the work; and the CONTRACTOR shall not receive any rental or credit therefore (except when used in connection with Extra Work, where credit shall be allowed as provided for under Section 6, Extra Work and Claims), it being understood that the use of such equipment and materials will ultimately reduce the cost to complete the work and be reflected in the final settlement.

In case the Surety should fail to commence compliance with the notice for completion hereinbefore provided for, within ten (10) days after service of such notice, then the OWNER may provide for completion of the work in either of the following elective manners:

The OWNER may employ such force of men and use such machinery, equipment, tools, materials and supplies as said OWNER may deem necessary to complete the work and charge the expense of such labor, machinery, equipment, tools, materials and supplies to said CONTRACTOR, and expense so charged shall be deducted and paid by the OWNER out of such moneys as may be due, or that may thereafter at any time become due to the CONTRACTOR under and by virtue of this Agreement. In case such expense is less than the sum which would have been payable under this contract, if the same had been completed by the CONTRACTOR, then said CONTRACTOR shall receive the difference. In case such expense is greater than the sum which would have been payable under this contract, if the same had been completed by said CONTRACTOR, then the CONTRACTOR and/or his Surety shall pay the amount of such excess to the OWNER; or

The OWNER under sealed bids, after five (5) days notice published one or more times in a newspaper having general circulation in the county of the location of the work, may let the contract for the completion of the work under substantially the same terms and conditions which are provided in this contract. In the case of any increase in cost to the OWNER under the new contract as compared to what would have been the cost under this contract, such increase shall be charged to the CONTRACTOR and the Surety shall be and remain bound therefore. However, should the cost to complete any such new contract prove to be less than what would have been the cost to complete under this contract, the CONTRACTOR and/his Surety shall be credited therewith.

When the work shall have been substantially completed the CONTRACTOR and his Surety shall be so notified and Certificates of Completion and Acceptance shall be issued. A complete itemized statement of the contract accounts, certified to by the OWNER or ENGINEER as being correct, shall then be prepared and delivered to the CONTRACTOR and his Surety, whereupon the CONTRACTOR and/or his Surety, or the OWNER as the case may be, shall pay the balance due as reflected by said statement, within fifteen (15) days after the date of such Certificate of Completion.

After final completion of the work and in the event the statement of accounts shows that the cost to complete the work is less than that which would have been the cost to the OWNER had the work been completed by the CONTRACTOR under the terms of this contract; or when the CONTRACTOR and/or his Surety shall pay the balance shown to be due by them to the OWNER, then all machinery, equipment, tools, materials or supplies left on the site of the work shall be turned over the CONTRACTOR and/or his Surety. Should the cost to complete the work exceed the contract price, and the CONTRACTOR and/or his Surety fail to pay the amount due the OWNER within the time designated hereinabove, and there remains any machinery, equipment, tools, materials or supplies on the site of the work, notice thereof, together with an itemized list of such equipment and materials, shall be mailed to the CONTRACTOR and his Surety at the respective addresses designated in this contract; provided, however, that actual written notice given in any manner will satisfy this condition. After mailing, or other giving of such notice, such property shall be held at the risk of the CONTRACTOR and his Surety subject only to the duty of the OWNER to exercise ordinary care to protect such property. After fifteen (15) days from

the date of said notice the OWNER may sell such machinery, equipment, tools, materials or supplies and apply the net sum derived from such sale to the credit of the CONTRACTOR and his Surety. Such sale may be made at either public or private sale, with or without notice, as the OWNER may elect. The OWNER shall release any machinery, equipment, tools, materials, or supplies, which remain on the work, and belong to persons other than the CONTRACTOR or his Surety, to their proper owners.

- (b) Abandonment by OWNER: In case the OWNER shall fail to comply with the terms of this contract within ten (10) days after written notification by the CONTRACTOR, then the CONTRACTOR may suspend or wholly abandon the work, and may remove therefrom all machinery, tools and equipment, and all materials on the site of work that have not been included in payments to the CONTRACTOR and have not been wrought into the work. Thereupon the ENGINEER shall make an estimate of the total amount earned by the CONTRACTOR, which estimate shall include the value of all work actually completed by said CONTRACTOR, the value of all partially completed work at a fair and equitable price, and the amount of all Extra Work performed at the prices agreed upon, or provided for by the items of this contract, and a reasonable sum to cover the cost of any provisions made by the CONTRACTOR to carry the whole work to completion and which cannot be utilized. The ENGINEER shall then make a final statement of the balance due the CONTRACTOR by deducting from the above estimate all previous payments by the OWNER and all other sums that may be retained by the OWNER under the terms of this Agreement and shall certify same to the OWNER who shall pay to the CONTRACTOR on or before thirty (30) days after the date of delivery to OWNER of such certified final statement.
- (c) Termination of Contract in Case of National Emergency: Whenever, because of a national emergency, so declared by the President of the United States or other lawful authority, it becomes impossible for the Contractor to obtain all of the necessary labor, material and equipment for the prosecution of the work with reasonable continuity for a period of two (2) months, the Contractor shall within seven (7) days notify the Owner in writing, giving a detailed statement of the efforts which have been made and listing all necessary items of labor, material and equipment not obtainable. If, after investigation, the Owner finds that such conditions exist and that the inability of the Contractor to proceed is not attributable in whole or in part to the fault or neglect of the Contract, then if the Owner cannot after reasonable effort assist the Contractor in procuring and making available the necessary labor, materials, and equipment within thirty (30) days, the Contractor may request the Owner to terminate the contract and the Owner shall within thirty (30) days comply with the request, and the termination shall be based on a final settlement, which shall include, but not be limited to, the payment for all work executed.



ENGINEERING

To: Mayor and Town Council

From: Hulon T. Webb, Jr, P.E., Executive Director of Development and Community Services

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – November 10, 2015

Agenda Item:

Discussion on Water and Wastewater Capital Improvement Projects.

Description of Agenda Item:

Freese and Nichols, Inc., will be discussing with the Town Council past Capital Improvement Plans, and Capital Improvement Projects. The following current water projects and future major Water and Wastewater Capital Improvement Projects are needed to facilitate the growth needs of the Town:

Current Major Water Projects:

Prosper Trail Elevated Storage Tank
BNSF Railroad PRV's

Future Major Water Projects:

Lower Pressure Plane Pump Station and Transmission Line
County Line Elevated Storage Tank

Future Major Wastewater Projects:

Public Works Interceptor
La Cima #2 Interceptor (Coit-First)
Doe Branch Parallel Interceptor
Doe Branch Plant Expansions

Budget Impact:

The current water projects are funded from the Water Impact Fee Fund and the project timing of the future major Water and Wastewater Capital Improvement Projects will be evaluated in the 2016 CIP Update. In FY 2015-2016, the Finance Department will be working with a consultant on updating the Town's Utility Rate Study. The project timing and costs associated with the future major Water and Wastewater Capital Improvements Projects will be included in the Rate Study.

Attached Documents:

1. Summary of Capital Improvement Plan
2. PowerPoint Presentation

Town Staff Recommendation:

Town staff recommends the Town Council provide feedback on the Water and Wastewater Capital Improvement Projects.

Discussion on Water and Wastewater Capital Improvement Projects

1

Update to the Town Council
November 10, 2015

Agenda

2

- History of Prosper W/WW Master Planning
 - Evolution of Past Plans
- 2011 Capital Improvements Plan (Current Plan)
 - Water Demands
 - Major Facilities
 - Prosper Trail EST
- 2016 Update



Past Plans

3

2006 Water Master Plan

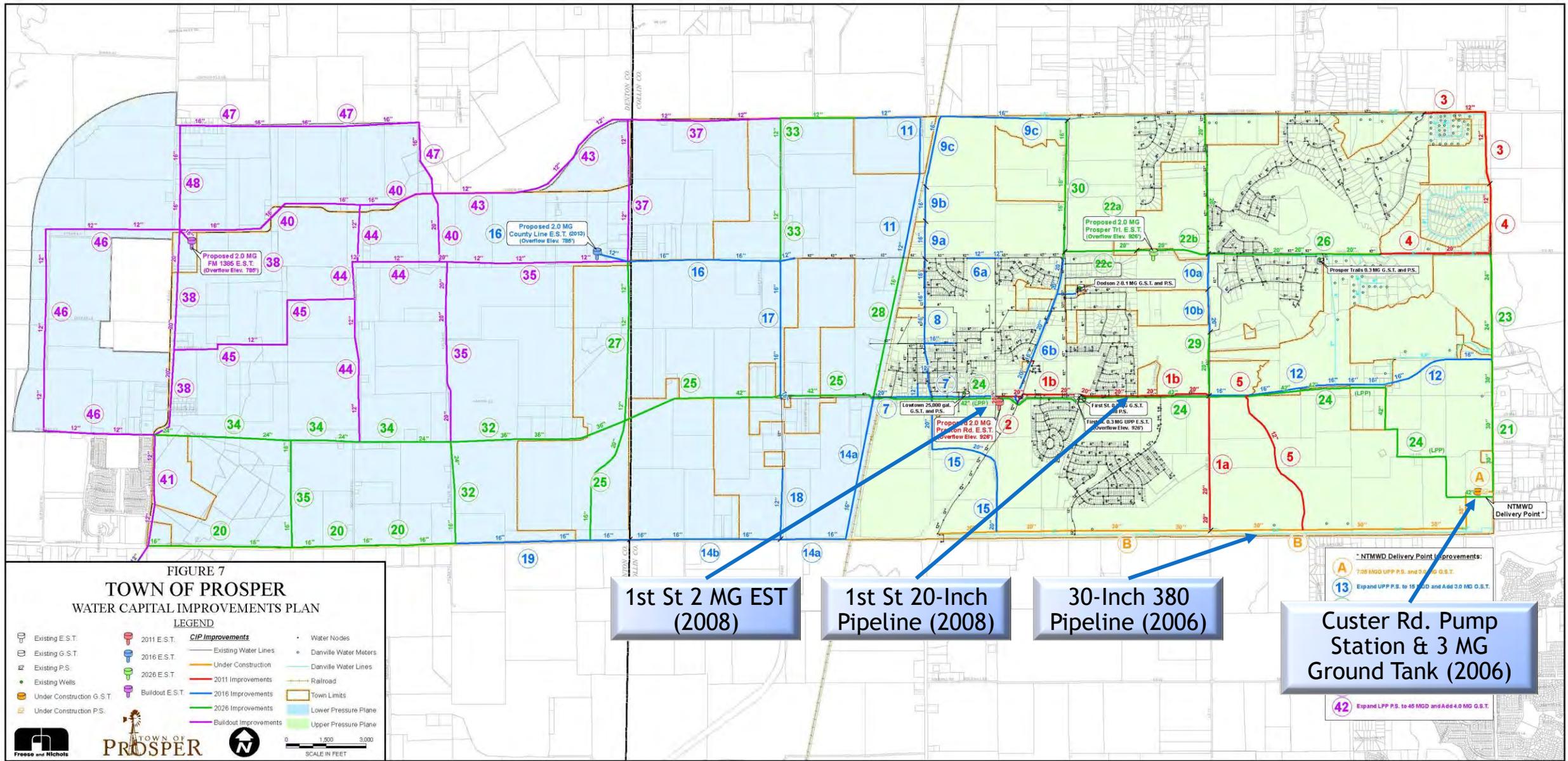


FIGURE 7
TOWN OF PROSPER
WATER CAPITAL IMPROVEMENTS PLAN

LEGEND

Existing E.S.T.	2011 E.S.T.	2016 E.S.T.	2026 E.S.T.	Buildout E.S.T.	Under Construction G.S.T.	Under Construction P.S.	Water Nodes	Danville Water Meters	Danville Water Lines	Railroad	Town Limits	Lower Pressure Plane	Upper Pressure Plane

CIP Improvements

- Existing Water Lines
- Under Construction
- 2011 Improvements
- 2016 Improvements
- 2026 Improvements
- Buildout Improvements

NTMWD Delivery Point Improvements:

- A** 7.05 MGD UPP P.S. and 3.0 MGD G.S.T.
- 13** Expand UPP P.S. to 15 MGD and Add 4.0 MGD G.S.T.
- 42** Expand LPP P.S. to 45 MGD and Add 4.0 MGD G.S.T.

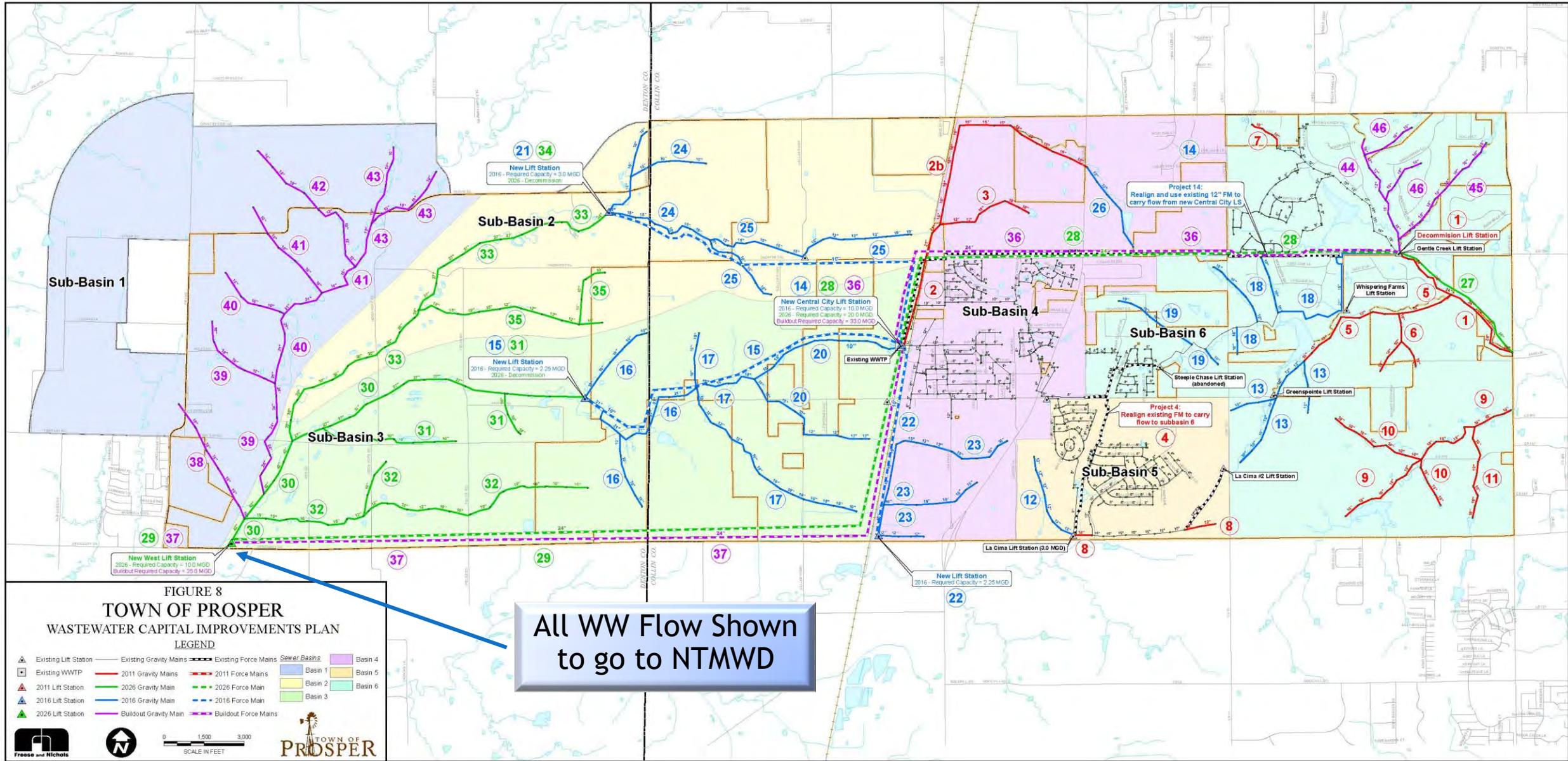
1st St 2 MG EST (2008)

1st St 20-Inch Pipeline (2008)

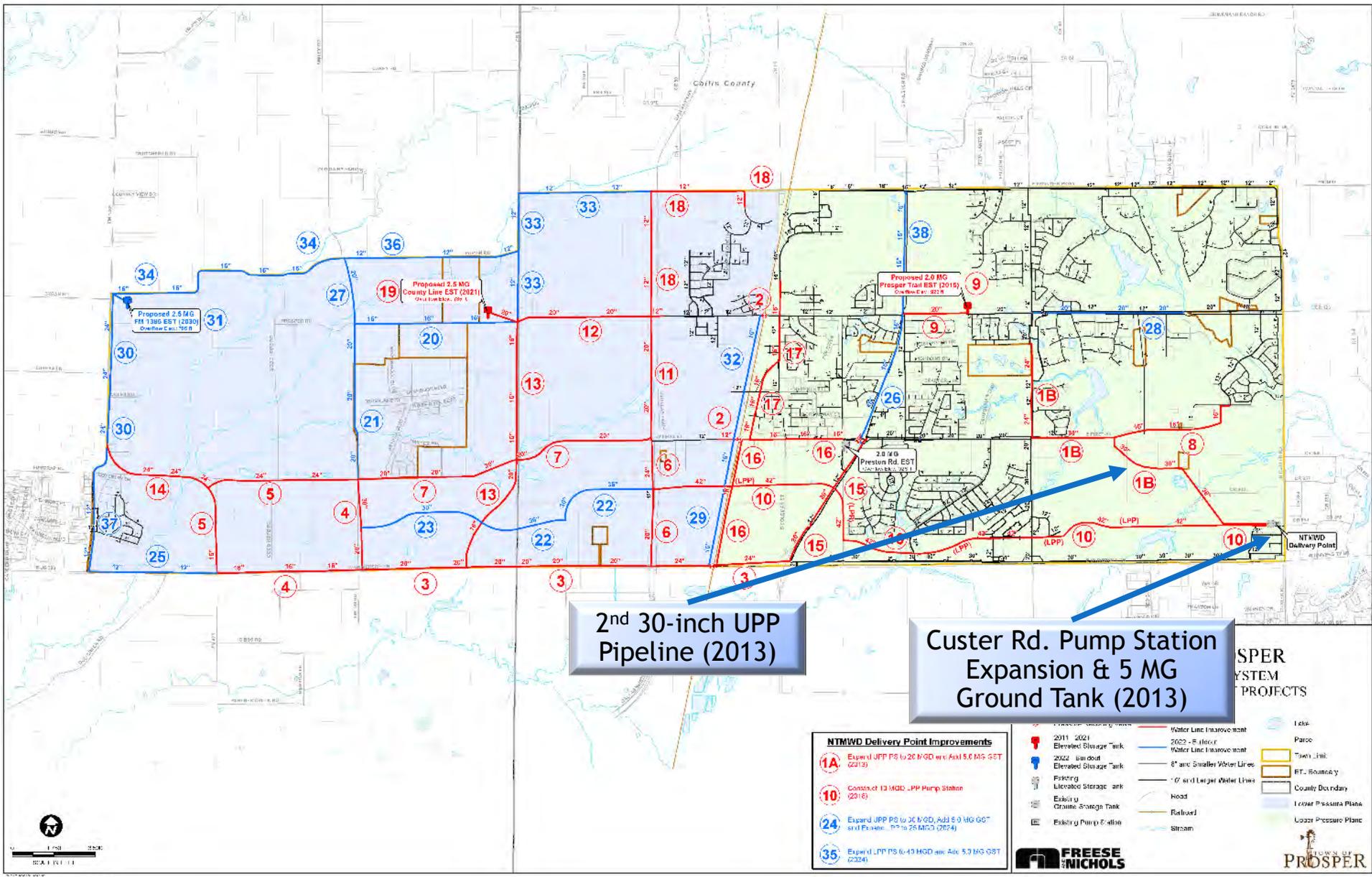
30-Inch 380 Pipeline (2006)

Custer Rd. Pump Station & 3 MG Ground Tank (2006)

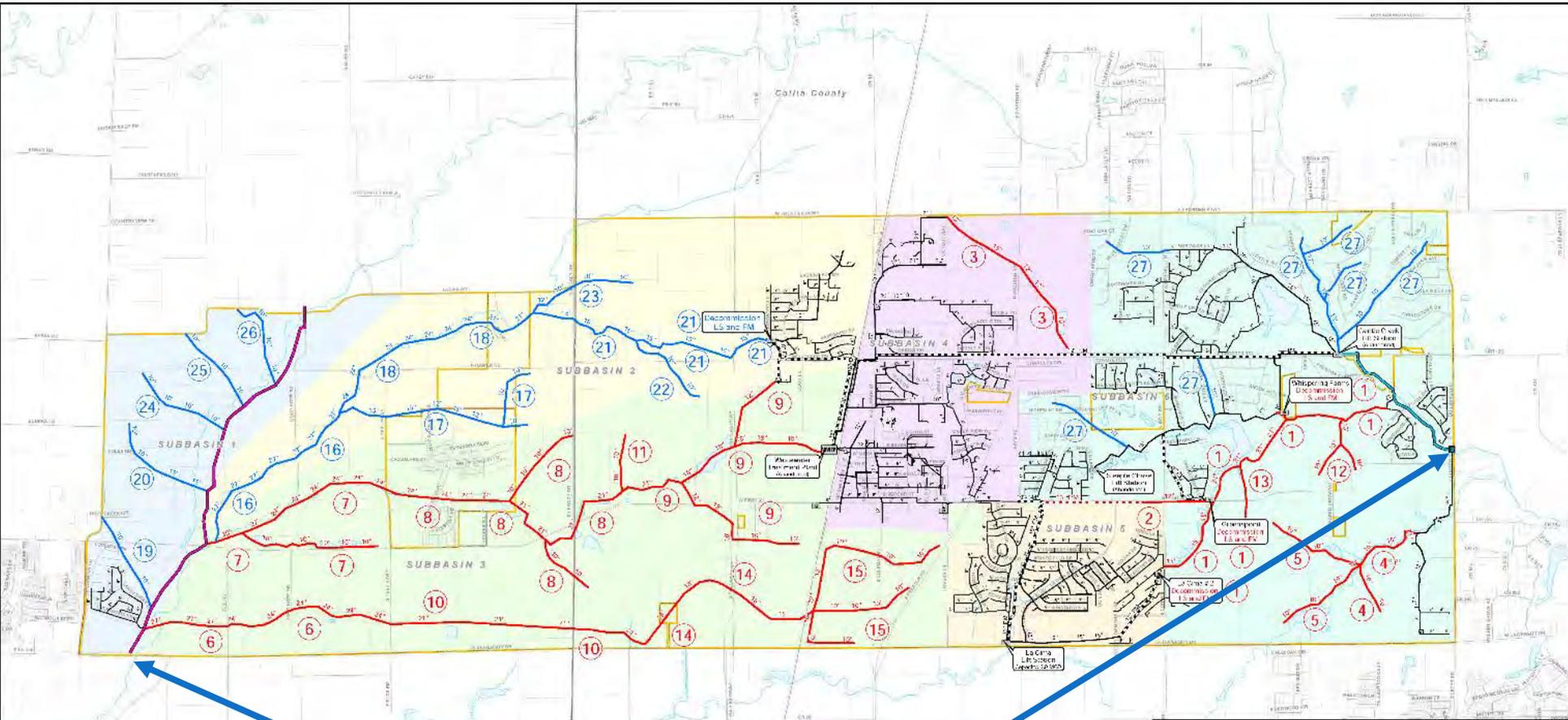
2006 Wastewater Master Plan



2011 Water Master Plan



2011 Wastewater Master Plan



Towns WW Flow Split Between UTRWD and NTMWD

**FIGURE 3-7
TOWN OF PROSPER
BUILDOUT WASTEWATER SYSTEM
CAPITAL IMPROVEMENT PROJECTS**

LEGEND

	Wastewater treatment plant		2011-2021 Wastewater Line		Stream
	Existing L.F. Station		2022+ Buildout Wastewater Line		Lake
	NTMWD Meter		UTRWD Wastewater Line		Pond
	Existing 10" and Larger Wastewater Line		NTMWD Wastewater Line		Town Limit
	Existing 6" and Smaller Wastewater Line		Road		ETJ Boundary
	Existing Force Main		Railroad		County Boundary

MAJOR BASINS

	Subbasin 1		Subbasin 4
	Subbasin 2		Subbasin 5
	Subbasin 3		Subbasin 6

2014 Lower Pressure Plane Water Supply Evaluation

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TECHNICAL MEMORANDUM		 FREES & NICHOLS	Innovative approaches Practical results Outstanding service
713 N. Harke Avenue, Suite 3300 • Dallas, Texas 75201 • 214-217-2200 • fax 214 217 2201		www.fninc.com	
TO:	Hulon Webb, Jr., P.E., Town of Prosper Frank Jaromin, P.E., Town of Prosper		
CC:	Scott Cole, P.E., Freese and Nichols, Inc. Jeff Payne, P.E., Freese and Nichols, Inc.		
FROM:	Melissa Brunger, P.E., Freese and Nichols, Inc.		
SUBJECT:	Lower Pressure Plane Water Supply Evaluation		
DATE:	August 21, 2014		
PROJECT:	PRP13389		



Melissa Brunger
FREES AND NICHOLS, INC.
TEXAS REGISTERED
ENGINEERING FIRM
F-2144

1.0 INTRODUCTION

The Town of Prosper contracted with Freese and Nichols, Inc. (FNI) to provide a life cycle cost comparison of supply to the Lower Pressure Plane from Upper Trinity Regional Water District (UTRWD) and North Texas Municipal Water District (NTMWD). In order to evaluate the water supply options, the volume of water costs, pumping costs, and required capital improvements were determined for the next 30 years. This memorandum does not include providing a water supplier recommendation for the Lower Pressure Plane but provides a life cycle cost comparison for the Town to use in their decision making process.

FNI submitted a memorandum on January 27, 2014 to the Town of Prosper summarizing the results of the analysis of water supply options for the Lower Pressure Plane. Following the submittal of the memorandum, the Town of Prosper received several review comments from UTRWD staff and revised NTMWD rates. Modifications to calculations since the previous technical memorandum include lower initial UTRWD subscription, removal of the UTRWD equity fee beyond 2020, and utilizing revised NTMWD rates received in April 2014.

2.0 PROJECTED WATER DEMANDS

FNI utilized water demand projections for existing, 2021, and Buildout systems from the 2011 *Water, Wastewater, and Roadway Impact Fee Report* performed by FNI for the memorandum submitted in January 2014. To determine annual projections for 2014 through 2020 for the Lower Pressure Plane, FNI utilized the annual phasing plan for the largest development in the Lower Pressure Plane, Windsong Ranch. Based on discussions with Town Staff, two additional maximum day to average day peaking factors scenarios were

2011 Capital Improvements Plan (Current Plan)

Water Demands

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Prosper Water Demands in MGD (2011 Plan)

Year	Avg. Day	Max. Day	Peak Hour
2011	2.50	8.4	16.5
2021	6.8	19.6	38.5
Buildout	21.5	52.4	102.0

Considerations on Town Demands

- 2011-2015 Drought
- Historically wet spring/early summer 2015
- Rapid growth
- Still figuring out what the new post-drought “normal” is

Current Major Facilities (Water)

11

Upper Pressure Plane

- Prosper Trail EST (\$4.9M, 2015)

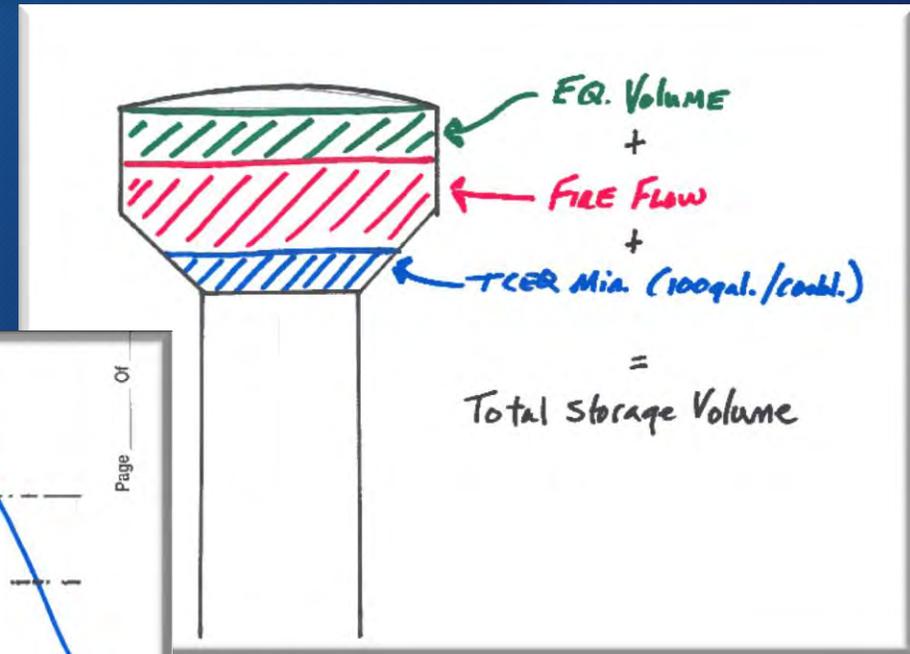
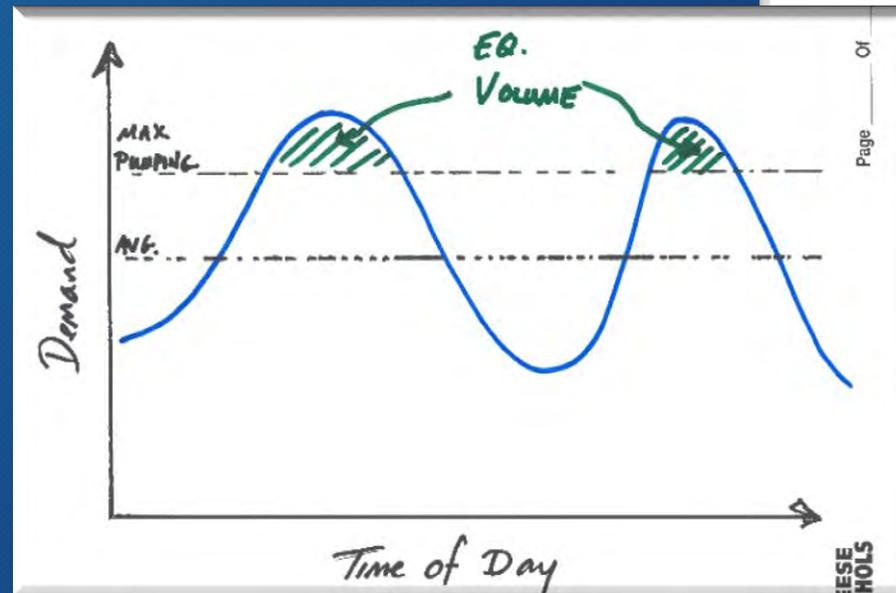
Lower Pressure Plane

- BNSF RR PRVs (\$582K, 2016)

Why Do I Need Elevated Tanks?

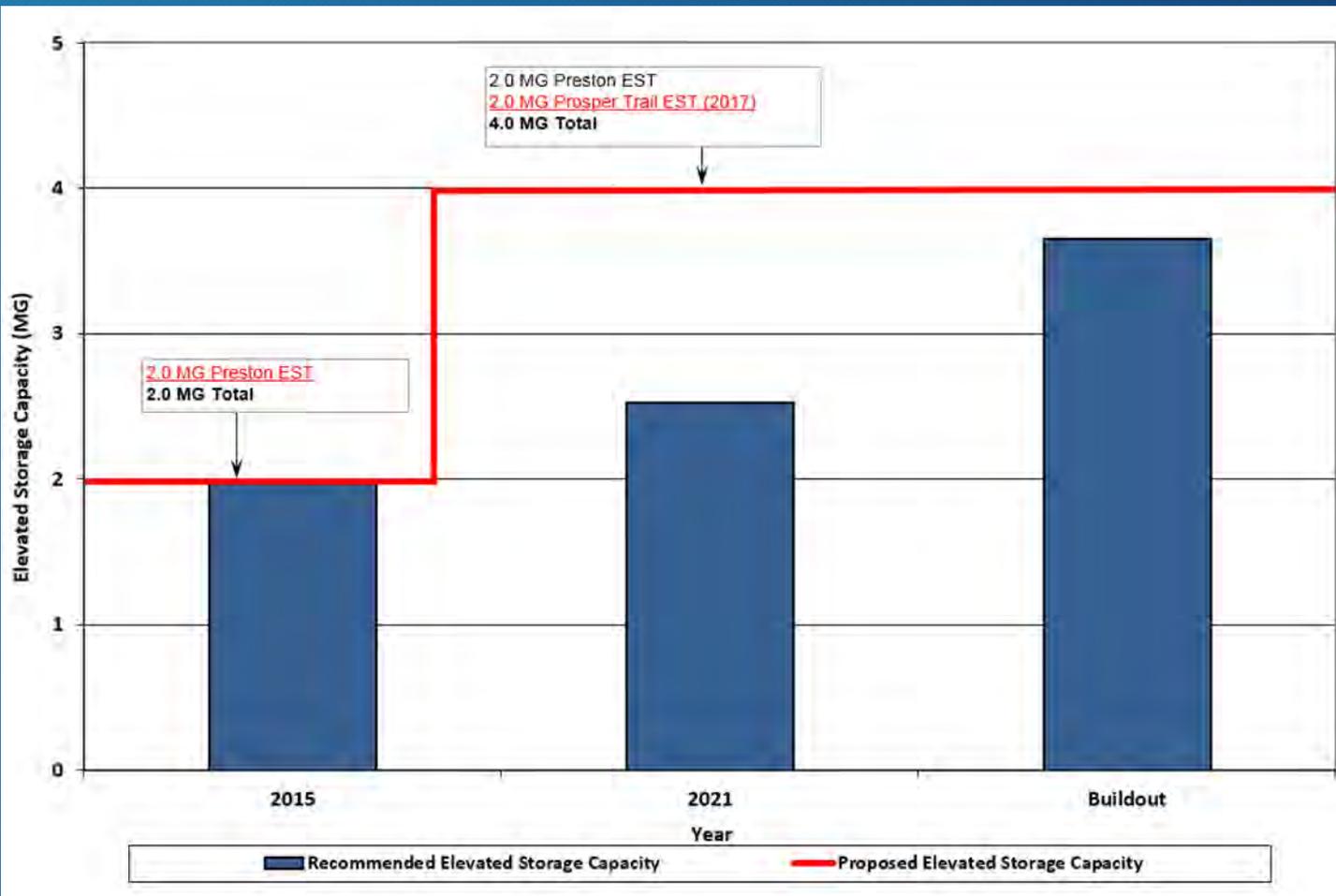
12

Pressure Maintenance & Storage



Trigger for Prosper Trail EST

13



Recommended EST Capacity in 2015 is based on 2015 Actual Town Population and 2011 CIP Design Criteria

- Prosper Trail EST already delayed 2 years (2015 to 2017 in service)
- Current Town elevated storage equals recommended storage need (no buffer)
- Growth is not slowing down
 - Near Tank - 1200 Lots (Frontier Estates, Falls of Prosper, Prosper Lakes, Meadowbrook, Gates)
 - West Side - Star Trail, Windsong, Parks of Legacy, and Glenbrook. These tanks will temporarily serve lower plane

Next Major Facilities (Water)

14

Upper Pressure Plane

Lower Pressure Plane

- Lower Pressure Plane Pump Station, Ground Storage Tank, and Pipeline (\$17.3M, 2018)
- County Line EST (\$5.6M, 2020)

2016 CIP Update will verify and potentially adjust demand projections and project timing

Next Major Facilities (Wastewater)

UTRWD Service Area

- Public Works Interceptor (\$800K, 2015)
- Doe Branch Parallel Interceptor (\$5.2M, 2018)
- Doe Branch 1.5 MGD Plant Expansion #1 (\$20.3M, 2018)
- Doe Branch 1.5 MGD Plant Expansion #2 (\$24.2M, 2024)

NTMWD Service Area

- La Cima #2 Interceptor (Coit-First) (\$465K, 2015)

2016 CIP and Impact Fee Update

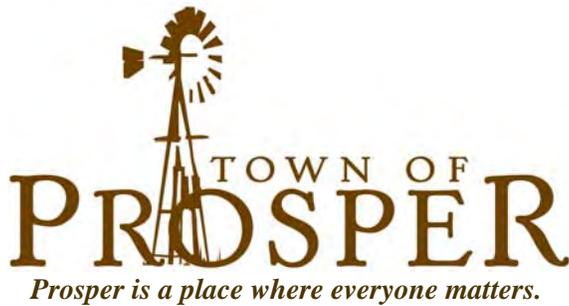
16

2016 CIP and Impact Fee Update

17

- What's basically included in this update effort?
 - Water & Wastewater Master Plan and CIP
 - Water, Wastewater, and Roadway Impact Fee
- Additional Special service Items
 - Water Pressure Recorders - Water Model Verification
 - Wastewater Flow Monitoring - WW Model Verification and WW Peaking Factor Determination
 - Water Peaking Factor Analysis





ENGINEERING

To: Mayor and Town Council

From: Matt Richardson, P.E., Senior Engineer

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – November 10, 2015

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a Professional Engineering Services Agreement between the Town of Prosper, Texas, and Freese & Nichols, Inc., related to the 2016 Impact Fee Update project.

Description of Agenda Item:

The Town of Prosper adopted its current roadway, water, and wastewater impact fees on November 8, 2011. Chapter 395 of the Local Government Code requires that impact fees be reviewed and updated at least every five years. With this statutory deadline approaching in 2016, staff has negotiated a contract with Freese & Nichols, Inc., to provide an update to our roadway, water, and wastewater impact fees.

Town staff has requested the following basic services be included in the scope of the contract: development of land use and growth assumptions; developing demands on the roadway, water, and wastewater systems; updating the water and wastewater system models; updating the roadway, water, and wastewater system capital improvement plans; determining the maximum allowable impact fees; updating the land use equivalency table; developing the impact fee report; and assisting Town staff in presenting the report for approval. Freese & Nichols has submitted a proposal for these basic services totaling \$136,090.

In addition to the basic services described above, staff has requested the following additional services be included in the scope of the contract:

- \$62,270 - Flow monitoring of the wastewater system and calibration of the wastewater system model;
- \$11,450 - Analysis of the peaking factor for the water system; and
- \$5,300 - Pressure testing of the water system and calibration of the water system model.

The basic and additional services result in a total contract amount of \$215,110.

Freese & Nichols has previously prepared the 2006 and 2011 Impact Fee Updates for the Town of Prosper and is familiar with the Town's impact fees and roadway, water, and wastewater systems. Where they previously sub-consulted the roadway impact fees to a third-party, they have recently improved their capability to provide this service in-house which is anticipated to provide improved efficiencies and overall management of the impact fee update process.

Budget Impact:

Funding for the agreement, in the amount of \$105,000, has been budgeted in the thoroughfare, water, and wastewater impact fee funds (Account Numbers 63-5410-99-00-1606-CO, 64-5410-99-00-1606-CO, 66-5410-99-00-1606-CO, 68-5410-99-00-1606-CO). Additional funding for the agreement, in the amount of \$110,110, will be allocated from the thoroughfare, water, and wastewater impact fee funds in an upcoming budget amendment.

Legal Obligations and Review:

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

Attached Documents:

1. Professional Engineering Services Agreement

Town Staff Recommendation:

Town staff recommends that the Town Council authorize the Town Manager to execute a Professional Engineering Services Agreement between the Town of Prosper, Texas, and Freese & Nichols, Inc., related to the 2016 Impact Fee Update project.

Proposed Motion:

I move to authorize the Town Manager to execute a Professional Engineering Services Agreement between the Town of Prosper, Texas, and Freese & Nichols, Inc., related to the 2016 Impact Fee Update project.

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND FREESE AND NICHOLS, INC.
FOR THE WATER, WASTEWATER, AND ROADWAY IMPACT FEE UPDATE PROJECT
([PRJ#1606-CO])**

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

WITNESSETH:

WHEREAS, Town desires to obtain professional engineering services in connection with the **Water, Wastewater, and Roadway Impact Fee Update Project ([Prj#1606-CO])**, hereinafter called "Project";

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

1. **Term of Agreement.** This Agreement shall become effective on the date of its execution by both Parties, and shall continue in effect thereafter until terminated as provided herein.

2. **Services to be Performed by Consultant.** The Parties agree that Consultant shall perform such services as are set forth and described in **Exhibit A - Scope of Services** and incorporated herein as if written word for word. All services provided by Consultant hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of their profession. In case of conflict in the language of Exhibit A and this Agreement, this Agreement shall govern and control. Deviations from the Scope of Services or other provisions of this Agreement may only be made by written agreement signed by all Parties to this Agreement.

3. **Prompt Performance by Consultant.** Consultant shall perform all duties and services and make all decisions called for hereunder promptly and without unreasonable delay as is necessary to cause Consultant's services hereunder to be timely and properly performed. Notwithstanding the foregoing, Consultant agrees to use diligent efforts to perform the services described herein and further defined in any specific task orders, in a manner consistent with these task orders; however, the Town understands and agrees that Consultant is retained to perform a professional service and such services must be bound, first and foremost, by the principles of sound professional judgment and reasonable diligence.

4. **Compensation of Consultant.** Town agrees to pay to Consultant for satisfactory completion of all services included in this Agreement a total fee of Two Hundred Fifteen Thousand One Hundred Ten Dollars and No Cents (\$215,110) for the Project as set forth and described in **Exhibit B - Compensation Schedule** and incorporated herein as if written word for word. Lump sum fees shall be billed monthly based on the percentage of completion. Hourly not to exceed fees shall be billed monthly based on hours of work that have been completed. Direct Costs for expenses such as mileage, copies, scans, sub-consultants, and similar costs are included in fees and shall be billed as completed.

Consultant agrees to submit statements to Town for professional services no more than once per month. These statements will be based upon Consultant's actual services performed and reimbursable expenses incurred, if any, and Town shall endeavor to make prompt payments. Each statement submitted by Consultant to Town shall be reasonably itemized to show the amount of work performed during that period. If Town fails to pay Consultant within sixty (60) calendar days of the receipt of Consultant's invoice, Consultant may, after giving ten (10) days written notice to Town, suspend professional services until paid.

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

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

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

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

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

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

9. **Indemnification.** **CONSULTANT DOES HEREBY COVENANT AND AGREE TO RELEASE, INDEMNIFY AND HOLD HARMLESS TOWN AND ITS OFFICIALS, OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES AND INVITEES FROM AND AGAINST LIABILITY, CLAIMS, SUITS, DEMANDS AND/OR CAUSES OF ACTION, (INCLUDING,**

BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES AND COSTS OF LITIGATION), WHICH MAY ARISE BY REASON OF DEATH OR INJURY TO PROPERTY OR PERSONS BUT ONLY TO THE EXTENT OCCASIONED BY THE NEGLIGENT ACT, ERROR OR OMISSION OF CONSULTANT, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, INVITEES OR OTHER PERSONS FOR WHOM CONSULTANT IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS AGREEMENT.

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

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

Freese and Nichols, Inc.
 Jeff Payne
 Principal
 6136 Frisco Square Blvd., #200
 Frisco, Texas 75034

Town of Prosper
 Harlan Jefferson
 Town Manager
 121 W. Broadway
 PO Box 307
 Prosper, TX 75078

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

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

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

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

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

and agrees that the existence of a prohibited interest during the term of this Agreement will render the Agreement voidable.

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

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

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

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

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

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

FREESE AND NICHOLS, INC.

TOWN OF PROSPER, TEXAS

By: 
Signature

By: _____
Signature

Jeff Payne, P.E.
Printed Name

Harlan Jefferson
Printed Name

Vice President
Title

Town Manager
Title

11/4/15
Date

Date

**EXHIBIT A
SCOPE OF SERVICES**

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND FREESE AND NICHOLS, INC.
FOR THE WATER, WASTEWATER, AND ROADWAY IMPACT FEE UPDATE PROJECT
([PRJ#1606-CO])**

I. PROJECT DESCRIPTION

The purpose of this project is to update the Town's water, wastewater, and roadway capital improvement plans and impact fees.

II. TASK SUMMARY

BASIC SERVICES (LUMP SUM)

Task 1: Kickoff Meeting, Data Collection & Land Use Assumptions

- A1. Project Kickoff Meeting and Obtain Data: Freese and Nichols, Inc. (FNI) will provide the Town with a Data Request Memorandum listing the data needed for this study. FNI will hold a conference call with the Town that will include discussion of the following:
- Present and discuss methodology and approach
 - Scheduling and project coordination
 - Information and data needs from the Town
 - Advisory Committee Meetings
- A2. Roadway Data Collection: FNI will assemble available roadway inventory, pertinent roadway construction cost data and traffic count data available from the Town.
- A3. Develop Land Use Assumptions: Town Staff will develop non-residential and population projections for existing, 5-year, 10-year, and buildout conditions by planning area and provide the data to FNI in a GIS shapefile or Excel spreadsheet.

Task 2: Water and Wastewater System Analysis and CIP Update

- B1. Develop and Distribute Updated Water Demands: FNI will review historical water usage records and use information to update per capita water usage, non-residential usage and peaking factors. FNI will develop water demand projections for existing, 5-year, 10-year and buildout conditions. FNI will obtain and geocode water billing records to distribute existing calculated water demands. FNI will utilize population and non-residential growth by service area to distribute future calculated water demands.
- B2. Develop and Distribute Updated Wastewater Flows: FNI will review historical wastewater flows to update per capita wastewater usage, non-residential usage and peaking factors. FNI will develop wastewater flow projections for existing, 5-year, 10-year and buildout conditions. FNI will allocate existing and future calculated wastewater flows into the wastewater model based on population and non-residential growth by service area.
- B3. Update Water System Model and Calibration: FNI will utilize updated GIS files of the water system and record drawings of recently constructed improvements to update the steady-state H2OMAP Water model for 10-inch and larger water lines and critical 8-inch water lines. FNI will conduct a steady-state model

calibration run for the water system model to confirm the model represents real-world operational conditions.

- B4. Perform Modeling of Existing Water System: FNI will utilize updated water model to perform steady state modeling of the existing water system for average day, maximum day water demands, peak hour and fire flow operating conditions to determine capacity and deficiencies within the existing water system. FNI will evaluate the Town's compliance with TCEQ capacity requirements including elevated storage, total storage, and pumping capacity.
- B5. Update Wastewater System Model and Existing System Analysis: FNI will update the wastewater model in H2OMAP Sewer software using the updated GIS and as-built drawings of facilities. The model will consist of 10-inch and larger lines and critical 8-inch lines. FNI will utilize the updated model to perform modeling of the existing wastewater system.
- B6. Review Meeting: FNI will meet with Town Staff to discuss water demand and wastewater flow projections, water model validation, and existing system analysis.
- B7. Determine Water and Wastewater System Improvement Alternatives: FNI will utilize buildout system water and wastewater model runs to determine improvement alternatives needed to meet projected growth through Buildout. FNI will utilize the 5-year and 10-year model runs to determine which improvement alternatives are needed in the next 5 and 10 years, respectively. Wastewater facilities and lines will be sized to meet peak wet weather flows, and water facilities and lines will be sized to provide adequate fire flows under maximum day demand conditions and meet peak hour demands with adequate residual pressures.
- B8. Develop Draft Water and Wastewater Capital Improvement Plan (CIP) Costs, Phasing Plan & Mapping: FNI will develop costs for each proposed water and wastewater system project. Costs will be in Year 2016 dollars and will include engineering and contingencies. FNI will develop draft CIP scheduling of projects based on modeling and mapping showing project locations. FNI will also develop maps with only impact fee eligible projects.
- B9. Review Meeting: FNI will meet with the Town to discuss future water and wastewater system improvements.

Task 3: Water and Wastewater Impact Fee Analysis

- C1. Determine Water and Wastewater CIP Capacity and Calculate Water & Wastewater Costs Eligible for Impact Fee Cost Recovery: Following approval of the water and wastewater impact fee CIPs by Town Staff, FNI will determine the existing and projected 10-year utilized capacity of water and wastewater capital improvements. FNI will utilize project costs of water and wastewater system improvements and percent utilization of improvements to support growth over the next 10-year time period to calculate water and wastewater costs to be applied for impact fee analysis.
- C2. Develop Service Unit Equivalents (SUEs) for Water & Wastewater: FNI will utilize equivalent capacity of water meters to establish the service unit equivalents (SUEs) required in Chapter 395 of the Local Government Code for both existing and 10-year projected growth conditions for water and wastewater.
- C3. Calculate Maximum Allowable Water and Wastewater Impact Fees without Credit Calculation: FNI will develop maximum allowable water and wastewater impact fees in accordance with Chapter 395 of the Texas Local Government Code using existing and proposed capital improvement costs to support 10-year growth based on projected increase in SUEs. FNI will utilize the 50% credit methodology outlined in Chapter 395. A detailed credit calculation will not be performed.

Task 4: Roadway Impact Fee Analysis

- D1. Existing Capital Improvements Inventory Update: Based on the data assembled and collected and service area boundaries, an inventory and analysis of existing roadways will be prepared for major roadways in the Town. The inventory will contain the following information of existing collector and arterial status roadways by service area:
- Roadway segment name and limits
 - Length (in miles), number of lanes and facility type (divided, undivided, collector, arterial, etc.)
 - PM peak hour directional volumes

As existing conditions analysis will be prepared to calculate capacity provided and utilized of existing capital improvements. Any roadway deficiencies identified will be summarized by service area for use in the capital improvements analysis.

- D2. Determination of Projected Roadway Demand: Determination of projected roadway demand over the 10-year planning period will be based on socio-demographic data developed in the land use assumptions report prepared as part of the update process. FNI will coordinate with the Study Team to ensure growth projections are compatible with travel forecast needs. The service unit equivalency table developed in Task D5 will serve as the basis for determination of the number of service units generated within individual service areas over the ten-year planning period.
- D3. Prepare Roadway Capital Improvements Program: An updated impact fee CIP will be prepared incorporating growth considerations over the ten-year plan period, the Town Thoroughfare Plan, fiscal constraints and Town Staff input. This process will include the identification and recommendation of specific roadway projects for inclusion into the impact fee CIP list. Cost information of both existing and proposed capital projects will be collected and developed for inclusion into an updated CIP database. For completed projects (identified as part of the previous impact fee system CIP), incorporation of actual cost data will be included as per legislative requirements. The Town will provide cost data for completed projects and will include costs incurred for construction, engineering right-of-way and debt service. For projects additions to CIP, appropriate historic unit cost data will be collected from the Town and used as a basis for cost estimates by FNI.

An evaluation of existing impact fee CIP projects will also be performed to confirm that excess capacity is available for projects to be retained in the impact fee program.

- D4. Roadway CIP Database Update and Maximum Fee Calculation: CIP data will be compiled into an updated roadway projects database. This database will be prepared by service area and include the following information:
- Roadway segment name and limits.
 - Number of lanes, length and facility type.
 - Project cost information (construction, engineering, ROW, debt service).
 - Capacity provided by CIP projects, utilized and percent attributable to new development.
 - Project cost attributable to new development.

Based on data compiled into the CIP database, an updated maximum cost per service unit will be calculated for service areas within the Town.

- D5. Update of Land Use Equivalency Table: The land use equivalency table will be updated/expanded based on Town Staff input. Traffic data will be based on information presented in the Institute of Transportation Engineers, Trip Generation Manual, 9th Edition and any supplemental information of trip type activity. Subject to availability of data, up to ten (10) land uses not listed in ITE's Trip Generation will be researched and incorporated. Trip length information will be derived from the latest work place survey compiled by the North Central Texas Council of Governments.

Task 5: Impact Fee Report Development and Meeting Attendance

- E1. Develop Draft Impact Fee Update Report: FNI will prepare and provide one (1) electronic PDF copy and five (5) hardcopies of the draft water, wastewater and roadway impact fee update report discussing methodology and impact fee calculations. The report will include mapping showing the existing system and proposed system improvements required to meet projected 10-year growth and maximum allowable water, wastewater, and roadway impact fees.
- E2. Conference Call: FNI will have a conference call with the Town Staff to discuss the report findings, impact fee calculations, and maximum allowable water, wastewater and roadway impact fees for the Town. Following the conference call, FNI will incorporate revisions into the Impact Fee Update Report.
- E3. Impact Fee Process Meetings: Meetings with Town Staff, advisory committee and the Town Council will be held at critical project milestones to present data and obtain project feedback. In addition to meetings with Town Staff, it is anticipated that four (4) meetings will be held throughout the impact fee process and include three (3) advisory committee meetings and one (1) public hearing. FNI will prepare presentations and obtain feedback from Town Staff prior to the meetings. The presentations will also include an analysis of the total cost of development with building permit fees, provided by Town Staff, incorporated.
- E4. Impact Fee Benchmarking: Town Staff will develop comparison tables of impact fees of the Town with area peer cities for use by the Town in considering collection rates. Town Staff and/or the CIAC will identify up to eight (8) area cities for the comparison. Fee comparisons will be based on land use types of single-family residential, general retail or office, restaurant, etc. Up to five (5) land use types will be compared. Town Staff will prepare a chart depicting the combined result of wastewater and roadway impact fees for each land use.
- E5. Finalize Impact Fee Study Report: Based on comments by Town Staff, FNI will finalize and provide one (1) electronic PDF copy and ten (10) hardcopies of the final Water, Wastewater and Roadway Impact Fee Study to the Town.

SPECIAL SERVICES

Task 6: Additional Wastewater Analysis

- 1. Identify and Map Flow Monitoring Locations: FNI will identify up to six (6) locations for flow monitoring based on model calibration needs and areas of concern from the Town. FNI will prepare procedures for testing showing proposed locations of testing, duration of testing, and required data and assistance from the Town during testing period.
- 2. Conduct Flow Monitoring: FNI will assist and coordinate with the Town in performing flow monitoring. Velocity and depth readings will be obtained at 15-minute intervals to allow analysis of flow at that point. The flow metering equipment will be maintained and data collected for a period of forty-five (45) days to cover representative dry weather flows and any rainfall events which may happen to occur. Two (2) rainfall gauges will also be installed within the study area to obtain localized rainfall data.
- 3. Flow Data Analysis and Evaluation: FNI will reduce raw field monitoring data and tabulate 15-minute flow data for the entire flow monitoring period. FNI will evaluate temporary flow meter data to quantify base average dry weather flow, peak dry weather flow, and peak wet weather flow rates, quantity of infiltration and inflows from each sewer basin, and update recommendations for infiltration and inflow allowances.

4. Conduct Wastewater Model Calibration: FNI will conduct model calibration by adjusting Manning's roughness factors, force main C-factors, peaking factors, and load distribution until modeling results match the field measurements. FNI will provide comparison graphs and mapping to document model calibration results.

Task 7: Peaking Factor Analysis

1. FNI will conduct a maximum day to average day peaking factor analysis by identifying measures to reduce the peaking factor, such as watering restrictions, rate increases, and the use of smart controller technology for irrigation, and quantifying the potential impact on the peaking factor. FNI will determine the impact of the reduced maximum day to average day peaking factor on the water system CIP and present findings to the Town Council.

Task 8: Conduct Pressure Testing

1. FNI will assist and coordinate with the Town in performing water system pressure testing. Testing will consist of recording pressure readings at up to nine (9) locations for a one week time period. FNI will set up the pressure recorders for the desired recording interval and download and process the field testing data. The Town will install and remove the pressure recorders on the designated fire hydrants. FNI will obtain SCADA data for one week of peak summer usage, one week of typical average day usage, and pressure testing period.

III. DELIVERABLES

Task 1 - Kickoff Meeting, Data Collection & Land Use Assumptions	-Documentation of land use assumptions (included in report)
Task 2 - Water and Wastewater System Analysis and CIP Update	-One (1) PDF copy of the Water Impact Fee CIP with costs -One (1) PDF copy of the Water CIP with costs -One (1) PDF copy of the Wastewater Impact Fee CIP with costs -One (1) PDF copy of the Wastewater CIP with costs
Task 3 - Water and Wastewater Impact Fee Analysis	-Documentation of impact fee calculations and maximum allowable fee (included in report)
Task 4 - Roadway Impact Fee Analysis	-One (1) PDF copy of the Roadway Impact Fee CIP with costs
Task 5 - Impact Fee Report Development and Meeting Attendance	-One (1) PDF copy and five (5) hardcopies of the draft Water, Wastewater and Roadway Impact Fee Study Report -One (1) PDF copy and ten (10) hardcopies of the final Water, Wastewater and Roadway Impact Fee Study Report
Task 6 - Additional Wastewater Analysis	-One (1) PDF copy of flow monitoring map, wastewater flow monitoring results, and model calibration results (included in report)
Task 7 - Peaking Factor Analysis	-Documentation of peaking factor analysis (included in report)
Task 8 - Conduct Pressure Testing	-One (1) PDF copy of pressure testing map and results (included in report)

**EXHIBIT B
COMPENSATION SCHEDULE**

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND FREESE AND NICHOLS, INC. FOR THE
WATER, WASTEWATER, AND ROADWAY IMPACT FEE UPDATE PROJECT
([PRJ#1606-CO])**

I. COMPENSATION SCHEDULE

Task	Completion Schedule	Compensation Schedule
Notice-to-Proceed	November 2015	
Task 1 - Kickoff Meeting, Data Collection & Land Use Assumptions	December 2015	\$5,040
Task 2 - Water and Wastewater System Analysis and CIP Update	May 2016	\$49,430
Task 3 - Water and Wastewater Impact Fee Analysis	July 2016	\$17,790
Task 4 - Roadway Impact Fee Analysis	April 2016	\$17,530
Task 5 - Impact Fee Report Development and Meeting Attendance	October 2016	\$46,300
Task 6 - Additional Wastewater Analysis	March 2016	\$62,270
Task 7 - Peaking Factor Analysis	January 2016	\$11,450
Task 8 - Conduct Pressure Testing	December 2015	\$5,300
Total Compensation		\$215,110

II. COMPENSATION SUMMARY

Basic Services (Lump Sum)	Amount
Task 1 - Kickoff Meeting, Data Collection & Land Use Assumptions	\$5,040
Task 2 - Water and Wastewater System Analysis and CIP Update	\$49,430
Task 3 - Water and Wastewater Impact Fee Analysis	\$17,790
Task 4 - Roadway Impact Fee Analysis	\$17,530
Task 5 - Impact Fee Report Development and Meeting Attendance	\$46,300
Total Basic Services:	\$136,090

Special Services (Hourly Not-to-Exceed)	Amount
Task 6 - Additional Wastewater Analysis	\$62,270
Task 7 - Peaking Factor Analysis	\$11,450
Task 8 - Conduct Pressure Testing	\$5,300
Total Special Services:	\$79,020

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

**EXHIBIT C
INSURANCE REQUIREMENTS**

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND FREESE AND NICHOLS, INC.
FOR THE WATER, WASTEWATER, AND ROADWAY IMPACT FEE UPDATE PROJECT
([PRJ#1606-CO])**

I. COMMON REQUIREMENTS

Consultant shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, his agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by Consultant. Consultant shall declare any deductible or self-insured retentions in excess of Ten Thousand Dollars (\$10,000) for approval by the Town.

Consultant shall maintain insurance policies with a company that maintains a financial strength rating of "A- VI" or greater by A.M. Best's Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas. A certificate of insurance meeting all requirements and provisions outlined herein shall be provided to Town prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration.

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

II. GENERAL LIABILITY INSURANCE

Consultant shall maintain a general liability insurance policy in an amount not less than One Million Dollars (\$1,000,000) for each occurrence, and Two Million Dollars (\$2,000,000) in the aggregate for third-party bodily injury, personal injury, and property damage. Policy will include coverage for premises/operations, broad form contractual liability, products and completed operations, personal injury, and broad form property damage.

Town, its officers, officials, employees and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of Consultant, products and completed operations of Consultant, premises owned, occupied or used by consultant. The coverage shall contain no special limitations on the scope of protection afforded to Town, its officers, officials, employees or volunteers.

Consultant's insurance coverage shall be primary insurance in respects to Town, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by Town, its officers, officials, employees or volunteers shall be in excess of the provider's insurance and shall not contribute with it.

Any failure to comply with reporting provisions of the policy shall not affect coverage provided to Town, its officers, officials, employees or volunteers.

Consultant's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the insured's limits of liability.

III. AUTOMOBILE LIABILITY

Consultant shall maintain an automobile liability policy in an amount not less than Five Hundred Thousand Dollars (\$500,000) combined single limit. Automobile liability shall apply to all owned, hired, and non-owned autos that will be used under this Agreement.

III. PROFESSIONAL LIABILITY

Consultant shall maintain a professional liability (errors and omissions) insurance policy in an amount not less than One Million Dollars (\$1,000,000) for each claim, and Two Million Dollars (\$2,000,000) in the aggregate. A "claims made" policy is acceptable coverage which must be maintained during the course of the Project, and up to two (2) years after completion and acceptance of the Project by Town.

IV. WORKERS COMPENSATION

Consultant shall maintain all Statutory Workers Compensation Insurance as required by the laws of the State of Texas. The insurer shall agree to waive all rights of subrogation against Town, its officers, officials, employees and volunteers for losses arising from work performed by Consultant for the Project.

V. OTHER INSURANCE REQUIREMENTS

Umbrella coverage or excess liability coverage ___ is / X is not required. If Project size and scope warrant, and if required by this section, Consultant shall maintain an umbrella coverage or excess liability coverage insurance policy in an amount of Two Million Dollars (\$2,000,000).

XCU coverage ___ is / X is not required. If Project scope warrants, and if required by this section, Consultant shall maintain XCU coverage not less than One Million Dollars (\$1,000,000) for each occurrence, and Two Million Dollars (\$2,000,000) in the aggregate.

**EXHIBIT E
CONFLICT OF INTEREST QUESTIONNAIRE
PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND FREESE AND NICHOLS, INC.
FOR THE WATER, WASTEWATER, AND ROADWAY IMPACT FEE UPDATE PROJECT
([PRJ#1606-CO])**

<p>CONFLICT OF INTEREST QUESTIONNAIRE</p> <p>For vendor or other person doing business with local governmental entity</p>	<p>FORM CIQ</p>
<p><small>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</small></p> <p><small>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</small></p> <p><small>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</small></p> <p><small>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</small></p>	<p align="center">OFFICE USE ONLY</p> <p>Date Received</p>
<p>1 Name of person who has a business relationship with local governmental entity.</p>	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p align="center"><small>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</small></p>	
<p>3 Name of local government officer with whom filer has employment or business relationship.</p> <p align="center">_____</p> <p align="center"><small>Name of Officer</small></p> <p><small>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</small></p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>	
<p>4</p> <p align="center">_____</p> <p align="center"><small>Signature of person doing business with the governmental entity</small></p> <p align="center">_____</p> <p align="center"><small>Date</small></p>	

Adopted 06/29/2007