



Agenda
Prosper Town Council Meeting
Prosper Town Hall, Council Chambers
250 W. First Street, Prosper, Texas
Tuesday, July 25, 2023
6:15 PM

Welcome to the Prosper Town Council Meeting.

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

Addressing the Town Council:

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

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

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

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

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

Call to Order/ Roll Call.

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

Announcements of recent and upcoming events.

CONSENT AGENDA:

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

1. Consider and act upon the minutes from the July 11, 2023, Town Council Work Session meeting. (MLS)
2. Consider and act upon the minutes from the July 11, 2023, Town Council Regular meeting. (MLS)

- [3.](#) Receive the Quarterly Investment Report for March 31, 2023. (CL)
- [4.](#) Consider and act upon authorizing the Town Manager to execute an audit engagement letter between Weaver and Tidwell, L.L.P., and the Town of Prosper, Texas, related to the fiscal year 2023 annual audit. (CL)
- [5.](#) Consider and act upon a resolution authorizing the Town to participate with the Oncor Steering Committee of Cities regarding Oncor Electric Delivery Company's filing of an application with the Texas Public Utility Commission to amend its distribution cost recovery factor and to update mobile generation riders and finding that Oncor's proposed rates are unreasonable and are denied. (TW)
- [6.](#) Consider and act upon a resolution supporting the proposed transmission line routes presented by the Texas-New Mexico Power Company to the Public Utility Commission (PUC). (CE)
- [7.](#) Consider and act upon approval of annual maintenance purchase orders with Weatherproofing Services for the town for FY 2022-2023 and authorizing the Town Manager to execute documents for the same. (DB)
- [8.](#) Consider and act upon an ordinance amending Section 12.09.004 "School Traffic Zones" of Chapter 12 "Traffic and Vehicles" of the Town's Code of Ordinances by modifying the limits and hours of operation of such zones. (HW)
- [9.](#) Consider and act upon an ordinance to rezone 0.3± acres from Single Family-15 (SF-15) to Downtown Retail (DTR), on Lots 3-5, located south of Fifth Street and East of Main Street. (ZONE-23-0001) (DS)
- [10.](#) Consider and act upon an ordinance to rezone for a Specific Use Permit (SUP) for a new Wireless Communications and Support Structure on 0.0048± acre, located on the south side of Frontier Parkway, west of Talon Lane. (ZONE-23-0008) (DS)

CITIZEN COMMENTS

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

REGULAR AGENDA:

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

Items for Individual Consideration:

- [11.](#) Consider all matters incident and related to the issuance and sale of "Town of Prosper, Texas, General Obligation Refunding and Improvement Bonds, Series 2023", including the adoption of an ordinance authorizing the issuance of such bonds and establishing procedures and delegating authority for the sale and delivery of such bonds. (CL)

- [12.](#) Conduct a public hearing and consider and act upon a request to rezone 73.4± acres from Agriculture (A), a portion of Planned Development-40 (PD-40), and a portion of Single Family-12.5 (SF-12.5) to Planned Development-Single Family (PD-SF), generally to allow for a residential development, located on the southeast corner of Prosper Trail and Teel Parkway. (Z21-0010) (DS)
- [13.](#) Receive an update regarding the Public Works and Parks Facility Assessment. (FJ/DB)
- [14.](#) Discussion regarding median and roadway maintenance, and all matters incident and related thereto. (DB/FJ)
15. Discuss and consider Town Council Subcommittee reports. (DB)

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

EXECUTIVE SESSION:

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

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

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

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

Section 551.071 - To consult with the Town Attorney regarding Civil Action No. 4:24-cv-650, Johnson v. Town of Prosper, et al., pending in the United States District Court for the Eastern District of Texas.

Section 551.071 - To consult with the Town Attorney regarding Code Enforcement issues, 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, July 21, 2023, and remained so posted at least 72 hours before said meeting was convened.

Michelle Lewis Sirianni, Town Secretary

Date Notice Removed

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

NOTICE

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

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



MINUTES

Item 1.

Prosper Town Council Work Session
Prosper Town Hall – Council Chambers
250 W. First Street, Prosper, Texas
Tuesday, July 11, 2023

Call to Order/ Roll Call.

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

Council Members Present:

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

Council Members Absent:

Councilmember Amy Bartley

Staff Members Present:

Mario Canizares, Town Manager
Michelle Lewis Sirianni, Town Secretary
Terry Welch, Town Attorney
Bob Scott, Deputy Town Manager
Chuck Ewings, Assistant Town Manager
Robyn Battle, Executive Director
Barrett Morris, Lieutenant
Stuart Blasingame, Fire Chief

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 deliberate the deployment or specific occasions for implementation of security personnel or devices at Town Hall.

The Town Council recessed into Executive Session at 5:03 p.m.

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

The Town Council reconvened at 6:09 p.m.

No action was taken.

Adjourn.

The meeting was adjourned at 6:09 p.m.

These minutes were approved on the 25th day of July 2023.

APPROVED:

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary

DRAFT

MINUTES

Prosper Town Council Meeting
Prosper Town Hall, Council Chambers
250 W. First Street, Prosper, Texas
Tuesday, July 11, 2023

Call to Order/ Roll Call.

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

Council Members Present:

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

Council Members Absent:

Councilmember Amy Bartley

Staff Members Present:

Mario Canizares, Town Manager
Michelle Lewis Sirianni, Town Secretary
Terry Welch, Town Attorney
Bob Scott, Deputy Town Manager
Chuck Ewings, Assistant Town Manager
Robyn Battle, Executive Director
Mary Ann Moon, Economic Development Director
David Hoover, Development Services Director
Hulon Webb, Director of Engineering
Dan Baker, Parks & Recreation Director
Trevor Helton, Recreation Manager
Todd Rice, Communications Manager
David Soto, Planning Manager
Dakari Hill, Senior Planner
Kellen Land, Help Desk Technician
Doug Kowalski, Police Chief
Stuart Blasingame, Fire Chief

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

Mike Martin with Hope Fellowship led the invocation. The Pledge of Allegiance and the Pledge to the Texas Flag were recited.

Announcements of recent and upcoming events.

Councilmember Kern made the following announcements:

The Discover Downtown series continues Saturday, July 22 with Coffee & Chrome, a car show which will be hosted in the Prosper Town Hall parking lot from 7:30 a.m. to 10:30 a.m. This event will showcase vehicles and exhibits with car-related products and services. All vehicles are welcome and there is no charge to participate. Applications are being accepted for those interested in being part of the event. Visit the Town's website for more information.

The summer season of the Mayor's Fitness Challenge is underway and lasts through August 31. Stay engaged in your commitment to fitness by receiving emails about fun giveaways and promotions from our summer fitness partners. Visit the Town's website for more details regarding this year's challenge.

Learn about the world of aviation during the Prosper Community Library's event on Wednesday, July 19 from 10:00 a.m. to noon in the Council Chambers of Town Hall. Explore the inner working of airplanes and gain a deeper understanding from seasoned pilots, mechanics, and a FAA Executive. Event is open to the public and all ages are welcome.

Applications are now being accepted through Friday, August 4 to serve on a Town's Board and/or Commission. More information about the Board and Commissions application process, including an online application form, is available by visiting the Town's website.

Join us in Downtown Prosper on Friday, August 11 from 7:00 p.m. to 10:00 p.m. for a Moonlight Movie as part of the Discover Downtown event series. Enjoy in the pre-movie fun with lawn games, face painters, and balloon artists. The movie "Sonic the Hedgehog 2" will begin at dusk on the south lawn of Town Hall. Remember to bring your blanket and chairs for the show.

Mayor Bristol congratulated Councilwoman Bartley on the arrival of her first grand baby.

Presentations.

1. Presentation of a Proclamation declaring the month of July Parks and Recreation Month. (DB)

Mayor Bristol read and presented a Proclamation to members of the Parks and Recreation Department staff.

CONSENT AGENDA:

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- 2. Consider and act upon the minutes from the June 27, 2023, Town Council Work Session meeting. (MLS)**
- 3. Consider and act upon the minutes from the June 27, 2023, Town Council Regular meeting. (MLS)**
- 4. Consider and act upon Resolution 2023-45 making written and evidentiary findings relative to the denial of a request from Anthemnet for a Specific Use Permit (SUP) for a commercial antenna on the south side of Prosper Trail west of Preston Country Lane. (TW)**
- 5. Consider and act upon approving the purchase and installation of Mixing Tank Systems from Axis Construction, L.P., through the BuyBoard Purchasing Cooperative; and authorizing the Town Manager to execute documents for the same. (FJ)**
- 6. Consider and act upon authorizing the Town Manager to execute a Professional Engineering Services Agreement between Freese and Nichols, Inc., and the Town of Prosper, Texas, related to the design of the Dallas North Tollway Water Line Relocation project. (HW)**

7. **Consider and act upon authorizing the Town Manager to execute a Professional Engineering Services Agreement between Spiars Engineering & Surveying, Inc., and the Town of Prosper, Texas, related to the design of the Preston Road (SH 289) and First Street Dual Left Turn Lanes project. (HW)**
8. **Consider and act upon approving Change Order Number 02 for CSP 2022-48-B to Mario Sinacola & Sons Excavating, Inc., related to construction services for the First Street (Coit-Custer) 4 Lane project; and authorizing the Town Manager to execute Change Order Number 02 for same. (HW)**
9. **Conduct a public hearing and consider and act upon a request by St. Martin de Porres Catholic Church for a Specific Use Permit (SUP) for Temporary Buildings on 8.2± acres, located north of US-380, west of South Teel Parkway. (ZONE-23-0009) (DS)** Staff requested to pull items 13 and 14.

Deputy Mayor Pro-Tem Ray requested to pull item 9.

Councilmember Cotten requested to pull item 8.

Mayor Pro-Tem Andres made a motion to approve consent agenda items 2 through 7. Deputy Mayor Pro-Tem Ray seconded that motion. Motion carried unanimously.

Councilmember Cotten asked in regard to item 8 what the total cost is for the additional left turn lane. Mr. Webb noted the cost of the complete change order is \$402,872.69 of which \$249,520.35 is allocated to the additional left turn movement from southbound Coit Road onto First Street. Councilmember Cotten expressed his concern of the amount of the Change Order for just a 12-month improvement.

Members of the Town Council shared the concern of the cost along with the concerns of the projected traffic in that area. Similar intersections within the Town were noted.

Deputy Mayor Pro-Tem Ray made a motion to approve Change Order Number 02 for CSP 2022-48-B to Mario Sinacola & Sons Excavating, Inc., related to construction services for the First Street (Coit-Custer) 4 Lane project; and authorizing the Town Manager to execute Change Order Number 02 for same. Councilmember Hodges seconded that motion. Motion carried with a vote of 4-2. Councilmembers Kern and Cotten voted in opposition.

Mr. Soto presented item 9 by stating the request is for temporary buildings for a private day care. A Site Plan will be submitted for consideration and is active for three years with approval from the Planning and Zoning Commission. Once the three years has expired, the applicant will have to submit another request for a one-year extension. The request was unanimously approved by the Planning and Zoning Commission. However, the Commissioners questioned the length of time the temporary buildings would be at the site. Staff is recommending approval.

The Town Council discussed how many other temporary buildings there were in the Town, reviewing the Town's policy, length of extensions, as well as screening. Several members of the Town Council expressed shortening the initial time frame on the SUP to two years.

Mayor Bristol opened the public hearing.

No comments were made.

Mayor Bristol closed the public hearing.

Councilmember Hodges made a motion to approve a request by St. Martin de Porres Catholic Church for a Specific Use Permit (SUP) for Temporary Buildings on 8.2± acres, located north of US-380, west of South Teel Parkway not to exceed two years with a one-year renewal. Deputy Mayor Pro-Tem Ray seconded that motion. Motion carried unanimously.

CITIZEN COMMENTS

Arti Sanghi, 1621 Quail Creek Lane, expressed concerns regarding five incidents that have taken place in their neighborhood. Ms. Sanghi stated they are seeking help from the Town Council to remove a dog from the neighborhood that has injured people and other dogs that they feel is a threat to the community and making neighbors feel unsafe.

Barbara Nugent, 961 Grassy Shore Lane, described in detail to the Town Council an incident regarding the dog mentioned. She expressed concerns of being able to walk her dog in the neighborhood safely.

Mr. Canizares stated he has met with staff and provided an update to the group. He encouraged them to fill out the forms provided to begin the formal process with the Town's Municipal Court. Mr. Welch noted that the Town would need to follow the state statute(s) thereby needing a sworn testimony and affidavit regarding the incident(s).

Items for Individual Consideration:

- 10. Conduct a public hearing and consider and act upon a request to rezone 34.7± acres from Commercial District (C) to a new Planned Development for Mixed Use, located northside of Prosper Trail and west of Dallas Parkway. (Z22-0019) (DS)**

Mr. Soto introduced the item providing a history of the rezoning request, and noted the applicant is proposing a mixed used development with two sub-districts. The conceptual plan reflected each district with proposed uses in each district, and associated triggers, building heights, materials, and setbacks, parking standards, landscaping, open space, and how the project has proposed development standards that are consistent with the DNT Design Guidelines. The Planning and Zoning Commission unanimously recommended approval, however, questioned the amount of parking for each area of the plan, amount of greenspace available, lighting, ratio of multifamily units, amenities, triggers for the townhouses, and the public comments available. Staff is recommending approval due to the adherence to the DNT Design Guidelines.

Andrew Bennett, applicant and Nolan Bradshaw, Architect spoke to the plan and changes that have been made from the original proposed plan along with their efforts in working with staff. The schedule of the construction phases was noted if approved.

Mayor opened the public hearing.

David Blom, 1641 Summer Star, stated he was not opposed to the development, but expressed concerns for the Town Council to contemplate when considering the proposed project that included parking standards, open space, the triggers associated with the development, landscape standards, building materials, number of multifamily units, number of owners within one Planned Development, addressing

responsibilities within the Property Owners Association (POA), and any special conditions placed on the project.

Randal Stigler, 3961 Marigold Lane, urged the Town Council to consider the effects of the proposed development and to ensure it aligns with its vision for the community.

Mayor Bristol closed the public hearing.

The Town Council discussed the extension of Shawnee Trail as part of the development, the building materials, parking ratios, the location of the multifamily and type of parking associated with it and percentages of dwelling unit sizes, triggers associated with the development, aesthetics, and tightening up language in the POA. Several members of the Town Council expressed wanting additional time to review some of these items.

Deputy Mayor Pro-Tem Ray made a motion to table a request to rezone 34.7± acres from Commercial District (C) to a new Planned Development for Mixed Use, located northside of Prosper Trail and west of Dallas Parkway to August 8. Mayor Pro-Tem Andres seconded that motion. Motion carried with a 5-1 vote. Councilmember Cotten voting in opposition.

11. Discuss and consider Town Council Subcommittee reports. (DB)

Councilmember Cotten gave an update on the recent CIP Subcommittee meeting.

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

Deputy Mayor Pro-Tem Ray requested staff to address the medians/edging along Prosper Trail, and the culverts along Gentle Creek to Whispering Farms. Mayor Bristol noted that there is a lot of vegetation on private property that needs addressed in this area.

EXECUTIVE SESSION:

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

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

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

The Town Council recessed into Executive Session at 8:54 p.m.

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

The Town Council reconvened into Regular Session at 9:21 p.m.

No action was taken.

Adjourn.

The meeting was adjourned at 9:21 p.m.

These minutes were approved on the 25th day of July 2023.

APPROVED:

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary

DRAFT



FINANCE

To: Mayor and Town Council

From: Chris Landrum, Finance Director

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

Re: Receive the Quarterly Investment Report for March 31, 2023

Town Council Meeting – July 25, 2023

Agenda Item:

Receive the Quarterly Investment Report for March 31, 2023.

Description of Agenda Item:

As required by the Public Funds Investment Act, staff is required to report activities of its cash and investment holdings on a quarterly basis. Information as required by the act includes investment results for the quarter, economic summary and investment strategy, investment holdings and book vs. market comparisons.

Budget Impact:

There is no budgetary impact affiliated with this item.

Attached Documents:

1. Quarterly Investment Report – March 31, 2023

Town Staff Recommendation:

Town staff recommends the Town Council accept receipt of the Quarterly Investment Report for March 31, 2023, as submitted.

Proposed Motion:

I move to accept receipt of the Quarterly Investment Report for March 31, 2023, as submitted.



INVESTMENT PORTFOLIO SUMMARY

For the Quarter Ended

March 31, 2023

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.

Bob Scott, Deputy Town Manager

Chris Landrum, Finance Director

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	December 31, 2022			March 31, 2023		
	Ave. Yield	Book Value	Market Value	Ave. Yield	Book Value	Market Value
MMA/NOW	2.92%	\$ 31,294,332	\$ 31,294,332	4.57%	\$ 36,891,989	\$ 36,891,989
Pools	3.97%	71,672,414	71,672,414	4.61%	65,285,585	65,285,585
Securities	1.95%	48,140,591	47,219,763	2.94%	43,086,822	42,371,745
Certificates of Deposit	1.38%	34,641,918	34,641,918	1.32%	35,312,658	35,312,658
Total	3.03%	\$ 185,749,255	\$ 184,828,427	3.63%	\$ 180,577,054	\$ 179,861,977
Average Yield - Current Quarter (1)						
Total Portfolio	3.63%	Fiscal Year-to-Date Average Yield (2)				
Rolling Three Month Treasury	4.78%	Total Portfolio				
Rolling Six Month Treasury	4.73%	Rolling Three Month Treasury				
TexPool	4.61%	Rolling Six Month Treasury				
		TexPool				

Interest Earnings (Approximate)		
Quarter	\$	1,634,976
Fiscal Year-to-date	\$	2,646,757

(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.

Town of Prosper, Texas
March 31, 2023 Quarterly Investment Report Investment Strategy Addendum

As noted in the Economic Overview, the FOMC has tightened 500 basis points in the since early 2022 and as anticipated, tightened an additional 25 basis points on May 3, 2023 resulting in a Fed Funds target of 5.00%-5.25%. These increases reflect The Federal Reserve's efforts to slow the economy and reduce inflationary pressures.

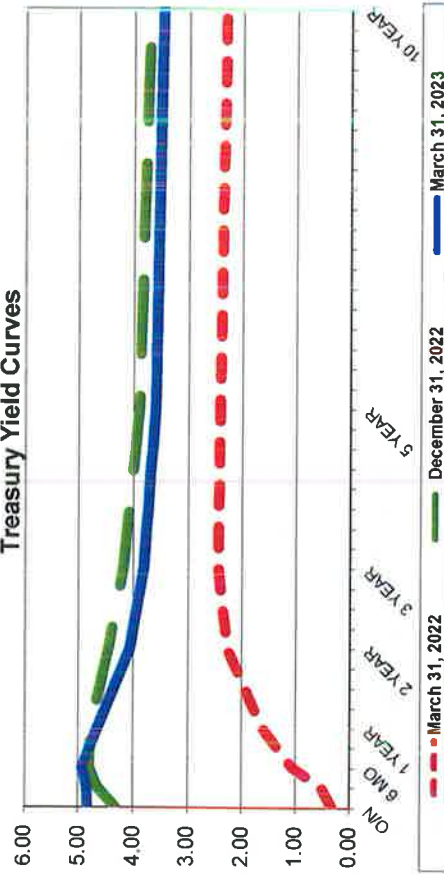
In the low interest environment of 2021 and prior, Certificates of Deposit (CD) often provided a yield advantage over Treasury and Agency securities. This yield advantage is still selectively prevalent, but combined with the greater administrative requirements and lack of liquidity associated with CD's the Town will continue shifting more available funds into fixed income securities. In addition, the Town's premier money market account with its Depository Bank pays the Fed Funds rate. The Town also maintains balances in two local government investment pools to ensure liquidity and for diversification purposes.

Economic Overview

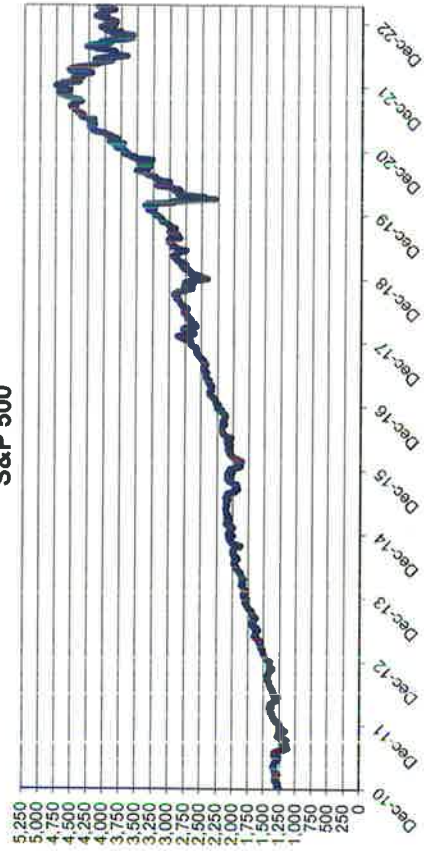
3/31/2023

The Federal Open Market Committee (FOMC) raised the Fed Funds target range 0.25% to 4.75% - 5.00% March 22nd (Effective Fed Funds are trading +/-4.82%). An additional 0.25% increase is projected May 3rd. Fourth Quarter 2022 GDP was revised downward to 2.6% (final number). March Non-Farm Payroll saw 236k new jobs. OPEC announced production cuts and Crude Oil moved up slightly to +/- \$80 per barrel. The S&P Stock Index still oscillates on either side of 4,000. In early March, two large US banks and one European bank required bail-outs to prevent wider financial market disruption. The yield curve shifted lower on broader economic concerns, even with the expectation of additional FOMC rate increases. The Market is now considering lower future interest rates as early as this fall. Inflation is still over the FOMC 2% target (Core PCE +/-4.7% and CPI +/-6.4%). International challenges add to economic uncertainty.

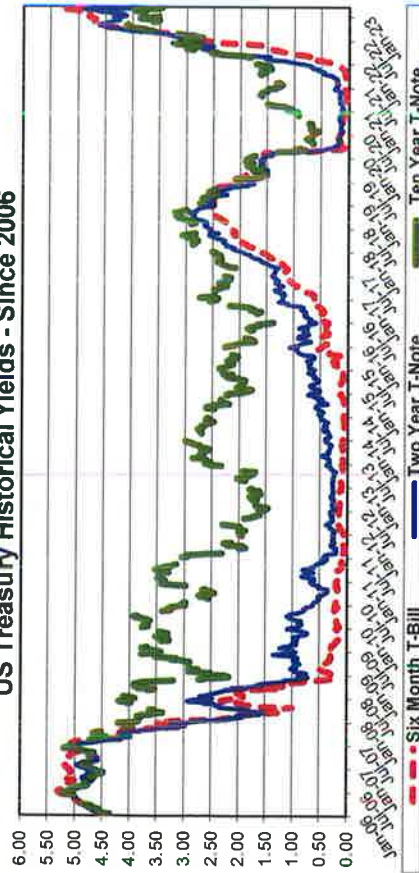
Treasury Yield Curves



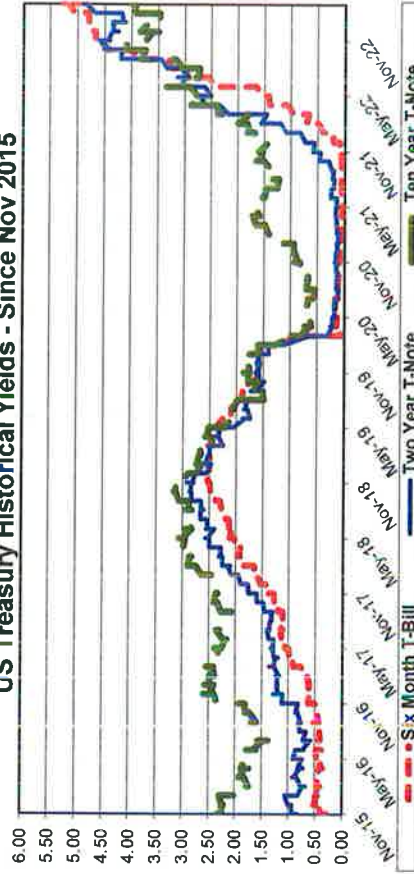
S&P 500



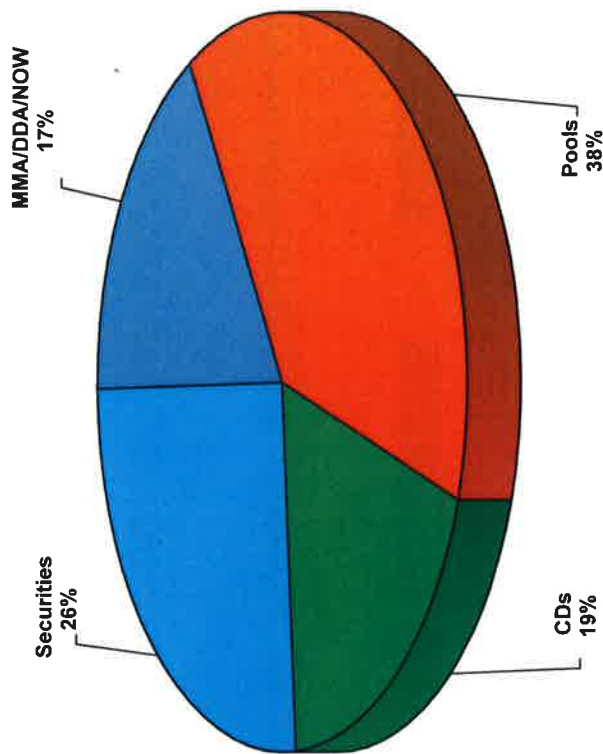
US Treasury Historical Yields - Since 2006



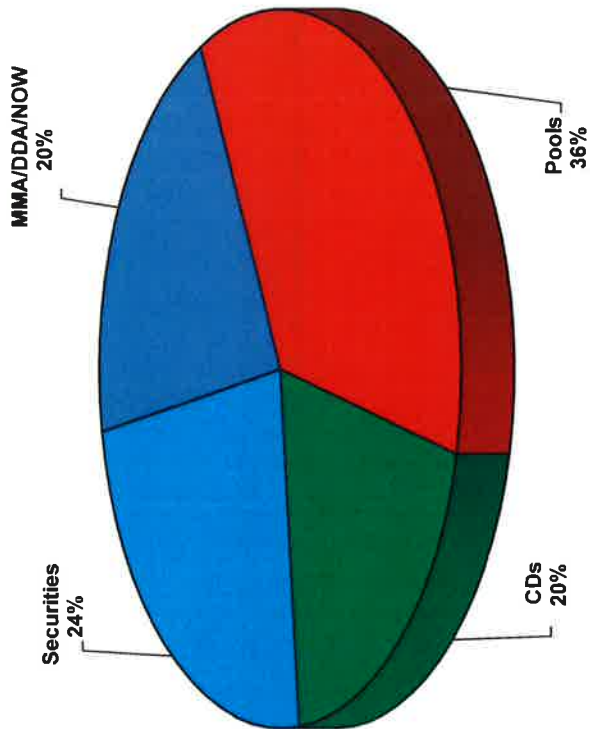
US Treasury Historical Yields - Since Nov 2015



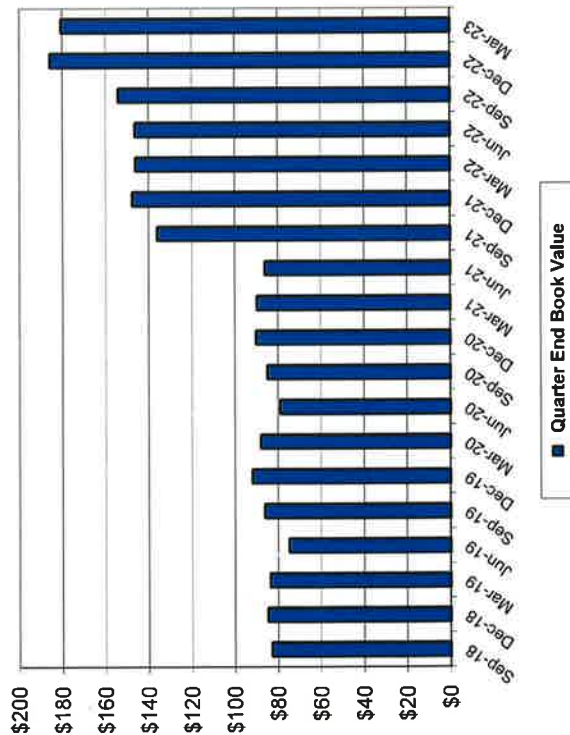
Composition - Prior Quarter



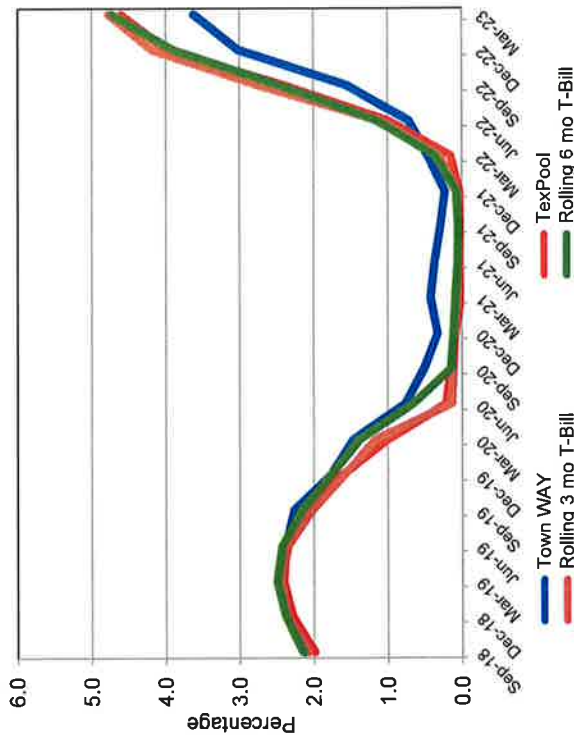
Composition - Current Quarter



Total Portfolio (Millions)



Town Portfolio Performance



Investment Holdings
March 31, 2023

Description	Ratings	Coupon/ Discount	Maturity Date	Settlement Date	Par Value	Book Value	Market Price	Market Value	Life (Days)	Yield
Independent Financial DDA		2.04%	04/01/23	03/31/23	\$ 3,739,820	\$ 3,739,820	1.00	\$ 3,739,820	1	2.04%
Independent Financial DDA #2		4.94%	04/01/23	03/31/23	7,587,305	7,587,305	1.00	7,587,305	1	4.94%
Independent Financial DDA #3		4.94%	04/01/23	03/31/23	19,914,535	19,914,535	1.00	19,914,535	1	4.94%
NexBank MMA		4.87%	04/01/23	03/31/23	5,167,065	5,167,065	1.00	5,167,065	1	4.87%
PlainsCapital Bank MMA		0.00%	04/01/23	03/31/23	250,000	250,000	1.00	250,000	1	0.00%
PlainsCapital Bank ICS SWEEP MMF		0.00%	04/01/23	03/31/23	233,264	233,264	1.00	233,264	1	0.00%
TexSTAR	AAA	4.61%	04/01/23	03/31/23	9,741,586	9,741,586	1.00	9,741,586	1	4.61%
TexPool	AAA	4.61%	04/01/23	03/31/23	55,543,999	55,543,999	1.00	55,543,999	1	4.61%
The American Nat'l Bank CD		0.43%	06/01/23	06/01/21	5,037,716	5,037,716	100.00	5,037,716	62	0.43%
T-Note	Aaa/AA+	0.13%	07/31/23	10/20/21	1,498,832	1,498,832	98.49	1,477,380	122	0.36%
Veritex Community Bank CD		0.25%	08/23/23	08/23/21	10,037,662	10,037,662	100.00	10,037,662	145	0.25%
Independent Financial CD		4.00%	09/04/23	10/11/22	10,162,137	10,162,137	100.00	10,162,137	157	4.00%
Veritex Community Bank CD		0.25%	09/15/23	09/17/21	5,018,728	5,018,728	100.00	5,018,728	168	0.25%
T-Note	Aaa/AA+	2.88%	10/31/23	10/20/21	1,521,423	1,521,423	98.96	1,484,415	214	0.43%
T-Note	Aaa/AA+	4.75%	02/29/24	02/09/22	5,000,000	5,046,315	97.92	4,895,900	335	1.35%
FHLB	Aaa/AA+	4.75%	03/08/24	12/21/22	10,000,000	9,996,048	99.88	9,987,900	343	4.79%
T-Note	Aaa/AA+	2.25%	04/30/24	03/16/22	10,000,000	10,040,267	97.50	9,750,400	396	1.87%
The American Nat'l Bank CD		2.30%	06/01/24	12/01/22	5,056,416	5,056,416	100.00	5,056,416	428	2.30%
T-Note	Aaa/AA+	1.25%	08/31/24	02/09/22	5,000,000	4,983,938	95.72	4,785,950	519	1.48%
FHLB	Aaa/AA+	4.48%	10/03/24	12/22/22	10,000,000	10,000,000	99.90	9,989,800	552	4.48%
Total Portfolio					\$ 180,490,232	\$ 180,577,054		\$ 179,861,977	134	3.63%

(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.

(1) (2)

Book and Market Value Comparison

Issuer/Description	Yield	Maturity Date	Book Value 12/31/22	Increases	Decreases	Book Value 03/31/23	Market Value 12/31/22	Change in Market Value	Market Value 03/31/23
Independent Financial DDA	2.04%	04/01/23	\$ 1,393,119	\$ 2,346,701	\$ -	\$ 3,739,820	\$ 1,393,119	\$ 2,346,701	\$ 3,739,820
Independent Financial DDA #2	4.94%	04/01/23	7,505,376	81,928	-	7,587,305	7,505,376	81,928	7,587,305
Independent Financial DDA #3	4.94%	04/01/23	17,059,507	2,855,028	-	19,914,535	17,059,507	2,855,028	19,914,535
NexBank MMA	4.87%	04/01/23	5,108,280	58,785	-	5,167,065	5,108,280	58,785	5,167,065
PlainsCapital Bank MMA	0.00%	04/01/23	228,050	21,950	-	250,000	228,050	21,950	250,000
PlainsCapital Bank ICS SWEEP MMF	0.00%	04/01/23	-	233,264	-	233,264	-	233,264	233,264
TexSTAR	4.61%	04/01/23	35,894,668	-	(26,153,082)	9,741,586	35,894,668	(26,153,082)	9,741,586
TexPool	4.61%	04/01/23	35,777,746	19,766,253	-	55,543,999	35,777,746	19,766,253	55,543,999
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	5,032,378	5,338	-	5,037,716	5,032,378	5,338	5,037,716
T-Note	0.36%	07/31/23	1,497,971	861	-	1,498,832	1,460,505	16,875	1,477,380
Veritex Community Bank CD	0.25%	08/23/23	10,031,341	6,321	-	10,037,662	10,031,341	6,321	10,037,662
Independent Financial CD	4.00%	09/04/23	10,062,563	99,574	-	10,162,137	10,062,563	99,574	10,162,137
Veritex Community Bank CD	0.25%	09/15/23	5,015,636	3,092	-	5,018,728	5,015,636	3,092	5,018,728
T-Note	0.43%	10/31/23	1,530,433	-	(9,010)	1,521,423	1,477,560	6,855	1,484,415
T-Note	1.35%	02/29/24	5,058,758	-	(12,443)	5,046,315	4,871,300	24,600	4,895,900
FHLB	4.79%	03/08/24	9,995,011	1,037	-	9,996,048	9,990,600	(2,700)	9,987,900
T-Note	1.87%	04/30/24	10,049,418	-	(9,152)	10,040,267	9,685,900	64,500	9,750,400
The American Nat'l Bank CD	2.30%	06/01/24	5,027,848	28,568	-	5,056,416	5,027,848	28,568	5,056,416
T-Note	1.48%	08/31/24	4,981,152	2,785	-	4,983,938	4,735,950	50,000	4,785,950
FHLB	4.48%	10/03/24	10,000,000	-	-	10,000,000	9,970,100	19,700	9,989,800
TOTAL / AVERAGE	3.63%		\$ 185,749,255	\$ 25,511,485	\$(30,683,686)	\$ 180,577,054	\$ 184,828,427	\$ (4,966,450)	\$ 179,851,977

Allocation

March 31, 2023

Book Value	Yield	Maturity Date	Total	Pooled Funds	Debt Service Fund
Independent Financial DDA	2.04%		\$ 3,739,820	\$ 3,739,820	
Independent Financial DDA #2	4.94%		7,587,305	7,587,305	
Independent Financial DDA #3	4.94%		19,914,535	19,914,535	
NexBank MMA	4.87%		5,167,065	5,167,065	
PlainsCapital Bank MMA	0.00%		250,000	250,000	
PlainsCapital Bank ICS SWEEP MMF	0.00%		233,264	233,264	
TexSTAR	4.61%		9,741,586	9,741,586	
TexPool	4.61%		55,543,999	51,494,288	4,049,710
The American Nat'l Bank CD					
T-Note	0.43%	06/01/23	5,037,716	5,037,716	
Veritex Community Bank CD	0.36%	07/31/23	1,498,832	1,498,832	
Independent Financial CD	0.25%	08/23/23	10,037,662	10,037,662	
Veritex Community Bank CD	4.00%	09/04/23	10,162,137	10,162,137	
T-Note	0.25%	09/15/23	5,018,728	5,018,728	
T-Note	0.43%	10/31/23	1,521,423	1,521,423	
FHLB	1.35%	02/29/24	5,046,315	5,046,315	
T-Note	4.79%	03/08/24	9,996,048	9,996,048	
The American Nat'l Bank CD	1.87%	04/30/24	10,040,267	10,040,267	
T-Note	2.30%	06/01/24	5,056,416	5,056,416	
FHLB	1.48%	08/31/24	4,983,938	4,983,938	
	4.48%	10/03/24	10,000,000	10,000,000	
Totals			\$ 180,577,054	\$ 176,527,344	\$ 4,049,710

Allocation December 31, 2022

Book Value	Yield	Maturity Date	Total	Pooled Funds	Debt Service Fund
Independent Financial DDA	1.76%		\$ 1,393,119	\$ 1,393,119	
Independent Financial DDA #2	1.76%		7,505,376	7,505,376	
Independent Financial DDA #3	4.43%		17,059,507	17,059,507	
NexBank MMA	4.40%		5,108,280	5,108,280	
PlainsCapital Bank ICS SWEEP MMF	0.00%		228,050	228,050	
TexSTAR	3.97%		35,894,668	35,894,668	
TexPool	3.98%		35,777,746	27,815,175	7,962,571
Legend Bank IntraFi CD	0.35%	3/23/2023	1,500,000	1,500,000	
CapTex Bank IntraFi CD	0.40%	3/23/2023	3,000,000	3,000,000	
The American Nat'l Bank CD	0.43%	6/1/2023	5,032,378	5,032,378	
T-Note	0.36%	7/31/2023	1,497,971	1,497,971	
Veritex Community Bank CD	0.25%	08/23/23	10,031,341	10,031,341	
Independent Financial CD	4.00%	09/04/23	10,062,563	10,062,563	
Veritex Community Bank CD	0.25%	09/15/23	5,015,636	5,015,636	
T-Note	0.43%	10/31/23	1,530,433	1,530,433	
T-Note	1.35%	02/29/24	5,058,758	5,058,758	
FHLB	4.79%	03/08/24	9,995,011	9,995,011	
T-Note	1.87%	04/30/24	10,049,418	10,049,418	
T-Note	1.48%	08/31/24	4,981,152	4,981,152	
FHLB	4.48%	10/03/24	10,000,000	10,000,000	

Totals \$ 180,721,406 \$ 172,758,835 \$ 7,962,571



FINANCE

To: Mayor and Town Council

From: Chris Landrum, Finance Director

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

Re: Audit Engagement Letter with Weaver and Tidwell, L.L.P.

Town Council Meeting – July 25, 2023

Agenda Item:

Consider and act upon authorizing the Town Manager to execute an audit engagement letter between Weaver and Tidwell, L.L.P., and the Town of Prosper, Texas, related to the fiscal year 2023 annual audit.

Description of Agenda Item:

At the October 25, 2022, Council meeting, Council appointed Weaver and Tidwell, L.L.P., as the town's external auditors for the years 2022-2026. Fiscal year 2023 represents the second year of the five-year term. The estimated fees are consistent with the original proposal.

Budget Impact:

The estimated fees of \$63,500 are budgeted to account 100-5412-10-03 Audit Fees for fiscal year 2024.

Legal Obligations and Review:

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

Attached Documents:

1. Weaver and Tidwell, L.L.P., Engagement Letter

Town Staff Recommendation:

Town Staff recommends authorizing the Town Manager to execute the annual engagement letter between Weaver and Tidwell, L.L.P., and the Town of Prosper for the audit of fiscal year 2023.

Proposed Motion:

I move to authorize the Town Manager to execute the annual engagement letter between Weaver and Tidwell, L.L.P., and the Town of Prosper for the audit of fiscal year 2023.

July 11, 2023

Finance Sub-Committee and Town Council
Town of Prosper
250 W First St
Prosper, TX 75078

You have requested that Weaver and Tidwell, L.L.P. ("Weaver", "our", "us", and "we") audit the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of Town of Prosper (the "Town"), as of September 30, 2023, and for the year then ended and the related notes to the financial statements, which collectively comprise the Town's basic financial statements as listed in the table of contents. In addition, we will audit the Town's compliance over major federal award programs for the period ended September 30, 2023.

Accounting principles generally accepted in the United States of America ("U.S. GAAP"), as promulgated by the Governmental Accounting Standards Board ("GASB") require that management's discussion and analysis and budgetary comparison information, among other items, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by GASB, which considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information ("RSI") in accordance with auditing standards generally accepted in the United States of America ("U.S. GAAS"). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's Discussion and Analysis
2. Schedule of Revenues, Expenditures and Changes in Fund Balance – Impact Fee Funds – Budget and Actual
3. Schedule of Changes in Net Position Liability and Related Ratios
4. Texas Municipal Retirement System – Schedule of Contributions

Supplementary information other than RSI will accompany the Town's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with U.S. GAAS. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

1. Schedule of Expenditures of Federal Awards
2. Combining and Individual Nonmajor Fund Financial Statements and Schedules

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the basic financial statements:

1. Introductory Section
2. Statistical Section

We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material aspects, in conformity with U.S. GAAP and to report on the fairness of the supplementary information referred

Weaver and Tidwell, L.L.P.

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to above when considered in relation to the basic financial statements as a whole. The objective also includes reporting on internal control related to the basic financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the basic financial statements in accordance with *Government Auditing Standards* issued by the Comptroller General of the United States of America ("GAGAS"); and internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

Auditor Responsibilities

We will conduct our audit in accordance with U.S. GAAS, the standards applicable to financial audits contained in GAGAS, and the provisions of the Uniform Guidance. Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the basic financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the basic financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of assets, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we may request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the basic financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and GAGAS.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the basic financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In making our risk assessments, we consider internal control relevant to the Town's preparation and fair presentation of the basic financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the basic financial statements that we have identified during the audit.

Sara Dempsey is the engagement partner for the audit services specified in this letter, and is responsible for supervising our services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

We expect to begin our audit procedures in November 2023. We will issue a written report upon completion of our audit of the Town's basic financial statements. Our report will be addressed to the Governing Body of the Town. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

July 11, 2023

As part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of the Town's compliance with certain provisions of laws, regulations, contracts, and grants that could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with the provisions is not an objective of our audit, and accordingly, we will not express such an opinion.

Our audit of the Town's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the provisions of the Uniform Guidance; and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the Town has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal award programs. Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Town's major programs. The purpose of those procedures will be to express an opinion on the Town's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the Town's major federal award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

In accordance with the requirements of GAGAS, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the Town's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Non-Attest Services

We will also assist the town in the completion of its Federal Audit Clearinghouse submission for the year ended September 30, 2023. These nonaudit/nonattest services do not constitute an audit under GAGAS and such services will not be conducted in accordance with GAGAS

Management Responsibilities

Our audit will be conducted on the basis that Plan management and, when appropriate, those charged with governance, acknowledge and understand acknowledge and understand that they have responsibility:

- a. for the preparation and fair presentation of the basic financial statements in accordance with the framework described in Audit Objectives above;
- b. for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, for fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements;
- c. to provide us with:
 - i. access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements, and relevant to federal award programs, such as records, documentation, and other matters;
 - ii. additional information that we may request from management for the purpose of the audit; and

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- iii. unrestricted access to persons within the Town from whom we determine it necessary to obtain audit evidence.
- d. for including the auditor's report, and our report on any supplementary information if described above, in any document containing the basic financial statements that indicates that such basic financial statements have been audited by the Town's auditor;
- e. for identifying and ensuring that the Town complies with the laws and regulations applicable to its activities;
- f. for adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole;
- g. for maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
- h. for identifying all federal awards expended during the period including federal awards and funding increments received prior to December 26, 2014, and those received in accordance with the Uniform Guidance generally received after December 26, 2014;
- i. for preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
- j. for the design, implementation, and maintenance of internal control over compliance;
- k. For identifying and ensuring that the Town complies with laws, regulations, grants, and contracts applicable to its activities and its federal award programs;
- l. For following up and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
- m. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
- n. For submitting the reporting package and data collection form to the appropriate parties;
- o. For making the auditor aware of any significant vendor relationships where the vendor is responsible for program compliance;
- p. with regard to the supplementary information referred to above: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon;
- q. informing us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the basic financial statements are issued;
- r. for confirming your understanding of your responsibilities in this letter to us in your management representation letter.

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If we agree herein or otherwise to perform any non-attest services (such as tax services or any other non-attest services), you agree to assume all management responsibilities for those services; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the

July 11, 2023

services; and accept responsibility for them. The entity has designated Individual's Name and Title to oversee these services. Such services include:

- i. Preparation of the Data Collection Form for submission to the Federal Audit Clearinghouse

GAGAS require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a nonaudit/nonattest service.

During the course of our engagement, we will request information and explanations from management regarding the Town's operations, internal controls, future plans, specific transactions and accounting systems and procedures. At the conclusion of our engagement, we will require, as a precondition to the issuance of our report, that management provide certain representations in a written representation letter. The Town agrees that as a condition of our engagement to perform an audit that management will, to the best of its knowledge and belief, be truthful, accurate and complete in all representations made to us during the course of the audit and in the written representation letter. The procedures we perform in our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the written and oral representations that we receive from management. False or misleading representations could cause us to expend unnecessary efforts in the audit; or, worse, could cause a material error or a fraud to go undetected by our procedures.

Fees and Invoicing

We estimate the fee for this engagement will be \$60,000, plus \$3,500 for the first major single audit program. The total fee for our services will be determined by the complexity of the work performed and the tasks required. Individual hourly rates vary according to the degree of responsibility involved and the skills required. It is understood that neither our fees nor the payment thereof will be contingent upon the results of this engagement.

Our fee estimate is based on anticipated cooperation from all involved and the assumption that unexpected circumstances will not be encountered during the engagement. Our engagement fees do not include consulting on the adoption of new accounting standards and any future increased duties because of any regulatory body, auditing standard or an unknown or unplanned significant transaction. If significant additional time is necessary, we will discuss the reasons with you and arrive at a new fee estimate before we incur the additional costs.

In addition to the fee for our services, reasonable and necessary out-of-pocket expenses we incur (such as parking, reproduction and printing, postage and delivery, and out-of-market travel, meals, and accommodations) will be invoiced at cost. At this time, we do not anticipate incurring substantial expenses.

We will also invoice for reasonable and necessary time and out-of-pocket expenses we incur to respond to any request (such as a subpoena, summons, court order, or administrative investigative demand) pertaining to this engagement in a legal matter to which we are not a party. Our time to facilitate the response will be billed at our then-current standard hourly rates, and our expenses (including attorney's fees) will be billed at cost. If we agree to perform additional substantive services related to or arising out of the request, such matters may be the subject of a new engagement letter.

Our invoices are payable in accordance with Texas Government Code § 2251.021

Ethical Conflict Resolution

In the unlikely event that circumstances occur which we in our sole discretion believe could create a conflict with either the ethical standards of our firm or the ethical standards of our profession in continuing our engagement, we may suspend our services until a satisfactory resolution can be achieved or we may resign from the engagement. We will notify you of such conflict as soon as practicable, and will discuss with you any possible means of resolving them prior to suspending our services.

The hiring of or potential employment discussions with any of our personnel could impair our independence. Accordingly, you agree to inform the engagement partner prior to any such potential employment discussions taking place.

Audit Documentation and Confidentiality

The audit documentation we prepare pertaining to and in support of this engagement is our property and constitutes confidential information. If we are requested to make the audit documentation available to outside parties, except in the

July 11, 2023

case of requests during our peer review (discussed below) or when prohibited by law or direction of law enforcement, any such requests will be discussed with you before we make the documentation available to the requesting parties.

Depending on the requirements of this engagement, we may use third-party service providers to assist us. Before sharing your confidential information with those service providers, we will (i) secure agreements to maintain the confidentiality of confidential information and ensure the confidential information is only used for the purposes assisting us with the performance of this engagement and (ii) take commercially reasonable precautions to determine the service providers have appropriate procedures in place to prevent the unauthorized disclosure of confidential information. If we use such service providers, we will remain responsible for all work performed and any breach of our confidentiality arrangements by those service providers.

We may be requested to make certain audit documentation (working papers) available to regulators and other government agencies, pursuant to authority given by law or regulation. You should understand that responding to many such requests is mandatory. In those cases, access to such working papers will be provided under our supervision and we may, upon their request, provide the regulator or agency with copies of all or selected working papers. The requesting party may intend or decide to distribute the copies or information contained therein to others, including other regulators or agencies. You will be billed for additional fees as a result of the aforementioned work.

Our firm, as well as other accounting firms, participates in a peer review program covering our audit and accounting practices. This program requires that once every three years, we subject our system of quality control to an examination by another accounting firm. As part of this process, the firm conducting our peer review will review a sample of our work. It is possible that the work we perform for you may be selected for such a review. If it is, our peer review firm is bound by professional standards to keep all information confidential and we are required to provide the required information.

It is expected that prior to the conclusion of the engagement, sections of the Data Collection Form will be completed by our firm. The sections that we will complete summarize our audit findings by federal grant or contract. Management is responsible to submit the reporting package (defined as including basic financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. The instructions to the Data Collection Form require that the reporting package be an unlocked, unencrypted, text searchable portable document file (PDF) or else it will be rejected by the Federal Audit Clearinghouse. We will be available to assist management in creating the PDF if needed.

We will coordinate with you the electronic submission and certification upon the reporting package completion. If applicable, we will provide copies of our report for you to include with the reporting package if there is a need to submit the package to pass-through entities.

The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of our reports or nine months after the end of the audit period.

We will retain our audit documentation for a period of at least seven years from the date of our report. You agree that following such period, we may destroy the audit documentation without notice to you.

To maintain independence, we will not act as the host of your financial or non-financial information or as your information back-up service provider. Instead, it is your responsibility to maintain a complete set of your financial and non-financial data and records. If some portion of your data and records is contained only within our files, you agree to inform us before the issuance of our report and we will provide that to you.

Except as may be noted herein, the parties do not intend this engagement letter to be for the benefit of any third-party. You may inform us of third-parties who will receive a copy of our report. Unless you inform us of such third-parties in writing, we are not aware of who you intend to supply our report to and we do not anticipate any such third-parties' reliance upon our professional services unless expressly stated herein.

In order to facilitate this engagement, we may transmit and store data via email, the cloud, or other electronic and Internet-based mechanisms. Please be aware that those mediums inherently pose a risk of misdirection or interception of confidential information. Any request you have to limit such transmissions or use a different means of transmission or storage must be made in writing and you will be responsible for any resulting compromise in data security.

July 11, 2023

Dispute Resolution Procedure including Jury Waiver

If a dispute arises out of or relates to this engagement or engagement letter, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation before resorting to litigation. In such event, the parties will attempt to agree upon a location, mediator, and mediation procedures, but absent such agreement any party may require mediation in Dallas, Texas, administered by the AAA under its Commercial Mediation Procedures.

This engagement letter and all disputes between the parties shall be governed by, resolved, and construed in accordance with the laws of the State of Texas, without regard to conflict-of-law principles. Any action arising out of or relating to this engagement or engagement letter shall only be brought in, and each party agrees to submit and consent to the exclusive jurisdiction of the federal or state courts in the State of Texas and convenience of those situated in Harris County, Texas.

Each party hereby irrevocably waives any right it may have to trial by jury in any proceeding arising out of or relating to this engagement or this engagement letter.

Whenever possible, this engagement letter shall be interpreted in such a manner as to be effective and valid under applicable laws, regulations, or published interpretation, but if any term of this engagement letter is declared illegal, unenforceable, or unconscionable, that term shall be severed or modified and the remaining terms of the engagement letter shall remain in force. The parties agree that the court should modify any term declared to be illegal, unenforceable, or unconscionable in a manner that will retain the intended term as closely as possible.

If because of a change in status or due to any other reason, any provision in this engagement letter would be prohibited by, or would impair our independence under laws, regulations or published interpretations by governmental bodies, professional organizations or other regulatory agencies, such provision shall, to that extent, be of no further force and effect and this agreement shall consist of the remaining portions.

Miscellaneous

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of the latest external peer review report of our firm for your consideration and files.

We may at times provide you with documents marked as drafts. You understand that those documents are for your review purposes only. You should not rely upon those documents in any way.

Although the engagement partner responsible for this engagement is a licensed certified public accountant, we inform you that we have nonlicensees who may provide services pertaining to this engagement.

If you intend to make reference to our firm or include our report or any portion of it in a published document or other reproduction, and that document or other reproduction includes a version of our report or the financial statements that is assembled differently than any version we provided you or audited, you agree to provide us with printers' proofs or masters for our review and approval before reproducing. You also agree to provide us with a copy of the final reproduced material for our written approval before it is distributed. If, in our professional judgment, the circumstances require, we may withhold our approval. This requirement does not pertain to distributing our report or the financial statements when you do not modify their assembly or in situations where you disseminate the audited financial statements as a standalone document, such as on your website.

This engagement letter sets forth all of the agreed upon terms and conditions of our engagement with respect to the matters covered herein and supersedes any that may have come before. This engagement letter may not be amended or modified except by further writing signed by all the parties. Any provisions of this engagement letter which expressly or by implication are intended to survive its termination or expiration will survive and continue to bind the parties. The use of electronic signatures or multiple counterparts to execute this engagement letter shall have the same force and effect as a manually or physically signed original instrument.

July 11, 2023

We appreciate the opportunity to assist you and look forward to working with you and your team.

Sincerely,

Weaver and Tidwell, L.L.P.

WEAVER AND TIDWELL, L.L.P.

Dallas, Texas

Please sign and return a copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our engagement as described herein, including each party's respective responsibilities. By signing below, the signatory also represents that they have been authorized to execute this agreement.

Town of Prosper

By: _____

Printed Name: _____

Title: _____

Date: _____



Report on Firm's System of Quality Control

September 19, 2022

To the Partners of Weaver & Tidwell, L.L.P.
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Weaver & Tidwell, L.L.P. (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans, an audit performed under FDICIA, and examinations of service organizations [SOC 1 and SOC 2 engagements].)

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Weaver & Tidwell, L.L.P. applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Weaver & Tidwell, L.L.P. has received a peer review rating of *pass*.

A handwritten signature in cursive script that reads "Eide Bailly LLP".

Eide Bailly LLP



TOWN ATTORNEY

To: Mayor and Town Council

From: Terrence S. Welch, Town Attorney

Re: Oncor's Distribution Cost Recovery Factor and Mobile Generation Riders Filing

Town Council Meeting – July 25, 2023

Agenda Item:

Consider and act upon a resolution authorizing the Town to participate with the Oncor Steering Committee of Cities regarding Oncor Electric Delivery Company's filing of an application with the Texas Public Utility Commission to amend its distribution cost recovery factor and to update mobile generation riders and finding that Oncor's proposed rates are unreasonable and are denied.

Description of Agenda Item:

On June 30, 2023, Oncor Electric Delivery Company, LLC ("Oncor" or "Company") filed an application to amend its Distribution Cost Recovery Factor ("DCRF") and update its Mobile Generation Riders to increase distribution rates within each of the cities in its service area. In the filing, the Company asserts it is seeking an increase in distribution revenues of approximately \$152.78 million. The Company is also seeking to update its Rider Mobile Generation and Rider Wholesale Mobile Generation to recover revenue related to mobile generation unit leasing and operation. The Rider would recover approximately \$1.07 million.

The attached resolution authorizes the Town to join with the Steering Committee of Cities Served by Oncor ("OCSC") to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue. Specifically, the resolution addresses the following issues: (1) authorizes the Town to participate with OCSC as a party in the Company's DCRF filing, PUC Docket No. 55190; (2) authorizes the hiring of the Austin law firm of Lloyd Gosselink and consultants to review the filing, negotiate with the Company, and make recommendations to the Town regarding reasonable rates as well as authorizing OCSC Cities to direct any necessary administrative proceedings or court litigation associated with an appeal of the Oncor application filed with the PUC; (3) finds that the Company's application is unreasonable and should be denied and the Company's current rates shall not be changed; (4) requires that the Company reimburse the Cities for their reasonable rate case expenses (legal counsel and consultants approved by the Cities will submit monthly invoices that will be forwarded to Oncor for reimbursement); (5) recites that the attached resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noticed; and (6) provides that Oncor and counsel for OCSC will be notified of the Town's action by sending a copy of the approved and signed Resolution to counsel.

Budget Impact:

There is no budgetary impact affiliated with this item.

Legal Obligations and Review:

The Town Attorney has prepared the attached resolution.

Attached Documents:

1. Resolution.

Town Staff Recommendation:

The Town Attorney recommends the Town Council approve the attached resolution and after adoption, forward executed copies of the resolution to both Oncor and the attorney for the Cities.

Proposed Motion:

I move to approve the attached resolution authorizing the Town to participate with the Oncor Steering Committee of Cities regarding Oncor Electric Delivery Company's filing of an application with the Texas Public Utility Commission to amend its distribution cost recovery factor and to update mobile generation riders, and further finding that Oncor's proposed rates are unreasonable and are denied.

TOWN OF PROSPER, TEXAS

RESOLUTION NO. 2023-XX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY LLC'S APPLICATION TO AMEND ITS DISTRIBUTION COST RECOVERY FACTOR AND UPDATE GENERATION RIDERS TO INCREASE DISTRIBUTION RATES WITHIN THE TOWN SHOULD BE DENIED; AUTHORIZING PARTICIPATION WITH ONCOR CITIES STEERING COMMITTEE; AUTHORIZING THE HIRING OF LEGAL COUNSEL; FINDING THAT THE TOWN'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Prosper, Texas ("Town") is an electric utility customer of Oncor Electric Delivery Company LLC ("Oncor" or "Company"), and a regulatory authority with an interest in the rates and charges of Oncor; and

WHEREAS, the Oncor Cities Steering Committee ("OCSC") is a coalition of similarly situated cities served by Oncor that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in Oncor's service area in matters before the Public Utility Commission and the courts; and

WHEREAS, on or about June 29, 2023, Oncor filed with the Town an Application to Amend its Distribution Cost Recovery Factor and Update Mobile Generation Riders ("DCRF"), Public Utility Commission Docket No. 55190, seeking to increase distribution rates by \$152.78 million annually and update Oncor's Rider Mobile Generation and Rider Wholesale Generation to recover \$1.07 million related to mobile generation facilities; and

WHEREAS, all electric utility customers residing in the Town will be impacted by this ratemaking proceeding if it is granted; and

WHEREAS, the Town of Prosper will cooperate with OCSC in coordinating its review of Oncor's DCRF filing with designated attorneys and consultants to resolve issues in the Company's application; and

WHEREAS, OCSC's members and attorneys recommend that members deny Oncor's DCRF.

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

SECTION 1

All of the above premises are found to be true and correct legislative determinations of the Town of Prosper, Texas, and are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

SECTION 2

The Town is authorized to participate with OCSC in Public Utility Commission Docket No. 55190.

SECTION 3

Subject to the right to terminate employment at any time, the Town of Prosper hereby authorizes the hiring of the law firm of Lloyd Gosselink Rochelle & Townsend, P.C. and consultants to negotiate with the Company, make recommendations to the Town regarding reasonable rates, and to direct any necessary administrative proceedings or court litigation associated with an appeal of this application with the Public Utility Commission.

SECTION 4

The rates proposed by Oncor to be recovered through its DCRF charged to customers located within the Town limits, are hereby found to be unreasonable and shall be denied.

SECTION 5

The Company shall continue to charge its existing rates to customers within the Town.

SECTION 6

The Town's reasonable rate case expenses shall be reimbursed in full by Oncor within thirty (30) days of the presentation of an invoice to Oncor.

SECTION 7

It is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 8

A copy of this Resolution shall be sent to J. Michael Sherburne, Vice President—Regulatory, Oncor Electric Delivery Company LLC, 1616 Woodall Rogers Freeway, Dallas, Texas 75202, and to Thomas L. Brocato, General Counsel to OCSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, TX 78701.

SECTION 9

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 25TH DAY OF JULY, 2023.

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney



ADMINISTRATION

To: Mayor and Town Council

From: Chuck Ewings, Assistant Town Manager

Through: Mario Canizares, Town Manager

Re: Resolution of Support – TNMP Transmission Line Improvements

Town Council Meeting – July 25, 2023

Agenda Item:

Consider and act upon a resolution supporting the proposed transmission line routes presented by the Texas-New Mexico Power Company to the Public Utility Commission (PUC).

Description of Agenda Item:

To improve electricity reliability, the Texas-New Mexico Power (TNMP) Company is proposing to add transmission line capacity within its service area. A portion of the proposed improvements extend in to Prosper along Parvin Road and FM 1385. This is shown on Exhibit A of the resolution as segment 4A. The proposed line, if approved by the Texas Public Utility Commission, would connect to the existing power substation located on FM 1385, south of Parvin Road.

In reviewing the proposal, staff does not anticipate a significant increase in impact based on the existing lines and substation. The Town of Prosper has few residents in the area and the Comprehensive Plan Advisory Committee is considering recommending additional commercial uses in that area.

TNMP has requested a resolution of support to submit with their proposal to the Texas PUC.

Budget Impact:

There is no budgetary impact affiliated with this item.

Legal Obligations and Review:

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

Attached Documents:

1. Resolution
2. Exhibit A

Town Staff Recommendation:

Town Staff recommends approval of a resolution supporting the proposed transmission line routes presented by the Texas-New Mexico Power Company to the Public Utility Commission (PUC).

Proposed Motion:

I move to approve a resolution supporting the proposed transmission line routes presented by the Texas-New Mexico Power Company to the Public Utility Commission (PUC).

TOWN OF PROSPER, TEXAS**RESOLUTION NO. 2023-__****A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, SUPPORTING A ROUTE FOR TEXAS-NEW MEXICO POWER COMPANY'S TRANSMISSION LINE; MAKING FINDINGS; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Texas-New Mexico Power Company ("TNMP") is proposing to construct a new 138 KV transmission line from a proposed Pilot Point substation to serve Collin, Denton, or Grayson Counties; and

WHEREAS, TNMP has submitted to the Town a map reflecting the proposed new transmission line, attached to this Resolution as Exhibit A and incorporated by reference; and

WHEREAS, the Town Council of the Town of Prosper, Texas (the "Town"), believes the proposed new transmission line is in the public interest in order to improve the reliability of electric service delivered to residents in or near the Town, and approves such line as reflected in attached Exhibit A.

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

SECTION 1

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

SECTION 2

The Town Council of the Town of Prosper, Texas, hereby supports and recommends approval of the proposed 138 KV transmission line to support the rapid load growth in the area, and to increase the reliability of electric service in the area.

SECTION 3

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

SECTION 4

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 25TH DAY OF JULY, 2023.

David F. Bristol, Mayor

ATTEST:

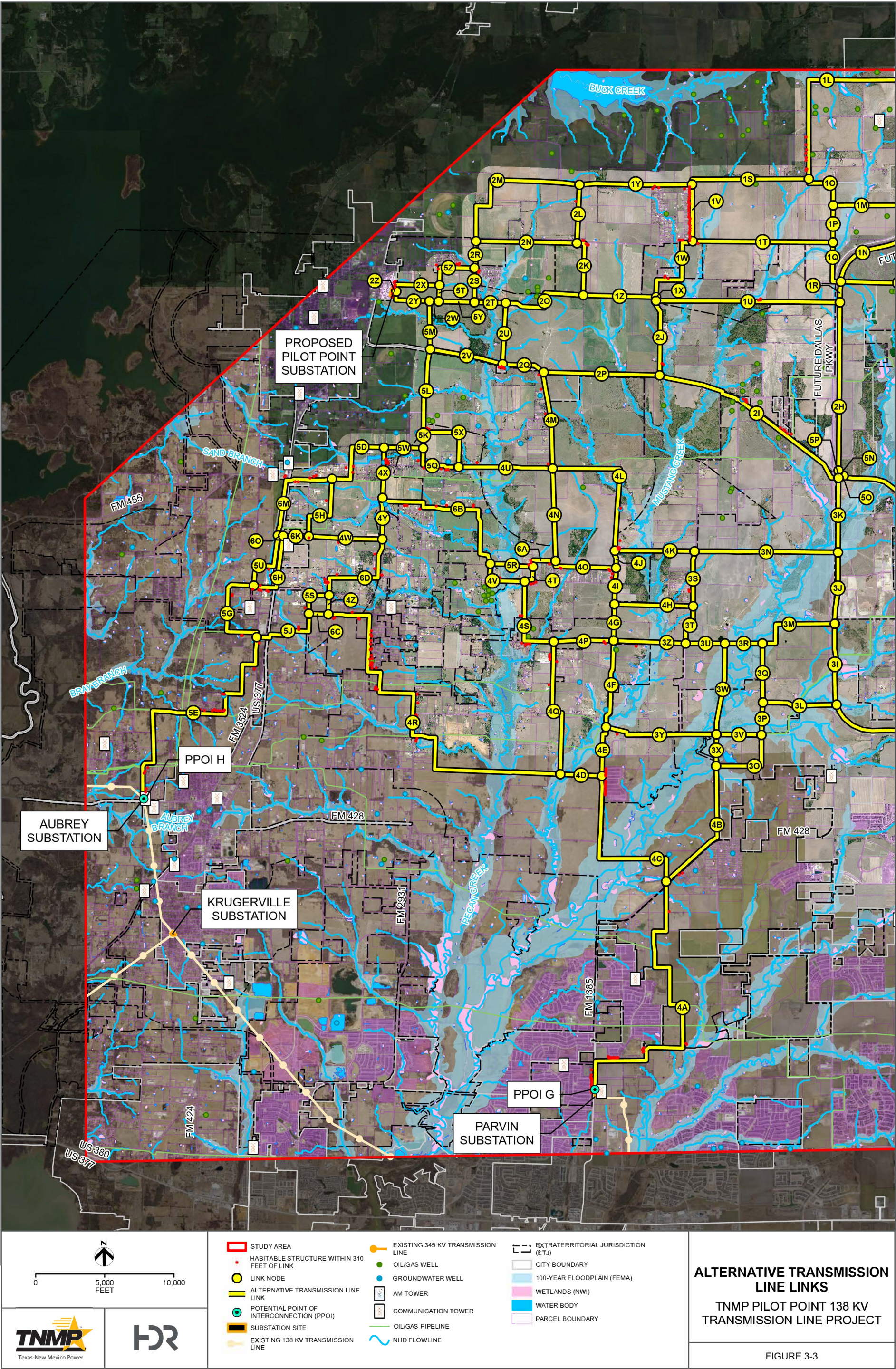
Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney

EXHIBIT A

(TNMP Pilot Point 138KV Transmission Line Project)



PATH: O:\10324909_10189_TNMP_PILOT_POINT_TRANSMISSION_LINE_PROJECT\MAP_DOCS\FIGURES\EA\FIGURES\EA_FIGURES_20230518.APRX - USER: JOCKOOL - DATE: 5/18/2023

PARKS AND RECREATION

To: Mayor and Town Council

From: Dan Baker, Director of Parks and Recreation

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

Re: Annual Maintenance Contract – Weatherproofing Services

Town Council Meeting – July 25, 2023

Agenda Item:

Consider and act upon approval of annual maintenance purchase orders with Weatherproofing Services for the town for FY 2022-2023 and authorizing the Town Manager to execute documents for the same.

Description of Agenda Item:

Staff is asking for the approval of an annual purchase amount for Weatherproofing Services to allow for necessary maintenance and repair of town facilities. This company specializes in roofing and waterproofing facilities and assets related to leaks at roofs, walls, windows, and below grade assets.

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

The Town of Prosper entered into interlocal participation agreements with the Texas Local Government Purchasing Cooperative. Participation in the cooperative purchasing programs allow our local government to purchase goods and services through the cooperative programs, while satisfying all competitive bidding requirements. The Town will utilize TIPS Contract #23010402 for Weatherproofing Services.

Budget Impact:

The estimated amount for purchase orders for Weatherproofing Services for FY 2022-2023 is \$75,000 and will be funded with FY 2022-2023 Operating Funds.

Legal Obligations and Review:

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

Attached Documents:

1. TIPS Weatherproofing Services Annual Contract

Town Staff Recommendation:

Town Staff recommends approval of annual maintenance purchase order with Weatherproofing Services for the town for FY 2022-2023 and authorizing the Town Manager to execute documents for the same.

Proposed Motion:

I move to approve the annual maintenance purchase orders with Weatherproofing Services for the town for FY 2022-2023 and authorizing the Town Manager to execute documents for the same.



Printed 4 May 2023

www.wstexas.com



Weatherproofing Services

EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM PO AND QUOTE MUST REFERENCE VENDOR'S TIPS
CONTRACT NUMBER ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT

	<u>PAYMENT TO</u>	<u>TIPS CONTACT</u>
ADDRESS	2336 Oak Grove Lane	NAME David Mabe
CITY	Aubrey	PHONE (866) 839-8477
STATE	TX	FAX (866) 839-8472
ZIP	76227	EMAIL david.mabe@tips-usa.com

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: Y

HUB: Y

SERVING STATES

TX

Overview

<p>Weatherproofing Services is an exterior building envelope waterproofing, roofing, and sheet-metal service company, providing services to institutional, governmental, and commercial facility managers. Weatherproofing Services was established in 2005 by personnel with thirty plus years experience in the industry and recognized for their problem leak solving diagnostics and high rated quality of work.</p>

AWARDED CONTRACTS "View EDGAR Doc" on Website

Item 7.

Contract	Comodity	Exp Date	EDGAR
23010401	Trades, Labor, and Materials (NON-JOC)	04/30/2028	See EDGAR Certification Doc.
23010402	Trades, Labor, and Materials (JOC)	04/30/2025	See EDGAR Certification Doc.

CONTACTS BY CONTRACTS**23010401**

Gary Place	Vice President	(972) 731-8222	gary@wstexas.com
Ricky Whitfield	Account Executive	(972) 731-8222	ricky@wstexas.com

23010402

Gary Place	Vice President	(972) 731-8222	gary@wstexas.com
Ricky Whitfield	Account Executive	(972) 731-8222	ricky@wstexas.com



ENGINEERING SERVICES

To: Mayor and Town Council

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

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

Re: School Zone Ordinance Amendment

Town Council Meeting – July 25, 2023

Agenda Item:

Consider and act upon an ordinance amending Section 12.09.004 "School Traffic Zones" of Chapter 12 "Traffic and Vehicles" of the Town's Code of Ordinances by modifying the limits and hours of operation of such zones.

Description of Agenda Item:

For the upcoming 2023-2024 school year, the Prosper Independent School District (PISD) will open its third high school, second in the Town of Prosper, named Walnut Grove High School. It is located on First Street between Coit Road and Custer Road. In addition, Denton Independent School District (DISD) will be opening its first campus in the Town of Prosper, Cheek Middle School, located on Denton Way just east of FM 1385 and north of Gee Road.

The start and end times for all PISD elementary, middle, and high schools for the 2023-2024 school year remain the same as last year, as shown below:

<u>Elementary School Hours - PISD</u>	<u>Start</u>	<u>End</u>
Current	7:42 AM	2:52 PM
<u>Middle School Hours - PISD</u>	<u>Start</u>	<u>End</u>
Current	8:15 AM	3:30 PM
<u>High School Hours - PISD</u>	<u>Start</u>	<u>End</u>
Current	8:45 AM	4:10 PM

While the start time for DISD's middle school is the same as PISD, the end time is slightly different, as shown below:

<u>Middle School Hours - DISD</u>	<u>Start</u>	<u>End</u>
Current	8:15 AM	3:35 PM

Typical hours of operation for school zones are from approximately 30 minutes before to approximately 15 minutes after the start of school and from approximately 15 minutes before to approximately 30 minutes after the end of school. However, when the school zone ordinance was amended in 2022, because of the atypical, proposed start and end times for the elementary school being so close to the current school zone times at that time, the elementary school zone times remain unchanged and were set up to begin 27 minutes before school starts and end 18 after school starts, and begin 17 minutes before school ends and end 28 minutes after school ends. There are no proposed changes to the school zones for the elementary schools as shown below:

Elementary School Hours (2021-2022)	School Zone Hours
7:45 AM to 2:50 PM	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM
Elementary School Hours (Current)	School Zone Hours
7:42 AM to 2:52 PM	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM

For PISD, the middle school zone hours and high school zone hours remain unchanged, and the current high school zone hours will be applied to Walnut Grove High School.

Middle School Hours - PISD (Current)	School Zone Hours
8:15 AM to 3:30 PM	7:45 AM to 8:30 AM 3:15 PM to 4:00 PM
High School Hours - PISD (Current)	School Zone Hours
8:45 AM to 4:10 PM	8:15 AM to 9:00 AM 3:55 PM to 4:40 PM

For DISD, the school zone hours for Cheek Middle School are shown below:

Middle School Hours - DISD (Current)	School Zone Hours
8:15 AM to 3:35 PM	7:45 AM to 8:30 AM 3:20 PM to 4:05 PM

Previously approved deviations from the typical hours of operation include the following:

- August 25, 2020 – Town Council approved extending the morning and afternoon school zone time along Fishtrap Road for Rushing Middle School to start at the same time as the start of the morning and afternoon school zone hours for Stuber Elementary. This allows the school zone flashers along Fishtrap Road to be active when the Stuber Elementary School students are crossing at Fishtrap Road and Chaucer Drive. The PISD has a crossing guard placed at this intersection.
- July 23, 2019 – Town Council approved extending the afternoon school zone time along La Cima Boulevard at Amistad Drive to end 70 minutes after Folsom Elementary ends to allow students walking home from Rogers Middle School additional time to cross La Cima Boulevard. This corresponds to the July 25, 2017, approved deviation along La Cima Boulevard at Arrowhead Drive.
- December 9, 2014 – Town Council approved extending the morning school zone time for Rogers Middle School to start 45 minutes before school due to the significant volume of early pedestrian traffic.
- July 25, 2017 – Town Council approved extending the afternoon school zone time on La Cima Boulevard at Arrowhead to end 70 minutes after Folsom Elementary ends to allow students walking home from Rogers Middle School additional time to cross La Cima Boulevard.

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 Section 12.09.004 "School Traffic Zones" of Chapter 12 "Traffic and Vehicles" of the Town's Code of Ordinances by modifying the limits and hours of operation of such zone.

Proposed Motion:

I move to approve an ordinance amending Section 12.09.004 "School Traffic Zones" of Chapter 12 "Traffic and Vehicles" of the Town's Code of Ordinances by modifying the limits and hours of operation of such zones.

TOWN OF PROSPER, TEXAS

ORDINANCE NO. 2023 - ____

AN ORDINANCE OF THE TOWN OF PROSPER, TEXAS, AMENDING SECTION 12.09.004, "SCHOOL TRAFFIC ZONES," OF CHAPTER 12, "TRAFFIC AND VEHICLES," OF THE CODE OF ORDINANCES OF THE TOWN OF PROSPER BY MODIFYING THE LIMITS ON WHICH SCHOOL ZONES ARE ESTABLISHED; MODIFYING THE HOURS OF OPERATION OF SUCH ZONES; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

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

WHEREAS, Section 541.302 of the Texas Transportation Code defines a "school crossing zone" as a reduced-speed zone designated on a street by a local authority to facilitate safe crossing of the street by children going to or leaving a public or private elementary or secondary school during the time the reduced speed limit applies; and

WHEREAS, Section 545.356 of the Texas Transportation Code provides that the governing body of a municipality may alter prima facie speed limits by ordinance based on the results of an engineering and traffic investigation; and

WHEREAS, the Town Council has investigated and finds that it is necessary for the protection and safety of children going to and leaving public elementary and secondary schools within Prosper to amend Section 12.09.004, "School Traffic Zones," of the Code of Ordinances to modify the reduced speed school zones on certain public streets as set forth herein.

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

SECTION 1

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

SECTION 2

Existing Section 12.09.004, "School Traffic Zones," of Chapter 12, "Traffic and Vehicles," of the Code of Ordinances of the Town of Prosper, Texas, is hereby amended by modifying the limits on which school zones are established, and the hours of operation of such zones, to read as follows:

<u>Street Name</u>	<u>Limits</u>	<u>Hours of Operation</u>	<u>Speed Limit</u>
<u>Bryant Elementary School</u>			
Falling Leaves Drive	From 200 feet north of Ironwood Drive to Ironwood Drive	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
Freeman Way	From 200 feet west of Goldenrod Lane to Teel Parkway	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
Goldenrod Lane	From 200 feet south of Freeman Way to Ironwood Drive	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
Ironwood Drive	From 200 feet west of Goldenrod Lane to Teel Parkway	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
Old Rosebud Lane	From 200 feet west of Goldenrod Lane to Goldenrod Lane	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
Rock Springs Drive	From 200 feet north of Ironwood Drive to Ironwood Drive	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
Seven Oaks Drive	From 220 feet south of Freeman Way to Freeman Way	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
Teel Parkway	From 300 feet north of Ironwood Drive to 300 feet south of Freeman Way	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
<u>Cockrell Elementary School</u>			
Cliff Creek Drive	From 130 feet southwest of school property to Evergreen Drive.	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
Escalante Trail	From Whitley Place Drive to Prosper Trail	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
Evergreen Drive	From 130 feet southwest of Orchard Grove Drive	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
Fisher Road	From Escalante Drive to 205 feet east of Escalante Drive	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
Mesa Drive	From Escalante Drive to 200 feet east of Escalante Drive	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
Orchard Grove Drive	From Evergreen Drive to Escalante Trail	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
Prosper Trail	From 750 feet west of Escalante Trail to 300 feet east of Escalante Trail	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
Red Wing Drive	From Escalante Drive to 215 feet east of Escalante Drive	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
Whitley Place Drive	From 150 feet southwest of Escalante Trail to 150 feet northeast of Escalante Trail	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20

<u>Folsom Elementary School</u>			
Amistad Drive	From La Cima Boulevard to 100 feet northwest of La Cima Boulevard	7:15 AM to 8:00 AM 2:35 PM to 4:00 PM	20
Amistad Drive	From La Cima Boulevard to 190 feet southeast of La Cima Boulevard	7:15 AM to 8:00 AM 2:35 PM to 4:00 PM	20
Arrowhead Drive	From La Cima Boulevard to 120 feet southeast of La Cima Boulevard	7:15 AM to 8:00 AM 2:35 PM to 4:00 PM	20
Arrowhead Drive	From 270 feet northwest of Sommerville Drive to Sommerville Drive	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
Buffalo Springs Drive	From 200 feet north of Cedar Lake Drive to 185 feet south of Cedar Lake Drive	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
Calaveras Court	From 260 feet northwest of Sommerville Drive to Sommerville Drive	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
Cedar Lake Drive	From 135 feet west of Buffalo Springs Drive to White River Drive	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
La Cima Boulevard	From 255 feet southwest of Amistad Drive to 260 feet northeast of Amistad Drive	7:15 AM to 8:00 AM 2:35 PM to 4:00 PM	20
La Cima Boulevard	From 300 feet southwest of Arrowhead Drive to 300 feet northeast of Arrowhead Drive	7:15 AM to 8:00 AM 2:35 PM to 4:00 PM	20
Livingston Drive	From 180 feet northwest of Salada Drive to Twin Buttes Drive	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
Monticello Drive	From 130 feet northwest of La Cima Boulevard to La Cima Boulevard	7:15 AM to 8:00 AM 2:35 PM to 4:00 PM	20
Salada Drive	From Livingston Drive to 175 feet north east of Livingston Drive	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
Sommerville Drive	From White River Drive to Livingston Drive	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
Texana Drive	From Livingston Drive to 180 feet northeast of Livingston Drive	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
Twin Buttes Drive	From Livingston Drive to 170 feet northeast of Livingston Drive	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
White River Drive	From 190 feet south of Cedar Lake Drive to 280 feet north of Sommerville Drive	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
<u>Hall Elementary School</u>			
Big Sky Drive	From Edgewood Lane to 130 feet west of Edgewood Lane	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
Edgewood Lane	From Kessler Drive to 130 feet south of Big Sky Drive	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
Gentle Knoll Lane	From Star Meadow Drive to 200 feet north of Star Meadow Drive	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
Glendover Drive	From Kessler Drive to 240 feet south of Kessler Drive	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
Kessler Drive	From Star Trail Parkway to Edgewood Lane	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
Legacy Drive	From 300 feet north of Star Meadow Drive to 850 feet south of Star Meadow Drive	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20

Star Meadow Drive	From Legacy Drive to 200 feet east of Gentle Knoll Lane	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
Star Trail Parkway	From 200 feet northeast of Kessler Drive to 200 feet southwest of Kessler Drive	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
<u>Rucker Elementary School</u>			
Craig Road	From 100 feet north of Preston Road to 100 feet south of First Street	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
<u>Stuber Elementary School</u>			
Clearwater Drive	From 210 feet west of Village Park Lane to Village Park Lane	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
First Street	From 300 feet west of Village Park Lane to 610 feet east of Village Park Lane	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
Highland Street	From 160 feet west of Village Park Lane to Village Park Lane	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
Shadow Ridge Drive	From 215 feet west of Village Park Lane to Village Park Lane	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
Village Park Lane	From First Street to Highland Street	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
Zilker Parkway	From 160 south of Highland Street to Highland Street	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
<u>Windsong Elementary School</u>			
Copper Canyon Drive	From 115 feet south of Marigold Lane to First Street	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
First Street	From 300 feet west of Redstem Drive to 300 feet east of Copper Canyon Drive	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
First Street	From 260 feet west of Windsong Parkway to 220 feet east of Windsong Parkway	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
Lantana Lane	From 200 feet east of Copper Canyon Drive to Copper Canyon Drive	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
Marigold Lane	From 145 feet west of Redstem Drive to 135 feet east of Copper Canyon Drive	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
Paddock Lane	From 265 feet west of Redstem Drive to Redstem Drive	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
Pine Leaf Lane	From 265 feet east of Copper Canyon Drive to Copper Canyon Drive	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
Porosa Lane	From 200 feet west of Redstem Drive to Redstem Drive	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
Prairie Clover Lane	From 265 feet east of Copper Canyon Drive to Copper Canyon Drive	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
Redstem Drive	From 125 feet south of Marigold Lane to First Street	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
Sweet Clover Drive	From 265 feet east of Copper Canyon Drive to Copper Canyon Drive	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
Windsong Parkway	From 120 feet north of First Street to 120 feet south of First Street	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20

<u>Cheek Middle School</u>			
Denton Way	From 1,500 east of FM 1385 to 1,850 north of Gee Road	7:45 AM to 8:30 AM 3:20 PM to 4:05 PM	20
<u>Reynolds Middle School</u>			
Church Street	From 30 feet north of Eighth Street to Prosper ISD Property Line	7:45 AM to 8:30 AM 3:15 PM to 4:00 PM	20
Coleman Street	From 160 feet north of Gorgeous Drive to 60 feet south of Wilson Drive	7:45 AM to 8:30 AM 3:15 PM to 4:00 PM	20
<u>Rogers Middle School</u>			
Coit Road	From 300 feet south of Richland Boulevard to 1,150 feet north of Richland Boulevard	7:30 AM to 8:30 AM 3:15 PM to 4:00 PM	20
Richland Boulevard	From 300 feet west of Coit Road to east end of roadway	7:30 AM to 8:30 AM 3:15 PM to 4:00 PM	20
<u>Rushing Middle School</u>			
Chaucer Drive	From First Street to Clearwater Drive	7:15 AM to 8:30 AM 2:35 PM to 4:00 PM	20
Clearwater Drive	From 300 feet east of Chaucer Drive to Grove Vale Drive	7:15 AM to 8:30 AM 2:35 PM to 4:00 PM	20
First Street	From 300 feet west of Chaucer Drive to 190 feet west of Winsor Dr.	7:15 AM to 8:30 AM 2:35 PM to 4:00 PM	20
Grove Vale Drive	From 30 feet south of Clearwater Drive to Clearwater Drive	7:15 AM to 8:30 AM 2:35 PM to 4:00 PM	20
<u>Prosper High School</u>			
Coleman Street	From 110 feet east of Talon Lane to 1,900 feet east of Talon Lane	8:15 AM to 9:00 AM 3:55 PM to 4:40 PM	20
Frontier Parkway	From 3,930 feet west of SH 289 (Preston Road) to 3,305 feet west of SH 289 (Preston Road)	8:15 AM to 9:00 AM 3:55 PM to 4:40 PM	20
<u>Walnut Grove High School</u>			
First Street	From 1,300 west of Granite Shoal Drive to 300 feet east of Old First Street	8:15 AM to 9:00 AM 3:55 PM to 4:40 PM	20
Granite Shoal Drive	From First Street to 200 feet north of First Street	8:15 AM to 9:00 AM 3:55 PM to 4:40 PM	20
Old First Street	From First Street to 200 feet north of First Street	8:15 AM to 9:00 AM 3:55 PM to 4:40 PM	20
Wildcat Way	From First Street to south end of roadway	8:15 AM to 9:00 AM 3:55 PM to 4:40 PM	20

SECTION 3

All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portion of conflicting ordinances shall remain in full force and effect.

SECTION 4

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

SECTION 5

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

SECTION 6

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 25TH DAY OF JULY, 2023.

APPROVED:

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney



PLANNING

To: Mayor and Town Council

From: David Soto, Planning Manager

Through: Mario Canizares, Town Manager
Chuck Ewings, Assistant Town Manager
David Hoover, Director of Development Services

Re: Downtown Zoning Ordinance

Town Council Meeting – July 25, 2023

Agenda Item:

Consider and act upon an ordinance to rezone 0.3± acres from Single Family-15 (SF-15) to Downtown Retail (DTR), on Lots 3-5, located south of Fifth Street and East of Main Street. (ZONE-23-0001)

Description of Agenda Item:

On June 27, 2023, the Town Council approved the proposed request, by a vote of 7-0. A zoning ordinance has been prepared accordingly.

Legal Obligations and Review:

Town Attorney, Terrence Welch of Brown & Hofmeister, L.L.P., has approved the standard ordinance as to form and legality.

Attachments:

1. Ordinance
2. Ordinance Exhibit

Town Staff Recommendation:

Town Staff recommends approval of an ordinance to rezone 0.3± acres from Single Family-15 (SF-15) to Downtown Retail (DTR), on Lots 3-5, located south of Fifth Street and East of Main Street. (ZONE-23-0001)

Proposed Motion:

I move to approve an ordinance to rezone 0.3± acres from Single Family-15 (SF-15) to Downtown Retail (DTR), on Lots 3-5, located south of Fifth Street and East of Main Street. (ZONE-23-0001)

TOWN OF PROSPER, TEXAS

ORDINANCE NO. 2023-__

AN ORDINANCE OF THE TOWN OF PROSPER, TEXAS, AMENDING PROSPER'S ZONING ORDINANCE BY REZONING A TRACT OF LAND CONSISTING OF 0.390 ACRE, SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 147, IN THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS FROM SINGLE FAMILY-15 (SF-15) TO DOWNTOWN RETAIL (DTR); DESCRIBING THE TRACT TO BE REZONED; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVING AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

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

WHEREAS, the Town of Prosper, Texas ("Prosper") has received a request from John Kim ("Applicant"), to rezone 0.390 acre of land, more or less, in the Collin County School Land Survey, Abstract No. 147, in the Town of Prosper, Collin County, Texas, from Single Family-15 (SF-15) to Downtown Retail (DTR) and being more particularly described in Exhibit "A," attached hereto and incorporated herein for all purposes; and

WHEREAS, the Town Council has investigated and determined that the facts contained in the request are true and correct; and

WHEREAS, all legal notices required for rezoning have been given in the manner and form set forth by law, Public Hearings have been held, and all other requirements of notice and completion of such procedures have been fulfilled; and

WHEREAS, the Town Council has further investigated into and determined that it will be advantageous and beneficial to Prosper and its inhabitants to rezone this property as set forth below.

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

SECTION 1

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

SECTION 2

Amendment to the Town's Zoning Ordinance. The Town's Zoning Ordinance is amended as follows: The zoning designation of the below described property containing 0.390 acres of land, more or less, in the Collin County School Land Survey, Abstract No. 147, in the Town of Prosper, Collin County, Texas, (the "Property") and all streets, roads, and alleyways contiguous and/or adjacent thereto is hereby zoned as Downtown Retail (DTR) and being more particularly described in Exhibit "A," attached hereto and incorporated herein for all purposes as if set forth verbatim.

All development plans, standards, and uses for the Property shall comply fully with the requirements of all ordinances, rules, and regulations of the Town of Prosper, as they currently exist or may be amended.

Two (2) original, official, and identical copies of the zoning exhibit map are hereby adopted and shall be filed and maintained as follows:

- a. One (1) copy shall be filed with the Town Secretary and retained as an original record and shall not be changed in any manner.
- b. One (1) copy shall be filed with the Building Official and shall be maintained up to date by posting thereon all changes and subsequent amendments for observation, issuing building permits, certificates of compliance and occupancy, and enforcing the zoning ordinance. Reproduction for information purposes may from time-to-time be made of the official zoning district map.

SECTION 3

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

SECTION 4

Unlawful Use of Premises. It shall be unlawful for any person, firm or corporation to make use of said premises in some manner other than as authorized by this Ordinance, and shall be unlawful for any person, firm or corporation to construct on said premises any building that is not in conformity with the permissible uses under this Zoning Ordinance.

SECTION 5

Penalty. Any person, firm, corporation or business entity violating this Ordinance, or any provision of Prosper's Zoning Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined any sum not exceeding Two Thousand Dollars (\$2,000.00). Each continuing day's violation under this Ordinance shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude Prosper from filing suit to enjoin the violation. Prosper retains all legal rights and remedies available to it pursuant to local, state and federal law.

SECTION 6

Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Prosper hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 7

Savings/Repealing Clause. Prosper's Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other Ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the appeal prevent a prosecution from being commenced for any violation if occurring prior to the repealing of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 8

Effective Date. This Ordinance shall become effective from and after its adoption and publications as required by law.

DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 25TH DAY OF JULY, 2023.

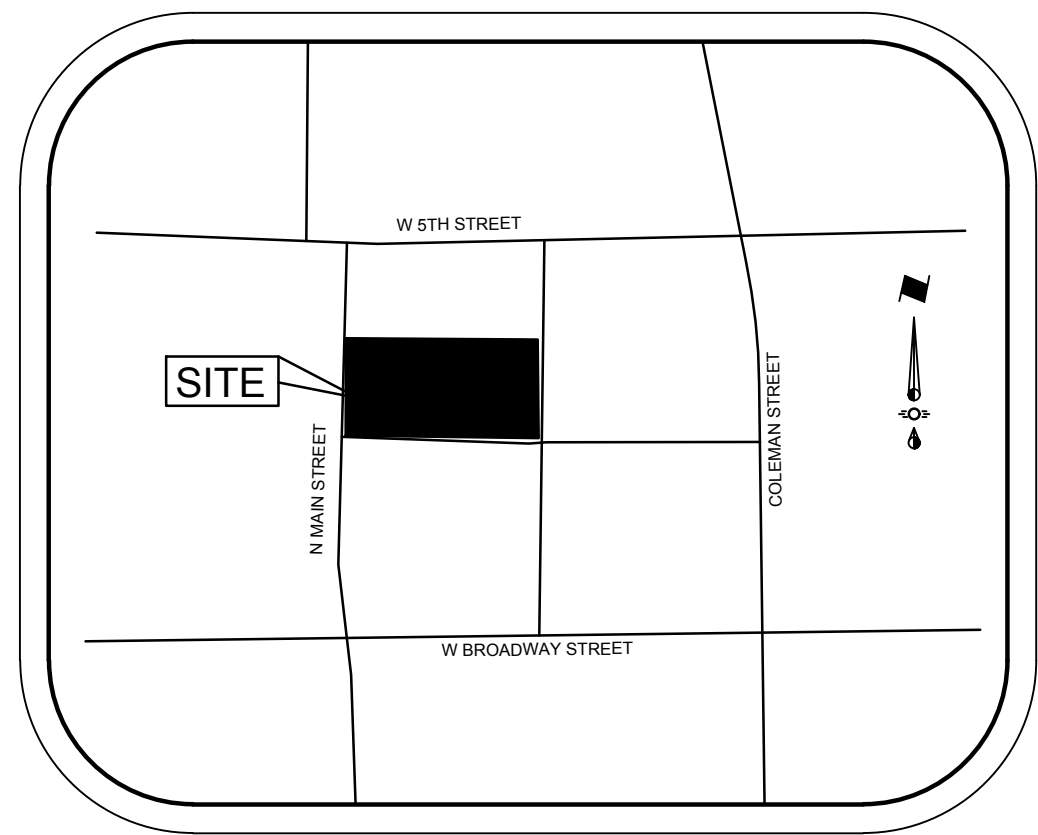
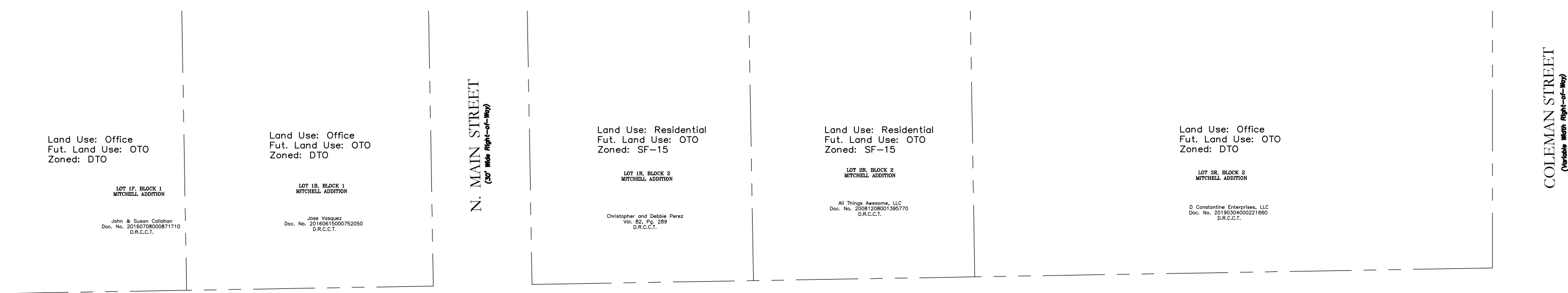
David F. Bristol, Mayor

ATTEST:

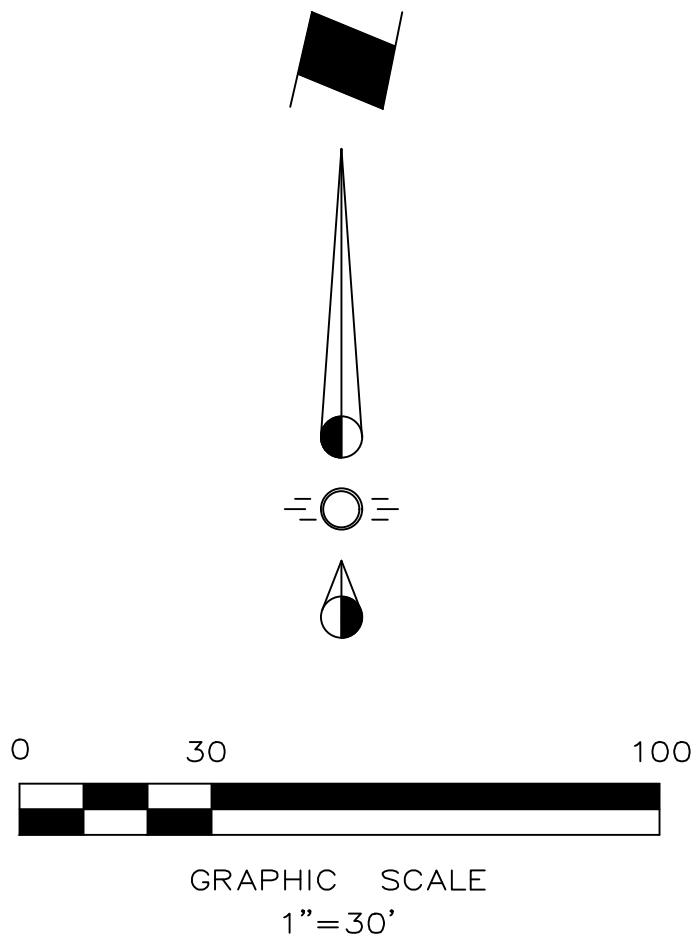
Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney



Vicinity Map
NTS



LEGEND

- Limits of Zoning
- P.O.B. Point of Beginning

SYNOPSIS

Address: 106 N MAIN STREET
Current Zoning: SF-15
Proposed Zoning: DTR (Downtown Retail)

AREA INFORMATION

Block A, Lots 3-5
0.258 Net Acres located in
the Town of Prosper, Collin
County, Texas.

LEGAL DESCRIPTION

Bryant's Addition
Town of Prosper
Collin County, Texas

SITUATED in the Town of Prosper, in the Collin County School Land Survey, Abstract No. 147 of Collin County, Texas and being all of Lots 3, 4 and 5, Block 2 of Bryant's Addition, an addition to the Town of Prosper, recorded in Volume 116, Pages 162-163, Plat Records, Collin County, Texas (P.R.C.C.T.) and further described in a Warranty Deed with Vendor's Lien to John C. Kim and Sook Y. Kim, dated April 30, 2021 and recorded in Document No. 20210604000698570, Deed Records, Collin County, Texas (D.R.C.C.T.) and also including portions of the adjoining public rights-of-way and being more particularly described by metes & bounds as follows:

BEGINNING at a 5/8 inch iron rod, topped with a yellow plastic cap, stamped "TERRACORP", found on the west line of a 20' wide public alley for the northeast corner of the above described Lot 3, Block 2 and said point also being the southeast corner of Lot 2, Block 2 of said Bryant's Addition;

THENCE: North 89 deg. 19 min. 20 sec. East, across said 20' wide public alley, a distance of 10.00 feet to a point in the center of said alley for the northeast corner of this hereinafter described tract of land;

THENCE: South 00 deg. 40 min. 40 sec. East, along the center of said alley, a distance of 85.00 feet to a point at the centerline intersection of said alley and an east-west 20' wide public alley for the southeast corner of this tract of land and said point bears South 45 deg. 40 min. 40 sec. East - 14.14 feet from a 5/8 inch iron rod, topped with a yellow plastic cap, stamped "TERRACORP", found at the southeast corner of the above described Lot 5, Block 2;

THENCE: South 89 deg. 19 min. 20 sec. West, along the centerline of said east-west 20' wide public alley, a distance of 200.00 feet to a point at the centerline intersection of said alley and N. Main Street (80' wide public right-of-way) for the southwest corner of this tract of land;

THENCE: North 00 deg. 40 min. 40 sec. West, along the centerline of said N. Main Street, a distance of 85.00 feet to a point for the northwest corner of this tract of land;

THENCE: North 89 deg. 19 min. 20 sec. East, across said N. Main Street, at a distance of 40.00 feet, passing a 1/2 inch iron rod, topped with a yellow plastic cap stamped "BURNS SURVEYING", found for the northwest corner of said Lot 3 and the southwest corner of Lot 2, Block 2 on the east right-of-way line of said N. Main Street and continuing along the common line of said Lots 2 and 3, Block 2 for a total distance of 190.00 feet to the **POINT OF BEGINNING** and containing 17,000 square feet or 0.390 acres of land.

Note:
The Bearings shown hereon are geodetic and are based upon GPS observations from Town of Prosper GPS Control Monument No. 4, Texas State Plane Coordinate System, Texas North Central Zone, NAD-83.

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 Denton 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. No 100-year Flood Plain exists on the property.

NOTE: THIS IS NOT A CONSTRUCTION DOCUMENT.
THIS DOCUMENT IS FOR CONCEPTUAL PLANNING PURPOSES ONLY.

ZONE-23-0001

Issue Dates:	Revision & Date:	CROSS ENGINEERING CONSULTANTS		
1	1	1720 W. Virginia Street McKinney, Texas 75069 972.562.4409 McKinney, Texas P.E. Firm No. F-3935		
2	2			
3	3			
4	4			
5	5			
6	6			
		Drawn By:	Checked By:	Scale:
		C.E.C.I.	C.E.C.I.	1"=30'

EXHIBIT A
PURE POKE, LOTS 3-5, BLOCK 2, 0.258 ACRES COLLIN COUNTY SCHOOL LAND SURVEY BRYANT'S ADDITION, ABSTRACT NO. 147
Pureteam 2, LLC
TOWN OF PROSPER, TEXAS

Sheet No.
EX-A
Project No. 21034

To: Mayor and Town Council

From: David Soto, Planning Manager

Through: Mario Canizares, Town Manager
Chuck Ewings, Assistant Town Manager
David Hoover, Director of Development Services

Re: SUP Wireless Communications Tower

Town Council Meeting – July 25, 2023

Agenda Item:

Consider and act upon an ordinance to rezone for a Specific Use Permit (SUP) for a new Wireless Communications and Support Structure on 0.0048± acre, located on the south side of Frontier Parkway, west of Talon Lane. (ZONE-23-0008)

Description of Agenda Item:

On June 27, 2023, the Town Council approved the proposed request, by a vote of 7-0. A zoning ordinance has been prepared accordingly.

Legal Obligations and Review:

Town Attorney, Terrence Welch of Brown & Hofmeister, L.L.P., has approved the standard ordinance as to form and legality.

Attachments:

1. Ordinance
2. Ordinance Exhibit

Town Staff Recommendation:

Town Staff recommends approval of an ordinance to rezone for a Specific Use Permit for a new Wireless Communications and Support Structure, on 0.0048± acre, located on the south side of Frontier Parkway, west of Talon Lane. (ZONE-23-0008)

Proposed Motion:

I move to approve an ordinance to rezone for a Specific Use Permit for a new Wireless Communications and Support Structure, on 0.0048± acre, located on the south side of Frontier Parkway, west of Talon Lane. (ZONE-23-0008)

TOWN OF PROSPER, TEXAS**ORDINANCE NO. 2023-__**

AN ORDINANCE AMENDING PROSPER'S ZONING ORDINANCE; GRANTING A SPECIFIC USE PERMIT (SUP) FOR A WIRELESS COMMUNICATIONS AND SUPPORT STRUCTURE, LOCATED ON A TRACT OF LAND CONSISTING OF 0.0048 ACRE, MORE OR LESS, IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 147, IN THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS; DESCRIBING THE TRACT TO BE REZONED; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVING AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

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

WHEREAS, the Town of Prosper, Texas ("Prosper") has received a request from T-Mobile ("Applicant") for a Specific Use Permit (SUP) for a wireless communications and support structure, on a tract of land zoned Agricultural (A), consisting of 0.0048 acre of land, more or less, in The Collin County School Land Survey, Abstract No. 147, in the Town of Prosper, Collin County, Texas, and being more particularly described in Exhibit "A," attached hereto and incorporated herein for all purposes; and

WHEREAS, the Town Council has investigated and determined that the facts contained in the request are true and correct; and

WHEREAS, all legal notices required to grant a Specific Use Permit (SUP) have been given in the manner and form set forth by law, Public Hearings have been held, and all other requirements of notice and completion of such procedures have been fulfilled; and

WHEREAS, the Town Council has further investigated into and determined that it will be advantageous and beneficial to Prosper and its inhabitants to rezone this property as set forth below.

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

SECTION 1

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

SECTION 2

Specific Use Permit Granted. The Town's Zoning Ordinance is amended as follows: Applicant is granted a Specific Use Permit (SUP) for a wireless communications and support structure, on a tract of land zoned Agricultural (A), consisting of 0.0048 acre of land, more or less, in the Collin County School Land Survey, Abstract No. 147, in the Town of Prosper, Collin County, Texas, and being more particularly described in Exhibit "A," attached hereto and incorporated herein for all purposes as if set forth verbatim.

The development plans, standards, and uses for the Property in this Specific Use Permit shall conform to, and comply with 1) the site plan, attached hereto as Exhibit "B", and 2) the elevations, attached hereto as Exhibit "C", which are incorporated herein for all purposes as if set forth verbatim, subject to the following conditions of approval by the Town Council:

1. Town Council approval of a lease agreement to allow for the use of facilities on Town property.

All development plans, standards, and uses for the Property shall comply fully with the requirements of all ordinances, rules, and regulations of the Town of Prosper, as they currently exist or may be amended.

Two (2) original, official, and identical copies of the zoning exhibit map are hereby adopted and shall be filed and maintained as follows:

- a. One (1) copy shall be filed with the Town Secretary and retained as an original record and shall not be changed in any manner.
- b. One (1) copy shall be filed with the Building Official and shall be maintained up to date by posting thereon all changes and subsequent amendments for observation, issuing building permits, certificates of compliance and occupancy, and enforcing the zoning ordinance. Reproduction for information purposes may from time-to-time be made of the official zoning district map.

SECTION 3

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

SECTION 4

Unlawful Use of Premises. It shall be unlawful for any person, firm or corporation to make use of said premises in some manner other than as authorized by this Ordinance, and shall be unlawful for any person, firm or corporation to construct on said premises any building that is not in conformity with the permissible uses under this Zoning Ordinance.

SECTION 5

Penalty. Any person, firm, corporation or business entity violating this Ordinance or any provision of Prosper's Zoning Ordinance No. 05-20, or as amended, shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined any sum not exceeding Two Thousand Dollars (\$2,000.00). Each continuing day's violation under this Ordinance shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude Prosper from filing suit to enjoin the violation. Prosper retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 6

Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is

expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Prosper hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 7

Savings/Repealing Clause. Prosper's Zoning Ordinance No. 05-20 shall remain in full force and effect, save and except as amended by this or any other Ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the appeal prevent a prosecution from being commenced for any violation if occurring prior to the repealing of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 8

Effective Date. This Ordinance shall become effective from and after its adoption and publications as required by law.

DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 25TH DAY OF JULY, 2023.

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney

WED MAR 07 2022 10:18 A
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X-REFS: DA03931D, DEDWG

14' X 15' LEASE AREA

BEING a tract of land situated in the Collin County School Land Survey, Abstract No. 147, Collin County, Texas, also being situated in Lot 1R, Block A, Replat Prosper Sports Complex, an addition to the Town of Prosper, Collin County, Texas, according to the plat thereof recorded in Instrument No. 2019-462, Map Records, Collin County, Texas, and being out of and a portion of that certain tract of land conveyed to the Prosper Independent School District by Instrument No. 20060901001264790, corrected by Instrument No. 20080624000765240, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a chiseled "x" set in concrete found for the southeast corner of said Lot 1R, also being the most easterly northeast corner of Lot 2, Block A, of Prosper Sports Complex, an addition to the Town of Prosper, Collin County, Texas, according to the plat thereof recorded in Volume 2012-343, Map Records, Collin County, Texas,

THENCE along the south line of said Lot 1R, same being the most easterly north line of said Lot 2, South 89 degrees 39 minutes 09 seconds West, a distance of 32.76 feet to a Point;

THENCE through the interior of said Lot 1R, North 08 degrees 44 minutes 37 seconds West, a distance of 69.72 feet to a 5/8" iron rod set with cap marked "WEBB-4125" for the POINT OF BEGINNING hereof;

THENCE continuing through the interior of said Lot 1R the following four (4) courses:

- North 43 degrees 59 minutes 23 seconds West, a distance of 14.00 feet to a 5/8" iron rod set with cap marked "WEBB-4125";
- North 46 degrees 00 minutes 37 seconds East, a distance of 15.00 feet to a 5/8" iron rod set with cap marked "WEBB-4125";
- South 43 degrees 59 minutes 23 seconds East, a distance of 14.00 feet to a 5/8" iron rod set with cap marked "WEBB-4125";
- South 46 degrees 00 minutes 37 seconds West, a distance of 15.00 feet to the POINT OF BEGINNING hereof and containing 0.0048 acres or 210 square feet of land, more or less.

15' ACCESS EASEMENT

BEING a tract of land situated in the Collin County School Land Survey, Abstract No. 147, Collin County, Texas, also being situated in Lot 1R, Block A, Replat Prosper Sports Complex, an addition to the Town of Prosper, Collin County, Texas, according to the plat thereof recorded in Instrument No. 2019-462, Map Records, Collin County, Texas, and being out of and a portion of that certain tract of land conveyed to the Prosper Independent School District by Instrument No. 20060901001264790, corrected by Instrument No. 20080624000765240, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a chiseled "x" set in concrete found for the southeast corner of said Lot 1R, also being the most easterly northeast corner of Lot 2, Block A, of Prosper Sports Complex, an addition to the Town of Prosper, Collin County, Texas, according to the plat thereof recorded in Volume 2012-343, Map Records, Collin County, Texas,

THENCE along the south line of said Lot 1R, same being the most easterly north line of said Lot 2, South 89 degrees 39 minutes 09 seconds West, a distance of 32.76 feet to a Point;

THENCE through the interior of said Lot 1R, the following two (2) courses:

- North 08 degrees 44 minutes 37 seconds West, a distance of 69.72 feet to a 5/8" iron rod set with cap marked "WEBB-4125";
- North 43 degrees 59 minutes 23 seconds West, a distance of 14.00 feet to the POINT OF BEGINNING hereof;

THENCE continuing through the interior of said Lot 1R the following four (4) courses:

- North 43 degrees 59 minutes 23 seconds West, a distance of 20.61 feet to a Point on the south line of an existing 24' fire lane, access, and utility easement as dedicated by said Replat Prosper Sports Complex;
- Along said 24' fire lane, access, and utility easement, North 46 degrees 10 minutes 50 seconds East, a distance of 15.00 feet to a Point;
- South 43 degrees 59 minutes 23 seconds East, a distance of 20.56 feet to a Point;
- South 46 degrees 00 minutes 37 seconds West, a distance of 15.00 feet to the POINT OF BEGINNING hereof and containing 0.0089 acres or 309 square feet of land, more or less.

5' UTILITY EASEMENT

BEING a tract of land situated in the Collin County School Land Survey, Abstract No. 147, Collin County, Texas, also being situated in Lot 1R, Block A, Replat Prosper Sports Complex, an addition to the Town of Prosper, Collin County, Texas, according to the plat thereof recorded in Instrument No. 2019-462, Map Records, Collin County, Texas, and being out of and a portion of that certain tract of land conveyed to the Prosper Independent School District by Instrument No. 20060901001264790, corrected by Instrument No. 20080624000765240, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

THENCE along the south line of said Lot 1R, same being the most easterly north line of said Lot 2, South 89 degrees 39 minutes 09 seconds West, a distance of 32.76 feet to a Point;

THENCE through the interior of said Lot 1R the following two courses:

- North 08 degrees 44 minutes 37 seconds West, a distance of 69.72 feet to a 5/8" iron rod set with cap marked "WEBB-4125"
- North 43 degrees 59 minutes 23 seconds West, a distance of 4.49 feet to the POINT OF BEGINNING hereof;

THENCE continuing through the interior of said Lot 1R the following four (4) courses:

- South 46 degrees 00 minutes 37 seconds West, a distance of 52.30 feet to a Point on the northeast line of an existing electric easement as dedicated by said Replat Prosper Sports Complex;
- Along said existing electric easement, North 43 degrees 49 minutes 10 seconds West, a distance of 5.00 feet to a Point;
- North 46 degrees 00 minutes 37 seconds East, a distance of 52.29 feet to a Point;
- South 43 degrees 59 minutes 23 seconds East, a distance of 5.00 feet to the POINT OF BEGINNING hereof and containing 0.0060 acres or 261 square feet of land, more or less.

5' COAX EASEMENT

BEING a tract of land situated in the Collin County School Land Survey, Abstract No. 147, Collin County, Texas, also being situated in Lot 1R, Block A, Replat Prosper Sports Complex, an addition to the Town of Prosper, Collin County, Texas, according to the plat thereof recorded in Instrument No. 2019-462, Map Records, Collin County, Texas, and being out of and a portion of that certain tract of land conveyed to the Prosper Independent School District by Instrument No. 20060901001264790, corrected by Instrument No. 20080624000765240, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a chiseled "x" set in concrete found for the southeast corner of said Lot 1R, also being the most easterly northeast corner of Lot 2, Block A, of Prosper Sports Complex, an addition to the Town of Prosper, Collin County, Texas, according to the plat thereof recorded in Volume 2012-343, Map Records, Collin County, Texas,

THENCE along the south line of said Lot 1R, same being the most easterly north line of said Lot 2, South 89 degrees 39 minutes 09 seconds West, a distance of 27.71 feet to the POINT OF BEGINNING hereof;

THENCE continuing along the south line of said Lot 1R, same being the most easterly north line of said Lot 2, South 89 degrees 39 minutes 09 seconds West, a distance of 5.05 feet to a Point;

THENCE through the interior of said Lot 1R the following three (3) courses:

- North 08 degrees 44 minutes 37 seconds West, a distance of 69.72 feet to a Point;
- North 46 degrees 00 minutes 37 seconds East, a distance of 6.12 feet to a Point;
- South 08 degrees 44 minutes 37 seconds East, a distance of 73.99 feet to the POINT OF BEGINNING hereof and containing 0.0082 acres or 359 square feet of land, more or less.

LEASE AREA #2

BEING a tract of land situated in the Collin County School Land Survey, Abstract No. 147, Collin County, Texas, also being situated in Lot 2, Block A, Prosper Sports Complex, an addition to the Town of Prosper, Collin County, Texas, according to the plat thereof recorded in Volume 2012-343, Map Records, Collin County, Texas, and being out of and a portion of that certain tract of land conveyed to the Town of Prosper by Instrument No. 20070312000330490, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a chiseled "x" set in concrete found for the southeast corner of Lot 1R, Block A, Replat Prosper Sports Complex, an addition to the Town of Prosper, Collin County, Texas, according to the plat thereof recorded in Instrument No. 2019-462, Map Records, Collin County, Texas, also being the most easterly northeast corner of said Lot 2;

THENCE along the south line of said Lot 1R, same being the most easterly north line of said Lot 2, South 89 degrees 39 minutes 09 seconds West, a distance of 27.71 feet to the POINT OF BEGINNING hereof;

THENCE through the interior of said Lot 2 the following three (3) courses:

- South 08 degrees 44 minutes 37 seconds East, a distance of 8.87 feet to a Point;
- South 81 degrees 15 minutes 23 seconds West, a distance of 5.00 feet to a Point;
- North 08 degrees 44 minutes 37 seconds West, a distance of 9.61 feet to a Point;

THENCE along the south line of said Lot 1R, same being the most easterly north line of said Lot 2, North 89 degrees 39 minutes 09 seconds East, a distance of 5.05 feet to the POINT OF BEGINNING hereof and containing 0.0011 acres or 46 square feet of land, more or less.

Surveyor's address to items relevant to survey as described in Report of Title prepared by US Title Solutions, File No. 67571-TX2103-5039, effective date 03/15/2021:

Easement by C. B. Shipley to Texas Power & Light Company, of Dallas, Texas, dated 11/19/1924 recorded 3/14/1925 in book 254 page 82. Does not affect the subject tract.

Right of Way by Virginia Shipley, a widow to Lone Star Gas Company, a Corporation, dated 8/15/1955 recorded 12/16/1955 in book 507 page 364. Does not affect the subject tract.

Easement by Prosper Independent School District to County of Collin, acting by and through Collin County Commissioners Court, dated 8/7/2000 recorded 9/6/2000 in Instrument No: 2000-0096880. Current right-of-way of Frontier Parkway; does not affect the subject tract.

Easement by William F. Ellis, Vice President Bank of America, N.A., Trustee of the Virginia C. Shipley Trust to TXU Gas Company, a corporation, dated 2/12/2002 recorded 4/4/2002 in Instrument No: 2002-0032402. Does not affect the subject tract.

Easement by William F. Ellis, Vice President Bank of America, N.A., Trustee, amnd Tommy Allen to CoServ Gas, Ltd., a Texas limited partnership, dated 3/6/2006 recorded 3/9/2006 in Instrument No: 20060309000306590. Does not affect the lease area, access easement, coax or utility easements shown hereon.

Easement by William F. Ellis, Vice President Bank of America, N.A., Trustee, and Tommy Allen to CoServ Gas, Ltd., a Texas limited partnership, dated 3/6/2006 recorded 3/9/2006 in Instrument No: 20060309000306600. Does not affect the subject tract.

Easement by Town of Prosper to Oncor Electric Delivery Company LLC, a Delaware limited liability company, dated 10/17/2017 recorded 11/27/2017 in Instrument No: 20171127001564720. Does not affect the subject tract.

Easement by Prosper Independent School District to Grayson Collin Electric Cooperative, Inc., dated 7/28/2020 recorded 8/5/2020 in Instrument No :20200805001257680. Shown hereon; affects the utility easement shown hereon.

Prosper Sports Complex Lots 1 & 2, Block A dated 9/4/2012 recorded 9/20/2012 in Instrument No. 2012-343. Easements dedicated therein shown hereon.

Replat Prosper Sports Complex Lot 1R, Block A dated 6/27/2019 recorded 7/8/2019 in Instrument No. 2019-462. Easements dedicated therein shown hereon.

PROJECT INFORMATION

CENTER OF LIGHT POLE COORDINATES:

Latitude: N 33° 15' 30.6856" NAD83
Longitude: W 96° 48' 07.1271" NAD83
Ground Elevation (AMSL): 649.8 Feet
Top of Existing Light Pole: 79.9 AGL

NOTES:

INGRESS/EGRESS IN COMMON WITH LESSOR.

LATITUDE AND LONGITUDE SHOWN HEREON ARE BASED ON NAD83 AND ELEVATIONS NAVD 1988.

MAGNETIC DECLINATION INFORMATION TAKEN FROM NOAA WEB SITE AND IS APPROXIMATE.

LATITUDE AND LONGITUDE FROM GPS OBSERVATIONS PERFORMED COINCIDENT WITH SURVEY, 1983 NORTH AMERICAN DATUM.

BASIS OF ELEVATION: GPS OBSERVATIONS PERFORMED COINCIDENT WITH SURVEY.

BASIS OF BEARINGS: GRID BEARINGS BASED ON GPS OBSERVATIONS PERFORMED COINCIDENT WITH SURVEY.

CONVERGENCE ANGLE: 0° 55' 34"

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS WITHIN ZONE "X", AREAS OUTSIDE OF A 100 YR. FLOOD PLAIN AS SHOWN BY FIRM MAP COMMUNITY-PANEL NUMBER 48085C0120J, DATED 06/02/2009. NO SURVEYING WAS DONE TO DETERMINE THIS FLOOD ZONE.

LEGEND

- PP - POWER POLE
- TPED - TELEPHONE RISER
- WW- WATER VALVE
- FH - FIRE HYDRANT
- TOWER CENTROID
- LP - LIGHT POLE
- EM - ELECTRIC METER
- GM - GAS METER
- IRS - IRON ROD SET
- IRF - IRON ROD FOUND
- TBM BENCH MARK
- BUILDING LINES
- FENCE LINE
- POWER LINE

VICINITY MAP



SURVEYOR'S CERTIFICATE}

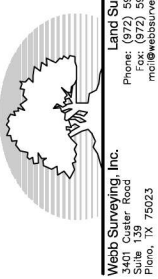
The undersigned does hereby certify that a survey was made on the ground of the property legally described hereon prepared by the undersigned and is true and correct to the best of my knowledge; the survey correctly shows the location of all buildings, structures and other improvements situated on the property; that there are no visible discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or rights-of-way except as shown on the plat hereon; that subject property has access to a public roadway; and the plat hereon is a true, correct and accurate representation of the property described hereinabove. Furthermore, the undersigned hereby certifies that he has calculated the quantity of land or acreage contained within the tract shown on this plat of survey and described hereon and certifies that the quantity of land shown hereon is correct. This survey meets the applicable requirements for land surveys as defined by the Texas Society of Professional Surveyors Manual of Practice for Land Surveying in Texas".

Kurtis R. Webb
R.P.L.S. #4125

Exhibit A

KRW JOB NO: 221-018

Item 10.



SURVEY
SITE NAME: DA03931D PROSPER
SITE NUMBER: DA03931D
1240 FRONTIER PARKWAY
PROSPER, TX 75078

T-Mobile
7668 WARREN PARKWAY
FRISCO, TEXAS 75034
OFFICE: (972) 464-3030
FAX: (972) 464-3180



DRWN CK KRW

NO:	DESCRIPTION:		DATE:	NO:
	DATE OF SURVEY	ISSUED		
1	03/29/2021	04/05/2021	05/28/2021	06/09/2021
2	04/05/2021	05/28/2021	06/09/2021	03/15/2022
3	05/28/2021	06/09/2021	03/15/2022	
4	06/09/2021			
5				
6				
7				

SV-2

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FLOOD NOTE:
THE PROPOSED SITE IS LOCATED IN FLOOD ZONE X, AERA OF MINIMAL FLOOD HAZARD, PER FEMA MAP# 48085C0120J EFFECTIVE ON 06/02/09. IF A PROFESSIONAL CONSULTANT HAS FINDING OF FLOODING/WETLANDS CONTACT ALLPRO CONSULTING GROUP, INC FOR A REDESIGN.

SITE LAYOUT IS BASED ON ZONING DRAWINGS BY ALLPRO CONSULTING GROUP, INC ACGI#21-5315 DATED 03/23/22 AND SITE WALK BY ALLPRO CONSULTING GROUP, INC. ACGI#21-0857 DATED 03/23/21. IF ANY DISCREPANCY IS NOTICED BETWEEN THE ACTUAL SITE LAYOUT AND THESE DRAWINGS, PLEASE NOTIFY ALLPRO CONSULTING GROUP, INC. FOR A REDESIGN.

NOTE:
ALL INSTALLATIONS SHOULD BE IN COMPLIANCE WITH ANSI/ASSE A10.48 AND ANY OTHER SAFETY STANDARDS.

- NOTES:
1. PROPOSED BURIED OR OVERHEAD UTILITIES MUST BE CONTAINED WITHIN A DEDICATED UTILITY EASEMENT. ALL EXISTING AND NEW UTILITY EASEMENTS MUST BE VERIFIED PRIOR TO CONSTRUCTION. NO DIGGING OR TRENCHING SHALL BE ALLOWED WITHOUT PRIOR VERIFICATION OF EXISTING BURIED UTILITIES.
 2. POWER & FIBER/TELCO SOURCES AND ROUTING TO BE FIELD VERIFIED.
 3. ALL UTILITY RUNS TO BE LOCATED WITHIN EASEMENT

NOTE:
REFERENCE SURVEY BY WEBB SURVEYING, INC KRW JOB# 221-018 DATED 03/15/22. ALL PROPERTY LINES, UTILITIES AND EASEMENTS TO BE VERIFIED IN FIELD. DUE DILIGENCE SHALL BE DONE BY OTHERS BEFORE THE SITE IS BUILT AS SHOWN. IN CASE OF ANY CONFLICTS DUE TO PROPERTY LINES OR NEW EXPANSION ON AN EXISTING EASEMENTS OR DUE TO LANDLORD PREFERENCE FOR A DIFFERENT DESIGN, PLEASE CONTACT ALLPRO CONSULTING GROUP, INC FOR A REDESIGN BEFORE SITE IS BUILT.

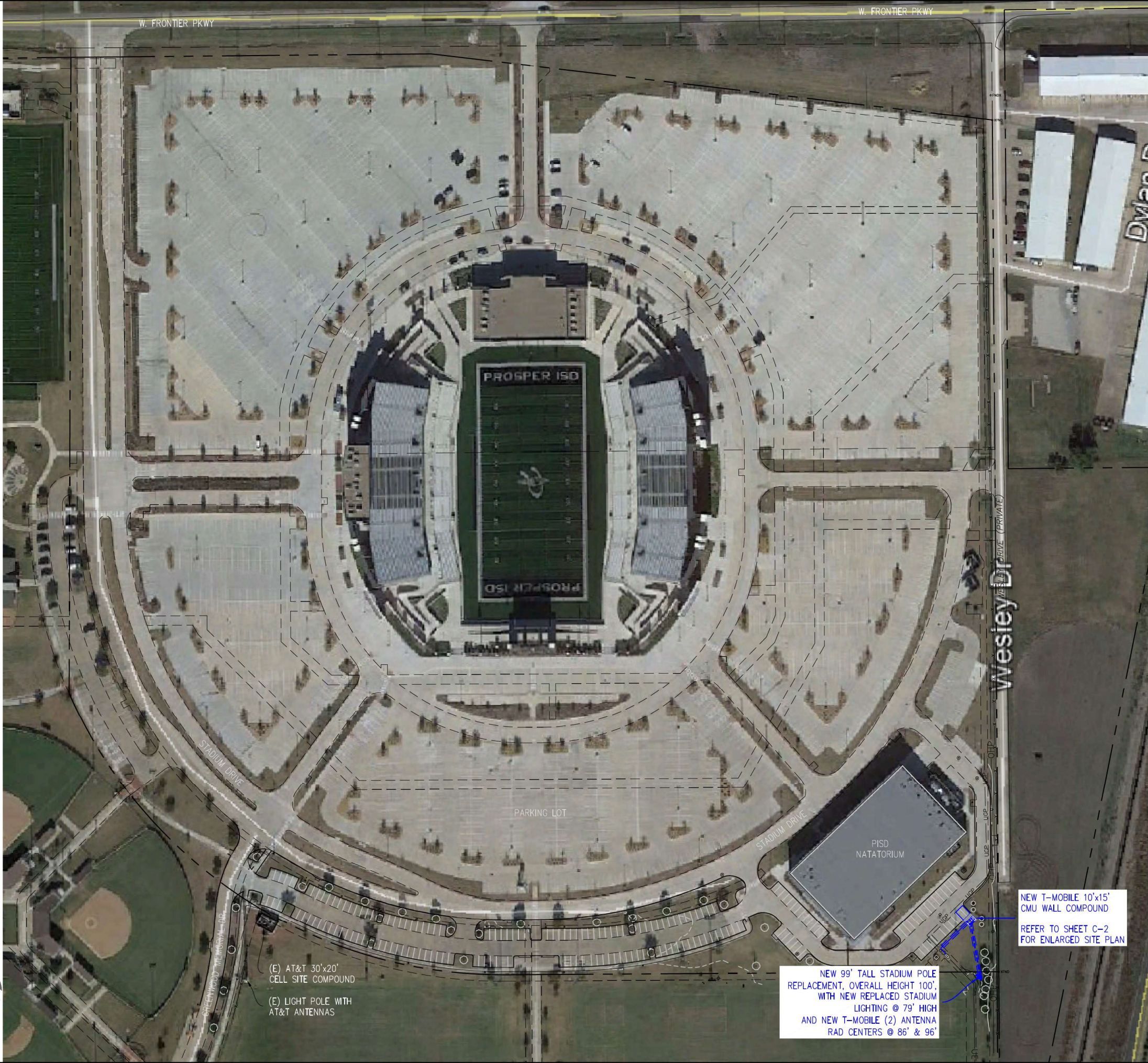
NOTE:
CMU WALL/FOUNDATION DESIGN IS BY ALLPRO CONSULTING GROUP, INC ACGI# 22-4294 DATED 12/19/22.

LEGEND

- PP - POWER POLE
- TPED - TELEPHONE RISER
- WV- WATER VALVE
- FH - FIRE HYDRANT
- TOWER CENTROID
- LP - LIGHT POLE
- EM - ELECTRIC METER
- GM - GAS METER
- IRS - IRON ROD SET
- IRF - IRON ROD FOUND
- TBM BENCH MARK
- BUILDING LINES
- FENCE LINE
- POWER LINE

Exhibit B

1 OVERALL SITE PLAN



T-Mobile
DUKE BRIDGES CAMPUS
7668 WARREN PARKWAY
FRISCO, TX 75034
OFFICE: (972) 464-3510

Network Real Estate LLC
5055 HIGHWAY "N"
SUITE. 200
SAINT CHARLES,
MO 63304
PHONE: 636-922-3400
600 E. JOHN
CARPENTER FWY.
STE 357
IRVING, TX 75062
PHONE: 972-717-7802

ACGI NO: 21-0860

DRAWN BY: DR/TS

CHECKED BY: SZ

REVISIONS			
NO	DATE	DESCRIPTION	BY
A	01/10/23	PRELIM CD	DR
O	01/24/23	FINAL CD	TS

ALLPRO
CONSULTING GROUP, INC.
9221 LYNDON B JOHNSON FWY
SUITE 204, DALLAS, TX 75243
PHONE: 972-231-8893
FAX: 866-364-8375
WWW.ALLPROCGI.COM
FIRM NO. F-8242

STATE OF TEXAS
SHIQIANG ZHANG
137482
LICENSED
PROFESSIONAL ENGINEER
01/24/23

DA03931D
PISD SPORT COMPLEX
(STADIUM AND NATATORIUM)

1240 W FRONTIER PKWY
PROSPER, TX 75078
COLLIN COUNTY

SHEET TITLE
OVERALL SITE PLAN

SHEET NUMBER
C-1
Page 69

FLOOD NOTE:
THE PROPOSED SITE IS LOCATED IN FLOOD ZONE X, AERA OF MINIMAL FLOOD HAZARD, PER FEMA MAP# 48085C0120J EFFECTIVE ON 06/02/09. IF A PROFESSIONAL CONSULTANT HAS FINDING OF FLOODING/WETLANDS CONTACT ALLPRO CONSULTING GROUP, INC FOR A REDESIGN.

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NOTE:
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- NOTES:
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 2. POWER & FIBER/TELCO SOURCES AND ROUTING TO BE FIELD VERIFIED.
 3. ALL UTILITY RUNS TO BE LOCATED WITHIN EASEMENT

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NOTE:
CMU WALL/FOUNDATION DESIGN IS BY ALLPRO CONSULTING GROUP, INC ACGI# 22-4294 DATED 12/19/22.

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- BUILDING LINES
- FENCE LINE
- POWER LINE

Zoning Case #:
ZONE-23-0008

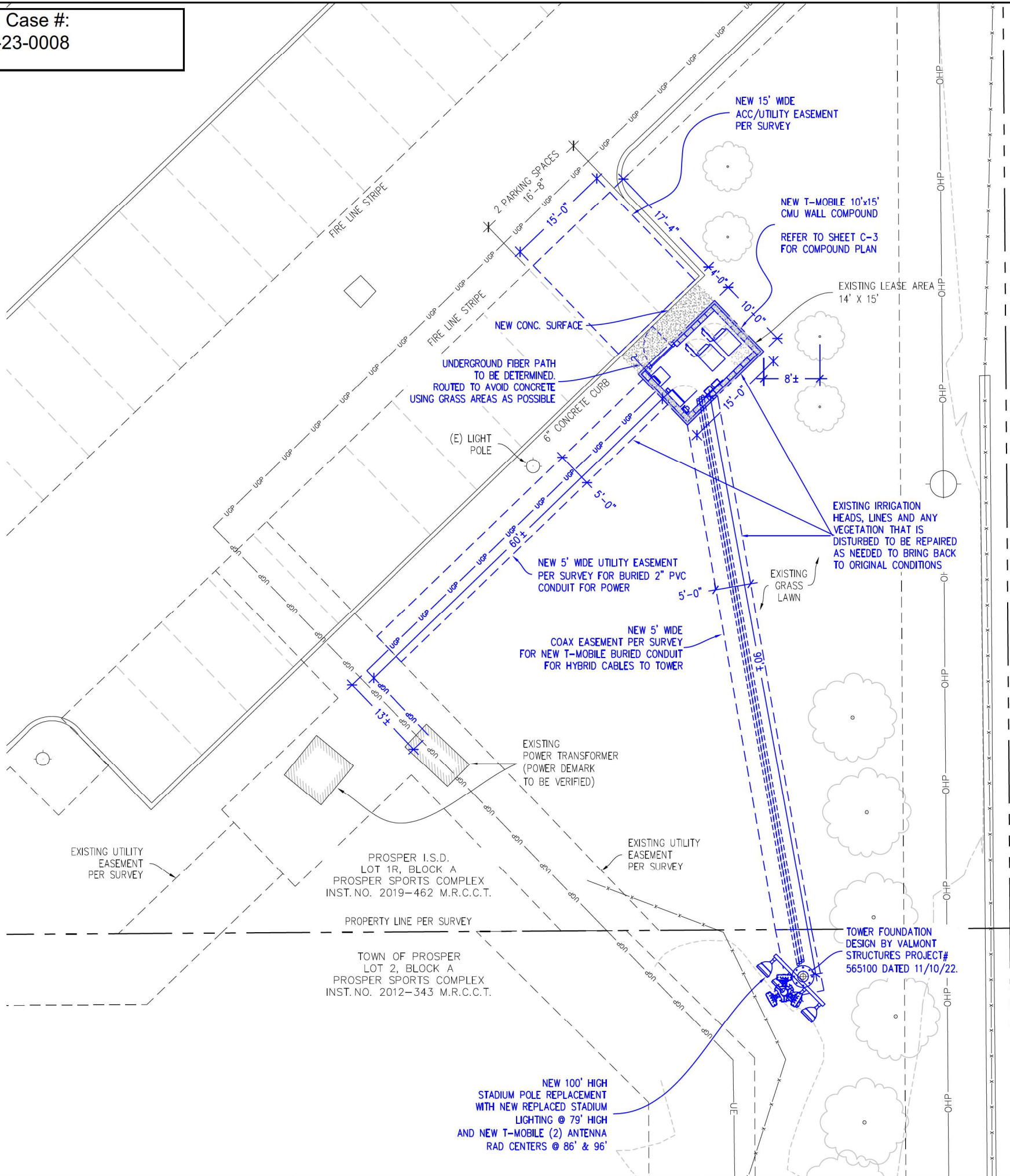


Exhibit B



1 ENLARGED SITE PLAN
FOR 24" X 36" PLOT - 1/8" = 1' 0' 2' 4' 8' 16'
FOR 11" X 17" PLOT - 1/16" = 1'

T-Mobile
DUKE BRIDGES CAMPUS
7668 WARREN PARKWAY
FRISCO, TX 75034
OFFICE: (972) 464-3510

Network Real Estate LLC
5055 HIGHWAY "N"
SUITE 200
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STE 357
IRVING, TX 75062
PHONE: 972-717-7802

ACGI NO: 21-0860

DRAWN BY: DR/TS

CHECKED BY: SZ

REVISIONS			
NO	DATE	DESCRIPTION	BY
A	01/10/23	PRELIM CD	DR
O	01/24/23	FINAL CD	TS

ALLPRO
CONSULTING GROUP, INC.
9221 LYNDON B JOHNSON FWY
SUITE 204, DALLAS, TX 75243
PHONE: 972-231-8893
FAX: 866-364-8375
WWW.ALLPROCGI.COM
FIRM NO. F-8242

STATE OF TEXAS
SHIQIANG ZHANG
137482
LICENSED
PROFESSIONAL ENGINEER
01/24/23

DA03931D
PISD SPORT COMPLEX
(STADIUM AND NATATORIUM)
1240 W FRONTIER PKWY
PROSPER, TX 75078
COLLIN COUNTY

SHEET TITLE
ENLARGED SITE PLAN

SHEET NUMBER
C-1
Page 70

NOTE:
ALL INSTALLATIONS SHOULD BE IN COMPLIANCE WITH ANSI/ASSE
A10.48 AND ANY OTHER SAFETY STANDARDS.

NOTE:
CMU WALL/FOUNDATION DESIGN IS BY ALLPRO CONSULTING GROUP,
INC ACGI# 22-4294 DATED 12/19/22.

LEGEND

- PP - POWER POLE
- TPED - TELEPHONE RISER
- WV- WATER VALVE
- FH - FIRE HYDRANT
- TOWER CENTROID
- LP - LIGHT POLE
- EM - ELECTRIC METER
- GM - GAS METER
- IRS - IRON ROD SET
- IRF - IRON ROD FOUND
- TBM BENCH MARK
- BUILDING LINES
- FENCE LINE
- PHP POWER LINE

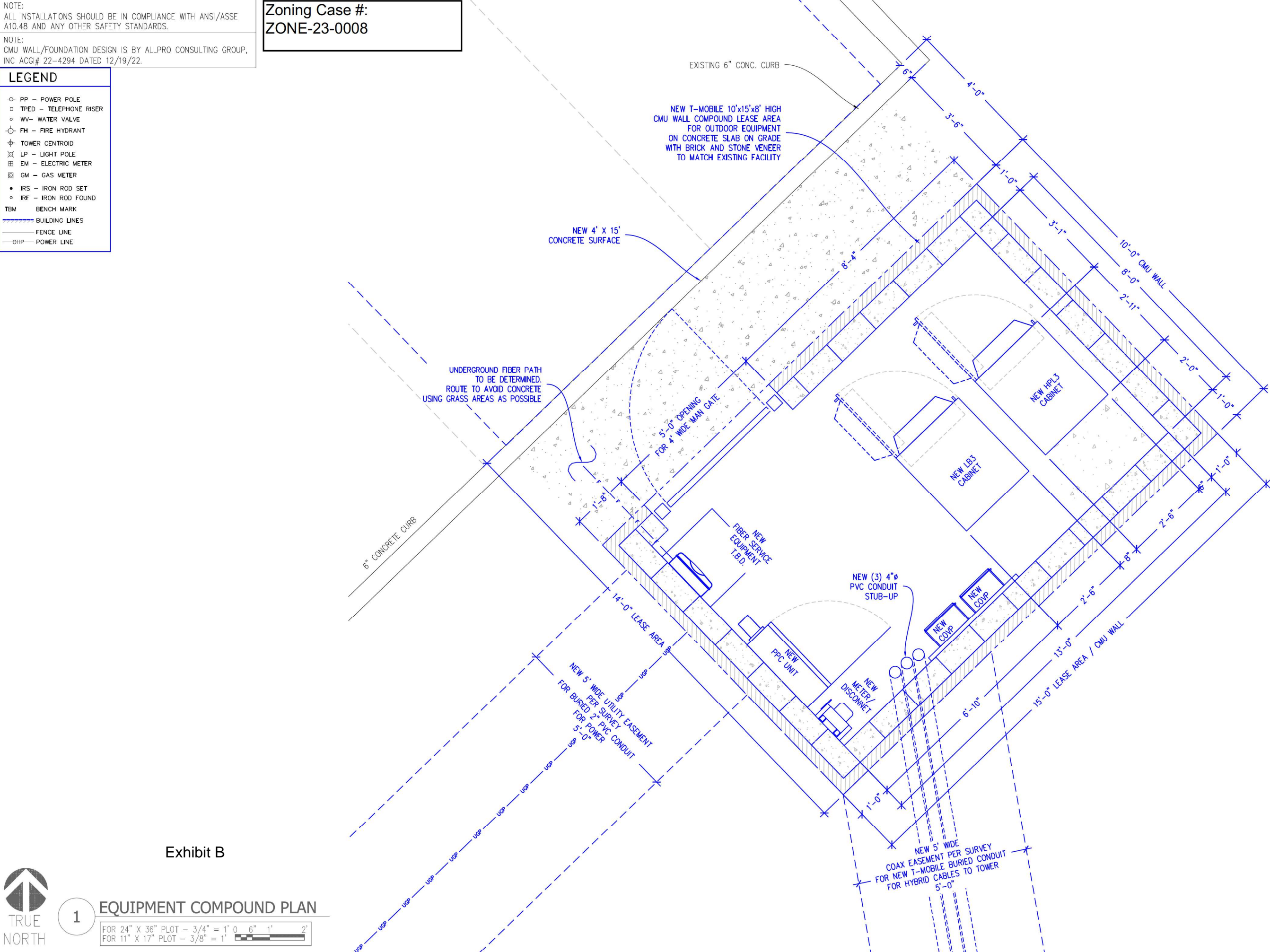


Exhibit B

1 EQUIPMENT COMPOUND PLAN

FOR 24" X 36" PLOT - 3/4" = 1' 0 6" 1' 2'
FOR 11" X 17" PLOT - 3/8" = 1'

T-Mobile

DUKE BRIDGES CAMPUS
7668 WARREN PARKWAY
FRISCO, TX 75034
OFFICE: (972) 464-3510

Item 10.

Network Real Estate LLC

5055 HIGHWAY "N"
SUITE. 200
SAINT CHARLES,
MO 63304
PHONE: 636-922-3400
600 E. JOHN
CARPENTER FWY.,
STE 357
IRVING, TX 75062
PHONE: 972-717-7802

ACGI NO: 21-0860

DRAWN BY: DR/TS

CHECKED BY: SZ

REVISIONS			
NO	DATE	DESCRIPTION	BY
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O	01/24/23	FINAL CD	TS

ALLPRO

CONSULTING GROUP, INC.

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SUITE 204, DALLAS, TX 75243
PHONE: 972-231-8893
FAX: 866-364-8375
WWW.ALLPROCGI.COM
FIRM NO. F-B242

STATE OF TEXAS

SHIQIANG ZHANG

137482

LICENSED PROFESSIONAL ENGINEER

01/24/23

DA03931D

PISD SPORT COMPLEX
(STADIUM AND NATATORIUM)

1240 W FRONTIER PKWY
PROSPER, TX 75078
COLLIN COUNTY

SHEET TITLE

EQUIPMENT
COMPOUND PLAN

SHEET NUMBER

C- Page 71

NOTE:
MOUNT ANALYSIS IS BY OTHERS NO NEW EQUIPMENT TO BE
INSTALLED WITHOUT THE APPROVAL OF A STRUCTURAL
ENGINEER.

NOTE:
STRUCTURAL ANALYSIS IS BY OTHERS NO NEW EQUIPMENT
TO BE INSTALLED WITHOUT THE APPROVAL OF A
STRUCTURAL ENGINEER.

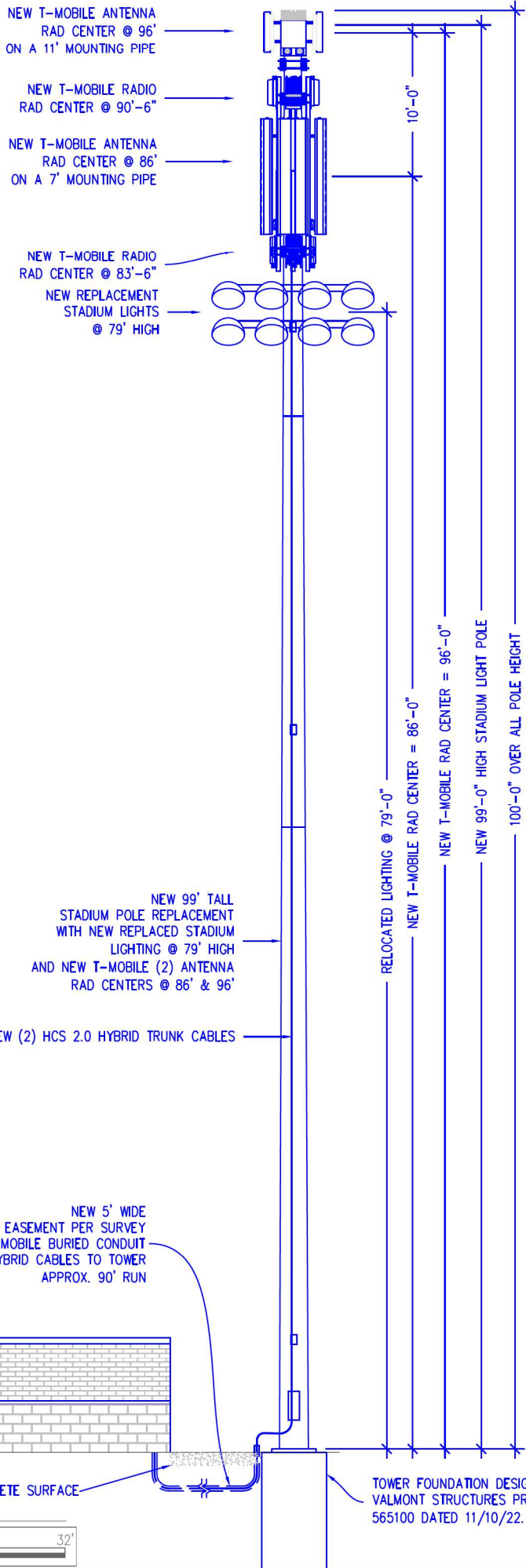
NOTE:
PROPOSED ANTENNA PLACEMENT LOCATION TO BE FIELD
VERIFIED BY GENERAL CONTRACTOR PRIOR TO CONSTRUCTION
TO AVOID ANY INTERFERENCE OR SHADOWING OF EXISTING
ANTENNAS. IF INTERFERENCE OR SHADOWING OF EXISTING
ANTENNAS IS DISCOVERED DURING FIELD VERIFICATION,
PLEASE CONTACT ALLPRO CONSULTING GROUP INC. FOR
DESIGN REVISION PRIOR TO ANY NEW ANTENNA
INSTALLATION.

NOTE:
CLIMBERS SHOULD NOT LATCH OR TIE THEIR SUPPORT
LANYARD OR GEAR ON TO ANTENNAS, RADIOS, ANTENNA
MOUNTS ETC WITHOUT PROPER EVALUATION. THEY SHOULD
ONLY TIE TO THEIR SUPPORT LANYARDS OR GEAR TO OR
ATTACH TO TOWER STRUCTURAL MEMBERS THAT HAVE
VISIBLE BOLTING AND CONNECTION TO THE LARGER
STRUCTURE.

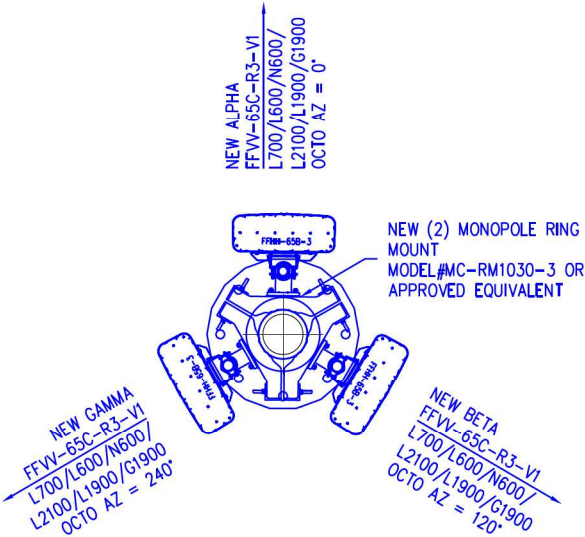
NOTE:
ALL INSTALLATIONS SHOULD BE IN COMPLIANCE WITH
ANSI/ASSE A10.48 AND ANY OTHER SAFETY STANDARDS

NOTE:
CMU WALL/FOUNDATION DESIGN IS BY ALLPRO CONSULTING
GROUP, INC ACGI# 22-4294 DATED 12/19/22.

Zoning Case #:
ZONE-23-0008



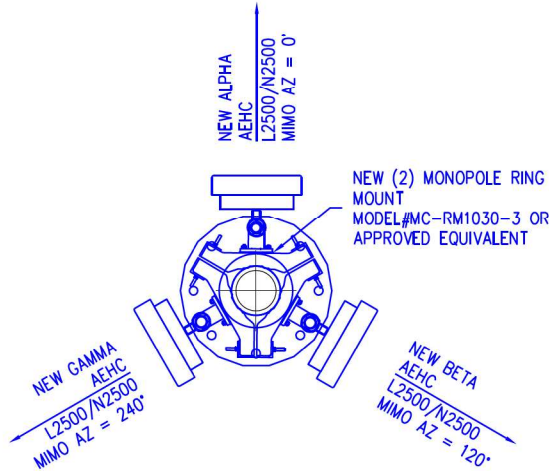
NOTE:
NEW STADIUM LIGHTS NOT SHOWN FOR CLARITY



2 ANTENNA LAYOUT @ 86' RAD CENTER

FOR 24" X 36" PLOT - 1/2" = 1' 0 1' 2' 4'
FOR 11" X 17" PLOT - 1/4" = 1' 0 1' 2' 4'

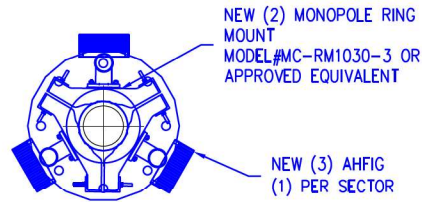
NOTE:
NEW STADIUM LIGHTS NOT SHOWN FOR CLARITY



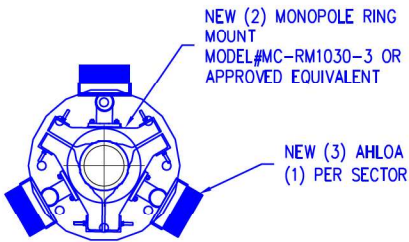
3 ANTENNA LAYOUT @ 96' RAD CENTER

FOR 24" X 36" PLOT - 1/2" = 1' 0 1' 2' 4'
FOR 11" X 17" PLOT - 1/4" = 1' 0 1' 2' 4'

NOTE:
NEW STADIUM LIGHTS NOT SHOWN FOR CLARITY



4 AHGIF RADIO LAYOUT



NOTE:
NEW STADIUM LIGHTS NOT SHOWN FOR CLARITY

5 AHLOA RADIO LAYOUT

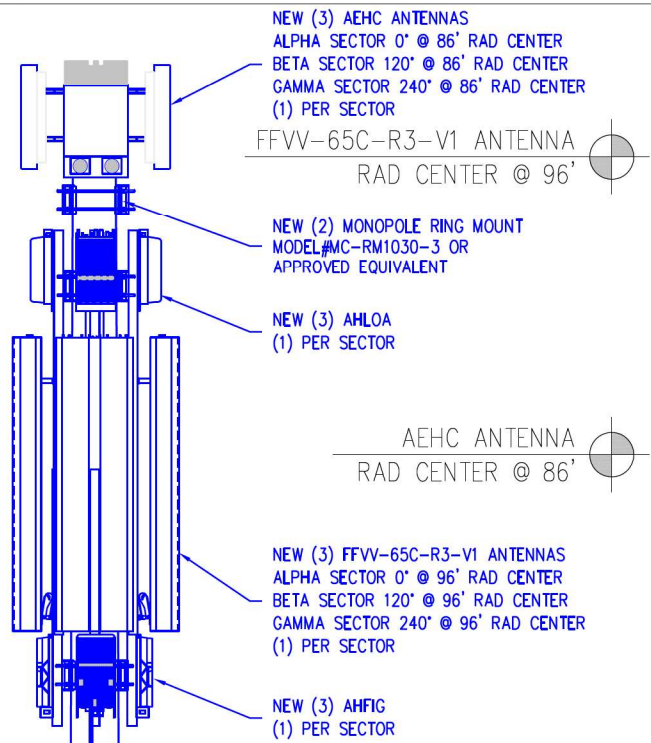


Exhibit C

6 ANTENNA MOUNTING DETAIL

FOR 24" X 36" PLOT - 1/2" = 1' 0 1' 2' 4'
FOR 11" X 17" PLOT - 1/4" = 1' 0 1' 2' 4'

Item 10.

T-Mobile

DUKE BRIDGES CAMPUS
7668 WARREN PARKWAY
FRISCO, TX 75034
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Network
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DRAWN BY: DR/TS

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REVISIONS			
NO	DATE	DESCRIPTION	BY
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ALLPRO
CONSULTING GROUP, INC.

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STATE OF TEXAS
SHIQUANG ZHANG
137482
LICENSED
PROFESSIONAL ENGINEER

01/24/23

DA03931D
PISD SPORT COMPLEX
(STADIUM AND NATATORIUM)

1240 W FRONTIER PKWY
PROSPER, TX 75078
COLLIN COUNTY

SHEET TITLE
ELEVATION &
ANTENNA LAYOUT

SHEET NUMBER
C
Page 72

1. EXISTING CONDITIONS WILL BE CHECKED AND VERIFIED IN FIELD BY THE CONTRACTOR PRIOR TO FABRICATION AND INSTALLATION. IF SIGNIFICANT DEVIATIONS OR DETERIORATION ARE ENCOUNTERED AT THE TIME OF CONSTRUCTION, A REPAIR PERMIT WILL BE OBTAINED AND CONTRACTOR SHALL NOTIFY STRUCTURAL ENGINEER IMMEDIATELY.

3. DO NOT SCALE DRAWINGS.

 Item 10.

T-Mobile
DUKE BRIDGES CAMPUS
7668 WARREN PARKWAY
FRISCO, TX 75034
OFFICE: (972) 464-3510

0	12/19/22	CMU WALL DESIGN
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ALLPRO
CONSULTING GROUP, INC.

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Suite 204, Dallas, TX 75243
Phone: 972-231-8893
Fax: 866-364-8375
www.allprocgi.com
registration no. 8242

STATE OF TEXAS
SHI QIANG ZHANG
137482
LICENSED
PROFESSIONAL ENGINEER
12/19/22

SITE ID:
DA0931D
SITE NAME:
PISD SPORT
COMPLEX

1240 FRONTIER PKWY PARK RD,
PROSPER, TX 75078
COLLIN COUNTY

CMU WALL DETAIL

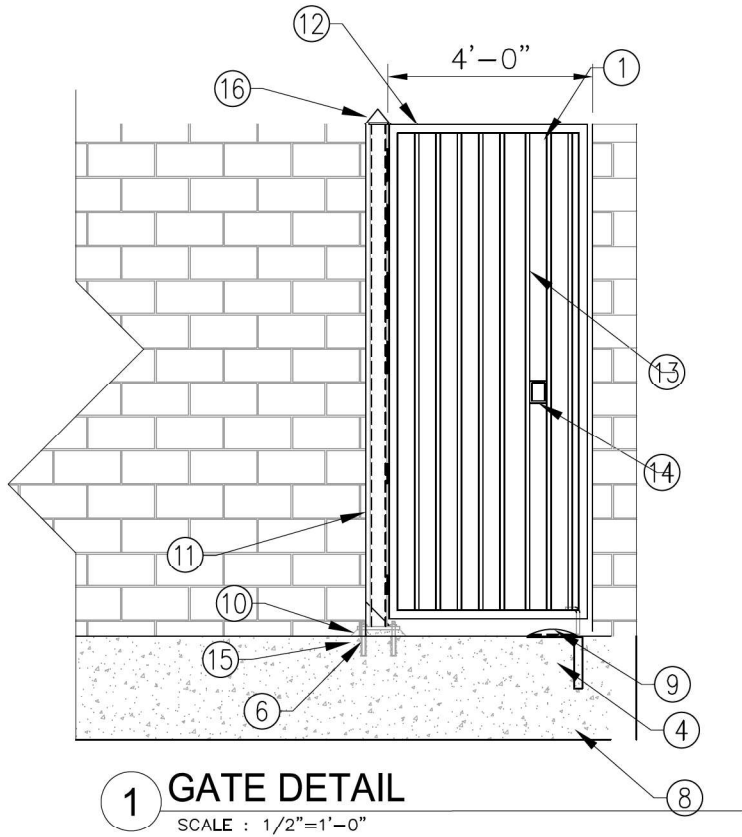
S-2 Page 73



Exhibit C

- NOTES:
1. EXISTING CONDITIONS WILL BE CHECKED AND VERIFIED IN FIELD BY THE CONTRACTOR PRIOR TO FABRICATION AND INSTALLATION. IF SIGNIFICANT DEVIATIONS OR DETERIORATION ARE ENCOUNTERED AT THE TIME OF CONSTRUCTION, A REPAIR PERMIT WILL BE OBTAINED AND CONTRACTOR SHALL NOTIFY STRUCTURAL ENGINEER IMMEDIATELY.
 2. "ALLPRO CONSULTING GROUP, INC." WAS NOT PROVIDED WITH A GEOTECHNICAL REPORT. FOUNDATIONS ARE DESIGNED FOR A MINIMUM NET ALLOWABLE BEARING CAPACITY OF 1500 PSF. IT IS RECOMMENDED THAT A GEOTECHNICAL INVESTIGATION BE COMPLETED PRIOR TO CONSTRUCTION.
 3. DO NOT SCALE DRAWINGS.

1. ALL INSTALLATIONS SHALL BE IN COMPLIANCE WITH ANSI/ ASSE 10.48 AND ANY OTHER SAFETY STANDARDS.
2. GENERAL CONTRACTOR TO VERIFY WITH GENERATOR MANUFACTURER FOR FIT PRIOR TO POURING CONCRETE AND INSTALLATION.
3. GENERATOR DESIGN AND DRAWINGS BY OTHERS

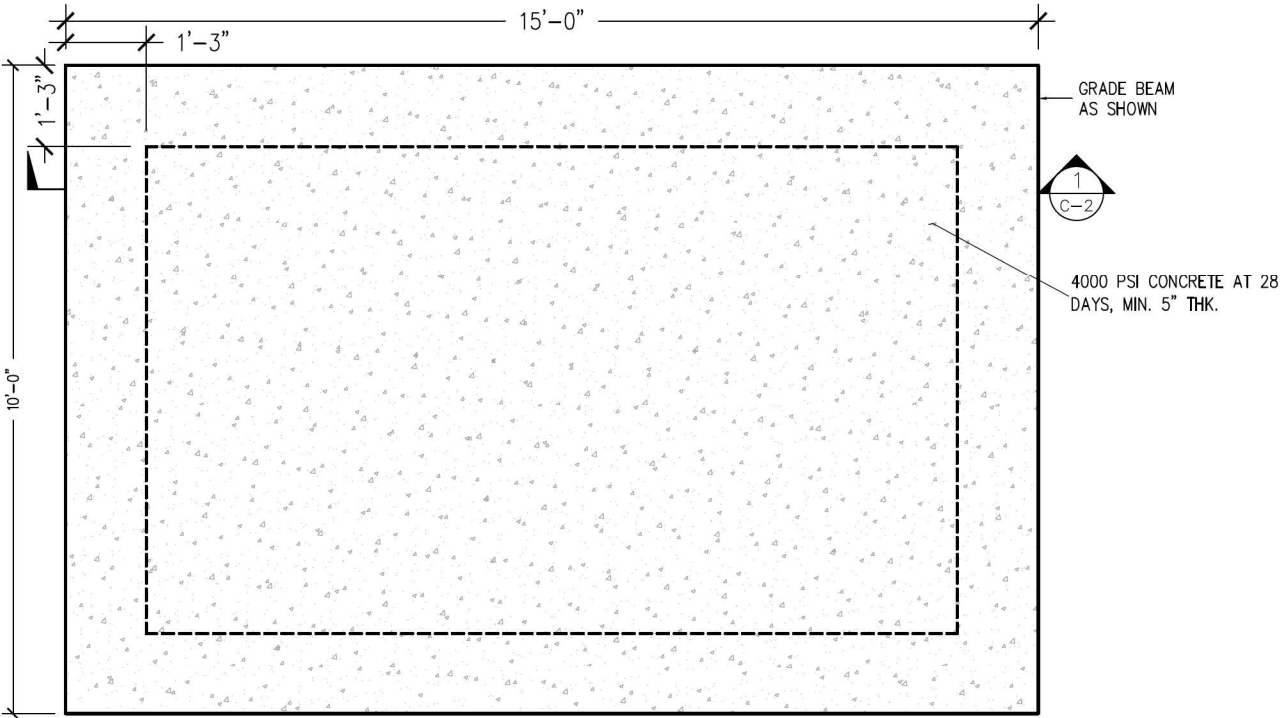


REFERENCE NOTES:

1. MANUFACTURER TO PROVIDE RUST INHIBITIVE PAINT OR GALVANIZATION
2. EXISTING SITE MATERIAL.
3. WELD ON HEAVY DUTY HINGE (4) PER LENGTH OF TUBE WITH FINISH TO MATCH FRAME.
4. (1) GATE STOP
5. HSS4x4x3/8 FINISH TO MATCH GATE FRAME. WELDED TO BASEPLATE W/ 3/16" WELD ALL AROUND.
6. 3/4" BASEPLATE W/ (4) 3/4" DIAMETER BOLTS EMBEDDED 4 1/2" INTO FOUNDATION W/ HILTI HY200 ADHESIVE ANCHOR. 1 1/2" 5000 PSI NON SHRINK GROUT BELOW.
7. 1/2" CAP PLATE. WELD TO TOP OF POST W/ 3/16" WELD ALL AROUND.
8. GATE STOP SUPPORT 12" DIAMETER BY 2'-0" DEEP 3000 PSI CONCRETE W/ MUSHROOM GATE STOP EMBEDDED ON TOP OF CONCRETE.
9. REMOVABLE 1/2" DIAMETER BENT BAR WITH CASING EMBEDDED IN GATE STOP CONCRETE.
10. BASE BLOCK TRIMMED AROUND BASE AND GROUTED FROM TOP W/ 5000 PSI NON SHRINK GROUT OVER BASEPLATE.
11. LAST TWO CELLS FULLY GROUTED. ONE CELL AWAY FROM END TO BE FULLY GROUTED W/ (2) #5 BARS.
12. 2 SQ. IN. STEEL FRAME ALL AROUND.
13. 1 SQ. IN. STEEL PICKETS @ 4" O.C.
14. KNOX BOX
15. 13" TALL BY 12" CONCRETE VERTICAL EXTENSION FROM FOOTING FOR STEEL GATE BASE PLATE ANCHOR

FOUNDATION NOTES:

1. COMPRESSIVE STRENGTH OF CONCRETE SHALL BE 4000-PSI AT 28-DAY CURE, AND SHALL MEET SPECIFICATION FOR READY-MIXED CONCRETE (ASTM C94-96). CONCRETE SHALL BE PLACED AND CURED AS PER ACI-318 "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE".
2. CONCRETE SLUMP SHALL RANGE BETWEEN 4 INCHES TO 6 INCHES.
3. ALL CONCRETE WORK SHALL CONFORM TO ACI 318 BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE.
4. THE SURFACE, OVER WHICH THE CONCRETE WILL BE POURED, SHALL BE CLEAN OF LOOSE MATERIAL AND LEVELED PRIOR TO CONCRETE PLACEMENT.
5. CONCRETE SHALL BE PLACED IN A MANNER THAT WILL PREVENT SEGREGATION OF CONCRETE MATERIALS AND OTHER OCCURRENCES THAT MAY DECREASE THE STRENGTH OR DURABILITY OF THE FOUNDATION.
6. MECHANICALLY VIBRATE CONCRETE, PARTICULARLY WHEN POURED IN DIFFERENT LIFTS, TO ENSURE CONSOLIDATION AND TO AVOID JOINTS.
7. ALL REINFORCING STEEL BARS SHALL BE DOMESTIC, NEW BILLET STEEL, ASTM A-615, GRADE 60. REINFORCING SHALL BE DETAILED AND FABRICATED IN ACCORDANCE WITH ACI 315-LATEST EDITION - "MANUAL OF STANDARD FOR DETAILING REINFORCED CONCRETE".
8. ALL LOAD BEARING FOOTING SHALL BEAR ON TOP OF COMPACTED SOIL
9. WELDING OF REINFORCING BARS AND DOWEL BARS IS PROHIBITED UNLESS OTHERWISE APPROVED BY ENGINEER.
10. PRIOR TO THE EXCAVATION, CHECK AREA FOR LOCATION OF UNDERGROUND PIPES, CABLES, ETC.
11. ALLOWABLE SOIL BEARING PRESSURE SHALL BE 1500 PSF MINIMUM. IF DIFFERENT, PLEASE NOTIFY ALLPRO CONSULTING GROUP, INC FOR A REDESIGN.
12. SOIL DATA AS PER PRESUMPTIVE SOIL PARAMETERS FROM IBC 2015 CODE, TABLE 1806.2.



Item 10.

T-Mobile
DUKE BRIDGES CAMPUS
7668 WARREN PARKWAY
FRISCO, TX 75034
OFFICE: (972) 464-3510

ACGI NO: 22-4294

DRAWN BY: SP

CHECKED BY: SZ

012/19/22 CMU WALL DESIGN

ALLPRO
CONSULTING GROUP, INC.
9221 Lyndon B Johnson Fwy
Suite 204, Dallas, TX 75243
Phone: 972-231-8893
Fax: 866-364-8375
www.allproci.com
registration no. 8242



12/19/22

SITE ID:
DA0931D
SITE NAME:
PISD SPORT
COMPLEX

1240 FRONTIER PKWY PARK RD,
PROSPER, TX 75078
COLLIN COUNTY

SHEET TITLE

PAD DETAILS

SHEET NUMBER

S-3

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Exhibit C

MASONRY

1. MASONRY STRENGTH

A. HOLLOW CONCRETE MASONRY UNITS: GRADE N, LIGHTWEIGHT WITH A COMPRESSIVE STRENGTH OF F = 1500 PSI ON THE NET AREA.

B. GROUT: 2000 PSI, MINIMUM 28 DAY COMPRESSIVE STRENGTH. VIBRATE GROUT IMMEDIATELY AFTER POURING AND AGAIN AFTER 5 MINUTES. GROUT SHALL CONFORM TO TO ASTM C476 AND UBC 2103. MIX GROUT FOR AT LEAST FIVE MINUTES AND UNTIL MIX HAS BEEN ATTAINED. GROUT SHALL HAVE SUFFICIENT WATER ADDED TO PRODUCE A CONSISTENCY FOR POURING WITHOUT SEGREGATION USE GROUT WITHIN 1.5 HOURS OF ADDITION OF MIXING WATER.

C. MORTAR: CEMENT-LIME TYPES, 1800 PSI MINIMUM 28 DAY COMPRESSIVE STRENGTH. CONFORM TO UBC 2103.

D. 4,000 PSI STRENGTH CONCRETE AT 28 DAY 3” TO 5” SLUMP.

LAY UNITS IN RUNNING BOND. CORNERS SHALL HAVE A STANDARD BOND BY OVER- LAPPING UNITS.

MAXIMUM GROUT LIFT WITHOUT CLEAN-OUTS SHALL BE 4’-0”.

TIE VERTICAL REINFORCING AT EACH END OF BAR AND AT 4’-0” MAXIMUM VERTICAL SPACING USING SINGLE WIRE LOOP TYPE TIES AS MANUFACTURED BY A.A. WIRE PRODUCTS COMPANY OR APPROVED ALTERNATE.

SEE ARCHITECTURAL DRAWINGS FOR LOCATIONS OF EXPANSION AND CONTROL JOINTS.

GROUT SOLID ALL WALLS IN CONTACT WITH EARTH, RETAINING WALLS, STEM WALLS, AND AS NOTED ON DRAWINGS.

GROUTED MASONRY SHALL BE CONSTRUCTED IN SUCH A MANNER THAT ALL ELEMENTS OF THE MASONRY ACT TOGETHER AS A STRUCTURAL ELEMENT.

8. PRIOR TO GROUTING, THE CROUT SPACE SHALL BE CLEAN SO THAT ALL SPACES TO BE FILLED WITH GROUT DO NOT CONTAIN MORTAR PROJECTIONS GREATER THAN 1/2 INCH, MORTAR DROPPINGS OR OTHER FOREIGN MATERIAL. GROUT SHALL BE PLACED SO THAT ALL SPACES DESIGNATED TO BE GROUTED SHALL BE FILLED WITH GROUT AND THE GROUT SHALL BE CONFINED TO THOSE SPECIFIC SPACES.

9. GROUT MATERIALS AND WATER CONTENT SHALL BE CONTROLLED TO PROVIDE ADEQUATE FLUIDITY FOR PLACEMENT, WITHOUT SEGREGATION OF THE CONSTITUENTS, AND SHALL BE MIXED THOROUGHLY.

10. THE GROUTING OF ANY SECTION OF WALL SHALL BE COMPLETED IN ONE DAY WITH NO INTERRUPTIONS GREATER THAN ONE HOUR.

12. BETWEEN GROUT POURS, A HORIZONTAL CONSTRUCTION JOINT SHALL BE FORMED BY STOPPING ALL C.M.U. AT THE SAME ELEVATION AND WITH THE GROUT STOPPING A MORTAR DROPPINGS OR OTHER FOREIGN MATERIAL. GROUT SHALL BE PLACED SO THAT WHERE BOND BEAMS OCCUR, THE GROUT POUR SHALL BE STOPPED A MINIMUM OF 1/2 INCH BELOW THE TOP OF THE MASONRY.

13. SEGREGATION OF GROUT MATERIALS AND DAMAGE TO THE MASONRY SHALL BE AVOIDED DURING THE GROUTING PROCESS.

14. GROUT SHALL BE CONSOLIDATED BY MECHANICAL VIBRATION DURING PLACEMENT BEFORE LOSS OF PLASTICITY IN A MANNER TO FILL THE GROUT SPACE. GROUT POURS GREATER THAN 12 INCHES IN HEIGHT WILL BE RECONSOLIDATED BY MECHANICAL VIBRATION TO WHERE BOND BEAMS OCCUR, THE GROUT POUR SHALL BE STOPPED A MINIMUM OF 1/2 MECHANICALLY VIBRATED OR PUDDLED AND RODDED WITH SMOOTH BAR.

15. GROUT SHALL NOT BE HANDLED NOR PUMPED UTILIZING ALUMINUM EQUIPMENT UNLESS IT CAN BE DEMONSTRATED WITH THE MATERIAL AND EQUIPMENT TO BE USED THAT THERE WILL BE NO DELETERIOUS EFFECT ON THE STRENGTH OF THE GROUT.

16. PLACE #4 VERTICAL REINFORCEMENT @ EACH CORNER AND @ EACH SIDE OF AN OPENING

Item 10.

T-Mobile
DUKE BRIDGES CAMPUS
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FRISCO, TX 75034
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ACGI NO: 22-4294

DRAWN BY: SP

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01/12/19/22 CMU WALL DESIGN

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CONSULTING GROUP, INC.
9221 Lyndon B Johnson Fwy
Suite 204, Dallas, TX 75243
Phone: 972-231-8893
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SITE ID:
DA0931D
SITE NAME:
PISD SPORT
COMPLEX

1240 FRONTIER PKWY PARK RD,
PROSPER, TX 75078
COLLIN COUNTY

SHEET TITLE
MASONRY NOTES

SHEET NUMBER

S-4

Page 75

Exhibit C



FINANCE

To: Mayor and Town Council

From: Chris Landrum, Finance Director

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

Re: Parameters Ordinance - GO Bonds, Series 2023

Town Council Meeting – July 25, 2023

Agenda Item:

Consider all matters incident and related to the issuance and sale of "Town of Prosper, Texas, General Obligation Refunding and Improvement Bonds, Series 2023", including the adoption of an ordinance authorizing the issuance of such bonds and establishing procedures and delegating authority for the sale and delivery of such bonds. (CL)

Description of Agenda Item:

Proceeds from the sale of the Bonds will be used to fund the planned capital projects:

- Parks and recreational projects (\$9,800,000)
- Streets, roads, bridges, and intersections (\$27,158,033)

The attached ordinance would authorize the issuance of the Bonds and delegate to the Deputy Town Manager or the Finance Director the final pricing within 180 days that meets the following conditions:

- Issue the bonds through a competitive or negotiated sale
- the voted authorization from the Election used in the issuance of such Bonds shall be taken from the following propositions: Proposition B (and shall not exceed \$9,800,000 in total voted authorization used); and Proposition C (and shall not exceed \$27,158,033 in total voted authorization used); the amount used of voted authorization from each proposition shall be set forth in a Pricing Certificate
- at a rate not to exceed 4.75% in the aggregate
- with a final maturity of August 15, 2043
- the refunding must produce debt service savings of at least 3.00%

Approval of this ordinance has the following advantages to obtain the lowest interest rate for the Town's Bond sale:

- Flexibility to sell on a day based on the best market conditions instead of only a Town Council Tuesday
- Allows for immediate award to the lowest bidder

Budget Impact:

The debt service payments for the Bonds will be funded from the Debt Service Fund.

Legal Obligations and Review:

Terrence Welch of Brown & Hofmeister, L.L.P. and Chris Settle of McCall, Parkhurst and Horton, the Town's bond counsel, have reviewed the ordinance as to form and legality.

Attached Documents:

1. Ordinance
2. Timeline (Exhibit A)
3. Use of Proceeds (Exhibit B)

Town Staff Recommendation:

Town staff recommends adoption of an ordinance authorizing the issuance and sale of "Town of Prosper, Texas General Obligation Refunding and Improvement Bonds, Series 2023", and approving all other matters related thereto.

Proposed Motion:

I move to adopt an ordinance authorizing the issuance and sale of "Town of Prosper, Texas, General Obligation Refunding and Improvement Bonds, Series 2023" and approving all other matters related thereto.

TOWN OF PROSPER, TEXAS**ORDINANCE 2023-44**

ORDINANCE AUTHORIZING THE ISSUANCE OF TOWN OF PROSPER, TEXAS, GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2023, ESTABLISHING SALE PARAMETERS, PROVIDING FOR THE SECURITY FOR AND PAYMENT OF SAID BONDS; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

**THE STATE OF TEXAS
COUNTIES OF COLLIN AND DENTON
TOWN OF PROSPER**

WHEREAS, Town of Prosper, Texas (the "Town") has previously issued, and there are presently outstanding, bonds of the Town payable from ad valorem taxes levied and to be levied, assessed and collected within the Town, within the limits prescribed by law; and

WHEREAS, the Town now desires to refund all or part of the bonds described in **Schedule I** attached hereto, collectively, the "Eligible Refunded Obligations", and those Eligible Refunded Obligations designated by the Pricing Officer in the Pricing Certificate (each as defined below) to be refunded are herein referred to as the "Refunded Obligations"; and

WHEREAS, Chapter 1207 (defined below) authorizes the Town to issue refunding bonds and to deposit the proceeds from the sale thereof, and any other available funds or resources, directly with a place of payment (paying agent) for the Refunded Obligations, and such deposit, if made before such payment dates, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations; and

WHEREAS, the Town Council of the Town (the "Council") hereby finds and determines that it is a public purpose and in the best interests of the Town to refund the Refunded Obligations in order to achieve a present value debt service savings, with such savings, among other information and terms to be included in one or more pricing certificates (the "Pricing Certificate") to be executed by the Pricing Officer (hereinafter designated), all in accordance with the provisions of Section 1207.007, Texas Government Code; and

WHEREAS, all the Refunded Obligations mature or are subject to redemption prior to maturity within 20 years of the date of the bonds hereinafter authorized; and

WHEREAS, a portion the bonds hereinafter authorized represent a portion of the bonds approved by the voters of the Town at an election held in the Town on November 3, 2020 (the "Election") under three propositions totaling \$210,000,000, and the Council deems it necessary and advisable to authorize, issue and deliver a portion of the bonds authorized at the Election, in the amounts set forth in a Pricing Certificate (hereinafter defined) from the approved Propositions, as set forth below:

Election Prop.	Purpose	Bonds Approved	Bonds Previously Issued	Amount Being Issued ⁽¹⁾	Amount Remaining ⁽¹⁾
A	For designing, constructing, improving and equipping public safety facilities in the Town, consisting of fire stations, an emergency operations center, a public safety training facility and administrative facilities relating thereto.	\$30,000,000	\$18,600,000	\$0.00	\$11,400,000
B	For designing, constructing, improving and equipping parks, trails and recreational facilities in the Town and the acquisition of land and interests in land for such purposes.	\$30,000,000	\$5,030,000	\$9,800,000	\$15,170,000
C	For constructing, improving, extending, expanding, upgrading and developing streets and roads, bridges and intersections in the Town and related drainage improvements, utility relocations, landscaping, curbs and sidewalks, traffic safety and operational improvements, entryway signage and other street and road signage and costs associated with such projects, and interests in land as may be necessary for such purposes, and excluding certain road projects to be funded with other obligation.	\$150,000,000	\$50,020,000	\$27,158,033	\$72,821,967

(1) Includes premium deposited into the Capital Projects Fund and applied against voted authorization. The table above shall be reproduced in the Pricing Certificate with such changes necessary to reflect the final pricing information.

WHEREAS, the Bonds are being issued and delivered pursuant to Chapter 1207, Chapter 1331 and Chapter 1371 (each as defined below), and the Town's Home Rule Charter; and; and

WHEREAS, the Town is an "Issuer" under Section 1371.001(4)(P), Texas Government Code, having (i) a principal amount of at least \$100 million in outstanding long-term indebtedness, in long-term indebtedness proposed to be issued, or a combination of outstanding or proposed long-term indebtedness and (ii) some amount of long-term indebtedness outstanding or proposed to be issued that is rated in one of the four highest rating categories for long-term debt instruments by a nationally recognized rating agency for municipal securities, without regard to the effect of any credit agreement or other form of credit enhancement entered into in connection with the obligation; and

WHEREAS, the Council hereby finds and determines that it is in the best interests of the Town to issue the Bonds, in one or more series, for the purposes stated herein, and to delegate to the Pricing Officer the authority to act on behalf of the Town in selling and delivering the Bonds and setting the dates, price, interest rates, interest payment periods and other procedures relating thereto, as hereinafter specified, with such information and terms to be included in one or more Pricing Certificates to be executed by the Pricing Officer, all in accordance with the provisions of Sections 1207.007 and 1371.053, Texas Government Code, as amended; and

WHEREAS, it is officially found, determined and declared that the meeting at which this Ordinance has been adopted was open to the public, and public notice of the date, hour, place and

subject of said meeting, including this Ordinance, was given, all as required by the applicable provisions of Chapter 551, Texas Government Code, as amended;

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

Section 1. RECITALS, AMOUNT, PURPOSE AND DESIGNATION OF THE BONDS.

(a) The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section.

(b) The Bonds are hereby authorized to be issued and delivered, in one or more series, in the maximum aggregate principal amount hereinafter set forth for the public purposes of providing funds to (i) pay for the costs of the Projects (defined below), (ii) refund a portion of the Town's outstanding general obligation debt and (iii) pay the costs incurred in connection with the issuance of the Bonds.

(c) Each Bond issued pursuant to this Ordinance shall be designated (unless otherwise provided in the Pricing Certificate): "TOWN OF PROSPER, TEXAS, GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BOND, SERIES 2023," and initially there shall be issued, sold and delivered hereunder fully registered Bonds, without interest coupons, payable to the respective registered owners thereof (with the initial Bond(s) being made payable to the Underwriter as described herein), or to the registered assignee or assignees of said bonds or any portion or portions thereof (in each case, the "Registered Owner"). The Bonds shall be in the respective denominations and principal amounts, shall be numbered, shall mature and be payable on the date or dates in each of the years and in the principal amounts or amounts due at maturity, as applicable, and shall bear interest to their respective dates of maturity or redemption, if applicable, prior to maturity at the rates per annum, as set forth in the Pricing Certificate.

Section 2. DEFINITIONS. Unless otherwise expressly provided or unless the context clearly requires otherwise in this Ordinance, the following terms shall have the meanings specified below:

"Attorney General" shall mean the Attorney General of the State.

"Bonds" means and includes the Bonds initially issued and delivered pursuant to this Ordinance and all substitute Bonds exchanged therefor, as well as all other substitute Bonds and replacement Bonds issued pursuant hereto, and the term "Bond" shall mean any of the Bonds.

"Chapter 1207" means Chapter 1207, Texas Government Code, as amended.

"Chapter 1331" means Chapter 1331, Texas Government Code, as amended.

"Chapter 1371" means Chapter 1371, Texas Government Code, as amended.

"Code" means the Internal Revenue Code of 1986, as amended.

"Comptroller" shall mean the Comptroller of Public Accounts of the State.

"Delivery Date" shall mean the date or dates of delivery of any series of Bonds to the Underwriter against payment therefor, as determined by the Pricing Officer in the Pricing Certificate.

"Projects" shall mean (i) designing, constructing, improving and equipping public safety facilities in the Town, consisting of fire stations, an emergency operations center, a public safety training facility and administrative facilities relating thereto; (ii) designing, constructing, improving and equipping parks, trails and recreational facilities in the Town and the acquisition of land and interests in land for such purposes; and (iii) constructing, improving, extending, expanding, upgrading and developing streets and roads, bridges and intersections in the Town and related drainage improvements, utility relocations, landscaping, curbs and sidewalks, traffic safety and operational improvements, entryway signage and other street and road signage and costs associated with such projects, and interests in land as may be necessary for such purposes, and excluding certain road projects to be funded with other obligation.

"State" shall mean the State of Texas.

"Underwriter" shall mean the initial purchaser(s) of the Bonds designated by the Pricing Officer in the Pricing Certificate.

Section 3. DELEGATION TO PRICING OFFICER. (a) As authorized by Sections 1207.007 and 1371.053, Texas Government Code, as amended, the Deputy Town Manager and the Finance Director of the Town are each individually hereby authorized to act on behalf of the Town in selling and delivering the Bonds (of which officers, the officer executing the Pricing Certificate shall be hereinafter referred to as, and shall for all purposes be, the "Pricing Officer"), determining whether the Bonds shall be issued in one or more series or subseries and whether the new money portion shall be issued as a single series of bonds and the refunding portion be issued as a separate series of bonds, determining which of the Eligible Refunded Obligations shall be refunded and carrying out the procedures specified in this Ordinance, including determining the principal amount of Bonds to be issued, the amount to be applied against each proposition, determining whether the Bonds shall be issued in one or more series or subseries, the date or dates of the Bonds, any additional or different designation or title by which the Bonds shall be known, the price at which the Bonds will be sold, the years in which the Bonds will mature, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, the interest payment and record dates, the price and terms, if any, upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the Town, as well as any mandatory sinking fund redemption provisions, whether the Bonds of any series shall be designated as "qualified tax-exempt obligations" as defined in section 265(b)(3) of the Code, approving modifications or additions to the Rule 15c2-12 continuing disclosure undertaking, approving modifications to the term Defeasance Securities, and all other matters relating to the issuance, sale,

and delivery of the Bonds and the refunding of the Refunded Obligations, including without limitation establishing the redemption date for and effecting the redemption of the Refunded Obligations, determining any amounts to be contributed to the refunding by the Town and procuring municipal bond insurance and approving modifications to this Ordinance and executing such instruments, documents and agreements as may be necessary with respect thereto, if it is determined that such insurance would be financially desirable and advantageous, all of which shall be specified in the Pricing Certificate, provided that:

(i) the maximum original principal amount of Bonds issued for new money purposes shall not exceed \$37,000,000, the maximum original principal amount of Bonds issued for refunding purposes shall not exceed \$5,500,000, and the aggregate original principal amount of the Bonds shall not exceed \$42,500,000;

(ii) no Bond of any series (if multiple series are issued) shall mature after August 15, 2043;

(iii) the true interest cost rate for the Bonds shall not exceed 4.75% in the aggregate; and

(iv) the refunding must produce debt service savings of at least 3.00% measured on a net present value basis as a percentage of the principal amount of the Refunded Obligations, with such savings to be net of any Town contribution to the refunding.

(b) In establishing the aggregate principal amount of the Bonds, the Pricing Officer shall establish an amount not exceeding the amount authorized in Subsection (a) above, which shall be sufficient in amount to provide for the purposes for which the Bonds are authorized and to pay costs of issuing the Bonds. The delegation made hereby shall expire if not exercised by the Pricing Officer on or prior to the date that is 180 days after the adoption of this Ordinance. The Pricing Officer may determine to issue one or more series of Bonds and may exercise the authority granted herein on one or more dates to effectuate the issuance of multiple series of Bonds if multiple series are issued and, if multiple series are issued, each separate series may close on separate dates or on the same date, as determined by the Pricing Officer. The Bonds shall be sold at such prices, with and subject to such terms as set forth in one or more Pricing Certificates.

(c) The Bonds of one or more series may be sold by public offering (either through a negotiated or competitive offering) or by private placement. If the Bonds of one or more series are sold by private placement, the applicable Pricing Certificate shall so state, and the applicable Pricing Certificate may make changes to this Ordinance to effect such private placement of such Bonds, including the provisions hereof that pertain to the book-entry-only procedures (including eliminating the book-entry-only system of registrations, payment and transfers) and to the provisions relating to the Rule 15c2-12 undertaking (including eliminating or replacing such undertaking with an agreement to provide alternative disclosure information).

(d) It is hereby found and determined that the refunding of the Refunded Obligations is advisable and necessary in order to restructure the debt service requirements of the Town, and that the debt service requirements on the Bonds will be less than those on the Refunded Obligations, resulting in a reduction in the amount of principal and interest which otherwise would be payable. The Refunded Obligations are subject to redemption, at the option of the Town, and the Pricing Officer is hereby authorized to cause all of the Refunded Obligations to be called for redemption on the respective date or dates consistent with the savings analysis set forth in Section 3(a)(iv) hereof, and the proper notices of such redemption to be given, and in each case at a redemption price of par, plus accrued interest to the date fixed for redemption. In furtherance of authority granted by Section 1207.007(b), Texas Government Code, the Pricing Officer is further authorized to enter into and execute on behalf of the Town with the escrow agent named therein, an escrow agreement or deposit agreement, in substantially the form presented to the Council at the meeting at which this Ordinance was adopted and as shall be approved by the Pricing Officer, which escrow agreement or deposit agreement will provide for the payment in full of the Refunded Obligations (the "Escrow Agreement"). In addition, each Pricing Officer and the Mayor shall be authorized to execute the Escrow Agreement. In addition, the Pricing Officer is authorized to purchase such securities with proceeds of the Bonds, to execute such subscriptions for the purchase of the United States Treasury Securities, State and Local Government Series and to transfer and deposit such cash from available funds, as may be necessary or appropriate for the escrow or deposit fund described in the Escrow Agreement.

(e) In satisfaction of Section 1201.022(a)(3)(B), Texas Government Code, the Council hereby determines that the delegation of the authority to the Pricing Officer to approve the final terms of the Bonds set forth in this Ordinance is, and the decisions made by the Pricing Officer pursuant to such delegated authority and incorporated into the Pricing Certificate will be, the most advantageous reasonably available, and the Pricing Officer is hereby authorized to make and include a finding to that effect in the Pricing Certificate.

Section 4. CHARACTERISTICS OF THE BONDS. (a) Registration, Transfer, Conversion and Exchange. The Town shall keep or cause to be kept at the designated office of the bank named in the Pricing Certificate as the paying agent/registrar for the Bonds (the "Paying Agent/Registrar"), books or records for the registration of the transfer, conversion and exchange of the Bonds (the "Registration Books"), and the Town hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the Town and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided within three days of presentation in due and proper form. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Town shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books

confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Town shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Bond or Bonds. Registration of assignments, transfers, conversions and exchanges of Bonds shall be made in the manner provided and with the effect stated in the FORM OF BOND set forth as **Exhibit A** of this Ordinance. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

(b) Authentication. Except as provided in subsection (e) of this Section, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign said Bond, and no such Bond shall be deemed to be issued or outstanding unless such Bond is so executed. The Paying Agent/Registrar promptly shall cancel all paid Bonds and Bonds surrendered for conversion and exchange. No additional ordinances, orders or resolutions need be passed or adopted by the governing body of the Town or any other body or person so as to accomplish the foregoing conversion and exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution and delivery of the substitute Bonds in the manner prescribed herein. Pursuant to Subchapter D, Chapter 1201, Texas Government Code, the duty of conversion and exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Bond, the converted and exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds which initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General and registered by the Comptroller.

(c) Payment of Bonds and Interest. The Town hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Town and the Paying Agent/Registrar with respect to the Bonds, and of all conversions and exchanges of Bonds, and all replacements of Bonds, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Town. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each registered owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(d) Substitute Paying Agent/Registrar. The Town covenants with the registered owners of the Bonds that at all times while the Bonds are outstanding the Town will provide a competent and legally qualified bank, trust company, financial institution or other agency to act as and perform the services of Paying Agent/Registrar for the Bonds under this Ordinance, and that the Paying Agent/Registrar will be one entity. The Town reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 50 days written notice to the Paying

Agent/Registrar, to be effective not later than 45 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Town covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the Town. Upon any change in the Paying Agent/Registrar, the Town promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(e) General Characteristics of the Bonds. The Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the Registered Owners thereof, (ii) may be redeemed prior to their scheduled maturities (notice of which shall be given to the Paying Agent/Registrar by the Town at least 35 days prior to any such redemption date), (iii) may be transferred and assigned, (iv) may be converted and exchanged for other Bonds, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Bonds shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the Town shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF BOND set forth as **Exhibit A** of this Ordinance. The Bonds initially issued and delivered pursuant to this Ordinance are not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in conversion of and exchange for any Bond or Bonds issued under this Ordinance the Paying Agent/Registrar shall execute the Paying Agent/registrar's Authentication Certificate, in the FORM OF BOND set forth as **Exhibit A** of this Ordinance.

(f) Book-Entry-Only System. Unless the Bonds are sold by private placement, the Bonds issued in exchange for the Bonds initially issued to the Underwriter shall be initially issued in the form of a separate single fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company of New York ("DTC"), and except as provided in subsection (g) of this Section, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the Town and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("DTC Participant") to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of

whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Town and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of Bonds, as shown on the Registration Books, of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of Bonds, as shown in the Registration Books of any amount with respect to principal of or interest on the Bonds. Notwithstanding any other provision of this Ordinance to the contrary, the Town and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the registered owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Town's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner, as shown in the Registration Books, shall receive a Bond certificate evidencing the obligation of the Town to make payments of principal and interest pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the registered owner at the close of business on the Record Date, the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(g) Successor Securities Depository; Transfers Outside Book-Entry-Only System. If the Bonds are subject to the DTC book-entry system, and in the event that the Town determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the Town to DTC or that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Town shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names registered owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

(h) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to

such Bond shall be made and given, respectively, in the manner provided in the representation letter of the Town to DTC.

(i) Cancellation of Initial Bond(s). On the Delivery Date, one initial Bond representing the entire principal amount of the Bonds, payable in stated installments to the order of the Underwriter or its designee, executed by manual or facsimile signature of the Mayor and Town Secretary, approved by the Attorney General, and registered and manually signed by the Comptroller, will be delivered to the Underwriter or its designee. If the Bonds are sold subject to the book-entry system of DTC, then upon payment for the initial Bond(s), the Paying Agent/Registrar shall insert the Delivery Date on the initial Bond(s), cancel each of the initial Bond(s) and deliver to DTC on behalf of the Underwriter one registered definitive Bond for each year of maturity of the Bonds, in the aggregate principal amount of all of the Bonds for such maturity, registered in the name of Cede & Co., as nominee of DTC. To the extent that the Paying Agent/Registrar is eligible to participate in DTC's FAST System, pursuant to an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Bonds in safekeeping for DTC.

(j) Conditional Notice of Redemption. With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by this Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption may, at the option of the Town, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the Town shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

Section 5. FORM OF BONDS. The form of the Bond, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State to be attached only to the Bonds initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially in the form provided in **Exhibit A**, with such appropriate variations, omissions, or insertions as are permitted or required by this Ordinance. The Form of Bond as it appears in **Exhibit A** shall be completed, amended and modified by Bond Counsel to incorporate the information set forth in the Pricing Certificate, but it is not required for the Form of Bond to be reproduced as an exhibit to the Pricing Certificate.

Section 6. TAX LEVY. (a) A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the Town as a separate fund or account and the funds therein shall be deposited into and held at an official depository bank of said Town. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of said Town, and

shall be used only for paying the interest on and principal of said Bonds. All amounts received from the sale of the Bonds as accrued interest shall be deposited upon receipt to the Interest and Sinking Fund, and all ad valorem taxes levied and collected for and on account of said Bonds shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of said Bonds are outstanding and unpaid, the governing body of said Town shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the money required to pay the interest on said Bonds as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of said Bonds as such principal matures (but never less than 2% of the original amount of said Bonds as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of said Town, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said Town, for each year while any of said Bonds are outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of said Bonds, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law. If lawfully available moneys of the Town are actually on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes that otherwise would have been required to be levied pursuant to this Section may be reduced to the extent and by the amount of the lawfully available funds then on deposit in the Interest and Sinking Fund.

(b) Chapter 1208, Government Code, applies to the issuance of the Bonds and the pledge of the taxes granted by the Town under this Section, and is therefore valid, effective, and perfected. Should State law be amended at any time while the Bonds are outstanding and unpaid, the result of such amendment being that the pledge of the taxes granted by the Town under this Section is to be subject to the filing requirements of Chapter 9, Business and Commerce Code, in order to preserve to the registered owners of the Bonds a security interest in said pledge, the Town agrees to take such measures as it determines are reasonable and necessary under State law to comply with the applicable provisions of Chapter 9, Texas Business and Commerce Code and enable a filing of a security interest in said pledge to occur.

Section 7. DEFEASANCE OF BONDS. (a) Any Bond and the interest thereon shall be deemed to be paid, retired, and no longer outstanding (a "Defeased Bond") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Town with the Paying Agent/Registrar for the

payment of its services until all Defeased Bonds shall have become due and payable. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities, and thereafter the Town will have no further responsibility with respect to amounts available to the Paying Agent/Registrar (or other financial institution permitted by applicable law) for the payment of such Defeased Bonds, including any insufficiency therein caused by the failure of the Paying Agent/Registrar (or other financial institution permitted by applicable law) to receive payment when due on the Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem Defeased Bonds that is made in conjunction with the payment arrangements specified in subsections (a)(i) or (ii) of this Section shall not be irrevocable, provided that (1) in the proceedings providing for such payment arrangements, the Town expressly reserves the right to call the Defeased Bonds for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Bonds immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Town also be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Bonds and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Town, or deposited as directed in writing by the Town. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Bonds may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsections (a)(i) or (ii) of this Section. All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Bonds, with respect to which such money has been so deposited, shall be remitted to the Town or deposited as directed in writing by the Town.

(c) The term "Defeasance Securities" means any securities and obligations now or hereafter authorized by State law that are eligible to refund, retire or otherwise discharge obligations such as the Bonds.

(d) Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the Town shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(e) In the event that the Town elects to defease less than all of the principal amount of Bonds of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Bonds by such random method as it deems fair and appropriate.

Section 8. **DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS.** (a) Replacement Bonds. In the event any outstanding Bond is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new bond of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bonds. Application for replacement of damaged, mutilated, lost, stolen, or destroyed Bonds shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Bond, the registered owner applying for a replacement bond shall furnish to the Town and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Bond, the registered owner shall furnish to the Town and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Bond. In every case of damage or mutilation of a Bond, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred which is then continuing in the payment of the principal of or interest on the Bond, the Town may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bonds. Prior to the issuance of any replacement bond, the Paying Agent/Registrar shall charge the registered owner of such Bond with all legal, printing, and other expenses in connection therewith. Every replacement bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen, or destroyed shall constitute a contractual obligation of the Town whether or not the lost, stolen, or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Bonds duly issued under this Ordinance.

(e) Authority for Issuing Replacement Bonds. In accordance with Subchapter B, Chapter 1206, Texas Government Code, this Section shall constitute authority for the issuance of any such replacement bond without necessity of further action by the governing body of the Town or any other body or person, and the duty of the replacement of such bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in this Ordinance for Bonds issued in conversion and exchange for other Bonds.

Section 9. CUSTODY, APPROVAL, AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED. The Mayor (or, in the absence of the Mayor, the Mayor Pro Tem) is hereby authorized to have control of the Bonds initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Bonds pending their delivery and their investigation, examination and approval by the Attorney General, and their registration by the Comptroller. Upon registration of the Bonds, the Comptroller (or a deputy designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Bonds, and the seal of the Comptroller shall be impressed, or placed in facsimile, on such Bond. The approving legal opinion of the Town's Bond Counsel and the assigned CUSIP numbers may, at the option of the Town, be printed on the Bonds issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Bonds. In addition, if bond insurance is obtained, the Bonds may bear an appropriate legend as provided by the insurer.

Section 10. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE BONDS. (a) Covenants. The Town covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Bonds as obligations described in section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Town covenants as follows:

(i) to take any action to assure that no more than 10 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the Town, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

(ii) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(iii) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(iv) to refrain from taking any action which would otherwise result in the Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(v) to refrain from taking any action that would result in the Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(vi) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Bonds, other than investment property acquired with:

(A) proceeds of the Bonds invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 90 days or less until such proceeds are needed for the purpose for which the bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Bonds;

(vii) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(viii) to refrain from using the proceeds of the Bonds or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Bonds in contravention of the requirements of section 149(d) of the Code (relating to advance refundings); and

(ix) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (8), a "Rebate Fund" is hereby established by the Town for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The Town understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the Refunded Obligations expended prior to the Delivery Date. It is the understanding of the Town that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Bonds, the Town will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Bonds, the Town agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the Town hereby authorizes and directs the Mayor, the Mayor Pro Tem, the Town Manager, the Town Secretary and each Pricing Officer to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Town, which may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds.

(d) Disposition of Projects. The Town covenants that the Projects financed with the proceeds of the Bonds issued in accordance with the Election or refinanced through the refunding of the Refunded Obligations, as described in the recitals to this Ordinance, will not be sold or otherwise disposed in a transaction resulting in the receipt by the Town of cash or other compensation, unless the Town obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Town shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Allocation of, and Limitation on, Expenditures for the Projects. The Town covenants to account for the expenditure of sale proceeds and investment earnings to be used for the construction and acquisition of the Projects on its books and records by allocating proceeds to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Projects are completed. The foregoing notwithstanding, the Town shall not expend sale proceeds or investment earnings thereon more than 60 days after the earlier of (1) the fifth anniversary of the Delivery Date, or (2) the date the Bonds are retired, unless the Town obtains an opinion of nationally-recognized bond counsel that such expenditure will not adversely affect the status, for federal income tax purposes, of the Bonds or the interest thereon. For purposes hereof, the Town shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 11. SALE OF BONDS; OFFICIAL STATEMENT. (a) The Bonds shall be sold and delivered subject to the provisions hereof and pursuant to the terms and provisions of a bond purchase agreement, notice of sale and bidding instructions or private placement agreement (collectively and individually, the "Purchase Contract"), each of which the Pricing Officer is hereby authorized to execute and deliver and in which the Underwriter shall be designated. The Bonds shall initially be registered in the name of the Underwriter, unless otherwise set forth in the Pricing Certificate.

(b) The Pricing Officer is hereby authorized, in the name and on behalf of the Town, to approve the distribution and delivery of a preliminary official statement and a final official statement relating to the Bonds to be used by the Underwriter in the marketing of the Bonds, if applicable.

Section 12. FURTHER PROCEDURES; ENGAGEMENT OF BOND COUNSEL; ATTORNEY GENERAL FILING FEE; APPROPRIATION. (a) The Mayor, the Mayor Pro Tem, the Town Manager, the Town Secretary and each Pricing Officer, individually or jointly, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the Town such documents, certificates and instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Letter of Representations, the Bonds and the sale of the Bonds. In addition, prior to the delivery of the Bonds, the Mayor, the Mayor Pro Tem, the Town Manager, the Town Secretary and each Pricing Officer are each hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the documents authorized and approved by this Ordinance: (i) in order to cure any ambiguity, formal defect, or omission in this Ordinance or such other document, or (ii) as requested by the Attorney General or his representative to obtain the approval of the Bonds by the Attorney General. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

(b) The obligation of the Underwriter to accept delivery of the Bonds is subject to the Underwriter being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Town, which opinion shall be dated as of and delivered on the Delivery Date. The engagement of such firm as bond counsel to the Town in connection with issuance, sale and delivery of the Bonds is hereby approved and confirmed.

(c) To pay the debt service coming due on the Bonds, if any (as determined by the Pricing Certificate) prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

(d) In accordance with the provisions of Section 1202.004, Texas Government Code, in connection with the submission of the Bonds to the Attorney General for review and approval, a statutory fee (an amount equal to 0.1% principal amount of the Bonds, subject to a minimum of \$750 and a maximum of \$9,500) is required to be paid to the Attorney General upon the submission of the transcript of proceedings for the Bonds. The Town hereby authorizes and directs that a check in the amount of the Attorney General filing fee for the Bonds, made payable to the "Texas Attorney General," be promptly furnished to the Town's Bond Counsel, for payment to the Attorney General in connection with his review of the Bonds.

Section 13. COMPLIANCE WITH RULE 15c2-12. (a) If the Bonds are sold by public offering, and are subject to the Rule (as defined below), the following provisions shall apply, unless modified by the Pricing Officer in the Pricing Certificate:

(i) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"Financial Obligation" means a: (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) a guarantee of the foregoing (a) and (b). The term Financial Obligation does not include any municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"MSRB" means the Municipal Securities Rulemaking Board or any successor to its functions under the Rule.

"Rule" means SEC Rule 15c2 12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(ii) Annual Reports. (A) The Town shall provide annually to the MSRB, within the timeframe set forth in the Pricing Certificate, in the electronic format prescribed by the MSRB, certain updated financial information and operating data pertaining to the Town, being the information described in the Pricing Certificate.

(B) Any financial information described in the Pricing Certificate to be provided shall be (i) prepared in accordance with the accounting principles described in the financial statements of the Town appended to the Official Statement, or such other accounting principles as the Town may be required to employ from time to time pursuant to state law or regulation, and (ii) audited, if the Town commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not completed within the period set forth in the Pricing Certificate, then the Town shall provide unaudited financial information of the type described in the Pricing Certificate within such period, and audited financial

statements for the applicable fiscal year to the MSRB, when and if the audit report on such statements becomes available.

(C) If the Town changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Town otherwise would be required to provide financial information and operating data pursuant to this Section.

(D) All financial information, operating data, financial statements and notices required by this Section to be provided to the MSRB shall be provided in an electronic format and be accompanied by identifying information prescribed by the MSRB. Financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public on the MSRB's Internet Web site or filed with the SEC.

(iii) Event Notices. The Town shall notify the MSRB, in a timely manner not in excess of ten business days after the occurrence of the event, of any of the following events with respect to the Bonds:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) Modifications to rights of holders of the Bonds, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Bonds, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership, or similar event of the Town;
- (13) The consummation of a merger, consolidation, or acquisition involving the Town or the sale of all or substantially all of the assets of the Town, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

- (14) Appointment of a successor or additional paying agent/registrar or the change of name of a paying agent/registrar, if material;
- (15) Incurrence of a Financial Obligation of the Town, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Town, any of which affect security holders, if material; and
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Town, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Town in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Town, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the Town in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Town, and (b) the Town intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

The Town shall notify the MSRB, in a timely manner, of any failure by the Town to provide financial information or operating data in accordance with subsection (a)(ii) of this Section by the time required by subsection (a)(ii).

(iv) Limitations, Disclaimers and Amendments. (A) The Town shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Town remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the Town in any event will give notice of any deposit made in accordance with this Ordinance or applicable law that causes the Bonds no longer to be outstanding.

(B) The provisions of this Section are for the sole benefit of the registered owners and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Town undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Town's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Town does not make

any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

(C) UNDER NO CIRCUMSTANCES SHALL THE TOWN BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE TOWN, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(D) No default by the Town in observing or performing its obligations under this Section shall comprise a breach of or default under the Ordinance for purposes of any other provision of this Ordinance. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Town under federal and state securities laws.

(E) The provisions of this Section may be amended by the Town from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Town, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the registered owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the Town (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the registered owners and beneficial owners of the Bonds. If the Town so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The Town may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds.

(b) If the Bonds are sold by private placement, the Pricing Officer may agree to provide for an undertaking in accordance with the Rule or may agree to provide other public information to the Underwriter as may be necessary for the sale of the Bonds on the most favorable terms to the Town.

Section 14. METHOD OF AMENDMENT. The Town hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The Town may from time to time, without the consent of any Registered Owner, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the Registered Owners, (ii) grant additional rights or security for the benefit of the Registered Owners, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the Registered Owners, (v) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (iv) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be materially inconsistent with the provisions of this Ordinance and that shall not, in the opinion of nationally-recognized bond counsel, materially adversely affect the interests of the Registered Owners.

(b) Except as provided in paragraph (a) above, the holders of Bonds aggregating in a majority of the principal amount of then outstanding Bonds that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Town; provided, however, that without the consent of 100% of the Registered Owners in aggregate principal amount of the then outstanding Bonds, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Bonds so as to:

- (1) Make any change in the maturity of any of the outstanding Bonds;
- (2) Reduce the rate of interest borne by any of the outstanding Bonds;
- (3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Bonds;
- (4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Bonds or any of them or impose any condition with respect to such payment; or
- (5) Change the minimum percentage of the principal amount of the Bonds necessary for consent to such amendment.

(c) If at any time the Town shall desire to amend this Ordinance under this Section, the Town shall send by U.S. mail to each registered owner of the affected Bonds a copy of the proposed amendment.

(d) Whenever at any time within one year from the date of mailing of such notice the Town shall receive an instrument or instruments executed by the Registered Owners of at least a majority in aggregate principal amount of all of the Bonds then outstanding that are required for the amendment (or 100% if such amendment is made in accordance with paragraph (b)), which

instrument or instruments shall refer to the proposed amendment and which shall specifically consent to and approve such amendment, the Town may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the Town and all Registered Owners of such affected Bonds shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the Registered Owner of a Bond pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of such consent and shall be conclusive and binding upon all future Registered Owners of the same Bond during such period. Such consent may be revoked at any time after six months from the date of said consent by the Registered Owner who gave such consent, or by a successor in title, by filing notice with the Town, but such revocation shall not be effective if the Registered Owners the required amount of the affected Bonds then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

(g) For the purposes of establishing ownership of the Bonds, the Town shall rely solely upon the registration of the ownership of such Bonds on the Registration Books kept by the Paying Agent/Registrar.

Section 15. REDEMPTION OF REFUNDED OBLIGATIONS. (a) Subject to execution and delivery of the Purchase Contract with the Town, the Town hereby directs that the Refunded Obligations be called for redemption on the dates and at the prices set forth in the Pricing Certificate. The Pricing Officer is hereby authorized and directed to issue or cause to be issued the Notices of Redemption of the Refunded Obligations in substantially the form set forth in **Exhibit B** attached hereto to the paying agent for the Refunded Obligations. The Notices of Redemption of the Refunded Obligations as they appear in **Exhibit B** shall be completed, amended and modified by Bond Counsel to incorporate the information set forth in the Pricing Certificate, but it is not required for the Notices of Redemption of the Refunded Obligations to be reproduced as an exhibit to the Pricing Certificate.

(b) The paying agent/registrar for the Refunded Obligations is hereby directed to provide the appropriate notice of redemption as required by the Refunded Obligations and is hereby directed to make appropriate arrangements so that the Refunded Obligations may be redeemed on the redemption date.

(c) If the redemption of the Refunded Obligations results in the partial refunding of any maturity of the Refunded Obligations, the Pricing Officer shall direct the paying agent/registrar for the Refunded Obligations to designate at random and by lot which of the Refunded Obligations will be payable from and secured solely from ad valorem taxes of the Town pursuant to the ordinances of the Town authorizing the issuance of such Refunded Obligations (the "Refunded

Obligation Ordinance"). For purposes of such determination and designation, all Refunded Obligations registered in denominations greater than \$5,000 shall be considered to be registered in separate \$5,000 denominations. The paying agent/registrar shall notify by first-class mail all registered owners of all affected bonds of such maturities that: (i) a portion of such bonds have been refunded and are secured until final maturity solely with cash and/or investments maintained by the Escrow Agent in the Escrow Fund, (ii) the principal amount of all affected bonds of such maturities registered in the name of such registered owner that have been refunded and are payable solely from cash and/or investments in the Escrow Fund and the remaining principal amount of all affected bonds of such maturities registered in the name of such registered owner, if any, have not been refunded and are payable and secured solely from ad valorem taxes of the Town as described in the Refunded Obligation Ordinance, (iii) the registered owner is required to submit his or her Refunded Obligations to the paying agent/registrar, for the purposes of re-registering such registered owner's bonds and assigning new CUSIP numbers in order to distinguish the source of payment for the principal and interest on such bonds, and (iv) payment of principal of and interest on such bonds may, in some circumstances, be delayed until such bonds have been re-registered and new CUSIP numbers have been assigned as required by (iii) above.

(d) The source of funds for payment of the principal of and interest on the Refunded Obligations on their respective maturity or redemption dates shall be from the funds deposited with the Escrow Agent, pursuant to the Escrow Agreement, or pursuant to such other arrangement determined by the Pricing Officer in the Pricing Certificate.

Section 16. INTEREST EARNINGS ON BOND PROCEEDS; USE OF PREMIUM RECEIVED FROM SALE OF BONDS. (a) Interest Earnings. Interest earnings derived from the proceeds that are deposited to the Capital Projects Fund (defined below) shall be retained therein and used for the purposes for which the Bonds were issued, provided that after the completion of such purposes, any amounts remaining therein shall be deposited to the Interest and Sinking Fund for the Bonds. It is further provided, however, that any interest earnings on bond proceeds that are required to be rebated to the United States of America pursuant to this Ordinance in order to prevent the Bonds from being arbitrage bonds shall be so rebated and not considered as interest earnings for purposes of this Section.

(b) Use of Bond Premium. The net premium received from the sale of the Bonds shall be applied as determined by the Pricing Officer in the Pricing Certificate.

(c) Use of Bond Proceeds.

(i) The Town has heretofore created and established, and hereby covenants to continue to maintain on the books of the Town, a separate fund entitled the "Capital Projects Fund" (the "Capital Projects Fund") for use by the Town for payment of all lawful costs associated with the Projects. Proceeds of the Bonds in the amount determined by the Pricing Officer in the Pricing Certificate shall be deposited into the Capital Projects Fund. In addition, the amount to be applied against each bond proposition shall be determined by the Pricing Officer in the Pricing Certificate, and the table in the preambles hereto shall be

reproduced in the Pricing Certificate to reflect such determination. Upon payment of all Project costs, any Bond proceeds remaining on deposit in the Capital Projects Fund shall be transferred to the Interest and Sinking Fund. Amounts so deposited to the Interest and Sinking Fund shall be used in the manner described in this Ordinance.

(ii) The Town may place proceeds of the Bonds (including investment earnings thereon) and amounts deposited into the Interest and Sinking Fund in investments authorized by the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended; provided, however, that the Town hereby covenants that the proceeds of the sale of the Bonds will be used as soon as practicable for the Projects.

(iii) All deposits authorized or required by this Ordinance shall be secured to the fullest extent required by law for the security of public funds.

Section 17. GOVERNING LAW. This Ordinance shall be construed and enforced in accordance with the laws of the State and the United States of America.

Section 18. SEVERABILITY. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

Section 19. EVENTS OF DEFAULT. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an event of default (an "Event of Default"):

(i) the failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the Town, the failure to perform which materially, adversely affects the rights of the Registered Owners, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the Town.

Section 20. REMEDIES FOR DEFAULT. (a) Upon the happening of any Event of Default, then and in every case, any Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the Town for the purpose of protecting and enforcing the rights of the Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Owners of Bonds then outstanding.

Section 21. REMEDIES NOT EXCLUSIVE. (a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Ordinance.

(b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(c) By accepting the delivery of a Bond authorized under this Ordinance, such Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or officials of the Town or the Council.

Section 22. EFFECTIVE DATE. In accordance with the provisions of Texas Government Code, Section 1201.028, this Ordinance shall be effective immediately upon its adoption by the Council.

Schedule I

SCHEDULE OF ELIGIBLE REFUNDED OBLIGATIONS

Town of Prosper, Texas, General Obligation Refunding Bonds, Series 2013

Town of Prosper, Texas, Combination Tax and Surplus Revenue Certificates of Obligation, Series 2013

Exhibit A**FORM OF BOND**

(a) The form of the Bond, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached only to the Bonds initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions, or insertions as are permitted or required by this Ordinance and with the Bonds to be completed with information set forth in the Pricing Certificate. The Form of Bond as it appears in this **Exhibit A** shall be completed, amended and modified by Bond Counsel to incorporate the information set forth in the Pricing Certificate, but it is not required for the Form of Bond to be reproduced as an exhibit to the Pricing Certificate.

NO. R-__	UNITED STATES OF AMERICA STATE OF TEXAS TOWN OF PROSPER, TEXAS, GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BOND, SERIES 2023	PRINCIPAL AMOUNT \$_____
INTEREST RATE _____%	DELIVERY DATE ____, 2023	MATURITY DATE ____, 20__
		CUSIP NO.

REGISTERED OWNER:

PRINCIPAL AMOUNT:

ON THE MATURITY DATE specified above, TOWN OF PROSPER, TEXAS, in Collin and Denton Counties, Texas (the "Town"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "registered owner") the principal amount set forth above, and to pay interest thereon from the [Delivery Date, on February 15, 2024, and on each August 15 and February 15] thereafter to the maturity date specified above, or the date of redemption prior to maturity, at the interest rate per annum specified above; except that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged or converted from is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the registered owner hereof upon presentation and surrender of this Bond at maturity, or upon the date fixed for its redemption prior to maturity, at the designated corporate trust office

of [U.S. Bank Trust Company, National Association, Dallas, Texas], which is the "Paying Agent/Registrar" for this Bond. The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the registered owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Town required by the ordinance authorizing the issuance of the Bonds (the "Bond Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at its address as it appeared on the [last business day] of the month next preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Town. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Bond appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

ANY ACCRUED INTEREST due at maturity or upon the redemption of this Bond prior to maturity as provided herein shall be paid to the registered owner upon presentation and surrender of this Bond for payment at the principal corporate trust office of the Paying Agent/Registrar. The Town covenants with the registered owner of this Bond that on or before each principal payment date and interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

IF THE DATE for any payment due on this Bond shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND is dated as of _____, 2023, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$_____ for the public purpose of (i) designing, constructing, improving and equipping public safety facilities in the Town, consisting of fire stations, an emergency operations center, a public safety training facility and administrative facilities relating thereto; (ii) designing, constructing, improving and equipping parks, trails and recreational facilities in the Town and the acquisition of land and interests in land for such purposes; (iii) constructing, improving, extending, expanding, upgrading and developing streets and roads, bridges and intersections in the Town and related drainage improvements, utility relocations, landscaping, curbs and sidewalks, traffic safety and operational improvements, entryway signage and other street and road signage and costs associated with such projects, and

interests in land as may be necessary for such purposes, and excluding certain road projects to be funded with other obligation; (iv) refunding a portion of the Town's outstanding general obligation debt, and (v) paying the costs incurred in connection with the issuance of the Bonds.

ON _____, 20__ or on any date thereafter, the Bonds may be redeemed prior to their scheduled maturities, at the option of the Town, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Bonds, or portions thereof, to be redeemed shall be selected and designated by the Town (provided that a portion of a Bond may be redeemed only in an integral multiple of \$5,000), at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

AT LEAST 30 days prior to the date fixed for any redemption of Bonds or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, to the registered owner of each Bond to be redeemed at its address as it appeared at the close of business on the day of mailing such notice; provided, however, that the failure of the registered owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Bond. By the date fixed for any such redemption, due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions thereof which are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Bonds or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bond shall be redeemed a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the registered owner, and in aggregate amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the Town, all as provided in the Bond Ordinance.

WITH RESPECT TO ANY OPTIONAL REDEMPTION OF THE BONDS, unless certain prerequisites to such redemption required by the Bond Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption may, at the option of the Town, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the Town shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

ALL BONDS OF THIS SERIES are issuable solely as fully registered Bonds, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Bond

Ordinance, this Bond may, at the request of the registered owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate amount of fully registered Bonds, without interest coupons, payable to the appropriate registered owner, assignee or assignees, as the case may be, having any authorized denomination or denominations as requested in writing by the appropriate registered owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Ordinance. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any authorized denomination to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Bond may be executed by the registered owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the registered owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Bond or portion thereof will be paid by the Town. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer or exchange of any Bonds during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date or, with respect to any Bond or any portion thereof called for redemption prior to maturity, within 30 days prior to its redemption date.

IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the Town, resigns, or otherwise ceases to act as such, the Town has covenanted in the Bond Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the registered owners of the Bonds.

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Bond have been performed, existed and been done in accordance with law; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said Town, and have been pledged for such payment, within the limits prescribed by law.

THE TOWN ALSO HAS RESERVED THE RIGHT to amend the Bond Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the registered owners of a majority in aggregate principal amount of the outstanding Bonds.

BY BECOMING the registered owner of this Bond, the registered owner thereby acknowledges all of the terms and provisions of the Bond Ordinance, agrees to be bound by such

terms and provisions, acknowledges that the Bond Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Town, and agrees that the terms and provisions of this Bond and the Bond Ordinance constitute a contract between each registered owner hereof and the Town.

IN WITNESS WHEREOF, the Town has caused this Bond to be signed with the manual or facsimile signature of the Mayor of the Town and countersigned with the manual or facsimile signature of the Town Secretary of the Town, and has caused the official seal of the Town to be duly impressed, or placed in facsimile, on this Bond.

Town Secretary
Town of Prosper, Texas

Mayor
Town of Prosper, Texas

(Town Seal)

(b) Form of Paying Agent/Registrar's Authentication Certificate.

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

(To be executed if this Bond is not accompanied by an
executed Registration Certificate of the Comptroller
of Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the Bond Ordinance described in the text of this Bond; and that this Bond has been issued in conversion or replacement of, or in exchange for, a bond, bonds, or a portion of a bond or bonds of a Series which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: [U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION,
Dallas, Texas,]
Paying Agent/Registrar

By: _____
Authorized Representative

(c) Form of Assignment.

ASSIGNMENT

(Please print or type clearly)

For value received, the undersigned hereby sells, assigns and transfers unto: _____

Transferee's Social Security or Taxpayer Identification Number: _____

Transferee's name and address, including zip code: _____

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____

_____, attorney, to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.

(d) Form of Registration Certificate of the Comptroller of Public Accounts.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this _____.

Comptroller of Public Accounts
of the State of Texas

(COMPTROLLER'S SEAL)

(e) Insertions for the Initial Bond.

(i) The initial Bond shall be in the form set forth in paragraph (a) of this Section, except that:

(A) immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO. _____" shall be deleted.

(B) the first paragraph shall be deleted and the following will be inserted:

"THE TOWN OF PROSPER, TEXAS (the "Town"), being a political subdivision located in Collin and Denton Counties, Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on _____ in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037		
2038		
2039		
2040		
2041		
2042		
2043		

The Town promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the [Delivery Date] at the respective Interest Rate per annum specified above. Interest is payable on [February 15, 2024 and on each August 15 and February 15] thereafter to the date of payment of the principal installment specified above, or the date of redemption prior to maturity; except, that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full."

(C) The initial Bond shall be numbered "T-1."

Exhibit B**NOTICE OF DEFEASANCE AND REDEMPTION**

TOWN OF PROSPER, TEXAS
(COLLIN AND DENTON COUNTIES, TEXAS)

NOTICE IS HEREBY GIVEN that the Town of Prosper, Texas (the "Town") has called for early redemption the outstanding bonds of the Town described as follows:

Town of Prosper, Texas, General Obligation Refunding Bonds, Series 2013 (the "Series 2013 Bonds"), maturing on August 15 in the years and in the amounts shown below. Such Series 2013 Bonds have been called for redemption on _____, 2023 (the "Redemption Date") at the redemption price of par and accrued interest to the Redemption Date (the "Redemption Price"):

Maturity Date	Principal Amount	CUSIP Number	Maturity Date	Principal Amount	CUSIP Number
2024			2028		
2025			2029		
2026			***		
2027			2033		

aggregating \$_____ in principal amount. On _____, 2023, funds were deposited with the paying agent/registrars for the Series 2013 Bonds in an amount sufficient to redeem the Series 2013 Bonds on the Redemption Date, and such Series 2013 Bonds shall be paid from amounts held in a trust account administered by the paying agent/registrars, until the Redemption Date, when the Redemption Price shall be paid upon presentation of the Series 2013 Bonds to the paying agent/registrars thereof.

Upon presentation of the Series 2013 Bonds at the paying agent/registrars on the Redemption Date, the holder thereof shall be entitled to receive the Redemption Price, and thereafter the Series 2013 Bonds shall no longer bear interest.

TOWN OF PROSPER, TEXAS

NOTICE OF DEFEASANCE AND REDEMPTION

TOWN OF PROSPER, TEXAS (COLLIN AND DENTON COUNTIES, TEXAS)

NOTICE IS HEREBY GIVEN that the Town of Prosper, Texas (the "Town") has called for early redemption the outstanding obligations of the Town described as follows:

Town of Prosper, Texas, Combination Tax and Surplus Revenue Certificates of Obligation, Series 2013 (the "Series 2013 Certificates"), maturing on August 15 in the years and in the amounts shown below. Such Series 2013 Certificates have been called for redemption on _____, 2023 (the "Redemption Date") at the redemption price of par and accrued interest to the Redemption Date (the "Redemption Price"):

Maturity Date	Principal Amount	CUSIP Number	Maturity Date	Principal Amount	CUSIP Number
2024			2028		
2025			2029		
2026			***		
2027			2033		

aggregating \$_____ in principal amount. On _____, 2023, funds were deposited with the paying agent/registrar for the Series 2013 Certificates in an amount sufficient to redeem the Series 2013 Certificates on the Redemption Date, and such Series 2013 Certificates shall be paid from amounts held in a trust account administered by the paying agent/registrar, until the Redemption Date, when the Redemption Price shall be paid upon presentation of the Series 2013 Certificates to the paying agent/registrar thereof.

Upon presentation of the Series 2013 Certificates at the paying agent/registrar on the Redemption Date, the holder thereof shall be entitled to receive the Redemption Price, and thereafter the Series 2013 Certificates shall no longer bear interest.

TOWN OF PROSPER, TEXAS

Town of Prosper

General Obligation Bonds, Series 2023 Issuance

Preliminary Schedule of Events (as of July 13, 2023)

May-23						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Jun-23						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Jul-23						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Aug-23						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Sep-23						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Complete By	Day	Event
1-May-23	Monday	HilltopSecurities requests information for preparation of the Official Statements (<i>complete</i>)
8-May-23	Monday	HilltopSecurities receives requested information. HilltopSecurities begins preparation of the Official Statements (<i>complete</i>)
15-May-23	Monday	Draft Official Statements distributed to the Town and Bond Counsel (<i>complete</i>)
22-May-23	Monday	HilltopSecurities receives comments on Official Statements (<i>complete</i>)
30-May-23	Tuesday	Distribute GO Bond POS to Rating Agencies (<i>complete</i>)
13-Jun-23	Tuesday	Rating Agency conference calls (<i>complete</i>)
25-Jul-23	Tuesday	Town Council consideration of GO Bond Parameter Ordinance
25-Jul-23	Tuesday	Target date to receive Certified Taxable Assessed Valuation
23-Aug-23	Wednesday	Electronically mail GO Official Statement to potential purchasers*
28-Aug-23 or after	Monday	Earliest date for GO Bond pricing; Pricing Officer adopts final pricing*
26-Sep-23 or after	Tuesday	Earliest date for GO Bond closing and delivery of funds to the Town*

* Date is preliminary, subject to change.

**Exhibit B - Use of Proceeds
Series 2023 – GO Bonds**

Prop B	Parks and Recreation Projects	Amount
2119-PK	Various Hike and Bike Trails – Westside Waterline Trail Connection	800,000
	Parks: Raymond Community Park, Phase 1: (Construction)	9,000,000
Subtotal Parks		\$ 9,800,000

Prop C	Streets and Transportation Projects	Amount
1512-ST	First Street (DNT - Coleman): (Land/Esmt)	1,775,000
1933-ST	Fishtrap, Segment 2 (PISD Reimbursement)	1,063,033
2143-ST	Legacy (Prairie – First Street) – 4 lanes: (Construction)	10,000,000
2012-ST	First Street (Elem - DNT): (Construction)	6,000,000
2010-ST	Fishtrap (Teel - Gee Road): (Construction)	6,025,000
1710-ST	Coit Road (First - Frontier) - 4 lanes: (Land/Esmt)	800,000
2208-ST	Parvin (FM 1385 - Legacy): Interim asphalt improvements	500,000
	Frontier (Legacy - DNT): (Design)	300,000
2141-ST	Coleman (Gorgeous - Prosper Trail) - 4 lanes: (Land/Esmt)	350,000
2142-ST	Coleman (Prosper Trail - Talon) - 2 SB lanes: (Land/Esmt)	345,000
Subtotal Streets		\$ 27,158,033

Prop A Total	-
Prop B Total	\$ 9,800,000
Prop C Total	\$ 27,158,033
GRAND TOTAL	\$ 36,958,033



PLANNING

To: Mayor and Town Council

From: David Soto, Planning Manager

Through: Mario Canizares, Town Manager
Chuck Ewings, Assistant Town Manager
David Hoover, Director of Development Services

Re: New Planned Development - Prosper Hills

Town Council Meeting – July 25, 2023

Agenda Item:

Conduct a public hearing and consider and act upon a request to rezone 73.4± acres from Agriculture (A), a portion of Planned Development-40 (PD-40), and a portion of Single Family-12.5 (SF-12.5) to Planned Development-Single Family (PD-SF), generally to allow for a residential development, located on the southeast corner of Prosper Trail and Teel Parkway. (Z21-0010)

History:

The item was tabled at its June 27, 2023, Town Council meeting. Since then, the applicant has made the following changes:

- An open space area for family-oriented activities shall be provided within the southern portion of the community as shown on the Concept Plan. The program for the area shall contain a minimum of three elements from the following:
 - Tennis court
 - Pickleball court
 - Basketball court
 - Children's playground facility
 - Shade structure with seating
 - Dog park
 - Bocce ball court
 - Landscape gathering area
 - Grill & picnic area
 - Convenience parking
- An oversized, 6' minimum width, meandering trail shall be constructed along the southern portion of the community from Teel Parkway to the open space area.
- Language regarding the HOA and both communities (Park Place and Prosper Hills)

- Language regarding that the amenity center within the Park Place community shall be completed prior to issuance of certificate of occupancy of greater than 50% of the homes within this community.
- Revised the rear yard setback from 20' to 25'
- Revised the lot depth from 100' to 120' with the ability to go of 20% of the lots to have the minimum 115'

Description of Agenda Item:

The zoning and land use of the surrounding properties are as follows:

	Zoning	Current Land Use	Future Land Use Plan
Subject Property	Agriculture (A), a portion of Planned Development-40 (PD-40), and a portion of Single Family-12.5 (SF-12.5)	Single Family Residential (Windsong Ranch, Phase 6A)	Medium Density Residential
North	Planned Development-40 (PD-40)	Single Family Residential (Windsong Ranch, Phase 8, 9, and 10)	Medium Density Residential
East	Single Family-12.5 (SF-12.5)	Single Family Residential (Park Place)	Medium Density Residential
South	Artesia	Artesia	High Density Residential
West	Planned Development-40 (PD-40)	Single Family Residential (Legacy Garden)	Medium Density Residential

Requested Zoning

The purpose of this request is to rezone Agriculture (A), a portion of Planned Development-40 (PD-40), and a portion of Single Family-12.5 (SF-12.5) to Planned Development-Single Family (PD-SF), generally to allow for a private residential development. The applicant is proposing 170 single family detached lots, the maximum number of lots with a density of 2.32 lots per acre.



Below is a comparison table outlining the proposed development standards that deviate from the minimum standard per the zoning ordinance. These do not include all the deviations. Based on the information below there is very little deviation from our SF-10 Zoning District to the proposed development standards. The applicant will enter into a development agreement for building materials. The applicant will follow the Town of Prosper exterior construction of residential buildings Section 9.8.

Comparison Table Tract 1		
	Town of Prosper SF-10	New Planned Development
Minimum Lot Area	10,000sqft	10,000sqft
Minimum Lot Width	80'	80'
Minimum Lot Depth	125'	125' feet, except that up to 20% of the lots may have a minimum depth of 115' feet.
Size of Yards	Front Yard 25' Side Yard 8' Interior, 15' Corner Rear Yard 25'	Front Yard 25' Side Yard 8' Interior, 15' Corner Rear Yard 25'
Minimum Dwelling area	1,800 Square Feet	2,400 Square Feet
Maximum Lot Coverage	45%	50%
Maximum Height	Two and a half stories, no greater than 40'.	Two and a half stories, no greater than 40'.

Garages	All homes shall have a minimum enclosed parking area (garage) of 400 square feet	All homes shall have a minimum enclosed parking area (garage) of 400 square feet	Item 12.
Exterior Materials	<p>1.The exterior facades shall be constructed of 100 percent masonry, unless otherwise specified in this ordinance.</p> <p>2.Cementitious fiber board is considered masonry but may only constitute 50 percent of stories other than the first story.</p> <p>3. Cementitious fiber board may be used for architectural features, including window box-outs, bay windows, roof dormers, garage door headers, columns, or other architectural features approved by the Building Official.</p> <p>* Masonry Construction constitutes clay fired brick, natural and manufactured stone, granite, marble, and stucco as exterior construction materials for all structures</p>	Follows Town of Prosper Requirements	

Future Land Use Plan – The Future Land Use Plan recommends Residential Medium Density. Residential Medium Density includes lot sizes that range between 12,500sqft and 20,000sqft in size. The density ranges between 1.6 dwelling units and 2.5 dwelling units. Although the lot sizes vary as mentioned in the Comprehensive Plan, the applicant is proposing a 2.32 density in dwelling units. Therefore, the proposed zoning request does conform to the Comprehensive Plan.

Residential Medium Density

Medium density residential is also representative of single family detached dwelling units. Lot sizes in medium density residential neighborhoods could range between 12,500 and 20,000 square feet in size. A variation in lot sizes may be permitted to achieve a goal range in density. While a variety of lot sizes may be used within medium density residential neighborhoods, the gross density of such developments will typically not be less than 1.6 dwelling units per acre or greater than 2.5 dwelling units per acre.



Thoroughfare Plan – The property is bounded to the west by Teel Parkway and north by Prosper Trail.

Parks Master Plan – Currently, the Parks Master Plan does not identify a park on the subject property. A 10' trail will be provided along Teel Parkway and Prosper Trail.

Legal Obligations and Review:

Zoning is discretionary. Therefore, the Planning & Zoning Commission is not obligated to approve the request. Notification was provided to neighboring property owners as required by state law. To date, staff has received 4 responses to the proposed zoning request.

Attached Documents:

1. Aerial and Zoning Maps
2. Proposed Exhibits
3. Reply Forms

Planning & Zoning Recommendation:

At their June 06, 2023, meeting, the Planning & Zoning Commission recommended the Town Council deny the request, with a vote 3-2. Please see some of the concerns below:

Commissioners question regarding Medium Density in terms of differences between the lot size and density. Commissioners also question the density criteria and have concerns regarding the rationale between the previous subdivisions lot size average.

Commissioners question regarding the provided amenities in the plan as well as gated and private aspects of the streets and homes. Commissioners question floodplain included in density and have concerns regarding street access points.

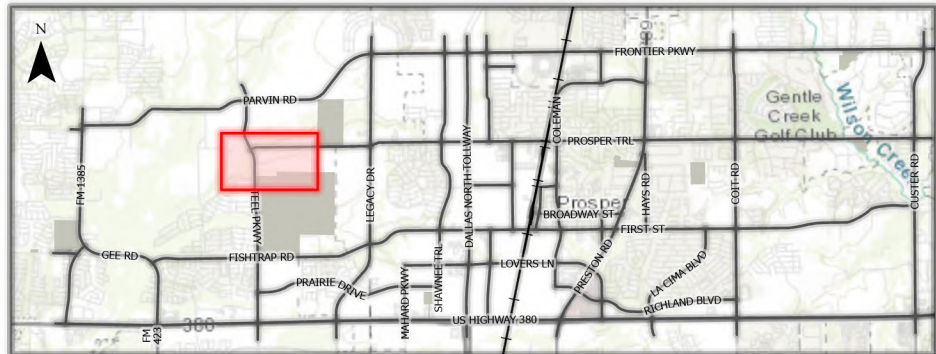
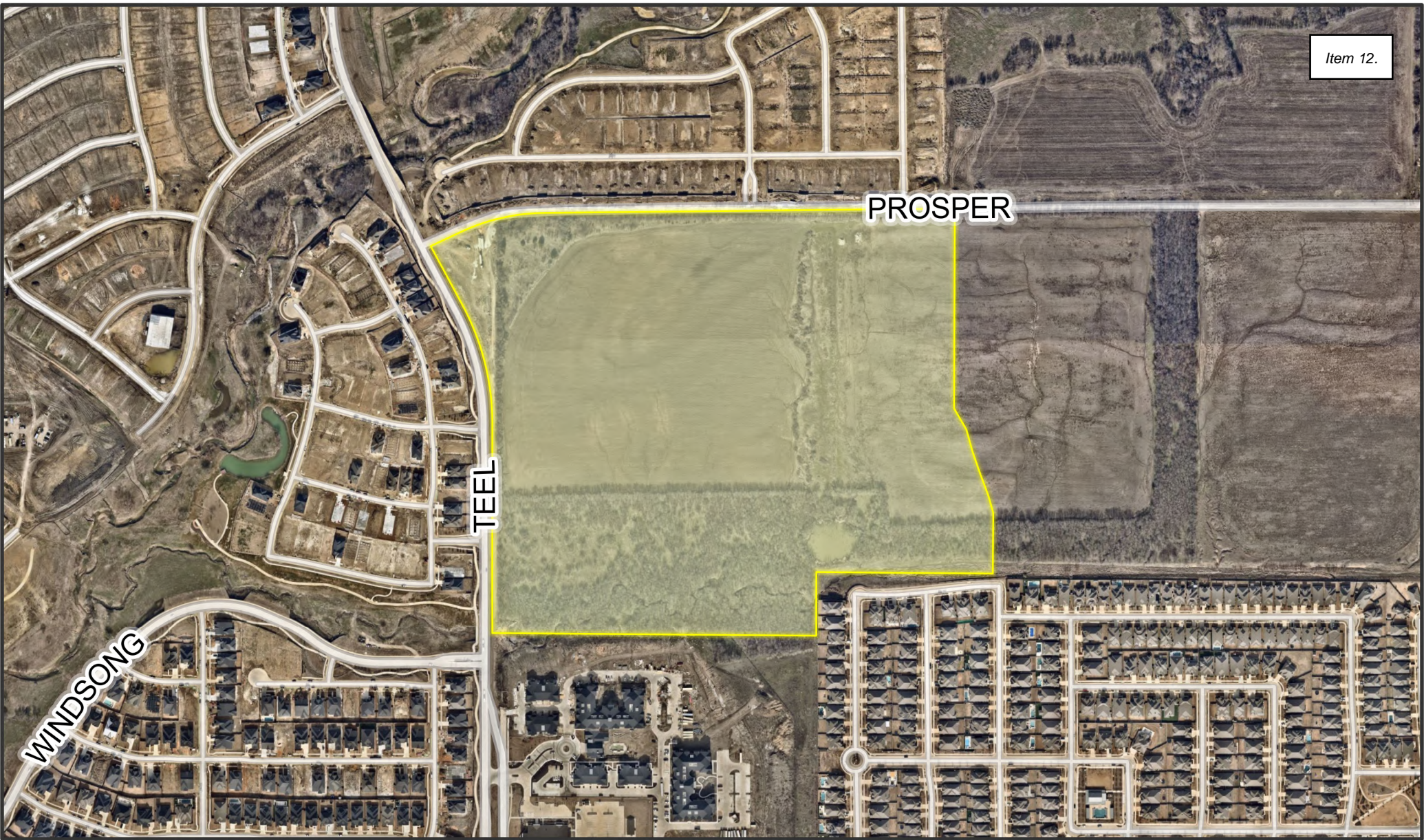
General concerns regarding lot size, Comprehensive Plan language, floodplains, gated community and the contribution to surrounding communities by commissioners.

Town Staff Recommendation:

Town Staff originally recommended denial due to some of the concerns raised by Planning and Zoning Commissioners. However, with the applicant addressing some of those concerns, Town staff recommends approval of the zoning request.

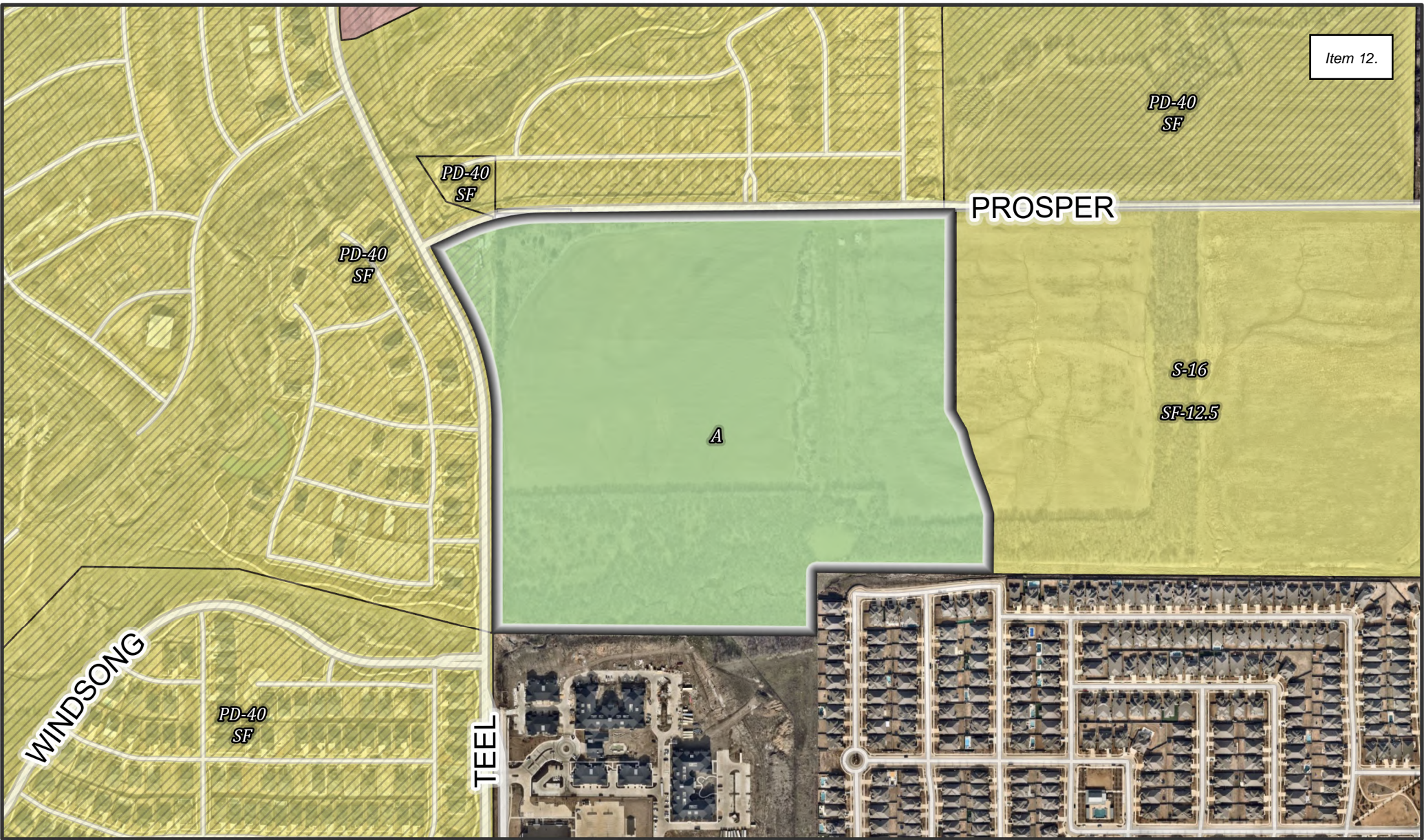
Proposed Motion:

I move to approve/deny a request to rezone 73.4± acres from Agriculture (A), a portion of Planned Development-40 (PD-40), and a portion of Single Family-12.5 (SF-12.5) to Planned Development-Single Family (PD-SF), generally to allow for a residential development, located on the southeast corner of Prosper Trail and Teel Parkway. (Z21-0010).



Z21-0010

Prosper Hills



Z21-0010

Prosper Hills

This map for illustration purposes only

Submittal Document in Support of

Prosper Hills

(subject to name change prior to final approval)

A Planned Development District

in the

Town of Prosper, Texas

July 25, 2023

Table of Contents

Page 3	Exhibit "A" - Zoning Exhibit
Page 4	Exhibit "B" - Legal Description
Page 6	Exhibit "C" - Statement of Intent and Purpose
Page 7	Exhibit "D" - Development Standards
Page 9	Exhibit "E" - Concept Plan

EXHIBIT "A"

Zoning Exhibit

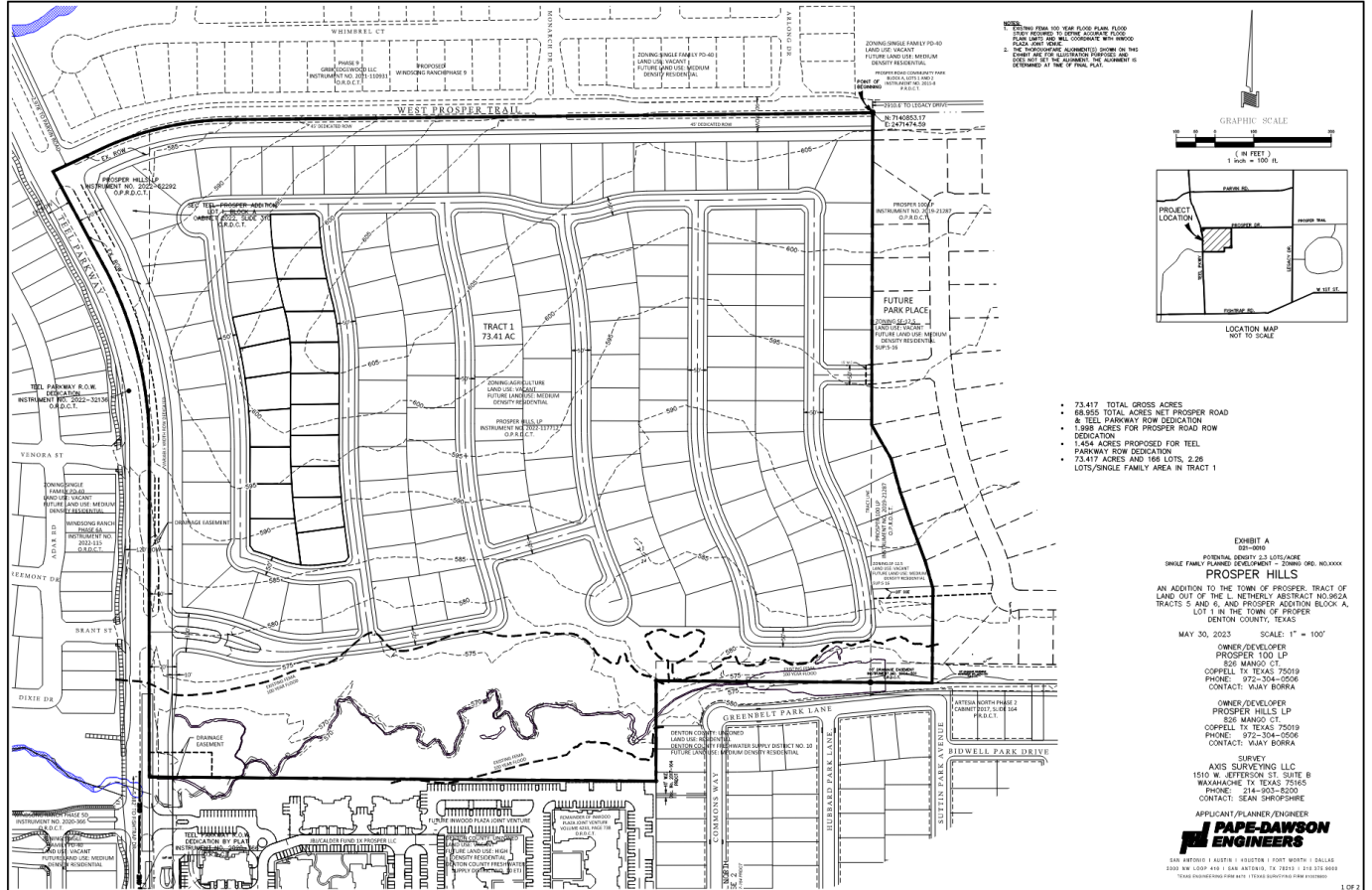


EXHIBIT "B"

Legal Description for Zoning

73.417 ACRES

BEING a tract of land located in the L. NETHERLY SURVEY, ABSTRACT NO. 962, Denton County, Texas and being all of that tract of land described in Deed to Prosper Hills, LP, recorded in Instrument No. 2022-117712, Official Public Records, Denton County, Texas (O.P.R.D.C.T.) and being all of Lot 1, Block A, SEC TEEL-PROSPER ADDITION, an Addition to the Town of Prosper, Denton County, Texas, according to the Conveyance Plat of record filed in Cabinet 2022, Slide 310, Official Records, Denton County, Texas (O.R.D.C.T.) and described in Deed to Prosper Hills LP, recorded in Instrument No. 2022-52292, O.P.R.D.C.T., and being part of that tract of land described in Deed to Prosper 100 LP, recorded in Instrument No. 2019-21287, O.P.R.D.C.T., and being more particularly described as follows:

BEGINNING at a 1/2" iron rod found at the northeast corner of said Prosper Hills, LP tract and the northwest corner of said Prosper 100 LP tract;

THENCE S 00° 12' 38" W, along the east line of said Prosper Hills, LP tract and the west line of said Prosper 100 LP tract, passing a 1/2" iron rod found at a distance of 19.14 feet, and continuing in all for a total distance of 805.79 feet to a point for corner;

THENCE Leaving said east line of said Prosper Hills, LP tract, over and across said Prosper 100 LP tract, the following six (6) courses and distances:

S 30° 13' 29" E, a distance of 98.75 feet to a point for corner;

S 15° 33' 55" E, a distance of 92.94 feet to a point for corner;

S 19° 11' 38" E, a distance of 92.93 feet to a point for corner;

S 20° 33' 12" E, a distance of 93.06 feet to a point for corner;

S 15° 53' 05" E, a distance of 74.81 feet to a point for corner;

S 00° 27' 40" W, a distance of 243.63 feet to a point for corner on the south line of said Prosper 100 LP tract and the north line of Lot 3, Block X, ARTESIA NORTH PHASE 2, an Addition to Denton County, Texas, according to the Plat of record filed in Cabinet 2017, Slide 164, Plat Records, Denton County, Texas (P.R.D.C.T.);

THENCE N 89° 32' 20" W, along the north line of said Addition, a distance of 712.65 feet to a point for an interior ell corner of said Prosper Hills, LP tract and the northwest corner of said Addition;

THENCE S 00° 03' 28" W, a distance of 259.13 feet to a point for corner;

THENCE N 89° 31' 47" W, a distance of 1,308.00 feet to a point for the southwest corner of said Prosper Hills, LP tract;

THENCE N 00° 08' 41" W, a distance of 149.49 feet to a point for corner;

THENCE N 00° 02' 02" E, a distance of 699.00 feet to a point at the beginning of a curve to the left having a central angle of 28° 21' 58", a radius of 1002.46 feet, and a chord bearing and distance of N 14° 12' 49" W, 491.25 feet;

THENCE Along said curve to the left, an arc distance of 496.30 feet to a point on the centerline of Teel Parkway;

THENCE N 28° 23' 48", along said centerline, a distance of 270.09 feet to a point at the intersection of Teel Parkway and West Prosper Trail;

THENCE N 64° 52' 39" E, easterly along the centerline of said West Prosper Trail, a distance of 137.22 feet to a point at the beginning of a curve to the right having a central angle of 10° 22' 49", a radius of 800.48 feet, and a chord bearing and distance of N 70° 04' 03" E, 144.82 feet;

THENCE Along said curve to the right, an arc distance of 145.02 feet to a point at the beginning of a compound curve to the right, having a central angle of 04° 27' 58", a radius of 800.48 feet, and a chord bearing and distance of N 77° 29' 27" E, 62.38 feet;

THENCE Along said compound curve to the right, an arc distance of 62.40 feet to a point at the beginning of a compound curve to the right, having a central angle of 09° 40' 15", a radius of 800.48 feet, and a chord bearing and distance of N 84° 33' 34" E, 134.95 feet;

THENCE Along said compound curve to the right, an arc distance of 135.11 feet to a point;

THENCE N 89° 23' 51" E, continuing along said centerline of West Prosper Trail, a distance of 100.77 feet to a point;

THENCE N 89° 23' 41" E, a distance of 1,560.15 feet to the **POINT OF BEGINNING** and containing 3,198,044.52 square feet, or 73.417 acres of land, more or less.

EXHIBIT "C"**Statement of Intent and Purpose for Prosper Hills, Town of Prosper, Texas**

The purpose of this PD is to allow for the creation of a gated single-family residential community that reflects the high-quality standards established by the Town of Prosper, Texas. We anticipate these lots to be developed as individual custom homes. Located at the southeast corner of Prosper Trail and Teel Parkway, Prosper Hills will be gated with private streets.

EXHIBIT "D"

Prosper Hills

Planned Development District

Planned Development Standards

Conformance with the Town's Zoning Ordinance and Subdivision Ordinance: Except as otherwise set forth in these Development Standards, the regulations of the Town's Zoning Ordinance (as it currently exists or may be amended) and Subdivision Ordinance (as it currently exists or may be amended) shall apply.

Prosper Hills – Single-Family Residential

1. **General Description:** This property may develop, under the standards for Single Family-10 District as contained in the Town's Zoning Ordinance as it exists or may be amended, as front entry lot product subject to the specific provisions contained herein below. There will be no alley-served lots within the property. The streets will be private streets.
2. **Parkland Dedication:** Parkland dedication shall be handled via cash in lieu of.
3. **Density:** The maximum number of single-family lots shall not exceed 170.
4. **Area and building regulations:**
Should a discrepancy exist between the City Zoning or Subdivision Ordinance and the standards within this PD, the language herein shall prevail. The area and building standards for the single-family lots are as follows:
 - A. **Size of Yards:**
 1. **Minimum Front Yard** – 25 feet.
 2. **Minimum Side Yard** – 8 feet; 15 feet on corner adjacent to side street.
 3. **Minimum Rear Yard** – 25 feet.
 - B. **Size of Lots:**
 1. **Minimum Lot Area** – 10,000 square feet.
 2. **Minimum Lot Width** – 80 feet as measured along the front setback, except for lots located on a cul-de-sac, curve or eyebrow which may have a minimum width of 65' at the front setback provided all other requirements of this section are met.
 3. **Minimum Lot Depth** – 125 feet, except that up to 20% of the lots may have a minimum depth of 115 feet.

- C. **Minimum Dwelling Area:** 2,400 square feet.
- D. **Minimum Enclosed Parking (Garage) Area:** 400 square feet.
 - 1. Carports shall not be permitted.
 - 2. Front facing garages are permitted to extend beyond the front façade of the main structure but may not encroach into the required front yard.
- E. **Maximum Height:** Two and a half stories, no greater than 40 feet.
- F. **Maximum Lot Coverage:** 50%

5. HOA, Open Space and Amenities

- A. An open space area for family-oriented activities shall be provided within the southern portion of the community as shown on the Concept Plan. The program for the area shall contain a minimum of three elements from the following:
 - Tennis court
 - Pickleball court
 - Basketball court
 - Children's playground facility
 - Shade structure with seating
 - Dog park
 - Bocce ball court
 - Landscape gathering area
 - Grill & picnic area
 - Convenience parking
- B. An oversized, 6' minimum width, meandering trail shall be constructed along the southern portion of the community from Teel Parkway to the open space area.
- C. This community shall be annexed into the HOA of the adjacent Park Place community to the east.
 - 1. The amenities in both communities may be utilized by residents from both communities.
 - 2. The amenity center within the Park Place community shall be completed prior to issuance of certificate of occupancy of greater than 50% of the homes within this community.





**DEVELOPMENT SERVICES
DEPARTMENT**
250 W. First Street
Prosper, TX 75078
Phone: 972-346-3502

REPLY FORM

SUBJECT:

Zoning Case Z21-0010: The Town of Prosper has received a request to rezone 69.9± acres from Agriculture (A) to Planned Development-Single Family (PD-SF), generally to allow for a residential development and retirement housing development.

LOCATION OF SUBJECT PROPERTY:

The property is located on the southeast corner of Prosper Trail and Teel Parkway.

- ☒ 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):

① The Amount of Tree can't be replaced
② The animal's life around the pond
③ the fence type will kill the green area
view in front of our house.

Amgad Fahim

Name (please print)

Signature

16000 Greenbelt Park Ln

Address

04/18/2023

Date

Prosper, TX 75078

City, State, and Zip Code

amgad.fahim@gmail.com

E-mail Address

214-460-4086

Phone Number



A Place Where Everyone Matters

**DEVELOPMENT SERVICES
DEPARTMENT**
250 W. First Street
Prosper, TX 75078
Phone: 972-346-3502

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- ☐ I **DO NOT OPPOSE** the request as described in the notice of Public Hearing.

COMMENTS (ATTACH ADDITIONAL SHEETS IF NECESSARY):

- 1.) Does NOT meet FLUP requirement for Medium Density residential.
- 2.) Need to know plans for existing pond
- 3.) Need to know plans for clearing/maintaining Flood Plain area
- 4.) Need to know plans for exterior wall along south border

David & Tammy Huber
Name (please print)

David & Tammy Huber
Signature

2317 COMMONS WAY
Address

4-17-2023
Date

PROSPER, TX 75078
City, State, and Zip Code

FloridaHubers@aol.com
E-mail Address

407-664-5268
Phone Number



**DEVELOPMENT SERVICES
DEPARTMENT**
250 W. First Street
Prosper, TX 75078
Phone: 972-346-3502

REPLY FORM

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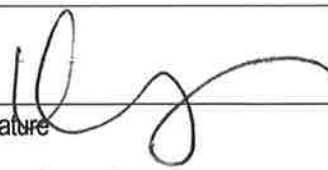
The property is located on the southeast corner of Prosper Trail and Teel Parkway.

- ☒ 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):

No clarity on planning for green areas, pond, and flood plain (creek)

Tino GARZA
Name (please print)


Signature

2313 Commons Way
Address

4/18/23
Date

Prosper, TX 75078
City, State, and Zip Code

togarza@gmail.com
E-mail Address

469-951-8466
Phone Number



**DEVELOPMENT SERVICES
DEPARTMENT**
250 W. First Street
Prosper, TX 75078
Phone: 972-346-3502

REPLY FORM

SUBJECT:

Zoning Case Z21-0010: The Town of Prosper has received a request to rezone 69.9± acres from Agriculture (A) to Planned Development-Single Family (PD-SF), generally to allow for a residential development and retirement housing development.

LOCATION OF SUBJECT PROPERTY:

The property is located on the southeast corner of Prosper Trail and Teel Parkway.

- ☐ 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):

Change in density, concern with water run off and flood zone erosion, concern with flooding houses backing, type of border wall & landscaping along their Southern border

Tommie Stowers

Name (please print)

Tommie Stowers

Signature

16016 Greenbelt Park Ln.

Address

4/18/23

Date

Prosper, TX 75078

City, State, and Zip Code

tee.stowers31@gmail.com

E-mail Address

Phone Number

COMMUNITY CHARACTER

Land Use Types

Residential Low Density

This land use is indicative of large-lot single-family homes. Typically speaking, lot sizes within any low density development will range between 15,000 square feet and 1+ acre in size. While a variety of lot sizes may be used, the total gross density of low density residential neighborhoods should not exceed 1.6 dwelling units per acre. Large-lot homes will provide a continuation of the rural atmosphere and feel that was intensely expressed by Prosper's residents. Most low density residential areas will be located in Northwest and Northeast Prosper.



Residential Medium Density

Medium density residential is also representative of single family detached dwelling units. Lot sizes in medium density residential neighborhoods could range between 12,500 and 20,000 square feet in size. A variation in lot sizes may be permitted to achieve a goal range in density. While a variety of lot sizes may be used within medium density residential neighborhoods, the gross density of such developments will typically not be less than 1.6 dwelling units per acre or greater than 2.5 dwelling units per acre.



COMMUNITY CHARACTER

Residential High Density

High density residential represents the most intense residential land uses permitted in Prosper. High density single family uses will consist of developments greater than 2.5 dwelling units per acre and lot sizes smaller than 10,000 square feet. Within Prosper, the high-density residential district is reflective of the Artesia development, where single family residential lot sizes and dwelling units per acre will be substantially higher than the rest of the community. High density residential may be located within the Dallas North Tollway, Highway 380, Town Center and Old Town Districts. In such areas, high density residential may take the form of multifamily or single family attached dwelling units and may include mixed-use lofts/apartments, patio homes, snout houses, brownstones and townhomes.



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.



COMMUNITY CHARACTER

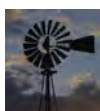
Dallas North Tollway District

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



Highway 380 District

Much like the Dallas North Tollway district, the Highway 380 district will contain a variety of different uses. The major contrast between Highway 380 and other districts will be the inclusion of a big box development and commercial service uses. Types of appropriate commercial include hotels, banks, vehicle refilling stations with a convenience store, home service centers with outside storage, garden center with outside storage and other similar uses which serve the community but are not necessarily desired on Preston Road or within the Dallas North Tollway corridor. Residential land uses may be appropriate within certain areas, particularly away from major intersections where retail and commercial will be the highest and best land use. Residential land uses may include patio homes, snout houses, townhomes and brownstones. These residential areas may serve as a buffer between more intense activity along Highway 380 and low density residential areas to the north.



COMMUNITY CHARACTER

Town Center District

The Town Center district is a continuation of the area defined by previous planning efforts as a future location for a large scale mixed-use development. The Town Center would include a mixture of land uses but development will be less intense than that located along Highway 380 and the Dallas North Tollway. Retail, small scale office, and residential uses would be included within this district, but the primary intent should be focused on dining and shopping. Public space should be a major component of this area, creating space for families and residents of Prosper to meet and socialize. Open space located within the Town Center could be used for community events, festivals and school events. Urban design should accommodate the pedestrian while providing automobile access and discreet parking. Residential uses may include mixed-use lofts/apartments, patio homes, townhomes and brownstones. Areas of single family residential may also be permitted, particularly on the northern side where the development abuts the Old Town district.



Old Town District

The Old Town district is the heart of Prosper. This historic area of the community is intended to include a variety of boutique type land uses, ranging from unique and local retail establishments, restaurants and offices. Many of the historic homes within the Old Town district, particularly areas along First Street and Broadway, may gradually convert to boutique office and retail establishments. The most opportunistic possibility for a transit stop, if desired by future residents, would be within the Old Town district, which could facilitate redevelopment of the downtown area. If this occurs, high density residential options, such as live-above lofts/apartments, may be considered. The historic past of the community should be preserved. The community's beginnings as a farm community in rural Collin County are part of what defines Prosper, and these attributes should be preserved as new infill development occurs.



COMMUNITY CHARACTER

Business Park

A Business Park district, located to the west of the BNSF Railroad between Prosper Trail and First Street, will include a variety of potential land uses including light industrial, commercial warehousing, office storage and commercial uses with outside storage. While outside storage will likely occur and be necessary within this district, significant effort should be placed on the visual integrity of the district, particularly when located in higher visibility areas. When such uses abut roadways, larger landscape setbacks, such as 40 feet setbacks, that include berms and evergreen shrubs/trees should be used to protect the visual integrity of roadways and the public view. All outside storage should also be screened from public view and from adjacent properties. The location of the BNSF railroad and close proximity to the Dallas North Tollway provide the Business Park with significant accessibility. Uses located along First Street, Prosper Trail and other perimeter areas should incorporate a higher degree of landscaping and architectural design in order to protect the visual integrity of Prosper's roadways.





Public Works

To: Mayor and Town Council

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

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

Re: Parks and Public Works Facility Assessment

Town Council Meeting – July 25, 2023

Agenda Item:

Receive an update regarding the Public Works and Parks Facility Assessment.

Description of Agenda Item:

Freese and Nichols, Inc, created a Facility Master Plan and fueling station to consolidate the Public Works and Park and Recreation Departments to a single site, east of Cook Lane. Parks and Public Works staff projected the potential growth of the departments at buildout, including number of staff and their roles, space needs, and operational storage such as number and types of vehicles, storage needs, etc. The master plan's project site will be an expansion of the current Public Works Facility.

Budget Impact:

The total budgeted amount was \$104,800.

Attached Documents:

1. Facility Master Plan Report

Town Staff Recommendation:

Discuss and provide feedback/comments to staff.



Innovative approaches
Practical results
Outstanding service

The Town of Prosper

Public Works and Parks and Recreation

Facility Master Plan

April 12, 2023

Prepared by:
Freese and Nichols, Inc.
801 Cherry Street
Suite 2800
Fort Worth, Texas 76102

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EXECUTIVE SUMMARY

The Town of Prosper contracted with Freese and Nichols, Inc. (FNI), for a Facilities Master Plan for the Departments of Public Works (DPW) and Parks and Recreation (P&R) as the Town's population, currently approximately 35,000, increases to a future 60,000 residents by 2040. Working with the Town DPW and P&R administration and officials, the FNI team projected the potential growth of the departments in terms of number of staff, their roles, and their spaces needs as well as operational requirements such as number and types of vehicles, storage needs, etc. DPW is currently located on the west side of town in an industrial area. Field Operations for the Parks and Recreation department is currently located on the east side of town in a residential/ equestrian area. The main P&R administrative building is more centrally located in town, and a separate smaller field operations facility is located on the west side of town. Both DPW and P&R facilities are currently undersized and will require expansion for future growth. The Town owns the land to the north of the existing DPW site and it is desired to have the new DPW and P&R facilities located there. FNI analyzed the requirements and needs to provide facilities' recommendations for the future growth of DPW and P&R and that informed how the master plan would be accomplished on the new site. The new facility's goal is to achieve LEED Silver Certification, and based on future decisions during design, this is a possibility.

The Facilities Master Plan scope consisted of the following four phases: Discovery, Programming, Concept Master Plan and Final Master Plan.

1.0: DISCOVERY

The Town provided relevant project data to FNI including existing DPW facility's plans, Parks and Recreation Department locations, and departments' organizational charts. At the P&R Field Operations building, FNI conducted a comprehensive project kick-off meeting, introducing the FNI team and Town DPW/P&R personnel. Following the kick-off meeting, FNI conducted interviews with DPW and P&R leadership. Issues addressed in the interviews included functional, organizational, and operational requirements for the departments. With departments' staff, FNI toured DPW and P&R facilities in the Town.

2.0: PROGRAMMING

Based upon the interviews in Phase I, Discovery, FNI provided a summary of significant needs, rooms, sizes, functions, departmental organization and staffing, and intradepartmental relationships and adjacencies, parking requirements, and lay down areas. FNI assessed the current DPW and P&R facilities and the proposed plan to relocate DPW and P&R administration, shops, and storage functions to the new site located on the site north of the existing DPW.

FNI developed a draft detailed space program which included the following:

- Type and amount of space required for administrative offices, open areas, conference/ training areas, support areas, etc.
- Recommendations on the departments' internal organizations.
- Recommendations on the new facility.
- Recommendations on current inventory, warehousing, and lay-down needs.
- Recommendations on number and type (visitor, staff, Town vehicles) of parking spaces, loading zones, and their locations.

Throughout the course of the master plan, the draft facility space program was updated and revised several times. The program identified four major groups for DPW: Water, Wastewater, Streets, and Stormwater along with Parks and Recreation. The number of employees as well as their types and sizes of spaces needed were also identified, both currently (80) and in the future (192).

The final facility space needs analysis (program) along with the parking needs analysis are attached below as Exhibit 1.

3.0: CONCEPT MASTER PLAN

Based upon the final facilities' space needs analysis and parking needs analysis in Phase II, Programming, FNI developed alternative master plans for the Town-owned greenfield site to understand the site requirements for the project. Based upon the departments' needs and the final program in Phase II above, FNI prepared alternative concept master plans for the greenfield site. A preferred concept plan was selected for further development on the site to the north of the existing DPW location.

In the planning of the site, there were several items that had to be considered including the gas easement extending north and south through the middle of the site. A drainage ditch with sewer piping runs along the southern edge of the site, and also sewer piping extends along the west and north edges of the existing site.

The site contains the DPW and P&R administration and operations building, maintenance and warehouse building, and a fueling station. Space is located for future storage, a DPW Annex building, and a car wash.

4.0: FINAL MASTER PLAN

Using the preferred concept plan selected in Phase III, Concept Master Plan, FNI refined the concept site plan and developed enlarged floor plans of the individual buildings which were shared with the Town for comment. Based upon comments received from the Town, FNI prepared the final DPW and P&R master plan. The final DPW and P&R Master Plan documents are attached below as Exhibit 2:

Page 1: Site Plan

Page 2: Administration and Operations Buildings

Page 3: Maintenance and Warehouse Storage

The master plan's site area is approximately 16.4 acres.


5.0: OPINION OF THE PROBABLE CONSTRUCTION COST (OPCC)

An opinion of probable construction costs (OPCC) for the new Department of Public Works and Parks and Recreation is **\$36,046,307** in 2024 dollars. The comprehensive OPCC is provided in Exhibit 3.

EXHIBITS

Exhibit 1

Public Works and Parks and Recreation Facility Space Analysis

	ToP Public Works and Parks and Rec - FACILITY SPACE NEEDS ANALYSIS CURRENT YEAR/ FY2040								
	Number of Employees and Vehicles Per Department								
	Department / Position	Current Staff	Future Staff *	Current Dept. Vehicles	Future Dept. Vehicles*	Current Emp. Vehicles	Future Emp. Vehicles*	Other Equipment	Notes * Future - FY2040
PUBLIC WORKS, WATER	PUBLIC WORKS, WATER	29	79	54	81	29	79	76	PUBLIC WORKS NOTES <ul style="list-style-type: none">• moderate file storage• extensive voice/ telephone communication• 5-30 visitors• card reader access• spaces needed: reception + storage + equipment (copier & plotter) + conf + break room (lockers) + SCADA + bunk room + laundry + jan + restrooms/showers + sign shop +traffic operations room and signal lab + Public Works vehicle and equipment storage + mechanic building + material storage bins + recycle drop off area + gas station• Shared spaces with PW and P&R: large conf + shipping and receiving warehouse with loading doc• 13 private offices + 66 cubicals• 231 parking spaces + 30 visitor parking• 1 track hoe, 6 backhoes, 2 excavators, 1 haul truck, 1 low boy haul truck, 8 20' gooseneck trailers, 4 dump trucks, 1 front end loader, 5 skid steers, 1 mechanical pipe cutter, 2 tailer mounted dewatering pumps, 2 portable welders, 3 tower lights, 3 bucket trucks, 5 zero turn mowers, 3 gators, 8 16' trailers, 2 sewer vac trailers, 3 sewer vac trucks, 2 camera trucks, 2 brooms, 2 street sweepers, 5 sanding equipment, 1 tractor and brush hog, 2 street sealers, 1 roller• 22 ton crew trucks, 46 3/4 crew trucks, 12 take home trucks• Electric Vehicle charging stations
	Director of Public Works	1	1						
	Assistant Director of Public Works	0	1						
	Buyer	0	1						
	Environmental Coord./Asst. to the Director	1	1						
	Water Education Coordinator	0	2						
	Irrigation Specialist	1	2						
	Administrative Assistant	1	4						
	Water/WW Superintendent	1	2						
	Senior Backflow Inspector	1	2						
	Backflow Inspector	1	7						
	Utility Maintenance Supervisor	2	2						
	Utility Crew Leader	4	10						
	Heavy Equipment Operator	3	9						
	Utility Worker	8	18						
PUBLIC WORKS, WASTEWATER	PUBLIC WORKS, WASTEWATER	16	36			16	36		PUBLIC WORKS / PARKS AND REC NOTES Time Entry/ Time Clock <ul style="list-style-type: none">• ERO - Tyler System Access Control <ul style="list-style-type: none">• Card Access (Open Options software package / Mercury panels hardware) Wireless Access Points near staff congregation locations (locker rooms, training / conference rooms, offices) AV Systems <ul style="list-style-type: none">• Lectern• Floor Boxes• Teleconferencing (need decent cameras) Security Cameras <ul style="list-style-type: none">• Run conduit to all light poles w/ independent power• Be able to connect back to Town's centralized system Tie into existing fiber <ul style="list-style-type: none">• Dedicated data room (10'x15') with dedicated air conditioning• Driven by network connectivity Generator – power to 100% of building areas Security Fence with exterior cameras Exterior Wi-Fi Charging stations for cell phones, laptops, tablets HVAC System - Options for individual controls Lighting System <ul style="list-style-type: none">• POE lighting• Require labeling of buttons / switches on all control panels
	Senior Administrative Assistant	0	1						
	FOG Inspector	0	1						
	FOG Technician	1	3						
	Utility Line Locator	1	2						
	Utility Maintenance Supervisor	1	1						
	Utility Crew Leader	4	7						
	Heavy Equipment Operator	3	8						
	Utility Worker	6	13						
PUBLIC WORKS, STREETS	PUBLIC WORKS, STREETS	10	31			10	31		
	Streets Superintendent	1	1						
	Signs & Signal Supervisor	1	1						
	Street Supervisor	1	1						
	Signs & Signal Crew Leader	1	4						
	Utility Crew Leader	2	5						
	Heavy Equipment Operator	2	5						
	Utility Worker	1	9						
	Signs & Signal Utility Worker	0	3						
PUBLIC WORKS, STORMWATER	PUBLIC WORKS, STORMWATER	1	5			1	5		
	Utility Crew Leader	0	1						
	Heavy Equipment Operator	0	1						
	Utility Worker	1	3						
PUBLIC WORKS TOTALS		56	151	54	81	56	151	76	PARKS AND REC NOTES <ul style="list-style-type: none">• moderate file storage• extensive voice/ telephone communication• 5-30 visitors• card reader access• spaces needed: reception + storage + equipment (copier & plotter) + conf + break room (lockers) + bunk room + jan + restrooms/showers + warehouse storage + vehicle equipment parking/ storage + material storage bins• 2 private offices + 6 cubicals• 59 parking spaces + 5 visitor parking
PARKS AND RECREATION	PARKS AND RECREATION	24	41	10	19	24	41		
	Parks Superintendent	1	1						
	Parks Supervisor	1	1						
	Reception/Admin	0	1						
	Chemical Specialist	1	1						
	Chemical Technician	3	6						
	Crew Leader	2	3						
	Maintenance Worker	9	16						
	Crew Leader/ Shop Mechanic	1	1						
	Heavy Equipment Operator	4	8						
	Irrigation Specialist	1	1						
	Irrigation Technician	1	2						
PUBLIC WORKS AND PARKS AND REC TOTALS		80	192	64	100	80	192	76	
4/12/2023									Innovative approaches Practical results Outstanding service

ToP Public Works and Parks and Rec - FACILITY SPACE NEEDS ANALYSIS CURRENT YEAR/ FY2040									
Square Footage Per Department									
Department / Position		Current Spaces	Current Standard Program Square Footage	Future Spaces*	Future Program Square Footage*	Current Location	Future Location*	Notes	
PUBLIC WORKS, WATER	PUBLIC WORKS, WATER			6,191 S.F.		19,110 S.F.	Public Works Facility	Future PW/P&R Facility	
	Director of Public Works		1	250 S.F.	1	250 S.F.	Public Works Facility	Future PW/P&R Facility	Private office
	Assistant Director of Public Works		0	0 S.F.	1	220 S.F.		Future PW/P&R Facility	Private office
	Buyer		0	0 S.F.	1	120 S.F.		Future PW/P&R Facility	Private office
	Environmental Coord./Asst. to the Director		1	120 S.F.	1	220 S.F.	Public Works Facility	Future PW/P&R Facility	Private office
	Water Education Coordinator		0	0 S.F.	2	200 S.F.		Future PW/P&R Facility	Cubicals, Shared space in Environmental Education Dept.
	Irrigation Specialist		1	100 S.F.	2	200 S.F.	Public Works Facility	Future PW/P&R Facility	Cubicals, Shared space in Environmental Education Dept.
	Administrtive Assistant		1	120 S.F.	4	480 S.F.	Public Works Facility	Future PW/P&R Facility	Private office
	Water/WW Superintendent		1	120 S.F.	2	440 S.F.	Public Works Facility	Future PW/P&R Facility	Private office
	Senior Backflow Inspector		1	120 S.F.	2	240 S.F.	Public Works Facility	Future PW/P&R Facility	Private office
	Backflow Inspector		1	100 S.F.	7	700 S.F.	Public Works Facility	Future PW/P&R Facility	Cubicals, Share space in Backflow Dept
	Utility Maintenance Supervisor		2	100 S.F.	2	240 S.F.	Public Works Facility	Future PW/P&R Facility	Cubicals (no dividers) in Supervisor office
	Utility Crew Leader		4	400 S.F.	10	1000 S.F.	Public Works Facility	Future PW/P&R Facility	U shape connecting desks in W/WW Crew Leader space
	Heavy Equipment Operator		3	0 S.F.	9	0 S.F.	Public Works Facility	Future PW/P&R Facility	Will have locker in break room
	Utility Worker		8	0 S.F.	18	0 S.F.	Public Works Facility	Future PW/P&R Facility	Will have locker in break room
	Senior Water Quality Technician		1	100 S.F.	4	400 S.F.	Public Works Facility	Future PW/P&R Facility	Cubicals, Shared space in Water Qaulity Dept
	Water Quality Technician		3	300 S.F.	8	800 S.F.	Public Works Facility	Future PW/P&R Facility	Cubicals, Shared space in Water Qaulity Dept
	Public Works Inspector		1	100 S.F.	5	500 S.F.	Public Works Facility	Future PW/P&R Facility	Cubicals, Shared space
	Water Meter Testing Lab		1	240 S.F.	1	240 S.F.	Public Works Facility	Future PW/P&R Facility	
	Reception/Admin		1	120 S.F.	1	120 S.F.	Public Works Facility	Future PW/P&R Facility	PW shared space, Front Entry
	Copier/Storage Room		1	115 S.F.	1	115 S.F.	Public Works Facility	Future PW/P&R Facility	PW shared space
	Computer Server SCADA		1	200 S.F.	1	200 S.F.	Public Works Facility	Future PW/P&R Facility	PW shared space, reinforced office
	Storage		1	120 S.F.	1	120 S.F.	Public Works Facility	Future PW/P&R Facility	PW shared space
	Bunk Room		0	0 S.F.	2	400 S.F.		Future PW/P&R Facility	PW shared space, (for 10 people)
	Conf Room		1	160 S.F.	3	480 S.F.	Public Works Facility	Future PW/P&R Facility	PW shared space, (for 10 people)
	Break Room (lockers)		1	400 S.F.	1	600 S.F.	Public Works Facility	Future PW/P&R Facility	PW shared space
	Laundry		0	0 S.F.	1	100 S.F.		Future PW/P&R Facility	PW shared space
	Janitor		0	0 S.F.	1	80 S.F.		Future PW/P&R Facility	PW shared space
	Mudroom		0	1 S.F.	2	80 S.F.		Future PW/P&R Facility	PW shared space
	Restroom/Showers		2	625 S.F.	2	1000 S.F.	Public Works Facility	Future PW/P&R Facility	PW shared space
	Electrical/Mechanical Rooms		1	300 S.F.	1	300 S.F.	Public Works Facility	Future PW/P&R Facility	PW shared space
	Public Works Vehicle and Equipment Storage		1	500 S.F.	1	500 S.F.	Public Works Facility	Future PW/P&R Facility	PW shared space
	Mechanic Building		1	360 S.F.	1	360 S.F.	Public Works Facility	Future PW/P&R Facility	PW shared space
	Material Storage Bins/ Sheds		4	1120 S.F.	4	1120 S.F.	Public Works Facility	Future PW/P&R Facility	PW shared space, bins for sand, gravel, asphalt, sanding sand (14'x20'x6')
	Recycling Debris Dropoff Area		0	0 S.F.	1	200 S.F.		Future PW/P&R Facility	PW shared space, (including hazardous waste)
	Gas Station		0	0 S.F.	1	1800 S.F.		Future PW/P&R Facility	Open to ToP Town Vehicles
	Reception Area		0	0 S.F.	1	300 S.F.		Future PW/P&R Facility	Shared Space between Public Works and Parks & Rec (public)
	Public Restroom		0	0 S.F.	1	100 S.F.		Future PW/P&R Facility	Public Space
	Large Conference/Training Room		0	0 S.F.	1	700 S.F.		Future PW/P&R Facility	Shared Space between Public Works and Parks & Rec (for 40 people)
	Shipping/Receiving Warehouse w/ Loading Dock		0	0 S.F.	1	1000 S.F.		Future PW/P&R Facility	Open to ToP City Use
	Non-Assignable SF - 20%			S.F.		3185 S.F.			Internal Circulation
PUBLIC WORKS, WASTEWATER	PUBLIC WORKS, WASTEWATER			920 S.F.		1848 S.F.	Public Works Facility	Future PW/P&R Facility	
	Senior Administrative Assistant		0	120 S.F.	1	120 S.F.		Future PW/P&R Facility	Private office
	FOG Inspector		0	100 S.F.	1	100 S.F.		Future PW/P&R Facility	Cubicals, Shared space in Environmental Education Dept.
	FOG Technician		1	100 S.F.	3	300 S.F.	Public Works Facility	Future PW/P&R Facility	Cubicals, Shared space in Environmental Education Dept.
	Utility Line Locator		1	100 S.F.	2	200 S.F.	Public Works Facility	Future PW/P&R Facility	Cubicals, Shared space
	Utility Maintenance Supervisor		1	100 S.F.	1	120 S.F.	Public Works Facility	Future PW/P&R Facility	Cubicals (no dividers) in Supervisor office
	Utility Crew Leader		4	400 S.F.	7	700 S.F.	Public Works Facility	Future PW/P&R Facility	U shape connecting desks in W/WW Crew Leader space
	Heavy Equipment Operator		3	0 S.F.	8	0 S.F.	Public Works Facility	Future PW/P&R Facility	Will have locker in break room
	Utility Worker		6	0 S.F.	13	0 S.F.	Public Works Facility	Future PW/P&R Facility	Will have locker in break room
	Non-Assignable SF - 20%			S.F.		308 S.F.			Internal Circulation
PUBLIC WORKS, STREETS	PUBLIC WORKS, STREETS			920 S.F.		2592 S.F.	Public Works Facility	Future PW/P&R Facility	
	Streets Superintendent		1	120 S.F.	1	220 S.F.	Public Works Facility	Future PW/P&R Facility	Private office
	Signs & Signal Supervisor		1	100 S.F.	1	120 S.F.	Public Works Facility	Future PW/P&R Facility	Cubicals (no dividers) in Supervisor office
	Street Supervisor		1	100 S.F.	1	120 S.F.	Public Works Facility	Future PW/P&R Facility	Cubicals (no dividers) in Supervisor office
	Signs & Signal Crew Leader		1	100 S.F.	4	400 S.F.	Public Works Facility	Future PW/P&R Facility	U shape connecting desks in Streets/SW Crew Leader space
	Utility Crew Leader		2	200 S.F.	5	500 S.F.	Public Works Facility	Future PW/P&R Facility	U shape connecting desks in Streets/SW Crew Leader space
	Heavy Equipment Operator		2	0 S.F.	5	0 S.F.	Public Works Facility	Future PW/P&R Facility	Will have locker in break room
	Utility Worker		1	0 S.F.	9	0 S.F.	Public Works Facility	Future PW/P&R Facility	Will have locker in break room
	Signs & Signal Utility Worker		0	0 S.F.	3	0 S.F.		Future PW/P&R Facility	Will have locker in break room
	Maintenance Worker		1	0 S.F.	2	0 S.F.	Public Works Facility	Future PW/P&R Facility	Will have locker in break room
	Sign Shop		1	300 S.F.	1	400 S.F.	Public Works Facility	Future PW/P&R Facility	
	Traffic Operations Room		0	0 S.F.	1	200 S.F.		Future PW/P&R Facility	Reinforced office
	Traffic Operations Signal Equipment Lab		0	0 S.F.	1	200 S.F.		Future PW/P&R Facility	
Non-Assignable SF - 20%			S.F.		432 S.F.			Internal Circulation	
PUBLIC WORKS, STORMWATER	PUBLIC WORKS, STORMWATER			120 S.F.		120 S.F.	Public Works Facility	Future PW/P&R Facility	
	Utility Crew Leader		0	0 S.F.	1	100 S.F.		Future PW/P&R Facility	U shape connecting desks in Streets/SW Crew Leader space
	Heavy Equipment Operator		1	120 S.F.	1	0 S.F.	Public Works Facility	Future PW/P&R Facility	Will have locker in break room
	Utility Worker		1	0 S.F.	3	0 S.F.	Public Works Facility	Future PW/P&R Facility	Will have locker in break room
Non-Assignable SF - 20%			S.F.		20 S.F.			Internal Circulation	
PUBLIC WORK TOTALS			8,151 S.F.		23,670 S.F.				
PARKS AND RECREATION	PARKS AND RECREATION			3885 S.F.		5226 S.F.	Multiple Locations	Future PW/P&R Facility	
	Parks Superintendent		1	120 S.F.	1	220 S.F.	Dillon Drive Facility	Future PW/P&R Facility	Private office
	Parks Supervisor		1	120 S.F.	1	120 S.F.	The Ranch Facility	Future PW/P&R Facility	Private office
	Chemical Specialist		1	100 S.F.	1	100 S.F.	The Ranch Facility	Future PW/P&R Facility	Cubicals, Shared space
	Chemical Technician		3	0 S.F.	6	0 S.F.	The Ranch Facility	Future PW/P&R Facility	Will have locker in break room
	Crew Leader		2	100 S.F.	3	150 S.F.	Multiple Locations	Future PW/P&R Facility	Cubicals, Shared space
	Maintenance Worker		9	0 S.F.	16	0 S.F.	Multiple Locations	Future PW/P&R Facility	Will have locker in break room
	Crew Leader/ Shop Mechanic		1	100 S.F.	1	100 S.F.	Multiple Locations	Future PW/P&R Facility	Cubicals, Shared space
	Heavy Equipment Operator		4	0 S.F.	8	0 S.F.	Multiple Locations	Future PW/P&R Facility	Will have locker in break room
	Irrigation Specialist		1	100 S.F.	1	100 S.F.	Multiple Locations	Future PW/P&R Facility	Cubicals, Shared space
	Irrigation Technician		1	0 S.F.	2	0 S.F.	Multiple Locations	Future PW/P&R Facility	Will have locker in break room
	Reception/Admin		0	0 S.F.	1	120 S.F.		Future PW/P&R Facility	Front Entry
	Copier/Storage Room		1	200 S.F.	1	200 S.F.	Multiple Locations	Future PW/P&R Facility	
	Bunk Room		0	0 S.F.	1	120 S.F.		Future PW/P&R Facility	
	Break Room (lockers)		1	300 S.F.	1	300 S.F.	Multiple Locations	Future PW/P&R Facility	
	Mudroom		0	0 S.F.		80 S.F.		Future PW/P&R Facility	
	Restroom/Showers		1	625 S.F.	1	625 S.F.	Multiple Locations	Future PW/P&R Facility	
	Warehouse Storage		1	1000 S.F.	1	1000 S.F.	Multiple Locations	Future PW/P&R Facility	
	Material Storage/ Sheds		1	1120 S.F.	1	1120 S.F.	The Ranch Facility	Future PW/P&R Facility	
	Non-Assignable SF - 20%			S.F.		871 S.F.			Internal Circulation
PUBLIC WORKS AND PARKS AND REC TOTALS			12,036 S.F.		28,896 S.F.				
4/12/2023						<div><div><div></div><div></div></div><div><div>FREESAND AND NICHOLS</div><div>Innovative approaches Practical results Outstanding service</div></div></div>			

Exhibit 2

Public Works and Parks and Recreation Final Master Plan

PARKING:

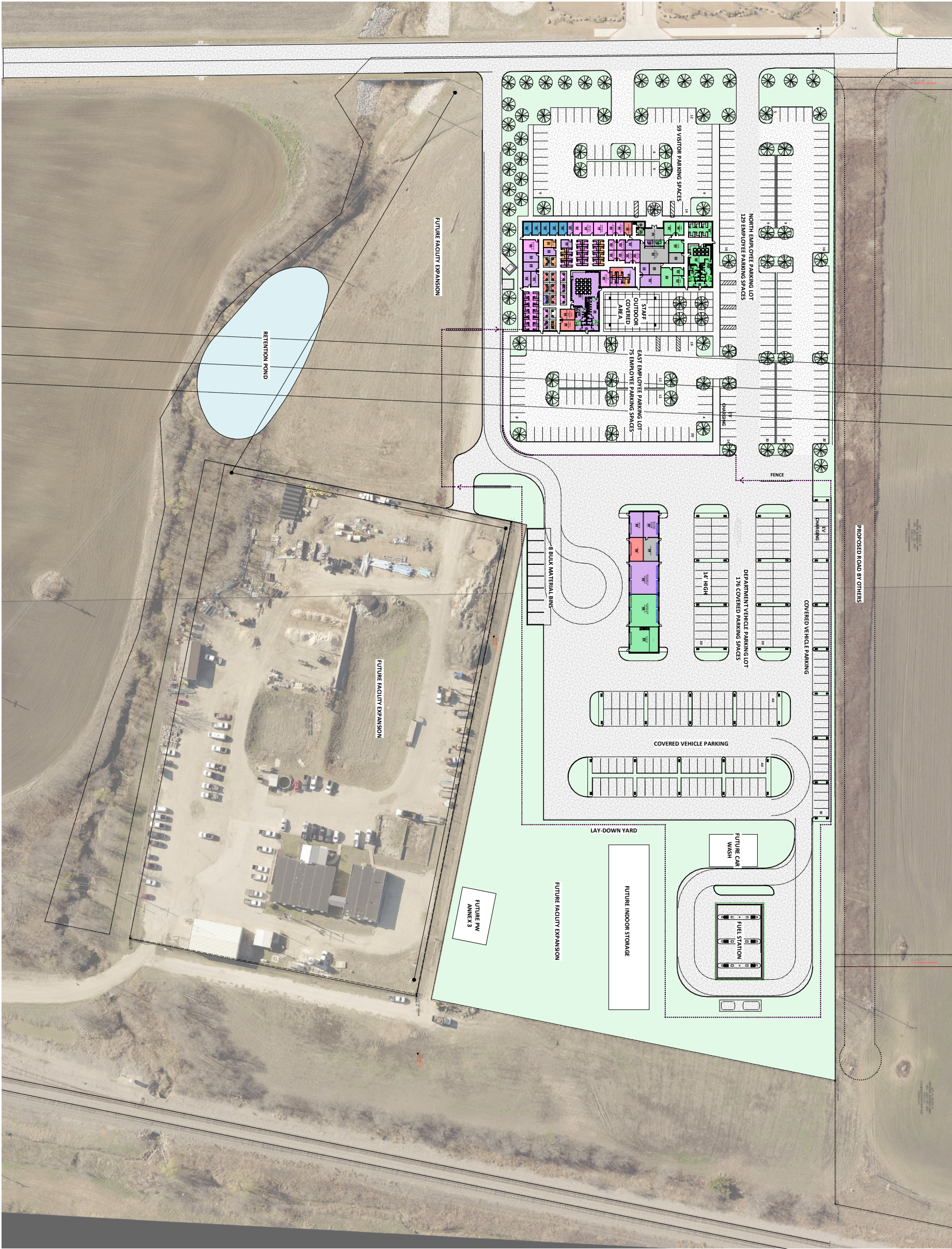
PUBLIC WORKS AND PARKS & RECREATION BUILDINGS:
592 EMPLOYEE PARKING SPACES REQUIRED, 204 PROVIDED IN EMPLOYEE
100 DEPARTMENT VEHICLE & EQUIPMENT PARKING SPACES REQUIRED,
100 PROVIDED IN DEPARTMENT VEHICLE PARKING LOT
76 OTHER EQUIPMENT PARKING SPACES REQUIRED,
76 PROVIDED IN DEPARTMENT VEHICLE PARKING LOT
59 VISITOR PARKING SPACES

OCCUPANCY LEGEND

- PARKS AND REC
- PUBLIC WORKS, SHARED
- PUBLIC WORKS, STORMWATER
- PUBLIC WORKS, STREETS
- PUBLIC WORKS, WASTEWATER
- PUBLIC WORKS, WATER
- SHARED SPACE - PW AND P&R
- TOWN HALL

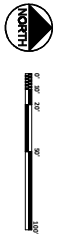
SITE PLAN KEY

- = PAVING - DEPARTMENT VEHICLES & EQUIPMENT
- = PAVING - EMPLOYEE VEHICLE & VISITOR PARKING SPACES
- = LANDSCAPED AREA
- = SIDEWALK
- = RETENTION POND
- = GAS LINE
- = GAS LINE EASEMENT



TOWN OF PROSPER
MASTER PLAN

SITE PLAN
APRIL 12, 2023
PAGE 1 OF 3



OCCUPANCY LEGEND

- PARKS AND REC
- PUBLIC WORKS, SHARED
- PUBLIC WORKS, STORMWATER
- PUBLIC WORKS, STREETS
- PUBLIC WORKS, WASTEWATER
- PUBLIC WORKS, WATER
- SHARED SPACE - PW AND P&R
- TOWN HALL

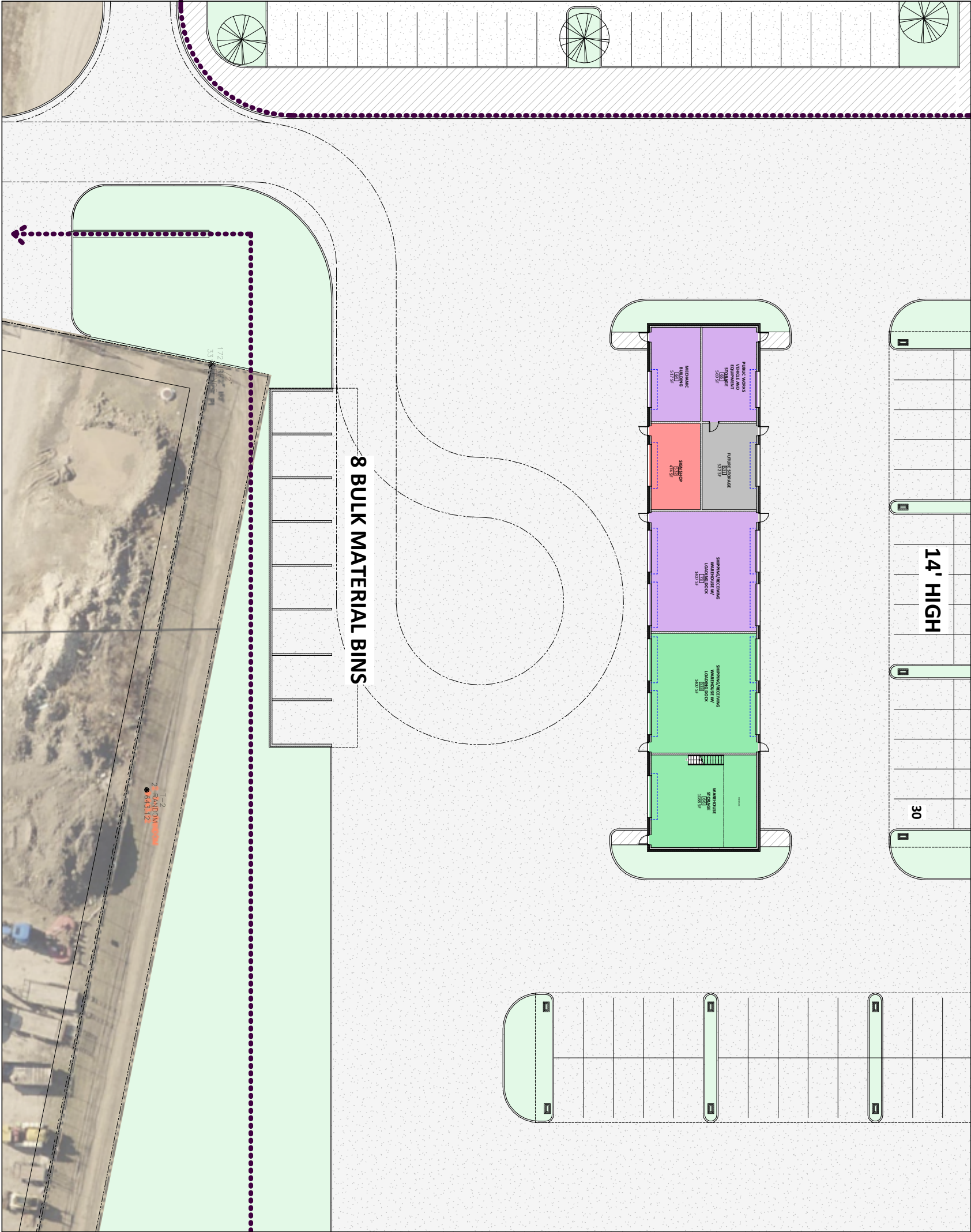


**TOWN OF PROSPER
MASTER PLAN
ADMINISTRATION &
OPERATIONS BUILDINGS**

APRIL 12, 2023

OCCUPANCY LEGEND

- PARKS AND REC
- PUBLIC WORKS, SHARED
- PUBLIC WORKS, STREETS
- SHARED SPACE - PW AND P&R



**TOWN OF PROSPER
MASTER PLAN**

**MAINTENANCE AND
WAREHOUSE STORAGE**

APRIL 12, 2023

PAGE 3 OF 3



Exhibit 3

Public Works and Parks and Recreation Facility Opinion of Probable Construction Cost (OPCC)



Innovative approaches
Practical results
Outstanding service

OPINION OF PROBABLE CONSTRUCTION COST

PROJECT NAME	Prosper Facility Master Plan	DATE	3/6/2023
CLIENT	Town of Prosper, TX	GROUP	1127
% SUBMITTAL	Master Plan	PM	Chelsea Friedemann

ESTIMATED BY	QC CHECKED BY	FNI PROJECT NUMBER
John Rinacke		PRP22715

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
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Site Preparation					
1	Site Rough Grading	1	LS	\$ 4,325.00	\$ 4,325
2	Site Fine Grading	67060	SY	\$ 1.21	\$ 81,143
3	Excavate and Haul off Large Dirt Piles	5770	CY	\$ 25.00	\$ 144,250
4	SW3P	1	LS	\$ 97,626.48	\$ 97,626

Retention Pond					
5	Excavation and Haul off	5590	CY	\$ 25.00	\$ 139,750
6	Fine Grading of Slopes	650	SY	\$ 5.00	\$ 3,250
7	Hydromulch Seeding Slopes	650	SY	\$ 6.00	\$ 3,900

Site General					
8	Concrete Paving	37580	SY	\$ 140.00	\$ 5,261,200
9	Concrete Curb	11843	LF	\$ 30.00	\$ 355,290
10	Concrete Sidewalk	2420	SY	\$ 100.00	\$ 242,000
11	Precast Concrete Parking Bumpers	439	EA	\$ 102.00	\$ 44,778
12	Pavement Parking Markings (Parking Stall)	439	EA	\$ 30.50	\$ 13,390
13	Covered Vehicle Parking (Metal Canopy)	176	EA	\$ 5,350.00	\$ 941,600
14	Staff Outdoor Covered Area	2892	SF	\$ 75.00	\$ 216,900
15	Bulk Material Bins	8	EA	\$ 10,000.00	\$ 80,000
16	EV Charging Stations	14	EA	\$ 5,200.00	\$ 72,800
17	Parking Lot Lighting	338220	SF	\$ 3.00	\$ 1,014,660
18	Fence (6' High Chain-link with 3 Strands Barbed Wire)	3040	LF	\$ 50.00	\$ 152,000
19	Vehicle Swing Gate	3	EA	\$ 1,875.00	\$ 5,625
20	Gate Operator for Vehicle Swing Gate	3	EA	\$ 3,725.00	\$ 11,175
21	Misc. Site Electric	1	LS	\$ 101,466.00	\$ 101,466

Landscaping					
22	Sodding	6598	SY	\$ 4.00	\$ 26,392
23	Trees	79	EA	\$ 275.00	\$ 21,725
24	Irrigation System	59382	SF	\$ 2.50	\$ 148,455

Building #1					
25	Building #1	24455	SF	\$ 300.00	\$ 7,336,500

Building #2					
26	Building #2	6520	SF	\$ 300.00	\$ 1,956,000

Fuel Station					
26	Fuel Pumps	6	EA	\$ 7,050.00	\$ 42,300
27	Above Ground 10,000 GAL Fuel Storage Tank	2	EA	\$ 64,000.00	\$ 128,000
28	Fuel Piping and Appurtenances	1	LS	\$ 20,000.00	\$ 20,000
29	Covered Fueling Pavilion	5817	SF	\$ 75.00	\$ 436,275
30	Fuel Station Electrical	1	LS	\$ 50,000.00	\$ 50,000

SUBTOTAL	\$	19,152,775
CONTINGENCY 40%	\$	7,661,110
SUBTOTAL	\$	26,813,884

PROJECT NAME	Prosper Facility Master Plan	DATE	3/6/2023	Item 13.
CLIENT	Town of Prosper, TX	GROUP	1127	
% SUBMITTAL	Master Plan	PM	Chelsea Friedemann	

ESTIMATED BY	QC CHECKED BY	FNI PROJECT NUMBER
John Rinacke		PRP22715

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
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MOBILIZATION	5%	\$	1,340,694
SUBTOTAL		\$	28,154,579
OH&P	18%	\$	5,067,824

PROJECT TOTAL (2023 COSTS)	\$	33,222,403
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COST ESCALATION FACTOR	8.5%	\$	2,823,904
PROJECT TOTAL (2024 COSTS)		\$	36,046,307

The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

NOTES:

- 1 FNI OPCC classified as an AACE Class 5 Estimate with accuracy range or -30 to + 50.
- 2 FNI OPCC does not include costs associated with engineering fees, permits, surveying, etc.



PARKS AND RECREATION

To: Mayor and Town Council

From: Dan Baker, Director of Parks and Recreation

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

Re: Roadway and Median Maintenance Discussion

Town Council Meeting – July 25, 2023

Agenda Item:

Discussion regarding median and roadway maintenance, and all matters incident and related there to.

Description of Agenda Item:

Roadway and maintenance of the following locations in Town:

US 380

The City of Frisco has completed comments regarding the maintenance contract scope and the Town will have contract advertised beginning July 23 with bids due August 8. Additionally, the Town will take responsibility for the three additional medians previously maintained by the City of McKinney between Red Bud and Custer Road. The Interlocal Agreement (ILA) is in the works to reflect this change.

Bids for construction of the median improvements on US 380 between Mahard and Lovers will be opened this September with the project beginning before the end of the calendar year.

Custer Road

TxDOT is currently responsible for median maintenance until the project is accepted. Once accepted, TxDOT will retain maintenance responsibility for Custer Road. At that time, TxDOT's responsibility of Custer Road remains from Wilson Creek to just north of US 380, and McKinney's responsibility becomes Wilson Creek to FM 1461. TxDOT's official statewide requirement is that they mow the road two (2) times per year. The City of McKinney has stated that they plan to mow their medians once per week during the growing season and once per month during the remaining maintenance period.

Frontier Parkway

The current agreement is that the Town of Prosper will maintain medians on Frontier Pkwy east of the North Dallas Tollway (DNT) and that the City of Celina will maintain the Frontier Pkwy medians west of the Tollway.

Town Staff Recommendation:

Item 14.

Discuss and provide feedback to staff regarding the possibility of the Town accepting responsibility for the management of all median maintenance contracts for the Town's perimeter to ensure the medians are maintained at a level desired by the Council and residents.