



**Agenda**  
**Prosper Town Council Meeting**  
Prosper Town Hall, Council Chambers  
250 W. First Street, Prosper, Texas  
Tuesday, May 14, 2024  
**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](http://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. Recognition of the 2024 Town of Prosper Citizens Academy. (TR)
2. Proclamation recognizing National Police Week and Peace Officers' Memorial Day. (MLS)
3. Proclamation recognizing May 19-25, 2024, as Public Works Week. (MLS)
4. Proclamation recognizing the month of May 2024, as Building Safety Month. (MLS)

### **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.

- [5.](#) Consider and act upon the minutes from the April 30, 2024, Town Council Work Session meeting. (MLS)
- [6.](#) Consider and act upon the minutes from the April 30, 2024, Town Council Regular meeting. (MLS)
- [7.](#) Consider and act upon the minutes from the May 1, 2024, Town Council and Planning and Zoning Commission Joint Work Session. (MLS)
- [8.](#) Consider and act upon the minutes from the May 7, 2024, Town Council Special meeting. (MLS)
- [9.](#) Consider and act upon a resolution designating various individuals as authorized representatives for the Town's LOGIC account. (CL)
- [10.](#) Consider and act upon a resolution approving the Town of Prosper 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. (CL)
- [11.](#) Consider and act upon a resolution authorizing the Town Manager, and/or his/her designee, to apply for the FY 2025 Motor Vehicle Crime Prevention Authority Taskforce Grant Program. (WR)
- [12.](#) Consider and act upon an ordinance dissolving the Prosper Management District No. 1 pursuant to Section 3886.251 of the Texas Special District Local Laws Code. (CE)
- [13.](#) Consider and act upon authorizing the Town Manager to execute documents for an emergency repair of a water supply pump by Global Pump Solutions for \$78,192.00. (CE)
- [14.](#) 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 Preliminary Site Plans and 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:**

- [15.](#) Consider and act upon authorizing the Town Manager to execute an agreement between the Town of Prosper and V&A Landscape and Lawn to provide turfgrass mowing maintenance at various Town-owned locations for an estimated annual amount of \$355,500.00, with the option of four (4) one-year renewals. (DB)
- [16.](#) Consider and act upon authorizing the Town Manager to execute an agreement between the Town of Prosper and V&A Landscape and Lawn to provide median mowing maintenance along Frontier Parkway median locations for an estimated annual amount of \$60,200.00, with the option of four (4) one-year renewals. (DB)
- 17. 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 the purchase, exchange, lease, or value of real property for municipal purposes and all matters incident and related thereto.*

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

*Section 551.071 - To consult with the Town Attorney regarding pending and/or anticipated litigation, 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, May 10, 2024, 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 5.

**Prosper Town Council Work Session**  
Prosper Town Hall – Council Chambers  
250 W. First Street, Prosper, Texas  
Tuesday, April 30, 2024

### **Call to Order/ Roll Call.**

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

#### **Council Members Present:**

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

#### **Council Members Absent:**

Mayor Pro-Tem Craig Andres

#### **Staff Members Present:**

Mario Canizares, Town Manager  
Terry Welch, Town Attorney  
Bob Scott, Deputy Town Manager  
Chuck Ewings, Assistant Town Manager  
Robyn Battle, Executive Director  
David Hoover, Development Services Director  
Suzanne Porter, Planning Manager  
Hulon Webb, Engineering Director  
Chris Landrum, Finance Director  
Leigh Johnson, IT Director  
Scott Brewer, Interim Human Resources Director  
Todd Rice, Communications & Media Relations Manager

### **Items for Individual Consideration**

**1. Discussion to seek direction on items on the Town Council request list. (MC)**

Mr. Canizares briefed the Town Council on the items and is seeking direction and feedback on how to proceed.

The Town Council reviewed and discussed the items and provided direction to staff.

**2. Discussion regarding internal controls and business continuity. (BS)**

Mr. Scott provided a brief overview of how the staff has been addressing internal controls through the review of policies, in-house training, developing department-wide calendars with deadlines and workflow needs, and focusing on succession planning.

**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 the purchase, exchange, lease, or value of real property for municipal purposes and all matters incident and related thereto.*

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

*Section 551.071 – Consultation with the Town Attorney to discuss legal issues associated with any agenda item.*

The Town Council recessed into Executive Session at 5:43 p.m.

**Reconvene into Work Session**

The Town Council reconvened into Regular Session at 5:57 p.m.

**Adjourn.**

The meeting was adjourned at 5:58 p.m.

These minutes were approved on the 14<sup>th</sup> day of May 2024.

**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, April 30, 2024

**Call to Order/ Roll Call.**

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

**Council Members Present:**

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

**Staff Members Present:**

Mario Canizares, Town Manager  
Terry Welch, Town Attorney  
Michelle Lewis Sirianni, Town Secretary  
Bob Scott, Deputy Town Manager  
Chuck Ewings, Assistant Town Manager  
Robyn Battle, Executive Director  
Leslie Scott, Director of Library Services  
Chris Landrum, Finance Director  
Whitney Rehm, Budget Office & Grants Administrator  
Hulon Webb, Director of Engineering Services  
Pete Anaya, Assistant Director of Engineering, CIP  
David Hoover, Development Services Director  
Suzanne Porter, Planning Manager  
Dan Baker, Parks and Recreation Director  
Todd Rice, Communications and Media Relations Manager  
Jessika Hotchkin, Help Desk Technician  
Aidan Daily, Police Crime Analyst  
Doug Kowalski, Police 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:

Registration is now open for the upcoming Prosper Citizens Fire Academy. Join us and dive deeper into the world of your local Fire Department. Classes will run for 10 weeks, every Thursday evening from 6:30 to 9:00 p.m., starting August 1. Space is limited, and registration closes on July 11! Visit [prospertx.gov/citizensfireacademy](http://prospertx.gov/citizensfireacademy) to register and for additional information.

The Town of Prosper is updating our Parks, Recreation, and Open Space Master Plan this year, and we need your input! Your ideas will guide decisions on everything from park development to recreational programming for all ages. The survey will be open through May 19, so don't miss out

on your chance to make a difference. Respondents will be entered for a drawing to win one of several gift cards! It's short, easy, and best of all, your feedback will help shape the future of our community. Visit [prospertx.gov/parksmasterplan](https://prospertx.gov/parksmasterplan) to complete the survey.

Join us in observing the National Day of Prayer on Thursday, May 2. The gathering begins at 11:30 a.m. on the south side of Town Hall with prayer and worship service beginning at noon.

Join us on Friday, May 3 at the Prosper Community Library for an exciting opportunity to dive into the world of Public Works and discover the incredible tools and vehicles they use. Festivities kick off at 10:30 a.m. All ages are welcome.

Join us on Saturday, May 4 for Movie Night featuring the movie Star Wars: The Rise of Skywalker from 6:30 p.m. to 10:30 p.m. The movie will begin at 7:30 p.m. Remember to bring your blanket and chairs. This community event is offered at no charge. For more information, visit the Special Events page under the Parks and Recreation Department or email [events@prospertx.gov](mailto:events@prospertx.gov).

Councilmember Hodges stated Election Day is Saturday, May 4, and encouraged citizens to get out and vote for the PISD.

### **Presentations.**

#### **1. Proclamation recognizing May 2, 2024, as National Day of Prayer. (MLS)**

Mayor Bristol read and presented a Proclamation to Dr. John Herring.

### **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.

- 2. Consider and act upon the minutes from the April 13, 2024, Town Council Work Session meeting. (MLS)**
- 3. Consider and act upon the minutes from the April 16, 2024, Town Council Regular meeting. (MLS)**
- 4. Consider acceptance of the March 2024 monthly financial report. (CL)**
- 5. Receive the Quarterly Investment Report for March 31, 2024. (CL)**
- 6. Consider and act upon Resolution 2024-31 authorizing the Town Manager, and/or his/her designee, to apply for the FY 2024 Motor Vehicle Crime Prevention Authority SB 224 Catalytic Converter Grants Second Solicitation Grant. (WR)**
- 7. Consider and act upon approving an update to the Library Policies. (LS)**
- 8. Consider and act upon authorizing the Town Manager to approve an agreement with URETEK USA for repairs to the northbound lanes of Dallas Parkway from US Highway 380 to First Street for \$603,000.00. (CE)**
- 9. Consider and act upon authorizing the Town Manager to approve an agreement with Green World Care to provide mowing services for certain rights-of-way and public works facilities for \$19,044.00, with the option of four (4) one-year renewals. (CE)**



10. Consider and act upon authorizing the Town Manager to approve a Proposal for Electrical Services between Trinity Lighting and Electrical Services and the Town of Prosper, Texas, to run electrical service to the Main Street tree wells for tree lighting for an amount not to exceed \$128,200.00. (DB)
11. Consider and act upon authorizing the Town Manager to execute Contract Amendment No. 2 to the Professional Engineering Services Agreement, between Freese and Nichols, Inc., and the Town of Prosper, Texas, related to the design of the Lower Pressure Plane (LPP) Pump Station and LPP Water Line Phase 2 project for \$277,950.00. (PA)
12. Consider and act upon approving Change Order No. 2 for CSP No. 2022-05-B, EDA Award No. 08-79-05522 to Archer Western Construction, related to construction services for the Lower Pressure Plane (LPP) Pump Station and Water Line Phase 2 project for \$93,758.99; and authorizing the Town Manager to execute Change Order No. 2 for same. (PA)
13. Consider and act upon authorizing the Town Manager to enter into an agreement with Mels Electric, LLC, related to relocating existing traffic signal conduits at DNT / First Street & Prosper Trail Intersections project for \$173,449.00; and authorizing the Town Manager to execute documents for same. (PA)
14. Consider and act upon a request for a Site Plan a Big Box, Gas Pumps, and a Car Wash on Frontier Retail Center, Block A, Lot 6, on 16.9± acres, located on the south side of Frontier Parkway and 250± feet east of Dallas Parkway. (DEVAPP-23-0182) (DH)
15. Consider and act upon a request for a Façade Plan for a Big Box, Gas Pumps, and a Car Wash on Frontier Retail Center, Block A, Lot 6, on 16.9± acres, located on the south side of Frontier Parkway and 250± feet east of Dallas Parkway. (DEVAPP-23-0180) (DH)
16. Consider and act upon a request for a Façade Plan for Multifamily Buildings and a Leasing Office on Gates of Prosper, Phase 2, Block D, Lot 3, on 16.0± acres, located on the northwest corner of Bravo Way and Richland Boulevard. (DEVAPP-23-0212) (DH)
17. Consider and act upon Ordinance 2024-32 to rezone 0.3± acres from Single Family-15 (SF-15) to Planned Development-127 (PD-127) on Prosper Central Addition, Block 1, Lot 1, located on the northeast corner of Coleman Street and Sixth Street. (ZONE-23-0029) (DH)
18. 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 Preliminary Site Plans and Site Plans. (DH)

Deputy Mayor Pro-Tem Ray requested to pull items 12 and 13.

Mayor Pro-Tem Andres made a motion to approve items 2 through 11, and 14 through 18. Councilmember Cotten seconded the motion. Motion carried unanimously.

Regarding item 12, Deputy Mayor Pro-Tem Ray encouraged trying to plan for such items in advance with engineering plans.

Regarding item 13, Deputy Mayor Pro-Tem Ray questioned if there would have been a way to avoid the relocation since they knew the lights would be there.

Mr. Anaya indicated they continually work with NTTA and coordinate with the Town's projects as best they can.

Deputy Mayor Pro-Tem Ray made a motion to approve items 12 and 13. Councilmember Cotten seconded the motion. Motion carried unanimously.

### **CITIZEN COMMENTS**

No comments were made.

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

Mayor Bristol moved up item 20.

**20. Consider and act upon authorizing the Town Manager to execute a Proposal for Services with 720 Design for the preparation of a Library Master Plan for \$98,375.00. (LS)**

Ms. Scott stated the Master Plan will provide a foundation for future expansion and growth of the Library. An overview of the scope was provided, which includes a needs assessment, information gathering through focus groups, leadership interviews, and an online community survey. The estimated timeframe to complete is six to nine months with completion by December 2024.

Deputy Mayor Pro-Tem Ray made a motion to approve authorizing the Town Manager to execute a Proposal for Services with 720 Design for the preparation of a Library Master Plan for \$98,375.00. Councilmember Cotten seconded the motion. Motion carried unanimously.

**19. Consider and act upon authorizing the Town Manager to execute the First Amendment to the Roadway Construction Reimbursement Agreement between MSW Prosper 380 II, LP, and the Town of Prosper, Texas, related to the construction of roadways within the Town's Tax Increment Reinvestment Zone No. 2 (TIRZ No. 2). (HW)**

Mr. Webb stated since the last Town Council meeting, staff has met with the entity and the agreement has been revised to address the concerns of the Town Council. Mr. Webb stated that revisions include that the developer agrees to pay late penalties of \$1,000.00 per day until the roadways are substantially complete, all improvements referenced in the agreement shall be finally accepted by the Town on or before August 30, 2024, and if not, the developer agrees to late penalties of \$1,000.00 per day until all improvements are accepted by the Town, and any late penalties assessed by the developer shall be deducted from any eligible reimbursements to the developer from the funds of the TIRZ No. 2. Staff is recommending approval.

Councilmember Bartley made a motion to approve authorizing the Town Manager to execute the First Amendment to the Roadway Construction Reimbursement Agreement between MSW Prosper 380 II, LP, and the Town of Prosper, Texas, related to the construction of roadways within the Town's Tax Increment Reinvestment Zone No. 2 (TIRZ No. 2). Councilmember Cotten seconded the motion. Motion carried unanimously.

## 21. Discuss and consider Town Council Subcommittee reports. (DFB)

Finance Subcommittee: Deputy Mayor Pro-Tem Ray stated the committee reviewed the Town's Investment Policy and collateral mechanisms.

CIP Subcommittee: Councilmember Cotten stated they reviewed street projects/improvements, signage for crosswalks, a traffic signal at Gee Road and Acacia, and the design of Coleman. Councilmember Bartley commented on the CIP Park projects, and they discussed the allocating and prioritizing of any contingency funds for items that were excluded from Raymond Community Park.

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

Mayor Bristol requested to have the Economic Development Corporation (EDC) brief the Town Council on their real estate acquisition program that may take the form of a joint session or an agenda item.

### **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 the purchase, exchange, lease, or value of real property for municipal purposes and all matters incident and related thereto.*

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

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

*Section 551.071 - To consult with the Town Attorney regarding legal issues associated with Article 1.09 and Article 8.03 of the Town's Code of Ordinances, and Chapter 214 of the Texas Local Government Code, and all matters incident and related thereto.*

*Section 551.071 - Consultation with the Town Attorney regarding legal issues associated with an ordinance regarding solicitation to motor vehicle occupants, and motor vehicle weight limits, and all matters incident and related thereto.*

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

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

The Town Council reconvened into Regular Session at 8:16 p.m.

Deputy Mayor Pro-Tem Ray made a motion to remove the incumbent in Place 1 of the Prosper Economic Development Corporation and to declare the seat vacant. Councilmember Cotten seconded the motion. Motion carried with a vote of 5-0. Mayor Bristol abstained from the vote and Mayor Pro-Tem Andres was not present during the vote.

**Adjourn.**

The meeting was adjourned at 8:17 p.m.

These minutes were approved on the 14<sup>th</sup> day of May 2024.

**APPROVED:**

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

**ATTEST:**

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

DRAFT



## MINUTES

Item 7.

**Prosper Town Council Work Session**  
Prosper Town Hall – Council Chambers  
250 W. First Street, Prosper, Texas  
Wednesday, May 1, 2024

### **Call to Order/ Roll Call.**

The meeting was called to order at 4:00 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

#### **Planning and Zoning Commission Members Present:**

Chairman Brandon Daniel  
Commissioner Sekou Harris  
Commissioner John Hamilton  
Commissioner Cameron Reeves  
Commissioner Josh Carson  
Commissioner Glen Blanscet

#### **Planning and Zoning Commission Members Absent:**

Commissioner Damon Jackson

#### **Staff Members Present:**

Mario Canizares, Town Manager  
Terry Welch, Town Attorney  
Chuck Ewings, Assistant Town Manager  
David Hoover, Development Services Director  
Suzanne Porter, Planning Manager  
Hulon Webb, Engineering Director  
Leigh Johnson, IT Director  
Mary Ann Moon, EDC Director  
Dakari Hill, Senior Planner

### **Items for Individual Consideration**

- 1. Discussion regarding mixed-use and multi-family developments within the Town of Prosper. (MC)**

Mr. Canizares introduced the item. The P&Z Commission requested a joint work session to discuss and seek direction and feedback from the Town Council.

The Town Council and Planning and Zoning Commission discussed mixed-use developments and components thereof, desired location(s) for multi-family, triggers, quality and standards, permitted uses, and phasing of a development.

**Adjourn.**

The meeting was adjourned at 5:41 p.m.

These minutes were approved on the 14<sup>th</sup> day of May 2024.

**APPROVED:**

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

**ATTEST:**

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

DRAFT



## MINUTES

Item 8.

**Prosper Town Council Special Meeting**  
Prosper Town Hall – Council Chambers  
250 W. First Street, Prosper, Texas  
Tuesday, May 7, 2024

### **Call to Order/ Roll Call.**

The meeting was called to order at 4:46 p.m.

#### **Council Members Present:**

Mayor David F. Bristol  
Councilmember Amy Bartley  
Councilmember Chris Kern  
Councilmember Jeff Hodges  
Councilmember Charles Cotten

#### **Council Members Absent:**

Mayor Pro-Tem Craig Andres  
Deputy Mayor Pro-Tem Marcus E. Ray

#### **Staff Members Present:**

Mario Canizares, Town Manager  
Bob Scott, Deputy Town Manager  
Chuck Ewings, Assistant Town Manager  
Robyn Battle, Executive Director  
David Hoover, Development Services Director  
Suzanne Porter, Planning Manager  
Chris Landrum, Finance Director  
Leigh Johnson, IT Director  
Dan Baker, Parks and Recreation Director  
Leslie Scott, Library Services Director  
Mary Ann Moon, Economic Development Director  
Scott Brewer, Interim Human Resources Director  
Todd Rice, Communications & Media Relations Manager  
Doug Kowalski, Police Chief  
Stuart Blasingame, Fire Chief

### **EXECUTIVE SESSION:**

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

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

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

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

*Section 551.074 – To deliberate the appointment of Mayor Pro-Tem and Deputy Mayor Pro-Tem.*

Section 551.074 – To deliberate the appointments to the Town Council Subcommittees.

The Town Council recessed into Executive Session at 4:47 p.m.

**Reconvene into Work Session**

The Town Council reconvened into Regular Session at 5:06 p.m.

Councilmember Bartley made a motion to appoint to the Town Council Subcommittees as follows:

- Technology/VERF Subcommittee: Craig Andres and Chris Kern.
- Finance Subcommittee: Chris Kern, Marcus Ray, and Mayor Bristol.
- Community Engagement Committee: Marcus Ray, Amy Bartley, and Jeff Hodges.
- Legislative Subcommittee: Mayor Bristol, Craig Andres, and Cameron Reeves.
- Capital Improvements Subcommittee: Amy Bartley, Jeff Hodges, and Cameron Reeves.
- Downtown Advisory Committee: Chris Kern, Marcus Ray, and Cameron Reeves.
- Broadband Subcommittee: Dissolved

In addition, to appoint Councilmember Ray as Mayor Pro-Tem and Councilmember Bartley as Deputy Mayor Pro-Tem.

Councilmember Kern seconded the motion. Motion carried with a 5-0 vote.

**Adjourn.**

The meeting was adjourned at 5:08 p.m.

These minutes were approved on the 14<sup>th</sup> day of May 2024.

**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:** Resolution Designating Various Individuals as Authorized Representatives (CL)

Town Council Meeting – May 14, 2024

### Strategic Visioning Priority: 4. Provide Excellent Municipal Services

#### **Agenda Item:**

Consider and act upon a resolution designating various individuals as authorized representatives for the Town's LOGIC account. (CL)

#### **Description of Agenda Item:**

The Town is currently active with TexSTAR and LOGIC local government investment pools. Both pools are administered by Hilltop Securities and JPMorgan Chase. Due to a system update on the banking side, clients are required to maintain mirrored profiles at TexSTAR and LOGIC. The attached resolution will mirror what is currently in TexSTAR.

#### **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. Prosper Resolution
2. LOGIC Amending Resolution 1
3. LOGIC Amending Resolution 2

#### **Town Staff Recommendation:**

Town staff recommends Town Council approve the resolution designating various individuals as authorized representatives for the Town's LOGIC account.

#### **Proposed Motion:**

I move to approve a resolution designating various individuals as authorized representatives for the Town's LOGIC account.

TOWN OF PROSPER, TEXAS

RESOLUTION NO. 2024-\_\_

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, AUTHORIZING VARIOUS INDIVIDUALS AS SIGNATORIES ON SPECIFIC ACCOUNTS AND CERTAIN INVESTMENT MATTERS; REPEALING RESOLUTION NO. 2023-22, ADOPTED ON OR ABOUT FEBRUARY 28, 2023; AND PROVIDING AN EFFECTIVE DATE.**

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

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

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

**SECTION 1**

Town-approved signatories for current and possible future Independent Bank accounts and those of any other depository of the Town are hereby authorized to include the Town Manager, Deputy Town Manager, Assistant Town Manager, Executive Director, Finance Director and Assistant Finance Director. Presently the incumbents for each position hereby authorized are Mario Canizares, Robert B. Scott, Charles R. Ewings, Robyn D. Battle, John C. Landrum and Ryan Patterson respectively.

**SECTION 2**

The Town-approved signatories authorized to perform wire and ACH transfers include the Town Manager, Deputy Town Manager, Assistant Town Manager, Executive Director, Finance Director and Assistant Finance Director. Presently the incumbents for each position hereby authorized are Mario Canizares, Robert B. Scott, Charles R. Ewings, Robyn D. Battle, John C. Landrum and Ryan Patterson respectively.

**SECTION 3**

The Town-approved signatories authorized to make financial transactions for TexPool, TexSTAR, and LOGIC local government investment pools, to include the Town Manager, Deputy Town Manager, Assistant Town Manager, Executive Director, Finance Director and Assistant Finance Director. Presently the incumbents for each position hereby authorized are Mario Canizares, Robert B. Scott, Charles R. Ewings, Robyn D. Battle, John C. Landrum and Ryan Patterson respectively.

**SECTION 4**

The Town-approved signatories authorized to make financial transactions for current and possible future investment accounts to include the Town Manager, Deputy Town Manager, Assistant Town Manager, Executive Director, Finance Director and Assistant Finance Director. Presently the incumbents for each position hereby authorized are Mario Canizares, Robert B. Scott, Charles R. Ewings, Robyn D. Battle, John C. Landrum and Ryan Patterson respectively.

**SECTION 5**

Resolution No. 2023-22 approved on or about February 28, 2023, is hereby repealed in its entirety.

**SECTION 6**

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

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 14TH DAY OF MAY, 2024.**

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

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

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

**RESOLUTION CHANGING AUTHORIZED REPRESENTATIVES FOR LOCAL GOVERNMENT INVESTMENT COOPERATIVE**

WHEREAS, Town of Prosper, TX

(the "Government Entity") by authority of that certain Local Government Investment Cooperative Resolution \_\_\_\_\_ (the "Resolution") entered into that certain Interlocal Agreement, as amended pursuant to its terms and subsequently designated Participation Agreement and Trust Instrument (the "Agreement") and has become a participant in the public funds investment pool created thereunder known as Local Government Investment Cooperative ("LOGIC");

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

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

NOW, THEREFORE, BE IT RESOLVED:

The following officers, officials or employees of the Government Entity are hereby designated as "Authorized Representatives" within the meaning of the Agreement, with full power and authority to: deposit money to and withdraw money from the Government Entity's LOGIC account or accounts from time to time in accordance with the Agreement and the Information Statement describing the Agreement and to take all other actions deemed necessary or appropriate for the investment of funds of the Government Entity in LOGIC:

- 1. Name: Robert B. Scott Title: Deputy Town Manager  
 Signature: \_\_\_\_\_ Phone: 972-569-1062  
 Email: bscott@prospertx.gov
- 2. Name: Mario Canizares Title: Town Manager  
 Signature: \_\_\_\_\_ Phone: 972-569-1010  
 Email: mcanizares@prospertx.gov
- 3. Name: Robyn D. Battle Title: Executive Director  
 Signature: \_\_\_\_\_ Phone: 972-569-1011  
 Email: rbattle@prospertx.gov
- 4. Name: Charles R. Ewings Title: Assistant Town Manager  
 Signature: \_\_\_\_\_ Phone: 972-569-1163  
 Email: cewings@prospertx.gov

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

Name: bscott@prospertx.gov

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

Name: Lynn Regan Title: Accounting Manager

Signature: \_\_\_\_\_ Phone: 972-569-1109

Email: Lregan@prospertx.gov

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

The foregoing supersedes and replaces the Government Entity’s previous designation of officers, officials or employees of the Government Entity as Authorized Representatives under the Agreement pursuant to paragraph 4 of the Resolution. Except as hereby modified, the Resolution shall remain in full force and effect.

PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Town of Prosper

(NAME OF ENTITY/APPLICANT)

SIGNED BY: \_\_\_\_\_

(Signature of official)

David F. Bristol, Mayor

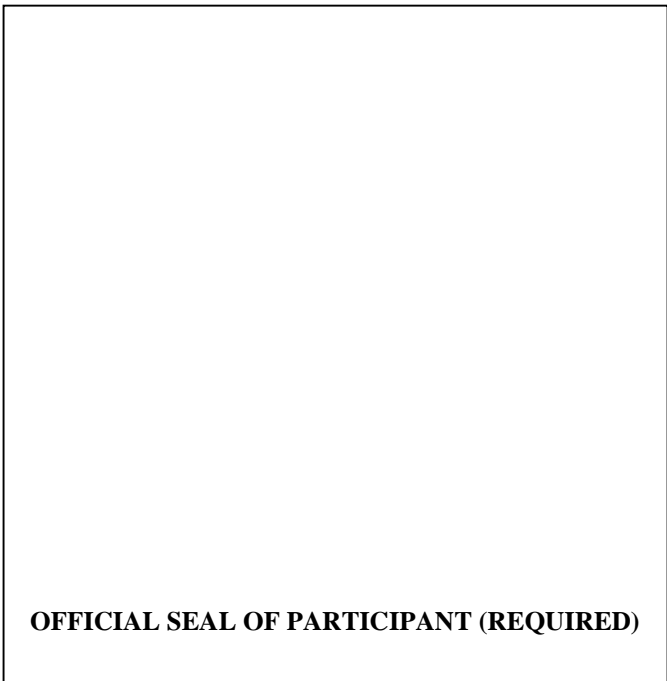
(Printed name and title)

ATTESTED BY: \_\_\_\_\_

(Signature of official)

Michelle Lewis Sirianni, Town Secretary

(Printed name and title)



OFFICIAL SEAL OF PARTICIPANT (REQUIRED)

**RESOLUTION CHANGING AUTHORIZED REPRESENTATIVES FOR LOCAL GOVERNMENT INVESTMENT COOPERATIVE**

WHEREAS, Town of Prosper, TX

(the "Government Entity") by authority of that certain Local Government Investment Cooperative Resolution \_\_\_\_\_ (the "Resolution") entered into that certain Interlocal Agreement, as amended pursuant to its terms and subsequently designated Participation Agreement and Trust Instrument (the "Agreement") and has become a participant in the public funds investment pool created thereunder known as Local Government Investment Cooperative ("LOGIC");

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

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

NOW, THEREFORE, BE IT RESOLVED:

The following officers, officials or employees of the Government Entity are hereby designated as "Authorized Representatives" within the meaning of the Agreement, with full power and authority to: deposit money to and withdraw money from the Government Entity's LOGIC account or accounts from time to time in accordance with the Agreement and the Information Statement describing the Agreement and to take all other actions deemed necessary or appropriate for the investment of funds of the Government Entity in LOGIC:

- 1. Name: John C. Landrum Title: Finance Director  
 Signature: \_\_\_\_\_ Phone: 972-569-1008  
 Email: CLandrum@prospertx.gov
- 2. Name: Ryan Patterson Title: Assistant Finance Director  
 Signature: \_\_\_\_\_ Phone: 972-569-1119  
 Email: rpatterson@prospertx.gov
- 3. Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Signature: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_
- 4. Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Signature: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_

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

Name: bscott@prospertx.gov

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

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

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

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

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

The foregoing supersedes and replaces the Government Entity’s previous designation of officers, officials or employees of the Government Entity as Authorized Representatives under the Agreement pursuant to paragraph 4 of the Resolution. Except as hereby modified, the Resolution shall remain in full force and effect.

PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

### Town of Prosper

(NAME OF ENTITY/APPLICANT)

SIGNED BY: \_\_\_\_\_

(Signature of official)

**David F. Bristol, Mayor**

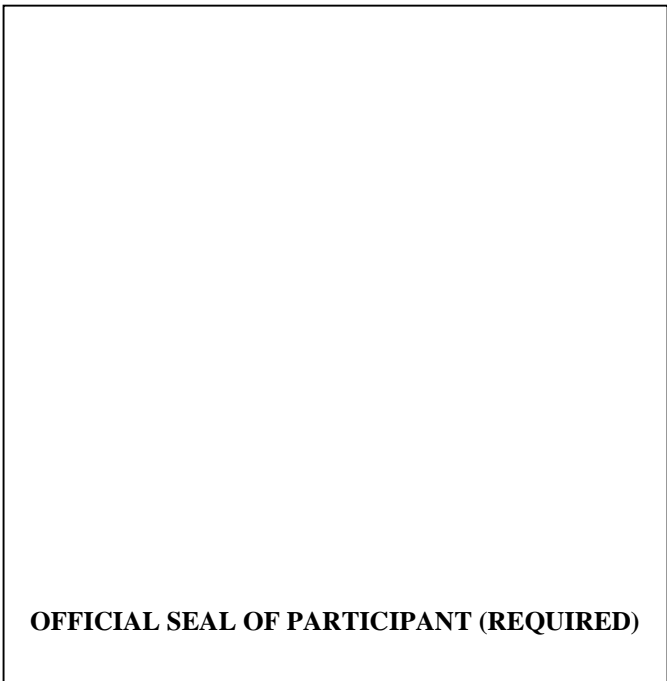
(Printed name and title)

ATTESTED BY: \_\_\_\_\_

(Signature of official)

Michelle Lewis Sirianni, Town Secretary

(Printed name and title)



OFFICIAL SEAL OF PARTICIPANT (REQUIRED)



## FINANCE

**To: Mayor and Town Council**

**From: Chris Landrum, Finance Director**

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

**Re: Resolution Town Investment Policy**

**Town Council Meeting – May 14, 2024**

**Strategic Visioning Priority: 4. Provide Excellent Municipal Services**

### **Agenda Item:**

Consider and act upon a resolution approving the Town of Prosper 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.

### **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 November 2023. The proposed policy will streamline and clarify the investment policy and strategy for the Town. The most notable change to the policy in the current period is to separate the Town and PEDC policies. Other notable changes include adding an internal controls section, setting maximum maturity at 3 years, maximum WAM at two years, adding the need for cash flow forecasting as a basis for decision-making, and broker/dealer requirements. Due to the restructuring and reformatting of the policy, we have included a summary of the policy changes as an additional attachment. The attached redline version highlights all 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.

### **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 for Investment Policy
2. Investment Policy redline version
3. Investment Policy clean version
4. Summary of Investment Policy updates

**Town Staff Recommendation:**

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

**Proposed Motion:**

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

TOWN OF PROSPER, TEXAS

RESOLUTION NO. 2024-34

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, REVIEWING, UPDATING AND ADOPTING THE TOWN OF PROSPER 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 Investment Policy and Investment Strategy and adopts the Investment Policy dated May 14, 2024, with changes incorporated and recorded, 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 14<sup>th</sup> DAY OF MAY 2024.**

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

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**Terrence S. Welch, Town Attorney**

Exhibit "A"

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**TOWN OF PROSPER, TEXAS**

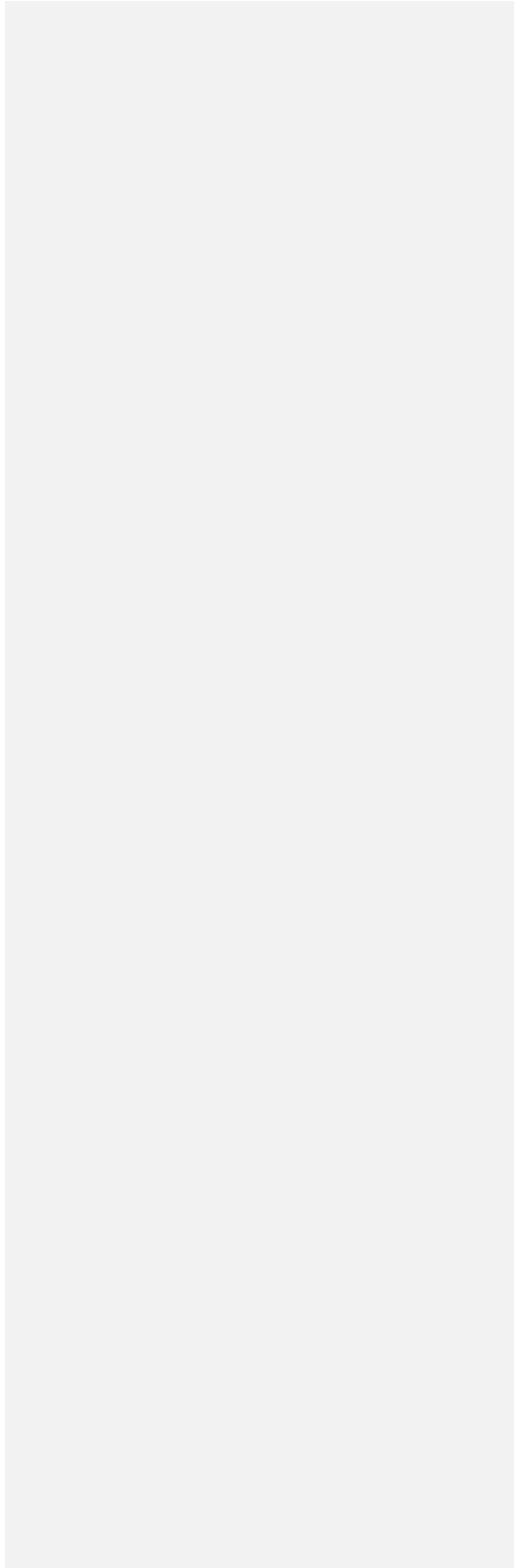
**and**

**PROSPER ECONOMIC DEVELOPMENT CORPORATION**

**INVESTMENT POLICY**

**November 14, 2023**

Resolution No. [20232024-XX](#), Page 3



INVESTMENT POLICY

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PREFACE

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It is the policy of the Town of Prosper ("PROSPER") that the administration of its funds and the investment of those funds shall be handled as its highest public trust. 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 (Texas Government Code Chapter 2256, the "ACT") to safely and effectively manage the funds under its control. To achieve those requirements, the governing body Town Council of each ENTITY annually reviews and has legally adopted this Investment Policy.

The receipt of yield market rate of return will be secondary to the requirements for safety and liquidity. The earnings from investments will be used in a manner that best serves the interests of the Town City.

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 investments, all available funds shall be invested in conformance with the Town Charter and Ordinances, State and Federal Regulations, applicable Bond Resolution requirements, and the adopted Investment Policy and Investment and adopted Investment Strategy. The purpose of this Policy is to set specific Town investment policy and strategy guidelines within the investment parameters for the investment of public funds in Texas found in the ACT. The Public Funds Collateral Act (Chapter 2257, Texas Government Code) specifies collateral requirements for all public Texas depository funds and is incorporated herein.

Effective cash management is recognized as essential to good fiscal management. Cash management is the process of managing funds to ensure necessary cash availability and provide reasonable yield on investments. PROSPER shall strive for a complete cash management program which includes timely collection of accounts receivable, vendor payments in accordance with invoice terms, and prudent investment of assets. The receipt of yield will be secondary to the requirements for safety and liquidity. 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. INVESTMENT POLICY PURPOSE

A. Formal Adoption

This Investment Policy ~~is shall be reviewed and authorized adopted annually~~ by PROSPER the Town Council 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, and
- Any new fund created by PROSPER

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.

~~B. \_\_\_\_\_~~

~~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, and~~
- ~~• Any new fund created by the Town PROSPER~~

~~This Policy establishes guidelines for:~~

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- ~~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.~~

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~~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.~~

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~~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. Policy Review and Amendment**

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This Policy shall be reviewed and adopted by resolution annually by the Town Council. The resolution shall record any changes made to the Investment Policy.

**D. Investment Strategy**

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In conjunction with the annual Policy review, the Town Council shall annually review and adopt the separate written Investment Strategy for each of PROSPER's fund types. PROSPER may consolidate cash balances from multiple funds for investment purposes to maximize investment earnings while recognizing the unique characteristics of these funds. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

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The Investment Strategy, found in Section IXV of this Policy, must describes the investment objectives for each particular fund type according to the following priorities:

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- 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**

It is the policy of PROSPER that all funds shall be managed and invested with four primary

objectives, listed in order of their priority: safety, liquidity, diversification, and yield. Investments are to be chosen in a manner which promotes diversity to spread risks. The maximum weighted average maturity (WAM) of the overall portfolio may not exceed ~~onw~~two years.

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 Town Council 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.

**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 security ~~ies~~ defaults, safekeeping or erosion of the market value. Investment in high credit quality securities and decisions based on anticipated cash flow needs are the primary factors in providing safety.

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

**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. ~~Diversification~~ Public Trust**

The portfolio shall be diversified by institution, market sector and maturity within cash flow needs to spread risk.

~~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~~

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~~of this policy have been followed.~~

**D. Yield**

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

The benchmark for the consolidated portfolio shall be the one-year US Treasury Bill for the comparable period designated for its comparability to the expected investments, liquidity needs, and average cash flow patterns.

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**III. AUTHORIZED INVESTMENTS INVESTMENT POLICIES**

**A. Authorized Investments**

Assets of PROSPER may be invested only in the following investment types as further defined by the ACT. 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.c. 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~~

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~~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);~~

- 1. Obligations of the US Government, its agencies and instrumentalities, excluding mortgage-backed securities, with a stated maximum maturity of three years.
- 2. General debt obligations of any US state or political subdivision rated A++ or better with a stated maximum maturity of three years.
- 3. Fully insured or collateralized certificates of deposit from banks in Texas with a maximum maturity of three years, insured by the Federal Deposit Insurance Corporation (FDIC), or its successor, or collateralized in accordance with this Policy to include spread products within these banks.
- 4. Share certificates from credit unions in Texas insured by the National Credit Union Share Insurance Fund with a maximum stated maturity of two years.
- 5. Fully insured or collateralized demand deposits in any bank in Texas insured by the FDIC or its successor or collateralized in accordance with this Policy to include spread products within these banks.
- 6. FDIC insured brokered certificate of deposit securities from a bank in any US state, delivered versus payment to the Town's safekeeping/custody account and not to exceed one year to stated final maturity.

~~2. Financial Institution Deposits (Section 2256.010),~~

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~~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:~~

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~~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~~

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~~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~~

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~~Secured in any other manner and amount provided by the law for deposits of PROSPER.~~

~~7. AAA-rated, SEC registered, money market Mutual funds striving to maintain a \$1 net asset value (NAV).~~

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~~8. AAA-rated Texas local government investment pools which strive to maintain a \$1 net asset value (NAV) operated in accordance with the ACT and authorized by resolution of the Town Council.~~

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~~9. A1/P1 commercial paper with a maximum stated maturity of 270 days.~~

~~3-10. Fully collateralized repurchase agreements as defined by the ACT with a defined termination date, executed with a primary dealer under an industry standard master repurchase agreement, and collateralized in accordance with this Policy.~~

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~~a. A no load money market mutual fund is an authorized investment under this subchapter if the mutual fund:~~

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~~1. Is registered with and regulated by the Securities and Exchange Commission;~~

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~~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~~

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

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**IV. COLLATERALIZATION**

**A. Time and Demand Deposits – Pledged Collateral**

All bank time and demand deposits shall be collateralized above FDIC coverage by secured pledged collateral. To anticipate market changes and provide the required level of security for all funds, collateral will be maintained and monitored by the pledging depository at a market value of 102% of the total principal and accrued interest on deposit. The institution shall monitor and maintain the margins on a daily basis.

Collateral pledged to secure deposits shall be held by an independent financial institution outside the holding company of the depository. The collateral agreement with the depository shall be approved by resolution of the Bank Board or Bank Loan Committee for compliance with FIRREA. The custodian or bank shall provide a monthly report of collateral directly to the City.

Substitution rights may be granted but new collateral must be pledged before existing collateral is released. All collateral shall be subject to inspection and audit by the City or its independent auditors.

**B. Collateral Owned Under a Repurchase Agreement**

Collateral securing a repurchase agreement is owned by the Town. It shall be held by an independent third-party financial institution approved by PROSPER under the terms of an executed Bond Market Master Agreement. Collateral with a market value of 102% of principal and interest is required at all times and is the responsibility of the counter-party.

**C. Authorized Collateral**

Only the following securities are authorized as collateral for time and demand deposits:

1. ~~A.~~ FDIC insurance coverage.
2. ~~Obligations of the United States, its agencies or instrumentalities, or evidence of indebtedness of the United States guaranteed as to principal and interest including MBS and CMO which pass the bank test.~~
3. ~~C.~~ Obligations of any US state or of a county, City or other political subdivision of any US state having been rated as investment grade (investment rating no less than "A" or its equivalent) by two nationally recognized rating agencies.
4. ~~D.~~ Irrevocable letter of credit from a FHLB regional bank.

~~Collateral for repurchase agreements may also include cash.~~

~~Preference will be given to pledged collateral securities.~~

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**IV.V. INTERNAL CONTROL**~~Internal Protection of Principal Controls~~

The Investment Officer(s) are responsible for establishing and maintaining internal controls to reasonably assure that assets are protected from loss, theft, or misuse. The concept of reasonable assurance recognizes that the cost of a control should not exceed the benefit likely to be derived.

Internal controls shall address the following at a minimum:

- Control of collusion,
- Separation of transaction authority from accounting and record keeping,
- Safekeeping/custody of owned and pledged collateral.
- Clear delegation of authority,
- Written confirmation and recording of all transactions, and
- Review, maintenance and monitoring of security procedures both manual and automated.

Annually the Investment Officer(s) shall perform an internal compliance audit to assure compliance with requirements of this policy and the ACT. Annually the Town’s auditor shall review the quarterly investment reports.

**1. Delivery versus Payment.** The purchase of individual securities shall be executed solely on a “Delivery versus Payment” (DVP) basis and cleared into through PROSPER’s designated Safekeeping Agent/custody account. Funds shall not be released until PROSPER has received, through the Safekeeping its agent, the securities purchased.

**2. Competitive Quotes.** All security transactions require at least three competitive quotes (bid or offer) to assure competitive market value. Securities purchased “at issue price” must be compared to other similar offerings to determine competitive value. Investment bids/offers may be solicited orally, in writing, electronically, or any combination of these methods.

**3. Monitoring of Credit Ratings.** On no less than a monthly basis, the credit rating on all investments which require a credit rating shall be verified by the Investment Officer(s). If the security falls below the minimum rating required by Policy the Investment Officer shall notify the Finance Director of the loss of rating, conditions affecting the rating and possible loss of principal including liquidation options -available. PROSPER will monitor changes in the credit ratings 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. ~~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.~~

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4. Monitoring of Authorized Investments. Should an investment become unauthorized in the ACT or by this policy, the existing investment need not be liquidated. ~~At~~ maturity or sale however the funds must be reinvested in then authorized investments.

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~~5.~~ 5. Monitoring FDIC Status. On no less than a weekly basis the FDIC status and bank status of all brokered certificates of deposit must be verified. If any bank has been acquired or merged with another bank from which brokered certificates of deposit are held in the portfolio, all affected brokered certificates of deposit shall be immediately liquidated to retain the required FDIC insurance level.

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6. Prior Held Investments. All investments made with PROSPER funds prior to the adoption of this Investment Policy may be held or liquidated in accordance with the ACT and in the best interest of PROSPER's financial position.

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~~1-7.~~ Diversification by Investment Type. Diversification by investment type shall be maintained by ensuring multiple ~~an~~ active and efficient secondary markets in the portfolio thereby investments and by controlling the market and ~~opportunity-credit~~ risks associated with an overconcentration in one specific investment type or issuer.

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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.

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~~2-8.~~ 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~~three years from the date of purchase.

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

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~~3.~~ Ensuring Liquidity

~~9.~~ 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.

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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.

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~~10.~~ Cash Flow Forecasting.

Cash flow analysis is designed to protect and sustain the cash flow requirements of the Town. The Investment Officer(s) will analyze needs and maintain a cash flow plan to monitor and forecast high-level cash positions for investment purposes.

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**VI. COUNTER-PARTIES**~~counter-parties~~

**1. Broker/Dealers**

The Town Council shall, at least annually, review and adopt a list of broker/dealers authorized to engage in investment transactions with PROSPER. Transactions may be executed only with authorized broker/dealers. In order to be considered, firms that desire to transact business will be required to provide information regarding their creditworthiness, experience, market sector involvement, and reputation.

Authorized firms may include primary and regional dealers and brokers and qualified depositories as established by Chapter 105 of the Local Government Code.

A list of no less than five broker/dealers shall be maintained. Before investments are made all broker/dealers must supply the following at a minimum:

- Current year and annual financial statements
- Financial Industry Regulatory Association (FINRA) certification and the FINRA Central Depository Registration number (CRD)
- Proof of Texas States Securities registration
- Completion of a brief questionnaire detailing contacts

A written copy of the current Investment Policy shall be provided to all authorized broker/dealers and pools. Local government investment pools shall certify to a review of the policy in accordance with the ACT.

**1.2. Depositories Agreements**

Consistent with the requirements of State Law, PROSPER requires all bank deposits to be federally FDIC insured or collateralized in accordance with this policy with eligible securities. At least every five years PROSPER will designate one banking institution through a competitive process, as its central banking services provider. Additional banks may be used for time and demand deposits under the same conditions.

Any Financial institutions providing depository services which require collateral serving as PROSPER's Depositories will be required to shall sign a Depository Agreement under the terms of FIRREA (Financial Institutions Resource, Recovery and Enforcement Act). with PROSPER and PROSPER's safekeeping agent. The conditions of such an agreement safekeeping portion of the Agreement shall define PROSPER's rights to the collateral in case of default, bankruptcy, or closing to and shall establish a perfected security interest. FIRREA conditions require that in compliance with Federal and State regulations,

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including:

- a. The Agreement must be in writing;
- ~~b. The Agreement must be executed by the Depository and PROSPER contemporaneously with the acquisition of the asset;~~
- ~~e. The Agreement must be approved by the Board of Directors or the Bank Loan Committee designated committee of the Depository and with a copy of the meeting minutes resolution must be delivered to PROSPER;~~
- c. The Agreement must be part of the Depository’s “official record” continuously since its execution.
- ~~d. The Agreement must be executed by the Depository and PROSPER contemporaneously with the acquisition of the asset without listing the collateral securities collateral securities.~~
- d. —

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**a. Allowable Collateral**

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

**b. Collateral Levels**

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

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

**c. Monitoring Collateral Adequacy**

~~PROSPER shall require monthly reports of pledged securities marked to market 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.~~

~~2.3. Safekeeping Agent/Custodian~~

~~PROSPER shall contract with a independent bank or banks for the safekeeping/custody of securities either owned by PROSPER as a part of its investment portfolio or as a part of its depository agreements. All securities (pledged or owned) shall be delivered delivery versus payment. The safekeeping agent/custodian shall be independent from the trade.~~

~~a. 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.~~

~~3.4. Non-discretionary Investment Advisers~~

~~Any investment adviser contracted by the Town will act on a non-discretionary basis so that all final transaction decisions are made by the Town Investment Officer(s). Non-discretionary investment advisers under contract to the Town 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."~~

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

- ~~• Adherence to PROSPER's policies and strategies,~~
- ~~• Investment performance within accepted risk constraints,~~
- ~~• Responsiveness to PROSPER's request for services,~~
- ~~• Availability of information and open communication,~~
- ~~• Understanding of the inherent fiduciary responsibility of public funds, and~~

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- 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. An initial 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.

~~V. Delegation of Responsibility Selection of Authorized Securities Dealers~~

~~VI.~~

~~VII. 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.~~

~~VIII.~~

~~IX. Eligibility~~

~~X.~~

~~XI. 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.~~

~~XII.~~

~~XIII. Competitive Environment~~

~~XIV.~~

~~XV. 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.~~

~~XVI.VII. DELIGATION OF RESPONSIBILITY~~

~~1. 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.~~

~~1. Investment Officer(s)~~

~~The Town Manager or designee, Deputy Town Manager, Finance Director, and Assistant Finance Director will be designated as are the “Investment Officers” of the Town of Prosper by resolution of the Town Council. The PEDC Treasurer, Deputy Town~~

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~~Manager, and the Finance Director are the “Investment Officers” of the PEDC.~~ The Investment Officers are responsible for investment decisions and investment activities, reporting, and creating/maintaining the portfolio(s) in accordance with this Policy. Officers are authorized to deposit, withdraw, invest, transfer, execute documentation, and otherwise manage PROSPER’s funds according to this Policy.

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The Investment Officers may utilize finance staff ~~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 established ~~Internal C~~controls and procedures.

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All Officers shall attend at least ten (10) hours of investment training, from sources approved by the Town Council by resolution, within twelve (12) months of designation as an Investment Officer and shall attend eight (8) hours of investment training every two successive fiscal years. Training under this section must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio and compliance with PFIA.

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, in accordance with the ACT under certain conditions, ~~all~~ Investment Officers shall file with the Texas Ethics Commission and the ~~ENTITY’s governing body~~ Town Council a statement disclosing any personal business relationship with a business organization seeking to sell investments to PROSPER ~~or any with which they maintain a~~ relationship within the second degree by affinity or consanguinity to an individual/firm seeking to sell investments to PROSPER. Disclosure to the Ethics Commission is required only if ~~For purposes of this subsection, an the~~ Investment Officer has a personal business relationship with business organization ~~in which~~ in which:

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- 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;
- 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
- 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.

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## 2. Town Council Responsibilities

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The Town Council holds the ultimate fiduciary responsibility for the portfolio under the ACT. It will designate investment officer(s), receive and review quarterly investment reports, approve and provide for investment officer training, annually approve broker/dealers, and annually review and adopt the Investment Policy and Investment Strategy.

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**2.3. Prudence and Standard of Care Investment Management**

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The designated Investment Officer(s) 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(s) ~~has~~ had responsibility, rather than the prudence of a single investment shall be considered.

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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 PFLA, Section 2256.006. ~~It states:~~ by the ACT stating:

“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.”

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**4. Standards of Ethics**

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**VIII. REPORTING**

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**VIII. Investment Establishment of Internal Controls**

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

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**Reporting**

The Investment Officer(s) shall prepare and submit a signed quarterly investment report to the Town Council in accordance with the ACT providing detail information on each investment and bank position and summary information to permit an informed outside reader to evaluate

the performance and risk in the portfolio. Every designated Investment Officer shall sign the report.

~~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 include:

- a. ~~Describe in detail the investment position of PROSPERA~~ full description of each individual security and bank/pool position held at the end of the reporting period including amortized book and market values at the beginning and end of the period,
- b. ~~Contain a s~~Summary statement,information prepared in compliance with generally accepted accounting principles, of each pooled fund group that states the:
  - 1. beginning book and market value ~~of~~for the reporting period;
  - 2. ending book and market value for the reporting period; and
  - 3. fully accrued interest and amortized earnings for the reporting period;
- c. Classification of each separately invested asset by the type of asset (market sector);
- e. ~~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 t~~The maturity date (and call date, if applicable) of each separately invested asset that has a maturity or call date;
- e. ~~State t~~The account or fund or pooled group fund for which each individual investment was acquired;
- e.f. The weighted average yield and weighted average maturity of the total portfolio; and
- f.g. ~~State the A~~ compliance statement that the report is prepared in compliance of the investment portfolio with PROSPER's Investment Policy, sStrategy, and the ACTPPIA.

Market values shall be calculated from market values obtained from independent sources.

~~In defining market value, sources independent of the investment provider will determine valuations and e~~Consideration will be given to GASB Statement No. 31 and reporting for GASB 31, 40 and 72 shall be completed on a timely basis.

In conjunction with its annual financial audit, ~~the Investment Officer(s) shalls~~ shall perform a compliance audit to the Policy and the ACT. 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~~

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~~accounts offered by its depository bank in the form of certificates of deposits, or money market accounts or similar accounts, The quarterly investment 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 Town Council by that auditor.~~

~~g. Training under this section must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio and compliance with DFIA.~~

**XVII.IX. INVESTMENT STRATEGY STATEMENTS**

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 Yield is of lesser importance compared to the Town's safety and liquidity objectives described in Section H. The Town shall pursue a pro-active but conservative portfolio management strategy. This may be accomplished by creating a laddered maturity structure with some maturity extension for yield enhancement.

PROSPER may maintain one commingled portfolio for investment purposes which incorporates the specific uses and unique characteristics of the funds in the portfolio.

The maximum maturity of any investment shall be three (3) years and the maximum weighted average maturity of the total portfolio will not exceed two (2) ~~one (1)~~ years calculated using the stated final maturity of each security.

~~In order to~~ To minimize risk of loss due to interest rate fluctuations, investment maturities will not exceed the anticipated cash flow requirements of the fund. Basic investment guidelines by fund-type are as follows:

**A. ~~General, Enterprise, or Operating-type~~ Funds**

Operating funds shall have as their primary objective ~~to assure~~ assurance that anticipated cash outflows are matched with the adequate investment liquidity. These funds require the greatest short-term liquidity and laddered strategy of all fund types. The secondary objective is to create a portfolio structure that will experience minimal volatility during changing economic cycles. Investments will be of high credit quality for safety, available liquidity and marketability. Managing the weighted average maturity of the portfolio to less than two years and restricting the maximum allowable maturity to ~~five~~ three years will minimize the price volatility of the portfolio.

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.

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**B. –Capital Project Funds and Special Purpose Funds**

Capital project funds and special purpose funds shall have as their primary objective ~~to~~ assure ance that anticipated cash outflows are matched with adequate investment liquidity. The portfolios shall be invested based on cash flow estimates. Most capital projects programs have reasonably predictable draw down schedules. Therefore, investment maturities should generally follow the anticipated planned cash flow requirements.

All investments will be of high credit quality to limit 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.

Funds invested for capital projects may be from bond proceeds that are subject to arbitrage rebate regulations.

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**C. Debt Service Funds**

Debt service funds shall have as their ir primary objective the assurance of investment liquidity adequate to cover the each 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 and successive debt service dates will be fully funded before any extensions are made. By -

Suitability—Any investment eligible in the Investment Policy is suitable for Debt Service Funds.

Safety of Principal—All investments shall be of high quality with no perceived default risk. Market price fluctuations will occur. However, by mmanaging Debt Service Funds to not exceed the debt service payment schedule the market risk of the overall portfolio will be minimized.

a. 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.

b. Marketability—Securities with active and efficient secondary markets are not necessary as the event of an unanticipated cash flow requirement is not probable.

c. Diversification—Market conditions influence the attractiveness of fully extending

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~~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.~~

- ~~d. **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.~~

**X. POLICY ADOPTION**~~Policy Adoption~~

The Town's Investment Policy shall be reviewed and adopted by resolution of the Town Council no less than annually. Any changes made to the Policy must be noted in the adopting resolution.

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## Appendix “A”

### Glossary of Cash Management Terms

**Accretion** — ~~Common investment accounting entry in which the~~ The book value of securities purchased at a discount are ~~gradually~~ written up ~~on a straight-line basis toward maturity~~ to the par value (100). The ~~accretion reflects earnings to the portfolio.~~ ~~process has the effect of recording the discount as income over time.~~

**Accrued Interest** – Interest earned, but not yet paid, on an investment ~~based on the interest percentage.~~ ~~Accrued interest must be purchased from prior owners of a security if applicable.~~

**Active Management/Investing** — ~~(also called active investing) refers to~~ A portfolio management strategy ~~in which where the manager makes specific investments are made~~ ~~on the basis of with the goal to market timing~~ ~~time the investment based on a and~~ market conditions ~~and designed to increase yield,~~ monitor the volatility (or risk), and allow for parameters ~~for liquidity.~~ This ~~method depends~~ ~~will be performed by partially on~~ projected cash flows ~~to determine liquidity needs~~ and actively monitor ~~ing~~ market conditions for advantageous risk/return options.

**Agency** — ~~See~~ See Federal Agency. ~~An agency supported by the US Government.~~

**Amortization** — ~~Common i~~ Investment accounting entry in which the book value of securities purchased at a premium are ~~gradually~~ written down ~~on a straight-line basis to equal par at maturity~~ ~~the par value.~~ The ~~amortization represents an expense to the portfolio.~~ ~~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** – ~~An i~~ 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. ~~The Town~~ ~~selling the security would ask for a bid.~~

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

**Broker** – ~~In institutional markets, a~~ A financial firm that brings securities buyers and sellers together ~~in~~ ~~return for a fee.~~ ~~All trades in the institutional markets are priced as a net yield and do not include single~~ ~~transaction~~ ~~transaction fees.~~ ~~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 [pass-through](#) MBS is divided into multiple classes, each class containing unique risk profiles and security characteristics. A number of CMO classes are expressly prohibited by Texas State law.

**Commercial Paper** – An unsecured short-term promissory note issued by corporations, with maturities ranging from 1 to [270](#) days. Commercial paper must carry a minimum rating of A1/P1 in order to be eligible under the Texas Public Funds Investment Act. [Commercial paper with maturities from 271 to 365 are ‘private placement’ and need not be backed by any credit or commodity.](#)

**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 [accrued](#) interest received by an investor ~~from the issuer of on~~ 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. [Any security which is derived from a ‘bullet’ security without conditions. A derivative security is created from, or whose value depends upon, one or more underlying assets or indices of asset values.](#)

**Dealer** – A dealer, as opposed to a broker, ~~may set-act~~ as a principal in all securities transactions, buying and selling for their own account. [The dealer may also act as a broker only matching a buyer and seller. 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 [payment for a security is not made until the purchaser pays for securities at the time of delivery either to the purchaser or his/her security clearance/ to the independent safekeeping agent or custodian.](#)

~~**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 [to spread risk](#).

**Dollar Weighted Average Maturity (WAM)** – The average maturity of all the investments that comprise a portfolio weighted by the [dollar-book](#) 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 [with implicit credit from the US](#).

**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~~ [self-regulatory](#) 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.

[FIRREA – The Financial Institution Resource, Recovery and Enforcement Act used by the FDIC to determine asset ownership in the event of an institution’s default.](#)

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**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** – ~~State~~ 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. [Specific requirements must be met.](#)

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

**Liquidity** – An investment that can be easily and quickly converted to cash. 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** – An entity created under the Interlocal Cooperation Act to invest public funds jointly on behalf of the entities that participate in the pool. An investment by local governments in which their money is pooled as a method for managing local funds.

~~**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 requiring a net asset value of \$1 to protect that liquidity.

**Mortgage-Backed Security (MBS)** – Security backed by a pool 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.” ~~The Town looking to buy securities would ask for offers to buy securities an offer.~~

**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** – Management of a portfolio which involves building a ladder of securities to meet expected liabilities. Often based on 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. The goal is stability not yield enhancement.

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

**Primary Government Securities Dealer (Primary Dealer)** ~~Large~~ D esignated government securities dealers regulated by the SEC 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 Person Investor Rule** – ~~Refers to an An investment principle in the Public Funds Investment Act outlining the emphasizing the~~ fiduciary responsibilities of ~~Investment Officers~~ investor as an investor and not a speculator. The Standard of Care set by the ACT.

**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/Custody** – Holding of assets (e.g., securities) by a financial institution on behalf of a client. Custody involves a higher level of fiduciary responsibility.

**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 which carry the full faith and credit of the U.S.; T-Bills are always sold at a discount and pay interest only at maturity. The accretion (earnings) interest is equal to the face value minus the purchase price/book value over time.

**Treasury Notes** – Intermediate U.S. government debt securities with maturities of one to +30 years. Treasury notes, or T-notes, are generally issued in terms of 2, 3, 5, 7, 10 and +30 years; The longest currently being issued is called the “T-Bond.” They have a fixed coupon rate and pay interest every six months until they mature.

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

**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 yields on the current Treasury issues in the market ~~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 an an upwardly sloping ~~positive~~ yield curve.

**Yield-to-Maturity** – The rate of return yield generated 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**

Adopted 05/14/24~~xx/xx/xx~~

FHN Financial  
Great Pacific Securities

~~Hilltop Securities, Inc.~~  
~~Multi-Bank Securities, Inc.~~  
RBC Capital Markets  
~~Oppenheimer & Co., Inc.~~  
SAMCO Capital Markets  
Stifel Nicolas & Co.  
Wells Fargo Securities

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**Appendix “C”**

**Texas Government Code Chapter 2256. Public Funds Investment Act, the “ACT”**

The most up to date version of the Public Funds Investment Act may be found online at:

<https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2256.htm>

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**TOWN OF PROSPER, TEXAS**

**INVESTMENT POLICY**

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## PREFACE

It is the policy of the Town of Prosper (“PROSPER”) that the administration of its funds and the investment of those funds shall be handled as its highest public trust. The Town of Prosper adheres to its own governing documents and the Public Funds Investment Act (Texas Government Code Chapter 2256, the “ACT”) to safely and effectively manage the funds under its control. To achieve those requirements, the Town Council annually reviews and adopts this Investment Policy.

The receipt of yield will be secondary to the requirements for safety and liquidity. The earnings from investments will be used in a manner that best serves the interests of the Town.

It is the policy of PROSPER that, giving due regard to the safety and risk of investments, all available funds shall be invested in conformance with the Town Charter and Ordinances, State and Federal Regulations, Bond Resolution requirements, and the adopted Investment Policy and Investment Strategy. The purpose of this Policy is to set specific Town investment policy and strategy guidelines within the investment parameters for the investment of public funds in Texas found in the ACT. The Public Funds Collateral Act (Chapter 2257, Texas Government Code) specifies collateral requirements for all public Texas depository funds and is incorporated herein.

Effective cash management is recognized as essential to good fiscal management. Cash management is the process of managing funds to ensure necessary cash availability and provide reasonable yield on investments. PROSPER shall strive for a complete cash management program which includes timely collection of accounts receivable, vendor payments in accordance with invoice terms, and prudent investment of assets.

## **I. INVESTMENT POLICY**

### **A. Formal Adoption**

This Investment Policy shall be reviewed and adopted annually by the Town Council in accordance with the ACT.

### **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, and
- Any new fund created by PROSPER

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.

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

This Policy shall be reviewed and adopted by resolution annually by the Town Council. The resolution shall record any changes made to the Policy.

### **D. Investment Strategy**

In conjunction with the annual Policy review, the Town Council shall annually review and adopt a separate written Investment Strategy for each of PROSPER's fund types. PROSPER may consolidate cash balances from multiple funds for investment purposes to maximize investment earnings while recognizing the unique characteristics of these funds. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

The Investment Strategy, found in Section IX of this Policy, describes the investment objectives for each particular fund type 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**

It is the policy of PROSPER that all funds shall be managed and invested with four primary objectives, listed in order of their priority: safety, liquidity, diversification, and yield. Investments are to be chosen in a manner which promotes diversity to spread risks. The maximum weighted average maturity (WAM) of the overall portfolio may not exceed two years.

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 Town Council 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.

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

The primary objective of all investment activity is the preservation of capital and the safety of principal. Each investment transaction shall seek to ensure first that capital losses are avoided, whether they are from security defaults, safekeeping or erosion of the market value. Investment in high credit quality securities and decisions based on anticipated cash flow needs are the primary factors in providing safety.

PROSPER shall seek to control the risk of loss due to default of a security issuer by investing only in the highest credit quality securities; by collateralization as required by law and policy; and portfolio diversification.

### **B. 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. Diversification**

The portfolio shall be diversified by institution, market sector and maturity within cash flow needs to spread risk.

### **D. Yield**

The investment portfolio shall be designed with the objective of attaining a reasonable market yield throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Yield is of secondary importance compared to safety and liquidity objectives. All investments are limited to high credit quality, low risk securities in anticipation of earning a fair return relative to the risk being assumed.

The benchmark for the consolidated portfolio shall be the one-year US Treasury Bill for the comparable period designated for its comparability to the expected investments, liquidity needs, and average cash flow patterns.

## **III. AUTHORIZED INVESTMENTS**

Assets of PROSPER may be invested only in the following investment types as further defined by the ACT.

1. Obligations of the US Government, its agencies and instrumentalities, excluding mortgage-backed securities, with a stated maximum maturity of three years.
2. General debt obligations of any US state or political subdivision rated A+ or better with a stated maximum maturity of three years.
3. Fully insured or collateralized certificates of deposit from banks in Texas with a maximum maturity of three years, insured by the Federal Deposit Insurance Corporation (FDIC), or its successor, or collateralized in accordance with this Policy to include spread products within these banks.
4. Share certificates from credit unions in Texas insured by the National Credit Union Share Insurance Fund with a maximum stated maturity of two years.
5. Fully insured or collateralized demand deposits in any bank in Texas insured by the FDIC or its successor or collateralized in accordance with this Policy to include spread products within these banks.
6. FDIC insured brokered certificate of deposit securities from a bank in any US state, delivered versus payment to the Town's safekeeping/custody account and not to exceed one year to stated final maturity.



7. AAA-rated, SEC registered, money market mutual funds striving to maintain a \$1 net asset value (NAV).
8. AAA-rated Texas local government investment pools which strive to maintain a \$1 net asset value (NAV) operated in accordance with the ACT and authorized by resolution of the Town Council.
9. A1/P1 commercial paper with a maximum stated maturity of 270 days.
10. Fully collateralized repurchase agreements as defined by the ACT with a defined termination date, executed with a primary dealer under an industry standard master repurchase agreement, and collateralized in accordance with this Policy.

#### IV. COLLATERALIZATION

##### A. Time and Demand Deposits – Pledged Collateral

All bank time and demand deposits shall be collateralized above FDIC coverage by secured, pledged collateral. To anticipate market changes and provide the required level of security for all funds, collateral will be maintained and monitored by the pledging depository at a market value of 102% of the total principal and accrued interest on deposit. The institution shall monitor and maintain the margins on a daily basis.

Collateral pledged to secure deposits shall be held by an independent financial institution outside the holding company of the depository. The collateral agreement with the depository shall be approved by resolution of the Bank Board or Bank Loan Committee for compliance with FIRREA. The custodian or bank shall provide a monthly report of collateral directly to the City.

Substitution rights may be granted but new collateral must be pledged before existing collateral is released. All collateral shall be subject to inspection and audit by the City or its independent auditors.

##### B. Collateral Owned Under a Repurchase Agreement

Collateral securing a repurchase agreement is *owned* by the Town. It shall be held by an independent third-party financial institution approved by PROSPER under the terms of an executed Bond Market Master Agreement. Collateral with a market value of 102% of principal and interest is required at all times and is the responsibility of the counter-party.

##### C. Authorized Collateral

Only the following securities are authorized as collateral for time and demand deposits:

1. FDIC insurance coverage.

2. Obligations of the United States, its agencies or instrumentalities, or evidence of indebtedness of the United States guaranteed as to principal and interest including MBS and CMO which pass the bank test.
3. Obligations of any US state or of a county, City or other political subdivision of any US state having been rated as investment grade (investment rating no less than “A” or its equivalent) by two nationally recognized rating agencies.
4. Irrevocable letter of credit from a FHLB regional bank.

Collateral for repurchase agreements may also include cash. Preference will be given to pledged collateral securities.

## V. INTERNAL CONTROLS

The Investment Officer(s) are responsible for establishing and maintaining internal controls to reasonably assure that assets are protected from loss, theft, or misuse. The concept of reasonable assurance recognizes that the cost of a control should not exceed the benefit likely to be derived.

Internal controls shall address the following at a minimum:

- Control of collusion,
- Separation of transaction authority from accounting and record keeping,
- Safekeeping/custody of owned and pledged collateral.
- Clear delegation of authority,
- Written confirmation and recording of all transactions, and
- Review, maintenance and monitoring of security procedures both manual and automated.

Annually the Investment Officer(s) shall perform an internal compliance audit to assure compliance with requirements of this policy and the ACT. Annually the Town’s auditor shall review the quarterly investment reports.

1. **Delivery versus Payment.** The purchase of individual securities shall be executed solely on a “Delivery versus Payment” (DVP) basis and cleared into PROSPER’s designated safekeeping/custody account. Funds shall not be released until PROSPER has received, through its agent, the securities purchased.
2. **Competitive Quotes.** All security transactions require at least three competitive quotes (bid or offer) to assure competitive market value. Securities purchased “at issue price” must be compared to other similar offerings to determine competitive value. Investment bids/offers may be solicited orally, in writing, electronically, or any combination of these methods.
3. **Monitoring of Credit Ratings.** On no less than a monthly basis, the credit rating on all investments which require a credit rating shall be verified by the Investment Officer(s). If the security falls below the minimum rating required by Policy the Investment Officer shall notify the Finance Director of the loss of rating, conditions affecting the rating and possible loss of principal including liquidation options available. PROSPER will monitor changes

in the credit ratings 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.

4. **Monitoring of Authorized Investments.** Should an investment become unauthorized in the ACT or by this policy, the existing investment need not be liquidated, at maturity or sale however the funds must be reinvested in then authorized investments.
5. **Monitoring FDIC Status.** On no less than a weekly basis the FDIC status and bank status of all brokered certificates of deposit must be verified. If any bank has been acquired or merged with another bank from which brokered certificates of deposit are held in the portfolio, all affected brokered certificates of deposit shall be immediately liquidated to retain the required FDIC insurance level.
6. **Prior Held Investments.** All investments made with PROSPER funds prior to the adoption of this Investment Policy may be held or liquidated in accordance with the ACT and in the best interest of PROSPER's financial position.
7. **Diversification by Investment Type.** Diversification by investment type shall be maintained ensuring multiple active and efficient secondary markets in the portfolio thereby controlling the market and credit risks associated with an overconcentration in one specific investment type or issuer.

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.

8. **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 three years from the date of purchase.
9. **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.

10. **Cash Flow Forecasting.** Cash flow analysis is designed to protect and sustain the cash flow requirements of the Town. The Investment Officer(s) will analyze needs and maintain a cash flow plan to monitor and forecast high-level cash positions for investment purposes.

## VI. COUNTER-PARTIES

### 1. Broker/Dealers

The Town Council shall, at least annually, review and adopt a list of broker/dealers authorized to engage in investment transactions with PROSPER. Transactions may be executed only with authorized broker/dealers. In order to be considered, firms that desire to transact business will be required to provide information regarding their creditworthiness, experience, market sector involvement, and reputation.

Authorized firms may include primary and regional dealers and brokers and qualified depositories as established by Chapter 105 of the Local Government Code.

A list of no less than five broker/dealers shall be maintained. Before investments are made all broker/dealers must supply the following at a minimum:

- Current year and annual financial statements
- Financial Industry Regulatory Association (FINRA) certification and the FINRA Central Depository Registration number (CRD)
- Proof of Texas States Securities registration
- Completion of a brief questionnaire detailing contacts

A written copy of the current Investment Policy shall be provided to all authorized broker/dealers and pools. Local government investment pools shall certify to a review of the policy in accordance with the ACT.

### 2. Depositories

Consistent with the requirements of State Law, PROSPER requires all bank deposits to be federally FDIC insured or collateralized in accordance with this policy. At least every five years PROSPER will designate one banking institution through a competitive process, as its central banking services provider. Additional banks may be used for time and demand deposits under the same conditions.

Any financial institution providing depository services which require collateral shall sign a depository agreement under the terms of FIRREA (Financial Institutions Resource, Recovery and Enforcement Act). The conditions of such an agreement shall define PROSPER's rights in case of default, bankruptcy, or closing to establish a perfected security interest. FIRREA conditions require that:

- a. The Agreement must be in writing;
- b. The Agreement must be approved by the Board of Directors or its Bank Loan Committee with a copy of the resolution delivered to PROSPER;
- c. The Agreement must be part of the Depository's "official record" continuously since its execution.

- d. The Agreement must be executed by the Depository and PROSPER contemporaneously with the acquisition of the asset without listing the collateral securities.

### **3. Safekeeping Agent/Custodian**

PROSPER shall contract with a independent bank or banks for the safekeeping/custody of securities owned by PROSPER. All securities (pledged or owned) shall be delivered delivery versus payment. The safekeeping agent/custodian shall be independent from the trade.

### **4. Investment Advisers**

Any investment adviser contracted by the Town will act on a non-discretionary basis so that all final transaction decisions are made by the Town Investment Officer(s). Non-discretionary investment advisers under contract to the Town shall adhere to the spirit, philosophy and specific terms of this Policy.

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

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

Selected Investment Advisers must be registered under the Investment Advisers Act of 1940. An initial 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.

## **VII. DELIGATION OF RESPONSIBILITY**

### **1. Investment Officer(s)**

The Town Manager or designee, Deputy Town Manager, Finance Director, and Assistant Finance Director will be designated as “Investment Officers” of the Town of Prosper by resolution of the Town Council. The Investment Officers are responsible for investment decisions and investment activities, reporting, and creating/maintaining the portfolio(s) in accordance with this Policy. Officers are authorized to deposit, withdraw, invest, transfer, execute documentation, and otherwise manage PROSPER’s funds according to this Policy.

The Investment Officers may utilize finance staff 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 established controls and procedures.

All Officers shall attend at least ten (10) hours of investment training, from sources approved

by the Town Council by resolution, within twelve (12) months of designation as an Investment Officer and shall attend eight (8) hours of investment training every two successive fiscal years. Training under this section must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio and compliance with PFIA.

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, in accordance with the ACT under certain conditions, Investment Officers shall file with the Texas Ethics Commission and the Town Council a statement disclosing any personal business relationship with a business organization seeking to sell investments to PROSPER with which they maintain a relationship within the second degree by affinity or consanguinity to an individual/firm seeking to sell investments to PROSPER. Disclosure to the Ethics Commission is required only if the Investment Officer has a personal business relationship with business organization in which:

- 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;
- 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
- 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.

## **2. Town Council Responsibilities**

The Town Council holds the ultimate fiduciary responsibility for the portfolio under the ACT. It will designate investment officer(s), receive and review quarterly investment reports, approve and provide for investment officer training, annually approve broker/dealers, and annually review and adopt the Investment Policy and Investment Strategy.

## **3. Prudence and Standard of Care**

The designated Investment Officer(s) shall perform their duties in accordance with the 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(s) 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.

The standard of care used by PROSPER shall be that as defined by the ACT stating: “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.”

## VIII. REPORTING

The Investment Officer(s) shall prepare and submit a signed quarterly investment report to the Town Council in accordance with the ACT providing detail information on each investment and bank position and summary information to permit an informed outside reader to evaluate the performance and risk in the portfolio. Every designated Investment Officer shall sign the report.

This investment report shall include:

- a. A full description of each individual security and bank/pool position held at the end of the reporting period including amortized book and market values at the beginning and end of the period,
- b. Summary information prepared in compliance with generally accepted accounting principles, of each pooled fund group that states the:
  1. beginning book and market value for the reporting period;
  2. ending book and market value for the reporting period; and
  3. fully accrued interest and amortized earnings for the reporting period;
- c. Classification of each separately invested asset by the type of asset (market sector);
- d. The maturity date (and call date, if applicable) of each separately invested asset that has a maturity or call date;
- e. The account or fund or pooled group fund for which each individual investment was acquired;
- f. The weighted average yield and weighted average maturity of the total portfolio; and
- g. A compliance statement that the report is prepared in compliance with PROSPER’s Investment Policy, Strategy, and the ACT.

Market values shall be calculated from market values obtained from independent sources.

Consideration will be given to GASB Statement No. 31 and reporting for GASB 31, 40 and 72 shall be completed on a timely basis.

In conjunction with its annual financial audit, the Investment Officer(s) shall perform a compliance audit to the Policy and the ACT. The quarterly investment reports shall be formally reviewed at least annually by an independent auditor, and the result of the review shall be reported to the Town Council by that auditor.

## **IX. 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. Yield is of lesser importance compared to the Town's safety and liquidity objectives. The Town shall pursue a pro-active but conservative portfolio management strategy. This may be accomplished by creating a laddered maturity structure with some maturity extension for yield enhancement.

PROSPER may maintain one commingled portfolio for investment purposes which incorporates the specific uses and unique characteristics of the funds in the portfolio.

The maximum maturity of any investment shall be three (3) years and the maximum weighted average maturity of the total portfolio will not exceed two (2) years calculated using the stated final maturity of each security.

To minimize risk of loss due to interest rate fluctuations, investment maturities will not exceed the anticipated cash flow requirements of the fund. Basic investment guidelines by fund-type are as follows:

### **A. General, Enterprise, or Operating Funds**

Operating funds shall have as their primary objective assurance that anticipated cash outflows are matched with the adequate investment liquidity. These funds require the greatest short-term liquidity and laddered strategy of all fund types. The secondary objective is to create a portfolio structure that will experience minimal volatility during changing economic cycles. Investments will be of high credit quality for safety, available liquidity and marketability. Managing the weighted average maturity of the portfolio to less than two years and restricting the maximum allowable maturity to three years will minimize the price volatility of the portfolio.

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.



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

Capital project funds and special purpose funds shall have as their primary objective assurance that anticipated cash outflows are matched with investment liquidity. The portfolios shall be invested based on cash flow estimates. Most capital projects programs have reasonably predictable draw down schedules. Therefore, investment maturities should generally follow the anticipated planned cash flow requirements.

All investments will be of high credit quality to limit 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.

Funds invested for capital projects may be from bond proceeds that are subject to arbitrage rebate regulations.

## **C. Debt Service Funds**

Debt service funds shall have as their primary objective the assurance of investment liquidity adequate to cover each 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 and successive debt service dates will be fully funded before any extensions are made. By managing Debt Service Funds to not exceed the debt service payment schedule the market risk of the overall portfolio will be minimized.

## **X. POLICY ADOPTION**

The Town's Investment Policy shall be reviewed and adopted by resolution of the Town Council no less than annually. Any changes made to the Policy must be noted in the adopting resolution.

## Appendix “A”

### Glossary of Cash Management Terms

**Accretion** –The book value of securities purchased at a discount are written up on a straight-line basis toward maturity to the par value (100). The accretion reflects earnings to the portfolio.

**Accrued Interest** – Interest earned, but not yet paid, on an investment based on the interest percentage. Accrued interest must be purchased from prior owners of a security if applicable.

**Active Management/Investing**- A portfolio management strategy in which investments are made on the basis of market timing and market conditions and designed to increase yield, This method depends partially on projected cash flows and actively monitored market conditions for advantageous risk/return options.

**Agency** –See Federal Agency. An agency supported by the US Government.

**Amortization** –Investment accounting entry in which the book value of securities purchased at a premium are written down on a straight-line basis to equal par at maturity. The amortization represents an expense to the portfolio.

**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** – An 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. The Town selling the security would ask for a bid.

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

**Broker** – In institutional markets, a financial firm that brings securities buyers and sellers together . All trades in the institutional markets are priced as a net yield and do not include single transaction fees.

**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 pass-through MBS is divided into multiple classes, each class containing unique risk profiles and security characteristics. A number of CMO classes are expressly prohibited by Texas State law.

**Commercial Paper** – An unsecured short-term promissory note issued by corporations, with maturities ranging from 1 to 270 days. Commercial paper must carry a minimum rating of A1/P1 in order to be eligible under the Texas Public Funds Investment Act. Commercial paper with maturities from 271 to 365 are ‘private placement’ and need not be backed by any credit or commodity.

**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 accrued interest received by an investor on 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. Any security which is derived from a ‘bullet’ security without conditions. A derivative security is created from, or whose value depends upon, one or more underlying assets or indices of asset values.

**Dealer** – A dealer, as opposed to a broker, may act as a principal in all securities transactions, buying and selling for their own account. The dealer may also act as a broker only matching a buyer and seller.

**Delivery Versus Payment (DVP)** – A type of securities transaction in which payment for a security is not made until delivery to the independent safekeeping agent or custodian.

**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 to spread risk.

**Dollar Weighted Average Maturity (WAM)** – The average maturity of all the investments that comprise a portfolio weighted by the book 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 with implicit credit from the US.

**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)** – A self-regulatory private corporation that focuses on regulatory oversight of all securities firms; 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.

**FIRREA** – The Financial Institution Resource, Recovery and Enforcement Act used by the FDIC to determine asset ownership in the event of an institution’s default.

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

**Internal Controls** – An internal 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** – State 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 ] 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 in order to protect the public from fraud. Specific requirements must be met.

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

**Liquidity** – An investment that can be easily and quickly converted to cash. 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** – An entity created under the Interlocal Cooperation Act to invest public funds jointly on behalf of the entities that participate in the pool. 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 requiring a net asset value of \$1 to protect that liquidity.

**Mortgage-Backed Security (MBS)** – Security backed by a pool 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.” The Town would ask for offers to buy securities.

**Par Value** – Face value or principal value of a bond. A security’s par value is multiplied by its coupon rate to determine coupon payment amount.

**Passive Management** – Management of a portfolio which involves building a ladder of securities to meet expected liabilities. Often based on a specific index, the goal is stability not yield enhancement.

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

**Primary Government Securities Dealer (Primary Dealer)** – Designated government securities dealers regulated by the SEC 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 Person Rule** – An investment principle emphasizing the fiduciary responsibilities of investor as an investor and not a speculator. The Standard of Care set by the ACT.

**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/Custody** – Holding of assets (e.g., securities) by a financial institution on behalf of a client. Custody involves a higher level of fiduciary responsibility.

**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 which carry the full faith and credit of the US. T-Bills are always sold at a discount and pay at maturity. The accretion (earnings) is equal to the face value minus the book value over time.

**Treasury Notes** – Intermediate U.S. government debt securities with maturities of one to 30 years. Treasury notes, or T-notes, are generally issued in terms of 2, 3, 5, 7, 10 and 30 years. The longest currently being issued is called the “T-Bond.” They have a fixed coupon rate and pay interest every six months until they mature.

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

**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 yields on the current Treasury issues in the market at a given point in time. A normal yield curve may be alternatively referred to as an upwardly sloping yield curve.

**Yield-to-Maturity** – The yield generated 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.

**Appendix “B”**

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

**Adopted 05/14/24**

FHN Financial  
Great Pacific Securities  
Multi-Bank Securities, Inc.  
RBC Capital Markets  
SAMCO Capital Markets  
Stifel Nicolas & Co.  
Wells Fargo Securities

## **Appendix “C”**

### **Texas Government Code Chapter 2256. Public Funds Investment Act, the “ACT”**

The most up to date version of the Public Funds Investment Act may be found online at:

<https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2256.htm>



## PROSPER POLICY CHANGES RECOMMENDED

### Overall

1. Separation of Town and PEDC policies

### Compliance

1. Added annual adoption of strategies required by law.
2. Added internal control section incorporating scattered items in existing policy by adding DVP, competitive bidding, added to requirement for monitoring credit ratings.
3. Added the training requirements for investment officers per law.
4. Clarified that disclosure to TX Ethics Commission is only on certain levels per statute.
5. Added Town Council responsibilities.

### Strategy

1. Sets maximum WAM at 2 years.
2. Sets maximum maturity at 3 years.
3. Changed public trust from an objective to general statement and added diversification as objective.
4. Replaced 'rate of return' with 'yield' throughout to indicate non-trading strategy to indicate a pro-active but conservative, buy-and-hold strategy.
5. Set risk benchmark for entire portfolio at 1 year.
6. Separated US securities and muni securities (A rating) in authorized investment list for clarity.
7. Added insured/collateralized deposits at any TX bank to authorized investment list.
8. Required money market mutual funds be \$1 NAV and AAA rated.
9. Defined pools as only those with \$1 NAV as well as AAA-rated.
10. Added A1/P1 commercial paper to 270 days.
11. Added the need for cash flow forecasting as the basis for decision-making.
  - a. Added that CIP funds are to be based on cash flow.
  - b. Added that on debt service funds the strategy would include that each succeeding debt must be totally funded before extension.
12. Added pro-active and ladder policy – allowed for commingling of funds for investment purposes.

### Streamline

1. Added cite references to PFIA and PFCA for clarification and reference.
2. Added that prior owned securities need not be liquidated if becoming un-authorized per PFIA.
3. Added to TX depository requirements.
4. Added custody option to safekeeping.
5. Clarified definition of brokered CD securities and requirements for monitoring FDIC coverage for these securities.
6. Added all new collateral policy terms including authorized collateral, margin of 102%, FIRREA requirement and addressed substitution, differentiated collateral for banks and under repo.
7. Added section on broker/dealers requirements.



## POLICE DEPARTMENT

**To: Mayor and Town Council**

**From: Whitney Rehm, Budget Officer & Grants Administrator**

**Through: Mario Canizares, Town Manager  
Doug Kowalski, Chief of Police**

**Re: FY 2025 MVCPA Taskforce Grant Program Grant Application**

**Town Council Meeting – May 14, 2024**

**Strategic Visioning Priority: 4. Provide Excellent Municipal Services**

**Agenda Item:**

Consider and act upon a resolution authorizing the Town Manager, and/or his/her designee, to apply for the FY 2025 Motor Vehicle Crime Prevention Authority Taskforce Grant Program.

**Description of Agenda Item:**

The Motor Vehicle Crime Prevention Authority (MVCPA) authorized the issuance of the Fiscal Year 2025 Request for Applications (RFA) for the Motor Vehicle Task Force Grants. MVCPA is authorized in statute to provide grants to local law enforcement to combat motor vehicle theft, burglary from a motor vehicle and/or fraud-related motor vehicle crime.

To help motor vehicle theft and other vehicle crimes in the Town of Prosper, the Police Department is asking for approval to request 2 Detective positions at an estimated cost of \$507,000, 2 DFRs (Drone Flight Ready) at \$150,000.00, and 64 Flock Cameras at \$208,000, for a total ask of \$865,000.

These equipment requests will complement, as well as expand, our existing Flock Safety Program footprint and allow our officers to solve crimes expeditiously. The Detective Positions will work in a task force environment led by Prosper Police Department and work with several agencies to combat motor vehicle theft and other crimes.

This grant is funded up to 80 percent if selected by the Motor Vehicle Crime Prevention Authority. The Town of Prosper will be responsible for initially funding the equipment and positions out of the General Fund, and the MVCPA will reimburse the Town of Prosper quarterly, subject to compliance with standard and special conditions as contained in the Statement of Grant Award (SGA), at the agreed rate for all allowable, reasonable, and necessary program costs incurred.

**Budget Impact:**

The total funds requested will be approximately \$865,000.00 and will be funded from the Police Department’s General Fund accounts.

**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. Solicitation
3. Quotes

**Town Staff Recommendation:**

Town staff recommends the Town Council approve a resolution authorizing the Town Manager, and/or his/her designee, to apply for the FY 2025 Motor Vehicle Crime Prevention Authority Taskforce Grant Program and approve the authorization to accept the FY 2025 Motor Vehicle Crime Prevention Authority Taskforce Grant Program, if awarded. A future budget amendment will be requested to account for the grant income and to allocate funding for this project.

**Proposed Motion:**

I move to accept a resolution authorizing the Town Manager, and/or his/her designee, to apply for the FY 2025 Motor Vehicle Crime Prevention Authority Taskforce Grant Program and approve the authorization to accept the FY 2025 Motor Vehicle Crime Prevention Authority Taskforce Grant Program, if awarded.

**TOWN OF PROSPER, TEXAS**

**RESOLUTION NO. 2024-XX**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, AUTHORIZING THE TOWN TO SUBMIT A GRANT APPLICATION TO THE MOTOR VEHICLE CRIME PREVENTION AUTHORITY FOR THE FY 2025 TASKFORCE GRANT PROGRAM; MAKING FINDINGS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Prosper finds it in the best interests of the citizens of the Town of Prosper (“Town”) that the Town submit a grant application for the FY25 Taskforce Grant Program to be funded by the Motor Vehicle Crime Prevention Authority Taskforce Grant Program for the 2025 fiscal year; and

**WHEREAS**, under the provisions of the Texas Transportation Code Chapter 1006 and Texas Administrative Code Title 43; Part 3; Chapter 57, entities are eligible to receive grants from the Motor Vehicle Crime Prevention Authority to provide financial support to law enforcement taskforces and agencies for economic motor vehicle theft and fraud-related motor vehicle crime enforcement teams; and

**WHEREAS**, this grant program will assist this jurisdiction to combat motor vehicle theft, motor vehicle burglary and fraud-related motor vehicle crime; and

**WHEREAS**, the Town agrees to provide applicable matching funds for said project as required by the Motor Vehicle Crime Prevention Authority grant application; and

**WHEREAS**, the Town agrees that in the event of the loss or misuse of the grant funds, the Town agrees and assures that the funds will be returned to the Motor Vehicle Crime Prevention Authority in full; and

**WHEREAS**, the Town designates the Budget Officer & Grants Administrator as the Authorized Official to apply for, accept, reject, alter, or terminate the grant application for the Motor Vehicle Crime Prevention Authority Grant Program and all other necessary documents to accept said grant on behalf of the Town; and

**WHEREAS**, the Town designates that Jon Kundak, Detective, is designated as the Program Director and Marcus Northcutt, Senior Accountant, is designated as the Financial Officer for this grant.

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

**SECTION 1**

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

**SECTION 2**

The Town Council of the Town of Prosper does hereby approve the submission of the

grant application for the Motor Vehicle Crime Prevention Authority FY 2025 Taskforce Grant Program.

**SECTION 3**

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

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS THE \_\_\_ DAY OF \_\_\_\_\_, 2024.**

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

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

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



**Motor Vehicle Crime Prevention Authority**  
**Fiscal Year 2025 Request for Applications – Taskforce Grants**  
**April 12, 2024**

**Notice of Request for Applications**

The Motor Vehicle Crime Prevention Authority (MVCPA) authorized the issuance of the Fiscal Year **2025** Request for Applications (RFA) MVCPA is authorized in statute to provide grants to local law enforcement to combat motor vehicle theft, burglary from a motor vehicle and/or fraud-related motor vehicle crime. Eligible applicants may request funds for program operation by submission of an application consistent with the information, including the requirements and conditions stated in this RFA. This RFA is posted in the Texas Register as required by law for at least thirty (30) days prior to the due date for Applications.

**All applications submitted will be for FY2025.** If **previously** awarded an FY2024 grant the MVCPA may provide a FY2025 grant subject to availability of funding and grantees' positive program performance. The MVCPA will use the same FY2024 application and budget values as originally submitted for the additional period. Any ongoing program (scope) changes or budget changes will be submitted by grantees through the grant adjustment process after the creation of the second-year grants.

**Due Date**

Grant Applications from eligible applicants must be completely submitted on-line at <https://MVCPA.tamu.edu> on or before **5:00 PM, May 28, 2024**. **First time applicants must establish an account and perform account setup steps prior to an application being able to be submitted.**

The required Resolution and any optional supporting documents must be scanned and submitted as attachments to the application at <https://MVCPA.tamu.edu> on or before **5:00 PM, May 28, 2024**.

**Applicable Authority and Rules**

Motor Vehicle Crime Prevention Authority grant programs are governed by the following statutes, rules, standards and guidelines:

- [Texas Transportation Code Chapter 1006](#)
- [Texas Administrative Code \(TAC\): Title 43; Part 3; Chapter 57](#)
- [Texas Grant Management Standards \(TxGMS\) as promulgated by the Texas Comptroller of Public Accounts](#)
- [The current Motor Vehicle Crime Prevention Authority Grant Administrative Manual and any subsequent adopted grantee instruction manuals](#)
- This Request for Applications issued on April 12, 2024

**Eligible Applicants**

Only Texas law enforcement agencies through their city or county are eligible to apply for Motor Vehicle Crime Taskforce Grants.

Applicants meeting the eligibility requirements may submit a new grant subject to the priority established by

the MVCPA in the FY25 RFA.

**New Grant –Available only to law enforcement agencies.** These are annual grants that require a minimum cash match of 20% for the program described in the application. New applicants shall email MVCPA at [GrantsMVCPA@txdmv.gov](mailto:GrantsMVCPA@txdmv.gov) from an official governmental agency email account to request an account and access be established.

### **Grant Type**

Reimbursement – This is a total program budget reimbursement grant. Applicants that are awarded grants will expend local (agency) funds and then will be reimbursed quarterly, subject to compliance with standard and special conditions as contained in the Statement of Grant Award (SGA), at the agreed rate for all allowable, reasonable, and necessary program costs incurred.

### **Grant Term**

The FY2025 grant cycle is a one (1) year funding cycle to begin on September 1, 2024, and end August 31, 2025. For those grantees you previously were awarded a FY2024 grant, subject to availability of funding and grantees' positive program performance the MVCPA may provide an FY2025 grant using the same on-line application systems and budget values as originally submitted. No obligations or expenses may be incurred or made outside of the grant period(s).

### **Method of Application**

Grant Applications from eligible applicants shall be completely submitted on-line at <https://MVCPA.tamu.edu> on or before 5:00 PM, May 28, 2024. All forms will be completed on-line. The Resolution and all supporting documents must be submitted as attachments.

### **Resolution Required**

A Resolution (Order or Ordinance) by the applicant governing body is required to make application for these funds. The Resolution shall provide that the governing body applies for the funds for the purpose provided in statute (*Texas Transportation Code, Chapter 1006*) to return the grant funds in the event of loss or misuse and designate the officials that the governing body chooses as its agents to make uniform assurances and administer the grant if awarded.

Only the governing body submitting an application needs to adopt and submit a Resolution. Participating jurisdictions in multi-agency taskforces shall agree and commit to the grant through interagency agreements as provided under Texas Local Government Code Chapter 362, Texas Government Code Chapter 791 and TxGMS.

In the event a governing body has delegated the application authority to a city manager, chief of police, sheriff or other official then applicants must submit on-line a copy of the delegation order (documentation) along with the Resolution signed by the official. A sample Resolution is attached as Appendix A.

### **Program Category**

To be eligible for consideration for funding, a taskforce grant application must be designed to support one or more of the following MVCPA program categories (43 TAC §57.14):

**Law Enforcement, Detection, and Apprehension** - provide financial support to law enforcement agencies for economic motor vehicle theft and fraud-related motor vehicle crime enforcement teams (referred to as

taskforces). Taskforces will develop organized methods to combat motor vehicle theft, burglary of a vehicle and fraud-related motor vehicle crime through the enforcement of law. This may include recovery of vehicles, clearance of cases, arrest of law violators, and disruption of organized motor vehicle crime. This category includes development of uniform programs to prevent stolen motor vehicles from entering into Mexico or being removed from Texas through outbound seaports.

**Prosecution/Adjudication/Conviction** - provide financial support for taskforces to work with prosecutors and the judiciary to implement programs designed to reduce the incidence of motor vehicle theft, burglary of a motor vehicle and fraud-related motor vehicle crime.

**Prevention, Anti-Theft Devices and Automobile Registration** - provide financial support for taskforces to work with organizations and communities to reduce the incidence of motor vehicle theft, burglary of a motor vehicle and/or fraud-related motor vehicle crime. The application shall demonstrate how the financial support will assist automobile owners to reduce motor vehicle theft, burglary of a motor vehicle and fraud-related motor vehicle crime.

**Reduction of the Sale of Stolen Vehicles or Parts** - provide financial support for taskforces to work with businesses, organizations, and communities to reduce the sale of stolen vehicles or parts. Applicants will develop organized methods to combat the sale of stolen vehicles and parts using any of the following: vehicle identification number (VIN) inspection; inspections of motor vehicle part and component distribution enterprises; parts labeling and etching methods; and means to detect the fraudulent selling of stolen parts.

**Educational Programs and Marketing** – provide financial support for taskforces to work with individuals, businesses, organizations, and communities to assist automobile owners in preventing motor vehicle theft, burglary of a motor vehicle and fraud-related motor vehicle crime. Develop and provide specialized training or education program(s) to: the public on motor vehicle crime prevention, law enforcement on interdiction and prosecution, and government officials on fraud-related motor vehicle crime prevention, including title and registration fraud.

### **Priority Funding**

The MVCPA enabling statute provides that the “the authority shall allocate grant funds primarily based on the number of motor vehicles stolen in, or the motor vehicle burglary or theft rate across, and the number of fraud-related motor vehicle crimes committed in the state rather than based on geographic distribution.” (TTC Section 1006.151, (c). In addition, the following grant features will be given priority consideration in evaluating new grant applications:

**Continuing Funded Programs in Compliance with MVCPA Grant Conditions**– Applications that provide for the continuation of existing programs that currently meet the program and fiscal reporting conditions of the MVCPA. Applicants must provide ongoing need and evidence of their progress and impactful performance toward combatting motor vehicle theft, burglary of a motor vehicle and/or fraud-related motor vehicle crime. The applicant must describe the experience and qualifications of investigators used in the program and how utilization of current grant inventory and resources for continued operation of these specialized investigative grant programs are useful for the state and local governments.

**Programs to Combat Organized Economic Crime** – Applications for economic motor vehicle theft and fraud-related motor vehicle crime enforcement teams that introduce, increase, or expand efforts to combat organized crime.



**Border and Port Security** – Applications that provide specific initiatives to identify and prevent stolen vehicles from crossing the border using automatic license plate readers, training of local state and federal personnel in the identification of stolen vehicles, and bridge and port inspections.

**Use of Technology** – Applications that incorporate automatic license plate reader programs, surveillance equipment and other uses of technology to increase the number of stolen vehicles recovered and the number of persons arrested for motor vehicle crimes.

**Theft of Parts from a Motor Vehicle** – Applications that incorporate a reasonable, objective plan to combat and prevent the theft of catalytic converters.

**Dedicated Prosecutors** – Applications that incorporate a dedicated prosecutor to increase the priority of motor vehicle crime case prosecutions and decrease the number of repeat offenders through successful prosecution efforts.

### **Supporting Documents**

Documents that provide evidence of local support or commitment from other officials or agencies for the application may be submitted following the same instructions as the Resolution. Interagency agreements shall be submitted prior to payments being authorized if an award is made. MVCPA recommends that interagency agreements be completed after award determinations are made to ensure correct amounts are reflected in those agreements. All interagency agreements must meet the conditions and elements required in the TxGMS.

### **Supplanting Prohibited**

Grant funds provided by the Authority under this RFA shall not be used to supplant federal, state or local funds that otherwise would be available for the same purposes (Texas Administrative Code Title 43, §57.9). Supplanting means the replacement of other funds with MVCPA grant funds. This shall include using existing resources already available to a program activity as cash match.

### **Cash Match Requirement**

All applications for programs must provide at least a twenty (20%) percent cash match (Texas Administrative Code Title 43 §57.36). Multijurisdictional agencies must provide details for the method of cash match in intergovernmental agreements (*Texas Government Code, Chapter 791*). Cash match must meet the requirements provided in TxGMS.

#### Formulas to calculate cash match:

1. Total MVCPA grant funds requested multiplied by percent of match required = Total Amount of Cash Match Required
2. Total Program Cost minus Total Cash Match Required = Total Authority Grant Request

**NICB in Lieu of Cash** – Applicants may enter into formal agreements with the National Insurance Crime Bureau (NICB) to work on grant funded activities. The amount of salary and other direct costs related to the work on grant activity provided by the NICB may be counted and reported as in lieu of cash match. Time certifications are required to be made by the employee for these positions as required by TXGMS Applicants must meet the obligation expressed as cash match in the event NICB cannot meet its obligation.

### **In-Kind Match**

Only include in-kind if necessary for the local jurisdiction. In-kind contributions shall not be considered cash match. In-kind match may be used to: 1) reflect the total level of jurisdictions' effort/costs to combat motor vehicle crime; 2) reflect how the grant program fits into jurisdictions' operation; 3) effectively operate a single program with multiple funding streams; and/or 4) contributions from the applicant or third parties that are for grant funded activity. Costs in detail line items shall not be split between in-kind match and cash match or grant funding. For example, the entire salary of an officer shall be placed in one expense type rather than split between grant/cash match costs and in-kind.

### Reporting and Webinar Attendance Requirements

Applicants that are awarded grants will be required to provide:

**Quarterly Progress Reports** - The MVCPA requires submission of quarterly progress reports to demonstrate progress toward meeting goals and activities provided in the grant application. These include: 1) Monthly progress toward statutorily required performance measures; 2) Monthly progress recorded on the Goals, Strategies and Activities report; and 3) Quarterly Summary and Success section. Grantees designated as Border/Port Security grants are required to complete additional sections required by the Texas Legislature.

**Quarterly Financial Reports** – Reports of actual expenses are provided to request funds. All expenditures must be in accordance with local policies and procedures and grant requirements. Grantees shall review all expenditures, ensure all applicable regulations are followed, and maintain documentation that is accurate and complete. All expenses must be supported by appropriate documentation.

**Webinar Attendance:** One grant representative from the applicant agency will attend a monthly session via teleconference or webinar that includes information on MVCPA grant administration.

One law enforcement officer is required to attend the information sharing and networking sessions on law enforcement issues and other MVCPA issues critical to the successful operation of an MVCPA taskforce.

### Funding Requirements and Conditions

- a) State Funds Availability – All awards by the MVCPA are subject to availability of state funds.
- b) Right of Refusal –The Authority reserves the right to reject any or all of the applications submitted.
- c) Awards – Publishing the RFA does not legally obligate the Authority to fund any programs.
- d) Partial Funding – The Authority may choose to offer funds for all, or any portion of a program submitted in an application.
- e) Substitution –The Authority may offer alternative funding sources, special conditions, or alternative program elements in response to submitted Applications.
- f) Application Required –Registration for on-line access is required. The MVCPA is not responsible for applicants that cannot complete the registration and application process on-time.
- g) No Alternative Application Submission - Paper applications and requests for funding are not accepted in lieu of the on-line grant application process.
- h) Review Criteria–Authority staff and designated MVCPA Board member(s) will review each grant using subjective and objective tools and comparative analysis. The weight given to each section or combination of sections is at the sole discretion of the Authority.
- i) Questions and Clarification –During the review period, the applicant may be contacted by Authority staff to ask questions or to seek clarification regarding information provided in the application. Failure to promptly respond will not disqualify an applicant, but information that is submitted after the review period may not be considered.
- j) Final Selection –The Authority may select and award programs that best meet the statutory

purposes and that reflect its current priorities. No appeal may be made from the Authority's decisions.

- k) Changes in Application –If an applicant proposes changes to be made in the program type or participation of jurisdictions after an award is determined, then the Authority will review the changes and may make modifications (including the amount) or cancel the award as deemed appropriate to the Authority.
- l) Delayed Start –An applicant that is awarded a grant and that does not begin operations within 45 days of the beginning of the grant term is considered terminated.
- m) Application instructions – the MVCPA provides additional details and instructions in the on-line application system that are incorporated by reference as part of this RFA and must be followed during the application and award process.
- n) Program Income – is defined in the TxGMS. Current grantees carrying forward program income from prior years will follow the new rules established by the Texas Comptroller and MVCPA Grant Administrative Manual. Budgeted use of Program Income should be specified in the grant budget detail, narrative, and source of income table for FY25
- o) TCOLE Certifications Required –All law enforcement agencies regulated by Chapter 1701, Occupations Code must certify that they are in compliance with the Texas Commission on Law Enforcement standards or provide a certification from the Texas Commission on Law Enforcement that states that the requesting agency is in the process of achieving compliance with said rules.

#### **Selection Process:**

Eligible applications will be reviewed. Grant award decisions by MVCPA are final and not subject to judicial review. Grants will be awarded on or before September 1, 2024.

Applications that do not meet the stated requirements of this RFA and that are not eligible for review will be notified ten (10) working days after the due date.

#### **Application Workshop**

Potential applicants are requested to attend the on-line “Motor Vehicle Crime Prevention Authority Grant Application Workshop” which has been scheduled for: **May 8, 2024, from 9 AM to 11 AM. Join by using the following links:**

THIS MEETING WILL BE HELD REMOTELY VIA

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## **Microsoft Teams** [Need help?](#)

### **[Join the meeting now](#)**

Meeting ID: 229 784 377 498

Passcode: K4pNom

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#### **Dial-in by phone**

[+1 737-787-8456,,929327163#](#) United States, Austin

[Find a local number](#)

Phone conference ID: 929 327 163#

For organizers: [Meeting options](#) |

The informational session will provide details on the grant Application process including grant eligibility requirements, completing the various Application sections, and the grant cycle timeline. At least one representative of the potential grant applicant should be present at this workshop.

**Contact Person**

William Diggs, MVCPA Director,  
Texas Motor Vehicle Crime Prevention Authority  
4000 Jackson Avenue  
Austin, Texas 78731  
(512) 465-1485

[GrantsMVCPA@txdmv.gov](mailto:GrantsMVCPA@txdmv.gov)

Issued in Austin, Texas on April 12, 2024

William Diggs, MVCPA Director

**MVCPA Application Checklist**

Each Applicant must:

- 1) Complete the on-line Application on or before **5:00 PM, May 28, 2024;**
- 2) Complete the Resolution with the city or county and attach with other supporting documents on or before **5:00 PM, May 28, 2024**

**Appendix A**  
**Updated Sample Motor Vehicle Crime Prevention Authority Resolution**

Applicants must use the language below to meet the minimum legal elements to execute an agreement with the MVCPA through the grant application process. Cities and counties not wanting to use the sample below must address all the legal elements contained herein.

2025 Blank City/ County Resolution or Order or Ordinance  
**Motor Vehicle Crime Prevention Authority**

**2025 BLANK Resolution**

**Taskforce Grant Program**

WHEREAS, under the provisions of the Texas Transportation Code Chapter 1006 and Texas Administrative Code Title 43; Part 3; Chapter 57, entities are eligible to receive grants from the Motor Vehicle Crime Prevention Authority to provide financial support to law enforcement agencies for economic motor vehicle theft and fraud-related motor vehicle crime enforcement teams; and

WHEREAS, this grant program will assist this jurisdiction to combat motor vehicle theft, motor vehicle burglary and fraud-related motor vehicle crime; and

WHEREAS, BLANK has agreed that in the event of loss or misuse of the grant funds, BLANK assures that the grant funds will be returned in full to the Motor Vehicle Crime Prevention Authority.

NOW THEREFORE, BE IT RESOLVED and ordered that TITLE, is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Motor Vehicle Crime Prevention Authority Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that TITLE, is designated as the Program Director and TITLE, is designated as the Financial Officer for this grant.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_

NAME  
TITLE: County Judge /Mayor/ City Manager

## Flock Safety + TX - Prosper PD

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Flock Group Inc.  
1170 Howell Mill Rd, Suite 210  
Atlanta, GA 30318

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MAIN CONTACT:  
James Allen  
james.allen@flocksafety.com  
(972) 561-6737

Created Date: 04/12/2024  
Expiration Date: 04/05/2024  
Quote Number: Q-71250  
PO Number:



### Budgetary Quote

This document is for informational purposes only. Pricing is subject to change.

Bill To: 101 S Main St Prosper, Texas 75078

Ship To: 101 S Main St Prosper, Texas 75078

Billing Company Name: TX - Prosper PD  
 Billing Contact Name:  
 Billing Email Address:  
 Billing Phone:

Subscription Term: 12 Months  
 Payment Terms: Net 30  
 Retention Period: 30 Days  
 Billing Frequency: Annual Plan - First Year Invoiced at Signing.

#### Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
<b>Flock Safety Platform</b>			<b>\$68,000.00</b>
<b>Flock Safety Flock OS</b>			
FlockOS™ 911	Included	1	Included
<b>Flock Safety LPR Products</b>			
Flock Safety Falcon®	Included	16	Included

#### Professional Services and One Time Purchases

Item	Cost	Quantity	Total
<b>One Time Fees</b>			
<b>Flock Safety Professional Services</b>			
Professional Services - Standard Implementation Fee	\$650.00	16	\$10,400.00

<b>Subtotal Year 1:</b>	\$78,400.00
<b>Annual Recurring Subtotal:</b>	\$68,000.00
<b>Estimated Tax:</b>	\$0.00
<b>Contract Total:</b>	\$78,400.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This is not an invoice – this document is a non-binding proposal for informational purposes only. Pricing is subject to change.

Billing Schedule	Amount (USD)
<b>Year 1</b>	
At Contract Signing	\$78,400.00
<b>Annual Recurring after Year 1</b>	\$68,000.00
<b>Contract Total</b>	\$78,400.00

\*Tax not included

Item 11.



## Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

## FlockOS Features & Description

FlockOS Features	Description
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## Flock Safety + TX - Prosper PD

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Flock Group Inc.  
1170 Howell Mill Rd, Suite 210  
Atlanta, GA 30318

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MAIN CONTACT:  
James Allen  
james.allen@flocksafety.com  
(972) 561-6737

Created Date: 03/01/2024  
Expiration Date: 03/31/2024  
Quote Number: Q-70578  
PO Number:



### Budgetary Quote

This document is for informational purposes only. Pricing is subject to change.

Bill To: 101 S Main St Prosper, Texas 75078

Ship To: 101 S Main St Prosper, Texas 75078

Billing Company Name: TX - Prosper PD

Subscription Term: 12 Months

Billing Contact Name:

Payment Terms: Net 30

Billing Email Address:

Retention Period: 30 Days

Billing Phone:

Billing Frequency: Annual Plan - First Year Invoiced at Signing.

#### Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$0.00

#### Professional Services and One Time Purchases

Item	Cost	Quantity	Total
<b>One Time Fees</b>			
<b>Flock Safety Professional Services</b>			

Custom Recurring Subscription	\$20,000.00	1	\$20,000.00
Custom Recurring Subscription	\$21,000.00	1	\$21,000.00

<b>Subtotal Year 1:</b>	\$41,000.00
<b>Annual Recurring Subtotal:</b>	\$0.00
<b>Estimated Tax:</b>	\$0.00
<b>Contract Total:</b>	\$41,000.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This is not an invoice – this document is a non-binding proposal for informational purposes only. Pricing is subject to change.

Billing Schedule	Amount (USD)
<b>Year 1</b>	
At Contract Signing	\$41,000.00
<b>Annual Recurring after Year 1</b>	\$0.00
<b>Contract Total</b>	\$41,000.00

\*Tax not included

Item 11.

## Product and Services Description

Flock Safety Platform Items	Product Description
One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

## FlockOS Features & Description

**Package:** Community

FlockOS Features	Description
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## Flock Safety + TX - Prosper PD

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Flock Group Inc.  
1170 Howell Mill Rd, Suite 210  
Atlanta, GA 30318

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MAIN CONTACT:  
James Allen  
james.allen@flocksafety.com  
(972) 561-6737

Created Date: 03/01/2024  
Expiration Date: 03/31/2024  
Quote Number: Q-70549  
PO Number:



### Budgetary Quote

This document is for informational purposes only. Pricing is subject to change.

Bill To: 101 S Main St Prosper, Texas 75078

Ship To: 101 S Main St Prosper, Texas 75078

Billing Company Name: TX - Prosper PD  
 Billing Contact Name:  
 Billing Email Address:  
 Billing Phone:

Subscription Term: 12 Months  
 Payment Terms: Net 30  
 Retention Period: 30 Days  
 Billing Frequency: Annual Plan - First Year Invoiced at Signing.

#### Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$0.00

#### Professional Services and One Time Purchases

Item	Cost	Quantity	Total
<b>One Time Fees</b>			
<b>Flock Safety Professional Services</b>			
Custom Recurring Subscription	\$75,000.00	1	\$75,000.00

<b>Subtotal Year 1:</b>	\$75,000.00
<b>Annual Recurring Subtotal:</b>	\$0.00
<b>Estimated Tax:</b>	\$0.00
<b>Contract Total:</b>	\$75,000.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This is not an invoice – this document is a non-binding proposal for informational purposes only. Pricing is subject to change.

Billing Schedule	Amount (USD)
<b>Year 1</b>	
At Contract Signing	\$75,000.00
<b>Annual Recurring after Year 1</b>	\$0.00
<b>Contract Total</b>	\$75,000.00

\*Tax not included

Item 11.



## Product and Services Description

Flock Safety Platform Items	Product Description
One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

## FlockOS Features & Description

**Package:** Community

FlockOS Features	Description
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## Flock Safety + TX - Prosper PD

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Flock Group Inc.  
1170 Howell Mill Rd, Suite 210  
Atlanta, GA 30318

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MAIN CONTACT:  
James Allen  
james.allen@flocksafety.com  
(972) 561-6737

Created Date: 03/06/2024  
Expiration Date: 02/25/2024  
Quote Number: Q-63254  
PO Number:



### Budgetary Quote

This document is for informational purposes only. Pricing is subject to change.

Bill To: 101 S Main St Prosper, Texas 75078

Ship To: 101 S Main St Prosper, Texas 75078

Billing Company Name: TX - Prosper PD

Subscription Term: 24 Months

Billing Contact Name:

Payment Terms: Net 30

Billing Email Address:

Retention Period: 30 Days

Billing Phone:

Billing Frequency: Annual Plan - First Year Invoiced at Signing.

#### Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
<b>Flock Safety Platform</b>			<b>\$3,600.00</b>
<b>Flock Safety Video Products</b>			
Flock Safety Wing™ VMS	Included	150	Included

#### Professional Services and One Time Purchases

Item	Cost	Quantity	Total
<b>One Time Fees</b>			

<b>Subtotal Year 1:</b>	\$3,600.00
<b>Annual Recurring Subtotal:</b>	\$3,600.00
<b>Discounts:</b>	\$1,800.00
<b>Estimated Tax:</b>	\$0.00
<b>Contract Total:</b>	\$7,200.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This is not an invoice – this document is a non-binding proposal for informational purposes only. Pricing is subject to change.

Billing Schedule	Amount (USD)
<b>Year 1</b>	
At Contract Signing	\$3,600.00
<b>Annual Recurring after Year 1</b>	\$3,600.00
<b>Contract Total</b>	\$7,200.00

\*Tax not included

Discounts Applied	Amount (USD)
Flock Safety Platform	\$1,800.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$0.00

## Product and Services Description

Flock Safety Platform Items	Product Description
One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

## FlockOS Features & Description

**Package:** Community

FlockOS Features	Description
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## Flock Safety + TX - Prosper PD

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Flock Group Inc.  
1170 Howell Mill Rd, Suite 210  
Atlanta, GA 30318

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MAIN CONTACT:  
James Allen  
james.allen@flocksafety.com  
(972) 561-6737

Created Date: 03/01/2024  
Expiration Date: 03/13/2024  
Quote Number: Q-66400  
PO Number:

# flock safety

## Budgetary Quote

This document is for informational purposes only. Pricing is subject to change.

Bill To: 101 S Main St Prosper, Texas 75078

Ship To: 101 S Main St Prosper, Texas 75078

Billing Company Name: TX - Prosper PD

Subscription Term: 12 Months

Billing Contact Name:

Payment Terms: Net 30

Billing Email Address:

Retention Period: 30 Days

Billing Phone:

Billing Frequency: Annual Plan - First Year Invoiced at Signing.

### Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$0.00

### Professional Services and One Time Purchases

Item	Cost	Quantity	Total
<b>One Time Fees</b>			
<b>Flock Safety Professional Services</b>			
Custom Recurring Subscription	\$500.00	48	\$24,000.00

<b>Subtotal Year 1:</b>	\$24,000.00
<b>Annual Recurring Subtotal:</b>	\$0.00
<b>Estimated Tax:</b>	\$0.00
<b>Contract Total:</b>	\$24,000.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This is not an invoice – this document is a non-binding proposal for informational purposes only. Pricing is subject to change.

Billing Schedule	Amount (USD)
<b>Year 1</b>	
At Contract Signing	\$24,000.00
<b>Annual Recurring after Year 1</b>	\$0.00
<b>Contract Total</b>	\$24,000.00

\*Tax not included

Item 11.



## Product and Services Description

Flock Safety Platform Items	Product Description
One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

## FlockOS Features & Description

**Package:** Community

FlockOS Features	Description
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## ADMINISTRATION

**To: Mayor and Town Council**

**From: Chuck Ewings, Assistant Town Manager**

**Through: Mario Canizares, Town Manager**

**Re: Ordinance Dissolving Prosper Management District No. 1**

**Town Council Meeting – May 14, 2024**

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### Strategic Visioning Priority: 4. Provide Excellent Municipal Services

**Agenda Item:**

Consider and act upon an ordinance dissolving the Prosper Management District No. 1 pursuant to Section 3886.251 of the Texas Special District Local Laws Code.

**Description of Agenda Item:**

During the development of Windsong Ranch, the developer requested the creation of a Municipal Management District (MMD) to support the construction of infrastructure to serve the development. In 2009, the legislature authorized the creation of Prosper Management District No. 1.

Ultimately, the MMD was not utilized to fund infrastructure. The Town and the Windsong developers primarily utilized development agreements for the reimbursement of impact fees for major infrastructure projects. Currently, there are no debt obligations and no plans to utilize this special district to finance public improvements.

The Windsong developer has requested to be released from the obligations of the management district and staff recommends doing so by dissolving the district.

**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. Proposed Ordinance
2. Legislation Creating District
3. Boundary Map

**Town Staff Recommendation:**

Town Staff recommends approving an ordinance dissolving the Prosper Management District No. 1 pursuant to Section 3886.251 of the Texas Special District Local Laws Code.

**Proposed Motion:**

I move to approve/deny an ordinance dissolving Prosper Management District No. 1 pursuant to Section 3886.251 of the Texas Special District Local Laws Code.

## TOWN OF PROSPER, TEXAS

ORDINANCE NO. 2024-\_\_\_

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, DISSOLVING PROSPER MANAGEMENT DISTRICT NO. 1, PURSUANT TO SECTION 3886.251 OF THE TEXAS SPECIAL DISTRICT LOCAL LAWS CODE; MAKING FINDINGS; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.**

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

**WHEREAS**, on or about June 19, 2009, Governor Rick Perry signed House Bill 4752, as passed by the 81st Legislature, Regular Session, of the State of Texas; and

**WHEREAS**, House Bill 4752 authorized the creation of Prosper Management District No. 1, a management district created under Sections 52 and 52-a, Article III, and Section 59, Article XVI, of the Texas Constitution, to be effective September 1, 2009; and

**WHEREAS**, House Bill 4752, now codified in Chapter 3886 of the Texas Special District Local Laws Code ("Code"), provides under Section 3886.251 of said Code that the Prosper Management District No. 1 may be dissolved by the Town by ordinance as long as the District's outstanding indebtedness or contractual obligations that are payable from ad valorem taxes have been repaid or discharged; and

**WHEREAS**, the Prosper Management District No. 1 has not executed any project development agreements with the Town, as contemplated by Section 3886.104 of the Code; has issued no debt; has no contractual obligations of any nature; has assessed no ad valorem taxes; and has undertaken no actions authorized by Chapter 3886 of the Code relative to the purposes outlined in said Chapter; and

**WHEREAS**, the Town Council has determined it is in the best interests of the Town and its residents that Prosper Management District No. 1 be dissolved.

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

**SECTION 1**

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

**SECTION 2**

From and after the effective date of this Ordinance, Prosper Management District No. 1 is hereby dissolved, and the Town Secretary is hereby directed to file a copy of this Ordinance in the real property records of Denton County, Texas.

**SECTION 3**

All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict. Any remaining portion of conflicting ordinances shall remain in full force and effect.

**SECTION 4**

If any section, subsection, clause, phrase or provision of this Ordinance, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unconstitutional, the remaining sections, subsections, clauses, phrases and provisions of this Ordinance, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**SECTION 5**

This Ordinance shall take effect and be in full force from and after its passage and publication, as provided by the Revised Civil Statutes of the State of Texas and the Home Rule Charter of the Town of Prosper, Texas.

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS THE \_\_\_ DAY OF \_\_\_\_\_, 2024.**

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

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



The State of Texas  
Secretary of State

I, HOPE ANDRADE, Secretary of State of the State of Texas, DO  
HEREBY CERTIFY that the attached is a TRUE AND CORRECT copy of House  
Bill 4752, as passed by the 81st Legislature, Regular Session, of the State of  
Texas, as signed by the Governor on June 19, 2009, and as filed in this office on  
June 19, 2009.

Date Issued: September 11, 2009  
HA/SDS/la

A handwritten signature in cursive script, appearing to read "Hope Andrade".

Hope Andrade  
Secretary of State



1 AN ACT  
2 relating to the creation of the Prosper Management District No. 1;  
3 providing authority to impose a tax and issue bonds.

4 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

5 SECTION 1. Subtitle C, Title 4, Special District Local Laws  
6 Code, is amended by adding Chapter 3886 to read as follows:

7 CHAPTER 3886. PROSPER MANAGEMENT DISTRICT NO. 1

8 SUBCHAPTER A. GENERAL PROVISIONS

9 Sec. 3886.001. DEFINITIONS. In this chapter:

- 10 (1) "Board" means the district's board of directors.
- 11 (2) "Director" means a board member.
- 12 (3) "District" means the Prosper Management District  
13 No. 1.
- 14 (4) "Improvement project" means any program or project  
15 authorized by Section 3886.103, inside or outside the district.
- 16 (5) "Town" means the Town of Prosper, Texas.

17 Sec. 3886.002. NATURE OF DISTRICT. The district is a  
18 special district created under Sections 52 and 52-a, Article III,  
19 and Section 59, Article XVI, Texas Constitution.

20 Sec. 3886.003. FINDINGS OF PUBLIC PURPOSE AND BENEFIT. (a)  
21 The district is created to serve a public purpose and benefit.

22 (b) All land and other property included in the district  
23 will benefit from the improvements and services to be provided by  
24 the district under powers conferred by Sections 52 and 52-a,



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1 Article III, and Section 59, Article XVI, Texas Constitution, and  
2 other powers granted under this chapter.

3 (c) The district is created to accomplish the purposes of a  
4 municipal management district as provided by general law and  
5 Sections 52 and 52-a, Article III, and Section 59, Article XVI,  
6 Texas Constitution.

7 (d) The creation of the district is in the public interest  
8 and is essential to:

9 (1) further the public purposes of developing and  
10 diversifying the economy of the state;

11 (2) eliminate unemployment and underemployment; and

12 (3) develop or expand transportation and commerce.

13 (e) The district will:

14 (1) promote the health, safety, and general welfare of  
15 residents, employers, employees, potential employees, visitors,  
16 and consumers in the district, and of the public;

17 (2) provide needed funding for the district to  
18 preserve, maintain, and enhance the economic health and vitality of  
19 the district territory as a community and business center; and

20 (3) promote the health, safety, welfare, and enjoyment  
21 of the public by providing pedestrian ways and by landscaping and  
22 developing certain areas in the district, which are necessary for  
23 the restoration, preservation, and enhancement of scenic beauty.

24 (f) Pedestrian ways along or across a street, whether at  
25 grade or above or below the surface, and street lighting, street  
26 landscaping, parking, and street art objects are parts of and  
27 necessary components of a street and are considered to be a street



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1 or road improvement.

2 (g) The district will not act as the agent or  
3 instrumentality of any private interest even though the district  
4 will benefit many private interests as well as the public.

5 (h) This chapter and the creation of the district may not be  
6 interpreted to relieve the town, Collin County, or Denton County  
7 from providing the level of services provided as of the effective  
8 date of the Act creating this chapter to the area in the district.  
9 The district is created to supplement and not to supplant the town  
10 and county services provided in the district.

11 Sec. 3886.004. INITIAL DISTRICT TERRITORY. (a) The  
12 district is initially composed of the territory described by  
13 Section 2 of the Act creating this chapter.

14 (b) The boundaries and field notes contained in Section 2 of  
15 the Act creating this chapter form a closure. A mistake made in the  
16 field notes or in copying the field notes in the legislative process  
17 does not affect the district's:

18 (1) organization, existence, or validity;

19 (2) right to issue any type of bond for the purposes  
20 for which the district is created or to pay the principal of and  
21 interest on a bond;

22 (3) right to impose a tax; or

23 (4) legality or operation.

24 Sec. 3886.005. ELIGIBILITY FOR INCLUSION IN SPECIAL ZONES.

25 (a) All or any part of the area of the district is eligible to be  
26 included in:

27 (1) a tax increment reinvestment zone created by the

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1 town under Chapter 311, Tax Code;

2 (2) a tax abatement reinvestment zone created by the  
3 town under Chapter 312, Tax Code; or

4 (3) an enterprise zone created by the town under  
5 Chapter 2303, Government Code.

6 (b) If the town creates a tax increment reinvestment zone,  
7 tax abatement reinvestment zone, or enterprise zone under  
8 Subsection (a), the town and the board of directors of the zone, by  
9 contract with the district, may grant money deposited in the tax  
10 increment fund to the district to be used by the district for the  
11 purposes described by Section 380.002(b), Local Government Code,  
12 for money granted to a corporation under that section, including  
13 the right to pledge the money as security for any bonds issued by  
14 the district for an improvement project.

15 [Sections 3886.006-3886.050 reserved for expansion]

16 SUBCHAPTER B. BOARD OF DIRECTORS

17 Sec. 3886.051. GOVERNING BODY; TERMS. (a) The district is  
18 governed by a board of five directors.

19 (b) Directors serve staggered four-year terms, with the  
20 terms of two or three directors expiring on June 1 of each  
21 odd-numbered year.

22 (c) The governing body of the town, by a majority vote,  
23 shall appoint one member of the board.

24 (d) The board shall recommend to the governing body of the  
25 town persons to serve in the other four positions. The board shall  
26 recommend to the governing body of the town the appropriate number  
27 of successor directors before the terms of directors appointed

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1 under this subsection expire. After reviewing the recommendations,  
2 the governing body shall approve or disapprove the directors  
3 recommended by the board. If the governing body is not satisfied  
4 with the recommendations submitted by the board, the board, on the  
5 request of the governing body, shall submit additional  
6 recommendations.

7 (e) Board members may serve successive terms.

8 (f) If any provision of Subsection (c), (d), or (e) is found  
9 to be invalid, the Texas Commission on Environmental Quality shall  
10 appoint the board from recommendations submitted by the preceding  
11 board.

12 Sec. 3886.052. ELIGIBILITY. Except for a director  
13 appointed as provided by Section 3886.051(c) or 3886.056(a), to be  
14 eligible to serve as a director a person must own land in the  
15 district. Section 49.052, Water Code, applies to the district.

16 Sec. 3886.053. VACANCY. (a) The remaining directors shall  
17 fill a vacancy on the board by appointing a person who is eligible  
18 under Section 3886.052.

19 (b) If there are fewer than three directors, the governing  
20 body of the town shall appoint the necessary number of directors to  
21 fill all board vacancies.

22 Sec. 3886.054. DIRECTOR'S OATH AND AFFIRMATION. A  
23 director's oath and affirmation of office shall be filed with the  
24 district, and the district shall retain the oath and affirmation in  
25 the district records.

26 Sec. 3886.055. OFFICERS. The board shall elect from among  
27 the directors a chair, a vice chair, and a secretary.

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1       Sec. 3886.056. INITIAL DIRECTORS. (a) The governing body  
2 of the town shall appoint one initial director not later than the  
3 90th day after the effective date of the Act creating the district.

4       (b) On or after the effective date of the Act creating the  
5 district, the owner or owners of a majority of the assessed value of  
6 the real property in the district may submit a petition to the  
7 governing body of the town requesting that the governing body  
8 appoint as additional initial directors the four persons named in  
9 the petition.

10       (c) If a petition described by Subsection (b) is not  
11 submitted to the governing body of the town not later than the 30th  
12 day after the effective date of the Act creating the district, the  
13 governing body shall appoint as initial directors four additional  
14 persons eligible under Section 3886.052.

15       (d) The four initial directors named in the petition  
16 described by Subsection (b) or appointed under Subsection (c) shall  
17 draw lots to determine which two directors shall serve two-year  
18 terms and which two directors shall serve four-year terms. The  
19 director appointed by the town under Subsection (a) shall serve a  
20 four-year term.

21       (e) This section expires September 1, 2013.

22       [Sections 3886.057-3886.100 reserved for expansion]

23                   SUBCHAPTER C. POWERS AND DUTIES

24       Sec. 3886.101. GENERAL POWERS AND DUTIES. The district has  
25 the powers and duties necessary to accomplish the purposes for  
26 which the district is created.

27       Sec. 3886.102. MUNICIPAL MANAGEMENT DISTRICT POWERS AND

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1 DUTIES. (a) The district has the powers and duties provided by the  
 2 general laws of this state, including Chapter 375, Local Government  
 3 Code, as applicable to municipal management districts created under  
 4 Sections 52 and 52-a, Article III, and Section 59, Article XVI,  
 5 Texas Constitution.

6 (b) The district shall make available a district water or  
 7 wastewater facility to each person who holds a certificate of  
 8 convenience and necessity under Chapter 13, Water Code, for land in  
 9 the district.

10 (c) The district may not provide retail water or wastewater  
 11 services.

12 Sec. 3886.103. IMPROVEMENT PROJECTS. (a) Subject to  
 13 Sections 3886.102(b) and (c), the district may provide, or it may  
 14 enter into contracts with a governmental or private entity to  
 15 provide, the following types of improvement projects located in the  
 16 district or activities in support of or incidental to those  
 17 projects:

18 (1) a supply and distribution facility or system to  
 19 provide potable and town-approved nonpotable water to the residents  
 20 and businesses of the district, including a wastewater collection  
 21 facility;

22 (2) a paved road, street, or turnpike, inside and  
 23 outside the district, to the extent authorized by Section 52,  
 24 Article III, Texas Constitution;

25 (3) the planning, design, construction, improvement,  
 26 and maintenance of:

27 (A) landscaping;

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- 1                   (B) highway right-of-way or transit corridor
- 2 beautification and improvement;
- 3                   (C) lighting, banners, and signs;
- 4                   (D) a street or sidewalk;
- 5                   (E) a hiking and cycling path or trail;
- 6                   (F) a pedestrian walkway, skywalk, crosswalk, or
- 7 tunnel;
- 8                   (G) a park, lake, garden, recreational facility,
- 9 sports facility, open space, scenic area, or related exhibit or
- 10 preserve;
- 11                   (H) a fountain, plaza, or pedestrian mall; or
- 12                   (I) a drainage or storm-water detention
- 13 improvement;
- 14                   (4) protection and improvement of the quality of storm
- 15 water that flows through the district;
- 16                   (5) the planning, design, construction, improvement,
- 17 maintenance, and operation of:
- 18                   (A) a water or sewer facility; or
- 19                   (B) an off-street parking facility or heliport;
- 20                   (6) the planning and acquisition of:
- 21                   (A) public art and sculpture and related exhibits
- 22 and facilities; or
- 23                   (B) an educational and cultural exhibit or
- 24 facility;
- 25                   (7) the planning, design, construction, acquisition,
- 26 lease, rental, improvement, maintenance, installation, and
- 27 management of and provision of furnishings for a facility for:

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- 1                   (A) a conference, convention, or exhibition;
- 2                   (B) a manufacturer, consumer, or trade show;
- 3                   (C) a civic, community, or institutional event;
- 4 or
- 5                   (D) an exhibit, display, attraction, special  
6 event, or seasonal or cultural celebration or holiday;
- 7                   (8) the removal, razing, demolition, or clearing of  
8 land or improvements in connection with improvement projects;
- 9                   (9) the acquisition and improvement of land or other  
10 property for the mitigation of the environmental effects of an  
11 improvement project;
- 12                   (10) the acquisition of property or an interest in  
13 property in connection with an authorized improvement project;
- 14                   (11) a special or supplemental service for the  
15 improvement and promotion of the district or an area adjacent to the  
16 district or for the protection of public health and safety in or  
17 adjacent to the district, including:
  - 18                   (A) advertising;
  - 19                   (B) promotion;
  - 20                   (C) tourism;
  - 21                   (D) health and sanitation;
  - 22                   (E) public safety;
  - 23                   (F) security;
  - 24                   (G) fire protection or emergency medical  
25 services;
  - 26                   (H) business recruitment;
  - 27                   (I) development;

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1                   (J) elimination of traffic congestion; and  
2                   (K) recreational, educational, or cultural  
3 improvements, enhancements, and services; or

4                   (12) any similar public improvement, facility, or  
5 service.

6           (b) Subject to Section 3886.104, the district may not  
7 undertake an improvement project under this section unless the  
8 board determines the project to be necessary to accomplish a public  
9 purpose of the district.

10           (c) An improvement project must comply with any applicable  
11 town requirements, including codes and ordinances and any planned  
12 development ordinance applicable to land in the district.

13           (d) The district may not provide, conduct, or authorize an  
14 improvement project on the town streets, highways, rights-of-way,  
15 or easements without the consent of the governing body of the town.

16           (e) Subject to an agreement between the district and the  
17 town, the town may:

18                   (1) by ordinance, order, or resolution require that  
19 title to all or any portion of an improvement project vest in the  
20 town; or

21                   (2) by ordinance, order, resolution, or other  
22 directive, authorize the district to own, encumber, maintain, and  
23 operate an improvement project, subject to the right of the town to  
24 order a conveyance of the improvement project to the town on a date  
25 determined by the town, provided, however, that if an improvement  
26 project is conveyed to the town, the improvement project will  
27 continue to be used to serve land in the district.



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1       (f) The district shall immediately comply with any town  
2 ordinance, order, or resolution adopted under Subsection (e).

3       (g) For the purposes of this section, planning, design,  
4 construction, improvement, and maintenance of a lake includes work  
5 done for drainage, reclamation, or recreation.

6       Sec. 3886.104. PROJECT DEVELOPMENT AGREEMENT  
7 REQUIRED. Before the district may issue bonds, impose taxes, or  
8 borrow money, the district and the town must negotiate and execute a  
9 mutually approved and accepted interlocal project development  
10 agreement regarding the district's development plans and rules for:

- 11               (1) the development and operation of the district; and
- 12               (2) the financing of improvement projects.

13       Sec. 3886.105. GENERAL POWERS REGARDING CONTRACTS. (a)

14 The district may:

15               (1) contract with any person to accomplish any  
16 district purpose, including a contract for:

17                       (A) the payment, repayment, or reimbursement of  
18 costs incurred by that person on behalf of the district, including  
19 all or part of the costs of any improvement project and interest on  
20 the reimbursed cost; or

21                       (B) the use, occupancy, lease, rental,  
22 operation, maintenance, or management of all or part of a proposed  
23 or existing improvement project; and

24               (2) apply for and contract with any person to receive,  
25 administer, and perform a duty or obligation of the district under a  
26 federal, state, local, or private gift, grant, loan, conveyance,  
27 transfer, bequest, or other financial assistance arrangement

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1 relating to the investigation, planning, analysis, study, design,  
 2 acquisition, construction, improvement, completion,  
 3 implementation, or operation by the district or others of a  
 4 proposed or existing improvement project.

5 (b) A contract the district enters into to carry out a  
 6 purpose of this chapter may be on any terms and for any period the  
 7 board determines, including a negotiable or nonnegotiable note or  
 8 warrant payable to the town, Collin County, Denton County, or any  
 9 other person.

10 (c) Any person may contract with the district to carry out  
 11 the purposes of this chapter without further statutory or other  
 12 authorization.

13 (d) The governing body of the town must approve a contract  
 14 payable from ad valorem taxes for a period longer than one year.

15 Sec. 3886.106. RULES; ENFORCEMENT. (a) The district may  
 16 adopt rules:

17 (1) to administer or operate the district;

18 (2) for the use, enjoyment, availability, protection,  
 19 security, and maintenance of the district's property and  
 20 facilities; or

21 (3) to provide for public safety and security in the  
 22 district.

23 (b) The district may enforce its rules by injunctive relief.

24 (c) To the extent a district rule conflicts with a town  
 25 rule, order, or regulation, the town rule, order, or regulation  
 26 controls.

27 Sec. 3886.107. NAME CHANGE. The board by resolution may

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1 change the district's name. The board shall give written notice of  
2 the change to the town.

3 Sec. 3886.108. ADDING OR REMOVING TERRITORY. The board may  
4 add or remove territory under Subchapter J, Chapter 49, Water Code,  
5 and Section 54.016, Water Code, except that:

6 (1) the addition or removal of the territory must be  
7 approved by:

8 (A) the governing body of the town; and

9 (B) the owners of the territory being added or  
10 removed;

11 (2) a reference to a tax in Subchapter J, Chapter 49,  
12 Water Code, or Section 54.016, Water Code, means an ad valorem tax;  
13 and

14 (3) territory may not be removed from the district if  
15 bonds or other obligations of the district payable wholly or partly  
16 from ad valorem taxes on the territory are outstanding.

17 Sec. 3886.109. ECONOMIC DEVELOPMENT. The district may  
18 create economic development programs and exercise the economic  
19 development powers that Chapter 1509, Government Code, provides for  
20 a municipality.

21 Sec. 3886.110. NO EMINENT DOMAIN POWER. The district may  
22 not exercise the power of eminent domain.

23 Sec. 3886.111. TERMS OF EMPLOYMENT; COMPENSATION. The  
24 board may employ and establish the terms of employment and  
25 compensation of an executive director or general manager and any  
26 other district employees the board considers necessary.

27 [Sections 3886.112-3886.150 reserved for expansion]

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1                    SUBCHAPTER D. GENERAL FINANCIAL PROVISIONS

2                    Sec. 3886.151. ELECTIONS REGARDING TAXES OR BONDS. (a) The  
3 district may issue, without an election, bonds and other  
4 obligations secured by revenue or contract payments from any source  
5 other than ad valorem taxes.

6                    (b) The district must hold an election in the manner  
7 provided by Chapters 49 and 54, Water Code, to obtain voter approval  
8 before the district may impose an ad valorem tax or issue bonds  
9 payable from ad valorem taxes.

10                    (c) The district may not issue bonds payable from ad valorem  
11 taxes to finance a road project unless the issuance is approved by a  
12 vote of a two-thirds majority of the district voters voting at an  
13 election held for that purpose.

14                    Sec. 3886.152. BORROWING MONEY. The district may borrow  
15 money for a district purpose by issuing or executing bonds, notes,  
16 credit agreements, or other obligations of any kind found by the  
17 board to be necessary or appropriate for a district purpose. A  
18 note, bond, credit agreement, or other obligation must be secured  
19 by and payable from ad valorem taxes, assessments, or any other  
20 district revenue.

21                    Sec. 3886.153. OPERATION AND MAINTENANCE TAX. (a) If  
22 authorized at an election held under Section 3886.151, the district  
23 may impose an operation and maintenance tax on taxable property in  
24 the district in accordance with Section 49.107, Water Code.

25                    (b) Except as provided by Subsection (c), the district may  
26 impose the tax for operation and maintenance purposes, including  
27 for:

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1           (1) planning, constructing, acquiring, maintaining,  
2 repairing, and operating all improvement projects, including land,  
3 plants, works, facilities, improvements, appliances, and equipment  
4 of the district; and

5           (2) paying costs of services, engineering and legal  
6 fees, and organization and administrative expenses.

7           (c) The district may not impose an operation and maintenance  
8 tax unless the maximum rate of the tax is approved by the governing  
9 body of the town and a majority of the voters of the district voting  
10 at an election held for that purpose. If the maximum tax rate is  
11 approved, the board may impose the tax at any rate that does not  
12 exceed the approved rate.

13           (d) An operation and maintenance tax election may be held at  
14 the same time and in conjunction with any other district election.  
15 The election may be called by a separate election order or as part  
16 of any other election order.

17           Sec. 3886.154. CONTRACT TAXES. (a) In accordance with  
18 Section 49.108, Water Code, the district may make payments under a  
19 contract from taxes other than operation and maintenance taxes  
20 after the provisions of the contract have been approved by a  
21 majority of the district voters voting at an election held for that  
22 purpose.

23           (b) A contract approved by the district voters may contain a  
24 provision stating that the contract may be modified or amended by  
25 the board without further voter approval.

26           [Sections 3886.155-3886.200 reserved for expansion]

27           SUBCHAPTER E. BONDS AND OTHER OBLIGATIONS

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1       Sec. 3886.201. AUTHORITY TO ISSUE BONDS AND OTHER  
 2 OBLIGATIONS. The district may issue bonds or other obligations  
 3 payable wholly or partly from ad valorem taxes, impact fees,  
 4 revenue, contract payments, grants, sales and use taxes, revenue  
 5 from a zone created under Chapter 311 or 312, Tax Code, or Chapter  
 6 2303, Government Code, other district money, or any combination of  
 7 those sources, to pay for any authorized district purpose.

8       Sec. 3886.202. TAXES FOR BONDS. (a) At the time the district  
 9 issues bonds payable wholly or partly from ad valorem taxes, the  
 10 board shall provide for the annual imposition of an ad valorem tax,  
 11 without limit as to rate or amount, as required by Section 54.601,  
 12 Water Code.

13       (b) The board shall annually impose the tax while all or  
 14 part of the bonds are outstanding. Sections 54.601 and 54.602,  
 15 Water Code, govern the amount and rate of the tax.

16       (c) The district annually shall impose the tax on all  
 17 taxable property in the district in an amount sufficient to:

18           (1) pay the interest on the bonds or other obligations  
 19 as the interest becomes due;

20           (2) create a sinking fund for the payment of the  
 21 principal of the bonds or other obligations when due or the  
 22 redemption price at any earlier required redemption date; and

23           (3) pay the expenses of imposing the tax.

24       (d) The district may not issue bonds or other obligations  
 25 that are secured by and payable from ad valorem taxes unless the  
 26 bonds and the imposition of taxes are approved by:

27           (1) a majority of the district voters voting at an

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1 election for that purpose; and

2 (2) the governing body of the town.

3 (e) The district shall hold an election required by this  
4 section in the manner provided by Chapter 54, Water Code.

5 Sec. 3886.203. BOND ISSUANCE PLAN REQUIRED BEFORE ISSUING  
6 BONDS. The district may not issue bonds until the governing body of  
7 the town approves a bond issuance plan authorizing and prescribing  
8 the limitations on the issuance of the bonds.

9 Sec. 3886.204. BOND MATURITY. Bonds must mature not more  
10 than 40 years from their date of issuance.

11 Sec. 3886.205. BONDS FOR ROAD PROJECTS. At the time of  
12 issuance, the total principal amount of bonds or other obligations  
13 issued or incurred to finance road projects may not exceed  
14 one-fourth of the assessed value of the real property in the  
15 district.

16 [Sections 3886.206-3886.250 reserved for expansion]

17 SUBCHAPTER F. DISSOLUTION

18 Sec. 3886.251. DISSOLUTION BY TOWN ORDINANCE. (a) The town  
19 by ordinance may dissolve the district.

20 (b) The town may not dissolve the district until the  
21 district's outstanding indebtedness or contractual obligations  
22 that are payable from ad valorem taxes have been repaid or  
23 discharged.

24 (c) The town may not dissolve the district until the  
25 agreement under Section 3886.104 has been executed and the  
26 district's performance under the agreement has been fulfilled,  
27 including any right or obligation the district has to reimburse a

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1 developer or owner for the costs of improvement projects.

2 (d) The town may not dissolve the district before December  
3 31, 2016.

4 Sec. 3886.252. COLLECTION OF ASSESSMENTS AND OTHER REVENUE.

5 (a) If the dissolved district has bonds or other obligations  
6 outstanding secured by and payable from assessments or other  
7 revenue, other than ad valorem taxes, the town shall succeed to the  
8 rights and obligations of the district regarding enforcement and  
9 collection of the assessments or other revenue.

10 (b) The town shall have and exercise all district powers to  
11 enforce and collect the assessments or other revenue to pay:

12 (1) the bonds or other obligations when due and  
13 payable according to their terms; or

14 (2) special revenue or assessment bonds or other  
15 obligations issued by the town to refund the outstanding bonds or  
16 obligations.

17 Sec. 3886.253. ASSUMPTION OF ASSETS AND LIABILITIES. (a)  
18 After the town dissolves the district, the town assumes the  
19 obligations of the district, including any bonds or other  
20 indebtedness payable from assessments or other district revenue.

21 (b) If the town dissolves the district, the board shall  
22 transfer ownership of all district property to the town.

23 SECTION 2. The Prosper Management District No. 1 initially  
24 includes all the territory contained in the following area:

25 BEING a tract of land out of the C. SMITH SURVEY, Abstract No.  
26 1681, the J. BATES SURVEY, Abstract No. 1620, the L. SALING SURVEY,  
27 Abstract No. 1675, the H.P. SALING SURVEY, Abstract No. 1628, the



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1 M.E.P. & P.R.R. SURVEY, Abstract No. 1476, the P. BARNES SURVEY,  
 2 Abstract No. 79, the B. HADGES SURVEY, Abstract No. 593, the A.B.  
 3 JAMISON SURVEY, Abstract No. 672, and the J. MORTON SURVEY,  
 4 Abstract No. 793, in Denton County, Texas, and being part of the  
 5 tract of land described in deed to Mahard 2003 Partnership, L.P.  
 6 recorded in Denton County Clerk's File No. 2004-0014698 of the Real  
 7 Property Records of Denton County, Texas, being all of the tract of  
 8 land described in deed to Mahard Egg Farm, Inc. recorded in Volume  
 9 1936, Page 145 of the Real Property Records of Denton County, Texas,  
 10 being part of the tract of land described in deed to Mahard Egg  
 11 Farm, Inc. recorded in Volume 1332, Page 176 of the Real Property  
 12 Records of Denton County, Texas, being all of the tracts of land  
 13 described in deed to Forest City Prosper, L.P. recorded in Denton  
 14 County Clerk's File No. 2007-144196 and 2008-9958 of the Real  
 15 Property Records of Denton County, Texas, being all of the tracts of  
 16 land described in deed to Richard J. Bontke and Nathan P. Bontke  
 17 recorded in Denton County Clerk's File No. 2007-144901 and  
 18 2009-10359 of the Real Property Records of Denton County, Texas,  
 19 and being more particularly described as follows:

20 BEGINNING at a TXDOT monument found in the north right-of-way  
 21 line of U.S. Highway No. 380, said monument being the northeast  
 22 corner of a tract of land described in deed to the State of Texas  
 23 recorded in Volume 4769, Page 1768 of the Real Property Records of  
 24 Denton County, Texas;

25 THENCE with said north right-of-way line, the following  
 26 courses and distances to wit:

27 South 88°35'51" West, a distance of 3483.13 feet to a TXDOT

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1 monument found;

2 North 46°16'16" West, a distance of 113.97 feet to a point in

3 the west line of Good Hope Road (no dedication recordation found);

4 South 44°02'02" West, a distance of 114.30 feet to a TXDOT

5 monument found;

6 South 88°35'51" West, a distance of 2062.12 feet to a 5/8"

7 iron rod set for corner;

8 South 88°50'58" West, a distance of 100.00 feet to a 5/8" iron

9 rod set for corner;

10 South 89°09'27" West, a distance of 22.39 feet to a 5/8" iron

11 rod set for corner;

12 North 45°50'38" West, a distance of 111.42 feet to a pk nail

13 set in the centerline of Gee Road (no dedication recordation

14 found);

15 THENCE with said centerline, North 00°01'02" West, a distance

16 of 1114.87 feet to a pk nail set;

17 THENCE with the easterly most north line of a 106.26 acre

18 tract of land described in deed to Judy Gee recorded in Volume 3130,

19 Page 794 of the Real Property Records of Denton County, Texas, part

20 of the way, South 89°33'35" West, a distance of 1098.63 feet to a

21 fence corner found;

22 THENCE along a fence, North 12°40'03" East, a distance of

23 2150.51 feet to a fence corner found for the northwest corner of a

24 5.34 acre tract of land described in deed to Mahard Egg Farm, Inc.

25 recorded in Volume 1936, Page 145 of the Real Property Records of

26 Denton County, Texas;

27 THENCE the following courses and distances to wit:

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1 North 88°30'03" West, a distance of 451.90 feet to a 5/8" iron  
2 rod set for corner;

3 North 59°57'10" West, a distance of 66.21 feet to a 5/8" iron  
4 rod set for corner;

5 North 27°15'28" West, a distance of 207.89 feet to a 5/8" iron  
6 rod set for corner;

7 South 79°58'04" West, a distance of 116.69 feet to a 5/8" iron  
8 rod set for corner;

9 South 17°11'21" West, a distance of 12.96 feet to a 5/8" iron  
10 rod set for corner;

11 North 65°16'52" West, a distance of 66.04 feet to a 5/8" iron  
12 rod set for the northerly most corner of said 106.26 acre tract;

13 THENCE with the west lines of said 106.26 acre tract, the  
14 following courses and distances to wit:

15 South 31°55'38" West, a distance of 494.24 feet to a 5/8" iron  
16 rod set for corner;

17 South 57°52'02" East, a distance of 601.93 feet to a Corp of  
18 Engineers monument found;

19 South 31°24'02" West, a distance of 1854.30 feet to a Corp of  
20 Engineers monument found;

21 South 31°27'22" West, a distance of 302.61 feet to a 5/8" iron  
22 rod set for the northeast corner of a 0.78 acre tract of land  
23 described in deed to the City of Irving recorded in Volume 4871,  
24 Page 5128 of the Real Property Records of Denton County, Texas;

25 THENCE the lines of said 0.78 acre tract, the following  
26 courses and distances to wit:

27 North 73°29'41" West, a distance of 241.29 feet to a 1/2" iron

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1 rod found for corner;  
 2 South 21°58'41" West, a distance of 181.00 feet to a 5/8" iron  
 3 rod set for corner;  
 4 South 73°29'27" East, a distance of 67.00 feet to a 5/8" iron  
 5 rod set for corner;  
 6 North 22°20'38" East, a distance of 41.52 feet to a 5/8" iron  
 7 rod set for corner;  
 8 South 75°57'16" East, a distance of 152.12 feet to a 1/2" iron  
 9 rod found in the west line of said 106.26 acre tract;  
 10 THENCE with said west line and along a fence part of the way,  
 11 South 31°27'22" West, a distance of 877.59 feet to a 5/8" iron rod  
 12 set for corner in the north right-of-way line of said U.S. Highway  
 13 No. 380  
 14 THENCE with said north right-of-way line, North 88°48'55"  
 15 West, a distance of 587.44 feet to a 5/8" iron rod set for the  
 16 southeast corner of a 61.2 acre tract of land described in deed to  
 17 M. Taylor Hansel recorded in Denton County Clerk's File No.  
 18 94-R0091793 of the Real Property Records of Denton County, Texas;  
 19 THENCE with the east lines of said Hansel tract, the  
 20 following courses and distances to wit:  
 21 North 08°56'01" East, a distance of 240.78 feet to a 5/8" iron  
 22 rod set for corner;  
 23 North 55°59'01" East, a distance of 132.20 feet to a 5/8" iron  
 24 rod set for corner;  
 25 South 20°18'01" West, a distance of 155.70 feet to a 5/8" iron  
 26 rod set for corner;  
 27 South 80°49'59" East, a distance of 88.40 feet to a 5/8" iron

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1 rod set for corner;  
 2 North 45°13'01" East, a distance of 261.10 feet to a 5/8" iron  
 3 rod set for corner;  
 4 South 62°15'59" East, a distance of 216.20 feet to a 5/8" iron  
 5 rod set for corner;  
 6 North 15°04'01" East, a distance of 184.70 feet to a 5/8" iron  
 7 rod set for corner;  
 8 North 56°01'01" East, a distance of 183.40 feet to a 5/8" iron  
 9 rod set for corner;  
 10 North 18°07'01" East, a distance of 197.90 feet to a 5/8" iron  
 11 rod set for corner;  
 12 North 73°19'59" West, a distance of 688.80 feet to a Corp of  
 13 Engineers monument found for the southeast corner of a 107.57 acre  
 14 tract of land described in deed to Fish Trap Properties, Ltd.,  
 15 recorded in Volume 4626, Page 2922 of the Real Property Records of  
 16 Denton County, Texas;  
 17 THENCE with the east lines of said 107.57 acre tract, the  
 18 following courses and distances to wit:  
 19 North 29°02'03" East, a distance of 67.81 feet to a 5/8" iron  
 20 rod set for corner;  
 21 North 22°04'26" East, a distance of 710.31 feet to a Corp of  
 22 Engineers monument found;  
 23 North 33°00'31" East, a distance of 221.33 feet to a Corp of  
 24 Engineers monument found;  
 25 North 58°30'15" West, a distance of 249.63 feet to a Corp of  
 26 Engineers monument found for the southeast corner of a 43.07 acre  
 27 tract of land described in deed to Billy Jeter recorded in Volume

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1 2125, Page 729 of the Real Property Records of Denton County, Texas;

2       THENCE with the east lines of said 43.07 acre tract, the  
3 following courses and distances to wit:

4       North 07°55'24" East, a distance of 669.72 feet to a 5/8" iron  
5 rod set for corner;

6       South 75°24'16" East, a distance of 402.59 feet to a Corp of  
7 Engineers monument found;

8       North 19°28'37" West, a distance of 739.75 feet to a Corp of  
9 Engineers monument found;

10       North 35°34'01" East, a distance of 531.05 feet to a Corp of  
11 Engineers monument found;

12       North 02°04'22" West, a distance of 172.83 feet to a fence  
13 post found in the south line of a 57.55 acre tract of land described  
14 in deed to G&S Landscaping recorded in Volume 5114, Page 1398 of the  
15 Real Property Records of Denton County, Texas;

16       THENCE with said south line, South 77°28'43" East, a distance  
17 of 553.04 feet to a Corp of Engineers monument found;

18       THENCE with the east line of said 57.55 acre tract and the  
19 east line of two tracts of land described in deed to Mary Weber  
20 recorded in Denton County Clerk's File No. 94-R0031655 of the Real  
21 Property Records of Denton County, Texas, the following courses and  
22 distances to wit:

23       North 01°07'34" East, a distance of 278.92 feet to a 5/8" iron  
24 rod found;

25       North 01°04'49" East, a distance of 30.01 feet to the  
26 Centerline of Fishtrap Road (no dedication recordation found) for  
27 corner;

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1           THENCE along said centerline, the following courses and  
2 distances to wit:  
3           South 88°36'42" East, a distance of 398.70 feet to a point for  
4 corner;  
5           South 86°31'27" East, a distance of 681.51 feet to a point for  
6 corner;  
7           South 84°57'13" East, a distance of 292.72 feet to a point for  
8 corner;  
9           South 86°02'50" East, a distance of 1675.46 feet to a point  
10 for corner;  
11          South 87°19'45" East, a distance of 207.56 feet to a point for  
12 corner;  
13          North 89°20'49" East, a distance of 1052.20 feet to a point  
14 for corner in the centerline of Fishtrap Road and the northwest  
15 corner of a tract of land described in deed to Judy Reeves ;  
16          THENCE with the west line of said Reeves tract, South  
17 00°08'13" East, a distance of 231.70 feet to a 5/8" iron rod set for  
18 corner;  
19          THENCE with the south line of said Reeves tract, North  
20 89°14'55" East, a distance of 940.90 feet to a 5/8" iron rod set for  
21 corner;  
22          THENCE with the east line of said Reeves tract, North  
23 00°40'52" West, a distance of 234.76 point in the centerline of said  
24 Fish Trap Road;  
25          THENCE along the centerline of said FishTrap Road, North  
26 89°04'04" East, a distance of 2699.77 feet to a point for corner in  
27 the centerline of Fields Road;

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1           THENCE along said centerline, the following courses and  
2 distances to wit:

3           South 00°06'17" East, a distance of 1284.05 feet to a 5/8"  
4 iron rod set for corner;

5           South 00°06'37" West, a distance of 1042.41 feet to a 5/8"  
6 iron rod set for corner;

7           THENCE leaving the centerline of said Fields Road, South  
8 89°11'26" West, a distance of 21.20 feet to a 5/8" iron rod set in  
9 the west line of said Field Road;

10          THENCE with said west line, the following courses and  
11 distances to wit:

12          South 00°00'27" West, a distance of 1396.62 feet to a fence  
13 corner;

14          South 41°23'46" West, a distance of 87.55 feet to the POINT OF  
15 BEGINNING and containing 674.916 acres of land.

16          SECTION 3. (a) The legal notice of the intention to  
17 introduce this Act, setting forth the general substance of this  
18 Act, has been published as provided by law, and the notice and a  
19 copy of this Act have been furnished to all persons, agencies,  
20 officials, or entities to which they are required to be furnished  
21 under Section 59, Article XVI, Texas Constitution, and Chapter 313,  
22 Government Code.

23          (b) The governor, one of the required recipients, has  
24 submitted the notice and Act to the Texas Commission on  
25 Environmental Quality.

26          (c) The Texas Commission on Environmental Quality has filed  
27 its recommendations relating to this Act with the governor, the



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1 lieutenant governor, and the speaker of the house of  
2 representatives within the required time.

3 (d) All requirements of the constitution and laws of this  
4 state and the rules and procedures of the legislature with respect  
5 to the notice, introduction, and passage of this Act are fulfilled  
6 and accomplished.

7 SECTION 4. This Act takes effect September 1, 2009.

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David Dewhurst  
President of the Senate

Jim Strawn  
Speaker of the House

I certify that H.B. No. 4752 was passed by the House on May 15, 2009, by the following vote: Yeas 144, Nays 0, 1 present, not voting.

Robert Haney  
Chief Clerk of the House

I certify that H.B. No. 4752 was passed by the Senate on May 27, 2009, by the following vote: Yeas 31, Nays 0.

Lately Law  
Secretary of the Senate

APPROVED: 19 JUN '09

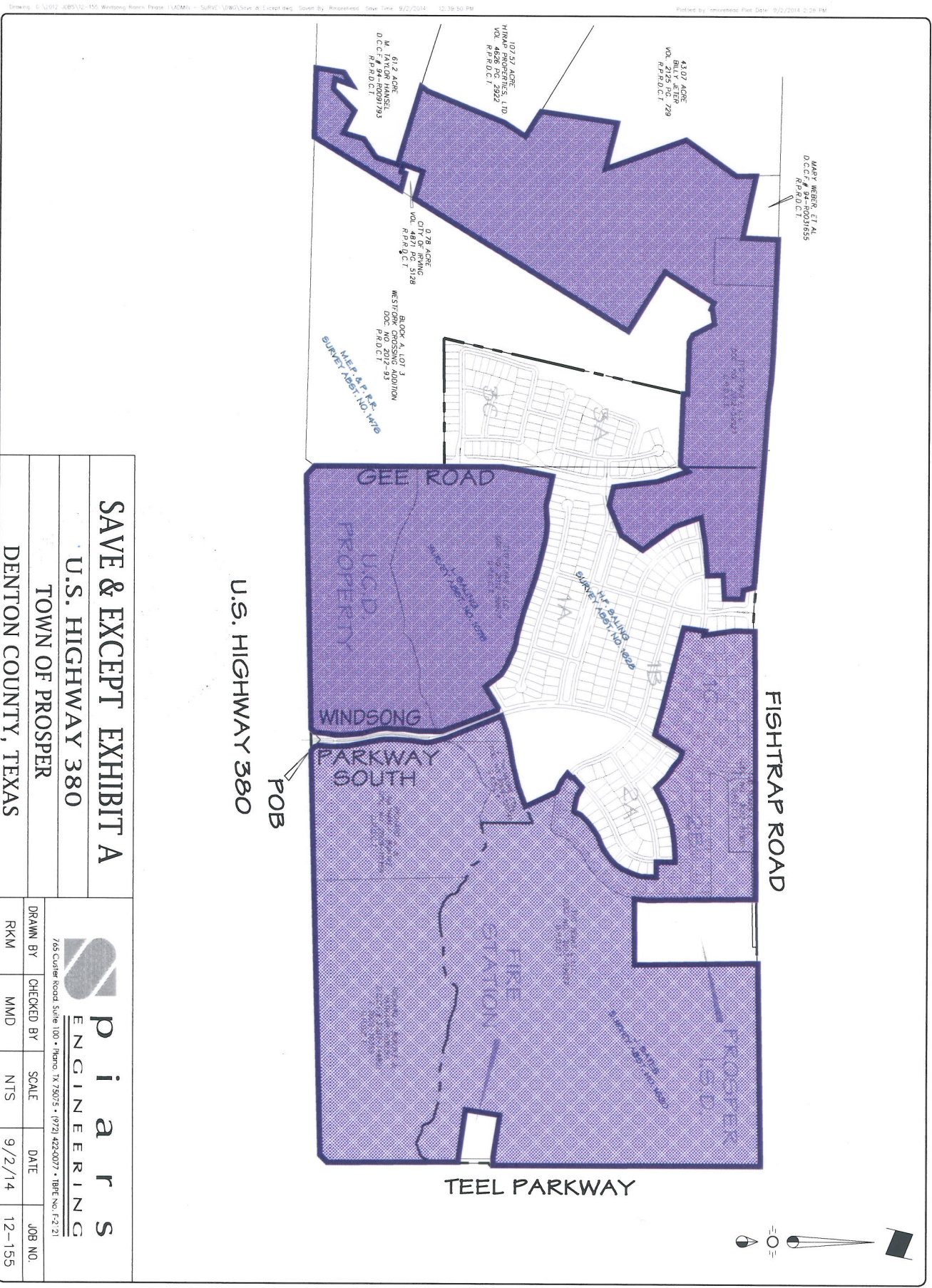
Date

Rick Perry  
Governor

FILED IN THE OFFICE OF THE  
SECRETARY OF STATE  
2:00 PM O'CLOCK

JUN 19 2009

Colby Hunter III



**SAVE & EXCEPT EXHIBIT A**

**U.S. HIGHWAY 380**

**TOWN OF PROSPER**

**DENTON COUNTY, TEXAS**



745 Carter Road Suite 100 • Plano, TX 75075 • (972) 422-0077 • 18PF No. F-2121

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NO.
RKM	MMD	NTS	9/2/14	12-155



## PUBLIC WORKS

**To: Mayor and Town Council**

**From: Chuck Ewings, Assistant Town Manager**

**Through: Mario Canizares, Town Manager**

**Re: Authorize Agreement with Global Pump Solutions for the Repair of Water Pump**

**Town Council Meeting – May 14, 2024**

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### **Strategic Visioning Priority: 4. Provide Excellent Municipal Services**

**Agenda Item:**

Consider and act upon authorizing the Town Manager to execute documents for an emergency repair of a water supply pump by Global Pump Solutions for \$78,192.00.

**Description of Agenda Item:**

The Custer Pump Station has six high-volume water pumps that supply three elevated storage tanks serving Prosper water customers. One of the pumps has failed and needs significant repairs that are estimated to take six weeks to complete. The Town Manager has authorized the purchase order for Global Pump Solutions to begin the repairs to bring the pump station to full capacity prior to the increase in water demand with warmer and dryer weather this summer.

**Budget Impact:**

The cost of the repair is \$78,192.00 and will be charged to account 200-6140-50-02.

**Attached Documents:**

1. Estimate

**Town Staff Recommendation:**

Town Staff recommends authorizing the Town Manager to execute documents for an emergency repair of a water supply pump by Global Pump Solutions for \$78,192.00.

**Proposed Motion:**

I move to approve authorizing the Town Manager to execute documents for an emergency repair of a water supply pump by Global Pump Solutions for \$78,192.00.

# Global Pump Solutions LLC

4541 J D Mouser Pkwy  
Alvarado, TX 76009 US  
(972) 449-5770  
accounting@gpspumps.com  
www.globalpumpsolutions.net

Item 13.



## Estimate

ADDRESS  
City of Prosper  
601 W. Fifth Street  
Prosper, TX 75078

ESTIMATE 4365  
DATE 04/29/2024  
EXPIRATION DATE 05/25/2024

CONTACT  
James

PROJECT NAME  
Prosper VT

DATE	DESCRIPTION	QTY
Labor	Teardown and inspect Fairbanks VT Provide GPS inspection report of findings upon customers request. Rebuild with new National Pump column / bowl assembly. Adapt new lower end to existing pump head. Sandblast pump head and recoat.	45
Field Labor	Load VT and motor from pump station.  Reinstall rebuilt pump and motor. Test run with customer for proper operation.	16
National Vertical Turbine	K20LC-03;12-TPL;NONE;NONE DSVT: FAIRBANKS REPLACEMENT  4860gpm @ 250ft 4-6weeks	1
Machining Services	Adapter collar from column assembly to pump head.	1
Motors	Rewind and recondition Motor. High pot motor surge test when complete.	1
Misc --	oils, solvents, paint, misc.	1

Pricing does not include shipping unless explicitly stated. Terms are NET 15 unless otherwise negotiated.

SUBTOTAL	78,192.00
TAX	0.00
<b>TOTAL</b>	<b>\$78,192.00</b>

Note: Unforeseen problems not listed in scope of work will be addressed at the time of project. Additional charges may be added if project goes beyond time frame or scope of work.

Global Pump Solutions BUYBOARD#672-22

Accepted By

Item 13.

Accepted Date



## PLANNING

**To: Mayor and Town Council**

**From: David Hoover, AICP, Director of Development Services**

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

**Re: Notice of Appeals**

**Town Council Meeting – May 14, 2024**

**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 Preliminary Site Plans and Site Plans.

**Description of Agenda Item:**

Attached are the Preliminary Site Plans and Site Plans that were acted on by the Planning & Zoning Commission on May 7, 2024. 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 Preliminary Site Plans and Site Plans acted on by the Planning & Zoning Commission.

**Budget Impact:**

There is no budgetary impact affiliated with this item.

**Attached Documents:**

1. DEVAPP-23-0030 – MAV Addition, Block A, Lot 4 (Approved 6-0)
2. DEVAPP-23-0102 – MSW Proper 380 Addition, Block A, Lots 1 & 3 (Approved 6-0)
3. DEVAPP-23-0198 – Gates of Prosper, Phase 1, Block B, Lot 2 (Approved 6-0)
4. DEVAPP-24-0016 – SCI Prosper Trails Addition, Block A, Lots 1-2 (Approved 6-0)

**Town Staff Recommendation:**

Town Staff recommends the Town Council take no action on this item.

**Proposed Motion:**

N/A

GENERAL NOTES:

- ALL PROPOSED DIMENSIONS USED TO SHOW THE GEOMETRIC LAYOUT OF THE PROPOSED PAVING LOT ARE SHOWN AT THE FACE OF CURB. ALL PROPOSED DIMENSIONS USED TO SHOW THE GEOMETRIC LAYOUT OF THE PROPOSED BUILDING LOCATION ARE GIVEN AT THE OUTSIDE FACE OF THE BUILDING CORNERS. ALL CURB RADII ARE GIVEN AT THE FACE OF CURB.
- CONTRACTOR MUST NOTIFY ENGINEER OF ANY DISCREPANCIES BETWEEN THE EXISTING CONDITIONS IN THE FIELD AND THE SURVEY SHOWN ON THE PLANS BEFORE PROCEEDING WITH ANY NEW CONSTRUCTION.
- CONTRACTOR IS RESPONSIBLE FOR CORRECT HORIZONTAL AND VERTICAL ALIGNMENT OF ALL TIES BETWEEN PROPOSED AND EXISTING PAVEMENTS, CURB AND GUTTER, SIDEWALKS, WALLS, AND UTILITIES.

SITE NOTES:

- TRACT IS ZONED: PD-113 (PLANNED DEVELOPMENT).
- SEE ARCHITECTURAL PLANS FOR BUILDING FLOOR PLAN DIMENSIONS, DOOR LOCATIONS, SITE LIGHTING PLAN, AND OTHER ARCHITECTURAL DETAILS.
- NO CERTIFICATE OF OCCUPANCY WILL BE ISSUED UNTIL ALL SITE IMPROVEMENTS HAVE BEEN COMPLETED ON THE SITE.
- HIGH INTENSITY LIGHTING FACILITIES MUST BE SO ARRANGED THAT THE SOURCE OF ANY LIGHT IS CONCEALED FROM THE PUBLIC VIEW AND DOES NOT INTERFERE WITH TRAFFIC. (SEE PHOTOMETRICS PLAN IN ARCH. PLANS).
- ALL BUFFERS, TREE SAVE AREAS, AND UNDISTURBED AREAS MUST BE CLEARLY IDENTIFIED BY FLAGGING AND/OR FENCING PRIOR TO COMMENCEMENT OF ANY LAND DISTURBANCE.
- NO OUTSIDE STORAGE IS PROPOSED. THIS INCLUDES SUPPLIES, VEHICLE, EQUIPMENT, PRODUCTS, ETC.
- SIGNS (LOCATION, NUMBER, AND SIZE) ARE NOT APPROVED UNDER THIS DEVELOPMENT PERMIT. A SEPARATE PERMIT IS REQUIRED FOR ON-SITE SIGNAGE.
- ALL PAVEMENT MARKING WITHIN THE TOWN OF PROSPER RIGHT-OF-WAY MUST BE IN ACCORDANCE WITH THE TOWN OF PROSPER SPECIFICATIONS.
- ALL CONSTRUCTION RELATED PERMITS DURING THE CONSTRUCTION PHASE OF THIS PROJECT ARE THE RESPONSIBILITY OF THE OWNER, HOWEVER A CONTRACTOR/DEVELOPER CAN DO PERMITTING WITH AGENT AUTHORIZATION.
- CONSTRUCTION TRAILERS ARE TO BE PERMITTED THROUGH THE BUILDING INSPECTION DIVISION OF BUILDING DEPARTMENT.
- ALL EROSION, SEDIMENT CONTROL AND TREE PROTECTION MEASURES MUST BE INSTALLED PRIOR TO ANY GRADING.
- THE TOWN OF PROSPER ACCEPTS NO RESPONSIBILITY FOR THE AMERICANS WITH DISABILITIES ACT (ADA), EXCEPT FOR NOTIFICATION REQUIREMENT. THE OWNER/DEVELOPER IS SOLELY RESPONSIBLE FOR COMPLIANCE FOR SAID ACT.
- ENGINEER CONTACT: MR. JOHN RHODES, (770) 368-1399.
- CONTRACTOR MUST COORDINATE WITH THE CITY/COUNTY JURISDICTION, WATER AND SEWER JURISDICTION, AND DEPARTMENT OF TRANSPORTATION INSPECTORS REGARDING ALL CERTIFICATE OF OCCUPANCY REQUIREMENTS AND COORDINATE WITH THE ENGINEER APPROXIMATELY 8 WEEKS PRIOR TO ANTICIPATED CERTIFICATE OF OCCUPANCY DATE REGARDING ANY ITEMS REQUIRING APPROVAL OR CERTIFICATIONS BY THE ENGINEER.

**LEGEND**

---	PROPERTY LINE
⊙	PARKING COUNT
---	FIRE LANE
---	FIRE LANE STRIPING
---	TRAFFIC SIGN
→	PAINTED TRAFFIC ARROWS
⊙	CONTROL POINT LOCATION
---	RETAINING WALL
---	FIRE LANE AREA

SITE DATA

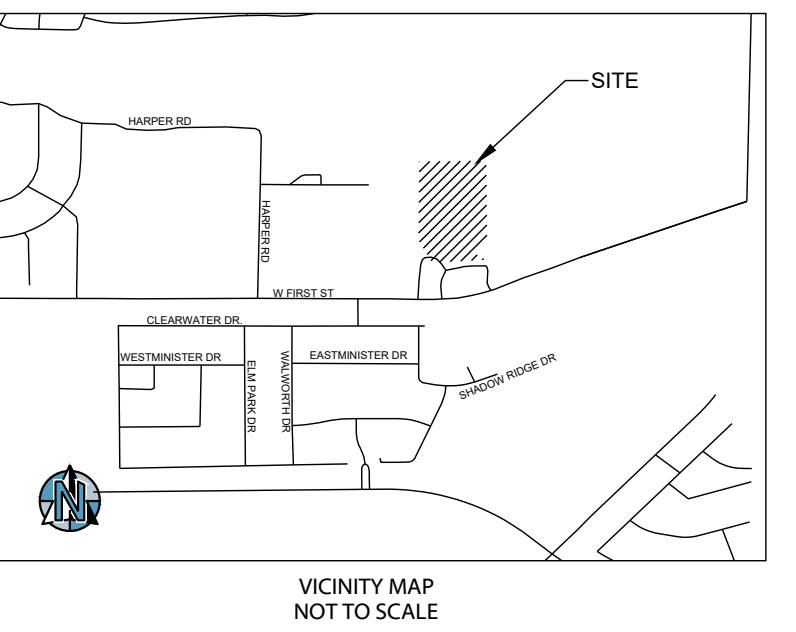
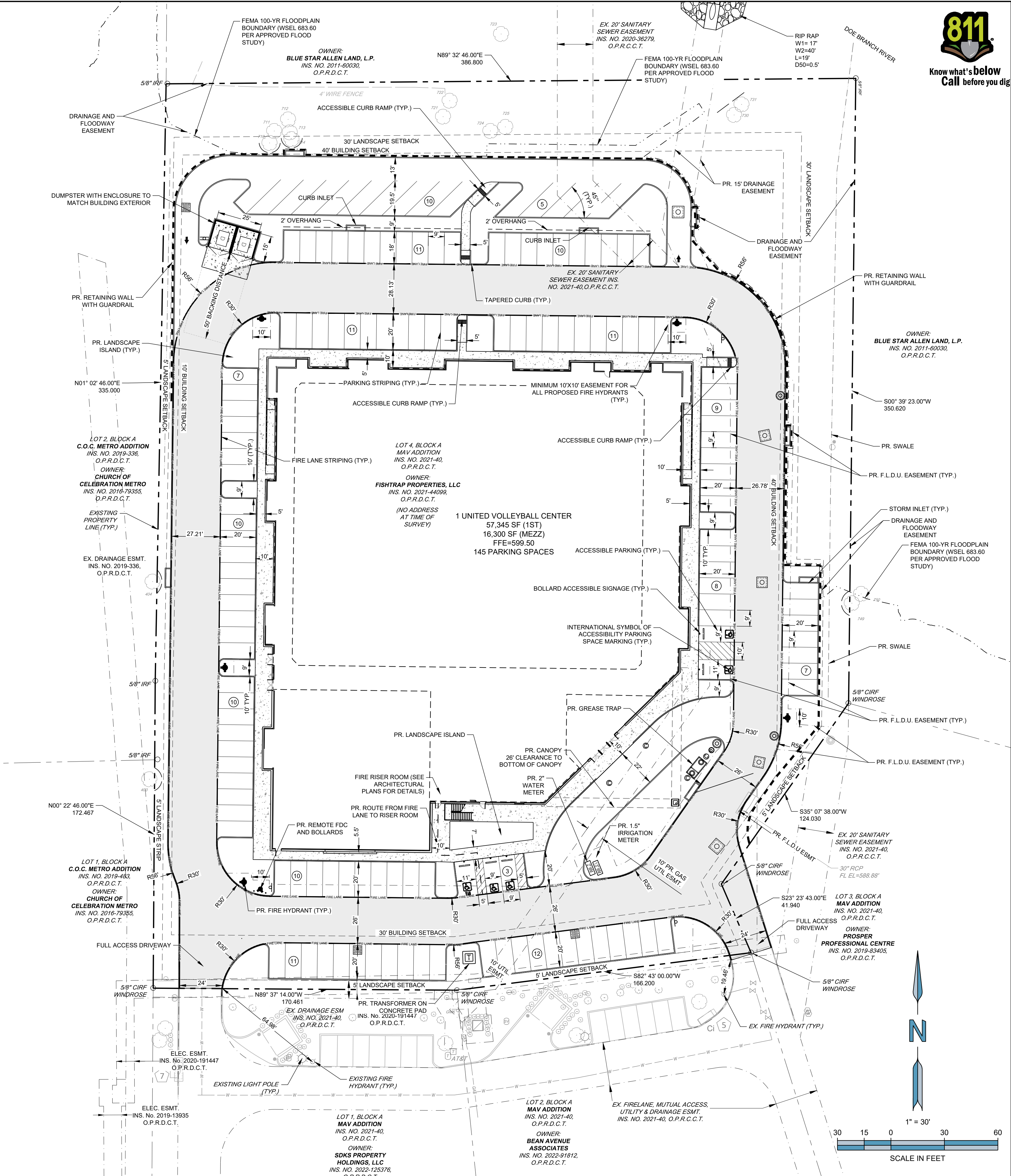
ZONING:	PLANNED DEVELOPMENT-113 (OFFICE)
PROPOSED USE:	COMMERCIAL AMUSEMENT/INDOOR
TOTAL SITE AREA:	4.34 AC.
DISTURBED AREA:	3.95 AC.
PERVIOUS SURFACE AREA:	1.09 AC.
IMPERVIOUS SURFACE AREA:	3.25 AC.
OPEN SPACE AREA REQUIRED:	7.00% (13,236.37 SF)
OPEN SPACE AREA PROVIDED:	9.11% (17,227.53 SF)
LANDSCAPE BUFFER - NORTH:	30 FT
LANDSCAPE BUFFER - SOUTH:	5 FT
LANDSCAPE BUFFER - EAST:	30 FT
LANDSCAPE BUFFER - WEST:	5 FT
LANDSCAPE BUFFER - SOUTHEAST:	5 FT
LANDSCAPE BUFFER - NORTHWEST:	30 FT
LANDSCAPE BUFFER - EASTWEST:	40/10 FT
LANDSCAPE BUFFER - NORTH:	40 FT
BUILDING AREA:	57,345 S.F. (1ST FL) + 16,300 S.F. (MEZZANINE) = 73,645 S.F. TOTAL
FLOOR AREA RATIO MAXIMUM:	0.51
FLOOR AREA RATIO PROPOSED:	0.3891
LOT COVERAGE MAXIMUM:	30%
LOT COVERAGE PROPOSED:	29.8%
BUILDING HEIGHT PROPOSED:	40 FT (1 STORY + MEZZANINE)
PARKING RATIO REQUIRED - 1 SPACE/3 GUESTS AT MAXIMUM DESIGNED CAPACITY:	145 SPACES (BASED ON 435 MAX. OCCUPANCY)
PARKING PROVIDED:	145 SPACES
ACCESSIBLE PARKING REQUIRED:	5 SPACES
ACCESSIBLE PARKING PROVIDED:	5 SPACES

CONTROL POINT TABLE

POINT	DESCRIPTION	NORTHING	EASTING	ELEV.
300	5/8" CIRS "S&A CONTROL"	7,135,965.10	2,474,913.22	595.19'
301	5/8" CIRS "S&A CONTROL"	7,135,786.51	2,475,110.94	597.05'
302	5/8" CIRS "S&A CONTROL"	7,135,769.43	2,475,001.84	599.09'
303	5/8" CIRS "S&A CONTROL"	7,135,763.55	2,474,864.16	599.90'
304	5/8" CIRS "S&A CONTROL"	7,135,765.23	2,474,742.42	600.22'
305	5/8" CIRS "S&A CONTROL"	7,136,114.12	2,475,104.41	579.18'
306	5/8" CIRS "S&A CONTROL"	7,136,117.23	2,474,969.19	587.99'
307	5/8" CIRS "S&A CONTROL"	7,136,276.51	2,474,985.32	582.35'
308	5/8" CIRS "S&A CONTROL"	7,136,132.17	2,474,862.22	587.18'
309	X CUT SET	7,135,734.17	2,475,035.75	599.52'
310	X CUT SET	7,135,740.27	2,474,744.32	600.31'
311	X CUT SET	7,135,680.94	2,474,987.71	601.98'

TOWN OF PROSPER SITE PLAN NOTES:

- DUMPSTERS AND TRASH COMPACTORS SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
- OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
- OUTDOOR LIGHTING SHALL COMPLY WITH THE LIGHTING AND GLARE STANDARDS CONTAINED WITHIN THE ZONING ORDINANCE AND SUBDIVISION ORDINANCE.
- LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY THE TOWN.
- ALL ELEVATIONS SHALL COMPLY WITH THE STANDARDS CONTAINED WITHIN THE ZONING ORDINANCE.
- BUILDINGS OF 5,000 SQUARE FEET OR GREATER SHALL BE 100% FIRE SPRINKLED. ALTERNATIVE FIRE PROTECTION MEASURES MAY BE APPROVED BY THE FIRE DEPARTMENT.
- OCCUPANT NOTIFICATION PER THIS SECTION AND 907.5 SHALL BE REQUIRED FOR ALL NEW CONSTRUCTION, OR EXISTING CONSTRUCTION COMPLYING WITH THE INTERNATIONAL BUILDING CODE, FOR RENOVATIONS TO EXISTING BUILDINGS, TENANT SPACES, CHANGES IN OCCUPANCY, REPLACEMENT, OR MODIFICATION OF THE EXISTING FIRE ALARM SYSTEM, OR AS REQUIRED BY THE FIRE CODE OFFICIAL, FOR ALL BUILDINGS OR SPACES PROVIDED WITH AN APPROVED AUTOMATIC SPRINKLER SYSTEM.
- FIRE LANES SHALL BE DESIGNED AND CONSTRUCTED PER TOWN STANDARDS OR AS DIRECTED BY THE FIRE DEPARTMENT.
- TWO POINTS OF ACCESS SHALL BE ALWAYS MAINTAINED FOR THE PROPERTY.
- SPEED BUMPS/HUMPS ARE NOT PERMITTED WITHIN A FIRE LANE.
- FIRE LANES SHALL BE PROVIDED WITHIN 150 FEET OF ALL EXTERIOR WALLS OF ANY BUILDING FOR HOSE LAY REQUIREMENTS.
- THE FIRE LANE SHALL BE A MINIMUM OF 24 FEET WIDE.
- BUILDINGS MORE THAN 30 FEET IN HEIGHT ARE REQUIRED TO HAVE A MINIMUM OF A 26-FOOT WIDE FIRE LANE IN THE IMMEDIATE VICINITY FOR FIRE FIGHTING OPERATIONS OF THE BUILDING. ONE OF THE 26-FOOT-WIDE FIRE LANES SHALL BE LOCATED A MINIMUM OF 15 FEET FROM THE BUILDING AND NO MORE THAN 30 FEET.
- THE INSIDE TURNING RADIUS OF THE 24-FOOT FIRE LANE SHALL BE A MINIMUM OF 30 FEET.
- THE INSIDE TURNING RADIUS OF THE 26-FOOT FIRE LANE SHALL BE A MINIMUM OF 30 FEET.
- DEAD-END FIRE LANES ARE ONLY PERMITTED WITH APPROVED HAMMERHEADS.
- FIRE HYDRANTS SHALL BE PROVIDED AT THE ENTRANCES AND INTERSECTIONS. LANDSCAPE AROUND THE FIRE HYDRANT SHALL BE NO HIGHER THAN 12 INCHES AT THE MATURE HEIGHT.
- AS PROPERTIES DEVELOP, FIRE HYDRANTS SHALL BE LOCATED AT ALL INTERSECTING STREETS AND THE MAXIMUM SPACING SHALL BE EVERY 300 FEET (300') FOR ALL DEVELOPMENTS AND FACILITIES OTHER THAN R3, R3.3 DEVELOPMENTS SHALL BE EVERY 500 FEET (500'). DISTANCES BETWEEN HYDRANTS SHALL BE MEASURED ALONG THE ROUTE THAT FIRE HOSE IS LAID BY A FIRE APPARATUS FROM HYDRANT-TO-HYDRANT, NOT AS THE "CROW FLIES".
- FIRE DEPARTMENT CONNECTION (FDC) FOR THE FIRE SPRINKLER SYSTEM SHALL BE LOCATED WITHIN 50 FEET OF A FIRE HYDRANT AND 50 FEET OF A FIRE LANE. 5" STORZ, 30-DEGREE DOWNWARD TURN WITH LOCKING CAP.
- FIRE HYDRANTS SHALL BE LOCATED 2 FOOT (2') TO 6 FOOT (6') BACK FROM THE CURB OR FIRE LANE AND SHALL NOT BE LOCATED IN THE BULB OF A CUL-DE-SAC.
- THERE SHALL BE A MINIMUM OF TWO (2) FIRE HYDRANTS SERVING EACH PROPERTY WITHIN THE PRESCRIBED DISTANCES LISTED ABOVE. A MINIMUM OF ONE FIRE HYDRANT SHALL BE LOCATED ON EACH LOT.
- A MINIMUM 10-FOOT UNOBSTRUCTED WIDTH SHALL BE PROVIDED AROUND A BUILDING FOR ADEQUATE FIRE DEPARTMENT ACCESS. A CONTINUOUS ROW OF PARKING AND LANDSCAPING SHALL BE CONSIDERED A BARRIER.
- THE MAXIMUM DEAD-END CUL-DE-SAC LENGTH SHALL NOT EXCEED SIX HUNDRED FEET (600') AS MEASURED FROM THE CENTERLINE OF THE INTERSECTION STREET TO THE CENTER POINT OF THE RADIUS.
- ONE-AND TWO-FAMILY DWELLINGS AUTOMATIC FIRE SYSTEMS, AUTOMATIC FIRE PROTECTION SYSTEMS PER NFPA 13D OR NFPA 13R SHALL BE PROVIDED IN ALL ONE-AND TWO-FAMILY DWELLINGS WITH A CONDITIONED FLOOR AREA OF 5,500 SQUARE FEET OR GREATER, DWELLINGS THREE (3) STORIES OR GREATER, OR DWELLINGS WITH ROOF HEIGHTS EXCEEDING THIRTY-FIVE FEET (35') FROM GRADE.
- HANDICAPPED PARKING AREAS AND BUILDING ACCESSIBILITY SHALL CONFORM TO THE AMERICANS WITH DISABILITIES ACT (ADA) AND WITH THE REQUIREMENTS OF THE CURRENT, ADOPTED BUILDING CODE.
- ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL.
- ALL FENCES AND RETAINING WALLS SHALL BE SHOWN ON THE SITE PLAN AND ARE SUBJECT TO BUILDING OFFICIAL APPROVAL.
- ALL EXTERIOR BUILDING MATERIALS ARE SUBJECT TO BUILDING OFFICIAL APPROVAL AND SHALL CONFORM TO THE APPROVED FACADE PLAN.
- SIDEWALKS OF NOT LESS THAN SIX (6) FEET IN WIDTH ALONG THOROUGHFARES AND COLLECTORS AND FIVE (5) FEET IN WIDTH ALONG RESIDENTIAL STREETS AND BARRIER-FREE RAMPS AT ALL CURB CROSSINGS SHALL BE PROVIDED PER TOWN STANDARDS.
- APPROVAL OF THE SITE PLAN IS NOT FINAL UNTIL ALL ENGINEERING PLANS ARE APPROVED BY THE ENGINEERING SERVICES DEPARTMENT.
- ALL NEW ELECTRICAL LINES SHALL BE INSTALLED AND/OR RELOCATED UNDERGROUND.
- SITE PLAN APPROVAL IS REQUIRED BEFORE THE GRADING RELEASE.
- ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW PER THE ZONING ORDINANCE.
- ALL LANDSCAPE EASEMENTS MUST BE EXCLUSIVE OF ANY OTHER TYPE OF EASEMENT.
- IMPACT FEES WILL BE ASSESSED PER THE LAND USE CLASSIFICATION(S) IDENTIFIED ON THE SITE DATA SUMMARY TABLE. HOWEVER, CHANGES TO THE PROPOSED LAND USE AT THE TIME OF CO AND/OR FINISH-OUT PERMIT MAY RESULT IN ADDITIONAL IMPACT FEES AND/OR PARKING REQUIREMENTS.
- THE APPROVAL OF A SITE PLAN SHALL BE EFFECTIVE FOR EIGHTEEN (18) MONTHS FROM THE DATE OF APPROVAL BY THE PLANNING & ZONING COMMISSION, AT THE END OF WHICH TIME THE APPLICANT MUST HAVE SUBMITTED AND RECEIVED THE APPROVAL OF ENGINEERING PLANS AND BUILDING PERMITS. IF THE ENGINEERING PLANS AND BUILDING PERMITS ARE NOT APPROVED, THE SITE PLAN APPROVAL, TOGETHER WITH ANY PRELIMINARY SITE PLAN FOR THE PROPERTY, IS NULL AND VOID.
- THE TOWN CURRENTLY CONTRACTS WITH PUBLIC SERVICES FOR WASTE DISPOSAL SERVICES. THEY MAY BE CONTACTED AT 972.870.9424.
- THE FOLLOWING THREE (3) FLOODPLAIN AMENITIES ARE BEING PROPOSED:
  - BUILDING ORIENTATION SUCH THAT THE ENTIRE SIDE OF THE BUILDING ADJACENT TO THE FLOOD PLAIN IS NOT THE BACK OF THE BUILDING.
  - A 30 FOOT LANDSCAPE EDGE ADJACENT TO THE FLOODPLAIN OF THE MAJOR CREEK WITH A DOUBLE ROW OF THREE (3) INCH CALIBER TREES PLANTED ON 30 FOOT CENTERS.
  - BUILDING TO HAVE THE SAME BUILDING MATERIALS AND ARCHITECTURAL ELEMENTS ON ALL FOUR SIDES.



ENGINEER:  
**FORESITE group**  
 TBPE Firm No. F-12878  
 Foresite Group, LLC  
 4925 Greenville Avenue  
 Suite 480  
 Dallas, TX 75206  
 D/B/A Foresite Consulting Group of Texas, LLC.  
 P | 214.939.7123  
 F | 770.368.1944  
 W | www.foresitegroup.net

**ITSC**  
 IMPROVING CRITICAL FACILITIES  
 TUBESING SOLUTIONS  
 2020 DIPLOMAT DR.  
 DALLAS, TX 75234  
 CONTACT: MR. AARON CASEY

**1 UNITED VOLLEYBALL CENTER**  
 LOT 4 - FIRST STREET  
 PROSPER, DENTON COUNTY, TX 75078

SEAL:  
  
 REVISIONS: \_\_\_\_\_ DATE: \_\_\_\_\_

APPLICANT/TOWNER:  
 FISHTRAP PROPERTIES, LLC  
 TUBESING SOLUTIONS  
 2020 DIPLOMAT DR.  
 DALLAS, TX 75234  
 (972) 354-2681  
 CONTACT: AARON CASEY

PROJECT MANAGER: JSE  
 DRAWING BY: JMR  
 JURISDICTION: TOWN OF PROSPER  
 DATE: 02/23/2024  
 TITLE:

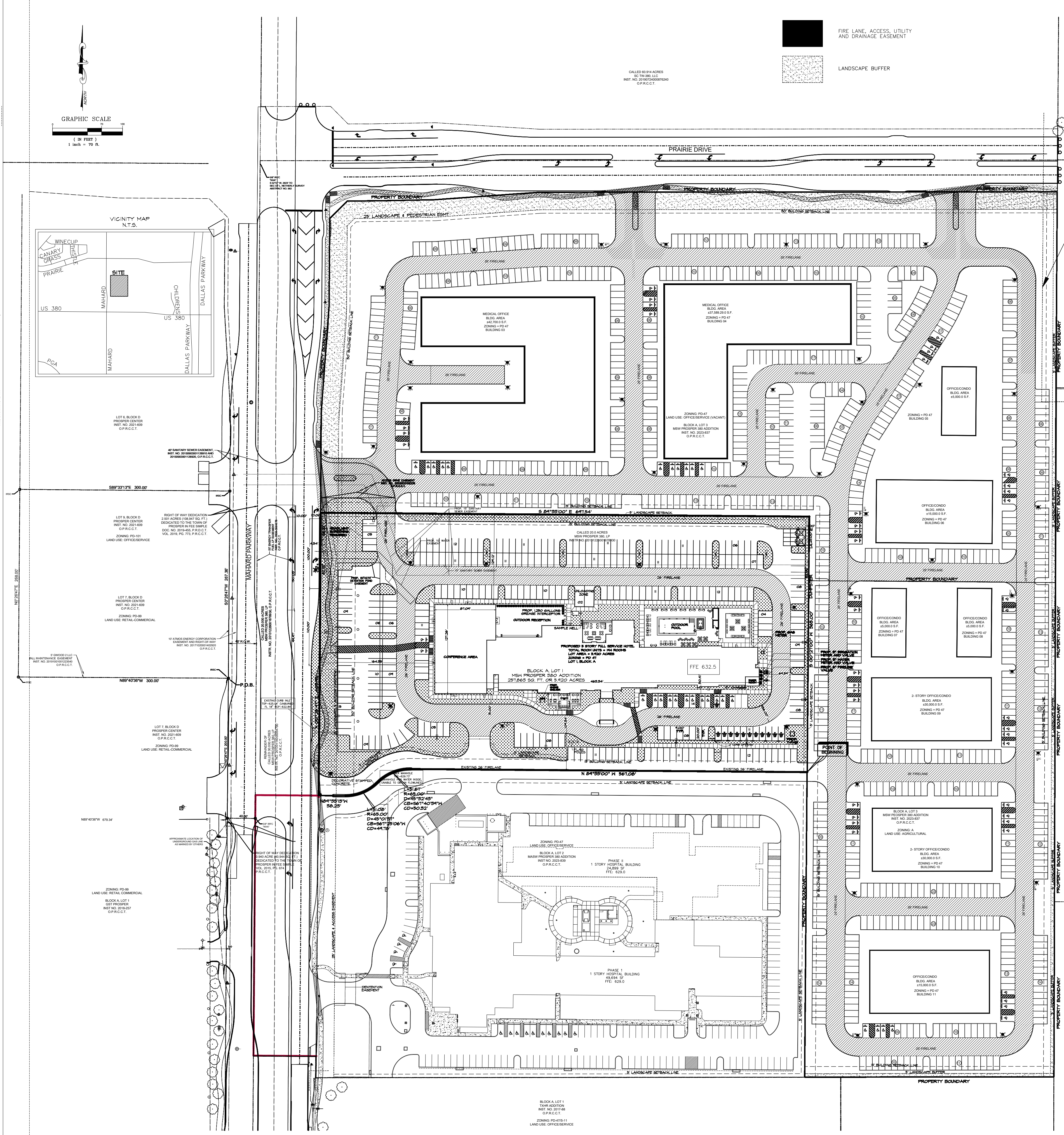
LOT 4 - FIRST STREET  
 PROSPER, DENTON COUNTY, TX 75078  
 MAV ADDITION, BLOCK A, LOT 4

**SITE PLAN**  
 SHEET NUMBER:  
**DEVAPP-23-0030**

COMMENTS: NOT RELEASED FOR CONSTRUCTION  
 JOB/FILE NUMBER: 1196.002

K:\1196-TSC\1196.002\_1 UNITED VOLLEYBALL CENTER\CVL\_GS\CAD\CDS\SITE PLAN.DWG





■ FIRE LANE, ACCESS, UTILITY AND DRAINAGE EASEMENT  
 ■ LANDSCAPE BUFFER

- ### TOWN OF PROSPER GENERAL SITE PLAN 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 CLASSIFICATION(S) IDENTIFIED ON THE SITE DATA SUMMARY TABLE; HOWEVER, CHANGES TO THE PROPOSED LAND USE AT THE TIME OF CO AND/OR FINISH-OUT PERMIT MAY RESULT IN ADDITIONAL IMPACT FEES AND/OR PARKING REQUIREMENTS.
  - THE APPROVAL OF A PRELIMINARY SITE PLAN SHALL BE EFFECTIVE FOR A PERIOD OF TWO (2) YEARS FROM THE DATE THAT THE PRELIMINARY SITE PLAN IS APPROVED BY THE PLANNING & 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

**40' SANITARY SEWER EASEMENT INST. NO. 20190206000124290 O.P.R.C.C.T.**

**CALLED 72.2412 ACRES CHILDREN'S HEALTH SYSTEM OF TEXAS INSTR. NO. 20190418000418890 O.P.R.C.C.T.**

**CONSULTANTS**

**Civil Engineer**  
 Name: GS Engineering Group, LLC  
 Usama El Shamy, PE  
 TX FIRM CERTIFICATION No.: F-17713  
 Address: 2300 McDermott Dr., STE 200-381  
 Plano, TX 75025  
 Phone: 972-225-8006  
 e-mail: elshamy@gmail.com  
 website: www.gsengr.com

**REVISIONS**

No.	Date	Action
1	9/6/2023	ADDRESSED 7/7/23 TOWN COMMENTS
2	11/14/2023	ADDRESSED 11/23 TOWN COMMENTS
3	12/19/2023	ADDRESSED 12/13/23 TOWN COMMENTS
4	1/4/2024	ADDRESSED 1/25/24 TOWN COMMENTS
5	5/2/2024	ADDRESSED 4/30/24 TOWN COMMENTS

**PROJECT NAME**  
**HILTON GARDEN INN HOMewood SUITES by Hilton**

**FACILITY # HGI PROSPER 58965**  
**MAHARD PARKWAY**  
**PROSPER, TEXAS**

**DRAWING NAME**

**PRELIMINARY SITE PLAN**

Drawn By : UE  
 Checked By : UE  
 Issue Date : 1/4/2024  
 Scale :  
 Job No. : GS 0021215

**SEAL**

NOT VALID WITHOUT SEAL

LOT 1:

BLOCK	BUILDING	ZONING	PROPOSED USE	LOT AREA (sq. ft.)	LOT AREA (ac.)	BLDG. AREA (sq. ft.)	BLDG. HT. (ft.)	FLOOR AREA RATIO	TOTAL PARKING REQUIRED	TOTAL PARKING PROVIDED	HANDICAP PARKING REQUIRED	HANDICAP PARKING PROVIDED	INTERIOR PARKING LANDSCAPING REQUIRED (SF)	INTERIOR PARKING LANDSCAPING PROVIDED (SF)	OPEN SPACE 7% OF LOT AREA (SF)	OPEN SPACE PROVIDED (SF)
A	2	PD 47	FULL-SERVICE HOTEL	257,875.0	5.92	220,190.65	132.365	72'-4.25"	0.51	331 SP	10	14	3,330.0	10,760.0	18,051	9% (23,816.88)

LOT 3:

BLOCK	BUILDING	ZONING	LOT AREA (sq. ft.)	LOT AREA (ac.)	BLDG. AREA (sq. ft.)	BLDG. HT. (ft.)	FLOOR AREA RATIO	TOTAL PARKING REQUIRED	TOTAL PARKING PROVIDED	HANDICAP PARKING REQUIRED	HANDICAP PARKING PROVIDED	INTERIOR PARKING LANDSCAPING REQUIRED (SF)	INTERIOR PARKING LANDSCAPING PROVIDED (SF)	OPEN SPACE 7% OF LOT AREA (SF)	OPEN SPACE PROVIDED (SF)	
A	3	PD 47	199,901	4.59	42,725.04	34'-0"	0.23	1 SPAZ/200 SF = 191 SP	175 SP	9	9			13,993	25.7% (51,414)	
A	4	PD 47	181,757	4.17	37,589.29	60'-0"	0.21	1 SPAZ/200 SF = 191 SP	238 SP	10	10			12,723	20.3% (36,982)	
A	5	PD 47	69,594	1.60	5,000.00	34'-0"	0.07	1 SPAZ/200 = 15 SP	55 SP	3	4			4,872	51.8% (36,043)	
A	6	PD 47	60,562	1.39	15,000.00	34'-0"	0.25	1 SPAZ/200 = 15 SP	67 SP	3	8			4,538	27.2% (16,678)	
A	7	PD 47	22,383	0.51	5,000.00	34'-0"	0.22	1 SPAZ/200 = 15 SP	23 SP	1	2			1,568	40.3% (9,026)	
A	8	PD 47	22,211	0.51	5,000.00	34'-0"	0.23	1 SPAZ/200 = 15 SP	23 SP	1	2			1,555	37.8% (8,350)	
A	9	PD 47	64,967	1.19	30,000.00	40'-0"	0.46	1 SPAZ/200 = 88 SP	88 SP	4	8			4,550	21.8% (14,057)	
A	10	PD 47	67,106	1.54	30,000.00	40'-0"	0.45	1 SPAZ/200 = 88 SP	88 SP	4	8			4,697	20.60% (13,828)	
A	11	PD 47	73,936	1.70	15,000.00	24'-0"	0.20	1 SPAZ/200 = 43 SP	95 SP	4	8			5,176	29.84% (22,066)	
				762,447.0	17.20	185,314.33			625 SP	850 SP	39	59	18,650.0	42,414.0	53,372	27.34% (208,446)

NOTE: DUMPSTER PLACEMENT ON LOT 3 WILL BE DETERMINED WITH THE SITE PLAN.

**HILTON GARDEN INN HOMewood SUITES by Hilton**

MSW PROSPER 380 ADDITION  
 BLOCK A LOT 1 AND LOT 3  
 CASE NO. DEVAPP-23-0102  
 FACILITY # HGI PROSPER 58965  
 MAHARD PARKWAY  
 TOWN OF PROSPER, TEXAS  
 PRELIMINARY SITE PLAN

OWNER/DEVELOPER:  
**PEACH TREE GROUP OF INVESTMENT INC**  
 1043 ELK MOUND DRIVE  
 FRISCO, TX 75033  
 PHONE: 620 253 0289  
 EMAIL: pttm@ptt.com

OWNER/DEVELOPER:  
**MSW PROSPER 380 ADDITION**  
 320 W MAIN STREET  
 FRISCO, TX 75033  
 PHONE: 972-221-1195  
 EMAIL: kshah@mswprospertexas.com

ENGINEER:  
 GS Engineering Group, LLC  
 Usama El Shamy, PE  
 TX FIRM CERTIFICATION No.: F-17713  
 Address: 2300 McDermott Dr., STE 200-381  
 Plano, TX 75025  
 Phone: 972-225-8006  
 e-mail: elshamy@gmail.com  
 website: www.gsengr.com



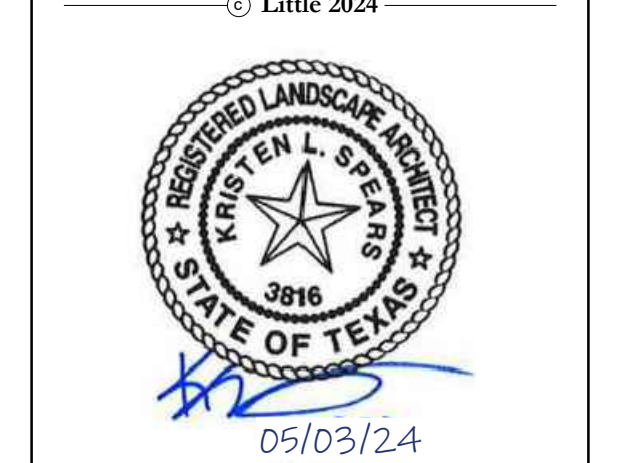
Chick-fil-A

Chick-fil-A  
5200 Buffington Road  
Atlanta, Georgia 30349



615 South College Street, Suite 1600  
Charlotte, NC 28202  
T: 704.525.6350  
www.littleonline.com

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**CHICK-FIL-A**  
**SITE MODIFICATIONS**  
1091 S. PRESTON RD.  
PROSPER, TX 75078

**FSR#03893**  
BUILDING TYPE / SIZE: \_\_\_\_\_  
RELEASE: \_\_\_\_\_  
**REVISION SCHEDULE**  
NO. DATE DESCRIPTION  
CONSULTANT PROJECT # 101.18962.00

**SITE PLAN**  
GATES OF PROSPER PHASE 1  
BLOCK B, LOT 2  
DEVAPP-23-0198  
Being 1.5 Acres Out Of The  
BEN RENISON SURVEY, ABSTRACT NO. 755  
TOWN OF PROSPER, COLLIN COUNTY, TEXAS  
MAY 3, 2024

SHEET NUMBER  
**C1.0**

**LEGEND**

PROPOSED CONCRETE VEHICULAR PAVEMENT  
PROPOSED CONCRETE SIDEWALK  
PROPOSED BYPASS LANE STRIPING  
PROPOSED RETAINING WALL  
PROPOSED SAFETY RAILING

EX. FIRE HYDRANT  
EX. WATER VALVE  
EX. GAS VALVE  
EX. SEWER MANHOLE  
EX. CATCH BASIN  
EX. CURB INLET  
EX. TELEPHONE PEDESTAL  
EX. LIGHT POLE  
EX. OVERHEAD UTILITY LINE  
POINT OF BEGINNING  
MEASURED  
IRON PIN FOUND  
CALCULATED POINT

EX. FIRE DEPT. CONNECTION  
EX. WATER METER  
EX. SEWER LINE  
EX. CLEAN OUT  
EX. STORM DRAIN MANHOLE  
EX. TRANSFORMER  
EX. CABLE BOX  
EX. POWER POLE  
EX. FENCE  
POINT OF COMMENCEMENT  
RECORD  
IRON PIN SET

**TOWN OF PROSPER STANDARD NOTES**

A. ALL DEVELOPMENT STANDARDS SHALL FOLLOW TOWN STANDARDS.

B. LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY THE TOWN OF PROSPER.

C. ALL DEVELOPMENT STANDARDS SHALL FOLLOW FIRE REQUIREMENTS PER THE TOWN OF PROSPER.

D. 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.

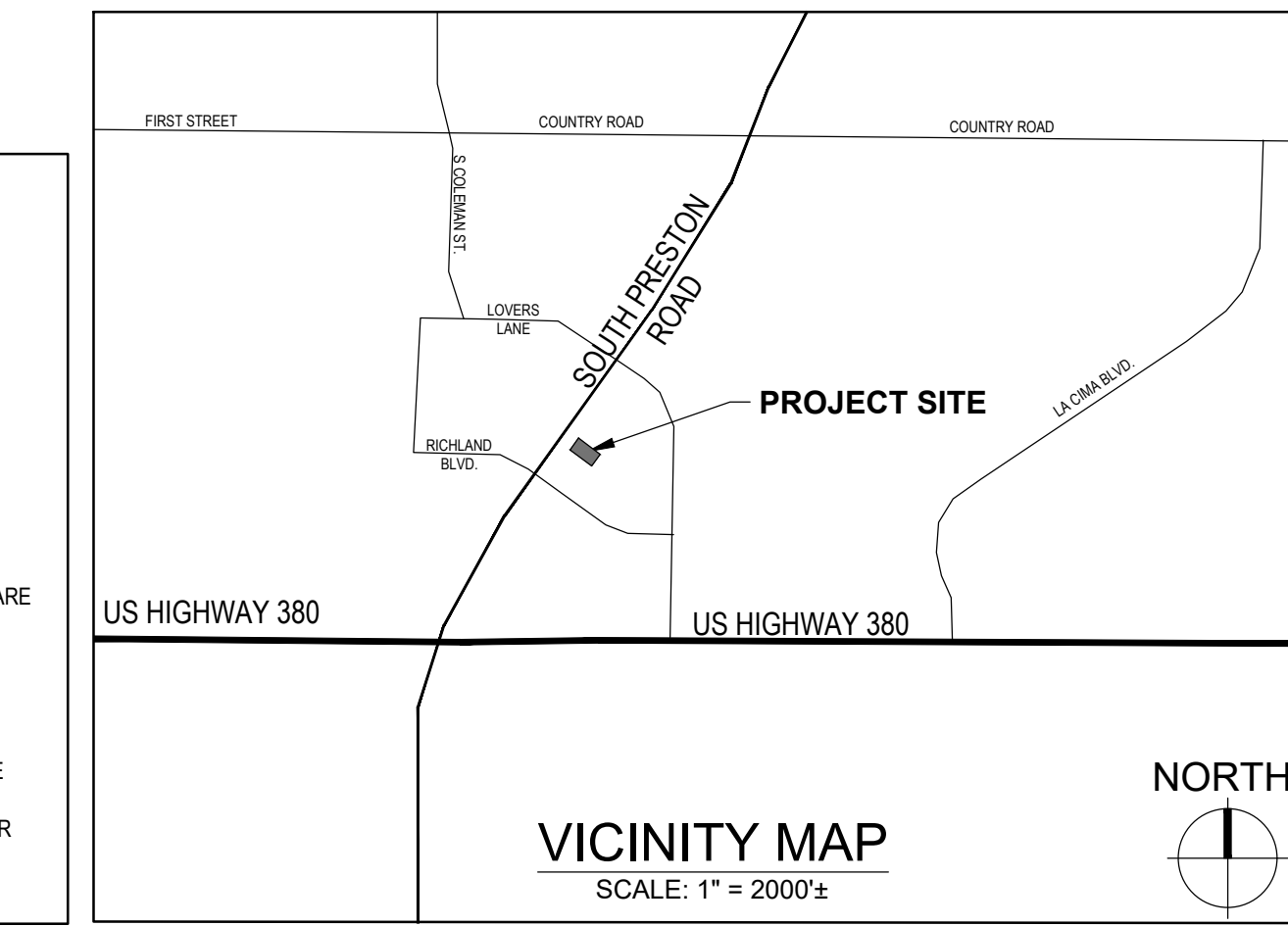
E. ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL.

F. IMPACT FEES WILL BE ASSESSED IN ACCORDANCE WITH THE LAND USE CLASSIFICATION(S) IDENTIFIED ON THE SITE DATA SUMMARY TABLE; HOWEVER, CHANGES TO THE PROPOSED LAND USE AT THE TIME OF CO AND/OR FINISH-OUT PERMIT MAY RESULT IN ADDITIONAL IMPACT FEES AND/OR PARKING REQUIREMENTS.

G. THE APPROVAL OF A PRELIMINARY SITE PLAN SHALL BE EFFECTIVE FOR A PERIOD OF TWO (2) YEARS FROM THE DATE THAT THE PRELIMINARY SITE PLAN IS APPROVED BY THE PLANNING & 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.

H. 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.

I. SEE SHEET C2.0 FOR CONSTRUCTION PLAN AND SHEET C2.1 FOR MATERIALS PLAN.



**SITE INFORMATION BLOCK:**

LEGAL DESCRIPTION: GATES OF PROSPER PHASE 1, BLOCK B, LOT 2  
TOWN PROJECT NO.: DEVAPP-23-0198  
PLAN PREPARATION DATE: 05/03/2024

**PROPERTY OWNER**  
380 & 289 L.P.  
1 COWBOYS WAY  
FRISCO, TX 75034  
(214) 740-4466

**APPLICANT**  
CHICK-FIL-A  
5200 BUFFINGTON ROAD  
ATLANTA, GA 30349  
JOHN ROMANELLO  
(336) 406-9128

**ENGINEER / APPLICANT**  
LITTLE  
SUITE 1600  
615 SOUTH COLLEGE STREET,  
CHARLOTTE, NC 28202  
KRISTEN SPEARS, PLA  
(703) 908-4527

**REVISIONS REQUESTED:**

DRIVE THRU LANE EXPANSION AFTER THE EXISTING ORDER POINTS. WIDEN THE DRIVE THRU FROM 19' TO 22'. THE PROPOSED LANES ARE AS FOLLOWS:

- 2' WIDE TEAM MEMBER STRIPING DIRECTLY ADJACENT TO THE CURB
- 10' WIDE LANE FOR VEHICLES
- 10' WIDE ESCAPE LANE

THE EXPANSION PROVIDED TEAM MEMBER SAFETY AND PROVIDING 10' WIDE LANES HELPS LARGER VEHICLES NAVIGATE THROUGH THE DRIVE-THRU.

THE DRIVE THRU EXPANSION WILL REQUIRE AN ENCROACHMENT INTO THE 5' LANDSCAPE SETBACK. THE ADDITIONAL MEASURES PROVIDED IN LIEU OF THE 5' LANDSCAPE SETBACK ARE THE FOLLOWING:

- ENHANCED LANDSCAPE PLANTING IN THE EXISTING PLANTING AREA FRONTING SOUTH PRESTON ROAD
- A RECONSTRUCTED RETAINING WALL AT THE SOUTH PROPERTY LINE. THE RETAINING WALL WILL ALSO BE A SCREEN WALL AT THE DRIVE-THRU PICK-UP LANE TO SCREEN THE DRIVE-THRU.
- ADDITIONAL PLANT MATERIAL WILL BE PROVIDED IN FRONT OF THE RETAINING WALL FOR ADDITIONAL SCREENING AND TO SOFTEN THE LOOK BETWEEN THE PROPERTIES.

**GENERAL LAYOUT NOTES**

A. ALL TRAFFIC CONTROL SIGNAGE, DEVICES, AND STRIPING TO CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D.).

B. ALL PAVING CUTS SHALL BE MADE BY SAW CUTS.

C. EXISTING ELEVATIONS SHALL BE FIELD VERIFIED AND MATCHED.

D. CONTRACTOR TO COORDINATE ANY CHANGES IN FIELD CONDITIONS THAT MAY REVISE THE DESIGN WITH DESIGNER OF RECORD PRIOR TO PROCEEDING.

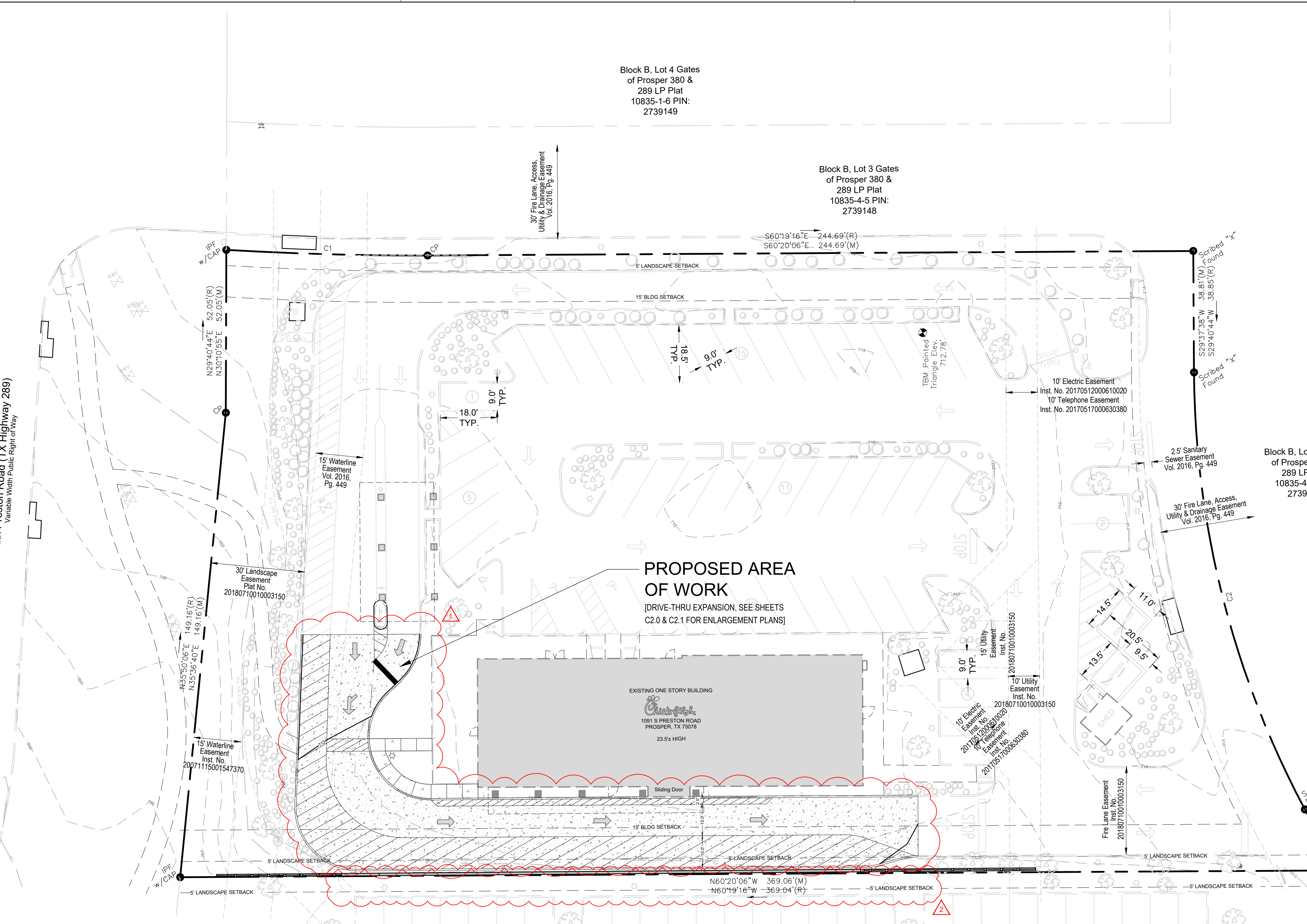
E. ALL DIMENSIONS ARE TO FACE OF CURB OR TO FINISHED FACE OF BUILDING UNLESS NOTED OTHERWISE.

F. ALL RADI ON CURBS SHALL BE 5'-0" UNLESS NOTED OTHERWISE.

G. ALL ACCESSIBLE PARKING SPACES SHALL DISPLAY APPROVED RESERVED PARKING SPACE SIGNAGE AS PRESCRIBED BY THE AMERICANS WITH DISABILITIES ACT (ADA), M.U.T.C.D., AND ANY ADDITIONAL STATE AND/OR LOCAL REQUIREMENTS. HEIGHT FROM FINISHED GRADE TO BOTTOM OF SIGN IN ANY LOCATION SHALL BE 84" MINIMUM.

H. ALL WORK WITHIN THE RIGHT OF WAY OF ALL ROADS AND HIGHWAYS SHALL BE IN ACCORDANCE WITH THE STANDARDS AND SPECIFICATIONS OF THE APPROPRIATE STATE AND/OR LOCAL JURISDICTION. CONTRACTOR SHALL SECURE ALL NECESSARY DRIVEWAY AND ENCROACHMENT PERMITS PRIOR TO CONSTRUCTION. IF NECESSARY, CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL DURING CONSTRUCTION WITHIN THE RIGHT OF WAY. PER WORK AREA TRAFFIC CONTROL HANDBOOK (W.A.T.C.H.) STANDARDS.

I. A MINIMUM OF 18" IS TO BE MAINTAINED BETWEEN ALL PAVED SURFACES AND TOPS OF FOOTINGS.

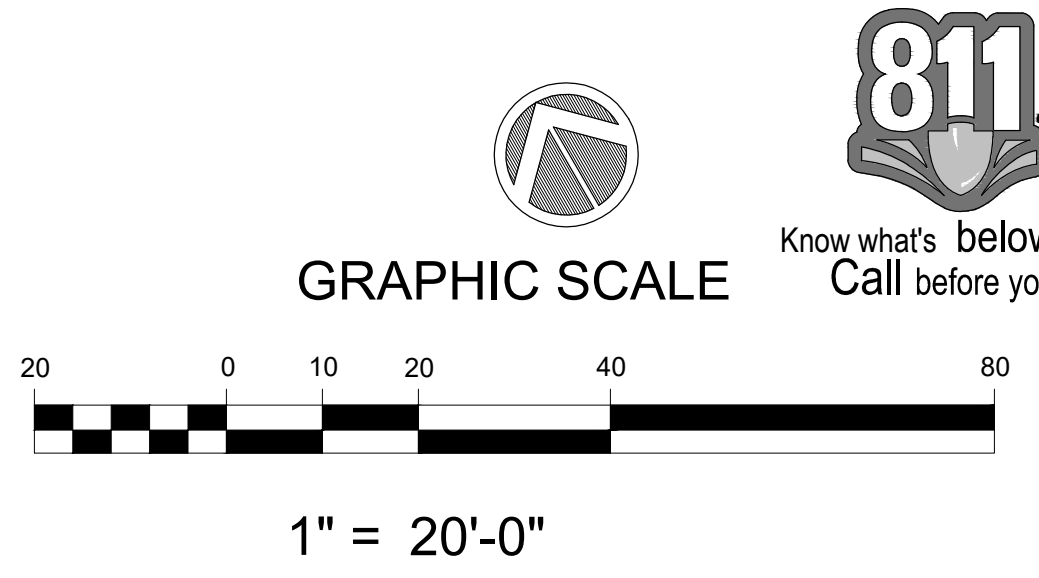


**CURVE DATA (M)**

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	1020.50'	64.36'	S58°24'44" E	64.35'
C2	300.00'	145.51'	S15°45'44" W	144.09'
C3	300.00'	21.75'	S03°47'10" W	21.75'

**CURVE DATA (R)**

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	1020.50'	64.36'	S58°30'52" E	64.35'
C2	300.00'	145.55'	S15°46'48" W	144.12'
C3	300.00'	21.72'	S03°57'20" W	21.72'



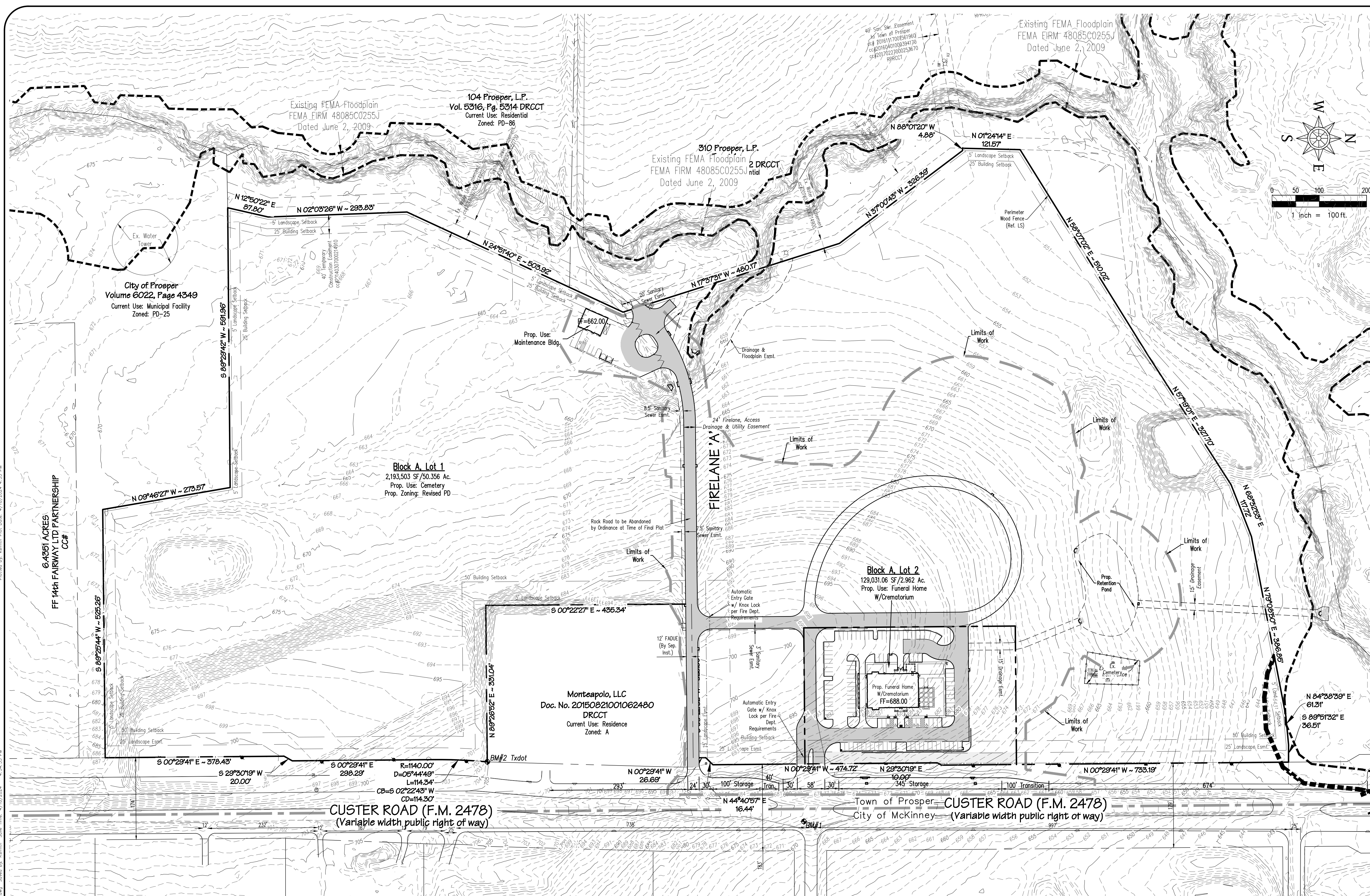
**CAUTION!!!**

THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE ONLY APPROXIMATE. NO GUARANTEE IS EITHER EXPRESS OR IMPLIED AS TO THE COMPLETENESS OF ACCURACY THEREOF. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.

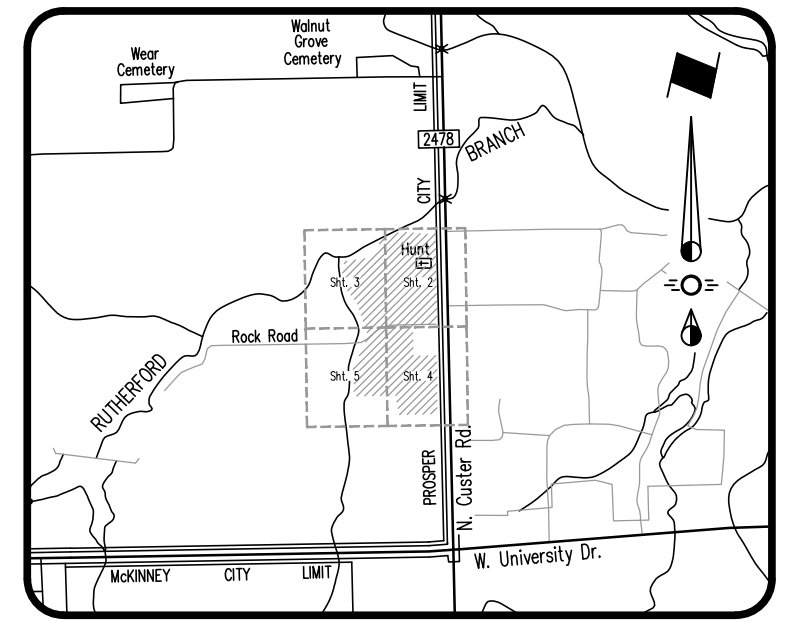
**SITE DATA SUMMARY TABLE**

NOTE: MODIFICATIONS FROM APPROVED PLAN, CASE NO. D17-0081, APPROVED 2/20/2018

LOT NO.	LOT AREA	ZONING	PROPOSED USE	BUILDING SQ.FT.	BLDG. HEIGHT	LOT COVERAGE	PARKING REQUIRED (1:100)	PARKING PROVIDED	ACCESSIBLE PARKING REQUIRED	ACCESSIBLE PARKING PROVIDED	INTERIOR LANDSCAPE REQUIRED (SQ.FT.)	INTERIOR LANDSCAPE PROVIDED (SQ. FT.)	OPEN SPACE REQUIRED 7% (SQ. FT.)	OPEN SPACE PROVIDED (SQ. FT.)	IMPERVIOUS AREA PROVIDED (SQ. FT.)	FLOOR AREA RATIO
BLK. B, LOT 2	1.49 AC 64,887 SQ.FT.	PD-67	Restaurant with drive-thru (no change)	4,996	23.5' (1 story)	7.70%	50	50	2 including 1 van accessible space	2 including 1 van accessible space 2	750	4,150 (no change)	4,540	6,554	49,482 (additional 725 sq. ft.)	0.077:1



Site Data Summary Table		
General Site Data	Lot 1	Lot 2
Zoning	PD-105	PD-105
Land Use	Cemetery	Funeral Home W/Crematorium
Lot Area Gross (SF)	2,193,503	129,031
Lot Area Gross (Ac)	50.356	2.962
Building Footprint Area	2,000	7,881
Total Building Area	2,000	5,978
Building Height	1 Story- 25'	1 Story- 30'
Lot Coverage	0.1%	6.2%
Floor Area Ratio	0.001:1	0.061:1
<b>Parking</b>		
Parking Ratio	NA	1 per 250 SF
Parking Required	NA	79
Parking Provided	NA	106
Accessible Parking Required	NA	5
Accessible Parking Provided	NA	6
<b>Landscaping</b>		
Required Interior Parking Landscape	60	1,590
Interior Landscape Area Provided	700	40,127
Impervious Area(SF)	37,994	85,847
Open Space Required (7%)	153,545	9,032
Open Space Provided	2,042,953	30,310



**LEGEND**

- Firelane, Access, Drainage & Utility Easement
- ROW Centerline
- Property Line
- Proposed Inlet

- Town of Prosper Site Plan 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 classification(s) identified on the Site Data Summary Table; however, changes to the proposed land use at the time of CO and/or finish-out permit may result in additional impact fees and/or parking requirements.
  - The approval of a Preliminary Site Plan shall be effective for a period of two (2) years from the date that the Preliminary Site Plan is approved by the Planning & Zoning Commission, at the end of which time the applicant must have submitted and received the approval of a Site Plan approval is 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.

Note: Berming along Custer Road shall be provided as required by the Zoning Ordinance, ranging in height from 3-6 feet and an overall minimum average of 4.5 feet.

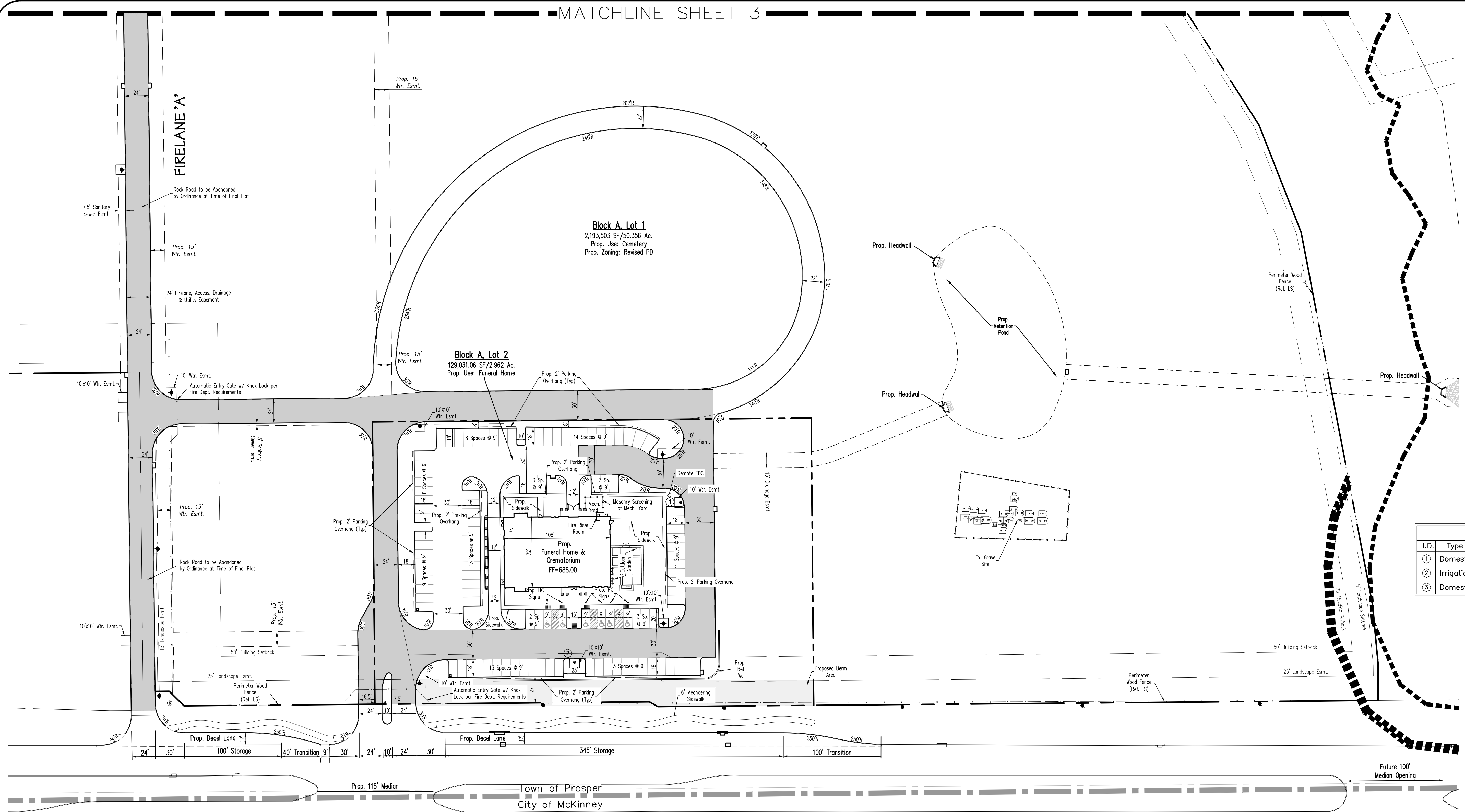
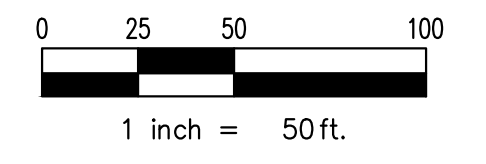
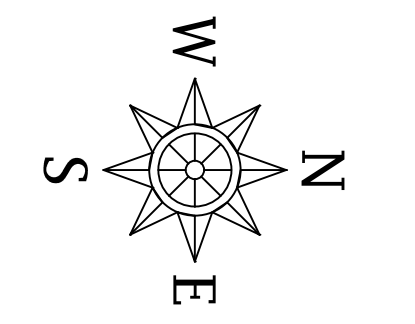
Note: This development proposes to use residential style tote trash and recycling receptacles that will be stored internal to the building. If receptacles are stored outside of the building, a masonry screening wall will be required to be constructed in conformance with the Zoning Ordinance.

CASE No. - DEVAPP-24-0016  
**SITE PLAN**  
**SCI Prosper Trails Addition**  
 Block A, Lot 1 & 2 - 53.318 Acres  
 SITUATED IN THE  
**JEREMIAH HORN SURVEY, ABSTRACT NO. 787**  
**IN THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS**

OWNER/APPLICANT  
 SCI Texas Funeral Services, LLC  
 1929 Allen Parkway  
 Houston, TX 77219  
 Telephone: (713) 525-5277  
 Contact: Cameron Alexander

ENGINEER / SURVEYOR  
 Spiars Engineering, Inc.  
 TBPE No. F-2121  
 765 Custer Road, Suite 100  
 Plano, TX 75075  
 Telephone: (972) 422-0077  
 Contact: David Bond

MATCHLINE SHEET 3



Water Meter Schedule					
I.D.	Type	Size	No.	Sewer	Remarks
①	Domestic	2"	1	6"	Proposed
②	Irrigation	2"	1	N/A	Proposed
③	Domestic	2"	1	6"	Proposed

LEGEND

- Firelane, Access & Utility Easement
- Existing Fire Hydrant
- Existing Water Valve
- Existing Sanitary Sewer Manhole
- Proposed Fire Hydrant
- Proposed Water Meter
- Proposed FDC
- ROW Centerline
- Property Line
- Proposed Inlet

CUSTER ROAD (F.M. 2478)  
(Variable width public right of way)

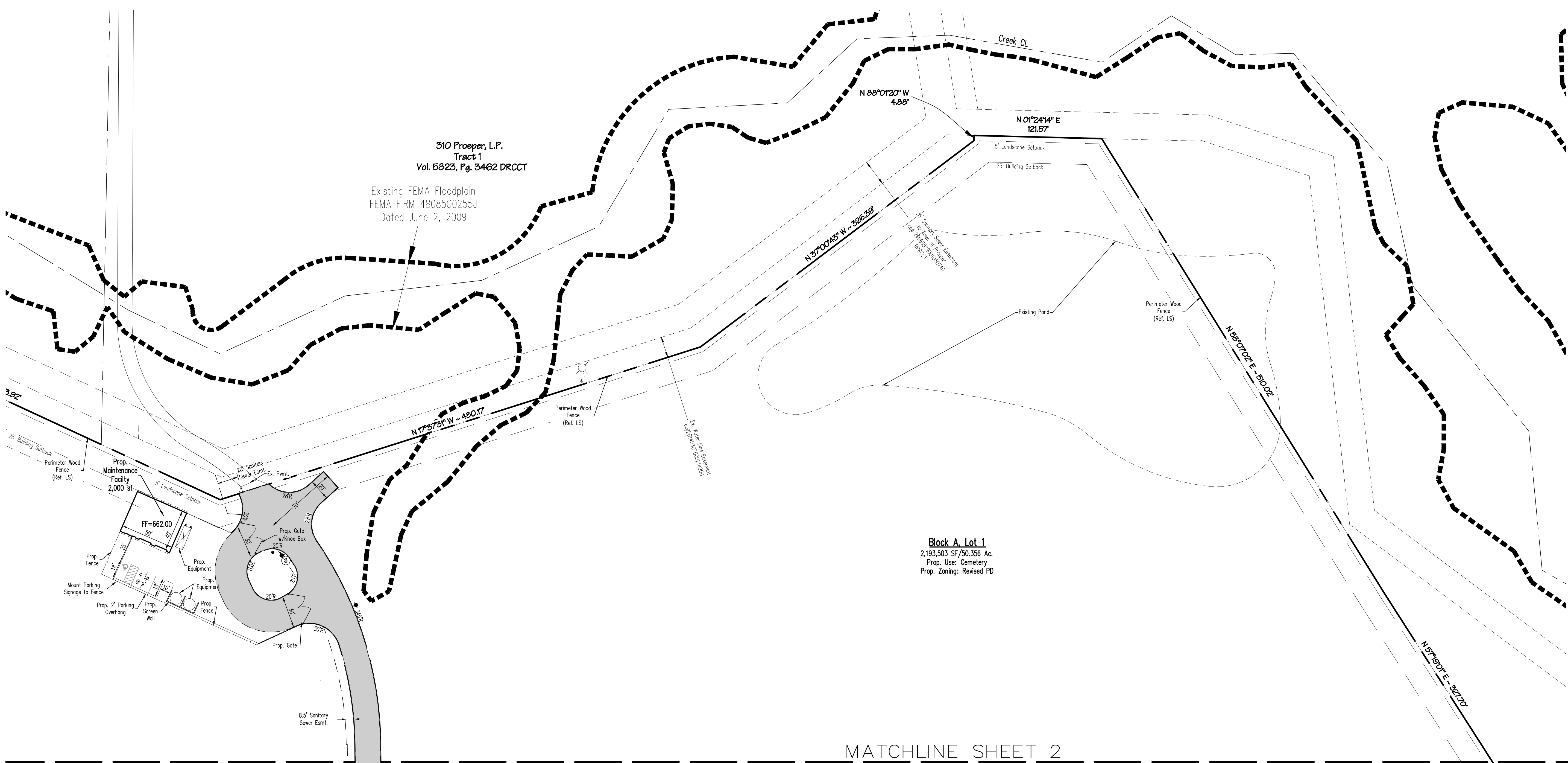
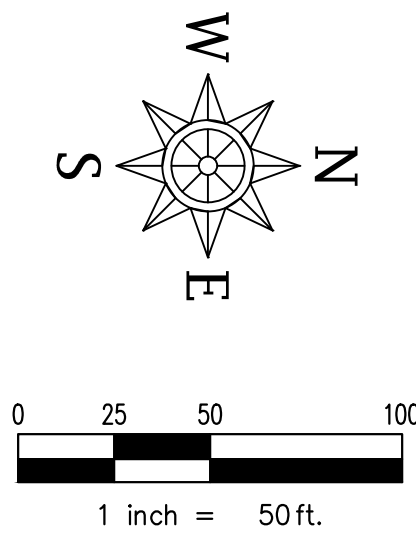
Town of Prosper  
City of McKinney

CASE No. - DEVAPP-24-0016  
 SITE PLAN  
**SCI Prosper Trails Addition**  
 Block A, Lot 1 & 2 - 53.318 Acres  
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 JEREMIAH HORN SURVEY, ABSTRACT NO. 787  
 IN THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS

OWNER/APPLICANT  
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 Plano, TX 75075  
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 Contact: David Bond

Drawing: G:\2020\_0850\20-167 North Dallas Cemetery\20-167 Site Plan.dwg - Saved By: Kamith - Save Time: 4/18/2024 4:54:33 PM  
 Plotted by: kamith Plot Date: 4/18/2024 4:56 PM



**LEGEND**

- Firelane, Access & Utility Easement
- Existing Fire Hydrant
- Existing Water Valve
- Existing Sanitary Sewer Manhole
- Proposed Fire Hydrant
- Proposed Water Meter
- Proposed FDC
- ROW Centerline
- Property Line
- Proposed Inlet

MATCHLINE SHEET 2

CASE No. - DEVAPP-24-0016  
 SITE PLAN  
**SCI Prosper Trails Addition**  
 Block A, Lot 1 & 2 - 53.318 Acres  
 SITUATED IN THE  
 JEREMIAH HORN SURVEY, ABSTRACT NO. 787  
 IN THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS

Water Meter Schedule					
I.D.	Type	Size	No.	Sewer	Remarks
①	Domestic	2"	1	6"	Proposed
②	Irrigation	2"	1	N/A	Proposed
③	Domestic	2"	1	6"	Proposed

OWNER/APPLICANT  
 SCI Texas Funeral Services, LLC  
 1929 Allen Parkway  
 Houston, TX 77219  
 Telephone: (713) 525-5277  
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 TBPE No. F-2121  
 765 Custer Road, Suite 100  
 Plano, TX 75075  
 Telephone: (972) 422-0077  
 Contact: David Bond

Drawing: C:\2020\_085030-167 North Dallas Cemetery\20-167 Site Plan.dwg - Saved By: Kamrin - Save Time: 4/18/2024 4:34:33 PM  
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## PARKS AND RECREATION

**To: Mayor and Town Council**

**From: Dan Baker, Parks and Recreation Director**

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

**Re: Turfgrass Mowing Maintenance Agreement – Various Locations**

**Town Council Meeting – May 14, 2024**

**Strategic Visioning Priority: 4. Provide Excellent Municipal Services**

**Agenda Item:**

Consider and act upon authorizing the Town Manager to execute an agreement between the Town of Prosper and V&A Landscape and Lawn to provide turfgrass mowing maintenance at various Town-owned locations for an estimated annual amount of \$355,500, with the option of four (4) one-year renewals.

**Description of Agenda Item:**

The Town of Prosper, through the Purchasing Department, solicited proposals for the mowing maintenance of various locations throughout the Town of Prosper. This contract will consolidate several mowing maintenance locations, including the Police Department building, the three Fire Station sites, and several other Town owned parks, trail, and median locations.

V&A Landscape and Lawn has been selected for award of the contract according to the 'Best Value' bid evaluation criteria. The initial term of the contract will be one (1) year, with four (4) optional, one-year renewal periods. V&A Landscape and Lawn has been selected for multiple contracts in the past and provides high quality results and customer service. V&A Landscape and Lawn was the second lowest bidder.

The lowest bidder's bid package did not fulfill all the requested items such as staffing experience and equipment inventory and was consequently not scored well. Staff assessed their work first-hand in a neighboring municipality and we determined that their quality of work did not meet Prosper's standards.

The existing contracts that the Town uses for grounds maintenance are listed below:

Contracts	Status	Funding Arrangement	Yearly Cost	Vendor
2024-05-A Whitley Place Landscape Maintenance	Awarded	Cost Sharing with HOA - managed by TOP	\$22,875.00	V&A Landscaping
2024-16-A Frontier Parkway Median Mowing	Pending Approval	Cost Sharing with Celina - managed by TOP	\$60,200.00	V&A Landscaping
2024-14-A Custer Road Median Mowing	Awarded	Cost Sharing with McKinney - managed by TOP	\$55,875.00	V&A Landscaping
2024-21-A ROW and Water Tower Mowing	Awarded	Managed by Public Works	\$19,044.00	Green World Care
2023-03-A 380 Mowing	Awarded	Cost Sharing with Frisco - managed by TOP	\$56,175.00	V&A Landscaping
2024-06-A Various Locations Landscape Services	Pending Approval	Managed by Parks	\$355,500.00	V&A Landscaping
2021-48-A First Street and Coit Landscape Services	Awarded	Managed by Parks	\$19,840.00	V&A Landscaping
			Total	\$589,509.00

The Town utilizes multiple mowing and landscape maintenance contracts. The reasoning for this is as follows:

- As the Town grows, new parks and medians will be added to our inventory incrementally. If an existing contract does not have room (contract cannot exceed amount by greater than 25%) we will enter into a new contract versus rebidding existing contracts to avoid the potential for increased inflationary costs and to avoid the large amount of staff time needed to accomplish this.
- We currently have entered or will be entering into maintenance agreements with neighboring municipalities and Prosper HOAs. Staff would like to keep these contracts separate from others to provide an added level of transparency when invoicing these organizations for their share of the work being performed.
- When the Town’s development slows and new sites are being added less frequently, and / or when some of the larger contracts mature, opportunities will arise to group like locations into individual contracts. Packages such as public buildings, parks, median locations east / west of Dallas Parkway, etc. can be developed with limited negative impact to operations.

**Budget Impact:**

The estimated annual cost is \$355,500, with the option of four (4) one-year renewals. Funds are available through the Parks & Recreation Contract Services account, 100-5480-60-02.

**Legal Obligations and Review:**

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

**Attached Documents:**

1. Partially Executed Contract for Services with Exhibits
2. Scoring Matrix
3. Bid Tab Pricing

**Town Staff Recommendation:**

Town Staff recommends the Town Council authorize the Town Manager to execute an agreement between the Town of Prosper and V&A Landscape and Lawn to provide turfgrass mowing maintenance at various Town-owned locations for an estimated annual amount of \$355,500, with the option of four (4) one-year renewals.

**Proposed Motion:**

I move to authorize the Town Manager to execute an agreement between the Town of Prosper and V&A Landscape and Lawn to provide turfgrass mowing maintenance at various Town-owned locations for an estimated annual amount of \$355,500, with the option of four (4) one-year renewals.



**TOWN OF PROSPER  
CONTRACT FOR SERVICES  
BID NO. 2024-06-A**

This Contract is made by the **Town of Prosper, Texas**, a municipal corporation ("Town") and **V&A Landscape and Lawn** ("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: Various Locations Landscape Services in sections 1 (Class A Properties) and 2 (Class C Properties) of RFP (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 as outlined for Class A Properties and Class C Properties. 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 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.** 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](mailto: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 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 applicants 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, 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. Contractor further agrees to cooperate and provide any information requested by 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 assure 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](mailto: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:

V&A Landscape and Lawn  
 Attn: Vincenzo Pascale  
 8287 Falcon Ct.  
 Prosper, TX 75078  
[valandscapeandlawn@gmail.com](mailto:valandscapeandlawn@gmail.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:**

**V&A LANDSCAPE AND LAWN**

**TOWN OF PROSPER, TEXAS**

By: \_\_\_\_\_  
Vincenzo Pascale

By: \_\_\_\_\_  
Mario Canizares  
Town Manager

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

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

**Town of Prosper**  
**RFP No. 2024-06-A**  
**Town of Prosper Various Locations Landscape Services**

**I. Introduction**

The Town of Prosper is soliciting proposals for landscape maintenance and mowing of various locations, including parkland, Police Department, three Fire Department locations, and medians, 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 accurate 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(s) will be required to execute a service contract. A sample contract is available for download through lonwave.

The questions deadline is February 13, 2024, at 12:00PM. The RFP is due on February 20, 2024, by 2:00PM and must be submitted through lonwave. Submission names will be read at 3:00PM.

Microsoft Teams meeting  
 Join on your computer, mobile app or room device  
[Click here to join the meeting](#)  
 Meeting ID: 284 839 754 261  
 Passcode: d6FcXh

**II. Site Visits**

**A. Site Visit**

A pre-proposal site visit will not be conducted. However, each vendor is strongly encouraged to tour the service locations in order to gain a clear understanding of the service locations and the associated scope of work.

Prior to the award of a contract, a mandatory site visit will be conducted with the recommended vendor to ensure a clear understanding of the scope of services and service locations.

**III. Scope of Services**

The successful vendor(s) shall perform all services in accordance with the following conditions:

**A. Parkland and Medians**

1. Mow all turf areas as follows:

- a. No parkland turf shall be cut below three (3) inches in height, without prior written approval from the Town Parks & Recreation staff.
- b. Fertilizer, herbicides, and pesticides will not be applied to the median/right-of-way mowing area.
- c. All turf areas mowed weekly (unless otherwise indicated), at recommended heights, during the growing season. See Class A Properties price sheet.
- d. Mowing boundaries of parkland will be determined as indicated on each location map.
- e. Grass clippings shall be blown from all concrete and asphalt surfaces and shall not remain onsite after mowing in visible piles/rows.
- f. Removal of all litter and debris from the entire property and hauling such litter and debris away.
  - 1) All litter and debris must be removed from turf prior to mowing.
  - 2) Areas serviced will have a finished appearance with drives, parking areas, walks, and curb areas appearing to have been swept. The successful vendor(s) shall not simply blow litter, leaves, clippings, etc. into the streets or other property.

## 2. Edging

Edging all turf along walks, curbs, plant beds, signs and other obstacles as follows:

- a. Turf edged and trimmed each time turf is mowed.
- b. All edging will be with a fixed blade edger that leaves a sharp edge (not a monofilament trimmer).

## 3. Monofilament Trimming

- a. To be performed with each mowing.
- b. To be used only around fences, buildings, tree wells, and posts. Do not directly use around the trunks of trees.

## B. Fire Department Locations and Police Department

The Fire Department and Police have the following requirements:

### 1. Turf Maintenance

- a. All turf areas will be mowed, edged, trimmed and blown one (1) time per week during the growing season, and as needed during the non-growing season, with

approval from the Town contact.

- b. All major turf areas will be mowed with commercial walk-behind and riding mowers.
- c. In areas where heavier equipment could potentially damage the turf, line trimmers or push mowers will be operated.
- d. Any weeds in the flowerbeds, mulched areas, and turf shall be pulled as needed. Town will be responsible for applying preemergent as necessary.

## **2. Edging**

- a. All edges of walks and curbs will be edged weekly with a gas-powered steel blade.

## **3. Tree and Shrub Maintenance**

- a. Should any damage occur, at no fault of the vendor, a quote will be provided to the appropriate department representative for the replacement of the damaged items. The Town has the right to accept or decline such a quote in the best interest of the Town.

## **4. Irrigation**

- a. The vendor shall report any visual problems with the irrigation system to the appropriate department representative for corrective action.

## **5. Litter and Debris Removal**

- a. All litter and debris shall be removed from all turf and bed areas per visit.

## **B. Other Conditions**

1. Unless otherwise instructed, the successful vendor(s) shall accomplish all tasks listed on a regular schedule, as agreed upon by the proposer and the department representative. Any variance from the prescribed schedule will require a minimum of twenty-four-hour advance notification to the designated department representative. All mowing is to be accomplished Monday through Saturday, between the hours of 7am-7pm, weather permitting. It will be considered a breach of the contract if the schedule is repeatedly missed.
2. The successful vendor(s) will be required to send a facsimile or e-mail to a designated Town department representative to report proposed schedules and work accomplished every week that maintenance is accomplished under this agreement.
3. The successful vendor(s) shall set mowing equipment to the height indicated in each section above, unless otherwise instructed by the designated Town department representative. All changes in the mowing height are to be approved by the Town department representative. In an effort not to bag lawn clippings, mulching mowers are preferred over mowers that throw clippings into rows.
4. The successful vendor(s) shall be responsible for any damage done to plant material or



other property during the maintenance operation. The successful vendor(s) shall be responsible for replacement of all trees, shrubs, ground covers, plant bed areas, and irrigation equipment destroyed by the successful vendor(s), employees or agents of the successful vendor(s) during maintenance operations, including labor costs associated with the repair(s). Trees and shrubs must not be bumped or marked by mowing or edging equipment. Mulch rings shall be reshaped within twenty-four hours when dislodged by mowing equipment. The successful vendor(s) must report damage immediately to the designated Town department representative. Damage to trees or tree collars will be assessed at \$20.00 for each instance. The successful vendor(s) will not be permitted to mow within 18" of each tree in order to avoid damage to trees.

5. The successful vendor(s) shall furnish all supplies, tools, and equipment to be used on the job.
6. No chemicals, herbicides (weed killers), insecticides, fungicides, or fertilizers are to be used without the prior written approval of the Town department representative, and proper posting in the area where the chemicals are used.
7. The successful vendor(s) shall comply with all applicable governmental laws and regulations.
8. The Town shall not be liable for any loss or damage sustained by the successful vendor(s). The successful vendor(s) shall save the Town whole and harmless from any and all claims for liability or damage of whatsoever nature and kind, including cost of court and attorney's fees, suffered or asserted to have been suffered by any person or to any property of any person whomsoever, growing out of or resulting from or in any way connected with the performance of work under this agreement. The successful vendor(s) shall exercise every necessary precaution for the safety of work site and the protection of any and all persons and/or property located adjacent to or making passage through the work site.
9. The successful vendor(s) shall fill out invoice forms for monthly payments.
10. The successful vendor(s) shall operate as an independent contractor and not as an agent, representative, partner, or employee of the Town, and shall control the operations at the work site, and be solely responsible for the acts of omissions of the successful vendor(s) employees or agents.
11. Unit prices are to reflect the charges for mowing and associated tasks at each location.
12. A proposal constitutes understanding and acceptance of all terms, conditions, instruction, glossary, specifications, forms and statements contained in this proposal document.
13. The successful vendor(s) shall exercise extreme caution while working on medians, roadsides and high traffic areas. TX DOT approved safety vests, traffic cones, and "men working" signage are required when crews are working in any traffic situations.
14. The successful vendor(s) will be responsible for any damage to the irrigation system due to negligence on the part of the vendor or the vendor's representative. Any damage to an irrigation system is to be reported immediately to the appropriate Town representative.

15. The Town representatives reserves the right to cancel scheduled mowing cycles on a week-to-week basis, based upon need, prevailing weather conditions, and available funding.
16. The service will be monitored by the Town of Prosper Park and Recreation staff for all park ground maintenance and medians, roadsides, and rights-of-way. Contact information will be provided to the successful vendor(s).
17. Responses shall include a complete "list of machinery and equipment available" in order to determine whether or not the vendor can adequately perform the necessary work. All equipment the vendor anticipates committing to this contract, if awarded, should be included on the Machinery and Equipment Worksheet (Attachment B). Past experience has shown that it is absolutely essential to have adequate back-up equipment in reserve to allow for breakdowns.
  - a. Insufficient and/or inadequate equipment as determined by the Town is cause for rejection of a proposal.
  - b. All mowers will be finish mowers.
  - c. No tractor drawn mowers will be allowed, unless approved by Parks and Recreation staff.
  - d. Contractor equipment must be maintained in good operating condition and in sufficient quantities to adequately perform all services.
  - e. The contractor is responsible for performing scheduled maintenance on all equipment used as part of the contract. As part of his proposal the contractor must submit proof of an active Preventative Maintenance Equipment Program. Proof of an active and successful Preventative Maintenance Program will be used in evaluation of the proposal.
18. It is mandatory that a review of the contracted area be conducted prior to award of contract. The review shall be attended by the recommended vendor(s) and the Town department representative.
19. Ozone Alert Days: On ozone alert days, vendor(s) is required to refrain from mowing until after 10 A.M., unless diesel powered equipment is used. The North Texas Clean Air Coalition offers an ozone alert hotline at 1-800-960-4247. This number can be called daily for current ozone conditions. It is the responsibility of the successful bidder to be aware of ozone alert conditions. Failure to comply with these standards will be grounds for the following:
  - a. The first offense will result in a verbal warning.
  - b. The second offense will result in a written warning.
  - c. The third offense will result in contract termination.

20. After abundant rainfall, it may be necessary to mow selected areas twice per week in lieu of the specified once per week. Town personnel will determine if needed.
21. Hazardous Conditions
- a. The successful vendor(s) will be required to notify the Town department representative immediately of any hazardous conditions and/or damaged Town property prior to leaving the work site. Contact information will be provided to the successful vendor(s).
22. Concurrent Contracts
- a. In the event that any one vendor shall receive contracts for mowing in more than one project area, work shall proceed simultaneously in all such areas assigned.
23. Supervision of Work Crew
- a. The successful vendor(s) shall provide supervision of all work crews at all times while performing work under this contract.
- b. Personal supervision is not required, provided that communication equipment or other means are provided that enable the work crew to communicate with the successful vendor(s) at all times.
- c. Each work crew shall have a designated person on the work site that has the authority to respond to inquiries about work details or priorities in English.
- d. The successful vendor(s) shall provide the Town department representative with the name and phone number of a designated contact person available during normal business hours.
24. Safety Program
- a. The vendor(s) should have an established on-going safety training program that addresses issues such as proper safety equipment, equipment operating procedures, general safety awareness, etc.

#### IV. Glossary of Terms

- A. Mowing project area shall refer to specific geographic area(s) of the Town designated to receive specified mowing and related services.
- B. Maintenance schedule shall mean the time periods established by the Town for the project year within which all prescribed maintenance activities for each area shall be completed. The successful bidder and area Inspector will agree on a regular day and time for maintenance at each location. If the successful bidder expects to vary from the schedule, he/she shall notify area Inspector 24 hours in advance, so work completion can be inspected in a timely manner.
- C. Concurrent shall refer to all mowing, trimming, edging, and litter removal on any given item being completed on the same day. Should a given area be too large to complete in a single day, any

areas that have been mowed must be trimmed, edged, and litter removed on the same day the mowing occurs.

- D. Monthly billing cycle shall refer to each time period in the mowing schedule for the project year. Each time period is defined by a beginning and ending date, in which all prescribed maintenance activities for each area shall be completed.
- E. Inclement weather shall mean rainy weather or when the condition of the soil is such that the rutting of property will not allow cutting of grass to be accomplished satisfactorily.
- F. Trash and litter shall mean any debris within the mowing project area such as paper, cans, bottles, limbs, rocks, etc., which is not intended to be present as part of the landscape. Inclusive of the entire project area including streets, sidewalks, curbs, hillsides, ditches, etc. (Where tree/brush/shrub lines or mowing edge determines the area, the successful bidder will extract litter an additional three (3) feet. Where tree/brush/shrub lines are in front of fence the fence will be the determining boundary). Removal of debris will require sweeping of hard surface areas such as sidewalks.
- G. Trimming shall refer to the cutting or removal of all plant materials immediately adjacent to or under Town structures, trees, poles, tables, signs, fences, shrub beds, or other structures.
- H. Chemical Trimming shall refer to the use of a herbicide (such as roundup and/or an approved equal) as an alternative to the physical removal or cutting of plant material from areas to be trimmed. Approval for the application of herbicides must be obtained in writing from the area Inspector prior to herbicide application.
- I. Herbicide application must be in compliance with the State of Texas Structural Pest Control Board Law and Regulations of the Texas Department of Agriculture. The successful bidder or his/her representative must have a copy of their pesticide license on file with the Town of Prosper. **NOTE: CHEMICAL TRIMMING WILL NOT BE ACCEPTED FOR THE EDGING OF SIDEWALKS AND/OR CURBS.** A copy of the bidder's herbicide application license is required to be provided with a bid response, if herbicides are planned to be used by the bidder.
- J. Edging shall refer to the vertical removal of any and all plant material which encroaches over or onto sidewalks, curbs, steps, driveways and pavements. Edges shall be vertical, minimum depth of 1", and minimum width of 1/4". This task must be done neatly to present a clean, crisp appearance, having a smooth line. Line trimmer accepted along fences and poles.

## V. Insurance

ALL RESPONDENTS must submit, with the bid, proof of insurance coverage as stipulated in Exhibit A. Proof shall be by submission of copies of current policies or current Certificates of Insurance, including the effective dates of coverage. Any provisions outlined in Exhibit A will be required of the successful firm only. Prior to the execution of this contract, the successful firm will supply the Purchasing Office with an original certificate of insurance evidencing the stated requirements. This insurance shall be effective for the contract duration and renewal certificates shall also be supplied upon expiration.

## VI. Questions Deadline

The Town of Prosper requires that all questions relating to this bid be submitted in writing to Jay Carter, Purchasing Manager, at [jcarter@prospertx.gov](mailto:jcarter@prospertx.gov) by **12:00 p.m. on Tuesday, April 2, 2024**. **No questions will be answered over the phone.** Questions in regard to the specifications will only be accepted until the stated deadline.

## VII. Submittals

In order for your proposals to be considered responsive, the following information should be submitted with your proposal, in the following order:

### A. Pricing Worksheets (Attachment A)

1. Class "A" Properties
2. Class "C" Properties
3. Optional Properties/Services
4. Alternate Services

### B. Machinery and Equipment Worksheet (Attachment B)

1. List the type of equipment to be utilized to service the contract, including the age of equipment.
2. Provide details of established Preventative Equipment Maintenance Program

### C. Vendor Information Worksheet (Attachment C)

### D. Work History and References

Provide a minimum of three (3) current references for the same or similar service as described in this proposal document, preferably for a municipality. Please provide the following information for each reference provided on the References Worksheet (Attachment D):

1. Company Name
2. Contact Person
3. Company Address
4. Contact Phone Number
5. Contact Fax Number
6. Effective Dates
7. Description of Services

### E. Additional Information

Include any additional information that you feel will assist the Town in the selection process.

### F. Additional Forms

1. Proof of Insurance
2. Certification Form

## VIII. Evaluation Criteria

A review committee will judge the merit of proposals received in accordance with the requirements defined herein. Failure of vendor to provide in their proposal any information requested in this CSP may result in disqualification of the proposals. The sole objective of the review committee will be to select the proposal that provides the best value to the Town of Prosper.

The contract will be awarded based on the following evaluation criteria:

- A. Cost as evidenced in VII. Submittals, Section A. (30%)
- B. Equipment as evidenced in VII. Submittals, Section B. (15%)
- C. Staffing as evidence in VII. Submittals, Section C. (20%)
- D. Work History and References as evidenced in VII. Submittals, Section D. (20%)
- E. Ability to meet the Town's needs, as evidenced in VII. Submittals, all sections (15%)

# Attachment A Pricing Worksheet

## Class "A" Properties

**1. Frontier Park**  
**Service once per week, beginning in March through October**

- Outside of baseball common area
- Outside of Southwest Corner Fields (all areas outside field lights-light poles included)
- Outside of soccer common area (all areas outside field lights-light poles included)
- Area inside baseball common area - not baseball fields/scalp areas
- West creek line to water's edge
- Sports Complex with synthetic turf fields
- No fields

A) Base Maintenance cost per week: \$ \_\_\_\_\_ x 36 = Annual Cost: \$ \_\_\_\_\_

**2. Prosper Trail Medians**  
**Service once per week, beginning in March through October**

- DNT to Woodview Dr

A) Base Maintenance cost per week: \$ \_\_\_\_\_ x 36 = Annual Cost: \$ \_\_\_\_\_

**3. Whispering Farms Trails**  
**Service once per week, beginning in March through October**

- Phase One
- Coit Rd. Side
- Outside wrought-iron fence from Daycare to East perimeter along Prosper Trail

A) Base Maintenance cost per week: \$ \_\_\_\_\_ x 36 = Annual Cost: \$ \_\_\_\_\_

**4. Town Lake at Greenspoint**  
**Service once per week, beginning in March through October**

- Around lake and dock
- South to First St
- Property line extends South from retention wall to First St.

A) Base Maintenance cost per week: \$ \_\_\_\_\_ x 36 = Annual Cost: \$ \_\_\_\_\_

**5. Coleman Medians-Gates II**  
**Service once per week, beginning in March through October**

- Lover's Lane South to Commerce St.
- Must be push mowed and maintained at 2"

A) Base Maintenance cost per week: \$ \_\_\_\_\_ x 36 = Annual Cost: \$ \_\_\_\_\_

**6. Marketplace Dr. Medians**  
**Service once per week, beginning in March through October**

- Coleman to US-380
- A) Base Maintenance cost per week: \$ \_\_\_\_\_ x 36 = Annual Cost: \$ \_\_\_\_\_

**7. Lovers Lane Medians**  
**Service once per week, beginning in March through October**

- Gates of Prosper
  - Between US 380 and Gateway
  - Must be push mowed and maintained at 2"
- A) Base Maintenance cost per week: \$ \_\_\_\_\_ x 36 = Annual Cost: \$ \_\_\_\_\_

**8. Richland Blvd. Medians**  
**Service once per week, beginning in March through October**

- Gates of Prosper
  - Between Lovers Lane to Gateway
  - Between Preston Road to Coleman must be push mowed and maintained at 2"
- A) Base Maintenance cost per week: \$ \_\_\_\_\_ x 36 = Annual Cost: \$ \_\_\_\_\_

**9. Preston Road Medians**  
**Service once per week, beginning in March through October**

- Between US 380 and Frontier Parkway  
Including entrance and exit ramps
- A) Base Maintenance cost per week: \$ \_\_\_\_\_ x 36 = Annual Cost: \$ \_\_\_\_\_

**10. Richland Dr Medians (off LaCima Blvd)**  
**Service once per week, beginning in March through October**

- Between La Cima East to street end.
- A) Base Maintenance cost per week: \$ \_\_\_\_\_ x 36 = Annual Cost: \$ \_\_\_\_\_

**11. LaCima Blvd Medians**  
**Service once per week, beginning in March through October**

- Between First Street and US 380
- A) Base Maintenance cost per week: \$ \_\_\_\_\_ x 36 = Annual Cost: \$ \_\_\_\_\_

**12. Legacy Medians**  
**Service once per week, beginning in March through October**

- Between 380 and Scarlett Dr



A) Base Maintenance cost per week: \$ \_\_\_\_\_ x 36 = Annual Cost: \$ \_\_\_\_\_

**13. First St/Fishtrap Medians**  
**Service once per week, beginning in March through October**

- Between Gee Rd. East to Village Park Dr

A) Base Maintenance cost per week: \$ \_\_\_\_\_ x 36 = Annual Cost: \$ \_\_\_\_\_

**14. Gee Rd. Medians**  
**Service once per week, beginning in March through October**

- Between US-380 and First St/Fishtrap

A) Base Maintenance cost per week: \$ \_\_\_\_\_ x 36 = Annual Cost: \$ \_\_\_\_\_

**15. Coleman Medians**  
**Service once per week, beginning in March through October**

- Between Talon East to Preston Rd.

A) Base Maintenance cost per week: \$ \_\_\_\_\_ x 36 = Annual Cost: \$ \_\_\_\_\_

**16. Fire Station #1 (Central Fire)**  
**911 Safety Way**  
**Prosper, TX**  
**Service once per week, beginning in March through October**

A) Base Maintenance cost per week: \$ \_\_\_\_\_ x 36 = Annual Cost: \$ \_\_\_\_\_

**17. Fire Station #2**  
**1140 South Teel Parkway**  
**Prosper, TX**  
**Service once per week, beginning in March through October**

A) Base Maintenance cost per week: \$ \_\_\_\_\_ x 36 = Annual Cost: \$ \_\_\_\_\_

**18. Fire Station #3**  
**1500 First St.**  
**Prosper, TX**  
**Service once per week, beginning in March through October**

A) Base Maintenance cost per week: \$ \_\_\_\_\_ x 36 = Annual Cost: \$ \_\_\_\_\_

**19. Police Station**  
**801 Safety Way**  
**Prosper, TX**  
**Service once per week, beginning in March through October**

A) Base Maintenance cost per week: \$ \_\_\_\_\_ x 36 = Annual Cost: \$ \_\_\_\_\_

**GRAND TOTAL CLASS "A" PROPERTIES**

\$ \_\_\_\_\_ Annual Cost

**Labor for additional miscellaneous landscaping services**

**Unit Price \$ \_\_\_\_\_ per hour**

**In the event that the Town of Prosper should add locations to the contract at a future date, please indicate unit cost per acre that will be charged for additional Class "A" properties for the services.:**

**Unit Price \$ \_\_\_\_\_ per acre**

# Attachment A Pricing Worksheet

## Class "C" Properties

**1. Town Lake at Whispering Farms**  
**Service bi-weekly, beginning in March through October**

- Refer to map
- Mow to water's edge

A) Base Maintenance cost per week: \$\_\_\_\_\_ x 18 = Annual Cost: \$\_\_\_\_\_

**2. Chapel Hill Hike and Bike**  
**Service bi-weekly, beginning in March through October**

- Refer to map

A) Base Maintenance cost per week: \$\_\_\_\_\_ x 18 = Annual Cost: \$\_\_\_\_\_

**GRAND TOTAL CLASS "C" PROPERTIES** \$\_\_\_\_\_ **Annual Cost**

Labor for additional miscellaneous landscaping services Unit Price \$\_\_\_\_\_ per hour

In the event that the Town of Prosper should add locations to the contract at a future date, please indicate unit cost per acre that will be charged for additional Class "C" properties for the services.:

Unit Price \$\_\_\_\_\_ per acre

# Attachment A Pricing Worksheet

## Optional Properties/Services

1. **Fire Station 1, 2, and 3 Landscape Beds**  
Service once per year, spring cutting of all grasses in beds
  - A) Cost per year: \$ \_\_\_\_\_
  
2. **Police Department Landscape Beds**  
Service once per year, spring cutting of all grasses in beds
  - A) Cost per service: \$ \_\_\_\_\_
  
3. **Hourly labor rate for other services (e.g. tree trimming, irrigation repairs, chemical application, etc.), if required.**
  - A) Hourly labor rate for tree trimming: \$ \_\_\_\_\_
  - B) Hourly labor rate irrigation repairs: \$ \_\_\_\_\_
  - C) Hourly labor rate for misc. services: \$ \_\_\_\_\_
  
4. **Frontier Park Baseball Complexes**  
Service once per week, beginning in March through October
  - Push Mow and Bag weekly
  - Area inside baseball common area - not baseball fields/scalp areas
  - A) Base Maintenance cost per week: \$ \_\_\_\_\_ x 36 = Annual Cost: \$ \_\_\_\_\_
  - B) Scalping per Section III. A. 4. once per year: \$ \_\_\_\_\_
  
5. **Prosper Trail Medians and First St and Coit and Coleman**  
Service once per week, beginning in March through October  
**Alternate pricing for push mowing turf grass**
  - A) Base Maintenance cost per week: \$ \_\_\_\_\_ x 36 = Annual Cost: \$ \_\_\_\_\_

## Attachment B Machinery and Equipment List Worksheet

It is represented as part of this bid that the below listed items of machinery and equipment are available for use on the work covered by this bid. "Being Available" shall mean that the equipment is owned or under the control of the vendor submitting this proposal.

NO. OF UNITS	TYPE OF EQUIPMENT

If additional space is needed, continue on additional pages and attach to this form

## Attachment C Vendor Information Form

### VENDOR INFORMATION

Number of employees: Full time \_\_\_\_\_

Number of employees: Part time: \_\_\_\_\_

Length of time in business: \_\_\_\_\_

Physical location of business (full address, including city, state & zip code):

\_\_\_\_\_

\_\_\_\_\_

### VENDOR CONTACTS

The successful vendor must provide, to a designated Parks and Recreation Representative, a valid telephone number and the name of a designated company representative. The telephone number must be answered on workdays, Monday-Friday, 7:00 AM to 5:00 PM. An alternate or emergency telephone number must also be provided to the Park Services Representative. Failure to provide this information may be considered a reason to terminate the contract.

Company Representative: \_\_\_\_\_

Company Telephone Number (including are code): \_\_\_\_\_

Emergency Telephone Number (including are code): \_\_\_\_\_

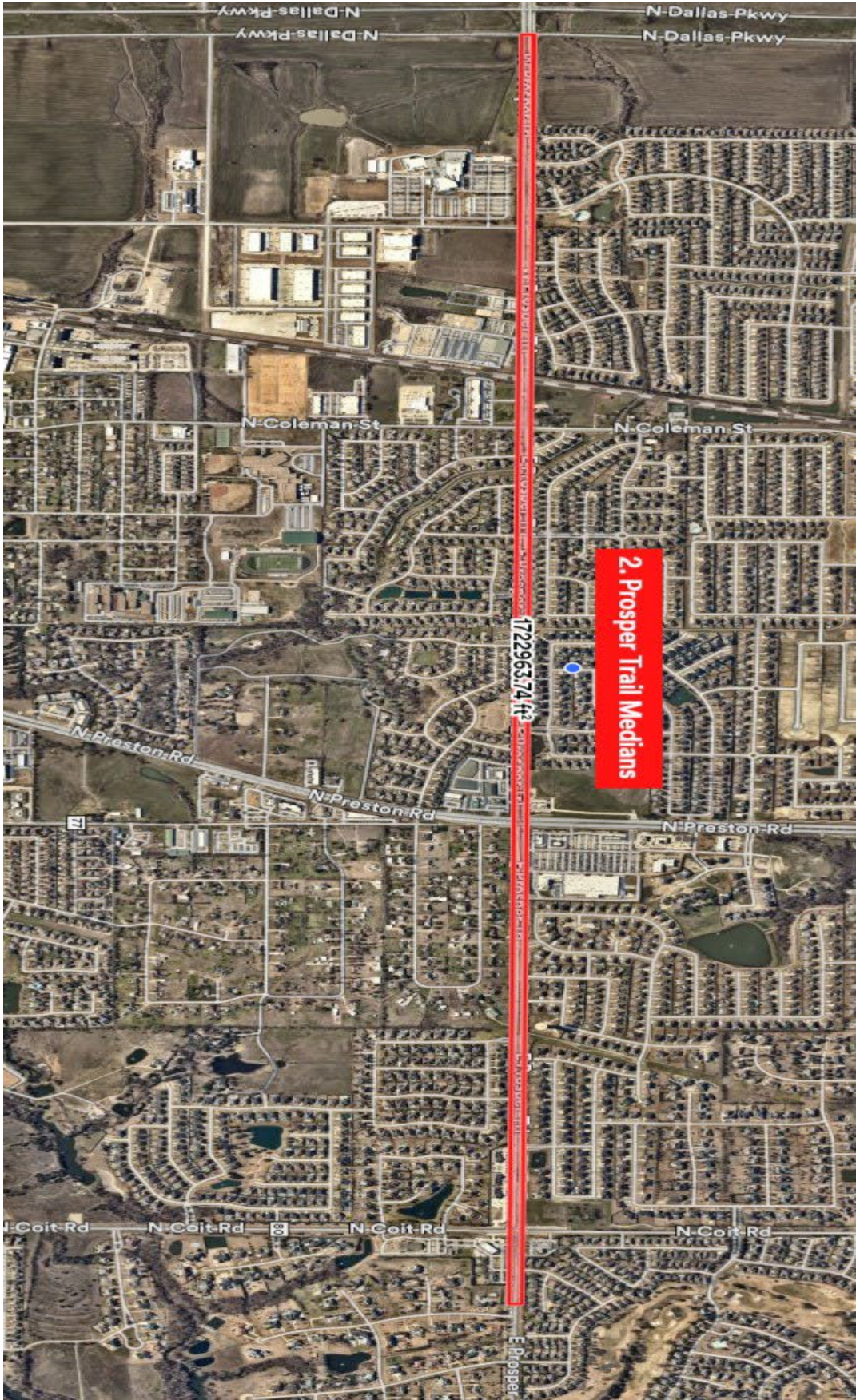
# **EXHIBITS – MAPS**

**(also attached in lonwave)**















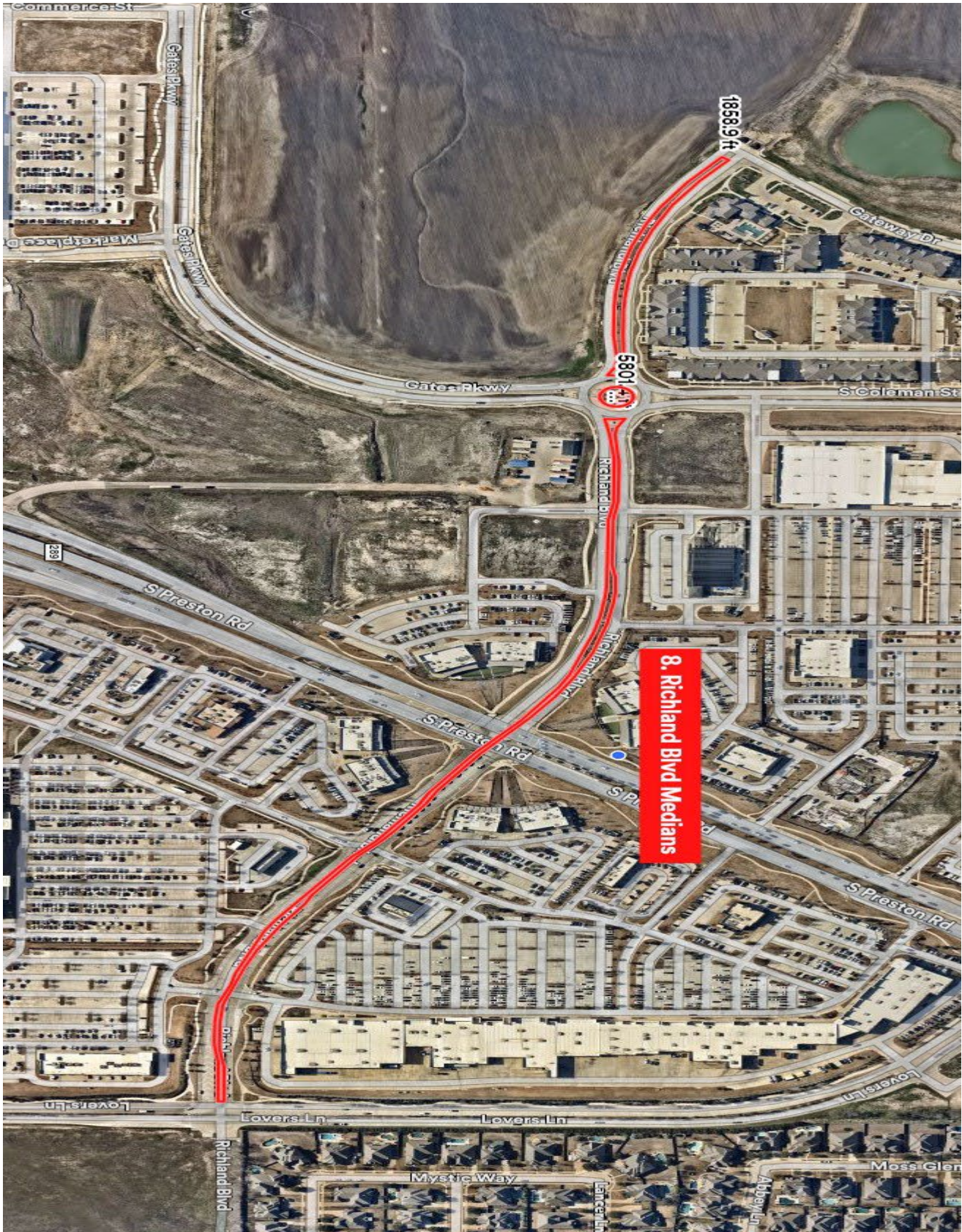


5. Coleman St Medians

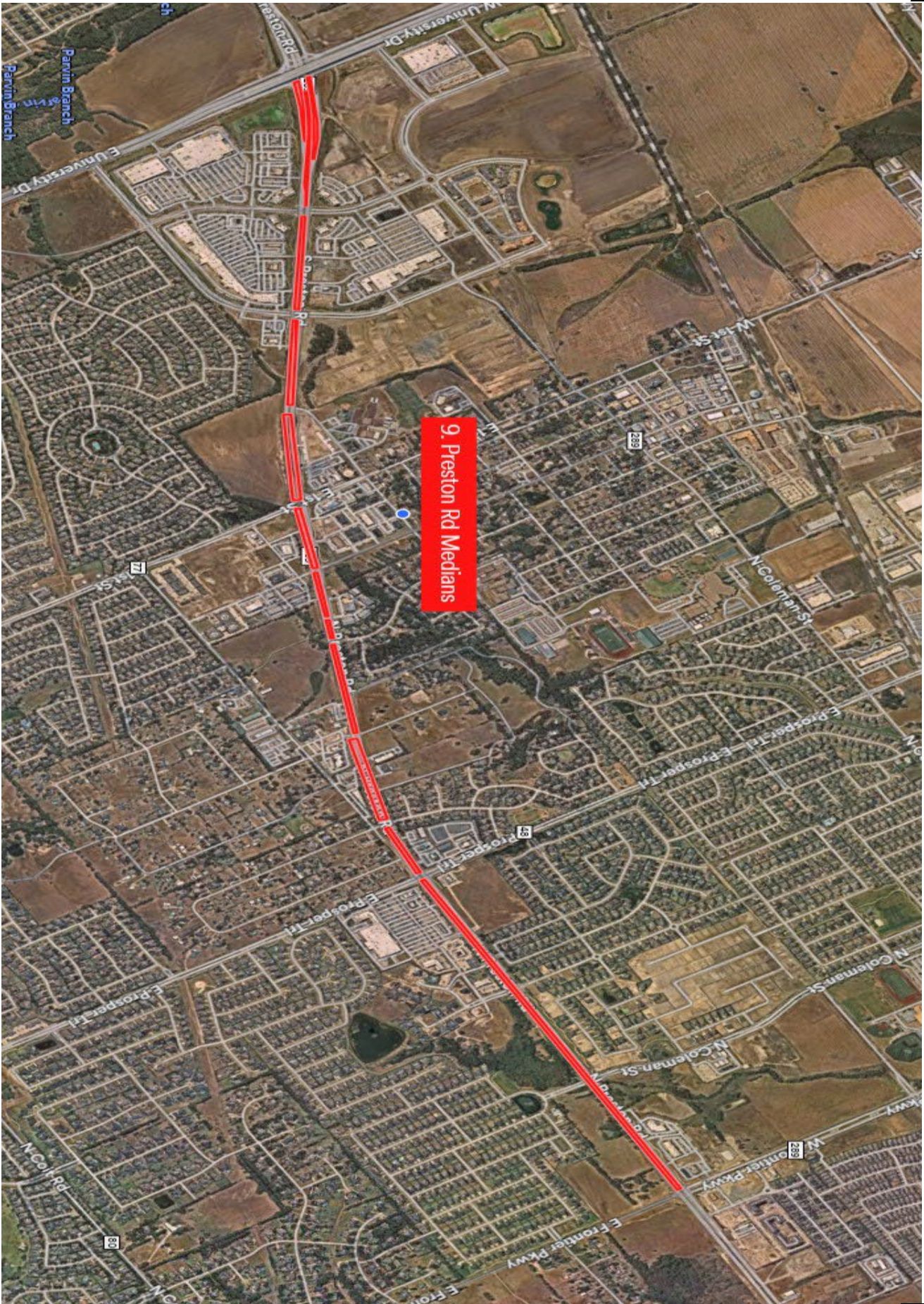


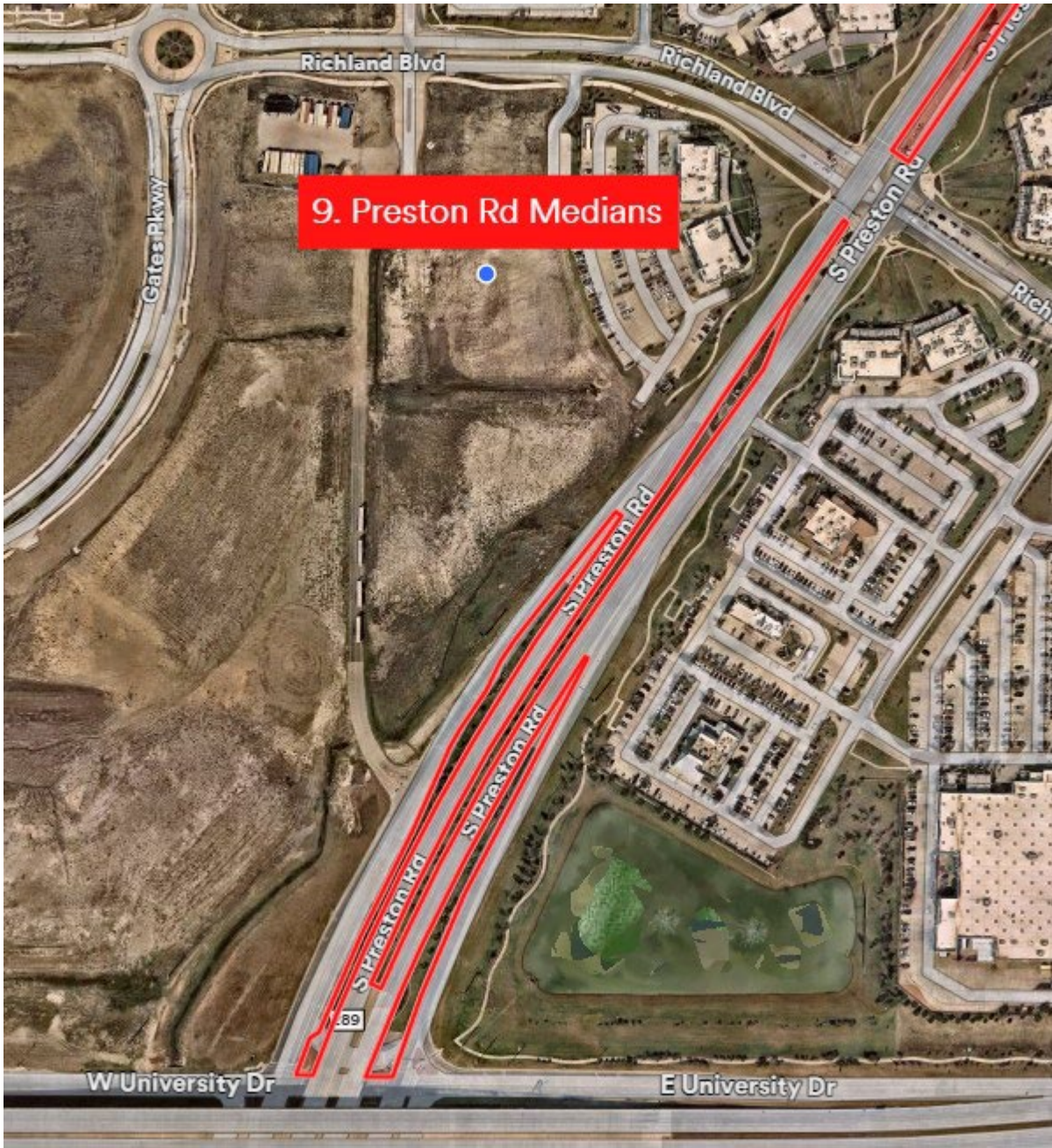














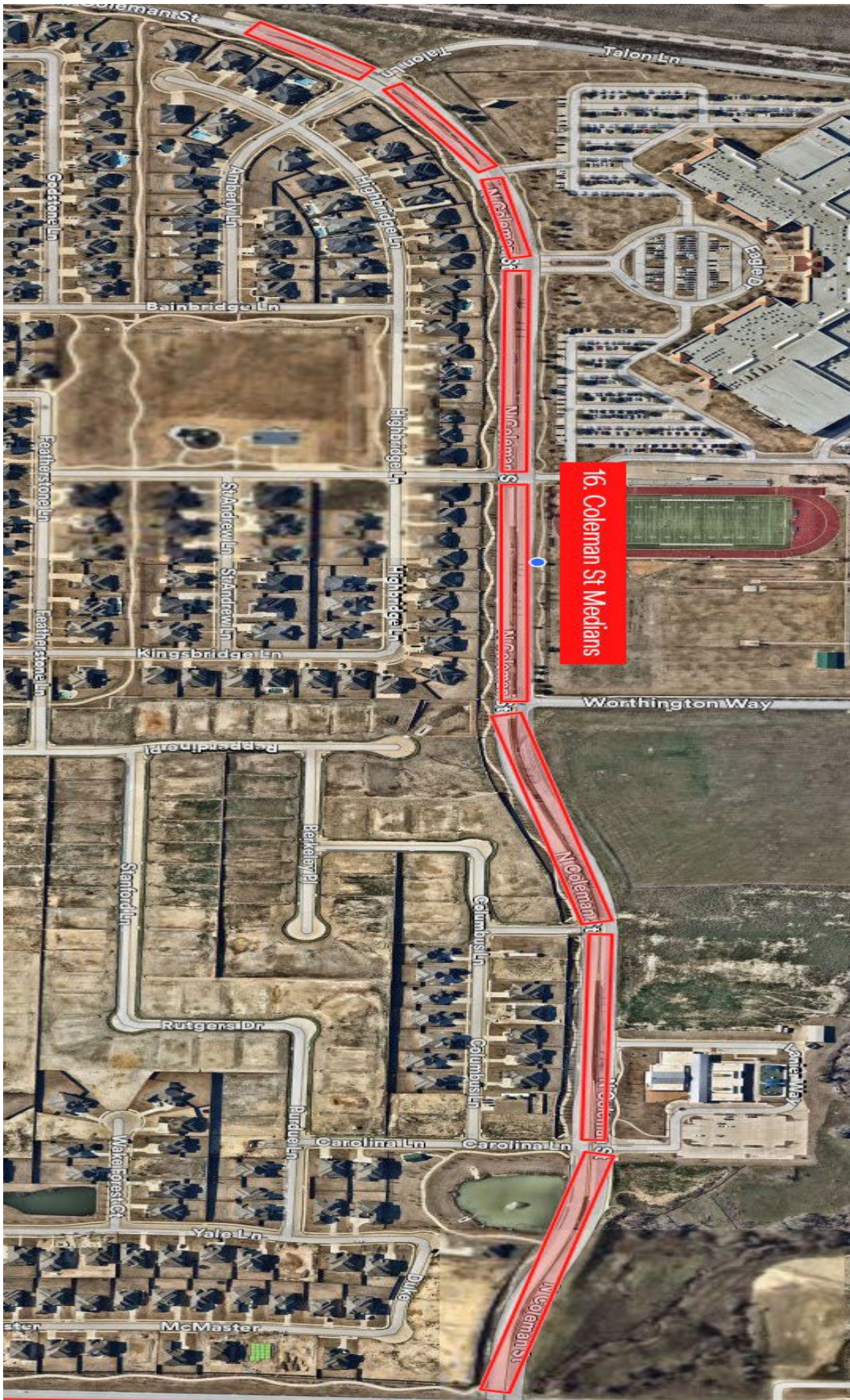












16. Coleman St Medians









## 2024-06-A Addendum 1 V&A Landscape and Lawn Supplier Response

### Event Information

Number: 2024-06-A Addendum 1  
 Title: Various Locations Landscape Services  
 Type: Request for Proposals  
 Issue Date: 3/24/2024  
 Deadline: 4/9/2024 02:00 PM (CT)  
 Notes: The Town of Prosper is soliciting proposals for landscape maintenance and mowing of various locations, including parkland, Police Department, three Fire Department locations, and medians, 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 accurate 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(s) will be required to execute a service contract. A sample contract is available for download through lonwave.

The questions deadline is February 13, 2024, at 12:00PM. The RFP is

due on February 20, 2024, by 2:00PM and must be submitted through  
lonwave. Submission names will be read at 3:00PM.

Item 15.

Microsoft Teams meeting  
Join on your computer, mobile app or room device  
[Click here to join the meeting](#)  
Meeting ID: 284 839 754 261  
Passcode: d6FcXh

## 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](mailto:jcarter@prospertx.gov)

# V&A Landscape and Lawn Information

Item 15.

Address: 8287 Falcon Ct  
Prosper, TX 75078  
Phone: (214) 675-6103  
Toll Free: (214) 675-6103  
Email: valandscapeandlawn@gmail.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Vincenzo Pascale  
*Signature*

valandscapeandlawn@gmail.com  
*Email*

Submitted at 4/8/2024 07:07:11 PM (CT)

## Supplier Note

V&A has enjoyed working alongside the Town of Prosper over the past years. It is always a privilege to serve the Town that we have called home for the past 29 years. Thank you for the opportunity to give back to our community. Vincent Pascale

## Requested Attachments

### CIQ-2021 (Conflict of Interest Form)

Scan0991.pdf

CIQ Form

### RFP Submission

Scan0992.pdf

RFP submission with all documents in one file

## Bid Attributes

### 1 Terms and Conditions Acknowledgement

I have read, understand and agree to all terms and conditions contained in this solicitation.

I Agree

### 2 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

### 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



<b>4</b>	<b>Addendum No. 2</b> <div style="float: right; border: 1px solid black; padding: 2px; font-size: small;">Item 15.</div> <p>By checking this box, vendor acknowledges receipt and understanding of Addendum No. 2 (if issued by the Town of Prosper).</p> <input type="checkbox"/> I Agree
----------	--

<b>5</b>	<b>Addendum No. 3</b> <p>By checking this box, vendor acknowledges receipt and understanding of Addendum No. 3 (if issued by the Town of Prosper).</p> <input type="checkbox"/> I Agree
----------	---

<b>6</b>	<b>Addendum No. 4</b> <p>By checking this box, vendor acknowledges receipt and understanding of Addendum No. 4 (if issued by the Town of Prosper).</p> <input type="checkbox"/> I Agree
----------	---

<b>7</b>	<b>Addendum No. 5</b> <p>By checking this box, vendor acknowledges receipt and understanding of Addendum No. 5 (if issued by the Town of Prosper).</p> <input type="checkbox"/> I Agree
----------	---

**Bid Lines**

<b>1</b>	<b>Package Header</b> <hr/> <p>Class A Properties</p> <p>Quantity: <u>  1  </u> UOM: <u> EA </u> Total: <span style="border: 1px solid black; padding: 2px;">\$335,640.00</span></p>
	<b>Package Items</b> <hr/> <p><b>1.1</b> Frontier Park - Service once per week beginning March through October. Service areas our outside of baseball common area, outside of SW Corner Fields, outside of soccer common area, area inside baseball common area, west creek line to waters edge, sports complex with synthetic turf fields, no fields</p> <p>Quantity: <u> 36 </u> UOM: <u> Week </u> Unit Price: <span style="border: 1px solid black; padding: 2px;">\$1,690.00</span> Total: <span style="border: 1px solid black; padding: 2px;">\$60,840.00</span></p> <p><b>1.2</b> Prosper Trail Medians - Service once per week beginning March through October, DNT to Woodview Dr</p> <p>Quantity: <u> 36 </u> UOM: <u> Week </u> Unit Price: <span style="border: 1px solid black; padding: 2px;">\$970.00</span> Total: <span style="border: 1px solid black; padding: 2px;">\$34,920.00</span></p> <p><b>1.3</b> Whispering Farms Trails - Service once per week beginning March through October, Coit Road side, Outside wrought-iron fence from Daycare to East perimeter along Prosper Trail</p> <p>Quantity: <u> 36 </u> UOM: <u> Week </u> Unit Price: <span style="border: 1px solid black; padding: 2px;">\$590.00</span> Total: <span style="border: 1px solid black; padding: 2px;">\$21,240.00</span></p> <p><b>1.4</b> Town Lake at Greenspoint - Service once per week beginning March through October, Around lake and dock, South to First Street, Property line extends South from rentention wall to First Street</p> <p>Quantity: <u> 36 </u> UOM: <u> Week </u> Unit Price: <span style="border: 1px solid black; padding: 2px;">\$280.00</span> Total: <span style="border: 1px solid black; padding: 2px;">\$10,080.00</span></p> <p><b>1.5</b> Coleman Medians -Gates II - Service once per week beginning March through October, Loever's Lane South to Commerce Street, Must be push mowed and maintained at 2-inches</p> <p>Quantity: <u> 36 </u> UOM: <u> Week </u> Unit Price: <span style="border: 1px solid black; padding: 2px;">\$300.00</span> Total: <span style="border: 1px solid black; padding: 2px;">\$10,800.00</span></p> <p><b>1.6</b> Marketplace Drive Medians - Service once per week beginning March through October. Coleman to US380</p> <p>Quantity: <u> 36 </u> UOM: <u> Week </u> Unit Price: <span style="border: 1px solid black; padding: 2px;">\$150.00</span> Total: <span style="border: 1px solid black; padding: 2px;">\$5,400.00</span></p>

1.7 Lover's Lane Medians - Service once per week beginning March through October. Gates of Prosper, US 380 and Gateway, must be push mowed and maintained at 2-inches	Item 15.
Quantity: <u>36</u> UOM: <u>Week</u> Unit Price: <input type="text" value="\$650.00"/> Total: <input type="text" value="\$23,400.00"/>	
1.8 Richland Blvd Medians - Service once per week beginning March through October. Gates of Prosper, between Lovers Lane to Gateway, between Preston Rd to Coleman and must be push mowed and maintained at 2-inches"	
Quantity: <u>36</u> UOM: <u>Week</u> Unit Price: <input type="text" value="\$250.00"/> Total: <input type="text" value="\$9,000.00"/>	
1.9 Preston Road Medians - Service once per week beginning March through October. Between US 380 and Frontier Pkwy including entrance and exit ramps	
Quantity: <u>36</u> UOM: <u>Week</u> Unit Price: <input type="text" value="\$1,085.00"/> Total: <input type="text" value="\$39,060.00"/>	
1.10 Richland Dr Medians (off LaCima Blvd) - Service once per week beginning March through October. Between La Cima East to street end	
Quantity: <u>36</u> UOM: <u>Week</u> Unit Price: <input type="text" value="\$200.00"/> Total: <input type="text" value="\$7,200.00"/>	
1.11 LaCima Blvd Medians - Service once per week beginning March through October. Between First Street and US 380	
Quantity: <u>36</u> UOM: <u>Week</u> Unit Price: <input type="text" value="\$475.00"/> Total: <input type="text" value="\$17,100.00"/>	
1.12 Legacy Medians - Service once per week beginning March through October. Between US 380 and Scarlett Dr	
Quantity: <u>36</u> UOM: <u>Week</u> Unit Price: <input type="text" value="\$375.00"/> Total: <input type="text" value="\$13,500.00"/>	
1.13 First Street/Fishtrap Medians - Service once per week beginning March through October. Between Gee Rd East to Village Park Dr	
Quantity: <u>36</u> UOM: <u>Week</u> Unit Price: <input type="text" value="\$560.00"/> Total: <input type="text" value="\$20,160.00"/>	
1.14 Gee Rd Medians - Service once per week beginning March through October. Between US 380 and First Street/Fishtrap	
Quantity: <u>36</u> UOM: <u>Week</u> Unit Price: <input type="text" value="\$450.00"/> Total: <input type="text" value="\$16,200.00"/>	
1.15 Coleman Medians - Service once per week beginning March through October. Between Talon East to Preston Road	
Quantity: <u>36</u> UOM: <u>Week</u> Unit Price: <input type="text" value="\$380.00"/> Total: <input type="text" value="\$13,680.00"/>	
1.16 Fire Station #1 (Central Fire) - Service once per week beginning March through October	
Quantity: <u>36</u> UOM: <u>Week</u> Unit Price: <input type="text" value="\$175.00"/> Total: <input type="text" value="\$6,300.00"/>	
1.17 Fire Station #2 - Service once per week beginning March through October	
Quantity: <u>36</u> UOM: <u>Week</u> Unit Price: <input type="text" value="\$175.00"/> Total: <input type="text" value="\$6,300.00"/>	
1.18 Fire Station #3 - Service once per week beginning March through October	
Quantity: <u>36</u> UOM: <u>Week</u> Unit Price: <input type="text" value="\$280.00"/> Total: <input type="text" value="\$10,080.00"/>	
1.19 Police Station - Service once per week beginning March through October	
Quantity: <u>36</u> UOM: <u>Week</u> Unit Price: <input type="text" value="\$280.00"/> Total: <input type="text" value="\$10,080.00"/>	
1.20 Hourly cost for additional landscaping services	
Quantity: <u>1</u> UOM: <u>HR</u> Unit Price: <input type="text" value="\$150.00"/> Total: <input type="text" value="\$150.00"/>	
1.21 Additional cost per acre for additional properties if needed	
Quantity: <u>1</u> UOM: <u>Acre</u> Unit Price: <input type="text" value="\$150.00"/> Total: <input type="text" value="\$150.00"/>	

## 2 Package Header

Class C Properties

Quantity:   1   UOM:  EA  Total:  Item 15.

**Package Items**

**2.1** Town Lake at Whispering Farms - Service every two weeks beginning March through October. Please refer to map. Mow to water's edge

Quantity:  18  UOM:  Week  Unit Price:  Total:

**2.2** Chapel Hill Hike and Bike - Service every two weeks beginning March through October. Please refer to map

Quantity:  18  UOM:  Week  Unit Price:  Total:

**2.3** Hourly labor cost for additional landscaping services

Quantity:   1   UOM:  HR  Unit Price:  Total:

**2.4** Additional cost per acre for additional properties if needed

Quantity:   1   UOM:  Acre  Unit Price:  Total:

**3 Package Header**

Optional Properties and Services

Quantity:   1   UOM:  EA  Total:

**Package Items**

**3.1** Fire Station 1, 2, and 3 Landscape Beds - Service once per year, spring cutting of all grasses in beds

Quantity:   1   UOM:  Lot  Unit Price:  Total:

**3.2** Police Department Landscape Beds - Service once pe year, spring cutting of all grasses in beds

Quantity:   1   UOM:  Lot  Unit Price:  Total:

**3.3** Hourly labor rate for tree trimming

Quantity:   1   UOM:  HR  Unit Price:  Total:

**3.4** Hourly rate for irrigation repairs

Quantity:   1   UOM:  HR  Unit Price:  Total:

**3.5** Hourly rate for misc. services

Quantity:   1   UOM:  HR  Unit Price:  Total:

**3.6** Frontier Park Baseball Complexes - Service once per week beginning March through October. Push mow and bag weekly, area inside baseball common area - not baseball fields or scalp areas

Quantity:  36  UOM:  Week  Unit Price:  Total:

**3.7** Frontier Park Baseball Complexes - Scalping per Section III. 4. once per year

Quantity:   1   UOM:  EA  Unit Price:  Total:

**3.8** Prosper Trail Medians and First St and Coit and Coleman Service once per week, beginning in March through October - Alternate pricing for push mowing turf grass

Quantity:  36  UOM:  Week  Unit Price:  Total:

**Response Total: \$499,970.00**

RFP NO. 2024-06-A  
 Various Locations Landscape Services

<b>EVALUATION MATRIX</b>		<b>Green World Care</b>		<b>Pace Construction</b>		<b>V&amp;A Landscape and Lawn</b>		<b>BrightView Landscape Services</b>		<b>Daystar Landscapes</b>	
<b>EVALUATION CRITERIA</b>	<b>WEIGHTING</b>	<b>POINTS</b>	<b>WEIGHTED SCORE</b>	<b>POINTS</b>	<b>WEIGHTED SCORE</b>	<b>POINTS</b>	<b>WEIGHTED SCORE</b>	<b>POINTS</b>	<b>WEIGHTED SCORE</b>	<b>POINTS</b>	<b>WEIGHTED SCORE</b>
Cost Proposal	30%	10.00	3.00	5.09	1.53	5.75	1.72	3.55	1.07	0.58	0.17
Ability to Meet Town's Needs	15%	7.38	1.11	6.88	1.03	9.90	1.48	8.77	1.32	1.83	0.28
Equipment	15%	8.25	1.24	0.00	0.00	9.67	1.45	9.67	1.45	0.00	0.00
Staffing	20%	8.33	1.67	7.33	1.47	9.33	1.87	8.92	1.78	0.00	0.00
Work History and References	20%	5.83	1.17	6.50	1.30	9.27	1.85	5.00	1.00	0.00	0.00
<b>TOTAL</b>	<b>100%</b>		<b>8.18</b>		<b>5.33</b>		<b>8.38</b>		<b>6.61</b>		<b>0.45</b>



**TOWN OF PROSPER  
PROPOSAL TABULATION SUMMARY**

Item 15.

<b>Solicitation Number</b>	RFP No. 2024-06-A
<b>Solicitation Title</b>	Various Locations Landscape Services
<b>Close Date</b>	04/09/2024 2:00PM

<b>Responding Contractor</b>	<b>City</b>	<b>State</b>	<b>Response Submitted</b>	<b>Total</b>
Green world care Inc	dallas	TX	4/8/2024 01:49:41 PM (CT)	\$204,336.00
Pace Construction Services	Melissa	TX	4/9/2024 11:23:33 AM (CT)	\$401,400.00
V&A Landscape and Lawn	Prosper	TX	4/8/2024 07:07:11 PM (CT)	\$355,500.00
BrightView Landscape Services Inc.	Prosper	TX	4/9/2024 09:32:59 AM (CT)	\$575,441.46
Daystar Landscapes, Inc.	Prosper	TX	4/3/2024 04:58:47 PM (CT)	\$3,514,002.48

**\*\*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: April 9, 2024
--	-----------------------------



# PARKS AND RECREATION

**To: Mayor and Town Council**

**From: Dan Baker, Parks and Recreation Director**

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

**Re: Median Mowing Maintenance Agreement – Frontier Parkway**

**Town Council Meeting – May 14, 2024**

**Strategic Visioning Priority: 4. Provide Excellent Municipal Services**

**Agenda Item:**

Consider and act upon authorizing the Town Manager to execute an agreement between the Town of Prosper and V&A Landscape and Lawn to provide median mowing maintenance along Frontier Parkway median locations for an estimated annual amount of \$60,200, with the option of four (4) one-year renewals.

**Description of Agenda Item:**

The Town of Prosper, through the Purchasing Department, solicited proposals for the mowing maintenance of medians along Frontier Parkway. This contract was bid as a ‘Best Value’. V&A Landscape and Lawn has been selected for the contract according to the evaluation criteria. The initial term of the contract will be one (1) year, with four (4) optional, one-year renewal periods.

As you will see listed below, V&A Landscape has been selected for multiple contracts in the past and provides high quality results and customer service.

The existing contracts that the Town uses for grounds maintenance are listed below:

Contracts	Status	Funding Arrangement	Yearly Cost	Vendor
2024-05-A Whitley Place Landscape Maintenance	Awarded	Cost Sharing with HOA - managed by TOP	\$22,875.00	V&A Landscaping
2024-16-A Frontier Parkway Median Mowing	Pending Approval	Cost Sharing with Celina - managed by TOP	\$60,200.00	V&A Landscaping
2024-14-A Custer Road Median Mowing	Awarded	Cost Sharing with McKinney - managed by TOP	\$55,875.00	V&A Landscaping
2024-21-A ROW and Water Tower Mowing	Awarded	Managed by Public Works	\$19,044.00	Green World Care
2023-03-A 380 Mowing	Awarded	Cost Sharing with Frisco - managed by TOP	\$56,175.00	V&A Landscaping
2024-06-A Various Locations Landscape Services	Pending Approval	Managed by Parks	\$355,500.00	V&A Landscaping
2021-48-A First Street and Coit Landscape Services	Awarded	Managed by Parks	\$19,840.00	V&A Landscaping
			Total	\$589,509.00

The Town utilizes multiple mowing and landscape maintenance contracts. The reasoning for this is as follows:

- As the Town grows, new parks and medians will be added to the Town’s inventory incrementally. If an existing contract does not have room (contract cannot exceed amount by greater than 25%) we will enter into a new contract versus rebidding existing contracts to avoid the potential for increased inflationary costs and to avoid the large amount of staff time needed to do this.
- We currently have entered or will be entering into maintenance agreements with neighboring municipalities and Prosper HOAs. Staff would like to keep these contracts separate from others to provide an added level of transparency when invoicing these organizations for their share of the work being performed.
- When the Town’s development slows and new sites are being added less frequently, and / or when some of the larger contracts mature, opportunities will arise to group like locations into individual contracts. Packages such as public buildings, parks, median locations east / west of Dallas Parkway, etc. can be developed with limited negative impact to operations.

**Budget Impact:**

The estimated annual cost is \$60,200, with the option of four (4) one-year renewals. Funds are available through the Parks & Recreation Contract Services account, 100-5480-60-02.

The City of Celina has agreed in principle to share in the costs of this contract equally (50/50 share).

**Legal Obligations and Review:**

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

**Attached Documents:**

1. Partially Executed Contract for Services with Exhibits
2. Scoring Matrix
3. Bid Tab Pricing

**Town Staff Recommendation:**

Town Staff recommends the Town Council authorize the Town Manager to execute an agreement between the Town of Prosper and V&A Landscape and Lawn to provide turfgrass mowing maintenance at various Town-owned locations for an estimated annual amount of \$60,200, with the option of four (4) one-year renewals.

**Proposed Motion:**

I move to authorize the Town Manager to execute an agreement between the Town of Prosper and V&A Landscape and Lawn to provide mowing maintenance along the Frontier Parkway medians for an estimated annual amount of \$60,200, with the option of four (4) one-year renewals.

**TOWN OF PROSPER  
CONTRACT FOR SERVICES  
RFP 2024-16-A FRONTIER PARKWAY MEDIAN MOWING AND MAINTENANCE**

This Contract is made by the **Town of Prosper, Texas**, a municipal corporation ("Town") and **V&A Landscape and Lawn** ("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: Frontier Parkway Median Mowing and Maintenance (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 year from the date of award of the 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 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 applicants 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 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 damage 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:

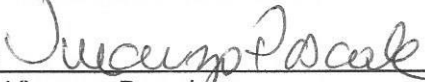
V&A Landscape and Lawn  
 Attn: Vincenzo Pascale  
 8287 Falcon Ct.  
 Prosper, TX 75078  
[valandscapeandlawn@gmail.com](mailto:valandscapeandlawn@gmail.com)

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:**

**V&A LANDSCAPE AND LAWN**

By:   
Vincenzo Pascale

Date: 3-28-2024

**TOWN OF PROSPER, TEXAS**

By: \_\_\_\_\_  
Mario Canizares  
Town Manager

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

**Town of Prosper**  
**Request for Proposal No. 2024-16-A**  
**Frontier Parkway Median Mowing and Maintenance**

**I. Introduction**

The Town of Prosper is soliciting proposals for the maintenance of medians located on East Frontier Parkway and West Frontier Parkway from Preston Road to Dallas North Toll Road, within the Town of Prosper and the City of Celina, 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, as determined by the evaluation criteria as stated herein.

This is a cooperative procurement process, with the Town of Prosper serving as the lead agency on behalf of the Town of Prosper and the City of Celina. The Town of Prosper will administer the contract on behalf of both entities, and process payments. It is understood that any reference to the "Town" throughout this document is representative of both entities.

The cycle frequencies stated herein are an accurate reflection of the Town's anticipated needs. However, these are estimates, and not a commitment. Furthermore, based on need and budget contingencies, cycle frequencies may be adjusted 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 of a service contract is attached to this RFP in IonWave.

The questions deadline is March 12, 2024, at 12:00PM. The RFP is due on March 19, 2024, by 2:00PM and must be submitted through Ionwave. Submission names will be read at 3:00PM.

Microsoft Teams meeting  
Join on your computer, mobile app or room device  
[Click here to join the meeting](#)  
Meeting ID: 299 848 438 754  
Passcode: hD3gfB

**II. Scope of Services**

The successful vendor shall perform all services in accordance with the following conditions, at the locations outlined in Exhibit A:

**A. Turf Maintenance**

1. All turf areas will be mowed, edged, trimmed and blown for each scheduled cycle during the growing season, and as needed during the non-growing season. The railroad overpass grass areas are to be included.
2. All major turf areas will be mowed with commercial walk-behind and/or riding mowers.
3. In areas where heavier equipment could potentially damage the turf, line trimmers will be operated.

4. Pre-emergent will be applied once in the Fall and once in the Spring. Post-emergent will be applied 3 to 4 times throughout the growing season.
5. Ant bait/treatment will be applied once per month as needed March through November

**B. Edging**

1. All edging of curbs will be performed with a gas-powered steel blade, for each scheduled cycle during the growing season, and as needed during the non-growing season.

**C. Trash and Debris Removal**

1. All trash and debris, regardless of size, quantity, or type, shall be removed from all turf and bed areas (if applicable), in conjunction with each scheduled turf maintenance cycle during the growing season, and as needed during the non-growing season. Trash is to be removed prior to mowing.

**D. Other Conditions**

1. Unless otherwise instructed, the successful vendor(s) shall accomplish all tasks listed on a regular schedule, as agreed upon by the proposer and the department representative. Any variance from the prescribed schedule will require a minimum of twenty-four hour advance notification to the designated department representative. All mowing is to be accomplished Monday through Saturday, between the hours of 7am-7pm, weather permitting. It will be considered a breach of the contract if the schedule is repeatedly missed.
2. The successful vendor(s) will be required to send an e-mail to a designated Town department representative to report proposed schedules and work accomplished every week that maintenance is accomplished under this agreement. The vendor will be responsible for notifying Town personnel when they are onsite. Failure to follow this will result in a no payment for that week.
3. The successful vendor(s) shall set mowing equipment to a height no less than 2 ½" unless otherwise instructed by the designated Town department representative. All changes in the mowing height are to be approved by the Town department representative. In an effort not to bag lawn clippings, mulching mowers are preferred over mowers that throw clippings into rows.
4. If the mowing and/or maintenance is unsatisfactory, the Town reserves the right to reduce payment by 50%.
5. The successful vendor(s) shall furnish all supplies, tools, and equipment to be used on the job.
6. The successful vendor(s) shall comply with all applicable governmental laws and regulations.
7. The Town shall not be liable for any loss or damage sustained by the successful

vendor(s). The successful vendor(s) shall save the Town whole and harmless from any and all claims for liability or damage of whatsoever nature and kind, including cost of court and attorney's fees, suffered or asserted to have been suffered by any person or to any property of any person whomsoever, growing out of or resulting from or in any way connected with the performance of work under this agreement. The successful vendor(s) shall exercise every necessary precaution for the safety of the worksite and the protection of any and all persons and/or property located adjacent to or making passage through the work site.

8. The successful vendor(s) shall fill out invoice forms for monthly payments.
9. The successful vendor(s) shall operate as an independent contractor and not as an agent, representative, partner, or employee of the Town, and shall control the operations at the work site, and be solely responsible for the acts of omissions of the successful vendor(s) employees or agents.
10. Unit prices are to reflect the charges for mowing and associated tasks at each location.
11. A proposal constitutes understanding and acceptance of all terms, conditions, instruction, glossary, specifications, forms, and statements contained in this proposal document.
12. The successful vendor(s) shall exercise extreme caution while working on medians, roadsides, and high traffic areas. TX DOT approved safety vests, traffic cones, and "men working" signage are required when crews are working in any traffic situations.
13. The Town representatives reserves the right to cancel scheduled mowing cycles on a week-to-week basis, based upon need, prevailing weather conditions, and available funding.
14. The service will be monitored by the Town of Prosper Park and Recreation staff. Contact information will be provided to the successful vendor(s).
15. Responses shall include a complete "list of machinery and equipment available" in order to determine whether or not the vendor can adequately perform the necessary work. All equipment the vendor anticipates committing to this contract, if awarded, should be included on the Machinery and Equipment Worksheet (Attachment B). Past experience has shown that it is absolutely essential to have adequate back-up equipment in reserve to allow for breakdowns.
  - a. Insufficient and/or inadequate equipment as determined by the Town is cause for rejection of a proposal.
  - b. All mowers will be finish mowers.
  - c. No tractor drawn mowers will be allowed, unless approved by Parks and Recreation staff.
  - d. Contractor equipment must be maintained in good operating condition and in sufficient quantities to adequately perform all services.

- e. The contractor is responsible for performing scheduled maintenance on all equipment used for the contract. As part of his proposal the contractor must submit proof of an active Preventative Maintenance Equipment Program. Proof of an active and successful Preventative Maintenance Program will be used in evaluation of the proposal.
16. It is mandatory that a review of the contracted area be conducted prior to award of contract. The review shall be attended by the recommended vendor(s) and the Town department representative.
  17. Ozone Alert Days: On ozone alert days, vendor(s) is required to refrain from mowing until after 10 A.M., unless diesel powered equipment is used. The North Texas Clean Air Coalition offers an ozone alert hotline at 1-800-960-4247. This number can be called daily for current ozone conditions. It is the responsibility of the successful bidder to be aware of ozone alert conditions. Failure to comply with these standards will be grounds for the following:
    - a. The first offense will result in a verbal warning.
    - b. The second offense will result in a written warning.
    - c. The third offense will result in contract termination.
  18. After abundant rainfall, it may be necessary to mow selected areas twice per week in lieu of the specified once per week. Town personnel will determine if needed.
  19. Hazardous Conditions
    - a. The successful vendor(s) will be required to notify the Town department representative immediately of any hazardous conditions and/or damaged Town property prior to leaving the work site. Contact information will be provided to the successful vendor(s).
  20. Concurrent Contracts
    - a. In the event that any one vendor shall receive contracts for mowing in more than one project area, work shall proceed simultaneously in all such areas assigned.
  21. Supervision of Work Crew
    - a. The successful vendor(s) shall provide supervision of all work crews at all times while performing work under this contract.
    - b. Personal supervision is not required, provided that communication equipment or other means are provided that enable the work crew to communicate with the successful vendor(s) at all times.
    - c. Each work crew shall have a designated person on the work site that has the authority to respond to inquiries about work details or priorities in English.



- d. The successful vendor(s) shall provide the Town department representative with the name and phone number of a designated contact person available during normal business hours.

22. Safety Program

- a. The vendor(s) should have an established on-going safety training program that addresses issues such as proper safety equipment, equipment operating procedures, general safety awareness, etc.

23. Additional Reporting and Notifications

- a. A chemical record sheet will be provided to the Town once a month showing amounts/rates/types of products used.
- b. A 72-hour notice of chemical application will need to be emailed to all of the contacts for the Town. The Town will need to be onsite to verify application of chemicals.
- c. A call or text to the list of people in the Town responsible for oversight of this contract will be required when the vendor is on site. Failure to comply with this step will result in a no show/no pay for that period.
- d. In the event that a leak is found in the irrigation system in the medians, the vendor must immediately report it to the Town.

### III. Glossary of Terms

- A. Mowing project area shall refer to specific geographic area(s) of the Town designated to receive specified mowing and related services.
- B. Maintenance schedule shall mean the time periods established by the Town for the project year within which all prescribed maintenance activities for each area shall be completed. The successful bidder and area Inspector will agree on a regular day and time for maintenance at each location. If the successful bidder expects to vary from the schedule, he/she shall notify area Inspector 24 hours in advance, so work completion can be inspected in a timely manner.
- C. Concurrent shall refer to all mowing, trimming, edging, and litter removal on any given item being completed on the same day. Should a given area be too large to complete in a single day, any areas that have been mowed must be trimmed, edged, and litter removed on the same day the mowing occurs.
- D. Monthly billing cycle shall refer to each time period in the mowing schedule for the project year. Each time period is defined by a beginning and ending date, in which all prescribed maintenance activities for each area shall be completed.
- E. Inclement weather shall mean rainy weather or when the condition of the soil is such that the rutting of property will not allow cutting of grass to be accomplished satisfactorily.
- F. Trash and litter shall mean any debris, regardless of size or type, within the mowing project area

such as paper, cans, bottles, limbs, rocks, etc., which is not intended to be present as part of the landscape. Inclusive of the entire project area including streets, sidewalks, curbs, hillsides, ditches, etc. Removal of debris will require sweeping of hard surface areas such as sidewalks, if applicable.

- G. Trimming shall refer to the cutting or removal of all plant materials immediately adjacent to or under Town structures, trees, poles, tables, signs, fences, shrub beds, or other structures if applicable.
- H. Edging shall refer to the vertical removal of any and all plant material which encroaches over or onto sidewalks, curbs, steps, driveways, and pavements. Edges shall be vertical, minimum depth of 1", and minimum width of 1/4". This task must be done neatly to present a clean, crisp appearance, having a smooth line. Line trimmer accepted along fences and poles.
- I. Monofilament Trimming shall refer to trimming grass around fences, buildings, tree wells and posts. Do not directly use around the trunks of trees.

#### IV. Insurance

ALL RESPONDENTS must submit, with the bid, proof of insurance coverage as stipulated in Exhibit B. Proof shall be by submission of copies of current policies or current Certificates of Insurance, including the effective dates of coverage. Any provisions outlined in Exhibit A will be required of the successful firm only. Prior to the execution of this contract, the successful firm will supply the Purchasing Office with an original certificate of insurance evidencing the stated requirements. This insurance shall be effective for the contract duration and renewal certificates shall also be supplied upon expiration.

#### V. Questions Deadline

The Town of Prosper requires that all questions relating to this bid be submitted in writing to Jay Carter, at [purchasing@prospertx.gov](mailto:purchasing@prospertx.gov) or through IonWave by **12:00pm on Tuesday, March 12, 2024**. **No questions will be answered over the phone.** Questions in regard to the specifications will only be accepted until the stated deadline.

#### VI. Submittals

The preferred method for submissions is through IonWave. Submittals will be due on March 19, 2024, by 2:00PM.

The names of the vendors that have submitted responses to the RFP will be read the same day at 3:00PM. The link below will provide access to the response reading. No pricing will be read as there are other criteria that have to be considered.

Microsoft Teams meeting  
Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 299 848 438 754

Passcode: hD3gfB

In order for your proposals to be considered responsive, the following information should be submitted with your proposal:

- A. Pricing Worksheet (Attachment A)
- B. Machinery and Equipment Worksheet (Attachment B)
  - 1. List the type of equipment to be utilized to service the contract, including the age of equipment.
  - 2. Provide details of established Preventative Equipment Maintenance Program
- C. Vendor Information Worksheet (Attachment C)
- D. Work History and References

Provide a minimum of three (3) current references for the same or similar service as described in this proposal document, preferably for a municipality. Please provide the following information for each reference provided on the References Worksheet (Attachment D):

- 1. Company Name
  - 2. Contact Person
  - 3. Company Address
  - 4. Contact Phone Number
  - 5. Contact Fax Number
  - 6. Effective Dates
  - 7. Description of Services
- E. Additional Information
 

Include any additional information that you feel will assist the Town in the selection process.
- F. Additional Forms
  - 1. Proof of Insurance
  - 2. Certification Form

## VII. Evaluation Criteria

A review committee will judge the merit of proposals received in accordance with the requirements defined herein. Failure of vendor to provide in their proposal any information requested in this CSP may result in disqualification of the proposals. The sole objective of the review committee will be to select the proposal that provides the best value to the Town of Prosper.

The contract will be awarded based on the following evaluation criteria:

- A. Cost as evidenced in VI. Submittals, Section A. (30%)
- B. Equipment as evidenced in VI. Submittals, Section B. (15%)
- C. Staffing as evidence in VI. Submittals, Section C. (20%)
- D. Work History and References as evidenced in VI. Submittals, Section D. (20%)

E. Ability to meet the Town's needs, as evidenced in VI. Submittals, all sections (15%)

**EXHIBIT A**

**The mowing and other services will start at South Preston Road and East Frontier Parkway and end at West Frontier Parkway and Dallas North Tollway**



## EXHIBIT B

### INSURANCE REQUIREMENTS GENERAL SERVICES

Services performed on Town property, including but not limited to: Installation, Landscape, Maintenance, Custodial, Electrical, Painting, Welding, Plumbing, Transportation, Street Sweeping, Fireworks, Moving, Uniforms, Concessions, etc.

Vendor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by the vendor. A certificate of insurance meeting all requirements and provisions outlined herein shall be provided to the Town prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration.

#### A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

#### B. MINIMUM LIMITS OF INSURANCE

Vendor shall maintain limits throughout contract not less than:

1. Commercial General Liability: \$500,000 per occurrence / \$1,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy will include coverage for:
  - a. Premises / Operations
  - b. Broad Form Contractual Liability
  - c. Products and Completed Operations
  - d. Personal Injury
  - e. Broad Form Property Damage
2. Workers Compensation and Employer's Liability: Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 each accident, \$300,000 Disease - Policy Limit, and \$100,000 Disease – Each Employee.
3. Automobile Liability: \$500,000 Combined Single Limit. Limits can only be reduced if approved by the Town. Automobile liability shall apply to all owned, hired, and non-owned autos.

#### C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

#### D. OTHER INSURANCE PROVISIONS

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

1. General Liability and Automobile Liability Coverages:
  - a. The Town, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the vendor, products and

operations of the vendor, premises owned, occupied or used by the vendor. The coverage shall contain no limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.

- b. The vendor's insurance coverage shall be primary insurance in respects to the Town, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the vendor's insurance and shall not contribute with it.
  - c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Town, its officers, officials, employees, boards, and commissions or volunteers.
  - d. The vendor's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured's limit of liability.
2. Workers Compensation and Employer's Liability Coverage:
- The insurer shall agree to waive all rights of subrogation against the Town, its officers, officials, employees and volunteers for losses arising from work performed by the vendor for the Town.

3. All Coverages:

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

**E. ACCEPTABILITY OF INSURERS**

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

**F. VERIFICATION OF COVERAGE**

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

## Attachment A Pricing Worksheet

### Frontier Parkway Median Mowing and Maintenance

Base Proposal	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total:
<b>1. Turf Mowing and Maintenance</b>	*	*	2	4	4	4	2	2	2	2	2	*	24

The cycle frequencies stated herein are an accurate reflection of the Town's anticipated needs. However, these are estimates, and not a commitment. Furthermore, based on need and budget contingencies, cycle frequencies may be adjusted 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.

\*Trash and debris removal only

#### Base Proposal

#### 1. Turf Maintenance

All turf areas will be mowed, edged, trimmed and blown per the schedule above. Price per cycle includes litter and debris removal service on same day. If additional cycles are necessary during growing or non-growing seasons, the same services will be performed by the end of the next day following the request, at the per cycle rate proposed. This area is to include the railroad overpass grass areas.

**Total Cost for Turf Maintenance:**            \$ \_\_\_\_\_ x 24 = **Annual Cost:** \$ \_\_\_\_\_

#### 2. Trash and Debris Removal

Trash and debris removal service to total 3 times per week including day of mowing. If additional services are necessary during growing or non-growing seasons, the same services will be performed by the end of the next day following the request, at the per service rate proposed. This area is to include the railroad overpass grass areas.

**Total Cost for Trash and Debris removal:** \$ \_\_\_\_\_ x 132 = **Annual Cost:** \$ \_\_\_\_\_

#### 3. Total Annual Cost (No. 1 + No. 2)

**Grand Total Annual Cost:**                            \$ \_\_\_\_\_

#### 4. Pricing

##### Pre-Emergent Treatment

Spray pre-emergent to medians, from Custer to East Frontier Parkway Lane to Dallas North Tollway on all medians two times per year, after first mowing.

Unit Price per Service:                                    \$ \_\_\_\_\_

##### Post Emergent Treatment

Spray or pull any visible weeds from cracks in concrete once per month. Turf spray any visible weeds once per month March through November.



Unit Price per Service \$ \_\_\_\_\_

**Ant Bait/Treatment**

Ant bait and ant mound treatments once per month as needed March through November.

Unit Price per Service \$ \_\_\_\_\_



# Attachment C Vendor Information Form

## VENDOR INFORMATION

Number of employees: Full time \_\_\_\_\_

Number of employees: Part time: \_\_\_\_\_

Length of time in business: \_\_\_\_\_

Physical location of business (full address, including city, state & zip code):

\_\_\_\_\_  
\_\_\_\_\_

## VENDOR CONTACTS

The successful vendor must provide, to a designated Park Operations Representative, a valid telephone number and name of designated company representative. The telephone number must be answered on workdays, Monday-Friday, 7:00 AM to 5:00 PM. An alternate or emergency telephone number must also be provided to the Park Operations Representative. Failure to provide this information may be considered a reason to terminate the contract.

Company Representative: \_\_\_\_\_

Company Telephone Number (including are code): \_\_\_\_\_

Emergency Telephone Number (including are code): \_\_\_\_\_

## SUBCONTRACTOR INFORMATION

The Proposer must provide the following information for any portion of work under this contract being subcontracted. **All subcontractors will be approved by the Town of Prosper prior to commencement of work.**

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

Type of Work: \_\_\_\_\_

Amount: \_\_\_\_\_

Portion of work by proposer: \_\_\_\_\_ %

Portion of work by sub-contractor: \_\_\_\_\_ %

## Attachment D References

Please provide at least three (3) references for the same or similar services as the Town has specified in the proposal, in the spaces provided below.

Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Effective Dates: \_\_\_\_\_  
Description of Services: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Effective Dates: \_\_\_\_\_  
Description of Services: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Effective Dates: \_\_\_\_\_  
Description of Services: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Town of Prosper  
RFP No. 2024-16-A  
Frontier Parkway Median Mowing and Maintenance  
Certification Form**

**Company Information**

The following information must be provided in its entirety for your proposal to be considered:

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

Principal Place of Business Address: \_\_\_\_\_

Principal Place of Business City, State, Zip: \_\_\_\_\_

Principal Place of Business Phone Number: \_\_\_\_\_

Principal Place of Business Fax Number: \_\_\_\_\_

Remittance Address (if different from above): \_\_\_\_\_

Remittance City, State, Zip: \_\_\_\_\_

Tax Identification No: \_\_\_\_\_

**Addendums**

If an addendum to this proposal is issued, acknowledge addendum by initialing beside the addendum number:

Add. No. 1 \_\_\_\_\_ Add. No. 2 \_\_\_\_\_ Add. No. 3 \_\_\_\_\_ Add. No. 4 \_\_\_\_\_ Add. No. 5 \_\_\_\_\_

**Certification**

The undersigned hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices contained in this 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 proposal, constitutes a contract.

The individual signing this 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.

Authorized Representative:

\_\_\_\_\_  
Signature Date

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Email Address



## 2024-16-A Addendum 1 V&A Landscape and Lawn Supplier Response

### Event Information

Number: 2024-16-A Addendum 1  
Title: Frontier Parkway Median Mowing and Maintenance  
Type: Request for Proposals  
Issue Date: 3/3/2024  
Deadline: 3/19/2024 02:00 PM (CT)  
Notes: The Town of Prosper is soliciting proposals for the maintenance of medians located on East Frontier Parkway and West Frontier Parkway from Preston Road to Dallas North Toll Road, within the Town of Prosper and the City of Celina, 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, as determined by the evaluation criteria as stated herein.

This is a cooperative procurement process, with the Town of Prosper serving as the lead agency on behalf of the Town of Prosper and the City of Celina. The Town of Prosper will administer the contract on behalf of both entities, and process payments. It is understood that any reference to the "Town" throughout this document is representative of both entities.

The cycle frequencies stated herein are an accurate reflection of the Town's anticipated needs. However, these are estimates, and not a commitment. Furthermore, based on need and budget contingencies, cycle frequencies may be adjusted 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.

Item 16.

The successful vendor will be required to execute a service contract. A sample of a service contract is attached to this RFP in IonWave.

The questions deadline is March 12, 2024, at 12:00PM. The RFP is due on March 19, 2024, by 2:00PM and must be submitted through Ionwave. Submission names will be read at 3:00PM.

Microsoft Teams meeting  
Join on your computer, mobile app or room device  
[Click here to join the meeting](#)  
Meeting ID: 299 848 438 754  
Passcode: hD3gfB

### 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

# V&A Landscape and Lawn Information

Item 16.

Address: 8287 Falcon Ct  
Prosper, TX 75078  
Phone: (214) 675-6103  
Toll Free: (214) 675-6103  
Email: valandscapeandlawn@gmail.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Vincenzo Pascale  
*Signature*

valandscapeandlawn@gmail.com  
*Email*

Submitted at 3/18/2024 10:50:25 AM (CT)

## Supplier Note

It a pleasure working for the Town of Prosper , Thank you for the opportunity. Vincent Pascale

## Requested Attachments

### CIQ-2021 (Conflict of Interest Form)

Scan0980.pdf

CIQ-2021 (Conflict of Interest Form)

### RFP Submission

Scan0979.pdf

All documents related to RFP in one file

## Bid Attributes

### 1 Terms and Conditions Acknowledgement

I have read, understand and agree to all terms and conditions contained in this solicitation.

I Agree

### 2 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

### 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



<b>4</b>	<b>Addendum No. 2</b> By checking this box, vendor acknowledges receipt and understanding of Addendum No. 2 (if issued by the Town of Prosper). <input type="checkbox"/> I Agree	Item 16.
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<b>5</b>	<b>Addendum No. 3</b> By checking this box, vendor acknowledges receipt and understanding of Addendum No. 3 (if issued by the Town of Prosper). <input type="checkbox"/> I Agree
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<b>6</b>	<b>Addendum No. 4</b> By checking this box, vendor acknowledges receipt and understanding of Addendum No. 4 (if issued by the Town of Prosper). <input type="checkbox"/> I Agree
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<b>7</b>	<b>Addendum No. 5</b> By checking this box, vendor acknowledges receipt and understanding of Addendum No. 5 (if issued by the Town of Prosper). <input type="checkbox"/> I Agree
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**Bid Lines**

<b>1</b>	Turf Maintenance Service and mowing including the railroad overpass grass areas	Quantity: <u>24</u>	UOM: <u>EA</u>	Unit Price: <input type="text" value="\$1,350.00"/>	Total: <input type="text" value="\$32,400.00"/>
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<b>2</b>	Litter and Debris removal for all non-mowing days (52 weeks x 3 times per week=156-24 mowing days = 132). This includes the railroad overpass grass areas.	Quantity: <u>132</u>	UOM: <u>EA</u>	Unit Price: <input type="text" value="\$75.00"/>	Total: <input type="text" value="\$9,900.00"/>
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<b>3</b>	Apply 2 pre-emergent treatments	Quantity: <u>2</u>	UOM: <u>EA</u>	Unit Price: <input type="text" value="\$2,000.00"/>	Total: <input type="text" value="\$4,000.00"/>
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<b>4</b>	Apply 2 post-emergent treatments	Quantity: <u>2</u>	UOM: <u>EA</u>	Unit Price: <input type="text" value="\$2,000.00"/>	Total: <input type="text" value="\$4,000.00"/>
----------	----------------------------------	--------------------	----------------	---	--

<b>5</b>	Apply ant bait/mound treatments once per month as needed March through November	Quantity: <u>9</u>	UOM: <u>EA</u>	Unit Price: <input type="text" value="\$1,100.00"/>	Total: <input type="text" value="\$9,900.00"/>
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**Response Total: \$60,200.00**

**RFP NO. 2024-16-A**  
**Frontier Parkway Median Mowing**

<b>EVALUATION MATRIX</b>		<b>Rosemary Lawn and Landscaping</b>		<b>The Paysage Group</b>		<b>V&amp;A Landscape and Lawn</b>	
<b>EVALUATION CRITERIA</b>	<b>WEIGHTING</b>	<b>POINTS</b>	<b>WEIGHTED SCORE</b>	<b>POINTS</b>	<b>WEIGHTED SCORE</b>	<b>POINTS</b>	<b>WEIGHTED SCORE</b>
Cost Proposal	<b>30%</b>	10.00	3.00	7.84	2.35	8.49	2.55
Ability to Meet Town's Needs	<b>15%</b>	8.33	1.25	9.17	1.38	9.58	1.44
Equipment	<b>15%</b>	8.08	1.21	5.00	0.75	9.83	1.48
Staffing	<b>20%</b>	7.08	1.42	9.33	1.87	9.50	1.90
Work History and References	<b>20%</b>	6.00	1.20	8.83	1.77	9.27	1.85
<b>TOTAL</b>	<b>100%</b>		<b>8.08</b>		<b>8.11</b>		<b>9.21</b>



**TOWN OF PROSPER  
PROPOSAL TABULATION SUMMARY**

Item 16.

<b>Solicitation Number</b>	RFP No. 2024-16-A
<b>Solicitation Title</b>	Frontier Parkway Median Mowing
<b>Close Date</b>	03/19/2024 2:00PM

<b>Responding Contractor</b>	<b>City</b>	<b>State</b>	<b>Response Submitted</b>	<b>Response Total</b>
Rosemary Lawn and Landscaping	Allen	TX	3/19/2024 12:34:15 PM (CT)	\$51,100.00
V&A Landscape and Lawn	Prosper	TX	3/18/2024 10:50:25 AM (CT)	\$60,200.00
The Paysage Group LLC	Richland Hills	TX	3/19/2024 09:54:41 AM (CT)	\$65,185.00

**\*\*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: March 19, 2024
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