

**Agenda**  
**Prosper Town Council Meeting**  
Council Chambers  
Prosper Town Hall  
250 W. First Street, Prosper, Texas  
Tuesday, September 13, 2022  
**6:15 PM**

**Notice Regarding Public Participation**

Welcome to the Prosper Town Council. Individuals may attend the meeting in person, or access the meeting via videoconference, or telephone conference call.

Join the Zoom Meeting by clicking on the following link: <https://us02web.zoom.us/j/87189889684>

To join the meeting by phone, dial (346) 248-7799

Enter Meeting ID: 871 8988 9684

**Addressing the Town Council:**

Those wishing to address the Town Council must complete the [Public Comment Request Form](#) located on the Town website or in Council Chambers.

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

**If you are attending online/virtually**, please submit this form to the Town Secretary prior to 4:00 p.m. on the day of the meeting. Please ensure your full name appears on the screen and you are unmuted so the meeting moderator can recognize you and allow you to speak. The Chat feature is not monitored during the meeting. The Town assumes no responsibility for technical issues that are beyond our control.

**If you encounter any problems joining or participating in the meeting, please call our help line at 972-569-1191 for assistance.**

**Call to Order/ Roll Call.**

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

**Announcements of recent and upcoming events.**

**Presentations.**

1. Presentation of a Proclamation to members of the Shawnee Trail Chapter of the National Society of the Daughters of the American Revolution declaring September 17-23, 2022, as Constitution Week. (MLS)
2. Receive an update regarding the Pickleball Tournament. (TH)
3. Receive an update from the IT Department. (LJ)

## **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.

- [4.](#) Consider and act upon the minutes of the August 23, 2022, Town Council meeting. (MLS)
- [5.](#) Consider and act upon the minutes of the August 29, 2022, Town Council special meeting. (MLS)
- [6.](#) Consider and act upon the minutes of the August 30, 2022, Town Council special meeting. (MLS)
- [7.](#) Receive the Quarterly Investment Report. (RBS)
- [8.](#) Consider and act upon a resolution approving the Town of Prosper and Prosper Economic Development Corporation (PEDC) Investment Policy and Investment Strategy and approving the list of qualified brokers/dealers and financial institutions that are authorized to engage in investment transactions with the Town of Prosper and the PEDC. (RBS)
- [9.](#) Consider and act upon a resolution authorizing various individuals as signers of specific accounts and certain investment matters. (RBS)
- [10.](#) Consider authorizing the Town Manager to amend an existing contract by changing the scope of services with Pattillo, Brown Hill L.L.P. (PBH) from external audit services to professional services for an amount not to exceed \$45,000.00. (RBS)
- [11.](#) Consider and act upon adopting the FY 2022-2023 Prosper Economic Development Corporation budget. (MM)
- [12.](#) Consider and act upon approving Amendment Sixteen to the Interlocal Agreements between Collin County and the Town of Prosper, Texas, for Animal Sheltering Services and Animal Control Services; and authorizing the Interim Town Manager to execute the same. (MB)
- [13.](#) Consider and act upon the appointment of a Municipal Judge, and authorize the Mayor to execute an agreement for same. (MLS)
- [14.](#) Consider and act upon awarding CSP No. 2022-54-B to Ratliff Hardscape, Ltd. related to construction services for the Pecan Grove Park, Ph 2 (2145-PK), and authorizing the Interim Town Manager to execute a construction agreement for same. (DB)
- [15.](#) Consider and act upon authorizing the Interim Town Manager to execute a Professional Engineering Services Agreement between Kimley - Horn and Associates, Inc., and the Town of Prosper, Texas, related to the development of the Town of Prosper ADA Transition Plan. (HW)
- [16.](#) Consider and act upon awarding CSP No. 2022-48-B to Mario Sinacola & Sons Excavating, Inc., related to construction services for the First Street (Coit to Custer) - 4 lanes project; and authorizing the Interim Town Manager to execute a construction agreement for same. (HW)

- [17.](#) Consider and act upon authorizing the Interim Town Manager to execute a Professional Services Agreement between Freese and Nichols, Inc., and the Town of Prosper, Texas, related to the update of the Comprehensive Plan. (DS)
- [18.](#) Consider and act upon a resolution authorizing the Interim Town Manager, and/or his/her designee, to apply for the Office of the Governor, Criminal Justice Division, Bullet-Resistant Shield Grant Program, FY2023. (DK)
- [19.](#) Consider an act upon approval of the Prosper Youth Sports Commission (PYSC) Bylaw amendments. (DB)
- [20.](#) 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 Plans and Preliminary Site Plans, including Lighthouse Church, First Baptist Church, and PISD Bryant Elementary School. (DS)

### **CITIZEN COMMENTS**

The public is However invited to address the Council on any topic., the Council is unable to discuss or take action on any topic not listed on this agenda. Please complete a "Public Comment Request Form" and present it to the Town Secretary prior to the meeting.

### **REGULAR AGENDA:**

If you wish to address the Council, please fill out a "Public Comment Request Form" and present it to the Town Secretary, preferably before the meeting begins. Pursuant to Section 551.007 of the Texas Government Code, individuals wishing to address the Council for items listed as public hearings will be recognized when the public hearing is opened. For individuals wishing to speak on a non-public hearing item, they may either address the Council during the Citizen Comments portion of the meeting or when the item is considered by the Town Council.

### **Items for Individual Consideration:**

- [21.](#) Conduct a public hearing and consider and act upon a request to rezone 7.9± acres from Office (O) to Planned Development-Office (PD-O), generally to modify the development standards to facilitate an office/retail development, including drive-through coffee shop as a permitted use, located on the northwest corner of Preston Road and Coleman Road. (Z21-0013). (DS)
- [22.](#) Conduct a public hearing and consider and act upon a request to rezone 5.6± acres from PD-21 and Single Family-15 (SF-15) to a new Planned Development-Office/Retail (PD-O/R) for office and retail uses, located on the west side of Preston Road north of Broadway Street. (Z22-0014). (DS)
- [23.](#) Conduct a public hearing and consider and act upon a request to rezone 11.3+- acres of Commercial (C) to Planned Development-Commercial (PD-C) to allow uses such as luxury office/warehouse, automobile storage, and recreational vehicle parking, located on the west side of Coleman Street, south of Prosper Trail. (Z22-0008). (DS)
- [24.](#) Conduct a public hearing and consider and act upon a request for a Specific Use Permit (SUP) for a Private Street Development, on 16.4± acres, located on the south side of First Street, east of Coit Road (S22-0008). (DS)

- [25.](#) Consider and act upon an ordinance adopting the fiscal year (FY) 2022-2023 Annual Budget and Capital Improvement Program for the fiscal year beginning October 1, 2022 and ending September 30, 2023. (RBS)
- [26.](#) Conduct a public hearing to consider and act upon an ordinance adopting a tax rate of \$0.51 per \$100 valuation for fiscal year 2022-2023. (RBS)
- [27.](#) Make a motion to ratify the property tax increase in the budget for fiscal year (FY) 2022-2023. (RBS)
- [28.](#) Consider and act upon an ordinance amending Article 1.04, "Boards, Commissions and Committee," of Chapter 1, "General Provisions," of the Code of Ordinances establishing the Community Engagement Committee as a standing advisory committee to the Town Council. (RB)

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

- 29. Discuss update to the Thoroughfare Plan. (HW)
- 30. Discussion regarding a potential Capital Improvements Sub-Committee. (RKP)

**EXECUTIVE SESSION:**

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

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

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

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

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

*Section 551.071 - To consult with the Town Attorney to address legal issues associated with board and commission member terms of office, and all matters incident and related thereto.*

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

**Adjourn.**

**CERTIFICATION**

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted at Prosper Town Hall, located at 250 W. First Street, Prosper, Texas 75078, a place convenient and readily accessible to the general public at all times, and said Notice was posted by 5:00 p.m., on Friday, September 9, 2022, and remained so posted at least 72 hours before said meeting was convened.

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Michelle Lewis Sirianni, Town Secretary

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Date Notice Removed

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

**NOTICE**

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

**NOTICE OF ASSISTANCE AT PUBLIC MEETINGS:** The Prosper Town Council meetings are wheelchair accessible. For special services or assistance, please contact the Town Secretary's Office at (972) 569-1011 at least 48 hours prior to the meeting time.



*Prosper is a place where everyone matters.*

**MINUTES**

**Prosper Town Council Meeting**  
Council Chambers  
Prosper Town Hall  
250 W. First Street, Prosper, Texas  
Tuesday, August 23, 2022

**Call to Order/ Roll Call.**

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

**Council Members Present:**

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

**Staff Members Present:**

- Ron K. Patterson, Interim Town Manager
- Michelle Lewis Sirianni, Town Secretary
- Bob Scott, Executive Director of Administrative Services
- Robyn Battle, Executive Director of Community Services
- Hulon Webb, Interim Executive Director of Development and Infrastructure Services
- David Soto, Planning Manager
- Todd Rice, Communications Manager
- Mary Branch, Health & Code Compliance Supervisor
- Brady Cudd, Building Official
- Dan Baker, Parks and Recreation Director
- Leslie Scott, Director of Library Services
- Doug Kowalski, Police Chief
- Stuart Blasingame, Fire Chief

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

Jim Lugar with Life Journey Church led the invocation. The Pledge of Allegiance and the Pledge to the Texas Flag were presented and recited by Cub Scout Pack 1902.

**Announcements of recent and upcoming events.**

Councilmember Kern made the following announcements:

Residents are reminded that Town Hall Offices will be closed on Monday, September 5 for the Labor Day Holiday. Due to the holiday, residents whose trash service falls on Monday will be delayed by one day. The special bulk drop off location at Public Works will also be closed on Saturday, September 3.

Join us for the next Discover Downtown event series on Saturday, September 10 for Paws on Broadway from 1:00 p.m. to 4:00 p.m. Bring your pup downtown to enjoy ball pits, mini pools, obstacle courses, paw painting and playful competitions. Exhibits will also be onsite featuring dog treats, dog trainers, dog spa/resorts, animal clinics, and the Collin County Animal Shelter.

Residents can hunt trees as part of the Parks and Recreation annual Champion Tree Contest. The species of the tree to hunt will be posted on the Parks and Recreation Facebook page on Thursday, September 15. An online entry form will be available with the winning tree to be announced at the Prosper Arbor Day Celebration on Saturday, November 5.

Join us for a Moonlight Movie featuring the family film “Encanto” as part of the Discover Downtown event series on Saturday, September 24. The event kicks off with strolling movie characters, lawn games, balloon artists, shaved ice, and popcorn. Games will open at 7:00 p.m. with movie beginning at 8:30 p.m. For more information, visit the events page from the homepage of the Town’s website.

Join us for “Celebrate Prosper” on Saturday, October 8 at Frontier Park. This fun community celebration will feature live music and BBQ. The event is presented by the Parks and Recreation Department with support of Sponsors and community partners. For more information, visit the events page from the homepage of the Town’s website.

Mayor Bristol introduced and welcomed Ron K. Patterson, Interim Town Manager.

### **Presentations.**

**1. Receive an update on the Prosper Fire Station No. 4 Design Development project. (SB)**

Chief Blasingame presented an update on the design costs associated with Fire Station No. 4, reviewed current design, and a proposed reduction of design of 2300 square feet. Due to being at the end of the design phase, staff is seeking direction on the preferred proposed plan.

The Town Council discussed the design options and the costs associated with the project. The consensus of the Council was to move forward with the larger footprint and continue with the design and development of construction documents. Council will re-evaluate the project in January 2023 to determine whether to proceed with construction as scheduled or delay the project.

### **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.

**2. Consider and act upon the minutes of the August 9, 2022, Town Council meeting. (MLS)**

**3. Consider and act upon authorizing the Interim Town Manager to execute a Tower Site Lease Agreement between T-Mobile West, LLC, and the Town of Prosper, Texas, related to the lease of Town property located at 1240 Frontier Parkway. (Frontier Park) (RBS)**

**4. Consider and act upon Resolution 2022-49 ratifying the Mayor's signatures on certain documents. (MLS)**

Councilmember Ray made a motion to approve consent agenda items 2 thru 4. Councilmember Cotten seconded the motion, and the motion was unanimously approved.

## **CITIZEN COMMENTS**

John Fowler with First Presbyterian Church publicly thanked and acknowledged the Police and Fire Departments for their quick response and managing of the fire that took place at the church.

### **Items for Individual Consideration:**

- 5. Conduct a public hearing and consider and act upon a request for a Sign Waiver at 4200 W. University Drive, regarding two (2) wall signs for Cook Children's Medical Center on the northeast corner of Windsong Parkway and US 380. (MD22-0008) (BC)**

Mr. Cudd stated the request is to increase the height of the signs to eighteen (18) feet and project the wall signs nearly seven (7) feet above the top of the parapet as part of the rebranding effort to support the culture and strategic vision of Cook's Children's Medical Center. Notices were sent out to surrounding property owners with no additional feedback received.

Mr. Greene with Cook Children's Medical Center described the new logo and noted that the Town will be the first location with the new rollout.

Mayor Bristol opened the public hearing.

No comments were made.

Mayor Bristol closed the public hearing.

Deputy Mayor Pro-Tem Andres made a motion to approve a request for a Sign Waiver at 4200 W. University Drive, regarding two (2) wall signs for Cook Children's Medical Center on the northeast corner of Windsong Parkway and US 380. Mayor Pro-Tem Hodges seconded the motion, and the motion was unanimously approved.

- 6. Consider and act upon awarding CSP No. 2022-48-B to Mario Sinacola & Sons Excavating, Inc., related to construction services for the First Street (Coit to Custer) - 4 lanes project; and authorizing the Interim Town Manager to execute a construction agreement for same. (HW)**

Mr. Webb stated that the next three items will be presented together with individual considerations on each taken.

Mr. Webb presented each project with the budget, funding, any cost savings and/or value engineering for each. It was noted that the projects for item numbers #7 and #8 includes median landscaping.

The Town Council discussed the costs associated with each with an emphasis on the timeframe and costs associated with item #6.

Councilmember Cotten made a motion to table awarding CSP No. 2022-48-B to Mario Sinacola & Sons Excavating, Inc., related to construction services for the First Street (Coit to Custer) - 4 lanes project; and authorizing the Interim Town Manager to execute a construction agreement for same to the September 13, 2022, Town Council meeting. Councilmember Bartley seconded the motion, and the motion was unanimously approved.

7. **Consider and act upon awarding CSP No. 2022-50-B to McMahon Contracting, LP, related to construction services for the Fishtrap (Teel - Gee Road) & Gee Road (Fishtrap - Windsong Retail) project; and authorizing the Interim Town Manager to execute a construction agreement for same. (HW)**

Councilmember Cotten made a motion to approve awarding CSP No. 2022-50-B to McMahon Contracting, LP, related to construction services for the Fishtrap (Teel - Gee Road) & Gee Road (Fishtrap - Windsong Retail) project; and authorizing the Interim Town Manager to execute a construction agreement for same. Mayor Pro-Tem Hodges seconded the motion, and the motion was unanimously approved.

8. **Consider and act upon awarding CSP No. 2022-51-B to Mario Sinacola & Sons Excavating, Inc., related to construction services for the Fishtrap (Elem - DNT) - 4 lanes project; and authorizing the Interim Town Manager to execute a construction agreement for same. (HW)**

Councilmember Cotten made a motion to approve awarding CSP No. 2022-51-B to Mario Sinacola & Sons Excavating, Inc., related to construction services for the Fishtrap (Elem - DNT) - 4 lanes project; and authorizing the Interim Town Manager to execute a construction agreement for same. Councilmember Bartley seconded the motion, and the motion was unanimously approved.

9. **Discussion regarding open fence standards and screening requirements. (DS)**

Mr. Soto introduced this item stating that at the July 26, 2022, Town Council meeting, a citizen commented about the Town's open space fence standards. The citizen's property backs up to an open space lot and is requesting alternative consideration to the current requirements to allow the attachment of an artificial screening material to the existing wrought iron fence. Mr. Soto displayed examples of allowable and prohibited screening. Staff is seeking feedback from the Town Council.

The Town Council discussed the current requirements and alternative options. The consensus of the Town Council is to leave the ordinance as is and consider updating the definitions within the ordinance.

10. **Consider and act upon Resolution 2022-50 disapproving the Denton Central Appraisal District (DCAD) 2023 Budget. (RBS)**

Mr. Scott presented this item stating the Town received notification to consider the disapproval of the DCAD 2023 Budget. Mr. Scott commented on the difference between the certified estimate and certified roll that the Town receives from Denton County. It was noted that Denton County did not meet the 95% threshold, which indicates more than 5% of properties are still under protest and has continued since the start of the pandemic.

The Mayor indicated he has reached out to Denton County officials and they are trying to get change in leadership to resolve these issues.

Councilmember Cotten made a motion to approve Resolution 2022-50 disapproving the Denton Central Appraisal District (DCAD) 2023 Budget. Councilmember Ray seconded the motion, and the motion was unanimously approved.

11. **Conduct a public hearing to receive public input, consider such input and discuss the FY 2022-2023 Budget as proposed. (RBS)**

Mr. Scott presented a review of the revisions to the financial policies, the assessed valuation and tax rate, revenue funds, and dedicated levy.

Mr. Webb presented a review of the street, traffic, park, facility, and water/wastewater projects.

Mr. Edwards presented a review of the 5-year staffing, population projections, positions recommended, and staffing ration projections.

Mr. Scott provided the recommendations made by the Finance Committee along with the General Fund summary.

Mayor Bristol opened the public hearing.

Jack Dixon, 810 Long Valley Court requested staff to carefully look at the public safety access at Frontier Park.

Mayor Bristol closed the public hearing.

The Town Council discussed the proposed budget and requested a strategic planning session to discuss prioritization of Capital Improvement projects and the allocation of Capital Dedicated funds.

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

Councilmember Bartley requested an update on the Landscape Ordinance updates and the Star Trail Parkway and Star Meadow intersection.

Mayor Pro-Tem Hodges requested an update on the P-Town Throw-Down pickleball tournament.

Deputy Mayor Pro-Tem Andres requested for staff to explore improvements to the gravel road on Parvin Road.

Mayor Bristol requested to review the policy regarding online public comments and an update on the bike lane signs.

Councilmember Cotten requested to modify the Master Thoroughfare Plan (MTP) regarding the public access at the Dallas North Tollway (DNT) and Frontier Parkway, and a discussion on the strategy and implementation of the renaming of Fishtrap to First Street.

Councilmember Ray requested staff to place reflectors back on Preston Road along with looking at the maintenance of the medians on Preston Road.

**EXECUTIVE SESSION:**

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

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

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

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

*Section 551.074 - To discuss appointments to the Board of Adjustment/Construction Board of Appeals, Parks & Recreation Board, Library Board, Prosper Economic Development Corporation Board, Planning & Zoning Commission, and the Community Engagement Committee*

The Town Council recessed into Executive Session at 9:14 p.m.

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

The Town Council reconvened into Regular Session at 10:21 p.m.

No action was taken.

**Adjourn.**

The meeting was adjourned at 10:21 p.m.

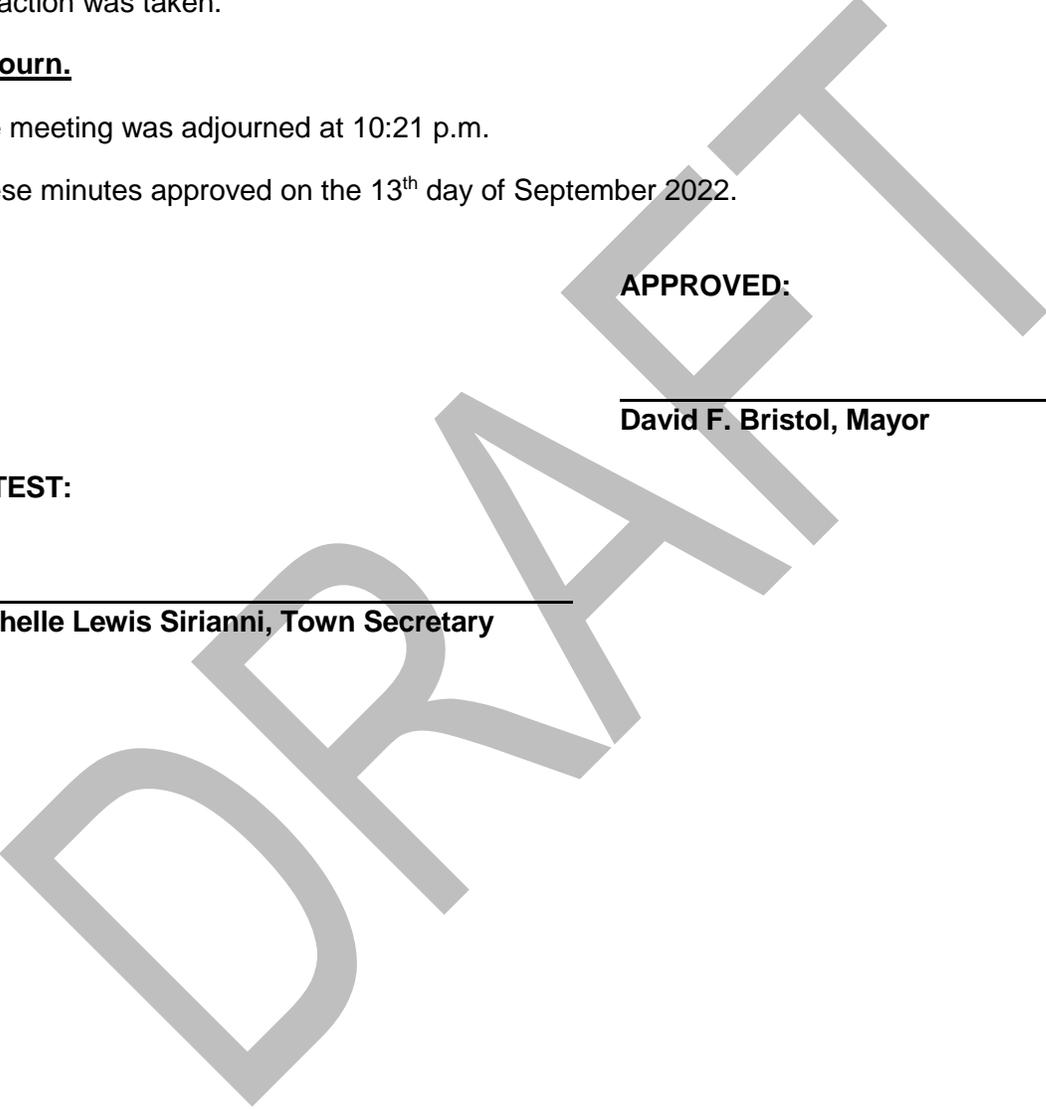
These minutes approved on the 13<sup>th</sup> day of September 2022.

**APPROVED:**

\_\_\_\_\_  
**David F. Bristol, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Michelle Lewis Sirianni, Town Secretary**





*Prosper is a place where everyone matters.*

**MINUTES**  
**Prosper Town Council Special Meeting**  
Community Room  
Prosper Town Hall  
250 W. First Street, Prosper, Texas  
Monday, August 29, 2022

**Call to Order/ Roll Call.**

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

**Council Members Present:**

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

**Staff Members Present:**

Michelle Lewis Sirianni, Town Secretary

**EXECUTIVE SESSION:**

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

*Section 551.074 - To conduct interviews for positions to the Town's Boards and Commissions.*

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

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

The Town Council reconvened into Regular Session at 7:29 p.m.

No action was taken.

**Adjourn.**

The meeting was adjourned at 7:30 p.m.

These minutes approved on the 13<sup>th</sup> day of September 2022.

**APPROVED:**

\_\_\_\_\_  
David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary

DRAFT



*Prosper is a place where everyone matters.*

**MINUTES**

**Prosper Town Council Special Meeting**  
Community Room  
Prosper Town Hall  
250 W. First Street, Prosper, Texas  
Tuesday, August 30, 2022

**Call to Order/ Roll Call.**

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

**Council Members Present:**

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

**Staff Members Present:**

Michelle Lewis Sirianni, Town Secretary

**EXECUTIVE SESSION:**

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

*Section 551.074 - To conduct interviews for positions to the Town's Boards and Commissions.*

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

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

The Town Council reconvened into Regular Session at 7:11 p.m.

No action was taken.

**Adjourn.**

The meeting was adjourned at 7:11 p.m.

These minutes approved on the 13<sup>th</sup> day of September 2022.

**APPROVED:**

\_\_\_\_\_  
David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary

DRAFT



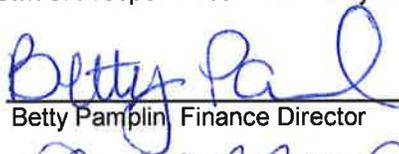
## INVESTMENT PORTFOLIO SUMMARY

For the Quarter Ended

June 30, 2022

Prepared by  
Valley View Consulting, L.L.C.

The investment portfolio of the Town of Prosper is in compliance with the Public Funds Investment Act and the Town of Prosper Investment Policy and Strategies.

  
Betty Pamplin, Finance Director

  
Elizabeth McDonald, Accounting Manager

**Disclaimer:** These reports were compiled using information provided by the Town of Prosper. No procedures were performed to test the accuracy or completeness of this information. The market values included in these reports were obtained by Valley View Consulting, L.L.C. from sources believed to be accurate and represent proprietary valuation. Due to market fluctuations these levels are not necessarily reflective of current liquidation values. Yield calculations are not determined using standard performance formulas, are not representative of total return yields and do not account for investment advisor fees.

## Summary

### Quarter End Results by Investment Category:

Asset Type	March 31, 2022			June 30, 2022		
	Ave. Yield	Book Value	Market Value	Ave. Yield	Book Value	Market Value
MMA/NOW	0.37%	\$ 40,940,147	\$ 40,940,147	0.94%	\$ 41,402,493	\$ 41,402,493
Pools	0.14%	17,335,762	17,335,762	0.99%	17,083,198	17,083,198
Securities	1.48%	23,200,101	22,830,400	1.48%	23,172,844	22,609,670
Certificates of Deposit	0.23%	64,573,247	64,573,247	0.23%	64,606,165	64,606,165
<b>Total</b>	<b>0.46%</b>	<b>\$ 146,049,257</b>	<b>\$ 145,679,556</b>	<b>0.72%</b>	<b>\$ 146,264,700</b>	<b>\$ 145,701,526</b>

#### Average Yield - Current Quarter (1)

Total Portfolio	0.72%
Rolling Three Month Treasury	1.13%
Rolling Six Month Treasury	1.15%
TexPool	1.00%

#### Fiscal Year-to-Date Average Yield (2)

Total Portfolio	0.47%
Rolling Three Month Treasury	0.50%
Rolling Six Month Treasury	0.53%
TexPool	0.40%

#### Interest Earnings (Approximate)

Quarter	\$ 205,785
Fiscal Year-to-date	\$ 407,317

(1) **Quarter End Average Yield** - based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month is used for bank, pool, and money market balances.

(2) **Fiscal Year-to-Date Average Yield** - calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

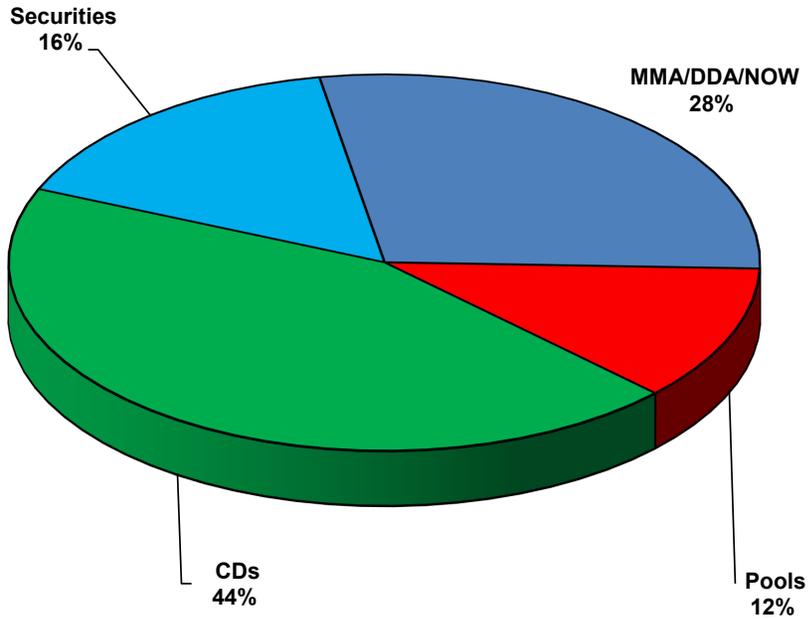
**Investment Holdings**  
**June 30, 2022**

Description	Ratings	Coupon/ Discount	Maturity Date	Settlement Date	Par Value	Book Value	Market Price	Market Value	Life (Days)	Yield
Independent Bank DDA		1.00%	07/01/22	06/30/22	\$ 28,253,663	\$ 28,253,663	1.00	\$ 28,253,663	1	1.00%
Independent Bank DDA #2		0.35%	07/01/22	06/30/22	7,978,516	7,978,516	1.00	7,978,516	1	0.35%
NexBank MMA		1.60%	07/01/22	06/30/22	5,033,852	5,033,852	1.00	5,033,852	1	1.60%
PlainsCapital Bank MMA		0.00%	07/01/22	06/30/22	136,462	136,462	1.00	136,462	1	0.00%
TexSTAR	AAAm	0.99%	07/01/22	06/30/22	12,583,931	12,583,931	1.00	12,583,931	1	0.99%
TexPool	AAAm	1.00%	07/01/22	06/30/22	4,499,268	4,499,268	1.00	4,499,268	1	1.00%
East West Bank CD		0.17%	08/24/22	11/24/21	10,010,205	10,010,205	100.00	10,010,205	55	0.17%
Prosperity Bank CD		0.20%	09/01/22	09/01/21	5,007,484	5,007,484	100.00	5,007,484	63	0.20%
East West Bank CD		0.12%	09/27/22	09/27/21	10,009,111	10,009,111	100.00	10,009,111	89	0.12%
The American Nat'l Bank CD		0.37%	12/01/22	06/01/21	5,018,531	5,018,531	100.00	5,018,531	154	0.37%
Prosperity Bank CD		0.15%	12/27/22	09/27/21	10,011,225	10,011,225	100.00	10,011,225	180	0.15%
Legend Bank IntraFi CD		0.35%	03/23/23	03/25/21	1,500,000	1,500,000	100.00	1,500,000	266	0.35%
CapTex Bank IntraFi CD		0.40%	03/23/23	03/25/21	3,000,000	3,000,000	100.00	3,000,000	266	0.40%
The American Nat'l Bank CD		0.43%	06/01/23	06/01/21	5,021,542	5,021,542	100.00	5,021,542	336	0.43%
T-Note	Aaa/AAA	0.13%	07/31/23	10/20/21	1,500,000	1,496,210	97.04	1,455,585	396	0.36%
Veritex Community Bank CD		0.25%	08/23/23	08/23/21	10,018,710	10,018,710	100.00	10,018,710	419	0.25%
Veritex Community Bank CD		0.25%	09/15/23	09/17/21	5,009,355	5,009,355	100.00	5,009,355	442	0.25%
T-Note	Aaa/AAA	2.88%	10/31/23	10/20/21	1,500,000	1,548,852	99.95	1,499,235	488	0.43%
T-Note	Aaa/AAA	2.38%	02/29/24	02/09/22	5,000,000	5,084,196	99.13	4,956,250	609	1.35%
T-Note	Aaa/AAA	2.25%	04/30/24	03/16/22	10,000,000	10,068,128	98.77	9,877,300	670	1.87%
T-Note	Aaa/AAA	1.25%	08/31/24	02/09/22	5,000,000	4,975,458	96.43	4,821,300	793	1.48%
<b>Total Portfolio</b>					<b>\$ 146,091,856</b>	<b>\$ 146,264,700</b>		<b>\$ 145,701,526</b>	<b>197</b>	<b>0.72%</b>

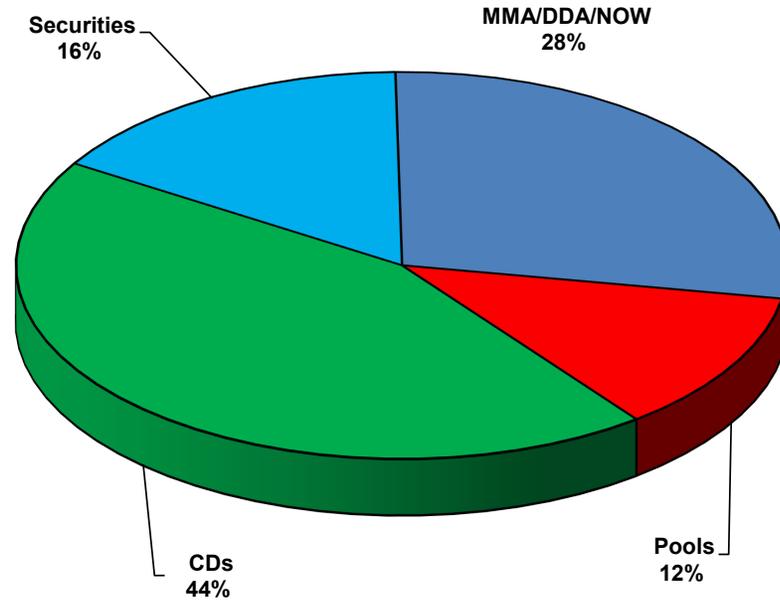
(1) (2)

(1) **Weighted average life** - For purposes of calculating weighted average life, overnight bank and pool balances are assumed to have a one day maturity.  
(2) **Weighted average yield to maturity** - The weighted average yield to maturity is based on Book Value, realized and unrealized gains/losses and investment advisory fees are not included. The yield for the reporting month is used for overnight bank and pool balances.

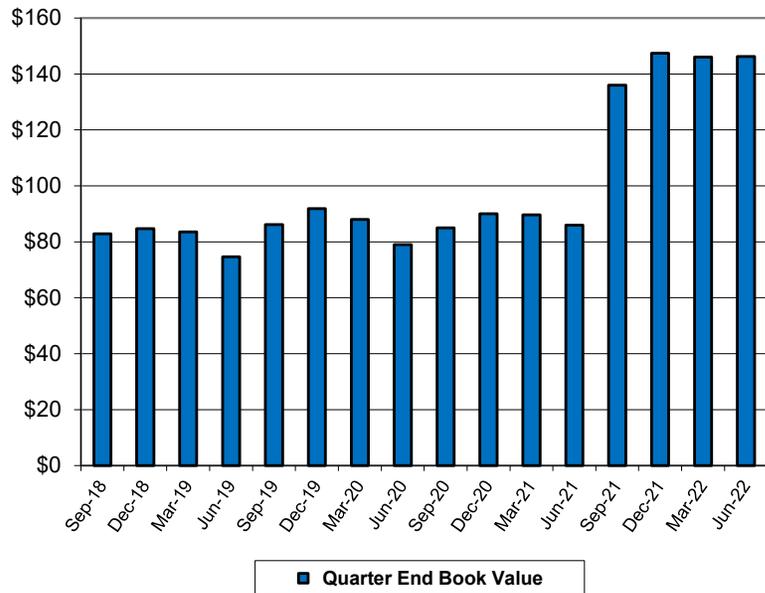
Composition - Current Quarter



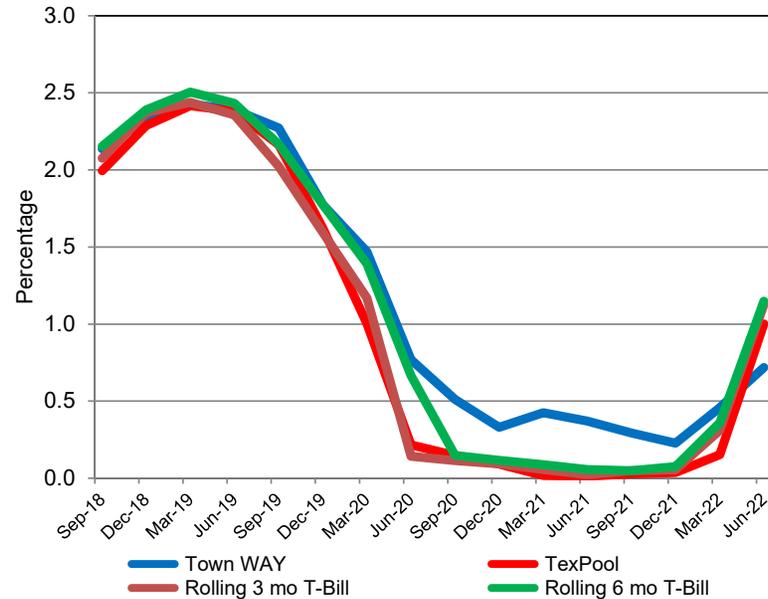
Composition - Prior Quarter



Total Portfolio (Millions)



Town Portfolio Performance



**Book and Market Value Comparison**

Issuer/Description	Yield	Maturity Date	Book Value 03/31/22	Increases	Decreases	Book Value 06/30/22	Market Value 03/31/22	Change in Market Value	Market Value 06/30/22
Independent Bank DDA	1.00%	07/01/22	\$ 35,914,484	\$ -	\$ (7,660,821)	\$ 28,253,663	\$ 35,914,484	\$ (7,660,821)	\$ 28,253,663
Independent Bank DDA #2	0.35%	07/01/22	-	7,978,516	-	7,978,516	-	7,978,516	7,978,516
NexBank MMA	1.60%	07/01/22	5,023,099	10,752	-	5,033,852	5,023,099	10,752	5,033,852
PlainsCapital Bank MMA	0.00%	07/01/22	2,563	133,899	-	136,462	2,563	133,899	136,462
TexSTAR	0.99%	07/01/22	5,196,996	7,386,935	-	12,583,931	5,196,996	7,386,935	12,583,931
TexPool	1.00%	07/01/22	12,138,766	-	(7,639,498)	4,499,268	12,138,766	(7,639,498)	4,499,268
East West Bank CD	0.17%	08/24/22	10,005,963	4,242	-	10,010,205	10,005,963	4,242	10,010,205
Prosperity Bank CD	0.20%	09/01/22	5,004,961	2,523	-	5,007,484	5,004,961	2,523	5,007,484
East West Bank CD	0.12%	09/27/22	10,006,117	2,994	-	10,009,111	10,006,117	2,994	10,009,111
The American Nat'l Bank CD	0.37%	12/01/22	5,013,854	4,677	-	5,018,531	5,013,854	4,677	5,018,531
Prosperity Bank CD	0.15%	12/27/22	10,007,441	3,784	-	10,011,225	10,007,441	3,784	10,011,225
Legend Bank IntraFi CD	0.35%	03/23/23	1,500,000	-	-	1,500,000	1,500,000	-	1,500,000
CapTex Bank IntraFi CD	0.40%	03/23/23	3,000,000	-	-	3,000,000	3,000,000	-	3,000,000
The American Nat'l Bank CD	0.43%	06/01/23	5,016,104	5,439	-	5,021,542	5,016,104	5,439	5,021,542
T-Note	0.36%	07/31/23	1,495,339	871	-	1,496,210	1,462,845	(7,260)	1,455,585
Veritex Community Bank CD	0.25%	08/23/23	10,012,607	6,104	-	10,018,710	10,012,607	6,104	10,018,710
Veritex Community Bank CD	0.25%	09/15/23	5,006,201	3,155	-	5,009,355	5,006,201	3,155	5,009,355
T-Note	0.43%	10/31/23	1,557,962	-	(9,110)	1,548,852	1,516,755	(17,520)	1,499,235
T-Note	1.35%	02/29/24	5,096,777	-	(12,581)	5,084,196	5,008,600	(52,350)	4,956,250
T-Note	1.87%	04/30/24	10,077,381	-	(9,253)	10,068,128	9,980,100	(102,800)	9,877,300
T-Note	1.48%	08/31/24	4,972,641	2,816	-	4,975,458	4,862,100	(40,800)	4,821,300
<b>TOTAL / AVERAGE</b>	<b>0.72%</b>		<b>\$ 146,049,257</b>	<b>\$ 15,546,706</b>	<b>\$(15,331,263)</b>	<b>\$ 146,264,700</b>	<b>\$ 145,679,556</b>	<b>\$ 21,970</b>	<b>\$ 145,701,526</b>

**Allocation**

**June 30, 2022**

<b>Book Value</b>	<b>Yield</b>	<b>Maturity Date</b>	<b>Total</b>	<b>Cash Positions - Bank Investments</b>	<b>Cash Positions - Pool Investments</b>	<b>Certificates of Deposit / CDARS</b>	<b>US Treasury</b>
Independent Bank MMA	1.00%		\$ 28,253,663	\$ 28,253,663	\$ -	\$ -	\$ -
Independent Bank MMA #2	0.35%		7,978,516	7,978,516	-	-	-
NexBank MMA	1.60%		5,033,852	5,033,852	-	-	-
PlainsCapital Bank MMA	0.00%		136,462	136,462	-	-	-
TexSTAR	0.99%		12,583,931	-	12,583,931	-	-
TexPool	1.00%		4,499,268	-	4,499,268	-	-
East West Bank CD	0.17%	08/24/22	10,010,205	-	-	10,010,205	-
Prosperity Bank CD	0.20%	09/01/22	5,007,484	-	-	5,007,484	-
East West Bank CD	0.12%	09/27/22	10,009,111	-	-	10,009,111	-
The American Nat'l Bank CD	0.37%	12/01/22	5,018,531	-	-	5,018,531	-
Prosperity Bank CD	0.15%	12/27/22	10,011,225	-	-	10,011,225	-
Legend Bank IntraFi CD	0.35%	03/23/23	1,500,000	-	-	1,500,000	-
CapTex Bank IntraFi CD	0.40%	03/23/23	3,000,000	-	-	3,000,000	-
The American Nat'l Bank CD	0.43%	06/01/23	5,021,542	-	-	5,021,542	-
T-Note	0.36%	07/31/23	1,496,210	-	-	-	1,496,210
Veritex Community Bank CD	0.25%	08/23/23	10,018,710	-	-	10,018,710	-
Veritex Community Bank CD	0.25%	09/15/23	5,009,355	-	-	5,009,355	-
T-Note	0.43%	10/31/23	1,548,852	-	-	-	1,548,852
T-Note	1.35%	02/29/24	5,084,196	-	-	-	5,084,196
T-Note	1.87%	04/30/24	10,068,128	-	-	-	10,068,128
T-Note	1.48%	08/31/24	4,975,458	-	-	-	4,975,458
<b>Totals</b>			<b>\$146,264,700</b>	<b>\$41,402,493</b>	<b>\$17,083,198</b>	<b>\$64,606,165</b>	<b>\$23,172,844</b>

**Allocation**

**June 30, 2022**

<b>Market Value</b>	<b>Yield</b>	<b>Maturity Date</b>	<b>Total</b>	<b>Cash Positions - Bank Investments</b>	<b>Cash Positions - Pool Investments</b>	<b>Certificates of Deposit / CDARS</b>	<b>US Treasury</b>
Independent Bank MMA	1.00%		\$ 28,253,663	\$ 28,253,663	\$ -	\$ -	\$ -
Independent Bank MMA #2	0.35%		7,978,516	7,978,516	-	-	-
NexBank MMA	1.60%		5,033,852	5,033,852	-	-	-
PlainsCapital Bank MMA	0.00%		136,462	136,462	-	-	-
TexSTAR	0.99%		12,583,931	-	12,583,931	-	-
TexPool	1.00%		4,499,268	-	4,499,268	-	-
East West Bank CD	0.17%	08/24/22	10,010,205	-	-	10,010,205	-
Prosperity Bank CD	0.20%	09/01/22	5,007,484	-	-	5,007,484	-
East West Bank CD	0.12%	09/27/22	10,009,111	-	-	10,009,111	-
The American Nat'l Bank CD	0.37%	12/01/22	5,018,531	-	-	5,018,531	-
Prosperity Bank CD	0.15%	12/27/22	10,011,225	-	-	10,011,225	-
Legend Bank IntraFi CD	0.35%	03/23/23	1,500,000	-	-	1,500,000	-
CapTex Bank IntraFi CD	0.40%	03/23/23	3,000,000	-	-	3,000,000	-
The American Nat'l Bank CD	0.43%	06/01/23	5,021,542	-	-	5,021,542	-
T-Note	0.36%	07/31/23	1,455,585	-	-	-	1,455,585
Veritex Community Bank CD	0.25%	08/23/23	10,018,710	-	-	10,018,710	-
Veritex Community Bank CD	0.25%	09/15/23	5,009,355	-	-	5,009,355	-
T-Note	0.43%	10/31/23	1,499,235	-	-	-	1,499,235
T-Note	1.35%	02/29/24	4,956,250	-	-	-	4,956,250
T-Note	1.87%	04/30/24	9,877,300	-	-	-	9,877,300
T-Note	1.48%	08/31/24	4,821,300	-	-	-	4,821,300
<b>Totals</b>			<b>\$145,701,526</b>	<b>\$ 41,402,493</b>	<b>\$ 17,083,198</b>	<b>\$ 64,606,165</b>	<b>\$ 22,609,670</b>

**Allocation**

March 31, 2022

<b>Book Value</b>	<b>Yield</b>	<b>Maturity Date</b>	<b>Total</b>	<b>Cash Positions - Bank Investments</b>	<b>Cash Positions - Pool Investments</b>	<b>Certificates of Deposit / CDARS</b>	<b>US Treasury</b>
Independent Bank MMA	0.35%		\$ 35,914,484	\$ 35,914,484	\$ -	\$ -	\$ -
NexBank MMA	0.55%		5,023,099	5,023,099	-	-	-
PlainsCapital Bank MMA	0.00%		2,563	2,563	-	-	-
TexSTAR	0.11%		5,196,996	-	5,196,996	-	-
TexPool	0.15%		12,138,766	-	12,138,766	-	-
East West Bank CD	0.17%	08/24/22	10,005,963	-	-	10,005,963	-
Prosperity Bank CD	0.20%	09/01/22	5,004,961	-	-	5,004,961	-
East West Bank CD	0.12%	09/27/22	10,006,117	-	-	10,006,117	-
The American Nat'l Bank CD	0.37%	12/01/22	5,013,854	-	-	5,013,854	-
Prosperity Bank CD	0.15%	12/27/22	10,007,441	-	-	10,007,441	-
Legend Bank IntraFi CD	0.35%	03/23/23	1,500,000	-	-	1,500,000	-
CapTex Bank IntraFi CD	0.40%	03/23/23	3,000,000	-	-	3,000,000	-
The American Nat'l Bank CD	0.43%	06/01/23	5,016,104	-	-	5,016,104	-
T-Note	0.36%	07/31/23	1,495,339	-	-	-	1,495,339
Veritex Community Bank CD	0.25%	08/23/23	10,012,607	-	-	10,012,607	-
Veritex Community Bank CD	0.25%	09/15/23	5,006,201	-	-	5,006,201	-
T-Note	0.43%	10/31/23	1,557,962	-	-	-	1,557,962
T-Note	1.35%	02/29/24	5,096,777	-	-	-	5,096,777
T-Note	1.87%	04/30/24	10,077,381	-	-	-	10,077,381
T-Note	1.48%	08/31/24	4,972,641	-	-	-	4,972,641
<b>Totals</b>			<b>\$146,049,257</b>	<b>\$ 40,940,147</b>	<b>\$ 17,335,762</b>	<b>\$ 64,573,247</b>	<b>\$ 23,200,101</b>

**Allocation**

March 31, 2022

<b>Market Value</b>	<b>Yield</b>	<b>Maturity Date</b>	<b>Total</b>	<b>Cash Positions - Bank Investments</b>	<b>Cash Positions - Pool Investments</b>	<b>Certificates of Deposit / CDARS</b>	<b>US Treasury</b>
Independent Bank MMA	0.35%		\$ 35,914,484	\$ 35,914,484	\$ -	\$ -	\$ -
NexBank MMA	0.55%		5,023,099	5,023,099	-	-	-
PlainsCapital Bank MMA	0.00%		2,563	2,563	-	-	-
TexSTAR	0.11%		5,196,996	-	5,196,996	-	-
TexPool	0.15%		12,138,766	-	12,138,766	-	-
East West Bank CD	0.17%	08/24/22	10,005,963	-	-	10,005,963	-
Prosperity Bank CD	0.20%	09/01/22	5,004,961	-	-	5,004,961	-
East West Bank CD	0.12%	09/27/22	10,006,117	-	-	10,006,117	-
The American Nat'l Bank CD	0.37%	12/01/22	5,013,854	-	-	5,013,854	-
Prosperity Bank CD	0.15%	12/27/22	10,007,441	-	-	10,007,441	-
Legend Bank IntraFi CD	0.35%	03/23/23	1,500,000	-	-	1,500,000	-
CapTex Bank IntraFi CD	0.40%	03/23/23	3,000,000	-	-	3,000,000	-
The American Nat'l Bank CD	0.43%	06/01/23	5,016,104	-	-	5,016,104	-
T-Note	0.36%	07/31/23	1,462,845	-	-	-	1,462,845
Veritex Community Bank CD	0.25%	08/23/23	10,012,607	-	-	10,012,607	-
Veritex Community Bank CD	0.25%	09/15/23	5,006,201	-	-	5,006,201	-
T-Note	0.43%	10/31/23	1,516,755	-	-	-	1,516,755
T-Note	1.35%	02/29/24	5,008,600	-	-	-	5,008,600
T-Note	1.87%	04/30/24	9,980,100	-	-	-	9,980,100
T-Note	1.48%	08/31/24	4,862,100	-	-	-	4,862,100
<b>Totals</b>			<b>\$145,679,556</b>	<b>\$ 40,940,147</b>	<b>\$ 17,335,762</b>	<b>\$ 64,573,247</b>	<b>\$ 22,830,400</b>

## FINANCE DEPARTMENT



**To:** Mayor and Town Council

**From:** Robert B. Scott, Executive Director of Administrative Services

**Through:** Ron K. Patterson, Interim Town Manager

**Re:** Town Council Meeting – September 13, 2022

---

**Agenda Item:**

Consider and act upon a resolution approving the Town of Prosper and Prosper Economic Development Corporation (PEDC) Investment Policy and Investment Strategy and approving the list of qualified brokers/dealers and financial institutions that are authorized to engage in investment transactions with the Town of Prosper and the PEDC. (RBS)

**Description of Agenda Item:**

In March 2006, the Prosper Town Council adopted an Investment Policy for the Town and PEDC. This policy was last reviewed, revised, or adopted in January 2022. The Town's investment program and investment strategy remain the same under the policy and there are no changes to the allowed investments, investment maturity limits or staff responsibilities for Town investments. The only changes to the policy in the current period are to add the Town Manager and Assistant Finance Director as authorized investment officers of the Town and to add the Executive Director of Administrative Services as an authorized investment officer of the Prosper Economic Development Corporation (PEDC). The attached redline version highlights proposed changes.

Under the Public Funds Investment Act, investment officers must attend at least eight hours of instruction relating to the treasurer's or officer's responsibilities not less than once in a two-year period. Currently, the Executive Director of Administrative Services, Finance Director, and Accounting Manager are designated for the Town. The Finance Director and PEDC Treasurer are named as investment officers of PEDC.

**Budget Impact:**

N/A

**Legal Obligations and Review:**

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

**Attached Documents:**

1. Resolution for Investment Policy and Investment Strategy.
2. Investment Policy redline version.
3. Investment Policy clean version.

**Town Staff Recommendation:**

Town staff recommends approval of a resolution approving the Town of Prosper and the PEDC Investment Policy and Investment Strategy.

**Proposed Motion:**

I move to approve a resolution approving the Town of Prosper and the PEDC Investment Policy and Investment Strategy.

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, REVIEWING, UPDATING AND ADOPTING THE TOWN OF PROSPER AND PROSPER ECONOMIC DEVELOPMENT CORPORATION INVESTMENT POLICY AND INVESTMENT STRATEGY; MAKING FINDINGS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Texas Public Funds Investment Act (“the Act”), contained in Chapter 2256 of the Texas Government Code, as amended, provides in Section 2256.005(e) thereof that the governing body of an investing entity shall review its investment policy and investment strategies not less than annually; and

**WHEREAS**, said section of the Act further provides that the governing body shall adopt a written instrument by rule, order, ordinance, or resolution stating that it has reviewed the investment policy and investment strategies; and

**WHEREAS**, the Act requires the written instrument so adopted shall record any changes made to either the investment policy or the investment strategies.

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

**SECTION 1**

The Prosper Town Council hereby confirms that it has reviewed the Town of Prosper and Prosper Economic Development Corporation Investment Policy and Investment Strategy and adopts the Investment Policy dated September 13, 2022, attached hereto as Exhibit “A”.

**SECTION 2**

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

**DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 13<sup>th</sup> DAY OF SEPTEMBER, 2022.**

**APPROVED:**

\_\_\_\_\_  
**David F. Bristol, Mayor**

**ATTEST:**

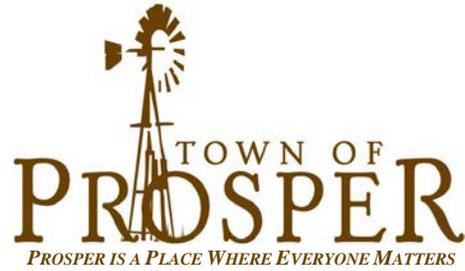
\_\_\_\_\_  
**Michelle Lewis Sirianni, Town Secretary**

**APPROVED AS TO FORM AND LEGALITY:**

---

**Terrence S. Welch, Town Attorney**

Exhibit "A"



**TOWN OF PROSPER, TEXAS**

**and**

**PROSPER ECONOMIC DEVELOPMENT CORPORATION**

**INVESTMENT POLICY**

**JANUARY 25, 2022****September 13, 2022**

Resolution No. 2022-03XX, Page 3

**INVESTMENT POLICY**

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### **PREFACE**

The Town of Prosper and the Prosper Economic Development Corporation are separately chartered, governed, and operated entities. Each ENTITY adheres to its own governing documents and the Public Funds Investment Act. Each ENTITY additionally seeks to safely and effectively manage the funds under its control. To achieve those requirements, the governing body of each ENTITY has legally adopted this Investment Policy.

Throughout this Investment Policy, the two entities shall be singularly referred to as “ENTITY” and collectively referred to as “PROSPER.”

It is the policy of PROSPER that, giving due regard to the safety and risk of investment, all available funds shall be invested in conformance with State and Federal Regulations, applicable Bond Resolution requirements, adopted Investment Policy and adopted Investment Strategy.

Effective cash management is recognized as essential to good fiscal management. A comprehensive and effective cash management system will be pursued to optimize investment interest earnings as viable and material revenue to all PROSPER funds. PROSPER’s portfolio shall be designed and managed in a manner responsive to the public trust and consistent with all Federal regulations, State of Texas statutes and other legal requirements, including the Town Charter, Town Ordinances, Articles of Incorporation, and this Policy.

## I. PURPOSE

### A. Formal Adoption

This Investment Policy is authorized by PROSPER in accordance with Chapter 2256, Texas Government Code, the Public Funds Investment Act, herein referred to as "PFIA".

### B. Scope

This Investment Policy applies to all of the investment activities of PROSPER. These funds are accounted for in the Town's Comprehensive Annual Financial Report (CAFR) and include:

- General Fund
- Debt Service Funds
- Special Revenue Funds
- Capital Project Funds
- Enterprise Funds
- Internal Service Funds
- Economic Development Corporation Funds
- Any new fund created by the Town

The Town of Prosper may consolidate cash balances from multiple funds to maximize investment earnings. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

This Policy establishes guidelines for:

1. Who can invest PROSPER funds,
2. How PROSPER funds will be invested, and
3. When and how a periodic review of investments will be made.

In addition to this Policy, bond funds (as defined by the Internal Revenue Service) shall be managed in accordance with their issuing documentation and all applicable State and Federal Law.

All investments made with PROSPER funds prior to the adoption of this Investment Policy shall be held or liquidated as determined to be in the best interest of the financial well being of PROSPER. PROSPER will also monitor changes in the credit ratings of its investments quarterly using a number of resources including rating agencies, broker/dealers or financial publications. PROSPER shall take all prudent measures that are consistent with its investment policy to liquidate an investment that does not have the minimum rating.

**C. Review and Amendment**

This Policy shall be reviewed annually by the ENTITY’s governing body. The ENTITY’s governing body shall adopt a written document stating that it has reviewed and recorded any changes made to the Investment Policy.

**D. Investment Strategy**

In conjunction with the annual Policy review, the ENTITY’s governing body shall review the separate written Investment Strategy for each of PROSPER’s funds. The Investment Strategy must describe the investment objectives for each particular fund according to the following priorities:

- 1. Investment suitability,
- 2. Preservation and safety of principal,
- 3. Liquidity,
- 4. Marketability prior to maturity of each investment,
- 5. Diversification, and
- 6. Yield.

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**II. INVESTMENT OBJECTIVES**

**A. Safety of Principal**

The primary objective of all investment activity is the preservation of capital and the safety of principal in the overall portfolio. Each investment transaction shall seek to ensure first that capital losses are avoided, whether they are from securities defaults or erosion of the market value.

**B. Maintenance of Adequate Liquidity**

The investment portfolio will remain sufficiently liquid to meet the cash flow requirements that might be reasonably anticipated. Liquidity shall be achieved by matching investment maturities with forecasted cash flow requirements; investing in securities with active secondary markets; and maintaining appropriate portfolio diversification.

### C. Public Trust

All participants in the investment process will seek to act responsibly as custodians of the public trust. Investment officials will avoid any transactions that might impair public confidence in the Town's ability to govern effectively. The governing body recognizes that in a diversified portfolio, occasional measured losses due to market volatility are inevitable, and must be considered within the context of the overall portfolio's investment return, provided that the adequate diversification has been implemented and the terms of this policy have been followed.

### D. Yield

The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. Core investments are limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed.

## III. INVESTMENT POLICIES

### A. Authorized Investments

Investments described below are authorized by PFIA as eligible securities for PROSPER. In the event an authorized investment loses its required minimum credit rating, all prudent measures will be taken to liquidate said investment. Additionally, PROSPER is not required to liquidate investments that were authorized at the time of purchase in the event that subsequent legislation renders certain securities as no longer authorized for purchase by the Town. PROSPER's funds governed by this Policy may be invested in:

1. **Obligations of Governmental Entities (Section 2256.009).** Except for the items listed in 1.e. below, the following are authorized investments for obligations of governmental agencies:
  - a. Obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks;
  - b. Direct obligations of the State of Texas or its agencies and instrumentalities;
  - c. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit

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Insurance Corporation or by the explicit full faith and credit of the United States;

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d. Obligations of states, agencies, counties, cities, and other political subdivisions of any State having been rated as to investment quality by a nationally recognized investment rating firm and having received a rating of not less than "A" or its equivalent;

e. The following *are not authorized investments* for PROSPER:

1. Obligations whose payments represent the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal (Interest Only);

2. Obligations whose payments represent the principal stream of cash flow from the underlying mortgage-backed security collateral and bear no interest (Principal Only);

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3. Collateralized mortgage obligations that have a stated final maturity date of greater than 10 years; and

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4. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index (Inverse Floater).

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**2. Financial Institution Deposits (Section 2256.010).**

a. Certificates of deposit, share certificates, or other forms of deposit provided the deposit is issued by a depository institution that has its main office or a branch office in Texas that is:

1. Guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or the National Credit Union Share Insurance Fund or its successor; or

2. Secured by obligations that are described by 1. (Obligations of Governmental Entities) above, which are intended to include all direct Federal agency or instrumentality issued mortgage backed securities, but excluding those mortgage-backed securities of the nature described in

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i.e. above, that have a market value of not less than the uninsured amount of the deposit; or

3. Secured in any other manner and amount provided by the law for deposits of PROSPER.
- b.** In addition to the authority to invest funds in certificates of deposit under Subsection “a”, an investment in certificates of deposit made in accordance with the following conditions is an authorized investment:
1. The funds are invested through:
    - (a) a broker that has its main office or a branch office in this state and is selected from a list adopted by PROSPER as required by Section 2256.025; or
    - (b) a depository institution that has its main office or a branch office in this state and that is selected by PROSPER;
  2. The broker or the depository institution selected by PROSPER under Subdivision (1) arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of PROSPER;
  3. The full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States; and
  4. PROSPER appoints the depository institution selected by PROSPER under Subdivision (1), an entity described by Section 2257.041(d), or a clearing broker-dealer registered with the Securities and Exchange Commission and operating pursuant to Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. Section 240.15c3-3) as custodian for PROSPER with respect to the certificates of deposit issued for the account of PROSPER.

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**3. Mutual Funds (2256.014).**

- a.** A no-load money market mutual fund is an authorized investment under this subchapter if the mutual fund:
1. Is registered with and regulated by the Securities and Exchange Commission;
  2. Provides PROSPER with a prospectus and other information required by the Securities Exchange Act of 1934 (15 U.S.C. Section 78a et seq.) or the

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Investment Company Act of 1940 (15 U.S.C. Section 80a-1 et seq.); and

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- 3. Includes in its investment objectives the maintenance of a stable net asset value of \$1.0000 for each share.

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b. In addition to a no-load money market mutual fund permitted as an authorized investment in Subsection (a), a no-load mutual fund is an authorized investment under this subchapter if the mutual fund:

- 1. Is registered with the Securities and Exchange Commission;
- 2. Has an average weighted maturity of less than two years;

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- 3. Either:

- (a) Has a duration of one year or more and is invested exclusively in obligations approved by this subchapter; or

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- 4. Has a duration of less than one year and the investment portfolio is limited to investment grade securities, excluding asset-backed securities.

c. PROSPER is not authorized by this section to:

- 1. Invest in the aggregate more than 15 percent of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, in mutual funds described in Subsection (b);
- 2. Invest any portion of bond proceeds, reserves and funds held for debt service, in mutual funds described in Subsection (b); or
- 3. Invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one mutual fund described in Subsection (a) or (b) in an amount that exceeds 10 percent of the total assets of the mutual fund.

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4. **Local Government Investment Pools (2256.016).** Eligible investment pools organized and operating in compliance with PFIA described in section 2256.016 and 2256.019, have been authorized by the Town’s Council, whose investment philosophy and strategy include seeking to maintain a stable net asset value of \$1.00 per share, and are consistent with this Policy and PROSPER’s ongoing investment strategy.

5. **Commercial Paper (2256.013).** Commercial paper is an authorized investment under this policy if the commercial paper:

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- a. Has a stated maturity of 365 days or fewer from the date of its issuance; and
- b. Is rated not less than A-1 or P-1 or an equivalent rating by at least:

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- 1. two nationally recognized credit rating agencies; or
- 2. one nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States or any state.

6. **Repurchase Agreements (2256.011).** Repurchase agreements arranged in compliance with PFIA, under the terms of an executed Repurchase Agreement, and secured in accordance with this Policy.

a. A fully collateralized repurchase agreement is an authorized investment under PFIA, Subchapter A, if the repurchase agreement:

- 1. has a defined termination date;
- 2. is secured by a combination of cash and obligations described by PFIA, section 2256.009(a)(1); and
- 3. requires the securities being purchased by the Town to be pledged to the Town, held in the Town's name, and deposited at the time the investment is made with the Town or with the third-party selected and approved by the Town; and
- 4. is placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in Texas.

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b. In this section, "repurchase agreement" means a simultaneous agreement to buy, hold for a specific time, and sell back, at a future date, obligations described by Section 2256.009(a)(1), at market value at the time the funds are disbursed of not less than the principal amount of the funds disbursed. The term includes a direct security repurchase agreement and a reverse Security repurchase agreement.

c. Notwithstanding any other law, the term of any reverse security repurchase agreement may not exceed 90 days after the date the reverse security repurchase agreement is delivered.

d. Money received by PROSPER under the terms of a reverse security repurchase agreement shall be used to acquire additional authorized investments, but the term of the authorized investments acquired must mature not later than the expiration date stated in the reverse security repurchase agreement.

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**7. Guaranteed Investment Contracts (2256.015).**

a. A guaranteed investment contract is an authorized investment for bond proceeds under this subchapter if the guaranteed investment contract:

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- 1. Has a defined termination date;
- 2. Is secured by obligations described by Section 2256.009(a)(1), excluding those obligations described by Section 2256.009(b), in an amount at least equal to the amount of bond proceeds invested under the contract; and
- 3. Is pledged to PROSPER and deposited with the Town or with a third party selected and approved by the Town.

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b. Bond proceeds, other than bond proceeds representing reserves and funds maintained for debt service purposes, may not be invested under this subchapter in a guaranteed investment contract with a term of longer than five years from the date of issuance of the bonds.

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c. To be eligible as an authorized investment:

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- 1. The governing body of the Town must specifically authorize guaranteed investment contracts as an eligible investment in the order, ordinance, or resolution authorizing the issuance of bonds;
- 2. The Town must receive bids from at least three separate providers with no material financial interest in the bonds from which proceeds were received;
- 3. The Town must purchase the highest yielding guaranteed investment contract for which a qualifying bid is received;
- 4. The price of the guaranteed investment contract must take into account the reasonably expected drawdown schedule for the bond proceeds to be invested; and

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5. The provider must certify the administrative costs reasonably expected to be paid to third parties in connection with the guaranteed investment contract.

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## **B. Protection of Principal**

PROSPER shall seek to control the risk of loss due to failure of a security issuer or grantor. Such risk shall be controlled by investing only in the safest types of securities as defined in the Policy; by collateralization as required by law; and through portfolio diversification by maturity and type.

The purchase of individual securities shall be executed "Delivery versus Payment" (DVP) through PROSPER's Safekeeping Agent. By so doing, PROSPER's funds are not released until PROSPER has received, through the Safekeeping Agent, the securities purchased.

### **1. Diversification by Investment Type**

Diversification by investment type shall be maintained by ensuring an active and efficient secondary market in portfolio investments and by controlling the market and opportunity risks associated with specific investment types.

Bond proceeds may be invested in a single security or investment if PROSPER determines that such an investment is necessary to comply with Federal arbitrage restrictions or to facilitate arbitrage record keeping and calculation.

### **2. Diversification by Investment Maturity**

In order to minimize risk of loss due to interest rate fluctuations, investment maturities will not exceed the anticipated cash flow requirements of the funds. Generally, PROSPER will not directly invest in securities maturing more than five years from the date of purchase.

Maturity guidelines by fund type are discussed in Section IV, Investment Strategy Statement.

### **3. Ensuring Liquidity**

Liquidity shall be achieved by anticipating cash flow requirements, by investing in securities with active secondary markets and by investing in eligible financial institution deposit accounts, money market mutual funds, and local government investment pools.

A security may be liquidated to meet unanticipated cash requirements, to redeploy cash into other investments expected to outperform current holdings, or otherwise

to adjust the portfolio.

#### 4. Depository Agreements

Consistent with the requirements of State Law, PROSPER requires all bank deposits to be federally insured or collateralized with eligible securities. Financial institutions serving as PROSPER's Depositories will be required to sign a Depository Agreement with PROSPER and PROSPER's safekeeping agent. The safekeeping portion of the Agreement shall define PROSPER's rights to the collateral in case of default, bankruptcy, or closing and shall establish a perfected security interest in compliance with Federal and State regulations, including:

- The Agreement must be in writing;
- The Agreement has to be executed by the Depository and PROSPER contemporaneously with the acquisition of the asset;
- The Agreement must be approved by the Board of Directors or the designated committee of the Depository and a copy of the meeting minutes must be delivered to PROSPER;
- The Agreement must be part of the Depository's "official record" continuously since its execution.

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##### a. Allowable Collateral

Eligible securities for collateralization of PROSPER deposits are defined by Chapter 2257, Texas Government Code, the Public Funds Collateral Act, as amended and meet the constraints of this Section III. A. 2.

##### b. Collateral Levels

The market value of pledged collateral must at all times be equal to or greater than 105% of the principal and accrued interest for PROSPER balances, less the applicable level of FDIC insurance.

Letters of Credit shall at all times be equal to or greater than 100% of the total value of the deposits and accrued interest for PROSPER balances, less the applicable level of FDIC insurance. Non-renewable Letters of Credit shall expire not less than two business days after the anticipated deposit withdrawal.

##### c. Monitoring Collateral Adequacy

PROSPER shall require monthly reports of pledged securities marked to market

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using quotes by a recognized market pricing service quoted on the valuation date from all financial institutions with which PROSPER has collateralized deposits. Additionally, a monthly collateral report shall be provided by the custodian for verification of the pledged securities. The Investment Officers will monitor adequacy of collateralization levels to verify market values and total collateral positions.

**d. Additional Collateral**

If the collateral pledged for a deposit falls below adequate levels, as defined above in Section 4.b., the institution holding the deposit will be notified by the Investment Officers and will be required to pledge additional securities no later than the end of the next succeeding business day.

**e. Security Substitution**

Collateralized deposits often require substitution of securities. Any financial institution requesting substitution must contact an Investment Officer for approval and settlement. The substituted security's value will be calculated and substitution approved if the substitution maintains a pledged value equal to or greater than the required security level. An Investment Officer must provide written notification of the decision to the bank or the safekeeping agent holding the security prior to any security release. Substitution is allowable for all transactions, but should be limited, if possible, to minimize potential administrative problems and transfer expense. The Investment Officers may limit substitution and assess appropriate fees if substitution becomes excessive or abusive.

**5. Safekeeping**

**a. Safekeeping Agreement**

PROSPER shall contract with a bank or banks for the safekeeping of securities either owned by PROSPER as a part of its investment portfolio or as a part of its depository agreements.

**b. Safekeeping of Deposit Collateral**

All marketable security collateral securing bank deposits must be held by a third-party custodian eligible under the Public Funds Collateral Act, and acceptable to PROSPER, or by a Federal Reserve Bank.

**C. Investment Advisers and Securities Dealers**

Investment Advisers shall adhere to the spirit, philosophy and specific terms of this Policy and shall invest within the same "Standard of Care" as defined in Section E. 3. Below. Securities Dealers shall avoid recommending or suggesting transactions

outside that “Standard of Care.”

**1. Selection of Investment Advisers**

The selection of Investment Advisers will be performed by the Investment Officers. The Investment Officers will establish criteria to evaluate Investment Advisers including:

- a. Adherence to PROSPER’s policies and strategies,
- b. Investment performance and transaction pricing within accepted risk constraints,
- c. Responsiveness to PROSPER’s request for services, information and open communication,
- d. Understanding of the inherent fiduciary responsibility of investing public funds, and
- e. Similarity in philosophy and strategy with PROSPER’s objectives.

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Selected Investment Advisers must be registered under the Investment Advisers Act of 1940 or with the State Securities Board. A contract with an Investment Adviser may not be for a term longer than two years and any contract, renewal or extension must be approved by Town Council.

**2. Selection of Authorized Securities Dealers**

The ENTITY’s governing body shall, at least annually, review, revise, and adopt a list of qualified broker/dealers (Appendix B) that are authorized to engage in investment transactions with the ENTITY.

**a. Eligibility**

Authorized firms may include primary dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1 (Uniform Net Capital Rule), and qualified depositories.

**b. Competitive Environment**

It is the policy of PROSPER to require a competitive environment for all investment activities. Individual investment quotes will be solicited orally, in writing, electronically, or any combination of these methods.

### 3. Policy Certification

All local government investment pools and discretionary investment management firms (business organizations) offering to engage in an investment transaction with PROSPER will be required to acknowledge in writing that the firm has received and reviewed PROSPER's Investment Policy. This Certification also acknowledges that the business organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between PROSPER and the organization that are not authorized by PROSPER's investment policy, except to the extent that this authorization is dependent on an analysis of the makeup of PROSPER's entire portfolio, requires an interpretation of subjective investment standards, or relates to investment transactions of PROSPER that are not made through accounts or other contractual arrangements over which the business organization has accepted discretionary investment authority, as required by PFIA.

## D. Responsibility and Control

### 1. Authority to Invest

The Town Manager, Executive Director of Administrative Services, Finance Director, Assistant Finance Director, and the Accounting Manager are the "Investment Officers" of the Town of Prosper. The PEDC Treasurer, Executive Director of Administrative Services, —and the Finance Director are the "Investment Officers" of the PEDC. The Investment Officers are authorized to deposit, withdraw, invest, transfer, execute documentation, and otherwise manage PROSPER's funds according to this Policy. The Investment Officers may authorize one or more Investment Officers to deposit, withdraw or transfer funds out of or into an investment pool or money market mutual fund in order to meet daily operating needs of PROSPER in compliance with the established Internal Controls.

### 2. Prudent Investment Management

The designated Investment Officers shall perform their duties in accordance with the adopted Investment Policy and internal procedures. In determining whether an Investment Officer has exercised prudence with respect to an investment decision, the investment of all funds over which the Investment Officer had responsibility, rather than the prudence of a single investment shall be considered.

Investment Officers acting in good faith and in accordance with these policies and procedures shall be relieved of personal liability.

### 3. Standard of Care

The standard of care used by PROSPER shall be that as defined in PFIA, Section 2256.006. It states:

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“Investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion and intelligence would exercise in the management of the person’s own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived.”

#### **4. Standards of Ethics**

The designated Investment Officers shall act as custodians of the public trust avoiding any transactions which might involve a conflict of interest, the appearance of a conflict of interest, or any activity which might otherwise discourage public confidence. Investment Officers shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Additionally, all Investment Officers shall file with the Texas Ethics Commission and the ENTITY’s governing body a statement disclosing any personal business relationship with a business organization seeking to sell investments to PROSPER or any relationship within the second degree by affinity or consanguinity to an individual seeking to sell investments to PROSPER. For purposes of this subsection, an Investment Officer has a personal business relationship with business organization if:

- a. The Investment Officer owns 10 percent or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization;
- b. Funds received by the Investment Officer from the business organization exceed 10 percent of the Investment Officer’s gross income for the previous year; or
- c. The Investment Officer has acquired from the business organization during the previous year investments with a book value of \$2,500 or more for the personal account of the Investment Officer.

#### **5. Establishment of Internal Controls**

PROSPER’s Investment Officers will maintain a system of internal controls over the investment activities of PROSPER.

#### **6. Reporting**

Investment performance will be monitored and evaluated by the Investment Officers. The weighted average yield to maturity will be the standard for calculating portfolio rate of return. The Investment Officers will provide a quarterly comprehensive report signed by all Investment Officers to the ENTITY’s governing body. This investment report shall:

- a. Describe in detail the investment position of PROSPER,
- b. Contain a summary statement, prepared in compliance with generally accepted accounting principles, of each pooled fund group that states the:
  - 1. beginning market value of the reporting period;
  - 2. ending market value for the period; and
  - 3. fully accrued interest for the reporting period;
- c. State the book value and market value of each separately invested asset at the end of the reporting period by the type of asset and fund type invested;
- d. State the maturity date of each separately invested asset that has a maturity date;
- e. State the account or fund or pooled group fund for which each individual investment was acquired; and
- f. State the compliance of the investment portfolio with PROSPER's Investment Policy, strategy, and PFIA.

In defining market value, sources independent of the investment provider will determine valuations and consideration will be given to GASB Statement No. 31.

PROSPER, in conjunction with its annual financial audit, shall perform a compliance audit of the management controls on investments and adherence to PROSPER's Investment Policy. If PROSPER invests in other than money market mutual funds, investment pools or accounts offered by its depository bank in the form of certificates of deposits, or money market accounts or similar accounts, the reports prepared by the Investment Officers shall be formally reviewed at least annually by an independent auditor, and the result of the review shall be reported to the ENTITY's governing body by that auditor.

## 7. Training

In order to ensure the quality and capability of PROSPER's investment personnel making investment decisions, PROSPER shall provide periodic training in investments for the investment personnel through courses and seminars offered by approved independent training sources, including: the Government Finance Officers Association (GFOA), Government Finance Officers Association of Texas (GFOAT), Government Treasurers' Organization of Texas (GTOT), Texas Municipal League (TML), North Central Texas Council of Governments (NCTCOG), International City/County Management Association (ICMA), Texas Society of Certified Public Accountants (TSCPA), American Institute of Certified Public Accountants (AICPA), and University of North Texas (UNT).

- a. The Investment Officers shall:
  1. attend at least 10 hours of training relating to the Investment Officers' responsibilities within 12 months after taking office or assuming duties; and
  2. attend an investment training session not less than once in a two-year period that begins on the first day of the Town's fiscal year and consists of the two consecutive fiscal years after that date and receive not less than 8 hours of instruction relating to investment responsibilities under this subchapter.
- b. Training under this section must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio and compliance with PFIA.

#### IV. INVESTMENT STRATEGY STATEMENT

The investment portfolio shall be designed with the objective of attaining a reasonable market yield at all times, taking into account the investment risk constraints and liquidity needs of the Town. Return on investment is of lesser importance compared to the safety and liquidity objectives described in Section II. In order to minimize risk of loss due to interest rate fluctuations, investment maturities will not exceed the anticipated cash flow requirements of the fund. Investment guidelines by fund-type are as follows:

##### A. General, Enterprise, or Operating-type Funds

Operating funds shall have their primary objective to assure that anticipated cash outflows are matched with the adequate investment liquidity. The secondary objective is to create a portfolio structure that will experience minimal volatility during changing economic cycles.

- a. **Suitability** - Any investment eligible in the Investment Policy is suitable for General, Enterprise, or Operating-type funds.
- b. **Safety of Principal** - All investments shall be of high quality with no perceived default risk. Market price fluctuations will occur. However, managing the weighted average days to maturity of each fund's portfolio to less than one year and restricting the maximum allowable maturity to two years will minimize the price volatility of the portfolio.
- c. **Liquidity** - General, Enterprise, or Operating-type Funds require the greatest short-term liquidity of any of the fund-types. Financial institution deposit accounts, short-term investment pools and money market mutual funds will provide daily liquidity and may be utilized as a competitive yield alternative to fixed maturity investments.
- d. **Marketability** - Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash flow requirement.

- e. **Diversification** - Investment maturities should be staggered throughout the budget cycle to provide cash flow based on the anticipated operating needs of the Town. Diversifying the appropriate maturity structure up to the two-year maximum will reduce interest rate risk.
- f. **Yield** - Attaining a competitive market yield for comparable security-types and portfolio restrictions is the desired objective. The yield of an equally weighted, rolling three-month Treasury-Bill portfolio will be the minimum yield objective.

#### B. Capital Project Funds and Special Purpose Funds

Capital project funds and special purpose funds shall have as their primary objective to assure that anticipated cash outflows are matched with adequate investment liquidity. The portfolios shall be invested based on cash flow estimates. Funds invested for capital projects may be from bond proceeds that are subject to arbitrage rebate regulations.

- a. **Suitability** - Any investment eligible in the Investment Policy is suitable for Capital Projects Funds.
- b. **Safety of Principal** - All investments will be of high quality with no perceived default risk. Market price fluctuations will occur. However, by managing Capital Projects Funds to not exceed the anticipated expenditure schedule, the market risk of the overall portfolio will be minimized. No stated final investment maturity shall exceed the shorter of the anticipated expenditure schedule or three years.
- c. **Liquidity** - Most capital projects programs have reasonably predictable draw down schedules. Therefore, investment maturities should generally follow the anticipated cash flow requirements. Financial institution deposit accounts, short term investment pools and money market mutual funds will provide readily available funds generally equal to one month's anticipated cash flow needs, or a competitive yield alternative for short-term fixed maturity investments. A singular repurchase agreement may be utilized if disbursements are allowed in the amount necessary to satisfy any expenditure request. This investment structure is commonly referred to as a flexible repurchase agreement.
- d. **Marketability** - Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash flow requirement.
- e. **Diversification** - Market conditions and arbitrage regulations influence the attractiveness of staggering the maturity of fixed rate investments for bond proceeds. Generally, if investment rates exceed the applicable cost of borrowing, the Town is best served by locking in most investments. If the cost of borrowing cannot be exceeded, then current market conditions will determine the attractiveness of diversifying maturities or investing in shorter and larger amounts. At no time shall the anticipated expenditure schedule be exceeded in

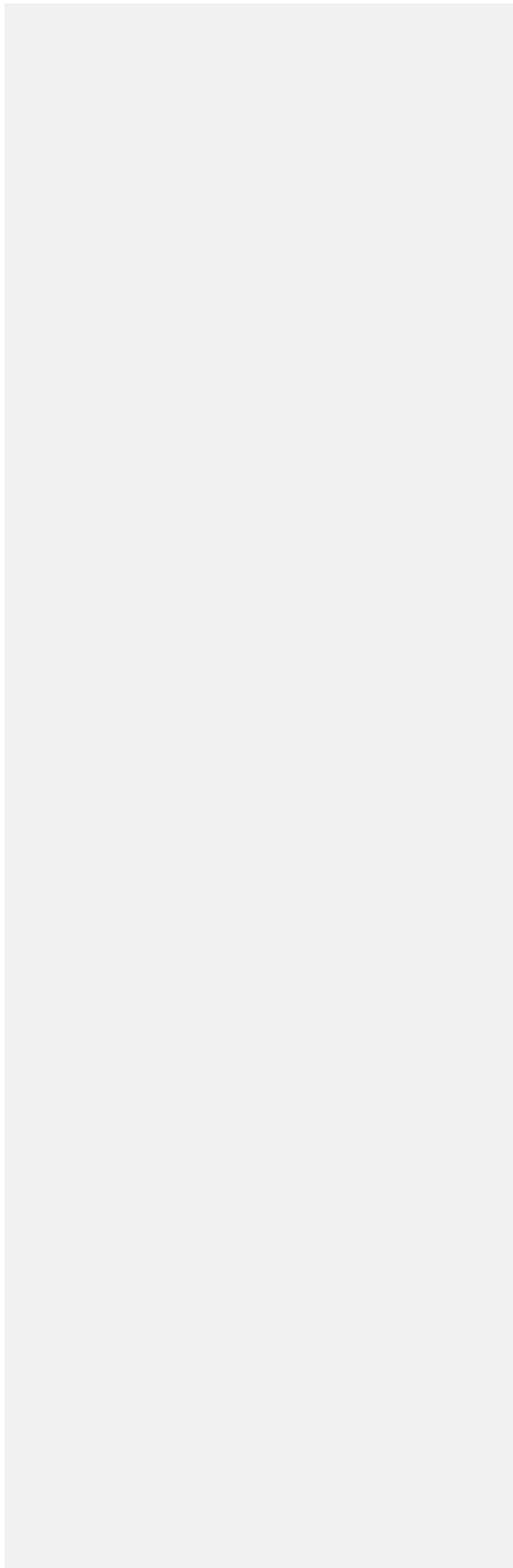
an attempt to bolster yield.

- f. **Yield** - Achieving a positive spread to the cost of borrowing is the desired objective, within the limits of the Investment Policy's risk constraints. The yield of an equally weighted, rolling six-month Treasury-Bill portfolio will be the minimum yield objective for non-borrowed funds.

### C. Debt Service Funds

Debt service funds shall have as the primary objective the assurance of investment liquidity adequate to cover the debt service obligation on the required payment date. Investments purchased shall not have a stated final maturity date which exceeds the debt service payment date.

- a. **Suitability** - Any investment eligible in the Investment Policy is suitable for Debt Service Funds.
- b. **Safety of Principal** - All investments shall be of high quality with no perceived default risk. Market price fluctuations will occur. However, by managing Debt Service Funds to not exceed the debt service payment schedule the market risk of the overall portfolio will be minimized.
- c. **Liquidity** - Debt Service Funds have predictable payment schedules. Therefore, investment maturities should not exceed the anticipated cash flow requirements. Financial institution deposit accounts, short term investments pools and money market mutual funds may provide a competitive yield alternative for short-term fixed maturity investments. A singular repurchase agreement may be utilized if disbursements are allowed in the amount necessary to satisfy any debt service payment. This investment structure is commonly referred to as a flexible repurchase agreement.
- d. **Marketability** - Securities with active and efficient secondary markets are not necessary as the event of an unanticipated cash flow requirement is not probable.
- e. **Diversification** - Market conditions influence the attractiveness of fully extending maturity to the next "unfunded" payment date. Generally, if investment rates are anticipated to decrease over time, the Town is best served by locking in most investments. If the interest rates are potentially rising, then investing in shorter and larger amounts may provide advantage. At no time shall the debt service schedule be exceeded in an attempt to bolster yield.
- f. **Yield** - Attaining a competitive market yield for comparable security-types and portfolio restrictions is the desired objective. The yield of an equally weighted, rolling three-month Treasury-Bill portfolio shall be the minimum yield objective.



|

## Appendix “A”

### Glossary of Cash Management Terms

**Accretion** – Common investment accounting entry in which the book value of securities purchased at a discount are gradually written up to the par value. The process has the effect of recording the discount as income over time.

**Accrued Interest** – Interest earned, but not yet paid, on an investment.

**Active Management** – (also called *active investing*) refers to a portfolio management strategy where the manager makes specific investments with the goal to time the investment based on market conditions, monitor the volatility (or risk), and allow for parameters for liquidity. This will be performed by projecting cash flows to determine liquidity needs and actively monitoring market conditions for advantageous risk/return options.

**Agency** – See Federal Agency.

**Amortization** – Common investment accounting entry in which the book value of securities purchased at a premium are gradually written down to the par value. The process has the effect of recording the premium as a reduction to income over time.

**Arbitrage** – Dealing simultaneously in two markets to take advantage of temporary price distortions at minimal risk. Also related to IRS regulations governing tax-exempt debt proceeds.

**Basis Point** – A unit of measurement used in the valuation of fixed-income securities equal to 1/100 of 1 percent of yield; e.g., “1/4” of 1 percent is equal to 25 basis points.

**Benchmark** – Index used to compare risk and performance to a managed portfolio.

**Bid** – The indicated price at which a buyer is willing to purchase a security or commodity.

**Book Value** – The original acquisition cost of an investment plus or minus the accrued accretion or amortization.

**Broker** – A financial firm that brings securities buyers and sellers together in return for a fee. The term “broker” is often used interchangeably with “dealer” to refer to a seller of investment securities.

**Callable Bond** – A bond issue in which all or part of its outstanding principal amount may be redeemed before maturity by the issuer under specified conditions.

**Cash Settlement** – A transaction which calls for delivery and payment of securities on the same day that the transaction is initiated.

**Collateralization** – Process by which a borrower pledges securities, property, or other

obligations for the purpose of securing the repayment of a loan, deposit and/or security.

**Collateralized Mortgage Obligation (CMO)** – A derivative mortgage-backed security (MBS) created from pools of home mortgage loans. A single MBS is divided into multiple classes, each class containing unique risk profile and security characteristics. A number of CMO classes are expressly prohibited by Texas State law. Also known as a Real Estate Mortgage Conduit (REMIC).

**Commercial Paper** – An unsecured short-term promissory note issued by corporations, with maturities ranging from 1 to 366 days. Commercial paper must carry a minimum rating of A1/P1 in order to be eligible under the Texas Public Funds Investment Act.

**Constant Maturity Treasury (CMT)** – A calculated average released by the Federal Reserve of all Treasury yields along a specific maturity point. This calculation is frequently used as a benchmark for conservative government portfolios.

**Coupon Rate** – The annual rate of interest received by an investor from the issuer of certain types of fixed-income securities. Also known as the “interest rate.”

**Credit Risk** – The risk to an investor that an issuer will default in the payment of interest and/or principal on a security.

**Derivative** – Financial instruments whose value is derived from the movement of an underlying index or security.

**Dealer** – A dealer, as opposed to a broker, sets as a principal in all securities transactions, buying and selling for their own account. Often times, the terms “broker” and “dealer” are used interchangeably to refer to a seller of investments securities.

**Delivery Versus Payment (DVP)** – A type of securities transaction in which the purchaser pays for securities at the time of delivery either to the purchaser or his/her security clearance/safekeeping agent.

**Derivative Security** – Financial instrument created from, or whose value depends upon, one or more underlying assets or indices of asset values.

**Discount** – The amount by which the par value of a security exceeds the price paid for the security.

**Diversification** – A process of investing assets among a range of investment types by sector, maturity, and quality rating.

**Dollar Weighted Average Maturity (WAM)** – The average maturity of all the investments that comprise a portfolio weighted by the dollar value of each investment.

**Fair Market Rate** – A documented and verifiable rate of interest which approximates the average rate which could have been earned on similar investments at the time of the transaction.

**Federal Agency** – A sub-division of the Federal Government.

**Federal Deposit Insurance Corporation (FDIC)** – A federal agency that insures bank deposits, currently up to \$250,000 per account. Texas Public Funds deposits that exceed this amount must be properly collateralized.

**Financial Industry Regulatory Authority (FINRA)** - the successor to the **National Association of Securities Dealers, Inc. (NASD)**. FINRA is a private corporation that focuses on regulatory oversight of all securities firms that do business with the public; professional training, testing and licensing of registered persons; arbitration and mediation; market regulation by contract for the New York Stock Exchange, the NASDAQ Stock Market, Inc., the American Stock Exchange LLC, and the International Securities Exchange.

**Interest Rate** – See “Coupon Rate.”

**Internal Controls** – An internal control structure designed to ensure that the assets of the entity are protected from loss, theft, or misuse. The internal control structure is designed to provide reasonable assurance that these objectives are met.

**Interlocal Cooperation Act** – Law permitting joint participation by local governments providing one or more government functions within the State. This law [Section 891.001 et seq. of the Texas Government Code (the “Act”)] has allowed for the creation of investment pools in Texas.

**Investment Advisers Act of 1940** – Law which requires all Investment Advisers to be registered with the SEC or State-specific regulatory agency in order to protect the public from fraud.

**Investment Policy** – A concise and clear statement of the objectives and parameters formulated by an investor or investment manager for a portfolio of investment securities. The Texas Public Funds Investment Act requires that public entities have a written and approved investment policy.

**Investment Pool** – An entity created under the Interlocal Cooperation Act to invest public funds jointly on behalf of the entities that participate in the pool.

**Liquidity** – A liquid investment is one that can be easily and quickly converted to cash without substantial loss of value. Investment pools, financial institution deposits and money market funds, which allow for same day withdrawal of cash, are considered extremely liquid.

**Local Government Investment Pool (LGIP)** – An investment by local governments in which their money is pooled as a method for managing local funds.

**Market Risk** - The risk that the value of an investment will rise or decline as a result of changes in market conditions.

**Market Value** – An investment’s par amount multiplied by its market price.

**Maturity** – The date on which payment of a financial obligation is due. The final stated maturity is the date on which the issuer must retire a debt and pay the face value to the debtholder.

**Money Market Mutual Fund** – Mutual funds that invest in accordance with SEC regulations and guidelines.

**Mortgage-Backed Security (MBS)** – Security backed by pools of mortgages.

**Net Asset Value (NAV)** – The value of a mutual fund or investment pool at the end of the business day. NAV is calculated by adding the market value of all investments in a fund or pool, deducting expenses, and dividing by the number of shares in the fund or pool.

**Offer** – An indicated price at which market participants are willing to sell a security. Also referred to as the “Ask Price.”

**Par Value** – Face value or principal value of a bond, typically \$1,000 per bond. A security’s par value is multiplied by its coupon rate to determine coupon payment amount.

**Passive Management** – Involves the creation of a portfolio allocation that is the same as a specific index to generate a return that is the same as the chosen index instead of outperforming it

**Premium** – The amount by which the price paid for a security exceeds the security’s par value.

**Primary Government Securities Dealer (Primary Dealer)** – Large government securities dealers who are required to submit daily reports of market activity and monthly financial statements to the New York Federal Reserve Bank. Primary Dealers are required to continually “make a market” in Treasury securities, buying or selling when asked, thereby creating a liquid secondary market for US debt obligations.

**Principal** – The face value or par value of a debt instrument. Also may refer to the amount of capital invested in a given investment.

**Prudent Investor Rule** – Refers to an investment principle in the Public Funds Investment Act outlining the fiduciary responsibilities of Investment Officers.

**Repurchase Agreement (repo or RP)** – An agreement of one party to sell securities at a specified price to a second party and a simultaneous agreement of the first party to repurchase the securities at a specified price or at a specified later date.

**Reverse Repurchase Agreement (Reverse Repo)** – An agreement of one party to purchase securities at a specified price from a second party and a simultaneous agreement by the first party to resell the securities at a specified price to the second party on demand or at a specified date.

**Safekeeping** – Holding of assets (e.g., securities) by a financial institution on behalf of a client.

**Total Return** – The sum of all investment income plus changes in the market value of the portfolio. For mutual funds, return on an investment is composed of share price appreciation plus any realized dividends or capital gains. This is calculated by taking the following components during a certain time period:  $(\text{Price Appreciation}) + (\text{Dividends Paid}) + (\text{Capital Gains}) = (\text{Total Return})$ .

**Treasury Bills** – Short term U.S. government non-interest bearing, debt securities with maturities of one year or shorter. T-Bills pay interest only at maturity. The interest is equal to the face value minus the purchase price.

**Treasury Notes** – Intermediate U.S. government debt securities with maturities of one to 10 years. Treasury notes, or T-notes, are generally issued in terms of 2, 3, 5, 7, and 10 years, and pay interest every six months until they mature.

**Uniform Net Capital Rule** – SEC Rule 15C3-1 outlining capital requirements for brokers/dealers.

**Volatility** – A degree of fluctuation in the price or valuation of securities.

**Yield** – The current rate of return on an investment generally expressed as an annual percentage.

**Yield-to-Call (YTC)** – The rate of return an investor earns from a bond assuming the bond is redeemed (called) prior to its nominal maturity date.

**Yield Curve** – A graphic representation that depicts the relationship at a given point in time between yields and maturity for bonds that are identical in every way except maturity. A normal yield curve may be alternatively referred to as a positive yield curve.

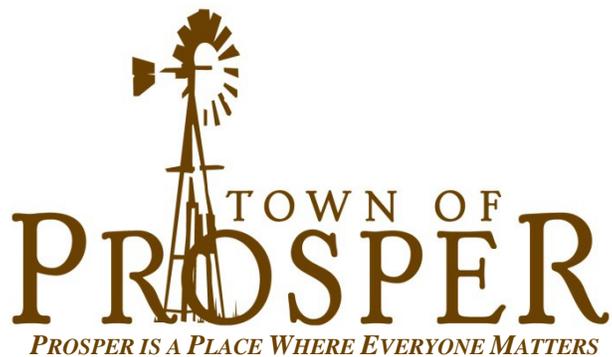
**Yield-to-Maturity** – The rate of return yielded by an investment held to maturity when both interest payments and the investor's purchase price discount or premium are included in the calculation of return.

**Zero-coupon Securities** – Security that is issued at a discount and makes no periodic interest payments. The rate of return consists of a gradual accretion of the principal of the security and is payable at par upon maturity.

**Appendix “B”**

**Town of Prosper Authorized Broker/Dealer List**

FHN Financial  
Great Pacific Securities  
Hilltop Securities, Inc.  
Multi-Bank Securities, Inc.  
Oppenheimer & Co., Inc.  
SAMCO Capital Markets  
Wells Fargo Securities



**TOWN OF PROSPER, TEXAS**

**and**

**PROSPER ECONOMIC DEVELOPMENT CORPORATION**

**INVESTMENT POLICY**

**September 13, 2022**

## INVESTMENT POLICY

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## PREFACE

The Town of Prosper and the Prosper Economic Development Corporation are separately chartered, governed, and operated entities. Each ENTITY adheres to its own governing documents and the Public Funds Investment Act. Each ENTITY additionally seeks to safely and effectively manage the funds under its control. To achieve those requirements, the governing body of each ENTITY has legally adopted this Investment Policy.

Throughout this Investment Policy, the two entities shall be singularly referred to as “ENTITY” and collectively referred to as “PROSPER.”

It is the policy of PROSPER that, giving due regard to the safety and risk of investment, all available funds shall be invested in conformance with State and Federal Regulations, applicable Bond Resolution requirements, adopted Investment Policy and adopted Investment Strategy.

Effective cash management is recognized as essential to good fiscal management. A comprehensive and effective cash management system will be pursued to optimize investment interest earnings as viable and material revenue to all PROSPER funds. PROSPER’s portfolio shall be designed and managed in a manner responsive to the public trust and consistent with all Federal regulations, State of Texas statutes and other legal requirements, including the Town Charter, Town Ordinances, Articles of Incorporation, and this Policy.

## I. PURPOSE

### A. Formal Adoption

This Investment Policy is authorized by PROSPER in accordance with Chapter 2256, Texas Government Code, the Public Funds Investment Act, herein referred to as “PFIA”.

### B. Scope

This Investment Policy applies to all of the investment activities of PROSPER. These funds are accounted for in the Town’s Comprehensive Annual Financial Report (CAFR) and include:

- General Fund
- Debt Service Funds
- Special Revenue Funds
- Capital Project Funds
- Enterprise Funds
- Internal Service Funds
- Economic Development Corporation Funds
- Any new fund created by the Town

The Town of Prosper may consolidate cash balances from multiple funds to maximize investment earnings. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

This Policy establishes guidelines for:

1. Who can invest PROSPER funds,
2. How PROSPER funds will be invested, and
3. When and how a periodic review of investments will be made.

In addition to this Policy, bond funds (as defined by the Internal Revenue Service) shall be managed in accordance with their issuing documentation and all applicable State and Federal Law.

All investments made with PROSPER funds prior to the adoption of this Investment Policy shall be held or liquidated as determined to be in the best interest of the financial well being of PROSPER. PROSPER will also monitor changes in the credit ratings of its investments quarterly using a number of resources including rating agencies, broker/dealers or financial publications. PROSPER shall take all prudent measures that are consistent with its investment policy to liquidate an investment that does not have the minimum rating.

### **C. Review and Amendment**

This Policy shall be reviewed annually by the ENTITY's governing body. The ENTITY's governing body shall adopt a written document stating that it has reviewed and recorded any changes made to the Investment Policy.

### **D. Investment Strategy**

In conjunction with the annual Policy review, the ENTITY's governing body shall review the separate written Investment Strategy for each of PROSPER's funds. The Investment Strategy must describe the investment objectives for each particular fund according to the following priorities:

1. Investment suitability,
2. Preservation and safety of principal,
3. Liquidity,
4. Marketability prior to maturity of each investment,
5. Diversification, and
6. Yield.

## **II. INVESTMENT OBJECTIVES**

### **A. Safety of Principal**

The primary objective of all investment activity is the preservation of capital and the safety of principal in the overall portfolio. Each investment transaction shall seek to ensure first that capital losses are avoided, whether they are from securities defaults or erosion of the market value.

### **B. Maintenance of Adequate Liquidity**

The investment portfolio will remain sufficiently liquid to meet the cash flow requirements that might be reasonably anticipated. Liquidity shall be achieved by matching investment maturities with forecasted cash flow requirements; investing in securities with active secondary markets; and maintaining appropriate portfolio diversification.

### C. Public Trust

All participants in the investment process will seek to act responsibly as custodians of the public trust. Investment officials will avoid any transactions that might impair public confidence in the Town's ability to govern effectively. The governing body recognizes that in a diversified portfolio, occasional measured losses due to market volatility are inevitable, and must be considered within the context of the overall portfolio's investment return, provided that the adequate diversification has been implemented and the terms of this policy have been followed.

### D. Yield

The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. Core investments are limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed.

## III. INVESTMENT POLICIES

### A. Authorized Investments

Investments described below are authorized by PFIA as eligible securities for PROSPER. In the event an authorized investment loses its required minimum credit rating, all prudent measures will be taken to liquidate said investment. Additionally, PROSPER is not required to liquidate investments that were authorized at the time of purchase in the event that subsequent legislation renders certain securities as no longer authorized for purchase by the Town. PROSPER's funds governed by this Policy may be invested in:

1. **Obligations of Governmental Entities (Section 2256.009).** Except for the items listed in 1.e. below, the following are authorized investments for obligations of governmental agencies:
  - a. Obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks;
  - b. Direct obligations of the State of Texas or its agencies and instrumentalities;
  - c. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit

Insurance Corporation or by the explicit full faith and credit of the United States;

- d. Obligations of states, agencies, counties, cities, and other political subdivisions of any State having been rated as to investment quality by a nationally recognized investment rating firm and having received a rating of not less than “A” or its equivalent;
- e. The following *are not authorized investments* for PROSPER:
  1. Obligations whose payments represent the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal (Interest Only);
  2. Obligations whose payments represent the principal stream of cash flow from the underlying mortgage-backed security collateral and bear no interest (Principal Only);
  3. Collateralized mortgage obligations that have a stated final maturity date of greater than 10 years; and
  4. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index (Inverse Floater).

## 2. Financial Institution Deposits (Section 2256.010).

- a. Certificates of deposit, share certificates, or other forms of deposit provided the deposit is issued by a depository institution that has its main office or a branch office in Texas that is:
  1. Guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or the National Credit Union Share Insurance Fund or its successor; or
  2. Secured by obligations that are described by 1. (Obligations of Governmental Entities) above, which are intended to include all direct Federal agency or instrumentality issued mortgage backed securities, but excluding those mortgage-backed securities of the nature described in
    - 1.e. above, that have a market value of not less than the uninsured amount of the deposit; or

3. Secured in any other manner and amount provided by the law for deposits of PROSPER.
- b.** In addition to the authority to invest funds in certificates of deposit under Subsection “a”, an investment in certificates of deposit made in accordance with the following conditions is an authorized investment:
1. The funds are invested through:
    - (a) a broker that has its main office or a branch office in this state and is selected from a list adopted by PROSPER as required by Section 2256.025; or
    - (b) a depository institution that has its main office or a branch office in this state and that is selected by PROSPER;
  2. The broker or the depository institution selected by PROSPER under Subdivision (1) arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of PROSPER;
  3. The full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States; and
  4. PROSPER appoints the depository institution selected by PROSPER under Subdivision (1), an entity described by Section 2257.041(d), or a clearing broker-dealer registered with the Securities and Exchange Commission and operating pursuant to Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. Section 240.15c3-3) as custodian for PROSPER with respect to the certificates of deposit issued for the account of PROSPER.
- 3. Mutual Funds (2256.014).**

- a.** A no-load money market mutual fund is an authorized investment under this subchapter if the mutual fund:
1. Is registered with and regulated by the Securities and Exchange Commission;
  2. Provides PROSPER with a prospectus and other information required by the Securities Exchange Act of 1934 (15 U.S.C. Section 78a et seq.) or the

Investment Company Act of 1940 (15 U.S.C. Section 80a-1 et seq.); and

3. Includes in its investment objectives the maintenance of a stable net asset value of \$1.0000 for each share.
- b.** In addition to a no-load money market mutual fund permitted as an authorized investment in Subsection (a), a no-load mutual fund is an authorized investment under this subchapter if the mutual fund:
1. Is registered with the Securities and Exchange Commission;
  2. Has an average weighted maturity of less than two years;
  3. Either:
    - (a) Has a duration of one year or more and is invested exclusively in obligations approved by this subchapter; or
    4. Has a duration of less than one year and the investment portfolio is limited to investment grade securities, excluding asset-backed securities.
- c.** PROSPER is not authorized by this section to:
1. Invest in the aggregate more than 15 percent of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, in mutual funds described in Subsection (b);
  2. Invest any portion of bond proceeds, reserves and funds held for debt service, in mutual funds described in Subsection (b); or
  3. Invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one mutual fund described in Subsection (a) or (b) in an amount that exceeds 10 percent of the total assets of the mutual fund.
- 4. Local Government Investment Pools (2256.016).** Eligible investment pools organized and operating in compliance with PFIA described in section 2256.016 and 2256.019, have been authorized by the Town's Council, whose investment philosophy and strategy include seeking to maintain a stable net asset value of \$1.00 per share, and are consistent with this Policy and PROSPER's ongoing investment strategy.

**5. Commercial Paper (2256.013).** Commercial paper is an authorized investment under this policy if the commercial paper:

- a. Has a stated maturity of 365 days or fewer from the date of its issuance; and
- b. Is rated not less than A-1 or P-1 or an equivalent rating by at least:
  - 1. two nationally recognized credit rating agencies; or
  - 2. one nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States or any state.

**6. Repurchase Agreements (2256.011).** Repurchase agreements arranged in compliance with PFIA, under the terms of an executed Repurchase Agreement, and secured in accordance with this Policy.

- a. A fully collateralized repurchase agreement is an authorized investment under PFIA, Subchapter A, if the repurchase agreement:
  - 1. has a defined termination date;
  - 2. is secured by a combination of cash and obligations described by PFIA, section 2256.009(a)(1); and
  - 3. requires the securities being purchased by the Town to be pledged to the Town, held in the Town's name, and deposited at the time the investment is made with the Town or with the third-party selected and approved by the Town; and
  - 4. is placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in Texas.
- b. In this section, "repurchase agreement" means a simultaneous agreement to buy, hold for a specific time, and sell back, at a future date, obligations described by Section 2256.009(a)(1), at market value at the time the funds are disbursed of not less than the principal amount of the funds disbursed. The term includes a direct security repurchase agreement and a reverse Security repurchase agreement.
- c. Notwithstanding any other law, the term of any reverse security repurchase agreement may not exceed 90 days after the date the reverse security repurchase agreement is delivered.

- d. Money received by PROSPER under the terms of a reverse security repurchase agreement shall be used to acquire additional authorized investments, but the term of the authorized investments acquired must mature not later than the expiration date stated in the reverse security repurchase agreement.

**7. Guaranteed Investment Contracts (2256.015).**

- a. A guaranteed investment contract is an authorized investment for bond proceeds under this subchapter if the guaranteed investment contract:

1. Has a defined termination date;
2. Is secured by obligations described by Section 2256.009(a)(1), excluding those obligations described by Section 2256.009(b), in an amount at least equal to the amount of bond proceeds invested under the contract; and
3. Is pledged to PROSPER and deposited with the Town or with a third party selected and approved by the Town.

- b. Bond proceeds, other than bond proceeds representing reserves and funds maintained for debt service purposes, may not be invested under this subchapter in a guaranteed investment contract with a term of longer than five years from the date of issuance of the bonds.

- c. To be eligible as an authorized investment:

1. The governing body of the Town must specifically authorize guaranteed investment contracts as an eligible investment in the order, ordinance, or resolution authorizing the issuance of bonds;
2. The Town must receive bids from at least three separate providers with no material financial interest in the bonds from which proceeds were received;
3. The Town must purchase the highest yielding guaranteed investment contract for which a qualifying bid is received;
4. The price of the guaranteed investment contract must take into account the reasonably expected drawdown schedule for the bond proceeds to be invested; and

5. The provider must certify the administrative costs reasonably expected to be paid to third parties in connection with the guaranteed investment contract.

## **B. Protection of Principal**

PROSPER shall seek to control the risk of loss due to failure of a security issuer or grantor. Such risk shall be controlled by investing only in the safest types of securities as defined in the Policy; by collateralization as required by law; and through portfolio diversification by maturity and type.

The purchase of individual securities shall be executed “Delivery versus Payment” (DVP) through PROSPER’s Safekeeping Agent. By so doing, PROSPER’s funds are not released until PROSPER has received, through the Safekeeping Agent, the securities purchased.

### **1. Diversification by Investment Type**

Diversification by investment type shall be maintained by ensuring an active and efficient secondary market in portfolio investments and by controlling the market and opportunity risks associated with specific investment types.

Bond proceeds may be invested in a single security or investment if PROSPER determines that such an investment is necessary to comply with Federal arbitrage restrictions or to facilitate arbitrage record keeping and calculation.

### **2. Diversification by Investment Maturity**

In order to minimize risk of loss due to interest rate fluctuations, investment maturities will not exceed the anticipated cash flow requirements of the funds. Generally, PROSPER will not directly invest in securities maturing more than five years from the date of purchase.

Maturity guidelines by fund type are discussed in Section IV, Investment Strategy Statement.

### **3. Ensuring Liquidity**

Liquidity shall be achieved by anticipating cash flow requirements, by investing in securities with active secondary markets and by investing in eligible financial institution deposit accounts, money market mutual funds, and local government investment pools.

A security may be liquidated to meet unanticipated cash requirements, to redeploy cash into other investments expected to outperform current holdings, or otherwise

to adjust the portfolio.

#### **4. Depository Agreements**

Consistent with the requirements of State Law, PROSPER requires all bank deposits to be federally insured or collateralized with eligible securities. Financial institutions serving as PROSPER's Depositories will be required to sign a Depository Agreement with PROSPER and PROSPER's safekeeping agent. The safekeeping portion of the Agreement shall define PROSPER's rights to the collateral in case of default, bankruptcy, or closing and shall establish a perfected security interest in compliance with Federal and State regulations, including:

- The Agreement must be in writing;
- The Agreement has to be executed by the Depository and PROSPER contemporaneously with the acquisition of the asset;
- The Agreement must be approved by the Board of Directors or the designated committee of the Depository and a copy of the meeting minutes must be delivered to PROSPER;
- The Agreement must be part of the Depository's "official record" continuously since its execution.

##### **a. Allowable Collateral**

Eligible securities for collateralization of PROSPER deposits are defined by Chapter 2257, Texas Government Code, the Public Funds Collateral Act, as amended and meet the constraints of this Section III. A. 2.

##### **b. Collateral Levels**

The market value of pledged collateral must at all times be equal to or greater than 105% of the principal and accrued interest for PROSPER balances, less the applicable level of FDIC insurance.

Letters of Credit shall at all times be equal to or greater than 100% of the total value of the deposits and accrued interest for PROSPER balances, less the applicable level of FDIC insurance. Non-renewable Letters of Credit shall expire not less than two business days after the anticipated deposit withdrawal.

##### **c. Monitoring Collateral Adequacy**

PROSPER shall require monthly reports of pledged securities marked to market

using quotes by a recognized market pricing service quoted on the valuation date from all financial institutions with which PROSPER has collateralized deposits. Additionally, a monthly collateral report shall be provided by the custodian for verification of the pledged securities. The Investment Officers will monitor adequacy of collateralization levels to verify market values and total collateral positions.

**d. Additional Collateral**

If the collateral pledged for a deposit falls below adequate levels, as defined above in Section 4.b., the institution holding the deposit will be notified by the Investment Officers and will be required to pledge additional securities no later than the end of the next succeeding business day.

**e. Security Substitution**

Collateralized deposits often require substitution of securities. Any financial institution requesting substitution must contact an Investment Officer for approval and settlement. The substituted security's value will be calculated and substitution approved if the substitution maintains a pledged value equal to or greater than the required security level. An Investment Officer must provide written notification of the decision to the bank or the safekeeping agent holding the security prior to any security release. Substitution is allowable for all transactions, but should be limited, if possible, to minimize potential administrative problems and transfer expense. The Investment Officers may limit substitution and assess appropriate fees if substitution becomes excessive or abusive.

**5. Safekeeping**

**a. Safekeeping Agreement**

PROSPER shall contract with a bank or banks for the safekeeping of securities either owned by PROSPER as a part of its investment portfolio or as a part of its depository agreements.

**b. Safekeeping of Deposit Collateral**

All marketable security collateral securing bank deposits must be held by a third-party custodian eligible under the Public Funds Collateral Act, and acceptable to PROSPER, or by a Federal Reserve Bank.

**C. Investment Advisers and Securities Dealers**

Investment Advisers shall adhere to the spirit, philosophy and specific terms of this Policy and shall invest within the same "Standard of Care" as defined in Section E. 3. Below. Securities Dealers shall avoid recommending or suggesting transactions

outside that “Standard of Care.”

## **1. Selection of Investment Advisers**

The selection of Investment Advisers will be performed by the Investment Officers. The Investment Officers will establish criteria to evaluate Investment Advisers including:

- a. Adherence to PROSPER’s policies and strategies,
- b. Investment performance and transaction pricing within accepted risk constraints,
- c. Responsiveness to PROSPER’s request for services, information and open communication,
- d. Understanding of the inherent fiduciary responsibility of investing public funds, and
- e. Similarity in philosophy and strategy with PROSPER’s objectives.

Selected Investment Advisers must be registered under the Investment Advisers Act of 1940 or with the State Securities Board. A contract with an Investment Adviser may not be for a term longer than two years and any contract, renewal or extension must be approved by Town Council.

## **2. Selection of Authorized Securities Dealers**

The ENTITY’s governing body shall, at least annually, review, revise, and adopt a list of qualified broker/dealers (Appendix B) that are authorized to engage in investment transactions with the ENTITY.

### **a. Eligibility**

Authorized firms may include primary dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1 (Uniform Net Capital Rule), and qualified depositories.

### **b. Competitive Environment**

It is the policy of PROSPER to require a competitive environment for all investment activities. Individual investment quotes will be solicited orally, in writing, electronically, or any combination of these methods.

### **3. Policy Certification**

All local government investment pools and discretionary investment management firms (business organizations) offering to engage in an investment transaction with PROSPER will be required to acknowledge in writing that the firm has received and reviewed PROSPER's Investment Policy. This Certification also acknowledges that the business organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between PROSPER and the organization that are not authorized by PROSPER's investment policy, except to the extent that this authorization is dependent on an analysis of the makeup of PROSPER's entire portfolio, requires an interpretation of subjective investment standards, or relates to investment transactions of PROSPER that are not made through accounts or other contractual arrangements over which the business organization has accepted discretionary investment authority, as required by PFIA.

## **D. Responsibility and Control**

### **1. Authority to Invest**

The Town Manager, Executive Director of Administrative Services, Finance Director, Assistant Finance Director, and the Accounting Manager are the "Investment Officers" of the Town of Prosper. The PEDC Treasurer, Executive Director of Administrative Services, and the Finance Director are the "Investment Officers" of the PEDC. The Investment Officers are authorized to deposit, withdraw, invest, transfer, execute documentation, and otherwise manage PROSPER's funds according to this Policy. The Investment Officers may authorize one or more Investment Officers to deposit, withdraw or transfer funds out of or into an investment pool or money market mutual fund in order to meet daily operating needs of PROSPER in compliance with the established Internal Controls.

### **2. Prudent Investment Management**

The designated Investment Officers shall perform their duties in accordance with the adopted Investment Policy and internal procedures. In determining whether an Investment Officer has exercised prudence with respect to an investment decision, the investment of all funds over which the Investment Officer had responsibility, rather than the prudence of a single investment shall be considered.

Investment Officers acting in good faith and in accordance with these policies and procedures shall be relieved of personal liability.

### **3. Standard of Care**

The standard of care used by PROSPER shall be that as defined in PFIA, Section 2256.006. It states:

“Investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion and intelligence would exercise in the management of the person’s own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived.”

#### **4. Standards of Ethics**

The designated Investment Officers shall act as custodians of the public trust avoiding any transactions which might involve a conflict of interest, the appearance of a conflict of interest, or any activity which might otherwise discourage public confidence. Investment Officers shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Additionally, all Investment Officers shall file with the Texas Ethics Commission and the ENTITY’s governing body a statement disclosing any personal business relationship with a business organization seeking to sell investments to PROSPER or any relationship within the second degree by affinity or consanguinity to an individual seeking to sell investments to PROSPER. For purposes of this subsection, an Investment Officer has a personal business relationship with business organization if:

- a. The Investment Officer owns 10 percent or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization;
- b. Funds received by the Investment Officer from the business organization exceed 10 percent of the Investment Officer’s gross income for the previous year; or
- c. The Investment Officer has acquired from the business organization during the previous year investments with a book value of \$2,500 or more for the personal account of the Investment Officer.

#### **5. Establishment of Internal Controls**

PROSPER’s Investment Officers will maintain a system of internal controls over the investment activities of PROSPER.

#### **6. Reporting**

Investment performance will be monitored and evaluated by the Investment Officers. The weighted average yield to maturity will be the standard for calculating portfolio rate of return. The Investment Officers will provide a quarterly comprehensive report signed by all Investment Officers to the ENTITY’s governing body. This investment report shall:

- a. Describe in detail the investment position of PROSPER,
- b. Contain a summary statement, prepared in compliance with generally accepted accounting principles, of each pooled fund group that states the:
  - 1. beginning market value of the reporting period;
  - 2. ending market value for the period; and
  - 3. fully accrued interest for the reporting period;
- c. State the book value and market value of each separately invested asset at the end of the reporting period by the type of asset and fund type invested;
- d. State the maturity date of each separately invested asset that has a maturity date;
- e. State the account or fund or pooled group fund for which each individual investment was acquired; and
- f. State the compliance of the investment portfolio with PROSPER's Investment Policy, strategy, and PFIA.

In defining market value, sources independent of the investment provider will determine valuations and consideration will be given to GASB Statement No. 31.

PROSPER, in conjunction with its annual financial audit, shall perform a compliance audit of the management controls on investments and adherence to PROSPER's Investment Policy. If PROSPER invests in other than money market mutual funds, investment pools or accounts offered by its depository bank in the form of certificates of deposits, or money market accounts or similar accounts, the reports prepared by the Investment Officers shall be formally reviewed at least annually by an independent auditor, and the result of the review shall be reported to the ENTITY's governing body by that auditor.

## 7. Training

In order to ensure the quality and capability of PROSPER's investment personnel making investment decisions, PROSPER shall provide periodic training in investments for the investment personnel through courses and seminars offered by approved independent training sources, including: the Government Finance Officers Association (GFOA), Government Finance Officers Association of Texas (GFOAT), Government Treasurers' Organization of Texas (GTOT), Texas Municipal League (TML), North Central Texas Council of Governments (NCTCOG), International City/County Management Association (ICMA), Texas Society of Certified Public Accountants (TSCPA), American Institute of Certified Public Accountants (AICPA), and University of North Texas (UNT).

- a. The Investment Officers shall:
  1. attend at least 10 hours of training relating to the Investment Officers' responsibilities within 12 months after taking office or assuming duties; and
  2. attend an investment training session not less than once in a two-year period that begins on the first day of the Town's fiscal year and consists of the two consecutive fiscal years after that date and receive not less than 8 hours of instruction relating to investment responsibilities under this subchapter.
- b. Training under this section must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio and compliance with PFIA.

#### IV. INVESTMENT STRATEGY STATEMENT

The investment portfolio shall be designed with the objective of attaining a reasonable market yield at all times, taking into account the investment risk constraints and liquidity needs of the Town. Return on investment is of lesser importance compared to the safety and liquidity objectives described in Section II. In order to minimize risk of loss due to interest rate fluctuations, investment maturities will not exceed the anticipated cash flow requirements of the fund. Investment guidelines by fund-type are as follows:

##### A. General, Enterprise, or Operating-type Funds

Operating funds shall have their primary objective to assure that anticipated cash outflows are matched with the adequate investment liquidity. The secondary objective is to create a portfolio structure that will experience minimal volatility during changing economic cycles.

- a. **Suitability** - Any investment eligible in the Investment Policy is suitable for General, Enterprise, or Operating-type funds.
- b. **Safety of Principal** - All investments shall be of high quality with no perceived default risk. Market price fluctuations will occur. However, managing the weighted average days to maturity of each fund's portfolio to less than one year and restricting the maximum allowable maturity to two years will minimize the price volatility of the portfolio.
- c. **Liquidity** - General, Enterprise, or Operating-type Funds require the greatest short-term liquidity of any of the fund-types. Financial institution deposit accounts, short-term investment pools and money market mutual funds will provide daily liquidity and may be utilized as a competitive yield alternative to fixed maturity investments.
- d. **Marketability** - Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash flow requirement.

- e. **Diversification** - Investment maturities should be staggered throughout the budget cycle to provide cash flow based on the anticipated operating needs of the Town. Diversifying the appropriate maturity structure up to the two-year maximum will reduce interest rate risk.
- f. **Yield** - Attaining a competitive market yield for comparable security-types and portfolio restrictions is the desired objective. The yield of an equally weighted, rolling three-month Treasury-Bill portfolio will be the minimum yield objective.

## B. Capital Project Funds and Special Purpose Funds

Capital project funds and special purpose funds shall have as their primary objective to assure that anticipated cash outflows are matched with adequate investment liquidity. The portfolios shall be invested based on cash flow estimates. Funds invested for capital projects may be from bond proceeds that are subject to arbitrage rebate regulations.

- a. **Suitability** - Any investment eligible in the Investment Policy is suitable for Capital Projects Funds.
- b. **Safety of Principal** - All investments will be of high quality with no perceived default risk. Market price fluctuations will occur. However, by managing Capital Projects Funds to not exceed the anticipated expenditure schedule, the market risk of the overall portfolio will be minimized. No stated final investment maturity shall exceed the shorter of the anticipated expenditure schedule or three years.
- c. **Liquidity** - Most capital projects programs have reasonably predictable draw down schedules. Therefore, investment maturities should generally follow the anticipated cash flow requirements. Financial institution deposit accounts, short term investment pools and money market mutual funds will provide readily available funds generally equal to one month's anticipated cash flow needs, or a competitive yield alternative for short-term fixed maturity investments. A singular repurchase agreement may be utilized if disbursements are allowed in the amount necessary to satisfy any expenditure request. This investment structure is commonly referred to as a flexible repurchase agreement.
- d. **Marketability** - Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash flow requirement.
- e. **Diversification** - Market conditions and arbitrage regulations influence the attractiveness of staggering the maturity of fixed rate investments for bond proceeds. Generally, if investment rates exceed the applicable cost of borrowing, the Town is best served by locking in most investments. If the cost of borrowing cannot be exceeded, then current market conditions will determine the attractiveness of diversifying maturities or investing in shorter and larger amounts. At no time shall the anticipated expenditure schedule be exceeded in

an attempt to bolster yield.

- f. **Yield** - Achieving a positive spread to the cost of borrowing is the desired objective, within the limits of the Investment Policy's risk constraints. The yield of an equally weighted, rolling six-month Treasury-Bill portfolio will be the minimum yield objective for non-borrowed funds.

### C. Debt Service Funds

Debt service funds shall have as the primary objective the assurance of investment liquidity adequate to cover the debt service obligation on the required payment date. Investments purchased shall not have a stated final maturity date which exceeds the debt service payment date.

- a. **Suitability** - Any investment eligible in the Investment Policy is suitable for Debt Service Funds.
- b. **Safety of Principal** - All investments shall be of high quality with no perceived default risk. Market price fluctuations will occur. However, by managing Debt Service Funds to not exceed the debt service payment schedule the market risk of the overall portfolio will be minimized.
- c. **Liquidity** - Debt Service Funds have predictable payment schedules. Therefore, investment maturities should not exceed the anticipated cash flow requirements. Financial institution deposit accounts, short term investments pools and money market mutual funds may provide a competitive yield alternative for short-term fixed maturity investments. A singular repurchase agreement may be utilized if disbursements are allowed in the amount necessary to satisfy any debt service payment. This investment structure is commonly referred to as a flexible repurchase agreement.
- d. **Marketability** - Securities with active and efficient secondary markets are not necessary as the event of an unanticipated cash flow requirement is not probable.
- e. **Diversification** - Market conditions influence the attractiveness of fully extending maturity to the next "unfunded" payment date. Generally, if investment rates are anticipated to decrease over time, the Town is best served by locking in most investments. If the interest rates are potentially rising, then investing in shorter and larger amounts may provide advantage. At no time shall the debt service schedule be exceeded in an attempt to bolster yield.
- f. **Yield** - Attaining a competitive market yield for comparable security-types and portfolio restrictions is the desired objective. The yield of an equally weighted, rolling three-month Treasury-Bill portfolio shall be the minimum yield objective.



## Appendix “A”

### Glossary of Cash Management Terms

**Accretion** – Common investment accounting entry in which the book value of securities purchased at a discount are gradually written up to the par value. The process has the effect of recording the discount as income over time.

**Accrued Interest** – Interest earned, but not yet paid, on an investment.

**Active Management** – (also called *active investing*) refers to a portfolio management strategy where the manager makes specific investments with the goal to time the investment based on market conditions, monitor the volatility (or risk), and allow for parameters for liquidity. This will be performed by projecting cash flows to determine liquidity needs and actively monitoring market conditions for advantageous risk/return options.

**Agency** – See Federal Agency.

**Amortization** – Common investment accounting entry in which the book value of securities purchased at a premium are gradually written down to the par value. The process has the effect of recording the premium as a reduction to income over time.

**Arbitrage** – Dealing simultaneously in two markets to take advantage of temporary price distortions at minimal risk. Also related to IRS regulations governing tax-exempt debt proceeds.

**Basis Point** – A unit of measurement used in the valuation of fixed-income securities equal to 1/100 of 1 percent of yield; e.g., “1/4” of 1 percent is equal to 25 basis points.

**Benchmark** – Index used to compare risk and performance to a managed portfolio.

**Bid** – The indicated price at which a buyer is willing to purchase a security or commodity.

**Book Value** – The original acquisition cost of an investment plus or minus the accrued accretion or amortization.

**Broker** – A financial firm that brings securities buyers and sellers together in return for a fee. The term “broker” is often used interchangeably with “dealer” to refer to a seller of investment securities.

**Callable Bond** – A bond issue in which all or part of its outstanding principal amount may be redeemed before maturity by the issuer under specified conditions.

**Cash Settlement** – A transaction which calls for delivery and payment of securities on the same day that the transaction is initiated.

**Collateralization** – Process by which a borrower pledges securities, property, or other

obligations for the purpose of securing the repayment of a loan, deposit and/or security.

**Collateralized Mortgage Obligation (CMO)** – A derivative mortgage-backed security (MBS) created from pools of home mortgage loans. A single MBS is divided into multiple classes, each class containing unique risk profile and security characteristics. A number of CMO classes are expressly prohibited by Texas State law. Also known as a Real Estate Mortgage Conduit (REMIC).

**Commercial Paper** – An unsecured short-term promissory note issued by corporations, with maturities ranging from 1 to 366 days. Commercial paper must carry a minimum rating of A1/P1 in order to be eligible under the Texas Public Funds Investment Act.

**Constant Maturity Treasury (CMT)** – A calculated average released by the Federal Reserve of all Treasury yields along a specific maturity point. This calculation is frequently used as a benchmark for conservative government portfolios.

**Coupon Rate** – The annual rate of interest received by an investor from the issuer of certain types of fixed-income securities. Also known as the “interest rate.”

**Credit Risk** – The risk to an investor that an issuer will default in the payment of interest and/or principal on a security.

**Derivative** – Financial instruments whose value is derived from the movement of an underlying index or security.

**Dealer** – A dealer, as opposed to a broker, sets as a principal in all securities transactions, buying and selling for their own account. Often times, the terms “broker” and “dealer” are used interchangeably to refer to a seller of investments securities.

**Delivery Versus Payment (DVP)** – A type of securities transaction in which the purchaser pays for securities at the time of delivery either to the purchaser or his/her security clearance/safekeeping agent.

**Derivative Security** – Financial instrument created from, or whose value depends upon, one or more underlying assets or indices of asset values.

**Discount** – The amount by which the par value of a security exceeds the price paid for the security.

**Diversification** – A process of investing assets among a range of investment types by sector, maturity, and quality rating.

**Dollar Weighted Average Maturity (WAM)** – The average maturity of all the investments that comprise a portfolio weighted by the dollar value of each investment.

**Fair Market Rate** – A documented and verifiable rate of interest which approximates the average rate which could have been earned on similar investments at the time of the transaction.

**Federal Agency** – A sub-division of the Federal Government.

**Federal Deposit Insurance Corporation (FDIC)** – A federal agency that insures bank deposits, currently up to \$250,000 per account. Texas Public Funds deposits that exceed this amount must be properly collateralized.

**Financial Industry Regulatory Authority (FINRA)** - the successor to the **National Association of Securities Dealers, Inc. (NASD)**. FINRA is a private corporation that focuses on regulatory oversight of all securities firms that do business with the public; professional training, testing and licensing of registered persons; arbitration and mediation; market regulation by contract for the New York Stock Exchange, the NASDAQ Stock Market, Inc., the American Stock Exchange LLC, and the International Securities Exchange.

**Interest Rate** – See “Coupon Rate.”

**Internal Controls** – An internal control structure designed to ensure that the assets of the entity are protected from loss, theft, or misuse. The internal control structure is designed to provide reasonable assurance that these objectives are met.

**Interlocal Cooperation Act** – Law permitting joint participation by local governments providing one or more government functions within the State. This law [Section 891.001 et seq. of the Texas Government Code (the “Act”)] has allowed for the creation of investment pools in Texas.

**Investment Advisers Act of 1940** – Law which requires all Investment Advisers to be registered with the SEC or State-specific regulatory agency in order to protect the public from fraud.

**Investment Policy** – A concise and clear statement of the objectives and parameters formulated by an investor or investment manager for a portfolio of investment securities. The Texas Public Funds Investment Act requires that public entities have a written and approved investment policy.

**Investment Pool** – An entity created under the Interlocal Cooperation Act to invest public funds jointly on behalf of the entities that participate in the pool.

**Liquidity** – A liquid investment is one that can be easily and quickly converted to cash without substantial loss of value. Investment pools, financial institution deposits and money market funds, which allow for same day withdrawal of cash, are considered extremely liquid.

**Local Government Investment Pool (LGIP)** – An investment by local governments in which their money is pooled as a method for managing local funds.

**Market Risk** - The risk that the value of an investment will rise or decline as a result of changes in market conditions.

**Market Value** – An investment’s par amount multiplied by its market price.

**Maturity** – The date on which payment of a financial obligation is due. The final stated maturity is the date on which the issuer must retire a debt and pay the face value to the debtholder.

**Money Market Mutual Fund** – Mutual funds that invest in accordance with SEC regulations and guidelines.

**Mortgage-Backed Security (MBS)** – Security backed by pools of mortgages.

**Net Asset Value (NAV)** – The value of a mutual fund or investment pool at the end of the business day. NAV is calculated by adding the market value of all investments in a fund or pool, deducting expenses, and dividing by the number of shares in the fund or pool.

**Offer** – An indicated price at which market participants are willing to sell a security. Also referred to as the “Ask Price.”

**Par Value** – Face value or principal value of a bond, typically \$1,000 per bond. A security’s par value is multiplied by its coupon rate to determine coupon payment amount.

**Passive Management** – Involves the creation of a portfolio allocation that is the same as a specific index to generate a return that is the same as the chosen index instead of outperforming it

**Premium** – The amount by which the price paid for a security exceeds the security’s par value.

**Primary Government Securities Dealer (Primary Dealer)** – Large government securities dealers who are required to submit daily reports of market activity and monthly financial statements to the New York Federal Reserve Bank. Primary Dealers are required to continually “make a market” in Treasury securities, buying or selling when asked, thereby creating a liquid secondary market for US debt obligations.

**Principal** – The face value or par value of a debt instrument. Also may refer to the amount of capital invested in a given investment.

**Prudent Investor Rule** – Refers to an investment principle in the Public Funds Investment Act outlining the fiduciary responsibilities of Investment Officers.

**Repurchase Agreement (repo or RP)** – An agreement of one party to sell securities at a specified price to a second party and a simultaneous agreement of the first party to repurchase the securities at a specified price or at a specified later date.

**Reverse Repurchase Agreement (Reverse Repo)** – An agreement of one party to purchase securities at a specified price from a second party and a simultaneous agreement by the first party to resell the securities at a specified price to the second party on demand or at a specified date.

**Safekeeping** – Holding of assets (e.g., securities) by a financial institution on behalf of a client.

**Total Return** – The sum of all investment income plus changes in the market value of the portfolio. For mutual funds, return on an investment is composed of share price appreciation plus any realized dividends or capital gains. This is calculated by taking the following components during a certain time period:  $(\text{Price Appreciation}) + (\text{Dividends Paid}) + (\text{Capital Gains}) = (\text{Total Return})$ .

**Treasury Bills** – Short term U.S. government non-interest bearing, debt securities with maturities of one year or shorter. T-Bills pay interest only at maturity. The interest is equal to the face value minus the purchase price.

**Treasury Notes** – Intermediate U.S. government debt securities with maturities of one to 10 years. Treasury notes, or T-notes, are generally issued in terms of 2, 3, 5, 7, and 10 years, and pay interest every six months until they mature.

**Uniform Net Capital Rule** – SEC Rule 15C3-1 outlining capital requirements for brokers/dealers.

**Volatility** – A degree of fluctuation in the price or valuation of securities.

**Yield** – The current rate of return on an investment generally expressed as an annual percentage.

**Yield-to-Call (YTC)** – The rate of return an investor earns from a bond assuming the bond is redeemed (called) prior to its nominal maturity date.

**Yield Curve** – A graphic representation that depicts the relationship at a given point in time between yields and maturity for bonds that are identical in every way except maturity. A normal yield curve may be alternatively referred to as a positive yield curve.

**Yield-to-Maturity** – The rate of return yielded by an investment held to maturity when both interest payments and the investor's purchase price discount or premium are included in the calculation of return.

**Zero-coupon Securities** – Security that is issued at a discount and makes no periodic interest payments. The rate of return consists of a gradual accretion of the principal of the security and is payable at par upon maturity.

**Appendix “B”**

**Town of Prosper Authorized Broker/Dealer List**

FHN Financial  
Great Pacific Securities  
Hilltop Securities, Inc.  
Multi-Bank Securities, Inc.  
Oppenheimer & Co., Inc.  
SAMCO Capital Markets  
Wells Fargo Securities



## FINANCE

**To: Mayor and Town Council**

**From: Robert B. Scott, Executive Director of Administrative Services**

**Through: Ron K. Patterson, Interim Town Manager**

**Re: Financial Authorizations**

**Town Council Meeting – September 13, 2022**

**Agenda Item:**

Consider and act upon a resolution authorizing various individuals as signers of specific accounts and certain investment matters. (RBS)

**Description of Agenda Item:**

This item supersedes the actions taken at the March 24, 2020, Council meeting, which authorized signatory authority for bank accounts, ACH and Wires, and investments. This item includes bank account signers, electronic funds transfers, investment pools, and investment accounts.

The following table summarizes the proposed authorizations:

<b>Bank Accounts</b>	<b>ACH and Wires</b>	<b>Texpool/TexStar</b>	<b>Investment Accounts</b>
Robert B. Scott	Robert B. Scott	Robert B. Scott	Robert B. Scott
Ron K. Patterson	Ron K. Patterson	Ron K. Patterson	Ron K. Patterson
Robyn D. Battle	Robyn D. Battle	Robyn D. Battle	Robyn D. Battle
Michelle Lewis	Michelle Lewis	Michelle Lewis	
Sirianni	Sirianni	Sirianni	Michelle Lewis Sirianni

**Budget Impact:**

There is no budgetary impact affiliated with this item.

**Legal Obligations and Review:**

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

**Attached Documents:**

1. Resolution
2. TexPool Resolution
3. TexStar Resolution

**Town Staff Recommendation:**

Town staff recommends that the Town Council approve a resolution authorizing various individuals as signers of specific accounts and certain investment matters.

**Proposed Motion:**

I move to approve a resolution authorizing various individuals as signers of specific accounts and certain investment matters.

TOWN OF PROSPER, TEXAS

RESOLUTION NO. 2022-\_\_

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, AUTHORIZING VARIOUS INDIVIDUALS AS SIGNATORIES ON SPECIFIC ACCOUNTS AND CERTAIN INVESTMENT MATTERS; REPEALING RESOLUTION NO. 2020-22, ADOPTED ON OR ABOUT MARCH 24, 2020; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, periodically the Town updates the list of specific individuals authorized to perform certain financial transactions on the Town's behalf; and

**WHEREAS**, it is the intent of the Town Council of the Town of Prosper, Texas, to authorize the following individuals to be signatories and take all appropriate and necessary actions relative to the following Town accounts.

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

**SECTION 1**

Town-approved signatories for current and possible future Independent Bank accounts and those of any other depository of the Town are hereby authorized to include Town's Executive Director of Administrative Services, Interim Town Manager, Town's Executive Director of Communications and Town Secretary. Presently the incumbents for each position hereby authorized are Robert B. Scott, Ron K. Patterson, Robyn D. Battle, and Michelle Lewis Sirianni respectively.

**SECTION 2**

The Town-approved signatories authorized to perform wire and ACH transfers include the Town's Executive Director of Administrative Services, Interim Town Manager, Town's Executive Director of Communications and Town Secretary. Presently the incumbents for each position hereby authorized are Robert B. Scott, Ron K. Patterson, Robyn D. Battle, and Michelle Lewis Sirianni respectively.

**SECTION 3**

The Town-approved signatories authorized to make financial transactions for TexPool, and TexSTAR, local government investment pools to include the Town's Executive Director of Administrative Services, Interim Town Manager, Town's Executive Director of Communications and Town Secretary. Presently the incumbents for each position hereby authorized are Robert B. Scott, Ron K. Patterson, Robyn D. Battle, and Michelle Lewis Sirianni respectively.

**SECTION 4**

The Town-approved signatories authorized to make financial transactions for current and possible future investment accounts to include the Town's Executive Director of Administrative Services, Interim Town Manager, Town's Executive Director of Communications and Town Secretary. Presently the incumbents for each position hereby authorized are Robert B. Scott, Ron K. Patterson, Robyn D. Battle, and Michelle Lewis Sirianni respectively.

**SECTION 5**

Resolution No. 2020-22 approved on or about March 24, 2020, is hereby repealed in its entirety.

**SECTION 6**

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

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 13TH DAY OF SEPTEMBER, 2022.**

\_\_\_\_\_  
**David F. Bristol, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Michelle Lewis Sirianni, Town Secretary**

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
**Terrence S. Welch, Town Attorney**



# Resolution Amending Authorized Representatives

Please use this form to amend or designate Authorized Representatives.

This document supersedes all prior Authorized Representative forms.

\* Required Fields

## 1. Resolution

WHEREAS,

Town of Prosper

7 7 2 9 4

Participant Name\*

Location Number\*

("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool/ Texpool Prime"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

- A. That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.
- B. That an Authorized Representative of the Participant may be deleted by a written instrument signed by two remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool / TexPool Prime account or (2) is no longer employed by the Participant; and
- C. That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

List the Authorized Representative(s) of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

1. Robert B. Scott Executive Director of Administrative Services

Name

Title

9 7 2 5 6 9 1 0 6 2

Phone

Fax

bscott@prospertx.gov

Email

Signature

2. Ron K. Patterson Interim Town Manager

Name

Title

9 7 2 5 6 9 1 0 1 0

Phone

Fax

rpatterson@prospertx.gov

Email

Signature

3. Robyn D. Battle Executive Director of Communications

Name

Title

9 7 2 5 6 9 1 0 1 1

Phone

Fax

rbattle@prospertx.gov

Email

Signature





**AMENDING RESOLUTION**

WHEREAS, Town of Prosper

(the "Government Entity") by authority of the Application for Participation in TexSTAR (the "Application") has entered into an Interlocal Agreement (the "Agreement") and has become a participant in the public funds investment pool created there under known as TexSTAR Short Term Asset Reserve Fund ("TexSTAR");

WHEREAS, the Application designated on one or more "Authorized Representatives" within the meaning of the Agreement;

WHEREAS, the Government Entity now wishes to update and designate the following persons as the "Authorized Representatives" within the meaning of the Agreement;

NOW, THEREFORE, BE IT RESOLVED:

SECTION 1. The following officers, officials or employees of the Government Entity specified in this document are hereby designated as "Authorized Representatives" within the meaning of the Agreement, with full power and authority to open accounts, to deposit and withdraw funds, to agree to the terms for use of the website for online transactions, to designate other authorized representatives, and to take all other action required or permitted by Government Entity under the Agreement created by the application, all in the name and on behalf of the Government Entity.

SECTION 2. This document supersedes and replaces the Government Entity's previous designation of officers, officials or employees of the Government Entity as Authorized Representatives under the Agreement

SECTION 3. This resolution will continue in full force and effect until amended or revoked by Government Entity and written notice of the amendment or revocation is delivered to the TEXSTAR Board.

SECTION 4. Terms used in this resolution have the meanings given to them by the Application.

**Authorized Representatives.** Each of the following Participant officials is designated as Participant's Authorized Representative authorized to give notices and instructions to the Board in accordance with the Agreement, the Bylaws, the Investment Policy, and the Operating Procedures:

- 1. Name: Robert B. Scott Title: Executive Director of Administrative Services  
 Signature: \_\_\_\_\_ Phone: 972-569-1062  
 Email: bscott@prospertx.gov
- 2. Name: Ron K. Patterson Title: Interim Town Manager  
 Signature: \_\_\_\_\_ Phone: 972-569-1010  
 Email: rpatterson@prospertx.gov
- 3. Name: Robyn D. Battle Title: Executive Director of Communications  
 Signature: \_\_\_\_\_ Phone: 972-569-1011  
 Email: rbattle@prospertx.gov
- 4. Name: Michelle Lewis Sirianni Title: Town Secretary  
 Signature: \_\_\_\_\_ Phone: 972-569-1073  
 Email: mlsirianni@prospertx.gov

**{REQUIRED} PRIMARY CONTACT:** List the name of the Authorized Representative **listed above** that will be designated as the Primary Contact and will receive all TexSTAR correspondence including transaction confirmations and monthly statements

Name: bscott@prospertx.gov

**{OPTIONAL} INQUIRY ONLY CONTACT:** In addition, the following additional Participant representative (**not listed above**) is designated as an **Inquiry Only** Representative authorized to obtain account information:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Participant may designate other authorized representatives by written instrument signed by an existing Participant Authorized Representative or Participant's chief executive officer.

DATED \_\_\_\_\_

Town of Prosper  
(NAME OF PARTICIPANT)

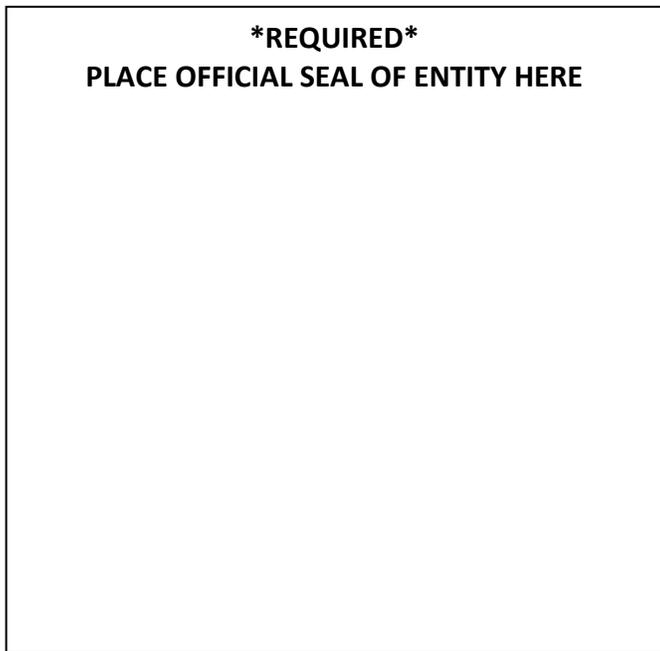
SIGNED BY: \_\_\_\_\_  
(Signature of official)

David F. Bristol, Mayor  
(Printed name and title)

ATTESTED BY: \_\_\_\_\_  
(Signature of official)

Michelle Lewis Sirianni, Town Secretary  
(Printed name and title)

**FOR INTERNAL USE ONLY**  
**APPROVED AND ACCEPTED: TEXAS SHORT TERM ASSET RESERVE FUND**  
 \_\_\_\_\_  
 AUTHORIZED SIGNER



## FINANCE DEPARTMENT



**To: Mayor and Town Council**

**From: Robert B. Scott, Executive Director of Administrative Services**

**Through: Ron K. Patterson, Interim Town Manager**

**Re: Audit Services**

**Town Council Meeting – September 13, 2022**

**Agenda Item:**

Consider authorizing the Town Manager to amend an existing contract by changing the scope of services with Pattillo, Brown Hill L.L.P. (PBH) from external audit services to professional services for an amount not to exceed \$45,000.00.

**Description of Agenda Item:**

Pattillo Brown Hill is in the fifth and final year of serving as external financial auditor for the Town's audited financial statements. Recently the Town experienced significant turnover in the Finance Department, including the resignations of the Finance Director and the Accounting Manager. Given the timing of the resignations, it will be impossible to hire and train replacements prior to the Town's September 30, 2022, year-end. Having audited the Town's financial records for the past four years, PBH is familiar with Prosper's financial records and has offered to provide assistance with year-end close and preparation of the financial statements. The Town has already issued a Request for Proposal for new auditors for the FY 2022-2026 audits.

Specific agreed upon services include:

- 1) Conducting a planning meeting in mid-September to identify needs and timing of assistance;
- 2) On-site assistance with year-end closing at the end of September;
- 3) Periodic availability to answer questions as staff continues with year-end processes and assist with the preparation of schedules requested by the auditors;
- 4) Preparation of financial statements, notes, and formatting of statistical section;
- 5) Evaluation of internal controls and processes to assist new staff in the achievement of their objectives; and
- 6) Assistance in implementing new GASB's or addressing GFOA prior year Certificate comments.

**Budget Impact:**

Amounts sufficient to pay for the described services were previously budgeted for the audit. Upon award of the new audit contract a budget amendment will need to be approved.

**Legal Obligations and Review:**

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

**Town Staff Recommendation:**

Town staff recommends the Town Council to approve authorizing the Interim Town Manager to amend an existing contract by changing the scope of services with Pattillo, Brown Hill L.L.P. (PBH) from external audit services to professional services for an amount not to exceed \$45,000.00.

**Proposed Motion:**

I move to approve authorizing the Interim Town Manager to amend an existing contract by changing the scope of services with Pattillo, Brown Hill L.L.P. (PBH) from external audit services to professional services for an amount not to exceed \$45,000.00.



## Economic Development Corporation

*Prosper is a place where everyone matters.*

**To: Mayor and Town Council**

**From: Mary Ann Moon, Executive Director of Economic Development**

**Through: Ron K. Patterson, Interim Town Manager**

**Re: FY 2022-2023 EDC Budget**

**Town Council Meeting – September 13, 2022**

**Agenda Item:**

Consider and act upon adopting the FY 2022-2023 Prosper Economic Development Corporation budget.

**Description of Agenda Item:**

Section 21 of the Development Corporation Act of 1979 (Texas Revised Civil Statutes Article 5190.6), the “Act,” provides that the Town shall approve all programs and expenditures of the development corporation and shall annually review any financial statements of the corporation. It further provides that at all times the Town will have access to the books and the records of the development corporation. Additionally, Section 23(a)(13) of the Act states that the powers of the corporation shall be subject at all times to the control of the Town’s governing body.

The Prosper Economic Development Corporation budget was approved by the Prosper EDC Board on August 17, 2022.

**Budget Impact:**

There is no impact to the Town of Prosper’s General Fund as the Prosper Economic Development Corporation (Prosper EDC) is funded wholly by a half-cent of the local sales tax revenue. Since approved by Prosper citizens in 1996, the Prosper EDC has endeavored as its mission to “create jobs and capital investment” with the aim of expanding the local commercial property tax base and sales tax base, thereby lessening the property tax burden on homeowners.

**Attachments:**

1. PEDC FY 2022-2023 Budget

**PEDC Board Recommendation:**

The Prosper EDC Board recommends that the Town Council review and adopt the FY 2022-2023 Prosper Economic Development Corporation budget.

**Proposed Motion:**

I move to adopt the FY 2022-2023 Prosper Economic Development Corporation budget.

	Final FY 2020-2021	Approved/Amended FY 2021-2022	Actual to Date FY 2021-2022	PROPOSED FY 2022-2023
<b>REVENUES</b>				
## 4120 65 00 Sales Tax	\$ 3,129,614	\$ 4,205,836	\$ 4,753,738	\$ 5,561,403
## 4610 65 00 Interest on Investments	\$ 39,000	\$ 30,000	\$ 53,646	\$ 72,000
## 4910 65 00 Other Revenue	\$ 22,500			
## 4920 65 00 Lease Proceeds			\$ 13,291	
## 4990 65 00 Gain/Loss-Sale of Fi			\$ 187,299	
<b>Total Revenues</b>	<b>\$ 3,191,114</b>	<b>\$ 4,235,836</b>	<b>\$ 5,007,974</b>	<b>\$ 5,633,403</b>
<b>EXPENSES</b>				
<b>Personnel Services - Salary</b>				
## 5110 65 00 Salaries & Wages	\$ 349,850	\$ 324,449	\$ 238,198	\$ 331,869
## 5115 65 00 Salaries - Overtime			\$ -	
## 5140 65 00 Salaries - Longevity Pay	\$ 500	\$ 490	\$ 430	\$ 670
## 5141 65 00 Salary Incentive	\$ 40,000	\$ 57,862	\$ 57,861	\$ 50,000
## 5142 65 00 Car Allowance	\$ 15,600	\$ 12,000	\$ 11,000	\$ 12,000
## 5143 65 00 Cell Phone Allowance	\$ 2,880	\$ 1,500	\$ 1,525	\$ 2,400
## 0000 65 00 Temporary Salaries			\$ -	
<b>Total Salary</b>	<b>\$ 408,830</b>	<b>\$ 396,301</b>	<b>\$ 309,014</b>	<b>\$ 396,939</b>
<b>Personnel Services - Benefit</b>				
## 5145 65 00 Social Security Expense	\$ 22,868	\$ 17,817	\$ 12,702	\$ 18,052
## 5150 65 00 Medicare Expense	\$ 5,349	\$ 4,908	\$ 4,211	\$ 5,018
## 5155 65 00 Unemployment (SUTA)	\$ 486	\$ 486	\$ 18	\$ 486
## 5160 65 00 Health Insurance	\$ 19,296	\$ 30,744	\$ 21,615	\$ 30,744
## 5162 65 0 HSA Expense			\$ 3,000	\$ 4,200
## 5165 65 00 Dental Insurance	\$ 872	\$ 1,296	\$ 755	\$ 1,368
## 5170 65 00 Life Insurance	\$ 338	\$ 338	\$ 249	\$ 338
## 5175 65 00 Liability (TML) Worker's Cor	\$ 996	\$ 779	\$ 576	\$ 796
## 5176 65 00 TML Prop. & Liab. Insuranc	\$ -	\$ -	\$ -	\$ -
## 5180 65 00 TMRS-Expense	\$ 50,678	\$ 48,228	\$ 42,839	\$ 48,861
## 5185 65 00 Long Term/Short Term Disa	\$ 665	\$ 617	\$ 447	\$ 631
## 5186 65 00 WELLE-Wellness Prog Reim	\$ 600	\$ 1,200	\$ 670	\$ 1,200
<b>Total Benefits</b>	<b>\$ 102,148</b>	<b>\$ 106,413</b>	<b>\$ 87,081</b>	<b>\$ 111,694</b>
<b>Operating, Land &amp; Incentive Expenses</b>				
## 5189 65 00 Admin. Fees to Town	\$ 15,000	\$ 15,500	\$ 13,750	\$ 15,500
## 5190 65 00 Contract Labor	\$ 10,000	\$ 75,000	\$ 40,000	\$ 75,000
## 5191 65 00 Hiring Cost	\$ -	\$ -	\$ -	\$ -
## 5210 65 00 Office Supplies	\$ 2,500	\$ 5,000	\$ 1,814	\$ 5,000
## 5212 65 00 Building Supplies	\$ 800	\$ 1,000	\$ -	\$ 1,000
## 5220 65 00 Office Equip & Furniture	\$ 8,000	\$ 10,000	\$ 9,925	\$ 10,000
## 5230 65 00 Dues & Subscriptions	\$ 20,000	\$ 20,000	\$ 19,511	\$ 20,000
## 5240 65 00 Postage & Freight	\$ 1,000	\$ 1,000	\$ 461	\$ 1,030
## 5265 65 00 Promotional Expense	\$ 45,000	\$ 62,696	\$ 14,386	\$ 87,550
## 5268 65 00 Sponsorships & Donations			\$ 2,500	\$ 25,000
## 5280 65 00 Printing and Reproduction	\$ 5,000	\$ 2,500	\$ -	\$ 2,575
## 5305 65 00 Chapter 380 Program Grant	\$ 470,972	\$ 1,000,000	\$ 805,105	\$ 1,500,000
## 5310 65 00 Rental/Office Lease	\$ 28,548	\$ 1	\$ 1	\$ 1
## 5330 65 00 Copier Expense	\$ 5,500	\$ 5,000	\$ 1,992	\$ 5,000
## 5340 65 00 Building Repairs	\$ 500	\$ 500	\$ -	\$ 10,000
## 5410 65 00 Professional Services	\$ 415,452	\$ 353,501	\$ 28,177	\$ 100,000
## 5412 65 00 Audit Fees	\$ 2,494	\$ 2,500	\$ 2,375	\$ 3,500
## 5414 65 00 Appraisal/Tax Fees	\$ -	\$ 4,442	\$ 4,442	\$ 5,000
## 5418 65 00 IT Fees	\$ -	\$ -	\$ -	\$ -
## 5430 65 00 Legal Fees	\$ 5,000	\$ 10,000	\$ 8,467	\$ 25,000
## 5480 65 00 Contracted Services	\$ -	\$ -	\$ -	\$ -
## 5510 65 0 Liability Insurance	\$ -	\$ -	\$ -	\$ -
## 5520 65 00 Telephones-Cable	\$ -	\$ -	\$ -	\$ -
## 5521 65 00 Cell Phone Expense	\$ -	\$ -	\$ -	\$ -
## 5523 65 00 Water	\$ -	\$ 700	\$ 556	\$ 700
## 5524 65 00 Gas - Office	\$ -	\$ -	\$ -	\$ -
## 5525 65 00 Electricity - Office	\$ -	\$ 4,000	\$ 2,684	\$ 4,000
## 5526 65 00 Mobile Data Network	\$ 1,000	\$ 1,000	\$ 760	\$ 1,000
## 5530 65 00 Travel/Lodging/Meals Exper	\$ 5,000	\$ 20,000	\$ 23	\$ 5,000
## 5531 65 00 Prospect Mtgs/Business Me	\$ 10,000	\$ 10,000	\$ 6,963	\$ 10,000
## 5533 65 00 Mileage Expense	\$ 500	\$ 500	\$ 240	\$ 500
## 5536 65 00 Training/Seminars	\$ 3,000	\$ 10,000	\$ 1,548	\$ 5,000
## 5600 65 0 Special Events	\$ -	\$ 25,000	\$ 20,634	\$ 25,000
## 6015 65 00 Project Incentives	\$ 100,000	\$ 1,500,000	\$ 525,982	\$ 2,000,000
## 7100 65 0 Operating Transfer Out				
<b>Total Expenses</b>	<b>\$ 1,155,266</b>	<b>\$ 3,139,840</b>	<b>\$ 1,512,296</b>	<b>\$ 3,942,356</b>
<b>Total Operating Costs</b>	<b>\$ 1,666,244</b>	<b>\$ 3,642,554</b>	<b>\$ 1,908,391</b>	<b>\$ 4,450,989</b>
<b>Net Income</b>	<b>\$ 1,524,870</b>	<b>\$ 593,282</b>	<b>\$ 3,099,583</b>	<b>\$ 1,182,414</b>



## CODE COMPLIANCE

**To:** Mayor and Town Council

**From:** Mary Branch, RS, Health & Code Compliance Manager

**Through:** Ron K. Patterson, Interim Town Manager  
Hulon T. Webb, Jr., Interim Executive Director of Development and Infrastructure Services

**Re:** Collin County Animal Shelter & Control Services

**Town Council Meeting – September 13, 2022**

**Agenda Item:**

Consider and act upon approving Amendment Sixteen to the Interlocal Agreements between Collin County and the Town of Prosper, Texas, for Animal Sheltering Services and Animal Control Services; and authorizing the Interim Town Manager to execute the same.

**Description of Agenda Item:**

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

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

The initial term of the Agreements was one year, with automatic one-year renewal terms. These Amendments to the Agreements represent the sixteenth renewal term for the period of October 1, 2022, to September 30, 2023, and the associated fees for services.

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

**Budget Impact:**

The fee for Animal Sheltering Services for FY 2022-2023 is \$29,370. This is a \$301 increase from last fiscal year. The fee for Animal Control Services for FY 2022-2023 is \$57,846. This is a \$4,702 decrease from last fiscal year. The fees will be funded by Code Compliance Contracted Services (100-5480-40-02).

**Legal Obligations and Review:**

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

**Attached Documents:**

1. Amendment 16 for Animal Sheltering Services
2. FY 2023 Animal Shelter Billing Worksheet
3. Amendment 16 for Animal Control Services
4. FY 2023 Animal Control Billing Worksheet

**Town Staff Recommendation:**

Town staff recommends approving Amendment Sixteen to the Interlocal Agreements between Collin County and the Town of Prosper, Texas, for Animal Sheltering Services and Animal Control Services; and authorizing the Interim Town Manager to execute the same.

**Proposed Motion:**

I move to approve Amendment Sixteen to the Interlocal Agreements between Collin County and the Town of Prosper, Texas, for Animal Sheltering Services and Animal Control Services; and authorize the Interim Town Manager to execute the same.



Contract Modification Document

Office of the Purchas Item 12.  
Collin County Administration Building  
2300 Bloomdale Rd, Ste 3160  
McKinney, TX 75071  
972-548-4165

Vendor: Town of Prosper  
P.O. Box 307  
Prosper, TX 75078  
\_\_\_\_\_

Contract No. 10100-09  
Contract: Interlocal Agreement for Facility  
Construction and use of an Animal  
Shelter in Collin County  
\_\_\_\_\_

**YOU ARE DIRECTED TO MAKE THE FOLLOWING MODIFICATION TO THIS CONTRACT**

Item #1      The agreement will be renewed for a period of one (1) year, beginning October 1, 2022, through and including September 30, 2023, at the rate below.

Item #2      Total Amount for fiscal year 2023:      \$29,370.00

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

Amendment No.16 has been accepted and authorized by authority of Collin County Commissioners Court by Court Order No. \_\_\_\_\_ effective on 10/1/2022.

ACCEPTED BY:

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
(Print Name)

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

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

TITLE: Purchasing Agent

DATE: \_\_\_\_\_

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HISTORICAL INFORMATION

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

Amendment	<u>No. 15</u>	Court Order No.	<u>2021-1065-10-25</u>	Summary	<u>Renewal</u>
Amendment	<u>No. 16</u>	Court Order No.	<u></u>	Summary	<u>Agreement extended and fees</u>

### FY 2023 Animal Shelter Billing Worksheet

Larger Entities / Original Entities								
	% of Charges	FY23 Budgeted M&O and Per.	FY23 Capital Contribution**	FY23 Total Cost before Adjust.	Less FY21 Fees Collected	Less Adjustments for FY21 Budget vs. Actual	FY23 Total Billed	
Anna	2.47%	\$ 30,832	\$ 1,481	\$ 32,313	\$ 1,463	\$ 4,935	\$	25,915
Celina	1.56%	\$ 19,434	\$ 933	\$ 20,367	\$ 922	\$ 3,111	\$	16,334
Fairview	2.72%	\$ 34,009	\$ 1,634	\$ 35,642	\$ 1,614	\$ 5,444	\$	28,585
Farmersville	1.00%	\$ 12,520	\$ 601	\$ 13,121	\$ 594	\$ 2,004	\$	10,523
Frisco	32.03%	\$ 400,072	\$ 19,216	\$ 419,288	\$ 18,984	\$ 64,036	\$	336,268
McKinney	37.97%	\$ 474,257	\$ 22,779	\$ 497,036	\$ 22,504	\$ 75,910	\$	398,622
Melissa	1.38%	\$ 17,191	\$ 826	\$ 18,017	\$ 816	\$ 2,752	\$	14,450
Princeton	1.91%	\$ 23,918	\$ 1,149	\$ 25,067	\$ 1,135	\$ 3,828	\$	20,104
Prosper	2.80%	\$ 34,943	\$ 1,678	\$ 36,622	\$ 1,658	\$ 5,593	\$	29,370
Collin County	16.17%	\$ 201,998	\$ 9,702	\$ 211,700	\$ 9,585	\$ 32,332	\$	169,783
<b>TOTAL</b>	<b>100%</b>	<b>\$ 1,249,175</b>	<b>\$ 60,000</b>	<b>\$ 1,309,175</b>	<b>\$ 59,275</b>	<b>\$ 199,945</b>	<b>\$</b>	<b>1,049,955</b>

FY23 Billing Breakout	
Total Billed:	\$ 1,277,795
Smaller Entities:	\$ 28,620
<b>TOTAL for Original:</b>	<b>\$ 1,249,175</b>

Adjust for FY21 Budget vs. Actual	
FY21 Billed:	\$ 1,192,525
FY21 Actual:	\$ 1,051,743
FY21 Difference:	\$ 140,782
<b>Diff w/ Cap Return</b>	<b>\$ 199,945</b>

*In FY 2021 only \$836.39 was spent of the \$60,000 Capital Contribution. The unused funds totaling \$59,163.61 are reflected in the FY21 adjustments.*

Smaller Entities / Added Later							
	% of Charges	FY23 Budgeted M&O and Per.	FY23 Capital Contribution**	FY23 Total Cost before Adjust.	Less FY21 Fees Collected	Less Adjustments for FY21 Budget vs. Actual	FY23 Total Billed
Lavon				\$ 3,100			\$ 3,100
Lucas				\$ 14,970			\$ 14,970
Nevada				\$ 1,550			\$ 1,550
Weston				\$ 2,500			\$ 2,500
Van Alstyne MUD No. 2				\$ 2,000			\$ 2,000
Blue Meadow MUD No. 1				\$ 1,500			\$ 1,500
Raintree MUD				\$ 1,500			\$ 1,500
Van Alstyne MUD No. 3				\$ 1,500			\$ 1,500
<b>TOTAL</b>				<b>\$ 28,620</b>			<b>\$ 28,620</b>

**Grand Total: \$ 1,078,575**

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



Contract Modification Document

Office of the Purchasing Item 12.  
Collin County Administration Building  
2300 Bloomdale Rd, Ste 3160  
McKinney, TX 75071  
972-548-4165

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

Contract No. 10110-09  
Contract: Interlocal Agreement for Animal Control  
Services

**YOU ARE DIRECTED TO MAKE THE FOLLOWING MODIFICATION TO THIS CONTRACT**

Item #1      The agreement will be renewed for a period of one (1) year, beginning October 1, 2022, through and including September 30, 2023, at the rate below.

Item #2      Total Amount for fiscal year 2023:      \$57,846.00

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

Amendment No.16 has been accepted and authorized by authority of Collin County Commissioners Court by Court Order No. \_\_\_\_\_ effective on 10/1/2022.

ACCEPTED BY:

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
(Print Name)

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

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

TITLE: Purchasing Agent

DATE: \_\_\_\_\_



### FY 2023 Animal Control Billing Worksheet

Larger Entities / Original Entities							
% of Charges	FY23 Budgeted M&O and Per.	FY23 Capital Contribution**	FY23 Total Cost before Adjust.	Less Smaller Entities	Less Adjustments for FY21 Budget vs. Actual	FY23 Total Billed	
Anna	8.51%	\$ 55,778	\$ 1,702	\$ 57,480	\$ 2,787	\$ 3,652	\$ 51,041
Celina	5.36%	\$ 35,157	\$ 1,073	\$ 36,230	\$ 1,757	\$ 2,302	\$ 32,171
Fairview	9.39%	\$ 61,525	\$ 1,877	\$ 63,402	\$ 3,074	\$ 4,028	\$ 56,300
Melissa	4.74%	\$ 31,100	\$ 949	\$ 32,049	\$ 1,554	\$ 2,036	\$ 28,459
Princeton	6.60%	\$ 43,270	\$ 1,320	\$ 44,590	\$ 2,162	\$ 2,833	\$ 39,595
Prosper	9.64%	\$ 63,215	\$ 1,929	\$ 65,144	\$ 3,159	\$ 4,138	\$ 57,846
Collin County	55.75%	\$ 365,429	\$ 11,150	\$ 376,579	\$ 18,261	\$ 23,924	\$ 334,395
<b>Totals</b>	<b>100%</b>	<b>\$ 655,474</b>	<b>\$ 20,000</b>	<b>\$ 675,474</b>	<b>\$ 32,755</b>	<b>\$ 42,912</b>	<b>\$ 599,807</b>

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

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

FY23 Billing Breakout	
Total Billed:	\$ 655,474
Smaller Entities:	\$ 32,755
<b>Total +/- back</b>	<b>\$ 622,719</b>

Adjust. for FY21 Budget vs. Actual	
FY21 Billed	\$ 626,785
FY21 Actual	\$ 583,873
<b>Total +/- back</b>	<b>\$ 42,912</b>

Smaller Entities / Added Later						
% of Charges	FY23 Budgeted M&O and Per.	FY23 Capital Contribution**	FY23 Total Cost before Adjust.	Less Smaller Entities	Less Adjustments for FY21 Budget vs. Actual	FY23 Total Billed
Lavon			\$ 3,150			\$ 3,150
Lucas			\$ 19,030			\$ 19,030
Nevada			\$ 1,575			\$ 1,575
Weston			\$ 2,500			\$ 2,500
Van Alstyne MUD No. 2			\$ 2,000			\$ 2,000
Blue Meadow MUD No. 1			\$ 1,500			\$ 1,500
Raintree MUD			\$ 1,500			\$ 1,500
Van Alstyne MUD No. 3			\$ 1,500			\$ 1,500
			<b>\$ 32,755</b>			<b>\$ 32,755</b>

**Grand Total: \$ 632,562**

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



## TOWN SECRETARY

**To:** Mayor and Town Council

**From:** Michelle Lewis Sirianni, Town Secretary

**Through:** Ron K. Patterson, Interim Town Manager  
Robyn Battle, Executive Director of Community Services

**Re:** Municipal Judge Agreement

Town Council Meeting – September 14, 2022

**Agenda Item:**

Consider and act upon the appointment of a Municipal Judge, and authorize the Mayor to execute an agreement for same.

**Description of Agenda Item:**

Article IV, Section 4.03 of the Town Charter requires the Town Council to appoint a Municipal Judge by the affirmative vote of a majority of the full membership of the Town Council. The Municipal Judge is appointed to a term of two years, and may be appointed to additional consecutive terms. If reappointed, the Judge's new term will begin on October 1, 2022, and end on September 30, 2024.

Judge David Moore has been the Municipal Judge for the Town of Prosper for over twenty years and has served as Municipal Judge for various communities in Collin County and Denton County for over thirty years. Judge Moore has expressed his desire to continue serving as the Municipal Judge for the Town of Prosper. Judge Moore is compensated according to a monthly retainer compensation plan of Four Thousand Two Hundred and No/100 Dollars, which is reflected in the attached agreement.

**Budget Impact:**

Compensation for the Municipal Judge is a budgeted item, and is paid from the Judicial Services Account.

**Legal Obligations and Review:**

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

**Attached Documents:**

1. Agreement

**Town Staff Recommendation:**

Town staff recommends the reappointment of Judge David Moore as the Municipal Judge for the Town of Prosper for a two-year term, and authorizing the Mayor to execute an agreement for same.

**Proposed Motion:**

I move to reappoint Judge David Moore as the Municipal Judge for the Town of Prosper for a two-year term, and authorize the Mayor to execute an agreement for same.

## **MUNICIPAL COURT JUDGE AGREEMENT**

On or about October 1, 2022, the Mayor of the Town of Prosper, with the concurrence of the Town Council for the Town of Prosper ("Town"), reappointed David Moore to serve as the Municipal Court Judge ("Judge") for the Town. This Agreement ("Agreement") shall become effective on October 1, 2022, subject to the following terms and conditions for such professional services.

### ***Section 1. Appointment and Term.***

The Judge is appointed in accordance with Section 4.03 of the Town Charter, and upon majority vote of the full Town Council. The Judge shall serve a term of two (2) years, beginning on October 1, 2022, and concluding on September 30, 2024, unless otherwise terminated pursuant to the terms referenced herein.

### ***Section 2. Duties.***

- a. The Judge shall perform the functions and duties specified in the applicable sections of the Town Charter and Town Ordinances and shall perform such other legally permissible and proper duties and functions as the Town shall assign from time to time. Upon request, the Judge shall provide the Town Council with periodic updates of matters in the Prosper Municipal Court, either in writing or in person at scheduled Town Council meetings.
- b. The Judge shall perform all services and duties customarily performed by a judge of a municipal court in the State of Texas including establishing and maintaining a Courthouse Security Committee required by the Judicial and Courthouse Security Act of 2017.
- c. The Judge is required to keep abreast of state law and local ordinances, including state, mandated fees for the Prosper Municipal Court. Although a recognized function of judicial discretion, the Judge shall endeavor to enforce the law consistently and within suggested state guidelines. The Judge shall apply the law and enter judgments in accordance with State law and local ordinances, shall abide by all mandatory provisions of the law, and shall not create or apply exceptions where none exist under law. Judicial discretion shall only be applied where allowed under law.
- d. The Judge shall operate within the docket schedule prepared and coordinated by the Judge, the Court Administrator, the Municipal Court Prosecutor, the Town Attorney and the Town Manager, or designees thereof. The Judge shall timely perform all duties, including, but not limited to, the dockets set forth in the docket schedule.

### ***Section 3. Applicable Terms and Conditions; Termination.***

- a. The Judge shall be, at all times and for all purposes, an independent contractor of the Town, as that term is defined by Texas legal authority. The Judge agrees that no property right shall be created by the execution of this Agreement.
- b. The Judge shall serve at the pleasure of the Town Council. This Agreement and the Judge's services may be terminated at any time by the Town Council, with or without cause, and with or without notice.

**Section 4. Municipal Court.**

- a. Court shall commence promptly for scheduled docket times on designated court dates. The Judge shall make every effort to take the bench and convene court dockets at the designated docket time.
- b. Court shall convene the first, second, third and fourth Tuesday and Thursday of every month and the first, second, and fourth Wednesday of each month. The fourth Wednesday being designated for bench and jury trials. The Municipal Court Judge will maintain office hours to complete the necessary post docket work. Virtual court sessions are part of the regular court session and will be available as necessary which may replace one or more scheduled in-person court dates listed in this section.

**Section 5. Compensation and Evaluation.**

- a. As compensation for all required services, and as outlined above, the Town agrees to pay to the Judge according to a monthly retainer compensation plan of Four Thousand Two Hundred and No/100 Dollars. The Town shall pay the Judge once per month within fifteen days of the first of each month based on contract compensation.
- b. The Town Council will endeavor to periodically evaluate the Judge.

**Section 6. General Provisions.**

- a. This Agreement shall constitute the entire understanding and agreement between the parties.
- b. This Agreement shall become effective on October 1, 2022.
- c. This Agreement shall be governed by the laws of the State of Texas and venue for any proceeding related to this Agreement shall be in Collin County, Texas.
- d. If any provision contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- e. The Judge shall comply with all provisions of the Texas Code of Judicial Conduct.
- f. The Judge is an officer of the Town and will be provided insurance coverage for any claims arising in the course and scope of performing his duties to the Town.

**ACKNOWLEDGED AND ACCEPTED:**



David Moore

David Bristol, Mayor  
Town of Prosper, Texas

9/6/2022  
Date Signed

Date Signed

- a. Court shall commence promptly for scheduled docket times on designated court dates. The Judge shall make every effort to take the bench and convene court dockets at the designated docket time.
- b. Court shall convene the first, second, third and fourth Tuesday and Thursday of every month and the first, second, and fourth Wednesday of each month. The fourth Wednesday being designated for bench and jury trials. The Municipal Court Judge will maintain office hours to complete the necessary post docket work. Virtual court sessions are part of the regular court session and will be available as necessary which may replace one or more scheduled in-person court dates listed in this section.

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- d. If any provision contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- e. The Judge shall comply with all provisions of the Texas Code of Judicial Conduct.
- f. The Judge is an officer of the Town and will be provided insurance coverage for any claims arising in the course and scope of performing his duties to the Town.

**ACKNOWLEDGED AND ACCEPTED:**

\_\_\_\_\_  
David Moore

\_\_\_\_\_  
David F. Bristol, Mayor  
Town of Prosper, Texas

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed



## PARKS & RECREATION

**To:** Mayor and Town Council

**From:** Paul Naughton, RLA, Parks Planning Manager

**Through:** Ron Patterson, Interim Town Manager  
Robyn Battle, Executive Director of Community Services  
Dan Baker, MBA, Director of Parks and Recreation

**Re:** Pecan Grove Park Phase II

Town Council Meeting - September 13, 2022

**Agenda Item:**

Consider and act upon awarding CSP No. 2022-54-B to Ratliff Hardscape, Ltd. related to construction services for the Pecan Grove Park, Ph 2 (2145-PK), and authorizing the Interim Town Manager to execute a construction agreement for same.

**Description of Agenda Item:**

On June 30, 2022, at 2:00 PM, two (2) Competitive Sealed Proposals (CSP) were received for the Pecan Grove Park, Ph 2. The project was advertised using the Competitive Sealed Proposal Construction procurement method to allow the Town to award the project to the contractor that offers the best value proposal based on the following criteria:

- Qualifications and Experience (30%)
- Proposed Project Timeline (20%)
- Cost Proposal (50%)

The verified proposal totals ranged between \$991,718.50 and \$1,140,605.26. The Engineer's Estimate was \$740,750.00. The proposed final completion times ranged from 365 calendar days to 398 calendar days. Ratliff Hardscape, Ltd. was the firm that ranked the highest after consideration of Costs, Time, and Qualifications, with a negotiated cost of \$798,970.50, and project timeline of 150 calendar days.

Ratliff Hardscape costs include the construction of a 10' wide reinforced concrete trail, a pedestrian bridge, a pavilion, and a playground along with other related improvements. Ratliff Hardscape has completed the Whitley Place Trail Extension Project and the Hays Park Project. Staff checked the references provided and received positive feedback.

**Budget Impact:**

This agreement will be funded from Park Improvement Fee. The Account # is 620-6610-60-00-2015-PK. The cost for the construction of this project is \$798,970.50.

The original FY 2021-2022 Capital Improvement Program included \$725,000.00 for this project. To increase the overall project budget to \$840,000.00, the following additional funding will be allocated in the FY 2022-2023 Capital Improvement Program: \$115,000.00 from the same account (Account # 620-6610-60-00-2015-PK). This project will also be reimbursed by the Collin County Funding Assistance Program, which awarded this project \$200,500.00.

**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. Proposal Tabulation Summary
3. Evaluation Matrix
4. Construction Agreement

**Town Staff Recommendation:**

Town staff recommends that the Town Council award CSP No. 2022-54-B to Ratliff Hardscape, Ltd. related to construction services for the Pecan Grove Park, Ph 2 (2145-PK), and authorize the Interim Town Manager to execute a construction agreement for same.

**Proposed Motion:**

I move to award CSP 2022-54-B to Ratliff Hardscape, Ltd. related to construction services for the Pecan Grove Park, Ph 2 (2145-PK), and authorize the Interim Town Manager to execute a construction agreement for same.

Item 14.

PROJECT LOCATION



LOCATION MAP

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**TOWN OF PROSPER  
PROPOSAL TABULATION SUMMARY**

Item 14.

Solicitation Number	CSP No. 2022-54-B
Solicitation Title	Pecan Grove Park - Phase II
Close Date	6/30/2022 @ 3:00PM

Responding Supplier	City	State	Response Submitted	Response Total
North Rock Construction	Denton	TX	6/30/2022 01:50:17 PM (CT)	\$1,140,605.26
Ratliff Hardscape, Ltd	Lewisville	TX	6/30/2022 01:09:26 PM (CT)	\$798,970.50

**\*\*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.**

Certified by:	Jay Carter, NIGP-CPP, CPPB, C.P.M. Purchasing Manager Town of Prosper, Texas	Certified on:	June 30, 2022
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**CSP NO. 2022-54-B**  
**Pecan Grove Park**

<b>EVALUATION MATRIX</b>		<b>NORTH ROCK</b>		<b>RATLIFF HARDSCAPE,</b>	
<b>EVALUATION CRITERIA</b>	<b>WEIGHTING</b>	<b>POINTS</b>	<b>WEIGHTED SCORE</b>	<b>POINTS</b>	<b>WEIGHTED SCORE</b>
Cost Proposal	50%	7.00	3.50	10.00	5.00
Proposed Project Timeline	20%	3.77	0.75	10.00	2.00
Qualifications and Experience	30%	8.64	2.59	7.56	2.27
<b>TOTAL</b>	<b>100%</b>		<b>6.85</b>		<b>9.27</b>

**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 Ratliff Hardscape, Ltd, a company authorized to do business in Texas, (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:

**CSP NO. 2022-54-B  
PECAN GROVE PARK – PHASE II**

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 Cost Proposal;
10. any listed and numbered addenda;
11. the Performance, Payment, and Maintenance Bonds; and,
12. any other proposal 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 seven hundred ninety-eight thousand nine hundred seventy dollars and 50 cents (\$798,970.50). 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 120 calendar days after the date of the Notice to Proceed for the base proposal. 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

Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the contractor's proposal. A certificate of insurance meeting all requirements and provisions outlined herein shall be provided to the Town prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration. Certificates holder shall be listed as follows, with the project/contract number referenced:

Town of Prosper  
 Attn: Purchasing Manager  
 P.O. Box 307  
 Prosper, Texas 75078

re: CSP No. 2022-54-B PECAN GROVE PARK – PHASE II

### 1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- a. ISO Form Number GL 00 01 (or similar form) covering Comprehensive General Liability. "Occurrence" form only, "claims made" forms are unacceptable.
- b. Workers' Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
- c. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract.

### 2. Minimum Limits of Insurance

Contractor shall maintain throughout contract limits not less than:

- a. Commercial General Liability: \$1,000,000 per occurrence / \$2,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy will include coverage for:
  - 1) Premises / Operations
  - 2) Broad Form Contractual Liability
  - 3) Products and Completed Operations
  - 4) Personal Injury

- 5) Broad Form Property Damage
  - 6) Explosion Collapse and Underground (XCU) Coverage.
  - b. Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 per injury, \$300,000 per occurrence, and \$100,000 per occupational disease.
  - c. Automobile Liability: \$1,000,000 Combined Single Limit. Limits can only be reduced if approved by the Town. Automobile liability shall apply to all owned, hired and non-owned autos.
  - d. Builders' Risk Insurance: Completed value form, insurance carried must be equal to the completed value of the structure. Town shall be listed as Loss Payee.
  - e. \$1,000,000 Umbrella Liability Limit that follows form over underlying Automobile Liability, General Liability, and Employers Liability coverages.
3. Deductible and Self-Insured Retentions

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

4. Other Insurance Provisions

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

- a. General Liability and Automobile Liability Coverage
  - 1) The Town, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the contractor, products and completed operations of the contractor, premises owned, occupied or used by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.
  - 2) The contractor's insurance coverage shall be primary insurance in respects to the Town, its officers, officials, employees and volunteers. Any insurance or self- insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the contractor's insurance and shall not contribute with it.

- 3) Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Town, its officers, officials, employees, boards and commissions or volunteers.
- 4) The contractor's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured's limits of liability.

b. Workers' Compensation and Employer's Liability Coverage

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

c. All Coverages

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

5. Acceptability of Insurers

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

6. Verification of Coverage

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

## F. Performance, Payment and Maintenance Bonds

The Contractor shall procure and pay for a Performance Bond applicable to the work in the amount of one hundred fifteen percent (115%) of the total proposed price, and a Payment Bond applicable to the work in the amount of one hundred percent (100%) of the total proposed price. The Contractor shall also procure and pay for a Maintenance Bond applicable to the work in the amount of one hundred percent (100%) of the total proposed 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 A, B and C. 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.

### **G. 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:

1. ensure proper completion of the Work. The Owner may use retained funds to pay replacement or substitute contractors to complete unfinished or defective work;
2. ensure timely completion of the Work. The Owner may use retained funds to pay liquidated damages; and
3. 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.

#### **H. 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.

#### **I. 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.

#### **J. 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.

#### **K. 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.

#### **L. 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.

#### **M. 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.

#### **N. "Anti-Israel Boycott" Provision**

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

#### **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.

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.

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.

*[Signatures continued on following page.]*

CONTRACTOR - Ratliff Hardscape, Ltd. TOWN OF PROSPER, TEXAS

By: George R. RIVERS

Title: CFO

Date: 9.6.22

Address: 1740 Midway Road  
Lewisville, TX 75050

Phone: 972-436-2508

Email: grivers@ratliffhardscape.com

By: Ron K. Patterson

Title: Interim Town Manager

Date: \_\_\_\_\_

Address: 250 W. First St.  
P.O. Box 307  
Prosper, Texas 75078

Phone: (972) 346-2640

Email: rpatterson@prospertx.gov

ATTEST:

\_\_\_\_\_  
MICHELLE LEWIS SIRIANNI  
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 seven hundred ninety-eight nine-hundred seventy dollars and fifty cents (\$798,970.50) 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 13th day of September, A.D. 2022, 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:

**CSP NO. 2022-54-B  
PECAN GROVE PARK – PHASE II**

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 two copies, each one of which shall be deemed an original, this, the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

ATTEST:

**PRINCIPAL:**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Typed/Printed Name

\_\_\_\_\_  
Typed/Printed Name

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Title

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City State Zip

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City State Zip

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Phone Fax

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Phone Fax

*[Signatures continued on following page.]*

ATTEST:

SURETY:

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

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Title

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Address

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City State Zip

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City State Zip

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Phone Fax

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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 seven hundred ninety-eight thousand nine hundred seventy dollars and fifty cent (\$798,970.50) (one hundred percent (100%) of the total bid price) 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 13th day of September A.D. 2022, 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:

**CSP NO. 2022-54-B  
PECAN GROVE PARK – PHASE II**

**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 two copies, each one of which shall be deemed an original, this, the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

ATTEST:

**PRINCIPAL:**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed/Printed Name

\_\_\_\_\_  
Typed/Printed Name

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City State Zip

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Phone Fax

*[Signatures continued on following page.]*

ATTEST:

SURETY:

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

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City State Zip

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City State Zip

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Phone Fax

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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 seven hundred ninety eight thousand nine hundred seventy dollars and fifty cents (\$798,970.50) (one hundred percent (100%) 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 13 day of September, 2022, to furnish all permits, licenses, bonds, insurance, products, materials, equipment, labor, supervision, and other accessories necessary for the construction of:

**CSP NO. 2022-54-B  
PECAN GROVE PARK – PHASE II**

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 two copies, each one of which shall be deemed an original, on this the \_\_\_\_ day of \_\_\_\_\_, 2022.

ATTEST:

**PRINCIPAL:**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed/Printed Name

\_\_\_\_\_  
Typed/Printed Name

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City State Zip

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Phone Fax

*[Signatures continued on following page.]*

**ATTEST:**

By: \_\_\_\_\_  
Signature

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Printed Name

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Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone Fax

**SURETY:**

By: \_\_\_\_\_  
Signature

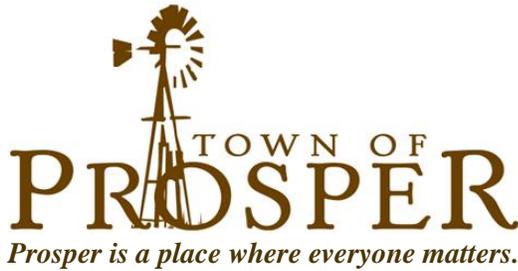
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City State Zip

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Phone Fax



## ENGINEERING SERVICES

**To:** Mayor and Town Council

**From:** Hulon T. Webb, Jr., P.E., Interim Executive Director of Development and Infrastructure Services

**Through:** Ron K. Patterson, Interim Town Manager

**Re:** ADA Transition Plan

**Town Council Meeting – September 13, 2022**

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**Agenda Item:**

Consider and act upon authorizing the Interim Town Manager to execute a Professional Engineering Services Agreement between Kimley - Horn and Associates, Inc., and the Town of Prosper, Texas, related to the development of the Town of Prosper ADA Transition Plan.

**Description of Agenda Item:**

Under the federal requirements of the Americans with Disabilities Act, public entities that interact with the public are subject to Title II, which requires state and local governments ensure that individuals with disabilities are not excluded from programs, services, and activities. Agencies must complete a Self-Evaluation that documents the status of ADA compliance for the programs, services, and activities offered to the public. Public entities with 50+ employees are required to have an ADA Transition Plan in place that addresses necessary changes, including prioritization of barriers and development of budgets for improvements, for achieving program accessibility. Additionally, state and regional agencies such as TxDOT and NCTCOG are required to ensure all of their sub-recipients are in compliance with the ADA to stay eligible for federal/state funding, and that includes having a current ADA Transition Plan.

The services associated with this agreement consist of the development of the required ADA Transition Plan framework, documentation of the Town's efforts to-date related to Title II compliance (State & Local Governments – 28 CFR Part 35), inventory of the Town programs, services, activities, facilities, and development of a budget and schedule to complete the Town's Self-Evaluation. This assignment will also consist of an ADA compliance review of Town design standards, buildings and associated parking lots/paths of travel, parks and associated parking lots/paths of travel, park sidewalk and associated curb ramps, pedestrian bridges, signalized intersections, public rights-of-way sidewalks and associated curb ramps and railroad crossings. Possible solutions to bring any non-compliant elements that are not considered to be a de minimis barrier and are not "safe harbored" into compliance will be provided. An ADA Transition Plan document will be developed and consist of formal documentation of tasks and associated findings.

**Budget Impact:**

The cost for the development of the ADA Transition Plan is \$150,000, and a total of \$100,000 is budgeted in Account No. 100-5410-98-01. The remaining \$50,000 will be allocated to this project from salary savings in the Engineering Services Department.

**Legal Obligations and Review:**

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

**Attachments:**

1. Professional Engineering Service Agreement

**Town Staff Recommendation:**

Town staff recommends that the Town Council authorize the Interim Town Manager to execute a Professional Engineering Services Agreement between Kimley – Horn and Associates, Inc., and the Town of Prosper, Texas, related to the development of the Town of Prosper ADA Transition Plan.

**Proposed Motion:**

I move to authorize the Interim Town Manager to execute a Professional Engineering Services Agreement between Kimley – Horn and Associates, Inc., and the Town of Prosper, Texas, related to the development of the Town of Prosper ADA Transition Plan.

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT  
BETWEEN THE TOWN OF PROSPER, TEXAS, AND KIMLEY-HORN AND ASSOCIATES, INC.  
FOR THE ADA TRANSITION PLAN PROJECT (2215-ST)**

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

**WITNESSETH:**

**WHEREAS**, Town desires to obtain professional engineering services in connection with the **ADA Transition Plan Project (2215-ST)**, hereinafter called "Project";

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

1. **Term of Agreement.** This Agreement shall become effective on the date of its execution by both Parties, and shall continue in effect thereafter until terminated as provided herein.
2. **Services to be Performed by Consultant.** The Parties agree that Consultant shall perform such services as are set forth and described in **Exhibit A - Scope of Services** and incorporated herein as if written word for word. All services provided by Consultant hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of their profession. 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 One Hundred and Fifty Thousand Dollars (\$150,000) 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:

Kimley-Horn and Associates, Inc.  
 Matt Pool, Associate  
 801 Cherry St., Suite 1300, Unit 11  
 Fort Worth, TX  
[matt.pool@kimley-horn.com](mailto:matt.pool@kimley-horn.com)

Town of Prosper  
 Ron K. Patterson, Interim Town Manager  
 PO Box 307  
 Prosper, TX 75078  
[rpatterson@prospertx.gov](mailto:rpatterson@prospertx.gov)

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

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

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

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

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

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

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

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

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

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

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

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

**KIMLEY-HORN AND ASSOCIATES, INC**

**TOWN OF PROSPER, TEXAS**

By: Scott R. Arnold  
Signature

By: \_\_\_\_\_  
Signature

Scott Arnold  
Printed Name

Vice President  
Title

August 25, 2022  
Date

Ron K. Patterson  
Printed Name

Interim Town Manager  
Title

Date

**EXHIBIT A  
SCOPE OF SERVICES**

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT  
BETWEEN THE TOWN OF PROSPER, TEXAS, AND KIMLEY-HORN AND ASSOCIATES,  
INC. FOR THE ADA TRANSITION PLAN PROJECT (2215-ST)**

**I. PROJECT DESCRIPTION**

Kimley-Horn and Associates, Inc. ("Consultant") will provide professional services based on our project understanding as follows:

- The Town of Prosper, TX ("Town") wants to develop their Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan in multiple phases.
- This assignment will constitute the ADA Self-Evaluation and Transition Plan and will consist of the development of the Transition Plan framework, documentation of the Town's efforts to-date related to Title II compliance, inventory of Town programs, services, activities, and facilities to be evaluated in future phases, and development of a budget and schedule to complete the Town's Self-Evaluation. This assignment will also consist of an ADA compliance review of Town design standards, buildings and associated parking lots/paths of travel, parks and associated parking lots/paths of travel, park sidewalk and associated curb ramps, pedestrian bridges, signalized intersections, public rights-of-way sidewalks and associated curb ramps and railroad crossings. Possible solutions to bring any non-compliant elements that are not considered to be a de minimis barrier and are not "safe harbored" into compliance will be provided. An ADA Transition Plan document will be developed and consist of formal documentation of tasks and associated findings outlined in this Scope of Services.
- No evaluations of the Town's programs, services, or activities will be completed as part of this phase. The deliverable for this assignment will outline the remaining tasks to complete the Town's Self-Evaluation and Transition Plan.
- Future phases of this project could include, but are not limited to:
  - Additional physical evaluations of buildings, parks, public rights-of-way curb ramps, sidewalks and pedestrian crossings through cross streets and driveways, pedestrian equipment at signalized intersections, unpaved pedestrian trails, and pedestrian bridges including determination of compliance status, possible solutions, cost estimates to implement possible solutions, and prioritization of evaluated facilities for implementation;
  - Evaluations of programs, services, activities, employment practices, ordinances, emergency management plan, website, and design standards;
  - Update of Transition Plan to document additional work.

## II. TASK SUMMARY

### Task 1 – Project Management

- 1.1 The Consultant will maintain project records, budgets, and communications for the duration of the project. It is understood the project will have a 9-month duration.
- 1.2 The Consultant will prepare monthly progress reports for the duration of the project.

### Task 2 – Project Kick-off Meeting

- 2.1 The Consultant will meet virtually with Town staff representing major program areas and orient them to the process that will be used to develop the Town's ADA Transition Plan and introduce the proposed project tasks and schedule. The Consultant will coordinate with Town staff to identify and obtain all necessary documents and materials to support the Self-Evaluation process. This will consist of a list of all Town sponsored programs and Town leased and owned facilities to be included in the project. The Consultant will produce meeting materials and handouts, conduct staff orientation, and prepare a summary of action items resulting from the meeting (2-hour meeting).

### Task 3 – Self-Evaluation

- 3.1 ADA Liaison Committee. The Consultant will assist the Town in establishing an ADA Liaison Committee that will meet throughout the process of completing the Self-Evaluation and developing the Transition Plan and will continue to meet and actively participate after the completion of this project. The Consultant will work with the ADA Liaison Committee throughout the duration of the project to receive feedback and incorporate information from the ADA Liaison Committee into the project. Progress meetings between the Consultant and the ADA Liaison Committee are listed in **Task 6.1**.
- 3.2 Design Standards Review. The Consultant will review the current Town design standards and construction specifications with pedestrian elements for compliance with the ADA.
- 3.3 Summarize On-Going ADA/Accessibility Program. The Consultant will gather from the Town information related to the Town's on-going ADA/accessibility program. The Consultant will document Town efforts to-date regarding ADA compliance for pedestrian facilities within the Town's public rights-of-way and public facilities. These efforts may consist of, but are not limited to:
  - Sidewalk/curb ramp maintenance and repair projects;
  - Installation of accessible pedestrian signals (APS);
  - Capital Improvement Program projects with ADA and pedestrian facility improvements; and
  - Responses to citizen ADA/access concerns/complaints.
- 3.4 Programs, Services, and Activities Inventory. The Consultant will coordinate with the Town to gather information related to the Town's programs, services, and activities, including information available on the Town's website for Town boards, commissions, and departments. The Consultant will compile a list of core service areas, divisions, sections, and documents that need to be evaluated for compliance

under the ADA. Items to be identified for evaluation in future phases may consist of, but are not limited to:

- Programs, services, and activities;
- Policies, procedures, and guidance;
- Lease agreements;
- Contracts;
- Department-specific handbooks;
- Standard operating procedures;
- Meeting agendas;
- Meeting minutes;
- Online forms;
- Applications;
- PDF forms;
- Checklists;
- Videos;
- Employment practices;
- Design standards;
- Ordinances; and
- Emergency management documents.

### 3.5 Facilities Inventory.

3.5.1 Facilities Identification. The Consultant will coordinate with the Town to identify Town-maintained facilities to be evaluated for compliance under the ADA. The Consultant will document Town efforts to-date regarding ADA compliance for the following Town facilities:

- Signalized intersections
- Sidewalk corridors
- Unsignalized intersections and driveways along sidewalk corridors
- Railroad crossings along sidewalk corridors
- Buildings and associated parking lots and on-site sidewalk
- Parks and associated parking lots and on-site sidewalk
- Park unpaved trails
- Park pedestrian bridges

3.5.2 Facility Shapefiles Creation. The Consultant will either create Geographic Information System (GIS) shapefiles or update the Town's existing GIS shapefiles for the following facilities identified in **Task 3.5.1**:

- Signalized intersections
- Sidewalk corridors
- Unsignalized intersections and driveways along sidewalk corridors
- Railroad crossings along sidewalk corridors
- Buildings and associated parking lots and on-site sidewalk
- Parks and associated parking lots and on-site sidewalk
- Park unpaved trails
- Park pedestrian bridges

No attributes will be included for the shapefile creation of sidewalk corridors or associated unsignalized intersections or driveways. The shapefile creation for sidewalk corridors and associated unsignalized intersections and driveways in **Task 3.5.2** consists of 60 hours of effort. Effort above 60 will be

considered Additional Services.

- 3.6 Facilities Review. The Consultant will establish field teams which will conduct evaluations based on forms developed by the Consultant. The evaluation forms for facilities listed in **Tasks 3.6.1.1 – 3.6.1.4** will be based on the 2010 ADA Standards for Accessible Design and applicable access-related state and local standards. The evaluation forms for facilities listed in **Tasks 3.6.1.5 – 3.6.1.7** will be based on the 2011 Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG) and applicable access-related state and local standards. All field data will be compatible with the Town's existing Geographic Information System (GIS).

### 3.6.1 Facilities Listing

- 3.6.1.1 Buildings and Parking Lots – The Consultant will evaluate up to three (3) Town buildings.

Building evaluations are limited to all common-use spaces, including common-use spaces located in employee-only areas. Areas used only by employees as work areas will not be evaluated.

- 3.6.1.2 Building Sidewalks – On-site building sidewalk (excludes perimeter sidewalk within the public right-of-way) and all associated curb ramps, ramps, stairs, and other paths of travel required to be ADA compliant will be evaluated.

- 3.6.1.3 Parks and Parking Lots – The Consultant will evaluate up to three (3) Town parks.

- 3.6.1.4 Park Sidewalks – Up to three (3) linear miles of park sidewalk will be evaluated. All curb ramps, ramps, stairs, and other paths of travel required to be ADA compliant along this sidewalk will be evaluated.

- 3.6.1.5 Signalized Intersections – Up to 17 signalized intersections will be evaluated. The Consultant estimates this task will consist of the evaluation of up to 140 curb ramps. Evaluation of additional curb ramps will be considered Additional Services

- 3.6.1.6 Sidewalk Corridors – Up to ten (10) linear miles of sidewalks will be evaluated.

- 3.6.1.7 Unsignalized Intersections and Driveways – Unsignalized intersections and driveways along the sidewalk in **Task 3.6.1.6** will be evaluated. The Consultant estimates this task will consist of the evaluation of up to 70 intersections and up to 210 curb ramps. Evaluation of additional curb ramps will be considered Additional Services.

Facility Reports. The Consultant will create a separate report for each facility type. Each facility report will identify compliance status of each facility and consist of the following:

- Listing of facilities that are in compliance with ADA requirements.
- Listing of facilities that are not in compliance with ADA requirements.
- Possible solutions to resolve non-compliance issues for each facility.
- Prioritized list of improvements using criteria developed by the Consultant.

- "Cost report" that assigns conceptual budget estimates to each possible solution. Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Town wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Town will be paid for as Additional Services.
- Pay item descriptions, units, and unit prices will be based on current Town and TxDOT pay item unit prices and the Means ADA Compliance Pricing Guide. Changes to the pay item units after project commencement will be considered Additional Services.
- Photolog summary for each facility (photos for sidewalks can be hyperlinked in GIS but will not be provided on each facility report).
- Catalog of all field data compatible with the Town's existing GIS databases.
- The compliance status and possible solutions for building and park facilities will be based on the 2010 ADA Standards for Accessible Design and applicable access-related state and local standards. The compliance status and possible solutions for public right-of-way pedestrian facilities will be based on the 2011 Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG) and applicable access-related state and local standards

#### Task 4 – Transition Plan Development

The Consultant will coordinate with Town staff in developing the Transition Plan as follows:

- 4.1 ADA/504 Coordinator. The Consultant will work with the Town to define the role and responsibilities of the ADA/504 Coordinator.
- 4.2 Grievance Policy and Procedure. The Consultant will assist the Town to develop an ADA grievance policy, procedure, and complaint form for Title II.
- 4.3 ADA Notice. The Consultant will assist the Town to develop an ADA Notice.
- 4.4 Evaluation and Prioritization Criteria. The Consultant will identify the standards from which facility evaluation criteria should be developed and recommend criteria to prioritize accessibility improvements identified in future phases.
- 4.5 Exceptions and Exemptions. The Consultant will evaluate and provide possible solutions for exceptions or exemptions that may apply under the terms of the ADA. This may consist of exemptions related to structures of historic significance, alterations affecting the fundamental nature of a program, service, or activity under financial and administrative burden, or structural changes.
- 4.6 Budget. The Consultant will assist the Town to develop the following budgets:
  - A multi-year budget needed to complete the Self-Evaluation of facilities identified in **Task 3.5**.

- A multi-year budget needed for accessibility improvements identified in **Task 3.6**.
- Possible funding sources to achieve compliance will be provided. It will be the Town's responsibility to confirm the Town's eligibility for each funding source.

The Consultant will develop an ESRI dashboard for viewing project data, including cost and priority.

4.7 Draft Transition Plan. Based on the Self-Evaluation, the Consultant will prepare a draft Transition Plan for the Town. The plan will consist of:

- Executive summary which will describe the project purpose, process, and most significant findings;
- Documentation of Town efforts to-date related to ADA compliance;
- Identification of the Town's ADA Coordinator;
- Documentation of the Town's ADA Public Notice of Non-discrimination and Grievance Policy / Procedure;
- Summary of Town programs, services, activities, and facilities to be evaluated in future phases;
- A budget and schedule for future phases;
- Summary and detailed findings of Self-Evaluation; and
- A phased schedule with cost estimates for the removal of facility barriers that cannot be resolved through relocation of services, the provision of auxiliary aids, or equivalent facilitation.

The Consultant will provide electronic copies of the Draft Transition Plan in Microsoft Word and Adobe PDF formats to the Town.

4.8 Final Transition Plan. The Consultant will address one (1) round of comments from Town staff to prepare a Final ADA Self-Evaluation and Transition Plan for the Town. The Consultant will provide the following deliverables to the Town:

- Electronic copies of the Final Transition Plan in Microsoft Word and Adobe PDF formats; and
- Electronic copies of the Appendices. Printed copies of the Appendices will be considered Additional Services.

#### Task 5 – Public Outreach

5.1 Online Public Outreach Program. The Consultant will facilitate an online public outreach program to potentially introduce the project, prioritize facilities to be evaluated in future phases, and/or gather input regarding accessibility concerns/issues throughout the Town. The Consultant will produce the materials listed below and prepare a summary of action items resulting from the public outreach.

- GIS/web-based map showing Town buildings, parks, and signalized intersections
- Public access survey in SurveyMonkey

## Task 6 – Meetings

- 6.1 Progress Meetings. The Consultant will prepare for and attend up to two (2) virtual progress meetings with Town staff and the newly created ADA Liaison Committee. The Consultant will produce meeting materials and handouts and prepare a summary of action items resulting from the meetings (2-hour meetings).
- 6.2 Conference Calls. The Consultant will participate in up to two (2) conference calls with the Town to discuss the project (1-hour calls).

### **Services Not Included**

Any other services, including but not limited to the following, are not included in this Agreement:

- Evaluation and reporting of facilities not listed in **Task 3.6**;
- Evaluation of areas used only by employees as work areas; and
- Providing printed copies of Appendices.

### **Additional Services**

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates.

**Schedule:** The Consultant will provide its services as expeditiously as practicable and work with the Town to develop a mutually agreeable schedule.

**Deliverables:** The Consultant will deliver the following materials to the Town:

- Electronic copies of the Draft Transition Plan in Microsoft Word and Adobe PDF formats;
- Electronic copies of the Final Transition Plan in Microsoft Word and Adobe PDF formats;
- Electronic copies of the Transition Plan Appendices in Adobe PDF format. Printed copies of the Appendices will be considered Additional Services.
- Field work data in GIS format, compatible with the Town's GIS system.
- An ESRI dashboard for viewing project data, including cost and priority.

**EXHIBIT B  
COMPENSATION SCHEDULE**

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT  
BETWEEN THE TOWN OF PROSPER, TEXAS, AND KIMLEY-HORN AND ASSOCIATES,  
INC. FOR THE ADA TRANSITION PLAN PROJECT (2215-ST)**

**I. COMPENSATION SCHEDULE**

Task	Completion Schedule	Compensation Schedule
Notice-to-Proceed	September 2022	
Task 1 – Project Management	June 2023	\$15,000
Task 2 – Project Kick-off Meeting	October 2022	\$2,800
Task 3 – Self-Evaluation	May 2023	\$88,700
Task 4 – Transition Plan Development	June 2023	\$29,800
Task 5 – Public Outreach	June 2023	\$4,300
Task 6 - Meetings	June 2023	\$9,400
<b>Total Compensation</b>		<b>\$150,000</b>

**II. COMPENSATION SUMMARY**

Basic Services (Lump Sum)	Amount
Task 1 – Project Management	\$15,000
Task 2 – Project Kick-off Meeting	\$2,800
Task 3 – Self-Evaluation	\$88,700
Task 4 – Transition Plan Development	\$29,800
Task 5 – Public Outreach	\$4,300
Task 6 - Meetings	\$9,400
<b>Total Basic Services:</b>	<b>\$150,000</b>

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

Direct Expenses	Amount
None	\$0
<b>Total Direct Expenses:</b>	<b>\$0</b>

## EXHIBIT C INSURANCE REQUIREMENTS

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

### A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

### B. MINIMUM LIMITS OF INSURANCE

Service Provider shall maintain throughout contract limits not less than:

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

### C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

**D. OTHER INSURANCE PROVISIONS**

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

1. General Liability and Automobile Liability Coverages

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

2. Workers Compensation and Employer's Liability Coverage:

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

3. All Coverages:

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

4. Professional Liability and / or Errors and Omissions:

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

**E. ACCEPTABILITY OF INSURERS**

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

**F. VERIFICATION OF COVERAGE**

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

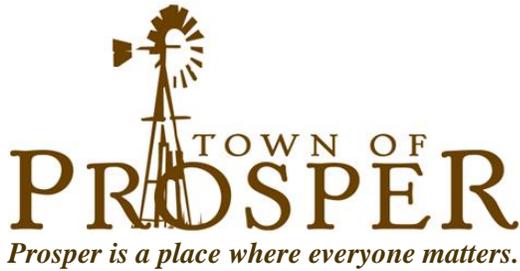
Certificate holder to be listed as follows:

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



### EXHIBIT E CONFLICT OF INTEREST QUESTIONNAIRE

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM CIQ</b>
<b>For vendor doing business with local governmental entity</b>		
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.003(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b> <hr/> Date Received	
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p> <p style="text-align: center; font-size: 1.2em;">Kimley-Horn and Associates, Inc.</p>		
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p><b>3</b> Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center; font-size: 1.2em;">N/A</p> <hr style="width: 20%; margin: auto;"/> <p style="text-align: center; font-size: 0.8em;">Name of Officer</p>		
<p><b>4</b> Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="text-align: center; font-size: 1.2em;">N/A</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p>		
<p><b>5</b> Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p> <p style="text-align: center; font-size: 1.2em;">N/A</p>		
<p><b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p><b>7</b></p> <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <p style="text-align: center; font-size: 1.2em;"><i>Scott R. [Signature]</i></p> <p style="text-align: center; font-size: 0.8em;">Signature of vendor doing business with the governmental entity</p> </div> <div style="width: 35%; text-align: right;"> <p style="text-align: center; font-size: 1.2em;">8/25/2022</p> <p style="text-align: center; font-size: 0.8em;">Date</p> </div> </div>		



## ENGINEERING SERVICES

**To:** Mayor and Town Council

**From:** Hulon T. Webb, Jr., P.E., Interim Executive Director of Development and Infrastructure Services

**Through:** Ron K. Patterson, Interim Town Manager

**Re:** Bid Award First Street (Coit – Custer)

**Town Council Meeting – September 13, 2022**

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**Agenda Item:**

Consider and act upon awarding CSP No. 2022-48-B to Mario Sinacola & Sons Excavating, Inc., related to construction services for the First Street (Coit to Custer) - 4 lanes project; and authorizing the Interim Town Manager to execute a construction agreement for same.

**Description of Agenda Item:**

On July 7, 2022, at 3:00 PM, three (3) Competitive Sealed Proposals were received for the First Street (Coit to Custer) - 4 lanes project. The project consists of all work needed for construction of four lanes of concrete roadway, underground storm drainage system, bridge construction, concrete trails, pedestrian trail tunnel, and related grading and utility improvements along First Street between Coit Road and Custer Road. The project was advertised using the Competitive Sealed Proposal Construction alternative procurement method to allow the Town to award the project to the contractor that offers the best value proposal based on the following criteria:

- Qualifications and Experience (30%)
  - Outline contractor and subcontractor experience with similar projects.
  - Outline qualifications of key personnel assigned to this project.
  - Provide references.
- Project Timeline (20%)
- Cost Proposal (50%)

The verified proposal totals ranged between \$20,484,776.87 and \$23,912,429.35. The Engineer's estimate was \$15,124,000.00. The proposal final completion times ranged from 539 calendar days to 730 calendar days. Mario Sinacola & Sons Excavating, Inc. (MSSEI), was the firm that ranked the highest after consideration of Costs, Time, and Qualifications with a cost of \$23,912,429.35, and a project timeline of 539 calendar days. MSSEI successfully completed the Prosper Trail (Coit to Custer) project. Staff also checked the references provided and received positive feedback.

The Competitive Sealed Proposal Construction alternative procurement method allows for negotiations as part of the process to make sure that the best value is achieved. Staff worked with MSSEI to reduce project costs through design and project phasing alternatives. Additionally, MSSEI self performs the majority of the more intense work items like roadway pavement, bridge construction and utilities, and were able to reduce some of their direct costs. They also utilized their relationships with vendors and subcontractors to adjust scope, terms, and commitments to allow for further project cost savings. These combined efforts have resulted in an overall reduction to their initial cost proposal by \$1,500,000.

**Budget Impact:**

The cost for the construction of this project is \$22,412,429.35 and reflects the \$1,500,000 overall reduction to the original cost proposal. The original FY 2021-2022 Capital Improvement Program included \$18,600,000 for the First Street (Coit to Custer) – 4 lanes project. The issuance of the General Obligations Bonds, Series 2022 approved at the July 26, 2022, Town Council meeting, allocated an additional \$1,770,000 of debt funding to the project budget. To increase the overall budget to \$23,400,000 in Account No. 750-6610-10-00-2014-ST, the following additional funding will be allocated in the FY 2022-2023 Capital Improvement Program: \$1,500,000 East Thoroughfare Impact Fee Fund, \$380,500 Development Escrows, and \$1,149,500 from the Prosper Independent School District Agreement for the construction of First Street adjacent to the High School.

**Legal Obligations and Review:**

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

**Attachments:**

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

**Town Staff Recommendation:**

Town staff recommends that the Town Council award CSP No. 2022-48-B to Mario Sinacola & Sons Excavating, Inc., related to construction services for the First Street (Coit to Custer) - 4 lanes project; and authorizing the Interim Town Manager to execute a construction agreement for same.

**Proposed Motion:**

I move to award CSP No. 2022-48-B to Mario Sinacola & Sons Excavating, Inc., related to construction services for the First Street (Coit to Custer) - 4 lanes project; and authorizing the Interim Town Manager to execute a construction agreement for same.

# LOCATION MAP

First Street (Coit Road - Custer Road)



**TOWN OF PROSPER  
 BID TABULATION SUMMARY**



Item 16.

Solicitation Number		Bid No. 2022-48-B
Solicitation Title		First Street (Coit-Custer) - 4 Lanes (2014-ST)
Close Date		7/7/2022 @ 2:00PM

Responding Supplier	City	State	Response Submitted	Response Total
Mario Sinacola & Sons Excavating	Frisco	TX	7/7/2022 01:39:48 PM (CT)	\$23,912,429.35
McMahon Contracting LP	Grand Prairie	TX	7/7/2022 12:41:56 PM (CT)	\$20,484,776.88
Tiseo Paving Co.	Mesquite	TX	7/7/2022 01:33:41 PM (CT)	\$20,946,618.38

**\*\*** 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.

Certified By:	Jay Carter, NIGP-CPP, CPPB, C.P.M. Purchasing Manager Town of Prosper, Texas	Date: 7/7/2022
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**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 **Mario Sinacola & Sons Excavating, Inc**, a company authorized to do business in Texas, (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:

**CSP NO. 2022-48-B  
FIRST STREET (COIT TO CUSTER) 4-LANES (CIP #2014-ST)**

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 Cost Proposal;
10. any listed and numbered addenda;
11. the Performance, Payment, and Maintenance Bonds; and,
12. any other proposal 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 **\$Twenty two million four-hundred twelve thousand four-hundred twenty-nine dollars and 35 cents (\$22,412,429.35)**. 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 479 calendar days after the date of the Notice to Proceed for the base proposal. Within 60 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

Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the contractor's proposal. A certificate of insurance meeting all requirements and provisions outlined herein shall be provided to the Town prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration. Certificate holder shall be listed as follows, with the project/contract number referenced:

Town of Prosper  
Attn: Purchasing Manager  
P.O. Box 307  
Prosper, Texas 75078

re: CSP No. 2022-48-B FIRST STREET (COIT TO CUSTER) 4-LANES (CIP NO. 2014-ST)

### 1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- a. ISO Form Number GL 00 01 (or similar form) covering Comprehensive General Liability. "Occurrence" form only, "claims made" forms are unacceptable.
- b. Workers' Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
- c. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract.

### 2. Minimum Limits of Insurance

Contractor shall maintain throughout contract limits not less than:

- a. Commercial General Liability: \$1,000,000 per occurrence / \$2,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy will include coverage for:
  - 1) Premises / Operations
  - 2) Broad Form Contractual Liability
  - 3) Products and Completed Operations
  - 4) Personal Injury

- 5) Broad Form Property Damage
  - 6) Explosion Collapse and Underground (XCU) Coverage.
  - b. Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 per injury, \$300,000 per occurrence, and \$100,000 per occupational disease.
  - c. Automobile Liability: \$1,000,000 Combined Single Limit. Limits can only be reduced if approved by the Town. Automobile liability shall apply to all owned, hired and non-owned autos.
  - d. Builders' Risk Insurance: Completed value form, insurance carried must be equal to the completed value of the structure. Town shall be listed as Loss Payee.
  - e. \$1,000,000 Umbrella Liability Limit that follows form over underlying Automobile Liability, General Liability, and Employers Liability coverages.
3. Deductible and Self-Insured Retentions

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

4. Other Insurance Provisions

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

- a. General Liability and Automobile Liability Coverage
  - 1) The Town, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the contractor, products and completed operations of the contractor, premises owned, occupied or used by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.
  - 2) The contractor's insurance coverage shall be primary insurance in respects to the Town, its officers, officials, employees and volunteers. Any insurance or self- insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the contractor's insurance and shall not contribute with it.

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

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

b. Workers' Compensation and Employer's Liability Coverage

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

c. All Coverages

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

5. Acceptability of Insurers

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

6. Verification of Coverage

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

## F. Performance, Payment and Maintenance Bonds

The Contractor shall procure and pay for a Performance Bond applicable to the work in the amount of one hundred fifteen percent (115%) of the total proposed price, and a Payment Bond applicable to the work in the amount of one hundred percent (100%) of the total proposed price. The Contractor shall also procure and pay for a Maintenance Bond applicable to the work in the amount of one hundred percent (100%) of the total proposed 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 A, B and C. 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.

#### **G. 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:

1. ensure proper completion of the Work. The Owner may use retained funds to pay replacement or substitute contractors to complete unfinished or defective work;
2. ensure timely completion of the Work. The Owner may use retained funds to pay liquidated damages; and
3. 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.

#### **H. 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.

#### **I. 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.

#### **J. 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.

#### **K. 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.

#### **L. 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.

#### **M. 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.

#### **N. "Anti-Israel Boycott" Provision**

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

#### **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.

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.

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.

*[Signatures continued on following page.]*

**CONTRACTOR**

**TOWN OF PROSPER, TEXAS**

Mario Sinacola & Sons Excavating , Inc.

By: Michael Sinacola

Title: Vice President

Date: \_\_\_\_\_

Address: 10950 Research Road  
Frisco, Texas 75033

Phone: 214-387-3900

Email: msinacola@mariosinacola.com

\_\_\_\_\_

By: **RON PATTERSON**

Title: Interim Town Manager

Date: \_\_\_\_\_

Address: 250 W. First St.  
P.O. Box 307  
Prosper, Texas 75078

Phone: (972) 346-2640

Email: rpatterson@prospertx.gov

ATTEST:

\_\_\_\_\_  
MICHELLE LEWIS SIRIANNI  
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 Twenty-two million four hundred twelve thousand four hundred twenty nine dollars and thirty-five cents (\$22,412,429.35) 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 **13th day of August, A.D. 2022**, 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:

**CSP NO. 2022-48-B  
FIRST STREET (COIT TO CUSTER) 4-LANES (CIP NO. 2014-ST)**

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 two copies, each one of which shall be deemed an original, this, the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

ATTEST:

**PRINCIPAL:**

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Typed/Printed Name  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
City State Zip  
\_\_\_\_\_  
Phone Fax

\_\_\_\_\_  
Company Name  
By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Typed/Printed Name  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
City State Zip  
\_\_\_\_\_  
Phone Fax

[Signatures continued on following page.]

ATTEST:

SURETY:

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

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Title

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Address

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City State Zip

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City State Zip

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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 Twenty two million four hundred twelve thousand four hundred twenty nine dollars and thirty five cents (\$22,412,429.35) (one hundred percent (100%) of the total bid price) 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 **13th day of August A.D. 2022**, 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:

**CSP NO. 2022-48-B  
FIRST STREET (COIT TO CUSTER) 4-LANES (CIP NO. 2014-ST)**

**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 two copies, each one of which shall be deemed an original, this, the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

ATTEST:

PRINCIPAL:

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed/Printed Name

\_\_\_\_\_  
Typed/Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
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City State Zip

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City State Zip

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Phone Fax

[Signatures continued on following page.]

ATTEST:

SURETY:

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

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Address

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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 twenty two million four hundred twelve thousand four hundred twenty nine dollars and thirty five cents (\$22,412,429.35) (one hundred percent (100%) 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 **13th day of August, 2022**, to furnish all permits, licenses, bonds, insurance, products, materials, equipment, labor, supervision, and other accessories necessary for the construction of:

**CSP NO. 2022-48-B  
FIRST STREET (COIT TO CUSTER) 4-LANES (CIP NO. 2014-ST)**

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 two copies, each one of which shall be deemed an original, on this the \_\_\_\_ day of \_\_\_\_\_, 2022.

ATTEST:

PRINCIPAL:

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed/Printed Name

\_\_\_\_\_  
Typed/Printed Name

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City State Zip

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Phone Fax

[Signatures continued on following page.]

ATTEST:

By: \_\_\_\_\_  
Signature

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Printed Name

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Title

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Address

\_\_\_\_\_  
City                      State                      Zip

\_\_\_\_\_  
Phone    Fax

SURETY:

By: \_\_\_\_\_  
Signature

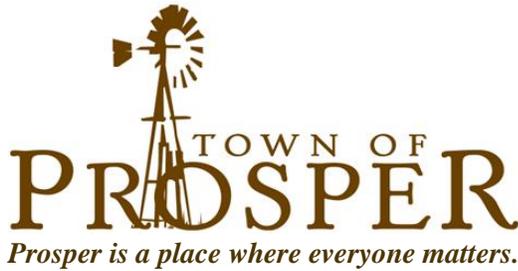
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Printed Name

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Address

\_\_\_\_\_  
City                      State                      Zip

\_\_\_\_\_  
Phone    Fax



## PLANNING

**To:** Mayor and Town Council

**From:** David Soto, Planning Manager

**Through:** Ron K. Patterson, Interim Town Manager  
Hulon T. Webb, Jr., Interim Executive Director of Development and Infrastructure Services

**Re:** Comprehensive Plan Update  
Town Council Meeting – September 13, 2022

**Agenda Item:**

Consider and act upon authorizing the Interim Town Manager to execute a Professional Services Agreement between Freese and Nichols, Inc., and the Town of Prosper, Texas, related to the update of the Comprehensive Plan.

**Description of Agenda Item:**

The current Comprehensive Plan was adopted in 2012 and serves as a guide for decision-making related to land use, transportation, infrastructure, utilities, other public facilities, and economic analyses. Since that time the Town has experienced tremendous growth and development. In addition, market conditions have changed, impacting the recommendations of the Plan. As a result, many of the Plan's recommendations, assessments, and analyses have become outdated.

The purpose of this update is to make minor revisions to the Comprehensive Plan, focusing on the Future Land Use and implementation matrix to help guide the Town over the next decade. The process of updating the Comprehensive Plan will be conducted in the following three (3) phases, in order to gather feedback and provide the greatest positive impact to the Town:

1. Community Snapshot and Verification of Goals
2. Recommendations
3. Report, Implementation and Adoption

The specific scope of services and tasks associated with the process are outlined in the attached agreement and is anticipated to take approximately 10 months to complete.

**Budget Impact:**

The cost for the Comprehensive Plan Update is \$108,500 and is budgeted in Account No. 100-5410-40-03.

**Legal Obligations and Review:**

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

**Attachments:**

1. Professional Service Agreement

**Town Staff Recommendation:**

Town staff recommends that the Town Council authorize the Interim Town Manager to execute a Professional Services Agreement between Freese and Nichols, Inc., and the Town of Prosper, Texas, related to the update of the Comprehensive Plan.

**Proposed Motion:**

I move to authorize the Interim Town Manager to execute a Professional Services Agreement between Freese and Nichols, Inc., and the Town of Prosper, Texas, related to the update of the Comprehensive Plan.

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE TOWN OF PROSPER, TEXAS, AND FREESE AND NICHOLS, INC.  
FOR THE COMPREHENSIVE PLAN UPDATE**

This Agreement for Professional 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 company authorized to do business in Texas, acting through a duly authorized officer, hereinafter called "Consultant," relative to Consultant providing professional services to Town. Town and Consultant when mentioned collectively shall be referred to as the "Parties."

**WITNESSETH:**

**WHEREAS**, Town desires to obtain professional services in connection with the **Comprehensive Plan Update**, 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 One Hundred Eight Thousand Five Hundred Dollars (\$108,500.00) 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:

Freese and Nichols, Inc.  
Daniel Harrison, Project Manager  
2711 Haskell Avenue, Suite 3300  
Dallas, Texas 75204  
Daniel.harrison@freese.com

Town of Prosper  
Ron K. Patterson, Interim Town Manager  
PO Box 307  
Prosper, TX 75078  
[rpatterson@prospertx.gov](mailto:rpatterson@prospertx.gov)

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

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

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

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

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

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

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

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

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

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

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

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

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

**FREESE AND NICHOLS, INC.**

**TOWN OF PROSPER, TEXAS**

By: Wendy Bonneau  
Signature

By: \_\_\_\_\_  
Signature

Wendy Bonneau  
Printed Name

Ron K. Patterson  
Printed Name

Vice President/Principal  
Title

InterimTown Manager  
Title

09/06/2022  
Date

\_\_\_\_\_  
Date

**EXHIBIT A  
SCOPE OF SERVICES**

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE TOWN OF PROSPER, TEXAS, AND FREESE AND NICHOLS, INC.  
FOR THE COMPREHENSIVE PLAN UPDATE**

**I. PROJECT DESCRIPTION**

A community's comprehensive Plan generally can be defined as a long-range planning tool that is intended for use by municipal staff, decision-makers and citizens to direct the growth and physical development of the community for 10 to 20 years or more. In 2012, the Town adopted a Comprehensive Plan which included extensive community outreach, a definition of the Town's vision, and a detailed analysis of all facets of the Town's departments including Future Land Use, Transportation, and Infrastructure. Since that time, the Town has made tremendous strides toward implementing the Plan and many of its priorities. This project aims to make minor updates to the Comprehensive Plan, focusing on the Future Land Use and implementation matrix to help guide the Town over the next decade. The objective of this planning process will be to involve the community, gather feedback and create an Update to the 2012 Plan that will guide the growth and development of Prosper. We propose the Plan be conducted in three phases to provide the greatest positive impact for the Town:

1. Community Snapshot and Verification of Goals
2. Recommendations
3. Report, Implementation and Adoption

**Project Area:** The project area for the Prosper Comprehensive Plan will include Prosper's town limits and extraterritorial jurisdiction.

The scope of services includes the following tasks and is not in chronological order:

**II. TASK SUMMARY**

**Phase One: Community Snapshot and Verification of Goals**

**Task 1 – Community/Committee Outreach**

- 1.1 Comprehensive Plan Advisory Committee: The Town will appoint a Comprehensive Plan Advisory Committee (CPAC) that will meet with FNI and Town staff throughout the planning process. While the exact membership of the CPAC is at the discretion of the Town, the CPAC should consist of two Town Council members, two Planning and Zoning Commission members, and one person who could be an elected official, appointed official, resident, or a business owner. The CPAC, Town, and FNI will meet up to three (3) times at key milestones throughout the course of the project.
- 1.2 Planning and Zoning Commission Meeting: FNI will attend one (1) Planning and Zoning Commission meeting to present the Plan, be available for P&Z questions, and for the Plan's recommendation to Town Council.

## Task 2 – Community Snapshot

2.1 Baseline Analysis: The Baseline Analysis is intended to provide background information about the Town of Prosper. This is vital to the planning process because without the knowledge of where the Town is today, assessing what it can be in the future becomes increasingly difficult. The majority of data for this effort will be gathered through Town sources and updated charts will be included in the Plan.

1. Historic Trends, Population Growth and Demographic Profile
  - a. Historical population and related growth trends will be analyzed.
  - b. Demographic profile will consist of age, gender, ethnicity, income, and household type.

The population projections utilized within the Future Land Use Plan and the other components of the Comprehensive Plan will be derived from this information.

The demographic information will use the latest Census or Esri data available at the time of contract execution.

2.2 Existing Land Use Analysis: The relationships of existing and future land uses will shape the character and quality of life of the community for many years to come. The Town will provide FNI with an Existing Land Use Map in GIS format. FNI will update the Existing Land Use Table in the Comprehensive Plan. Assessment of the land use characteristics will also be updated once data gathering has been completed. The existing land use inventories (conducted using a base map of the Town provided by Prosper, the county, or a similar entity) will include:

1. Analysis of types of land use (color-coded by category) quantified by acres;
2. Analysis of types of land use correlated to Prosper's population (for future projection purposes);
3. Discussion of existing development patterns;
4. Discussion of existing land use relationships, both positive and negative.

2.3 Planning Context: An understanding of the planning context will help to set the framework for which general planning decisions can be made. The following are elements to be documented in order to establish the planning context:

1. Evaluate existing planning documents;
2. Review past and ongoing planning efforts conducted by the Town;
3. Evaluate regional initiatives; and
4. Coordinate with ongoing updates to other plans.

Task Product: The Community Snapshot will be a compilation of written information, supported with charts and tables, explaining the importance and meaning of the facts as they relate to the Town of Prosper and the Comprehensive Plan. Maps graphically depicting applicable information will include the following elements: (1) Population growth and demographic snapshot, (2) existing transportation/ thoroughfare routes, (3) existing land use analysis, and (4) physical limitations of the Town. FNI will use existing data from the 2012 if still applicable.

## Task 3 – Vision and Goals

3.1 The current Comprehensive Plan defines a Vision with many Goals and Objectives. For the purposes of this Update, FNI will use the current Vision as a starting point. Goals will be verified and Objectives will be updated only as necessary.

Task Product: The results of the Vision, Goals, and Objectives work effort will be a written list of updated goals and objectives to guide the remainder of the comprehensive planning process.

## Phase Two: Plans and Recommendations

### Task 4 – Future Land Use Plan

1.1 Prosper's Future Land Use Plan is a policy document which is intended to guide Town staff and officials as they make decision on where, when and how the Town should grow. Development of a land use plan, which is understandable to citizens, Town staff, the Planning and Zoning Commission and Town Council, will ensure that a cohesive and unified vision for Prosper is presented to developers and property owners as future development and redevelopment occurs within the community. The mission is to build a land use scenario based upon the community's vision resulting in the development of a Future Land Use Plan Map that conveys the community's development and redevelopment objectives. This portion of the Comprehensive Plan will take into account existing land use information, current zoning regulations, economic development objectives, past development patterns and infill and redevelopment opportunities and will integrate them into an understandable graphic depiction of the community's future.

- **Future Land Use Types Defined:** A key component of the Future Land Use Plan is the definition and discussion of future land use types, including any new types of land use that may be applicable within the Town. Discussions of the types of land uses will include associated character guidelines, preferred locations, and general density guidelines (for residential uses).
- **Multifamily Development:** The current housing market conditions in the region have created a high demand for multifamily developments. The Town will continue to be presented with numerous proposals for multifamily development within the Town's limits. The relationships and ratios between single-family and multifamily within the Town's overall housing stock is an important element for the Future Land Use Plan to define. This element will provide the Town guidance regarding where multifamily developments should occur and how many multifamily units should be planned within the Town.
- **Drive-Throughs:** The commercial market in the region is continuing to grow, which places a demand on vacant properties to develop. Most of the Town's residents use vehicles to travel about their daily lives. Additionally, many people throughout the region pass through the Town on their way to their homes and places of work. With large traffic volumes, there is a high demand for businesses to provide goods and services using drive-through facilities. These drive-through facilities may pose issues related to traffic circulation, appearance, and noise. As a quality of life issue, the Plan will address these facilities and provide best practices for their inclusion in developments.
- **Land Use Projections:** Land use projections, based upon projected growth scenario, will be calculated. Land use projections will depict the acreage by land use type as reflected within the Future Land Use Plan Map.
- **Ultimate Capacity and Population Projections:** The ultimate capacity of Prosper, based upon the Future Land Use Plan Map, will be calculated in order to provide a general carrying capacity. Additionally, FNI will develop a new projected growth rate for the Town based upon historical growth patterns and future growth considerations. The combination of the ultimate capacity and population projections will help guide decisions pertaining to infrastructure, parks, public facilities and other Capital Improvement Program items.
- **Future Land Use Plan Map:** The Future Land Use Plan will culminate with the depiction of color-coded land uses within the Town's planning area. The Plan will consider the following:
  1. Location of future residential, non-residential, open space and public land uses;
  2. Location of environmentally sensitive areas or barriers that should be considered when making future development decisions; and
  3. Location of future land uses along major transportation corridors.

**Task Product:** The results of the Future Land Use Plan section of the Comprehensive Plan will be a Future Land Use Plan map, supported and explained with text, charts and tables. Text descriptions will also describe recommendations and proposed guidelines for various types of land uses for the Town to consider when making future land use decisions.

### Task 5 – Neighborhood and Community Livability

5.1 Livability refers to the many tangible and intangible characteristics of Prosper that contribute to the Town's quality of life. This section is intended define and create recommendations on what the Town of Prosper should consider to maintain and improve the quality of life for its residents. The CPAC and public input will be used as the basis for identifying and defining the amenities desired by residents for Prosper. This task can be a stand-alone chapter or included as part of the Future Land Use Chapter.

Task Product: Update of the Neighborhood and Community Livability Section. It is anticipated that this section would only be a minor update to include current trends and any discrepancies from the last Plan.

### Task 6 – Transportation and Infrastructure

6.1 Transportation and Infrastructure are important elements of the Comprehensive Plan. However, the transportation network is generally set and infrastructure plans are being done by others. FNI will fold in existing and on-going plans from the Town for the purposes of this exercise. Transportation and other infrastructure needs raised during the process that are not already addressed in other plans will be incorporated in the implementation plan.

Task Product: Full transportation and infrastructure plans are not a part of this effort.

### Task 7-Market Analysis

7.1 A recent market analysis was performed as part of the Downtown Plan. FNI will build on that market analysis and assess other major changes in the market due to major planned and constructed developments since the last Plan. A high-level market analysis will be performed to inform the future land use plan and inform potential projects for implementation.

Task Product: High-level market analysis.

### Phase Three: Report and Implementation

#### Task 8-Report and Implementation

8.1 Draft Report: FNI will prepare one (1) draft Comprehensive Plan draft that will document the planning process. It will present a clear narrative with accompanying graphics and figures, as necessary, to describe the intentions of the community. The draft will be provided to the Town, CPAC and other parties the Town wishes to include for review and comments. The Town shall provide one consolidated set of edits. FNI will incorporate comments and proceed to prepare implementation items.

- Implementation Plan: The Implementation Plan will be structured into a coordinated action program so that Town leaders, staff, and other decision-makers can easily identify the steps that are necessary to achieve the vision for the Town that is described within the Comprehensive Plan. The Implementation Plan will outline priorities primarily by:

1. Reviewing the various policies and related recommendations from each Plan element;
2. Dividing the policies and related recommendations into applicable implementation techniques/actions – an overall Action Plan – such as regulatory actions, programs, and intergovernmental partnerships; and
3. Prioritizing the implementation techniques/actions into appropriate time frames.

Task Product: The Implementation Plan will represent the initial action plan to take Plan policies and related recommendations from vision to reality, and will include practical and specific steps for implementing the Comprehensive Plan within the near-term (i.e., 2023-2033) and within a longer-term planning horizon (2033-2043).

- Plan Chapters: The culmination of the planning process will result in a Comprehensive Plan document containing the following elements:
  1. Executive Summary
  2. Chapter 1: Community Snapshot
  3. Chapter 2: Vision and Goals- minor update
  4. Chapter 3: Future Land Use
  5. Chapter 4: Transportation Plan - not included
  6. Chapter 5: Market Analysis
  7. Chapter 6: Infrastructure Assessment - not included
  8. Chapter 7: Implementation

Task Product: The results of the Comprehensive Plan documentation will be: A print- ready, high-quality PDF of the final Comprehensive Plan, and all electronic files needed to print, recreate, or edit the plan document, including mapping data, shared via electronic file transfer.

Task 9: Adoption:

9.1 FNI team members will present the project scope, process, findings and recommendations at one (1) Planning and Zoning Commission meeting and one (1) Town Council meeting as part of the adoption process.

### **III. DELIVERABLES**

Task 1 – Community/Committee Outreach	All Meeting Effort
Task 2 – Community Snapshot	Updated Community Snapshot
Task 3 – Vision and Goals	Updated Community Vision Chapter
Task 4 – Future Land Use	Updated Future Land Use Chapter
Task 5 – Neighborhood and Community Livability	Updated Future Land Use Chapter
Task 6 – Transportation and Infrastructure	Transportation and Infrastructure Plans
Task 7-Market Analysis	Market Analysis
Task 8-Report and Implementation	Implementation Plan
Task 9-Adoption	Final Plan Coordination and Document

**EXHIBIT B  
COMPENSATION SCHEDULE**

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE TOWN OF PROSPER, TEXAS, AND FREESE AND NICHOLS  
FOR THE 2023 COMPREHENSIVE PLAN UPDATE PROJECT (PRP22XYZ)**

**I. COMPENSATION SCHEDULE**

Task	Completion Schedule	Compensation Schedule
Notice-to-Proceed	Sept. 2022	
Task 1a - Community / Committee Outreach / Meetings	Oct 2022	\$11,000.00
Task 1a - Community / Committee Outreach / Meetings	Feb. 2023	\$11,000.00
Task 1a - Community / Committee Outreach / Meetings	July 2023	\$12,000.00
Task 2 - Baseline Analysis	Oct.2022	\$7,500.00
Task 3 - Vision and Goals	Nov. 2022	\$3,000.00
Task 4 - Future Land Use Plan	Feb 2023	\$15,000.00
Task 5 - Neighborhood and Community Livability	March 2023	\$5,000.00
Task 6 - Transportation and Infrastructure	March 2023	\$500.00
Task 7 - Market Analysis	March 2023	\$10,000.00
Task 8 - Report and Implementation	May 2023	\$25,000.00
Task 9 - Adoption Process	July 2023	\$3,000.00
<b>Total Compensation</b>		<b>\$103,000</b>

**II. COMPENSATION SUMMARY**

Basic Services (Lump Sum)	Amount
Task 1 - Community/ Committee Outreach / Meetings	\$34,000.00
Task 2 - Baseline Analysis	\$7,500.00
Task 3 - Vision and Goals	\$3,000.00
Task 4 - Future Land Use Plan	\$15,000.00
Task 5 - Neighborhood and Community Livability	\$5,000.00
Task 6 - Transportation and Infrastructure	\$500.00
Task 7 - Market Analysis	\$10,000.00
Task 8 - Report and Implementation	\$25,000.00
Task 9 - Adoption Process	\$3,000.00
<b>Total Basic Services:</b>	<b>\$103,000</b>

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

<b>Total Special Services:</b>	<b>\$0</b>
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<b>Direct Expenses</b>	<b>Amount</b>
Technology Charges	\$4,800
Mileage	350
Meals	250
Printing	100
<b>Total Direct Expenses:</b>	<b>\$5,500</b>

## EXHIBIT C INSURANCE REQUIREMENTS

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

### A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

### B. MINIMUM LIMITS OF INSURANCE

Service Provider shall maintain throughout contract limits not less than:

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

### C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

**D. OTHER INSURANCE PROVISIONS**

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

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

2. Workers Compensation and Employer's Liability Coverage:

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

3. All Coverages:

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

4. Professional Liability and / or Errors and Omissions:

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

**E. ACCEPTABILITY OF INSURERS**

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

**F. VERIFICATION OF COVERAGE**

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

Certificate holder to be listed as follows:

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

EXHIBIT D  
CONFLICT OF INTEREST AFFIDAVIT

PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE TOWN OF PROSPER, TEXAS, AND FREESE AND NICHOLS  
FOR THE 2023 COMPREHENSIVE PLAN UPDATE PROJECT (PRP22XYZ)

THE STATE OF TEXAS §  
COUNTY OF Tarrant §

I, WENDY BONNEAU, a member of the Consultant team, make this affidavit and hereby on oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision on the Project (Check all that apply):

- Ownership of 10% or more of the voting shares of the business entity.
- Ownership of \$25,000.00 or more of the fair market value of the business entity.
- Funds received from the business entity exceed 10% of my income for the previous year.
- Real property is involved, and I have an equitable or legal ownership with a fair market value of at least \$25,000.00.
- A relative of mine has substantial interest in the business entity or property that would be affected by my decision of the public body of which I am a member.
- Other: \_\_\_\_\_
- None of the Above.

Upon filing this affidavit with the Town of Prosper, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573 of the Texas Government Code, is a member of the public body which took action on the agreement.

Signed this 6<sup>th</sup> day of September, 2022

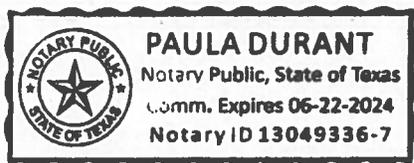
W Bonneau/principal  
Signature of Official / Title

BEFORE ME, the undersigned authority, this day personally appeared Wendy Bonneau and on oath stated that the facts hereinabove stated are true to the best of his / her knowledge or belief.

Sworn to and subscribed before me on this 6<sup>th</sup> day of September, 2022

Paula Durant  
Notary Public in and for the State of Texas

My Commission expires: 6-22-2024



# CONFLICT OF INTEREST QUESTIONNAIRE

# FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Freese and Nichols, Inc.

2  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

N/A

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes  No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes  No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Stephanie Stephenson  
Signature of vendor doing business with the governmental entity

09/06/2022  
Date





## ADDITIONAL REMARKS SCHEDULE

AGENCY <b>Ames &amp; Gough</b>		NAMED INSURED <b>Freese and Nichols, Inc. 801 Cherry Street, Suite 2800 Fort Worth, TX 76102</b>	
POLICY NUMBER <b>SEE PAGE 1</b>			
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>	

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

## Description of Operations/Locations/Vehicles:

Liability, Umbrella Liability and Workers Compensation policies include a Waiver of Subrogation in favor of the Additional Insured where permissible by state law and when required by written contract. 30-day Notice of Cancellation will be issued for the General Liability, Auto Liability, Umbrella Liability, Workers Compensation and Professional Liability policies in accordance with policy terms and conditions.



## POLICE DEPARTMENT

**To:** Mayor and Town Council

**From:** Whitney Rehm, Grants Administrator

**Through:** Ron K. Patterson, Interim Town Manager  
Doug Kowalski, Chief of Police

**Re:** Bullet-Resistant Shield Grant Program

Town Council Meeting – September 13, 2022

**Agenda Item:**

Consider and act upon a resolution authorizing the Interim Town Manager, and/or his/her designee, to apply for the Office of the Governor, Criminal Justice Division, Bullet-Resistant Shield Grant Program, FY2023. (DK)

**Description of Agenda Item:**

The Office of the Governor (OOG) is offering grant funding for the purchase and deployment of Level III & IV Bullet-Resistance Shields that are rated to be rifle resistant. No minimum or maximum has been identified by the grant. The proposed project includes twenty rifle-rated handheld shields and one rifle-rated mobile heavy-duty shield. These shields were chosen due to the grant's funding requirements and abilities to protect responding officers, including the civilians, involved in active shooter events.

This grant is funded at 100% if selected by the OOG. The Town of Prosper will be responsible to initially fund the shields out of General Fund, and the State will reimburse the Town of Prosper.

**Budget Impact:**

The total funds requested will be approximately \$83,749.03 and will be funded from the Police Department's Capital Account, 100-6140-20-1. If approved, Blais and Associates will review the project application to make minor adjustments prior to submission to the OOG. The review cost is quoted at \$1,800 and will be paid out of the Police Department's Professional Services Account, 100-5410-20-01.

**Legal Obligations and Review:**

Terrence Welch of Brown & Hofmeister, L.L.P., has approved the terms and conditions and all award documentation as to form and legality.

**Attached Documents:**

1. Funding Announcement
2. Legal Review
3. GT Distributors Quote

4. Resolution
5. Blais & Associates Quote

**Town Staff Recommendation:**

Town staff recommends the Town Council approve a resolution authorizing the Interim Town Manager, and/or his/her designee, to apply for the Office of the Governor, Criminal Justice Division, Bullet-Resistant Shield Program FY2023. A future budget amendment will be requested to account for the grant income and to allocate funding for this project.

**Proposed Motion:**

I move to approve a resolution authorizing the Interim Town Manager, and/or his/her designee, to apply for the Office of the Governor, Criminal Justice Division, Bullet-Resistant Shield Grant Program, FY2023.



# Office of the Governor, Public Safety Office Criminal Justice Division Funding Announcement: ***Bullet-Resistant Shield Grant Program, FY2023***

## Purpose

The purpose of this announcement is to solicit applications from law enforcement agencies to equip peace officers with bullet-resistant shields.

## Available Funding

State funds for these projects are authorized by a Budget Execution Order proposed by the Legislative Budget Board and ratified by Governor Abbott on June 28, 2022, pursuant to Texas Government Code, Section 317.002 and Section 317.005(b). All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. The Public Safety Office (PSO) expects to make available \$50M for FY2023.

## Eligible Organizations

Applications may be submitted by independent school districts, institutions of higher education, units of local government, the Texas Department of Public Safety and other educational institutions that operate law enforcement agencies employing peace officers under Article 2.12, Texas Code of Criminal Procedure.

All applications submitted by local law enforcement agencies/offices must be submitted by a unit of government affiliated with the agency, including an authorizing resolution from that unit of government. For example, police departments must apply under their municipal government, and community supervision and corrections departments, district attorneys, and judicial districts must apply through their affiliated county government (or one of the counties, in the case of agencies that serve more than one county).

## Application Process

Applicants must access the PSO's eGrants grant management website at <https://eGrants.gov.texas.gov> to register and apply for funding. For more instructions and information, see *eGrants User Guide to Creating an Application*, available [here](#).

## Key Dates

Action	Date
Funding Announcement Release	08/17/2022
Online System Opening Date	08/17/2022
Final Date to Submit and Certify an Application	09/19/2022 at 5:00PM CST
Earliest Project Start Date	09/01/2022

## Project Period

Projects must begin on or after 09/01/2022 and may not exceed a 12-month project period.

## Funding Levels

Minimum: None

Maximum: None

Match Requirement: None

## Standards

Grantees must comply with standards applicable to this fund source cited in the Texas Grant Management Standards ([TxGMS](#)), [Federal Uniform Grant Guidance](#), and all statutes, requirements, and guidelines applicable to this funding.

## Eligible Activities and Costs

Funds may only be used for obtaining bullet-resistant shields compliant with the National Institute of Justice (NIJ) Level III, III+, or IV.

Applicants are encouraged to consider the reasonable cost of their request. PSO will evaluate applications based on the number of frontline peace officers and the average cost per shield.

## Program-Specific Requirements

**Eligible officers.** Grant funds may only be used to equip peace officers (as defined by Article 2.12, Texas Code of Criminal Procedure) directly employed by a law enforcement agency operated by the applicant.

PSO will prioritize the equipping of certain types of officers in the following order:

- 1) Peace officers directly employed by school districts;
- 2) Peace officers contracted by school districts; and
- 3) Other peace officers that may respond to school safety emergencies.

**Active Shooter Policy.** All eligible organizations that apply for grant funds will ensure its law enforcement agency adopts a Critical Incidents In-Progress (Active Shooter) policy implementing, at a minimum, protocols for assessing an active threat or violent encounter and immediately responding in order to stop the killing, stop the dying, and provide rapid casualty evacuation. The policy should include procedures that address:

- Concepts and Principles

- Community/First Responder Agency Notifications
- Mutual Aid Implementation
- Solo Officer Deployment
- Officer Team Deployment
- Follow-On Responders (Rescue Task Force)
- Incident Command - Unified Command Considerations
- Incident Debriefing
- Training

**ALERT Training.** All officers provided with a grant-funded ballistic shield must have either attended 16 hours of ALERT (Advanced Law Enforcement Rapid Response Training) training within the last 24 months or commit to attend within the next 24 months. ALERT's upcoming course schedule can be found here: <https://alerrt.org/Upcoming>.

**Note:** Funding is available through the Public Safety Office to offset travel expenditures associated with attending ALERT Training. Please refer to the [ALERT Travel Assistance Funding Announcement](#) for more information on how to apply for these funds.

## Eligibility Requirements

1. Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the [Cybersecurity Training Certification for State and Local Governments](#). A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources [Statewide Cybersecurity Awareness Training](#) page.
2. Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the Texas Code of Criminal Procedure, Chapter 66. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

3. Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-

mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

4. Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security (“DHS”) to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency’s custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to OOG and is active until August 31, 2023 or the end of the grant period, whichever is later.

5. In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS’s [Sexual Assault Evidence Tracking Program](#) website for more information or to set up an account to begin participating.
6. Eligible applicants must be registered in the federal System for Award Management (SAM) database and have an UEI (Unique Entity ID) number assigned to its agency (to get registered in the SAM database and request an UEI number, go to <https://sam.gov/>).

Failure to comply with program eligibility requirements may cause funds to be withheld and/or suspension or termination of grant funds.

## Prohibitions

Grant funds may not be used to support the unallowable costs listed in the [Guide to Grants](#) or any of the following unallowable costs:

1. Any costs ancillary to the purchase of eligible ballistic shields, such as policy development, training costs, and staff; and
2. Any other prohibition imposed by federal, state or local law or regulation.

## Selection Process

**Application Screening:** The Office of the Governor will screen all applications to ensure that they meet the requirements included in the funding announcement.

**Peer/Merit Review:** The Office of the Governor will review applications to understand the overall demand for the program and for significant variations in costs per item. After this review, the Office of the Governor will determine if all eligible applications can be funded based on funds available, if there are cost-effectiveness benefits to normalizing or setting limits on the range of costs, and if other fair-share cuts may allow for broader distribution and a higher number of projects while still remaining effective.

**Final Decisions:** The Office of the Governor will consider these factors and make all final funding decisions. Other factors may include cost effectiveness, overall funds availability, or state government priorities and strategies, legislative directives, need, geographic distribution, or other relevant factors.

The Office of the Governor may not fund all applications or may only award part of the amount requested. In the event that funding requests exceed available funds, the Office of the Governor may revise projects to address a more limited focus.

## Contact Information

For more information, contact the eGrants help desk at [eGrants@gov.texas.gov](mailto:eGrants@gov.texas.gov) or (512) 463-1919.



GT Distributors - Austin  
 1124 New Meister Ln., Ste 100  
 Pflugerville TX 78660  
 (512) 451-8298 Ext. 0000

Quote	QTE0160517
Date	8/31/2022 Item 18.
Page:	1

**Bill To:**

Prosper, Town of (TX)  
 Attn: Accounts Payable  
 P.O. Box 307  
 Prosper TX 75078

**Ship To:**

Prosper, Town of (TX)  
 801 Safety Way  
 Attn: Lt. Barrett Morris  
 PO #:  
 Prosper TX 75078

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
MORRIS 31AUG22 PT	005576	DJ	FACTORY DIRECT	NET 15	0/0/0000	2,639,623
Quantity	Item Number	Description	UOM	Unit Price	Ext. Price	
20	PTA-1347352*	Protech Assault VP Shield Level III W/Viewport  Dimensions: 16"x30" Viewport: 5" x 7" Weight 20 LBS MSRP: \$6,600.00	EA	\$3,367.35	\$67,347.00	
1	PTA-1002711*	ProTech Phoenix IV Shield 24x48 3 panels, wh  Level 4 AP Rated: YES Dimensions: 24"x48" Weight: 157 LBS MSRP: \$23,000.00	EA	\$11,734.69	\$11,734.69	
1	PTA-1002564*	ProTech Phoenix IV Shield Additional Panel w/  Level 4 AP Rated: YES Dimensions: 24"x16" Weight: : 65 LBS Viewport: 6"x12" MSRP: \$6,600.00	EA	\$3,367.35	\$3,367.35	
1	NOTES:	Notes:  Quotation reflects BuyBoard Contract 603-20. Contract period 04/01/22-03/31/23. Email BuyBoard PO's to info@buyboard.com	EA	\$0.00	\$0.00	
1	NOTES:	Notes:  Quote is valid for 30 days. Please, reference quote number on PO. Freight may vary with quantity changes.	EA	\$0.00	\$0.00	

**QUOTE IS GOOD FOR 30 DAYS. IN ORDER TO RECEIVE QUOTED PRICE PLEASE PRESENT A COPY OF QUOTE AT POINT OF SALE IN STORES OR REFERENCE QUOTE NUMBER ON PO OR REQUISITION**

Morris, Barrett  
 bmorris@prospertx.gov

Subtotal	\$82,449.04
Misc	\$0.00
Tax	\$0.00
Freight	\$1,299.99
<b>Total</b>	

Thank you, Your salesperson was James.

**TOWN OF PROSPER, TEXAS**

**RESOLUTION NO. 2022-XX**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, AUTHORIZING THE TOWN TO SUBMIT A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR (OOG) FOR THE 2023 – TOWN OF PROSPER BULLET-RESISTANT SHIELD GRANT PROGRAM, GRANT NUMBER 4644201.**

**WHEREAS**, the Town of Prosper finds it in the best interest of the citizens of the Town of Prosper that the 2023 Officer of the Governor, Criminal Justice Division – Town of Prosper Bullet Resistant Shields Grant Program, be operated for the 2023 calendar year; and

**WHEREAS**, the Town agrees to provide applicable reimbursed funds for the said project as required by the Office of the Governor Criminal Justice Division grant application; and

**WHEREAS**, the Town agrees that in the event of loss or misuse of the funds, Office of the Governor, the Town assures that the funds will be returned to the Office of the Governor in full; and

**WHEREAS**, the Town designates the Grants Administrator, Whitney Rehm, as the grantee’s authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the Town.

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

**SECTION 1**

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

**SECTION 2**

The Town Council of the Town of Prosper does hereby approve the submission of the grant application for the 2023 Criminal Justice Division – Town of Prosper Bullet Resistant Shield Grant Program to the Office of the Governor.

**SECTION 3**

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

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS \_\_\_\_\_, 2022.**

\_\_\_\_\_  
**David F. Bristol, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Michelle Lewis Sirianni, Town Secretary**

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
**Terrence S. Welch, Town Attorney**

Quote Prepared By:  
Whitten Guajardo  
832-851-5923  
wguajardo@blaisassoc.com

## Project Quote

<b>Client Name</b>	<b>Town of Prosper</b>
Client Contact(s)	Whitney Rehm, <i>Grants Administrator</i>
<b>Grant Program</b>	<b>Texas Office of the Governor: Bullet-Resistant Shield Grant Program</b>
Project Due	September 19, 2022
<b>Project Name</b>	<b>Prosper Bullet-Resistant Shield Program - Review Only</b>
Date Prepared	September 2, 2022
Project Cost	\$1,800

Activity	
Preparatory work including reviewing guidelines and application materials.	
Quality control/technical review of two full drafts, to be provided by client. Hand-written edits and recommendations to be provided by B&A. B&A strongly recommends providing a draft for review that is 80% or more complete, including budget. Client is responsible for all application development and submission activities.	
Conference calls and client coordination.	
<b>SUBTOTAL</b>	<b>\$1,800.00</b>

Direct Costs	
Final Files (link)	\$0.00
Reproduction for hard copy (not applicable)	\$0.00
Express Delivery mail or courier services (not applicable)	\$0.00
<b>SUBTOTAL</b>	<b>\$0.00</b>

<b>GRAND TOTAL</b>	<b>\$1,800.00</b>
--------------------	-------------------

Notes and Assumptions
1) \$50 million in total available funds. No minimum or maximum award amount.
2) No match requirement.

Quote Prepared By:  
Whitten Guajardo  
832-851-5923  
wguajardo@blaisassoc.com

*Please note that this quote is fixed fee for service based on current conditions and understandings. Many factors may change during the development of a project, including Client requests, that may increase the amount of work required to successfully perform services. During the course of work, if there is a material change in scope, B&A will notify the point of contact and mutually agree to a change order or discuss alternatives.*

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**Signature Approving Costs and Authorizing Notice to Proceed**

---

**Date**

---

**Printed Name**



## PARKS AND RECREATION

**To: Mayor and Town Council**

**From: Dan Baker, Director of Parks and Recreation**

**Through: Robyn Battle, Executive Director of Community Services  
Ron Patterson, Interim Town Manager**

**Re: Prosper Youth Sports Commission Bylaw Amendments**

**Town Council Meeting – September 13, 2022**

**Agenda Item:**

Consider an act upon approval of the Prosper Youth Sports Commission (PYSC) Bylaw amendments.

**Description of Agenda Item:**

At the October 22, 2013, Town Council meeting, an ordinance was adopted establishing the Prosper Youth Sports Commission (PYSC). Per the ordinance, the PYSC is required to have the bylaws, as originally adopted and all amendments approved by Town Council. After that meeting members of PYSC worked on the bylaws which were presented to the Town Council for discussion at the October 24, 2014, Town Council meeting. Comments were received and presented to the PYSC for final consideration. These bylaws were approved by Town Council during that meeting.

During the July 27, 2022, PYSC Quarterly meeting, proposed amendments to the current bylaws were presented to and approved by PYSC voting board members. Staff is presenting the proposed amendments to council for approval.

**Legal Obligations and Review:**

The Town Attorney has reviewed this document as to form and legality.

**Attached Documents:**

1. Proposed Amendments to PYSC Bylaws, Redline Version
2. Proposed Amendments to PYSC Bylaws, Clean Version

**Town Staff Recommendation:**

Staff recommends the Town Council approve the Prosper Youth Sports Commission (PYSC) Bylaw amendments.

**Proposed Motion:**

I move to approve the Prosper Youth Sports Commission (PYSC) Bylaw amendments.

**BYLAWS OF THE  
PROSPER YOUTH SPORTS COMMISSION  
(Commission)**

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*Version Log.*

- *Version 1.0 – Town Council Approved dated XX/XX/XXXX*
- *Version 1.1 - Updates made to multiple sections to clean up wording, update the Membership organization, set criteria for new organizations, and update Member obligations.*

These are the Bylaws of PROSPER YOUTH SPORTS COMMISSION (the “Commission”), duly adopted on \_\_\_\_\_, 2014, as revised on \_\_\_\_\_, 2016 at an organizational meeting of its Members.

**ARTICLE I - MISSION**

To establish minimum criteria and provide congruency between all youth leagues and a quality experience to every league and participant.

To govern facility use to provide safe, equitable, and enjoyable sports opportunities for all participants.

To ensure Member leagues are recreational first and teach the basic skills and fundamentals of sports, to play in a safe and nurturing environment, where all children will have the opportunity to play, regardless of skill level.

To ensure that each child has a positive, rewarding experience while participating in youth sports, and that each child will learn the importance of sportsmanship, teamwork, honor, and integrity.

To provide guidance and recommendations for any newly formed leagues wishing to gain Membership.

**ARTICLE II - OFFICES**

The principal address of the Commission in the State of Texas shall be located in the Town of Prosper, County of Collin, Texas. The Commission may have such other addresses, either within or without the State of Texas, as the Members may determine or as the affairs of the Commission may require from time to time.

**Registered Office and Agent Address**

President, Prosper Youth Sports Commission  
P.O. Box 99, Prosper, Texas 75078

### **ARTICLE III - MEMBERSHIP OF COMMISSION**

The Commission is comprised of three elected individuals as more fully described in Article VII, the Presidents from each Member Association, one PISD At-Large Member, **and one town staff member**, and the Commission's Past President (singularly a "Member" or collectively the "Members"). Subsequent Members may be added by application to and the approval of the Commission and who also shall adhere to the Constitution, Bylaws, and Rules and Regulations of the Commission. The Member Associations are those youth sports associations and organizations recognized by The Town of Prosper's Town Council, and upon adoption of these By-Laws consist of the Prosper Youth Sports Association, Prosper Area Soccer **Association Organization** and the **Prosper Little League Prosper Baseball Softball Association**. The elected Members are the President, Vice President and Secretary.

Any Member of the Commission may be expelled and his or her Membership canceled, forfeited or suspended unilaterally by the Commission with a two-thirds vote of the total Membership present for a violation of the Commission's Constitution, Bylaws, Rules and Regulations or for conduct prejudicial to the interests of the Commission and its Member Associations. Any Member expelled by the Commission may appeal the decision to the Town Council.

Each Member Association shall be responsible for submitting and keeping current their respective governing body's Members' names and contact information.

### **ARTICLE IV - GOVERNANCE OF COMMISSION**

#### **Governance of Commission**

Each Member shall be entitled to one vote, and no Member shall be entitled to more than one vote, except the at-large PISD Member and the Past President are non-voting Members. Any Member may introduce anyone to speak provided he has the permission of the presiding officer at that meeting of the Commission. If a league President cannot attend a Commission meeting, his/her designee may attend, with written permission from the Member Association.

#### **Territory of the Commission**

The territory of this Commission is defined as being that part of Texas which includes:

- *Town of Prosper*
- *Prosper Independent School District*
- ~~*League Boundaries*~~

Each Member Association's boundary map reflecting the territory of the Commission shall be on file with Prosper Youth Sports Commission.

#### **Jurisdiction**

Each Member Association shall adhere to these Bylaws and shall be subject to the authority of the Commission. If the Commission is presented sufficient evidence that a Member Association is not adhering to these Bylaws, the Commission may form an *ad hoc* Ethics Committee to investigate the allegations and recommend appropriate action to the Commission. In the event of any dispute regarding the interpretation of these Bylaws, the Town Council shall have final authority regarding such interpretation.

**Fiscal Year**

The fiscal year of the Commission shall be from July 1 to June 30.

**Resignation**

Any Member may resign by giving written notice to the President and the Secretary. The resignation shall take effect at the time specified therein, or immediately if no time is specified. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. If within sixty (60) days of a resignation a Member Association delegate has not been identified to replace the resigning Commission Member, the Commission may vote to expel the Member Association from the Commission. The Commission President or Secretary shall be responsible for and give notice to all Commission Members when a Commission Member has tendered his or her resignation. No more than 10 business days from the date of receipt of a resignation, the President or Secretary shall notify Commission Members of the resignation via e-mail.

**Amendments to Bylaws**

These Bylaws may be altered, amended or repealed, or new Bylaws may be adopted, at any meeting of the Commission by a two thirds (2/3) vote of the total present Membership; provided, however, that all Members shall be given ten (10) days written notice, including a written copy of any proposed changes. Amendments to the Bylaws may be made from the floor at the Annual Meeting in ~~June~~ October without advance notice. No changes to the By-Laws become effective until approved by the Town Council.

**ARTICLE V - MEETINGS OF THE COMMISSION**

---

**Place of Meetings**

All meetings of the Commission shall be held at such place as shall be designated by the President. All meetings of the Commission will be open to the Members unless otherwise planned or requested in writing. On an annual basis, a meeting will be designated as Open to the Public (in the month of June). Upon written request, a special meeting may be called to address specific issues or needs.

**Annual Meeting**

An **Annual Meeting** of the Commission shall be held each year during ~~June~~ October, on a day to be selected by the President, at which the Commission shall elect the elected Members in accordance with Article VIII hereof, and transact such other business as may properly be brought before the meeting. A quorum is not required for this meeting so long as notices of such meetings were properly given. The order of business for such meeting shall be:

- Roll Call and Vote Accreditation
- Approval and Minutes of Last Meeting
- Communications
- Unfinished Business
- Reports of Chairman of Standing Committees
- Reports of Officers
- New Business
- Election of Officers
- Adjournment

**Special Meetings**

Special meetings of the Commission for any purpose or purposes, unless otherwise proscribed by these Bylaws, may be called by the President or by petition of the designated delegate of Member Associations in good standing. Business transacted at all special meetings shall be confined to the purpose stated in the notice of the meeting. A quorum is not required for this meeting so long as notice of such meetings was properly given.

**Commission Meetings**

The meetings of Commission shall be held on a quarterly basis ~~the first or second Monday of each month~~. A quorum of fifty percent (50%) of the Members is required. If the date or time of the meeting is changed, then notice must be given.

Once a quorum is established, all actions taking place at the meeting shall be recognized as binding, regardless of the number present at the time of a vote, provided the meeting had not been previously legally adjourned. All Members may attend these meeting.

**Emergency Actions**

The President may take emergency action on matters demanding immediate attention when it is impractical or impossible to call a meeting and may vote via an email vote. The secretary of the Commission shall report their actions to all Members in writing within three (3) days of such meeting.

**Notice of Meetings**

Written or printed notice stating the place, day and hour, of a meeting, and the purpose or purposes for which the meeting was called, shall be delivered not less than ten (10) nor more than fifty (50) days before the meetings, either personally or by email or mail, by or at the direction of the President, to each Commission Member entitled to vote at the meeting unless otherwise provided in these Bylaws. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the Commission Member at the address as it appears on the records of the Commission, with postage thereon prepaid.

**Proxy**

~~There shall be no vote by proxy for any meetings.~~

**ARTICLE VI – NOTICE**

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**Manner of Giving Notice**

Whenever, under these Bylaws, notice is required to be given to any Commission Member and no provisions are made as to how such notice shall be given, it shall be construed to mean personal notice, and shall be given in writing, by mail, postage paid, addressed to such Commission Member at the address appearing on the records of the Commission. Any notice required or permitted to be given by mail shall be deemed given at the time when the same is thus deposited in the United States mail as aforesaid. Additionally, personal notice may be given by e-mail to the e-mail address appearing on the records of the Commission.

**Waiver of Notice**

Whenever any notice is required to be given to any Commission Members, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated in such notice, shall be deemed equivalent to the giving of such notice. Attendance at a meeting shall constitute a waiver of notice of such meeting,

except where a person attends for the express purpose of objecting to the transaction of any business on the ground that the meeting is not properly called or convened.

## **ARTICLE VII - MEMBERS**

---

### **Members**

The business and affairs of the Commission shall be managed by Members. The Members shall transact all business of the Commission and shall have the power to enforce the Constitution, Bylaws, and Rules and Regulations of this Commission and Member Associations.

### **Election of the President, Vice-President and Secretary**

The President, Vice-President and Secretary shall be elected for a term of two (2) years, and may succeed themselves in office. To be eligible, the candidates must reside within the Commission jurisdiction, not be bound by any other association in conflict with these By-Laws, must have previously served at least one (1) year on the board of one of the member leagues, not currently holding a position on the board of one of the member leagues, and pass a background check within the last year. Should any such duly elected position change residence outside said jurisdiction, the Member shall be allowed to serve until the end of the term of such position.

Elections shall be held at the Annual Meeting with the candidates being elected in the following manner:

A candidate must be appointed by two-thirds of the Commission for election to one of the President, Vice-President and Secretary positions.

The elected Members will be elected or appointed as follows:

- President (~~Elected even years~~) (Elected every two years)
- Vice President (~~Elected even years~~) (Elected every two years)
- Secretary (~~Elected even years~~) (Elected every two years)

### **Appointed Members**

The appointed Members are:

- Presidents of Member Associations (Appointed annually by each association – voting Member)
- One Town At-Large Member (Appointed ~~annually from supporting organizations~~ at the discretion of Town of Prosper Director of Parks and Recreation – voting Member)
- One PISD At-Large Member (Appointed ~~annually from supporting organizations~~ at the discretion of PISD – non-voting Member)
- Immediate Past-President (ex officio Member) (Not elected-former President – non-voting Member)

### **Removal of President, Vice-President or Secretary**

Any Member shall be required to resign following vote of no confidence in his ability to remain in office. Forty percent (40%) of Members may petition for such a vote. The petition must be submitted in writing to the President and Secretary which, in turn, will review the petition within fifteen (15) days of receipt of such petition. The vote of no confidence must be passed by a two-thirds (2/3) majority of all the Members. If a Member receives a vote of no confidence, he is automatically removed from the Commission.

### **Attendance at Meetings**

A Member or delegate not attending three (3) consecutive scheduled meetings, including regular meetings, of this Commission meetings will have his/her office declared vacant unless such absences are excused by the Members. A vote of no confidence by the Members shall be taken upon the first Commission meeting following the Fourth consecutive absence. Should the vote of no confidence be approved, his/her office shall then be filled by an appointment approved by the two-thirds (2/3) of the Members until the next scheduled meeting. Member Association duly appointed designees shall count as in attendance on behalf of their Association when appointed representatives are not present at Commission meetings.

#### **Vacancies**

In the event of a vacancy, the Commission shall find a replacement candidate and present this person to the Secretary. A two-thirds (2/3) vote of the Commission Members is required for approval of the replacement candidate.

#### **Compensation**

Any Commission Members shall serve without compensation for their services. Any Commission Member may be reimbursed for expenses approved by the Members.

#### **Minutes**

The Directors shall keep regular minutes of the Commission's proceedings. The minutes shall be placed in the minute book of the Commission. Minutes shall be approved at the next Commission meeting.

#### **Grievance Involving Members**

In the event of any grievance involving such Member Association, that Member Association's delegate may discuss the issue surrounding the circumstances, but not be entitled to vote on the resolution of the grievance.

#### **Conflicts of Interest**

An elected Member can be a volunteer or official of a Member Association. It is the policy of the Commission that no Member, a Standing Committee, or any other committee or any officer or any employee of the Commission shall have any association with or interest in any business enterprise which would conflict with the proper performance of his duties or responsibilities as such or which might tend to affect his independence or judgment with respect to transactions between the Commission and any such business enterprise.

It is also the policy of the Commission that no Member of the Commission shall have, directly or indirectly, any material personal business or financial interest with, or in any business enterprise with which, the Commission does business, including, without limitation, the Member, or any person in the immediate family of the Member, holding a position with a supplier of goods and/or services to the Commission and/or Member Association, unless the material facts of the relationship or the interest in the business are disclosed to the Members and the Members authorizes the contract.

### **ARTICLE VIII – OFFICERS: Powers and Duties**

---

#### **President**

The President of the Commission shall preside at all Commission meetings. He/she shall appoint any other Committees as deemed necessary by the Commission. He/she is an ex-officio voting Member of all Committees. He/she shall not vote, but may cast the deciding vote in the event of a tie, or he/she may waive the right to do so. He/she shall submit an annual report in writing at the Annual Meeting and said report shall become part of the

minutes of such meeting. He/she is empowered to take prudent and reasonable action in cases not covered in these Bylaws, and such authority is implicit in the office.

**Vice President**

The Vice President will fulfill the role of President in the event that office becomes vacant, until a new President is selected by the Commission.

**Secretary**

He/she shall keep minutes of all Commission meetings. The Members shall approve the minutes. The Secretary shall keep all approved minutes in a book and have this book available for review by all Members. He/she shall act as the Public Relations Director for the Commission as may be required.

**Immediate Past President**

He/she shall assist the President. The Immediate Past President will be a non-voting Member.

**ARTICLE IX – DUTIES/CRITERIA OF LEAGUES**

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**Non-Profit / League Transparency Status**

Member Associations shall provide access to the most current tax filings, articles of incorporation and annual financials and demographics/residency at any time upon request from the Commission. Any and all Member Associations participant's personal information including but not limited to street address, email address and/or phone number(s) shall remain the possession of each Association submitting such information. The information provided may not be used by any other Member Association, municipality or outside agency for purposes of advertisements, political gain, or any other information which does not pertain to the association/organization providing such information.

**Composition**

Member Associations shall ensure ~~eighty percent (80%)~~ **ninety percent (90%)** or more of current participants per league are Town residents, or PISD students. ~~League or~~ Teams participating in club or select leagues will also be required to ensure that ~~eighty percent (80%)~~ **ninety percent (90%)** of participants are Town residents or PISD students.

**Administrative Functions**

Member Associations shall have the following responsibilities:

- a. Maintain adherence to Commission By-Laws
- b. Maintain 501 (c) (3) statuses
- c. Follow all league governing bodies' by-laws
- d. Organizational meetings
- e. League registrations
- f. Collecting and maintaining funds derived from registration fees or fundraising projects
- g. Drafting and communicating League schedules
- h. Contacting and scheduling officials for all League games
- i. Maintain insurance as follows: Comprehensive General, \$1,000,000 combined single limit coverage. Each Member Association shall list the Town as an additional insured.

Member Associations shall:

- a. Assure that all participants and officials conduct themselves in accordance with all Prosper ISD and Town policies, facility use agreements, Town ordinances, and state laws
- b. Maintain communications with the Commission pertaining to facility needs
- c. Schedule and use facilities according to applicable Town and PISD policies

#### **Coach Training**

Member Associations shall ensure that all coaches are properly trained for coaching per each association governing bodies and **shall maintain up-to-date background checks of all coaches and board members.** The training must include safety, sportsmanship and information on league rules.

**Commented [DD1]:** Background checks were already covered as a responsibility of the leagues, but we need to add board members as well.

#### **Code of Conduct**

Member Associations shall develop and submit a League Code of Conduct, which shall include an enforcement plan; communicate the League Code of Conduct to coaches, parents, participants, and spectators; and adopt and implement a grievance system whereby complaints and concerns will be heard and addressed by the Member Association.

#### **Non-Discrimination Policy**

Member Associations shall adopt a non-discrimination policy that ensures participation for all youth regardless of race, creed, sex, economic status, other legally protected status or athletic ability.

#### **Books and Records**

Each Member Association shall keep correct and complete books and records of accounts and shall keep minutes of all meetings of the Member Association. The books and records shall be kept by and in the possession of the Member Association and shall be made readily available to the Commission upon request. Each Member Association must submit to the Commission C.P.A. audited financial records annually. The Commission may make a recommendation to the Town to review the financial records.

#### **Team Balance**

Member Associations shall develop recreational leagues as per each league governing bodies. Member Associations must encourage team balance and fair playing time for participants (i.e., the fair playing time may be different at different levels of play).

#### **Facility Use**

The Commission will oversee and designate all Town facilities and fields to each sport as deemed on a fair usage basis at least sixty (60) days before the commencement of each season. Member Associations shall submit requests for facilities and fields to the Commission and the Commission shall endeavor that facilities and fields be assigned based on an equitable need and priority basis. All facilities and fields will be given first priority to recreational use, then competitive (e.g., club/association) within the Member Associations, and then to organizations outside of the Member Associations.

#### **ARTICLE X – New Member Associations**

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Any organization may file for application to become a Member of this Commission.

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Prosper Youth Sports Commission By-Laws

The applying organization must submit the following information at least ninety (90) days in advance to the Commission:

- Present proof of all duties / criteria stated in ARTICLE IX – DUTIES/CRITERIA OF LEAGUES;
- Evidence of a recreational league first and teach the basic skills and fundamentals of sports, play in a safe and nurturing environment, where all children will have the opportunity to play, regardless of skill level;
- Provide name of the affiliated governing body / organization;
- A plan and other documentation for how the organization will:
  - Offer league play, not just tournament play;
  - Manage registrations and payments,
  - Ensure that every child registered is given an opportunity and placed on a team; and
  - Not present competition with an existing Member Association.
- The Commission will review all applicants at the next regularly scheduled meeting. If the Commission approves by two-thirds vote, the Commission will work with the applying organization to submit a proposal to the Town Council so that the applying organization may become recognized by the Town of Prosper. If the Town Council approves the applying organization, then the applying organization will become a Member.

#### ***ARTICLE XI –Member Association Changes***

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A Member Association must provide written notice to the Commission on any changes to its rules or regulations that are covered by these By-Laws, including, without limitation, the establishment of new divisions (e.g., competitive divisions), team formation changes, and playing time requirements.

Any Member Association that desires to add an additional sport or change its governing body must submit and adhere to Article X, New Member Association, for consideration by the Commission. Upon such vote by the Commission, the requesting Member Association must abstain from the vote.

**BYLAWS OF THE  
PROSPER YOUTH SPORTS COMMISSION  
(Commission)**

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**ARTICLE XI –Member Association Changes**

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*Version Log.*

- *Version 1.0 – Town Council Approved dated XX/XX/XXXX*
- *Version 1.1 - Updates made to multiple sections to clean up wording, update the Membership organization, set criteria for new organizations, and update Member obligations.*
- *Version 1.2 – Updates made to multiple sections to clean up wording, updates to the criteria of eligibility for new officers, and updates to league composition*

These are the Bylaws of PROSPER YOUTH SPORTS COMMISSION (the “Commission”), duly adopted on \_\_\_\_\_, 2014, as revised on \_\_\_\_\_, 2016 at an organizational meeting of its Members.

**ARTICLE I - MISSION**

To establish minimum criteria and provide congruency between all youth leagues and a quality experience to every league and participant.

To govern facility use to provide safe, equitable, and enjoyable sports opportunities for all participants.

To ensure Member leagues are recreational first and teach the basic skills and fundamentals of sports, to play in a safe and nurturing environment, where all children will have the opportunity to play, regardless of skill level.

To ensure that each child has a positive, rewarding experience while participating in youth sports, and that each child will learn the importance of sportsmanship, teamwork, honor, and integrity.

To provide guidance and recommendations for any newly formed leagues wishing to gain Membership.

**ARTICLE II - OFFICES**

The principal address of the Commission in the State of Texas shall be located in the Town of Prosper, County of Collin, Texas. The Commission may have such other addresses, either within or without the State of Texas, as the Members may determine or as the affairs of the Commission may require from time to time.

**Registered Office and Agent Address**

President, Prosper Youth Sports Commission  
P.O. Box 99, Prosper, Texas 75078

### **ARTICLE III - MEMBERSHIP OF COMMISSION**

The Commission is comprised of three elected individuals as more fully described in Article VII, the Presidents from each Member Association, one PISD At-Large Member, and one town staff member, and the Commission's Past President (singularly a "Member" or collectively the "Members"). Subsequent Members may be added by application to and the approval of the Commission and who also shall adhere to the Constitution, Bylaws, and Rules and Regulations of the Commission. The Member Associations are those youth sports associations and organizations recognized by The Town of Prosper's Town Council, and upon adoption of these By-Laws consist of the Prosper Youth Sports Association, Prosper Area Soccer Organization, and the Prosper Baseball Softball Association. The elected Members are the President, Vice President and Secretary.

Any Member of the Commission may be expelled and his or her Membership canceled, forfeited or suspended unilaterally by the Commission with a two-thirds vote of the total Membership present for a violation of the Commission's Constitution, Bylaws, Rules and Regulations or for conduct prejudicial to the interests of the Commission and its Member Associations. Any Member expelled by the Commission may appeal the decision to the Town Council.

Each Member Association shall be responsible for submitting and keeping current their respective governing body's Members' names and contact information.

### **ARTICLE IV - GOVERNANCE OF COMMISSION**

#### **Governance of Commission**

Each Member shall be entitled to one vote, and no Member shall be entitled to more than one vote, except the at-large PISD Member and the Past President are non-voting Members. Any Member may introduce anyone to speak provided he has the permission of the presiding officer at that meeting of the Commission. If a league President cannot attend a Commission meeting, his/her designee may attend, with written permission from the Member Association.

#### **Territory of the Commission**

The territory of this Commission is defined as being that part of Texas which includes:

- *Town of Prosper*
- *Prosper Independent School District*

Each Member Association's boundary map reflecting the territory of the Commission shall be on file with Prosper Youth Sports Commission.

#### **Jurisdiction**

Each Member Association shall adhere to these Bylaws and shall be subject to the authority of the Commission. If the Commission is presented sufficient evidence that a Member Association is not adhering to these Bylaws, the Commission may form an *ad hoc* Ethics Committee to investigate the allegations and recommend appropriate action to the Commission. In the event of any dispute regarding the interpretation of these Bylaws, the Town Council shall have final authority regarding such interpretation.

**Fiscal Year**

The fiscal year of the Commission shall be from July 1 to June 30.

**Resignation**

Any Member may resign by giving written notice to the President and the Secretary. The resignation shall take effect at the time specified therein, or immediately if no time is specified. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. If within sixty (60) days of a resignation a Member Association delegate has not been identified to replace the resigning Commission Member, the Commission may vote to expel the Member Association from the Commission. The Commission President or Secretary shall be responsible for and give notice to all Commission Members when a Commission Member has tendered his or her resignation. No more than 10 business days from the date of receipt of a resignation, the President or Secretary shall notify Commission Members of the resignation via e-mail.

**Amendments to Bylaws**

These Bylaws may be altered, amended or repealed, or new Bylaws may be adopted, at any meeting of the Commission by a two thirds (2/3) vote of the total present Membership; provided, however, that all Members shall be given ten (10) days written notice, including a written copy of any proposed changes. Amendments to the Bylaws may be made from the floor at the Annual Meeting in October without advance notice. No changes to the By-Laws become effective until approved by the Town Council.

**ARTICLE V - MEETINGS OF THE COMMISSION**

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**Place of Meetings**

All meetings of the Commission shall be held at such place as shall be designated by the President. All meetings of the Commission will be open to the Members unless otherwise planned or requested in writing. On an annual basis, a meeting will be designated as Open to the Public (in the month of June). Upon written request, a special meeting may be called to address specific issues or needs.

**Annual Meeting**

An Annual Meeting of the Commission shall be held each year during October, on a day to be selected by the President, at which the Commission shall elect the elected Members in accordance with Article VIII hereof, and transact such other business as may properly be brought before the meeting. A quorum is not required for this meeting so long as notices of such meetings were properly given. The order of business for such meeting shall be:

- Roll Call and Vote Accreditation
- Approval and Minutes of Last Meeting
- Communications
- Unfinished Business
- Reports of Chairman of Standing Committees
- Reports of Officers
- New Business
- Election of Officers
- Adjournment

**Special Meetings**

Special meetings of the Commission for any purpose or purposes, unless otherwise proscribed by these Bylaws, may be called by the President or by petition of the designated delegate of Member Associations in good standing. Business transacted at all special meetings shall be confined to the purpose stated in the notice of the meeting. A quorum is not required for this meeting so long as notice of such meetings was properly given.

**Commission Meetings**

The meetings of Commission shall be held on a quarterly basis. A quorum of fifty percent (50%) of the Members is required. If the date or time of the meeting is changed, then notice must be given.

Once a quorum is established, all actions taking place at the meeting shall be recognized as binding, regardless of the number present at the time of a vote, provided the meeting had not been previously legally adjourned. All Members may attend these meeting.

**Emergency Actions**

The President may take emergency action on matters demanding immediate attention when it is impractical or impossible to call a meeting and may vote via an email vote. The secretary of the Commission shall report their actions to all Members in writing within three (3) days of such meeting.

**Notice of Meetings**

Written or printed notice stating the place, day and hour, of a meeting, and the purpose or purposes for which the meeting was called, shall be delivered not less than ten (10) nor more than fifty (50) days before the meetings, either personally or by email or mail, by or at the direction of the President, to each Commission Member entitled to vote at the meeting unless otherwise provided in these Bylaws. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the Commission Member at the address as it appears on the records of the Commission, with postage thereon prepaid.

**ARTICLE VI – NOTICE**

---

**Manner of Giving Notice**

Whenever, under these Bylaws, notice is required to be given to any Commission Member and no provisions are made as to how such notice shall be given, it shall be construed to mean personal notice, and shall be given in writing, by mail, postage paid, addressed to such Commission Member at the address appearing on the records of the Commission. Any notice required or permitted to be given by mail shall be deemed given at the time when the same is thus deposited in the United States mail as aforesaid. Additionally, personal notice may be given by e-mail to the e-mail address appearing on the records of the Commission.

**Waiver of Notice**

Whenever any notice is required to be given to any Commission Members, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated in such notice, shall be deemed equivalent to the giving of such notice. Attendance at a meeting shall constitute a waiver of notice of such meeting, except where a person attends for the express purpose of objecting to the transaction of any business on the ground that the meeting is not properly called or convened.

**Members**

The business and affairs of the Commission shall be managed by Members. The Members shall transact all business of the Commission and shall have the power to enforce the Constitution, Bylaws, and Rules and Regulations of this Commission and Member Associations.

**Election of the President, Vice-President and Secretary**

The President, Vice-President and Secretary shall be elected for a term of two (2) years, and may succeed themselves in office. To be eligible, the candidates must reside within the Commission jurisdiction, not be bound by any other association in conflict with these By-Laws, must have previously served at least one (1) year on the board of one of the member leagues, not currently holding a position on the board of one of the member leagues, and pass a background check within the last year. Should any such duly elected position change residence outside said jurisdiction, the Member shall be allowed to serve until the end of the term of such position.

Elections shall be held at the Annual Meeting with the candidates being elected in the following manner:

A candidate must be appointed by two-thirds of the Commission for election to one of the President, Vice-President and Secretary positions.

The elected Members will be elected or appointed as follows:

- President (Elected every two years)
- Vice President (Elected every two years)
- Secretary (Elected every two years)

**Appointed Members**

The appointed Members are:

- Presidents of Member Associations (Appointed annually by each association – voting Member)
- One Town At-Large Member (Appointed at the discretion of Town of Prosper Director of Parks and Recreation – voting Member)
- One PISD At-Large Member (Appointed at the discretion of PISD – non-voting Member)
- Immediate Past-President (ex officio Member) (Not elected-former President – non-voting Member)

**Removal of President, Vice-President or Secretary**

Any Member shall be required to resign following vote of no confidence in his ability to remain in office. Forty percent (40%) of Members may petition for such a vote. The petition must be submitted in writing to the President and Secretary which, in turn, will review the petition within fifteen (15) days of receipt of such petition. The vote of no confidence must be passed by a two-thirds (2/3) majority of all the Members. If a Member receives a vote of no confidence, he is automatically removed from the Commission.

**Attendance at Meetings**

A Member or delegate not attending three (3) consecutive scheduled meetings, including regular meetings, of this Commission meetings will have his/her office declared vacant unless such absences are excused by the Members. A vote of no confidence by the Members shall be taken upon the first Commission meeting following the Fourth consecutive absence. Should the vote of no confidence be approved, his/her office shall then be filled by an appointment approved by the two-thirds (2/3) of the Members until the next scheduled meeting. Member

Association duly appointed designees shall count as in attendance on behalf of their Association when ap representatives are not present at Commission meetings.

### **Vacancies**

In the event of a vacancy, the Commission shall find a replacement candidate and present this person to the Secretary. A two-thirds (2/3) vote of the Commission Members is required for approval of the replacement candidate.

### **Compensation**

Any Commission Members shall serve without compensation for their services. Any Commission Member may be reimbursed for expenses approved by the Members.

### **Minutes**

The Directors shall keep regular minutes of the Commission's proceedings. The minutes shall be placed in the minute book of the Commission. Minutes shall be approved at the next Commission meeting.

### **Grievance Involving Members**

In the event of any grievance involving such Member Association, that Member Association's delegate may discuss the issue surrounding the circumstances, but not be entitled to vote on the resolution of the grievance.

### **Conflicts of Interest**

An elected Member can be a volunteer or official of a Member Association. It is the policy of the Commission that no Member, a Standing Committee, or any other committee or any officer or any employee of the Commission shall have any association with or interest in any business enterprise which would conflict with the proper performance of his duties or responsibilities as such or which might tend to affect his independence or judgment with respect to transactions between the Commission and any such business enterprise.

It is also the policy of the Commission that no Member of the Commission shall have, directly or indirectly, any material personal business or financial interest with, or in any business enterprise with which, the Commission does business, including, without limitation, the Member, or any person in the immediate family of the Member, holding a position with a supplier of goods and/or services to the Commission and/or Member Association, unless the material facts of the relationship or the interest in the business are disclosed to the Members and the Members authorizes the contract.

## **ARTICLE VIII – OFFICERS: Powers and Duties**

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### **President**

The President of the Commission shall preside at all Commission meetings. He/she shall appoint any other Committees as deemed necessary by the Commission. He/she is an ex-officio voting Member of all Committees. He/she shall not vote, but may cast the deciding vote in the event of a tie, or he/she may waive the right to do so. He/she shall submit an annual report in writing at the Annual Meeting and said report shall become part of the minutes of such meeting. He/she is empowered to take prudent and reasonable action in cases not covered in these Bylaws, and such authority is implicit in the office.

### **Vice President**

The Vice President will fulfill the role of President in the event that office becomes vacant, until a new President is selected by the Commission.

**Secretary**

He/she shall keep minutes of all Commission meetings. The Members shall approve the minutes. The Secretary shall keep all approved minutes in a book and have this book available for review by all Members. He/she shall act as the Public Relations Director for the Commission as may be required.

**Immediate Past President**

He/she shall assist the President. The Immediate Past President will be a non-voting Member.

**ARTICLE IX – DUTIES/CRITERIA OF LEAGUES**

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**Non-Profit / League Transparency Status**

Member Associations shall provide access to the most current tax filings, articles of incorporation and annual financials and demographics/residency at any time upon request from the Commission. Any and all Member Associations participant's personal information including but not limited to street address, email address and/or phone number(s) shall remain the possession of each Association submitting such information. The information provided may not be used by any other Member Association, municipality or outside agency for purposes of advertisements, political gain, or any other information which does not pertain to the association/organization providing such information.

**Composition**

Member Associations shall ensure ninety percent (90%) or more of current participants per league are Town residents, or PISD students. Teams participating in club or select leagues will also be required to ensure that ninety percent (90%) of participants are Town residents or PISD students.

**Administrative Functions**

Member Associations shall have the following responsibilities:

- a. Maintain adherence to Commission By-Laws
- b. Maintain 501 (c) (3) statuses
- c. Follow all league governing bodies' by-laws
- d. Organizational meetings
- e. League registrations
- f. Collecting and maintaining funds derived from registration fees or fundraising projects
- g. Drafting and communicating League schedules
- h. Contacting and scheduling officials for all League games
- i. Maintain insurance as follows: Comprehensive General, \$1,000,000 combined single limit coverage. Each Member Association shall list the Town as an additional insured.

Member Associations shall:

- a. Assure that all participants and officials conduct themselves in accordance with all Prosper ISD and Town policies, facility use agreements, Town ordinances, and state laws
- b. Maintain communications with the Commission pertaining to facility needs
- c. Schedule and use facilities according to applicable Town and PISD policies

**Coach Training**

Member Associations shall ensure that all coaches are properly trained for coaching per each association governing bodies and shall maintain up-to-date background checks of all coaches and board members. The training must include safety, sportsmanship and information on league rules.

**Code of Conduct**

Member Associations shall develop and submit a League Code of Conduct, which shall include an enforcement plan; communicate the League Code of Conduct to coaches, parents, participants, and spectators; and adopt and implement a grievance system whereby complaints and concerns will be heard and addressed by the Member Association.

**Non-Discrimination Policy**

Member Associations shall adopt a non-discrimination policy that ensures participation for all youth regardless of race, creed, sex, economic status, other legally protected status or athletic ability.

**Books and Records**

Each Member Association shall keep correct and complete books and records of accounts and shall keep minutes of all meetings of the Member Association. The books and records shall be kept by and in the possession of the Member Association and shall be made readily available to the Commission upon request. Each Member Association must submit to the Commission C.P.A. audited financial records annually. The Commission may make a recommendation to the Town to review the financial records.

**Team Balance**

Member Associations shall develop recreational leagues as per each league governing bodies. Member Associations must encourage team balance and fair playing time for participants (i.e., the fair playing time may be different at different levels of play).

**Facility Use**

The Commission will oversee and designate all Town facilities and fields to each sport as deemed on a fair usage basis at least sixty (60) days before the commencement of each season. Member Associations shall submit requests for facilities and fields to the Commission and the Commission shall endeavor that facilities and fields be assigned based on an equitable need and priority basis. All facilities and fields will be given first priority to recreational use, then competitive (e.g., club/association) within the Member Associations, and then to organizations outside of the Member Associations.

## ***ARTICLE X – New Member Associations***

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Any organization may file for application to become a Member of this Commission.

The applying organization must submit the following information at least ninety (90) days in advance to the Commission:

- Present proof of all duties / criteria stated in ARTICLE IX – DUTIES/CRITERIA OF LEAGUES;
- Evidence of a recreational league first and teach the basic skills and fundamentals of sports, play in a safe and nurturing environment, where all children will have the opportunity to play, regardless of skill level;
- Provide name of the affiliated governing body / organization;
- A plan and other documentation for how the organization will:
  - Offer league play, not just tournament play;
  - Manage registrations and payments,
  - Ensure that every child registered is given an opportunity and placed on a team; and
  - Not present competition with an existing Member Association.
- The Commission will review all applicants at the next regularly scheduled meeting. If the Commission approves by two-thirds vote, the Commission will work with the applying organization to submit a proposal to the Town Council so that the applying organization may become recognized by the Town of Prosper. If the Town Council approves the applying organization, then the applying organization will become a Member.

## ***ARTICLE XI –Member Association Changes***

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A Member Association must provide written notice to the Commission on any changes to its rules or regulations that are covered by these By-Laws, including, without limitation, the establishment of new divisions (e.g., competitive divisions), team formation changes, and playing time requirements.

Any Member Association that desires to add an additional sport or change its governing body must submit and adhere to Article X, New Member Association, for consideration by the Commission. Upon such vote by the Commission, the requesting Member Association must abstain from the vote.



*Prosper is a place where everyone matters.*

## PLANNING

**To:** Mayor and Town Council

**From:** David Soto, Planning Manager

**Through:** Ron Patterson, Interim Town Manager  
Hulon T. Webb, Jr., Interim Executive Director of Development and Infrastructure Services

**Re:** Notice of appeals  
Town Council Meeting – September 13, 2022

### **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 Plans and Preliminary Site Plans, including Lighthouse Church, First Baptist Church, and PISD Bryant Elementary School.

### **Description of Agenda Item:**

Attached are the site plans and preliminary site plans that were acted on by the Planning & Zoning Commission at their August 16, 2022 meeting. Per the 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.

### **Planning & Zoning Recommendations:**

At their August 16, 2022, meeting, the Planning & Zoning Commission approved the following items:

1. Lighthouse Church Preliminary Site Plan (Approved)
2. First Baptist Church Site Plan (Approved)
3. PISD Bryant Elementary School Site Plan (Approved)

### **Budget Impact:**

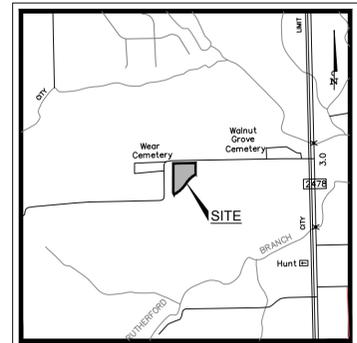
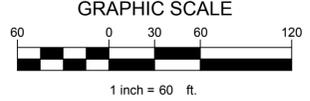
This item has no Budgetary impact affiliated with this item.

### **Attachments:**

1. Lighthouse Church Preliminary Site Plan
2. First Baptist Church Site Plan
3. PISD Bryant Elementary School Site Plan

**Town Staff Recommendation:**

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



VICINITY MAP  
 N.T.S.

**PRELIMINARY**  
 FOR REVIEW ONLY  
 Not for construction purposes.  
**CLAYMOORE ENGINEERING**  
 ENGINEERING AND PLANNING  
 CONSULTANTS  
 Engineer: DREW DONOSKY  
 P.E. No. 125651, Date: 8/10/2022

**LIGHTHOUSE CHURCH  
 PROSPER, TX.**

**FLOODPLAIN NOTE**  
 ACCORDING TO MAP NO. 48085C0255J, DATED 06/02/2009 OF THE NATIONAL FLOOD INSURANCE PROGRAM MAP, FLOOD INSURANCE RATE MAP OF COLLIN COUNTY, TEXAS, FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, THIS PROPERTY IS WITHIN NON-SHADED ZONE "X", (AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN). IF THIS SITE IS NOT WITHIN AN IDENTIFIED SPECIAL FLOOD HAZARD AREA, THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES 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.

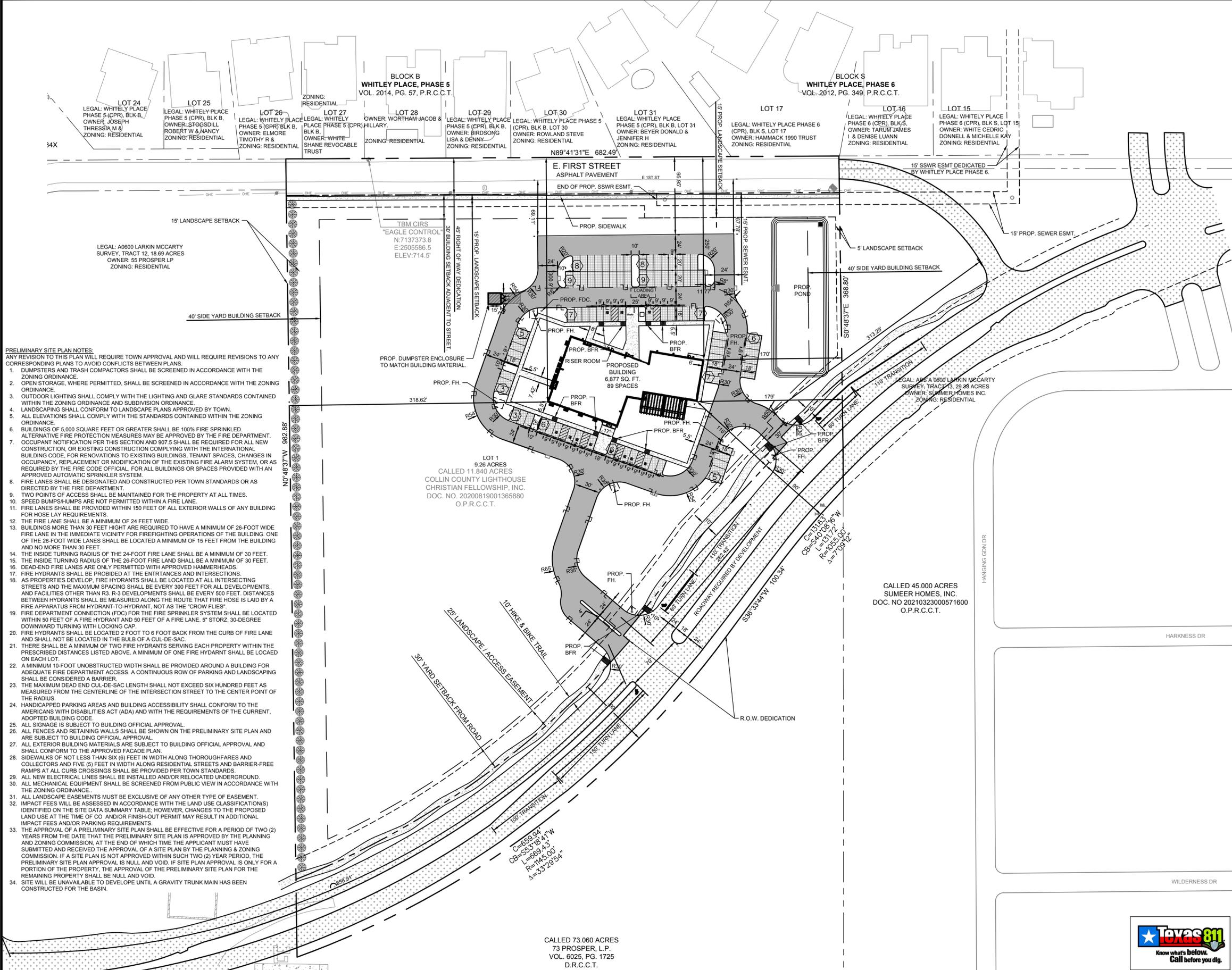
**LEGEND**

	STANDARD DUTY CONCRETE PAVEMENT
	HEAVY DUTY CONCRETE PAVEMENT
	FIRST STREET PAVEMENT BY OTHERS
	DUMPSTER AREA CONCRETE PAVEMENT
	SIDEWALK CONCRETE PAVEMENT
	PROPOSED CONCRETE CURB AND GUTTER
	PARKING COUNT
	FULL-DEPTH SAWCUT
	PROPOSED FIRE LANE STRIPPING

CASE #: D22-0059	
ZONING DESCRIPTION: PD-90	
OWNER: COLLIN COUNTY LIGHTHOUSE CHRISTIAN FELLOWSHIP, INC. 4300 E. 1ST ST. PROSPER, TX 75078 PH: 972.562.2500 JHOOK@LIGHTHOUSENTX.COM CONTACT NAME: JEFF HOOK	
APPLICANT: CLAYMOORE ENGINEERING, INC. 301 S. COLEMAN ST. PROSPER, TX 75078 PH: 817.281.0572 CONTACT NAME: MATT MOORE	
SURVEYOR: EAGLE SURVEYING, LLC 210 S. ELM ST. SUITE #104 DENTON, TX 76201 PH: 940.222.3009 CONTACT NAME: TYLER RANK	
LEGAL DESCRIPTION: ABS A0600 LARKIN MCCARTY SURVEY, TRACT 59, 11.84 ACRES	
CITY: PROSPER	STATE: TEXAS
COUNTY: COLLIN	ABSTRACT NO. 600

**PRELIMINARY SITE PLAN**

DESIGN:	ASD
DRAWN:	SD
CHECKED:	ASD
DATE:	8/10/2022
SHEET	SP-1
File No.	Page 238



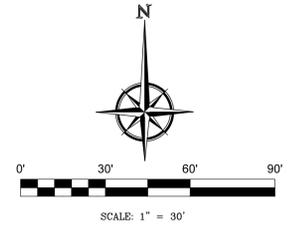
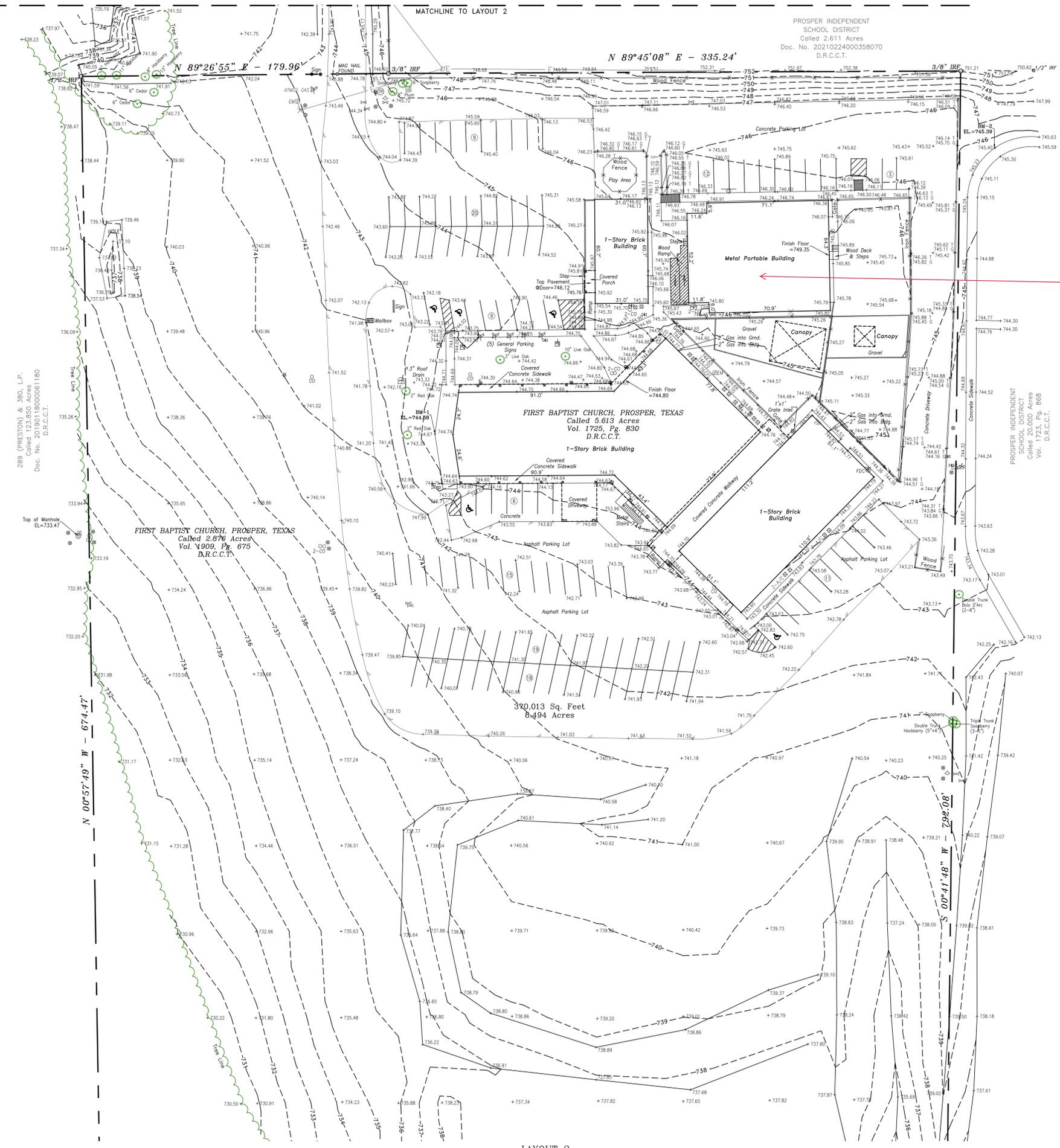
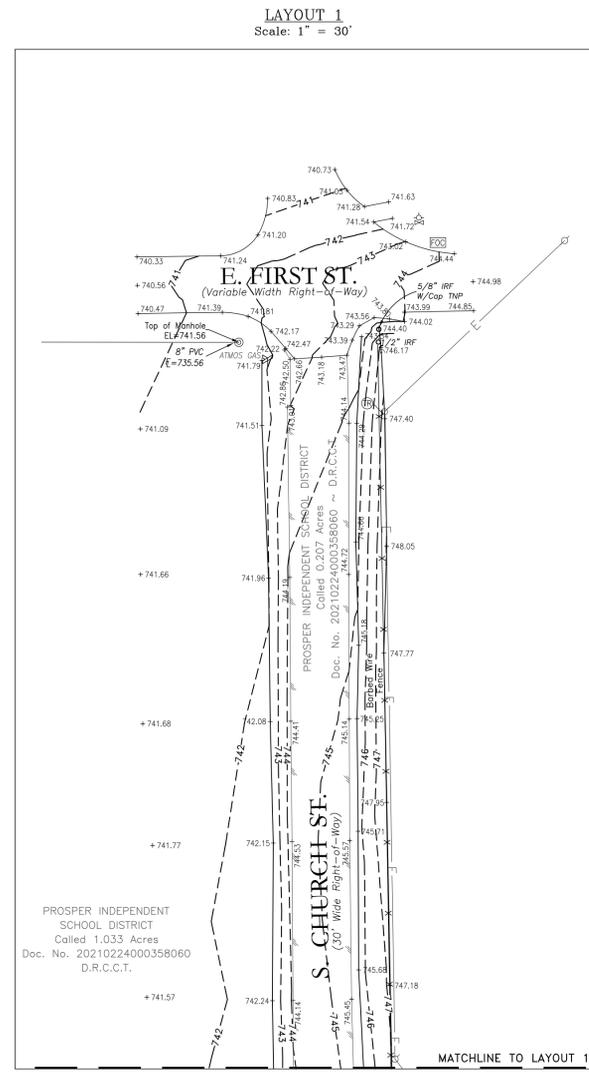
- PRELIMINARY SITE PLAN NOTES:**  
 ANY REVISION TO THIS PLAN WILL REQUIRE TOWN APPROVAL AND WILL REQUIRE REVISIONS TO ANY CORRESPONDING PLANS TO AVOID CONFLICTS BETWEEN PLANS.
- DUMPSTERS AND TRASH COMPACTORS SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
  - OPEN STORAGE, WHERE PERMITTED, 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 PLAN APPROVED BY 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.
  - OCCUPANT NOTIFICATION PER THIS SECTION AND 907.5 SHALL BE REQUIRED FOR ALL NEW CONSTRUCTION, OR EXISTING CONSTRUCTION COMPLYING WITH THE INTERNATIONAL BUILDING CODE, FOR RENOVATIONS TO EXISTING BUILDINGS, TENANT SPACES, CHANGES IN OCCUPANCY, REPLACEMENT OR MODIFICATION OF THE EXISTING FIRE ALARM SYSTEM, OR AS REQUIRED BY THE FIRE CODE OFFICIAL, FOR ALL BUILDINGS OR SPACES PROVIDED WITH AN APPROVED AUTOMATIC SPRINKLER SYSTEM.
  - FIRE LANES SHALL BE DESIGNATED 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.
  - FIRE LANES SHALL BE PROVIDED WITHIN 150 FEET OF ALL EXTERIOR WALLS OF ANY BUILDING FOR HOSE LAY REQUIREMENTS.
  - THE FIRE LANE SHALL BE A MINIMUM OF 24 FEET WIDE.
  - BUILDINGS MORE THAN 30 FEET TIGHT ARE REQUIRED TO HAVE A MINIMUM OF 26-FOOT WIDE FIRE LANE IN THE IMMEDIATE VICINITY FOR FIREFIGHTING OPERATIONS OF THE BUILDING. ONE OF THE 26-FOOT WIDE LANES SHALL BE LOCATED A MINIMUM OF 15 FEET FROM THE BUILDING AND NO MORE THAN 30 FEET.
  - THE INSIDE TURNING RADIUS OF THE 24-FOOT FIRE LANE SHALL BE A MINIMUM OF 30 FEET. THE INSIDE TURNING RADIUS OF THE 26-FOOT FIRE LANE SHALL BE A MINIMUM OF 30 FEET.
  - DEAD-END FIRE LANES ARE ONLY PERMITTED WITH APPROVED HAMMERHEADS.
  - FIRE HYDRANTS SHALL BE PROVIDED AT THE ENTRANCES AND INTERSECTIONS.
  - AS PROPERTIES DEVELOP, FIRE HYDRANTS SHALL BE LOCATED AT ALL INTERSECTING STREETS AND THE MAXIMUM SPACING SHALL BE EVERY 300 FEET FOR ALL DEVELOPMENTS, AND FACILITIES OTHER THAN R-3. R-3 DEVELOPMENTS SHALL BE EVERY 500 FEET. DISTANCES BETWEEN HYDRANTS SHALL BE MEASURED ALONG THE ROUTE THAT FIRE HOSE IS LAID BY A FIRE APPARATUS FROM HYDRANT-TO-HYDRANT, NOT AS THE "CROW FLEES".
  - FIRE DEPARTMENT CONNECTION (FDC) FOR THE FIRE SPRINKLER SYSTEM SHALL BE LOCATED WITHIN 50 FEET OF A FIRE HYDRANT AND 50 FEET OF A FIRE LANE. 5" STORZ, 30-DEGREE DOWNWARD TURNING WITH LOCKING CAP.
  - FIRE HYDRANTS SHALL BE LOCATED 2 FOOT TO 6 FOOT BACK FROM THE CURB OF FIRE LANE AND SHALL NOT BE LOCATED IN THE BULB OF A CUL-DE-SAC.
  - THERE SHALL BE A MINIMUM OF TWO FIRE HYDRANTS SERVING EACH PROPERTY WITHIN THE PRESCRIBED DISTANCES LISTED ABOVE. A MINIMUM OF ONE FIRE HYDRANT SHALL BE LOCATED ON EACH LOT.
  - A MINIMUM 10-FOOT UNOBSTRUCTED WIDTH SHALL BE PROVIDED AROUND A BUILDING FOR ADEQUATE FIRE DEPARTMENT ACCESS. A CONTINUOUS ROW OF PARKING AND LANDSCAPING SHALL BE CONSIDERED A BARRIER.
  - THE MAXIMUM DEAD END CUL-DE-SAC LENGTH SHALL NOT EXCEED SIX HUNDRED FEET AS MEASURED FROM THE CENTERLINE OF THE INTERSECTION STREET TO THE CENTER POINT OF THE RADIUS.
  - 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.
  - ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL.
  - ALL FENCES AND RETAINING WALLS SHALL BE SHOWN ON THE PRELIMINARY 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.
  - 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 LANDSCAPE EASEMENTS MUST BE EXCLUSIVE OF ANY OTHER TYPE OF EASEMENT.
  - IMPACT FEES WILL BE ASSESSED IN ACCORDANCE WITH THE LAND USE CLASSIFICATION(S) IDENTIFIED ON THE SITE DATA SUMMARY TABLE; HOWEVER, CHANGES TO THE PROPOSED LAND USE AT THE TIME OF CO AND/OR FINISH-OUT PERMIT MAY RESULT IN ADDITIONAL IMPACT FEES AND/OR PARKING REQUIREMENTS.
  - THE APPROVAL OF A PRELIMINARY SITE PLAN SHALL BE EFFECTIVE FOR A PERIOD OF TWO (2) YEARS FROM THE DATE THAT THE PRELIMINARY SITE PLAN IS APPROVED BY THE PLANNING AND ZONING COMMISSION. AT THE END OF WHICH TIME THE APPLICANT MUST HAVE SUBMITTED AND RECEIVED THE APPROVAL OF A SITE PLAN BY THE PLANNING & ZONING COMMISSION. IF A SITE PLAN IS NOT APPROVED WITHIN SUCH TWO (2) YEAR PERIOD, THE PRELIMINARY SITE PLAN APPROVAL IS NULL AND VOID. IF SITE PLAN APPROVAL IS ONLY FOR A PORTION OF THE PROPERTY, THE APPROVAL OF THE PRELIMINARY SITE PLAN FOR THE REMAINING PROPERTY SHALL BE NULL AND VOID.
  - SITE WILL BE UNAVAILABLE TO DEVELOPE UNTIL A GRAVITY TRUNK MAIN HAS BEEN CONSTRUCTED FOR THE BASIN.

**SITE DATA SUMMARY**

LOT	ZONING	PROPOSED USE	LOT SIZE (ACRES)	LOT SIZE (SQ. FT.)	BLDG. AREA (SQ. FT.)	BLDG. HGT. (FT)	# OF STORIES	LOT COVERAGE				PARKING		HANDICAP SP.		TOTAL IMPERVIOUS		TOTAL PERVIOUS		
								REQ.	PROV.	FLR AREA RATIO	REQ. RATIO	TOTAL REQ.	TOTAL PROV.	REQ.	PROV.	(SQ FT)	(%)	(SQ FT)	(%)	
PROPOSED LOT 1	PD-90	CHURCH	9.26	403,290	6,877	24'-6"	1	50% MAX	1.7%	0.5:1 MAX	0.02	CHURCH (1 PER 3 SEATS) 189 SEATS	63	89	4	11	79,944	20%	323,346	80%

PLOTTED BY: DREW DONOSKY  
 PLOT DATE: 8/10/2022 4:38 PM  
 LOCATION: Z:\PROJECTS\PROJECTS\2022-130 LIGHTHOUSE CHURCH PROSPER\CADD\SHEETS\PS\DWG  
 LAST SAVED: 8/4/2022 2:00 PM





**EXISTING TEMPORARY BUILDINGS**

**CITY BENCHMARK USED FOR CONTROL**

MON-3 = Celina Monument #3 is a bronze disk set in concrete on the same property as the City of Celina Wilson Creek Lift Station, 440± west of the intersection of Frontier Parkway and Pebble Creek Drive, 20± southeast of the southeast corner of an 8' screening wall column, 46± northeast of a gate keypad, 45± northwest of a power pole.  
Elev.=676.10

**SITE BENCHMARKS**

BM-1 = "X" on west edge of concrete sidewalk, 10.5± west of the west center wall of the main church building.  
Elev.=744.68

BM-2 = "X" on north edge of concrete sidewalk in the middle of a curve on the east adjoining property, 49± south of the northeast corner of the subject property.  
Elev.=745.39

**FLOOD ZONE NOTE:**

This Surveyor has reviewed Flood Insurance Rate Map No. 48085C0235J (effective date June 2, 2009) published by the Federal Emergency Management Administration for Collin County, Texas and based upon said scaled map and graphic plotting, such review revealed that the subject parcel lies within "ZONE X" (Un-Shaded) and is outside of the 100 Year Flood Plain and is determined to be outside the 0.2% annual chance floodplain.

**NOTE:**

THIS IS NOT A BOUNDARY SURVEY AND SHOULD NOT BE USED FOR THE CONVEYANCE OF PROPERTY. THIS TOPOGRAPHIC SURVEY WAS PREPARED FOR CROSS ENGINEERING CONSULTANTS, INC. FOR THE DESIGN PURPOSES ONLY. THE BOUNDARY SHOWN HEREON WAS PLOTTED FROM THE CURRENT DEED AND PLACED UPON CORNER MONUMENTS FOUND ON THE GROUND DURING THE TIME OF THE SURVEY.



**TOPOGRAPHIC SURVEY**

**FIRST BAPTIST CHURCH, PROSPER, TEXAS**  
**8.49 ACRES**  
situated in the  
Collin County School Land Survey, Abstract No. 147  
City of Prosper, Collin County, Texas

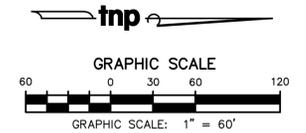
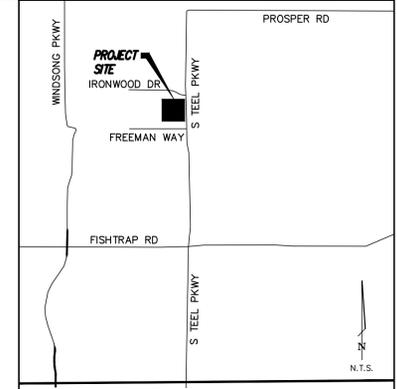
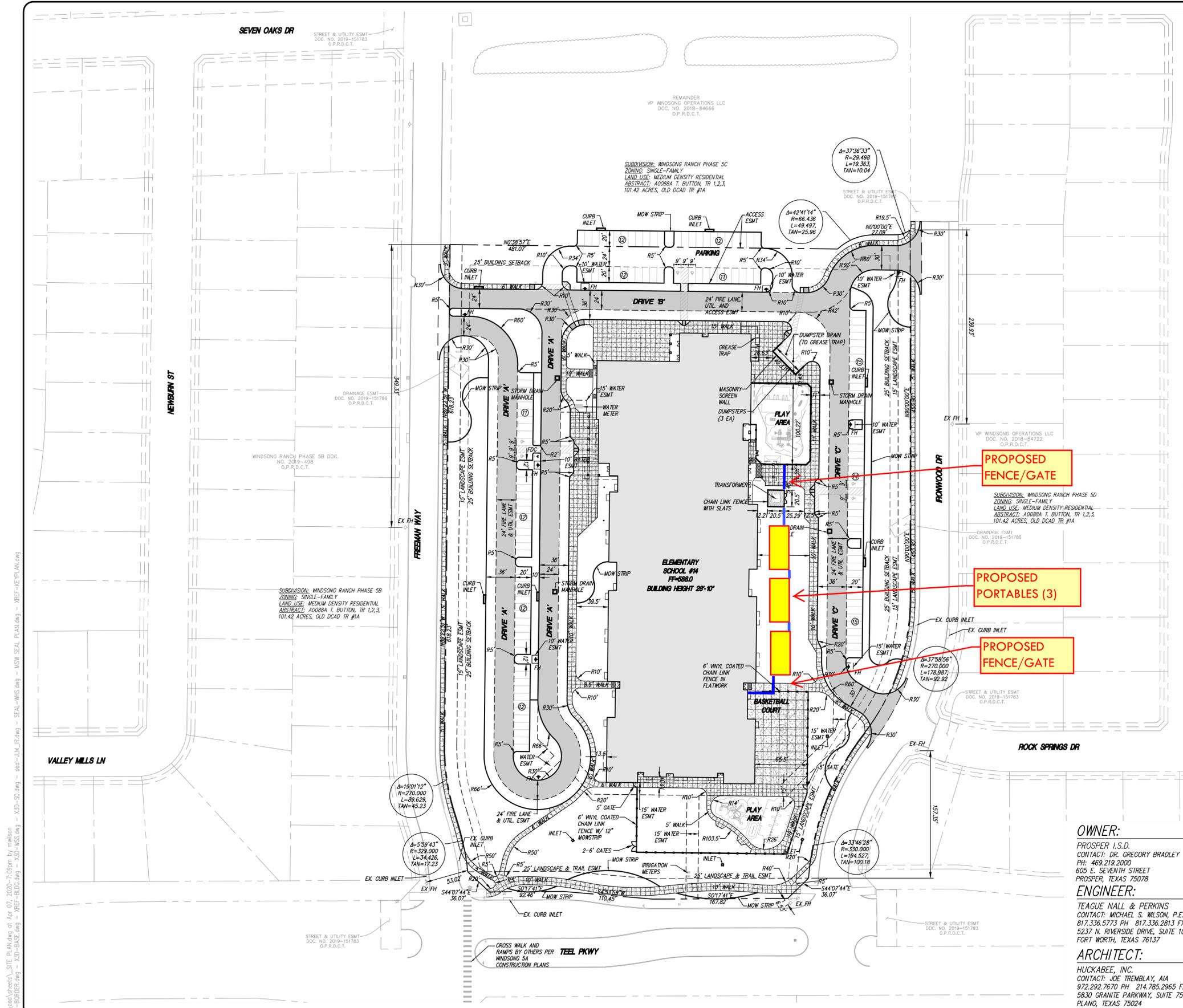
**LEGEND**

- FDC ◊ FIRE DEPARTMENT CONNECTION
  - FIRE HYDRANT
  - ◻ WATER VALVE
  - △ WATER METER
  - ⊕ POWER POLE
  - ⊙ GUY ANCHOR
  - × LIGHT STANDARD
  - ⊞ ELECTRIC BOX/METER (EM)
  - EP= ELECTRIC PANEL
  - ⊞ AIR CONDITIONING UNIT
  - ⊞ GAS METER
  - ⊙ SANITARY SEWER MANHOLE
  - SEWER CLEAN OUT
  - ⊙ TELEPHONE RISER
  - ATMOS ⊙ UTILITY MARKER
  - ⊞ FIBER OPTIC CABLE BOX
  - ⊙ BUILDING COLUMN
  - ⊙ GUARD BOLLARD
  - ⊞ 9"x9" GRATE INLET
  - ⊞ BASKETBALL GOAL
  - ▬ CONCRETE WALL
  - ⊞ SIGN
  - 20' Hockberry
  - TREE TYPE & SIZE
- BOUNDARY LINE  
--- ADJOINER BOUNDARY LINE  
--- OVERHEAD POWER LINE  
--- Ex-8"SS SANITARY SEWER LINE  
--- GAS GAS GAS  
--- ASPHALT PAVEMENT

**RINGLEY & ASSOCIATES, INC.**  
SURVEYING • MAPPING • PLANNING  
Texas Firm Registration No. 10061300  
701 S. Tennessee, McKinney, Texas 75069  
(972) 542-1266

Drawn by	Date	Scale	Job	Title	S
Mark Shank	03/16/22	1" = 30'	2022-017	2022-017-T.DWG	1

Page 239



**LEGEND**

- FIRE LANE & UTILITY EASEMENT
- FLATWORK
- FIRE HYDRANT
- PARKING COUNT

- 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.
- 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 CONFORM TO THE 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 LANDSCAPE EASEMENTS MUST BE EXCLUSIVE OF ANY OTHER TYPE OF EASEMENT.
  - THE APPROVAL OF A SITE PLAN SHALL BE EFFECTIVE FOR A PERIOD OF SEVENTEEN (17) MONTHS FROM THE DATE OF APPROVAL BY THE PLANNING & ZONING COMMISSION. AT THE END OF WHICH TIME THE APPLICANT MUST HAVE SUBMITTED AND RECEIVED APPROVAL OF ENGINEERING PLANS AND BUILDING PERMITS. IF THE ENGINEERING PLANS AND BUILDING PERMITS ARE NOT APPROVED, THE SITE PLAN APPROVAL, TOGETHER WITH ANY PRELIMINARY SITE PLAN FOR THE PROPERTY, IS NULL AND VOID.

**SITE DATA SUMMARY**

EXISTING ZONING:	SF PD 14
PROPOSED USE:	ELEMENTARY SCHOOL
GROSS LOT AREA:	9.988 ACRES (435,085 SF)
NET LOT AREA:	9.988 ACRES (435,085 SF)
BUILDING AREA:	95,904 SF
HEIGHT:	28' 10" - ONE STORY
LOT COVERAGE RATIO:	22.0%
FLOOR AREA RATIO:	22.0%
TOTAL IMPERVIOUS AREA:	320,184 SF (7.35 AC)
REQUIRED PARKING: (1.5 SPACES PER CLASSROOM)	69 SPACES
46 CLASSROOMS X 1.5 SPACES	
TOTAL PROVIDED PARKING:	134 SPACES
REQUIRED HANDICAP SPACES:	5 SPACES
STANDARD SPACES: (9'x20')	128 SPACES
HANDICAP SPACES:	6 SPACES
OPEN SPACE REQUIRED (%):	10% (44,973 SF)
OPEN SPACE PROVIDED (%):	30% (129,093 SF)

**BUILDING AREA SUMMARY**

BUILDING AREA:	
ELEMENTARY SCHOOL:	95,904 SF
TOTAL BUILDING AREA:	95,904 SF

**FEMA NOTE**

BASED ON THE FEMA FLOOD MAP SERVICE CENTER, THE SUBJECT TRACT OF LAND SHOWN HEREON LIES WITHIN ZONE "X" UNSHADED, DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE OF FLOODPLAIN" AS IDENTIFIED BY THE CURRENT FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, MAP NO. 48121C0430Q, EFFECTIVE DATE OF APRIL 11, 2011, FOR DENTON COUNTY, TEXAS AND INCORPORATED AREAS.

**WATER METER TABLE**

LOCATION	TYPE	SIZE	NUMBER
BUILDING	DOM	4"	1
LANDSCAPE	IRRIGATION	2"	2

**OWNER:**  
PROSPER I.S.D.  
CONTACT: DR. GREGORY BRADLEY  
PH: 469.219.2000  
605 E. SEVENTH STREET  
PROSPER, TEXAS 75078

**ENGINEER:**  
TEAGUE NALL & PERKINS  
CONTACT: MICHAEL S. WILSON, P.E.  
817.336.5773 PH 817.336.2813 FX  
5237 N. RIVERSIDE DRIVE, SUITE 100  
FORT WORTH, TEXAS 76137

**ARCHITECT:**  
HUCKABEE, INC.  
CONTACT: JOE TREMBLAY, AIA  
972.292.7670 PH 214.785.2965 FX  
5830 GRANITE PARKWAY, SUITE 750  
PLANO, TEXAS 75024

**SURVEYOR:**  
TEAGUE NALL & PERKINS  
CONTACT: BRIAN J. MADDOX II  
214.461.9867 PH 214.461.9864 FX  
825 WATERS CREEK BLVD SUITE M300  
ALLEN, TEXAS 75013

**LANDSCAPE ARCHITECT:**  
TEAGUE NALL & PERKINS  
CONTACT: WILLIAM H. SMITH, R.L.A.  
817.336.5773 PH 817.336.2813 FX  
5237 N. RIVERSIDE DRIVE, SUITE 100  
FORT WORTH, TEXAS 76137

**SITE PLAN FOR  
PROSPER ELEMENTARY SCHOOL  
No. 14  
BLOCK A, LOT 1  
TOWN OF PROSPER, DENTON  
COUNTY, TEXAS**

**DATE PREPARED: APRIL 2020  
TOWN CASE # D20-0034**

no.	revision	by	date

**teague nall and perkins, inc**  
5237 N. Riverside Drive, Suite 100  
Fort Worth, Texas 76137  
817.336.5773 ph 817.336.2813 fx  
www.tnppinc.com  
TBPELS: ENGR F-230; SURV 10011600, 10011601, 10194381  
GBPE: PEFO07431; TBAE: BR 2673

**Prosper Independent School District**

scale  
horiz  
1"=60'  
vert  
N/A  
date  
APR 2020



This document is for interim review and is not intended for construction, bidding or permit purposes.  
MICHAEL S. WILSON, P.E. Date: APR 2020  
Tx. Reg. # 95959

**Town of Prosper, Texas**  
Prosper Independent School District  
**New Elementary No. 14**  
**SITE PLAN**

tnp project  
HUC20046  
sheet



*Prosper is a place where everyone matters.*

**PLANNING**

**To: Mayor and Town Council**  
**From: David Soto, Planning Manager**  
**Through: Ron K. Patterson, Interim Town Manager**  
**Hulon T. Webb, Jr., Interim Executive Director of Development and Infrastructure Services**  
**Re: Zoning Victory at Frontier South**  
**Town Council Meeting – September 13, 2022**

**Agenda Item:**

Conduct a public hearing and consider and act upon a request to rezone 7.9± acres from Office (O) to Planned Development-Office (PD-O), generally to modify the development standards to facilitate an office/retail development, including drive-through coffee shop as a permitted use, located on the northwest corner of Preston Road and Coleman Road. (Z21-0013).

**Description of Agenda Item:**

The zoning and land use of the surrounding properties are as follows:

	<b>Zoning</b>	<b>Current Land Use</b>	<b>Future Land Use Plan</b>
<b>Subject Property</b>	Office	Undeveloped	Retail & Neighborhood Services District
<b>North</b>	Planned Development-10	Victory at Frontier	Retail & Neighborhood Services District
<b>East</b>	Planned Development-15	Undeveloped / Retail	Retail & Neighborhood Services District
<b>South</b>	Single Family-12.5 & S-34	Prosper United Methodist Church	Medium Density Residential
<b>West</b>	Planned Development-10	Undeveloped	Medium Density Residential

Requested Zoning – The purpose of this request is to rezone 7.9± acres from Office (O) to Planned Development-Office (PD-O), generally to modify the development standards to facilitate an office/retail development, including drive-through coffee shop as a permitted use. The applicant is proposing updates to uses, design standards, and architectural standards as mentioned below.

- a. Uses: Permitted by Right
  - Restaurant with Drive-Through on Lot 2 – To be used only for a beverage establishment that serves non-alcoholic beverages.
  - Retail Stores and Shops
  - Gymnastics/Dance Studio
  - Restaurant
  - Veterinarian Clinic and/or Kennel, Indoor
  - Office/Showroom

Even though the restaurant with drive through will be utilize for non-alcoholic beverage establishments, staff has concerns with allowing additional drive-throughs to be constructed consecutively on the adjacent lot. Staff has no other objections with the other proposed uses.

The applicant has made modifications to the development standards including architectural regulations as shown below:

	Office District	New Planned Development
Minimum Front Yard	30 Feet	30 Feet
Minimum Side Yard	<ul style="list-style-type: none"> <li>• Twenty-five (25) feet for a one story building adjacent to any residential district. Forty (40) feet for a two-story building adjacent to any residential district</li> <li>• Ten (10) feet adjacent to any nonresidential district.</li> </ul>	<ul style="list-style-type: none"> <li>• Ten (10) feet adjacent to any residential district.</li> <li>• No Side yard adjacent to any nonresidential district</li> </ul>
Minimum Rear Yard	<ul style="list-style-type: none"> <li>• Twenty-five (25) feet for a one story building adjacent to any residential district. Forty (40) feet for a two-story building adjacent to any residential district</li> <li>• Ten (10) feet adjacent to any nonresidential district.</li> </ul>	<ul style="list-style-type: none"> <li>• Ten (10) feet adjacent to any residential district.</li> <li>• No Side yard adjacent to any nonresidential district.</li> </ul>
Maximum Height	Two stories, no greater than 40 feet.	Four stories, no greater than 60 feet
Maximum Floor Area	Maximum 0.5:1.	No Maximum Floor Area.

<p>Building Materials on Lots 1 &amp; 2</p>	<ul style="list-style-type: none"> <li>• 100 % masonry (which includes clay fired brick, natural and manufactured stone, granite, marble, and stucco)</li> <li>• The use of stucco and EIFS are only permitted as secondary or accent materials (10% maximum allowance).</li> </ul>	<ul style="list-style-type: none"> <li>• Masonry 60%</li> <li>• Architectural Panel 20%</li> <li>• Awnings 10%</li> <li>• Stucco 10%</li> </ul>
<p>Building Materials on Lots 3 &amp; 4</p>	<ul style="list-style-type: none"> <li>• 100% masonry (which includes clay fired brick, natural and manufactured stone, granite, marble, and stucco)</li> <li>• The use of stucco and EIFS are only permitted as secondary or accent materials (10% maximum allowance).</li> </ul>	<ul style="list-style-type: none"> <li>• Masonry 40%</li> <li>• Architectural Panel 10%</li> <li>• Textured/ Paint 40%</li> <li>• Stucco 20%</li> </ul>

As shown on Exhibit D, the site provides adequate parking and stacking. Exhibit F shows a conceptual rendering of the architectural look and style of the building. The applicant has agreed to enter a development agreement regarding the building materials. Exhibit G is a conceptual landscape plan, which depicts the location of required landscaping. The landscaping meets the minimum standards of the Town’s Zoning Ordinance.

Future Land Use Plan – The Future Land Use Plan recommends Retail & Neighborhood Services District for the subject property. The proposed zoning request conforms to the Future Land Use Plan.

**Retail and Neighborhood Services**

Neighborhood services typically include retail establishments that provide merchandise for retail sale, banks, neighborhood office and small medical offices. Retail uses are particularly important because they contribute to Prosper’s tax base through both property and sales taxes, making their inclusion attractive and often times competitive. Within Prosper, neighborhood service uses will likely occur at major intersections along the Dallas North Tollway, Highway 380 and Preston Road corridors. Neighborhood service uses should also be strategically placed along the Town’s perimeter in order to attract patrons from neighboring communities, enhancing sales tax revenue opportunities. The majority of neighborhood service activity within Prosper will likely be included within the Dallas North Tollway, Highway 380, Town Center and Old Town districts.



Thoroughfare Plan – The property has direct access to the Preston Road, an existing six-lane divided thoroughfare. This request conforms to the Thoroughfare Plan.

Parks Master Plan – The Parks Master Plan does not indicate a park is needed on the subject property; however, a hike and bike trail has been constructed along Preston Road.

**Legal Obligations and Review:**

Notification was provided to neighboring property owners as required by the Zoning Ordinance and state law. To date, staff has not received any Public Hearing Notice Reply Forms in response to this request.

**Attachments:**

1. Aerial and Zoning Maps
2. Proposed Exhibits

**Planning & Zoning Recommendation:**

At their August 16, 2022, meeting, the Planning & Zoning Commission recommended the Town Council approve the request, by a vote of 4-0.

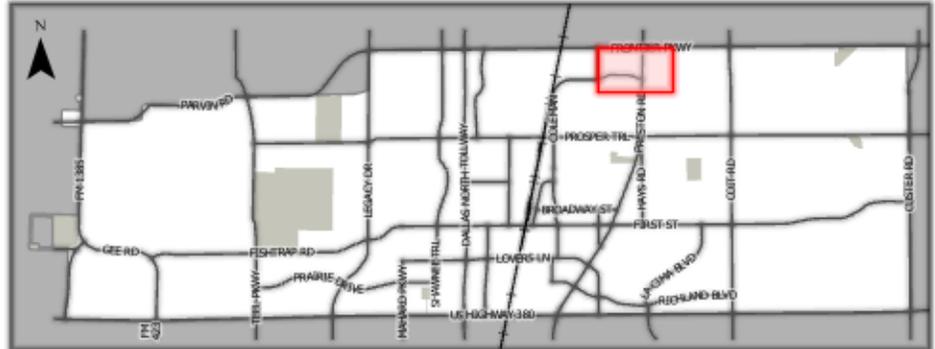
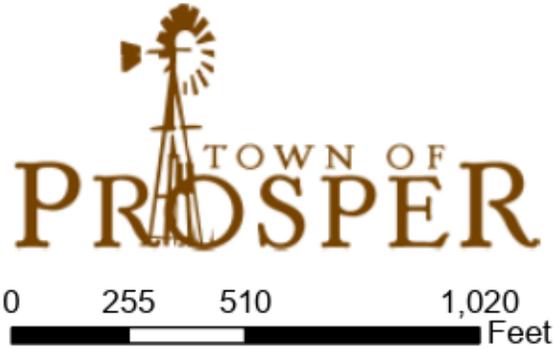
**Town Staff Recommendation:**

Town staff recommends that the Town Council approve the approval of the request to rezone 7.9± acres from Office (O) to Planned Development-Office (PD-O), generally to modify the development standards to facilitate an office/retail development, including drive-through coffee shop as a permitted use, located on the northwest corner of Preston Road and Coleman Road.

**Proposed Motion:**

I move to approve a request to rezone 7.9± acres from Office (O) to Planned Development-Office (PD-O), generally to modify the development standards to facilitate an office/retail development, including drive-through coffee shop as a permitted use, located on the northwest corner of Preston Road and Coleman Road.

Item 21.



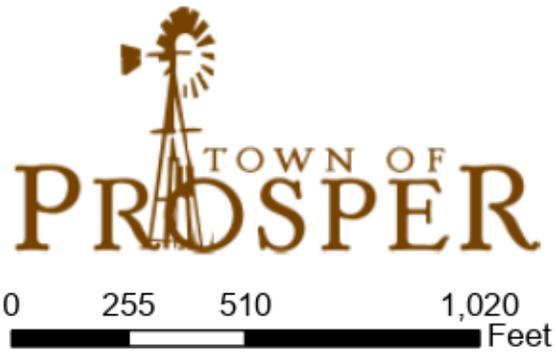
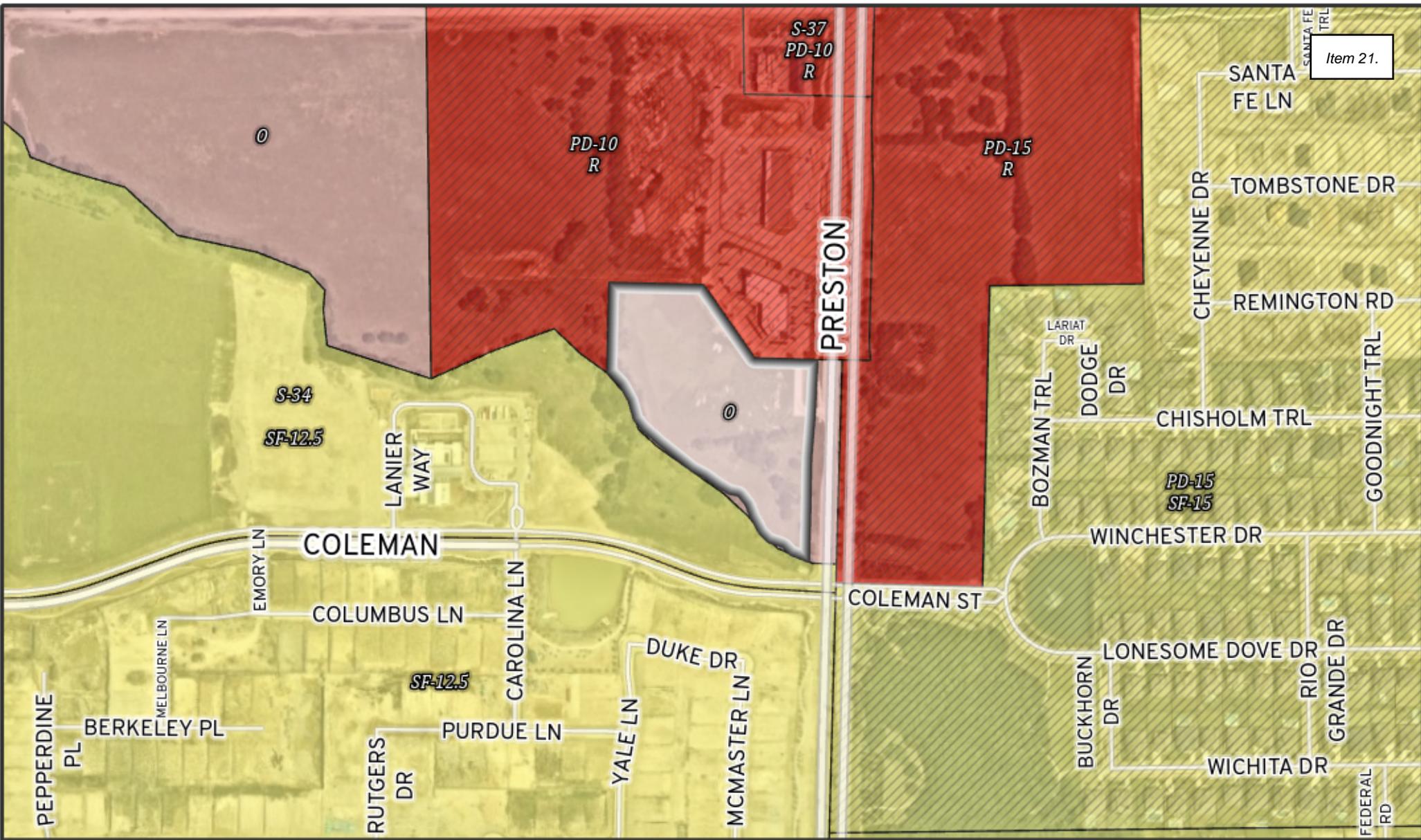
This map for illustration purposes only

# Z21-0013

## Victory at Frontier South

Page 245

Planned Development



**Z21-0013**  
 Victory at Frontier South

This map for illustration purposes only

PROPERTY DESCRIPTION:

Being a 7.930 acre tract of land situated in the Spencer Rice Survey, Abstract No. 787, in the Town of Prosper, Collin County, Texas, being a part of that same tract of land described to Ganapathy, Ltd. by deed recorded in Volume 5894, Page 1749, of the Deed Records of Collin County, Texas (D.R.C.C.T.), and being more particularly described by metes and bounds as follows (Bearings and distances are based on the State Plane Coordinate System, Texas North Central Zone (4202) North American Datum of 1983 (NAD 83)(US Foot) with a combined scale factor of 1.000152710):

BEGINNING at a 5/8 inch rebar found for the Southeast corner of a tract of land described to Victory at Frontier, LLC by deed recorded in Document No. 20161122001590950, of the Official Public Records of Collin County, Texas, as being the Northeast corner of said Ganapathy, Ltd. tract, and lying on the West right-of-way line of Preston Road (State Highway 289) (variable width right-of-way);

THENCE South 01 Degrees 24 Minutes 24 Seconds West, with the West right-of-way line of said Preston Road, a distance of 160.30 feet to a Brass Monument found for the North corner of a tract of land described to the State of Texas by deed recorded in Document No. 2011090900955640, O.P.R.C.C.T.;

THENCE South 04 Degrees 40 Minutes 02 Seconds West, continuing with the West right-of-way line of said Preston Road, and with the West line of said State of Texas tract, a distance of 100.17 feet to a Brass Monument found for corner;

THENCE South 01 Degrees 19 Minutes 04 Seconds West, continuing with the West right-of-way line of said Preston Road, and with the West line of said State of Texas tract, a distance of 136.65 feet to a point for corner on the Northwest line of a tract of land described to the Town of Prosper, Texas by deed recorded in Document No. 20151223001600670, O.P.R.C.C.T., and being the beginning of a non-tangent curve to the left, having a central angle of 8 Degrees 30 Minutes 01 Seconds, a radius of 505.04 feet, and a chord bearing and distance of South 05 Degrees 39 Minutes 43 Seconds West, 74.86 feet;

THENCE, in a southerly direction, with the West line of said Town of Prosper tract, continuing with the West right-of-way line of said Preston Road, and along said non-tangent curve to the left, an arc length of 74.93 feet to a point for corner;

THENCE South 01 Degrees 23 Minutes 34 Seconds West, continuing with the West line of said Town of Prosper tract and the West right-of-way line of said Preston Road, a distance of 169.88 feet to a point for the Southeast corner of the herein described tract, said point lying near the center of a concrete drainage rip rap;

THENCE, departing the West right-of-way line of said Preston Road, and the West line of said Town of Prosper tract, over, across, and through said Ganapathy, Ltd. tract, along a creek, the following courses and distances:

- 1. North 68 Degrees 26 Minutes 59 Seconds West, a distance of 67.52 feet to a point for corner;
2. North 44 Degrees 47 Minutes 36 Seconds West, a distance of 36.02 feet to a point for corner;
3. North 72 Degrees 37 Minutes 11 Seconds West, a distance of 45.61 feet to a point for corner;
4. North 45 Degrees 00 Minutes 26 Seconds West, a distance of 38.46 feet to a point for corner;
5. North 29 Degrees 04 Minutes 28 Seconds West, a distance of 55.96 feet to a point for corner;
6. North 21 Degrees 45 Minutes 04 Seconds West, a distance of 43.98 feet to a point for corner;
7. North 39 Degrees 20 Minutes 23 Seconds West, a distance of 38.60 feet to a point for corner;
8. North 78 Degrees 37 Minutes 23 Seconds West, a distance of 27.75 feet to a point for corner;
9. North 60 Degrees 14 Minutes 43 Seconds West, a distance of 43.86 feet to a point for corner;
10. North 53 Degrees 46 Minutes 59 Seconds West, a distance of 50.60 feet to a point for corner;
11. North 61 Degrees 53 Minutes 52 Seconds West, a distance of 46.24 feet to a point for corner;
12. North 51 Degrees 21 Minutes 56 Seconds West, a distance of 52.18 feet to a point for corner;
13. North 51 Degrees 36 Minutes 52 Seconds West, a distance of 83.26 feet to a point for corner;
14. North 48 Degrees 22 Minutes 22 Seconds West, a distance of 65.47 feet to a point for corner;
15. North 39 Degrees 13 Minutes 51 Seconds West, a distance of 41.96 feet to a point for corner;
16. North 15 Degrees 56 Minutes 22 Seconds West, a distance of 61.19 feet to a point for corner;
17. North 28 Degrees 54 Minutes 13 Seconds West, a distance of 57.30 feet to a point for corner;
18. THENCE North 44 Degrees 07 Minutes 47 Seconds West, continuing through said Ganapathy, Ltd. tract, a distance of 56.24 feet to a point in a creek for corner, said point being the westernmost Southeast corner of said Victory at Frontier, LLC tract, same being the Northwest corner of the herein described tract;

THENCE North 01 Degrees 21 Minutes 08 Seconds East, with the westernmost East line of said Victory at Frontier, LLC tract, a distance of 284.91 feet to a 5/8 inch rebar found for the easternmost Northwest corner of said Ganapathy, Ltd. tract, same being an interior "ell" corner of said Victory at Frontier, LLC tract;

THENCE South 88 Degrees 38 Minutes 52 Seconds East, with a South line of said Victory at Frontier, LLC tract, a distance of 298.00 feet to a 1/2 inch rebar with a cap stamped "ASC" set for corner;

THENCE South 34 Degrees 54 Minutes 47 Seconds East, with the easternmost Southwest line of said Victory at Frontier, LLC tract, passing a 1/2 inch rebar with a cap stamped "CBG" found at a distance of 49.06 feet and continuing for a total distance of 282.07 feet to a 5/8 inch rebar found for the easternmost Southwest corner of said Victory at Frontier, LLC tract;

THENCE South 88 Degrees 36 Minutes 03 Seconds East, with the easternmost South line of said Victory at Frontier, LLC tract, a distance of 199.57 feet to the POINT OF BEGINNING and containing 345,433 square feet or 7.930 acres of land, more or less.

TITLE COMMITMENT NOTES

This survey was prepared without the benefit of a commitment for title insurance. Therefore, easements, agreements, or other documents, either recorded, or unrecorded may exist that affect the subject property that are not shown on this survey.

BOUNDARY TOPOGRAPHIC SURVEY

7.793 ACRES
Spencer Rice Survey, Abstract No. 787,
Town of Prosper, Collin County, Texas

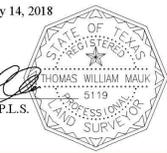
DRAWN: E.R. CHECKED: T.M. DATE: 05/14/2018 JOB NO.: C1706220

SURVEYOR'S CERTIFICATE

This is to certify that I, Thomas W. Mauk, a Registered Professional Land Surveyor of the State of Texas, have prepared this map from an actual survey on the ground, and that this map correctly represents that survey made by me or under my direction and supervision. This survey meets the minimum requirements for a Category 1A, Condition II Land Title Survey. Fieldwork was completed on May 11, 2018.

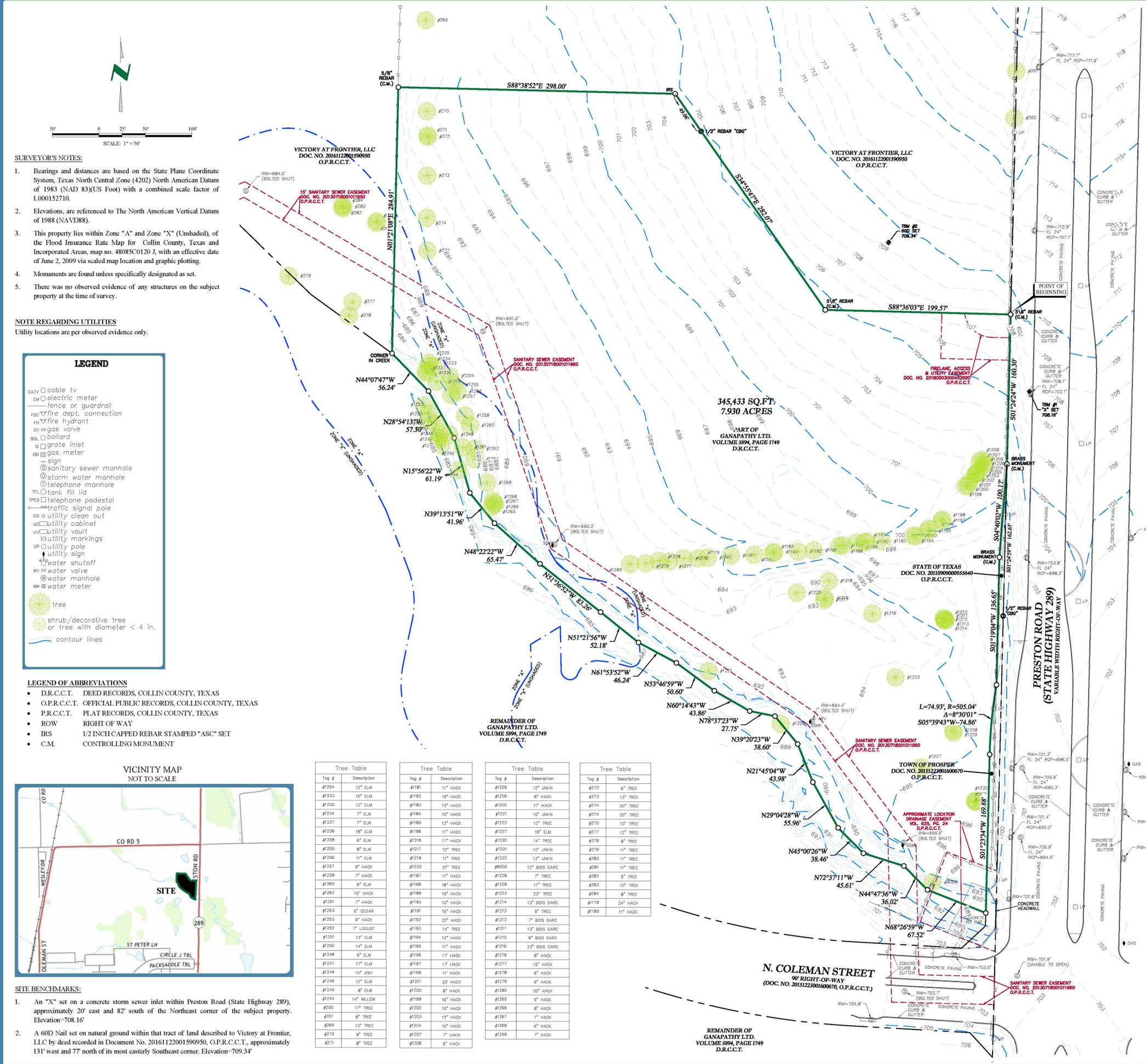
Date of Plat/Map: May 14, 2018

Thomas W. Mauk, R.P.L.S.
No. 5119



WINDROSE LAND SURVEYING & PLATTING
ARTHUR LAND SURVEYING

Kirkman Engineering
4821 Merlot Avenue, Suite 210
Grapevine, Texas 76051
Phone: 817-488-4960

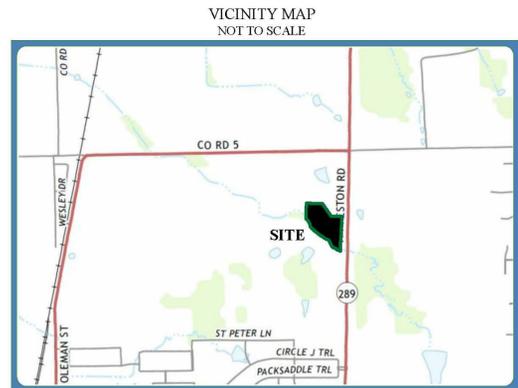


- SURVEYOR'S NOTES:
1. Bearings and distances are based on the State Plane Coordinate System, Texas North Central Zone (4202) North American Datum of 1983 (NAD 83)(US Foot) with a combined scale factor of 1.000152710.
2. Elevations are referenced to The North American Vertical Datum of 1988 (NAVD88).
3. This property lies within Zone "A" and Zone "X" (Unshaded), of the Flood Insurance Rate Map for Collin County, Texas and Incorporated Areas, map no. 48085C0120 J, with an effective date of June 2, 2009 via scaled map location and graphic plotting.
4. Monuments are found unless specifically designated as set.
5. There was no observed evidence of any structures on the subject property at the time of survey.

NOTE REGARDING UTILITIES
Utility locations are per observed evidence only.

LEGEND
Cable tv, electric meter, fence or guardrail, fire dept. connection, fire hydrant, gas valve, grate inlet, gas meter, sign, sanitary sewer manhole, storm water manhole, telephone manhole, tank fill lid, telephone pedestal, traffic signal pole, utility clean out, utility cabinet, utility vault, utility markings, utility pole, utility sign, water shutoff, water valve, water manhole, water meter, tree, shrub/decorative tree or tree with diameter < 4 in., contour lines

- LEGEND OF ABBREVIATIONS
D.R.C.C.T. DEED RECORDS, COLLIN COUNTY, TEXAS
O.P.R.C.C.T. OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
P.R.C.C.T. PLAT RECORDS, COLLIN COUNTY, TEXAS
ROW RIGHT OF WAY
IRS 1/2 INCH CAPPED REBAR STAMPED "ASC" SET
C.M. CONTROLLING MONUMENT



- SITE BENCHMARKS:
1. An "X" set on a concrete storm sewer inlet within Preston Road (State Highway 289), approximately 20' east and 82' south of the Northeast corner of the subject property. Elevation=708.16'
2. A 60D Nail set on natural ground within that tract of land described to Victory at Frontier, LLC by deed recorded in Document No. 20161122001590950, O.P.R.C.C.T., approximately 131' west and 77' north of its most easterly Southeast corner. Elevation=709.34'

Tree Table with columns: Tag #, Description. Lists various trees including Elm, Hackberry, Oak, Pecan, and others with their respective tags and descriptions.

N. COLEMAN STREET
9' RIGHT-OF-WAY
(DOC. NO. 20151223001600670, O.P.R.C.C.T.)



Kirkman Engineering  
5200 State Highway 121  
Colleyville, TX 76034  
PH 817.488.4960

**RE: Victory at Frontier South**

The proposed project is anticipated to provide for the orderly development the platted 7.793-acre tract at the Northwest corner of Preston Road and N Coleman Street. As part of this submittal, we are submitting a Concept PD for the Overall tract.

A mixture of uses is anticipated on this tract with potential Offices, Retail, Restaurant, and Restaurant with a drive thru. These uses are depicted on the Concept Plan. The natural buffer of the existing creek and flood play will provide sufficient barrier between this development and the residential zoned property to the south. The natural grade of this property is such that the buildings will be lower than the existing Preston Road elevation. The PD request an addition to the maximum building height to three stories and 60' tall. This plan is representative of what we feel is reasonable for the site, however, is not meant to establish a final site plan, it is intended to depict conceptual layouts only. Some of the uses shown on the concept plan may require a Specific Use Permit as described in the development standards.

The property is currently zoned Office (O). The proposal is to establish a PD to address the overall project continuity as well as provide for several deviations from the City Standards within the Office (O) district, and to allow uses that will be consistent with the overall development.

Kind Regards,

*Patrick Filson*

Patrick Filson, P.E.



## EXHIBIT C DEVELOPMENT STANDARDS

Conformance with the Town's Zoning Ordinance and Subdivision Ordinance: Except as otherwise set forth in these development standards, the regulation of the Town's Zoning Ordinance as it exists or may be amended, and the Subdivision Ordinance, as it exists or may be amended shall apply.

1. Except as noted below, the tract shall develop in accordance with the Office (O) Districts, as it exists or may be amended.
  - a. Conceptual Site Plan: The tract shall continue to be used in general accordance with the attached concept plan, set forth in Exhibit D.
  - b. Building elevations: The tract shall continue to be used in general accordance with the attached façade plans, set forth in Exhibit F.
  - c. Landscape Plan: The tract shall continue to be used in general accordance with the attached landscape plan, set forth in Exhibit G
  
2. Uses. All the permitted uses in the office (O) District shall be allowed with the same provisions and restrictions, including uses permitted by a Specific Use Permit (SUP) and Conditional Use Permit (C), except as noted below:
  - a. Uses Permitted by Right
    - Restaurant with Drive-Through on Lot 2 – To be used only for non-alcoholic beverage establishments.
    - Retail Stores and Shops
    - Gymnastics/Dance Studio
    - Restaurant
    - Veterinarian Clinic and/or Kennel, Indoor
    - Office/Showroom
  
  - b. Uses permitted upon approval of a Specific Use Permit:
    - Restaurant with Drive-Through on any Lot other than Lot 2.
    - Alcoholic Beverage Establishment
    - Hotel, Limited Service "C"
    - Hotel, Full Service



3. Size of Yards:

- a. Minimum Front yard: 30 Feet
- b. Minimum Side Yard:
  - Ten Feet Adjacent to any residential district.
  - No Side yard adjacent to any nonresidential district.
- c. Minimum Rear Yard.
  - Ten Feet Adjacent to any residential district.
  - No Side yard adjacent to any nonresidential district.
- d. Maximum Height: Four Stories, no greater than 60 feet above the primary entry level. (Height calculations do not include partially below grade levels)
- e. Maximum Floor Area: No Maximum Floor Area.

4. Architectural Regulations:

- a. All buildings on Lots 1 and 2 shall be consistent architecturally with the elevations provided within this PD.
  - Masonry 60%
  - Architectural Panel 20%
  - Awnings 10%
  - Stucco 10%
- b. All buildings on Lots 3 and 4 shall be consistent architecturally with the elevations provided within this PD.
  - Masonry 40% (Minimum Masonry Per Side 20%)
  - Architectural Panel 10%
  - Textured / Paint 40%
  - Stucco 20%
- c. All mechanical equipment shall be screened from public view. Rooftop mounted equipment shall be screened by a parapet wall or screening wall.
- d. Windows shall have a maximum exterior visible reflectivity of ten (10) percent.

PRELIMINARY FOR REVIEW ONLY THESE DOCUMENTS ARE FOR DESIGN REVIEW ONLY AND NOT INTENDED FOR THE PURPOSES OF CONSTRUCTION, BIDDING OR PERMIT. THEY WERE PREPARED BY, OR UNDER THE SUPERVISION OF: JOHN D. GARDNER P.E.# 138295 DATE: August 10, 2022

VICTORY GROUP Victory Real Estate Group

6125 LUTHER LANE SUITE 583 DALLAS, TX 75225-6202 214-934-2566

VICTORY AT FRONTIER - SOUTH LOTS 1 - 4 TOWN OF PROSPER COLLIN COUNTY, TEXAS

Table with columns: REV, DATE, DESCRIPTION

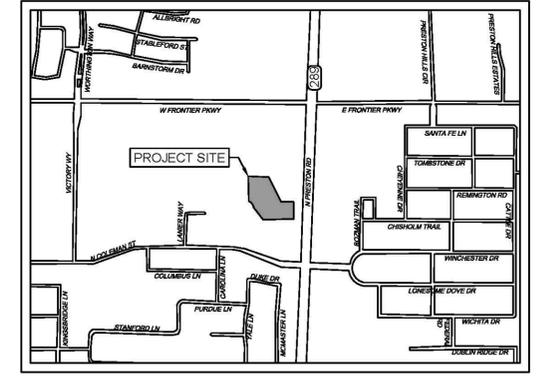


JOB NUMBER: VIC21021 ISSUE DATE: 6/28/2022

CONCEPT PLAN

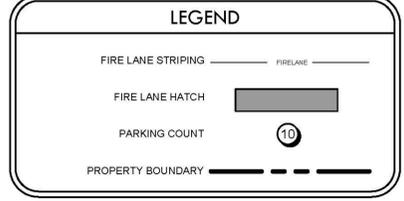
SHEET: C3.0

PARKING DATA TABLE with columns for LOT 1, LOT 2, LOT 3, LOT 4 and rows for EXISTING ZONING, PROPOSED ZONING, LOT AREA, TOTAL BUILDING AREA, BUILDING HEIGHT, MAXIMUM FAR, PARKING REQUIREMENTS, BUILDING DISTRIBUTION, TOTAL PARKING SPACES REQUIRED, TOTAL PARKING SPACES PROVIDED, REQUIRED ADA PARKING, PROVIDED ADA PARKING.



Know what's below. Call before you dig.

James Jerral W Etal Volume 5184 Page 212 O.P.R.C.C.T. Land Use: Undeveloped



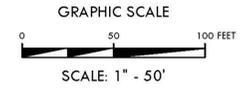
- LAYOUT & DIMENSIONAL CONTROL NOTES: 1. BOUNDARY LINES AND EASEMENT... 2. DIMENSION CONTROL... 3. CURB RADI... 4. BUILDING DIMENSIONS... 5. CONTRACTOR SHALL VERIFY... 6. ALL COORDINATES ARE U.S. SURVEY FEET... 7. REFER TO SHEET(S) CX.X - XX FOR SITE DETAILS.

NOTE TO CONTRACTOR: THE CONTRACTOR SHALL FIELD VERIFY THE LOCATION AND DEPTH OF ALL EXISTING UTILITIES... IF FIELD CONDITIONS DIFFER SIGNIFICANTLY FROM LOCATIONS SHOWN ON THE PLANS... CONTACT THE PROJECT ENGINEER PRIOR TO PROCEEDING WITH CONSTRUCTION.

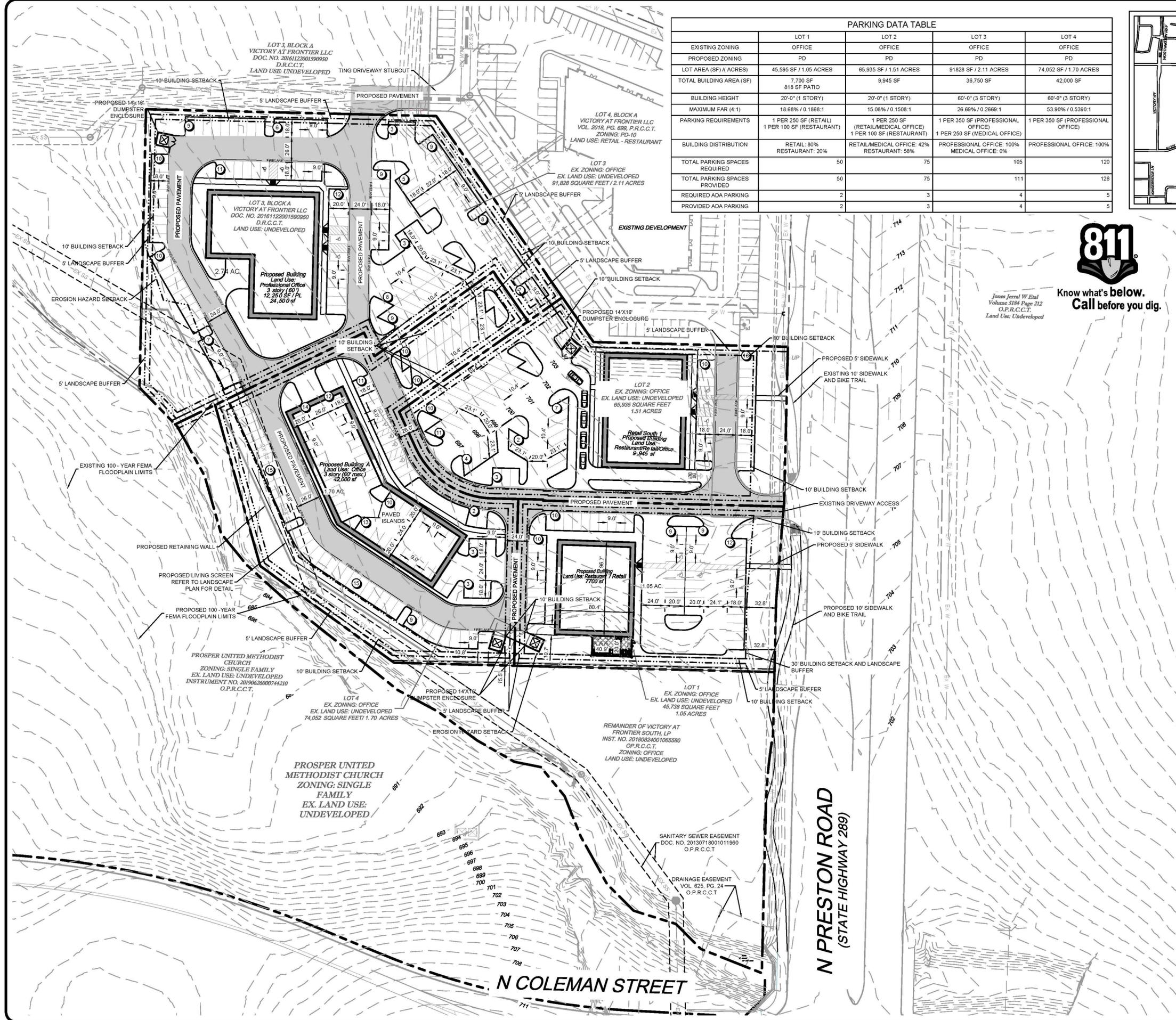
SCREENING NOTE: SCREENING SHALL BE PROVIDED WHERE RESIDENTIAL LOTS ADJUTS THE PROPOSED DEVELOPMENT PER THE ZONING REQUIREMENTS AS OUTLINED IN THE PLANNED DEVELOPMENT REGULATIONS.

DETENTION NOTE: AN OFF-SITE REGIONAL DETENTION WILL BE DESIGNED TO ACCOMMODATE FOR THE INCREASE OF PROPOSED STORM DISCHARGE PRODUCED BY THIS DEVELOPMENT... DESIGN FOR THE OFF-SITE REGIONAL DETENTION WILL BE FINALIZED PRIOR TO SITE PLAN AND CIVIL DESIGN.

FLOOD PLAIN NOTE: FEMA FLOODPLAIN RECLAMATION WILL BE DESIGNED DURING THE CIVIL PERMIT PROCESS.



SITE PLAN CASE NO. Z21-0013 VICTORY AT FRONTIER SOUTH 6.25 ACRES LOTS 1-4 VICTORY AT FRONTIER SOUTH, LP (INST. NO. 20180824001065580) TOWN OF PROSPER, COLLIN COUNTY, TEXAS PREPARATION DATE: XXXXXXXX



FILE NAME: K:\Job\VIC21021\_Frontier\_South\Drawings\CORRECT\03\_Productions\VIC21021\_Frontier\_South\Drawings\CORRECT\03\_Productions\C3 SITE PLAN\_UPDATED.rvt PLOTTED BY: TARRANT FROM 6/28/2022 8:00:02AM



**EXHIBIT E  
DEVELOPMENT SCHEDULE**

The development schedule critical path is through the Flood Plain reclamation and FEMA permitting process and assumes the PD Zoning Process will be complete by the 3<sup>rd</sup> Quarter 2022

1. FEMA Flood Plain – Permitting and Reclamation 1<sup>st</sup> Quarter of 2023
2. PSP, Site Plan and Building Permits for the infrastructure to serve each lot 3rd Quarter of 2023
3. Building Permits for Building on Lots 1, 2, and 3. Complete 4<sup>th</sup> Quarter of 2023
4. The remaining lots will developed as demand dictates.

Kind Regards,

*Patrick Filson*

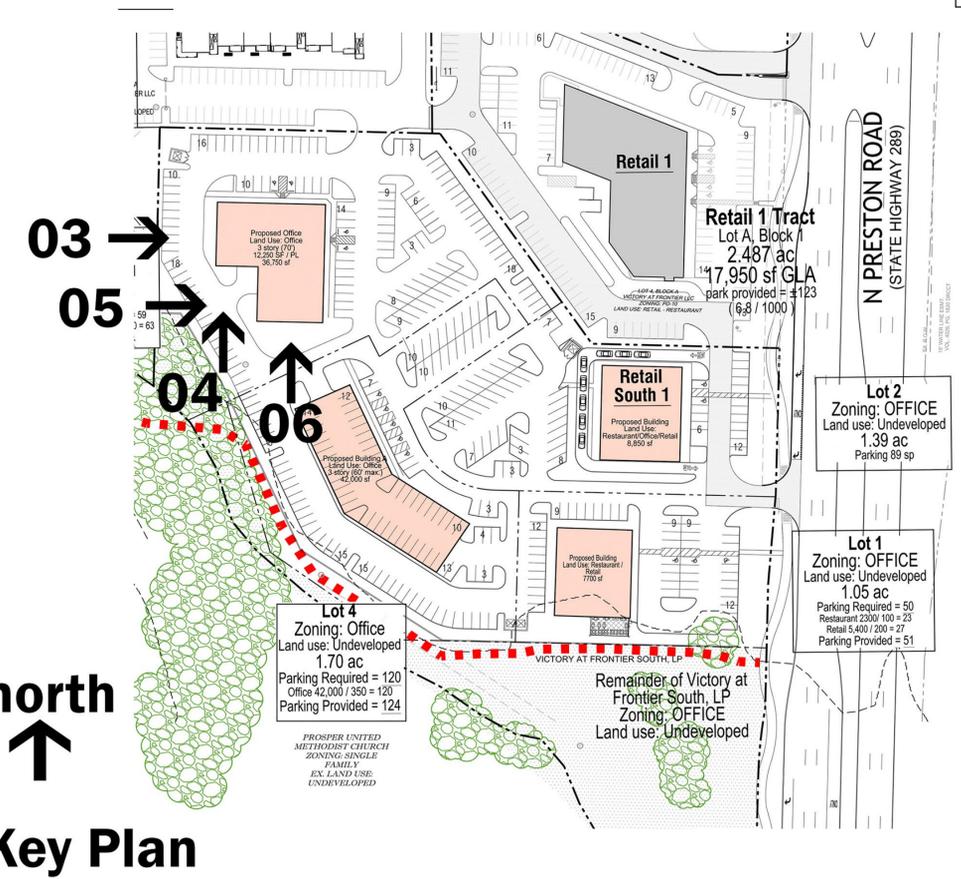
Patrick Filson, P.E.



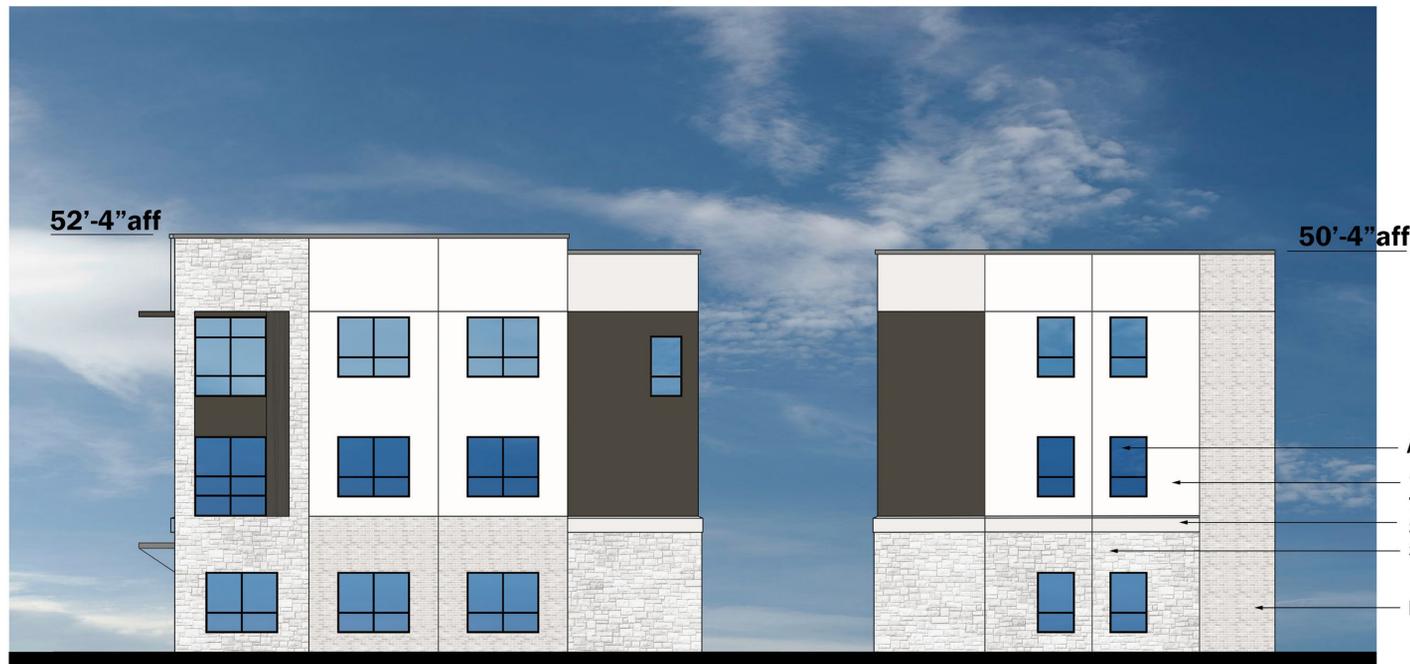


05 west elevation

06 south elevation



Key Plan



03 west elevation

04 south elevation

WEST1	
TOTAL FAÇADE:	3772 SF
DOORS/GLAZING:	736 SF
NET FAÇADE:	3036 SF 100%
MASONRY (STONE):	544 SF 18%
MASONRY (BRICK):	1431 SF 47%
TOTAL MASONRY:	65%
TEXTURE/PAINT TILT WALL:	397 SF 13%
STUCCO:	494 SF 16%
PANELS:	114 SF 4%
METAL AWNING:	56 SF 2%

SOUTH1	
TOTAL FAÇADE:	3423 SF
DOORS/GLAZING:	714 SF
NET FAÇADE:	2709 SF 100%
MASONRY (STONE):	1152 SF 43%
MASONRY (BRICK):	
TOTAL MASONRY:	43%
TEXTURE/PAINT TILT WALL:	1413 SF 53%
STUCCO:	34 SF 1%
PANELS:	73 SF 2%
METAL AWNING:	37 SF 1%

WEST2	
TOTAL FAÇADE:	3423 SF
DOORS/GLAZING:	714 SF
NET FAÇADE:	2709 SF 100%
MASONRY (STONE):	1152 SF 43%
MASONRY (BRICK):	
TOTAL MASONRY:	43%
TEXTURE/PAINT TILT WALL:	1413 SF 53%
STUCCO:	34 SF 1%
PANELS:	73 SF 2%
METAL AWNING:	37 SF 1%

SOUTH2	
TOTAL FAÇADE:	2526 SF
DOORS/GLAZING:	214 SF
NET FAÇADE:	2312 SF 100%
MASONRY (STONE):	544 SF 24%
MASONRY (BRICK):	437 SF 19%
TOTAL MASONRY:	43%
TEXTURE/PAINT TILT WALL:	1188 SF 52%
STUCCO:	83 SF 3%
PANELS:	
METAL AWNING:	60 SF 2%

TOTAL FAÇADE:	26,810 SF
TOTAL DOORS/GLAZING:	7,881 SF
NET FAÇADE:	18,929 SF 100%
TOTAL MASONRY:	7,060 SF 38%
TEXTURE/PAINT TILT WALL:	5,598 SF 29%
STUCCO:	2,959 SF 16%
ARCHITECTURAL PANELS:	1,890 SF 10%
METALS/AWNINGS:	1,422 SF 7%

**FAÇADE NOTES**

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All mechanical equipment shall be screened from public view. Rooftop mounted equipment shall be screened by a parapet wall or screening wall. Screening walls shall be the specifications of the Zoning Ordinance.

When permitted, exposed utility boxes and conduits shall be painted to match the building.

All signage areas and locations are subject to approval by the Building Inspections Division.

Windows shall have a maximum exterior visible reflectivity of ten (10) percent.

Any deviation from the approved Façade Plan will require re-approval by the Town of Prosper.

**SITE PLAN**  
CASE NO. \_\_\_\_\_

VICTORY AT FRONTIER  
ACRES  
PART OF LOT 3, BLOCK A  
VICTORY AT FRONTIER, LLC  
(VOL. 2016, PAGE 699)  
P.R.R.C.T.  
TOWN OF PROSPER, COLLIN, TEXAS  
PREPARATION DATE: 09/27/2021

<b>OWNER/APPLICANT</b> VICTORY AT FRONTIER, LLC 6125 LUTHER LANE STE 583 DALLAS, TX 75225-6202 PH: 214-934-2566 CONTACT: BOBBY MENDOZA	<b>LANDSCAPE ARCHITECT</b> LONDON LANDSCAPES P.O. BOX 28 COLLINSVILLE, TX 76233 CONTACT: AMY LONDON, RLA
<b>ENGINEER</b> KIRKMAN ENGINEERING, LLC 5200 STATE HIGHWAY 121 COLLEYVILLE, TX 76034 PH: 817-488-4960 CONTACT: PATRICK FILSON, PE	<b>SURVEYOR</b> BARTON CHAPA SURVEYING 5200 STATE HIGHWAY 121 COLLEYVILLE, TX 76034 PH: 817-864-1957 CONTACT: JACK BARTON, RPLS



LOT 3 OFFICE

VICTORY at FRONTIER  
Prosper, Texas



Metal Coping  
Stucco  
Alum. Storefront  
Texture/Paint Tiltwall  
Metal Awning  
Stone

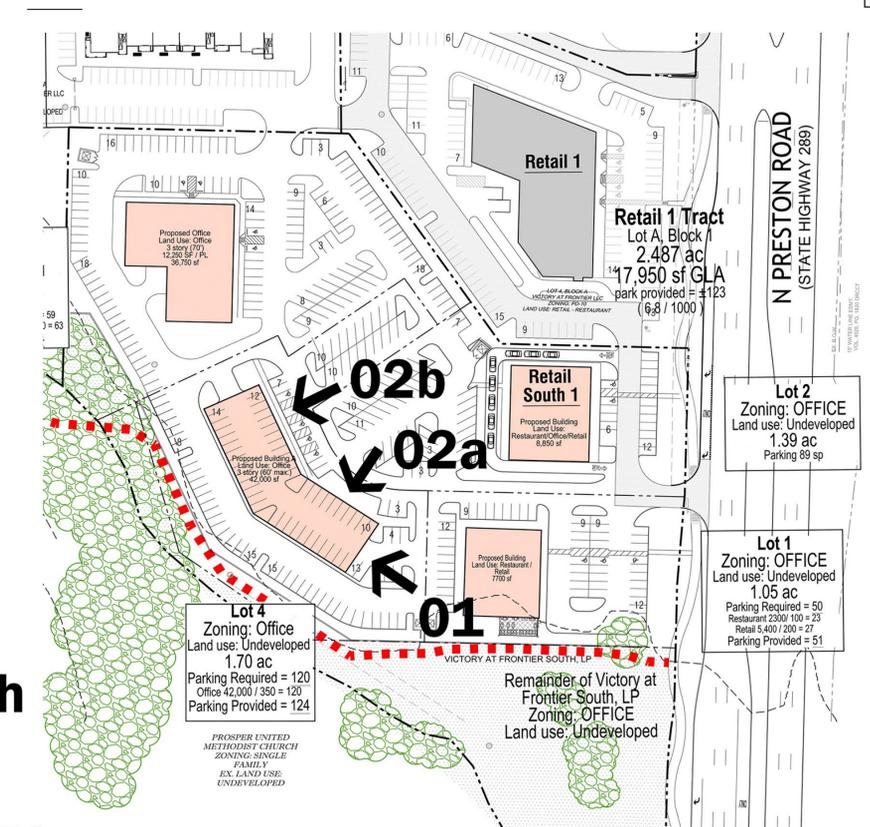
**SOUTHEAST**

TOTAL FACADE:	3,846.8 SF
DOOR/GLAZING:	674 SF
NET FACADE:	3,172.8 SF 100%
MASONRY (STONE):	741.84 SF 23.3 %
MASONRY (BRICK):	500.67 SF 15.8 %
TOTAL MASONRY:	39.16 %
PANEL:	57 SF 1.8 %
TEXTURE/PAINT:	1,447.32 SF 45.61%
BATTEN:	7.2 SF 0.2 %
METAL AWNING:	33.5 SF 1 %
STUCCO:	385.35 SF 12.15 %

**02a NORTHEAST**

TOTAL FACADE:	3,216.03 SF
DOOR/GLAZING:	1,220 SF
NET FACADE:	1,996.03 SF 100%
MASONRY (STONE):	373.8 SF 18.7 %
MASONRY (BRICK):	NA
TOTAL MASONRY:	18.7 %
PANEL:	514.9 SF 25.8 %
TEXTURE/PAINT:	243.1 SF 45.61%
BATTEN:	29.3 SF 1.5 %
METAL AWNING:	60 SF 3 %
STUCCO:	775.05 SF 38.83 %

**01 southeast elevation**



north  
↑  
**Key Plan**



Alum. Storefront  
Texture/Paint  
Metal Awning  
Stone

Architectural Panel  
Brick

Architectural Panel

Stucco  
Alum. Storefront  
Texture/Paint Tiltwall  
Metal Awning  
Stone

**02a northeast elevation**

**02b northeast elevation**

**02b NORTHEAST**

TOTAL FACADE:	7,348.3 SF
DOOR/GLAZING:	3,002.4 SF
NET FACADE:	4,345.8 SF 100%
MASONRY (STONE):	618 SF 14.2 %
MASONRY (BRICK):	231.8 SF 5.4 %
TOTAL MASONRY:	19.6 %
PANEL:	937.5 SF 21.6 %
TEXTURE/PAINT:	764.07 SF 17.58%
BATTEN:	54 SF 1.5 %
METAL AWNING:	375.95 SF 8.6 %
STUCCO:	1,274.53 SF 29.32 %

**FACADE NOTES**

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Any deviation from the approved Façade Plan will require re-approval by the Town of Prosper.

TOTAL FACADE:	32,373.72 SF
DOOR/GLAZING:	7,966.67 SF
NET FACADE:	24,407.05 SF 100%
MASONRY (STONE):	6,004.14 SF 24.6 %
MASONRY (BRICK):	4,103.66 SF 16.81 %
TOTAL MASONRY:	41.41 %
PANEL:	1,582.12 SF 6.5 %
TEXTURE/PAINT:	8,368.29 SF 34.28%
BATTEN:	139.14 SF 0.5 %
METAL AWNING:	610.22 SF 2.5 %
STUCCO:	4,609.9 SF 18.9 %

**SITE PLAN**  
CASE NO. VICTORY AT FRONTIER

ACRES  
PART OF LOT 3, BLOCK A  
VICTORY AT FRONTIER, LLC  
(VOL. 2016, PAGE 699)  
P.P.R.C.T.  
TOWN OF PROSPER, COLLIN, TEXAS  
PREPARATION DATE: 09/27/2021

<b>OWNER/APPLICANT</b> VICTORY AT FRONTIER, LLC 8125 LUTHER LANE STE 583 DALLAS, TX 75225-6202 PH: 214-934-2566 CONTACT: BOBBY MENDOZA	<b>LANDSCAPE ARCHITECT</b> LONDON LANDSCAPES P.O. BOX 28 COLLINSVILLE, TX 76233 CONTACT: AMY LONDON, RLA
<b>ENGINEER</b> KIRKMAN ENGINEERING, LLC 5200 STATE HIGHWAY 121 COLLEYVILLE, TX 76034 PH: 817-488-4960 CONTACT: PATRICK FILSON, PE	<b>SURVEYOR</b> BARTON CHAPA SURVEYING 5200 STATE HIGHWAY 121 COLLEYVILLE, TX 76034 PH: 817-864-1957 CONTACT: JACK BARTON, RPLS



**LOT 4 OFFICE**

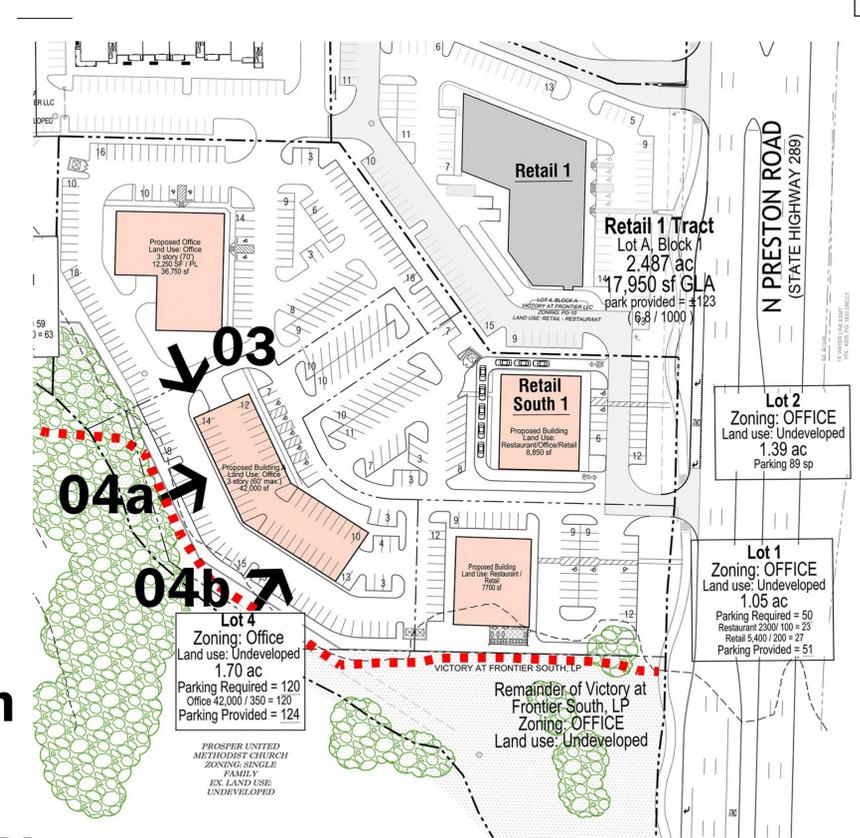
**VICTORY at FRONTIER**  
Prosper, Texas



**03 northwest**

03 NORTHWEST			
TOTAL FACADE:	3,853.75 SF		
DOOR/GLAZING:	722.47 SF		
NET FACADE:	3,131.28 SF	100%	
MASONRY (STONE):	1,036.88 SF	33.11 %	
MASONRY (BRICK):	510 SF	16.29 %	
TOTAL MASONRY:		49.4 %	
PANEL:	72.72 SF	2.32 %	
TEXTURE/PAINT:	1,456.73 SF	46.52%	
BATTEN:			
METAL AWNING:	54.95 SF	1.75 %	
STUCCO:	29.77 SF	0.95 %	

04a SOUTHWEST			
TOTAL FACADE:	7,326.3 SF		
DOOR/GLAZING:	1,227.3 SF		
NET FACADE:	6,099 SF	100%	
MASONRY (STONE):	1,599 SF	26.22 %	
MASONRY (BRICK):	1,646.82 SF	27 %	
TOTAL MASONRY:		53.22 %	
PANEL:			
TEXTURE/PAINT:	1,690.6 SF	27.72%	
BATTEN:	24.32 SF	0.4 %	
METAL AWNING:	63.56 SF	1.5 %	
STUCCO:	1,074.47 SF	17.62 %	



**north**  
↑  
**Key Plan**



**04a southwest elevation**

**04b southwest elevation**

04b SOUTHWEST			
TOTAL FACADE:	6,782.54 SF		
DOOR/GLAZING:	1,120.5 SF		
NET FACADE:	5,662.04 SF	100%	
MASONRY (STONE):	1,634.62 SF	28.87 %	
MASONRY (BRICK):	1,214.37 SF	21.45 %	
TOTAL MASONRY:		50.32 %	
PANEL:			
TEXTURE/PAINT:	2,766.47 SF	48.86%	
BATTEN:	24.32 SF	0.42 %	
METAL AWNING:	22.26 SF	0.39 %	
STUCCO:	1,070.73 SF	18.91 %	

**FACADE NOTES**

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NET FACADE:	24,407.05 SF	100%	
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TOTAL MASONRY:		41.41 %	
PANEL:	1,582.12 SF	6.5 %	
TEXTURE/PAINT:	8,368.29 SF	34.28%	
BATTEN:	139.14 SF	0.5 %	
METAL AWNING:	610.22 SF	2.5 %	
STUCCO:	4,609.9 SF	18.9 %	

SITE PLAN	
CASE NO.	
VICTORY AT FRONTIER	
ACRES	
PART OF LOT 3, BLOCK A, VICTORY AT FRONTIER, LLC (VOL. 2018, PAGE 699)	
P.R.C.T.	
TOWN OF PROSPER, COLLIN, TEXAS	
PREPARATION DATE: 09/27/2021	
<b>OWNER/APPLICANT</b>	<b>LANDSCAPE ARCHITECT</b>
VICTORY AT FRONTIER, LLC 6125 LUTHER LANE STE 583 DALLAS, TX 75225-6202 PH: 214-634-2666 CONTACT: BOBBY MENDOZA	LONDON LANDSCAPES P.O. BOX 28 COLLINSVILLE, TX 76233 CONTACT: AMY LONDON, RLA
<b>ENGINEER</b>	<b>SURVEYOR</b>
KIRKMAN ENGINEERING, LLC 5200 STATE HIGHWAY 121 COLLEYVILLE, TX 76034 PH: 817-488-4960 CONTACT: PATRICK FILSON, PE	BARTON CHAPA SURVEYING 5200 STATE HIGHWAY 121 COLLEYVILLE, TX 76034 PH: 817-864-1057 CONTACT: JACK BARTON, RPLS



**LOT 4 OFFICE**

**VICTORY at FRONTIER**  
Prosper, Texas

FAÇADE NOTES

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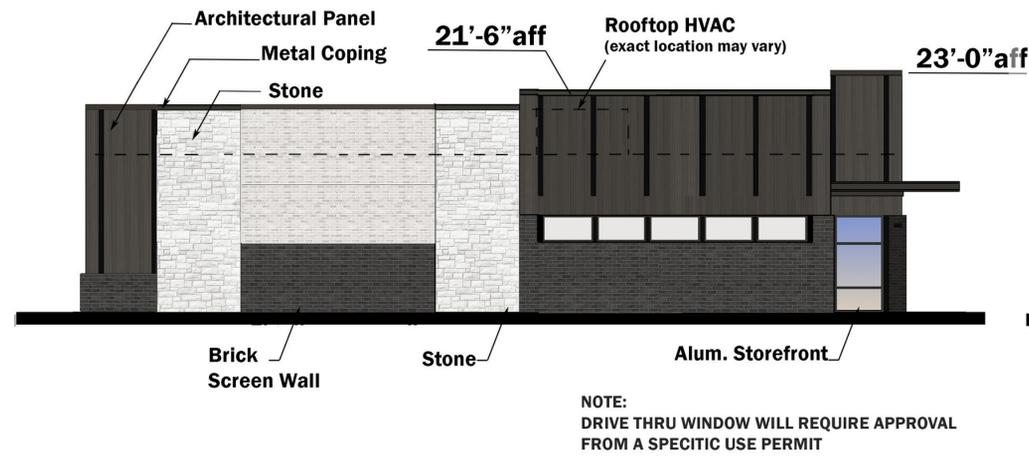
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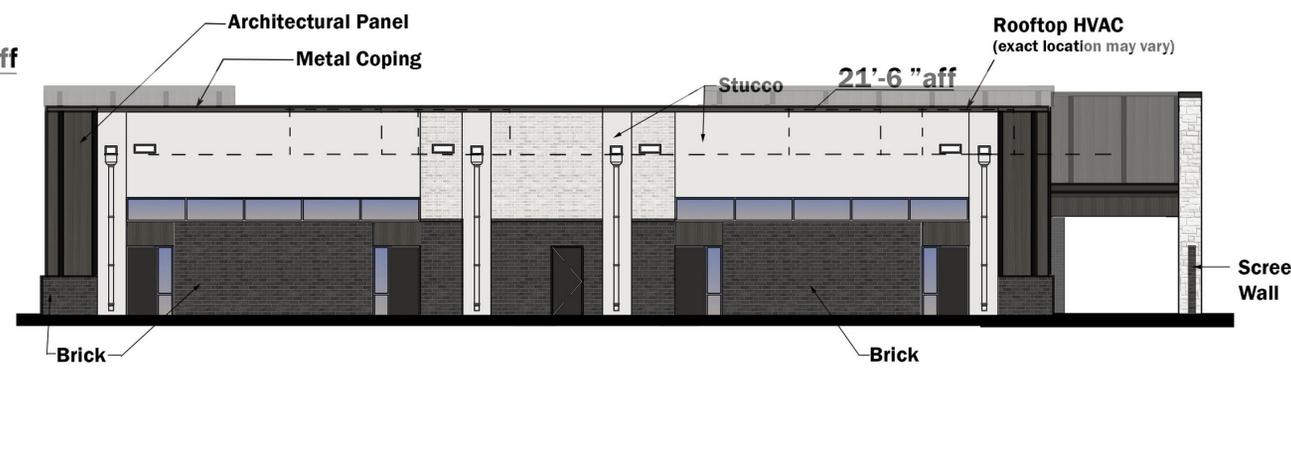
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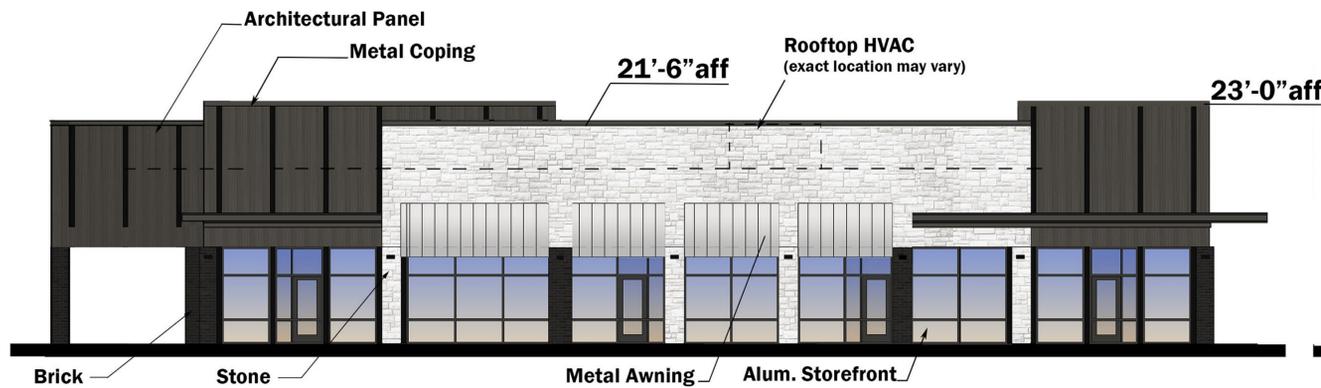
south elevation



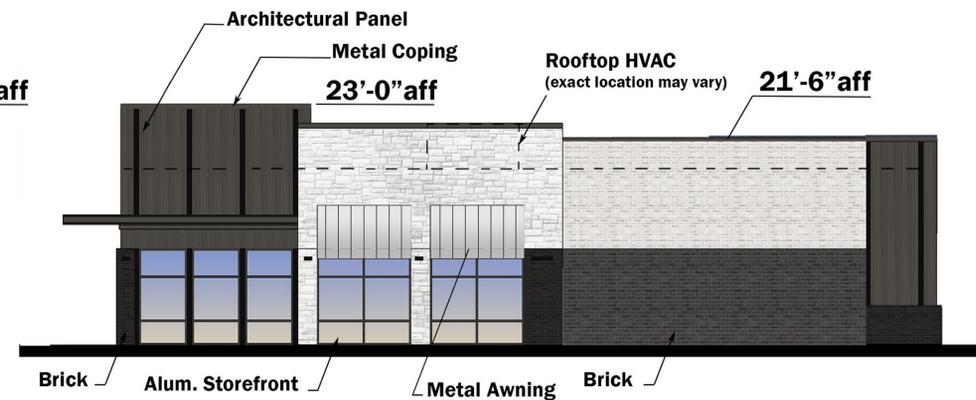
west elevation

SOUTH	
TOTAL FAÇADE:	1,934 SF
DOORS/GLAZING:	144 SF
NET FAÇADE:	1,790 SF 100%
MASONRY (STONE):	354 SF 20%
MASONRY (BRICK):	741 SF 41%
TOTAL MASONRY:	61%
PANELS :	671 SF 38%
METAL AWNING:	24 SF 1%

WEST	
TOTAL FAÇADE:	2,236 SF
DOORS/GLAZING:	313 SF
NET FAÇADE:	1,923 SF 100%
MASONRY (BRICK):	813 SF 42%
TOTAL MASONRY:	42%
PANELS :	272 SF 15%
METAL AWNING:	48 SF 2%
STUCCO:	790 SF 41%



east elevation



north elevation

EAST	
TOTAL FAÇADE:	2,750 SF
DOORS/GLAZING:	841 SF
NET FAÇADE:	1,909 SF 100%
MASONRY (STONE):	620 SF 33%
MASONRY (BRICK):	238 SF 12%
TOTAL MASONRY:	45%
PANELS :	731 SF 38%
METAL AWNING:	320 SF 17%

NORTH	
TOTAL FAÇADE:	1,938 SF
DOORS/GLAZING:	357 SF
NET FAÇADE:	1,680 SF 100%
MASONRY (STONE):	398 SF 24%
MASONRY (BRICK):	861 SF 51%
TOTAL MASONRY:	75%
PANELS :	300 SF 18%
METAL AWNING:	121 SF 7%

TOTAL FAÇADE:	8,858 SF
TOTAL DOORS/GLAZING:	1,655 SF
NET FAÇADE:	7,302 SF 100%
TOTAL MASONRY:	4,025 SF 55%
TOTAL ARCHITECTURAL PANELS :	1,974 SF 27%
TOTAL AWNING:	513 SF 7%
TOTAL STUCCO :	790 SF 11%





8/10/22



P.O. BOX 28 COLLINSVILLE, TEXAS 76233  
WWW.LONDON-LANDSCAPES.NET



6125 LUTHER LANE SUITE 583  
DALLAS, TX 75225-6202  
214-934-2566

**VICTORY AT FRONTIER - SOUTH**  
LOTS 1 - 4  
TOWN OF PROSPER  
COLLIN COUNTY, TEXAS

REV. DATE: DESCRIPTION:

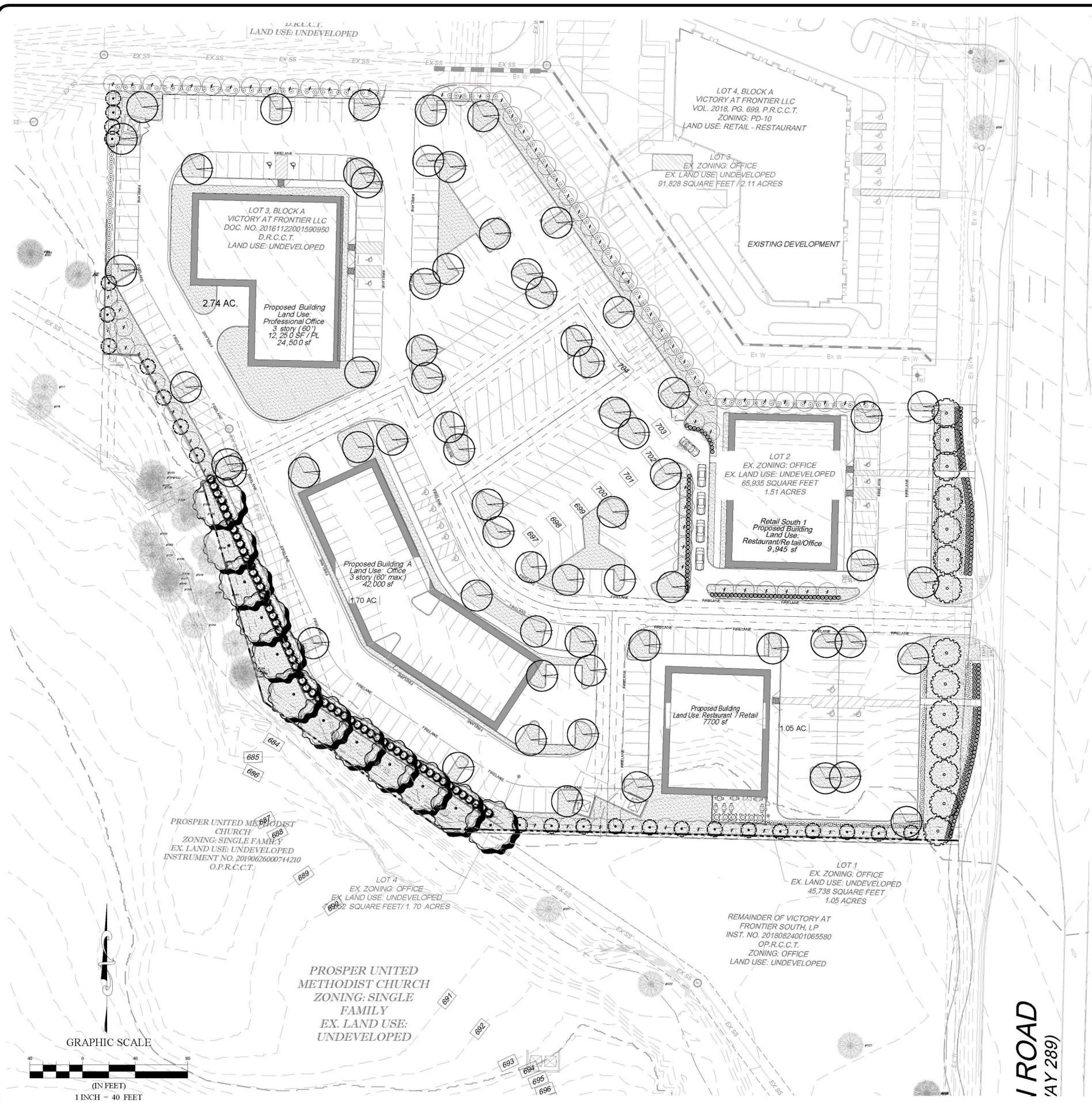


KIRKMAN ENGINEERING, LLC  
5200 STATE HIGHWAY 121  
COLLEYVILLE, TX 76034  
TEXAS FIRM NO. 15874

JOB NUMBER: VIC21021  
ISSUE DATE: 8/10/22

**EXHIBIT C  
LANDSCAPE  
PLAN**

SHEET:  
**L1.00**

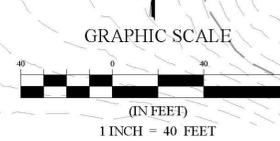


**KEY**

TREES				
	66	UL	Ulmus crassifolia	Cedar Elm 3" Cal. Min. Cont. Crown - 65 Gal. 12'-15' Height, 6'-8' Spread Specimen
	12	QV	Quercus virginiana	Live Oak 3" Cal. Min. Cont. Crown - 65 Gal. 12'-15' Height, 6'-8' Spread Specimen
	14	QT	Quercus texana	Texas Red Oak 3" Cal. Min. Cont. Crown - 65 Gal. 12'-15' Height, 6'-8' Spread Specimen
	82	CH	Chilopsis linearis	Desert Willow 3" Trunk Min. 30 Gal. Cont. Crown 1" Cal. Per Trunk, 4-5 Cones 8' Height, 3' Spread, Specimen
	24	CL	Ilex opaca	Foster Holly 3" Cal. Min. Cont. Crown - 15 Gal. Full Crown, Min. 1" Cones, Min. 7' ht. Healthy, Plant as Shown
SHRUBS				
	58	ILE	Ilex 'Nellie R. Stevens'	Nellie R. Stevens Holly 45 Gal. 8' Tall 6' O.C.
	283	VIB	Viburnum v. davidii 'White'	Viburnum 3 Gal. Minimum 24" - 36" Minimum height at planting Spaced per plan, matching
	83	NER	Abelia x grandiflora	Glossy Abelia 3 Gal. Minimum 30" Minimum height at planting Spaced per plan, matching
	164	NDL	Nandina domestica 'Lemon Lime'	Lemon Lime Nandina 3 Gal. Minimum 4' Height at Planting Spaced per plan, matching
GROUNDCOVER				
	DC		Decomposed Granite	
	52,602 SF	SOD	Common Bermuda Grass	Bermuda Grass Solid sod Sand fill joints and provide uniform coverage within 30 days of completion

**LANDSCAPE CALCULATIONS**

- A MINIMUM 10% OF PLATTED AREA TO BE LANDSCAPED**
  - REQUIRED LANDSCAPE AREA:  
27,592 SF
  - PROVIDED LANDSCAPE AREA:  
56,757 SF
- 30' LANDSCAPE BUFFER ALONG PRESTON ROAD MEASURED FROM THE PROPERTY LINE**
  - REQUIRED: 1 CANOPY TREE FOR EVERY 30' LINEAR FEET  
397.1 LF / 30' = 14 TREES
  - PROVIDED: 14 TREES
  - REQUIRED: A MINIMUM OF 15 SHRUBS WITH A MINIMUM SIZE OF FIVE (5) GALLONS EACH WILL BE PLANTED IN THE LANDSCAPE AREA FOR EVERY 30' LINEAR FEET OF FRONTAGE  
397.1 LF / 30' = 14 X 15 SHRUBS = 210 SHRUBS
  - PROVIDED: 279 SHRUBS
- 5' LANDSCAPE BUFFER AROUND THE PERIMETERS OF THE PROPERTY**
  - REQUIRED: ONE SMALL TREE AND ONE FIVE-GALLON SHRUB SHALL BE PLANTED EVERY 15' LINEAR FEET  
SOUTH: 360 LF / 15' = 23 TREES AND 23 SHRUBS  
WEST: 332 LF / 15' = 22 TREES AND 22 SHRUBS  
NORTH: 769.35 LF / 15' = 52 TREES AND 52 SHRUBS
  - PROVIDED:  
SOUTH: 27 TREES AND 39 SHRUBS  
WEST: 22 TREES AND 32 SHRUBS  
NORTH: 45 TREES AND 99 SHRUBS
- BORDERING CHURCH PROPERTY**
  - REQUIRED: 347 LF / 1' EVERGREEN TREE/ 30' = 12 TREES  
1 NELLIE R STEVENS EVERY 6' = 58 SHRUBS
  - PROVIDED: 12 TREES AND 58 SHRUBS
- INTERIOR PARKING LANDSCAPING (ALL REQUIRED AND PROVIDED)**
  - REQUIRED: 15 SQ. FT. OF LANDSCAPING FOR EACH PARKING SPACE SHALL BE PROVIDED WITHIN THE PAVED BOUNDARIES OF THE PARKING LOT AREA.
  - PROVIDED: YES
  - REQUIRED: LANDSCAPE ISLAND (160 SF & NO LESS THAN 9' WIDE AND AN EQUAL LENGTH TO THE ABUTTING PARKING SPACE) AT THE END OF EVERY PARKING ROW WITH A CANOPY TREE
  - PROVIDED: YES
  - REQUIRED: EVERY 15 PARKING SPACES MUST BE INTERRUPTED BY A LANDSCAPE ISLAND
  - PROVIDED: YES
  - REQUIRED: A CANOPY TREE WITHIN 150 FEET OF EVERY PARKING SPACE
  - PROVIDED: YES
- DRIVE THRU LANDSCAPING**
  - REQUIRED: 1 TREE PER 15 LF AND SHRUBS 3' O.C.
  - PROVIDED: 1 TREE 15 LF AND SHRUBS 3' O.C.



**I ROAD  
(AY 289)**



## PLANNING

*Prosper is a place where everyone matters.*

**To: Mayor and Town Council**

**From: David Soto, Planning Manager**

**Through: Ron K. Patterson, Interim Town Manager  
Hulon T. Webb, Jr., Interim Executive Director of Development and Infrastructure Services**

**Re: Zoning Winikates North**

**Town Council Meeting – September 13, 2022**

**Agenda Item:**

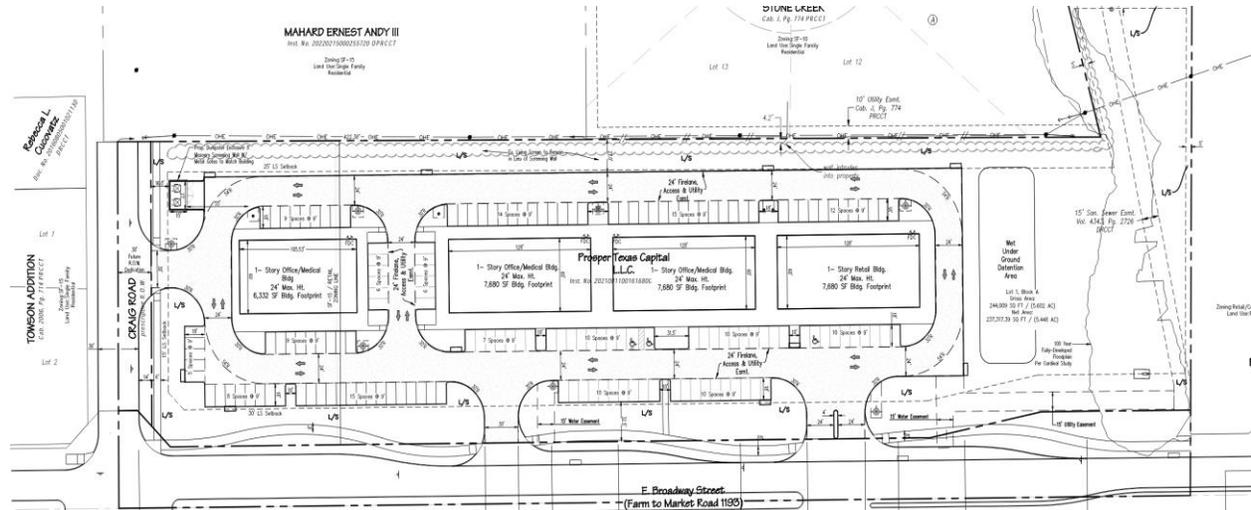
Conduct a public hearing and consider and act upon a request to rezone 5.6± acres from PD-21 and Single Family-15 (SF-15) to a new Planned Development-Office/Retail (PD-O/R) for office and retail uses, located on the west side of Preston Road north of Broadway Street. (Z22-0014).

**Description of Agenda Item:**

The zoning and land use of the surrounding properties are as follows:

	<b>Zoning</b>	<b>Current Land Use</b>	<b>Future Land Use Plan</b>
<b>Subject Property</b>	PD-21 and Single Family-15 (SF-15)	Undeveloped	Retail & Neighborhood Services District
<b>North</b>	Single Family-15 (SF-15)	Victory at Frontier	Medium Density Residential
<b>East</b>	Retail	Undeveloped	Retail & Neighborhood Services District
<b>South</b>	Planned Development-93	Office/Retail	Retail & Neighborhood Services
<b>West</b>	Single Family-15 (SF-15)	Single Family Residences	Old Town District

**Requested Zoning** – The purpose of this request is to rezone 5.6± acres from PD-21 and Single Family-15 (SF-15) to a new Planned Development-Office/Retail (PD-O/R) for office and retail uses. The current property currently allows office and retail except for the westernmost tract which is zoned Single Family-15. The applicant is proposing to rezone the entire tract to develop the property with four buildings approximately 21,692 square feet of office /medical use and 7,680 square feet of retail on the easternmost tract of land.



As shown on Exhibit D, the site provides adequate parking and stacking. Exhibit F shows a conceptual rendering of the architectural look and style of the building. The applicant has agreed to enter a development agreement regarding the building materials. Exhibit G is a conceptual landscape plan, which depicts the location of required landscaping. The landscaping meets the minimum standards of the Town's Zoning Ordinance.



Future Land Use Plan – The Future Land Use Plan recommends Retail & Neighborhood Services District for the subject property. The proposed zoning request conforms to the Future Land Use Plan.

### **Retail and Neighborhood Services**

Neighborhood services typically include retail establishments that provide merchandise for retail sale, banks, neighborhood office and small medical offices. Retail uses are particularly important because they contribute to Prosper's tax base through both property and sales taxes, making their inclusion attractive and often times competitive. Within Prosper, neighborhood service uses will likely occur at major intersections along the Dallas North Tollway, Highway 380 and Preston Road corridors. Neighborhood service uses should also be strategically placed along the Town's perimeter in order to attract patrons from neighboring communities, enhancing sales tax revenue opportunities. The majority of neighborhood service activity within Prosper will likely be included within the Dallas North Tollway, Highway 380, Town Center and Old Town districts.



Thoroughfare Plan – The property has direct access to the E. Broadway Street & Craig Road. This request conforms to the Thoroughfare Plan.

Parks Master Plan – The Parks Master Plan does not indicate a park is needed on the subject property; however, a hike and bike trail has been constructed along Preston Road.

### **Legal Obligations and Review:**

Notification was provided to neighboring property owners as required by the Zoning Ordinance and state law. To date, staff has received one Public Hearing Notice Reply Form in response to this request.

### **Attachments:**

1. Aerial and Zoning Maps
2. Proposed Exhibits
3. Public Hearing Notice Reply Form

### **Planning & Zoning Recommendation:**

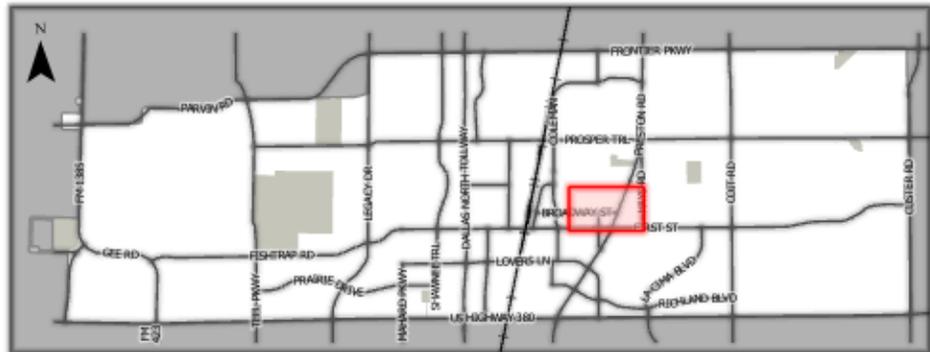
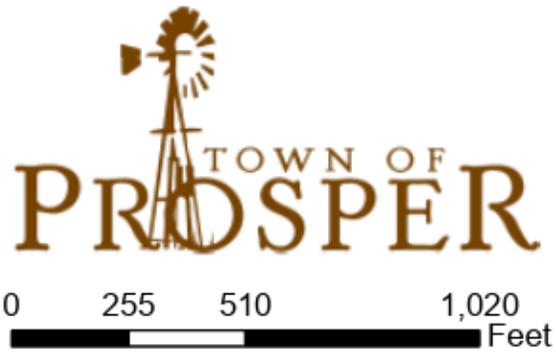
At their August 16, 2022, meeting, the Planning & Zoning Commission recommended the Town Council approve the request, by a vote of 4-0.

### **Town Staff Recommendation:**

Town staff recommends that that Town Council approve the request to rezone 5.6± acres from PD-21 and Single Family-15 (SF-15) to a new Planned Development-Office/Retail (PD-O/R) for office and retail uses, located on the west side of Preston Road north of Broadway Street.

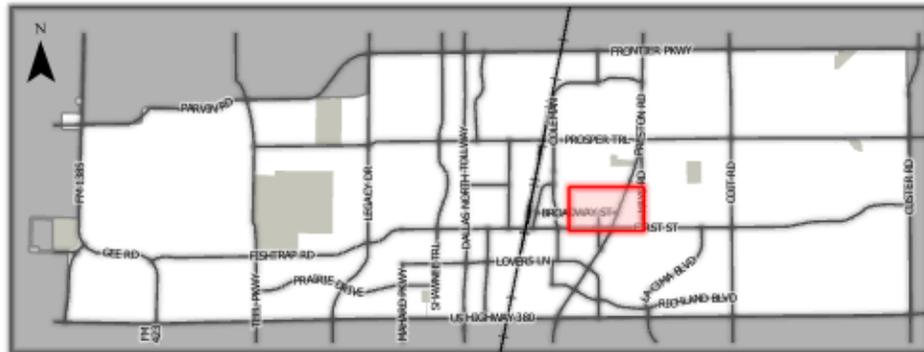
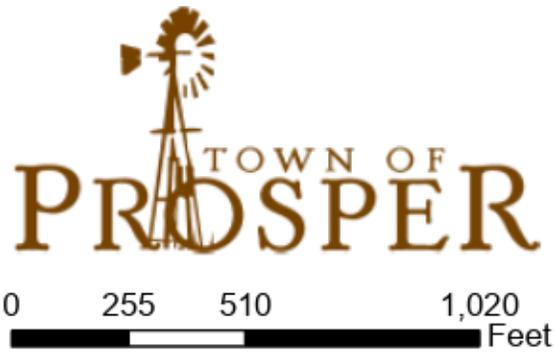
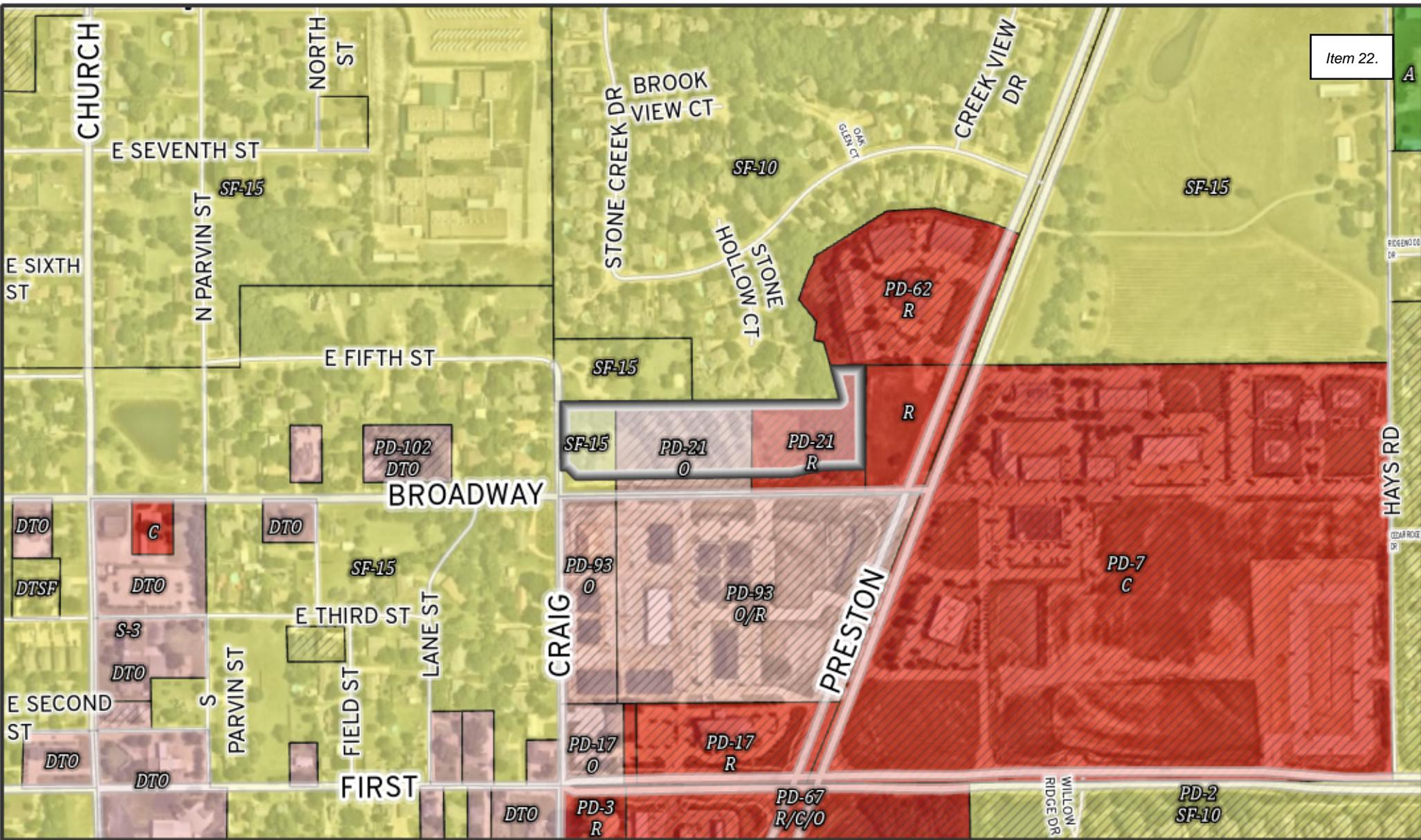
**Proposed Motion:**

I move to approve a request to rezone 5.6± acres from PD-21 and Single Family-15 (SF-15) to a new Planned Development-Office/Retail (PD-O/R) for office and retail uses, located on the west side of Preston Road north of Broadway Street.



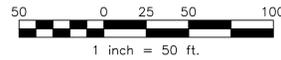
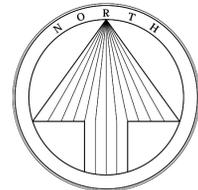
This map for illustration purposes only

Z22-0014  
Winikates North



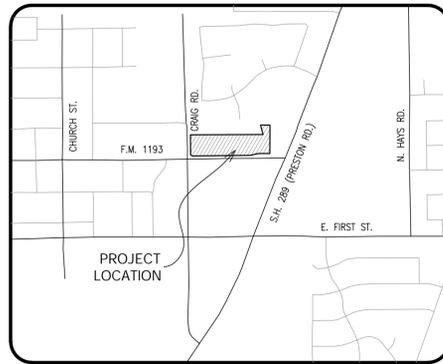
Z22-0014  
Winikates North

This map for illustration purposes only



NOTES:

- This replat was prepared without the benefit of a commitment for title insurance. No research was performed for any easements other than that shown on the record plat of this property. Therefore, easements, agreements, and other documents may exist that affect the subject property that are not shown on this replat.
- Basis of bearing derived from the State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983, (2011).
- Selling a portion of this addition by metes and bounds is a violation of City ordinance and state law and is subject to fines and withholding of utilities and building permits.
- No FEMA floodplain exists on site.



LOCATION MAP  
1" = 1000'

METES AND BOUNDS DESCRIPTION

BEING a tract of land situated in the Collin County School Land Survey, Abstract No. 147, Town of Prosper, Collin County, Texas, the subject tract being a portion of a tract conveyed to Prosper Texas Capital, LLC, according to the deed recorded in Instrument Number 20210811001616800 of the Official Public Records, Collin County, Texas (OPRCCT), with the subject tract being more particularly described as follows:

BEGINNING at a 5/8" iron rod with plastic cap found for the southeast corner of Lot 11, Block A, Stone Creek, an addition recorded in Cabinet J, Page 774, Plat Records, Collin County, Texas (PRCCT);

THENCE N 15°06'26" W, 113.76 feet along the east line thereof to a 5/8" iron rod with plastic cap found for the southwest corner of Lot 1R, Block C, Stone Creek Commercial, an addition recorded in Cabinet Q, Page 216 PRCCT;

THENCE N 89°49'34" E, 111.86 feet along the south line thereof to a 1/2" iron rod found for the remainder of a tract conveyed to Preston Commercial Properties, LLC, recorded in Document No. 20211105002279530 OPRCCT;

THENCE S 00°11'42" W, 402.73 feet along the west line of said remainder to a point on the north line of Farm to Market Road 1193, a variable width right-of-way;

THENCE S 89°22'45" W, 965.26 feet to the approximate centerline of Craig Road, a prescriptive right-of-way;

THENCE N 00°14'42" W, 299.11 feet along Craig Road to a PK nail found for the southwest corner of a tract conveyed to Mahard Ernest Andy III, recorded in Instrument No. 20220215000255720 OPRCCT;

THENCE N 89°44'49" E, 885.64 feet along the south line of said Mahard Ernest Andy III tract, passing at 422.38 feet a 1/2" iron rod found for the southwest corner of Lot 13, Block A, Stone Creek, to the POINT OF BEGINNING with the subject tract containing 296,690 square feet or 6.811 acres of land.

SURVEYOR'S CERTIFICATE

Dated this the \_\_\_\_ day of \_\_\_\_\_, 2022.

PRELIMINARY

DARREN K. BROWN, R.P.L.S. NO. 5252



darren.brown@spirengineering.com

Plotted by: nhebrink Plot Date: 7/5/2022 10:44 AM

10:42:41 AM

Drawing: C:\2021\_085\21-121 Winikates North\CAD\Winikates\_A.dwg Saved By: Nhebrink Show Time: 7/6/2022

Page 265

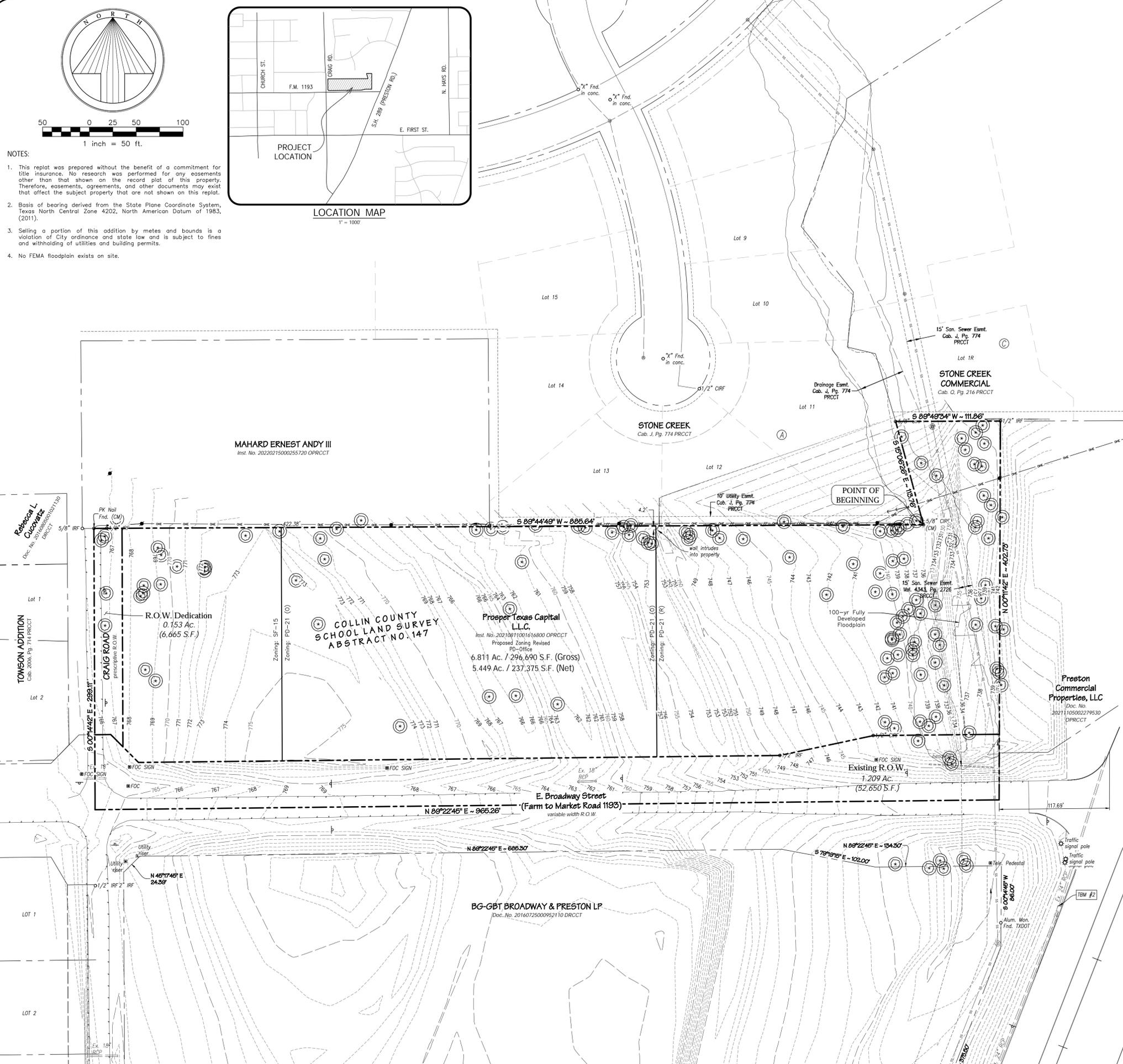


EXHIBIT A  
**WINIKATES NORTH**  
 IN THE TOWN OF PROSPER, TEXAS, COLLIN COUNTY, TEXAS  
 COLLIN COUNTY SCHOOL LAND SURVEY ABSTRACT NO. 147  
 244,009 Sq. Ft./5.602 Acres (Gross)  
 237,383 Sq. Ft./5.450 Acres (Net)

<b>ENGINEER / SURVEYOR / APPLICANT</b> Spire Engineering, Inc. 765 Custer Road, Suite 100 Plano, TX 75075 Telephone: (972) 422-0077 TBPE No. F-2121 Contact: David Bond	<b>OWNER / DEVELOPER</b> Prosper Texas Capital LLC 1225 Boynes Dr. McKinney, TX 75071-0034 Telephone: (214) 278-4804 Contact: Jason Patel
---	--

July 5<sup>th</sup>, 2022

Mr. David Soto  
Town of Prosper – Development Services  
250 W. First Street  
Prosper, Texas 75078

**RE: Winikates North PD Amendment  
Statement of Intent and Purpose**

Dear Mr. Soto:

Enclosed herewith, please find our application for a Planned Development revision associated with the proposed development at the northeast corner of Preston/Craig. The purpose of this submittal is to revise the existing PD to establish an underlying office district along the Craig Road Frontage into the existing PD district. The proposed plan calls for office and medical office developments on the western portion of the site in the existing single family zoning area, with retail occurring in the easternmost building, in accordance with the comprehensive plan and the existing Planned Development.

The developers of this site are committed to providing the community with an office/retail development that will be a credit to the Town of Prosper, and compliment the adjacent residences and we appreciate your consideration in this request.

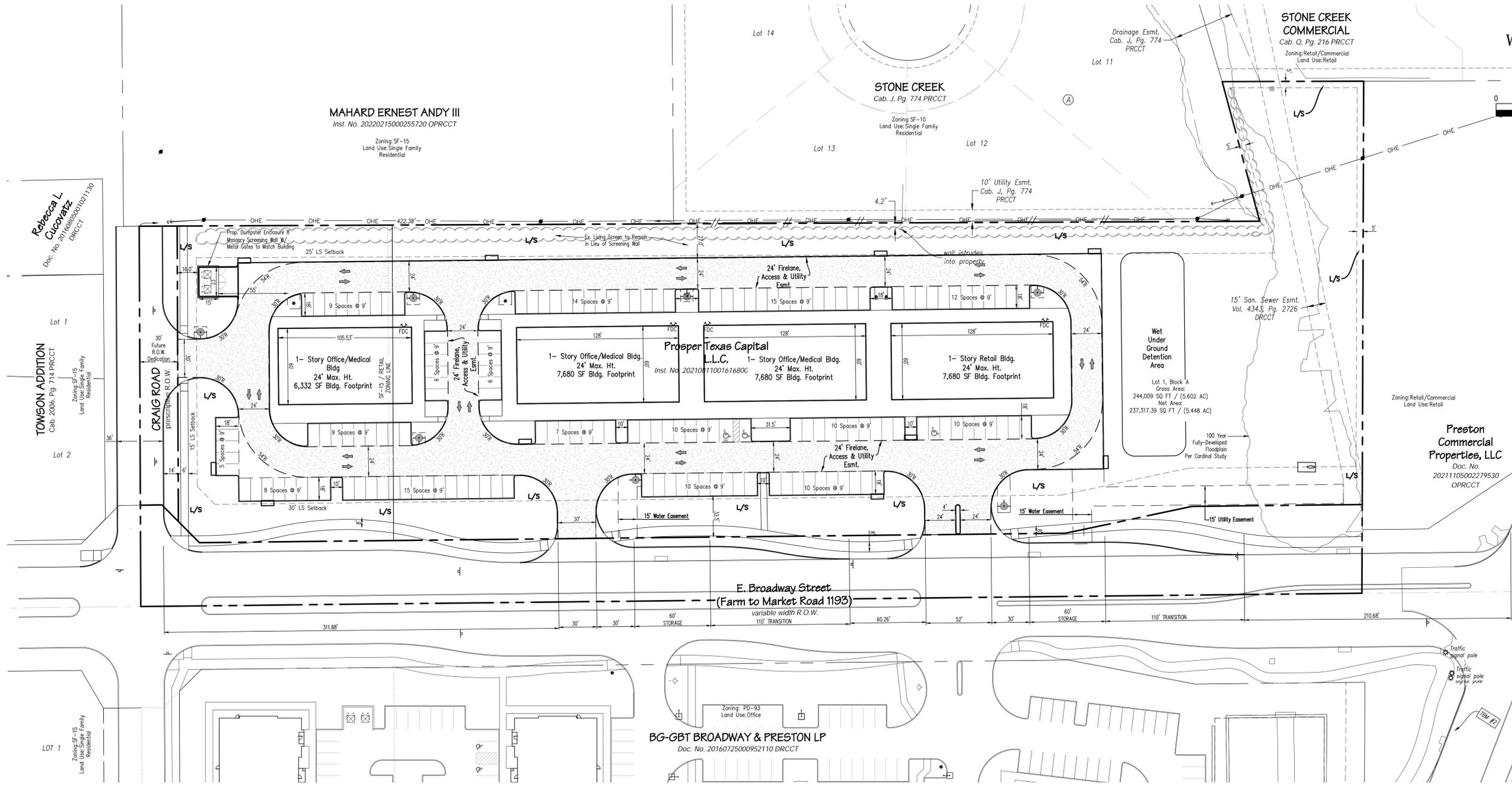
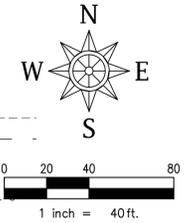
If you have any questions, please do not hesitate to contact me.

Sincerely,

**Case Z22-0014****EXHIBIT C****PLANNED DEVELOPMENT STANDARDS**

The proposed development will conform to the development standards of the Office District of the Town of Prosper's Zoning Ordinance, as it exists or may be amended, and Subdivision Ordinance, as it exists or may be amended, except as otherwise set forth in these Development Standards.

1. Except as noted below, the Tract shall develop in accordance with the Office District requirements of the Town of Prosper's Zoning Ordinance, as it exists or may be amended.
2. Development Plans
  - a) Concept Plan: The tract shall be developed in general accordance with the attached concept plan, set forth in Exhibits D.
  - b) Elevations: The tracts shall be developed in general accordance with the attached elevations, set forth in Exhibits F.
  - c) Landscape Plan: The tract shall be developed in general accordance with the attached landscape plan, set forth in Exhibit G.
3. Uses shall be permitted in accordance with the Office District exception as follows:
  - a) Retail shall be restricted to the easternmost building per exhibit D.
4. Screening:
  - a) Existing living screen to remain in lieu of Screening Wall on the northern boundary as indicated on the Exhibit G. Living screening shall be well kept and maintained.



MAHARD ERNEST ANDY III  
Inst. No. 20220215000255720 OPRCCT  
Zoning: SF-15  
Land Use: Single Family Residential

STONE CREEK  
Cab. J, Pg. 774 PRCCT  
Zoning: SF-10  
Land Use: Single Family Residential

STONE CREEK COMMERCIAL  
Cab. Q, Pg. 216 PRCCT  
Zoning: Retail/Commercial  
Land Use: Retail

Rebecca L. Cincovatz  
Doc. No. 201108080001021120  
DRCCCT

TOWNSHIP ADDITION  
Cab. 2006, Pg. 714 PRCCT  
Zoning: SF-15  
Land Use: Single Family Residential

Lot 1  
Lot 2

LOT 1  
Zoning: SF-15  
Land Use: Single Family Residential

Proper Texas Capital L.L.C.  
Inst. No. 2021081100161680C  
1- Story Office/Medical Bldg. 24' Max. Ht. 7,680 SF Bldg. Footprint

BG-BBT BROADWAY & PRESTON LP  
Doc. No. 20160725000952110 DRCCCT

Preston Commercial Properties, LLC  
Doc. No. 20211105002279530 OPRCCT

LEGEND

- 609 - EXISTING CONTOUR
1/2" IRON ROD W/ PLASTIC CAP STAMPED "SPIARSEN" SET, UNLESS OTHERWISE NOTED.
POWER POLE
LIGHT POLE/STANDARD
GUY WIRE ANCHOR
BOLLARD
SIGNPOST
OVERHEAD POWER LINE
CONTROL MONUMENT
PROPOSED FIRE HYDRANT
EXISTING FIRE HYDRANT
EXISTING LIVING SCREEN - TO REMAIN

SITE DATA

Zoning: Proposed PD
Proposed Use: Office / Medical Office / Retail
Lot Area: 5.602 Ac. (244,009 Sq. Ft.)
Building Area: 29,972 Sq. Ft. Total
Building Height: 1 Story, 24' Max.
Lot Coverage: 12.62%
Floor Area Ratio: 0.1262:1
Parking Required: 156

LOT 1, BLOCK A

Proposed PD
Office / Medical Office / Retail
5.602 Ac. (244,009 Sq. Ft.)
29,972 Sq. Ft. Total
1 Story, 24' Max.
12.62%
0.1262:1
Medical Office (1:250) 23,040 Sq. Ft = 93 Sp.
Retail (1:250) 6,332 Sq. Ft = 26 Sp.

Town of Prosper Site Plan Notes:

- 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 Regulation 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. Speedbumps/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 uniform 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 facade plan.
14. Sidewalks of not less than six (6) feet in width along thoroughfares and five (5) feet in width along collectors and 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 Comprehensive Zoning Ordinance.
19. Landscape easements must be exclusive of any other type of easement.
20. Impact fees will be assessed in accordance with the land use classification(s) identified on the Site Data Summary Table; however, changes to the proposed land use at the time CO and/or finish-out permit may result in additional impact fees and/or parking requirements.
21. The approval of a site plan shall be effective for a period of eighteen (18) months from the date of approval by the Planning & Zoning Commission, at the end of which time the applicant must have submitted and received approval of engineering plans and building permits. If the engineering plans and building permits are not approved, the site plan approval, together with any preliminary site plan for the property, is null and void.

Notes:
1. The thoroughfare alignments shown on this exhibit are for illustration purposes and does not set the alignment. The alignment is determined at time of final plat.
2. Headlight screening will be provided in accordance with Town Standards.
3. Handicap Parking Is Provided In Accordance w/ ADA Standards.
4. Site Plan Is For Informational Purposes Only. It Is Not A Construction Document.

All dimensions are to face of curb or edge of building unless otherwise noted.

Z22-0014 EXHIBIT D
WINIKATES NORTH
IN THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS
COLLIN COUNTY SCHOOL LAND SURVEY ABSTRACT NO. 147
244,009 Sq. Ft./5.602 Acres (Gross)
237,317 Sq. Ft./4.448 Acres (Net)

ENGINEER / SURVEYOR / APPLICANT: Spiers Engineering, Inc.
OWNER/DEVELOPER: Prosper Texas Capital LLC

## Exhibit E - Conceptual Development Schedule

A conceptual development schedule for the Winikates North Tract is as follows:

- September 2022 – Obtain Zoning Approval
- October 2022 – Begin Infrastructure Design and Submission
- December 2022 – Begin Infrastructure Construction
- February 2023 – Begin Building Construction
- April 2023 – Completion of infrastructure construction

**Prosper Texas Capitsl LLC**  
 1225 Baynes Drive  
 McKinney, TX 75071,0034  
 Telephone: (214) 278-4808  
 Email: j\_patel22@yahoo.com

**MEDICAL - RETAIL OFFICES**  
 WINIKATES NORTH  
 S.H. 289 PRESTON RD.  
 TOWN OF PROSPER, TEXAS

**ADR-DESIGNS-LLC**  
 TOTAL DESIGN MANAGERS  
 601 SADDLE HILL DRIVE, GRAND PRAIRIE, TX 75050  
 PH: 972-262-1333 FAX: 214-272-2987  
 E-Mail: adrdesignsllc@adrdesigns.com  
 POR: JOHN C. SARGENT

JOB NUMBER:  
 SHEET NUMBER  
**A310**

EXTERIOR FINISH SCHEDULE				
	NORTH ELEVATION	EAST ELEVATION	WEST ELEVATION	SOUTH ELEVATION
AREA				
TOTAL FAÇADE	2,264 SQ. FT. (100%)	1,258 SQ. FT. (100%)	1,258 SQ. FT. (100%)	2,264 SQ. FT. (100%)
MATERIALS EXCEPT GLAZING	2,084 SQ. FT. (91%)	1,084 SQ. FT. (86%)	1,084 SQ. FT. (86%)	2,084 SQ. FT. (91%)
• BRICK	579 SQ. FT. (20%)	480 SQ. FT. (38%)	480 SQ. FT. (38%)	811 SQ. FT. (28%)
• STONE	674 SQ. FT. (24%)	340 SQ. FT. (27%)	340 SQ. FT. (27%)	458 SQ. FT. (34%)
• CAST STONE	166 SQ. FT. (6%)	91 SQ. FT. (7%)	91 SQ. FT. (7%)	164 SQ. FT. (6%)
• ROOF SHINGLES	665 SQ. FT. (23%)	173 SQ. FT. (14%)	173 SQ. FT. (14%)	665 SQ. FT. (23%)
GLAZING/FENESTRATION	178 SQ. FT. (21%)	174 SQ. FT. (14%)	174 SQ. FT. (14%)	261 SQ. FT. (9%)

FINISH LEGEND	
	BRICK - ACME BRICK (CHURCHILL)
	BORAL PRO-FIT LEDGESTONE SOUTHWEST
	CAST STONE- COTTON WHITE (SN 1104)
	CAST STONE & PAINTED PASCIA WESTCHESTER GRAY (SN 2844)

- FAÇADE NOTES**
- THIS FAÇADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL FROM THE BUILDING INSPECTIONS DIVISION.
  - ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW. ROOFTOP MOUNTED EQUIPMENT SHALL BE SCREENED BY A PARAPET WALL OR SCREENING WALL. SCREENING WALLS SHALL BE THE SPECIFICATIONS OF THE ZONING ORDINANCE.
  - WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING.
  - ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BY THE BUILDING INSPECTIONS DIVISION.
  - WINDOWS SHALL HAVE A MAXIMUM EXTERIOR VISIBLE REFLECTIVITY OF TEN (10) PERCENT.
  - ANY DEVIATION FROM THE APPROVED FAÇADE PLAN WILL REQUIRE RE-APPROVAL BY THE TOWN OF PROSPER.



**04 NORTH ELEVATION (REAR)**  
 SCALE: 1/8"=1'-0"



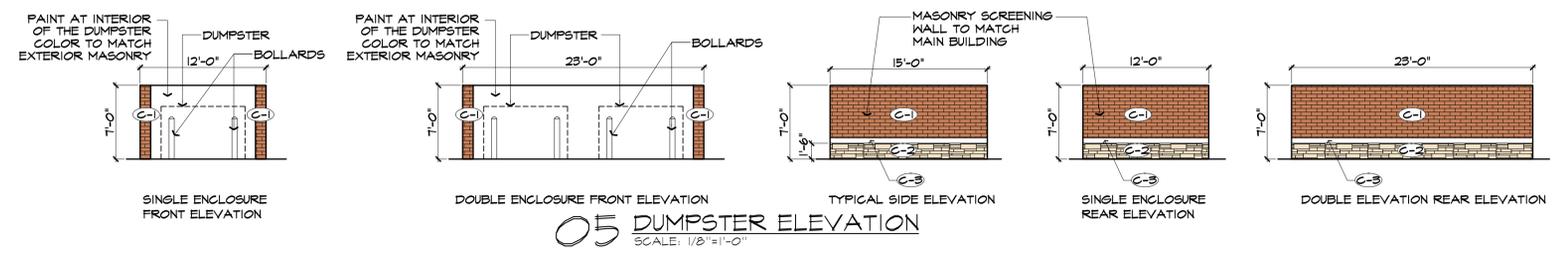
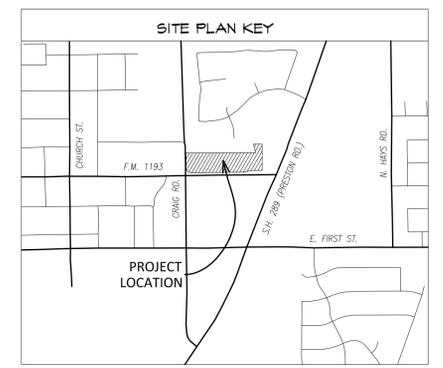
**02 EAST ELEVATION (RIGHT)**  
 SCALE: 1/8"=1'-0"



**03 WEST ELEVATION (LEFT)**  
 SCALE: 1/8"=1'-0"



**01 SOUTH ELEVATION (FRONT)**  
 SCALE: 1/8"=1'-0"



**05 DUMPSTER ELEVATION**  
 SCALE: 1/8"=1'-0"

	ACTION	
	APPROVED	DENIED
STAFF	DATE	INITIALS
STAFF	DATE	INITIALS
NEIGHBORHOOD #		

SEE THE STAFF APPROVAL LETTER OR P & Z RESULT MEMO FOR ANY CONDITIONS ASSOCIATED WITH THE APPROVAL OF THE PROJECT.

City Project No. \_\_\_\_\_

**MEDICAL - RETAIL OFFICES**  
 WINIKATES NORTH  
 S.H. 289 PRESTON RD.  
 TOWN OF PROSPER, TEXAS  
 Preparation Date: 08/11/21

OWNER  
**Prosper Texas Capitsl LLC**  
 1225 Baynes Drive  
 McKinney, TX 75071,0034  
 Telephone: (214) 278-4808  
 Email: j\_patel22@yahoo.com

APPLICANT  
**ADR-DESIGNS-LLC**  
 TOTAL DESIGN MANAGERS  
 601 SADDLE HILL DRIVE, GRAND PRAIRIE, TX 75050  
 PH: 972-262-1333 FAX: 214-272-2987  
 E-Mail: adrdesignsllc@adrdesigns.com

ENGINEER





**DEVELOPMENT SERVICES  
DEPARTMENT**  
250 W. First Street  
Prosper, TX 75078  
Phone: 972-346-3502

**REPLY FORM**

**SUBJECT:**

— Zoning Case Z22-0014: The Town of Prosper has a request to rezone 5.6+ acres from PD-21 and Single Family-15 (SF-15) to a new Planned Development-Office/Retail (PD-O/R) for office and retail uses.

**LOCATION OF SUBJECT PROPERTY:**

The property is located on the west side of Preston Road north of Coleman Street.

I **OPPOSE** the request as described in the notice of Public Hearing. If in opposition, please provide a reason for opposition.

I **DO NOT OPPOSE** the request as described in the notice of Public Hearing.

COMMENTS (ATTACH ADDITIONAL SHEETS IF NECESSARY):

*My family opposed this because at this time there are multiple empty office/retail spaces across the street. Also, we have thought for a long time it would be great to have this developed as a small park. We have shown many families taking photos there & if it were a park, this could continue. (see below)\**

Name (please print)

Signature

*Bobby Jones*

*8/21/2022*

Address *711 E. Fifth St  
P.O. Box 246*

Date

*Prosper, TX 75078*

*bwjones1@sbcglobal.net*

City, State, and Zip Code

E-mail Address

*214-502-8908*

Phone Number

*\*Also, if it were a park, it could be a memorial to a great member of the community such as a mayor or school teacher/superintendent.*



*Prosper is a place where everyone matters.*

## PLANNING

**To:** Mayor and Town Council

**From:** David Soto, Planning Manager

**Through:** Ron K. Patterson, Interim Town Manager  
Hulon T. Webb, Jr., Interim Executive Director of Development and Infrastructure Services

**Re:** Zoning Premium Garages  
Town Council Meeting – September 13, 2022

**Agenda Item:**

Conduct a public hearing and consider and act upon a request to rezone 11.3+- acres of Commercial (C) to Planned Development-Commercial (PD-C) to allow uses such as luxury office/warehouse, automobile storage, and recreational vehicle parking, located on the west side of Coleman Street, south of Prosper Trail. (Z22-0008).

**Description of Agenda Item:**

The zoning and land use of the surrounding properties are as follows:

	<b>Zoning</b>	<b>Current Land Use</b>	<b>Future Land Use Plan</b>
<b>Subject Property</b>	Commercial	Undeveloped	Retail & Neighborhood Services District
<b>North</b>	Commercial	Eagles Crossing	Retail & Neighborhood Services District
<b>East</b>	Single Family-15	Prosper ISD	Medium Density Residential
<b>South</b>	Commercial & Single Family-15	Undeveloped & Dairy Manufacturers Inc	Retail & Neighborhood Services
<b>West</b>	Planned Development-26	Undeveloped	Business Park

Requested Zoning – The purpose of this request is to rezone 11.3+- acres of Commercial (C) to Planned Development-Commercial (PD-C) to allow uses such as luxury office/warehouse, automobile storage, and recreational vehicle parking. The applicant is proposing updates to the uses, design standards, and architectural standards as mentioned below.

- a. Uses: Uses Permitted by Right
  - Automobile Storage
  - Recreational Vehicle / Truck Parking Lot or Garage (RV Parking)
  - Luxury Office / Warehouse

It is important to note that all uses shall be enclosed within a building. No open storage will be permitted.

As shown on Exhibit D, the site provides adequate parking and stacking. Exhibit F shows a conceptual rendering of the architectural look and style of the building. The applicant is proposing the office/warehouse to be primarily made of brick as shown below. All other buildings not shown on Exhibit F will be metal buildings with masonry veneer.

The applicant has agreed to enter a development agreement regarding the building materials.



Exhibit G is a conceptual landscape plan, which depicts the location of required landscaping. The landscaping meets the minimum standards of the Town's Zoning Ordinance.

Future Land Use Plan – The Future Land Use Plan recommends Retail & Neighborhood Services District for the subject property. The proposed zoning request conforms to the Future Land Use Plan.

### **Retail and Neighborhood Services**

Neighborhood services typically include retail establishments that provide merchandise for retail sale, banks, neighborhood office and small medical offices. Retail uses are particularly important because they contribute to Prosper's tax base through both property and sales taxes, making their inclusion attractive and often times competitive. Within Prosper, neighborhood service uses will likely occur at major intersections along the Dallas North Tollway, Highway 380 and Preston Road corridors. Neighborhood service uses should also be strategically placed along the Town's perimeter in order to attract patrons from neighboring communities, enhancing sales tax revenue opportunities. The majority of neighborhood service activity within Prosper will likely be included within the Dallas North Tollway, Highway 380, Town Center and Old Town districts.



Thoroughfare Plan – The property has direct access to Coleman Road. This request conforms to the Thoroughfare Plan.

Parks Master Plan – The Parks Master Plan does not indicate a park is needed on the subject property.

### **Legal Obligations and Review:**

Notification was provided to neighboring property owners as required by the Zoning Ordinance and state law. To date, staff has not received any Public Hearing Notice Reply Forms in response to this request.

### **Attachments:**

1. Aerial and Zoning Maps
2. Proposed Exhibits

### **Planning & Zoning Recommendation:**

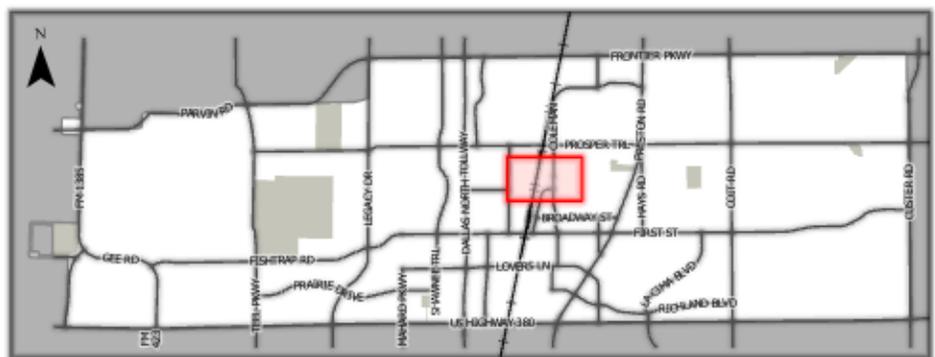
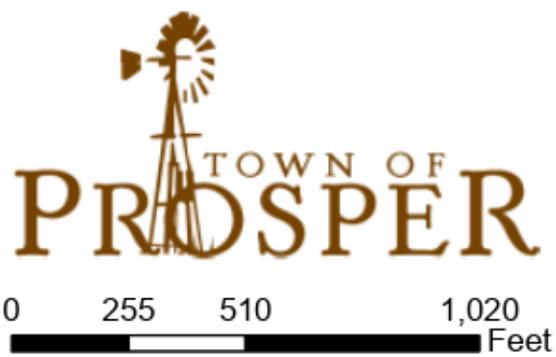
At their August 16, 2022, meeting, the Planning & Zoning Commission recommended the Town Council approve the request, by a vote of 4-0.

### **Town Staff Recommendation:**

Town staff recommends that the Town Council approve the request to rezone 11.3+- acres of Commercial (C) to Planned Development-Commercial (PD-C) to allow uses such as luxury office/warehouse, automobile storage, and recreational vehicle parking, located on the west side of Coleman Street, south of Prosper Trail.

### **Proposed Motion:**

I move to approve a request to rezone 11.3+- acres of Commercial (C) to Planned Development-Commercial (PD-C) to allow uses such as luxury office/warehouse, automobile storage, and recreational vehicle parking, located on the west side of Coleman Street, south of Prosper Trail.

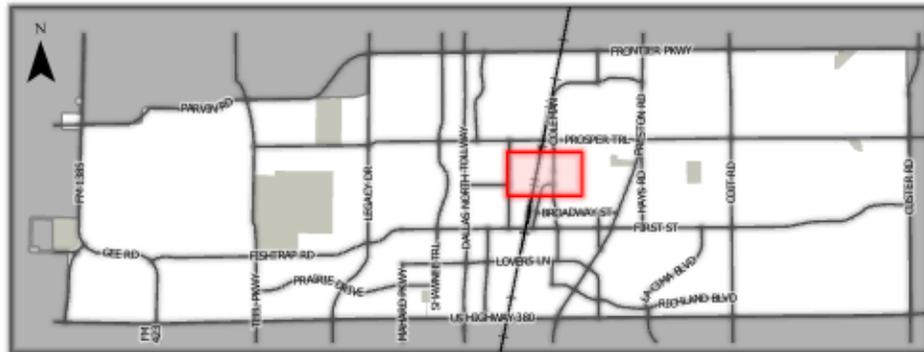
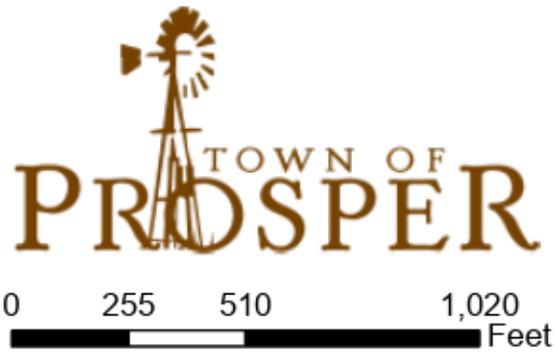
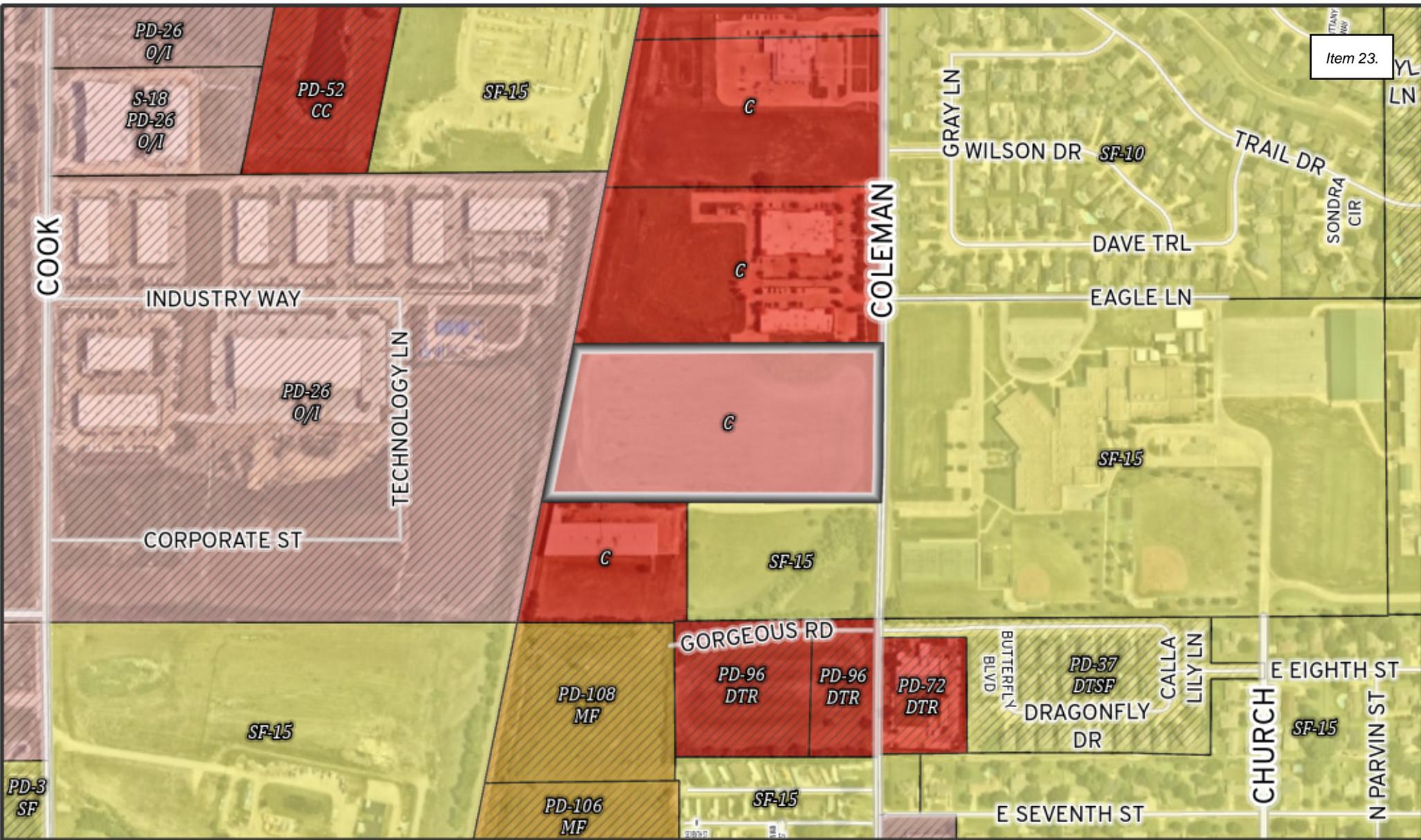


This map for illustration purposes only

Z22-0008

Premier Storage

Planned Development



This map for illustration purposes only

# Z22-0008

## Premier Storage

Planned Development

**LEGAL DESCRIPTION**

**BEING** an 11.29 acre tract of land out of the Collin County School Land Survey, Abstract Number 147, situated in the Town of Prosper, Collin County, Texas, being all of a called 11.296 acre tract of land conveyed to Coleman Street 11 Acre Partners, LLC, by deed of record in Document Number 20191007001251960 of the Official Public Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

**BEGINNING**, at a PK Nail found in Coleman Street (right-of-way varies), being the Northeast corner of a called 9.2956 acre tract of land conveyed to James E. Rowland by deed of record in Volume 3402, Page 451 of said Official Public Records, also being the Southeast corner of said 11.296 acre tract and hereof;

**THENCE**, S89°57'38"W, leaving Coleman Street, along the South line of said 11.296 acre tract, being in part, the common North line of said 9.2956 acre tract, and in part, the common North line of a called 4.00 acre tract of land conveyed to Dairy Manufacturers, Inc. by deed of record in Volume 3510, Page 179 of said Official Public Records, a distance of 1028.72 feet to a 3/8 inch iron rod found in the East right-of-way line of the Burlington Northern Santa Fe Railroad (100-foot right-of-way), being the Northwest corner of said 4.00 acre tract, also being the Southwest corner of said 11.296 acre tract and hereof;

**THENCE**, N11°24'21"E, along the East right-of-way line of said Burlington Northern Santa Fe Railroad and the common West line of said 11.296 acre tract, a distance of 509.85 feet to a 1/2 inch iron rod found at the Southwest corner of Lot 3, Block A of Eagles Crossing Addition, a subdivision of record in Volume 2011, Page 245 of the Plat Records of Collin County, Texas, being the Northwest corner of said 11.296 acre tract and hereof;

**THENCE**, N89°54'48"E, leaving the East right-of-way line of said Burlington Northern Santa Fe Railroad, along the North line of said 11.296 acre tract, being in part, the common South line of said Lot 3, and in part, the common South line of Lot 2 of said Block A, passing at a distance of 891.93 feet a 1/2 inch iron rod with red plastic cap stamped "GEER 4117" found at the Southeast corner of said Lot 2, and continuing for a total distance of 937.81 feet to a PK Nail found in Coleman Street, being the Northeast corner of said 11.296 acre tract and hereof;

**THENCE**, along Coleman Street and the East line of said 11.296 acre tract, the following two (2) courses and distances:

1. S00°16'52"W, a distance of 23.04 feet to a PK Nail found;
2. S01°10'33"W, a distance of 477.56 feet to the **POINT OF BEGINNING**, and containing an area of 11.29 acres (491,797 square feet) of land, more or less.

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a Registered Professional Land Surveyor under the laws of the State of Texas.

*Matthew Raabe*

Matthew Raabe  
R.P.L.S. # 6402 12-14-21  
Date



**EAGLE SURVEYING, LLC**  
210 S. ELM STREET  
SUITE: 104  
DENTON, TX 76201  
(940) 222-3009  
TX FIRM # 10194177

JOB NUMBER	DRAWN BY	DATE
2110.068-02	MJR	12/02/2021

**PRELIMINARY**  
 FOR REVIEW ONLY  
 Not for construction purposes.  
 CLAYMOORE ENGINEERING  
 ENGINEERING AND PLANNING CONSULTANTS  
 Engineer: **MATT MOORE**  
 P.E. No. 95813 Date: **JUNE 2022**

**PREMIUM GARAGES  
 COLEMAN STREET  
 TOWN OF PROSPER, TX**

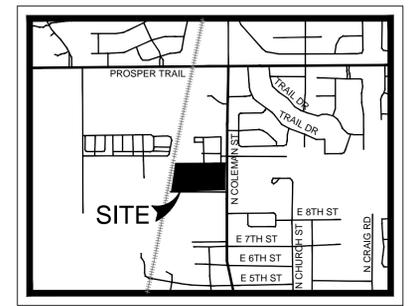
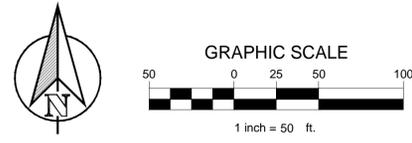
No.	DATE	REVISION	BY

**EXHIBIT A**

DESIGN: JEV  
 DRAWN: JEV  
 CHECKED: MAM  
 DATE: 7/19/2022

**EXH-A**

File No. 2021-217



**VICINITY MAP**  
 N.T.S.

**LEGAL DESCRIPTION**

**BEING** an 11.29 acre tract of land out of the Collin County School Land Survey, Abstract Number 147, situated in the Town of Prosper, Collin County, Texas, being all of a called 11.296 acre tract of land conveyed to Coleman Street 11 Acre Partners, LLC, by deed of record in Document Number 20191007001251960 of the Official Public Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

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I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a Registered Professional Land Surveyor under the laws of the State of Texas.

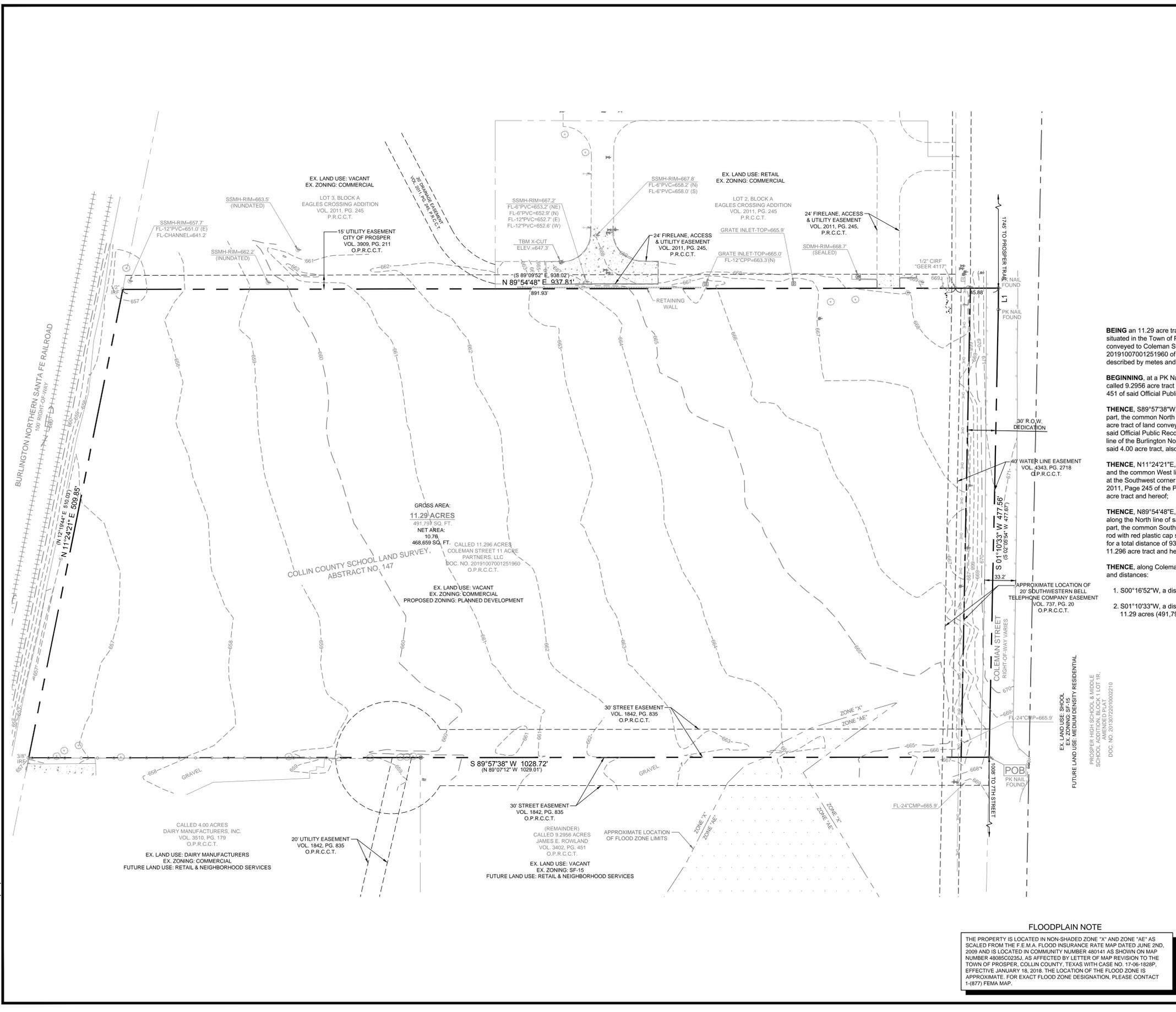
*Matthew Raabe*  
 Matthew Raabe  
 R.P.L.S. # 6402  
 Date: **12-14-21**



CASE #: 222-0008

<b>PREMIUM GARAGES</b>	
<b>EXHIBIT A</b>	
<b>DEVELOPER:</b>	
<b>APPLICANT:</b>	
NAME 000 ADDRESS CITY, ST 0000 PH: 000.000.0000	CONTACT NAME: -
<b>SURVEYOR:</b>	
EAGLE SURVEYING, LLC 210 SOUTH ELM STREET, SUITE #104 DENTON, TX 76201 PH: 940.222.3009	CONTACT NAME: MATTHEW RAABE
<b>LEGAL DESCRIPTION:</b>	
11.296 ACRE TRACT OF LAND CONVEYED TO COLEMAN STREET 11 ACRE PARTNERS, LLC BY DEED OF RECORD DOC. # 20191007001251960 OF THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS	
CITY: PROSPER	STATE: TEXAS
COUNTY: COLLIN	SURVEY: COLLIN CO SCHOOL LAND SURVEY
ABSTRACT NO. 147	

**FLOODPLAIN NOTE**  
 THE PROPERTY IS LOCATED IN NON-SHADED ZONE "X" AND ZONE "AE" AS SCALED FROM THE F.E.M.A. FLOOD INSURANCE RATE MAP DATED JUNE 2ND, 2009 AND IS LOCATED IN COMMUNITY NUMBER 480141 AS SHOWN ON MAP NUMBER 48085C0235J, AS AFFECTED BY LETTER OF MAP REVISION TO THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS WITH CASE NO. 17-06-1828P, EFFECTIVE JANUARY 18, 2016. THE LOCATION OF THE FLOOD ZONE IS APPROXIMATE. FOR EXACT FLOOD ZONE DESIGNATION, PLEASE CONTACT 1-(877) FEMA MAP.



PLOTTED BY: SANTIAGO DURAN  
 PLOT DATE: 7/19/2022 8:41 AM  
 LOCAL FILE: C:\PUBLIC\PROJECTS\2021-217 BEATY COLEMAN PROSPER\CADD\SHEETS\EXH-A EXHIBIT A.DWG  
 LAST SAVED: 4/11/2022 11:19 AM

**Prosper Coleman Maker Space / Luxury Warehouses / Artisan Suites**

**EXHIBIT B**

**Statement of Intent and Purpose**

The Intent and Purpose of the Proposed Planned Development District is to add two uses that normally require an SUP to the approved uses under the existing Commercial Zoning and to add restrictions to the additional proposed use further defined as Luxury Office / Warehouse spaces to be constructed within the Proposed Planned Development District.

**Prosper Coleman Maker Space / Luxury Warehouses / Artisan Suites**

**EXHIBIT C**

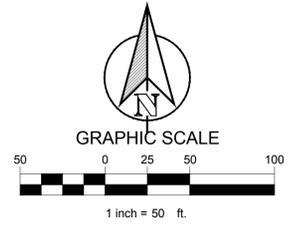
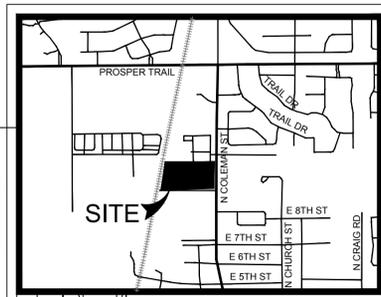
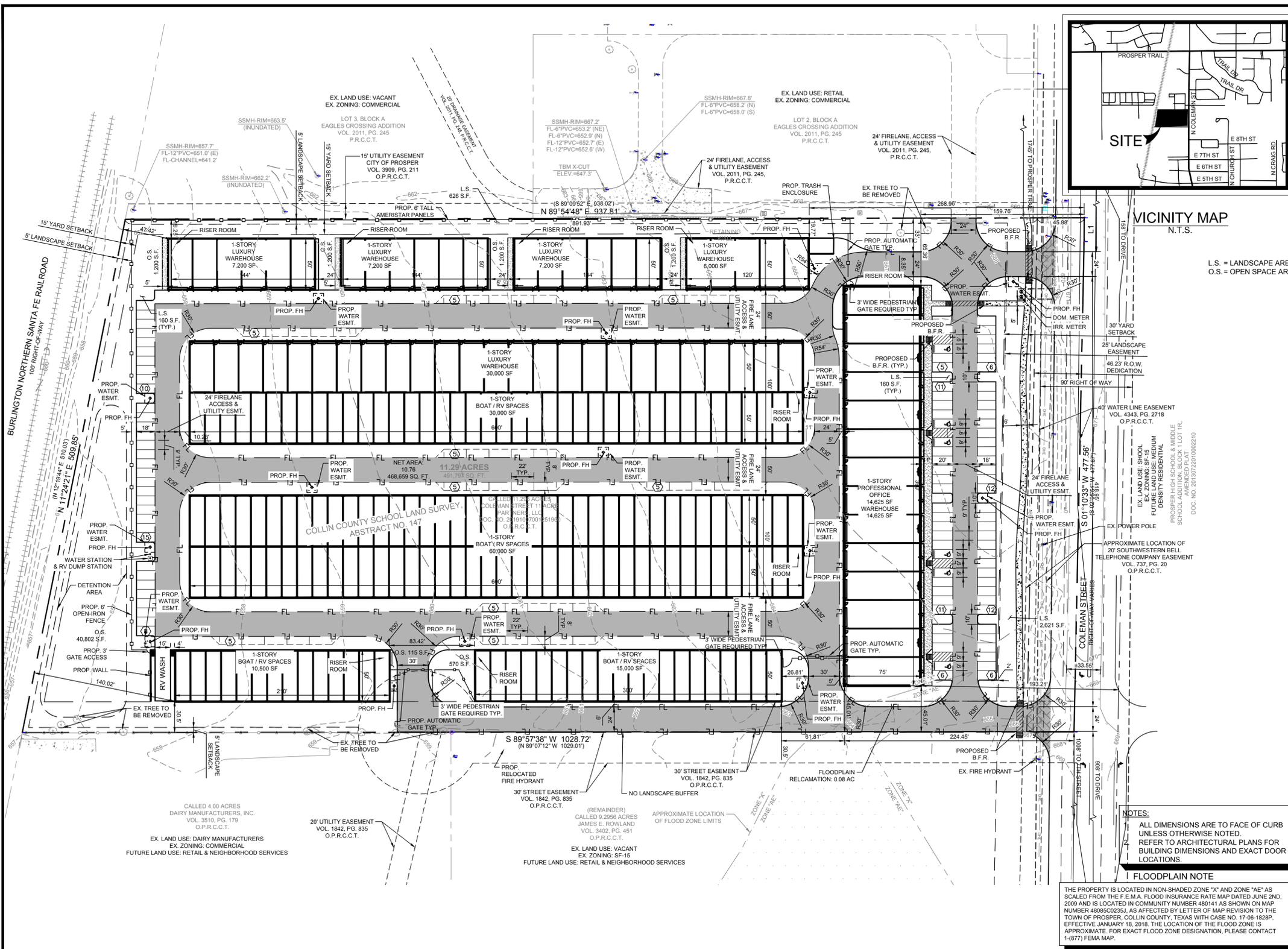
**PLANNED DEVELOPMENT STANDARDS**

The proposed development will conform to the development standards of the Commercial District of the Town of Prosper's Zoning Ordinance, as it exists or may be amended, and Subdivision Ordinance, as it exists or may be amended, except as otherwise set forth in these Development Standards.

- 1) Except as noted below, the Tract shall develop in accordance with the Commercial District requirements of the Town of Prosper's Zoning Ordinance, as it exists or may be amended.
  
- 2) Development Plans
  - a) Concept Plan: The tract shall be developed in general accordance with the attached concept plan, set forth in Exhibits D.
  - b) Elevations: The tract shall be developed in general accordance with the attached elevations, set forth in Exhibits F.
  - c) Landscape Plan: The tract shall be developed in general accordance with the attached landscape plan, set forth in Exhibit G.
  
- 3) Uses. Uses shall be permitted in accordance with the Commercial District with the following additions:
  - a) Automobile Storage
  - b) Recreational Vehicle / Truck Parking Lot or Garage (RV Parking)
  - c) Luxury Office / Warehouse to be defined as:
    - i) Individual Office / Warehouse Suites to be located within the interior of the development
    - ii) No Suite shall exceed two stories in height, and no greater than thirty feet (30.0' above final grade level.

**Prosper Coleman Maker Space / Luxury Warehouses / Artisan Suites**

- v) Roof-mounted mechanical equipment, if utilized, shall be screened in a manner such that no equipment is visible from Coleman Street.
  - vi) Luxury Office / Warehouse suites may be utilized to conduct business in the form of Personal Office uses by the Tenants. Storefront retail uses will not be permitted within the Luxury Office / Warehouse Suites and is constrained to buildings Directly facing Coleman Street and/or Buildings fronting on to the Mutual Access Easement along the southern portion of the property.
  - vii) No portion of the Property may be used for residential purposes.
- 4) Regulations:
- a) All Luxury Office / Warehouse spaces to be subject to typical Commercial Occupancy Requirements, including no overnight stays or habitation.
  - b) No further subdivision of enclosed RV Parking in to smaller Storage units to be permitted
  - c) All Buildings to be constructed of Metal with Masonry Veneers as applicable under the approved elevations and Concept Plan.
  - d) Auctions: Auctions related to the sale of private property held in Storage Units and / or Luxury Office / Warehouse Suites for the purposes of recovering unpaid units as authorized by law shall be permitted to be held on-site no more than two (2) times per calendar year subject to an application to the Town of Prosper for a Temporary Use / Special Event Permit.
  - e) No landscape setback required along Southern property line.
  - f) Automobile storage, recreational vehicle/ truck parking lot or garage (RV parking) will be enclosed within a building.



**LEGEND**

[Symbol]	FIRE LANE PER TOWN OF PROSPER STANDARDS
[Symbol]	CONCRETE PER TOWN OF PROSPER STANDARDS
[Symbol]	PROPOSED CONCRETE SIDEWALK, SEE DETAIL SHEET #####
[Symbol]	PROPOSED PUBLIC SIDEWALK PER TOWN STANDARDS
[Symbol]	PROPOSED CONCRETE CURB AND GUTTER
[Symbol]	PARKING COUNT
[Symbol]	PROPOSED FIRE LANE STRIPPING

- TOWN OF PROSPER SITE PLAN GENERAL NOTES:**
- 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/RUMPS ARE NOT PERMITTED WITHIN A FIRE LANE.
  - 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.
  - 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) 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 LANDSCAPE EASEMENTS MUST BE EXCLUSIVE OF ANY OTHER TYPE OF EASEMENT.
  - IMPACT FEES WILL BE ASSESSED IN ACCORDANCE WITH THE LAND USE CLASSIFICATION(S) IDENTIFIED ON THE SITE DATA SUMMARY TABLE. HOWEVER, CHANGES TO THE PROPOSED LAND USE AT THE TIME OF MAP FINISH-OUT PERMIT MAY RESULT IN ADDITIONAL IMPACT FEES AND/OR PARKING REQUIREMENTS.
  - ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
  - THE APPROVAL OF A SITE PLAN SHALL BE EFFECTIVE FOR A PERIOD OF EIGHTEEN (18) MONTHS FROM THE DATE OF APPROVAL BY THE PLANNING & ZONING COMMISSION, AT THE END OF WHICH TIME THE APPLICANT MUST HAVE SUBMITTED AND RECEIVED APPROVAL OF ENGINEERING PLANS AND BUILDING PERMITS. IF THE ENGINEERING PLANS AND BUILDING PERMITS ARE NOT APPROVED, THE SITE PLAN APPROVAL, TOGETHER WITH ANY PRELIMINARY SITE PLAN FOR THE PROPERTY, IS NULL AND VOID.

TEXAS REGISTRATION #14199  
**CLAY MOORE ENGINEERING**  
 1100 OBERSPARGER RD. SUITE #1  
 COLLEVILLE, TX 75004  
 PHONE: 817.281.0572  
 WWW.CLAYMOOREENGINEERING.COM

**PRELIMINARY**  
 FOR REVIEW ONLY  
 Not for construction purposes.  
**CLAYMOORE ENGINEERING**  
 ENGINEERING AND PLANNING CONSULTANT  
 Engineer: **MATT MOORE**  
 P.E. No. 95813 Date: **JUNE 2022**

**PREMIUM GARAGES  
 COLEMAN STREET  
 TOWN OF PROSPER, TX**

NO.	DATE	REVISION	BY

**NOTES:**  
 1. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.  
 2. REFER TO ARCHITECTURAL PLANS FOR BUILDING DIMENSIONS AND EXACT DOOR LOCATIONS.

**FLOODPLAIN NOTE**  
 THE PROPERTY IS LOCATED IN NON-SHADED ZONE "X" AND ZONE "AE" AS SCALED FROM THE F.E.M.A. FLOOD INSURANCE RATE MAP DATED JUNE 2ND, 2009 AND IS LOCATED IN COMMUNITY NUMBER 480141 AS SHOWN ON MAP NUMBER 480850235J, AS AFFECTED BY LETTER OF MAP REVISION TO THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS WITH CASE NO. 17-06-1828P, EFFECTIVE JANUARY 18, 2018. THE LOCATION OF THE FLOOD ZONE IS APPROXIMATE. FOR EXACT FLOOD ZONE DESIGNATION, PLEASE CONTACT 1-(877) FEMA MAP.

**PREMIUM GARAGES  
 EXHIBIT D**

<b>OWNER:</b> AMR PROSPER PREMIUM STORAGE LLC 200 CRESCENT COURT, SUITE 1820 DALLAS, TX 75201 PH: _____ CONTACT NAME: JENNA ALAME	<b>APPLICANT:</b> CLAYMOORE ENGINEERING, INC. 1903 CENTRAL DRIVE, SUITE #406 BEDFORD, TX 76021 PH: 817.281.0572 CONTACT NAME: MATT MOORE
<b>SURVEYOR:</b> EAGLE SURVEYING, LLC 210 SOUTH ELM STREET, SUITE #104 DENTON, TX 76201 PH: 940.222.3009 CONTACT NAME: MATTHEW RAABE	

<b>LEGAL DESCRIPTION:</b> 11.296 ACRE TRACT OF LAND CONVEYED TO COLEMAN STREET 11 ACRE PARTNERS, LLC BY DEED OF RECORD DOC. # 20191007001251960 OF THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS	
<b>CITY:</b> PROSPER	<b>STATE:</b> TEXAS
<b>COUNTY:</b> COLLIN	<b>SURVEY:</b> COLLIN CO SCHOOL LAND SURVEY
<b>ABSTRACT NO.:</b> 147	<b>FILE NO.:</b> 2021-217

**EXHIBIT D**

DESIGN: JEV  
 DRAWN: JEV  
 CHECKED: MAM  
 DATE: 8/9/2022

**SHEET  
 EXH-D**

**SITE DATA SUMMARY**

LOT	EX. ZONING / PROPOSED ZONING	PROPOSED USE	LOT SIZE (ACRES)	NET LOT SIZE (ACRES)	LOT SIZE (SQ. FT.)	NET LOT SIZE (SQ. FT.)	BOAT / RV SPACES BLDG. AREA	BLDG. HGT. (FT)	LOT COVERAGE				PARKING				HANDICAP SP.		TOTAL IMPERVIOUS (SQ. FT.)	LANDSCAPING		OPEN SPACE	
									REQ.	PROV.	REQ.	PROV.	REQ.	PROV.	REQ.	PROV.	REQ.	PROV.		REQ.	PROV.	REQ.	PROV.
COLEMAN STREET 11 AC PARTNERS, LLC	C / PLANNED DEVELOPMENT	BOAT & RV SPACES / LUXURY WAREHOUSE / PROFESSIONAL OFFICE	11.29	10.76	491,797	468,659	115,500	1 STORY	50% MAX	40.1%	0.5:1 MAX	0.40	4 PER COMPLEX	16	17	6	6	396,306	81%	2,295	16,568	32,806	53,757
		LUXURY WAREHOUSE BLDG. AREA				72,225																	
		PROFESSIONAL OFFICE				14,625																	
		TOTAL BLDG. AREA (SQ. FT.)				202,350																	

PLOTTED BY: BREW DONOSKY  
 PLOT DATE: 8/9/2022 10:30 AM  
 LOCATION: Z:\PROJECTS\PROJECTS\2021-217 BEATTY COLEMAN PROSPER\CADD\SHEETS\EXH-D EXHIBIT D.DWG  
 LAST SAVED: 7/27/2022 10:41 AM



## Exhibit E – Premier Storage Development Schedule

Below is an anticipated project schedule for the proposed storage development located along Coleman. This schedule is conceptual and subject to change based on permitting/entitlements. Once obtained, then the permitting approvals will start with the Town.

Zoning Submittal to Town – March 2022

Zoning Approval from Town – September 2022

Start Construction – December 2022

Construction Complete – December 2023

Thank you and please call if you have any comments or need additional information.

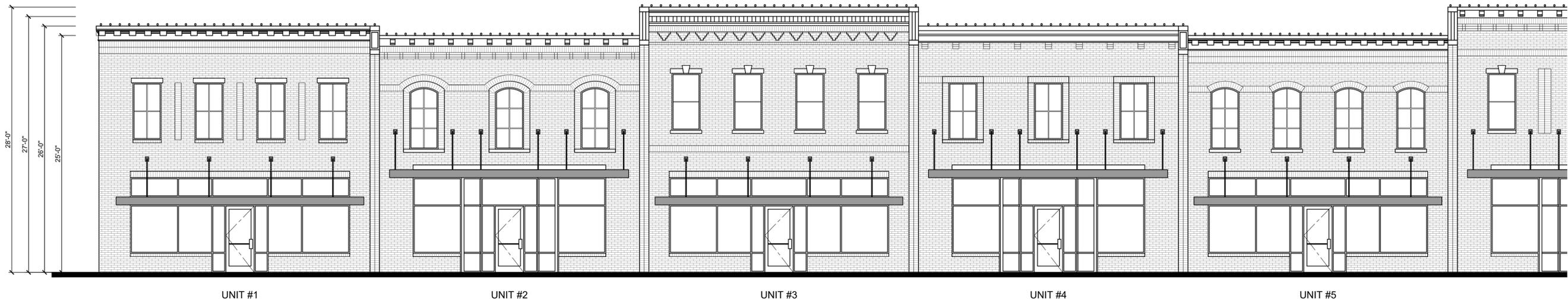
Sincerely,

A handwritten signature in black ink that reads "Drew Donosky". The signature is written in a cursive style with a large, stylized "D" at the beginning.

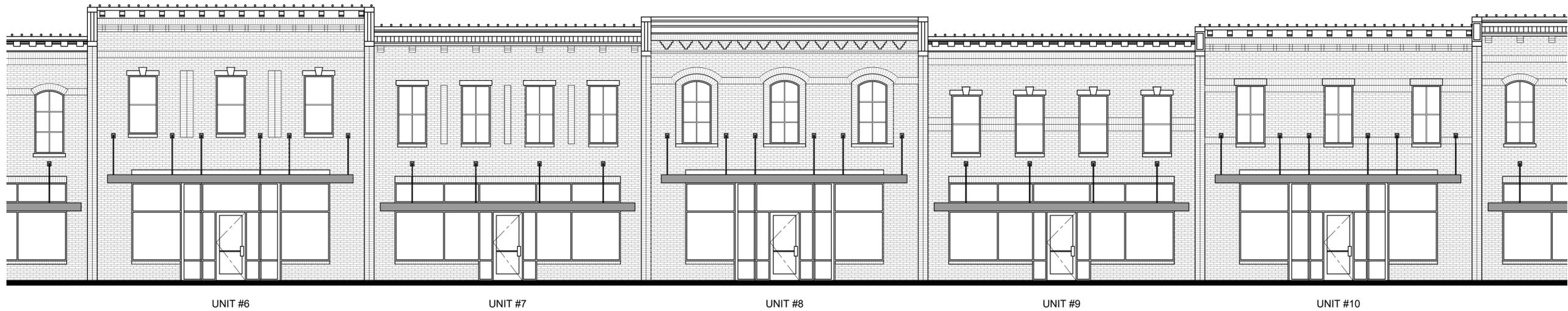
Drew Donosky, P.E.



1 LUXURY OFFICE / WAREHOUSE OVERALL STREET ELEVATION  
A1.3 1/16"=1'-0"



2 LUXURY OFFICE / WAREHOUSE 1 THRU 5 STREET ELEVATION  
A1.3 3/16"=1'-0"



3 LUXURY OFFICE / WAREHOUSE 6 THRU 10 STREET ELEVATION  
A1.3 3/16"=1'-0"

Revisions:

Project Name: AMR PREM  
Project No: 2291-000  
Date: 02/24/2022  
Drawn By: LM  
Checked By: LM

SHEET  
A1.3





*Prosper is a place where everyone matters.*

## PLANNING

**To: Mayor and Town Council**

**From: David Soto, Planning Manager**

**Through: Ron K. Patterson, Interim Town Manager  
Hulon T. Webb, Jr., Interim Executive Director of Development and Infrastructure Services**

**Re: Specific Use Permit SEC Coit & First Street.  
Town Council Meeting – September 13, 2022**

**Agenda Item:**

Conduct a public hearing and consider and act upon a request for a Specific Use Permit (SUP) for a Private Street Development, on 16.4± acres, located on the south side of First Street, east of Coit Road (S22-0008).

**Description of Agenda Item:**

The zoning and land use of the surrounding properties are as follows:

	<b>Zoning</b>	<b>Current Land Use</b>	<b>Future Land Use Plan</b>
<b>Subject Property</b>	Single Family-15	Undeveloped	Medium Density Residential
<b>North</b>	Retail (R)	Undeveloped	Retail & Neighborhood Services
<b>East</b>	Planned Development-90 – Single Family	Undeveloped	Medium Density Residential
<b>South</b>	Planned Development-87	Undeveloped (Future Community Park)	Medium Density Residential
<b>West</b>	Planned Development-10	Saint Paul Episcopal Church & School	Medium Density Residential

The Zoning Ordinance allows for a Private Street Development subject to approval of a SUP, in accordance with the Conditional Development Standards outlined in Chapter 3, Section 1.4, which is outlined below for reference.

#### New Development.

1. Non-disruption of planned public roadways or facilities/projects (thoroughfares, parks, park trails, public pedestrian pathways, etc.);
2. Non-disruption to and from properties of future developments either on-site or off-site to the proposed subdivision;
3. No negative effect on traffic circulation on public streets;
4. No impairment of access to and from public facilities including schools or parks;
5. Adequate and timely provision of essential municipal services (emergency services, water/sewer improvements or maintenance, etc.);
6. Existence of natural and/or man-made boundaries around the development (creeks, floodplain, golf courses, parks); and/or
7. Absence of a concentration of Private Street Developments in the vicinity of the requested Private Street Development.
8. And any other criteria deemed appropriate by the Town Council

In conjunction with the SUP request, the applicant is proposing two associated exhibits, as follows:

1. Exhibit A (Boundary Survey)
2. Exhibit B (Conceptual Layout) – The exhibit shows the general layout of the subdivision, including two access points to Coit Road & First Street, and the location of the proposed gated entry/exit points.

The Zoning Ordinance contains four criteria to be considered in determining the validity of a SUP request, as follows:

1. *Is the use harmonious and compatible with its surrounding existing uses or proposed uses?*
2. *Are the activities requested by the applicant normally associated with the requested use?*
3. *Is the nature of the use reasonable?*
4. *Has any impact on the surrounding area been mitigated?*

Staff believes the applicant has satisfied the noted criteria and the proposed SUP does not have any negative impacts on the surrounding properties.

Future Land Use Plan – The Future Land Use Plan recommends Medium Density Residential uses for the property. This request conforms to the Future Land Use Plan.

Thoroughfare Plan – The property has direct access to First Street, an existing four-lane divided thoroughfare, and Coit Road, an ultimate six -lane divided thoroughfare planned to be widened to a four-lane divided thoroughfare by summer 2024. This request conforms to the Thoroughfare Plan.

Parks Master Plan – The Parks Master Plan does not indicate a park is needed on the subject property.

**Legal Obligations and Review:**

Notification was provided to neighboring property owners as required by the Zoning Ordinance and state law. To date, staff has not received any Public Hearing Notice Reply Forms in response to this request.

**Attachments:**

1. Aerial and Zoning Maps
2. Proposed SUP Exhibits

**Planning & Zoning Recommendation:**

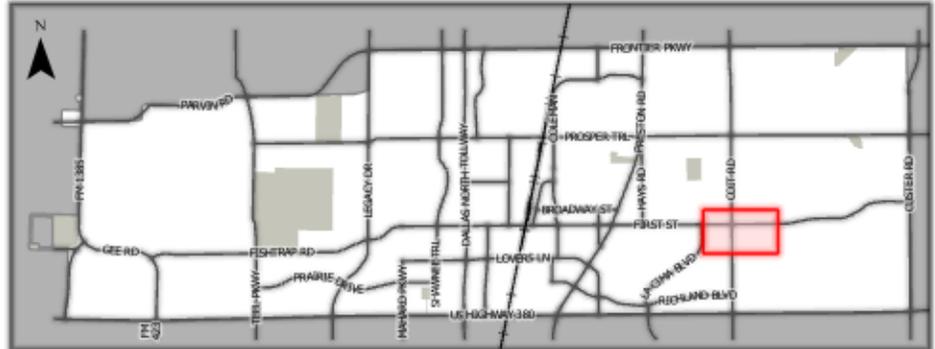
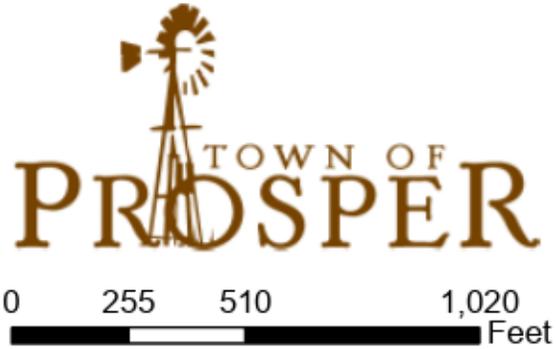
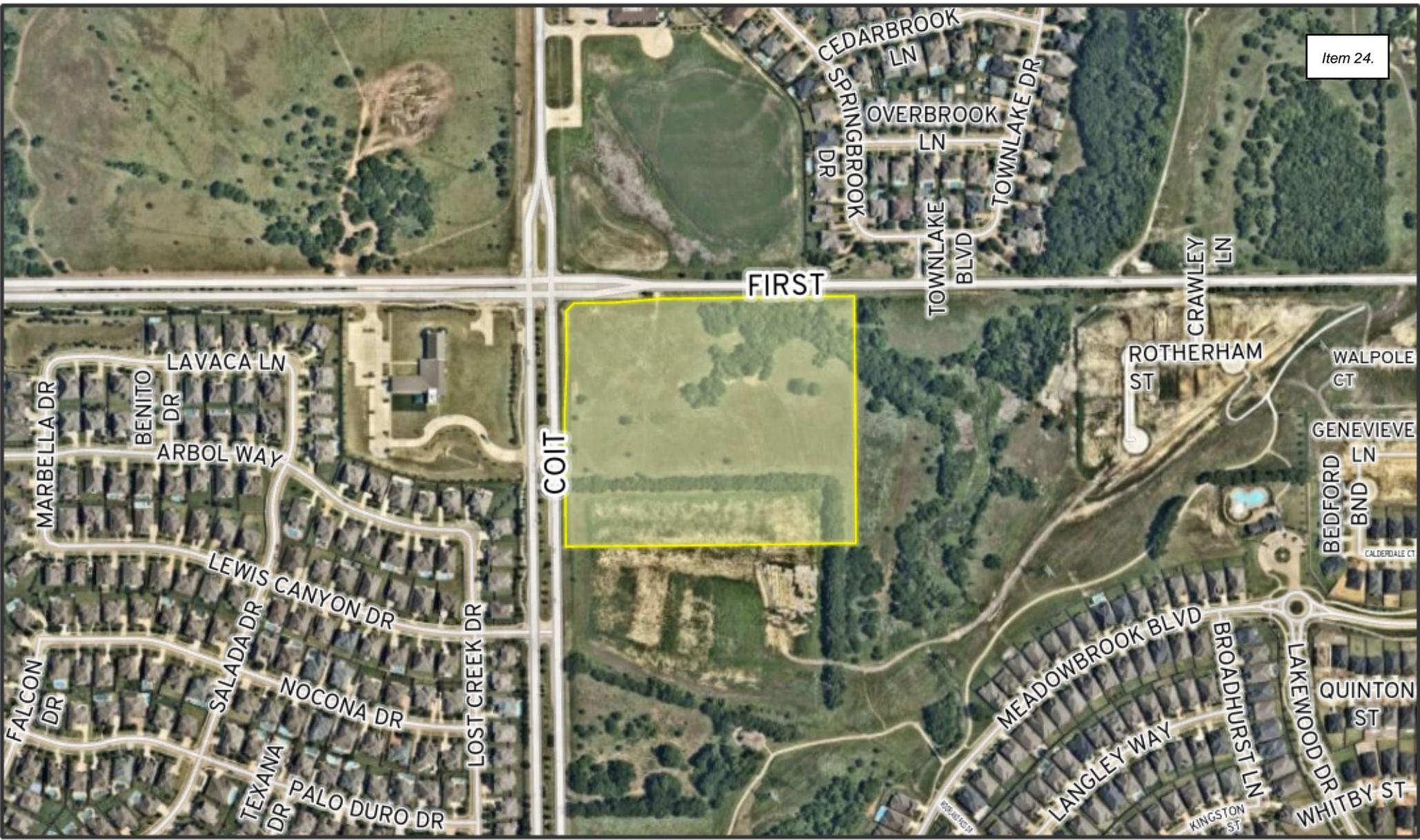
At their August 16, 2022, meeting, the Planning & Zoning Commission recommended the Town Council approve the request, by a vote of 4-0.

**Town Staff Recommendation:**

Town staff recommends that the Town Council approve the SUP request for a Private Street Development, on 16.4± acres, located on the south side of First Street, east of Coit Road.

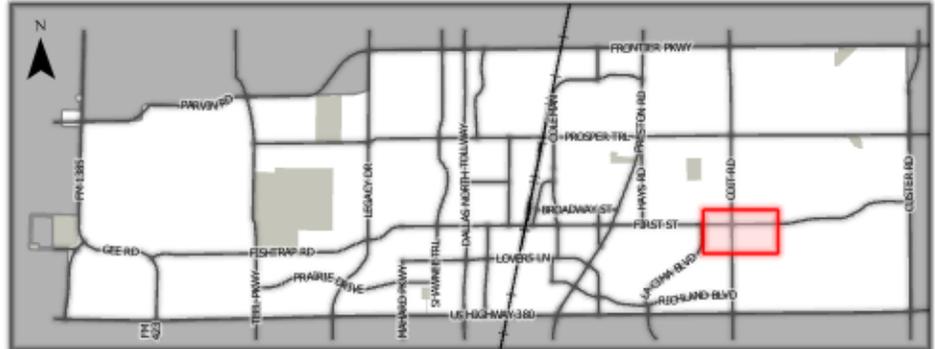
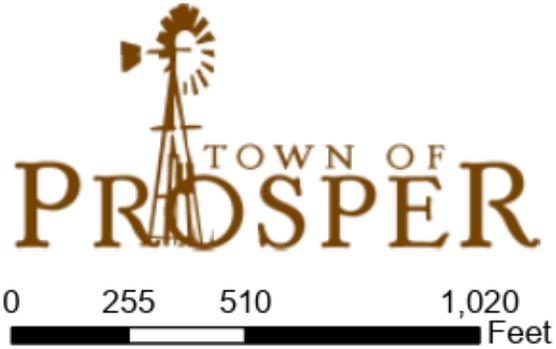
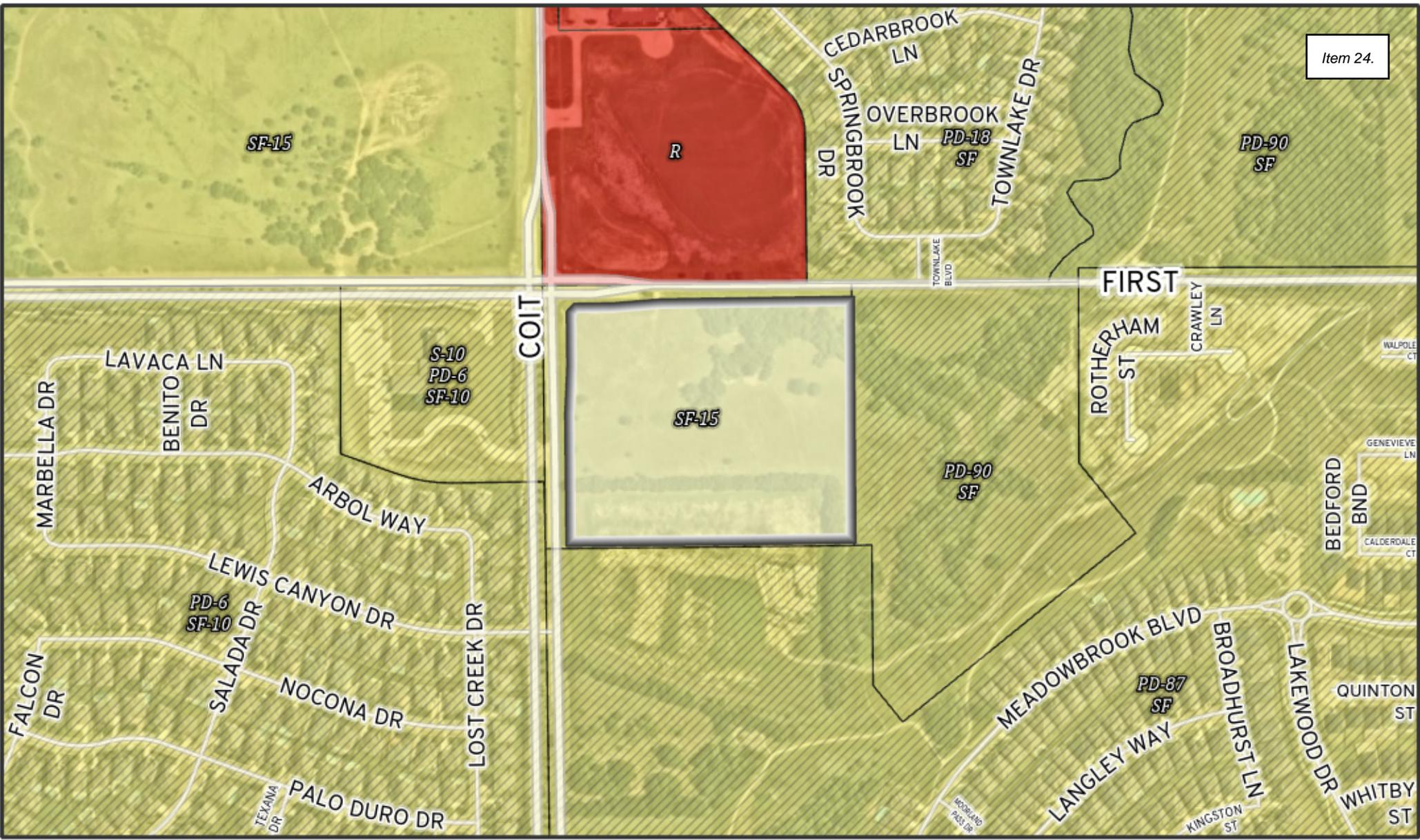
**Proposed Motion:**

I move to approve the request for a Specific Use Permit (SUP) for a Private Street Development, on 16.4± acres, located on the south side of First Street, east of Coit Road.



This map for illustration purposes only

**S22-0008**  
 SEC Coit & First St



This map for illustration purposes only

**S22-0008**  
 SEC Coit & First St



**PRELIMINARY**  
FOR REVIEW ONLY  
Not for construction purposes.  
**CLAYMOORE ENGINEERING**  
ENGINEERING AND PLANNING CONSULTANTS  
Engineer: **MATT MOORE**  
P.E. No. 95813 Date 7/29/2022

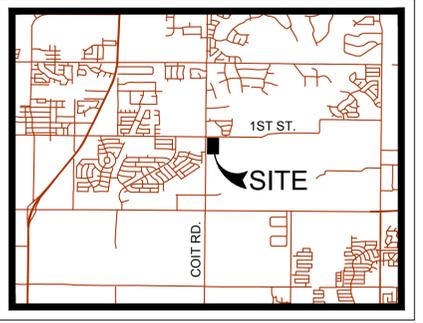
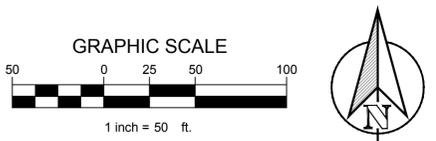
**VENKAT PROSPER**  
**1ST STREET & COIT ROAD**  
**PROSPER, TEXAS**

NO.	DATE	REVISION	BY

**EXHIBIT A**

DESIGN: ASD  
DRAWN: ASD  
CHECKED: MAM  
DATE: 08/20/2022

SHEET  
**A**  
File No. 2022-064 Page 292



**VICINITY MAP**  
N.T.S.

LEGAL DESCRIPTION

BEING A 16.41 ACRE TRACT OF LAND OUT OF THE JAMES STONE SURVEY, ABSTRACT NUMBER 847, SITUATED IN THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS, BEING ALL OF A CALLED TRACT 1 - 16.406 ACRE TRACT OF LAND CONVEYED TO EUNOMIA PROSPER, LLC BY DEED OF RECORD IN DOCUMENT NUMBER 2020071700114560 OF THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A 1/2 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED 'CORWIN ENG' FOUND IN THE EAST RIGHT-OF-WAY LINE OF COIT ROAD (RIGHT-OF-WAY VARIES), BEING THE NORTHWEST CORNER OF LOT 1, BLOCK A, LAKEWOOD PRESERVE, A SUBDIVISION OF RECORD IN DOCUMENT NUMBER 2017-482 OF SAID OFFICIAL PUBLIC RECORDS, ALSO BEING THE MOST SOUTHERLY SOUTHEAST CORNER OF A CALLED 0.7038 ACRE TRACT OF LAND CONVEYED TO TOWN OF PROSPER, TEXAS, BY DEED OF RECORD IN DOCUMENT NUMBER 2011117001247370 OF SAID OFFICIAL PUBLIC RECORDS, ALSO BEING THE SOUTHWEST CORNER OF SAID 16.406 ACRE TRACT AND HEREOF;

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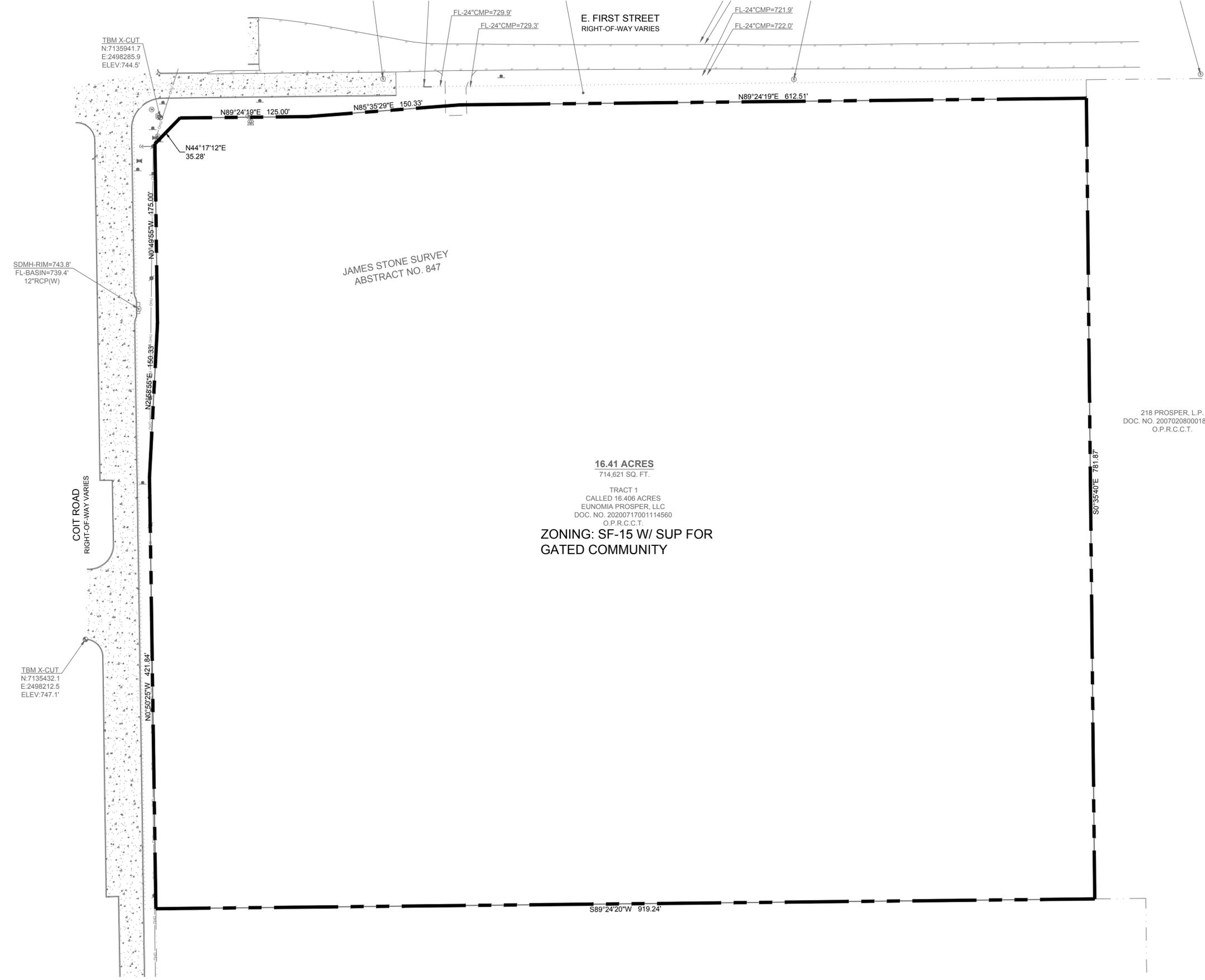
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218 PROSPER, L.P.  
DOC. NO. 20070208000184  
O.P.R.C.C.T.

**16.41 ACRES**  
714,621 SQ. FT.

TRACT 1  
CALLED 16.406 ACRES  
EUNOMIA PROSPER, LLC  
DOC. NO. 2020071700114560  
O.P.R.C.C.T.

**ZONING: SF-15 W/ SUP FOR GATED COMMUNITY**



PLOTTED BY: DREW DONOSKY  
 PLOT DATE: 7/29/2022 11:34 AM  
 LOCATION: Z:\PROJECTS\PROJECTS\2022-064 VENKAT PROSPER FIRST-COIT\CADD\SHEETS\EXHIBIT A.DWG  
 LAST SAVED: 7/18/2022 4:40 PM



PRELIMINARY FOR REVIEW ONLY Not for construction purposes. CLAYMOORE ENGINEERING ENGINEERING AND PLANNING CONSULTANTS

Engineer: MATT MOORE P.E. No. 95813 Date 7/29/2022

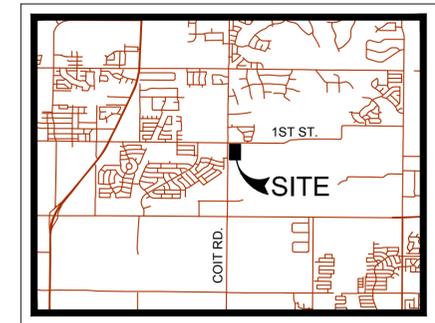
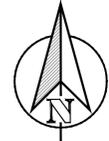
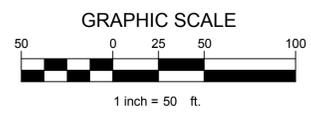
VENKAT PROSPER 1ST STREET & COIT ROAD PROSPER, TEXAS

Table with 4 columns: No., DATE, REVISION, BY

EXHIBIT B

DESIGN: ASD DRAWN: ASD CHECKED: MAM DATE: 08/20/2022

SHEET B



VICINITY MAP N.T.S. LEGAL DESCRIPTION

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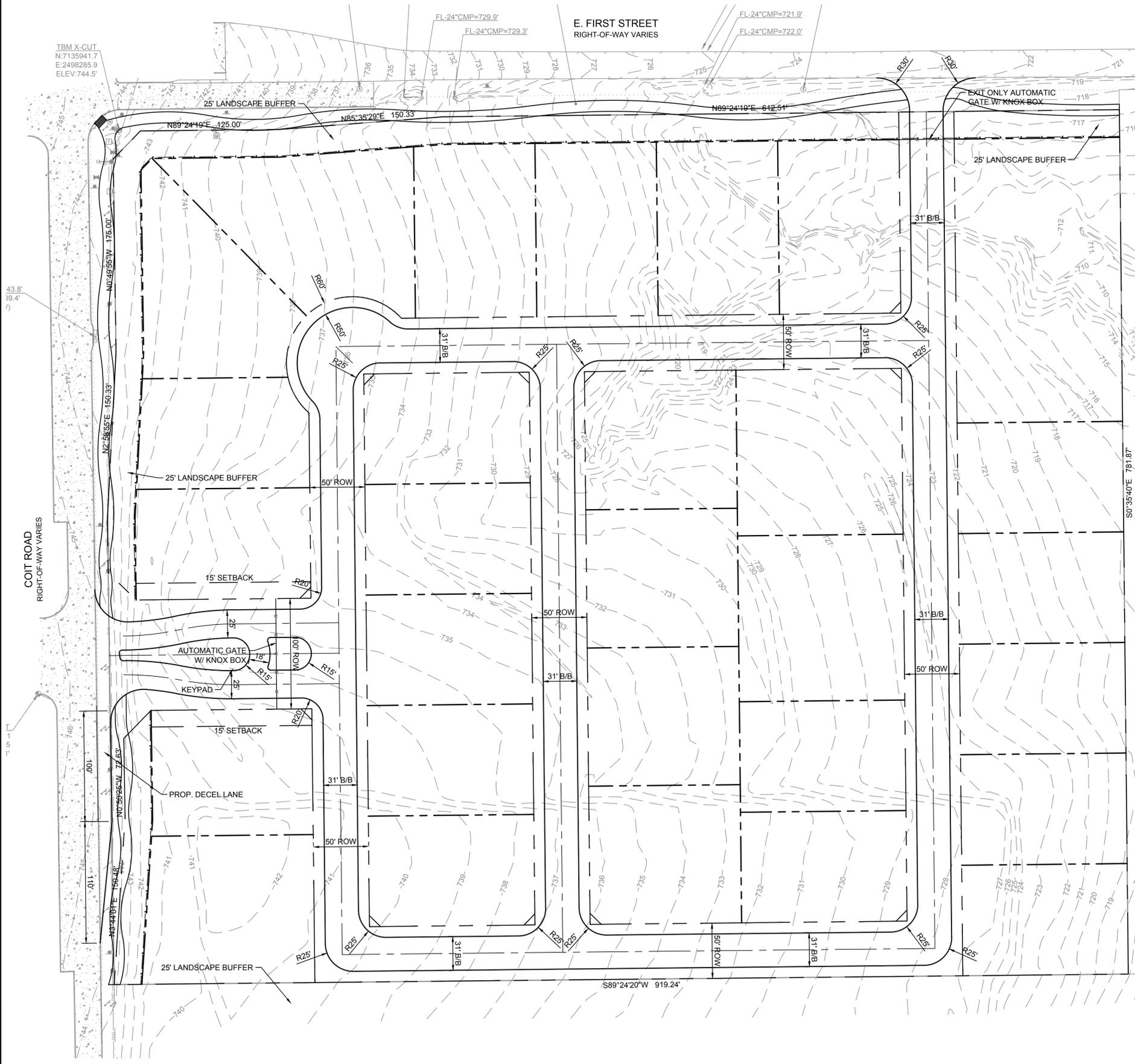
CASE #: S22-0008

Table with developer, applicant, and surveyor information for Venkat Prosper.

TOWN OF PROSPER SITE PLAN GENERAL NOTES:

- 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. TWO POINTS OF ACCESS SHALL BE MAINTAINED FOR THE PROPERTY AT ALL TIMES.
8. SPEED BUMPS/HUMPS ARE NOT PERMITTED WITHIN A FIRE LANE.
9. 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.
10. ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL.
11. ALL FENCES AND RETAINING WALLS SHALL BE SHOWN ON THE SITE PLAN AND ARE SUBJECT TO BUILDING OFFICIAL APPROVAL.
12. ALL EXTERIOR BUILDING MATERIALS ARE SUBJECT TO BUILDING OFFICIAL APPROVAL AND SHALL CONFORM TO THE APPROVED FAÇADE PLAN.
13. 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 RAMP AT ALL CURB CROSSINGS SHALL BE PROVIDED PER TOWN STANDARDS.
14. APPROVAL OF THE SITE PLAN IS NOT FINAL UNTIL ALL ENGINEERING PLANS ARE APPROVED BY THE ENGINEERING DEPARTMENT.
15. SITE PLAN APPROVAL IS REQUIRED PRIOR TO GRADING RELEASE.
16. ALL NEW ELECTRICAL LINES SHALL BE INSTALLED AND/OR RELOCATED UNDERGROUND.
17. ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW IN ACCORDANCE WITH THE ZONING ORDINANCE.
18. ALL LANDSCAPE EASEMENTS MUST BE EXCLUSIVE OF ANY OTHER TYPE OF EASEMENT.
19. IMPACT FEES WILL BE ASSESSED IN ACCORDANCE WITH THE LAND USE CLASSIFICATION(S) IDENTIFIED ON THE SITE DATA SUMMARY TABLE; HOWEVER, CHANGES TO THE PROPOSED LAND USE AT THE TIME CO AND/OR FINISH-OUT PERMIT MAY RESULT IN ADDITIONAL IMPACT FEES AND/OR PARKING REQUIREMENTS.
20. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
21. THE APPROVAL OF A SITE PLAN SHALL BE EFFECTIVE FOR A PERIOD OF EIGHTEEN (18) MONTHS FROM THE DATE OF APPROVAL BY THE PLANNING & ZONING COMMISSION, AT THE END OF WHICH TIME THE APPLICANT MUST HAVE SUBMITTED AND RECEIVED APPROVAL OF ENGINEERING PLANS AND BUILDING PERMITS. IF THE ENGINEERING PLANS AND BUILDING PERMITS ARE NOT APPROVED, THE SITE PLAN APPROVAL, TOGETHER WITH ANY PRELIMINARY SITE PLAN FOR THE PROPERTY, IS NULL AND VOID.

NOTES: 1. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED. 2. REFER TO ARCHITECTURAL PLANS FOR BUILDING DIMENSIONS AND EXACT DOOR LOCATIONS.



VERTICAL TEXT on the left side of the page containing project details and dates.

PLOTTED BY: DREW DONOSKY PLOT DATE: 7/29/2022 11:34 AM LOCATION: Z:\PROJECTS\PROJECTS\2022-064 VENKAT PROSPER FIRST-COIT\CADD\SHEETS\EXHIBIT D.DWG LAST SAVED: 7/18/2022 4:40 PM



## FINANCE

**To: Mayor and Town Council**

**From: Robert B. Scott, Executive Director of Administrative Services**

**Through: Ron K. Patterson, Interim Town Manager**

**Re: FY 2022-2023 Budget**

**Town Council Meeting – September 13, 2022**

### **Agenda Item:**

Consider and act upon an ordinance adopting the Fiscal Year (FY) 2022-2023 Annual Budget and Capital Improvement Program for the fiscal year beginning October 1, 2022 and ending September 30, 2023.

### **Description of Agenda Item:**

Approval of this item will appropriate funds for the FY 2022-2023 Budget and Capital Improvement Program. Prior to this meeting, the Town published required notices, held a public hearing that included staff presentations about the budget, 2022 tax rate, and gave interested taxpayers the opportunity to be heard by the Town Council.

During the 2007 Texas legislative session, House Bill 3195 was passed, amending section 102.007 of the Local Government Code. Subsection C was added to state that adoption of a budget that requires raising more revenue from property taxes than in the previous year requires a separate vote of the governing body to ratify the property tax increase reflected in the budget. A vote under this subsection is in addition to, and separate from, the vote to adopt the budget or a vote to set the tax rate as required by Chapter 26 of the Tax Code.

The FY 2022-2023 Proposed Budget raises more in property tax revenues than in the previous year. Below is a comparison of the FY 2022 Amended Budget and the FY 2023 Proposed Budget:

<b>Fund</b>	<b>FY 2022 Amended Budget</b>	<b>FY 2023 Proposed Budget (9/13/2022)</b>	<b>\$ Change</b>	<b>% Change</b>
General	\$46,277,591	\$51,833,412	\$5,555,821	12.0%
Debt Service	\$13,081,052	\$12,911,163	(\$169,889)	(1.3%)
Impact Fee Funds	\$22,788,614	\$18,400,250	(\$4,388,364)	(19.3%)
Utility Funds	\$35,138,535	\$38,385,232	\$3,246,697	9.2%
Special Revenue Funds	\$9,854,155	\$8,765,509	(\$1,088,646)	(11.0%)
Internal Service Funds	\$5,087,555	\$6,149,571	\$1,062,016	20.9%
<b>Total</b>	<b>\$132,227,502</b>	<b>\$136,445,137</b>	<b>\$4,217,635</b>	<b>3.2%</b>

The Town of Prosper FY 2022-2023 Annual Budget addresses increased service levels to Town residents in response to continued growth. The proposed budget also provides essential or money-saving capital investments in infrastructure and other public improvements, as well as additional public safety resources. The growth in the value of the Town's tax base is strong, and the Town's reputation as a quality community is spreading. Notwithstanding the Town's current and future growth potential and general optimism, this budget has been prepared with conservative revenue and expenditure assumptions in mind.

The table below displays the proposed changes to individual fund budgets from the August 9th, presented budget.

<b>Fund Name</b>	<b>8/9/2022</b>	<b>9/13/2022</b>	<b>\$ Change</b>
General Fund – Discretionary Packet Requests	\$10,326,595	\$5,796,110	(\$4,530,485)
General Fund – Transfer to Dedicated Capital Fund	\$3,250,000	\$7,780,485	\$4,530,485

Town staff has prepared the FY 2022-2023 Proposed Capital Improvement Program (CIP) for adoption by the Town Council. This program includes budgeted capital projects for the 2022-2023 fiscal year and major planned capital projects to 2032. The projects for FY 2022-2023 are as follows:

<b>STREET PROJECTS</b>	
Project Name	Funding
First St (DNT – Coleman)	\$16,775,000
Fishtrap (Teel – Gee Road)	\$6,025,000
Coit Road (First – Frontier) – 4 Lanes	\$800,000
Coleman (Gorgeous – Prosper Trail) – 4 Lanes	\$350,000
Coleman (Prosper Trail – Talon) 2 SB Lanes	\$345,000
Preston Rd/First St Dual Left Turns	\$800,000
Preston Rd/Prosper Trail Dual Left Turns	\$800,000
Coit Road/US 380 SB Dual Left Turns	\$300,000
Parvin Road (FM 1385 – Legacy)	\$800,000
Gorgeous (McKinley – Coleman)	\$500,000
Impact Fee Analysis	\$300,000
Median Lighting US 380 (Mahard – Lovers Lane)	\$300,000
Traffic Signal – FM 2478 (Custer Rd) & First Street (TxDOT)	\$500,000
<b>TOTAL STREETS PROJECTS:</b>	<b>\$ 28,595,000</b>

<b>PARK PROJECTS</b>	
Project Name	Funding
Windsong Park #3	\$750,000
Star Trail Hike & Bike Trail (Multiple Phases)	\$200,000
US 380 Green Ribbon Landscaping/Irrigation (Lovers- Mahard)	\$1,500,000
Westside Waterline Trail Connection	\$800,000
<b>TOTAL PARK PROJECTS:</b>	<b>\$ 3,250,000</b>

<b>FACILITY PROJECTS</b>	
Project Name	Funding
Fire Station No.4 (Design)	\$23,380
Fire Station No.4 (Other Development Costs)	\$601,620
Fire Station No. 4 (Construction)	\$6,000,000
Fire Station No. 4 (FF&E)	\$775,000
<b>TOTAL FACILITY PROJECTS:</b>	<b>\$ 7,400,000</b>

<b>WATER PROJECTS</b>	
Project Name	Funding
LPP Water Line Phase 2A	\$3,600,000
FM 1461 12-inch Water Line	\$3,000,000
DNT (PT-Frontier), Frontier (DNT-PISD Stadium) 12-inch Water Line	\$4,500,000
<b>TOTAL WATER PROJECTS:</b>	<b>\$ 11,100,000</b>

<b>WASTEWATER PROJECTS</b>	
Project Name	Funding
Doe Branch Parallel Interceptor	\$3,500,000
Upper Doe Branch WW Line (Teel- PISD Stadium)	\$4,050,000
Wilson Creek WW Line	\$400,000
<b>TOTAL WASTEWATER PROJECTS:</b>	<b>\$ 7,950,000</b>

**Legal Obligations and Review:**

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

**Attached Documents:**

1. Ordinance
2. Ordinance Exhibit A – FY 2022-2023 Proposed Budget Summary
3. Ordinance Exhibit B – CIP Summary

**Town Staff Recommendation:**

Town staff recommends that the Town Council approve an ordinance adopting the Fiscal Year 2022-2023 Annual Budget and Capital Improvement Program for the fiscal year beginning October 1, 2022, and ending September 30, 2023, as proposed.

**This item requires a record vote.**

**Proposed Motion:**

I move to approve an ordinance adopting the fiscal year (FY) 2022-2023 Annual Budget and Capital Improvement Program for the fiscal year beginning October 1, 2022 and ending September 30, 2023, as proposed.

TOWN OF PROSPER, TEXAS

ORDINANCE NO. 2022-\_\_\_\_

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ADOPTING THE FISCAL YEAR 2022-2023 ANNUAL BUDGET AND CAPITAL IMPROVEMENT PROGRAM FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023, FOR THE TOWN OF PROSPER, TEXAS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Annual Budget for the Town of Prosper, Texas, was prepared by the Interim Town Manager and presented to the Town Council on August 9, 2022, in accordance with the Town Charter of the Town of Prosper, Texas; and

**WHEREAS**, the proposed annual budget document was posted on the Town's Internet website and also made available for public review; and

**WHEREAS**, a Notice of a Public Hearing concerning the proposed Annual Town Budget was published as required by state law and said Public Hearing thereon was held by the Town Council on August 23, 2022; and

**WHEREAS**, following the Public Hearing, and upon careful review of the proposed Fiscal Year 2022-2023 Annual Budget, it is deemed to be in the best financial interests of the citizens of the Town of Prosper, Texas, that the Town Council approve said budget as presented by the Interim Town Manager; and

**WHEREAS**, in conjunction with the adoption of the Annual Town Budget, the Town also wishes to adopt its recommended Fiscal Year 2022-2023 additions to the Capital Improvement Program which includes projected revenues and capital projects added for Fiscal Year 2022-2023 and a multi-year projection of future revenues and addition future year projects, as more fully described in said Capital Improvement Program.

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

#### **SECTION 1**

The above findings are hereby found to be true and correct and are incorporated herein in their entirety.

#### **SECTION 2**

The official budget for the Town of Prosper, Texas, for the fiscal year beginning October 1, 2022, and ending September 30, 2023, is hereby adopted by the Town Council of the Town of Prosper, Texas, and the Town Secretary is directed to keep and maintain a copy of such official budget on file in the office of the Town Secretary and, upon request, make same available to the citizens and the general public.

#### **SECTION 3**

The sums specified in Exhibit A are hereby appropriated from the respective funds for the payment of expenditures on behalf of the Town government as established in the approved budget document.

**SECTION 4**

The Town Council hereby adopts the Fiscal Year 2022-2023 Capital Improvement Program, which is attached hereto as Exhibit B and fully incorporated by reference.

**SECTION 5**

Should any part, portion, section, or part of a section of this Ordinance be declared invalid, or inoperative, or void for any reason by a court of competent jurisdiction, such decision, opinion, or judgment shall in no way affect the remaining provisions, parts, sections, or parts of sections of this Ordinance, which provisions shall be, remain, and continue to be in full force and effect.

**SECTION 6**

All ordinances and appropriations for which provisions have heretofore been made are hereby expressly repealed if in conflict with the provisions of this Ordinance.

**SECTION 7**

In accordance with state law and the Town’s Code of Ordinances, proper Notice of Public Hearing was provided for said Ordinance to be considered and passed, and this Ordinance shall take effect and be in full force and effect from and after its final passage.

**SECTION 8**

Specific authority is hereby given to the Town Manager to transfer appropriations budgeted from one account classification or activity to another within any individual department or activity.

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, BY A VOTE OF \_\_\_ TO \_\_\_ ON THIS THE 13TH DAY OF SEPTEMBER, 2022.**

**APPROVED:**

\_\_\_\_\_  
**David F. Bristol, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Michelle Lewis Sirianni, Town Secretary**

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
**Terrence S. Welch, Town Attorney**

**EXHIBIT A**

**EXHIBIT B**

EXHIBIT A

		PROPOSED BUDGET 2022-2023			
		AMENDED BUDGET 2021-2022	AS ORIGINALLY TRANSMITTED	CHANGES	FINAL PROPOSED
GENERAL FUND	Administration	\$ 8,620,395	\$ 9,567,334	\$ (226,327)	\$ 9,341,007
	Police Services	6,789,149	8,490,801	(1,855,681)	6,635,120
	Fire Services	10,801,074	10,176,062	(185,341)	9,990,721
	Public Works	4,287,649	4,831,918	(695,180)	4,136,738
	Community Services	6,953,096	7,963,001	(788,555)	7,174,446
	Development Services	4,589,655	4,519,435	(345,865)	4,173,570
	Engineering	4,236,573	3,034,861	(433,536)	2,601,325
	Transfer to Dedicated Cap	-	3,250,000	4,530,485	7,780,485
	General Fund Total	\$ 46,277,591	\$ 51,833,412	\$ -	\$ 51,833,412
WATER/SEWER FUND	Administration	\$ 3,112,981	\$ 1,384,376	\$ -	\$ 1,384,376
	Debt Service	6,331,768	4,354,465	-	4,354,465
	Water Purchases	7,701,317	9,605,940	-	9,605,940
	Public Works	16,030,191	15,459,250	-	15,459,250
	Transfers Out		2,877,339		2,877,339
	Water/Sewer Total	\$ 33,176,257	\$ 33,681,370	\$ -	\$ 33,681,370
DEBT SERVICE (I&S)		\$ 13,081,052	\$ 12,911,163	\$ -	\$ 12,911,163
TIRZ # 1		2,376,368	3,096,671	-	3,096,671
TIRZ # 2		162,428	40,673	-	40,673
CRIME CONTROL AND PREVENTION SPECIAL PURPOSE DISTRICT		2,078,358	2,713,065	-	2,713,065
FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES SPECIAL PURPOSE DISTRICT		2,099,095	2,685,042	-	2,685,042
PARK DEDICATION/IMPROVEMENT		2,862,502	100,000	-	100,000
IMPACT FEES		22,788,614	18,400,250	-	18,400,250
SPECIAL REVENUE		275,404	130,058	-	130,058
STORM DRAINAGE		1,962,278	795,662	-	795,662
SOLID WASTE		-	3,908,200	-	3,908,200
VERF		1,035,541	1,218,206	-	1,218,206
HEALTH INSURANCE TRUST		4,052,014	4,931,365	-	4,931,365
	Other Funds Total	\$ 52,773,654	\$ 50,930,355	\$ -	\$ 50,930,355
	GRAND TOTAL	\$ 132,227,502	\$ 136,445,137	\$ -	\$ 136,445,137

Unspent project funds for Capital Projects, Park Improvement and Dedication Fees, and Impact Fees as of September 30, 2022, will automatically be re-apportioned to their respective projects for FY 2022-2023. Funds encumbered for the VERF will also be re-apportioned for FY 2022-2023.

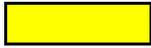


# MULTI-YEAR CAPITAL IMPROVEMENT PROGRAM

## FISCAL YEAR 2023 - 2027



# TOWN OF PROSPER CAPITAL IMPROVEMENT PROGRAM

-  Summary of Five-Year Capital Improvement Program
-  ST - Street Projects
-  TR - Traffic Projects
-  PK - Park Projects
-  FC - Facility Projects
-  WA - Water Projects
-  WW - Wastewater Projects
-  DR - Drainage Projects



**Exhibit B-Summary of Capital Improvement Program - 2022-09-13 ADOPTED  
General Fund Projects**

Item 25.

Index	Traffic Projects		Prior Years	2022-2032						Total Cost	Other Sources	Funding Sources			Unissued Debt Schedule						Index					
				2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2032			Issued Debt Authorized	Unissued Debt GO	Unissued Debt CO	Issued 2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027		2027-2032				
	2211-TR	Median Lighting US 380 (Mahard - Lovers Ln): (Construction)		300,000						300,000	300,000	A														
01	2212-TR	Traffic Signal - FM 2478 (Custer Rd) & First Street: (TxDOT)		500,000						500,000	500,000	X														01
02		Traffic Signal - First Street & La Cima: (Design)							50,000	50,000			50,000													02
03		Traffic Signal - First Street & La Cima: (Construction)							400,000	400,000			400,000													03
04	2101-TR	Traffic Signal - Fishtrap & Artesia Boulevard: (Design)							50,000	50,000			50,000													06
05	2101-TR	Traffic Signal - Fishtrap & Artesia Boulevard: (Construction)							425,000	425,000			425,000													07
06		Traffic Signal - Fishtrap & Legacy Drive: (Design)							65,000	65,000			65,000											65,000		06
07		Traffic Signal - Fishtrap & Legacy Drive: (Construction)							460,000	460,000			460,000											460,000		07
08		Traffic Signal - Richland Blvd & Walmart/Pandera (Design)							65,000	65,000			65,000													08
09		Traffic Signal - Richland Blvd & Walmart/Pandera (Construction)							460,000	460,000			460,000													09
10		Remaining Proposition 3: GO Bond Funds							950,000	950,000			500,000											500,000		10
	<b>Subtotal</b>		<b>0</b>	<b>500,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,925,000</b>	<b>3,425,000</b>		<b>0</b>	<b>1,475,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,025,000</b>
	<b>Design</b>		0	0	0	0	0	0	230,000	230,000																0
	<b>Construction</b>		0	0	0	0	0	0	1,745,000	1,745,000																0
	<b>Design &amp; Construction</b>		0	500,000	0	0	0	0	950,000	1,450,000																0
	<b>Land/Easements</b>		0	0	0	0	0	0	0	0																0

Index	Park Projects		Prior Years	2022-2032						Total Cost	Other Sources	Funding Sources			Unissued Debt Schedule						Index						
				2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2032			Issued Debt Authorized	Unissued Debt GO	Unissued Debt CO	Issued 2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027		2027-2032					
	<b>Neighborhood Park</b>																										
01		Star Trail Park #2 (7.5 Acres / No Lights): (Construction)	535,000							535,000	535,000	C															01
02		Star Trail Park #3 (7.5 Acres/ No Lights): (Construction)				535,000				535,000	535,000	C															02
03	2015-PK	Pecan Grove Phase 2 (21.5 Acres / No Lights) (basketball, pavilion, parking, security lighting): (Design)	67,500							67,500	500	G	67,000														03
04	2015-PK	Pecan Grove Phase 2 (21.5 Acres / No Lights) (basketball, pavilion, parking, security lighting): (Construction)	725,000	115,000						840,000	840,000	B,G															04
05	2107-PK	Lakewood Preserve, Phase 2 (22 Acres/Lights): (Construction)	3,845,000	400,000						4,245,000	2,145,000	G,Z	2,100,000														05
06	2108-PK	Tanner's Mill, Park, Phase 2: (Design)	100,000							100,000			100,000														06
07	2108-PK	Tanner's Mill, Park, Phase 2: (Construction)	930,000							930,000			930,000														07
08	2254-PK	Windsong Park #3: (Design)		100,000						100,000	100,000	G															08
09	2254-PK	Windsong Park #3: (Construction)		650,000						650,000	650,000	C															09
10		Remaining Proposition 2: GO Bond Funds							1,130,000	1,130,000			1,130,000												1,130,000		10
11		Town Hall Open Space: (Design)					200,000			200,000			200,000											200,000			11
12		Town Hall Open Space: (Construction)							1,810,000	1,810,000			1,810,000													1,810,000	12
13		Un-named Neighborhood Park: (Design)							200,000	200,000			200,000													200,000	13
14		Un-named Neighborhood Park: (Construction)							930,000	930,000			930,000													930,000	14
	<b>Trails</b>																										
15	2213-PK	Star Trail H&B Trail Phases 1, 2, 3, and 4: (Construction)	200,000	200,000						400,000	400,000	C															15
16		Windsong H&B Trail Ph 3C,5,6A, 6B, 7, 8, and 9: (Design)	40,000							40,000	40,000	C															16
17	2147-PK	Windsong H&B Trail Ph 3C,5,6A, 6B, 7, 8, and 9: (Construction)	1,786,572		495,000					2,281,572	2,281,572	C															17
18		Various Hike and Bike Trails							1,000,000	1,000,000			1,000,000													1,000,000	18
19	2119-PK	Westside Waterline Trail Connection		800,000						800,000			800,000				800,000										19
20	2120-PK	Gee Rd. Trail Connection	700,000							700,000			700,000				700,000										20
21		Prosper Center Park Trail Connection							900,000	900,000			900,000													900,000	21
	<b>Community Park</b>																										
22	2122-PK	Raymond Community Park, Phase 1: (Design)	1,200,000							1,200,000			1,200,000				1,200,000										22
23		Raymond Community Park, Phase 1: (Construction)			18,000,000					18,000,000			18,000,000				9,000,000	9,000,000									23
	<b>Medians</b>																										
24	2148-PK	Coleman Street Median Landscaping (Victory - Preston): (Design)	25,000							25,000	25,000	D															24
25	2148-PK	Coleman Street Median Landscaping (Victory - Preston): (Constr.)	625,000							625,000	625,000	D															25
26	2149-PK	Prosper Trail (DNT - 700' East) Median Landscaping: (Design)	25,000							25,000	25,000	D															26
27	2149-PK	Prosper Trail (DNT - 700' East) Median Landscaping: (Construction)	250,000							250,000	250,000	D															27
28	2150-PK	US 380 Green Ribbon Lndsc- Irrigation (Lovers - Mahard): (Design)	95,000							95,000	95,000	D															28
29	2150-PK	US 380 Green Ribbon Lndsc-Irrigation (Lovers - Mahard): (Constr.)		1,500,000						1,500,000	1,500,000	B,D															29
30		Prairie Median Lndscp (W of Legacy - Mahard): (Design)																									30
31		Prairie Median Lndscp (W of Legacy - Mahard): (Construction)																									31
32		Richland Median Lndscp (Prosper Commons - Coit Rd): (Design)																									32
33		Richland Median Lndscp (Prosper Commons - Coit Rd): (Constr.)								0																	33
	<b>Subtotal</b>		<b>11,149,072</b>	<b>3,765,000</b>	<b>18,495,000</b>	<b>535,000</b>	<b>200,000</b>	<b>0</b>	<b>5,970,000</b>	<b>40,114,072</b>	<b>10,047,072</b>		<b>5,097,000</b>	<b>24,970,000</b>	<b>0</b>	<b>2,830,000</b>	<b>800,000</b>	<b>9,000,000</b>	<b>9,000,000</b>	<b>200,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5,970,000</b>	
	<b>Design</b>		1,552,500	100,000	0	0	200,000	0	200,000	2,052,500																	0
	<b>Construction</b>		8,896,572	2,865,000	18,495,000	535,000	0	0	2,740,000	33,531,572																	0
	<b>Design &amp; Construction</b>		700,000	800,000	0	0	0	0	3,030,000	4,530,000																	0
	<b>Land/Easements</b>		0	0	0	0	0																				

**Exhibit B-Summary of Capital Improvement Program - 2022-09-13 ADOPTED  
General Fund Projects**

Item 25.

Index	Facility Projects	Prior Years	Funding Sources						Unissued Debt Schedule					Index						
			2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2032	Total Cost	Other Sources	Issued Debt Authorized	Unissued Debt GO	Unissued Debt CO		Issued 2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
01	2102-FC Radio Tower for Communications	500,000							500,000		500,000									
02	2109-FC Public Safety Complex, Phase 2 (Central FS & Admin) (Design)	1,578,290							1,578,290		1,578,290									
03	2111-FC Public Safety Complex, Phase 2 (Central FS & Admin) (Devel Costs)	647,325							647,325		647,325									
04	2112-FC Public Safety Complex, Phase 2 (Central FS & Admin) (Construction)	14,500,000							14,500,000		14,500,000									
05	2113-FC Public Safety Complex, Phase 2 (Central FS & Admin) (FF&E)	1,274,385							1,274,385		1,274,385									
06	2137-FC Fire Station #4 (Design)	600,000							600,000		600,000			600,000						
07	2203-FC Fire Station #4 (Other Development Costs)		700,000						700,000	700,000 L										
08	2205-FC Fire Station #4 (Construction)		7,925,000						7,925,000	25,000 L		7,900,000		7,900,000						
09	2206-FC Fire Station #4 (FF&E)		775,000						775,000	775,000 L										
10	2105-EQ Quint Engine - Fire Station #3	1,495,000							1,495,000	1,495,000 D										
11	2106-EQ Ambulance - Fire Station #3	495,000							495,000	495,000 D										
12	2201-EQ Fire Engine - Fire Station #4	1,250,000							1,250,000	1,250,000 D										
13	2202-EQ Ambulance - Fire Station #4	552,000							552,000	552,000 D										
14	2123-FC Parks & Public Works Needs Assessment	80,000							80,000	80,000 E										
15	Public Safety Training Facility, Phase 1 (Design)				600,000				600,000			600,000				600,000				
16	Public Safety Training Facility, Phase 1 (Construction)						5,400,000		5,400,000	2,450,000 D		2,950,000						2,950,000		
	<b>Subtotal</b>	<b>22,972,000</b>	<b>9,400,000</b>	<b>0</b>	<b>600,000</b>	<b>0</b>	<b>5,400,000</b>	<b>0</b>	<b>38,372,000</b>	<b>7,822,000</b>	<b>19,100,000</b>	<b>11,450,000</b>	<b>0</b>	<b>600,000</b>	<b>7,900,000</b>	<b>0</b>	<b>600,000</b>	<b>0</b>	<b>2,950,000</b>	<b>0</b>

<b>Design</b>	2,905,615	700,000	0	600,000	0	0	0	0	4,205,615					CO Bond Debt \$	-	0	0	0	0	0	0
<b>Construction</b>	15,774,385	8,700,000	0	0	0	5,400,000	0	0	29,874,385					GO Bond Debt \$	600,000	7,900,000	0	600,000	0	2,950,000	0
<b>Design &amp; Construction</b>	500,000	0	0	0	0	0	0	0	500,000												
<b>Land/Easements/Equipment</b>	3,792,000	0	0	0	0	0	0	0	3,792,000												

<b>Grand Total General Fund</b>	<b>488,508,104</b>	<b>47,121,326</b>	<b>338,988,000</b>	<b>55,930,870</b>	<b>15,200,000</b>	<b>17,600,000</b>	<b>68,994,500</b>	<b>1,032,342,800</b>	<b>788,408,012</b>	<b>82,034,255</b>	<b>150,864,500</b>	<b>10,586,033</b>	<b>33,650,000</b>	<b>19,858,033</b>	<b>16,500,000</b>	<b>21,705,000</b>	<b>15,200,000</b>	<b>20,643,000</b>	<b>67,094,500</b>	<b>0</b>
<b>Design</b>	49,426,962	1,750,000	0	600,000	200,000		2,030,000	54,006,962					CO Bond Debt \$	-	1,063,033	0	4,030,000	0	5,493,000	0
<b>Construction</b>	110,662,273	40,126,326	338,988,000	535,000	15,000,000		53,235,000	558,546,599					GO Bond Debt	33,650,000	18,795,000	16,500,000	17,675,000	15,200,000	15,150,000	67,094,500
<b>Design &amp; Construction</b>	318,016,869	1,475,000	0	54,220,870	0		8,279,500	381,992,239												
<b>Land/Easements</b>	10,402,000	3,770,000	0	575,000	0		5,450,000	20,197,000												

##  
##  
##

Description Codes - Other Sources			
A	Impact Fees	D	General Fund
B	Grant and Interlocal Funds	E	Water / Wastewater Fund
C	Developer Agreements	F	Stormwater Drainage Fund
		G	Park Development Fund
		H	TIRZ #1
		J	TIRZ #2
		K	Escrows
		L	Capital Dedicated
		X	Non-Cash Contributions
		Z	Other Sources (See Detail)

**Exhibit B-Summary of Capital Improvement Program - 2022-09-13 ADOPTED  
Enterprise Fund Projects**

Item 25.

Index	Water Projects	Prior Years	Unissued Debt Schedule					Total Cost	Other Sources	Funding Sources			Issued 2021-2022	Unissued Debt Schedule					Index	
			2022-2023	2023-2024	2024-2025	2025-2026	2026-2027			2027-2032	Issued Debt Authorized	Unissued Debt GO		Unissued Debt CO	2022-2023	2023-2024	2024-2025	2025-2026		2026-2027
01	1501-WA LPP Pump Station and LPP WL Phase 2: (Design)	1,585,100						1,585,100	277,081 A	1,308,019									01	
02	1501-WA LPP Pump Station Phase 2: (Construction)	14,062,000						14,062,000	12,000,000 A,B	2,062,000		2,062,000							02	
03	1501-WA LPP WL Phase 2A: (Construction)	8,684,000	3,100,000					11,784,000	3,100,000 A	8,684,000		8,684,000							03	
04	1810-WA LPP Water Line Phase 2A Easement Costs	1,000,000	500,000					1,500,000	1,500,000 A										04	
05	2114-WA FM 1461 12-inch Water Line Relocation (Design)	400,000						400,000	400,000 E										05	
06	2114-WA FM 1461 12-inch Water Line Relocation (Construction)		3,000,000					3,000,000	3,000,000 E										06	
07	2151-WA DNT (PT-Frontier), Frontier (DNT-PISD Stadium):12"WL (Design)	200,000						200,000	200,000 A										07	
08	2151-WA DNT (PT-Frontier), Frontier (DNT-PISD Stadium):12"WL (Easements)		2,000,000					2,000,000				2,000,000		2,000,000					08	
09	2151-WA DNT (PT-Frontier)Frontier (DNT-PISD Stadium):12"WL (Construction)		2,500,000					2,500,000				2,500,000		2,500,000					09	
10	LPP Future Expansion (2026): (Design)						1,400,000	1,400,000	1,400,000 A										10	
11	LPP Future Expansion (2026): (Construction)						12,600,000	12,600,000	8,600,000 A			4,000,000						4,000,000	11	
12	Impact Fee Analysis		100,000					100,000	100,000 E										12	
	<b>Subtotal</b>	<b>25,931,100</b>	<b>11,200,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>14,000,000</b>	<b>51,131,100</b>	<b>30,577,081</b>	<b>12,054,019</b>	<b>0</b>	<b>8,500,000</b>	<b>10,746,000</b>	<b>4,500,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4,000,000</b>	<b>0</b>
	<b>Design</b>	2,185,100	100,000	0	0	0	0	1,400,000	3,685,100											
	<b>Construction</b>	22,746,000	8,600,000	0	0	0	0	12,600,000	43,946,000											
	<b>Design &amp; Construction</b>	0	0	0	0	0	0	0	0											
	<b>Land/Easements</b>	1,000,000	2,500,000	0	0	0	0	0	3,500,000											

Index	Wastewater Projects	Prior Years	Unissued Debt Schedule					Total Cost	Other Sources	Funding Sources			Issued 2021-2022	Unissued Debt Schedule					Index	
			2022-2023	2023-2024	2024-2025	2025-2026	2026-2027			2027-2032	Issued Debt Authorized	Unissued Debt GO		Unissued Debt CO	2022-2023	2023-2024	2024-2025	2025-2026		2026-2027
01	2103-WW Doe Branch Parallel Interceptor: (Design)	500,000						500,000	500,000 A										01	
02	2103-WW Doe Branch Parallel Interceptor: (Construction)	1,000,000	3,500,000					4,500,000	1,000,000 A			3,500,000		3,500,000					02	
03	2152-WW Upper Doe Branch WW Line (Teel-PISD Stadium): (Design)	375,000						375,000	375,000 A										03	
04	2152-WW Upper Doe Branch WW Line (Teel-PISD Stadium): (Easements)	100,000						100,000	100,000 A										04	
05	2152-WW Upper Doe Branch WW Line (Teel-PISD Stadium): (Construction)		4,050,000					4,050,000	25,000 K			4,025,000		4,025,000					05	
06	2203-WW Wilson Creek WW Line: (Design)		35,000					35,000	35,000 E										06	
07	2203-WW Wilson Creek WW Line: (Construction)		365,000					365,000	365,000 E										07	
08	Doe Branch, Phase 3 WWTP: (Design)			1,450,000				1,450,000	450,000 A			1,000,000			1,000,000				08	
09	Doe Branch, Phase 3 WWTP: (Construction)			13,050,000				13,050,000	8,000,000 A,B			5,050,000			5,050,000				09	
10	Impact Fee Analysis		100,000					100,000	100,000 A										10	
	<b>Subtotal</b>	<b>1,975,000</b>	<b>8,050,000</b>	<b>14,500,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>24,525,000</b>	<b>10,950,000</b>	<b>0</b>	<b>0</b>	<b>13,575,000</b>	<b>0</b>	<b>7,525,000</b>	<b>6,050,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
	<b>Design</b>	875,000	135,000	1,450,000	0	0	0	2,460,000												
	<b>Construction</b>	1,000,000	7,915,000	13,050,000	0	0	0	21,965,000												
	<b>Design &amp; Construction</b>	0	0	0	0	0	0	0												
	<b>Land/Easements</b>	100,000	0	0	0	0	0	100,000												

Index	Drainage Projects	Prior Years	Unissued Debt Schedule					Total Cost	Other Sources	Funding Sources			Issued 2021-2022	Unissued Debt Schedule					Index	
			2022-2023	2023-2024	2024-2025	2025-2026	2026-2027			2027-2032	Issued Debt Authorized	Unissued Debt GO		Unissued Debt CO	2022-2023	2023-2024	2024-2025	2025-2026		2026-2027
01	2003-DR Frontier Park/Lakes of Prosper Drainage: (Design)	100,000						100,000	100,000 F										01	
02	2003-DR Frontier Park/Lakes of Prosper Drainage: (Construction)	985,000						985,000	300,000 F			685,000		685,000					02	
	<b>Subtotal</b>	<b>1,085,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,085,000</b>	<b>400,000</b>	<b>0</b>	<b>0</b>	<b>685,000</b>	<b>685,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
	<b>Design</b>	100,000	0	0	0	0	0	100,000												
	<b>Construction</b>	985,000	0	0	0	0	0	985,000												
	<b>Design &amp; Construction</b>	0	0	0	0	0	0	0												
	<b>Land/Easements</b>	0	0	0	0	0	0	0												

<b>Grand Total Enterprise Funds</b>	<b>28,991,100</b>	<b>19,250,000</b>	<b>14,500,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>14,000,000</b>	<b>76,741,100</b>	<b>41,927,081</b>	<b>12,054,019</b>	<b>0</b>	<b>22,760,000</b>	<b>11,431,000</b>	<b>12,025,000</b>	<b>6,050,000</b>	<b>0</b>	<b>0</b>	<b>4,000,000</b>	<b>0</b>
<b>Design</b>	3,160,100	235,000	1,450,000	0	0	0	0	1,400,000	6,245,100											
<b>Construction</b>	24,731,000	16,515,000	13,050,000	0	0	0	0	12,600,000	66,896,000											
<b>Design &amp; Construction</b>	0	0	0	0	0	0	0	0	0											
<b>Land/Easements</b>	1,100,000	2,500,000	0	0	0	0	0	3,600,000												

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Description Codes - Other Sources			
A	Impact Fees	D	General Fund
B	Grant and Interlocal Funds	E	Water / Wastewater Fund
C	Developer Agreements	F	Stormwater Drainage Fund
G	Park Development Fund	H	TIRZ #1
I	Escrows	J	TIRZ #2
K	Capital Dedicated	L	Non-Cash Contributions
M	Other Sources (See Detail)	Z	

**Exhibit B-Summary of Capital Improvement Program - 2022-09-13 ADOPTED  
Capital Improvement Program Summary**

Item 25.

Capital Improvement Program Summary	Prior Years	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2032	Total Cost	Other Sources	Funding Sources			Issued 2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2032
										Issued Debt Authorized	Unissued Debt GO	Unissued Debt CO							
General Fund	488,508,104	47,121,326	338,988,000	55,930,870	15,200,000		68,994,500	1,032,342,800	788,408,012	82,034,255	150,864,500	10,586,033	33,650,000	19,858,033	16,500,000	21,705,000	15,200,000	20,643,000	67,094,500
Enterprise Funds	28,991,100	19,250,000	14,500,000	0	0		14,000,000	76,741,100	41,927,081	12,054,019	0	22,760,000	11,431,000	12,025,000	6,050,000	0	0	4,000,000	0
<b>Grand Total Capital Improvement Program</b>	<b>517,499,204</b>	<b>66,371,326</b>	<b>353,488,000</b>	<b>55,930,870</b>	<b>15,200,000</b>		<b>82,994,500</b>	<b>1,109,083,900</b>	<b>830,335,093</b>	<b>94,088,274</b>	<b>150,864,500</b>	<b>33,346,033</b>	<b>45,081,000</b>	<b>31,883,033</b>	<b>22,550,000</b>	<b>21,705,000</b>	<b>15,200,000</b>	<b>24,643,000</b>	<b>67,094,500</b>

<b>CO Bond Debt</b>	<b>11,431,000</b>	<b>13,088,033</b>	<b>6,050,000</b>	<b>4,030,000</b>	<b>0</b>	<b>9,493,000</b>	<b>0</b>
<b>GO Bond Debt</b>	<b>33,650,000</b>	<b>18,795,000</b>	<b>16,500,000</b>	<b>17,675,000</b>	<b>15,200,000</b>	<b>15,150,000</b>	<b>67,094,500</b>

<b>Design</b>	52,587,062	1,985,000	1,450,000	600,000	200,000		3,430,000	60,252,062
<b>Construction</b>	135,393,273	56,641,326	352,038,000	535,000	15,000,000		65,835,000	625,442,599
<b>Design &amp; Construction</b>	318,016,869	1,475,000	0	54,220,870	0		8,279,500	381,992,239
<b>Land/Easements</b>	11,502,000	6,270,000	0	575,000	0		5,450,000	23,797,000



## FINANCE

**To: Mayor and Town Council**

**From: Robert B. Scott, Executive Director of Administrative Services**

**Through: Ron K. Patterson, Interim Town Manager**

**Re: Property Tax Rate**

**Town Council Meeting – September 13, 2022**

**Agenda Item:**

Conduct a public hearing to consider and act upon an ordinance adopting a tax rate of \$0.51 per \$100 valuation for fiscal year 2022-2023. (RBS)

**Description of Agenda Item:**

This item is to adopt the 2022 tax rate to generate sufficient revenues as required in the Adopted FY 2022-2023 Budget. The attached ordinance sets the 2022 ad valorem tax rate at \$0.51 cents per \$100 assessed valuation, to be distributed as follows:

	\$0.329830 for Maintenance and Operations
	<u>\$0.180170 for Debt Service</u>
<i>Totaling</i>	\$0.510000 Total Tax Rate

**Legal Obligations and Review:**

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

**Attached Documents:**

1. Statement for opening public hearing
2. Ordinance

**Town Staff Recommendation:**

**This item requires a record vote, and at least 60 percent (60%) of the members of the governing body must vote in favor of the ordinance.** The tax code is specific in the form of making a motion to set the tax rate. Town staff recommends that the Town Council approve an ordinance adopting the 2022 tax rate using the required language below.

**Proposed Motion:**

***Please make your motion using this required language:***

“I move that the property tax rate be increased by the adoption of a tax rate of \$0.51, which is effectively a 16.38 percent increase in the tax rate.”

**Please read the statements below prior to opening the Public Hearing:**

This is the only public hearing to discuss the FY 2022-2023 proposed tax rate.

The Town Council will vote on both the FY 2022-2023 Proposed Budget and the proposed tax rate at tonight's meeting as previously published and scheduled.

Once the Public Hearing is opened, the public is encouraged to express their views.

## TOWN OF PROSPER, TEXAS

## ORDINANCE NO. 2022-XX

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ADOPTING THE TOWN OF PROSPER 2022 PROPERTY TAX RATE; LEVYING TAXES FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023, AT THE RATE OF \$0.51 PER ONE HUNDRED DOLLARS (\$100.00) ASSESSED VALUE ON ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE TOWN OF PROSPER, TEXAS, IN ACCORDANCE WITH EXISTING STATUTORY REQUIREMENTS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF ON THE TOWN'S HOME PAGE OF ITS WEBSITE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council of the Town of Prosper, Texas (hereinafter referred to as the "Town"), hereby finds that the tax for the fiscal year beginning October 1, 2022, and ending September 30, 2023, hereinafter levied for current expenditures of the Town and the general improvements of the Town and its property, must be levied to provide revenue requirements for the budget for the ensuing year; and

**WHEREAS**, the Town Council has approved, by separate ordinance to be adopted on the 13th day of September, 2022, the budget for the fiscal year beginning October 1, 2022, and ending September 30, 2023; and

**WHEREAS**, all statutory and constitutional requirements concerning the levying and assessing of ad valorem taxes have been complied with by the Town.

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

### **SECTION 1**

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

### **SECTION 2**

The Town Council of the Town of Prosper, Texas, does hereby adopt and levy the following tax rate of \$0.5100 per \$100 assessed valuation for the Town for tax year 2022 as follows:

\$0.329830 for the purpose of maintenance and operation; and

\$0.180170 for payment of principal and interest on debt service.

### **SECTION 3**

The rate adopted is higher than the no-new-revenue rate and lower than the voter-approval rate as calculated according to the Truth In Taxation provisions of the Texas Tax Code, as amended, and the total levy for maintenance and operations exceeds last year's levy for same.

**THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.**

**THE TAX RATE WILL EFFECTIVELY BE RAISED BY 12.29 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$1.83.**

The Town's website shall reflect the foregoing statements, pursuant to applicable provisions of the Texas Tax Code, as amended.

#### **SECTION 4**

The Tax Assessor-Collectors for Collin County and Denton County are hereby authorized to assess and collect the taxes of the Town of Prosper in accordance with this Ordinance. The Town shall have all rights and remedies provided by the law for the enforcement of the collection of taxes levied under this ordinance.

#### **SECTION 5**

All provisions of any ordinance in conflict with this Ordinance are hereby repealed; however, such repeal shall not abate any pending prosecution for violation of the repealed Ordinance, nor shall the repeal prevent prosecution from being commenced for any violation if occurring prior to the repeal of the Ordinance. Any remaining portions of conflicting ordinances shall remain in full force and effect.

#### **SECTION 6**

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

#### **SECTION 7**

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

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, BY A VOTE OF \_\_\_ TO \_\_\_, ON THIS THE 13TH DAY OF SEPTEMBER, 2022.**

**APPROVED:**

\_\_\_\_\_  
David F. Bristol, Mayor

**ATTEST:**

\_\_\_\_\_  
**Michelle Lewis Sirianni, Town Secretary**

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
**Terrence S. Welch, Town Attorney**



*Prosper is a place where everyone matters.*

## Administrative Services

**To: Mayor and Town Council**  
**From: Robert Bob Scott, Executive Director of Administrative Services**  
**Through: Ron K. Patterson, Interim Town Manager**  
**Re: Ratification of FY 2022-2023 Tax Rate**  
**Town Council Meeting – September 13, 2022**

**Agenda Item:**

Make a motion to ratify the property tax increase in the budget for fiscal year (FY) 2022-2023.

**Description of Agenda Item:**

According to Texas Local Government Code Section 102.007, "Adoption of a budget that will require raising more revenue from property taxes than in the previous year requires a separate vote of the governing body to ratify the property tax increase reflected in the budget. A vote under this subsection is in addition to and separate from the vote to adopt the budget or a vote to set the tax rate required by Chapter 26, Tax Code, or other law."

The proposed 2022-2023 Fiscal Year Budget will raise \$6,264,035 more in property tax revenues than the previous year's budget, a 22.77 percent increase and of that amount. \$3,055,084 is a result of new property added to the tax roll this year.

**Budget Impact:**

This action is a required step in adoption of the Budget and Tax Rate.

**Staff Recommendation:**

Make a motion to ratify the property tax increase in the budget for fiscal year (FY) 2022-2023.

**Proposed Motion:**

I move to ratify the property tax increase in the budget for fiscal year (FY) 2022-2023.



## COMMUNITY SERVICES

**To: Mayor and Town Council**

**From: Robyn Battle, Executive Director of Community Services**

**Through: Ron K. Patterson, Interim Town Manager**

**Re: Town Council Meeting – September 13, 2022**

**Agenda Item:**

Consider and act upon an ordinance amending Article 1.04, “Boards, Commissions and Committee,” of Chapter 1, “General Provisions,” of the Code of Ordinances establishing the Community Engagement Committee as a standing advisory committee to the Town Council.

**Description of Agenda Item:**

On December 8, 2021, the Town Council established the Community Engagement Committee (CEC) as an ad hoc committee for the purpose of enhancing the Town’s interaction with the public. The CEC is comprised of eleven Prosper residents, with three Councilmembers serving as liaisons and two staff members providing staff support.

Monthly meetings have been held for over a year, and the Committee has made significant progress on several initiatives to improve the Town’s community engagement efforts. They served as a focus group for the Downtown Master Plan, provided a recommendation on the Town logo project, reviewed and provided feedback on the Town’s Communications and Community Engagement Plan, and they have a standing request from Council to provide feedback and recommendations on Town events.

The CEC’s most recent initiative is the New Resident Mixer, a biannual event to welcome new families to Prosper. The CEC developed the concept for the event and contributed their ideas to help new families feel welcome and connected to the community. The first event will be held on September 15. Other initiatives include the Ambassador program where CEC members attend Town events and the “CEC Top 3”, whereby the Committee chooses three Town-related topics on which to focus their communication efforts throughout the month.

The Council has requested to formalize the CEC as a standing advisory committee to the Town Council. The ordinance establishing the CEC as a standing committee outlines the membership, terms, powers and authority of the Committee. In order to align the CEC with the other Town Boards and Commissions, staff is recommending assigning place numbers for each of the eleven places, and establishing a term beginning date of October 1 of each year. Starting on October 1, 2022, even-numbered places will serve a term of two years, and odd-numbered places will serve

a term of one year. Starting in 2023, each place will continue with staggered terms of two years each.

**Legal Obligations and Review:**

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

**Attached Documents:**

1. Ordinance

**Town Staff Recommendation:**

Town staff recommends that the Town Council approve an ordinance amending Article 1.04, "Boards, Commissions and Committee," of Chapter 1, "General Provisions," of the Code of Ordinances establishing the Community Engagement Committee as a standing advisory committee to the Town Council.

**Proposed Motion:**

I move to approve an ordinance amending Article 1.04, "Boards, Commissions and Committee," of Chapter 1, "General Provisions," of the Code of Ordinances establishing the Community Engagement Committee as a standing advisory committee to the Town Council.

TOWN OF PROSPER, TEXAS

ORDINANCE NO. 2022-\_\_

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, AMENDING ARTICLE 1.04, "BOARDS, COMMISSIONS AND COMMITTEES," OF CHAPTER 1, "GENERAL PROVISIONS," OF THE TOWN'S CODE OF ORDINANCES BY ADOPTING A NEW DIVISION 3, "COMMUNITY ENGAGEMENT COMMITTEE"; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.**

**WHEREAS**, the Prosper Town Council appointed the Community Engagement Committee in December 2020 as an ad hoc committee for the purpose of enhancing the Town's community engagement efforts; and

**WHEREAS**, the Community Engagement Committee has held monthly meetings since March 2021 and has made continual progress in developing new initiatives to engage and inform Town residents; and

**WHEREAS**, the Prosper Town Council has determined that it would be beneficial to the Town to establish the Community Engagement Committee as a formal standing advisory committee to the Town Council.

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

### **SECTION 1**

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

### **SECTION 2**

From and after the effective date of this Ordinance, there is hereby established a new Division 3, "Community Engagement Committee," of existing Article 1.04, "Boards, Commissions and Committees," of Chapter 1, "General Provisions," of the Town of Prosper Code of Ordinances, to read as follows:

#### **"DIVISION 3. COMMUNITY ENGAGEMENT COMMITTEE**

##### **Sec. 1.04.038 Establishment.**

There is hereby created and established within the town a Community Engagement Committee which shall be subject to the jurisdiction of the Town Council and shall constitute an advisory board to the Town Council.

**Sec. 1.04.039 Number of members.**

- (a) The Community Engagement Committee shall be composed of eleven members appointed by the Town Council. Members of the Community Engagement Committee shall be a resident of the town or reside within the town's extraterritorial jurisdiction.
- (b) The members shall serve at the pleasure of the Town Council and may be removed at the discretion of the Town Council.

**Sec. 1.04.040 Term of office.**

The term of office of each member shall be two years; provided, however, at the time of appointment of the initial members of the Community Engagement Committee, the Town Council shall determine six members who shall serve a one-year term and five members who shall serve a two-year term. The following year, the Town Council shall appoint six persons to serve a two-year term each.

**Sec. 1.04.041 Vacancies.**

When vacancies occur on the Community Engagement Committee, the Town Council shall appoint, by majority vote, a replacement to serve the remainder of that term.

**Sec. 1.04.042 Chair/Vice-Chair/quorum.**

The Community Engagement Committee shall have a Chair and Vice-Chair whose terms shall be one year. At the first scheduled meeting of the Committee in October of each year, or as soon as practicable, the first item of business shall be the selection of the Board's Chair and Vice-Chair. The Chair and Vice-Chair shall be appointed by a majority vote of the Committee. Six members of the Community Engagement Committee shall constitute a quorum for transaction of business.

1. The Chair shall preside over meetings and shall be entitled to vote upon each issue.
2. The Vice-Chair shall assist the Chair in directing the affairs of the Community Engagement Committee. In the absence of the Chair, the Vice-Chair shall assume all duties of the Chair.
3. Three (3) members of the Town Council shall serve as liaisons to the Community Engagement Committee, with the responsibility to participate in discussions but without the right to vote.
4. The Executive Director of Community Services, if appointed, shall be an ex-officio member of the Community Engagement Committee, with the responsibility to participate in discussions but without the right to vote.

**Sec. 1.04.043 Meetings.**

The Community Engagement Committee shall meet each month and at such other times as the Community Engagement Committee and/or Town Council deem necessary and appropriate.

**Sec. 1.04.044 Absences.**

Any member of the Community Engagement Committee who is absent from three consecutive regular meetings, or twenty-five percent of regularly scheduled meetings, during the twelve-month period immediately preceding and including the absence in question, without explanation acceptable to a majority of the other members, shall forfeit his or her position on the Committee. For purposes of this attendance policy, a year shall begin on the date of appointment to the Community Engagement Committee.

**Sec. 1.04.045 Powers and authority.**

The Community Engagement Committee is established for the purpose of providing residents an opportunity to enhance the Town's interaction with the public. The Community Engagement Committee shall:

1. Act in an advisory capacity to the Town Council regarding Community Engagement activities;
2. Identify topics of interest and methods or techniques to improve community engagement;
3. Evaluate, provide feedback, and make recommendations on selected Town programs, events, and activities;
4. Serve as a focus group for selected pilot projects or programs that may require or benefit from public input before implementation;
5. Serve as social media ambassadors for the Town by engaging with the Town's social media platforms;
6. Inform the Committee membership of community events that may be of interest to the Town Council (multicultural celebrations, large neighborhood events, nonprofit events, etc.); and
7. Other purposes that may be designated by the Town Council.

**DIVISION 4. Reserved"****SECTION 3**

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

**SECTION 4**

All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, and any remaining portions of said ordinances shall remain in full force and effect.

**SECTION 5**

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

**DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 13<sup>TH</sup> DAY OF SEPTEMBER 2022.**

**ATTEST:**

\_\_\_\_\_  
**David F. Bristol, Mayor**

\_\_\_\_\_  
**Michelle Lewis Sirianni, Town Secretary**

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
**Terrence S. Welch, Town Attorney**