



Agenda
Prosper Town Council Meeting
Prosper Town Hall, Council Chambers
250 W. First Street, Prosper, Texas
Tuesday, November 14, 2023
6:15 PM

Welcome to the Prosper Town Council Meeting.

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

Addressing the Town Council:

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

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

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

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

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

Call to Order/ Roll Call.

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

Announcements of recent and upcoming events.

Presentations.

1. Proclamation recognizing November 18, 2023, as National Injury Prevention Day. (MLS)
2. Proclamation recognizing December 9, 2023, as Salvation Army Red Kettle Campaign Day. (MLS)
3. Proclamation recognizing November 13-17, 2023, as National GIS Awareness Week. (MLS)
4. Recognize individuals and the Fire Department for Life Saving efforts and awards. (SB)

5. Recognition of Charles Ewings for his dedicated service in the Texas Air National Guard. (DFB)

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.

6. Consider and act upon the minutes from the October 24, 2023, Town Council Work Session meeting. (MLS)
7. Consider and act upon the minutes from the October 24, 2023, Town Council Regular meeting. (MLS)
8. Receive the Quarterly Investment Report for September 30, 2023. (CL)
9. Consider and act upon a resolution approving the Town of Prosper and Prosper Economic Development Corporation (PEDC) Investment Policy and Investment Strategy and approving the list of qualified brokers/dealers and financial institutions that are authorized to engage in investment transactions with the Town of Prosper and the PEDC. (RBS)
10. Consider authorizing the Town Manager to execute a six-month renewal of the Professional Services Agreement between Valley View Consulting, L.L.C., and the Town of Prosper, Texas, related to Investment Advisory services. (RBS)
11. Consider approval of adding Chapter 21, Capital Projects Management Policy to the Town's Administrative Regulations. (RBS)
12. Consider and act upon a resolution casting its votes for the Collin County Central Appraisal District Board of Directors (CCAD). (MLS)
13. Consider and act upon a resolution casting its votes for the Denton County Central Appraisal District Board of Directors (DCAD). (MLS)
14. Consider and act upon approving the expenditure for annual software assurance of the Town's computer aided dispatch and record management systems for Public Safety, from Integrated Computer Systems, Inc., a sole source provider. (LJ)
15. Consider and act upon approval of various annual maintenance, repair, and operational purchases for the Information Technology Department during FY 2024. (LJ)
16. Consider and act upon approving the purchase of Brine Master BM 3000 and ICE Master T-Series truck mounted applicator, from C&H Outdoor, LLC, through the Sourcewell Purchasing Cooperative; and authorizing the Town Manager to execute documents for the same. (FJ)
17. Consider and act upon approval of a portion of the FY24 vehicle and VERF equipment purchases utilizing cooperative purchasing contracts and approving the Town Manager to execute documents for same. (CL)
18. Consider and act upon approving a Services Agreement with Strategies 360 Texas, LLC, for Strategic Advocacy Services, and authorize the Town Manager to execute the same. (RB)

- [19.](#) Consider and act upon approving an amendment to the agreement with Bureau Veritas for Annual Fire Safety Inspections; and authorize the Town Manager to execute the same. (SB)
- [20.](#) Consider and act upon authorizing the Town Manager to execute a Professional Service Agreement between Front Line Mobile Health, PLLC, and the Town of Prosper Fire Rescue related to annual medical evaluations. (SB)
- [21.](#) Consider and act upon approving an agreement with Medical Center of Plano for Medical Control and Continuing Education Services; and authorize the Town Manager to execute the same. (SB)
- [22.](#) Consider and act upon authorizing the Town Manager to execute a Service Agreement between Cut with Craft and the Town of Prosper related to landscape maintenance for fire stations. (SB)
- [23.](#) Consider and act upon authorizing the Town Manager to execute an Escrow Agreement between Prosper Independent School District (PISD), and the Town of Prosper, Texas, related to the design and construction of improvements on Teel Parkway and at the intersection of First Street and Artesia Boulevard adjacent to the Richland High School property. (HW)
- [24.](#) Consider and act upon authorizing the Town Manager to execute a Water Impact Fee Agreement between DNT Frontier, LP, and the Town of Prosper, Texas, related to the construction of a water line to serve the DNT Frontier Retail Center development. (HW)
- [25.](#) Consider and act upon authorizing the Town Manager to execute a Professional Engineering Services Agreement between Stantec Consulting Services, Inc., and the Town of Prosper, Texas, related to the design of traffic signals on First Street at Artesia Boulevard and on Teel Parkway at Prairie Drive. (HW)
- [26.](#) Conduct a public hearing and consider and act upon a request for an extension of a Specific Use Permit (SUP) for a Concrete Batching Plant on 5.0± acres, located south of West First Street and west of South Dallas Parkway. The property is zoned Planned Development-19 (PD-19) Lattimore Batch Plan North and Specific Use Permit-6 (S-6) Nelson Bros Concrete Batch Plant. (S20-0002) (DH)
- [27.](#) Consider and act upon whether to direct staff to submit a written notice of appeals on behalf of the Town Council to the Development Services Department, pursuant to Chapter 4, Section 1.5(C)(7) and 1.6(B)(7) of the Town's Zoning Ordinance, regarding action taken by the Planning & Zoning Commission on any Site Plans. (DH)

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:

- [28.](#) Conduct a public hearing and consider and act upon a request for a Planned Development for an Office/Retail Building on 0.4± acres, for Bryant's First Addition, Block 11, Lots 1, 11 and 12, located on the northeast corner of South Coleman Street and East Third Street. The property is zoned Single Family-15. (ZONE-23-0027) (DH)
- [29.](#) Conduct a public hearing and consider and act upon a request for a Planned Development for an Office Building on 0.5± acres, for Bryant's First Addition, Block 22, Lots 7-9, located on the northwest corner of South Parvin Street and East Second Street. The property is zoned Single Family-15. (ZONE-23-0028) (DH)
- [30.](#) Conduct a public hearing to consider and act upon amending Chapter 2, Section 13 – Multifamily District; Chapter 4, Section 4.3 – Non-residential and multifamily parking provisions; and Chapter 4, Section 8 – Non-Residential & Multifamily Design and Development of the Town of Prosper Zoning Ordinance to modify Multifamily development standards. (ZONE-23-0024) (DH)
- [31.](#) Conduct a public hearing to consider and act upon amending Chapter 4, Section 5.2 – Location of Required Screening, of the Town of Prosper Zoning Ordinance to modify the screening requirements for trash and recycling collection areas. (ZONE-23-0025) (DH)
- [32.](#) Conduct a public hearing to consider and act upon amending Chapter 3, Section 1.4, Subpart 38 – Automobile Sales/Leasing, Used, of the Town of Prosper Zoning Ordinance to provide additional criteria for this use. (ZONE-23-0026) (DH)
- [33.](#) Consider and act upon a resolution of the Town Council of the Town of Prosper, Texas, declaring the public necessity to acquire certain properties for right-of-way, and temporary construction easements for the construction of the First Street (DNT - Coleman) project; determining the public use and necessity for such acquisition; authorizing the acquisition of property rights necessary for said Project; appointing an appraiser and negotiator as necessary; authorizing the Town Manager to establish just compensation for the property rights to be acquired; authorizing the Town Manager to take all steps necessary to acquire the needed property rights in compliance with all applicable laws and resolutions; and authorizing the Town Attorney to institute condemnation proceedings to acquire the property if purchase negotiations are not successful. (HW)
- [34.](#) Discuss development strategies for Economic Development. (MM) *[Continuation from the Work Session if needed.]*
35. Discuss and consider Town Council Subcommittee reports. (DFB)

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

EXECUTIVE SESSION:

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

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

Section 551.072 – To discuss and consider 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.

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, November 10, 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 6.

Prosper Town Council Work Session
Prosper Town Hall – Council Chambers
250 W. First Street, Prosper, Texas
Tuesday, October 24, 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 Amy Bartley
Councilmember Chris Kern
Councilmember Jeff Hodges
Councilmember Charles Cotten

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
Hulon Webb, Director of Engineering Services
David Hoover, Development Services Director
Leigh Johnson, Director of IT
Kellen Land, Help Desk Technician
Suzanne Porter, Planning Manager
Doug Kowalski, Police Chief
Scott Brewer, Assistant Police Chief

Items for Individual Consideration

1. Receive an update from Municipal Court Judge, David Moore. (DM)

Judge Moore presented an update that included an overview from the year regarding types of cases filed, how warrants are handled, capacity of case load, types of current issues, and overall revenues. Judge Moore indicated that he currently he is holding court on Tuesday and Thursdays, and every other Wednesday.

The Town Council expressed their appreciation and the continued support of being firm but fair regarding cases being brought forward.

2. Discuss No Thru Truck Routes within the Town of Prosper. (DK/HW)

Chief Kowalski provided an update that included an overview of the Town's current ordinance and outlining existing and proposed streets to add and/or remove. Chief Kowalski included current concerns and issues regarding safety, traffic, and future infrastructure.

The Town Council discussed routes, current direction trucks were taking, and a proposed update to the Town's ordinance.

Adjourn.

The meeting was adjourned at 6:03 p.m.

These minutes were approved on the 14th day of November 2023.

APPROVED:

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary



MINUTES

Prosper Town Council Meeting
Prosper Town Hall, Council Chambers
250 W. First Street, Prosper, Texas
Tuesday, October 24, 2023

Call to Order/ Roll Call.

The meeting was called to order at 6:17 p.m.

Council Members Present:

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

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
David Hoover, Development Services Director
Hulon Webb, Director of Engineering
Suzanne Porter, Planning Manager
Chris Landrum, Finance Director
Leigh Johnson, IT Director
Frank Jaromin, Director of Public Works
Dan Baker, Parks and Recreation Director
Todd Rice, Communications Manager
Kellen Land, Help Desk Technician
Doug Kowalski, Police Chief
Shaw Eft, Assistant Fire Chief

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

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

Announcements of recent and upcoming events.

Councilmember Kern made the following announcements:

Thank you to everyone who donated to the North Texas Peanut Butter Drive this year. The Town was recorded with donating 213 pounds of peanut butter and approximately \$2,238 dollars were raised to roughly estimate that over 7% of the people in Prosper donated.

Early Voting for the November 7 Election is now taking place and runs through Friday, November 3. Voting dates and hours may be found on the Town's website or by visiting the Collin County and Denton County Elections websites for additional information regarding Early Voting and Election Day voting locations.

Join the Prosper Community Library on Thursday, October 26 from 6 to 7 p.m. for a heartwarming Trick or Treat event designed especially for children with special needs and their families to enjoy a fun Halloween experience. Visit prosper.tx.gov/fallprograms for more details.

Join the Town for its annual Arbor Day Celebration on Saturday, November 4 at 9:00 a.m. at Windsong Park located at 950 Cooper Canyon Drive for a fun morning of planting and learning about trees.

Join the Town on Saturday, November 4 at 11:00 a.m. for a ribbon cutting of the Nancy Lieberman Charities (NLC) Dream Court opening at Tanner's Mill Park located at 1641 Prince William Lane in Prosper.

The annual Prosper Veterans Day 5K & Fun Run will be held on Saturday, November 11. The event is open to runners and walkers of all ages. Join us for a day of unity and support for our veterans. Register today by visiting prosper.tx.gov/veteransday5k.

Lastly, to wish the Texas Rangers good luck in the World Series, the cupola of Town Hall will be lit up red and blue. Go Rangers!

Presentations.

1. **Presentation to members of the Visual Arts of Prosper declaring October 25, 2023, as International Artists Day. (RB)**

Mayor Bristol read and presented a Proclamation to the members of the Visual Arts of Prosper.

2. **Presentation regarding the 2023 Collin County Bond Election program. (DFB)**

Ben Hangartner with the Collin County Planning Board presented an overview of the bond program, which included delineating the historic growth and future growth of the metroplex, a summary of the five proposed propositions for the bond election, and the impact of each.

CONSENT AGENDA:

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

3. **Consider and act upon the minutes from the October 10, 2023, Town Council Work Session meeting. (MLS)**
4. **Consider and act upon the minutes from the October 10, 2023, Town Council Regular meeting. (MLS)**
5. **Consider acceptance of the September 2023 monthly financial report. (CL)**
6. **Consider and act upon Resolution 2023-70 accepting and approving the 2023 Tax Roll. (CL)**
7. **Consider and act upon approving the purchase of a new Emergency Warning Siren and upgrading the complete Siren System utilizing The Interlocal Purchasing System (TIPS); and authorizing the Town Manager to execute the same. (SB)**

8. Consider and act upon approving the purchase of TASER 7 devices, licenses, and cartridges from Axon Enterprises, Inc. utilizing BuyBoard Contract #698-23; and authorizing the Town Manager to execute documents for the same. (DK)
9. Consider and act upon approving the purchase of miscellaneous water and wastewater materials from Ferguson Enterprises, LLC, utilizing BuyBoard contracts in the amount of \$70,000; and authorizing the Town Manager to execute documents for the same. (FJ)
10. Consider and act upon approving the purchase of miscellaneous water and wastewater materials from Fortiline Waterworks, utilizing NCPA Contract Number 02-76; and authorizing the Town Manager to execute documents for the same. (FJ)
11. Consider and act upon renewing Bid No. 2019-53-A for one year to Wopac Construction, Inc., as the primary vendor, and HQS Construction, LLC, as the secondary vendor, at the unit prices bid, to establish an annual fixed-price contract for Miscellaneous Concrete Replacement Services; and authorizing the Town Manager to execute same. (FJ)
12. Consider and act upon authorizing the Town Manager to execute a Contract for Services between the Town of Prosper and V&A Landscaping to provide median maintenance on US Highway 380 from Custer Road to Legacy Drive. (DB)
13. Consider and act upon authorizing the Town Manager to execute a Managed Services Agreement between Conducive Consulting and the Town of Prosper, Texas, related to ongoing managed services of the Town's Security Information & Event Management (SIEM) environment through Texas Department of Information Resources (DIR) Contract DIR-TSO-4288. (LJ)
14. Consider and act upon Ordinance 2023-71 amending Chapter 13, "Utilities", of the Code of Ordinances of the Town of Prosper, Texas, by amending Section 13.11.001, "Plan Adopted", of Article 13.11, "FOG Outreach Plan." (FJ)
15. Consider and act upon Ordinance 2023-72 amending Chapter 13, "Utilities," of the Code of Ordinances of the Town of Prosper, Texas, by amending Article 13.10, "Backflow Prevention Plan." (FJ)
16. Consider and act upon approving an annual fixed-price agreement for the purchase of Hydrogen Sulfide Odor Control Technology for the Town's wastewater system, at the unit prices guaranteed, from Helix Laboratories, Inc., a sole source provider. (FJ)
17. Consider and act upon approving the rebuild of Pump 4 and Pump 5 utilizing Legacy Contracting LP dba Control Specialist LP through the City of Plano cooperative best value Contract No.: 2021-0125-AC. (FJ)
18. Consider and act upon approving a shortlist of qualified firms to provide various engineering services to the Town of Prosper. (HW)
19. Consider and act upon authorizing the Town Manager to execute a Professional Engineering Services Agreement between Lee Engineering, LLC, and the Town of Prosper, Texas, related to the traffic signal warrant study on Gee Road at Acacia Parkway and the design of pedestrian hybrid beacons. (HW)

20. **Consider and act upon authorizing the Town Manager to execute a Professional Engineering Services Agreement between Lee Engineering, LLC, and the Town of Prosper, Texas, related to the design and modification of a Traffic Signal at Dallas North Tollway and Frontier Parkway. (HW)**
21. **Consider and act upon whether to direct staff to submit a written notice of appeals on behalf of the Town Council to the Development Services Department, pursuant to Chapter 4, Section 1.5(C)(7) and 1.6(B)(7) of the Town's Zoning Ordinance, regarding action taken by the Planning & Zoning Commission on any Site Plans including Preston 48 Addition and Teel Plaza 1. (DH)**

Mayor Bristol requested to pull item 19.

Mayor Pro-Tem Andres made a motion to approve items 3 through 18 and 20 through 21. Councilmember Hodges seconded that motion. Motion carried unanimously.

Laura Rauba, 4890 Milby Drive, expressed her appreciation to the Town Council and staff for taking her and her neighbor's comments seriously and providing improvements to the intersection on Gee Road and Acacia Parkway.

Deputy Mayor Pro-Tem Ray made a motion to approve item 19. Councilmember Bartley seconded that motion. Motion carried unanimously.

CITIZEN COMMENTS

Toni Wengler, 1240 Packsaddle Trail, stated as Founder and President of the Visual Arts of Prosper, they would like to request the Town Council to consider a revolving art show in the lobby of Town Hall, to form an Arts Board or Program with a Comprehensive Art Plan for the Town.

Items for Individual Consideration:

22. **Conduct a public hearing and consider and act upon a request for a Specific Use Permit (SUP) for a new Drive-Thru Restaurant, on 1.5± acres, located south of West Frontier Parkway and east of North Dallas Parkway. (ZONE-23-0013) (DH)**

Mr. Hoover introduced this item indicating a SUP is required for drive-thru restaurants in the Retail District Zoning. The applicant is requesting that the Specific Use Permit allow them to provide a ten-foot landscape buffer on the western property line in lieu of the required ten-foot-wide landscape island. Additionally, the proposed ten-foot landscape buffer would be inclusive of the neighboring property to the west. The proposed site would only provide five feet of the landscape buffer while the neighboring property would provide the other five feet. The Planning and Zoning Commission discussed and recommended approval with a 3-1 vote to approve landscaping as proposed. Staff recommend approval of the request subject to the applicant providing the required landscaping per the Town's Zoning Ordinance.

Matt Moore, Clay Moore Engineering, representing the applicant noted that due to the location of the proposed, all plans have been vetted and approved by their entities. He described the landscaping area and noted the due to the drainage easement along Frontier Road, that the property is set back 50 feet. Therefore, the proposed landscaping being adequate and meeting Town requirements.

Mayor Bristol opened the public hearing.

No comments were made.

Mayor Bristol closed the public hearing.

The Town Council discussed the location and the bordering areas of the property, and the additional lots included in the overall project and how the landscape as a part of each lot should be looked at individually due to the different users and layouts.

Councilmember Hodges made a motion to approve a request for a Specific Use Permit (SUP) for a new Drive-Thru Restaurant, on 1.5± acres, located south of West Frontier Parkway and east of North Dallas Parkway as proposed. Councilmember Cotten seconded that motion. Motion carried unanimously.

23. Conduct a public hearing and consider and act upon a request to rezone 0.3± acres from Single Family-15 (SF-15) to Downtown Single-Family (DTSF), for Hillside Addition, Block 2, Lot 4, located north of East Fifth Street and west of North Church Street. (ZONE-23-0018) (DH)

Mr. Hoover stated the purpose of this request is to rezone the property from Single Family-15 (SF-15) to Downtown Single-Family (DTSF). Currently, no home exists on the property; however, the intent is to construct a new single-family home. The setback regulations for the Downtown Single-Family District are more desirable to the applicant than the Single Family-15 District. The existing lot does not conform to the lot area requirement for the Single Family-15 District; however, it conforms to all the Downtown Single-Family District lot dimension regulations. The Planning & Zoning Commission recommended approval of this item (5-0) at their meeting on October 3, 2023. Staff recommends approval.

Mayor Bristol opened the public hearing.

No comments were made.

Mayor Bristol closed the public hearing.

Mayor Pro-Tem Andres made a motion to approve a request to rezone 0.3± acres from Single Family-15 (SF-15) to Downtown Single-Family (DTSF), for Hillside Addition, Block 2, Lot 4, located north of East Fifth Street and west of North Church Street. Deputy Mayor Pro-Tem seconded that motion. Motion carried unanimously.

24. Receive an update on the status of the Raymond Community Park project. (DB)

Mr. Baker provided a project update. He outlined the timeline for the bidding process being done within two bid packages, design and construction budget of the project, and the construction schedule with an estimated completion date of spring 2025.

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

Deputy Mayor Pro-Tem Ray provided a Finance Subcommittee report.

Councilmember Bartley commented that the Downtown Ad Hoc Committee will look to meet in November.

Councilmember Bartley noted the CIP Subcommittee also meets in November.

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

Deputy Mayor Pro-Tem Ray requested a meeting of the Broadband Subcommittee.

Mayor Bristol requested staff to bring back a presentation regarding the Visual Arts proposal.

Councilmember Cotten asked when updates to the landscape and sign ordinances would be coming forward. Mr. Hoover noted that half of the amendments most recently discussed would be coming to the Town Council in November, and the other half in December. He added the overlays would come back to them the first part of next year.

EXECUTIVE SESSION:

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

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

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

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

The Town Council recessed into Executive Session at 7:26 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 9:01 p.m.

No action was taken.

Adjourn.

The meeting was adjourned at 9:01 p.m.

These minutes were approved on the 14th day of November 2023.

APPROVED:

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary



FINANCE

To: Mayor and Town Council

From: Chris Landrum, Finance Director

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

Re: Quarterly Investment Report for September 30, 2023

Town Council Meeting – November 14, 2023

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Receive the Quarterly Investment Report for September 30, 2023. (CL)

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 – September 30, 2023



INVESTMENT PORTFOLIO SUMMARY

For the Quarter Ended

September 30, 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.

Robert B. Scott

Bob Scott, Deputy Town Manager

Chris Landrum

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.

Annual Comparison of Portfolio Performance

FYE Results by Investment Category:

City Funds	September 30, 2022			September 30, 2023		
	Book Value	Market Value	Ave. Yield	Book Value	Market Value	Ave. Yield
MMA/NOW	\$ 41,450,612	\$ 41,450,612	1.91%	\$ 29,395,973	\$ 29,395,973	4.48%
MMF/Pools	49,720,257	49,720,257	2.31%	97,997,016	97,997,016	5.23%
Securities	23,145,288	22,208,630	1.48%	41,533,532	40,938,205	3.04%
Certificates of Deposit	39,602,746	39,602,746	0.28%	25,409,754	25,409,754	5.67%
City Funds	\$ 153,918,903	\$ 152,982,245		\$ 194,336,276	\$ 193,740,948	
Fourth Quarter-End Yield			1.56%			4.71%
Average Quarter-End Yields (1):			<u>2022</u>			<u>2023</u>
Prosper			0.74%			3.84%
Rolling Three Month Treasury			1.06%			4.95%
Rolling Six Month Treasury			1.01%			4.77%
TexPool			0.90%			4.74%
Fiscal year-to-date Interest Income	\$ 764,980 (Approximate)			\$ 6,086,745 (Approximate)		

(1) Average Quarterly Yield calculated using quarter-end report average yield and adjusted book value.

Summary

Quarter End Results by Investment Category:

Asset Type	June 30, 2023			September 30, 2023		
	Ave. Yield	Book Value	Market Value	Ave. Yield	Book Value	Market Value
MMA/NOW	4.93%	\$ 22,177,649	\$ 22,177,649	4.48%	\$ 29,395,973	\$ 29,395,973
MMF/Pools	5.04%	77,488,064	77,488,064	5.23%	97,997,016	97,997,016
Securities	2.94%	43,060,614	42,227,990	3.04%	41,533,532	40,938,205
Certificates of Deposit	1.77%	25,362,107	25,362,107	5.67%	25,409,754	25,409,754
Total	3.99%	\$ 168,088,435	\$ 167,255,811	4.71%	\$ 194,336,276	\$ 193,740,948

Average Yield - Current Quarter (1)

Total Portfolio	4.71%
Rolling Three Month Treasury	5.54%
Rolling Six Month Treasury	5.38%
TexPool	5.32%

Fiscal Year-to-Date Average Yield (2)

Total Portfolio	3.84%
Rolling Three Month Treasury	4.95%
Rolling Six Month Treasury	4.77%
TexPool	4.74%

Interest Earnings (Approximate)

Quarter	\$ 1,687,036
Fiscal Year-to-date	\$ 6,086,745

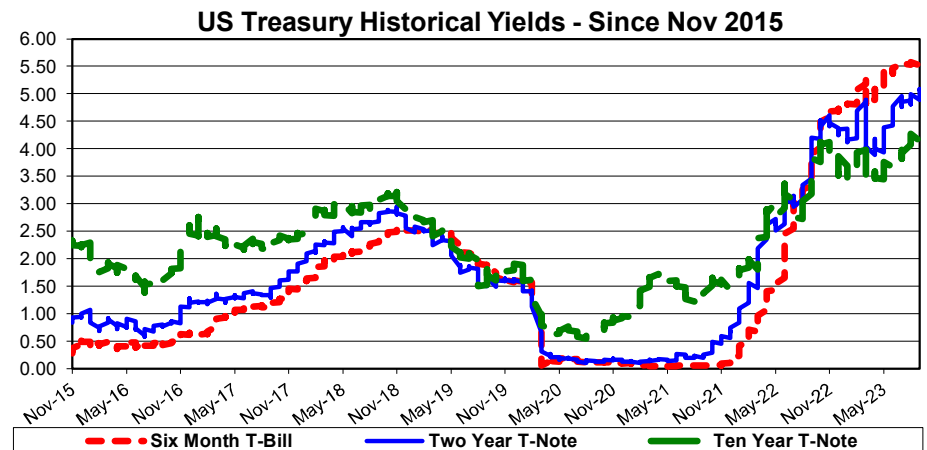
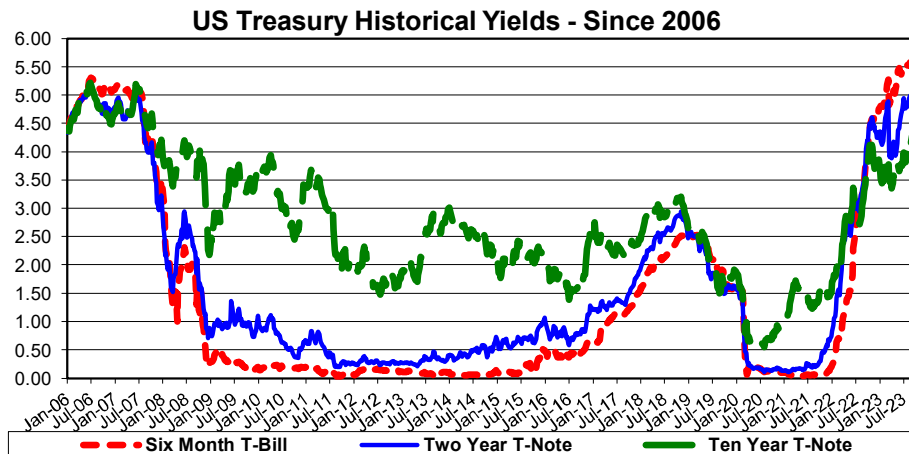
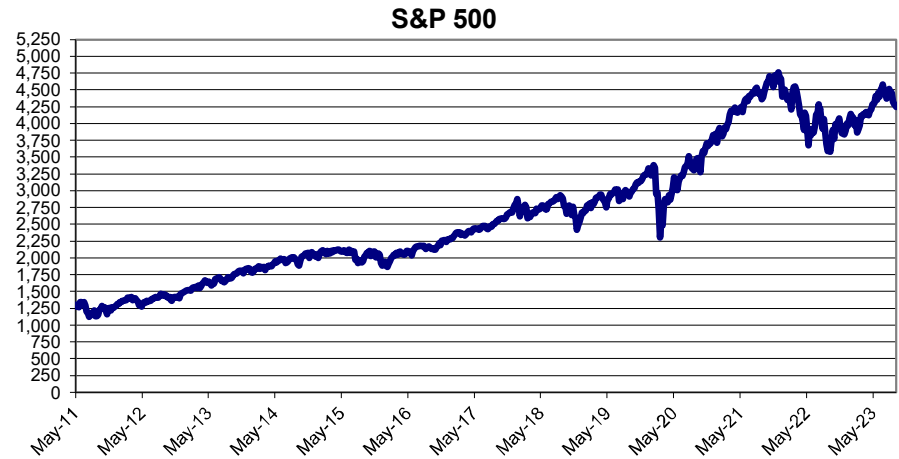
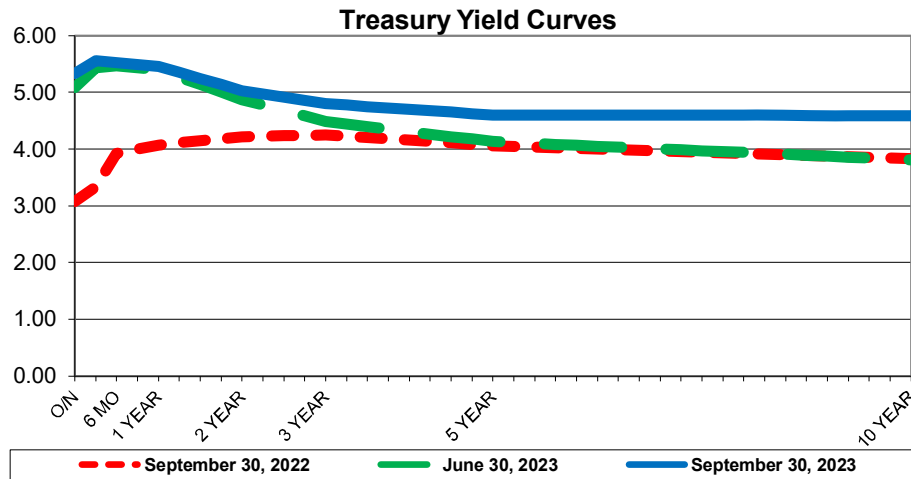
(1) **Quarter End Average Yield** - based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month is used for bank, pool, and money market balances.

(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.

Economic Overview

9/30/2023

The Federal Open Market Committee (FOMC) maintained the Fed Funds target range 0.25% to 5.25% - 5.50% (Effective Fed Funds are trading +/-5.33%). A pause is projected at least until the September 19-20 meeting, with any future actions data-dependent. Second Quarter 2023 GDP posted 2.1%. September Non-Farm Payroll surged up 336k new jobs, above the 170k projection. The S&P Stock Index continued to slide below 4,300. The yield curve drifted higher on the long end. Crude Oil traded +/- \$85 per barrel. Inflation drifted lower but still over the FOMC 2% target (Core PCE +/-3.9% and CPI +/-3.7%). The slowing China and German economies, Ukrainian/Russian and Israeli/Hamas conflicts continue to weight on future outlooks.



Investment Holdings

September 30, 2023

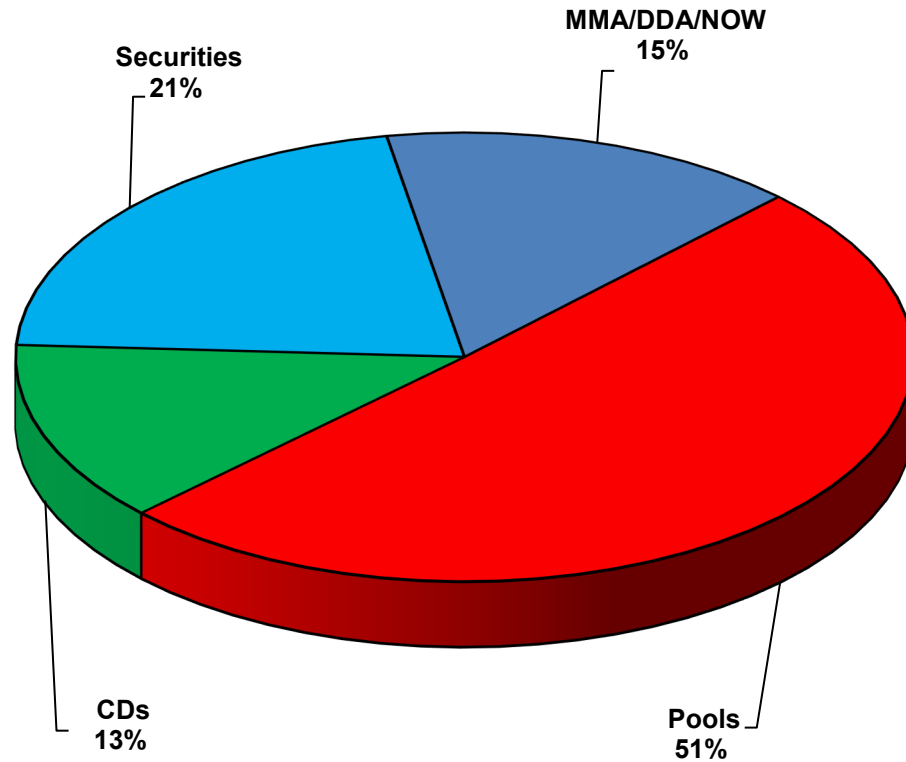
Description	Ratings	Coupon/ Discount	Maturity Date	Settlement Date	Par Value	Book Value	Market Price	Market Value	Life (Days)	Yield
Independent Financial DDA		2.78%	10/01/23	09/30/23	\$ 11,226,083	\$ 11,226,083	1.00	\$ 11,226,083	1	2.78%
Independent Financial DDA #2		5.64%	10/01/23	09/30/23	13,307	13,307	1.00	13,307	1	5.64%
Independent Financial DDA #3		5.64%	10/01/23	09/30/23	12,600,169	12,600,169	1.00	12,600,169	1	5.64%
NexBank MMA		5.55%	10/01/23	09/30/23	5,306,415	5,306,415	1.00	5,306,415	1	5.55%
PlainsCapital Bank MMA		0.00%	10/01/23	09/30/23	250,000	250,000	1.00	250,000	1	0.00%
PlainsCapital Bank ICS SWEEP MMF		1.85%	10/01/23	09/30/23	2,330,916	2,330,916	1.00	2,330,916	1	1.85%
TexSTAR	AAAm	5.31%	10/01/23	09/30/23	46,661,274	46,661,274	1.00	46,661,274	1	5.31%
TexPool	AAAm	5.32%	10/01/23	09/30/23	49,004,826	49,004,826	1.00	49,004,826	1	5.32%
T-Note	Aaa/AA+	2.88%	10/31/23	10/20/21	1,500,000	1,503,103	99.82	1,497,305	31	0.43%
East West Bank CD		5.80%	12/14/23	09/14/23	5,013,524	5,013,524	100.00	5,013,524	75	5.97%
T-Note	Aaa/AA+	4.75%	02/29/24	02/09/22	5,000,000	5,021,015	98.80	4,940,235	152	1.35%
FHLB	Aaa/AA+	4.75%	03/08/24	12/21/22	10,000,000	9,998,155	99.67	9,967,100	160	4.79%
East West Bank CD		5.71%	03/14/24	09/14/23	5,013,314	5,013,314	100.00	5,013,314	166	5.88%
T-Note	Aaa/AA+	2.25%	04/30/24	03/16/22	10,000,000	10,021,659	98.20	9,819,531	213	1.87%
Independent Financial CD		5.39%	08/04/24	09/14/23	10,369,929	10,369,929	100.00	10,369,929	309	5.39%
T-Note	Aaa/AA+	1.25%	08/31/24	02/09/22	5,000,000	4,989,601	96.28	4,814,063	336	1.48%
East West Bank CD		5.57%	09/16/24	09/14/23	5,012,987	5,012,987	100.00	5,012,987	352	5.73%
FHLB	Aaa/AA+	4.48%	10/03/24	12/22/22	10,000,000	10,000,000	99.00	9,899,972	369	4.48%
Total Portfolio					\$ 194,302,743	\$ 194,336,276		\$ 193,740,948	83	4.71%

(1) (2)

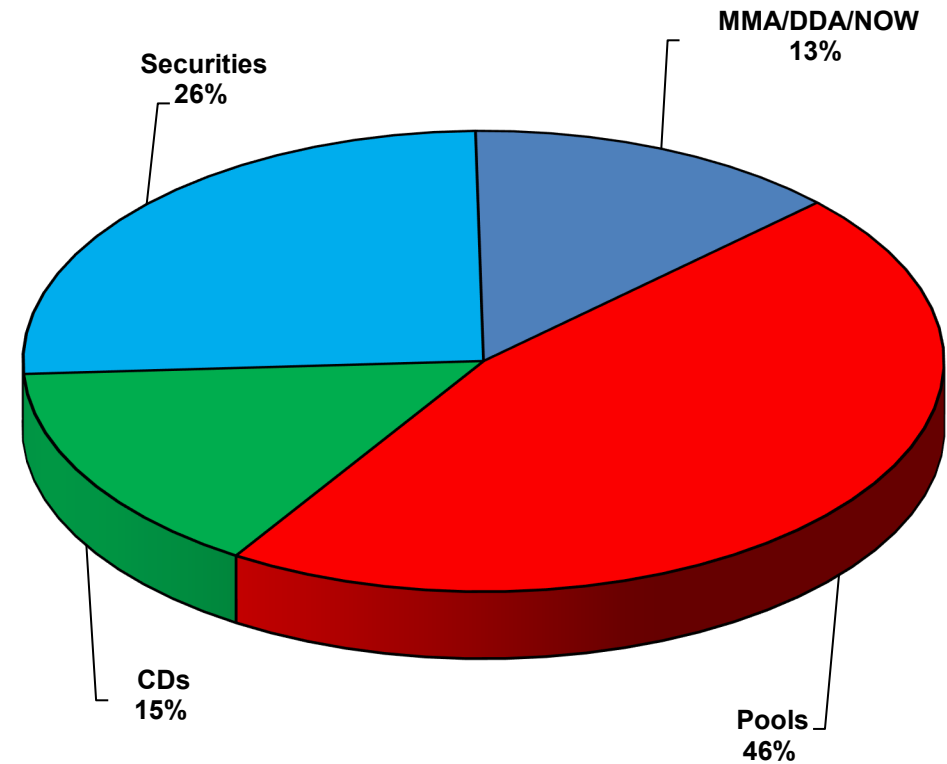
(1) **Weighted average life** - For purposes of calculating weighted average life, overnight bank and pool balances are assumed to have a one day maturity.

(2) **Weighted average yield to maturity** - The weighted average yield to maturity is based on Book Value, realized and unrealized gains/losses and investment advisory fees are not included. The yield for the reporting month is used for overnight bank and pool balances.

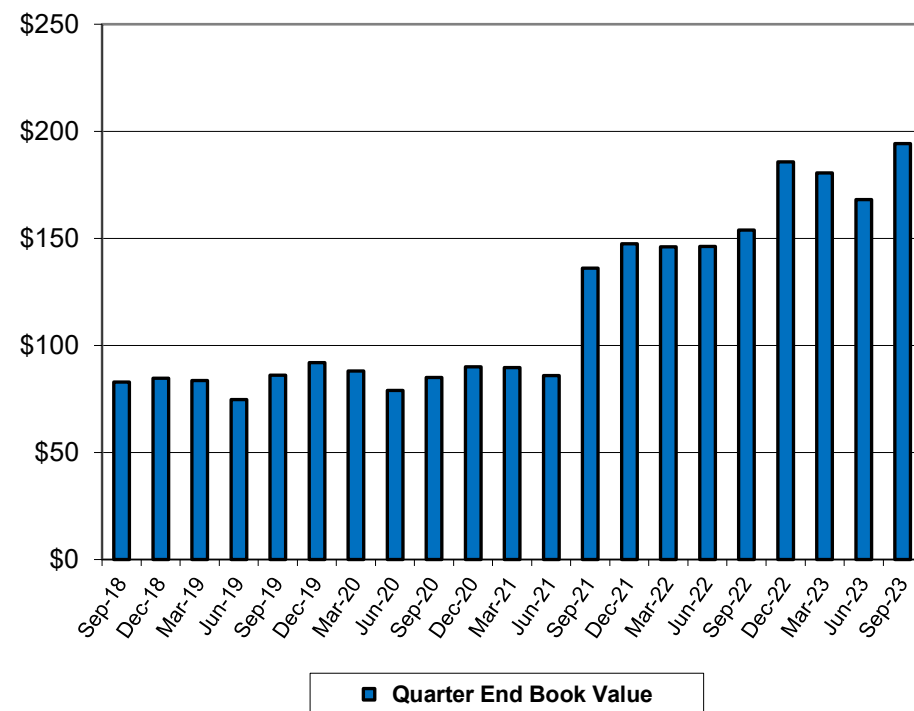
Composition - Current Quarter



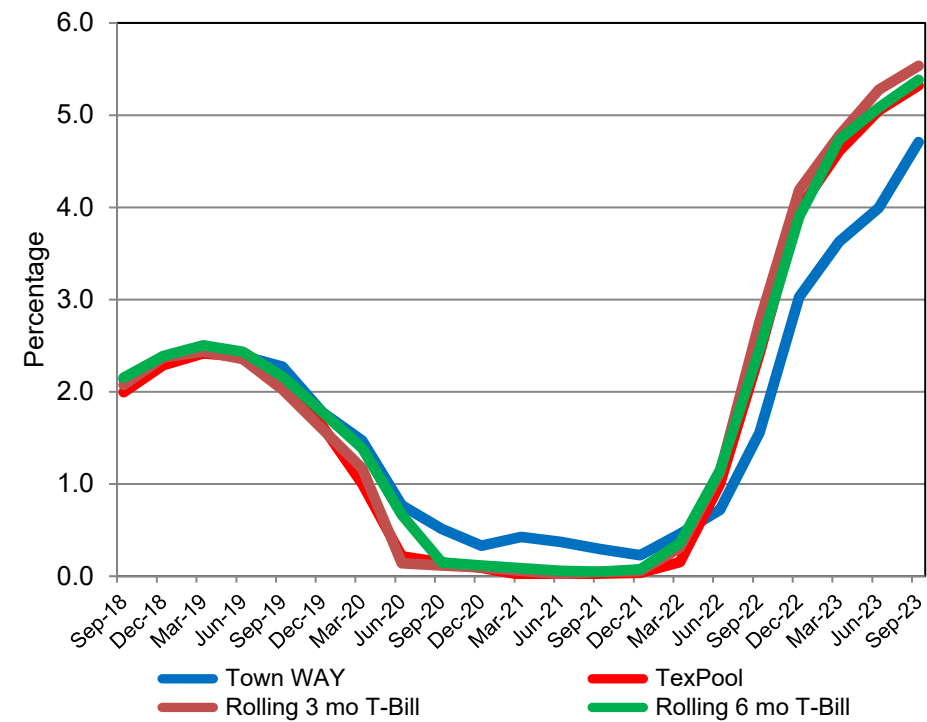
Composition - Prior Quarter



Total Portfolio (Millions)



Town Portfolio Performance



Book and Market Value Comparison

Issuer/Description	Yield	Maturity Date	Book Value 06/30/23	Increases	Decreases	Book Value 09/30/23	Market Value 06/30/23	Change in Market Value	Market Value 09/30/23
Independent Financial DDA	2.78%	10/01/23	\$ 2,910,906	\$ 8,315,177	\$ —	\$ 11,226,083	\$ 2,910,906	\$ 8,315,177	\$ 11,226,083
Independent Financial DDA #2	5.64%	10/01/23	7,685,319	—	(7,672,012)	13,307	7,685,319	(7,672,012)	13,307
Independent Financial DDA #3	5.64%	10/01/23	6,097,571	6,502,597	—	12,600,169	6,097,571	6,502,597	12,600,169
NexBank MMA	5.55%	10/01/23	5,233,852	72,562	—	5,306,415	5,233,852	72,562	5,306,415
PlainsCapital Bank MMA	0.00%	10/01/23	250,000	—	—	250,000	250,000	—	250,000
PlainsCapital Bank ICS SWEEP MMF	1.85%	10/01/23	494,594	1,836,322	—	2,330,916	494,594	1,836,322	2,330,916
TexSTAR	5.31%	10/01/23	9,863,148	36,798,126	—	46,661,274	9,863,148	36,798,126	46,661,274
TexPool	5.32%	10/01/23	67,130,323	—	(18,125,496)	49,004,826	67,130,323	(18,125,496)	49,004,826
T-Note	0.36%	07/31/23	1,499,703	—	(1,499,703)	—	1,494,225	(1,494,225)	—
Veritex Community Bank CD	0.25%	08/23/23	10,043,781	—	(10,043,781)	—	10,043,781	(10,043,781)	—
Independent Financial CD	4.00%	09/04/23	10,296,436	—	(10,296,436)	—	10,296,436	(10,296,436)	—
Veritex Community Bank CD	0.25%	09/15/23	5,021,890	—	(5,021,890)	—	5,021,890	(5,021,890)	—
T-Note	0.43%	10/31/23	1,512,313	—	(9,210)	1,503,103	1,487,865	9,440	1,497,305
East West Bank CD	5.97%	12/14/23	—	5,013,524	—	5,013,524	—	5,013,524	5,013,524
T-Note	1.35%	02/29/24	5,033,734	—	(12,719)	5,021,015	4,900,800	39,435	4,940,235
FHLB	4.79%	03/08/24	9,997,096	1,058	—	9,998,155	9,951,100	16,000	9,967,100
East West Bank CD	5.88%	03/14/24	—	5,013,314	—	5,013,314	—	5,013,314	5,013,314
T-Note	1.87%	04/30/24	10,031,013	—	(9,355)	10,021,659	9,740,600	78,931	9,819,531
Independent Financial CD	5.39%	08/04/24	—	10,369,929	—	10,369,929	—	10,369,929	10,369,929
T-Note	1.48%	08/31/24	4,986,754	2,847	—	4,989,601	4,767,800	46,263	4,814,063
East West Bank CD	5.73%	09/16/24	—	5,012,987	—	5,012,987	—	5,012,987	5,012,987
FHLB	4.48%	10/03/24	10,000,000	—	—	10,000,000	9,885,600	14,372	9,899,972
TOTAL / AVERAGE	4.71%		\$ 168,088,435	\$ 78,938,444	\$(52,690,603)	\$ 194,336,276	\$ 167,255,811	\$ 26,485,137	\$ 193,740,948

Allocation

September 30, 2023

Book Value	Yield	Maturity Date	Total	Pooled Funds	Debt Service Fund
Independent Financial DDA	2.78%		\$ 11,226,083	\$ 11,226,083	
Independent Financial DDA #2	5.64%		13,307	13,307	
Independent Financial DDA #3	5.64%		12,600,169	12,600,169	
NexBank MMA	5.55%		5,306,415	5,306,415	
PlainsCapital Bank MMA	0.00%		250,000	250,000	
PlainsCapital Bank ICS SWEEP MMF	1.85%		2,330,916	2,330,916	
TexSTAR	5.31%		46,661,274	46,661,274	
TexPool	5.32%		49,004,826	47,676,988	\$ 1,327,838
T-Note	0.43%	10/31/23	1,503,103	1,503,103	
East West Bank CD	5.80%	12/14/23	5,013,524	5,013,524	
T-Note	1.35%	02/29/24	5,021,015	5,021,015	
FHLB	4.79%	03/08/24	9,998,155	9,998,155	
East West Bank CD	5.71%	03/14/24	5,013,314	5,013,314	
T-Note	1.87%	04/30/24	10,021,659	10,021,659	
Independent Financial CD	5.39%	08/04/24	10,369,929	10,369,929	
T-Note	1.48%	08/31/24	4,989,601	4,989,601	
East West Bank CD	5.57%	09/16/24	5,012,987	5,012,987	
FHLB	4.48%	10/03/24	10,000,000	10,000,000	
Totals			\$ 194,336,276	\$ 193,008,438	\$ 1,327,838

Allocation

June 30, 2023

Book Value	Yield	Maturity Date	Total	Pooled Funds	Debt Service Fund
Independent Financial DDA	2.53%		\$ 2,910,906	\$ 2,910,906	
Independent Financial DDA #2	5.38%		\$ 7,685,319	7,685,319	
Independent Financial DDA #3	5.38%		\$ 6,097,571	6,097,571	
NexBank MMA	5.30%		\$ 5,233,852	5,233,852	
PlainsCapital Bank MMA	0.00%		\$ 250,000	250,000	
PlainsCapital Bank ICS SWEEP MMF	1.85%		\$ 494,594	494,594	
TexSTAR	5.08%		\$ 9,863,148	9,863,148	
TexPool	5.05%		\$ 67,130,323	62,898,861	4,231,462
T-Note	0.36%	07/31/23	\$ 1,499,703	1,499,703	
Veritex Community Bank CD	0.25%	08/23/23	\$ 10,043,781	10,043,781	
Independent Financial CD	4.00%	09/04/23	\$ 10,296,436	10,296,436	
Veritex Community Bank CD	0.25%	09/15/23	\$ 5,021,890	5,021,890	
T-Note	0.43%	10/31/23	\$ 1,512,313	1,512,313	
T-Note	1.35%	02/29/24	\$ 5,033,734	5,033,734	
FHLB	4.79%	03/08/24	\$ 9,997,096	9,997,096	
T-Note	1.87%	04/30/24	\$ 10,031,013	10,031,013	
T-Note	1.48%	08/31/24	\$ 4,986,754	4,986,754	
FHLB	4.48%	10/03/24	\$ 10,000,000	10,000,000	
Totals			\$ 168,088,435	\$ 163,856,973	\$ 4,231,462

Town of Prosper, Texas
September 30, 2023 Quarterly Investment Report Investment Strategy Addendum

As noted in the Economic Overview, the FOMC has tightened 525 basis points in the since early 2022 and as anticipated, tightened an additional 25 basis points on July 26, 2023 resulting in a Fed Funds target of 5.25%-5.50%. 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 may 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.



FINANCE

To: Mayor and Town Council

From: Robert B. Scott, Deputy Town Manager

Through: Mario Canizares, Town Manager

Re: Town Investment Policy

Town Council Meeting – November 14, 2023

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

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

Description of Agenda Item:

In March 2006, the Prosper Town Council adopted an Investment Policy for the Town and PEDC. This policy was last reviewed, revised, or adopted in September 2022. The Town's investment program and investment strategy remain the same under the policy and there are no changes to the allowed investments, investment maturity limits or staff responsibilities for Town investments. The only notable change to the policy in the current period is to remove the Accounting Manager as an authorized investment officer of the Town. The attached redline version highlights proposed changes.

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

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. Investment Policy redline version.
3. Investment Policy clean version

Town Staff Recommendation:

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

Proposed Motion:

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

TOWN OF PROSPER, TEXAS

RESOLUTION NO. 2023-XX

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

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

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

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

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

SECTION 1

The Prosper Town Council hereby confirms that it has reviewed the Town of Prosper and Prosper Economic Development Corporation Investment Policy and Investment Strategy and adopts the Investment Policy dated November 14, 2023, attached hereto as Exhibit "A".

SECTION 2

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

DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 14th DAY OF NOVEMBER, 2023.

APPROVED:

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney



TOWN OF PROSPER, TEXAS

and

PROSPER ECONOMIC DEVELOPMENT CORPORATION

INVESTMENT POLICY

November 14, 2023

INVESTMENT POLICY

Table of Contents

PREFACE	5
<hr/>	
I. PURPOSE	6-7
<hr/>	
A. FORMAL ADOPTION	6
B. SCOPE	6
C. REVIEW AND AMENDMENT	7
D. INVESTMENT STRATEGY	7
 II. INVESTMENT OBJECTIVES	 7-8
<hr/>	
A. SAFETY OF PRINCIPAL	7
B. MAINTENANCE OF ADEQUATE LIQUIDITY	7
C. PUBLIC TRUST	7
D. YIELD	8
 III. INVESTMENT POLICIES	 8-20
<hr/>	
A. AUTHORIZED INVESTMENTS	8
B. PROTECTION OF PRINCIPAL	13
C. INVESTMENT ADVISERS AND SECURITIES DEALERS	16
D. RESPONSIBILITY AND CONTROL	17
 IV. INVESTMENT STRATEGY STATEMENT	 19-23
<hr/>	
A. GENERAL, ENTERPRISE, AND OPERATING-TYPE FUNDS	20
B. CAPITAL PROJECT AND SPECIAL PURPOSE FUNDS	21
C. DEBT SERVICE FUNDS	22
 APPENDIX “A” – GLOSSARY OF TERMS	 24-28
<hr/>	
APPENDIX “B” – TOWN OF PROSPER AUTHORIZED BROKER/DEALER LIST	
<hr/>	
APPENDIX “C” – RESOLUTION FOR ADOPTION OF INVESTMENT POLICY	
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APPENDIX “D” – PUBLIC FUNDS INVESTMENT ACT	
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PREFACE

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

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

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

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

I. PURPOSE

A. Formal Adoption

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

B. Scope

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

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

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

This Policy establishes guidelines for:

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

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

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

C. Review and Amendment

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

D. Investment Strategy

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

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

II. INVESTMENT OBJECTIVES

A. Safety of Principal

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

B. Maintenance of Adequate Liquidity

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

C. Public Trust

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

D. Yield

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

III. INVESTMENT POLICIES

A. Authorized Investments

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

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

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

2. Financial Institution Deposits (Section 2256.010).

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

b. In addition to the authority to invest funds in certificates of deposit under Subsection “a”, an investment in certificates of deposit made in accordance with the following conditions is an authorized investment:

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

3. Mutual Funds (2256.014).

- a.** A no-load money market mutual fund is an authorized investment under this subchapter if the mutual fund:
1. Is registered with and regulated by the Securities and Exchange Commission;
 2. Provides PROSPER with a prospectus and other information required by the Securities Exchange Act of 1934 (15 U.S.C. Section 78a et seq.) or the Investment Company Act of 1940 (15 U.S.C. Section 80a-1 et seq.); and

3. Includes in its investment objectives the maintenance of a stable net asset value of \$1.0000 for each share.
- b.** In addition to a no-load money market mutual fund permitted as an authorized investment in Subsection (a), a no-load mutual fund is an authorized investment under this subchapter if the mutual fund:
1. Is registered with the Securities and Exchange Commission;
 2. Has an average weighted maturity of less than two years;
 3. Either:
 - (a) Has a duration of one year or more and is invested exclusively in obligations approved by this subchapter; or
 4. Has a duration of less than one year and the investment portfolio is limited to investment grade securities, excluding asset-backed securities.
- c.** PROSPER is not authorized by this section to:
1. Invest in the aggregate more than 15 percent of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, in mutual funds described in Subsection (b);
 2. Invest any portion of bond proceeds, reserves and funds held for debt service, in mutual funds described in Subsection (b); or
 3. Invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one mutual fund described in Subsection (a) or (b) in an amount that exceeds 10 percent of the total assets of the mutual fund.
- 4. Local Government Investment Pools (2256.016).** Eligible investment pools organized and operating in compliance with PFIA described in section 2256.016 and 2256.019, have been authorized by the Town's Council, whose investment philosophy and strategy include seeking to maintain a stable net asset value of \$1.00 per share, and are consistent with this Policy and PROSPER's ongoing investment strategy.
- 5. Commercial Paper (2256.013).** Commercial paper is an authorized investment under this policy if the commercial paper:

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

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

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

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

7. Guaranteed Investment Contracts (2256.015).

- a. A guaranteed investment contract is an authorized investment for bond proceeds under this subchapter if the guaranteed investment contract:
 - 1. Has a defined termination date;
 - 2. Is secured by obligations described by Section 2256.009(a)(1), excluding those obligations described by Section 2256.009(b), in an amount at least equal to the amount of bond proceeds invested under the contract; and
 - 3. Is pledged to PROSPER and deposited with the Town or with a third party selected and approved by the Town.
- b. Bond proceeds, other than bond proceeds representing reserves and funds maintained for debt service purposes, may not be invested under this subchapter in a guaranteed investment contract with a term of longer than five years from the date of issuance of the bonds.
- c. To be eligible as an authorized investment:
 - 1. The governing body of the Town must specifically authorize guaranteed investment contracts as an eligible investment in the order, ordinance, or resolution authorizing the issuance of bonds;
 - 2. The Town must receive bids from at least three separate providers with no material financial interest in the bonds from which proceeds were received;
 - 3. The Town must purchase the highest yielding guaranteed investment contract for which a qualifying bid is received;
 - 4. The price of the guaranteed investment contract must take into account the reasonably expected drawdown schedule for the bond proceeds to be invested; and
 - 5. The provider must certify the administrative costs reasonably expected to be paid to third parties in connection with the guaranteed investment contract.

B. Protection of Principal

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

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

1. Diversification by Investment Type

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

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

2. Diversification by Investment Maturity

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

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

3. Ensuring Liquidity

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

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

4. Depository Agreements

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

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

a. Allowable Collateral

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

b. Collateral Levels

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

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

c. Monitoring Collateral Adequacy

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

d. Additional Collateral

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

e. Security Substitution

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

5. Safekeeping

a. Safekeeping Agreement

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

b. Safekeeping of Deposit Collateral

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

C. Investment Advisers and Securities Dealers

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

1. Selection of Investment Advisers

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

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

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

2. Selection of Authorized Securities Dealers

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

a. Eligibility

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

b. Competitive Environment

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

3. Policy Certification

All local government investment pools and discretionary investment management firms (business organizations) offering to engage in an investment transaction with PROSPER will be required to acknowledge in writing that the firm has received and reviewed PROSPER's Investment Policy. This Certification also acknowledges that the business organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between PROSPER and the organization that are not authorized by PROSPER's investment policy, except to the extent that this

authorization is dependent on an analysis of the makeup of PROSPER's entire portfolio, requires an interpretation of subjective investment standards, or relates to investment transactions of PROSPER that are not made through accounts or other contractual arrangements over which the business organization has accepted discretionary investment authority, as required by PFIA.

D. Responsibility and Control

1. Authority to Invest

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

2. Prudent Investment Management

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

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

3. Standard of Care

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

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

4. Standards of Ethics

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

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

5. Establishment of Internal Controls

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

6. Reporting

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

- a. Describe in detail the investment position of PROSPER,
- b. Contain a summary statement, prepared in compliance with generally accepted accounting principles, of each pooled fund group that states the:

1. beginning market value of the reporting period;
 2. ending market value for the period; and
 3. fully accrued interest for the reporting period;
- c. State the book value and market value of each separately invested asset at the end of the reporting period by the type of asset and fund type invested;
 - d. State the maturity date of each separately invested asset that has a maturity date;
 - e. State the account or fund or pooled group fund for which each individual investment was acquired; and
 - f. State the compliance of the investment portfolio with PROSPER's Investment Policy, strategy, and PFIA.

In defining market value, sources independent of the investment provider will determine valuations and consideration will be given to GASB Statement No. 31. PROSPER, in conjunction with its annual financial audit, shall perform a compliance audit of the management controls on investments and adherence to PROSPER's Investment Policy. If PROSPER invests in other than money market mutual funds, investment pools or accounts offered by its depository bank in the form of certificates of deposits, or money market accounts or similar accounts, the reports prepared by the Investment Officers shall be formally reviewed at least annually by an independent auditor, and the result of the review shall be reported to the ENTITY's governing body by that auditor.

7. Training

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

- a. The Investment Officers shall:
 1. attend at least 10 hours of training relating to the Investment Officers' responsibilities within 12 months after taking office or assuming duties; and

2. attend an investment training session not less than once in a two-year period that begins on the first day of the Town's fiscal year and consists of the two consecutive fiscal years after that date and receive not less than 8 hours of instruction relating to investment responsibilities under this subchapter.
- b. Training under this section must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio and compliance with PFIA.

IV. INVESTMENT STRATEGY STATEMENT

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

A. General, Enterprise, or Operating-type Funds

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

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

- f. **Yield** - Attaining a competitive market yield for comparable security-types and portfolio restrictions is the desired objective. The yield of an equally weighted, rolling three-month Treasury-Bill portfolio will be the minimum yield objective.

B. Capital Project Funds and Special Purpose Funds

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

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

C. Debt Service Funds

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

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

Appendix “A”

Glossary of Cash Management Terms

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

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

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

Agency – See Federal Agency.

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

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

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

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

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

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

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

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

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

Collateralization – Process by which a borrower pledges securities, property, or other obligations for the purpose of securing the repayment of a loan, deposit and/or security.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Interest Rate – See “Coupon Rate.”

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Appendix “B”

Town of Prosper Authorized Broker/Dealer List

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



TOWN OF PROSPER, TEXAS

and

PROSPER ECONOMIC DEVELOPMENT CORPORATION

INVESTMENT POLICY

November 14, 2023

INVESTMENT POLICY

Table of Contents

PREFACE	5
<hr/>	
I. PURPOSE	6-7
<hr/>	
A. FORMAL ADOPTION	6
B. SCOPE	6
C. REVIEW AND AMENDMENT	7
D. INVESTMENT STRATEGY	7
 II. INVESTMENT OBJECTIVES	 7-8
<hr/>	
A. SAFETY OF PRINCIPAL	7
B. MAINTENANCE OF ADEQUATE LIQUIDITY	7
C. PUBLIC TRUST	7
D. YIELD	8
 III. INVESTMENT POLICIES	 8-20
<hr/>	
A. AUTHORIZED INVESTMENTS	8
B. PROTECTION OF PRINCIPAL	13
C. INVESTMENT ADVISERS AND SECURITIES DEALERS	16
D. RESPONSIBILITY AND CONTROL	17
 IV. INVESTMENT STRATEGY STATEMENT	 19-23
<hr/>	
A. GENERAL, ENTERPRISE, AND OPERATING-TYPE FUNDS	20
B. CAPITAL PROJECT AND SPECIAL PURPOSE FUNDS	21
C. DEBT SERVICE FUNDS	22
 APPENDIX “A” – GLOSSARY OF TERMS	 24-28
<hr/>	
APPENDIX “B” – TOWN OF PROSPER AUTHORIZED BROKER/DEALER LIST	
<hr/>	
APPENDIX “C” – RESOLUTION FOR ADOPTION OF INVESTMENT POLICY	
<hr/>	
APPENDIX “D” – PUBLIC FUNDS INVESTMENT ACT	
<hr/>	

PREFACE

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

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

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

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

I. PURPOSE

A. Formal Adoption

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

B. Scope

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

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

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

This Policy establishes guidelines for:

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

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

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

C. Review and Amendment

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

D. Investment Strategy

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

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

II. INVESTMENT OBJECTIVES

A. Safety of Principal

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

B. Maintenance of Adequate Liquidity

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

C. Public Trust

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

D. Yield

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

III. INVESTMENT POLICIES

A. Authorized Investments

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

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

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

2. Financial Institution Deposits (Section 2256.010).

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

b. In addition to the authority to invest funds in certificates of deposit under Subsection “a”, an investment in certificates of deposit made in accordance with the following conditions is an authorized investment:

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

3. Mutual Funds (2256.014).

- a.** A no-load money market mutual fund is an authorized investment under this subchapter if the mutual fund:
1. Is registered with and regulated by the Securities and Exchange Commission;
 2. Provides PROSPER with a prospectus and other information required by the Securities Exchange Act of 1934 (15 U.S.C. Section 78a et seq.) or the Investment Company Act of 1940 (15 U.S.C. Section 80a-1 et seq.); and

3. Includes in its investment objectives the maintenance of a stable net asset value of \$1.0000 for each share.
- b.** In addition to a no-load money market mutual fund permitted as an authorized investment in Subsection (a), a no-load mutual fund is an authorized investment under this subchapter if the mutual fund:
1. Is registered with the Securities and Exchange Commission;
 2. Has an average weighted maturity of less than two years;
 3. Either:
 - (a) Has a duration of one year or more and is invested exclusively in obligations approved by this subchapter; or
 - (b) Has a duration of less than one year and the investment portfolio is limited to investment grade securities, excluding asset-backed securities.
- c.** PROSPER is not authorized by this section to:
1. Invest in the aggregate more than 15 percent of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, in mutual funds described in Subsection (b);
 2. Invest any portion of bond proceeds, reserves and funds held for debt service, in mutual funds described in Subsection (b); or
 3. Invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one mutual fund described in Subsection (a) or (b) in an amount that exceeds 10 percent of the total assets of the mutual fund.
- 4. Local Government Investment Pools (2256.016).** Eligible investment pools organized and operating in compliance with PFIA described in section 2256.016 and 2256.019, have been authorized by the Town's Council, whose investment philosophy and strategy include seeking to maintain a stable net asset value of \$1.00 per share, and are consistent with this Policy and PROSPER's ongoing investment strategy.
- 5. Commercial Paper (2256.013).** Commercial paper is an authorized investment under this policy if the commercial paper:

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

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

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

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

7. Guaranteed Investment Contracts (2256.015).

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

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

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

B. Protection of Principal

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

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

1. Diversification by Investment Type

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

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

2. Diversification by Investment Maturity

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

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

3. Ensuring Liquidity

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

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

4. Depository Agreements

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

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

a. Allowable Collateral

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

b. Collateral Levels

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

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

c. Monitoring Collateral Adequacy

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

d. Additional Collateral

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

e. Security Substitution

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

5. Safekeeping

a. Safekeeping Agreement

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

b. Safekeeping of Deposit Collateral

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

C. Investment Advisers and Securities Dealers

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

1. Selection of Investment Advisers

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

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

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

2. Selection of Authorized Securities Dealers

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

a. Eligibility

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

b. Competitive Environment

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

3. Policy Certification

All local government investment pools and discretionary investment management firms (business organizations) offering to engage in an investment transaction with PROSPER will be required to acknowledge in writing that the firm has received and reviewed PROSPER's Investment Policy. This Certification also acknowledges that the business organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between PROSPER and the organization that are not authorized by PROSPER's investment policy, except to the extent that this

authorization is dependent on an analysis of the makeup of PROSPER's entire portfolio, requires an interpretation of subjective investment standards, or relates to investment transactions of PROSPER that are not made through accounts or other contractual arrangements over which the business organization has accepted discretionary investment authority, as required by PFIA.

D. Responsibility and Control

1. Authority to Invest

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

2. Prudent Investment Management

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

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

3. Standard of Care

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

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

4. Standards of Ethics

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

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

5. Establishment of Internal Controls

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

6. Reporting

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

- a. Describe in detail the investment position of PROSPER,
- b. Contain a summary statement, prepared in compliance with generally accepted accounting principles, of each pooled fund group that states the:

1. beginning market value of the reporting period;
 2. ending market value for the period; and
 3. fully accrued interest for the reporting period;
- c. State the book value and market value of each separately invested asset at the end of the reporting period by the type of asset and fund type invested;
 - d. State the maturity date of each separately invested asset that has a maturity date;
 - e. State the account or fund or pooled group fund for which each individual investment was acquired; and
 - f. State the compliance of the investment portfolio with PROSPER's Investment Policy, strategy, and PFIA.

In defining market value, sources independent of the investment provider will determine valuations and consideration will be given to GASB Statement No. 31. PROSPER, in conjunction with its annual financial audit, shall perform a compliance audit of the management controls on investments and adherence to PROSPER's Investment Policy. If PROSPER invests in other than money market mutual funds, investment pools or accounts offered by its depository bank in the form of certificates of deposits, or money market accounts or similar accounts, the reports prepared by the Investment Officers shall be formally reviewed at least annually by an independent auditor, and the result of the review shall be reported to the ENTITY's governing body by that auditor.

7. Training

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

- a. The Investment Officers shall:
 1. attend at least 10 hours of training relating to the Investment Officers' responsibilities within 12 months after taking office or assuming duties; and

2. attend an investment training session not less than once in a two-year period that begins on the first day of the Town's fiscal year and consists of the two consecutive fiscal years after that date and receive not less than 8 hours of instruction relating to investment responsibilities under this subchapter.
- b. Training under this section must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio and compliance with PFIA.

IV. INVESTMENT STRATEGY STATEMENT

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

A. General, Enterprise, or Operating-type Funds

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

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

- f. **Yield** - Attaining a competitive market yield for comparable security-types and portfolio restrictions is the desired objective. The yield of an equally weighted, rolling three-month Treasury-Bill portfolio will be the minimum yield objective.

B. Capital Project Funds and Special Purpose Funds

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

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

C. Debt Service Funds

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

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

Appendix “A”

Glossary of Cash Management Terms

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

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

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

Agency – See Federal Agency.

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

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

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

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

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

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

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

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

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

Collateralization – Process by which a borrower pledges securities, property, or other obligations for the purpose of securing the repayment of a loan, deposit and/or security.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Interest Rate – See “Coupon Rate.”

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Appendix “B”

Town of Prosper Authorized Broker/Dealer List

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



FINANCE

To: Mayor and Town Council

From: Robert B. Scott, Deputy Town Manager

Through: Mario Canizares, Town Manager

Re: Investment Advisory Services

Town Council Meeting – November 14, 2023

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider authorizing the Town Manager to execute a six-month renewal of the Professional Services Agreement between Valley View Consulting, L.L.C., and the Town of Prosper, Texas, related to Investment Advisory services.

Description of Agenda Item:

The Town issued a Request for Proposal for Investment Advisory Services in 2020 ultimately awarding the contract to Valley View Consulting, LLC for a one-year term with up to four additional one-year renewals. The Public Funds Investment Act requires the governing board to approve investment advisors every two years. The Town renewed in November 2021 and 2022 for a one-year term. Staff is recommending the Council approve a six-month renewal. With the addition of professional staff during FY 2022 and 2023, the finance department feels that it has the capability to manage investments in-house. The six-month extension will allow staff to prepare for the transition while also completing the annual audit and implementation of the new ERP system, Tyler Munis. The Town's staff will still have full control over all investment purchases and investment decisions.

Budget Impact:

The six-month fee is projected to be approximately \$30,000, but the actual cost is dependent on the Town's total investment portfolio assets. These costs will be allocated to each Town Fund based on their annual interest earnings.

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. Proposed Professional Services Agreement

Town Staff Recommendation:

Town staff recommends that the Town Council authorize the Town Manager to execute a Professional Services Agreement between Valley View Consulting, L.L.C., and the Town of Prosper, Texas, related to Investment Advisory Services for a period of six months.

Proposed Motion:

I move to authorize the Town Manager to execute a Professional Services Agreement between Valley View Consulting, L.L.C., and the Town of Prosper, Texas, related to Investment Advisory Services.

**AGREEMENT
BY AND BETWEEN
THE TOWN OR PROSPER, TEXAS
AND
VALLEY VIEW CONSULTING, L.L.C.**

It is understood and agreed that the Town or Prosper (the *Investor*) will have money available for investment (the *Investable Funds*) and Valley View Consulting, L.L.C. (the *Advisor*) has been requested to provide professional services to the Investor with respect to the Investable Funds. This agreement (the *Agreement*) constitutes the understanding of the parties with regard to the subject matter hereof.

1. This Agreement shall apply to any and all Investable Funds of the Investor from time to time during the period in which this Agreement shall be effective.
2. The Advisor agrees to provide its professional services to direct and coordinate all programs of investing as may be considered and authorized by the Investor.
3. The Advisor agrees to perform the following duties, as requested:
 - a. Assist the Investor in developing cash flow projections,
 - b. Suggest appropriate investment strategies to achieve the Investor's objectives,
 - c. Advise the Investor on market conditions, general information and economic data,
 - d. Analyze risk/return relationships between various investment alternatives,
 - e. Attend occasional meetings as requested by the Investor,
 - f. Assist in the selection, purchase, and sale of investments. The Advisor shall not have discretionary investment authority over the Investable Funds and the Investor shall make all decisions regarding purchase and sale of investments. The eligible investments are listed in the Investor's Investment Policy,
 - g. Advise on the investment of bond funds as to provide the best possible rate of return to the Investor in a manner which is consistent with the proceedings of the Investor authorizing the investment of the bond funds or applicable federal rules and regulations,
 - h. Assist the Investor in creating investment reports in compliance with State legislation and the Investor's Investment Policy,
 - i. Assist the Investor in creating monthly portfolio accounting reports, and
 - j. Assist the Investor in selecting a primary depository services financial institution.

4. The Investor agrees to:

- a. Compensate the Advisor for any and all services rendered and expenses incurred as set forth in Appendix A attached hereto,
- b. Provide the Advisor with the schedule of estimated cash flow requirements related to the Investable Funds, and will promptly notify the Advisor as to any changes in such estimated cash flow projections,
- c. Allow the Advisor to rely upon all information regarding schedules, investment policies and strategies, restrictions, or other information regarding the Investable Funds as provided to it by the Investor and that the Advisor shall have no responsibility to verify, through audit or investigation, the accuracy or completeness of such information,
- d. Recognize that there is no assurance that recommended investments will be available or that such will be able to be purchased or sold at the price recommended by the Advisor, and
- e. Not require the Advisor to place any order on behalf of the Investor that is inconsistent with any recommendation given by the Advisor or the policies and regulations pertaining to the Investor.

5. In providing the investment services in this Agreement, it is agreed that the Advisor shall have no liability or responsibility for any loss or penalty resulting from any investment made or not made in accordance with the provisions of this Agreement, except that the Advisor shall be liable for its own gross negligence or willful misconduct; nor shall the Advisor be responsible for any loss incurred by reason of any act or omission of any broker, selected with reasonable care by the Advisor and approved by the Investor, or of the Investor's custodian. Furthermore, the Advisor shall not be liable for any investment made which causes the interest on the Investor's obligations to become included in the gross income of the owners thereof.

6. The fee due to the Advisor in providing services pursuant to this Agreement shall be calculated in accordance with Appendix A attached hereto, and shall become due and payable as specified. Any and all expenses for which the Advisor is entitled to reimbursement in accordance with Appendix A attached hereto shall become due and payable at the end of each calendar quarter in which such expenses are incurred.

7. This Agreement shall expire May 31, 2024 with the option of the Investor to extend the Agreement for additional six-month or one-year terms. Provided, however, the Investor or Advisor may terminate this Agreement upon thirty (30) days written notice to the other party. In the event of such termination, it is understood and agreed that only the amounts due to the Advisor for services provided and expenses incurred to and including the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement. In the event this Agreement is terminated, all investments and/or funds held by the Advisor shall be returned to the Investor as soon as practicable. In addition, the parties hereto agree that upon termination of this Agreement the Advisor shall have no continuing obligation to the Investor regarding the investment of funds or performing any other services contemplated herein.

8. The Advisor reserves the right to offer and perform these and other services for various other clients. The Investor agrees that the Advisor may give advice and take action with respect to any of its other clients, which may differ from advice given to the Investor. The Investor agrees to coordinate with and avoid undue demands upon the Advisor to prevent conflicts with the performance of the Advisor towards its other clients.

9. The Advisor shall not assign this Agreement without the express written consent of the Investor.

10. By initialing the appropriate line, Investor acknowledges that:

- 1) _____ Investor was provided a written copy of Form ADV Part 2 not less than 48 hours prior to entering into this written contract, or
- 2) _____ Investor received a written copy of Form ADV Part 2 at the time of entering into this contract and has the right to terminate this contract without penalty within five business days after entering into this contract.
- 3) X Investor is renewing an expiring contract and has received in the past, and offered annually, a written copy of Form ADV Part 2.

When accepted by the Investor, it, together with Appendix A attached hereto, will constitute the entire Agreement between the Investor and Advisor for the purposes and the consideration herein specified.

Respectfully submitted,



Richard G. Long, Jr.
Manager, Valley View Consulting, L.L.C.

This agreement is hereby agreed to and executed on behalf of the Town of Prosper, Texas.

By _____

Town of Prosper

Date: _____

APPENDIX A

FEE SCHEDULE AND EXPENSE ITEMS

In consideration for the services rendered by Advisor in connection with the investment of the Investable Funds for the Investor, it is understood and agreed that its fee will be a tiered annual fee equal to:

<u>Average Quarter End Book Value</u>	<u>Annual Fee</u>
First \$85 million	0.036% (3.6 basis points)
Next \$65 million (above \$85 million up to \$150 million)	0.030% (3 basis points)
Balances over \$150 million	0.020% (2 basis points)

In the event a flexible repurchase agreement or other similar investment option is utilized, the Advisor shall receive a normal and customary fee within the guidelines of the Internal Revenue Service, in lieu of the Agreement Fee.

Said fee includes all costs of services related to this Agreement, and all travel and business expenses related to attending regularly scheduled occasional meetings. With pre-trip Investor approval, the Advisor may also request reimbursement for special meeting or event travel and business expenses. The obligation of the Advisor to pay expenses shall not include any costs incident to litigation, mandamus action, test case or other similar legal actions.

Any other fees retained by the Advisor shall be disclosed to the Investor.



Town Manager's Office

To: Mayor and Town Council

From: Robert B. Scott, Deputy Town Manager

Through: Mario Canizares, Town Manager

Re: Addition of Chapter 21- Capital Projects Management Policy

Town Council Meeting – November 14, 2023

Agenda Item:

Consider approval of adding Chapter 21, Capital Projects Management Policy to the Town's Administrative Regulations.

Description of Agenda Item:

Rapid growth experienced by the Town has resulted in multiple long-term developer agreements and special financing vehicles, each different and unique from the others. Often the specific developer agreement is signed many years prior to required disbursement or receipt of funds. The attached policy is designed to raise awareness among relevant staff and to create basic processes to ensure proper accounting and management of these complex long-term capital arrangements. The need for and the basic tenants of the policy have been reviewed by both the Finance and CIP Sub-Committees of Council.

Budget Impact:

While there will not be specific dollar impacts, adherence to this policy will improve overall capital project budgeting and management.

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. Proposed Capital Projects Management Policy

Staff Recommendation:

Town Staff recommends the Town Council approve and add Chapter 21, Capital Projects Management Policy to the Town's Administrative Regulations.

Proposed Motion:

I move to approve and add Chapter 21, Capital Projects Management Policy to the Town's Administrative Regulations.

TOWN OF PROSPER ADMINISTRATIVE REGULATIONS

CHAPTER 21: CAPITAL PROJECTS MANAGEMENT POLICY

SECTION 21.01: PURPOSE AND OVERVIEW

This policy will help guide the Finance Department and affected staff in other departments to ensure the proper accounting for and management of large multi-year capital projects and related transactions whether for infrastructure, buildings or other improvements. The rapid growth experienced by the Town has resulted in on-going capital budgets that are much larger and much more complex than the Town's operating budgets. Complexity includes multiple types of purpose restrictions, multiple funding sources and vehicles each with its own statutory requirements, developer agreements that are different for every development and extended timelines that combined with staff turnover can create accounting gaps and lapses.

As a tax supported municipality, it is the responsibility of the Town to report capital activities in conformance with Generally Accepted Accounting Principles (GAAP) while also demonstrating compliance with all federal, state, debt related covenants and other contractual requirements.

SECTION 21.02 SCOPE

This policy applies to all capital projects constructed by the Town that are in excess of \$250,000 and accounted for in a capital project fund. This is regardless of funding source or sources. This policy is designed work with and complement related administrative policies including Chapter 9: Grant Management, Chapter 11: Purchasing, Chapter 15: Debt Management Policy, Chapter 16: Debt Post Issuance Policy, and Chapter 17: Financial Management Policy.

SECTION 21.03 ACCOUNTING, AUDITING AND FINANCIAL REPORTING

Accounting for capital projects will be in conformance with GAAP and Governmental Finance Officer Association (GFOA) Best Practices. Capital Project Funds will be used for both budgeting and for financial reporting. A separate capital project fund will be established for each major category of purpose restriction. Purpose restrictions will typically originate from the categories in bond referendums such as Parks, Public Safety and Streets or capital grants for a specific project. It is the responsibility of all Town departments to furnish finance upon signing, all agreements that are capital in nature. It will be the responsibility of the Finance Department to analyze upon receipt any capital contract or agreements for the proper accounting treatment

including the timing of recognition. Types of agreements include but are not limited to Developer Agreements, TIRZ Agreements, utility relocation reimbursements paid to the Town by other jurisdictions performing project within the Town, Grant agreements and payments to other jurisdictions constructing infrastructure in the Town. Finance will also maintain a list of all active capital related agreements that will be reviewed at year end for proper accounting treatment.

Per GAAP, payments to the Town by developers are not recorded as revenues until the payment is no longer refundable. This practice applies to standard developer escrow arrangements. Often, however, development agreements will allow developers to be reimbursed for infrastructure improvements they construct with the reimbursement being funded through Impact Fees paid by the home builders that bought the developer's lots. In this case, the Finance Department must work with Development Services (Building Inspections) so that all impact fees subject to developer commitments are recorded in a unique account as a restricted asset and related revenue. Impact fees paid in TIRZ zones may also have associated commitments with proper accounting treatment determined at the signing of the agreements and communicated to all affected departments.

Agreements with other government jurisdictions constructing roadways or other infrastructure within the Town will often require participation by the Town to obtain desired features whether aesthetic or functional or conversely provide reimbursement to the Town for utility or other relocations required to complete the project. These agreements are signed prior to project commencement but the payment to/from the other jurisdiction will not be made until project closeout several years later. It is important that the Town recognize the transaction in accordance with GAAP which often requires recognition prior to project closeout when the related payment is received or made.

Developer contributions of infrastructure must be recorded at cost or if not available, acquisition value (similar to estimated cost) upon donation which is normally final acceptance. Engineering Services must track all donated infrastructure throughout the year for submission to Finance.

Notes to the Financial Statements are an integral part of the financial statements and must be complete. The annual review of all active capital agreements should also include scrutiny as to whether additional note disclosure is required. The most common types of note disclosures that might be omitted are Commitment and Contingencies and Subsequent Events.

SECTION 21:4 BUDGETTING

Prospective Capital Projects are prioritized and recommended to full Council for approval by the Capital Improvement Plan Sub-Committee of Council. New projects are typically added once a year as part of the annual budget process through adoption of the capital project fund budgets. Budgets in the Capital Projects Fund are on a “project” basis and do not expire until the project is complete. It is the responsibility of Finance and all Town Departments that have a capital project to close projects as soon after completion of the project as practical. Any budget savings realized upon closing of an account will be reassigned to a contingency account in that fund.

Detailed capital project reports should be prepared throughout the year by the Finance Departments and provided to all Town departments that have an ongoing capital project. Using these reports, projects should be evaluated periodically both for adequacy and for potential surplus. At the point that either becomes reasonably certain, the budget should be adjusted with approval by the CIP Sub-Committee at their next meeting. When the project budget is adjusted, the contingency budget will be adjusted up or down as needed. In this way contingency will reflect balances available for appropriation.

SECTION 21.5

INTERNAL CONTROLS

Internal Control write-ups will incorporate the procedures included herein and any additional detail including account numbers and specific procedures to ensure consistent accounting treatment regardless of turnover.

The Town of Prosper Capital Project Management Policy was approved by Council action on xxx, 2023

Mario Canizares, Town Manager



TOWN SECRETARY

To: Mayor and Town Council

From: Michelle Lewis Sirianni, Town Secretary

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

Re: Collin County Appraisal District (CCAD) Board of Directors

Town Council Meeting – November 14, 2023

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon a resolution casting its votes for the Collin County Central Appraisal District Board of Directors (CCAD).

Description of Agenda Item:

Every two years, the Town Council may cast its vote(s) for member(s) of the Board of Directors of the Collin County Central Appraisal District. The Town Council may cast its votes (45 of 5,000) for one candidate or distribute the votes among any number of the candidates listed. Due to having less than 1% of the vote, staff would encourage the Town Council to place all 45 votes to one candidate. There is also no provision for write-in candidates, therefore, the chief appraiser may not count votes for someone not listed on the official ballot.

In 2021, the Town Council cast all votes for Brian Mantzey. This year was the first year that the Town Council submitted a ballot. Therefore, staff has no other historical background related to the item.

This year's candidates include Dan Bollner (Frisco), David Gensler (St. Paul), Richard "Rick" Grady (Plano), Michelle Howarth (Sachse), Ronald L. Kelley (Plano), Brian Mantzey (McKinney), Clint Pruett (McKinney), Scott Sperling (Fairview), Charles Weis (Parker), Richard Williams (Parker), and Veronica Yost (Allen).

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. Official Ballot
3. Board of Directors Nomination List

Town Staff Recommendation:

Town Staff recommends that the Town Council approve a resolution casting its votes to Brian Mantzey for the Collin Central Appraisal District Board of Directors (CCAD).

Proposed Motion:

I move to approve a resolution casting votes to Brian Mantzey for the Collin Central Appraisal District Board of Director's (CCAD).

TOWN OF PROSPER, TEXAS

RESOLUTION NO. 2023-74

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS,
CASTING ITS VOTE FOR THE BOARD OF DIRECTORS OF THE COLLIN CENTRAL
APPRAISAL DISTRICT; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Town of Prosper is a member of the Collin Central Appraisal District; and

WHEREAS, as a member of such organization, Prosper is entitled to nominate and vote on nominees for the Board of Directors; and

WHEREAS, the Town of Prosper has forty-five (45) votes to cast regarding the election of the Board of Directors; and

WHEREAS, the Town of Prosper does hereby cast its vote(s) by marking the ballot below:

_____	Dan Bollner
_____	Dan Gensler
_____	Richard "Rick" Grady
_____	Michelle Howarth
_____	Ronald L. Kelley
<u>45</u>	Brian Mantzey
_____	Clint Pruett
_____	Scott Sperling
_____	Charles Weis
_____	Richard Williams
_____	Veronica Yost

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

SECTION 1

That the Council of the Town of Prosper, Texas does hereby confirm its forty-five (45) votes for the election of the Board of Directors of the Collin County Central Appraisal District.

SECTION 2

That this resolution shall become effective immediately upon approval.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER,
TEXAS, THIS 14TH DAY OF NOVEMBER, 2023.

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrance S. Welch, Town Attorney



Collin Central Appraisal District

OFFICIAL BALLOT

ISSUED TO: **Town of Prosper**

NUMBER OF VOTES: **45**

FOR: **BOARD OF DIRECTORS, COLLIN CENTRAL APPRAISAL DISTRICT, ONE-YEAR TERM
BEGINNING JANUARY 1, 2024.**

NOMINEES	VOTES
<i>DAN BOLLNER</i>	
<i>DAVID GENSLER</i>	
<i>RICHARD "RICK" GRADY</i>	
<i>MICHELLE HOWARTH</i>	
<i>RONALD L. KELLEY</i>	
<i>BRIAN MANTZEY</i>	
<i>CLINT PRUETT</i>	
<i>SCOTT SPERLING</i>	
<i>CHARLES WEIS</i>	
<i>RICHARD WILLIAMS</i>	
<i>VERONICA YOST</i>	

October 18, 2023

Marty Wright, Chief Appraiser

Section 6.03 (g) of the State Property Tax Code requires the above action be taken by resolution, therefore, please attach a copy of the resolution to this ballot and return to the chief appraiser, at 250 Eldorado Pkwy., McKinney, Texas 75069, before December 15, 2023, **except taxing units with 250 or more votes.**



Collin Central Appraisal District

2024 - 2025
COLLIN CENTRAL APPRAISAL DISTRICT
BOARD OF DIRECTOR'S NOMINATIONS

DAN BOLLNER	Nominated by the City of Frisco. Resides in Frisco, TX.
DAVID GENSLER	Nominated by the Town of Saint Paul. Resides in Saint Paul, TX
RICHARD "RICK" GRADY	Nominated by the City of Plano and Plano ISD. Resides in Plano, TX.
MICHELLE HOWARTH	Nominated by the City of Sachse. Resides in Sachse, TX.
RONALD L. KELLEY	Nominated by Plano ISD. Resides in Plano, TX. Current Board member.
BRIAN MANTZEY	Nominated by the City of McKinney. Resides in McKinney, TX. Current Board member.
CLINT PRUETT	Nominated by Collin County. Resides in McKinney, TX.
SCOTT SPERLING	Nominated by the City of Lucas. Resides in Fairview, TX.
CHARLES WEIS	Nominated by the City of Parker. Resides in Parker, TX.
RICHARD WILLIAMS	Nominated by the City of Parker. Resides in Parker, TX.
VERONICA YOST	Nominated by the City of Allen and Allen ISD. Resides in Allen, TX.



TOWN SECRETARY

To: Mayor and Town Council

From: Michelle Lewis Sirianni, Town Secretary

Through: Mario Canizares, Town Manager
Bob Scott, Deputy Town Manager
Robyn Battle, Executive Director

Re: Denton County Appraisal District (DCAD) Board of Directors

Town Council Meeting – November 14, 2023

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon a resolution casting its votes for the Denton County Central Appraisal District Board of Directors (DCAD).

Description of Agenda Item:

Every two years, the Town Council may cast its vote for the election of the Board of Directors of the Denton County Central Appraisal District (DCAD). The Town Council may cast its votes (15 of 5,000) for one candidate or distribute the votes among any number of the candidates listed. Due to having less than 1% of the vote, staff would encourage the Town Council to place all 15 votes to one candidate. There is also no provision for write-in candidates, therefore, the chief appraiser may not count votes for someone not listed on the official ballot.

In 2021, the Town Council did not cast a vote to DCAD. Therefore, this year would be the first year that the Town Council submits a ballot. Town staff has no other historical background related to the item.

This year's candidates include Roy Atwood, Alex Buck, Vicki Byrd, Jared Eutsler, David Johnson, Alicia McKinley, Ann Pomykal, Charles Stafford, and David Terre.

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. DCAD Candidate List

Town Staff Recommendation:

Town Staff recommends that the Town Council approve a resolution casting its votes to David Johnson for the Denton Central Appraisal District Board of Directors (DCAD).

Proposed Motion:

I move to approve a resolution casting votes to David Johnson for the Denton Central Appraisal District Board of Director's (DCAD).

TOWN OF PROSPER, TEXAS

RESOLUTION NO. 2023-75

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS,
CASTING ITS VOTES FOR THE BOARD OF DIRECTORS OF THE DENTON CENTRAL
APPRAISAL DISTRICT; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Town of Prosper is a member of the Denton Central Appraisal District; and

WHEREAS, as a member of such organization, Prosper is entitled to nominate and vote on nominees for the Board of Directors; and

WHEREAS, the Town of Prosper has fifteen (15) votes to cast regarding the election of the Board of Directors; and

WHEREAS, the Town of Prosper does hereby cast its vote by marking the ballot below:

_____	Roy Atwood
_____	Alex Buck
_____	Vicki Byrd
_____	Jared Eutsler
<u>15</u>	David Johnson
_____	Alicia McKinley
_____	Ann Pomykal
_____	Charles Stafford
_____	David Terre

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

SECTION 1

That the Council of the Town of Prosper, Texas does hereby confirm its fifteen (15) votes for the election of the Board of Directors of the Denton County Central Appraisal District.

SECTION 2

That this resolution shall become effective immediately upon approval.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER,
TEXAS, THIS 14TH DAY OF NOVEMBER, 2023.

David F. Bristol, Mayor

ATTEST:


Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrance S. Welch, Town Attorney



Denton Central Appraisal District
3911 Morse Street
Denton, TX 76208

(940) 349-3800
 www.dentoncad.com

TO: All Taxing Jurisdictions
FROM: Don Spencer, Chief Appraiser
DATE: October 28, 2023
SUBJECT: Candidates to the Denton CAD Board of Directors

Candidates to the Denton Central Appraisal District Board of Directors are listed below. The list is in alphabetical order by last name.

Each voting unit must cast its vote by **written resolution** and submit it to the Chief Appraiser before December 15th. The unit may cast all its votes for one candidate or may distribute the votes among any number of candidates. When a voting unit casts its votes, it must cast the votes for a person that was nominated and is named on the ballot. There is no provision for write-in candidates. The Tax Code does not permit the Chief Appraiser to count votes cast for someone not listed on the official ballot. The five nominees receiving the most votes will become the Denton CAD Board of Directors.

The candidates nominated by the taxing jurisdictions are:

<u>Candidate</u>	<u>Nominating Jurisdiction</u>
1. Roy Atwood	Lewisville ISD, City of Carrollton
2. Alex Buck	City of Denton, Lewisville ISD, City of Highland Village, Denton County, City of Lewisville
3. Vicki Byrd	City of Denton
4. Jared Eutsler	City of Corinth
5. David Johnson	Denton County
6. Alicia McKinley	Lake Dallas ISD
7. Ann Pomykal	City of Denton, Lewisville ISD, City of Lewisville, Denton County
8. Charles Stafford	Denton ISD
9. David Terre	City of Frisco, City of The Colony

Accompanying this document, you will find Bio Sheets and additional information provided by the nominees. Please take the time to familiarize yourself with the nominees and their qualifications before casting your vote.

Since some of you may not be familiar with the process of selecting the Board, please do not hesitate to contact Misty Baptiste at (940) 349-3977 or misty.baptiste@dentoncad.com for clarification and/or information.



INFORMATION TECHNOLOGY

To: Mayor and Town Council

From: Leigh Johnson, Director of Information Technology

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

Re: Annual Software Assurance

Town Council Meeting – November 14, 2023

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon approving the annual software assurance of the Town's computer aided dispatch and record management systems for Public Safety, from Integrated Computer Systems, Inc., a sole source provider.

Description of Agenda Item:

On or about May 26, 2009, the Town Council approved Resolution No. 09-065 to execute a service agreement between the Town and Integrated Computer Systems, Inc., for the purpose of providing computer aided dispatch and record management systems, in order to provide effective and efficient dispatch services to residents.

This contract auto-renews on October 1 of each year upon payment of the invoice. This purchase falls within the definition of a procurement that is available from only one source (Chapter 252 of the Local Government Code) and is exempt from competitive bidding requirements. Integrated Computer Systems, Inc., is the sole manufacturer and provider of their specialized hardware and software products.

Budget Impact:

The amount of this renewal is \$112,812.33. This is a budgeted item and will be funded from Information Technology account 100-5419-10-05 (IT Licenses). Subsequent annual expenditures will be subject to appropriations granted in future fiscal years.

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. Annual Renewal Invoice

Town Staff Recommendation:

Town staff recommends approval the annual software assurance of the Town's computer aided dispatch and record management systems for Public Safety, from Integrated Computer Systems, Inc., a sole source provider.

Proposed Motion:

I move to approve the annual software assurance of the Town's computer aided dispatch and record management systems for Public Safety, from Integrated Computer Systems, Inc., a sole source provider.

**Integrated Computer Systems**

7300 SH 121, Suite 470
McKinney, TX 75070
214.544.0022

INVOICE Item 14.

Invoice No.	Due Date
ICS12592	10/1/2023

Bill To:

Town of Prosper
Attn: Accounts Payable
P.O. Box 307
Prosper, TX 75078

Contact/Location:

Prosper Police Dept.
Roxanna Johnson
PO Box 307
Prosper, TX 75078

972.569.1017

accounts_payable@prospertx.gov

Roxanna_Johnson@prospertx.gov

ANNUAL SOFTWARE ASSURANCE 2023/24

Period Covered	P.O. Number	Consultant E-mail	Terms
10/1/2023 - 9/30/2024		kyle@icspublicsafety.com	Net 30

Product Number and Description		Qty	Amount
SAP-CAD	Renewal for three (3) CAD software licenses including advanced maps, paging, ProQA, 911, and TLETS.	1	\$11,288.05
SAP-LAW	Renewal for twenty (20) Law records licenses for arrest, incident, calls for service, and master indexes. One (1) license for alarm maintenance and one (1) for property room.	1	\$14,538.65
SAP-MDC	Renewal for twenty-one (21) MDC software licenses with advanced mapping for police (12), fire (8), and courts (1).	1	\$29,250.42
SAP-INT	Renewal for Gateway and Interface licenses for Emerigidata and USDD	1	\$11,704.10
SAP-INT	Renewal for Brazos interface license for handhelds	1	\$2,662.95
CAD-STAT-WEB	(5) Web-based status monitor licenses for the display of resources and calls.	1	\$422.07
SAP-INT	PRO-QA Medical Interface	1	\$253.24
SAP-CAD	Renewal to allow the setup, test and maintenance of geofiles, running orders, units, and other tables, for the efficient use of CAD.	1	\$422.07

Additional purcha SAP for Add-on purchases Invoice ICS12310:

SAP-CAD	Software Assurance Program Renewal for CAD (1 CAD)	1	\$2,781.00
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Upon approval by your agency, this document will become a SOFTWARE LICENSE ADDENDUM to the original agreemnt entered into by and between Integrated Computer Systems Inc., located at 7300 SH 121, Suite 470, McKinney, Texas 75070, hereafter referred to as ICS; and your agency hereinafter referred to as LICENSEE. ICS and LICENSEE have previously entered into an agreement entitled "GENERAL TERMS AND CONDITIONS" hereinafter referred to as the Agreement. Pursuant to the Agreement, incorporated herein by reference for all purposes, and the terms and conditions of this Addendum, LICENSEE agrees to License the itemized software products from ICS.

Product Number and Description		Qty	Amount
SAP-MDC	Software Assurance Program Renewal for Mobile Data Clients (11 MDC)	1	\$25,705.71
SAP-LAW	Software Assurance Program Renewal for Law records (3 LAW)	1	\$5,736.07
Additional purcha SAP for Add-on purchases Invoice ICSI2488:			
SAP-MDC	Software Assurance Program Renewal for Mobile Data Clients (4 MDC) and Law Licenses (4 LAW)	1	\$6,048.00
Additional purcha SAP for Add-on purchases Invoice ICSI2506:			
SAP-LAW	Software Assurance Program Renewal for K-9 and Drone modules	1	\$2,000.00
Amount Due			\$112,812.33

Item 14.



INFORMATION TECHNOLOGY

To: Mayor and Town Council

From: Leigh Johnson, Director of Information Technology

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

Re: Annual Hardware Purchase Approval

Town Council Meeting – November 14, 2023

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon approval of various annual maintenance, repair, and operational purchases for the Information Technology Department during FY 2024.

Description of Agenda Item:

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

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

Each purchase order requested meets all aspects of State purchasing laws as well as Town purchasing procedures. At this time, the Information Technology Department is requesting approval of the following items:

Cooperative	Description	Vendor	Amount
DIR-TSO-4092	Software license renewals and various hardware	SHI	\$250,000.00
DIR-TSO-3763	Dell computer and network hardware	Dell/SHI	\$165,000.00
Omnia # MA3457	Incidental items for IT and other departments	Amazon	\$125,000.00

Budget Impact:

Funding is available through the FY 2024 operating budget.

Attached Documents:

1. SHI Government Solutions Contract Information
2. Dell Government Solutions Contract Information
3. Omnia Partners Contract Information

Town Staff Recommendation:

Town Staff recommends approval of various annual maintenance, repair, and operational purchases for the Information Technology Department during FY 2024.

Proposed Motion:

I move to approve various annual maintenance, repair, and operational purchases for the Information Technology Department during FY 2024.

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

Contract Number

DIR-TSO-4092Contract Term Date: **02/21/24** ⓘContract Expiration Date: **02/21/24** ⓘ

Vendor Information

**SHI Government
Solutions, Inc.****VENDOR CONTACT:**[TX SHI Team](#) ↗

Phone: (800) 870-6079

Fax: (512) 732-0232

[Vendor Website](#) ↗**DIR CONTACT:**[Airy Luangaphay](#) ↗Vendor ID: **1223695478500**HUB Type: **Asian Pacific American****Female** ⓘRFO: **DIR-TSO-TMP-404**Contract Status: **Active**

Contract Overview

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

Contract Details & Ordering Information

Products & Services

[Commodity Codes](#)[Brands](#)[Contract Documents](#)[How to Order](#)[Resellers](#)

Products & Services

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

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

MORE INFORMATION[Vendor Website](#) ↗

Getting Started

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

1

Learn about the ways to [buy through DIR](#), [eligibility](#), and [tips for finding what you need](#).

2

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

3

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

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Texas Department of
Information Resources

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512-475-4700

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Contract Number

DIR-TSO-3763Contract Term Date: **01/10/24** ⓘContract Expiration Date: **01/10/24** ⓘ

Vendor Information

Dell Marketing LPVendor ID: **1742616805400**HUB Type: **Non HUB** ⓘRFO: **DIR-TSO-TMP-251**Contract Status: **Active****VENDOR CONTACT:**[Cristian Perez](#) ↗Phone: [\(512\) 368-7916](#)[Vendor Website](#) ↗**DIR CONTACT:**[Tiffanay Waller](#) ↗Phone: [\(512\) 475-4962](#)

Contract Overview

This contract offers Dell branded computers, laptops, tablets, servers, printers, peripherals and other technology products and services through this contract. Dell offers their entire product catalog through this contract. Contracts may be used by state and local government, public education, other public entities in Texas, as well as public entities outside the state. This contract has a number of resellers, many of which are HUB vendors. *DIR has exercised the automatic renewal option for this Contract. This renewal extends the contract through 1/10/2024.

Contract Details & Ordering Information

Products & Services[Commodity Codes](#)[Brands](#)[Contract Documents](#)[How to Order](#)[Resellers](#)**MORE INFORMATION**[Vendor Website](#) ↗**Products & Services**

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

- Computer Peripherals
- Computers
- Computers - Desktop
- Computers - Laptops
- Computers - Portable
- Computers - Servers
- Digital Cameras
- Lease Agreement - Computer
- Managed Services - Computers
- Monitors

Visit this Vendor's website to view the latest product, service, and pricing information.

- Networking Products and Services
- Projectors
- Scanners
- Servers
- Printers
- Routers and Related Equipment
- Security Services
- Software

Item 15.

Getting Started

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Suite 1300
Austin, TX 78701
512-475-4700

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Program Areas

- | | |
|--|--|
| Cooperative Contracts | Information Security |
| Open Data Portal | Texas.gov Services |
| Communications Technology Services | Technology Planning, Policy and Governance |
| Data Center Services | |

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Overview

Contract Documentation

Products

Features & Benefits

Getting Started

Resources

U.S. Communities and National IPA, both wholly-owned subsidiaries of OMNIA Partners, have come together as OMNIA Partners, Public Sector. All public sector participants already registered with National IPA or U.S. Communities continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, or new OMNIA Partners contract. U.S. Communities and National IPA remain

separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

Online Marketplace

State of Utah

Contract Number: MA3457

September 9, 2020 through May 5, 2025

No renewal options.

Executive Summary

- Executive Summary
- Due Diligence

Master Agreement Documents

- Official Signed Contract
- Contract Award Documents

Response Evaluation

- Supplier Response to RFP
- Evaluation Documents

Solicitation Process

- Original RFP Document
- RFP Questions and Answers
- Proof of Publication
- RFP Request List

Online Marketplace for the Purchase of Products and Services

Contract Number: R-TC-17006

January 19, 2017 through January 18, 2022

Option to renew for three (3) additional two-year periods through January 18, 2028

RENEWED THROUGH January 18, 2024

Executive Summary

- OMNIA Partners - Executive Summary
- PWCPSS - Executive Summary
- Uniform Guidance
- Due Diligence

Master Agreement Documents

- Official Signed Contract
- New Jersey LFN Packet
- Contract Amendments - PWCPSS Modifications
- Contract Renewal 1

Response Evaluation

- Supplier Response to RFP
- Evaluation Documents

Solicitation Process

- Original RFP Document
- Addendum 1 - T-TC-17006
- Proof of Publication

REQUEST CONTRACT
INFORMATION



PUBLIC WORKS

To: Mayor and Town Council

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

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

Re: Ice Pretreatment Equipment

Town Council Meeting – November 14, 2023

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon approving the purchase of Brine Master BM 3000 and ICE Master T-Series truck mounted applicator, from C&H Outdoor, LLC, through the Sourcewell Purchasing Cooperative; and authorizing the Town Manager to execute documents for the same.

Description of Agenda Item:

In the FY24 budget, an item was approved for a brine system to apply on the roadways prior to winter storms. Staff vetted two companies SNO-BIZ (C&H Outdoor, LLC) and Vari Tech Industries. Both suppliers were highly respected in the industries, but SNO-BIZ equipment fit our needs better. The equipment proposed can be moved with existing equipment when not in use. This request includes the purchase of a brine maker, a year of salt, and the truck mounted tank and spray system required to install the brine. Staff included the 100-foot handheld spray gun for sidewalks, and walkways, GPS flow controller to ensure proper coverage, and a double boom spray bar.

The total approved for FY24 for this item was \$154,010.00, which included an F-5500 truck at a price of \$80,010.00, leaving a remainder of \$74,000.00. The total cost for this equipment and material, apart from the truck, is \$79,838.75. This item will be \$5,833.75 overbudget and will be absorbed by the existing Street Budget. Due to a back-order issue with long wait times, staff proactively placed an order for the 10,000-gallon material storage tank in the amount of \$16,145.00 and was funded from 100-5110-50-01.

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 Sourcewell (formerly NJPA). Participation in the cooperative purchasing programs allow our local government to purchase goods and services through the cooperative programs, while satisfying all competitive bidding requirements.

Budget Impact:

The total amount for this purchase is \$63,693.75 and will be funded from 100-6110-50-01 in the amount of \$32,855.00, 100-5650-50-01 in the amount of \$15,000, and 100-5480-50-01 in the amount of \$15,838.75.

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. Equipment Quote
2. Material Quote

Town Staff Recommendation:

Town staff recommends approving the purchase of Brine Master BM 3000 and ICE Master T-Series truck mounted applicator, from C&H Outdoor, LLC, through the Sourcwell Purchasing Cooperative; and authorizing the Town Manager to execute documents for the same.

Proposed Motion:

I move to approve the purchase of Brine Master BM 3000 and ICE Master T-Series truck mounted applicator, from C&H Outdoor, LLC, through the Sourcwell Purchasing Cooperative; and authorizing the Town Manager to execute documents for the same.

C & H Outdoor, LLC

Sno-Biz
PO Box 4605
Wichita, KS 67204

Item 16.
Quote

Date	Quote #
11/2/2023	1084

Name / Address

PROSPER PUBLIC WORKS-TX
FRANK JAROMIN
601 W 5TH ST
PROPSE, TX 75078

SNO-BIZ

Phone # 316-202-2020

Price quoted is payment by Cash,
Check or ACH. Additional fees
may apply dependant on credit
terms.

Rep

DG

Qty	Item	Description	U/M	Cost	Total
1	BM3000 BrineM...	Large BrineMaster Brine Maker BM3000 Includes Large Hose Kit-3x20' Hose's w/Female Camlocks 1-Handheld Digital Refractometer(Double Check Salinity in Storage Tanks/Trucks).		30,955.00	30,955.00
	CAMION Sourc...	CAMION -SourceWell Discount (031423-EDP 5%)		-5.00%	-1,547.75
1	IMT995	IMT995gl ICE MASTER T-SERIES TANK w/BAFFLE BALLS		20,670.00	20,670.00
	CAMION Sourc...	CAMION -SourceWell Discount (031423-EDP 5%)		-5.00%	-1,033.50
1	Gas, Elec Start	IMTPG Gas Engine, Elect. Start Pump		0.00	0.00
1	GPS Storm Com...	IMTCSC Storm Commander GPS Flow Controller		0.00	0.00
1	100' Hose & Spr...	IMTHR01 100' Hose & Spray Gun		0.00	0.00
1	Mounting Brackets	IMTMT01 SS Truck Mounting Brackets		0.00	0.00
1	Receiver Hitch	IMMBR01 2" Receiver Hitch Boom Mount		0.00	0.00
1	Boom, 12Nz	IMB12 12Nzl Ice Control Double Boom Bar (T-Series Control Double Boom Bar (T Series)SS OR POLY OPTION		0.00	0.00
	CAMION Sourc...	CAMION -SourceWell Discount (031423-EDP 5%)		-5.00%	0.00
	Freight / Delivery	Freight / Deliver/Install/Training		4,000.00	4,000.00

Sales Tax (0.0%) \$0.00

Total \$53,043.75



TANKS



C & H Outdoor, LLC

Sno-Biz
PO Box 4605
Wichita, KS 67204

Quote

Item 16.

Date	Quote #
11/7/2023	1093

Name / Address

PROSPER PUBLIC WORKS-TX
FRANK JAROMIN
601 W 5TH ST
PROPSER, TX 75078

SNO-BIZ

Phone # 316-202-2020

Price quoted is payment by Cash,
Check or ACH. Additional fees
may apply dependant on credit
terms.

Rep

DC

Qty	Item	Description	U/M	Cost	Total
40	1T Super Sac Salt	1 Ton Super Sac filled with Regular Bulk Salt-Brine Making (1 ton each)		175.00	7,000.00
		2-super sacs fill up brine maker & make estimated 1600g!			
	CAMION Sourc...	CAMION -SourceWell Discount (031423-EDP 5%)		-5.00%	-350.00
2	Freight / Delivery	Freight / Delivery		2,000.00	4,000.00
		20 Super Sacs per load			

Sales Tax (0.0%) \$0.00

Total \$10,650.00



TANKS





Finance

To: Mayor and Town Council

From: Chris Landrum, Finance Director

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

Re: Subject: Purchase of FY24 Vehicles and Equipment

Town Council Meeting – November 14, 2023

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon approval of a portion of the FY24 vehicle and VERF equipment purchases utilizing cooperative purchasing contracts and approving the Town Manager to execute documents for same.

Description of Agenda Item:

In the FY2024 annual budget, the Town Council approved discretionary packages and VERF replacements for vehicles and equipment. This item requests approval for the purchase of (5) 2024 Chevrolet Malibu's for the Police Department, (1) Chevrolet Malibu for the Fire Department, (1) John Deere 410P and (1) Ford F-550 Truck with Dump Bed for the Public Works Department and authorization for the Town Manager or his designee to execute documents related to the purchases.

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

The Town of Prosper entered into an interlocal participation agreement in June 2005, providing the Town's participation in the Texas local Government Purchasing Cooperative. Participation in the cooperative purchasing program allows local government to purchase goods and services from the cooperative's online purchasing systems while satisfying all competitive bidding requirements.

Contracts being utilized for these purchases are:

RDO Equipment utilizing Sourcewell 011723-JDC
Lake Country Chevrolet utilizing TIPS 210907
Rush Medium Truck Center utilizing Buyboard 601-19

Budget Impact:

\$156,038.43 Funded from 410-6140-50-02 (VERF Equipment Replacement-Public Works)
 \$105,294.00 Funded from 100-6160-20-01 (Malibu's for Police Department Positions-New Sgt.'s)
 \$26,323.50 Funded from 410-6160-20-01 (VERF Replacement-Police Department)
 \$26,323.50 Funded from 100-6160-30-01 (Malibu for Emergency Management Coordinator-Fire Department)
 \$90,634.00 Funded from 200-6160-50-02 (New Dump Truck-Public Works)

Attached Documents:

1. RDO Quote 1656902
2. Sourcewell 011723-JDC Information Summary
3. Lake Country Chevrolet PD1 Quote
4. Lake Country Chevrolet PD2 Quote
5. Lake Country Chevrolet PD3 Quote
6. Lake Country Chevrolet PD4 Quote
7. Lake Country Chevrolet PD5 Quote
8. Lake Country Chevrolet Malibu for Fire Department Quote
9. Lake Country Chevrolet TIPS 210907 Information Summary
10. Rush Truck Center Quote
11. Rush Truck Centers of Texas, LP Buyboard 601-19 Information Summary

Town Staff Recommendation:

Town Staff recommends approval of a portion of the FY24 vehicle and VERF equipment purchases utilizing cooperative purchasing contracts and approving the Town Manager to execute documents for same.

Proposed Motion:

I move to approve the purchase of new and VERF replacement vehicles and equipment and authorize the Town Manager to execute documents for same.



JOHN DEERE

Investment Proposal (Quote)

Item 17.

RDO Equipment Co.
2902 N Central Expy
McKinney TX, 75071
Phone: (214) 856-4899 - Fax:

Proposal for:
TOWN OF PROSPER
250 W FIRST STREET
PO BOX 307
PROSPER, TX, 75078
Collin

Investment Proposal Date: 10/10/2023
Pricing Valid Until: 10/31/2023
Deal Number: 1656902
Customer Account#: 8880663
Sales Professional: Justen Phillips
Phone: (972) 438-4699
Fax: (469) 617-7402
Email: JPhillips@rdoequipment.com

Comments

Sourcewell Contract 011723-JDC
Contract Expires/Renews 10/31/23
Price Increases November 1, 2023

Equipment Information

Quantity	Serial Number Stock Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Cash Price
1	TBD TBD	0	New 2023 JOHN DEERE 410P	\$251,331.98
			Customer Discount Sourcewell Contract 011723-JDC	(\$98,254.05)
			Warranty -John Deere Power Train & Hyd.-60 Months, 2000 Hours,Deductible: 0	
1	TBD TBD	0	Attachment - New 2023 JOHN DEERE 410HD36	\$2,960.50
Equipment Subtotal:				\$156,038.43

Purchase Order Totals

Balance:	\$156,038.43
Total Taxable Amount:	\$0.00
TX STATE TAX:	\$0.00
TX CITY TAX:	\$0.00
Sales Tax Total:	\$0.00
Sub Total:	\$156,038.43
Cash with Order:	\$0.00
Balance Due:	\$156,038.43

Equipment Options

Qty	Serial Number	Year / Make / Model	Description
1	TBD	2023 JOHN DEERE 410P	17E0T 410 P-tier Backhoe Loader 0202 United States 0351 Translated Text Labels 0259 English 1003 Cab 8096 Premium Mirror Option - Exterior Rear View Mirrors (2) and Front View Mirror (1) 8109 Sun Visor 8182 Radio, Bosch Basic Package 8208 Seat, Cloth Air-Suspension - Heated 183E JDLink™ 3009 Autoshift Transmission - Mechanical Front Wheel Drive (MFWD) with Limited Slip Differential 4006 John Deere 4.5L - FT4/Stage IV 8213 Chrome Exhaust Extension 5250 Galaxy 21L-24 12PR Rear & 12.5/80-18 10PR Front 6154 Dual Batteries with Disconnect, Jump Post, and Engine Block Heater 8142 LED Light Package 8226 Strobe Light with Magnetic Mount 6752 Extendible Dipperstick 6577 1250 lb. (567 kg.) Front Counterweight 7002 Auxiliary Hydraulics with One & Two Way Flow (Hammer & Thumb/Swinger) 7028 Pilot Controls, Two Lever, with Pattern Selection 7037 Two-Function Loader Hydraulics, Single Lever 8165 Auto Ride Control 7800 Less Backhoe Bucket with Bucket Pins 7702 Deere Standard Quick Coupler - Less Thumb 7865 92 in. (2.34 m.) Wide, 1.5 cu. yd. (1.15 cu. m.) Long-Lip Bucket 8115 MFWD Driveshaft Guard 8126 Heavy-Duty Grille Frame
1	TBD	2023 JOHN DEERE 410HD36	AT436333 BKH Pin-on Bucket 36 In. (914 mm) Heavy-Duty 12.5 Cu. Ft. (0.35 Cu. M.)

John Deere

Heavy construction equipment

#011723-JDC

Maturity Date: 4/14/2027

Website: deere.com/state-and-local-purchasing 

[Products & Services](#)[Buy Sourcewell](#)[Documents](#)[Contact Information](#)

Products & Services

Sourcewell contract 011723-JDC gives access to the following types of goods and services:

- Construction equipment
- Compact construction equipment

Locate your local dealer or representative 

(nongovernment site)

Additional information can be found on the vendor-provided, nongovernmental website at:

deere.com/state-and-local-purchasing 

Buy Sourcewell

Login to unlock more contract features.

Username

Username

Password

Password

Log In

Forgot username or password?
[✕](#)

Setup Buy Sourcewell access [✕](#)

Register for an account

Simply complete the online application or contact the Client Relations team at service@sourcewell-mn.gov or 877-585-9706.

Search Suppliers & Contracts

[General Contracts](#)

[eZlQC Contracts](#)

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PRODUCT PRICING SUMMARY

TIPS USA 210907 Automobiles

VENDOR- 5426 LAKE COUNTRY CHEVROLET, 2152 N. WHEELER STREET JASPER, TX 75951

End User: TOWN OF PROSPER

Prepared by: RICHARD HYDER

Contact: STEPHANIE MAYS 972.569.1028

Phone: 409.300.1385

Email: SMAYS@PROSPERTX.GOV

Email: RHYDER.COWBOYFLEET@GMAIL.COM

Product Description: CHEVY MALIBU

Date: October 6, 2023

A. Bid Item: 21 **A. Base Price:** \$ 23,905.00

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
1ZC69	MALIBU LS	\$ 1,995.00		EXTERIOR- GRAY	
LFV	1.5L TURBO	\$ -		INTERIOR-BLACK CLOTH	
	KEY LESS ENTRY	\$ -			
	POWER WINDOWS	\$ -			
	POWER LOCKS	\$ -		PD1	

Total of B. Published Options: \$ 1,995.00

Published Option Discount (5%) \$ (99.75)

C. Unpublished Options

Description	Bid Price	Options	Bid Price

Total of C. Unpublished Options: \$ -

D. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ -

E. Lot Insurance (for in-stock and/or equipped vehicles): \$ -

F. Contract Price Adjustment: \$ -

G. Additional Delivery Charge: 299 miles \$ 523.25

H. Subtotal: \$ 26,323.50

I. Quantity Ordered 1 **x H =** \$ 26,323.50

J. Trade in: \$ -

K. Total Purchase Price \$ 26,323.50



PRODUCT PRICING SUMMARY

TIPS USA 210907 Automobiles

VENDOR- 5426 LAKE COUNTRY CHEVROLET, 2152 N. WHEELER STREET JASPER, TX 75951

End User: TOWN OF PROSPER

Prepared by: RICHARD HYDER

Contact: STEPHANIE MAYS 972.569.1028

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Email: RHYDER.COWBOYFLEET@GMAIL.COM

Product Description: CHEVY MALIBU

Date: October 6, 2023

A. Bid Item: 21 **A. Base Price:** \$ 23,905.00

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
1ZC69	MALIBU LS	\$ 1,995.00		EXTERIOR- WHITE	
LFV	1.5L TURBO	\$ -		INTERIOR-BLACK CLOTH	
	KEY LESS ENTRY	\$ -			
	POWER WINDOWS	\$ -			
	POWER LOCKS	\$ -		PD2	

Total of B. Published Options: \$ 1,995.00

Published Option Discount (5%): \$ (99.75)

C. Unpublished Options

Description	Bid Price	Options	Bid Price

Total of C. Unpublished Options: \$ -

D. Floor Plan Interest (for in-stock and/or equipped vehicles):	\$ -
E. Lot Insurance (for in-stock and/or equipped vehicles):	\$ -
F. Contract Price Adjustment:	\$ -
G. Additional Delivery Charge: 299 miles	\$ 523.25
H. Subtotal:	\$ 26,323.50
I. Quantity Ordered 1 x H =	\$ 26,323.50
J. Trade in:	\$ -
K. Total Purchase Price	\$ 26,323.50



PRODUCT PRICING SUMMARY

TIPS USA 210907 Automobiles

VENDOR- 5426 LAKE COUNTRY CHEVROLET, 2152 N. WHEELER STREET JASPER, TX 75951

End User: TOWN OF PROSPER

Prepared by: RICHARD HYDER

Contact: STEPHANIE MAYS 972.569.1028

Phone: 409.300.1385

Email: SMAYS@PROSPERTX.GOV

Email: RHYDER.COWBOYFLEET@GMAIL.COM

Product Description: CHEVY MALIBU

Date: October 6, 2023

A. Bid Item: 21 **A. Base Price:** \$ 23,905.00

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
1ZC69	MALIBU LS	\$ 1,995.00		EXTERIOR- GRAY	
LFV	1.5L TURBO	\$ -		INTERIOR-BLACK CLOTH	
	KEY LESS ENTRY	\$ -			
	POWER WINDOWS	\$ -			
	POWER LOCKS	\$ -		PD3	

Total of B. Published Options: \$ 1,995.00

Published Option Discount (5%) \$ (99.75)

C. Unpublished Options

Description	Bid Price	Options	Bid Price

Total of C. Unpublished Options: \$ -

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ -

E. Lot Insurance (for in-stock and/or equipped vehicles):

\$ -

F. Contract Price Adjustment:

\$ -

G. Additional Delivery Charge: 299 miles

\$ 523.25

H. Subtotal:

\$ 26,323.50

I. Quantity Ordered 1 **x H =**

\$ 26,323.50

J. Trade in:

\$ -

K. Total Purchase Price

\$ 26,323.50



PRODUCT PRICING SUMMARY

TIPS USA 210907 Automobiles

VENDOR- 5426 LAKE COUNTRY CHEVROLET, 2152 N. WHEELER STREET JASPER, TX 75951

End User: TOWN OF PROSPER

Prepared by: RICHARD HYDER

Contact: STEPHANIE MAYS 972.569.1028

Phone: 409.300.1385

Email: SMAYS@PROSPERTX.GOV

Email: RHYDER.COWBOYFLEET@GMAIL.COM

Product Description: CHEVY MALIBU

Date: October 6, 2023

A. Bid Item: 21 A. Base Price: \$ 23,905.00

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
1ZC69	MALIBU LS	\$ 1,995.00		EXTERIOR- WHITE	
LFV	1.5L TURBO	\$ -		INTERIOR-BLACK CLOTH	
	KEY LESS ENTRY	\$ -			
	POWER WINDOWS	\$ -			
	POWER LOCKS	\$ -		PD4	

Total of B. Published Options: \$ 1,995.00

Published Option Discount (5%) \$ (99.75)

C. Unpublished Options

Description	Bid Price	Options	Bid Price

Total of C. Unpublished Options: \$ -

D. Floor Plan Interest (for in-stock and/or equipped vehicles):	\$ -
E. Lot Insurance (for in-stock and/or equipped vehicles):	\$ -
F. Contract Price Adjustment:	\$ -
G. Additional Delivery Charge: 299 miles	\$ 523.25
H. Subtotal:	\$ 26,323.50
I. Quantity Ordered 1 x H =	\$ 26,323.50
J. Trade in:	\$ -
K. Total Purchase Price	\$ 26,323.50



PRODUCT PRICING SUMMARY

TIPS USA 210907 Automobiles

VENDOR- 5426 LAKE COUNTRY CHEVROLET, 2152 N. WHEELER STREET JASPER, TX 75951

End User: TOWN OF PROSPER

Prepared by: RICHARD HYDER

Contact: STEPHANIE MAYS 972.569.1028

Phone: 409.300.1385

Email: SMAYS@PROSPERTX.GOV

Email: RHYDER.COWBOYFLEET@GMAIL.COM

Product Description: CHEVY MALIBU

Date: October 6, 2023

A. Bid Item: 21

A. Base Price: \$ 23,905.00

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
1ZC69	MALIBU LS	\$ 1,995.00		EXTERIOR- WHITE	
LFV	1.5L TURBO	\$ -		INTERIOR-BLACK CLOTH	
	KEY LESS ENTRY	\$ -			
	POWER WINDOWS	\$ -			
	POWER LOCKS	\$ -		PD5-VERF	

Total of B. Published Options: \$ 1,995.00

Published Option Discount (5%) \$ (99.75)

C. Unpublished Options

Description	Bid Price	Options	Bid Price

Total of C. Unpublished Options: \$ -

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ -

E. Lot Insurance (for in-stock and/or equipped vehicles):

\$ -

F. Contract Price Adjustment:

\$ -

G. Additional Delivery Charge: 299 miles

\$ 523.25

H. Subtotal:

\$ 26,323.50

I. Quantity Ordered 1 x H =

\$ 26,323.50

J. Trade in:

\$ -

K. Total Purchase Price

\$ 26,323.50



PRODUCT PRICING SUMMARY

TIPS USA 210907 Automobiles

VENDOR- 5426 LAKE COUNTRY CHEVROLET, 2152 N. WHEELER STREET JASPER, TX 75951

End User: TOWN OF PROSPER

Prepared by: RICHARD HYDER

Contact: STEPHANIE MAYS 972.569.1028

Phone: 409.300.1385

Email: SMAYS@PROSPERTX.GOV

Email: RHYDER.COWBOYFLEET@GMAIL.COM

Product Description: CHEVY MALIBU

Date: October 5, 2023

A. Bid Item: 21 **A. Base Price:** \$ 23,905.00

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
1ZC69	MALIBU LS	\$ 1,995.00		EXTERIOR- WHITE	
LFV	1.5L TURBO	\$ -		INTERIOR-BLACK CLOTH	
	KEY LESS ENTRY	\$ -			
	POWER WINDOWS	\$ -			
	POWER LOCKS	\$ -			

Total of B. Published Options: \$ 1,995.00

Published Option Discount (5%): \$ (99.75)

C. Unpublished Options

Description	Bid Price	Options	Bid Price

Total of C. Unpublished Options: \$ -

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ -

E. Lot Insurance (for in-stock and/or equipped vehicles):

\$ -

F. Contract Price Adjustment:

\$ -

G. Additional Delivery Charge: 299 miles

\$ 523.25

H. Subtotal:

\$ 26,323.50

I. Quantity Ordered 1 **x H =**

\$ 26,323.50

J. Trade in:

\$ -

K. Total Purchase Price

\$ 26,323.50

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE--BUYBOARD

Remit P.O.'s To: munisales@rushenterprises.com

Vendor **RUSH TRUCK CENTER** Date Prepared **10/16/2023**
 Contact for Vendor: **COLTON KRUSE** Phone **(830) 302-5219**
 End User: **Town of Prosper**
 End User Contact: **James Rodriguez** Phone/Fax **(214) 585-8828**
 Product Description: **Ford Dump Body**

A: Base Price in Bid/Proposal Number: 601-19		Series: F-550	\$ 25,299.00
B: Published Options(Items Below)			
	DESCRIPTION	AMOUNT	
Ford	F5H (Regular Cab 4x4)	\$ 13,785.00	RTC-0040 OEM+ Safety Analysis \$ 1,275.00
Ford	6.7L Turbo Diesel/225/70R19.5G Max Traction	\$ 11,210.00	RTC-0050 Dump Body Prep \$ 3,901.00
Ford	4.30 Limited Slip/Payload Plus Upgrade	\$ 1,515.00	RTC-0004 Dump Body \$ 20,168.00
Ford	Platform Running Boards/Engine Block Heater/Skid Plates	\$ 520.00	RTC-1026 Lot Insurance/Floorplan Interest \$ 2,180.00
Ford	180V/400W outlet/Snow Plow Prep/High Capacity Trailer Tow Package	\$ 1,005.00	
Ford	Rearview Camera Prep/Cloth Seats/XL Chrome Package	\$ 1,815.00	
Subtotal Column 1: \$ 29,850.00		Subtotal Column 2: \$ 27,524.00	
Published Options added to Base Price (Subtotal of "Col 1" & "Col 2")			\$ 57,374.00

C: Subtotal of A + B		\$ 82,673.00	
D: Non Published Options			
Monroe Dump Body with Options	\$ (1,758.00)		
Subtotal Column 1: \$ (1,758.00)		Subtotal Column 2: \$ -	

Unpublished Options added to Base price (Subtotal "Col 1 + Col 2") \$ (1,758.00)

E: Contract Price Adjustment (If any, explain here)
 Ford Price Increase/OEM Surcharges & GPC Reduction \$ 9,319.00

F: Total of C + D +/- E \$ 90,234.00

G: Quantity ordered Units: 1 x \$ 90,234.00

H: BUYBOARD Administrative Fee \$ 400.00

I: Non-Equipment Charges & Credits (I.e.: Ext. Warranty, Trade-In, Delivery, etc.)					
		x	1	\$ -	
					\$ -

J: TOTAL PURCHASE PRICE INCLUDING (G+H+I) \$ 90,634.00

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Awarded Vendors for Contract 210907 (Automobiles)

- [BOSWELL ELLIFF FORD LT BOSWELL LLC](#)
- [E and J Auto Sales Inc](#)
- [Silsbee Fleet \(4 locations\) 1.Silsbee Ford 2.Silsbee Toyota 3.Lake Country Chevrolet 4.Donalson CDJR, LLC](#)



ELECTRIC POWER DISASTER RELIEF SECURITY SAFETY SIGN UP ALL CONTRACTS ALL VENDORS

Search

HOME CONTRACTS MEMBERSHIP VENDORS EDGAR & FEDERAL COMPLIANCE PARTNERSHIPS ABOUT US



EMAIL PO & VENDOR QUOTE TO: TIPSP0@TIPS-USA.COM

PO MUST REFERENCE VENDOR TIPS CONTRACT NUMBER

ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT.

Notice:

Many Vendors utilize specific warranties, subscription agreements, license agreements, EULA's, etc. ("Supplemental Agreements") when you purchase specific goods or services from that Vendor. Since the Supplemental Agreements do not necessarily apply to every Member, every jurisdiction, or every purchase, TIPS does NOT now negotiate the terms of those agreements on Members' behalf. If you are required to sign such a supplementary agreement by the TIPS Vendor, TIPS strongly encourages Members not to proceed with a purchase until they have carefully reviewed and negotiated all applicable Supplemental Agreements. TIPS recommends you work with your entity's legal counsel to ensure compliance with the legal requirements of your entity and your jurisdiction.

[TIPS Purchase Order Procedure here](#)

OVERVIEW

DUE DILIGENCE

CONTACTS

PRINT PROFILE



Print

VENDOR **Silsbee Fleet (4 locations) 1.Silsbee Ford 2.Silsbee Toyota 3.Lake Country Chevrolet 4.Donelson CDJR, LLC**

1211 US HIGHWAY 96 N. SILSBEE TEXAS, 77656

WEBSITE silsbeefleet.com

SERVICE/PRODUCTS DESCRIPTION **SILSBEE FLEET (SILSBEE TOYOTA)**

CONTRACT: **210907** **Automobiles**

End Date: Nov-30-2024 EDGAR COMPLIANCE: [View Doc.](#)



Vendor Contract Information Summary

Vendor Rush Truck Centers of Texas, LP
Contact Colton Kruse
Phone 8303025219
Email munisales@rushenterprises.com
Vendor Website www.rushtruckcenter.com
TIN 74-2786264
Address Line 1 555 IH 35 South, Suite 500
Vendor City New Braunfels
Vendor Zip 78130
Vendor State TX
Vendor Country USA
Delivery Days 90
Freight Terms FOB Destination
Payment Terms Net 30 days
Shipping Terms Pre-paid and added to invoice
Ship Via Common Carrier
Designated Dealer No
EDGAR Received Yes
Service-disabled Veteran Owned No
Minority Owned No
Women Owned No
National Yes
No Foreign Terrorist Orgs Yes
No Israel Boycott Yes
MWBE No
ESCs All Texas Regions
States All States
Contract Name Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor
Contract No. 601-19
Effective 12/01/2019
Expiration 11/30/2023
Accepts RFQs Yes
Service Fee Note Vehicle purchase orders are subject to a \$400 service fee
Quote Reference Number Rush Truck Centers of Texas, LP
Return Policy Parts - 14 days, Truck sales - no stated return policy

4/21/2023 5:10 PM



COMMUNICATIONS & COMMUNITY ENGAGEMENT

To: Mayor and Town Council

From: Robyn Battle, Executive Director

Through: Mario Canizares, Town Manager

Re: Strategic Advocacy Services Agreement

Town Council Meeting – November 14, 2023

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon approving a Services Agreement with Strategies 360 Texas, LLC, for Strategic Advocacy Services, and authorize the Town Manager to execute the same.

Description of Agenda Item:

Strategies 360 has provided government relations and strategic advocacy services for the Town of Prosper since November 2022. The firm was instrumental in advocating for the Town's legislative objectives during the 88th Legislative Session and the subsequent Special Sessions, and they continue to be an important asset to the Town in accomplishing the objectives outlined in the Town's Legislative Agenda. Services provided by the firm include attending the monthly Council Legislative Subcommittee meetings, providing recommendations on key legislative issues, and assisting with the preparation of talking points and remarks for legislative testimony. The scope of services also includes assistance in the support or opposition of specific legislative measures, coordinating meetings with legislators and legislative staff, and monitoring, tracking, and reporting on relevant legislation on behalf of the Town.

While the previous agreement also included representation for the Prosper Economic Development Corporation, the proposed Services Agreement is between Strategies 360, LLC, and the Town of Prosper. The Agreement will provide for continued services from October 1, 2023, through September 30, 2024, with an option for annual renewal.

Budget Impact:

The cost of services is \$4,000 per month (\$48,000 annually), which will be funded equally between the Communications Professional Services account 100-5410-10-06 (\$24,000) and the Non-Departmental Professional Services account 100-5410-10-99 (\$24,000).

Legal Obligations and Review:

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

Attached Documents:

1. Strategies 360 Texas, LLC Services Agreement

Town Staff Recommendation:

Town Staff recommends Council approve a Services Agreement with Strategies 360 Texas, LLC, for Strategic Advocacy Services, and authorize the Town Manager to execute the same.

Proposed Motion:

I move to approve a Services Agreement with Strategies 360 Texas, LLC, for Strategic Advocacy Services, and authorize the Town Manager to execute the same.

=

SERVICES AGREEMENT

This services agreement (“Agreement”) is entered into by and between Strategies 360 Texas, LLC (“Consultant”) with its principal offices at 408 W. 11th Street, Fifth Floor, Austin, Texas 78701, and the Town of Prosper, with its principal address at 250 W. First Street, Prosper, Texas 75078 (“Client”).

RECITALS

- A. Client wishes to contract with Consultant to provide services in the field of government relations and strategic advocacy on the terms and conditions set forth herein.
- B. Consultant is willing to perform such services in accordance with this Agreement.

In consideration of the mutual promises and agreements contained herein, the Client agrees as follows:

1. Scope of Services. Consultant is retained and appointed to implement the services outlined in the attached Appendix A (“Services”), which are designed to accomplish the objectives of the Client. Consultant shall use Consultant’s best efforts to perform the Services such that the results are satisfactory to Client.
2. Contract Administration; Communications. Consultant's employees will be responsible for performing the Services under this Agreement. Client and Consultant shall identify and maintain a mutually agreeable communication process to keep Client fully and currently informed about activities of Consultant on behalf of Client. Consultant will work closely with other consultants, team members, and related organizations and individuals as designated by Client, and as necessary to accomplish the objectives of the Client.
 - Primary Strategies 360 Contact: **Jake Posey** (jakep@strategies360tx.com)
 - Primary Client Contact: **Robyn Battle** (rbattle@prospertx.gov)
3. Compensation. Consultant will perform the Services described in this Agreement on a monthly retainer basis. Client agrees to pay a monthly retainer of \$4,000.00 per month beginning October 1, 2023 (“Effective Date”) through September 30, 2024 (“Termination Date”), with an option for annual renewal.

Except as otherwise provided, Consultant's fees for service do not include additional costs deemed necessary by Client such as creating and printing materials, conducting public opinion research (e.g. polling), and providing other strategic and/or support services as requested by the Client. Client shall be responsible for applicable state or local sales or excise taxes associated with the Services, if any.

4. Expenses. In addition to compensation payable to Consultant pursuant to this Agreement, Client will reimburse Consultant for costs and disbursements incurred in performing the Agreement including, but not limited to, transportation and travel costs, food, lodging and automobile mileage at the applicable federal rate per business mile, and for necessary entertainment. Consultant shall include an accounting of costs and disbursements and the amount owed on the periodic statements rendered to Client. Total monthly charges to Client under this section of the Agreement will not exceed 10% of monthly service retainer without advance approval from Clients.
5. Payment. Consultant shall send monthly invoices to the Client on the first day of each month. Client shall pay Consultant's fees in full within 30 days of receipt ("Due Date").
 - Strategies 360 Billing Contact: Jake Posey (jakep@strategies360tx.com)
 - Town of Prosper Billing Contact: Ivonne Ruiz (ap@prospertx.gov)

Payment terms are Net 30. If any invoiced amount is not received by Consultant by the Due Date, those charges may accrue late interest at the rate of 2% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower. Consultant will not exercise these rights if Client disagrees with the applicable charges reasonably and in good faith and is cooperating diligently to resolve the disagreement.

6. Terms of Service and Termination. This Agreement will commence on the Effective Date. Either Party may terminate this Agreement without cause by providing the other Party 30 days' notice in writing. Upon termination, Consultant will render Client an invoice and within 30 days after receipt of said invoice, Client shall pay Consultant in full whatever sums may be due for work performed.
7. Confidential Matters and Proprietary Information. The Consultant shall keep in confidence all information that may be acquired in connection with or as a result of the Agreement. The Consultant shall not publish, communicate, divulge, disclose or use any of such information, which has been designated by Client as proprietary or confidential or which from the surrounding circumstances in good conscience ought to be treated by the Consultant as proprietary or confidential, without the prior written consent of Client. Upon termination or expiration of the Agreement, the Consultant shall deliver all relevant records, data, information, and other documents and all copies thereof requested by Client, which shall remain the property of Client.
8. Conflict of Interest. The Consultant has performed an internal conflict of interest check and determined that there is not a conflict of interest under Consultant policy as between the work

to be performed under this Agreement and that work performed for other Clients of the Consultant's state or local branch office which is managing this Agreement. Consultant shall advise if such a conflict arises in the future. Furthermore, Client shall have a right of first refusal on any additional municipal clients that may approach (or attempt to retain) Consultant for similar services as those being performed on behalf of Client.

9. Intellectual Property. To the extent Consultant's work includes the creation or modification of any intellectual property in any medium including print, design, video, audio, digital or otherwise, upon completion of the work and expressly conditioned upon full payment of all fees and costs due, Consultant grants to Client usage rights of the final content as provided to Client. These rights shall include the right for Client to modify such work. All other rights, including copyrights, are reserved by Consultant. In the event the Consultant's work is for creation or modification of Client's trademark content, conditioned upon full payment of all fees and costs due, Consultant assigns to Client all rights to such trademarks except that Consultant may utilize such trademark in its own marketing and educational materials. Consultant shall cooperate with Client and shall execute any additional documents reasonably requested by Client to evidence such assignment. Client shall be solely responsible for ensuring any trademarks or domain names do not conflict with the rights of any third party. Client shall also be solely responsible for registering all such trademark or domain names and for any other steps necessary to protect such trademark or domain name along with any related regulatory compliance. The costs of such screening of trademarks or domain names, registration, and other measures shall be born solely by Client. Client shall have sole responsibility for ensuring that trademarks, intellectual property or other content provided by Client to Consultant do not infringe the rights of third parties, and Client shall indemnify, save and hold harmless Consultant from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by a third party alleging such infringement.
10. Independent Contractor. In all matters relating to this Agreement, the Consultant shall be acting as an independent contractor. The Consultant is not an employee of Client under the meaning or application of any federal or state unemployment insurance or workers' compensation laws, and the Consultant shall assume all liabilities and obligations imposed by any one or more of such laws. Consultant will work with the Client to determine the time, the place and the manner in which it will accomplish its services.
11. Entire Agreement. This Agreement constitutes the entire agreement between Client and the Consultant in regard to the subject matter hereof and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, with respect thereto. No agreements hereafter made between the parties shall be binding on either party unless reduced to writing and signed by authorized representatives of the parties.
12. Governing Law and Venue. This Agreement will be governed by and construed in accordance with the laws of the State of Texas applicable to agreements made and to be entirely performed within the State of Texas, without resort to its conflict of law provisions. The state or federal court in Travis County, Texas will be the jurisdiction in which any suits should be filed if they relate to this Agreement.

13. Non-Solicitation of Consultant Employees. During the Term of this Agreement and for a period of one (1) year after the termination of this Agreement, Client will not solicit, induce, recruit or encourage directly or indirectly (nor will Client direct, encourage or assist anyone else to solicit, induce, recruit or encourage) any of the Consultant's employees to terminate their employment with Consultant or to work elsewhere.
14. Indemnification and Insurance. To the extent authorized by Texas law, Client shall indemnify, defend, and hold harmless Consultant and its directors, officers, and employees from any and all claims arising from or in connection with the performance of services including but not limited to statutory violations, Contractor's independent contractor status, or for injury or death of any and all persons whatsoever and from any and all damage to property. Client and Consultant warrant that they each carry workers' compensation, comprehensive liability, automobile, and other insurance with reasonable coverage and in reasonable amounts sufficient to insure against anticipated risks in connection with services under this Agreement.
15. Warranty and Limitation of Damages. Consultant shall seek to carry out the Services in accordance with good industry practice and in a professional manner. **However, the Services and other work is provided "AS IS" and no express or implied warranty or guarantee is made and all such warranties, including merchantability and fitness for a particular purpose, are specifically disclaimed.** Consultant's liability of any nature to Client shall be limited to the amount of the net profits of Consultant in performing services under this Agreement. Consultant shall not be liable for any indirect, special, incidental, punitive, or consequential damages of any kind including, but not limited to lost profits, lost data, loss of goodwill or business interruption.
16. Counterparts. This Agreement may be executed in counterparts by exchange of signature pages by mail, facsimile, email or other electronic means, each of which will be deemed an original and all of which will together constitute the same instrument.

By executing this Agreement each signatory affirms that they have read, understand and agree with its terms, and that each has the full power and authority to enter this Agreement on behalf of the entity for which they have signed.

Executed in the County of Travis, Texas:

For: **STRATEGIES 360 TEXAS, LLC**
 408 W. 11th Street, Fifth Floor
 Austin, Texas 78701
 TEL: 817/320-4587

By: C. Jake Posey
 Jake Posey

Date: October 24, 2023

For: **The Town of Prosper**
250 W. First Street
Prosper, TX 75078

By: _____
Mario Canizares, Town Manager

Appendix A Scope of Work

You are engaging Strategies 360 Texas, LLC to provide the following types of services:

1. Assist the Town of Prosper in the development, submission, negotiation, and/or modification of specific legislative measures to be filed during the 89th Texas Legislative Session.
2. Assist the Town of Prosper in the support/passage or opposition/defeat of certain legislative measures being filed during the 89th Texas Legislative Session, including the preparation of written comments and correspondence and providing assistance in the preparation of public testimony.
3. Coordinate meetings involving elected and appointed officials and staff of the Town of Prosper to promote positive branding and discuss legislative and executive elements with the following, as appropriate: relevant legislative committee members, legislators, legislative staff members, and stakeholders in the offices of the Speaker, Lt. Governor, Governor, Office of the Attorney General, and the Texas Comptroller.
4. Monitor relevant Texas legislation that may impact the Town of Prosper's interests; provide regular reports on the status of relevant legislation, seeking guidance and/or making recommendations on the Town's position.
5. Attend relevant legislative committee hearings and appropriate agency meetings where topics of interest and impact may arise.
6. Support or oppose administrative action and legislation through contacts with legislators and staff, as well as stakeholders in the offices of the Governor, Lt. Governor, Speaker of the House of Representatives, and the Comptroller of Public Accounts.
7. Conduct requested research regarding legislative history, policy, and budget considerations, as appropriate, to assist the Town in assessing the impact of proposed legislation.
8. Services shall include coverage of any special legislative sessions.



FIRE DEPARTMENT

To: Mayor and Town Council

From: Stuart Blasingame, Fire Chief

Through: Mario Canizares, Town Manager

Re: Bureau Veritas Annual Fire Safety Inspections

Town Council Meeting – November 14, 2023

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon approving an amendment to the agreement with Bureau Veritas for Annual Fire Safety Inspections; and authorize the Town Manager to execute the same.

Description of Agenda Item:

The Fire Marshal's Office uses Bureau Veritas to supplement existing staff to complete ISO Annual Fire Safety Inspections. The amendment extends the effective date through December 31, 2024 and includes additional inspection locations to allow the department to meet the ISO deadline.

Budget Impact:

The cost of services is \$32,625.00 and was approved in the FY2024 budget. The services will be funded from account 100-5480-30-05.

Legal Obligations and Review:

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

Attached Documents:

1. Contract Amendment

Town Staff Recommendation:

Town Staff recommends approving an amendment to the agreement with Bureau Veritas for Annual Fire Safety Inspections; and authorizing the Town Manager to execute the same

Proposed Motion:

I move to approve an amendment to the agreement with Bureau Veritas for Annual Fire Safety Inspections; and authorizing the Town Manager to execute the same



The following is hereby accepted as an amendment to Attachment B, Annual Fire Safety Inspections, of the Professional Services Agreement between Bureau Veritas North America, Inc. (BVNA) and the Town of Prosper, Texas (Client), dated December 8, 2015 by establishing a set fee for 261 Annual Fire Safety Inspections beginning the effective date of the amendment through December 31, 2024. Thereafter, existing fees established in Attachment B will be in effect.

Attachment B


Annual Fire Safety Inspections

Annual Fire Safety Inspection for 261 locations at \$125.00 per location \$32,625.00

City of Prosper, Texas

By: _____
Title: _____
Signature: _____
Date: _____

Bureau Veritas, North America, Inc.

By: Van Tran
Title: V.P. Facilities – Central & East Region
Signature: 
Date: 11/3/2023
DTQRR: David Stanford
Date: 11/3/2023



FIRE DEPARTMENT

To: Mayor and Town Council

From: Stuart Blasingame, Fire Chief

Through: Mario Canizares, Town Manager

Re: Professional Services Agreement – Front Line Mobile Health

Town Council Meeting – November 14, 2023

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a Professional Service Agreement between Front Line Mobile Health, PLLC, and the Town of Prosper Fire Rescue related to annual medical evaluations.

Description of Agenda Item:

Front Line Mobile Health is the incumbent provider for annual physicals for members of the fire department through the National Fire Protection Association (NFPA). All fire department personnel undergo an annual NFPA physical in accordance with NFPA 1582. This service is conducted onsite at the designated fire station. This agreement is for FY24 and includes the option for up to four (4) one-year renewals.

Budget Impact:

The cost of services is \$45,904 and was approved in the FY2024 budget. These services will be funded from account 100-5194-30-01.

Legal Obligations and Review:

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

Attached Documents:

1. Agreement

Town Staff Recommendation:

Town Staff recommends approving an agreement authorizing the Town Manager to execute a Professional Service Agreement between Front Line Mobile Health, PLLC, and the Town of Prosper Fire Rescue related to annual medical evaluations.

Proposed Motion:

Item 20.

I move to approve authorizing the Town Manager to execute a Professional Service Agreement between Front Line Mobile Health, PLLC, and the Town of Prosper Fire Rescue related to annual medical evaluations.

PROFESSIONAL SERVICE AGREEMENT

The following Terms of the Professional Service Agreement ("Agreement") are entered into and made effective on the date of execution of this Agreement by both Parties.

BETWEEN:

FRONT LINE MOBILE HEALTH, PLLC, ("Service Provider"), a professional limited liability company organized and existing under the laws of Texas, with its principal office located at 6517 N. LAKEWOOD DR, GEORGETOWN, TX 78633 info@frontlinemobilehealth.com

AND:

The Town of Prosper Fire Rescue ("Contracting Agency"), a governmental agency organized and existing under the laws of Texas, with its principal office located at 911 Safety Way, Prosper, TX 75078 which may be contacted at

Email Address: _____

Point of Contact: _____

Name

Phone Number

Service Provider and Contracting Agency may be referred to herein individually as "Party," or collectively as "Parties."

WHEREAS, Service Provider is in the business of providing professional medical services relating to Pre-Employment Medical Evaluations, Annual Medical Evaluations, and Psychological Evaluations; and,

WHEREAS, Contracting Agency will provide such medical services to Contracting Agency's personnel ("Participants").

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereto, intending to be legally bound, agree as follows:

AGREEMENT

Service Provider will provide the following services to Contracting Agency under the terms of this Agreement:

1. ENTIRE AGREEMENT

- 1.1. This Agreement, recitals, and attachments represent the entire understanding and agreement between Service Provider and Contracting Agency, and supersede all other negotiations, proposals, understandings, and representations (written or oral) made by and

between Service Provider and Contracting Agency. This Agreement includes the following attachments which are incorporated herein:

- 1.1.1 Exhibit "A", "Requirements" referencing 14 Essential Job Tasks from NFPA 1582 Chapter 6 (Candidates) Chapter 7 (Incumbents);
- 1.1.2 Exhibit "B", "Scope of Services and Fee Schedule";
- 1.1.3 Exhibit "C", "Service Charges for Partially Completed Evaluation and Make up Policy";
- 1.1.4 Exhibit "D", "Scope of Services and Fee Schedule for Psychological Suitability Evaluations";
- 1.1.5 Exhibit "E", "Examinee Waiver"; and
- 1.1.6 Exhibit "F", "Optional Contracting Agency Job Descriptions".

2. TERM

- 2.1. The initial term of this Agreement shall begin on October 1, 2023 (the "Effective Date") and shall expire on September 30, 2024 ("Expiration Date"), unless terminated earlier in accordance with this Agreement ("Initial Term"). After the Initial Term, the Contracting Agency shall have the option, in its sole discretion, to renew this Agreement under the same terms and conditions for up to four (4) one-year renewal terms, subject to any price increases as identified in paragraph 2.2.
- 2.2. Service Provider may at its discretion, and subject to approval by Contracting Agency, increase the price for those services identified in Exhibit "B" of this Agreement a maximum of 5% at the start of each year the Agreement is renewed.

3. DEFINITIONS

The terms used in this Agreement shall have the following meaning:

- 3.1. Authority Having Jurisdiction ("AHJ") means Contracting Agency's Authority Having Jurisdiction (as that term is defined in NFPA 1582 Section 3.2.2) as an organization, office, or individual responsible for enforcing the requirements of a code or standard, or for approving equipment, materials, an installation, or a procedure. The AHJ for Contracting Agency is the Town of Prosper Fire Chief.
- 3.2. Annual Medical Evaluation: Periodic evaluation of Incumbent Firefighter to assess the Firefighter's ability to meet the Fire Department's standards regarding Firefighter fitness, as well as to identify areas of the Firefighter's medical status that may present future health issues.
- 3.3. Candidate Firefighter: A person whom the Fire Department leadership wants medically evaluated before starting employment
- 3.4. Human Performance Assessment: A series of self-reported standardized behavioral health assessments that measure the Participant's condition regarding behavioral health attributes that Service Provider has determined impact the Participant's personal and work performance.
- 3.5. Incumbent Firefighter: A firefighter who has been hired and is no longer a Candidate firefighter.

- 3.6. Pre-Employment Medical Evaluation: A series of laboratory tests, diagnostic exams, hands-on physical exam, and consultation with a medical provider to assess whether the Candidate firefighter meets the minimum requirements provided to Service Provider by Fire Department leadership.
- 3.7. Post-Offer Psychological Evaluations: More comprehensive psychological evaluation of Candidate Firefighter conducted by licensed psychologist after a job offer has been made to the Candidate Firefighter.
- 3.8. Psychological Evaluation: More comprehensive psychological evaluation of Candidate Firefighter or Incumbent Firefighter conducted by licensed psychologist
- 3.9. Psychological Wellness Check: A self-reported Behavioral Health analysis tool using standard psychological tests.

4. COMPENSATION

- 4.1. Contracting Agency will compensate Service Provider for services performed in the amounts specified in the attached Exhibit "B" "Fee Schedule."
- 4.2. Contracting Agency will compensate Service Provider for partially completed examinations in accordance with the provisions listed in Exhibit "C", "Charges for Partially Completed Evaluations."
- 4.3. The signed agreement between Service Provider and Contracting Agency, acknowledges that Contracting Agency agrees to Service Provider's "Make-up Policy" provided in Exhibit C.

5. PAYMENT

- 5.1. Service Provider will invoice Contracting Agency for services completed, based on a mutually agreed-upon schedule.
- 5.2. If Participants are re-scheduled through a request initiated by Contracting Agency, invoicing will still take place for services rendered according to the billing schedule agreed upon by both Parties.
- 5.3. If Service Provider initiates the re-schedule, then invoicing will be delayed until the evaluation is complete.
- 5.4. Payment is due within 30 days of invoice.

6. NON-APPROPRIATION

- 6.1. This Agreement is a commitment of Contracting Agency's current revenues only for the term of this Agreement.
- 6.2. It is understood and agreed that Contracting Agency shall have the right to terminate this Agreement at the end of any Contracting Agency fiscal year if the governing body of the Contracting Agency does not appropriate funds sufficient to compensate for the services, by providing immediate written notice to Service Provider of the non-appropriation.

7. PROFESSIONAL SERVICES TO BE PROVIDED

- 7.1. Service Provider will work with Contracting Agency/AHJ to develop the medical testing parameters of the Annual Medical Examination for Incumbent Firefighters using the latest version of NFPA 1582, as well as the Job Descriptions provided in Exhibit "F" of this Agreement as a basis of the Annual Medical Examination and adding the most recent, best medical science standards, in cardiovascular testing, blood work, and other medical testing to include testing for pulmonary function and cancer.
- 7.2. Service Provider will work with Contracting Agency to provide an annual "Psychological Wellness Check" for Incumbent Firefighters during their Annual Medical Evaluation known as the Human Performance Assessment. The Human Performance Assessment will be conducted by a Physician Assistant or MD/DO.
- 7.3. Service Provider will work with Contracting Agency/AHJ to test Candidate Firefighters using standards found in the latest version of NFPA 1582 as well as the Job Descriptions provided in Exhibit "F" of this Agreement.
- 7.4. Service Provider will work with Contracting Agency/AHJ to provide Candidate Firefighters with an optional entry-level Psychological Evaluation by a qualified Psychologist.
- 7.5. Service Provider will require Participants' cell phone numbers and email addresses in order to communicate and gather important information concerning the Annual Medical Evaluation data requirements and scheduling information.

8. LIMITED SCOPE OF MEDICAL EVALUATION

- 8.1. Service Provider's Annual Medical Evaluation is limited to only those services specified in Exhibit "B" "Scope of Services" and in compliance with Exhibit "C", and "D" using the latest version of NFPA 1582 with modifications for Incumbent Firefighters.
- 8.2. The Annual Medical Evaluation is intended to meet or exceed those testing parameters as found in the latest version of NFPA 1582 and based on the most updated, adopted, and acceptable medical industry standards.
- 8.3. The Annual Medical Evaluation is conducted for the sole purpose of providing a recommendation to Contracting Agency regarding Participant's medical fitness for duty.
- 8.4. It is understood that medical and psychological evaluations are NOT a functional or occupational assessment. If an Incumbent Firefighter, Candidate Firefighter, or staff participant refuses to acknowledge the limited scope of service or refuses to participate in any part of the evaluation, then Service Provider reserves the right to decline to make a recommendation of that Participant's medical fitness for duty.
- 8.5. It is also understood that an Annual Medical Evaluation alone cannot determine the occupational success of the Participant, and therefore, Service Provider recommends that Contracting Agency combines the Annual Medical Evaluation with other occupational specific evaluations in determining a Participant's overall fitness for duty such as a job analysis and skill performance for the essential elements of the job.
- 8.6. Contracting Agency acknowledges that Psychological Evaluations cannot determine the occupational success of a Participant, and therefore, Contracting Agency releases Service Provider from any adverse candidate outcome.
- 8.7. This Annual Medical Evaluation is partially based on Job Descriptions created and approved by Contracting Agency. See Exhibit "F" of this Agreement for said Job Descriptions.

- 8.8. AHJ or Contracting Agency is not required to adopt the latest version of NFPA 1582.
- 8.9. Contracting Agency's final authority for work and/or employment will remain with the Fire Chief/AHJ.

9. DISPUTED RESULTS

- 9.1. This Agreement is between Contracting Agency and Service Provider only. SERVICE PROVIDER SHALL NOT HAVE AN AGREEMENT WITH THE PARTICIPANT(S) TESTED.
- 9.2. In the event the Participant disputes the recommendation submitted by Service Provider to Contracting Agency, the resolution of such dispute will be accomplished through a process to be established by Service Provider and Contracting Agency.
- 9.3. Since medical clearance recommendations by Service Agency are based upon the standards put forth in NFPA 1582, as well as the applicable Job Descriptions and approved modifications by Contracting Agency for Participants and agreed upon in this Agreement, any expense incurred for re-testing or re-evaluation will be Contracting Agency's sole responsibility.
- 9.4. Since medical clearance recommendations by Service Agency are based upon the standards put forth in NFPA 1582, as well as applicable Job Descriptions (Exhibit "F") with agreed upon modifications and approved by Contracting Agency for Candidate Firefighters and agreed upon in this, any expense incurred for re-testing or re-evaluation will be the Contracting Agency sole responsibility.

EVALUATIONS PROVIDED

10. ANNUAL INCUMBENT FIREFIGHTER MEDICAL EVALUATIONS

- 10.1. Service Provider will provide an Annual Medical Evaluation for Participants identified by Contracting Agency, as set forth in the attached Exhibit "A" "Requirements", and in compliance with Exhibit "F", Contracting Agency Job Descriptions.
- 10.2. In addition, Contracting Agency may initiate a change order to add additional lab tests and other components made available by Service Provider at Service Provider's then current pricing.

11. PRE-EMPLOYMENT CANDIDATE FIREFIGHTER MEDICAL EVALUATION

- 11.1. The Service Provider will perform Pre-Employment Medical Evaluations and Psychological Evaluations for Contracting Agency, addressing the applicable components listed under the provisions in Exhibit "A", "Requirements", and in compliance with the 2022 version of NFPA 1582 as well as the Job Descriptions provided in Exhibit "F" of this Agreement.

12. LOCATION AND SCHEDULE OF SERVICES TO BE PROVIDED

- 12.1. Annual Medical Evaluations will be conducted by Service Provider at a location mutually agreeable to the Parties.
- 12.2. These Annual Medical Evaluations will be provided on a schedule that is mutually agreeable to the Parties, with the understanding that all Annual Medical Evaluations must be completed by the end of the Agreement Term.
- 12.3. Pre-Employment Medical Evaluations will take place at one of Service Provider's clinics on a schedule mutually agreeable to the Parties.

- 12.4. Service Provider specifically acknowledges that time is of the essence for scheduling Pre-Employment Medical and Psychological Evaluations and will make all reasonable efforts to complete such evaluations within the time specified by Contracting Agency.
- 12.5. Contracting Agency acknowledges that it takes no less than two weeks to coordinate, schedule, perform and report on any Medical Evaluations performed for Pre-Employment Medical Evaluations.
- 12.6. Contracting Agency acknowledges that it takes no less than three weeks to coordinate, schedule, perform and report on any Psychological Evaluations performed for Pre-Employment or, Post-Offer Psychological Evaluations. Service Provider reserves the right to conduct Psychological Evaluations via a HIPAA compliant telehealth platform.

13. ADDITIONAL SERVICES

- 13.1. To receive any additional services not provided for under this Agreement, Contracting Agency must separately contract with Service Provider under a change order. No services other than those specifically identified under this Agreement will be provided without a change order.
- 13.2. Additional services may be requested by Contracting Agency at any time and will be consistent with the services and fees set forth in Exhibit B, "Scope of Services and Fee Schedule," of the Agreement.

ADDITIONAL TERMS AND CONDITIONS

14. TERMINATION

- 14.1. Contracting Agency may terminate this Agreement for non-appropriation of sufficient funds, pursuant to **Paragraph 5**.
- 14.2. If either Party materially breaches any covenant under this Agreement, the other Party may notify the breaching Party in writing and, if the breach is not cured within 30 days, the non-breaching Party may terminate this Agreement.
- 14.3. Service Provider may immediately suspend services if it reasonably believes continued service would violate State or Federal law or violate applicable rules of professional conduct. Service Provider shall provide prior notice to Contracting Agency of suspended services.
- 14.4. In the event that this Agreement is terminated prior to the Expiration Date, Contracting Agency shall pay Service Provider for all services actually rendered up to the effective date of termination and Service Provider shall continue to provide Contracting Agency with services requested by Contracting Agency and in accordance with this Agreement up to the effective date of termination. Upon termination of this Agreement for any reason, Service Provider shall provide Contracting Agency with copies of all completed or partially completed documents prepared under this Agreement. In the event Service Provider has received access to Contracting Agency's information or data as a requirement to perform services hereunder, Service Provider shall return all Contracting Agency provided data to Contracting Agency in a machine-readable format or other format deemed acceptable by Contracting Agency.

15. INDEPENDENT CONTRACTING AGENCY

- 15.1. The Agreement shall not be construed as creating an employer/employee relationship, a partnership, or joint venture. Service Provider's services shall be those of an independent contracting agency.
- 15.2. Service Provider agrees and understands that the Agreement does not grant any rights or privileges established for employees of Contracting Agency.
- 15.3. Service Provider shall not be within protection or coverage of Contracting Agency's Worker Compensation Insurance, Health Insurance, Liability Insurance, or any other insurance that Contracting Agency, from time to time, may have in force for its existing employees.

16. NON DISCLOSURE AND CONFIDENTIALITY

- 16.1. Both Parties to this Agreement agree and understand that from time to time they may receive from each other certain information that is confidential to both Parties, hereinafter "Confidential Information." Contracting Agency understands that: (i) Confidential Information is commercially and competitively valuable to Service Provider and that it and its protection are vital to the success of Service Provider's business; (ii) the use or disclosure of Confidential Information by Contracting Agency, except in accordance with this Agreement, would cause irreparable harm to Service Provider; and (iii) nothing contained in this Agreement shall prohibit Service Provider from pursuing any remedies, whether at law or in equity, available to Service Provider for a breach or threatened breach of this Agreement, including the recovery of damages from, and injunctive relief against Contracting Agency and its members, both appointed or elected.
- 16.2. During the term of this Agreement and following the termination thereof, Contracting Party, to the extent permitted by law, will not use or disclose, directly or indirectly, any Confidential Information in any manner or for any purpose not in accordance with this Agreement or Texas law.
- 16.3. Upon termination of this Agreement, or at any time upon Service Provider's request, Contracting Party agrees to surrender to Service Provider, or destroy at Service Provider's request, some or all records, notes, notebooks, or the like, relating to Service Provider's operations, products, or business made or received by it during the term of this Agreement.
- 16.4. Upon termination of this Agreement, Contracting Party will return all other Service Provider's property in its custody, and shall be bound by this Non-Disclosure and Confidentiality Agreement. Notwithstanding the foregoing, Contracting Party may disclose Confidential Information to the extent required by law. As required by the Texas Public Information Act (the "Act"), Contracting Party will notify Service Provider in the event a public information request made to Contracting Party encompasses any information protected by this Agreement. As authorized by the Act, Service Provider may submit arguments against disclosure of the requested information directly to the Office of the Texas Attorney General. Contracting Party will only release the requested information if required to do so by the Office of the Texas Attorney General.

17. HIPAA COMPLIANCE

- 17.1. Service Provider is currently compliant and will remain compliant with all security measures required by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH").
- 17.2. Contracting Agency acknowledges that once Service Provider has delivered a medical or psychological evaluation recommendation, as outlined in this Agreement, it is Contracting Agency's responsibility to maintain these reports and protect this information as outlined by HIPAA and HITECH.

18. INSURANCE

- 18.1. Service Provider shall keep in full force and effect insurance coverage during the term of this Agreement, including without limitation statutory workers' compensation insurance; employer's liability and commercial general liability insurance; and comprehensive automobile liability insurance if appropriate.
- 18.2. The insurance certificate shall name Contracting Agency, its agents, officers, servants, and employees as additional insureds under the commercial general liability and automobile policies with respect to the operations and work performed by the named insured as required by written contract.
- 18.3. The General Liability policy is Primary & Non-Contributory.
- 18.4. Waiver of Subrogation applies under the General Liability and Workers' Compensation policies. The commercial general liability insurance minimum coverage shall be at least \$1,000,000 per incident, claim or occurrence, and \$1,000,000 aggregate. The Automobile Liability insurance minimum coverage shall be at least \$350,000 covering all owned, non-owned, and hired vehicles. The certificate shall provide that there will be no cancellation, termination, or non-renewal of the insurance coverage without a minimum 30-day written notice to Contracting Agency, except in the case of cancellation for non-payment of premium, which shall be at least 10 days written notice.

19. LIABILITY AND INDEMNIFICATION

- 19.1. **SERVICE PROVIDER SHALL BE LIABLE AND RESPONSIBLE FOR ANY AND ALL PROPERTY LOSS, PROPERTY DAMAGE, AND/OR PERSONAL INJURY TO ANY AND ALL PERSONS, OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, TO THE EXTENT CAUSED BY THE NEGLIGENT ACT(S) OR OMISSION(S), MALFEASANCE, OR INTENTIONAL MISCONDUCT OF SERVICE PROVIDER, ITS OFFICERS, AGENTS, SERVANTS, OR EMPLOYEES.**
- 19.2. **FURTHERMORE, SERVICE PROVIDER HEREBY COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND CONTRACTING AGENCY, ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS OR LAWSUITS OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, FOR EITHER PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO SERVICE PROVIDER'S BUSINESS AND ANY RESULTING LOST PROFITS) AND/OR PERSONAL INJURY TO ANY AND ALL PERSONS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS, MALFEASANCE, OR INTENTIONAL MISCONDUCT OF SERVICE PROVIDER, ITS OFFICERS, AGENTS, SERVANTS, OR EMPLOYEES.**

- 19.3. **FURTHERMORE, TO THE EXTENT PERMITTED BY TEXAS LAW, CONTRACTING AGENCY HEREBY COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND SERVICE PROVIDER, ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR LAWSUITS OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, FOR EITHER PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO CONTRACTING AGENCY'S BUSINESS AND ANY RESULTING COSTS) AND/OR PERSONAL INJURY TO ANY AND ALL PERSONS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OR MALFEASANCE OF CONTRACTING AGENCY, ITS OFFICERS, AGENTS, SERVANTS, OR EMPLOYEES.**

20. FORCE MAJEURE

- 20.1. Contracting Agency and Service Provider will exert all efforts to perform the tasks set forth herein within the proposed schedules. However, neither Contracting Agency nor Service Provider shall be held responsible for inability to perform under this Agreement if such inability is a direct result of a force substantially beyond its control, including but not limited to the following: strikes, riots, civil disturbances, fire, insurrection, war, embargoes, failures of carriers, acts of God, or the public enemy.

21. CONFLICTS OF INTEREST

Texas Local Government Code Chapter 176 ("Chapter 176") requires the disclosure of certain matters by contracting agencies doing business with or proposing to do business with local governmental agencies such as Contracting Agency. Service Provider has reviewed Chapter 176 and, if it is required to do so, will disclose such matters within seven (7) days of the date of submitting this Agreement to Contracting Agency, or within seven (7) days of becoming aware of a matter that requires disclosure, whichever is applicable.

22. NON-BOYCOTT VERIFICATION

For purposes of Chapter 2270 of the Texas Government Code, Service Provider represents and warrants that, at the time of execution and delivery of this Agreement, neither Service Provider, nor any wholly owned subsidiary, majority owned subsidiary, parent company, or affiliate of Service Provider, boycotts Israel. Service Provider agrees that, except to the extent otherwise required by applicable federal law, neither Service Provider nor any wholly owned subsidiary, majority owned subsidiary, parent company, or affiliate of Service Provider, will boycott Israel during the term of this Agreement. The terms "boycotts Israel" and "boycott Israel" as used in this clause have the meaning assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code.

23. NO BUSINESS WITH FOREIGN TERRORIST VERIFICATION

For purposes of Subchapter F of Chapter 2252 of the Texas Government Code, Service Provider represents and warrants that, at the time of execution and delivery of this Agreement, neither Service Provider, nor any wholly owned subsidiary, majority owned subsidiary, parent company, or affiliate of Service Provider engages in business with Iran, Sudan, or any foreign terrorist organization, as described in Chapter 2252 of the Texas

Government Code, or is a company listed by the Texas Comptroller under sections 2270.0201 or 2252.153 of the Texas Government Code. The term “foreign terrorist organization” as used in this clause has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

24. NO WAIVER

The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach hereof.

25. NONDISCRIMINATION

- 25.1. Service Provider, with regard to the work performed by it after award and prior to completion of this Agreement, shall not discriminate on the basis of race, color, sex, or national origin, including procurements of materials and leases of equipment. Service Provider shall not participate either directly or indirectly in the discrimination prohibited by any Federal, State, or Local law.
- 25.2. IF ANY CLAIM ARISES FROM AN ALLEGED VIOLATION OF THIS NON-DISCRIMINATION COVENANT BY SERVICE PROVIDER, ITS PERSONAL REPRESENTATIVES, ASSIGNS, OR SUCCESSORS IN INTEREST, SERVICE PROVIDER AGREES TO ASSUME SUCH LIABILITY AND TO INDEMNIFY AND DEFEND CONTRACTING AGENCY AND HOLD CONTRACTING AGENCY HARMLESS FROM SUCH CLAIM.

26. RIGHT TO AUDIT

- 26.1. Service Provider agrees that the representatives of Contracting Agency shall have access to, and the rights to audit, examine, and reproduce any and all Service Provider business records related to the performance under this Agreement.
- 26.2. Service Provider shall retain all such records for a period of three (3) years after final payment on this Agreement or until all audit and litigation matters that Contracting Agency has brought to the attention of Service Provider are resolved, whichever is longer.

27. NOTICES.

Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in the first-class mail of the United States properly, or sent via electronic means, addressed to the appropriate party at the address set forth in the identification of Parties section of this Agreement.

28. CONSTRUCTION

The captions or headings in this Agreement are for convenience only and do not define, limit, or otherwise describe the scope or intent of any provision or section of this Agreement. References to the singular include the plural and vice versa.

29. SEVERABILITY

If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect.

30. COMPLETE AGREEMENT

This Agreement supersedes all prior oral or written agreements and understandings between the Parties respecting the subject matter thereof, and constitutes the entire agreement between the Parties, and cannot be changed unless mutually agreed upon in writing by both Parties.

31. GOVERNING LAW: SUCCESSORS AND ASSIGNS

- 31.1. This Agreement and all matters or issues directly or collaterally relating thereto shall be interpreted by, governed in accordance with, and construed pursuant to the laws of the State of Texas without regard to its conflict of laws and rules, and both Parties agree to submit to jurisdiction in Texas.
- 31.2. Further, any action arising out of or relating to the performance of the parties hereunder, or the interpretation of this Agreement shall be brought exclusively in a court of competent jurisdiction located in Williamson County, Texas.
- 31.3. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective permitted successors and assigns.

32. COUNTERPARTS

This Agreement may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute one and the same instrument.

SIGNATURES

“Contracting Agency”

THE CONTRACTING AGENCY OF

By: Name, Title

Date Signed: _____

Approved as to form:

By Name, Title

“Service Provider”

Front Line Mobile Health, PLLC

6517 N. Lakewood Dr.Georgetown, TX 78633

By: Name, Managing Member

Bruce VanderhaarChief Marketing OfficerDate Signed: 11-2-2023

EXHIBIT A

Requirements

NFPA 1582 is not incorporated by reference due to the size of the document. However, the 14 Essential Jobs tasks are included for reference and can be superseded by the Contracting Agency's job description if provided to Service Provider:

- (1) Wearing personal protective equipment (PPE) and self-contained breathing apparatus (SCBA) while performing firefighting tasks (e.g., hose line operations, extensive crawling, lifting, and carrying heavy objects, ventilating roofs or walls using power or hand tools, forcible entry), rescue operations, and other emergency response actions under stressful conditions, including working in extremely hot or cold environments for prolonged time periods
- (2) Wearing an SCBA, which includes a demand-valve-type positive-pressure facepiece or HEPA filter mask, which requires the ability to tolerate increased respiratory workloads
- (3) Exposure to toxic fumes, irritants, particulates, biological (i.e., infectious) and nonbiological hazards, or heated gases, despite the use of PPE and SCBA
- (4) Climbing at least six flights of stairs or walking a similarly strenuous distance and incline in jurisdictions without tall buildings while wearing PPE and SCBA, commonly weighing 40–50 lb. (18–23 kg) and carrying equipment/tools weighing an additional 20–40 lb. (9–18 kg)
- (5) Wearing PPE and SCBA that is encapsulating and insulated, which will result in significant fluid loss that frequently progresses to clinical dehydration and can elevate core temperature to levels exceeding 102.2°F (39°C)
- (6) Working alone while wearing PPE and SCBA, searching, finding, and rescue-dragging or carrying victims ranging from newborns to adults weighing over 165 lb. (75 kg) to safety despite hazardous conditions and low visibility
- (7) While wearing PPE and SCBA, advancing water-filled hose lines up to 1 3/4 in. (45 mm) in diameter from fire apparatus to occupancy [approximately 150 ft (50 m)], which can involve negotiating multiple flights of stairs, ladders, and other obstacles
- (8) While wearing PPE and SCBA, climbing ladders, operating from heights, walking, or crawling in the dark along narrow and uneven surfaces that might be wet or icy, and operating in proximity to electrical power lines or other hazards
- (9) Unpredictable, prolonged periods of extreme physical exertion as required by emergency operations without benefit of a warm-up period, scheduled rest periods, meals, access to medication(s), or hydration
- (10) Operating fire apparatus or other vehicles in an emergency mode with emergency lights and sirens
- (11) Critical, time-sensitive, complex problem solving during physical exertion in stressful, hazardous environments, including hot, dark, tightly enclosed spaces, that is further aggravated by fatigue, flashing lights, sirens, and other distractions
- (12) Ability to communicate (i.e., give and comprehend verbal orders) while wearing PPE and SCBA under conditions of high background noise, poor visibility, and drenching from hose lines or fixed protection systems (e.g., sprinklers)

- (13) Functioning as an integral component of a team, where sudden incapacitation of a member can result in mission failure or in risk of injury or death to members of the public or other team members
- (14) Working in shifts, including during nighttime, that can extend beyond 12 hours

EXHIBIT B

Scope of Services and Fee Schedule

Exams and Tests to be done

Contracting Agency has chosen the “Essentials” level of services for its Annual Medical Evaluations from Service Provider for the October 1, 2023 to September 30, 2024 contract period.

Service Provider reserves the right, upon prior notice to Contracting Agency, to modify the list of services in this Exhibit in the event better results can be obtained by using different lab tests or methodologies. Cost will not change without the approval of the Contracting Agency.

Additional lab tests are available and can be added to this Agreement at Service Provider’s then current pricing through the Change Order process established by Service Provider.

For the 2023-24 contract period of October 1, 2023 – September 30, 2024, the general scope of services to be performed by Service Provider for an Annual Medical Evaluation includes, but is not limited to, the following:

ESSENTIALS LEVEL LAB TESTS AND PHYSICAL EXAMS
Personalized Risk Assessment
Health Questionnaire & Screening
Annual Human Performance Assessment
Physical Examination & Consultation w/ Medical Provider
LABORATORY ANALYSIS:
• Complete CBC
• Lipid Panel
• Comprehensive Metabolic Panel
• Prostate Specific Antigen (male) or CA-125 (female) (In Cancer-screening years)
• Urinalysis, with microscopic
• Fecal Occult Blood (in Cancer-screening years)
• HBA1C
Vision Screening
Body Composition Analysis
Audiogram
Cardiopulmonary Exercise Test (CPET) Alternating Years with Chest X-Ray/Ultrasound
Chest Radiograph (X-Ray) Alternating Years
Cancer Screening Ultrasound: thyroid, testicular (male only), abdomen (liver, gallbladder, pancreas, spleen, kidneys, ovaries, non-invasive) Alternating Years

Cost per Participant for the October 1, 2023 to September 30, 2024 contract period is \$604.

As an option for October 1, 2023 to September 30, 2024 contract period and subsequent years, Service Provider does offer a more comprehensive package of lab tests, behavioral health assessments, cardio-vascular testing, and cancer screening. This package would be the PARTNERSHIP tier.

Components and prices are shown in the following tables:

PARTNERSHIP LEVEL LAB TESTS AND PHYSICAL EXAMS
Personalized Risk Assessment
Health Questionnaire & Screening
Annual Human Performance Assessment
Physical Examination & Consultation w/ Medical Provider
LABORATORY ANALYSIS:
• Complete CBC
• Lipid Panel
• Comprehensive Metabolic Panel
• Prostate Specific Antigen (male) or CA-125 (female)
• Urinalysis, with microscopic
• Fecal Occult Blood
• C-Reactive Protein
• Uric Acid
• HBA1C
• Free Testosterone
• Cortisol
• TSH (Thyroid)
Vision Screening
Body Composition Analysis
Audiogram
Cardiopulmonary Exercise Test (CPET)
Chest Radiograph (X-Ray)
Cancer Screening Ultrasound: thyroid, testicular (male only), abdomen (liver, gallbladder, pancreas, spleen, kidneys, ovaries, non-invasive)

The most comprehensive level of services we offer is the PARTNERSHIP tier, which offers more extensive lab testing and provides the most comprehensive experience for the Participant. The price for PARTNERSHIP for October 1, 2023 to September 30, 2024 contract period is \$861 per Participant and is subject to change in subsequent years.

In recognition of the importance of only hiring physically and mentally qualified people, Service Provider offers a comprehensive set of exams and lab tests to Contracting Agency.

For the contract period of October 1, 2023 September 30, 2024, Service Provider is making available as an option three tiers of Candidate Evaluations, so that Contracting Agency can choose the level of testing and cost to be undertaken. The choice of tier selected initially can be changed throughout the year depending upon the requirements of the Contracting Agency.

The entry-level candidate/applicant Medical Evaluation is the Foundations Tier, and it is composed of the following lab tests and exams:

CANDIDATE PHYSICAL -FOUNDATIONS TIER	
MEDICAL EVALUATION OF CANDIDATES	
Individualized Health Risk Appraisal	
Medical History Questionnaire & Screening	
Physical Examination & Consultation w/ Medical Provider w/ range of motion on all extremities and spine	
Vision test (distance/color/peripheral)	
Hernia Exam	
LABORATORY ANALYSIS:	
• Complete CBC	
• Lipid Panel	
• Comprehensive Metabolic Panel	
• Urinalysis, with microscopic	
• Drug Screen 11 w/ETOH	
• Uric Acid	
• HBA1C	
Audiogram	
Body Composition Analysis	
Cardiopulmonary Exercise Test (CPET)	

Cost of Candidate Physical-Foundations Tier per Participant is \$ 800.00. This is subject to change in subsequent years.

Please note: In accordance with paragraph 12.5, if a request is made by Contracting Agency to do a candidate evaluation in less than two weeks, Service Provider may apply a \$250 per exam expediting charge. In the event such a charge is required, Service Provider will notify Contracting Agency in advance of starting the evaluation.

The next tier candidate evaluation is performed at the Essentials Tier. It provides the following more extensive list of lab tests and exams:

CANDIDATE PHYSICAL - ESSENTIALS TIER
MEDICAL EVALUATION OF CANDIDATES
Individualized Health Risk Appraisal
Medical History Questionnaire & Screening
Human Performance Assessment
Physical Examination & Consultation w/ Medical Provider w/ range of motion on all extremities and spine
Vision test (distance/color/peripheral)
Hernia Exam
LABORATORY ANALYSIS:
• Complete CBC
• Lipid Panel
• Comprehensive Metabolic Panel
• Prostate Specific Antigen (male) or CA-125 (female)
• Urinalysis, with microscopic
• Fecal Occult Blood
• C-Reactive Protein
• QuantiFERON Gold (TB Test- Blood)
• Hepatitis Profile
• Drug Screen 11 w/ETOH
• Uric Acid
• HBA1C
• TSH Third Generation
• Tetanus IGG
• Measles, Mumps, Rubella (MMR)
• Lipoprotein (a)
Audiogram
Body Composition Analysis
Chest X-Ray
Cardiopulmonary Exercise Test (CPET)

Cost per Participant at the Essentials Tier level in October 1, 2023 to September 30, 2024 contract period is \$1,200. This is subject to change in subsequent years.

The highest tier candidate evaluation is performed at the Partnership Tier. It provides the following most extensive list of lab tests and exams:

CANDIDATE PHYSICAL - PARTNERSHIP TIER
MEDICAL EVALUATION OF CANDIDATES
Individualized Health Risk Appraisal
Medical History Questionnaire & Screening
Human Performance Assessment
Physical Examination & Consultation w/ Medical Provider w/ range of motion on all extremities and spine
Vision test (distance/color/peripheral)
Hernia Exam
LABORATORY ANALYSIS:
• Complete CBC
• Lipid Panel
• Comprehensive Metabolic Panel
• Prostate Specific Antigen (male) or CA-125 (female)
• Urinalysis, with microscopic
• Fecal Occult Blood
• C-Reactive Protein
• QuantiFERON Gold (TB Test- Blood)
• Coagulation Studies (PT, PTT, INR)
• Hepatitis Profile
• Drug Screen 11 w/ETOH
• Uric Acid
• HBA1C
• TSH Third Generation
• Sick Cell Screen
• Blood Type (ABO and RH Type)
• Tetanus IGG
• Measles, Mumps, Rubella (MMR)
• Lipoprotein (a)
• Heavy Metals
• Cholinesterase
Audiogram
Body Composition Analysis
X-Ray- Chest PA/Lat, Cervical, Thoracic, and Lumbar Spines
Cardiopulmonary Exercise Test (CPET)

The cost of Participant at the Partnership Tier level \$1,600 in the October 1, 2023 to September 30, 2024 contract period. Should Contracting Agency decide to upgrade the Annual Medical Evaluations to the Partnership Tier, the cost per Candidate Partnership tier drops to \$1,300 for 2023-24. Price is subject to change in subsequent years.

Exhibit C

Charges for Partially Completed Evaluations:

In the event a Participant of Contracting Agency withdraws and does not complete the entire 4-Step process conducted by Service Provider, cancellation charges will be billed to Contracting Agency, based on how many of the steps have been completed by the participant. The charges will be based on the following:

1. If a Participant (Incumbent or Candidate Firefighter) withdraws or is withdrawn after the roster of names has been submitted to Service Provider, but before any specimens are collected or lab tests have taken place, a charge of 25% of the cost for an annual or candidate physical will be assessed.
2. If a Participant withdraws after the specimen collection and lab tests, but before any physical testing has taken place, the charge will be 50% of the cost for an annual or candidate physical.
3. If a Participant withdraws after the physical testing but before the medical examination and one-on-one consultation with the medical provider, the charge will be 75% of the cost for an annual or candidate physical.
4. Once the medical exam and consultation have taken place, 100% of the charge will be billed.

In the event a participant withdraws from the process due to injury, FLMA, deployment or other extenuating circumstances, Service Provider and Contracting Agency agree to negotiate an appropriate cancellation charge, depending on if/when the participant is scheduled to resume duties.

Make up Policy

Service Provider will coordinate and reschedule any portion of the Annual Medical Evaluation directly with any member that was not available during the pre-determined event schedule for up to 30 days after the last scheduled medical exam and provider consultation (#4) as listed above. After 30 days, Contracting Agency accepts the responsibility to coordinate with Service Provider for these services. Service Provider will bill for partially completed exams as referenced above after 30 days for all services rendered. Make ups will occur at one of Service Provider's physical offices and not Contracting Agency's location.

Exhibit D
Scope of Services and Fee Schedule for Psychological Suitability Evaluations

The purpose of this optional psychological screening, conducted by the Front Line staff forensic psychologist, is twofold. When evaluating potential firefighters, the goal is to screen-out or deselect candidates who do not meet minimum requirements and standards. When evaluating sworn officers considered for promotion or movement to positions of greater responsibility, the goal is to select-in or identify the best candidates from among those who have already been determined to meet minimum qualifications.

The psychological evaluation is conducted at the post-offer phase or during the promotion evaluation phase, although both include an assessment of normal-range personality traits and characteristics. The test scores are interpreted within the context of other information gathered from interviews, behavioral observations, reviews of psychological and other relevant medical records, as well as information provided by third parties (e.g., background investigators, health professionals). The integration of information from across a variety of sources serves to strengthen the confidence placed in the resulting inferences.

SUITABILITY EVALUATION
Individualized evaluation
Review of Department Documents (investigation, polygraph)
Clinical Interview with Psychologist
Psychological Testing:
• Personality Assessment Inventory (PAI)
• State and Trait Anxiety Inventory (STAXI)
Completed Risk Matrix
Dichotomous Recommendation for Hire

The cost per suitability evaluation for October 1, 2023 to September 30, 2024 contract period is \$ 475.00 per Participant.

Exhibit E
Examinee Waiver

Scope of Service
To be signed by each Participant examined

By initialing and signing below, I acknowledge that I understand the scope of the medical services I receive today is solely to identify whether I am physically and mentally able to continue to perform my essential job duties without undue risk of harm to myself or others, in accordance with the standards established under the National Fire Protection Association 1582 (Standard on Comprehensive Occupational Medical Program for Fire Departments, 2022 Edition).

Initial _____

I acknowledge and understand that Front Line Mobile Health, PLLC is not establishing a patient-provider relationship. This evaluation is performed pursuant to the Professional Services Agreement between Front Line Mobile Health, PLLC and your department, and/or Texas Local Government Code, Chapter 143 (if applicable), and/or your department's labor/management agreement (if applicable) and it does not replace those evaluations or health care treatment plans recommended by my primary care physician/manager or other specialty provider. I will discuss any abnormal findings or results with my primary care physician/manager for a comprehensive diagnosis and treatment plan.

Initial _____

Please note that due to the sensitivity of the testing equipment and lab procedures used by Front Line Mobile Health, PLLC, abnormal results and findings, along with revaccination or intervention after certain exposures, may be detected that are of insignificant physiological importance concerning your ability to perform your duties. However, they may warrant a recommended referral to your primary care physician/manager. You are encouraged to discuss these abnormal results and findings with them. Please note that Front Line Mobile Health, PLLC will not reimburse you or your department for the cost of any appointments, additional examinations, or testing you and your primary care physician choose to undertake.

Initial _____

This medical evaluation consists of an examination of major body systems, the analysis of laboratory results, radiographic studies, online questionnaires, and various other diagnostic studies. All findings and results are strictly confidential and will be provided only to me unless I provide a separate written consent for their release. However, I fully understand and acknowledge that the specific information, results, and findings from the medical examination, evaluation, laboratory results, and medical findings, will form the basis of the Medical Director's recommendation to the Fire Chief regarding my continued fitness for duty.

Initial _____

Non-identifiable aggregated medical and health information gathered from this and other co-workers' medical examinations will be used to monitor acute and long-term effects of the working environment; detect patterns of disease in the workforce; provide quantifiable medical information on the entire workplace; to inform others in the workforce of the occupational hazards of your occupation; and for research studies that will be used to identify patterns, make correlations, and drive positive change in your chosen profession.

Initial _____



I acknowledge that the Fire Chief, his/her designee, or the Authority Having Jurisdiction makes the final determination on employment, work restrictions and adherence to medical recommendations. Front Line Mobile Health, PLLC and its medical director have no authority or jurisdiction as it relates to my work status, they only make recommendations. If I wish to question or contest the results of this exam, I must do so using the rules and regulations adopted in the Professional Services Agreement between my organization and Front Line Mobile Health, PLLC.

Initial _____

Examinee Signature_____
Date

Copy: Examinee
Medical File

Exhibit F (Optional)
Contracting Agency Job Descriptions

	Standard Operating Guidelines		No. 107.0
	Fire Captain		
	Issuance Date: 03/2002	Last Revision Date: 07/30/2020	Last Review Date: 03/21/2022
	Authorized by: Stuart Blasingame, Fire Chief 		

Summary: Serves under general direction of the Assistant Fire Chief. Oversees and directs the activities of an assigned fire station; supervises subordinate personnel engaged in providing emergency services, and acts for supervising officers in their absence. Supervises and performs a variety of highly technical and specialized tasks involving and/or related to fire suppression, emergency medical services, rescue, hazardous materials incidents, fire prevention, fire inspections, administration, and other special assignments as required. Supervises emergency and non-emergency incident scenes unless relieved by a higher ranking officer. Performs other duties as assigned.


The following duties are typical of this classification and are intended only to describe the various types of work that may be performed, the level of technical complexity of the assignment(s), and are not intended to be an all-inclusive list of duties. The omission of a specific duty statement does not exclude it from the position if the work is consistent with the concept of the classification, or is similar or closely related to another duty statement to address business needs and changing business practices.

Essential Job Functions:

- Oversees, directs, and supervises subordinate personnel.
- Supervises and monitors shift activities at assigned fire station.
- Directs and supervises the maintenance of fire station facilities, grounds, vehicles, and properties.
- Be knowledgeable of the department standard operating guidelines and Town policies.
- Interprets and explains department standard operating guidelines and Town policies to the public and Department members.
- Responds to emergency and non-emergency calls for service.
- Takes command at the scene of an emergency incident until the arrival of a higher level supervising officer.
- Provides appropriate level of medical assistance when necessary.
- Evaluates and approves department training needs of assigned staff.
- Maintain required certifications.
- Interprets fire department rules and regulations for subordinate personnel; prepares letters, memorandums, reports, and station logs.
- Responds to requests and inquiries from the general public, other department personnel, and other Town departments.
- Prepare, review, process, and maintain accurate required reports and records.
- Completes assigned special projects in area of expertise or as assigned.
- Regular and consistent attendance for the assigned work hours is essential.

Required Knowledge and Skills:

- Knowledge of administration and supervision of assigned fire stations.
- Knowledge of emergency medical services.
- Knowledge of ambulance operation principles and practices.
- Knowledge of fire prevention, suppression, and education methods, practices and procedures for a variety of fire, hazardous materials responses, emergency management systems and rescue operations.
- Knowledge and skill associated with operating specialized communication equipment.
- Knowledge of safe work practices and procedures.
- Knowledge of pertinent federal, state and local laws, codes and regulations.
- Proficiency in the use of computers and related hardware and software for development and maintenance of

	Standard Operating Guidelines		No. 107.0
	Fire Captain		
	Issuance Date: 03/2002	Last Revision Date: 07/30/2020	Last Review Date: 03/21/2022
	Authorized by: Stuart Blasingame, Fire Chief <i>Stuart Blasingame</i>		

safety and health inspections, annual reviews, and other documentation.

- Ability to exercise sound judgment and rational thinking under stressful and/or dangerous circumstances.
- Ability to evaluate various options and alternatives and choose an appropriate and reasonable course of action.
- Skill in effective oral and written communications.
- Skill in implementing assigned fire station procedures and objectives.
- Skill in effectively supervising and delegating duties to assigned staff.
- Skill in resolving customer complaints and concerns.
- Skill in effectively supervising and delegating assignments to assigned staff.

Required Education, Experience and Certifications:

- Held previous rank of Fire Lieutenant or equivalent.
- High School graduation or equivalent, preferably supplemented by college level courses in Fire Science.
- Four (4) years of full time experience as a firefighter.
- Current on all TDSHS requirements for paramedic certification.
- Current on all TCFP requirements for all required certifications.
- Successful completion of all medical control requirements to perform as a Paramedic with the Prosper Fire Department.
- Must possess and maintain a valid Texas Class B Exempt driver's license.
- Must maintain a satisfactory rating on annual performance evaluation reports.
- Must possess the following certifications (by application deadline):
 1. Texas Department of State Health Services (TDSHS) Paramedic.
 2. Texas Commission on Fire Protection (TCFP) Driver/Operator.
 3. Texas Commission on Fire Protection (TCFP) Fire Instructor II.
 4. Texas Commission on Fire Protection (TCFP) Fire Officer II.
 5. Texas Commission on Fire Protection (TCFP) Incident Safety Officer.
 6. Texas Commission on Fire Protection (TCFP) Intermediate Firefighter.
 7. NIMS Certifications 100, 200, 700, 800.

Environmental Factors and Conditions/Physical Requirements:

- Work is performed in office and field environments.
- May be subject to repetitive motion such as typing, data entry, and vision to monitor.
- May be subject to exposure to extreme temperatures, extreme weather conditions, hazardous chemicals, toxic fumes, unstable buildings and structures, infectious diseases, body fluids, air and water borne pathogens.
- May be subject to wearing full protective clothing and self-contained breathing apparatus for extended periods of time.
- May be subject to extended periods of bending, reaching, kneeling, climbing and standing on ladders and lifts, walking over unstable surfaces and terrain, lifting and carrying up to 70 pounds unassisted, dragging up to 160 pounds unassisted, and handling and operating high pressure water hoses.
- May be exposed to hostile, angry or emotional citizens, patients and business owners.

Equipment and Tools Utilized

- Equipment utilized includes standard office equipment, including but not limited to personal computers, copiers, calculators, and fax machines.



Standard Operating Guidelines

No. 107.0

Fire Captain

 Issuance Date:
03/2002

 Last Revision Date:
07/30/2020

 Last Review Date:
03/21/2022

Authorized by: Stuart Blasingame, Fire Chief

- Operates specialized rescue and emergency medical response equipment including but not limited to two-way radio equipment, intubation and IV equipment, heart monitor/defibrillators and department vehicles.

PROSPER'S PURPOSE - PROSPER IS A PLACE WHERE EVERYONE MATTERS


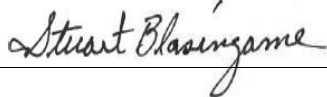
My signature below indicates I have read and understand the duties and responsibilities listed herein.

Signature _____

Printed name _____

Date _____

ADA/EOE

	Standard Operating Guidelines		Item 20.
	No. 108.0		
	Fire Lieutenant		
	Issuance Date: 03/2002	Last Revision Date: 07/30/2020	Last Review Date: 03/21/2022
Authorized by: Stuart Blasingame, Fire Chief 			

Summary: Serves under general direction of the Fire Captain. Oversees and directs the activities of an assigned fire station; supervises subordinate personnel engaged in providing emergency services, and acts for supervising officers in their absence. Supervises and performs a variety of highly technical and specialized tasks involving and/or related to fire suppression, emergency medical services, rescue, hazardous materials incidents, fire prevention, fire inspections, administration, and other special assignments as required. Supervises emergency and non-emergency incident scenes unless relieved by a higher ranking officer. Performs other duties as assigned.


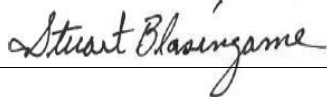
The following duties are typical of this classification and are intended only to describe the various types of work that may be performed, the level of technical complexity of the assignment(s), and are not intended to be an all-inclusive list of duties. The omission of a specific duty statement does not exclude it from the position if the work is consistent with the concept of the classification, or is similar or closely related to another duty statement to address business needs and changing business practices.

Essential Job Functions:

- Oversees, directs, and supervises subordinate personnel.
- Supervises and monitors shift activities at assigned fire station.
- Directs and supervises the maintenance of fire station facilities, grounds, vehicles, and properties.
- Be knowledgeable of the department standard operating guidelines and Town policies.
- Interprets and explains department standard operating guidelines and Town policies to the public and Department members.
- Responds to emergency and non-emergency calls for service.
- Takes command at the scene of an emergency incident until the arrival of a higher level supervising officer.
- Provides appropriate level of medical assistance when necessary.
- Evaluates and approves department training needs of assigned staff.
- Maintain required certifications.
- Interprets fire department rules and regulations for subordinate personnel; prepares letters, memorandums, reports, and station logs.
- Responds to requests and inquiries from the general public, other department personnel, and other Town departments.
- Prepare, review, process, and maintain accurate required reports and records.
- Completes assigned special projects in area of expertise or as assigned.
- Regular and consistent attendance for the assigned work hours is essential.

Required Knowledge and Skills:

- Knowledge of administration and supervision of assigned fire stations.
- Knowledge of emergency medical services.
- Knowledge of ambulance operation principles and practices.
- Knowledge of fire prevention, suppression, and education methods, practices and procedures for a variety of fire, hazardous materials responses, emergency management systems and rescue operations.
- Knowledge and skill associated with operating specialized communication equipment.
- Knowledge of safe work practices and procedures.
- Knowledge of pertinent federal, state and local laws, codes and regulations.
- Proficiency in the use of computers and related hardware and software for development and maintenance of

	Standard Operating Guidelines		No. 108.0	Item 20.
	Fire Lieutenant			
	Issuance Date: 03/2002	Last Revision Date: 07/30/2020	Last Review Date: 03/21/2022	
	Authorized by: Stuart Blasingame, Fire Chief 			

safety and health inspections, annual reviews, and other documentation.

- Ability to exercise sound judgment and rational thinking under stressful and/or dangerous circumstances.
- Ability to evaluate various options and alternatives and choose an appropriate and reasonable course of action.
- Skill in effective oral and written communications.
- Skill in implementing assigned fire station procedures and objectives.
- Skill in effectively supervising and delegating duties to assigned staff.
- Skill in resolving customer complaints and concerns.
- Skill in effectively supervising and delegating assignments to assigned staff.

Required Education, Experience and Certifications:


- Held previous rank of Driver/Engineer or equivalent.
- High School graduation or equivalent, preferably supplemented by college level courses in Fire Science.
- Four (4) years of full time experience as a firefighter.
- Current on all TDSHS requirements for paramedic certification.
- Current on all TCFP requirements for all required certifications.
- Successful completion of all medical control requirements to perform as a Paramedic with the Prosper Fire Department.
- Must possess and maintain a valid Texas Class B Exempt driver's license.
- Must maintain a satisfactory rating on annual performance evaluation reports.
- Must possess the following certifications (by application deadline):
 1. Texas Department of State Health Services (TDSHS) Paramedic.
 2. Texas Commission on Fire Protection (TCFP) Driver/Operator.
 3. Texas Commission on Fire Protection (TCFP) Fire Instructor I.
 4. Texas Commission on Fire Protection (TCFP) Fire Officer I.
 5. Texas Commission on Fire Protection (TCFP) Incident Safety Officer.
 6. Texas Commission on Fire Protection (TCFP) Intermediate Firefighter.
 7. NIMS Certifications 100, 200, 700, 800.

Environmental Factors and Conditions/Physical Requirements:

- Work is performed in office and field environments.
- May be subject to repetitive motion such as typing, data entry, and vision to monitor.
- May be subject to exposure to extreme temperatures, extreme weather conditions, hazardous chemicals, toxic fumes, unstable buildings and structures, infectious diseases, body fluids, air and water borne pathogens.
- May be subject to wearing full protective clothing and self-contained breathing apparatus for extended periods of time.
- May be subject to extended periods of bending, reaching, kneeling, climbing and standing on ladders and lifts, walking over unstable surfaces and terrain, lifting and carrying up to 70 pounds unassisted, dragging up to 160 pounds unassisted, and handling and operating high pressure water hoses.
- May be exposed to hostile, angry or emotional citizens, patients and business owners.

Equipment and Tools Utilized

- Equipment utilized includes standard office equipment, including but not limited to personal computers, copiers, calculators, and fax machines.

	Standard Operating Guidelines		No. 108.0
	Fire Lieutenant		
	Issuance Date: 03/2002	Last Revision Date: 07/30/2020	Last Review Date: 03/21/2022
	Authorized by: Stuart Blasingame, Fire Chief <i>Stuart Blasingame</i>		

- Operates specialized rescue and emergency medical response equipment including but not limited to two-way radio equipment, intubation and IV equipment, heart monitor/defibrillators and department vehicles.

PROSPER'S PURPOSE - PROSPER IS A PLACE WHERE EVERYONE MATTERS


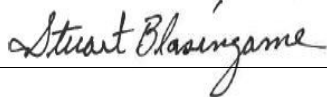
My signature below indicates I have read and understand the duties and responsibilities listed herein.

Signature

Printed name

Date

ADA/EOE

	Standard Operating Guidelines		No. 109.0	Item 20.
	Driver Engineer			
	Issuance Date: 03/2002	Last Revision Date: 07/30/2020	Last Review Date: 03/21/2022	
	Authorized by: Stuart Blasingame, Fire Chief 			

Summary: Serves under general direction of the Fire Captain or Fire Lieutenant. Driver/Engineer shall drive, operate, and maintain fire apparatus according to Fire Department Standard Operating Guidelines; manufacturer recommendations; motor vehicle laws of the State of Texas; and the rules, regulations, procedures, and policies of the Town of Prosper. Performs other duties as assigned.


The following duties are typical of this classification and are intended only to describe the various types of work that may be performed, the level of technical complexity of the assignment(s), and are not intended to be an all-inclusive list of duties. The omission of a specific duty statement does not exclude it from the position if the work is consistent with the concept of the classification, or is similar or closely related to another duty statement to address business needs and changing business practices.

Essential Job Functions:

- Drive and maneuver Fire Department apparatus in a safe, effective, and efficient manner while responding to emergency or non-emergency incidents, or while fulfilling routine or general driving assignments.
- Operate Fire Department apparatus in support of emergency and non-emergency operations according to recognized NFPA standards.
- Knowledge of streets and routes within the Town and surrounding areas to ensure expeditious response times.
- Conduct routine care and maintenance of Fire Department apparatus, assuring for operational readiness in accordance with manufacturer recommendations.
- Maintain daily inspection and maintenance records of assigned Fire Department apparatus.
- Recognize and promptly report safety or mechanical problems immediately to higher ranking officer.
- Perform daily apparatus inventory of fire, rescue, and EMS equipment and supplies of assigned Fire Department apparatus; reporting missing or damaged equipment immediately to higher ranking officer.
- Participate in fire containment and suppression, ventilation, rescue, property conservation, and customer service activities while protecting life and property.
- Be knowledgeable of the Fire Department Standard Operating Guidelines and Town policies.
- Administers first aid and emergency medical care to injured/ill persons consistent with the level authorized by Paramedic certification, established medical protocols, and standard operating procedures.
- Participate in fire prevention, fire protection systems inspections, fire safety education presentations and pre-fire planning as required.
- Participate in all Fire Department and company level training activities.
- Complete all routine paperwork and reports in a correct and timely manner.
- Receive and execute routine assignments, special projects or programs, and orders as directed by a higher ranking officer.
- At the direction of, or in the absence of, a higher-ranking officer, assume the responsibilities, activities and duties of a higher rank until relieved.
- Regular and consistent attendance for the assigned work hours is essential.

Required Knowledge and Skills:

- Skill, knowledge and abilities set forth by the Texas Commission on Fire Protection Basic-Driver/Operator-Pumper and Basic-Structural Fire Fighter Certifications.
- Demonstrate the application of defensive driving theory and principles as defined by Smith Driving Systems curriculum and maintain familiarity with all State and local laws, including City and Department rules and

	Standard Operating Guidelines		No. 109.0
	Driver Engineer		
	Issuance Date: 03/2002	Last Revision Date: 07/30/2020	Last Review Date: 03/21/2022
	Authorized by: Stuart Blasingame, Fire Chief <i>Stuart Blasingame</i>		

regulations governing safe driving practices and operation of all Fire Department vehicles.

- Demonstrate an advanced level of knowledge and awareness for fire apparatus and equipment operating principles, practices, and procedures in support of fire suppression, rescue and EMS services delivery needs.
- Troubleshoot problems relating to principles and practices of fire pump operation, hydraulics, aerial ladder operation, and general apparatus performance.
- Demonstrate a working knowledge of the municipal water supply system, including fire hydrant location and flow, and fixed automatic fire protection systems.
- Knowledge of fire prevention, suppression, and education methods, practices and procedures for a variety of fire, hazardous materials responses, emergency management systems and rescue operations.
- Knowledge to apply the fundamental concepts, principles, and techniques of modern fire apparatus operation, application and maintenance, and basic supervisory practices.
- Ability to effectively communicate and present both verbal and written reports as required, function as a valued Fire Company team member, and interact in a positive and professional manner with peers, superiors, and the public.
- Knowledge and skill associated with operating specialized communication equipment.
- Ability to exercise sound judgment and rational thinking under stressful and/or dangerous circumstances.
- Ability to evaluate various options and alternatives and choose an appropriate and reasonable course of action.

Required Education, Experience and Certifications:

- High School graduation or equivalent, preferably supplemented by college level courses in Fire Science.
- Two (2) years of full-time experience as a firefighter, with one (1) year as a full-time Prosper Firefighter.
- Must possess a Texas Commission on Fire Protection Driver/Operator-Pumper Certification.
- Must hold a valid Texas Class B Exempt driver's license.
- Current on all TDSHS requirements for paramedic certification.
- Current on all TCFP requirements for all required certifications.
- Successful completion of all medical control requirements to perform as a Paramedic with the Prosper Fire Department.
- Must maintain a satisfactory rating on annual performance evaluations.
- NIMS Certifications 100, 200, 700, 800.

Environmental Factors and Conditions/Physical Requirements:

- Work is performed in office and field environments.
- May be subject to repetitive motion such as typing, data entry, and vision to monitor.
- May be subject to exposure to extreme temperatures, extreme weather conditions, hazardous chemicals, toxic fumes, unstable buildings and structures, infectious diseases, body fluids, air and water borne pathogens.
- May be subject to wearing full protective clothing and self-contained breathing apparatus for extended periods of time.
- May be subject to extended periods of bending, reaching, kneeling, climbing and standing on ladders and lifts, walking over unstable surfaces and terrain, lifting and carrying up to 70 pounds unassisted, dragging up to 160 pounds unassisted, and handling and operating high pressure water hoses.
- May be exposed to hostile, angry or emotional citizens, patients and business owners.

Equipment and Tools Utilized



Standard Operating Guidelines

No. 109.0

Driver Engineer

 Issuance Date:
03/2002

 Last Revision Date:
07/30/2020

 Last Review Date:
03/21/2022

Authorized by: Stuart Blasingame, Fire Chief

- Equipment utilized includes standard office equipment, including but not limited to personal computers, copiers, calculators, and fax machines.
- Operates specialized rescue and emergency medical response equipment including but not limited to two-way radio equipment, intubation and IV equipment, heart monitor/defibrillators and department vehicles.

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My signature below indicates I have read and understand the duties and responsibilities listed herein.

Signature

Printed name

Date

ADA/EOE

	Standard Operating Guidelines		No. 110.0
	Firefighter Paramedic		
	Issuance Date: 03/2002	Last Revision Date: 11/09/2021	Last Review Date: 11/09/2021
	Authorized by: Stuart Blasingame, Fire Chief 		

Summary: Performs a variety of highly technical and specialized tasks involving and/or related to fire suppression, emergency medical services, rescue, hazardous materials incidents, fire prevention, fire inspections, administration, and other special assignments as required. Supervises and controls emergency medical scenes until relieved by a higher ranking officer. Performs other duties as assigned.



The following duties are typical of this classification and are intended only to describe the various types of work that may be performed, the level of technical complexity of the assignment(s), and are not intended to be an all-inclusive list of duties. The omission of a specific duty statement does not exclude it from the position if the work is consistent with the concept of the classification, or is similar or closely related to another duty statement to address business needs and changing business practices.

Essential Job Functions:

- Responds to emergency and non-emergency calls for service.
- Administers first aid and emergency medical care to injured/ill persons consistent with the level authorized by Paramedic certification, established medical protocols, and standard operating procedures.
- Secures safety of the incident scene.
- Determines medical status and priority of medical treatment.
- Stabilizes and immobilizes patients and prescribes a mode of transportation to emergency medical care facilities based on condition of patients.
- Follows established universal health precautions in the treatment and care of patients.
- Inspects, tests, cleans and maintains station facilities, grounds, equipment, and apparatus.
- Conducts pre-fire inspections of businesses.
- Participates in daily training exercises and instruction to increase performance.
- Responds to requests and inquiries from the general public, other Department personnel, and other Town Departments.
- Works shift schedules including weekends, holidays and extended hours in emergency, disaster, or other situations influenced by heavy workloads or other staffing difficulties.
- Participates on department committees and attends meetings as required.
- Conducts public education activities.
- Must learn streets and routes within the Town and surrounding areas to include the location of medical facilities to ensure expeditious response times.
- Attend scheduled training necessary to maintain Paramedic certification and minimum continuing education credit as required by the Texas Department of State Health Services and/or Medical Control Physician.
- Regular and consistent attendance for the assigned work hours is essential.

Required Knowledge and Skills:

- Knowledge of emergency medical services.
- Knowledge of ambulance operation principles and practices.
- Knowledge of fire prevention, suppression, and education methods, practices and procedures for a variety of fire, hazardous materials responses, emergency management systems and rescue operations.
- Knowledge and skill associated with operating specialized communication equipment.
- Proficiency in the use of computers and related hardware and software for development and maintenance of safety and health inspections, annual reviews, and other documentation.

	Standard Operating Guidelines		No. 110.0
	Firefighter Paramedic		
	Issuance Date: 03/2002	Last Revision Date: 11/09/2021	Last Review Date: 11/09/2021
	Authorized by: Stuart Blasingame, Fire Chief 		

- Knowledge of safe work practices and procedures.
- Knowledge of pertinent Federal, State and local laws, codes and regulations.
- Ability to exercise sound judgment and rational thinking under stressful and/or dangerous circumstances.
- Ability to evaluate various options and alternatives and choose an appropriate and reasonable course of action.
- Skill in effective oral and written communications.

Required Education, Experience and Certifications:

- High School graduation or equivalent, preferably supplemented by college level courses in Fire Science.
- Current on all TDSHS requirements for paramedic certification.
- Current on all TCFP requirements for all required certifications.
- Successful completion of all medical control requirements to perform as a Paramedic with the Prosper Fire Department
- Must maintain good standings with Fire Department Medical Director
- Must be eligible to hold a valid Texas Class B Exempt driver's license and obtain that license within six (6) months of employment.
- Must maintain a satisfactory rating on annual performance evaluation reports.
- Must possess the following certifications (by application deadline)
 1. Texas Commission on Fire Protection (TCFP) Basic Firefighter
 2. Texas Department of State Health Services (TDSHS) Paramedic
 3. Courage to be Safe (within one year of employment)
 4. Traffic Incident Management (within one year of employment)

Environmental Factors and Conditions/Physical Requirements:

- Work is performed in office and field environments.
- May be subject to repetitive motion such as typing, data entry, and vision to monitor.
- May be subject to exposure to extreme temperatures, extreme weather conditions, hazardous chemicals, toxic fumes, unstable buildings and structures, infectious diseases, body fluids, air and water borne pathogens.
- May be subject to wearing full protective clothing and self-contained breathing apparatus for extended periods of time.
- May be subject to extended periods of bending, reaching, kneeling, climbing and standing on ladders and lifts, walking over unstable surfaces and terrain, lifting and carrying up to 70 pounds unassisted, dragging up to 160 pounds unassisted, and handling and operating high pressure water hoses.
- May be exposed to hostile, angry or emotional citizens, patients and business owners.

Equipment and Tools Utilized

- Equipment utilized includes standard office equipment, including but not limited to personal computers, copiers, calculators, and fax machines.
- Operates specialized rescue and emergency medical response equipment including but not limited to two-way radio equipment, intubation and IV equipment, Lifepak 15 heart monitor/defibrillators and Department vehicles.



Standard Operating Guidelines

No. 110.0

Firefighter Paramedic

 Issuance Date:
03/2002

 Last Revision Date:
11/09/2021

 Last Review Date:
11/09/2021

Authorized by: Stuart Blasingame, Fire Chief

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ADA/EOE

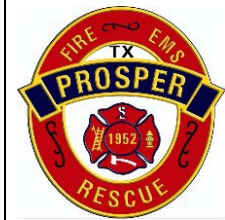
	Standard Operating Guidelines		No. 115.0
	Fire Division / Battalion Chief		
	Issuance Date: 07/30/2020	Last Revision Date: 07/30/2020	Last Review Date: 07/30/2020
	Authorized by: Stuart Blasingame, Fire Chief 		

Summary: Under general direction of the Fire Chief, manages and oversees the daily operations in assigned divisions of the Fire Department. Provides direction and planning for the operations, growth and development of assigned division. Supervises assigned Fire Department staff in performing a variety of highly technical and specialized tasks involving and/or related to fire suppression, emergency medical services, rescue, hazardous materials incidents, fire prevention, fire inspections, administration, and other special assignments as required. Supervises and controls emergency medical scenes until relieved by a higher-ranking officer. Supervises emergency and non-emergency incident scenes unless relieved by a higher-ranking officer. Supervises assigned Fire Department staff.

The following duties are typical of this classification and are intended only to describe the various types of work that may be performed, the level of technical complexity of the assignment(s) and are not intended to be an all-inclusive list of duties. The omission of a specific duty statement does not exclude it from the position if the work is consistent with the concept of the classification or is similar or closely related to another duty statement to address business needs and changing business practices.

Essential Job Functions:

- Oversees the daily operation of assigned administrative/and or operational Division.
- Assigns and prioritizes duties for assigned administrative/and or operational Division.
- Develops strategic plans, goals and action plans to implement the anticipated growth of the assigned administrative/and or operational Division.
- Responds to emergency and non-emergency calls for service.
- Directly supervises and participates in fire suppression and shift operations.
- Provides 24-hour town-wide supervision (on-call status) as assigned.
- Supervises and monitors shift activities.
- Schedules staff and allocates apparatus to provide the highest level of service for emergency and non-emergency calls.
- Monitors and reassigns staff to meet operational demands.
- Acts as commanding fire and/or medical officer in absence of higher-ranking officer and supervises fire and/or medical incident scenes unless relieved by a higher-ranking officer.
- Supervises first aid and emergency medical care to injured/ill persons consistent with established medical protocols and standard operating procedures.
- Critiques calls for ways to improve services and responses.
- Makes recommendations for ways to improve department readiness and response
- Secures safety of the incident scene.
- Supervises the identification of hazardous areas including high occupancy and commercial businesses.
- Trains, tests, assigns, evaluates and motivates subordinate staff.
- Schedules, tracks and oversees coordination of fire and emergency medical services training for shift personnel.
- Participates in daily training exercises and instruction to personnel performance
- Conducts on the job and formal training of assigned Firefighters.
- Responds to requests and inquiries from the general public, other Department personnel, and other Town Departments.
- Interprets and explains Town and Department policies and procedures to the public and Department members.
- Completes administrative duties including but not limited to:



Standard Operating Guidelines

No. 115.0

Fire Division / Battalion Chief

Issuance Date:
07/30/2020

Last Revision Date:
07/30/2020

Last Review Date:
07/30/2020

Authorized by: Stuart Blasingame, Fire Chief


- Reviewing records and reports of all incident responses on assigned shift.
- Approving recurring documentation such as timesheets for personnel and monthly reports.
- Maintains records and documentation of all activities for assigned shift.
- Completes assigned special projects in area of expertise or as assigned.
- Administers activities that are handled at the shift level in coordination with station officers.

Other Important Duties:

- May be required to workday or shift and non-shift schedules including weekends, holidays, on-call and extended hours in emergency, disaster, or other situations influenced by heavy workloads or other staffing difficulties.
- Participates on department committees and attends staff meetings as required.
- Conducts public education activities that may include, but are not limited to: Citizen's Fire Academy, block parties, station tours, Fire Prevention week and patient care.
- Assists in developing and presenting a variety of training programs related to medical care and EMS.
- Must learn streets and routes within the town and surrounding areas to include the location of medical facilities to ensure expeditious response times.
- Attend scheduled training necessary to maintain EMS certification and minimum continuing education credit as required by the Texas Department of State Health Services and/or Medical Control Physician.
- Performs related duties as assigned.
- Regular and consistent attendance for the assigned work hours is essential.

Required Knowledge and Skills:

- Knowledge of administration and supervision of assigned shift & Division.
- Knowledge of emergency medical services.
- Knowledge of ambulance operation principles and practices.
- Knowledge of fire prevention, suppression, and education methods, practices and procedures for a variety of fire, hazardous materials responses, emergency management systems and rescue operations.
- Knowledge and skill associated with operating specialized communication equipment.
- Knowledge of safe work practices and procedures.
- Knowledge of pertinent Federal, State and local laws, codes and regulations.
- Ability to exercise sound judgment and rational thinking under stressful and/or dangerous circumstances.
- Proficiency in the use of computers and related hardware and software.
- Ability to evaluate various options and alternatives and choose an appropriate and reasonable course of action.
- Skill in effective oral and written communications.
- Skill in implementing assigned Fire Station procedures and objectives.
- Skill in effectively supervising and delegating duties to assigned staff.
- Skill in resolving customer complaints and concerns.
- Skill in planning, developing and implementing multiple fire station(s) procedure.
- Skill in effectively supervising and delegating assignments to assigned staff.

	Standard Operating Guidelines		No. 115.0
	Fire Division / Battalion Chief		
	Issuance Date: 07/30/2020	Last Revision Date: 07/30/2020	Last Review Date: 07/30/2020
	Authorized by: Stuart Blasingame, Fire Chief <i>Stuart Blasingame</i>		

Required Education, Experience and Certifications:

- Held previous rank of Fire Captain or equivalent.
- High School graduation or equivalent, preferably supplemented by college level courses in Fire Science.
- Eight (8) years of full-time experience as a firefighter.
- Current on all TDSHS requirements for paramedic certification.
- Current on all TCFP requirements for all required certifications.
- Successful completion of all medical control requirements to perform as a Paramedic with the Prosper Fire Department.
- Must possess and maintain a valid Texas Class B Exempt driver's license.
- Must maintain a satisfactory rating on annual performance evaluation reports.
- Must possess the following certifications (by application deadline)
 1. Texas Department of State Health Services (TDSHS) Paramedic.
 2. Texas Commission on Fire Protection (TCFP) Driver/Operator.
 3. Texas Commission on Fire Protection (TCFP) Fire Instructor II.
 4. Texas Commission on Fire Protection (TCFP) Fire Officer II.
 5. Texas Commission on Fire Protection (TCFP) Incident Safety Officer .
 6. Texas Commission on Fire Protection (TCFP) Advanced Firefighter.
 7. NIMS Certifications 100, 200, 300, 400, 700, 800.

Environmental Factors and Conditions/Physical Requirements:

- Work is performed in an office and field environment.
- May be subject to repetitive motion such as typing, data entry and vision to monitor.
- May be subject to exposure to dangerous machinery, extreme weather conditions, hazardous chemicals and toxic substances, air and water borne pathogens, infectious diseases, and extreme heat.
- May be subject to wearing and functioning for extended periods in full protective clothing and self-contained breathing apparatus.
- May be subject to extended periods of bending, reaching, kneeling, climbing ladders, operating firefighting equipment, walking over rough unstable terrain, entering burning and smoke-filled buildings, and lifting and carrying individuals when responding to emergency rescues and fires.
- May be exposed to hostile, angry, or emotional citizens and business owners.
- Physical demands require medium physical effort exerting 20-50 lbs., with frequent lifting of 10-25 lbs.
- Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of this job.

Equipment and Tools Utilized:

Equipment utilized includes personal computer, copier, calculator, fax machine, mobile data computers, Fire Department equipment, radio communications equipment, and department vehicle.



Standard Operating Guidelines

No. 115.0

Fire Division / Battalion Chief

 Issuance Date:
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Authorized by: Stuart Blasingame, Fire Chief

PROSPER'S PURPOSE - PROSPER IS A PLACE WHERE EVERYONE MATTERS

My signature below indicates I have read and understand the duties and responsibilities listed herein.

Signature _____

Printed name _____

Date _____

ADA/EOE



FIRE DEPARTMENT

To: Mayor and Town Council

From: Stuart Blasingame, Fire Chief

Through: Mario Canizares, Town Manager

Re: Medical City of Plano, Medical Control/Continuing Education Agreement

Town Council Meeting – November 14, 2023

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon approving an agreement with Medical Center of Plano for Medical Control and Continuing Education Services; and authorize the Town Manager to execute the same.

Description of Agenda Item:

The Fire Department entered into an annual agreement in 2019 with Medical Center of Plano for Medical Control and EMS Continuing Education. This is the annual updated agreement which reflects the number of contact hours for Medical Direction and for Education/Quality Assurance.

Budget Impact:

The annual cost of services is \$86,625.00 and was budgeted in the FY23/24 budget. This item will be funded from account 100-5480-30-01.

Attached Documents:

1. Medical City of Plano Agreement & Fee Structure

Town Staff Recommendation:

Town Staff recommends approving an agreement with Medical Center of Plano for Medical Control and Continuing Education Services; and authorizing the Town Manager to execute the same.

Proposed Motion:

I move to approve an agreement with Medical Center of Plano for Medical Control and Continuing Education Services; and authorizing the Town Manager to execute the same.

Medical City Plano
EMS Medical Control Prosper Fire Department
Fee Structure October 1, 2023 – September 30, 2024

Item 21.

EMS Medical Control is comprised of multiple functions represented by two categories, On-Line/Off-Line Medical Control and Education/Quality Assurance Activities. Below is a summary of the activities by category.

Medical Control: On-Line/Off Line Functions		Education/Quality Assurance Functions		
<i>On-Line/Off-Line functions include direct involvement of the EMS Medical Director and/or designee in his absence in the actual function of the following:</i>		<i>Education/Quality Assurance functions are provided by EMS Department Staff at The Medical Center of Plano in collaboration with guidance by the EMS Medical Director</i>		
<ul style="list-style-type: none"> Quarterly in-person continuing education (one 3 hour class/day x 3 days) 		<ul style="list-style-type: none"> In-person continuing education by EMS Educator two months per quarter (one 3 hour classes/day x 3 days) 		
<ul style="list-style-type: none"> Monthly Physician field observation/training, i.e. EMS ride-outs 		<ul style="list-style-type: none"> Internet based training one month per quarter developed by EMS Educator to provide 3 hours of required EMS CE. <i>(Upon request)</i> 		
<ul style="list-style-type: none"> Ongoing review/development of new equipment, medications, and practices as well as existing Treatment Protocols and SOPs with emphasis on Evidenced Based Medical Practice 		<ul style="list-style-type: none"> Recording of monthly CE and utilizing the Educational Tracking Platform to allow for make-up CE for those not able to attend live classes that were offered 		
<ul style="list-style-type: none"> Quality Assurance including review of EMS documentation, interaction with Fire Administration and field personnel to resolve concerns, documentation of loop closure, radio report review, and in-person Medical Director Reviews as needed 		<ul style="list-style-type: none"> Quality Assurance Program to include <ul style="list-style-type: none"> 100% review of all Transported Light/Siren runs 10% review of all Transported No Light/Siren runs 100% review of all No Transports Monthly Protocol Specific Reviews including ACS, Stroke, Intubations, CPR, Trauma and Airway Management 		
<ul style="list-style-type: none"> 24/7/365 On-Line (Radio and Telephone Support) by Board Certified Emergency Physicians at The Medical Center of Plano 		<ul style="list-style-type: none"> Internship Program <ul style="list-style-type: none"> Each intern assigned to specific educator EMS Educator to ride-out at shift 3 and EMS Medical Director to ride-out at shift 4 or 5 ECG testing, Protocol testing, and Mega Code Evaluation 		
<ul style="list-style-type: none"> 24/7/365 Off-line availability of EMS Medical Director and/or designee in his absence to Fire Administration and Field Personnel to review issues/concerns 		<ul style="list-style-type: none"> Monthly Quality Assurance Dashboards tracking various metrics to include protocol compliance, airway management, continuing education hours, internship progress, hospital destination stats, and department wide success rates for advanced airway and IV/IO 		
<ul style="list-style-type: none"> Requested meetings from Fire Administration to address issues involving EMS and personnel 		<ul style="list-style-type: none"> Access to internet based Education Platform to allow for make-up CE, quarterly internet based CE, and tracking of CE hours offered by TMCP. 		
<ul style="list-style-type: none"> Guaranteed access to monthly Cadaver Lab for two paramedics. (Note there is an additional fee for attendance) 		<ul style="list-style-type: none"> Access to internet based Education Platform to allow for completion of American Heart Association BLS and ACLS followed by live check off with TMCP EMS instructor 		
<ul style="list-style-type: none"> Attendance at City Council and other City Government meetings at the request of Fire Administration 		<ul style="list-style-type: none"> Quarterly field observations/training, i.e. EMS ride-outs 		
<ul style="list-style-type: none"> Paramedic Shadowing/Acute Care Hospital Rotation to enhance assessment techniques and practical skills 		<ul style="list-style-type: none"> Annual required Infection Control and Anaphylaxis CE to meet government standards 		
<ul style="list-style-type: none"> Final review and authorization of Paramedic Intern prior to being released for field practice 		<ul style="list-style-type: none"> Tracking and communication to Fire Administration regarding CE attendance 		
<ul style="list-style-type: none"> Over site of quarterly Peer Review Committee Meetings 		<ul style="list-style-type: none"> Direct involvement in resolution of addendums to EMS Run Report 		
<ul style="list-style-type: none"> Annual Protocol Testing, Megacode testing and Advanced Airway Management Testing with Biennial ALS and BLS Skills Credentialing 		<ul style="list-style-type: none"> Preparation of cases for quarterly Peer Review Committee Meetings 		
		<ul style="list-style-type: none"> Annual Protocol Testing, Megacode testing and Advanced Airway Management Testing with Biennial ALS and BLS Skills Credentialing 		
	Medical Control: On-Line and Off-Line Functions by EMS Medical Director	Education/Quality Assurance	Annual Cost	Monthly Cost

	360 Hours Annually Average 30 hours/month @ \$185.00/hour	See Pricing Matrix 500.63 Nursing Hours @\$40/hr		Item 21.
Projected Costs	\$66,600.00	\$20,025.00	\$86,625.00	\$7,218.75.00


Annual costs for On-Line/Off-Line Medical Control functions are based on the current run rate of an average of 30 direct hours per month worked by the Medical Director in providing services to the Prosper Fire Department. Should the Fire Department decide to require additional duties for the Medical Director beyond the annual hours of 360, the direct hourly allocation amount would need to be adjusted with the necessary contractual addendums. As an example, if implementation of a Mobile Integrated Healthcare Program was requested, this would require additional hours on behalf of the Medical Director.

Annual costs for Education/Quality Assurance will be assessed at the beginning of each year and will be based on the line items shown in the Pricing Matrix. Annual costs for Education/Quality Assurance do not include part time personnel for the Prosper Fire Department. All CE requirements for certification/licensure will be met through other venues available to the part-time employee. Medical City Plano and EMS Medical Director will provide and require annual protocol testing for these part time employees. Annual/Monthly costs for Medical Control and Education/Quality Assurance will be adjusted accordingly and be effective October 1 – September 30th to reflect the City's fiscal calendar and be billed monthly.

The Town of Prosper will be invoiced on an annual basis.

Medical City Plano

Date: 10/25/23

By: 
Name: Brad Stein
Title: CFO

TOWN OF PROSPER, TEXAS

Date: _____

By: _____
Name: _____
Title: _____



FIRE DEPARTMENT

To: Mayor and Town Council

From: Stuart Blasingame, Fire Chief

Through: Mario Canizares, Town Manager

Re: Service Agreement – Cut with Craft

Town Council Meeting – November 14, 2023

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a Service Agreement between Cut with Craft and the Town of Prosper related to landscape maintenance for fire stations.

Description of Agenda Item:

Cut with Craft was the low bidder on a competitive sealed bid for landscape maintenance for all three (3) fire stations. On October 31, 2023, the Town received 9 bids for CSB No. 2024-04-A, ranging in price from \$13,145.00 to \$39,155.00. The term of the contract is for one (1) year, with four (4) optional, one-year renewal periods.

Budget Impact:

The annual cost of services is \$13,145.00 and will be funded from account 100-5480-30-01.

Attached Documents:

1. Agreement
2. Bid Tabulation

Town Staff Recommendation:

Town Staff recommends authorizing the Town Manager to execute a Service Agreement between Cut with Craft and the Town of Prosper related to landscape maintenance for fire stations.

Proposed Motion:

I move to authorize the Town Manager to execute a Service Agreement between Cut with Craft and the Town of Prosper related to landscape maintenance for fire stations.

**TOWN OF PROSPER
CONTRACT FOR SERVICES
BID NO. 2024-04-A**

This Contract is made by the **Town of Prosper, Texas**, a municipal corporation ("Town") and **Cut With Craft** ("Contractor"). The Town and Contractor agree:

1. **EMPLOYMENT OF THE CONTRACTOR.** The Town agrees to retain the Contractor, and the Contractor agrees to provide services relative to: Bid Number 2024-04-A Landscape Maintenance for Fire Stations (hereinafter referred to as "Services") in connection with the terms and conditions as set forth in Exhibit A, attached hereto and incorporated by reference.
2. **SCOPE OF SERVICES.** The Services to be performed are specified in Exhibit A. Deviations from the scope of work may be authorized from time to time by the Town in writing.
3. **SCHEDULE OF WORK.** The Contractor agrees to begin work upon receipt of written authorization from the Town. Time is of the essence for this Contract and work is to commence immediately.
4. **CONTRACT PERIOD.** The contract period is for one (1) year from the date of award of contract. All pricing is to remain firm during the contract period. The contract is renewable for up to four (4) additional one-year terms on an annual basis, if written notice of the intent to renew is provided to either party not less than sixty (60) days prior to the termination date.
5. **COMPENSATION.** The contractor's total compensation for services to be performed and expenses to be incurred is specified in Exhibit B.
6. **PAYMENTS.** Payments will be processed on a monthly basis with payment available within thirty (30) days after receipt of the invoice for the previous month's service or as set forth in Exhibit A.
7. **INVOICING.** Invoices should be prepared and submitted to the Town for payment in accordance with Exhibit A. Invoices should be mailed to Town of Prosper, Accounts Payable, P.O. Box 307, Prosper, TX 75078, or emailed to ap@prospertx.gov.
8. **RIGHTS OF WITHHOLDING.** The Town may withhold any payment or partial payment otherwise due the Contractor on account of unsatisfactory performance by the Contractor. The amount to be withheld will be calculated based on the work not performed and the impact to the Town. Any payment or partial payment that may be withheld for unsatisfactory performance can be used to remedy the lack of performance and will not be paid to the Contractor.
9. **INFORMATION PROVIDED BY THE TOWN.** Although every effort has been or will be made to furnish accurate information, the Town does not guarantee the accuracy of the information it furnishes to Contractor.
10. **INSURANCE.** The Contractor shall provide proof that it has obtained and will continue to maintain throughout the duration of the Contract the insurance requirements set forth in Exhibit A. Failure to maintain the required insurance may result in immediate termination of the Contract.

11. **INDEMNIFICATION.** As specified in Exhibit A.
12. **TRANSFER OF INTEREST.** Neither Town nor Contractor may assign or transfer its interests in the Contract without the written consent of the other party. Such consent shall not be unreasonably withheld. This Contract is binding on Town, Contractor, and their successors and assigns. Nothing herein is to be construed as creating a personal liability on the part of any Town officer, employee or agent.
13. **AUDITS AND RECORDS.** At any time during normal business hours and as often as the Town may deem necessary, the Contractor shall make available to the Town for examination all of its records with respect to all matters covered by the Contract and will permit the Town to audit, examine and make copies, excerpts, or transcripts from such records. The Town may also audit all contracts, invoices, payroll records of personnel, conditions of employment and other data relating to the Contract.
14. **EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, national origin, disability or any other protected characteristic. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their age, race, color, religion, sex, national origin, disability or any other protected characteristic. Such actions shall include, but not be limited to the following: employment, promotions, demotion, transfers, recruitment or recruitment advertising, layoffs, terminations, selection for training (including apprenticeships), and participation in recreational activities.

The Contractor agrees to post in conspicuous places, accessible to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Contract so that such provisions will be binding upon each subcontractor, except that the foregoing provisions shall not apply to contracts or subcontracts for customary office supplies.

The Contractor shall keep records and submit reports concerning the racial and ethnic origin(s) of applicant's employment and employees as the law may require.

15. **TERMINATION OF CONTRACT.** Town may terminate this Contract upon sixty (60) days' written notice to Contractor, except in the event (i) Contractor is in breach of this Contract or (ii) Contractor fails to comply with the terms of Exhibit A. If either of the foregoing conditions exists, the Town shall notify Contractor and Contractor shall be given two (2) days to cure such breach or failure to comply. Should Contractor fail to cure to the satisfaction of the Town, Town may terminate this Contract upon written notice.

Furthermore, the Town retains the right to terminate this Contract at the expiration of each Town budget period (September 30) during the term of this Contract, even without prior notice as described in the preceding sentence.

In the event of any termination hereunder, Contractor consents to Town's selection of another Contractor to assist the Town in any way in completing the Services. The contractor further agrees to cooperate and provide any information requested by the Town in connection with the completion of the Services.

Contractor shall be compensated for Services performed and expenses incurred for satisfactory work up to the termination date in that Contractor shall receive a portion of fees and expenses permitted under this Contract in direct proportion to percentage of work actually completed up to the termination date. This provision shall not deprive the Town of any remedies against Contractor that may be available under applicable law.

16. **CONTRACTOR'S REPRESENTATIONS.** Contractor hereby represents to Town that Contractor is financially solvent and possesses sufficient experience, licenses, authority, personnel, and working capital to complete the Services required.
17. **TOWN APPROVAL FOR ADDITIONAL WORK.** No payment, of any nature whatsoever, will be made to Contractor for additional work without the Town's written approval before such work begins.
18. **PERFORMANCE BY CONTRACTOR.** All Services provided by the Contractor hereunder shall be performed in accordance with the highest professional standards and in accordance with Exhibit A, and Contractor shall be responsible for all Services provided hereunder whether such services are provided directly by Contractor or by any subcontractors hired by Contractor. The Contractor shall perform all duties and Services and make all decisions called for hereunder promptly and without unreasonable delay. Contractor shall not utilize subcontractors to perform Services without the Town's prior written consent.
19. **DAMAGE.** In all instances where Town property and/or equipment is damaged by the Contractor's employees, a full report of the facts, extent of the damage and estimated impact on the Contractor's schedule shall be submitted to the Town by 8 a.m. of the following Town business day after the incident. If damage may result in further damages to the Town or loss of Town property, the Contractor must notify Police Dispatch immediately. The Contractor shall be fully liable for all damage to Town property or equipment caused by the Contractor's officers, employees or agents.
20. **TOWN OBJECTION TO PERSONNEL.** If at any time after entering into this Contract, Town has any reasonable objection to any of Contractor's personnel, or any personnel retained by Contractor, then Contractor shall promptly propose substitutes to whom the Town has no reasonable objection, and the Contractor's compensation shall be equitably adjusted to reflect any difference in the Contractor's costs occasioned by such substitution.
21. **COMPLIANCE WITH LAWS.** The contractor warrants and covenants to the Town that all Services will be performed in compliance with all applicable federal, state, county and Town laws, rules, and regulations including, but not limited to, the Texas Industrial Safety and Health Act and the Workers Right-to-Know Law. All necessary precautions shall be taken to ensure that safety regulations prescribed by OSHA and the Town's representative are followed.
22. **"ANTI-ISRAEL BOYCOTT" PROVISION.** In accordance with Chapter 2270, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it: (1) does not boycott

Israel; and (2) will not boycott Israel during the term of the contract. Chapter 2270 does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the company is not subject to Chapter 2270 for the reasons stated herein, the signatory executing this Contract on behalf of the company verifies by its signature to this Contract that the company does not boycott Israel and will not boycott Israel during the term of this Contract.

23. **IRAN, SUDAN AND FOREIGN TERRORIST ORGANIZATIONS.** If § 2252.153 of the Texas Government Code is applicable to this Contract, by signing below Contractor does hereby represent, verify and warrant that (i) it does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under § 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a "foreign terrorist organization" as defined in § 2252.151 of the Texas Government Code.
24. **PROHIBITION ON CONTRACTS WITH CERTAIN COMPANIES PROVISION.** In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that Contractor is not on a list maintained by the State Comptroller's Office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.
25. **NON-BINDING MEDIATION.** In the event of any disagreement or conflict concerning the interpretation of this Contract, and such disagreement cannot be resolved by the Town and the Contractor, the Town and Contractor agree to submit such disagreement to non-binding mediation.
26. **ENTIRE CONTRACT.** This instrument together with Exhibit A attached hereto contains the entire Contract between the Town and Contractor concerning the Services. There will be no understandings or contracts other than those incorporated herein. The Contract may not be modified except by an instrument in writing signed by the parties hereto. In the event of a conflict between an attachment to this Contract and this Contract, this Contract shall control.
27. **MAILING ADDRESSES.** All notices and communications concerning this Contract to be mailed or delivered to the Town shall be sent to the address of the Town as follow, unless and until the Contractor is otherwise notified:

Town of Prosper
 Attn: Jay Carter, Purchasing Manager
 P.O. Box 307
 Prosper, TX 75078
 jcarter@prospertx.gov

All notices and communications under this Contract to be mailed or delivered to the Contractor shall be sent to the address listed below until the Town is otherwise notified:

Cut With Craft
 Dominique Craft
 1043 Lancashire LN
 Prosper, TX 75078
 Cutwithcraft@yahoo.com

Any notices and communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date in the notice or communication is placed in the United States Mail or hand delivered.

28. **LEGAL CONSTRUCTION.** If any one or more of the provisions contained in the Contract for any reason is held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been included.
29. **GOVERNING LAW.** The validity of this Contract and any of its terms or provisions as well as the rights and duties hereunder, shall be governed by and construed in accordance with Texas law. Venue for this Contract shall be located in Collin County, Texas.
30. **COUNTERPARTS.** The Contract may be signed in counterparts, each of which shall be deemed to be an original.
31. **EFFECTIVE DATE.** This Contract shall be effective once it is signed by the Town and Contractor.

AGREED TO BY:

CUT WITH CRAFT

By: 
Dominique Craft

Date: 11/02/2023

TOWN OF PROSPER, TEXAS

By: _____
Mario Canizares
Town Manager

Date: _____



2024-04-A Cut With Craft Supplier Response

Event Information

Number: 2024-04-A
Title: Landscape Maintenance for Fire Stations
Type: Request for Bids
Issue Date: 10/15/2023
Deadline: 10/31/2023 02:00 PM (CT)
Notes: The Town of Prosper is soliciting bids for landscape maintenance of three Fire Stations, within the Town of Prosper, as described in the following specifications. The initial term of the contract will be one (1) year, with four optional, one-year renewal periods. The contract will be awarded to the vendor(s) providing the best value to the Town of Prosper as determined by the evaluation criteria as stated herein. The Town reserves the right to award any or all line items, in whole or in part, to one or more vendors. The cycle frequencies stated herein are an estimated reflection of the Town's anticipated needs. However, due to budget contingencies, cycle frequencies may be adjusted prior to award, or at any time during the contract period. At no time will adjustments to the prices offered be imposed on the Town. Prices will be held firm during the contract period. The successful vendor will be required to execute a service contract. A sample contract is attached as one of the documents available for download as part of this bid.

Contact Information

Contact: Jay Carter Purchasing Manager
Address: Purchasing Office
Town Hall

3rd Floor
250 W. First St.
P.O. Box 307
Prosper, TX 75078

Phone: (972) 569-1018
Email: jcarter@prospertx.gov

Cut With Craft Information

Contact: Dominique Craft
 Address: 1043 LANCASHIRE LN
 PROSPER, TX 75078
 Phone: (972) 998-8600
 Email: Cutwithcraft@yahoo.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Dominique Craft

Signature

Submitted at 10/30/2023 11:45:47 AM (CT)

cutwithcraft@gmail.com

Email

Supplier Note

We look forward to doing business with you.

Bid Attributes

1 Certification

By checking this box, submitter hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices contained in this bid/proposal have been carefully reviewed and are submitted as correct and final. Vendor further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, in accordance with the terms and conditions contained herein. Vendor agrees that acceptance of any or all items by the Town of Prosper, Texas, within the time frame indicated in this solicitation, constitutes a contract. The individual submitting this bid/proposal certifies that he/she is a legal agent of the company, authorized to submit on behalf of the company, and is legally responsible for the decisions as to the prices and supporting documentation provided.

☒ I Agree

2 Terms and Conditions Acknowledgement

I have read, understand and agree to all terms and conditions contained in this solicitation.

☒ I Agree

3 Addendum No. 1

By checking this box, vendor acknowledges receipt and understanding of Addendum No. 1 (if issued by the Town of Prosper).

☒ I Agree

4 Addendum No. 2

By checking this box, vendor acknowledges receipt and understanding of Addendum No. 2 (if issued by the Town of Prosper).

☒ I Agree

5 Addendum No. 3

By checking this box, vendor acknowledges receipt and understanding of Addendum No. 3 (if issued by the Town of Prosper).

☒ I Agree

Bid Lines

1 Cost per week: \$ _____ x 35 weeks (estimated # of weeks)

Quantity: 35 UOM: Weeks Unit Price: Total:

2 Cost per Service: \$ _____ x 2. Shape and prune shrubs and ground cover as needed. Flowering shrubs to be trimmed after blooming cycle.

Quantity: 2 UOM: EA Unit Price: Total:

Response Total: \$13,145.00



TOWN OF PROSPER
PROPOSAL TABULATION SUMMARY

Item 22.

Solicitation Number	CSB No. 2024-04-A
Solicitation Title	Landscape Management for Fire Stations
Close Date	10/31/2023 2:00PM

Responding Contractor	City	State	Response Submitted	Response Total
Cut With Craft	PROSPER	TX	10/30/2023 11:45:47 AM (CT)	\$13,145.00
Bobcat Lawn & Tree Farm LLC	Celina	TX	10/30/2023 09:13:31 PM (CT)	\$15,599.95
V&A Landscape and Lawn	Prosper	TX	10/26/2023 02:55:07 PM (CT)	\$19,450.00
Yellowstone Landscape	Dallas	TX	10/30/2023 09:51:24 AM (CT)	\$19,723.24
Nico's Landscape	Irving	TX	10/31/2023 08:29:26 AM (CT)	\$19,800.00
WCD Enterprises, LLC	Scottsdale	AZ	10/30/2023 03:24:42 PM (CT)	\$19,975.00
SRH Landscapes LLC	Dallas	TX	10/30/2023 08:15:59 AM (CT)	\$33,425.00
American Landscape Systems	Lewisville	TX	10/31/2023 01:15:19 PM (CT)	\$33,875.00
Green world care Inc	dallas	TX	10/31/2023 11:51:26 AM (CT)	\$39,155.00

****All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received will be available for inspection at that time.**

Certified by: Jay Carter, NIGP-CPP, CPPB, C.P.M. Purchasing Manager Town of Prosper, Texas	Certified On: October 31, 2023
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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: Escrow Agreement – Prosper Independent School District (PISD):
Teel Parkway (US 380 – First Street)

Town Council Meeting – November 14, 2023

Strategic Visioning Priority: 1. Acceleration of Infrastructure

Agenda Item:

Consider and act upon authorizing the Town Manager to execute an Escrow Agreement between Prosper Independent School District (PISD), and the Town of Prosper, Texas, related to the design and construction of improvements on Teel Parkway and at the intersection of First Street and Artesia Boulevard adjacent to the Richland High School property.

Description of Agenda Item:

Prosper Independent School District (PISD) is currently constructing Richland High School at the southeast corner of Teel Parkway and First Street with a planned opening of Fall 2025. As part of the development of the high school site, PISD will be extending two lanes of Prairie Drive from Teel Parkway east to connect to the existing four lanes of Prairie Drive in The Parks at Legacy development. In addition, the PISD is required to provide funds to the Town for construction of the following improvements:

- Teel Parkway (US 380 – First Street): \$2,533,722
 - Construction of two (2) northbound lanes adjacent to the Richland High School property, two (2) left turn lanes, one (1) full median opening, one-half (1/2) median opening, one (1) right turn lane at Prairie Drive, and one (1) deceleration lane at the high school driveway. Engineering design fees are included.
- Traffic Signal - First Street at Artesia Boulevard: \$ 262,500
 - Cost participation for one-half (1/2) design and construction of the traffic signal at First Street and Artesia Boulevard. Staff is also working with Denton County Fresh Water District No. 10 (DCFWS#10) on an agreement for cost participation between the Town and DCFWS#10 on other one-half (1/2) of the traffic signal. Engineering design fees are included.

While the Town's Thoroughfare and Circulation Design Requirements allows for the escrow of the future improvements prior to the occupancy of its facilities, it does not allow the escrow of these improvements to be delayed until the construction of the improvements. Staff has discussed this issue with the PISD on previous escrow agreements, and similar to past agreements, agrees to delay the receipt of the escrow funds until such time as these improvements are constructed.

The attached agreement between the Town of Prosper and the PISD obligates the PISD to deposit with the Town fifty percent (50%) of the actual costs, currently estimated to be \$2,796,222, towards the design and construction of the improvements listed on the previous page, and in the agreement, within 15 days after receiving written notice from the Town of the execution of contracts for the construction of the projects. The remaining fifty percent (50%) will be deposited when the construction of the projects is fifty percent (50%) complete. Any cost overruns will be paid by the PISD after their review and approval of receiving written notice from the Town. Any remaining escrow funds, including interest, shall be returned to the PISD after the Town has accepted the improvements.

Budget Impact:

The costs to be received from PISD is estimated to be \$2,796,222 and will be deposited into Account No. 590-2120 Paving Escrow for allocation to the Teel Parkway (US 380 – First Street) project (Project No. 2153-ST) and the Traffic Signal – First Street & Artesia Boulevard project (Project 2101-TR).

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. Escrow Agreement
2. Location Map

Town Staff Recommendation:

Town staff recommends that the Town Council authorize the Town Manager to execute an Escrow Agreement between Prosper Independent School District (PISD), and the Town of Prosper, Texas, related to the design and construction of improvements on Teel Parkway and at the intersection of First Street and Artesia Boulevard adjacent to the Richland High School property.

Proposed Motion:

I move to authorize the Town Manager to execute an Escrow Agreement between Prosper Independent School District (PISD), and the Town of Prosper, Texas, related to the design and construction of improvements on Teel Parkway and at the intersection of First Street and Artesia Boulevard adjacent to the Richland High School property.

ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2023, by and between the Town of Prosper, Texas (the "Town"), and the Prosper Independent School District ("PISD"), collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, the Town is constructing roadway improvements to Teel Parkway from US 380 to First Street; and

WHEREAS, PISD is planning and will construct a new high school on Teel Parkway and as a consequence, the Town will construct two (2) northbound lanes of Teel Parkway adjacent to the new high school site, deceleration and right turn lanes to the new high school, median opening and a left turn lane onto further Prairie Drive and half a median opening and a left turn lane at Pine Leaf into the new high school and one-half of the design and construction of the traffic signals at Artesia Boulevard and First Street (collectively, "Roadway and Traffic Signal Improvements");

WHEREAS, for the Roadway and Traffic Signal Improvements, PISD is required to pay to the Town funds for the construction of same, estimated at the present time to be \$2,796,222.00; and

WHEREAS, the Town has not yet begun construction of the Roadway and Traffic Signal Improvements, and the Town has requested that PISD be permitted to forego the escrow of the funds referenced above ("Escrow Funds") for the construction of the Roadway Improvements and the design and construction of the Traffic Signal Improvements, until such time as the Town notifies PISD in writing that it intends to bid the construction of the Roadway and Traffic Signal Improvements; and

WHEREAS, at such time that the Town notifies PISD of the Town's intent to bid the Roadway and Traffic Signal Improvements, the Parties have agreed that PISD shall deposit the Escrow Funds with the Town, pursuant to the terms referenced in this Agreement.

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

1. **Escrow Funds.** The amount of the Escrow Funds, estimated in the amount of Two Million Seven Hundred Ninety-Six Thousand Two Hundred Twenty Two and no/100 Dollars (\$2,796,222.00) is based on estimates of the construction and related costs of the Roadway and Traffic Signal Improvements provided by the Town's Engineer, as specified in Exhibit A, attached hereto, and incorporated by reference. The Parties agree and acknowledge that the actual costs of the Roadway and Traffic Signal Improvements may be modified, and PISD agrees to deposit the actual costs for such

escrow amount at the location specified by the Town ("Escrow Account"). The Parties agree that within fifteen (15) days of the Town's written notification to PISD that the Town has executed contracts for the construction of Teel Parkway, the design and construction of the Artesia Boulevard and First Street Traffic Signals, the PISD shall escrow to the Town one-half (1/2) of the bid Roadway and Traffic Signals Improvement construction costs, engineering and inspection fees, and when construction of Teel Parkway, and the design and construction of the Artesia Boulevard and First Street Traffic Signals is fifty percent (50%) complete, as determined by the Town Engineer, PISD shall escrow to the Town the remaining fifty percent (50%) of bid Roadway and Traffic Signals Improvements construction costs, engineering and inspection fees.

2. **Use of Escrow Funds.** The Escrow Funds shall be available to the Town to pay for the construction, design and related costs of the Roadway and Traffic Signals Improvements, and the Town, in its sole discretion, is entitled to use, at any time, all or a portion of the Escrow Funds in connection with the construction of the Roadway and Traffic Signals Improvements. The Town shall be entitled to any and all interest that may accrue on the Escrow Funds, and PISD hereby waives and relinquishes any and all rights or claims to the interest earned, if any, on the Escrow Funds.

3. **Remaining Escrow Funds.** If any amount of the Escrow Funds remains in the Escrow Account after the Town has accepted the Roadway and Traffic Signals Improvements referenced herein and paid all of the costs associated with the Roadway and Traffic Signals Improvements, as solely determined by the Town ("Remaining Escrow Funds"), PISD shall be entitled to reimbursement of any Remaining Escrow Funds. Further, PISD shall be entitled to any and all interest that may accrue on the Remaining Escrow Funds.

4. **Construction Cost Overruns.** The Parties agree and acknowledge that on occasion the construction projects referenced herein may have construction cost overruns. For purpose of this Agreement, the term "construction cost overruns" shall mean those costs which may be incurred by the Town in the design and construction of the Roadway and Traffic Signals Improvements, and which are over and above the amount of the Escrow Funds. In such event, the Town shall give PISD prompt written notice of such construction cost overruns and seek the approval of PISD in writing for the payment of such construction cost overruns. In the event of any disagreement between the Town and PISD about such construction cost overruns, the Town and PISD shall jointly review such cost overruns and endeavor to mutually resolve such disagreement promptly.

5. **Amendment of this Agreement.** It is specifically agreed by the Parties that any amendments to this Agreement shall be in writing.

6. **Captions and Headings.** The captions and headings of the Sections of this Agreement are for convenience and reference only and shall not affect, modify or amplify the provisions of this Agreement nor shall they be employed to interpret or aid in the construction of this Agreement.

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

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

If to the Town: Town of Prosper, Texas
250 W. First Street
Prosper, Texas 75078
Att'n: Town Manager's Office

If to PISD: Prosper Independent School District
605 E. Seventh Street
Prosper, Texas 75078
Att'n: Superintendent

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

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

11. **Invalidation.** Invalidation of any one of the provisions of this Agreement by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

12. **Telecopied Facsimile.** A telecopied facsimile of a duly executed counterpart of this Agreement shall be sufficient to evidence the binding agreement of each party to the terms herein.

13. **Sovereign Immunity.** The Parties agree that the Town has not waived its sovereign immunity from suit by entering into and performing its obligations under this Agreement.

14. **Severability.** In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the

Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

15. **Binding Obligation.** The Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The Town warrants and represents that the individual executing this Agreement on behalf of the Town has full authority to execute this Agreement and bind the Town to the same. PISD warrants and represents that the individual executing this Agreement on behalf of PISD has full authority to execute this Agreement and bind PISD to the same.

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

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed as of the date first above written.

THE TOWN OF PROSPER, TEXAS

By: _____
Name: Mario Canizares
Title: Town Manager

STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the ____ day of _____, 2023, by Mario Canizares, Town Manager of the Town of Prosper, Texas, on behalf of the Town of Prosper, Texas.

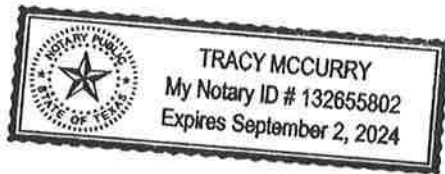
Notary Public, State of Texas

PROSPER INDEPENDENT SCHOOL DISTRICT

By: Holly Ferguson
 Name: Dr. Holly Ferguson
 Title: Superintendent

STATE OF TEXAS)
)
 COUNTY OF COLLIN)

This instrument was acknowledged before me on the 16 day of October, 2023, by Dr. Holly Ferguson, Superintendent of the Prosper Independent School District, on behalf of the Prosper Independent School District.



Tracy McCurry
 Notary Public, State of Texas

EXHIBIT A
(Estimated Construction Costs of Roadway and Traffic Improvements)

NEXT 4 PAGES

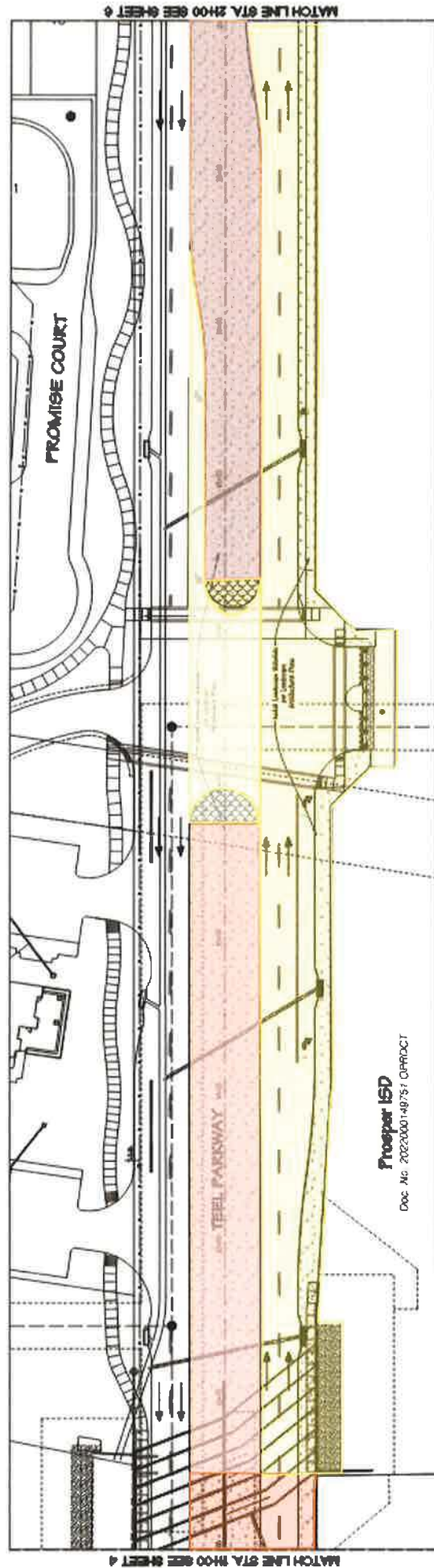
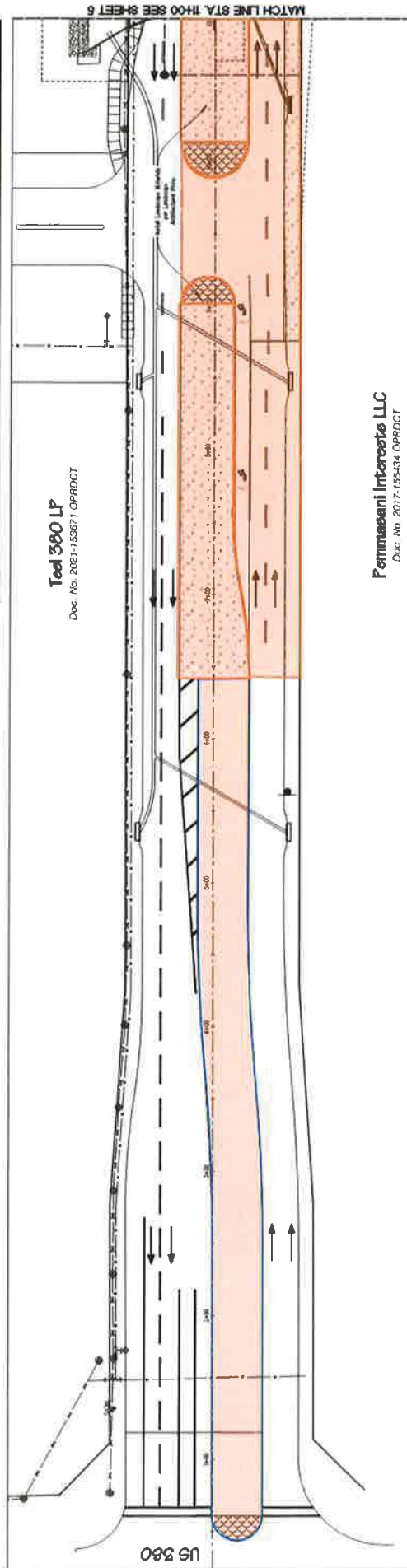
ITEMIZED COST ESTIMATES : TEEL PARKWAY EXPANSION (PISD)

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	Extended Price
Demolition					
1	Remove and dispose of Ex. Fencing	LF	1,742	\$ 8.00	\$13,936.00
2	Remove and dispose of Ex. Concrete curb & gutter	LF	629	\$ 10.00	\$6,290.00
3	Remove and dispose of Ex. PW-1 Headwall	LS	0.50	\$ 30,000.00	\$15,000.00
4	Remove and dispose of Ex. Rock Rip-Rap	SY	32.5	\$ 30.00	\$975.00
5	Remove and dispose of Ex. Solid double yellow lane marking	LF	1,648	\$ 2.50	\$4,120.00
6	Remove and dispose of Ex. 18" RCP	LF	23	\$ 15.00	\$345.00
7	Remove and dispose of Ex. 21" RCP	LF	9	\$ 17.00	\$153.00
8	Remove Ex. Barrier free ramp	SY	21	\$ 300.00	\$6,300.00
Subtotal Demolition					\$47,119.00
ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	Extended Price
Erosion Control					
1	Silt fence	LF	3,495	\$ 3.00	\$10,485.00
2	Rock check dam	EA	0.50	\$ 3,000.00	\$1,500.00
3	Silt fence stone overflow	EA	7	\$ 1,000.00	\$7,000.00
4	Hydro mulch	SY	3,078	\$ 7.50	\$23,085.00
5	Sod	SY	430	\$ 10.00	\$4,300.00
6	Inlet protection	EA	13	\$ 250.00	\$3,250.00
Subtotal Erosion Control					\$49,620.00
ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	Extended Price
Excavation					
1	Clearing and grubbing	AC	3.57	\$ 15,000.00	\$53,550.00
2	Unclassified Excavation	CY	12,245	\$ 20.00	\$244,900.00
3	Spoil (Haul off)	CY	10,853	\$ 20.00	\$217,060.00
Subtotal Excavation					\$515,510.00
ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	Extended Price
Paving					
1	9" 4000 psi (4500 psi hand pour) reinforced concrete pavement (5.5 sack per cubic yard) w/No.4 bars on 18" centers both ways	SY	7,414	\$ 80.00	\$593,120.00
2	12" lime stabilized subgrade @ 8% (72lbs/SY)	SY	8,275	\$ 10.00	\$82,750.00
3	Hydrated Lime	TON	261	\$ 300.00	\$78,300.00
4	36" moisture conditioning	SY	8,275	\$ 10.00	\$82,750.00
5	Moisture barrier extending 6' behind BOC	SY	2,409	\$ 4.00	\$9,636.00
6	6' wide 5" thick sidewalk (3500 psi, 5.5 sack w/No.3 bars @ 16" o.c.e.w)	SY	41	\$ 65.00	\$2,665.00
7	Longitudinal butt joint	LF	645	\$ 12.00	\$7,740.00
8	Install street header	LF	126	\$ 15.00	\$1,890.00
9	Directional Barrier Free Ramp	EA	6	\$ 2,500.00	\$15,000.00
10	Type II mid-block barrier free ramp	EA	1	\$ 3,000.00	\$3,000.00
11	Bi-directional barrier free ramp	EA	1	\$ 3,000.00	\$3,000.00
12	Metal beam guard fence	LF	46.5	\$ 50.00	\$2,325.00
13	Metal Beam Guard Fence Transition (Thrie-Beam) TXDOT 540-6001	EA	0.50	\$ 2,000.00	\$1,000.00
14	Guard Rail End Treatment TXDOT 544-6001	EA	0.50	\$ 5,000.00	\$2,500.00
15	Type A Dry Rock Rip-Rap	SY	70	\$ 150.00	\$10,500.00
16	Install Type III Barricade	LF	126	\$ 15.00	\$1,890.00
17	Traffic control	LS	0.42	\$ 25,000.00	\$10,500.00
18	Median Maintenance Ramp	EA	2	\$ 1,650.00	\$3,300.00
19	Stamped Concrete at Median Nose	SF	1,935	\$ 12.50	\$24,187.50
Subtotal Paving					\$936,053.50

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	Extended Price
Storm Sewer					
1	18" Class III RCP with trench embedment, backfill and compaction	LF	256	\$ 120.00	\$30,720.00
2	21" Class III RCP with trench embedment, backfill and compaction	LF	253	\$ 130.00	\$32,890.00
3	10'X6' Class III RCB with trench embedment, backfill and compaction	LF	219.5	\$ 800.00	\$175,600.00
4	10' Recessed reinforced concrete curb inlet	EA	6	\$ 6,500.00	\$39,000.00
5	12' Recessed reinforced concrete curb inlet	EA	1	\$ 7,500.00	\$7,500.00
6	Headwall	EA	0.50	\$ 175,000.00	\$87,500.00
7	Headwall Staining	SF	318.00	\$ 20.00	\$6,360.00
8	Type R Dry Rock Riprap	SY	163	\$ 150.00	\$24,450.00
9	Connect to Ex. 6 - 10'x6' RCB	EA	0.50	\$ 20,000.00	\$10,000.00
10	Trench safety plans and program for open ditch excavation	LF	31	\$ 2.50	\$77.50
11	Storm sewer line testing	LF	729	\$ 5.00	\$3,645.00
<i>Subtotal Storm Sewer</i>					\$417,742.50
ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	Extended Price
Mobilization					
1	Mobilization/Demolition, Bonds, and Insurance (Max 5%)	LS	0.4	\$ 260,000.00	\$109,200.00
<i>Subtotal Mobilization</i>					\$109,200.00
ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	Extended Price
Street Signage & Pavement Markings					
1	White thermoplastic lane arrow marking	EA	9	\$ 200.00	\$1,800.00
2	White thermoplastic "ONLY" marking	EA	10	\$ 200.00	\$2,000.00
3	8" Solid white line	LF	405	\$ 3.00	\$1,215.00
4	12" Solid white reflective crosswalk lines	LF	734	\$ 12.00	\$8,808.00
5	4" Broken white lane line	LF	2,917	\$ 1.00	\$2,917.00
6	Speed limit sign	EA	2	\$ 1,000.00	\$2,000.00
<i>Subtotal Street Signage & Lights</i>					\$18,740.00
PISD SUBTOTAL					\$2,093,985.00
10% contingency					\$209,398.50
Total Cost					\$2,303,383.50
<i>Surveying/Engineering/Geotechnical/Environmental Fee (7%)</i>					\$161,237.00
<i>Construction/Inspection Fees (3%)</i>					\$69,101.50
<i>1/2 Cost of the Traffic Signal at First St. & Artesia Blvd</i>					\$262,500.00
Total Project Cost					\$2,796,222.00

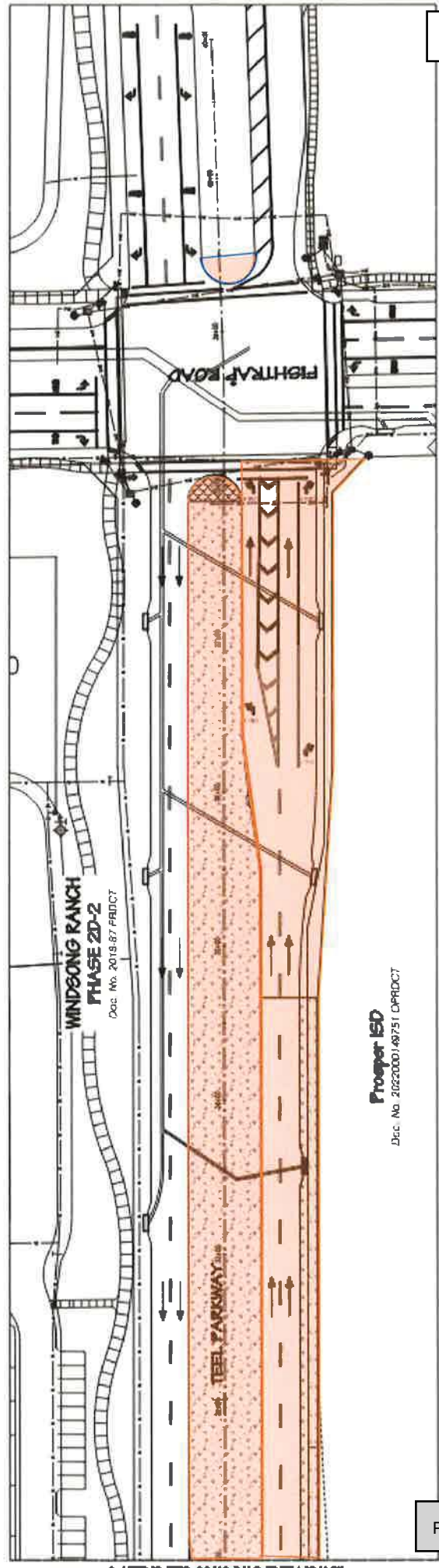
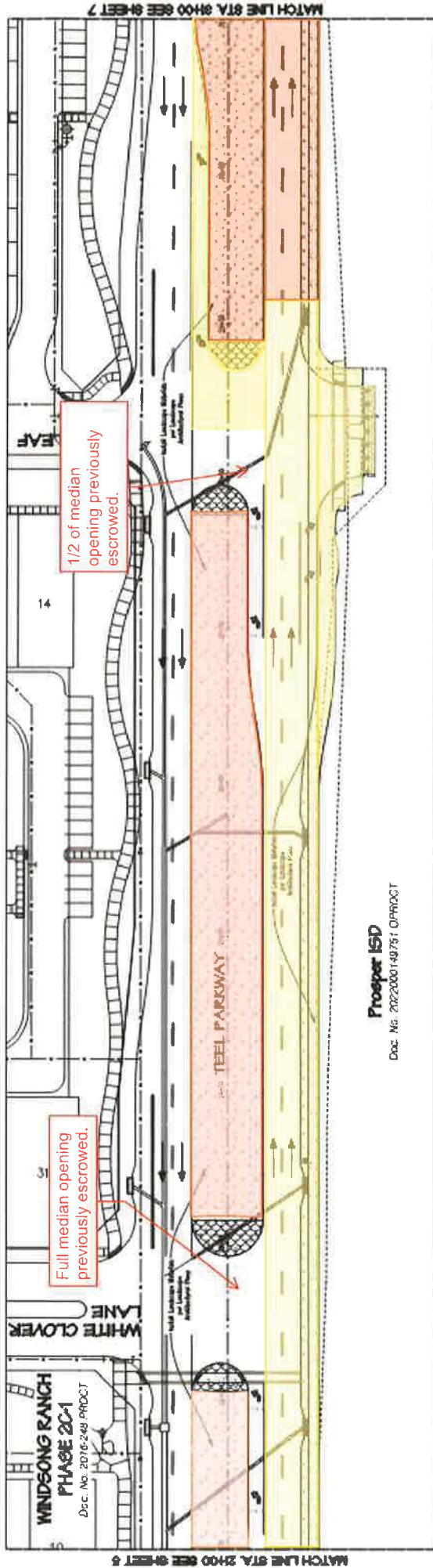
Orange sections represent what the Town is responsible for.

Yellow sections represent what PSD is responsible for.



Orange sections represent what the Town is responsible for.

Yellow sections represent what PID is responsible for.





LOCATION MAP

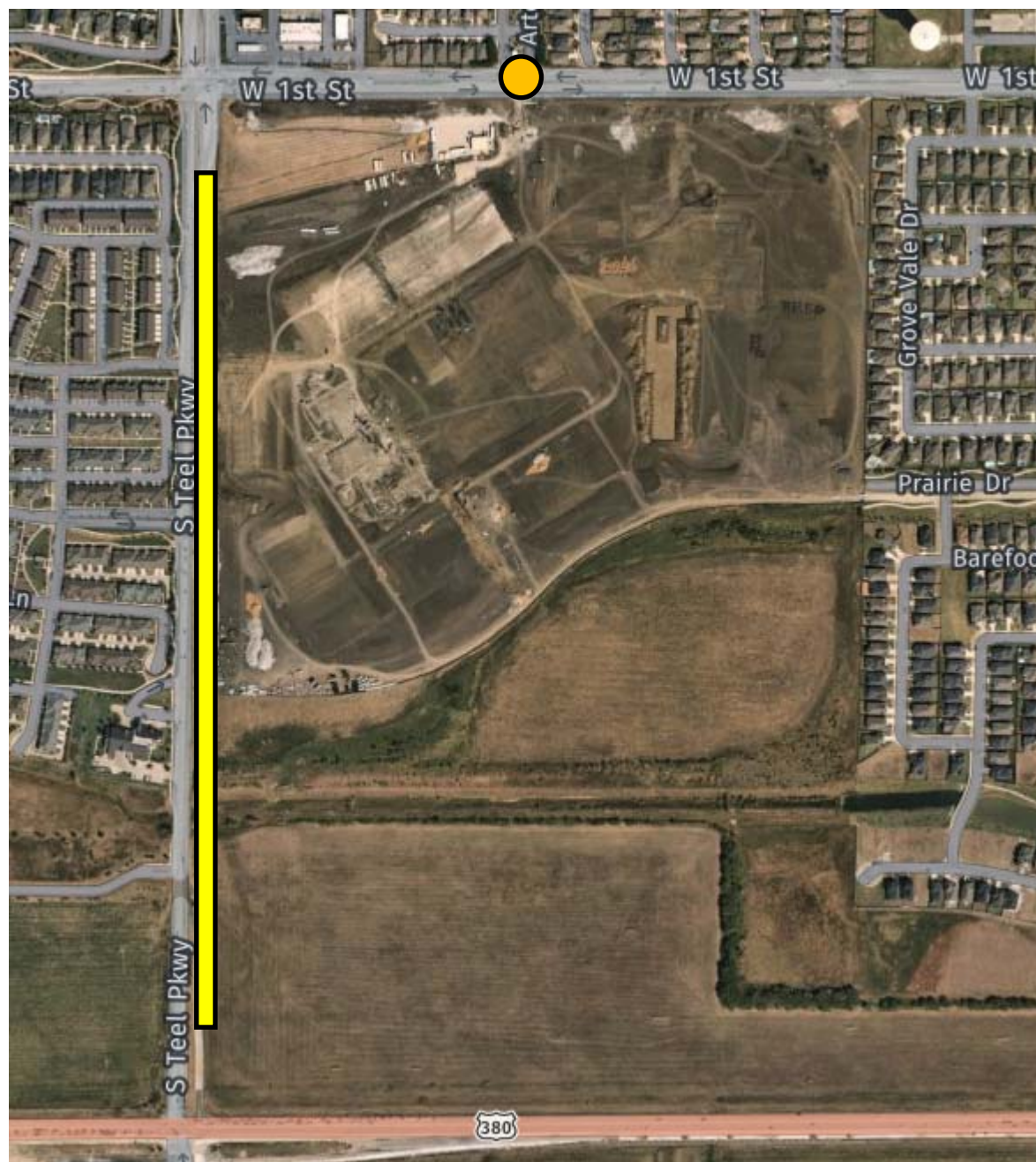
Escrow Agreement
Richland High School (PISD)



Teel Parkway
(US 380—First Street)



Traffic Signal
First Street at Artesia Boulevard





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: Water Impact Fee Agreement
(DNT Frontier Retail Center)

Town Council Meeting – November 14, 2023

Strategic Visioning Priority: 1. Acceleration of Infrastructure

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a Water Impact Fee Agreement between DNT Frontier, LP, and the Town of Prosper, Texas, related to the construction of a water line to serve the DNT Frontier Retail Center development.

Description of Agenda Item:

DNT Frontier, LP, is developing the DNT Frontier Retail Center south of Frontier Parkway and east of the Dallas North Tollway. In order to facilitate the development, they have agreed to construct a 12" water line from the Dallas North Tollway across their property, connecting to an existing water line in Frontier Park, as shown on Exhibit B in the agreement. The Town has completed the design and will be constructing a separate 12" water line along the west side of the Dallas North Tollway from Prosper Trail to Frontier Parkway that includes an extension under the Dallas North Tollway to the DNT Frontier Retail Center development just south of Frontier Parkway. The construction of the 12" water line by DNT Frontier, LP, and the Town's construction of the 12" water line along the Dallas North Tollway, will provide the DNT Frontier Retail Center development with the required looped water service from two points of connection to the Town's water system.

Since the proposed water line is depicted on the Town of Prosper Water System Capital Improvement Plan, the actual costs for the design and construction of the improvements are eligible for reimbursement of water impact fees collected by the developments. The purpose of the Water Impact Fee Agreement is to outline the obligations of the Town of Prosper, and DNT Frontier, LP, related to the design, construction, credit and reimbursement of collected water impact fees to fund the project.

Budget Impact:

The estimated cost for the design and construction of the extension of approximately 2,562 feet of a 12" water line is \$343,542. The current anticipated water impact fees owed by the DNT Frontier Retail Center development as well as the adjacent property to the east also included in the area of reimbursement is \$309,476. In the event that full credits and reimbursements have not been made to DNT Frontier, LP, by the Town after the expiration of ten (10) years from the date of the Town's acceptance of the water line, the Town will reimburse DNT Frontier, LP, any shortfall.

Legal Obligations and Review:

Terrence Welch of Brown & Hofmeister, L.L.P., has reviewed the agreement as to form and legality. DNT Frontier, LP, will contribute up to \$2,000 towards the legal preparation fees.

Attached Documents:

1. Town of Prosper Water System Capital Improvement Plan
2. Water Impact Fee Agreement

Town Staff Recommendation:

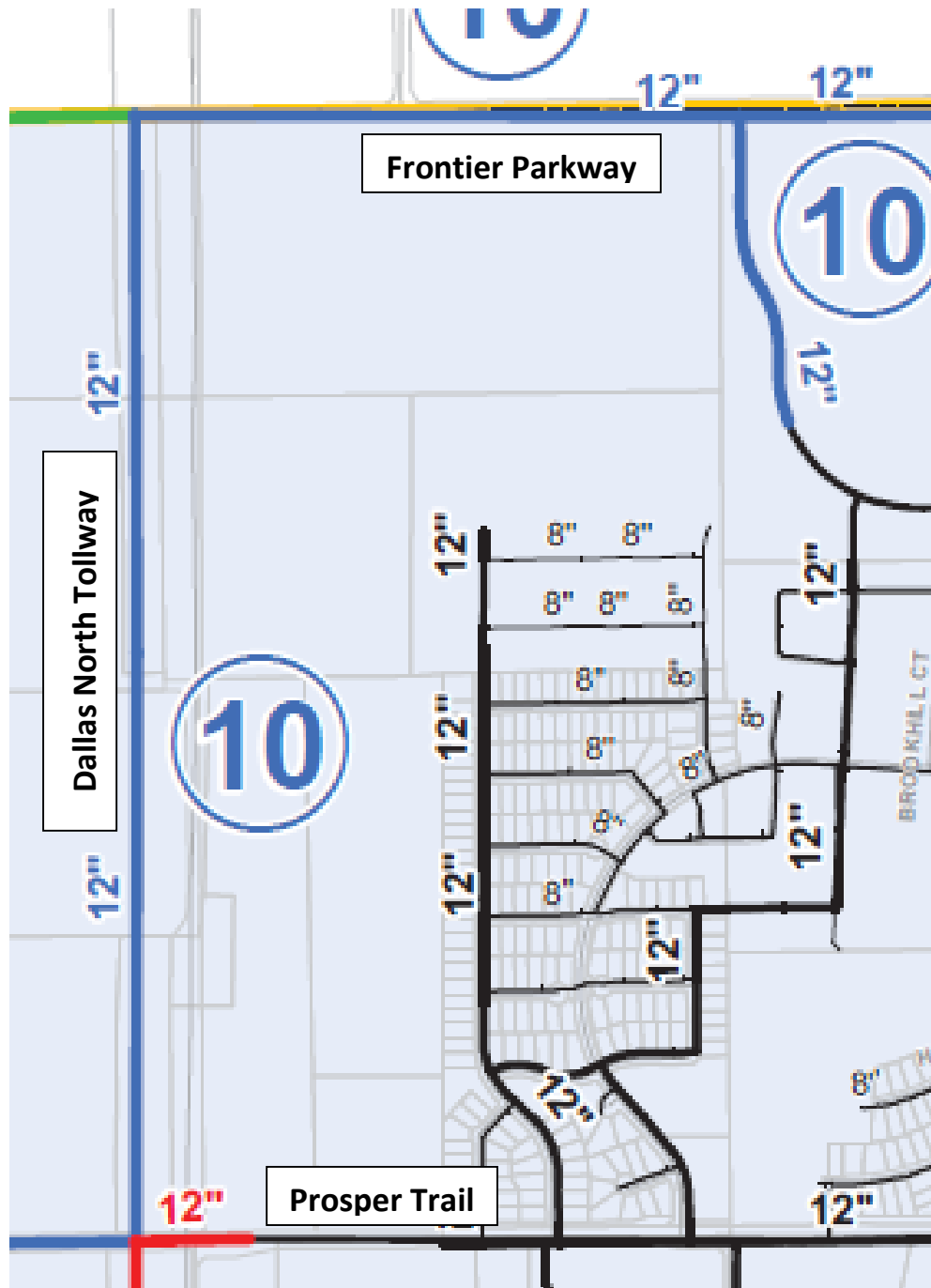
Town staff recommends that the Town Council authorize the Town Manager to execute a Water Impact Fee Agreement between DNT Frontier, LP, and the Town of Prosper, Texas, related to the construction of a water line to serve the DNT Frontier Retail Center development.

Proposed Motion:

I move to authorize the Town Manager to execute a Water Impact Fee Agreement between DNT Frontier, LP, and the Town of Prosper, Texas, related to the construction of a water line to serve the DNT Frontier Retail Center development.

Town of Prosper Water System Capital Improvement Plan

DNT Frontier Retail Center



WATER IMPACT FEE AGREEMENT
(DNT FRONTIER RETAIL CENTER)

THIS WATER IMPACT FEE AGREEMENT ("**Agreement**") is made and entered into this ____ day of November, 2023 ("**Effective Date**"), by and between the Town of Prosper, Texas ("**Prosper**" or the "**Town**"), and DNT Frontier, LP, a Texas limited partnership (the "**Developer**"), individually referred to as a "**Party**" and collectively referred to as the "**Parties**."

WITNESSETH:

WHEREAS, the Developer is developing a project in the Town known as DNT Frontier Retail Center ("**FRC**"); and which development contains multiple development phases; and

WHEREAS, the legal descriptions of the FRC property ("**Property**") are attached hereto as **Exhibit A**; and

WHEREAS, the Town and the Developer wish to address the construction of a 12" water line as well as the timing, construction and payment of associated costs thereof, related to FRC; and

WHEREAS, the Town and the Developer acknowledge that the construction of a 12" water line to and in FRC is desirable; however, both Parties recognize the capital costs associated with the proposed construction; and

WHEREAS, the Town and the Developer have agreed to the construction of a 12" water line ("**Water Improvements**"), with each party having certain obligations related thereto, as depicted in attached **Exhibit B** and incorporated by reference, with cost estimates and impact fee estimates for the Property described in attached **Exhibit D**, also incorporated by reference; and

WHEREAS, the Town has adopted a Water Capital Improvements Plan ("**Water CIP**") as part of its impact fee ordinance, contained in Article 10.02 of Chapter 10 of the Town's Code of Ordinances, as amended, all of which was adopted pursuant to the authority contained in Chapter 395 of the Texas Local Government Code, as amended, and the Parties agree and acknowledge that the Water Improvements are subject to this Agreement is reflected on the Town's Water CIP; and

WHEREAS, in an effort to facilitate the construction of a 12" water line serving FRC, the parties have agreed to the terms and provisions of this Agreement; and

WHEREAS, this Agreement clearly is in the best interests of the Town and the Developer and it is deemed mutually beneficial to each that the construction of a 12" water line to and in FRC proceed uniformly; and

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

1. **Water Impact Fees and Water Improvements.**

(a) Subject to the provisions of this Paragraph 1 and this Agreement, the Property will be assessed water impact fees at the rates then in effect pursuant to the Impact Fee Ordinance as it presently exists or may be subsequently amended (the “**Water Impact Fees**”).

(b) The Developer shall, at its sole cost and expense, except as provided in Paragraph 3, below, construct and install approximately 2,562 LF of 12” water line from the Dallas North Tollway to Frontier Park, as generally depicted on **Exhibit B**, attached hereto and incorporated herein for all purposes (collectively referred to herein as the “**Water Improvements**”).

(c) The Developer shall bid the construction of the Water Improvements as shown in the related construction plans set with at least three (3) qualified contractors and shall provide copies of the bids received for such items to Town within five (5) business days of the Developer’s receipt of same. The Developer shall: (i) execute a contract for the construction of the Water Improvements with the lowest responsible bidder, as mutually and reasonably determined by Town and the Developer; (ii) commence, or cause to be commenced, construction of the Water Improvements within the project development schedule following: (A) the execution of this Agreement and recording of any third party water line easements required for the construction of the Water Improvements; and (B) approval of the Water Improvements’ engineering plans, specifications and designs by Town’s Engineer, which approval shall not be unreasonably withheld or delayed; (iii) construct the Water Improvements in accordance with Town-approved engineering plans, specifications and designs; and (iv) complete the Water Improvements and obtain Town’s acceptance of same prior to Town’s final acceptance of the Water Improvements.

(d) The Developer represents that the estimated Water Improvements construction costs are Three Hundred Forty-Three Thousand Five Hundred Forty-Two and 00/100 Dollars (\$343,542.00), as more particularly described in **Exhibit D**, attached hereto and incorporated herein for all purposes (the “**Estimated Construction Costs**”). The Developer acknowledges and agrees that Town is relying on the Developer’s engineer’s representation and warranty that the Estimated Construction Costs are as described in **Exhibit D**. Prior to receiving any credit described in Paragraph 3 or reimbursement described in Paragraph 4 below, the Developer shall tender to Town evidence, in a form(s) reasonably acceptable to Town, that all of the Water Improvements construction costs (the “**Water Improvement Costs**”) have been paid by the Developer, including but not limited to, Affidavits of Payment/Affidavits as to Debts and Liens and any other evidence reasonably required by Town (“**Evidence of Payment(s)**”).

2. **Water Impact Fees and Impact Fee Credits.** Builders on the Property shall be subject to and shall pay the Town water impact fees, pursuant to applicable provisions of the Town's Code of Ordinances, as amended; however, provided the Developer constructs, and the Town accepts, the Water Improvements contemplated by this Agreement, the Developer shall receive water impact fee credits and reimbursements up to the amount of the eligible construction costs incurred by the Developer for the construction of the Water Improvements. For purposes of this Agreement, "construction costs" shall mean the actual costs of constructing the Water Improvements, including, but not limited to, design costs, labor and material costs, engineering costs, surveying costs and material testing costs associated with the Water Improvements. No Water Impact Fee Credits and/or Reimbursements from Water Impact Fees shall be made until a final accounting of all incurred construction costs are approved by the Developer and Town's Engineer, which review and approval shall not be unreasonably withheld, conditioned or delayed.

3. **Credits from Water Impact Fees if the Developer Builds on the Property.** In the event the Developer builds on the Property and is required to pay Water Impact Fees to the Town, then Developer shall not be required to pay such Water Impact Fees and shall receive a Water Impact Fee credit at the time when Water Impact Fees are otherwise due and owing the Town. In no event shall any such Water Impact Fee credit exceed the Water Improvement Costs incurred by the Developer.

4. **Reimbursements from Water Impact Fees.** Any reimbursement to Developer contemplated by this Agreement from someone other than the Developer, who shall receive credit of water impact fees as stated in Paragraph 3, shall come only from Water Impact Fees collected by the Town from eligible development expenses as described in this Agreement within FRC in the service area to be served by the Water Improvements as shown on **Exhibit C**, attached hereto. The Town will use its reasonable efforts to pay the Developer any reimbursement quarterly and as applicable, on January 15, April 15, July 15, and October 15 of each year beginning the first quarterly date after the Town accepts the Water Improvements. The reimbursement of water impact fees for the Water Improvements shall cease when the amount of credits and reimbursement equals the total sum of the construction costs as defined above. Attached hereto and incorporated by reference is **Exhibit D**, which exhibit reflects the current Estimated Construction Costs and anticipated water impact fees to be collected by Town and reimbursed to the Developer by the Town.

5. **Understanding of the Parties Regarding Impact Fees Collected.** The Developer and the Town acknowledge and agree that: (i) the water impact fees collected may be less than the water impact fee reimbursements to which the Developer is entitled; and (ii) water impact fees owed on the Property shall be paid in accordance with the Town's impact fee ordinance, as amended.

6. **Assignment.** The Developer shall have the right to assign this Agreement, in whole or in part, only to one or more parties purchasing undeveloped portions of FRC, which party (or parties) shall have the option to construct the Water Improvements located in such portions. As to the sale of land by the Developer to any party to whom this Agreement has not been assigned, in whole or in part, the purchaser thereof shall have no rights or obligations under this Agreement and this Agreement shall not apply with respect to such land. This Agreement shall not be filed of record.

7. **Default.** If the Developer fails to comply with any provision of this Agreement after receiving thirty (30) days' written notice to comply from Town or such longer period as may be reasonably necessary provided that the Developer commences to cure the default or breach within the 30-day period and proceeds with reasonable diligence thereafter to complete such cure, then so long as such default continues and is not cured, Town shall have the following remedies, in addition to Town's other rights and remedies:

(a) to refuse to accept any public improvements as to the applicable portion of FRC to which the default relates (provided however the Town shall not be entitled to rescind any prior acceptance of public improvements); and/or

(b) to construct and/or complete the Water Improvements and to recover any and all reasonable, necessary and actual costs and expenses associated with the construction and/or completion of same, including, but not limited to, any and all reasonable and necessary attorney's fees and costs associated therewith; and/or

(c) to seek specific enforcement of this Agreement.

In the event the Developer does commence construction of the Water Improvements within sixty (60) days after Town issues the applicable construction permits but fails to complete construction of the Water Improvements within two (2) years after commencement of construction, such failure may be declared a default, in the Town's sole discretion, with no requirement of notice, as referenced in Paragraph. In such event, the Developer shall not be eligible for Credits or Reimbursements from Water Impact Fees for the construction costs incurred by the Developer for the Water Improvements until such time as the Water Improvements has been accepted by the Town and full payment has been made to any person or business entity that has completed the Water Improvements after the Developer's default.

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

8. **Other Applicable Development Ordinances.** Unless otherwise expressly stipulated in this Agreement, nothing herein shall relieve any developer from responsibilities for the construction of other public improvements under applicable development ordinances of the Town.

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

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

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

If to the Developer: DNT Frontier, LP
 4215 W. Lovers Lane, Suite 250
 Dallas, TX 75209
 Attn: David Fogel
 Email: David@dsfcapital.com

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

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

13. **Effect of Recitals.** The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the Town Council; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

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

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

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

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

18. **Notification of Sale or Transfer**. The Developer shall notify the Town in writing of a sale or transfer of all or any portion of the Property where the Developer plans to assign all or a portion of this Agreement, as contemplated herein, within ten (10) business days of such sale or transfer.

19. **Authority to Execute**. The Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The Town warrants and represents that the individual executing this Agreement on behalf of the Town has full authority to execute this Agreement and bind the Town to the same. The Developer warrants and represents that the individual executing this Agreement on behalf of the Developer has full authority to execute this Agreement and bind the Developer to the same. This Agreement is and shall be binding upon the Developer, its successors, heirs, assigns, grantees, vendors, trustees, representatives, and all others holding any interest now or in the future.

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

21. **Indemnification**. FROM THE EFFECTIVE DATE OF THIS AGREEMENT TO THE DATE ON WHICH ALL WORK WITH RESPECT TO A WATER IMPROVEMENTS IS COMPLETED AND ALL IMPROVEMENTS, AS CONTEMPLATED HEREIN, HAVE BEEN ACCEPTED BY THE TOWN, THE DEVELOPER DOES HEREBY AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS TOWN AND ITS ELECTED AND APPOINTED OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL ACTUAL DAMAGES (BUT NOT CONSEQUENTIAL OR PUNITIVE DAMAGES), INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE) LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), CAUSED BY THE GROSSLY NEGLIGENT, AND/OR INTENTIONAL

ACT AND/OR OMISSION OF THE DEVELOPER, OR ANY OTHER THIRD PARTIES FOR WHOM THE DEVELOPER ENGAGED, IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, THE CONSTRUCTION OF THE WATER IMPROVEMENTS CONTEMPLATED HEREIN (HEREINAFTER "CLAIMS"). THE DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND THE TOWN AGAINST ALL SUCH CLAIMS ARISING UNDER THIS AGREEMENT, AND THE TOWN IS REQUIRED TO REASONABLY COOPERATE AND ASSIST DEVELOPER(S) IN PROVIDING SUCH DEFENSE. THE DEVELOPER SHALL NOT BE REQUIRED TO INDEMNIFY THE TOWN FROM CLAIMS CAUSED IN WHOLE OR IN PART BY THE TOWN'S NEGLIGENT, GROSSLY NEGLIGENT, AND/OR INTENTIONAL ACTS AND/OR OMISSIONS, OR ANY OTHER THIRD PARTIES FOR WHOM THE TOWN ENGAGED.

22. **Approval of Counsel.** In its reasonable discretion, the Town shall have the right to approve counsel to be retained by the Developer in fulfilling its obligation hereunder to defend and indemnify the Town. The Town reserves the right to provide a portion or all of its' own defense, at its sole cost; however, the Town is under no obligation to do so. Any such action by the Town is not to be construed as a waiver of the Developer's obligation to defend the Town or as a waiver of the Developer's obligation to indemnify the Town pursuant to this Agreement. The Developer shall retain Town-approved defense counsel within ten (10) business days of the Town's written notice that the Town is invoking its right to indemnification under this Agreement.

23. **Survival.** Paragraph 21, "Indemnification," shall survive the termination of this Agreement.

24. **Additional Representations.** Each signatory represents this Agreement has been read by the Party for which this Agreement is executed and that such Party has had the opportunity to confer with its counsel.

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

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

27. **Applicability of Town Ordinances.** The signatories hereto shall be subject to all applicable ordinances of the Town, whether now existing or in the future arising.

28. **Rough Proportionality.** The Developer hereby agrees that any land or property donated and/or dedicated pursuant to this Agreement, whether in fee simple or otherwise, to the Town relative to any development on the Property is roughly proportional to the need for such land and the Developer hereby waives any claim therefor that it may have. The Developer further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to said donation are related both in nature and extent to the impact of the development referenced herein. Both the Developer and the Town further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the provision of water services to the Property.

29. **Attorney's Fees.** The Developer agrees to pay, or cause to be paid, to Prosper reasonable attorney's fees charged to the Town by the Town's legal counsel for, among other things, legal review and revision of this Agreement and all further agreements, ordinances or resolutions contemplated by this Agreement, negotiations and discussions with Developer's attorney and the provision of advice to applicable Prosper Town Staff and the Prosper Town Council, in an amount not to exceed \$2,000.00 within ten (10) days upon receipt of an invoice of same from the Town.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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

THE TOWN OF PROSPER, TEXAS

By: _____

Name: Mario Canizares

Title: Town Manager


STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the _____ day of _____, 2023, by Mario Canizares, Town Manager for the Town of Prosper, Texas, on behalf of the Town of Prosper, Texas.

Notary Public, State of Texas
My commission expires: _____

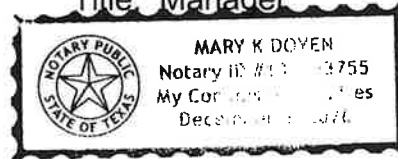
DNT FRONTIER, LP,
a Texas limited partnership

By: DNT Frontier GP, LLC,
A Texas limited liability company
Its general partner

By: DAVID SCOTT Fogel 
Printed Name David Fogel
Title: Manager

STATE OF TEXAS)

COUNTY OF DALLAS)



Before me, the undersigned authority, a notary public in and for the State of Texas, on this day personally appeared David Fogel, Manager of DNT Frontier GP, LLC, the general partner of DNT Frontier, LP, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purpose and consideration expressed, and in the capacity therein stated, on behalf of such entity.

Given under my hand and seal of office this 23RD day of October, 2023.

Mary K. Doyen
Notary public in and for the State of Texas
My commission expires: 12/16/2026

EXHIBIT A

(Property Legal Description)

WHEREAS, DNT FRONTIER, LP is the owner a 28.657 acre tract of land out of the Collin County School Land Survey, Section No. 12, Abstract No. 147, situated in the Town of Prosper, Collin County, Texas and being a portion of a called 70.91 acre tract of land conveyed to DNT Frontier, LP by deed of record in Document No. 20211122002383180 of the Official Public Records of Collin County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING, at a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the South end of a corner clip at the intersection of the East right-of-way line of Dallas Parkway (a variable width right-of-way) and the South right-of-way line of Frontier Parkway (County Road No. 5, a variable width right-of-way), being the most Westerly Northwest corner of said 70.91 acre tract and hereof;

THENCE, along the South right-of-way line of Frontier Parkway, being the common North line of said 70.91 acre tract, the following five (5) courses and distances:

1. N44°25'23"E, a distance of 71.45 feet to a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the North end of said corner clip;
2. N89°25'23"E, a distance of 417.85 feet to a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set;
3. N86°47'13"E, a distance of 239.17 feet to a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set;
4. N89°25'23"E, a distance of 243.00 feet to a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set;
5. N89°39'23"E, a distance of 29.31 feet to a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set for the Northeast corner hereof;

THENCE, leaving the South right-of-way line of Frontier Parkway, over and across said 70.91 acre tract, the following five (5) courses and distances:

1. S00°14'00"E, a distance of 94.41 feet to a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the point of curvature of a tangent curve to the left;
2. Along said tangent curve to the left, having a radius of 770.00 feet, a chord bearing of S02°47'18"E, a chord length of 68.65 feet, a delta angle of 05°06'37", an arc length of 68.68 feet to a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the point of tangency of said curve;
3. S05°20'37"E, a distance of 152.57 feet to a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the point of curvature of a tangent curve to the right;
4. Along said tangent curve to the right, having a radius of 830.00 feet, a chord bearing of S02°50'37"E, a chord length of 72.41 feet, a delta angle of 05°00'00", an arc length of 72.43 feet to a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the point of tangency of said curve;
5. S00°20'37"E, a distance of 876.90 feet to a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the Northeast corner of that certain right-of-way dedication as shown on the plat of Lakes of Prosper North - Phase 2, a subdivision of record in Volume 2015, Page 675 of the Plat Records of Collin County, Texas, also being the Northwest corner of Lot 5, Block A of said Lakes of Prosper North - Phase 2, also being in the South line of said 70.91 acre tract, for the Southeast corner hereof, from which a 1/2 inch iron rod with yellow plastic cap stamped "SPIARS ENG" found at the Northeast corner of Lot 4, Block X of said Lakes of Prosper North - Phase 2, being the Southeast corner of said 70.91 acre tract, bears N89°18'34"E, a distance of 1,450.09 feet;

THENCE, S89°18'34"W, along South line of said 70.91 acre tract, being in part, the common North line of said right-of-way dedication of record and in part, the common North line of a called 29.6736 acre tract of land conveyed to TREJAX, LP by deed of record in Document No. 20121206001558000 of said Official Public Records, a distance of 1003.13 feet to a 1/2" iron rod with yellow plastic cap stamped "SPIARS ENG" found in the East right-of-way line of Dallas Parkway, being the Northwest corner of said 29.6736 acre tract, also being the Southwest corner of said 70.91 acre tract and hereof;

THENCE, along the East right-of-way line of Dallas Parkway, being the common West line of said 70.91 acre tract, the following three (3) courses and distances:

1. N01°32'44"E, a distance of 211.14 feet to a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the point of curvature of a tangent curve to the left;
 2. Along said tangent curve to the left, having a radius of 5744.58 feet, a chord bearing of N00°24'01"E, a chord length of 229.65 feet, a delta angle of 02°17'26", an arc length of 229.67 feet to a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the point of tangency of said curve;
- N00°44'43"W, a distance of 784.27 feet to the POINT OF BEGINNING and containing an area of 28.657 Acres, or (1,248,288 Square Feet) of land, more or less.

EXHIBIT B
(Water Improvements to be Constructed by Developer)

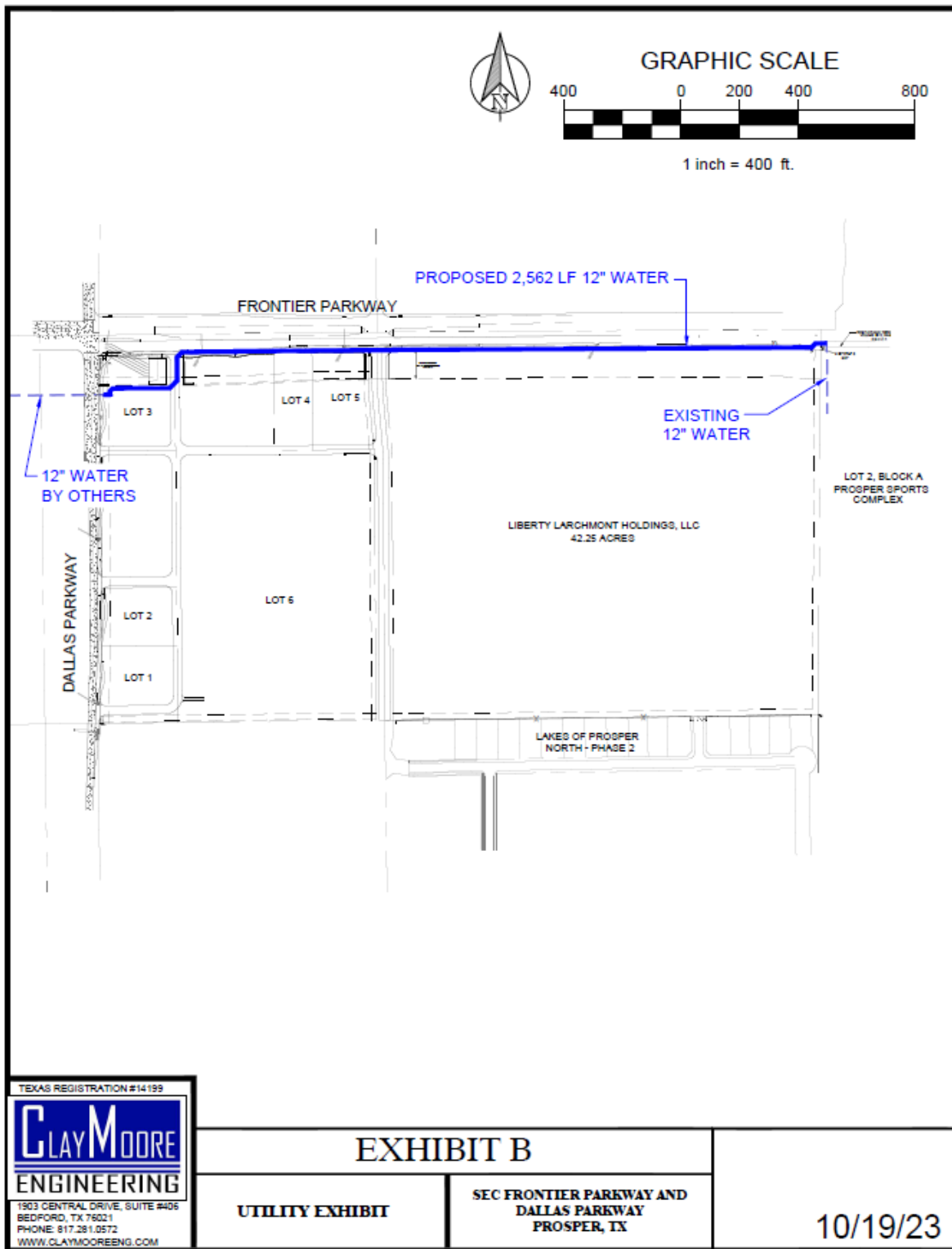


EXHIBIT C **(Area of Reimbursement)**



EXHIBIT D
(Estimated Construction Costs and
Anticipated Water Impact Fees)

10/19/2023

Frontier Road - 12 Inch Water Line Breakout

Description	Qty	Unit	Unit Price	Total
Connect to Existing 12" Water Stubout	2	Ea	\$ 3,750.00	\$ 7,500.00
12" DR18 Water Line 6' avg. depth	2562	LF	\$ 110.00	\$ 281,820.00
12" Gate Valve	6	LF	\$ 3,810.00	\$ 22,860.00
Fire Hydrant on 12" Water line	2	Ea	\$ 8,400.00	\$ 16,800.00
Pole Bracing	8	Ea	\$ 1,500.00	\$ 12,000.00
Testing/Trench Safety	2562	LF	\$ 1.00	\$ 2,562.00
Total Water				\$ 343,542.00

Frontier Retail Center Water Impact Fee Reimbursement

Lot	Use	Estimated Domestic Size	Number of Meters	Estimated Irrigation Size	Number of Meters	Impact Fee
1	BANK W/ DT	1"	1	1"	1	\$7,642.00
2	COFFEE SHOP W/ DT	1.5"	1	1"	1	\$11,462.00
3	RESTAURNT W/ DT	1.5"	1	1"	1	\$11,462.00
4	SUPERMARKET	3"	1	2"	1	\$46,611.00
5	GAS STATION/CAR WASH	1.5"	1	N/A	1	\$7,641.00
6	NON FAST FOOD RESTAURANT	2"	1	1"	1	\$16,047.00
7	NON FAST FOOD RESTAURANT	2"	1	1"	1	\$16,047.00
EAST LAND	MEDICAL	2"	12	1"	12	\$192,564.00
TOTAL						\$309,476.00



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: Professional Engineering Services Agreement – Stantec Consulting
Traffic Signals: First Street at Artesia and Teel Parkway at Prairie Drive

Town Council Meeting – November 14, 2023

Strategic Visioning Priority: 1. Acceleration of Infrastructure

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a Professional Engineering Services Agreement between Stantec Consulting Services, Inc., and the Town of Prosper, Texas, related to the design of traffic signals on First Street at Artesia Boulevard and on Teel Parkway at Prairie Drive.

Description of Agenda Item:

Richland High School is currently under construction at the southeast corner of Teel Parkway and First Street with a planned opening of Fall 2025. Along with the development of the high school site, the Prosper Independent School District (PISD) will be extending two-lanes of Prairie Drive from the current eastern terminus of Prairie Drive to Teel Parkway, and the Town will be constructing the northbound two lanes of Teel Parkway from just north of US 380 to First Street. The construction of the northbound two lanes of Teel Parkway will complete four lanes of Teel Parkway from US 380 to First Street and intersection at Prairie Drive.

With the increased traffic from the high school, Stantec re-evaluated their 2019 Signal Warrant Studies along Fishtrap Road and concluded that the traffic signal on First Street at Artesia Boulevard is now warranted and recommended. As for the traffic signal on Teel Parkway at Prairie Drive, the traffic impact analysis (TIA) provided by PISD showed that while the traffic signal is not warranted for the traffic anticipated when the high school first opens, the projected future growth in population and traffic could meet the warrants for a traffic signal as early as 2027. Instead of delaying the design and construction of a traffic signal on Teel Parkway at Prairie Drive until the traffic warrants a traffic signal, due to the emergency exit of Fire Station #2 connecting to a newly expanded intersection, emergency signals will be installed in the interim. Once a revised traffic signal warrant study recommends a traffic signal, the emergency signals will be removed, and the standard traffic signal heads installed to provide a fully operational traffic signal.

The services associated with this agreement are for the design of two (2) traffic signals, one on First Street at Artesia Boulevard and the other on Teel Parkway at Prairie Drive. The traffic signal design improvements include mast arm pole assemblies and foundations, vehicle detection, pull boxes, underground conduits and cables, mast arm-mounted signs, and pedestrian signals designed for APS (Audible Pedestrian Signals) readiness. As stated earlier, the traffic signal design on Teel Parkway at Prairie Drive will include the installation of temporary emergency signals until such time as a traffic signal warrant study recommends they be replaced with standard traffic signal heads to provide a fully operational traffic signal. Design work will be performed for public bids using Town of Prosper standard construction contracts and specification format.

At the October 24, 2023, Town Council meeting, the Town Council approved a list of qualified engineering firms, which included traffic engineering services. Stantec Consulting Services, Inc., is included on the approved list and was also on the prior list approved at the April 9, 2019, Town Council meeting. They have successfully completed traffic signal warrant studies and design of multiple traffic signal projects for the Town.

Budget Impact:

The cost for the design is \$60,250 for the traffic signal at the intersection on First Street at Artesia Boulevard and \$40,750 for the design on Teel Parkway at Prairie Drive, for a total of \$101,000. The project budget for design, in the amount of \$65,000 is budgeted in Account No. 750-5410-10-00-2101-TR and \$65,000 is budgeted in Account No. 750-5410-10-00-2318-TR for a total budget of \$130,000. Therefore, \$60,250 will be funded from Account No. 750-5410-10-00-2102-TR, and PISD has agreed to pay for one-half of the design and future construction of the signal on First Street at Artesia Boulevard. Staff is also working with Denton County Fresh Water District No. 10 (DCFWS#10) on an agreement for cost participation on the design and future construction of the signal on First Street at Artesia Boulevard.

Legal Obligations and Review:

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

Attached Documents:

1. Professional Engineering Services Agreement
2. Location Maps

Town Staff Recommendation:

Town staff recommends that the Town Council authorize the Town Manager to execute a Professional Engineering Services Agreement between Stantec Consulting Services, Inc., and the Town of Prosper, Texas, related to the design of traffic signals on First Street at Artesia Boulevard and on Teel Parkway at Prairie Drive.

Proposed Motion:

I move to authorize the Town Manager to execute a Professional Engineering Services Agreement between Stantec Consulting Services, Inc., and the Town of Prosper, Texas, related to the design of traffic signals on First Street at Artesia Boulevard and on Teel Parkway at Prairie Drive.

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND
STANTEC CONSULTING SERVICES INC. FOR THE DESIGN OF
2101-TR TRAFFIC SIGNAL AT FIRST STREET (FISHTRAP ROAD) & ARTESIA BOULEVARD AND
2318-TR TRAFFIC SIGNAL AT TEEL PARKWAY & PRAIRIE DRIVE**

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

W I T N E S S E T H:

WHEREAS, Town desires to obtain professional engineering services in connection with the **Design of 2101-TR Traffic Signal At First Street (Fishtrap Road) & Artesia Boulevard and 2318-TR Traffic Signal At Teel Parkway & Prairie Drive**, hereinafter called "Project";

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

1. **Term of Agreement.** This Agreement shall become effective on the date of its execution by both Parties, and shall continue in effect thereafter until terminated as provided herein.
2. **Services to be Performed by Consultant.** The Parties agree that Consultant shall perform such services as are set forth and described in Exhibit A - Scope of Services and incorporated herein as if written word for word. All services provided by Consultant hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of their profession. In case of conflict in the language of Exhibit A and this Agreement, this Agreement shall govern and control. Deviations from the Scope of Services or other provisions of this Agreement may only be made by written agreement signed by all Parties to this Agreement.
3. **Prompt Performance by Consultant.** Consultant shall perform all duties and services and make all decisions called for hereunder promptly and without unreasonable delay as is necessary to cause Consultant's services hereunder to be timely and properly performed. Notwithstanding the foregoing, Consultant agrees to use diligent efforts to perform the services described herein and further defined in any specific task orders, in a manner consistent with these task orders; however, the Town understands and agrees that Consultant is retained to perform a professional service and such services must be bound, first and foremost, by the principles of sound professional judgment and reasonable diligence.
4. **Compensation of Consultant.** Town agrees to pay to Consultant for satisfactory completion of all services included in this Agreement a total fee of One Hundred and One Thousand Dollars (\$101,000) for the Project as set forth and described in Exhibit B - Compensation Schedule and incorporated herein as if written word for word. Lump sum fees shall be billed monthly based on the percentage of completion. Hourly not to exceed fees shall be billed monthly based on hours of work that have been completed. Direct Costs for expenses such as mileage, copies, scans, sub-consultants, and similar costs are included in fees and shall be billed as completed.

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

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

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

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

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

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

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

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

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

IN THE EVENT THAT TOWN AND CONSULTANT ARE CONCURRENTLY NEGLIGENT, THE PARTIES AGREE THAT ALL LIABILITY SHALL BE CALCULATED ON A COMPARATIVE BASIS OF FAULT AND

RESPONSIBILITY AND THAT NEITHER PARTY SHALL BE REQUIRED TO DEFEND OR INDEMNIFY THE OTHER PARTY FOR THAT PARTY'S NEGLIGENT OR INTENTIONAL ACTS, ERRORS OR OMISSIONS.

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

Stantec Consulting Services Inc.
Dave Carter, PE, PTOE
Principal, Engineering Manager
6080 Tennyson Pkwy, Suite 200
Plano, TX 75024

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

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

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

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

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

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

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

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

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

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

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

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

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

STANTEC CONSULTING SERVICES INC.

TOWN OF PROSPER, TEXAS

By:



Signature

Dave Carter

Printed Name

Principal

Title

10/04/2023

Date

By:

Signature

Mario Canizares

Printed Name

Town Manager

Title

Date

EXHIBIT A SCOPE OF SERVICES

PROFESSIONAL ENGINEERING SERVICES AGREEMENT BETWEEN THE TOWN OF PROSPER, TEXAS, AND STANTEC CONSULTING SERVICES INC. FOR THE DESIGN OF 2101-TR TRAFFIC SIGNAL AT FIRST STREET (FISHTRAP ROAD) & ARTESIA BOULEVARD AND 2318-TR TRAFFIC SIGNAL AT TEEL PARKWAY & PRAIRIE DRIVE

I. PROJECT DESCRIPTION

This project includes the design of two new traffic signals that will be needed in conjunction with a new high school being constructed on the southeast corner of Teel Parkway and First Street (Fishtrap Road) in the Town of Prosper, Texas. The signals will be at the intersections of First Street (Fishtrap Road) at Artesia Blvd and Teel Parkway at Prairie Drive. Proposed intersection improvements to be included with the signal design will include ADA compliant pedestrian ramps and straight crosswalks. Spiars Engineering has developed design plans for the widening of Teel Parkway including the future intersection of Prairie Drive which will be extended to meet Teel Parkway at an intersection with Fire Station 2's northern driveway. Teague Nall and Perkins, Inc. (TNP) has prepared design plans for the extension of Prairie Drive as well as the new high school driveway on First Street which is opposite the Artesia Blvd approach.

Stantec will design the new traffic signals per the Town's Signal Design Guidelines. The signal improvements will include the installation of new mast arm pole assemblies and foundations, radar vehicle detection, installation of new pull boxes, underground conduits and cables, and mast arm-mounted signs. Pedestrian signals will be designed for APS (Audible Pedestrian Signals). Stantec will coordinate with the City to ensure the locations of the pedestrian signals meet the guidelines laid out in the Texas Manual of Uniform Traffic Control Devices (TMUTCD) and are in accordance with the Town's requirements.

The Town's design guidelines state that curb ramps should be located to provide straight crosswalks which will require ADA ramp and median nose modifications at the First Street and Artesia Blvd intersection. Stantec will provide a preliminary intersection layout at the 30% design level for a field coordination meeting with Spiars, TNP and the Town staff to evaluate the potential impact to these elements. Some of Stantec's design for the ramp and median nose modifications may be incorporated into the Spiars and/or TNP design plans while some will be incorporated into the traffic signal construction package which will be a separate project.

The traffic signal plans will be developed based on engineering design CADD files provided by Spiars Engineering and TNP. Stantec will conduct a field visit to verify existing above ground utility locations and any underground utilities identified based on Texas811 markings. A new field survey is not being provided by Stantec as part of the basic services. Potholing for subsurface utility engineering (SUE) is not included.

Any change to the scope of work based on additional requirements by the TOWN may result in an increase in the fee associated with the project.

II. TASK SUMMARY

Task 1 - Traffic Signal Design. (NTP on November 15, 2023)

1. Manage the team:

- Lead, manage, and direct design team activities
 - Ensure quality control is practiced in the performance of the work
 - Communicate internally among team members
 - Allocate team resources
2. Communications and reporting:
 - Submit monthly invoices
 - Respond to email and telephone communication from the Town
 - Coordinate with other agencies and entities as necessary for the design of the proposed traffic signal.
 3. Meetings:
 - Attend one (1) meeting with Town staff to discuss signal design criteria. As part of this meeting, Stantec engineers will conduct a site visit at the intersection with the Town of Prosper Engineering Department to identify traffic signal pole locations, controller cabinet location, power source location, and to discuss specific issues concerning ADA Ramps, crosswalks and median nose modifications if necessary.
 - Attend one (1) in-person design review meeting with Town staff, Spiars and TNP.
 4. Prepare 30% signal design plans (complete by January 15, 2024)
 - Develop plan sheets for a permanent traffic signal based on base files.
 - The 30% traffic signal design plans will show location of signal poles and foundations, ADA ramps and median nose modifications for a starting design discussion that will occur in the field with the Town, Spiars and TNP.
 5. Prepare 60% signal design plans (complete by March 15, 2024)
 - Traffic signal layout sheet(s) showing signal poles, vehicular and pedestrian signal heads, barrier-free ramps and associated sidewalk connections, vehicle detection, pedestrian push buttons, controller cabinet location, power source location, electrical service, conduits, ground boxes, and all known existing and proposed utilities. Stantec will coordinate with the Town to ensure the locations of the barrier-free ramps and pedestrian signals meet the guidelines laid out in the Texas Manual of Uniform Traffic Control Devices (TMUTCD) and are in accordance with the Town's requirements.
 - Signal design tables sheet(s). Chart details will be at 90%.
 - Signing layout sheet detailing traffic signal related signs.
 - Pavement marking sheet detailing the location of stop bars and crosswalks. It is assumed that all other pavement markings leading up to the intersection will remain in place.
 6. Prepare 90% signal design plans (complete by May 15, 2024)
 - Receive comments from the Town on the preliminary plans and incorporate into plans.
 - Traffic signal layout sheet(s) showing signal poles, vehicular and pedestrian signal heads, barrier-free ramps and associated sidewalk connections, vehicle detection, pedestrian push buttons, controller cabinet location, power source location, electrical service, conduits, ground boxes, and all known existing and proposed utilities.
 - Prepare the following plan sheets for the Pre-Final design plans:
 - General Notes
 - Summary of Estimated Quantities
 - Traffic signal layout sheet

- Signal design tables
 - Signing layout sheet detailing traffic signal related signs.
 - Town and/or TxDOT standard detail drawings
 - Prepare an estimate of construction quantities and develop the preliminary opinion of probable construction cost
 - Assemble standard construction contract document using a template provided by the Town and modify special technical specifications for the project (if any)
7. Prepare 100% PS&E construction plans (complete by July 15, 2024):
- Receive and discuss comments from the Town on the 90% plans
 - Revise 90% plans, incorporating comments from the Town
 - Finalize estimate of construction quantities and opinion of probable construction cost.
 - Finalize construction contract documents, including special technical specifications and special conditions (if any).

Task 2 - Bidding and Construction Phase Services. The following tasks will be provided on an hourly rate with a not to exceed fee amount. The work will be performed as requested by the Town. If the fee is exceeded, an additional hourly fee may be set up to cover additional work, to be approved in advance by the Town.

1. Assist the Town in securing bids. The Town will prepare the Notice to Bidders and provide it to Stantec to update. The Town will be responsible for publishing the appropriate legal notice and be responsible for the cost for such publications.
2. Assist the Town by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents to plan holders, if necessary.
3. Stantec will assist the Town in analyzing the bids received. Review the qualification information provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified to construct the Project. Recommend award of contracts or other actions as appropriate to be taken by the Town.
4. Assist the Town in conducting a pre-construction conference with the Contractor and review the construction schedule prepared by the contractor in accordance with the requirements of the construction contract.
5. Review Contractor's submittals, including, requests for information, modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract.
6. It is assumed that one field visit may be necessary to meet a contractor in the field to discuss any design issues that may occur during construction.

Task 3 – Record Drawings. After construction is completed, Stantec will receive redline markups from the Contractor and/or the Town, to be delivered electronically in PDF format. Stantec will generate a set of record drawing plans that will incorporate these markups. The record drawings will not be signed and sealed, instead, they will bear a stamp explaining that the plans were constructed per the 100% design plans, except as otherwise noted. Stantec will not perform a field visit to verify the redline markups.

Task 4 – SUE Potholes. As a subconsultant to Stantec, Lina T Ramey & Associates (LTRA) will contact one call notices at least 48 hours prior to excavating the test holes. LTRA will also complete level B at each location to determine the toneable utilities within the proposed signal pole's new foot print. This will aid in deciding which utilities will need to be confirmed via test holes. LTRA will conduct an on site safety meeting prior to beginning and set up a work zone around each location. After completing each test hole, LTRA will survey the top of the utility and tie to project control. The location will be restored to its original condition.

LTRA will produce a test hole data sheet for each utility that includes top of pipe elevation, surface elevation, northing and easting, size, pipe material and other pertinent information. Hard copies and CAD files of work completed will be submitted.

Assumptions and Exclusions

This scope of services includes only the items specifically described above. The following items are specifically excluded from the scope of services:

- Utility adjustment or utility relocation design is not included in this scope.
- A pavement design is not included in the scope. It is assumed any new pavement section needed will match the as-built pavement section.
- Roadway profiles are not included in the scope. It is assumed the proposed improvements will not impact the profile of the existing road.
- Drainage design is not included in the scope of services.
- Modification of technical standards is not included in the scope of services.
- All plans will be designed simultaneously and meetings will cover all designs.
- Roadway modifications other than what is required for ADA ramps and median nose modifications.
- Traffic counts are not included in the scope of services.
- Simulation modeling for traffic signal phasing is not included in the scope of services.
- Temporary traffic signal design is not included in the scope of services.
- Coordination and approvals from TDLR is not included in the scope of services.
- Traffic control plans are not included in the scope of services.
- Traffic signal warrant study is not included in the scope of services.
- Traffic signal timing is not included in the scope of services.
- Illumination design, except for one luminaire on each signal pole (as applicable).
- Preparation of right-of-way or easement exhibits is not included in the scope of services.
- Application and Permitting fees and special insurance premiums is not included in the scope of services.
- Construction inspection services is not included in the scope of services.
- As-built surveys of constructed improvements is not included in the scope of services.
- Public hearings or CLIENT Council/Commission meetings is not included in the scope of services.
- Attendance at a utility coordination meeting to start the relocation process with affected franchise utilities. Distribution of copies of final plans and proposed schedule for bid letting and construction to affected franchise utilities is not included in the scope of services.
- Preparation or processing of change orders is not included in the scope of services.
- Coordination with TxDOT or any other agency for approval or permitting is not included in the scope of services.
- Any additional meetings not listed in the scope of services are not included in the scope of services.
- Additional exhibits or documents not specifically outlined herein are not included in the scope of services.
- Construction Staking Services is not included in the scope of services.
- New or Additional Boundary or Centerline Monuments are not included in the scope of services.
- Full Subsurface Utility Engineering (SUE) Services are not included in the scope of services.
- Environmental studies and permitting are not included in the scope of services.

If any of these items are required, they may be added for an additional fee.

III. DELIVERABLES

Task 1 – Traffic Signal Design

One (1) PDF copy of the 30% and 60% design package

One (1) PDF copy of the 90% design package, including contract bid item list and quantities

One (1) PDF copy of the 100% Final PS&E package, contract bid item list and quantities

Task 3 - Record Drawings

One (1) PDF copy of each sheet of the record drawings

One (1) CADD file of the record drawings base map

**EXHIBIT B
COMPENSATION SCHEDULE**

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND
STANTEC CONSULTING SERVICES INC. FOR THE DESIGN OF
2101-TR TRAFFIC SIGNAL AT FIRST STREET (FISHTRAP ROAD) & ARTESIA BOULEVARD AND
2318-TR TRAFFIC SIGNAL AT TEEL PARKWAY & PRAIRIE DRIVE**

I. COMPENSATION SCHEDULE

Task	Completion Schedule	Compensation Schedule
Notice-to-Proceed	November 15, 2023	
<u>First Street (Fishtrap) at Artesia Blvd</u>		
Task 1 - Traffic Signal and ADA Design	July 15, 2024	\$41,000
Task 2 – Bidding and Construction Phase Services	TBD	\$5,250
Task 3 – Record Drawings	TBD	\$1,500
Task 4 – SUE (pothole depth of utilities at 4 locations)	TBD	\$12,500
Subtotal		\$60,250
<u>Teel Pkwy at Prairie Drive</u>		
Task 1 - Traffic Signal and ADA Design	July 15, 2024	\$34,000
Task 2 – Bidding and Construction Phase Services	TBD	\$5,250
Task 3 – Record Drawings	TBD	\$1,500
Subtotal		\$40,750
Total Compensation		\$101,000

II. COMPENSATION SUMMARY

Basic Services	Billing Method	Amount
Task 1 – Traffic Signal Design	Lump Sum (percent complete)	\$75,000
Task 2 – Bidding and Construction Phase Services	Time & Materials	\$10,500
Task 3 – Record Drawings	Lump Sum (percent complete)	\$3,000
Task 4 – SUE (pothole depth of utilities at 4 locations)	Time & Materials	\$12,500
Total Basic Services:		\$101,000

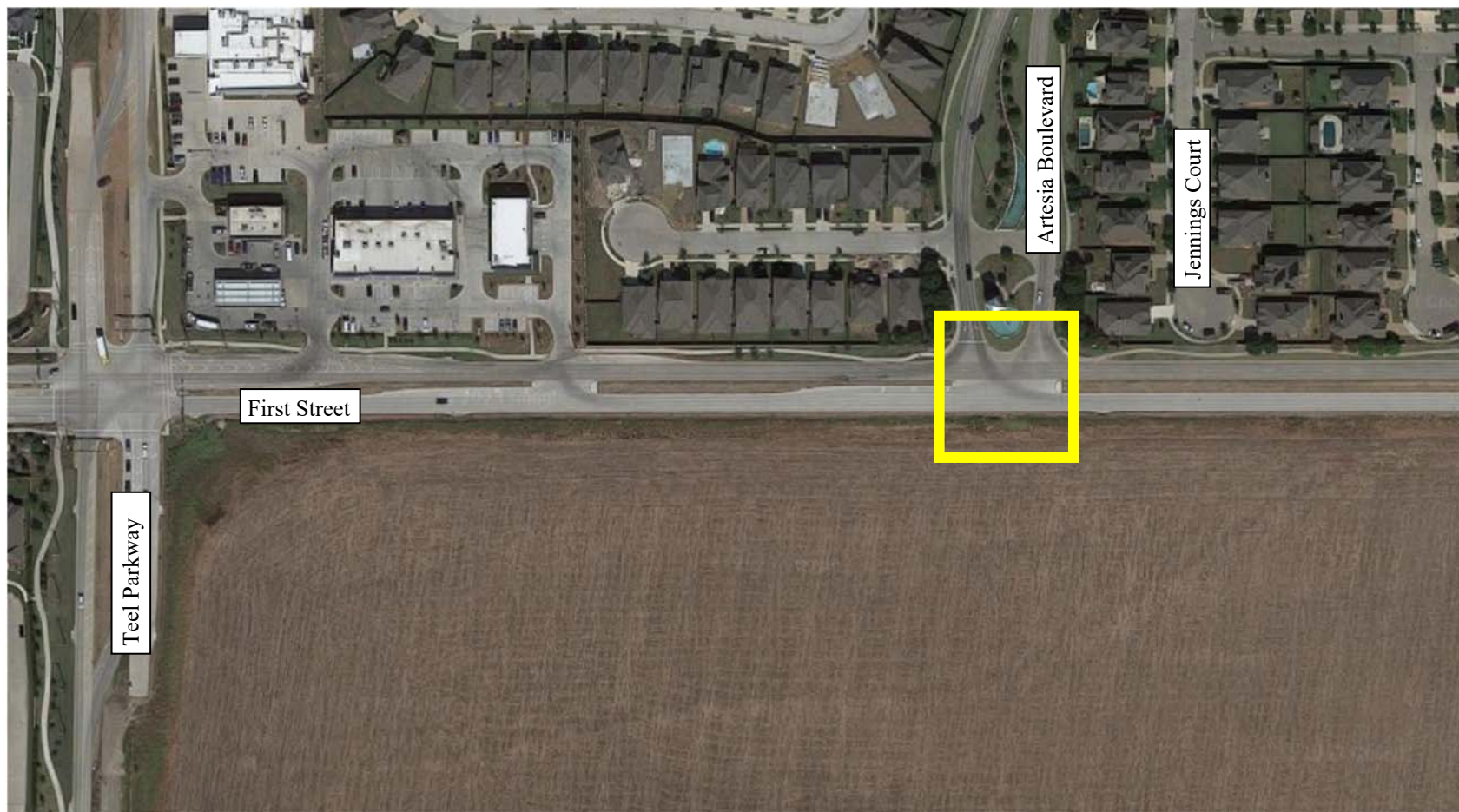
Special Services (NOT AUTHORIZED TO PROCEED)	Amount
N/A	\$0
Total Special Services:	\$0

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

LOCATION MAP



Traffic Signal at
First Street & Artesia Boulevard



LOCATION MAP

Traffic Signal at
Teel Parkway and Prairie Drive





PLANNING

To: Mayor and Town Council

From: David Hoover, Director of Development Services

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

Re: Specific Use Permit for Concrete Batching Plant

Town Council Meeting – November 14, 2023

Strategic Visioning Priority: 3. Commercial Corridors are ready for Development

Agenda Item:

Conduct a public hearing and consider and act upon a request for an extension of a Specific Use Permit (SUP) for a Concrete Batching Plant on 5.0± acres, located south of West First Street and west of South Dallas Parkway. The property is zoned Planned Development-19 (PD-19) Lattimore Batch Plan North and Specific Use Permit-6 (S-6) Nelson Bros Concrete Batch Plant. (S20-0002)

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	Planned Development-19 & Specific Use Permit-6	Concrete Batching Plant	Tollway District
North	Agricultural	Wholesale Warehouse	Tollway District
East	Commercial Corridor	Wholesale Warehouse	Tollway District
South	Single Family-15	Concrete Batching Plant	Tollway District
West	Agricultural	Wholesale Warehouse	Tollway District

Requested Zoning:

The purpose of this request is to extend the existing Specific Use Permit (SUP) for a Concrete Batching Plant. The original Specific Use Permit was approved in 2021 and does not expire until October 2024; however, the extension will allow them to continue operating until October 1, 2026. The applicant has agreed to cease operations once this extension expires.

The Zoning Ordinance contains the following four (4) criteria to be considered in determining the validity of an SUP request.

1. *Is the use harmonious and compatible with its surrounding existing uses or proposed uses?*
2. *Are the activities requested by the applicant normally associated with the requested use?*
3. *Is the nature of the use reasonable?*
4. *Has any impact on the surrounding area been mitigated?*

Staff believes the applicant has satisfied the criteria and recommends approval of the request.

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

Attached Documents:

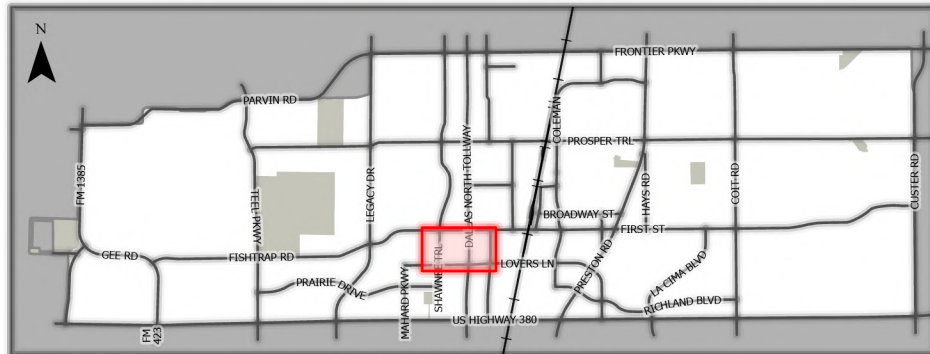
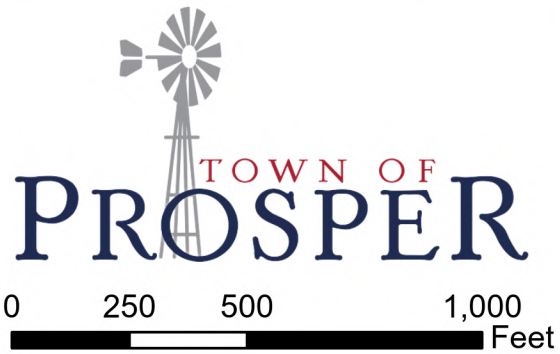
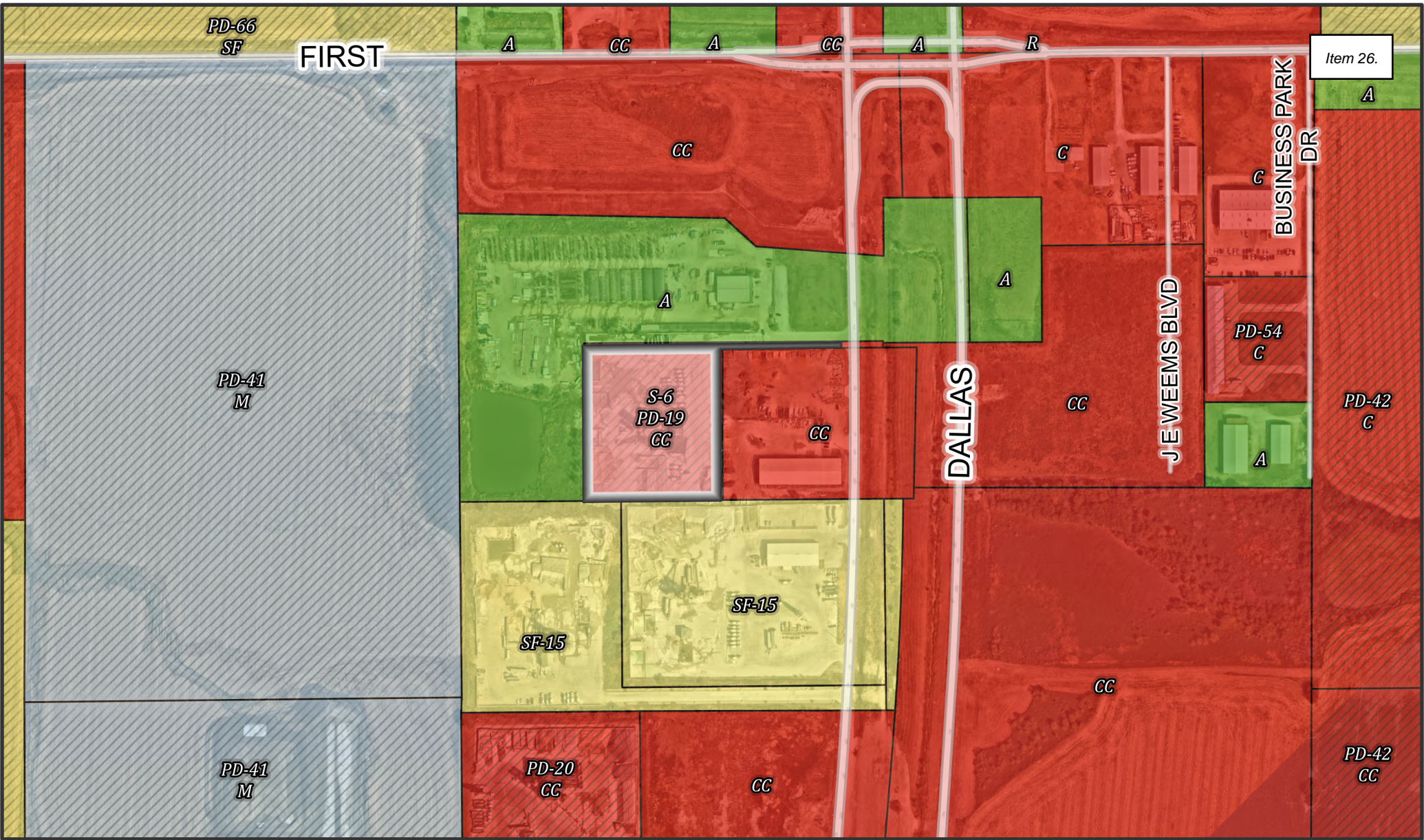
1. Zoning Map

Town Staff Recommendation:

Town Staff recommends approval of the request for an extension of a Specific Use Permit for a Concrete Batching Plant on 5.0± acres, located south of West First Street and west of South Dallas Parkway. The extension to this Specific Use Permit will allow the concrete batching plant to continue operations until on or before October 1, 2026. However, the applicant has agreed to cease operations and relocate once the extension expires. Furthermore, all equipment from the property will be removed, including the on-site modular office, when the plant ceases operations. The applicant's agreement to these conditions upon approval of the extension will allow the property to be in conformance with the vision for Dallas North Tollway once the extension expires. The Planning & Zoning Commission recommended approval of this item (4-0) at their meeting on October 17, 2023.

Proposed Motion:

I move to approve/deny the request for an extension of a Specific Use Permit for a Concrete Batching Plant on 5.0± acres, located south of West First Street and west of South Dallas Parkway.



S20-0002

Nelson Bros Ready Mix

Specific Use Permit

Page 252

This map for illustration purposes only



PLANNING

To: Mayor and Town Council

From: David Hoover, Director of Development Services

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

Re: Notice of Appeals

Town Council Meeting – November 14, 2023

Strategic Visioning Priority: 3. Commercial Corridors are ready for Development

Agenda Item:

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

Description of Agenda Item:

Attached are the Site Plans that were acted on by the Planning & Zoning Commission at their meeting on October 17, 2023. Per the Zoning Ordinance, the Town Council can direct staff to submit a written notice of appeal on behalf of the Town Council to the Development Services Department for any Site Plans and Preliminary Site Plans acted on by the Planning & Zoning Commission.

Budget Impact:

There is no budgetary impact affiliated with this item.

Legal Obligations and Review:

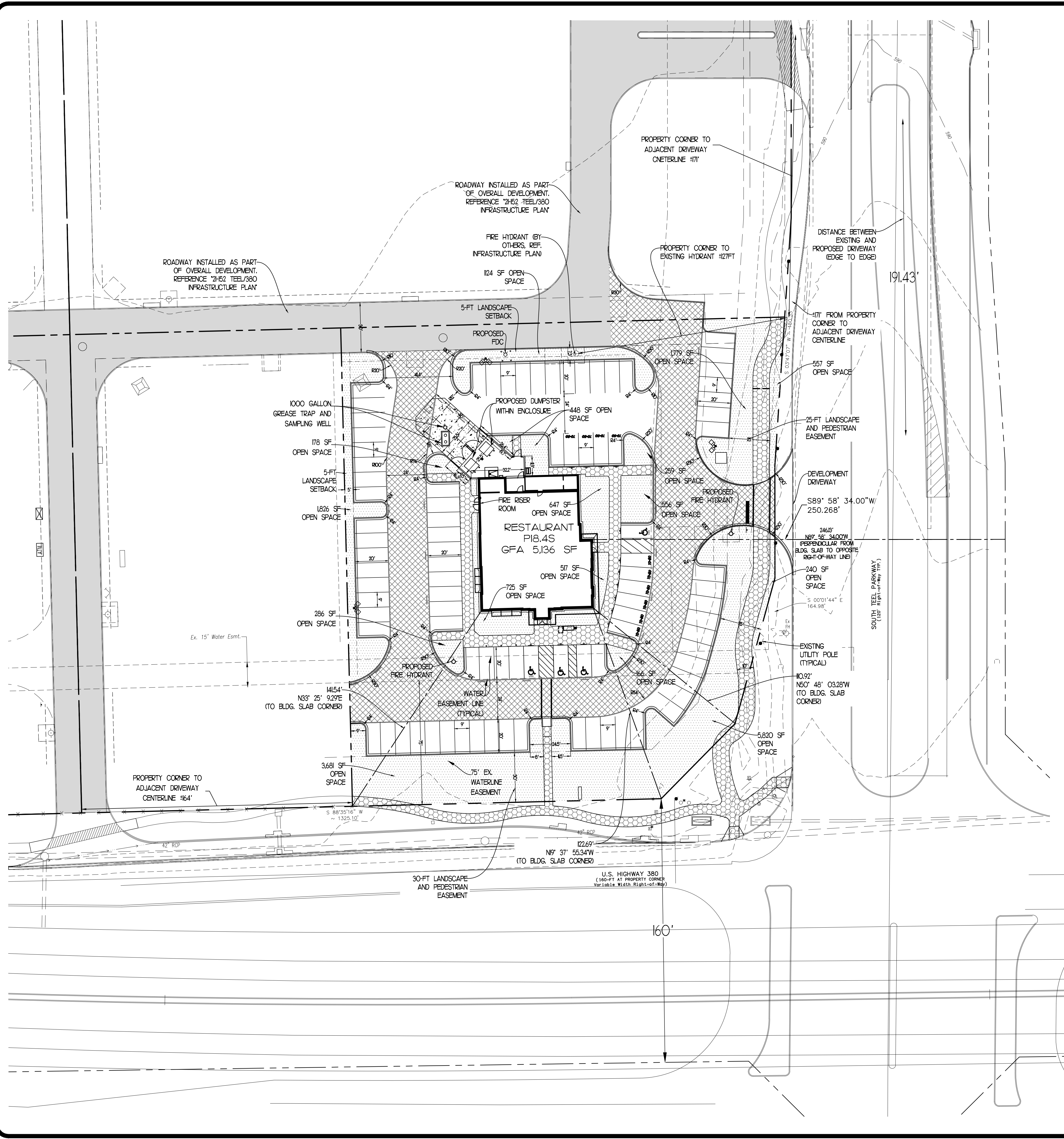
Terrence Welch of Brown & Hofmeister, L.L.P., has approved the attached documents as to form and legality.

Attached Documents:

1. DEVAPP-23-0148 – Chili's (Approved 4-0)

Town Staff Recommendation:

Town Staff recommends the Town Council take no action on this item.



LEGEND

PROPOSED	DESCRIPTION
	TREE/ LANDSCAPING
	LIGHT POLE
	EXISTING UTILITY POLE TO REMAIN
	FULL DEPTH SAWCUT
	LIMITS OF DISTURBANCE
	LIMITS OF DISTURBANCE
	OPEN SPACE
	CONCRETE PAVING/SIDEWALK
	STRIPING
	PAVEMENT BY OTHERS
	FIRE LANE AREA

INTERIOR PARKING LANDSCAPING (CHAPTER 4, SECTION 26, C. 2)

REQUIRED:
FIFTEEN SQUARE FEET OF LANDSCAPING FOR EACH PARKING SPACE, EXCLUSIVE OF THE REQUIRED PERIMETER LANDSCAPE REQUIREMENTS, ALSO.

90 PARKING SPACES X 15 SF = 1365 SF OF INTERIOR LANDSCAPING

PROVIDED:
3372 SF OF INTERIOR LANDSCAPING

SITE DATA

TOTAL SITE AREA 1.664 ACRES OR 72,454 SF
TOTAL SEATING 208 SEATS
BUILDING AREA 5,136 SF
BUILDING HEIGHT 2 FT
BUILDING DENSITY/ F.A.R. 0.071
ZONING PD-40 PLANNED DEVELOPMENT
PROPOSED USE FULL SERVICE RESTAURANT
DOC NO. 20200624000592
SETBACK LINES FRONT: 25 FROM ROW CL, SIDE: 25 FROM ROW CL, REAR: NONE
OPEN SPACE 0.43 ACRES (25.9% OF SITE) OR 15,809 SF
FLOOD INFORMATION
FLOOD ZONE "X" (MINIMAL FLOOD HAZARD) PER FEMA MAP 4820C0430G EFFECTIVE DATE 04/16/2011

PARKING TABLE

TOTAL PARKING REQUIRED • 69 SPACES	
5,136 SF / 75 SF	
HC PARKING REQUIRED 4 SPACES	
TOTAL PARKING PROVIDED 90 SPACES	
HC PARKING PROVIDED 4 SPACES	
• 1 SPACE FOR EVERY 75 SF OF FLOOR AREA	

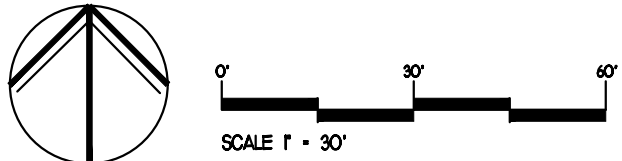
NOTE
STORMWATER MANAGEMENT AND DETENTION IS BEING PROVIDED BY THE OVERALL DEVELOPMENT

- CITY NOTES:**
- ALL DEVELOPMENT STANDARDS SHALL FOLLOW TOWN STANDARDS.
 - LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY THE TOWN OF PROSPER.
 - ALL DEVELOPMENT STANDARDS SHALL FOLLOW FIRE REQUIREMENTS PER THE TOWN OF PROSPER.
 - HANDICAPPED PARKING AREAS AND BUILDING ACCESSIBILITY SHALL CONFORM TO THE AMERICANS WITH DISABILITIES ACT (ADA) AND WITH THE REQUIREMENTS OF THE CURRENT, ADOPTED BUILDING CODE.
 - ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL.
 - IMPACT FEES WILL BE ASSESSED IN ACCORDANCE WITH THE LAND USE CLASSIFICATIONS IDENTIFIED ON THE SITE DATA SUMMARY TABLE, HOWEVER, CHANGES TO THE PROPOSED LAND USE AT THE TIME OF CO AND/OR FINISH-OUT PERMIT MAY RESULT IN ADDITIONAL IMPACT FEES AND/OR PARKING REQUIREMENTS.
 - THE APPROVAL OF OF PRELIMINARY SITE PLAN SHALL BE EFFECTIVE FOR A PERIOD OF TWO (2) YEARS FROM THE DATE THAT THE PRELIMINARY SITE PLAN IS APPROVED BY THE PLANNING & ZONING COMMISSION. AT THE END OF WHICH TIME THE APPLICANT MUST HAVE SUBMITTED AND RECEIVED THE APPROVAL OF A SITE PLAN BY THE PLANNING & ZONING COMMISSION. IF A SITE PLAN IS NOT APPROVED WITHIN SUCH TWO (2) YEAR PERIOD, THE PRELIMINARY SITE PLAN APPROVAL IS NULL AND VOID. IF SITE PLAN APPROVAL IS ONLY FOR A PORTION OF THE PROPERTY, THE APPROVAL OF THE PRELIMINARY SITE PLAN FOR THE REMAINING PROPERTY SHALL BE NULL AND VOID.
 - OPEN SPACE REQUIREMENTS SHALL FOLLOW THE ZONING ORDINANCE, PER TRACT. OPEN SPACE SHALL NOT INCLUDE VEHICULAR PAVING, REQUIRED PARKING LOT LANDSCAPE ISLANDS, BUILDING FOOTPRINT, UTILITY YARDS, REQUIRED LANDSCAPE SETBACKS, SIDEWALKS, AND DETENTION POND.

OPEN SPACE TITLE BLOCK INFO	
SUBDIVISION NAME	US 390 & TEEL PARKWAY
BLOCK & LOT NUMBER	BLOCK A SMITH TRACT 2A 7.2725
ABSTRACT	C. SMITH SURVEY ABSTRACT NO. 1681
TOWN OF PROSPER PROJECT NUMBER	DEVAPP-23-0148
PREPARATION DATE	8/14/2023

PROPERTY ACREAGE SUMMARY (IN ACRES)		SF
TOTAL PARCEL AREA	1.664	74,484
ON-SITE DISTURBED AREA	1.499	65,296
OFF-SITE DISTURBED AREA	0.165	7,187
TOTAL DISTURBED AREA (ON SITE ONLY)	1.769	77,058
IMPERVIOUS AREA (PRE-CONSTRUCTION) (ON SITE ONLY)	0.058	2,526
IMPERVIOUS AREA (POST-CONSTRUCTION) (ON SITE ONLY)	1.232	53,675

TOWN OF PROSPER SITE PLAN



REVISIONS	BY

FREELAND and KAUFFMAN, INC.
Engineers * Landscape Architects
209 West Stone Avenue
Greenville, South Carolina 29609
864-233-5497
fax 864-233-8915

BAR & GRILL RESTAURANT
HIGHWAY 380 & TEEL PARKWAY
PROSPER, TX 75078
BRINKER TEXAS, INC.
3000 OLYMPUS BLVD
DALLAS, TX 75018 TEL: (972) 770-8878

DRAWN
BAC
CHECKED
TBM
DATE
09/18/2023
SCALE

DRAWING
1 OF 1



PLANNING

To: Mayor and Town Council

From: David Hoover, Director of Development Services

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

Re: Planned Development 105 South Coleman Street

Town Council Meeting – November 14, 2023

Strategic Visioning Priority: 2. Development of Downtown as Destination

Agenda Item:

Conduct a public hearing and consider and act upon a request for a Planned Development for an Office/Retail Building on 0.4± acres, for Bryant's First Addition, Block 11, Lots 1, 11 and 12, located on the northeast corner of South Coleman Street and East Third Street. The property is zoned Single Family-15. (ZONE-23-0027)

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	Single Family-15	Residential	Old Town District
North	Commercial	Restaurant	Old Town District
East	Downtown Single Family	Residential	Old Town District
South	Downtown Office	Professional Office	Old Town District
West	Downtown Retail	Mixed Use	Old Town District

Requested Zoning:

The purpose of this request is to rezone the property from Single Family-15 to a Planned Development with a base zoning of Downtown Retail. The intent of the request is to construct a new commercial building with both office and retail uses. The base zoning being set as Downtown Retail allows for both office and retail uses that the applicant is seeking.

History:

The Town Council set a precedent regarding commercial rezoning requests in the Downtown at their meeting on September 26, 2023, when a rezoning request from Single Family-15 to Downtown Retail at 313 North Coleman Street (ZONE-23-0016) was denied without prejudice. The Town Council indicated that it was their desire to see that request and similar requests come before them as Planned Developments instead of straight rezonings.

Uses:

The list of allowed uses within this Planned Development are far less than what is permitted by the Downtown Retail District. In the Downtown Retail District, there are 46 uses permitted by right, 13 uses permitted with conditional standards, and 7 uses permitted with a Specific Use Permit. This Planned Development only allows for 9 uses permitted by right as shown below:

- Administrative/Medical and Professional Office
- Antique Shop and Used Furniture
- Artisan's Workshop
- Beauty Salon/Barber Shop
- Business Service
- Insurance Office
- Museum/Art Gallery
- Retail Stores and Shops
- Retail/Service Incidental Use

Landscaping:

The landscaping requirements within this Planned Development will consist of 5' landscape buffers on each property line.

Architectural Standards:

The architectural standards within this Planned Development are the same as the architectural standards for the Downtown Retail District in the Town's Zoning Ordinance.

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

Attached Documents:

1. Aerial and Zoning Maps
2. Survey
3. Letter of Intent
4. Development Standards
5. Zoning Exhibit

Town Staff Recommendation:

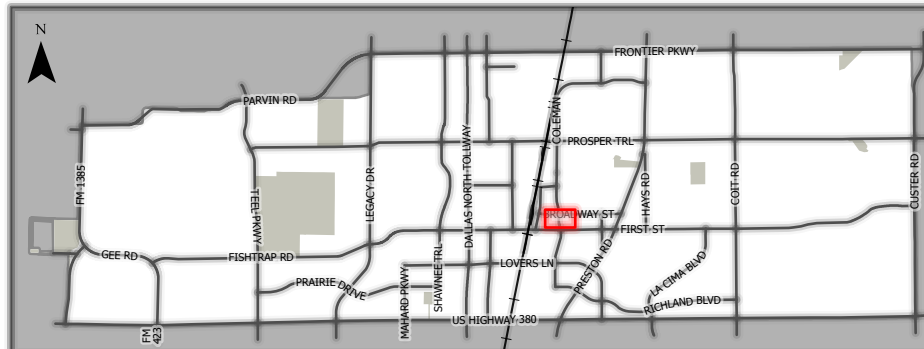
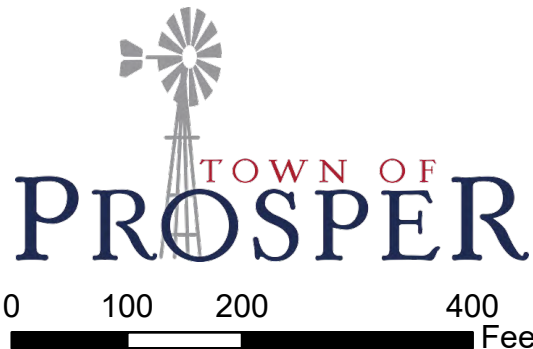
Town Staff recommends approval of the request for a Planned Development for an Office/Retail Building on 0.4± acres, for Bryant's First Addition, Block 11, Lots 1, 11 and 12, located on the northeast corner of South Coleman Street and East Third Street. This zoning change would not be seen as out of character with the existing neighborhood due to surrounding properties having

commercial zoning districts and commercial uses. The coffee shop to the north of the property and the counseling office to the south of the property illuminates that this area is suitable for both office and retail uses. Additionally, the limited number of uses allows the Town to maintain their overall vision for Coleman Street and the Downtown area. The Planning & Zoning Commission unanimously recommended approval at their November 7, 2023, meeting.

Item 28.

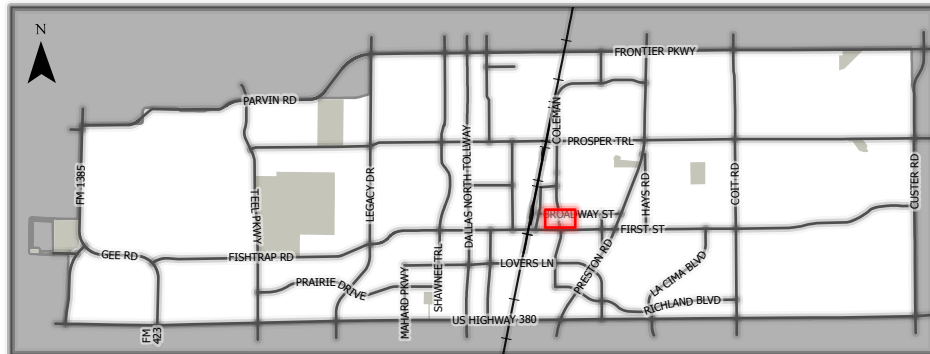
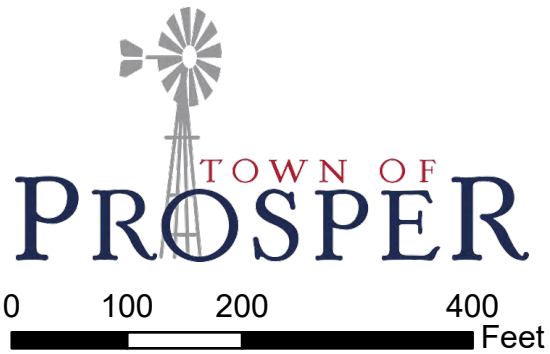
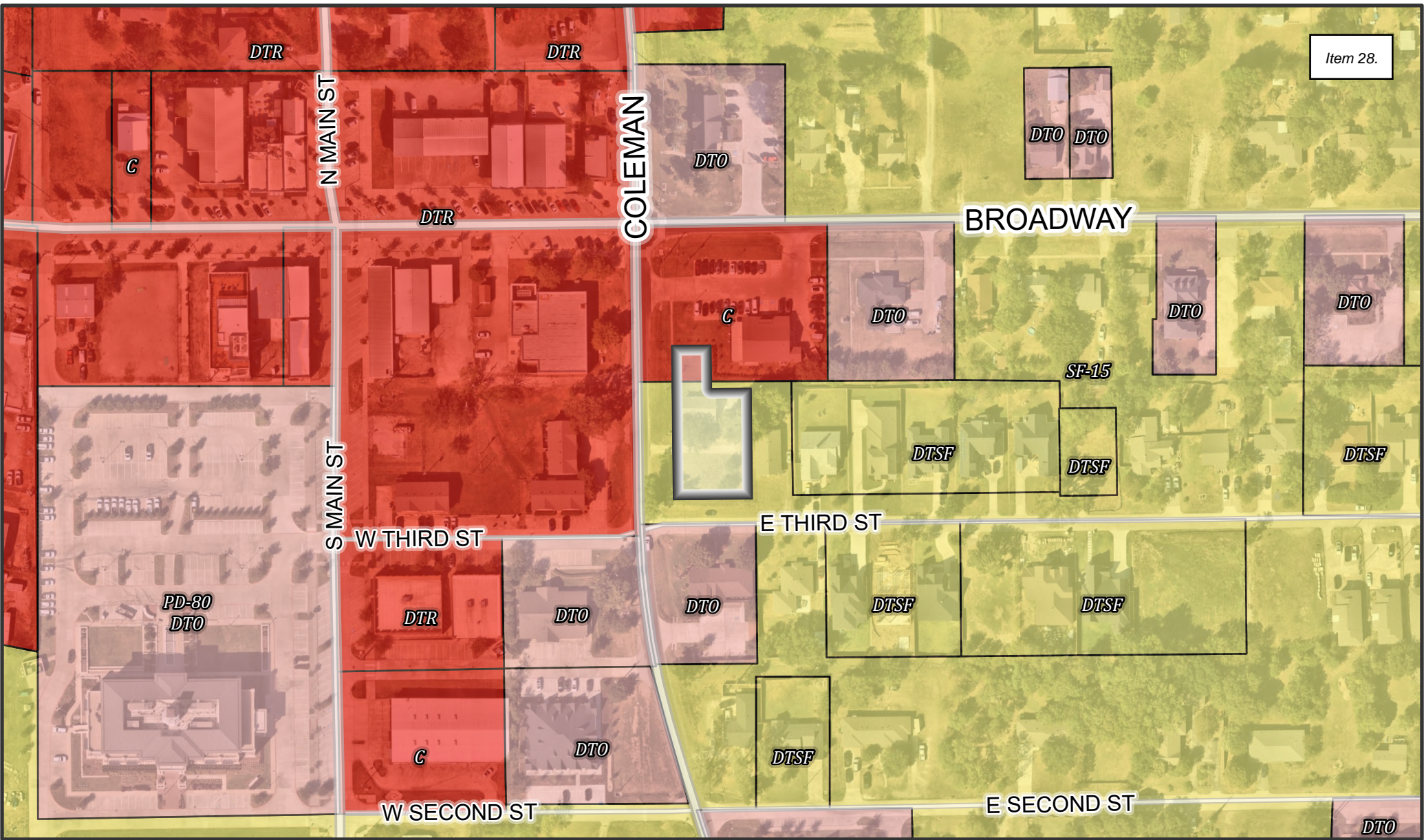
Proposed Motion:

I move to approve/deny the request for a Planned Development for an Office/Retail Building on 0.4± acres, for Bryant's First Addition, Block 11, Lots 1, 11 and 12, located on the northeast corner of South Coleman Street and East Third Street.



ZONE-23-0027

105 S Coleman St



ZONE-23-0027

105 S Coleman St

Planned Development

This map for illustration purposes only

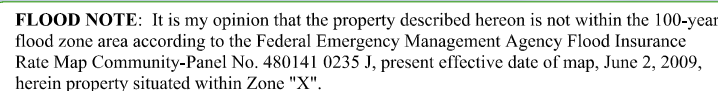
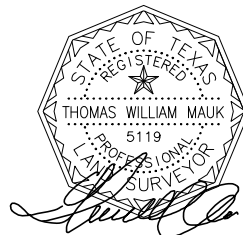


EXHIBIT "B"

PROSPER RE HOLDINGS LLC
Statement of Intent and Purpose

May 2, 2023

To Whom It May Concern,

This letter is to state our intent in regard to 105 S Coleman, Prosper, Texas 75078. Prosper RE Holdings LLC is the owner of the property and this partnership is managed by Michael Bryant and Curtis Klieger. Michael Bryant is the managing partner of Blumka Bryant CPAs LLC and Curtis Klieger is the managing partner of Stonewater Financial Services.

Our intent is to build a commercial building at 105 S Coleman that will house both of our firms. Additionally, we would like to offer rental space for tenants seeking either retail or office space. Our firms will occupy the second floor and the tenants will occupy the first floor. We want to work with the city to determine whether the rental space is best used for office or retail tenants. Being an entry point to Downtown Prosper, we want to build a structure that reflects the exciting development taking place already.

Thanks in advance, we are looking forward to meeting and working with everyone beautifying our home and making it a destination for future residents and businesses.

Sincerely,

Michael Bryant

407-982-0700

michael@blumkabryant.com

2929 N CENTRAL EXPRESSWAY SUITE 270, RICHARDSON, TX 75080

972-437-1918 MICHAEL@BLUMKABRYANT.COM

Exhibit "C"
Development Standards

This tract shall develop under the regulation of the Downtown Retail (DTR) District as outlined in the Town's Zoning Ordinance as it exists or may be amended with the following conditions:

1.0 Permitted Uses

1.1 The permitted land uses within this Planned Development District are as follows:

- Administrative/Medical and Professional Office
- Antique Shop and Used Furniture
- Artisan's Workshop
- Beauty Salon/Barber Shop
- Business Service
- Insurance Office
- Museum/Art Gallery
- Retail Stores and Shops
- Retail/Service Incidental Use

2.0 Landscaping

2.1 The landscaping requirements within this Planned Development District are as follows:

- 5' Landscaping Buffer around the northern, eastern, southern, and western property lines.

3.0 Architectural Standards

3.1 The architectural standards within this Planned Development District are as follows:

- All construction shall have an approved façade plan before issuance of a building permit.
- The primary building material shall be clay fired brick. Natural stones and other masonry materials are encouraged for architectural details and accents.
- Awnings and canopies shall be architectural materials that complement the building such as metal flashing, wood trim, or fabric. Vinyl shall not be permitted.
- Choice of color for the primary façade, various architectural elements, or details shall be compatible with the overall visual qualities existing within the original downtown portion of the town.



PARKING NOTE : 25% REDUCTION PARKING

LEGAL DESCRIPTION FOR TRACT 2:
BEING A 0.040 ACRE TRACT OF LANDS SITUATED IN THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS, AND BEING A PORTION OF LOT 1, BLOCK 11, OF BRYANT'S ADDITION TO PROSPER, AN ADDITION TO THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 116, PAGE 162, OF THE MAP RECORDS OF COLLIN COUNTY, TEXAS (M.R.C.C.T.), AND BEING THAT SAME TRACT OF LAND DESCRIBED BY DEED TO MCGEE FAMILY PARTNERS, LTD., AS RECORDED IN DOCUMENT NO. 20170727000993550, OF THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS,



OWNER:
CURTIS Klieger
OWNER ADDRESS:
7021 ROYAL VIEW DR. MCKINNEY TX 75070



PLANNING

To: Mayor and Town Council

From: David Hoover, Director of Development Services

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

Re: Planned Development 202 South Parvin Street

Town Council Meeting – November 14, 2023

Strategic Visioning Priority: 2. Development of Downtown as Destination

Agenda Item:

Conduct a public hearing and consider and act upon a request for a Planned Development for an Office Building on 0.5± acres, for Bryant's First Addition, Block 22, Lots 7-9, located on the northwest corner of South Parvin Street and East Second Street. The property is zoned Single Family-15. (ZONE-23-0028)

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	Single Family-15	Residential	Old Town District
North	Downtown Office and Specific Use Permit-3	House of Worship	Old Town District
East	Single Family-15	Residential	Old Town District
South	Downtown Office	Recreation Center	Old Town District
West	Planned Development-100	Assisted Living Facility	Old Town District

Requested Zoning:

The purpose of this request is to rezone the property from Single Family-15 to a Planned Development with a base zoning of Downtown Office. The intent of the request is to renovate an existing home into a professional office. The base zoning being set as Downtown Office allows the office uses that the applicant is seeking.

History:

The Town Council set a precedent regarding commercial rezoning requests in the Downtown at their meeting on September 26, 2023, when a rezoning request from Single Family-15 to Downtown Retail at 313 North Coleman Street (ZONE-23-0016) was denied without prejudice. The Town Council indicated that it was their desire to see that request and similar requests come before them as Planned Developments instead of straight rezonings.

Uses:

The list of allowed uses within this Planned Development are far less than what is permitted by the Downtown Office District. In the Downtown Office District, there are 32 uses permitted by right, 5 uses permitted with conditional standards, and 5 uses permitted with a Specific Use Permit. This Planned Development only allows for 3 uses permitted by right as shown below:

- Administrative/Medical and Professional Office
- Business Service
- Insurance Office

Landscaping:

The landscaping requirements within this Planned Development will consist of 5' landscape buffers on each property line.

Architectural Standards:

The architectural standards within this Planned Development are the same as the architectural standards for the Downtown Office District in the Town's Zoning Ordinance.

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

Attached Documents:

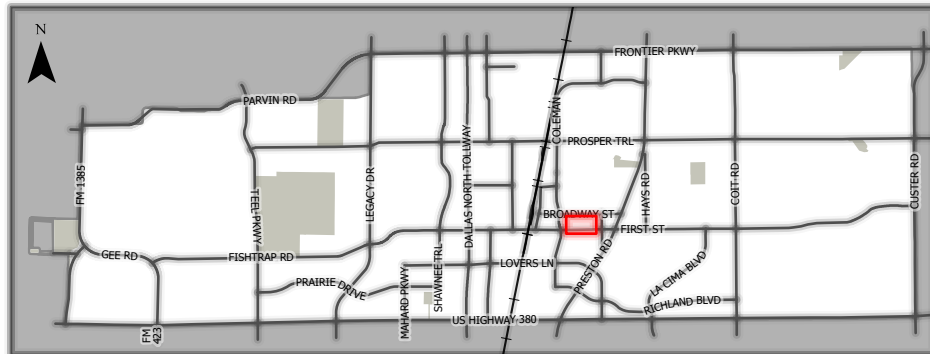
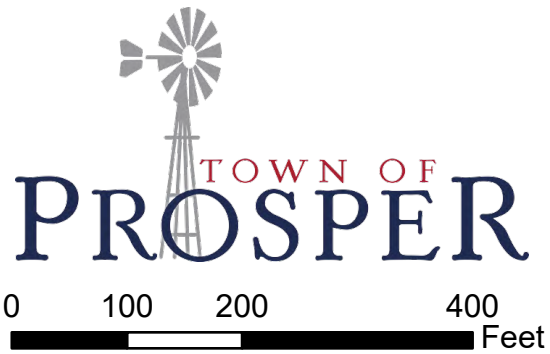
1. Aerial and Zoning Maps
2. Survey
3. Letter of Intent
4. Development Standards
5. Zoning Exhibit
6. Elevations
7. Landscape Plan

Town Staff Recommendation:

Town Staff recommends approval of the request for a Planned Development for an Office Building on 0.5± acres, for Bryant's First Addition, Block 22, Lots 7-9, located on the northwest corner of South Parvin Street and East Second Street. This zoning change would not be seen as out of character with the existing neighborhood due to surrounding properties having similar zoning. The assisted living facility to the west of the property is in a Planned Development with a base zoning of Downtown Office. Additionally, the limited number of uses allows the Town to maintain their overall vision for the Downtown area. The Planning & Zoning Commission unanimously recommended approval at their November 7, 2023, meeting.

Proposed Motion:

I move to approve/deny the request for a Planned Development for an Office Building on 0.5± acres, for Bryant's First Addition, Block 22, Lots 7-9, located on the northwest corner of South Parvin Street and East Second Street.

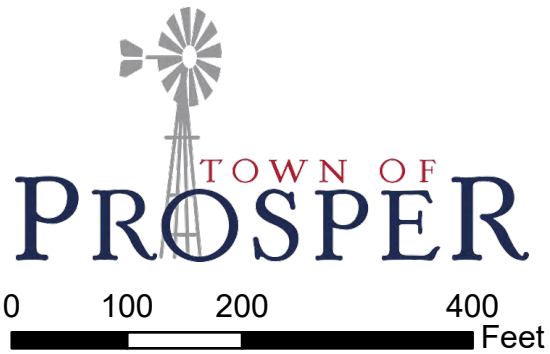
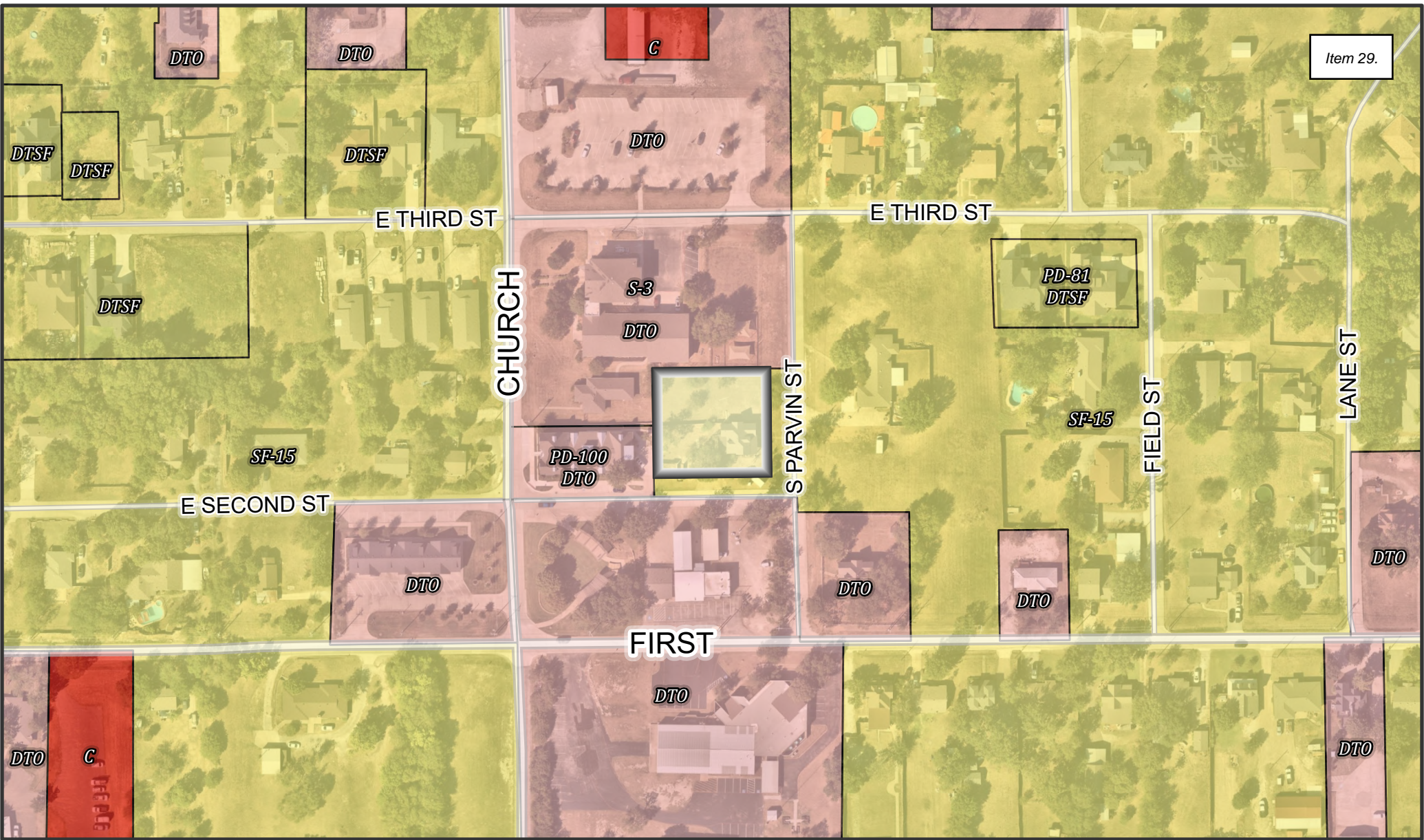


This map for illustration purposes only

ZONE-23-0028

202 S Parvin

Planned Development

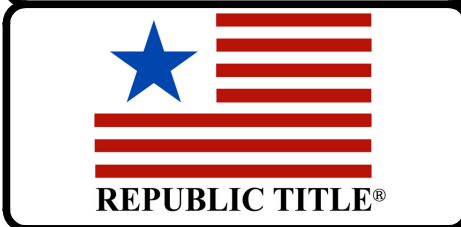


ZONE-23-0028

202 S Parvin

Planned Development

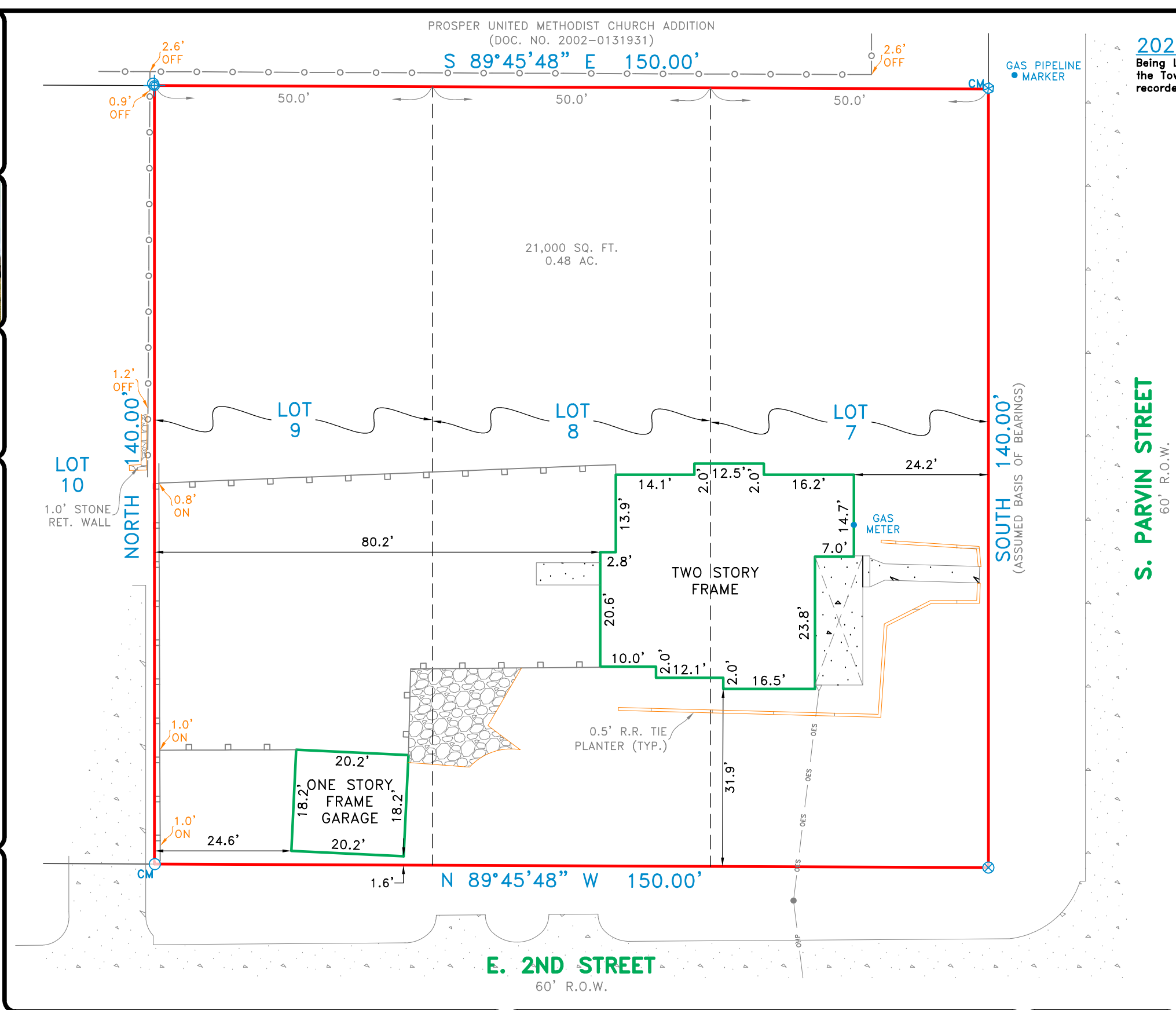
This map for illustration purposes only



LEGEND	
○ 1/2" ROD FOUND	□ FENCE POST FOR CORNER
⊗ 1/2" ROD SET	CM CONTROLLING MONUMENT
○ 1" PIPE FOUND	AC AIR CONDITIONER
⊗ "X" FOUND/SET	PE POOL EQUIPMENT
⊕ POINT FOR CORNER	● POWER POLE
⊗ 5/8" ROD FOUND	△ OVERHEAD ELECTRIC
T TRANSFORMER PAD	— — IRON FENCE
■ COLUMN	—X— BARBED WIRE
▲ UNDERGROUND ELECTRIC	— — EDGE OF ASPHALT
—OHP— OVERHEAD ELECTRIC POWER	— — EDGE OF GRAVEL
—OES— OVERHEAD ELECTRIC SERVICE	— — STONE
— — CHAIN LINK	— — CONCRETE
— — WOOD FENCE 0.5' WIDE TYPICAL	— — COVERED AREA
— — DOUBLE SIDED WOOD FENCE	— — BRICK
— — TILE	— — WOOD DECK

EXCEPTIONS:

NOTE: PROPERTY SUBJECT TO TERMS, CONDITIONS, AND EASEMENTS CONTAINED IN INSTRUMENTS RECORDED IN VOL. 116, PG. 162



202 S. Parvin Street

Being Lots 7, 8 and 9, Block 22, of BRYANTS ADDITION, an Addition to the Town of Prosper, Collin County, Texas, according to the plat thereof recorded in Volume 116, Page 162, Deed Records, Collin County, Texas.

Item 29.

419 Century Plaza Dr., Ste. 210
Houston, TX 77073
P 281.443.9288
F 281.443.9224
Firm No. 10194280
www.cbgtxllc.com

NOTES:
BEARINGS, EASEMENTS AND BUILDING LINES ARE BY RECORDED PLAT UNLESS OTHERWISE NOTED.

FLOOD NOTE: According to the F.I.R.M. No. 48085C0235J, this property does lie in Zone X and DOES NOT lie within the 100 year flood zone.

This survey is made in conjunction with the information provided by Republic Title Company. Use of this survey by any other parties and/or for other purposes shall be at user's own risk and any loss resulting from other use shall not be the responsibility of the undersigned. This is to certify that I have on this date made a careful and accurate survey on the ground of the subject property. The plat hereon is a correct and accurate representation of the property lines and dimensions as indicated; location and type of buildings are as shown; and EXCEPT AS SHOWN, there are no visible and apparent encroachments or protrusions on the ground.

Accepted by: _____
Date: _____

Purchaser _____
Purchaser _____

Drawn By: EGR
Scale: 1" = 20'
Date: 01/30/2023
GF NO.: 1005-376810-RTT
Job No. 2301207

STATE OF TEXAS
REGISTERED
ABEL P. STENDAHL
6754
Page 269
2023. NO. 6754

Letter of Intent

9/1/23

202 S. Parvin Prosper, TX 75078

Owners: Kevin & Jennifer Pittman

Current Zoning: Residential/Future DTO

Proposed Zoning: DTO (Downtown Office)

Description of project:

Owners purchased the historic Bounds/Webb home and intend to restore and repair it for Office use. Kevin Pittman will use the office as the primary location for Ameriprise Financial Planning Business. Keeping the aesthetic and historical components of the project is part of the focus. No square footage will be added or removed.

Property description:

Home was built circa 1912 by Dr. Robert Bounds.

Lot is adjacent to Coptic Christian Church property and Lake Point Assisted Living.

Lot is 21,000 sq ft or .48 acres. Owners are in the process of replating with the intent to sell North parcel.

We are requesting parallel on-street parking to include ADA space.

Business will only access and utilize the 1st floor consisting of 1326 sq ft. The second floor will be restricted to storage/attic only and not accessible. They would like to keep and rope off the historic staircase original to the home for aesthetics only.

Submitted by:

Kevin & Jennifer Pittman

Bob Jameson (Project Representative/General Contractor McKinley Creek Homes)

Exhibit "C"
Development Standards

This tract shall develop under the regulation of the Downtown Office (DTO) District as outlined in the Town's Zoning Ordinance as it exists or may be amended with the following conditions:

1.0 Permitted Uses

1.1 The permitted land uses within this Planned Development District are as follows:

- Administrative/Medical and Professional Office
- Business Service
- Insurance Office

2.0 Landscaping

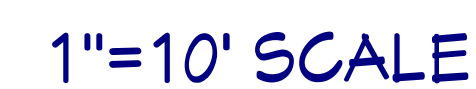
2.1 The landscaping requirements within this Planned Development District are as follows:

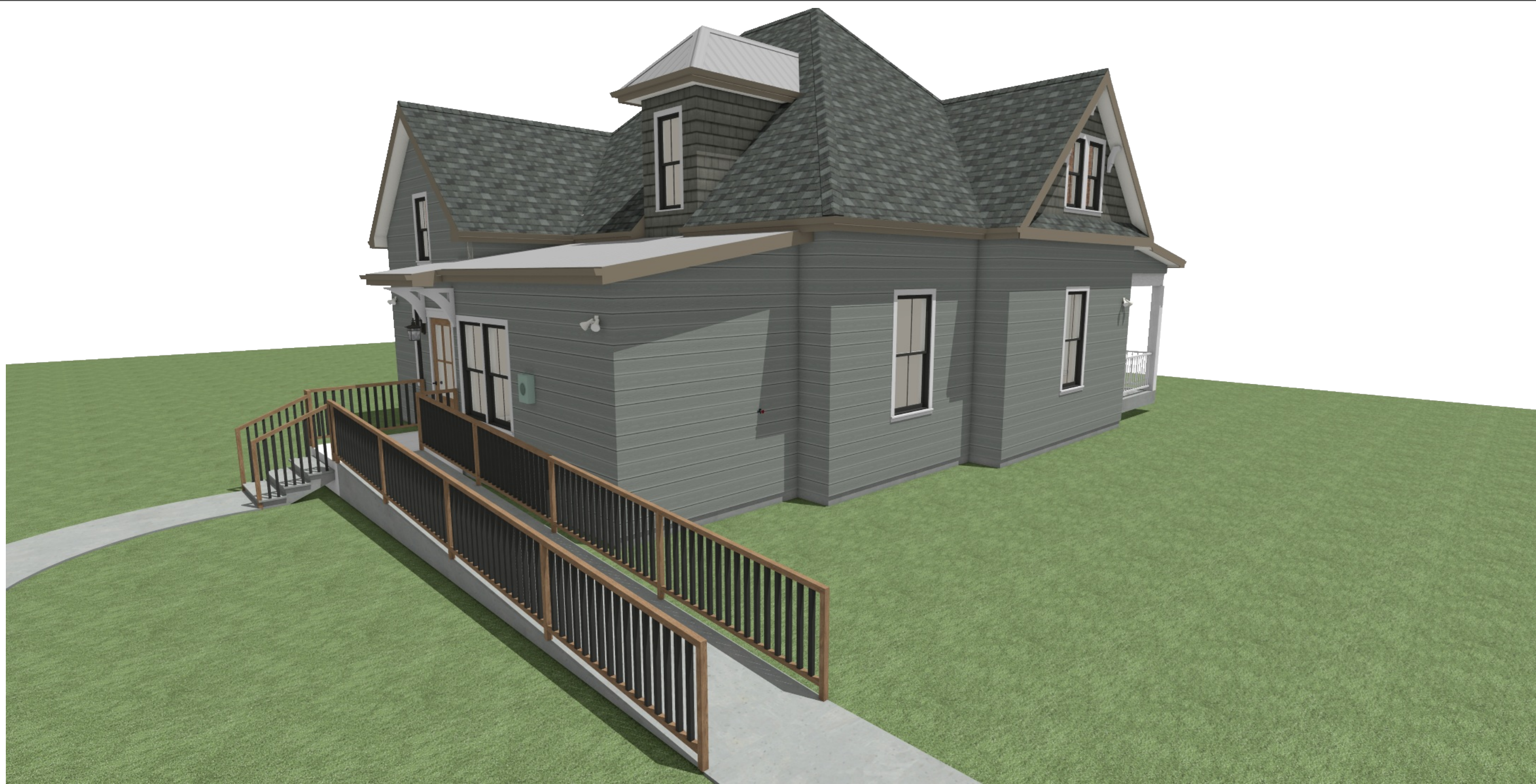
- 5' Landscaping Buffer around the northern, eastern, southern, and western property lines.

3.0 Architectural Standards

3.1 The architectural standards within this Planned Development District are as follows:

- All construction shall have an approved façade plan before issuance of a building permit.
- Structures shall incorporate covered porches into the front façade, a multiplicity of roof forms, and high pitch roof lines. The recommended architectural styles are Folk Traditional, Craftsman, and Victorian.





FRONT-LEFT



BACK-LEFT

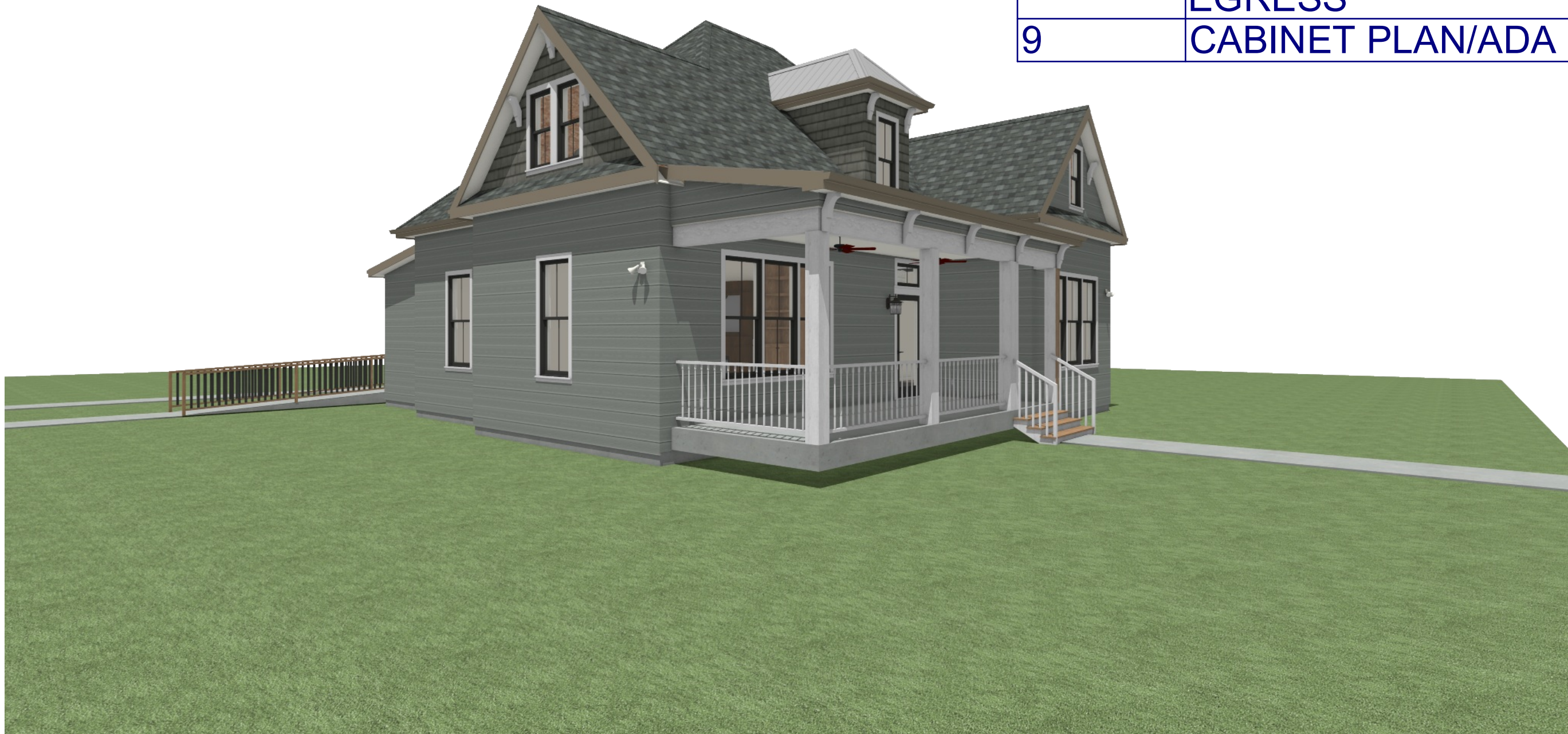
GENERAL NOTES:
THE BUILDER SHALL VERIFY THAT SITE CONDITIONS ARE CONSISTENT WITH THESE PLANS BEFORE STARTING WORK. WORK NOT SPECIFICALLY DETAILED SHALL BE CONSTRUCTED TO THE SAME QUALITY AS SIMILAR WORK THAT IS DETAILED. ALL WORK SHALL BE DONE IN ACCORDANCE WITH INTERNATIONAL BUILDING CODES AND LOCAL CODES.

WRITTEN DIMENSIONS AND SPECIFIC NOTES SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS AND GENERAL NOTES. THE ENGINEER/DESIGNER SHALL BE CONSULTED FOR CLARIFICATION IF SITE CONDITIONS ARE ENCOUNTERED THAT ARE DIFFERENT THAN SHOWN, IF DISCREPANCIES ARE FOUND IN THE PLANS OR NOTES, OR IF A QUESTION ARISES OVER THE INTENT OF THE PLANS OR NOTES. CONTRACTOR SHALL VERIFY AND IS RESPONSIBLE FOR ALL DIMENSIONS (INCLUDING ROUGH OPENINGS).

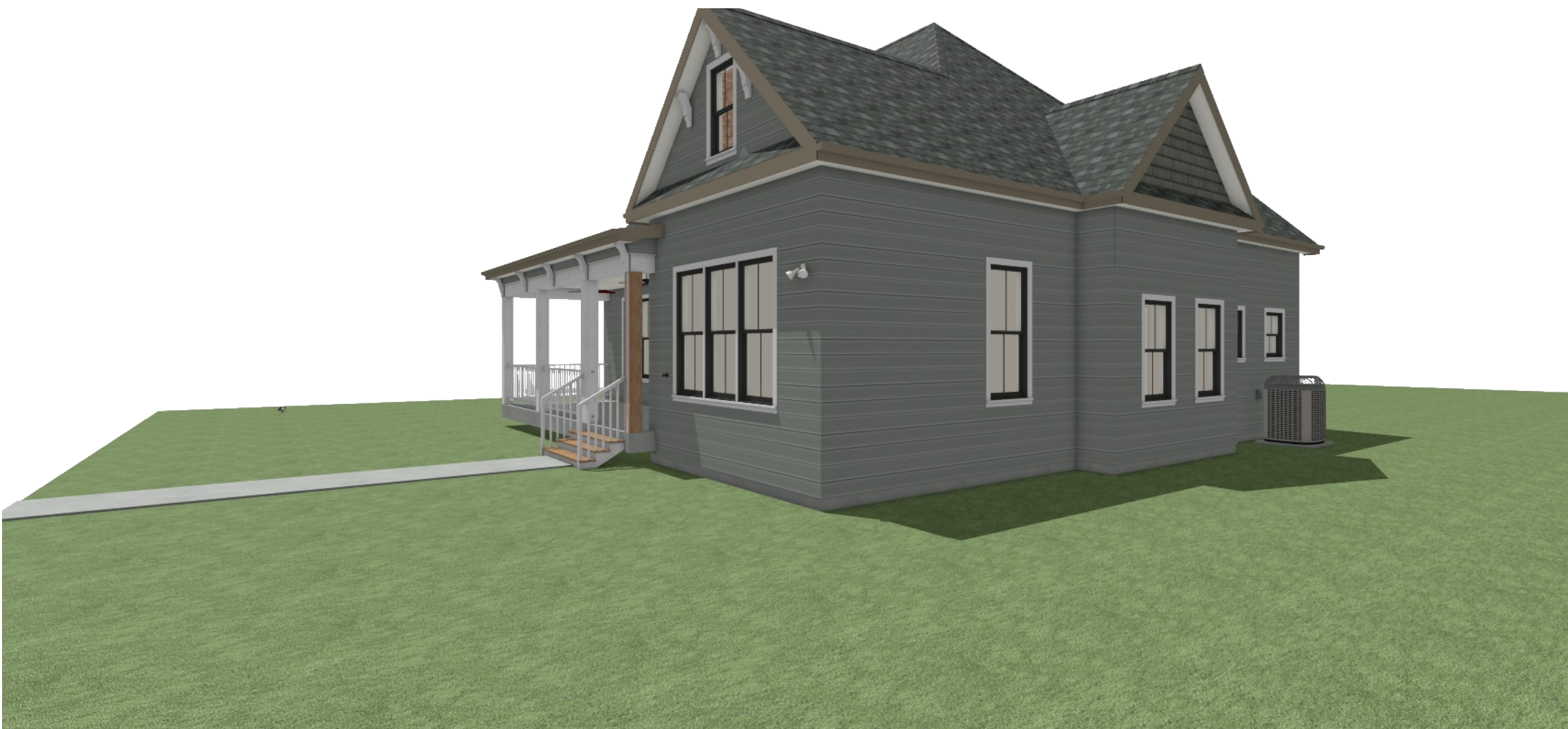
PLEASE SEE ADDITIONAL NOTES CALLED OUT ON OTHER SHEETS.

BUILDING PERFORMANCE:
HEAT LOSS CALCULATIONS SHALL COMPLY WITH THE REQUIREMENTS OF REGIONAL AND LOCAL CODES. SEE CALCULATIONS. PORCHES, DECKS, FOUNDATION, FIREPLACE ENCLOSURES, AND GARAGE AREAS NOT INCLUDED IN LIVING AREA. ALL EXHAUST FANS TO BE VENTED DIRECTLY TO THE EXTERIOR. ALL PENETRATIONS OF THE BUILDING ENVELOPE SHALL BE SEALED WITH CAULK OR FOAM.

Layout Page Table	
Number	Title
1	PROJECT OVERVIEW
2	ELEVATIONS
3	SCHEDULES & STYLE
4	SITE PLAN
5	PLUMBING
6	ROOF PLAN
7	FRAMING PLAN - 1F
8	ELECTRICAL PLAN & FIRE EGRESS
9	CABINET PLAN/ADA



FRONT-RIGHT



BACK-RIGHT

APPLICABLE CODES:	
BUILDING CODE:	2021 INTL BUILDING CODE (IBC)
FIRE CODE:	2021 INTL FIRE CODE
ENERGY CODE:	2021 INTL ENERGY CONSERVATION CODE
PLUMBING CODE:	2021 INTL PLUMBING CODE
MECHANICAL CODE:	2021 INTL MECHANICAL CODE
ELECTRIC CODE:	2021 NATIONAL ELECTRIC CODE
ALL CODES WITH LOCAL AMENDMENTS	

TOTAL 1F CONDITIONED AREA:	1326 SF
FRONT PORCH:	197 SF
BACK PORCH:	36 SF
TOTAL 1F UNDER ROOF:	1734 SF

Revision Table			
Label	Date	Revised By	Description
REV 01	1/12/2021	AJH	INITIAL PLAN DEVELOPMENT
REV 02	3/14/2023	AJH	BID PLAN RELEASE
REV 04	1/21/2023	AJH	VARIOUS UPDATES
REV 05	8/4/2023	AJH	UPDATED PARKING, BUILDING INFO.
REV 06	10/2/2023	AJH	REVISED PARKING/WALKWAYS

-INTERIOR & EXTERIOR 3D MODEL AVAILABLE (AS NEEDED) UPON REQUEST
-2D ELECTRONIC CAD FILE AVAILABLE (.DWG, .DXF) UPON REQUEST
-PLEASE REQUEST EITHER HOMEOWNER OR VIA DESIGNER CONTACT INFO

To the best of my knowledge these plans are drawn to comply with owner's and/ or builder's specifications and any changes made on them after prints are made will be done at the owner's and / or builder's expense and responsibility. The contractor shall verify all dimensions and enclosed drawing. Hamilton Handcrafted/Abide Home Designs is not liable for errors once construction has begun. While every effort has been made in the preparation of this plan to avoid mistakes, the maker can not guarantee against human error. The contractor of the job must check all dimensions and other details prior to construction and be solely responsible thereafter.

BUILDING CONTRACTOR/HOME OWNER TO REVIEW AND VERIFY ALL DIMENSIONS, SPECS, LOCAL CODE/BUILDER REQUIREMENTS & CONNECTIONS BEFORE CONSTRUCTION BEGINS.

MIN. CODE RECOMMENDATIONS:
ELECTRICAL SYSTEM CODE: SEC.2701
MECHANICAL SYSTEM CODE: SEC.2801
PLUMBING SYSTEM CODE: SEC.2901
(CONSULT LOCAL/CITY BUILDING REQUIREMENTS)

REV 05

HOME DESIGNED BY:
AARON HAMILTON
ABIDE HOME DESIGNS
ROYSE CITY, TX / 972-533-0959
AARON@ABIDEHOMEDESIGNS.COM

PROJECT
OVERVIEW

PITTMAN FINANCIAL
PLANNING
202 S. PARVIN ST
PROSPER, TX



DATE:

10/2/2023

SCALE:

1/4"=1'

SHEET:

1

REV 05

HOME DESIGNED BY:
AARON HAMILTON
ABIDE HOME DESIGNS
ROYSE CITY, TX / 972-533-0959
AARON@ABIDEHOMEDESIGNS.COM

ELEVATIONS

PITTMAN FINANCIAL
PLANNING
202 S. PARVIN ST
PROSPER, TX



DATE:

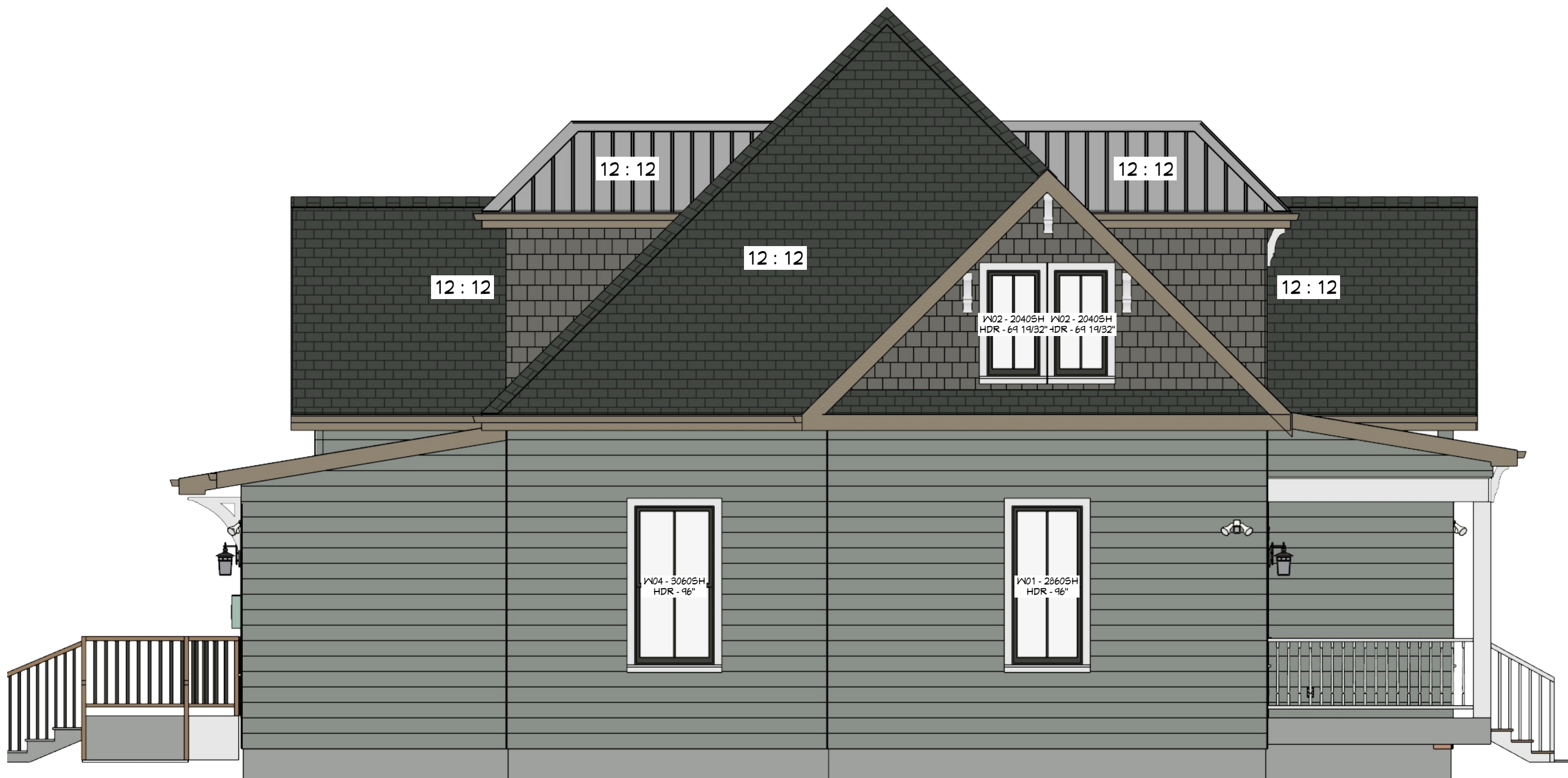
10/2/2023

SCALE:

1/4"=1'

SHEET:

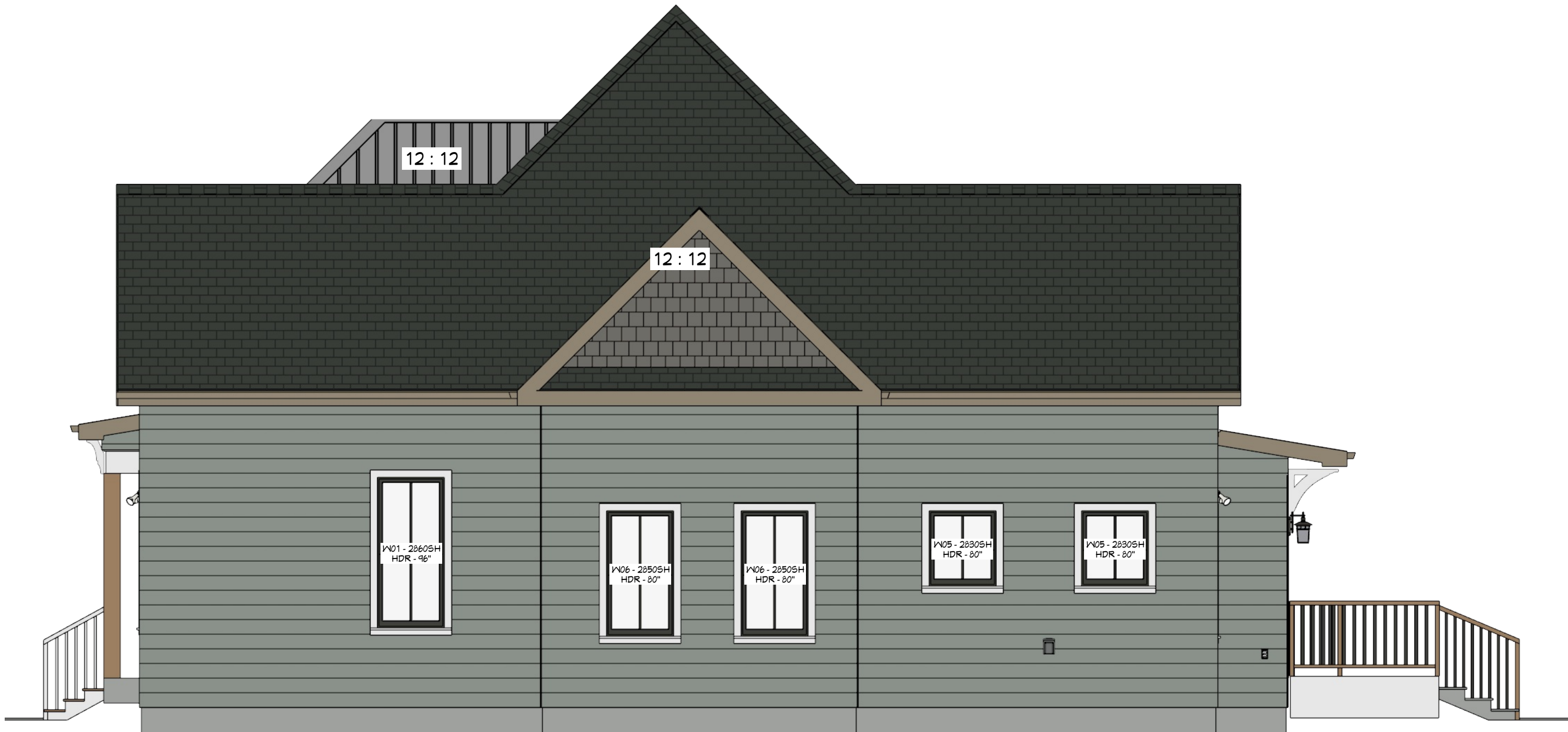
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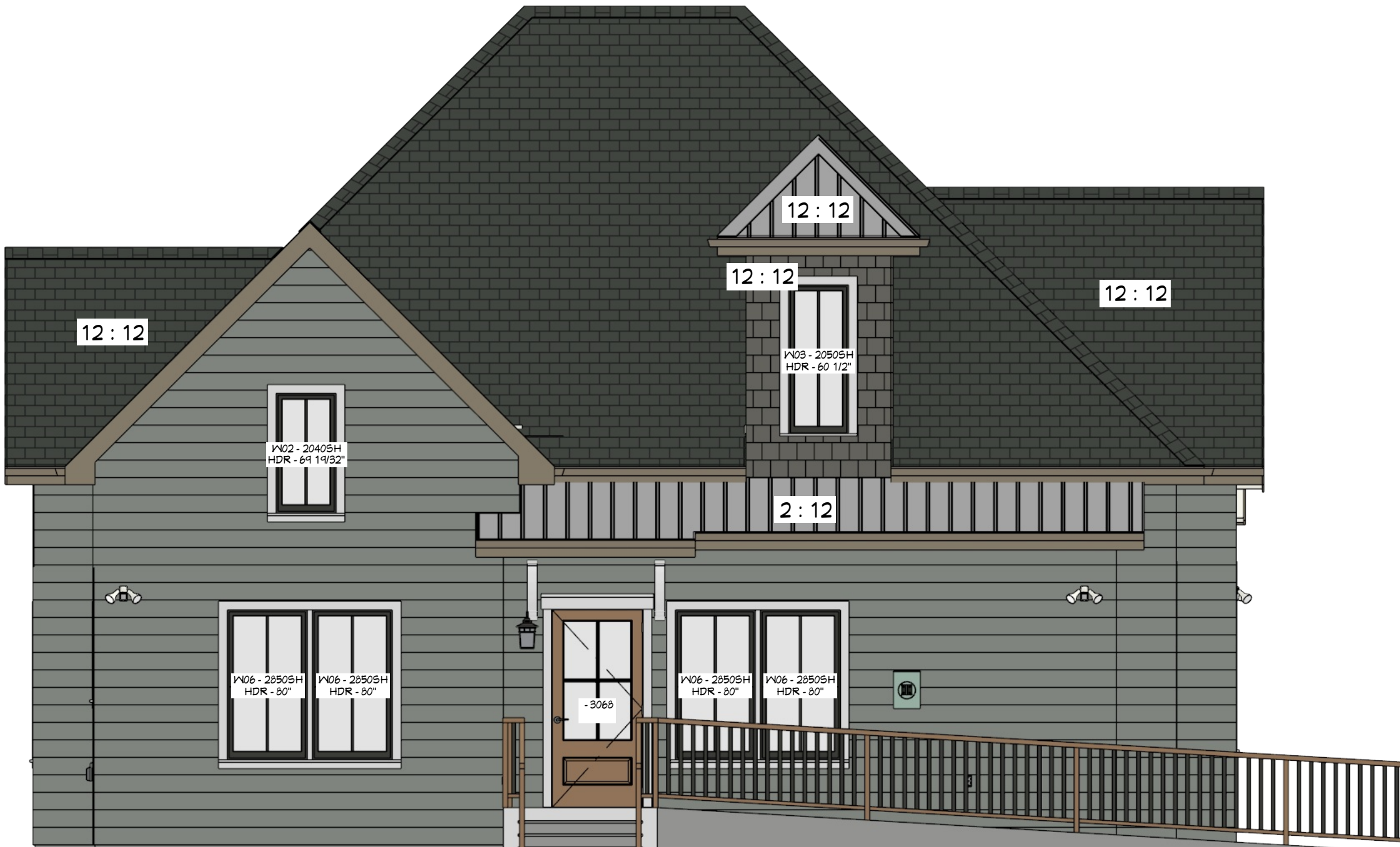
Exterior Elevation Front



Exterior Elevation Right



Exterior Elevation Back









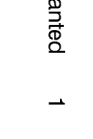


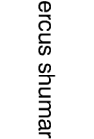

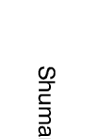
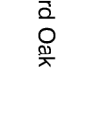




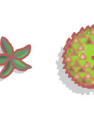
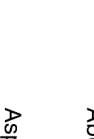

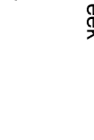
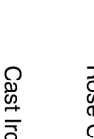

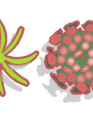



Exterior Elevation Left

EXTERIOR MATERIALS:	
SOFFIT:	HARDI PLANK TRIM AND SOFFIT
SIDING:	HARDI 5.25" LAP SIDING
ACCENT SIDING	HARDI SINGLE, STAGGERED
ROOF:	COMPOSITE SHINGLES (GRAY)
ROOF/AWNINGS:	CFS PANEL (GALVALUME)
PORCH POSTS:	8" WOOD, PAINTED
CORNER BOARD TRIM:	YES
(SEE STYLE SHEET FOR ADDITIONAL INFO.)	

General Notes

PLANT SCHEDULE

TREES	BOTANICAL NAME	COMMON NAME	SIZE	QTY
	Acer rubrum	Red Maple	Transplanted	1
	Celtis baccata	Sugar Hackberry	Existing	1
	Quercus coccinea	Eastern Redbud	Existing	2
	Fraxinus americana	White Ash	Existing	1
	Juniperus virginiana	Eastern Redcedar	30 gal.	3
	Juniperus virginiana 'Taylor'	Taylor Eastern Redcedar	30 gal.	5
	Lagerstroemia indica	Crape Myrtle	Existing	4
	Magnolia grandiflora 'Little Gem'	Little Gem Dwarf Southern Magnolia	30 gal.	7
	Quercus shumardii	Shumard Oak	Existing	1
SHRUBS	BOTANICAL NAME	COMMON NAME	SIZE	QTY
	Abelia x 'Rose Creek'	Rose Creek Abelia	3 gal.	14
	Aspidistra elatior	Cast Iron Plant	1 gal.	37
	Berberis thunbergii 'Pyramidalis'	Pyramidal Barberry	3 gal.	17
	Desfontainia texanum	Texas Scold	Existing	5
	Hesperaloe parviflora	Red Yucca	5 gal.	13
	Leucophyllum frutescens	Texas Sage	5 gal.	13
	Leucophyllum frutescens	Texas Sage	Transplanted	5
	Lonchocarpus longistylus	Winter Honeysuckle	Existing	1
	Malvaviscus arboreus	Giant Turk's Cap	5 gal.	10
	Miscanthus sinensis 'Gracillimus'	Eulalia Grass	5 gal.	15
	Opuntia coccinea 'Elisland'	Spineless Picky Pear	5 gal.	12
	Rosa x 'Medford'	Coral Drift® Groundcover Rose	2 gal.	12
	Rosa x 'Rutledge'	Knuds Qu® Shrub Rose	Transplanted	8
	Salvia greggii	Autumn Sage	3 gal.	6
	Shipa tenuissima	Mexican Feather Grass	1 gal.	63
	Viburnum awabaki 'Chindo'	Chindo Sweet Viburnum	7 gal.	6
SHRUB AREAS	BOTANICAL NAME	COMMON NAME	SIZE	QTY
	Perennial color mix		1 gal.	127
GROUND COVERS	BOTANICAL NAME	COMMON NAME	SIZE	QTY
	Cynodon dactylon	Bermudagrass	sod	5,998 sf



Firm Name and Address

3683 E 14th ST.
PROSPER, TEXAS 75078
940-781-3765

DAVIS DESIGNS

LANDSCAPE DESIGN & CONSULTATION

Project Name and Address
PITTMAN OFFICE
202 PARVIN
PROSPER, TX 75078

Project
LANDSCAPE PLAN

Sheet

Date
10/3/2023

Scale
1/8"=1'-00"



PLANNING

To: Mayor and Town Council

From: David Hoover, Director of Development Services

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

Re: Zoning Amendment Multi-Family

Town Council Meeting – November 14, 2023

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Conduct a public hearing to consider and act upon amending Chapter 2, Section 13 – Multifamily District; Chapter 4, Section 4.3 – Non-residential and multifamily parking provisions; and Chapter 4, Section 8 – Non-Residential & Multifamily Design and Development of the Town of Prosper Zoning Ordinance to modify Multifamily development standards. (ZONE-23-0024)

Description of Agenda Item:

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

A summary of the modifications is as follows:

1. Limits Multifamily developments to the areas designated for this use in the Comprehensive Plan and as identified on the Future Land Use Plan.
2. Requires that Multifamily development can only be approved within a Planned Development.
3. Establishes a minimum density of 40 units per acre.
4. Removes setbacks and lot area requirements, as these can be determined on a case-by-case basis within the Planned Development standards.
5. Requires compliance with the Dallas North Tollway Design Guidelines.
6. Increases the maximum height allowance from three stories and 50 feet to eight stories and 110 feet.
7. Establishes a building configuration for Multifamily structures, requiring a wrap-around configuration with a central garage surrounded by the residential units.
8. Creates a mixed-use opportunity by allowing the first floor of the building to be used for residential or retail uses. A minimum fourteen feet ceiling height for the first floor will accommodate retail uses.

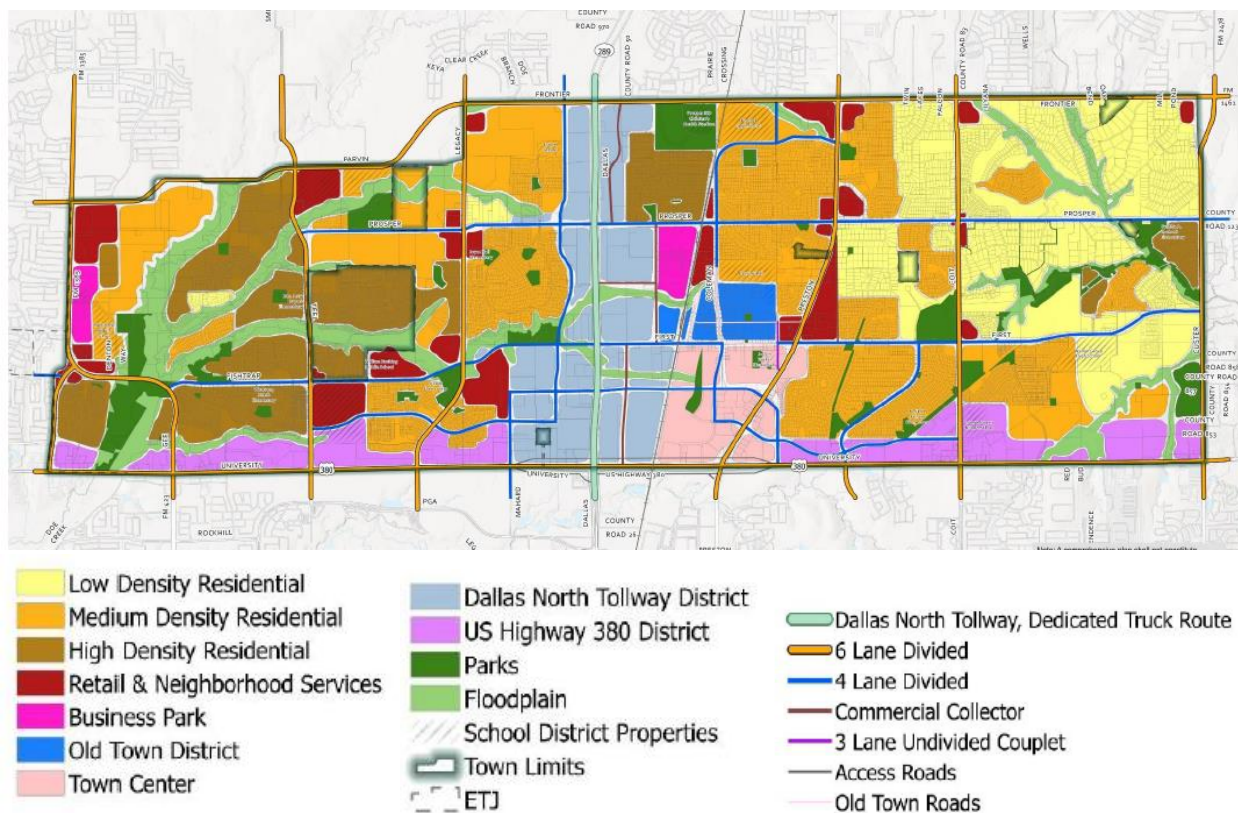
9. Limits the height of the interior garage so that it will not exceed the height of the exterior building, and all associated appurtenances, such as an elevator shaft or mechanical equipment, shall be completely screened.
10. Modifies parking stall dimensions for structured parking garages from 18 feet by 8.5 feet to 20 feet by 9 feet.
11. Modifies Multifamily parking standards to reflect the updated parking garage requirement from individual unit parking garages.
12. Removes Multifamily design and development standards. These criteria will be addressed in Planned Development standards.

Comprehensive Plan:

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

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

Future Land Use Plan Map:



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

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

Item 30.

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

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

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

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

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

Dallas North Tollway District

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

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

Proposed Amendments:

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

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

Proposed Amendments:

- Multifamily structures will have a wrap-around configuration with a central garage surrounded by the residential units.

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

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

Proposed Amendments:

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

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

Proposed Amendment:

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

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

Any new multi-family development product should:

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

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

Proposed Amendments:

- Establishes a minimum density of 40 units per acre. The density can be increased in the Planned Development standards.
- Removes setbacks and lot area requirements, as these can be determined on a case-by-case basis within the Planned Development standards.
- Increases the maximum height allowance from three stories and 50 feet to eight stories and 110 feet.

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

Proposed Amendment:

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

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

Proposed Amendments:

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

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

Budget Impact:

There is no budgetary impact affiliated with this item.

Legal Obligations and Review:

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

Attached Documents:

1. Redlined Text Amendments
2. Proposed Text Amendments

Town Staff Recommendation:

Town Staff recommends the Town Council approve amending Chapter 2, Section 13 – Multifamily District; Chapter 4, Section 4.3 – Non-residential and multifamily parking provisions; and Chapter 4, Section 8 – Non-Residential & Multifamily Design and Development of the Town of Prosper Zoning Ordinance to modify Multifamily development standards. The Planning & Zoning Commission unanimously recommended approval at their November 7, 2023, meeting.

Proposed Motion:

I move to approve amending Chapter 2, Section 13 – Multifamily District; Chapter 4, Section 4.3 – Non-residential and multifamily parking provisions; and Chapter 4, Section 8 – Non-Residential & Multifamily Design and Development of the Town of Prosper Zoning Ordinance to modify Multifamily development standards. (ZONE-23-0024)

Attachment No. 1

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

CHAPTER 2 ZONING DISTRICTS

SECTION 13. MULTIFAMILY DISTRICT

13.1 General purpose and description.

Multifamily Districts shall be limited to the areas designated in the Comprehensive Plan, as identified on the Future Land Use Plan, and must be in a Planned Development District. The Multifamily District will provide for development of high density attached residential dwelling units, ~~not to exceed 15 units per acre~~ built at a minimum 40 units per acre. The standards in this district are intended to promote stable, quality multiple occupancy residential development at high densities. The principal permitted land uses will include apartment complexes ~~and townhomes. Other uses, such as religious and educational facilities, parks, and open spaces will be provided for to maintain a balanced, orderly, convenient, and attractive residential area. This zoning district should be located adjacent to a major thoroughfare and is appropriate in areas designated as high density residential on the Future Land Use Plan. Limited amounts of this district may also be appropriate in areas designated as Tollway Corridor or U.S. 380 Adjacency Corridor on the Future Land Use Plan.~~ Development shall comply with the Dallas North Tollway Design Guidelines, as it exists or may be amended.

13.2 REGULATIONS.

- A. ~~Maximum~~ Minimum Permitted Density: ~~15~~ 40 units per acre.
- B. **Size of Yards:** The size of Front, Side, and Rear Yards shall be determined at the time of development.
- ~~1. **Minimum Front Yard** — 50 feet for one or two story structures.
— One hundred fifty feet for three story structures.~~
 - ~~2. **Minimum Side Yard** — 50 feet for one or two story structures adjacent to property that is either zoned or designated on the Future Land Use Plan for single family or two family uses.
— One hundred fifty feet for three story structures adjacent to property that is either zoned or designated on the Future Land Use Plan for single family or two family uses.
— Thirty feet for one or two story structures adjacent to property that is either zoned or designated on the Future Land Use Plan for multifamily or nonresidential uses.
— One hundred feet for one or two story structures adjacent to property that is either zoned or designated on the Future Land Use Plan for multifamily or nonresidential uses.
— Multiple structures constructed on the same lot shall maintain a minimum separation of 30 feet.~~

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

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

~~1. Minimum Lot Area — One acre.~~

~~2. Minimum Lot Width — 100 feet.~~

~~3. Minimum Lot Depth — 150 feet.~~

D. **Minimum Dwelling Area:**

1. One or two bedroom — 850 square feet.

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

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

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

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

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

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

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

13.3 Permitted uses.

Permitted uses shall be in accordance with the "Schedule of Uses" as outlined in Section 1.3 of Chapter 3.

CHAPTER 4 DEVELOPMENT REQUIREMENTS

* * *

SECTION 4. PARKING, CIRCULATION, AND ACCESS

* * *

4.3 Non-residential and multifamily parking provisions.

* * *

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

* * *

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

SECTION 8. NON-RESIDENTIAL & MULTIFAMILY DESIGN AND DEVELOPMENT

* * *

8.1 Applicability.

The regulations provided in Sections ~~8.2—8.6~~ shall apply to all office, retail, restaurant, service, automobile, and commercial uses. The regulations provided in ~~sections~~ Section 8.7—8.10 8.3 shall apply to all industrial, wholesale, and institutional uses. Where the regulations of this section conflict with other sections of this ordinance, the regulations of this section shall apply.

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

* * *

8.4 Multifamily development standards.

~~A. All exterior facades for a main building or structure, excluding glass windows and doors, in the MF District shall be constructed of 100 percent masonry as defined in Chapter 3, Section 2. The use of stucco and EIFS are only permitted as secondary or accent materials.~~

~~1. The Town Council, after recommendation by the Planning and Zoning Commission, may grant an exception to the foregoing exterior façade and design requirements, based upon consideration of the criteria listed in subpart 2, below.~~

~~2. In considering an exception to the exterior façade requirements, the Planning and Zoning Commission and Town Council may consider whether a proposed alternate material:~~

- ~~a. Is a unique architectural expression;~~
- ~~b. Includes unique building styles and materials;~~
- ~~c. Is consistent with high quality development;~~
- ~~d. Is or would be visually harmonious with existing or proposed nearby buildings;~~
- ~~e. Has obvious merit based upon the quality and durability of the materials; and~~
- ~~f. Represents an exterior building material that is in keeping with the intent of this chapter to balance the abovementioned objectives.~~

~~3. Any exterior façade exception shall be considered in conjunction with a preliminary site plan or site plan application.~~

~~B. The Town Council may approve materials which are equivalent to, or exceed, the standards set forth in herein.~~

~~C. Structure Separation. Multifamily structures on the same parcel shall have the following minimum distance between structures:~~

- ~~1. From main structure to main structure with walls that have openings for doors or windows on facades facing each other.~~
 - ~~a. Face to Face: 50 feet~~
 - ~~b. Face to End: 30 feet~~
 - ~~c. Corner to Face or End: 30 feet~~
 - ~~d. End to End: 30 feet~~

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

- Articulated lintel (i.e. soldier course in brick or material change EIFS or cast stone with minimum one-half inch projection)
- Articulated sill (i.e. soldier course in brick or material change EIFS or cast stone with minimum one-half inch projection)
- Cast stone surrounds on entire window



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



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

Attachment No. 2

A final version of the proposed text amendments.

CHAPTER 2 ZONING DISTRICTS

SECTION 13. MULTIFAMILY DISTRICT

13.1 General purpose and description.

Multifamily Districts shall be limited to the areas designated in the Comprehensive Plan, as identified on the Future Land Use Plan, and must be in a Planned Development District. The Multifamily District will provide for development of high density attached residential dwelling units, built at a minimum 40 units per acre. The standards in this district are intended to promote stable, quality multiple occupancy residential development at high densities. The principal permitted land uses will include apartment complexes. Development shall comply with the Dallas North Tollway Design Guidelines, as it exists or may be amended.

13.2 REGULATIONS.

- C. **Minimum Permitted Density:** 40 units per acre.
- D. **Size of Yards:** The size of Front, Side, and Rear Yards shall be determined at the time of development.
- C. **Size of Lots:** The size of lots shall be determined at the time of development.
- D. **Minimum Dwelling Area:**
 - 1. One or two bedroom — 850 square feet.
 - 2. Additional bedrooms — 150 square feet per additional bedroom.
- E. **Maximum Height:** Eight stories, no greater than 110 feet.
- F. **Lot Coverage:** 45 percent.
- G. **Minimum Usable Open Space:** 30 percent.
- H. **Building Configuration:** Multifamily structures shall have a wrap-around configuration that consists of central garage surrounded by the residential units on the exterior of the building.
- I. **First Floor:** The ceiling height of the first floor shall be a minimum fourteen feet (14') in height. The first floor of the building may be used for residential use or retail uses that are specified in the Planned Development ordinance.
- J. **Garage Height:** The height of the garage shall not exceed the height of the exterior building and all associated appurtenances, such as an elevator shaft or mechanical equipment, shall be completely screened.

13.3 Permitted uses.

Permitted uses shall be in accordance with the "Schedule of Uses" as outlined in Section 1.3 of Chapter 3.

CHAPTER 4 DEVELOPMENT REQUIREMENTS

* * *

SECTION 4. PARKING, CIRCULATION, AND ACCESS

* * *

4.3 Non-residential and multifamily parking provisions.

* * *

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

* * *

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

SECTION 8. NON-RESIDENTIAL & MULTIFAMILY DESIGN AND DEVELOPMENT

* * *

8.1 Applicability.

The regulations provided in Section 8.2 shall apply to all office, retail, restaurant, service, automobile, and commercial uses. The regulations provided in Section 8.3 shall apply to all industrial, wholesale, and institutional uses. Where the regulations of this section conflict with other sections of this ordinance, the regulations of this section shall apply.

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

OFFICE, RETAIL, RESTAURANT, SERVICE, AUTOMOBILE, AND COMMERCIAL DEVELOPMENT STANDARDS

8.2 Exterior appearance of buildings and structures.

* * *

INDUSTRIAL, WHOLESALE, AND INSTITUTIONAL DEVELOPMENT STANDARDS

8.3 Exterior appearance of buildings and structures.

* * *



PLANNING

To: Mayor and Town Council

From: David Hoover, Director of Development Services

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

Re: Zoning Amendment - Dumpster Screening

Town Council Meeting – November 14, 2023

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Conduct a public hearing to consider and act upon amending Chapter 4, Section 5.2 – Location of Required Screening, of the Town of Prosper Zoning Ordinance to modify the screening requirements for trash and recycling collection areas. (ZONE-23-0025)

Description of Agenda Item:

Trash and recycling collection areas are necessary but can be unsightly. Regulations are in place within the Town's Zoning Ordinance to minimize the visibility of the containers. Based on discussions and comments provided by the Town Council, Staff has reviewed the criteria and is recommended additional criteria to minimize the visual impact of the refuse, the containers and the screening walls installed that shield them. Specific height regulations for the screening walls are being removed and replaced with a general requirement that the walls be of sufficient height to screen the container, since container heights may vary or change over time.

The following is a summary of the modifications:

1. Trash and recycling collection areas shall not be located between a building and street unless approved by the Director of Development Services, or his/her designee.
2. The metal gate shall be closed at all times unless the container(s) are being serviced.
3. The height of the screening walls will be of sufficient height to entirely screen the container(s).
4. A row of evergreen shrubs will be provided in a five-foot landscape area around all three walls of the enclosure.
5. The path used from the business door to the collection area enclosure shall remain clear of debris and food residue at all times.

Below are pictures of trash and recycling enclosures taken on a Sunday morning.





Examples of dumpster screening with landscaping around the screening walls:

Item 31.



Examples of dumpster screening without landscaping around the screening walls:



Comprehensive Plan:

Staff finds that the proposed modifications are compliant with the following guiding principle and goal of the Comprehensive Plan:

Guiding Principle: *Quality Development - Maintain the community's small-town feel by ensuring quality development occurs in a cohesive manner, compatible with neighboring developments.*

Goal 4: *Require high-quality and visually attractive characteristics in both residential and nonresidential developments.*

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

Attached Documents:

1. Redlined Text Amendments
2. Proposed Text Amendments

Town Staff Recommendation:

Town Staff recommends the Town Council approve amending Chapter 4, Section 5.2 – Location of Required Screening, of the Town of Prosper Zoning Ordinance to modify the screening requirements for trash and recycling collection areas. The Planning & Zoning Commission unanimously approved at their November 7, 2023, meeting.

Proposed Motion:

I move to approve amending Chapter 4, Section 5.2 – Location of Required Screening, of the Town of Prosper Zoning Ordinance to modify the screening requirements for trash and recycling collection areas.

Attachment No. 1

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

CHAPTER 4 DEVELOPMENT REQUIREMENTS

* * *

SECTION 5. SCREENING FENCES AND WALLS

* * *

5.2 Location of required screening.

* * *

E. Trash and recycling collection area requirements are as follows:

6. Trash and recycling collection areas shall be located to minimize visibility.
7. Trash and recycling collection areas shall not be located between a building and street unless approved by the Director of Development Services, or his/her designee.
8. Collection area enclosures shall contain permanent walls on three sides with the service opening not directly facing any public right-of-way or any residentially zoned property, unless setback a minimum of 250 feet from the right-of-way or residentially zoned property. The fourth side will incorporate a metal gate of a height equal to the height of the wall to visually screen the dumpster or compactor. The metal gate shall be closed at all times unless the container(s) are being serviced.
9. Screening enclosures shall be visually and aesthetically compatible with the overall project.
10. Trash and recycling receptacles shall be screened with a ~~six-foot~~ clay fired brick or stone wall of sufficient height to entirely screen the container(s) and of a color that is consistent with the color of the primary building.
11. Trash compactors shall be screened with ~~an eight-foot~~ a clay fired brick or stone wall of sufficient height to entirely screen the container(s) and of a color that is consistent with the color of the primary building.
12. Enclosure sizes and specifications shall be determined by the ~~town's~~ Town's trash and recycling contractor.
13. A row of Nellie R. Stevens Holly, or other evergreen species as approved by the Director of Development Services, or his/her designee, that is a minimum four feet in (4') height at the time of

planting and has a mature height of a minimum six feet (6'), shall be planted in a minimum five-foot (5') wide landscaped area that borders the three permanent walls of the enclosure. If this required landscape area is located on the perimeter of the property, the perimeter landscape area may be used towards this requirement and will not need to be widened, provided that it is a minimum five feet (5') in width and can accommodate the required plantings.

14. The path used from the business door to the collection area enclosure shall remain clear of debris and food residue at all times.

Attachment No. 2

A final version of the proposed text amendments.

CHAPTER 4 DEVELOPMENT REQUIREMENTS

* * *

SECTION 5. SCREENING FENCES AND WALLS

* * *

5.2 Location of required screening.

* * *

E. Trash and recycling collection area requirements are as follows:

1. Trash and recycling collection areas shall be located to minimize visibility.
2. Trash and recycling collection areas shall not be located between a building and street unless approved by the Director of Development Services, or his/her designee.
3. Collection area enclosures shall contain permanent walls on three sides with the service opening not directly facing any public right-of-way or any residentially zoned property, unless setback a minimum of 250 feet from the right-of-way or residentially zoned property. The fourth side will incorporate a metal gate of a height equal to the height of the wall to visually screen the dumpster or compactor. The metal gate shall be closed at all times unless the container(s) are being serviced.
4. Screening enclosures shall be visually and aesthetically compatible with the overall project.
5. Trash and recycling receptacles shall be screened with a clay fired brick or stone wall of sufficient height to entirely screen the container(s) and of a color that is consistent with the color of the primary building.
6. Trash compactors shall be screened with a clay fired brick or stone wall of sufficient height to entirely screen the container(s) and of a color that is consistent with the color of the primary building.
7. Enclosure sizes and specifications shall be determined by the Town's trash and recycling contractor.
8. A row of Nellie R. Stevens Holly, or other evergreen species as approved by the Director of Development Services, or his/her designee, that is a minimum four feet in (4') height at the time of planting and has a mature height of a minimum six feet (6'), shall be planted in a minimum five-foot (5') wide landscaped area that borders the three permanent walls of the enclosure. If this

required landscape area is located on the perimeter of the property, the perimeter landscape area may be used towards this requirement and will not need to be widened, provided that it is a minimum five feet (5') in width and can accommodate the required plantings.

9. The path used from the business door to the collection area enclosure shall remain clear of debris and food residue at all times.



PLANNING

To: Mayor and Town Council

From: David Hoover, Director of Development Services

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

Re: Zoning Amendment Automotive Sales

Town Council Meeting – November 14, 2023

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Conduct a public hearing to consider and act upon amending Chapter 3, Section 1.4, Subpart 38 – Automobile Sales/Leasing, Used, of the Town of Prosper Zoning Ordinance to provide additional criteria for this use. (ZONE-23-0026)

Description of Agenda Item:

The Town's Zoning Ordinance regulates what types of uses are allowed in each zoning district. Uses can be permitted by right, permitted with conditions or require a Specific Use Permit. The use "Automobile Sales/Leasing, Used" is permitted with conditions in the Commercial, Commercial Corridor, and Industrial zoning districts. The two conditions that apply to this use are as follows:

- a) A Specific Use Permit is required in the Commercial and Commercial Corridor Districts.
- b) The distance requirement from any residential zoning district as established in Section 9.11 of Chapter 4 shall apply.

In accordance with direction from the Town Council, Staff recommend an amendment to add the following criteria that will only allow a used car dealership to operate in conjunction with a new car dealership.

Used vehicle sales are only permitted as an accessory use to new vehicle sales. (Prohibition includes car rental agencies.)

Comprehensive Plan:

Staff finds that the proposed modification is compliant with the following guiding principle and goals of the Comprehensive Plan:

Guiding Principle: *Quality Development - Maintain the community's small-town feel by ensuring quality development occurs in a cohesive manner, compatible with neighboring developments.*

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

One of the takeaways from the Comprehensive Plan Advisory Committee exercises in preparation for creating the Comprehensive Plan was to “restrict uses like auto dealerships where little tax value is generated.”

Goal 4: *Require high-quality and visually attractive characteristics in both residential and nonresidential developments.*

Budget Impact:

There is no budgetary impact affiliated with this item.

Legal Obligations and Review:

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

Attached Documents:

1. Redlined Text Amendments
2. Proposed Text Amendments

Town Staff Recommendation:

Town Staff recommends the Town Council approve amending Chapter 3, Section 1.4, Subpart 38 – Automobile Sales/Leasing, Used, of the Town of Prosper Zoning Ordinance to provide additional criteria for this use. The Planning & Zoning Commission voted to unanimously approve at their November 7, 2023, meeting.

Proposed Motion:

I move to approve amending Chapter 3, Section 1.4, Subpart 38 – Automobile Sales/Leasing, Used, of the Town of Prosper Zoning Ordinance to provide additional criteria for this use.

Attachment No. 1

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

CHAPTER 3 - PERMITTED USES AND DEFINITIONS**SECTION 1. - USE OF LAND AND BUILDINGS**

* * *

1.4 - Conditional development standards.

* * *

38. Automobile Sales/Leasing, Used.
- a) A Specific Use Permit is required in the Commercial and Commercial Corridor Districts.
 - b) The distance requirement from any residential zoning district as established in Section 9.11 of Chapter 4 shall apply.
 - c) Used vehicle sales are only permitted as an accessory use to new vehicle sales. (Prohibition includes car rental agencies.)

Attachment No. 2

A final version of the proposed text amendments.

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

* * *

1.4 Conditional development standards.

* * *

38. Automobile Sales/Leasing, Used.
- a) A Specific Use Permit is required in the Commercial and Commercial Corridor Districts.
 - b) The distance requirement from any residential zoning district as established in Section 9.11 of Chapter 4 shall apply.
 - c) Used vehicle sales are only permitted as an accessory use to new vehicle sales. (Prohibition includes car rental agencies.)



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: Property Acquisition – First Street (DNT - Coleman)

Town Council Meeting – November 14, 2023

Strategic Visioning Priority: 1. Acceleration of Infrastructure

Agenda Item:

Consider and act upon a resolution of the Town Council of the Town of Prosper, Texas, declaring the public necessity to acquire certain properties for right-of-way, and temporary construction easements for the construction of the First Street (DNT - Coleman) project; determining the public use and necessity for such acquisition; authorizing the acquisition of property rights necessary for said Project; appointing an appraiser and negotiator as necessary; authorizing the Town Manager to establish just compensation for the property rights to be acquired; authorizing the Town Manager to take all steps necessary to acquire the needed property rights in compliance with all applicable laws and resolutions; and authorizing the Town Attorney to institute condemnation proceedings to acquire the property if purchase negotiations are not successful.

Description of Agenda Item:

The Town is in the process of developing engineering plans for the construction of the First Street (DNT - Coleman) project. To facilitate the construction of the project, it is necessary for the Town to acquire several parcels of right-of-way, and temporary construction easements. At the July 26, 2022, Town Council Meeting, Council acted on Resolution No. 2022-40 declaring the necessity to acquire certain properties for right-of-way, drainage easements, water easements, and temporary construction easements for the construction of the First Street (DNT - Coleman) project. This item addresses changes encountered during the acquisition process for two (2) of those parcels that have altered the area of real property that needs to be acquired. The two (2) properties are identified in the attached resolution, and the location map included with this agenda item depicts the properties affected. As with other similar road construction projects, it is not anticipated that all parcels will require the use of eminent domain to complete the acquisition process, however, staff is requesting advance authorization to pursue acquisition by eminent domain if standard negotiations are unsuccessful.

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 resolution as to form and legality.

Attached Documents:

1. Resolution
2. Location Map

Town Staff Recommendation:

Town staff recommends that the Town Council approve the attached resolution declaring the public necessity to acquire certain properties for right-of-way, and temporary construction easements for the construction of the First Street (DNT - Coleman) project; determining the public use and necessity for such acquisition; authorizing the acquisition of property rights necessary for said Project; appointing an appraiser and negotiator as necessary; authorizing the Town Manager to establish just compensation for the property rights to be acquired; authorizing the Town Manager to take all steps necessary to acquire the needed property rights in compliance with all applicable laws and resolutions; and authorizing the Town Attorney to institute condemnation proceedings to acquire the property if purchase negotiations are not successful.

Proposed Motion:

I move to approve the attached resolution declaring the public necessity to acquire certain properties for right-of-way, and temporary construction easements, for the construction of the First Street (DNT – Coleman) project with such properties being more particularly described in the attached Resolution; determining the public use and necessity for such acquisition; authorizing the acquisition of property rights necessary for said Project; appointing an appraiser and negotiator as necessary; authorizing the Town Manager to establish just compensation for the property rights to be acquired; authorizing the Town Manager to take all steps necessary to acquire the needed property rights in compliance with all applicable laws and resolutions; and authorizing the Town Attorney to institute condemnation proceedings to acquire the property if purchase negotiations are not successful.

Please note: Pursuant to Section 2206.053(c) of the Texas Government Code, if two (2) or more councilmembers object to adopting this single Resolution for all the properties referenced therein, a separate record vote must be taken for each unit of property.

This item requires a roll call vote.

TOWN OF PROSPER, TEXAS

RESOLUTION NO. 2023-____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, DECLARING THE PUBLIC NECESSITY TO ACQUIRE CERTAIN REAL PROPERTIES FOR RIGHT-OF-WAY, AND TEMPORARY CONSTRUCTION EASEMENTS FOR THE CONSTRUCTION OF THE FIRST STREET (DNT - COLEMAN) PROJECT; DETERMINING THE PUBLIC USE AND NECESSITY FOR SUCH ACQUISITIONS; AUTHORIZING THE ACQUISITION OF PROPERTY RIGHTS NECESSARY FOR SAID PROJECT; APPOINTING AN APPRAISER AND NEGOTIATOR AS NECESSARY; AUTHORIZING THE TOWN MANAGER OF THE TOWN OF PROSPER, TEXAS, TO ESTABLISH JUST COMPENSATION FOR THE PROPERTY RIGHTS TO BE ACQUIRED; AUTHORIZING THE TOWN MANAGER TO TAKE ALL STEPS NECESSARY TO ACQUIRE THE NEEDED PROPERTY RIGHTS IN COMPLIANCE WITH ALL APPLICABLE LAWS AND RESOLUTIONS; AND AUTHORIZING THE TOWN ATTORNEY TO INSTITUTE CONDEMNATION PROCEEDINGS TO ACQUIRE THE PROPERTY IF PURCHASE NEGOTIATIONS ARE NOT SUCCESSFUL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Prosper, Texas (the "Town Council"), has determined that there exists a public necessity to acquire certain property interests for the construction of the First Street (DNT - Coleman) project, the location of which is generally set forth in the exhibits attached to this resolution; and

WHEREAS, the Town Council desires to acquire the property interests (collectively referred to as the "Property"), as more particularly described in the exhibits attached to this Resolution, for this governmental and public use in conjunction with the Town of Prosper's construction of the First Street (DNT - Coleman) project ("Project"); and

WHEREAS, the Town Council desires that the Town Manager, or his designee, take all necessary steps to acquire the Property for the Project including, but not limited to, the retention of appraisers, engineers, and other consultants and experts, and that the Town Attorney, or his designee, negotiate the purchase of the Property for the Project, and if unsuccessful in purchasing the Property for the Project, to institute condemnation proceedings to acquire the Property.

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

SECTION 1

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

SECTION 2

The Town Council hereby finds and determines that a public use and necessity exists for the Town of Prosper, Texas, to acquire the following Property for the Project, as more particularly described in the Exhibits referenced herein:

EXHIBIT DESCRIPTION / INTEREST TO BE ACQUIRED

- 1 (Parcel 13) Approximately 0.079 acres of real property for right-of-way, and 0.028 acres of real property for temporary construction easement, situated generally in the Collin County School Land Survey No. 12, Abstract Number 147, Collin County, Texas and being part of that certain tract of land conveyed by General Warranty Deed, recorded in Instrument Number 20121211001574800 of the Official Public Records of Collin County, Texas
- 2 (Parcel 14) Approximately 0.079 acres of real property for right-of-way, and 0.028 acres of real property for temporary construction easement, situated generally in the Collin County School Land Survey No. 12, Abstract Number 147, Collin County, Texas and being part of that certain tract of land conveyed by Quitclaim Deed, recorded in Instrument Number 94-0014368 of the Official Public Records of Collin County, Texas

SECTION 3

The Town Manager, or his designee, is authorized and directed to negotiate for and to acquire the Property for the Project, for the Town of Prosper, Texas, and to acquire said rights in compliance with State and Federal law. The Town Manager is specifically authorized and directed to do each and every act necessary to acquire the Property for the Project including, but not limited to, the authority to negotiate, give notices, make written offers to purchase, prepare contracts, to retain and designate a qualified appraiser of the property interests to be acquired, as well as any other experts or consultants that he deems necessary for the acquisition process and, if necessary, to institute proceedings in eminent domain.

SECTION 4

The Town Manager, or any individual he may so designate, is appointed as negotiator for the acquisition of the Property for the Project, and, as such, the Town Manager is authorized and directed to do each and every act and deed hereinabove specified or authorized by reference, subject to the availability of funds appropriated by the Town Council for such purpose. The Town Manager is specifically authorized to establish the just compensation for the acquisition of the Property. If the Town Manager or his designee determines that an agreement as to damages or compensation cannot be reached, then the Town Attorney or his designee is hereby authorized and directed to file or cause to be filed, against the owners and interested parties of the needed property interests, proceedings in eminent domain to acquire the Property for the Project.

SECTION 5

This Resolution revises Resolution No. 2022-40 regarding Parcels 13 and 14 in said resolution and supersedes the description of the property interests needed by the Town as stated in Resolution No. 2022-40.

SECTION 6

This Resolution is effective immediately upon its passage.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, BY A VOTE OF ____ TO ____ ON THIS THE 14TH DAY OF NOVEMBER 2023.

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney

EXHIBIT 1

EXHIBIT "A"
Parcel 13
Abe and Tomoko Mansoori
Metes and Bounds Description

Parcel 13-1

Being a 0.079-acre, 3,424 square foot tract of land situated in the Collin County School Land Survey No. 12, Abstract Number 147, Town of Prosper, Collin County, Texas, being part of that certain tract of land conveyed by General Warranty Deed to Abe and Tomoko Mansoori, recorded in Instrument Number 20121211001574800, Official Public Records, Collin County, Texas, and being more particularly described as follows:

COMMENCING at a found 1/2-inch iron rod for the northwest corner of a tract of land to Francisco Ibarra, recorded in Volume 5848, Page 4553, Official Public Records, Collin County, Texas, and being the southwest corner of said Abe and Tomoko Mansoori tract;

THENCE N 00°48'11" E, with west line of said Abe and Tomoko Mansoori tract, a distance of 17.71 feet to set 5/8-inch iron rod with pink plastic cap stamped "GRANTHAM 10127900" and the POINT OF BEGINNING of the herein described tract and having the following coordinates on the Texas Coordinate System of 1983, North Central Zone, NAD83(2011);
X: 2,486,325.30
Y: 7,135,882.32

THENCE N 00°48'11" E, continuing with said west line, a distance of 42.46 feet to a found 1/2-inch iron pipe for the northwest corner of said Abe and Tomoko Mansoori tract;

THENCE N 89°35'26" E, with the north line of said Abe and Tomoko Mansoori tract, a distance of 80.24 feet to a set 1/2-inch iron rod with yellow plastic cap stamped "G&A 10127900" for the northeast corner of said Abe and Tomoko Mansoori tract;

THENCE S 01°10'29" W, with the east line of said Abe and Tomoko Mansoori tract, a distance of 43.06 feet to a set 5/8-inch iron rod with pink plastic cap stamped "GRANTHAM 10127900";

THENCE N 89°58'49" W, leaving said east line and over and across said Abe and Tomoko Mansoori tract, a distance of 79.95 feet to the POINT OF BEGINNING and containing 0.079 acres or 3,424 square feet of land.

Parcel 13-2

Being a 0.028-acre, 1,199 square foot tract of land situated in the Collin County School Land Survey No. 12, Abstract Number 147, Town of Prosper, Collin County, Texas, being part of that certain tract of land conveyed by General Warranty Deed to Abe and Tomoko Mansoori, recorded in Instrument Number 20121211001574800, Official Public Records, Collin County, Texas, and being more particularly described as follows:

COMMENCING at a found 1/2-inch iron rod for the northwest corner of a tract of land to Francisco Ibarra, recorded in Volume 5848, Page 4553, Official Public Records, Collin County, Texas, and being the southwest corner of said Abe and Tomoko Mansoori tract;

EXHIBIT 1 (Continued)

THENCE N 00°48'11" E, with west line of said Abe and Tomoko Mansoori tract, a distance of 2.71 feet to the POINT OF BEGINNING of the herein described tract and having the following coordinates on the Texas Coordinate System of 1983, North Central Zone, NAD83(2011);

X: 2,486,325.09

Y: 7,135,867.32

THENCE N 00°48'11" E, continuing with said west line, a distance of 15.00 feet to a set 5/8-inch iron rod with pink plastic cap stamped "GRANTHAM 10127900" for the southwest corner of Parcel 13-1 described herewith;

THENCE S 89°58'49" E, leaving said west line and with the south line of said Parcel 13-1, a distance of 79.95 feet to a set 5/8-inch iron rod with pink plastic cap stamped "GRANTHAM 10127900" for the southeast corner of said Parcel 13-1, and being in the east line of said Abe and Tomoko Mansoori tract;

THENCE S 01°10'29" W, with said east line, a distance of 15.00 feet;

THENCE N 89°58'49" W, leaving said east line and over and across said Abe and Tomoko Mansoori tract, a distance of 79.85 feet to the POINT OF BEGINNING and containing 0.028 acres or 1,199 square feet of land.

 10-17-23
Blake Sudduth, RPLS, Texas Registration No. 6631
6570 Naaman Forest Blvd., Suite 200, L.B. 2
Garland, Texas 75044
Firm Number. 10127900



Notes:

1. A drawing of even date accompanies this description.
2. All bearings and coordinates herein are on the Texas Coordinate System of 1983, North Central Zone, NAD83(2011). All labeled distances are scaled to the surface using the reciprocal (1.000152710) of the project combined scale factor (0.999847313). The system was established on site using the Allterra Central Trimble RTKNET.
3. All record references are to those of the Collin County Clerk unless otherwise noted.

EXHIBIT 1 (Continued)

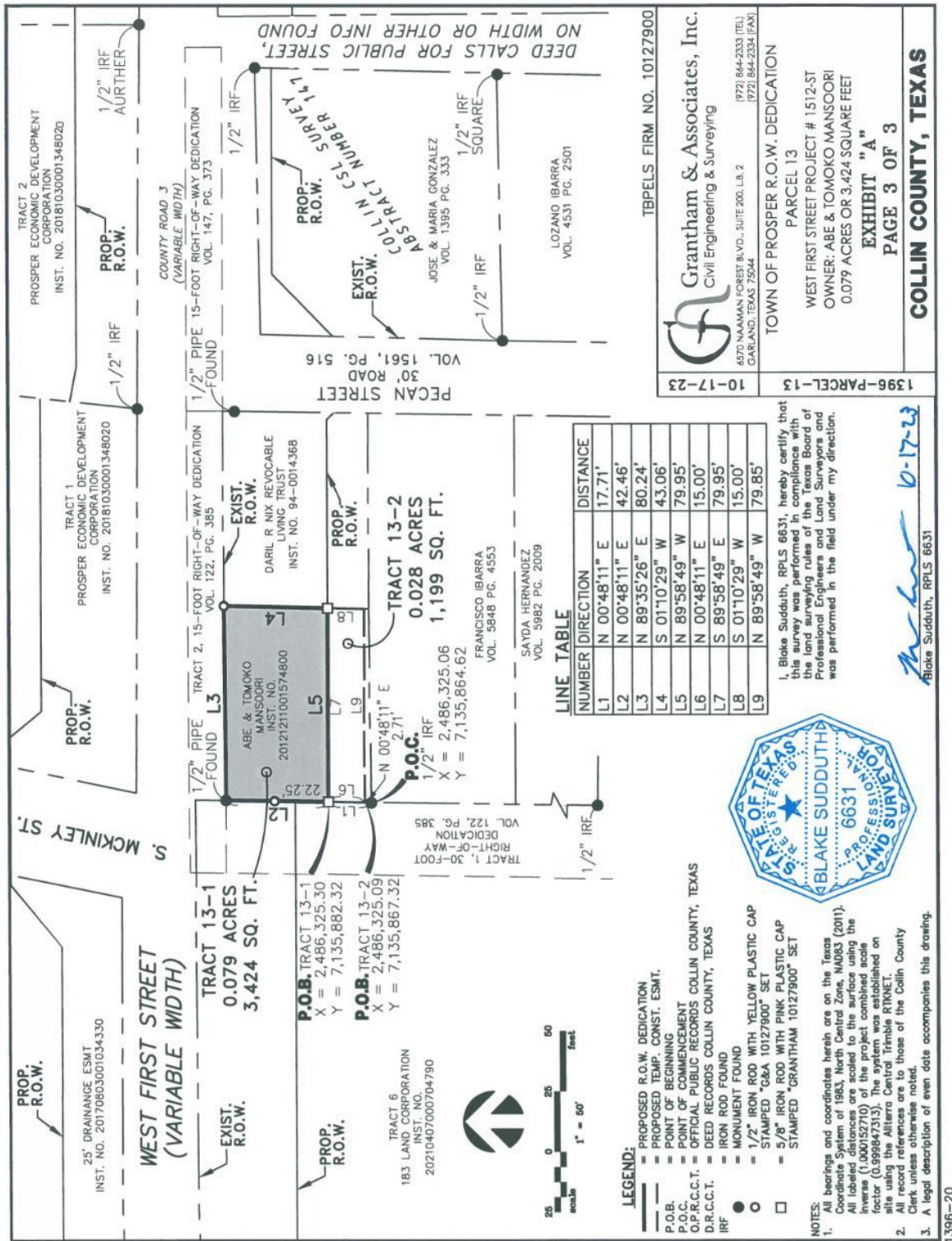


EXHIBIT 2**EXHIBIT "A"****Parcel 14****Daril R. Nix as Trustee of the Daril R. Nix Revocable Living Trust
Metes and Bounds Description****Parcel 14-1**

Being a 0.079-acre, 3,461 square foot tract of land situated in the Collin County School Land Survey No. 12, Abstract Number 147, Town of Prosper, Collin County, Texas, being part of that certain tract of land conveyed by Quitclaim Deed to Daril R. Nix as Trustee of the Daril R. Nix Revocable Living Trust, recorded in Instrument Number 94-0014368, Official Public Records, Collin County, Texas, and being more particularly described as follows:

COMMENCING at a found 1/2-inch iron rod for the northwest corner of a tract of land to Francisco Ibarra, recorded in Volume 5848, Page 4553, Official Public Records, Collin County, Texas, and being the southwest corner of a tract of land to Abe and Tomoko Mansoori, recorded in Instrument Number 20121211001574800, Official Public Records, Collin County, Texas;

THENCE N 00°48'11" E, with west line of said Abe and Tomoko Mansoori tract, a distance of 60.16 feet to a found 1/2-inch iron pipe for the northwest corner of said Abe and Tomoko Mansoori tract;

THENCE N 89°35'26" E, with the north line of said Abe and Tomoko Mansoori tract, a distance of 80.24 feet to a set 1/2-inch iron rod with yellow plastic cap stamped "G&A 10127900" for the northwest corner of said Daril R Nix tract, and being the northeast corner of said Abe and Tomoko Mansoori tract, and the POINT OF BEGINNING of the herein described tract and having the following coordinates on the Texas Coordinate System of 1983, North Central Zone, NAD83(2011);

X: 2,486,406.12

Y: 7,135,925.34

THENCE S 89°54'54" E, with the north line of said Daril R. Nix tract, a distance of 80.24 feet to a set 1/2-inch iron rod with yellow plastic cap stamped "G&A 10127900" for the northeast corner of said Daril R. Nix tract;

THENCE S 00°48'35" W, with the east line of said Daril R. Nix tract, passing at a distance of 4.91 feet a found 1/2-inch iron rod, continuing in all a total distance of 45.72 feet to a set 1/2-inch iron rod with yellow plastic cap stamped "G&A 10127900";

THENCE, leaving said east line and over and across said Daril R. Nix tract the following courses and distances:

N 44°35'07" W, a distance of 3.86 feet to a set 5/8-inch iron rod with pink plastic cap stamped "GRANTHAM 10127900";

N 89°58'49" W, a distance of 77.77 feet to a set 5/8-inch iron rod with pink plastic cap stamped "GRANTHAM 10127900" in the west line of said Daril R. Nix tract, and being in the east line of said Abe and Tomoko Mansoori tract;

THENCE N 01°10'29" E, with said common line, a distance of 43.06 feet to the POINT OF BEGINNING and containing 0.079 acres or 3,461 square feet of land.

EXHIBIT 2 (Continued)

Parcel 14-2

Being a 0.028-acre, 1,205 square foot tract of land situated in the Collin County School Land Survey No. 12, Abstract Number 147, Town of Prosper, Collin County, Texas, being part of that certain tract of land conveyed by Quitclaim Deed to Daril R. Nix as Trustee of the Daril R. Nix Revocable Living Trust, recorded in Instrument Number 94-0014368, Official Public Records, Collin County, Texas, and being more particularly described as follows:

COMMENCING at a found 1/2-inch iron rod for the northwest corner of a tract of land to Francisco Ibarra, recorded in Volume 5848, Page 4553, Official Public Records, Collin County, Texas, and being the southwest corner of a tract of land to Abe and Tomoko Mansoori, recorded in Instrument Number 20121211001574800, Official Public Records, Collin County, Texas;

THENCE N 00°48'11" E, with west line of said Abe and Tomoko Mansoori tract, a distance of 60.16 feet to a found 1/2-inch iron pipe for the northwest corner of said Abe and Tomoko Mansoori tract;

THENCE N 89°35'26" E, with the north line of said Abe and Tomoko Mansoori tract, a distance of 80.24 feet to a set 1/2-inch iron rod with yellow plastic cap stamped "G&A 10127900" for the northwest corner of said Daril R Nix tract, and being the northeast corner of said Abe and Tomoko Mansoori tract;

THENCE S 89°54'54" E, with the north line of said Daril R. Nix tract, a distance of 80.24 feet to a set 1/2-inch iron rod with yellow plastic cap stamped "G&A 10127900" for the northeast corner of said Daril R. Nix tract;

THENCE S 00°48'35" W, with the east line of said Daril R. Nix tract, passing at a distance of 4.91 feet a found 1/2-inch iron rod, continuing in all a total distance of 45.72 feet to a set 1/2-inch iron rod with yellow plastic cap stamped "G&A 10127900", and being the southeast corner of Parcel 14-1 described herewith and the POINT OF BEGINNING of the herein described tract and having the following coordinates on the Texas Coordinate System of 1983, North Central Zone, NAD83(2011);
X: 2,486,485.71
Y: 7,135,879.52

THENCE S 00°48'35" W, continuing with said east line, a distance of 12.25 feet;

THENCE N 89°58'49" W, leaving said east line and over and across said Daril R. Nix tract, a distance of 80.61 feet to a point in the west line of said Daril R. Nix tract, and being in the east line of said Abe and Tomoko Mansoori tract;

THENCE N 01°10'29" E, with said common line, a distance of 15.00 to a set 5/8-inch iron rod with pink plastic cap stamped "GRANTHAM 10127900" for the southwest corner of said Parcel 14-1;

THENCE, leaving said common line and with the south line of said Parcel 14-1 the following courses and distances:

S 89°58'49" E, a distance of 77.77 feet to a set 5/8-inch iron rod with pink plastic cap stamped "GRANTHAM 10127900";

S 44°35'07" E, a distance of 3.86 feet to the POINT OF BEGINNING and containing 0.028 acres or 1,205 square feet of land.

EXHIBIT 2 (Continued)

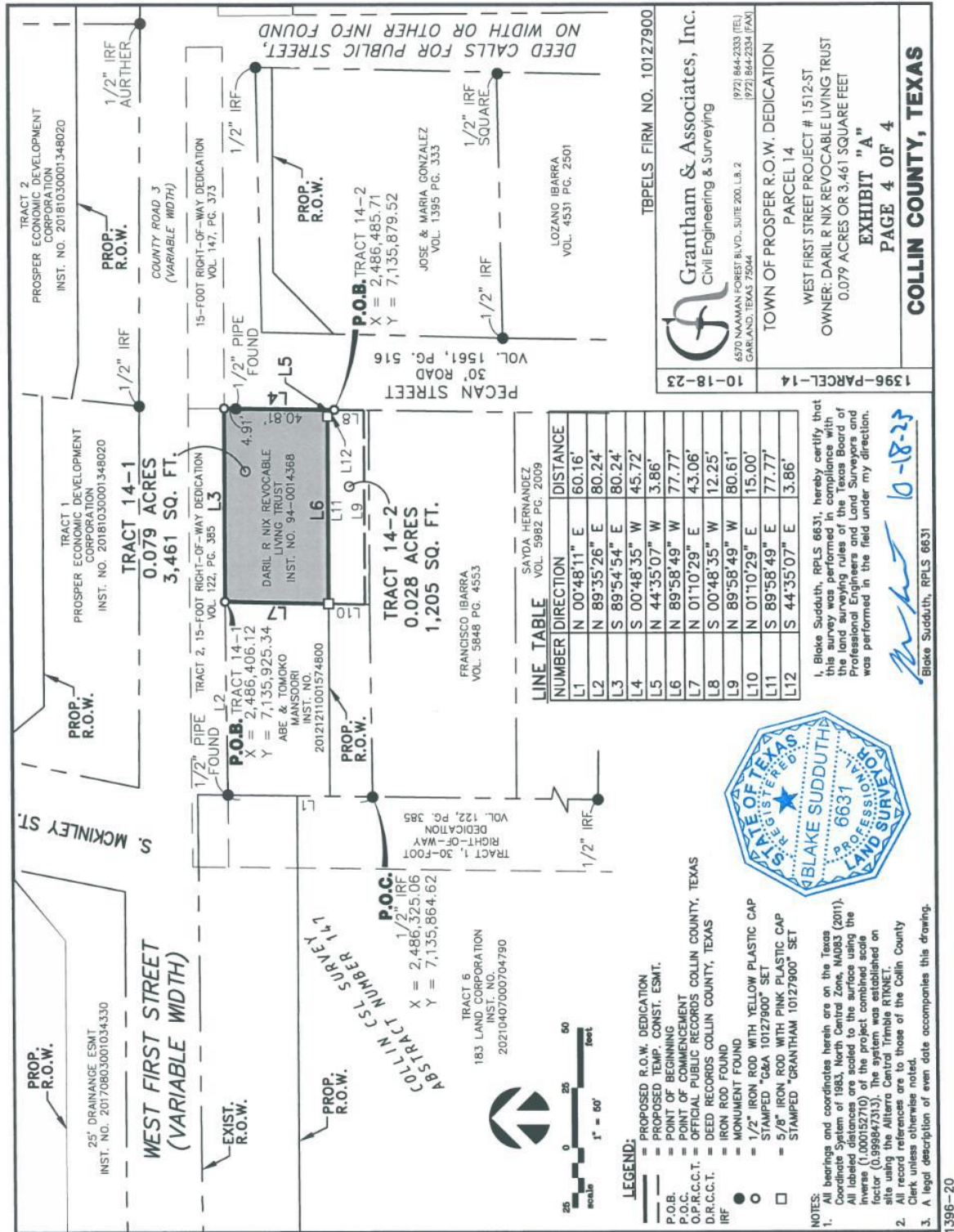
10-18-23

Blake Sudduth, RPLS, Texas Registration No. 6631
6570 Naaman Forest Blvd., Suite 200, L.B. 2
Garland, Texas 75044
Firm Number. 10127900



Notes:

1. A drawing of even date accompanies this description.
2. All bearings and coordinates herein are on the Texas Coordinate System of 1983, North Central Zone, NAD83(2011). All labeled distances are scaled to the surface using the reciprocal (1.000152710) of the project combined scale factor (0.999847313). The system was established on site using the Allterra Central Trimble RTKNET.
3. All record references are to those of the Collin County Clerk unless otherwise noted.

EXHIBIT 2 (Continued)



First Street Right-of-way and Easement Acquisition Location Map



Right-of-way & Easement



PARCEL #	OWNER	Right-of way (Acres)	Easement (Acres)
13	ABE & TOMOKO MANSOORI	0.079	0.028
14	DARIL R NIX REVOCABLE LIVING TRUST	0.079	0.028



ECONOMIC DEVELOPMENT

To: Mayor and Town Council
From: Mary Ann Moon, Economic Development Director
Through: Mario Canizares, Town Manager
Re: EDC Development Strategies

Town Council Meeting – November 14, 2023

Strategic Visioning Priority: 2. Development of Downtown as Destination

Agenda Item:

Discuss development strategies for Economic Development.

Description of Agenda Item:

The PEDC Director will present a brief overview of Economic Development practices. Information will include the 'whys and hows' of successful development strategies.

This item is a continuation from the Town Council Work Session.

Town Staff Recommendation:

This item is for Council discussion and feedback.