

Agenda

Prosper Town Council Meeting

Prosper Town Hall, Council Chambers 250 W. First Street, Prosper, Texas Tuesday, July 22, 2025 6:15 PM

Welcome to the Prosper Town Council Meeting.

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

Addressing the Town Council:

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

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

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

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

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

Call to Order/ Roll Call.

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

Announcements of recent and upcoming events.

Presentations.

- 1. Recognition of participants in the Mayor's Fitness Challenge. (TH)
- 2. Proclamation declaring the month of August 2025 as Gun Safety Awareness 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.

- Consider and act upon the minutes of the June 24, 2025, Town Council Work Session meeting. (MLS)
- 4. Consider and act upon the minutes of the June 24, 2025, Town Council Regular meeting. (MLS)
- 5. Consider acceptance of the June monthly financial report for fiscal year 2025. (CL)
- 6. Receive the Quarterly Investment Reports for the First Two Quarters. (CL)
- 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)
- 8. Consider and act upon a resolution designating various individuals as authorized representatives for the Town's banking accounts. (CL)
- Ocnsider and act upon approving the expenditure for the annual software assurance of the Town's computer-aided dispatch and record management systems for Public Safety, from Integrated Computer Systems, Inc., a sole source provider for \$126,215. (LJ)
- Consider and act upon a resolution suspending the July 31, 2025, effective date of Oncor Electric Delivery Company's requested rated change to permit the Town time to study the request and to establish reasonable rates; approving Cooperation with the Steering Committee of Cities Served by Oncor to hire legal and consulting services and to negotiate with the company and direct any necessary litigation and appeals; finding that the meeting at which this resolution is passed is open to the public as required by law; and requiring notice of this resolution to the company and legal counsel for the Steering Committee. (TW)
- Consider and act upon an ordinance amending the Code of Ordinances by adding a definition of "Electric Bicycle" to Section 1.09.001, "Definitions"; amending Section 1.09.008, "Bicycle Riding and Skating in Parks and on Bike Trails" and Subsection (5) of Section 1.09.023, "Outdoor Areas and Facilities;" all contained in Article 1.09, "Parks and Recreation," of Chapter 1, "General Provisions," to include the operation of electric bicycles. (TW)
- Consider and act upon a Professional Services Agreement between Axene Continuing Education and the Town of Prosper for Medical Control and Continuing Education Services in an amount not to exceed \$99,340. (SB)
- Consider and act upon an ordinance amending Article 4.05, "Alarm Systems", of Chapter 4, "Business Regulations", of the Town's Code of Ordinances and amending fees contained in Section XVI, "Alarm Systems" of Appendix A, "Fee Schedule". (DK)
- 14. Consider and act upon an ordinance amending Section 12.09.004 "School Traffic Zones" of Chapter 12 "Traffic and Vehicles" of the Town's Code of Ordinances by modifying the limits and hours of operation of such zones. (HW)
- Consider and act upon a Joint Resolution with Aubrey, Celina, Pilot Point, Providence Village and Prosper urging the Texas Department of Transportation to expedite funding for critical infrastructure projects. (CE)

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.]

<u>Items for Individual Consideration:</u>

- 16. Receive and discuss the Bond Committee recommendation for a November 4, 2025, Bond Election. (RBS)
- Consider and act upon authorizing the Town Manager to execute a Construction Agreement awarding Competitive Sealed Bid No. 2025-13-B to DDM Construction Corporation, related to construction services for the Coit Road (First-Prosper Trail) Paving and Drainage Improvements project in the amount of \$10,377,272 and authorize \$500,000 for construction phase contingencies. The total purchase order amount is \$10,877,272. (LH)
- Consider and act upon authorizing the Town Manager to execute a Professional Services Agreement between Geotex Engineering, LLC, and the Town of Prosper, Texas, related to professional construction materials testing and observation services for the Coit Road (First - Prosper Trail) Paving and Drainage Improvements project for \$239,028. (LH)
- 19. Consider and act upon authorizing the Town Manager to execute an agreement between the Town of Prosper and the Prosper Athletic Soccer Association (PASO) to accept a donation in the amount of \$950,000 to be used to supplement the costs for the addition of field lighting for the multipurpose fields at Raymond Community Park. (DB)
- 20. Consider and act upon authorizing the Town Manager to execute Change Order No. 3 to Dean Construction to include field lighting for the multipurpose fields and all required appurtenances, new electrical service, labor, and materials required to construct and install the multipurpose lighting at Raymond Community Park in the amount of \$1,932,621. (DB)
- 21. 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:

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

Section 551.072 – To discuss and consider 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 legal matters associated with amendments to the Town's Code of Ordinances regarding recent legislation, and all matters incident and related thereto.

Section 551.071 - To consult with the Town Attorney regarding legal matters associated with amendments to Article 1.02 of Chapter 1 of the Town's Code of Ordinances, and all matters incident and related thereto.

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

Adjourn.

CERTIFICATION

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted at Prosper Town Hall, located at 250 W. First Street, Prosper, Texas 75078, a place convenient and readily accessible to the general public at all times, and said Notice was posted by 5:00 p.m., on Friday, July 18, 2025, 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 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) 569-1073 at least 48 hours prior to the meeting time.

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Item 3.



MINUTES

Prosper Town Council Work Session Prosper Town Hall – Council Chambers

250 W. First Street, Prosper, Texas
Tuesday, June 24, 2025

Call to Order/ Roll Call.

The meeting was called to order at 5:02 p.m.

Council Members Present:

Mayor David F. Bristol
Mayor Pro-Tem Amy Bartley
Deputy Mayor Pro-Tem Chris Kern
Councilmember Craig Andres
Councilmember Jeff Hodges
Councilmember Cameron Reeves

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 Larenz Taylor, Management Analyst Hulon Webb. Director of Engineering Pete Anaya, Assistant Director of Engineering - Capital Projects Carrie Jones, Public Works Director Dan Baker, Parks and Recreation Director Tony Luton, Human Resources Director Chris Landrum, Finance Director Colin Ashby, Budget Officer & Grants Administrator Marcus Northcutt, Accounting Manager David Hoover, Development Services Director Harold Keith, IT Manager Todd Rice, Communications Director Shaw Eft, Assistant Fire Chief Doug Kowalski, Police Chief

Items for Individual Consideration:

1. Discuss the preliminary 2025-2026 fiscal year budget. (CL)

Mr. Luton presented an overview of the compensation study results received from the consultant.

Mr. Landrum presented an overview of where staff is in the budget process including property valuations, tax rate, benchmarking, sales tax, and General Fund summary of revenues and expenditures.

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The Town Council discussed looking at all components of benefits for compensation, a phased approach for applying recommendation(s), and reviewing permit fees, etc. for adjustments.

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.

Reconvene into Work Session.

No Executive Session took place. No action was taken.

Adjourn.

The meeting was adjourned at 6:02 p.m.

These minutes were approved on the 22nd day of July 2025.

	APPROVED:
	David F. Bristol, Mayor
ATTEST:	
Michelle Lewis Sirianni, Town Secretary	

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Item 4.



MINUTES

Prosper Town Council Meeting

Prosper Town Hall, Council Chambers 250 W. First Street, Prosper, Texas Tuesday, June 24, 2025

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 Amy Bartley
Deputy Mayor Pro-Tem Chris Kern
Councilmember Craig Andres
Councilmember Chris Kern
Councilmember Jeff Hodges
Councilmember Cameron Reeves

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 Mary Ann Moon, Economic Development Director Larenz Taylor, Management Analyst Hulon Webb, Director of Engineering Pete Anava, Assistant Director of Engineering – Capital Projects Robert Gey, Senior Traffic Engineer Carrie Jones, Public Works Director Dan Baker, Parks and Recreation Director Trevor Helton, Recreation Manager Chris Landrum, Finance Director David Hoover, Development Services Director Skyler Sparks, Help Desk Technician I Todd Rice, Communications Director Myrissa Petty, Communications Engagement Coordinator Shaw Eft. Assistant Fire Chief 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 Reeves made the following announcements:

Donations of school supplies and backpacks are being collected for the Cornerstone Assistance Network of North Central Texas Back to School Bash 2025. Drop off your contributions at the Prosper Police Department, 801 Safe-ty Way, and Prosper Town Hall, 250 W. First St., by July 10 or you can make a direct donation through their Amazon or Target wish lists.

The annual Pride in the Sky Independence Day Celebration held by Cedarbrook Media will take place on Tuesday, July 1 at Frontier Park. Festivities begin at 5:00 p.m. and will include live music, Kid Zones, food, games, and fireworks set to music. Come out for a night of celebration and fun.

The Prosper Community Library will hold its annual July 4th parade on Thursday, July 3 at 10:00 a.m. around Town Hall. The event is open to families of all ages. Come join in on the fun with the library.

A reminder that Town Hall Offices will be closed on Friday, July 4 for the Independence Day Holiday. There will be no delays in trash services and will run as normally scheduled.

Presentations.

1. Recognition regarding the 1,000 Miles Mayor's Challenge with the Town of Little Elm. (TH)

Mr. Helton introduced the item with an overview of the friendly competition between the two towns to engage residents in physical activity.

Mayor Cornelious, Town of Little Elm presented the traveling trophy to Mayor Bristol.

2. Recognition of the inaugural 2025 Mayor's Teen Government Academy. (TR)

Mayor Bristol gave an introduction and overview of the program. Certificates were presented to the graduates.

CONSENT AGENDA:

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- 3. Consider and act upon the minutes of the June 10, 2025, Town Council Work Session meeting. (MLS)
- 4. Consider and act upon the minutes of the June 10, 2025, Town Council Regular meeting. (MLS)
- 5. Consider and act upon the minutes of the June 11, 2025, Town Council, Economic Development Corporation, and Planning and Zoning Commission Joint Work Session meeting. (MLS)
- 6. Consider and act upon canceling the July 8, 2025, Town Council Work Session and Regular meeting. (MLS)
- 7. Consider acceptance of the May monthly financial report for fiscal year 2025. (CL)
- 8. Consider and act upon authorizing the Town Manager to execute an audit engagement letter between Weaver and Tidwell, L.L.P., and the Town of Prosper, Texas, related to the fiscal year 2025 annual audit. (CL)

- 9. Consider and act upon authorizing the Town Manager to execute a contract between TDC2, L.L.C., and the Town of Prosper, Texas, related to relocating the fiber network infrastructure located on the Public Works site in an amount not to exceed \$76,621. (LJ)
- 10. Consider and act upon authorizing the Town Manager to execute a contract between Astound Business Solutions and the Town of Prosper, Texas, related to establishing fiber network connectivity from Town Hall to Fire Station 4. (LJ)
- 11. Consider and act upon a contract between the Town of Prosper and ZapStand, LLC for the equipment lease, installation, maintenance, and management of four emergency kiosks with AEDs to be placed in Frontier, Lakewood, and Raymond Community Parks. (DB)
- 12. Consider and act upon a Park Improvement Fee Agreement between the Town of Prosper and PPP 100 DEV LLC, for the Park Place Phase 1 development. (DB)
- 13. Consider and act upon a Park Improvement Fee Agreement between the Town of Prosper and Shaddock-Prosper Park Place 2, LLC, for the Park Place Phase 2 development. (DB)
- 14. Consider and act upon a upon Resolution 2025-25 calling for a Public Hearing on Tuesday, August 12, 2025, on the Water, Wastewater, & Roadway Impact Fee, Land Use Assumptions, and Capital Improvements Plan. (DLH)
- 15. Consider and act upon authorizing the Town Manager to enter into an agreement with Mels Electric LLC, related to the construction of a temporary and permanent traffic signal at the intersection of First Street and Legacy Drive for \$691,566. (RG)
- 16. Consider and act upon authorizing the Town Manager to execute a Professional Engineering Service Agreement between Freese and Nichols, Inc., and the Town of Prosper, Texas, related to the design of the Craig Street Elevated Storage Tank Rehabilitation project for \$368,950. (PA)
- 17. Conduct a Public Hearing and consider and act upon a request for a Planned Development to create two single-family lots by subdividing a residential lot on Haiman Addition, Block A, Lot 1, on 0.6± acre, located on the north side of Seventh Street and 120± feet west of Church Street. (ZONE-24-0002) (DH)
- 18. Consider and act upon a request for a Waiver for Lot Frontage on Frontier South, Block A, Lot 3, on 1.7± acres, located on the west side of Preston Road and 500± feet north of Coleman Street. (WAIV-25-0003) (DH)
- 19. Consider and act upon a request for a Waiver for Lot Frontage on Victory at Frontier, Block A, Lots 3 and 9, on 13.3± acres, located on the south side of Frontier Parkway and 345± feet west of Preston Road. (WAIV-25-0001) (DH)
- 20. 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)

Councilmember Andres requested to pull item 16.

Mayor Bristol requested to pull item 15.

Councilmember Andres made a motion to approve consent agenda items 3 through 14 and 17 through 20. Councilmember Kern seconded the motion. Motion carried unanimously.

Agenda Item 16, Councilmember Andres asked for clarification on whether it would be a full rehab or a flushing of the tank. Mr. Anaya commented that it will include a full rehab of the exterior and interior of the tank.

Agenda Item 15, Mayor Bristol stated there is no issue with the item. He wanted to introduce Mr. Gey, the town's new Senior Traffic Engineer.

Councilmember Hodges made a motion to approve consent agenda items 15 and 16. Councilmember Ray seconded the motion. Motion carried unanimously.

CITIZEN COMMENTS

Neeraj Agrawal, 1021 Crystal Falls Drive, invited the Town Council and staff to the International Day of Yoga event on June 21 and offered yoga workshops to support the Mayor's Fitness Challenge.

Kent Elliot, 108 N. Parvin Street, stated that he lives in the Downtown District and noted how residences can be converted to commercial businesses with several there already. He expressed concerns about these changes and requested the Council concentrate on the older part of town, sidewalks, and the increased traffic along Coleman by the school.

Tim Holden, 2204 Georgetown Blvd. stated he lives in Artesia. He expressed concerns about not having a traffic signal at their entrance with the new high school opening in the fall. It is a dangerous intersection and requests assistance for the Town to work with the ISD and the County.

Whitney Levano, 2013 Long Park Ave. stated she lives in Artesia. She expressed safety concerns about the intersection for students crossing to the new high school in the fall.

Mike Perry, 2204 Commons Way, stated he lives in Artesia and is the current President of the Elm Ridge Homeowners Association. He expressed his concerns and frustrations with the Town on the assistance with the purchase of the signal and installation, previous interactions regarding fire protective services, and an emergency water transmission line. He invited the Council and staff to have further discussions.

Items for Individual Consideration:

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

No comments were made.

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

Councilmember Ray requested staff to check who is responsible for maintaining the sidewalks and streets along US 380 from Custer to Richland Blvd. due to the tall weeds and debris, and

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maintenance of the canopies along the hike and bike trails, more specifically along Coleman and Prosper Trail.

Mayor Pro-Tem Bartley requested staff to check on the vacant lots that may need attention with overgrown grass, weeds, and shrubs next to sidewalks, curbs, etc. that are affecting neighbors and businesses.

EXECUTIVE SESSION:

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

Section 551.072 – To discuss and consider 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 legal advice relative to historical uses and historical designations of property in the Town, and all matters incident and related thereto.

Section 551.071 - To consult with the Town Attorney regarding legal issues associated with code enforcement and law enforcement activities 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, Community Engagement Committee, Downtown Advisory Committee and the Bond Committee, and all matters incident and related thereto.

The Town Council recessed into Executive Session at 6:59 p.m.

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

The Town Council reconvened into Regular Session at 9:27 p.m.

Mayor Pro-Tem Bartley made a motion to authorize the Prosper Economic Development Corporation to proceed with the purchase of Lots 1 and 2 of Bryant's First Addition, Town of Prosper, Collin County, Texas pursuant to the terms discussed in closed session, and ratify any expenditures incurred to date by the Prosper Economic Development Corporation relative to the purchase of said property. Councilmember Kern seconded the motion. Motion carried unanimously.

Adjourn.

The meeting was adjourned at 9:28 p.m.

These minutes were approved on the 22nd day of July 2025.

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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: Consider acceptance of the June Monthly Financial Report for Fiscal

Year 2025 (CL)

Town Council Meeting – July 22, 2025

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider acceptance of the June monthly financial report for fiscal year 2025. (CL)

Description of Agenda Item:

The Town Charter requires the submission of monthly financial reports to the Town Council. In summary, both revenues and expenditures are within the expected ranges, except where otherwise noted in the financial statements.

The attached monthly financial report for fiscal year 2025 were put in a new order to better align with the fund types (governmental, business-type, multi-year, etc.).

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. Monthly Financial Report June 30, 2025
- 2. Third Quarter Summary

Town Staff Recommendation:

Town staff recommends Town Council vote to accept submission of the monthly financial report for the period of June for fiscal year 2025 in compliance with the requirements of the Town Charter.

Proposed Motion:

I move to accept the June Monthly Financial Report for Fiscal Year 2025 in compliance with charter requirements.





MONTHLY FINANCIAL REPORT as of June 30, 2025 Cash/Budgetary Basis

Prepared by Finance Department

July 22, 2025

TOWN OF PROSPER, TEXAS

MONTHLY FINANCIAL REPORT June 2025

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GENERAL FUND

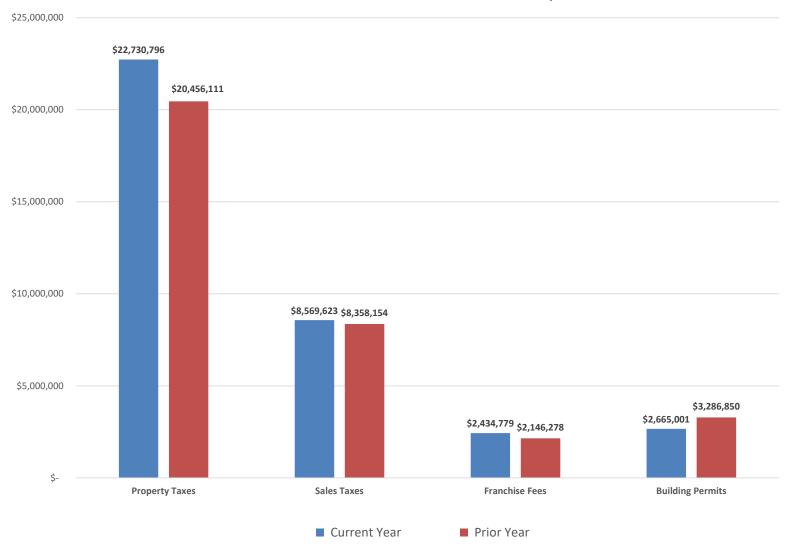
	Original	Budget	Amended	C	Current Year	Current Year	Current Remaining			Prior Year	Change from
	Budget	Adjustment	Budget	١	TD Actuals	Encumbrances	Budget Balance	YTD Percent	Note	YTD Actuals	Prior Year
REVENUES											
Property Taxes	\$ 23,332,018		23,332,018	\$	22,730,796	\$ -	\$ 601,222	97%	1	\$ 20,456,111	11%
Sales Taxes	12,903,535	-	12,903,535		8,569,623	-	4,333,912	66%		8,358,154	3%
Franchise Fees	3,334,932	· -	3,334,932		2,434,779	-	900,153	73%	2	2,146,278	13%
Building Permits	3,700,000	-	3,700,000		2,665,001	-	1,034,999	72%		3,286,850	-19%
Other Licenses, Fees & Permits	2,290,520	-	2,290,520		1,443,485	-	847,035	63%		1,355,877	6%
Charges for Services	1,342,523	-	1,342,523		1,283,268	-	59,255	96%		1,106,207	16%
Fines & Warrants	352,050	-	352,050		403,144	-	(51,094)	115%		316,282	27%
Intergovernmental Revenue (Grants)	611,781		611,781		23,106	-	588,675	4%		43,250	-47%
Interest Income	950,000	-	950,000		534,289	-	415,711	56%		781,561	-32%
Miscellaneous	144,351		144,351		256,563	-	(112,212)	178%		166,655	54%
Park Fees	767,400	-	767,400		483,041	-	284,359	63%		469,045	3%
Transfers In	1,478,696	-	1,478,696		1,109,022	-	369,674	75%		972,827	14%
Total Revenues	\$ 51,207,806	; \$ -	\$ 51,207,806	\$	41,936,117	\$ -	\$ 9,271,689	82%		\$ 39,459,097	6%
EXPENDITURES											
Administration	\$ 10,928,574	- \$	\$ 10,928,574	\$	8,020,800	\$ 352,765	\$ 2,555,008	77%		\$ 7,789,130	3%
Police	11,538,858	-	11,538,858		9,097,894	281,556	2,159,408	81%		7,202,138	26%
Fire/EMS	10,379,914	-	10,379,914		8,493,642	155,170	1,731,102	83%		8,033,322	6%
Public Works	5,108,876	; -	5,108,876		2,885,076	743,625	1,480,175	71%		2,391,921	21%
Community Services	8,170,637	-	8,170,637		5,436,917	709,586	2,024,134	75%		5,010,677	9%
Development Services	4,119,971	-	4,119,971		2,825,043	182,271	1,112,656	73%		2,381,896	19%
Engineering	2,572,798	-	2,572,798		1,778,964	23,807	770,026	70%		1,896,403	-6%
Transfers Out	-	-	-		-	-	-	0%		446,389	-100%
Total Expenses	\$ 52,819,628	- \$	52,819,628	\$	38,538,337	\$ 2,448,780	\$ 11,832,511	78%		\$ 35,151,875	10%
									_		
REVENUE OVER (UNDER) EXPENDITURES	\$ (1,611,822		\$ (1,611,822)	\$	3,397,780					\$ 4,307,222	
Beginning Fund Balance October 1			13,231,361		13,231,361					18,777,035	
		_									
Ending Fund Balance		_	\$ 11,619,539	\$	16,629,141					\$ 23,084,257	

Notes

- 1 Property taxes are billed in October and the majority of collections occur December through February.
- 2 Franchise fees and other various license and fees are paid quarterly or annually.
- 3 Fund Balance Contingency per Charter and Reserve for FY25 = \$10,750,376 (21%).

GENERAL FUND REVENUE

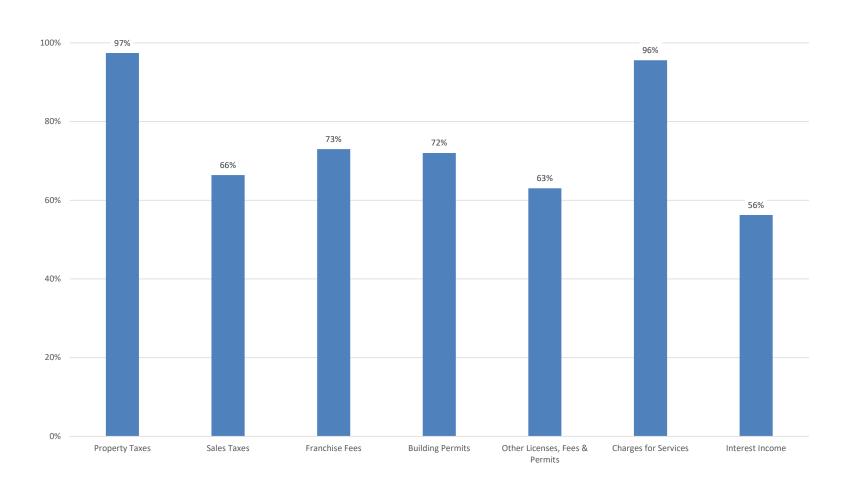
Current YTD to Prior Year YTD Actual Comparison



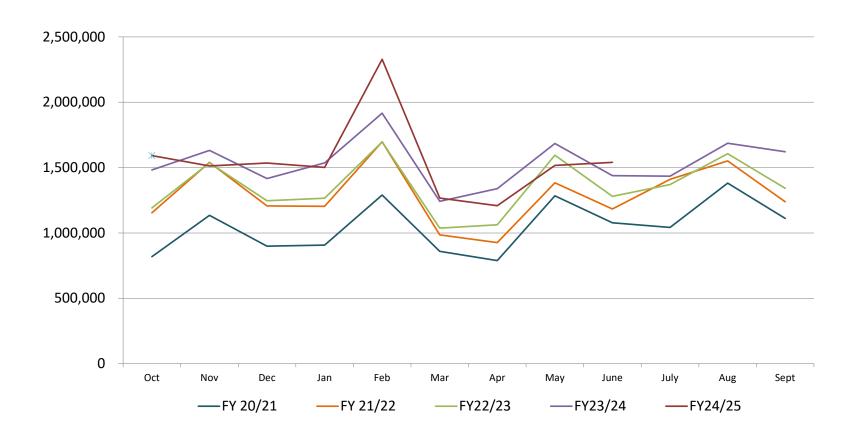
GENERAL FUND

YTD REVENUE % OF ANNUAL BUDGET

120%



Town of Prosper, Texas Sales Tax Revenue by Month



DEBT SERVICE FUND

	Original	Budget		Amended	Current Year		Current Year	Current Remaining			-	Prior Year	Change from
	Budget	Adjustment		Budget	,	YTD Actual	Encumbrances	Budget Balance	YTD Percent	Note	Y	TD Actual	Prior Year
REVENUES													
Property Taxes-Delinquent	\$ 75,000	\$	- \$	75,000	\$	(23,128)	\$ -	\$ 98,128	-31%	3	\$	213,962	-111%
Property Taxes-Current	18,113,251		-	18,113,251		17,925,644	-	187,607	99%	1		15,092,280	19%
Taxes-Penalties	40,000		-	40,000		51,508	-	(11,508)	129%			56,929	-10%
Interest Income	195,000		-	195,000		183,851	-	11,149	94%			215,942	-15%
Transfer In	-		-	-		-	-	-	0%				0%
Total Revenues	\$ 18,423,251	\$	- \$	18,423,251	\$	18,137,876	\$ -	\$ 285,375	98%		\$	15,579,113	16%
EXPENDITURES													
Professional Services	\$ -	\$	- \$	-	\$	-	\$ -	\$ -	0%		\$	2,500	-100%
Bond Administrative Fees	20,000		-	20,000		1,015	-	18,985	5%			1,500	-32%
2014 GO Bond Payment	600,000		-	600,000		-	-	600,000	0%	ħ		-	0%
2015 GO Bond Payment	1,436,700		-	1,436,700		1,436,700	-	-	100%			1,365,700	5%
2015 CO Bond Payment	495,000		-	495,000		495,000	-	-	100%			475,000	4%
2016 GO Debt Payment	-		-	-		-	-	-	0%			-	0%
2016 CO Debt Payment	105,000		-	105,000		105,000	-	-	100%			90,000	17%
2017 CO Debt Payment	480,000		-	480,000		480,000	-	-	100%			450,000	7%
2018 GO Debt Payment	160,000		-	160,000		160,000	-	-	100%	≻ 2		150,000	7%
2018 CO Debt Payment	520,000		-	520,000		520,000	-	-	100%			500,000	4%
2019 CO Debt Payment	549,266		-	549,266		549,266	-	-	100%			340,022	62%
2019 GO Debt Payment	170,000		-	170,000		170,000	-	-	100%			165,000	3%
2020 CO Debt Payment	430,000		-	430,000		430,000	-	-	100%			265,000	62%
2021 CO Debt Payment	265,000		-	265,000		265,000	-	-	100%			260,000	2%
2021 GO Debt Payment	1,355,000		-	1,355,000		1,355,000	-	-	100%			1,290,000	5%
2022 GO Debt Payment	1,020,000		-	1,020,000		1,020,000	-	-	100%			970,000	5%
2023 GO Debt Payment	1,055,000		-	1,055,000		1,055,000	-	-	100%				
2024 GO Debt Payment	2,100,000		-	2,100,000		2,100,000	-	-	100%				
Bond Interest Expense	8,082,589		-	8,082,589		4,078,331	-	4,004,258	50% -	₽		3,414,404	19%
Total Expenditures	\$ 18,843,555	\$	- \$	18,843,555	\$	14,220,311	\$ -	\$ 4,623,243	75%		\$	9,739,125	46%
REVENUE OVER (UNDER) EXPENDITURES	\$ (420,304)	\$	- \$	(420,304)	\$	3,917,564					\$	5,839,988	
Beginning Fund Balance October 1				1,245,232		1,245,232						1,302,520	
Ending Fund Balance Current Month			\$	824,928	\$	5,162,796					\$	7,142,508	

Notes

- 1 Property taxes are billed in October and the majority of collections occur December through February.
- 2 Annual debt service payments are made in February and August.
- 3 Refunds for prior year delinquent property tax revenue have caused this to become negative.

EAST THOROUGHFARE IMPACT FEES FUND

	Project Budget	C	urrent Year Original Budget	Current Year Budget Adjustment		urrent Year Amended Budget	C	urrent Year Actual	Current Year Encumbrances	urrent Remaining Budget Balance	rior Years kpenditure	Project Budget Balance
REVENUES East Thoroughfare Impact Fees East Thoroughfare Other Revenue Interest Income Total Revenues		\$	1,000,000 - 120,000 1,120,000		- - -	\$ 1,000,000 - 120,000 1,120,000	\$	924,618 - 100,032 1,024,650				
EXPENDITURES Developer Reimbursements												
FM 1461 (SH289-CR 165)	\$ 385,368	\$	77,074	\$	-	\$ 77,074	\$	77,074	\$ -	\$ -	\$ 308,294	\$ -
Cambridge Park Estates	880,361		160,001		-	160,001		24,348	-	135,653	774,795	81,218
Total Developer Reimbursements	\$ 1,265,728	\$	237,074	\$	-	\$ 237,074	\$	101,422	\$ -	\$ 135,653	\$ 1,083,089	\$ 81,218
Transfer to Capital Project Fund	\$ 1,820,000	\$	2,500,000	\$	-	\$ 2,500,000	\$	2,529,491		\$ (29,491)	Ç	\$ (709,491)
Total Transfers Out	\$ 1,820,000	\$	2,500,000	\$	-	\$ 2,500,000	\$	2,529,491	\$ -	\$ (29,491)	\$ - 3	\$ (709,491)
Total Expenditures	\$ 3,085,728	\$	2,737,074	\$	-	\$ 2,737,074	\$	2,630,912	\$ -	\$ 106,162	\$ 1,083,089	\$ (628,273)
REVENUE OVER (UNDER) EXPENDITURES						\$ (1,617,074)	\$	(1,606,263)				
Beginning Fund Balance October 1						3,376,848		3,376,848				
Ending Fund Balance Current Month						\$ 1,759,774	\$	1,770,585				

WEST THOROUGHFARE IMPACT FEES FUND

		Project Budget	(Current Year Original Budget		Current Year Budget Adjustment		Current Year Amended Budget		urrent Year Actual		urrent Year cumbrances		ırrent Remaining Budget Balance	Prior Years expenditure	Project Budget Balance
REVENUES																
West Thoroughfare Impact Fees			\$	4,500,000	\$	-	\$	4,500,000	\$	3,257,358						
West Thoroughfare Other Revenue				-		-		-		-						
Interest Income				200,000		-		200,000		297,332	_					
Total Revenues			\$	4,700,000	\$	-	\$	4,700,000	\$	3,554,691	-					
EXPENDITURES																
Developer Reimbursements																
Parks at Legacy Developer Reimb	\$	6,573,981	\$	-	\$	-	\$	-	\$	_	\$	-	\$	-	\$ 6,521,933	\$ 52,048
Pk Place, Prosper Hills, Prosper Meadow		4,014,469		1,200,000		-		1,200,000		-		-		1,200,000	-	4,014,469
Star Trail Developer Reimb		6,315,000		2,000,000		-		2,000,000		-		-		2,000,000	5,635,232	679,768
Legacy Garden Developer Reimb		3,407,300		1,000,000		-		1,000,000		-		-		1,000,000	485,648	2,921,652
DNT Frontier Retail		2,154,348		800,000		-		800,000		1,262,833		-		(462,833)	-	891,515
Westside Developer Reimb		156,016		86,548		-		86,548		-		-		86,548	69,468	86,548
Total Developer Reimbursements	\$	22,621,114	\$	5,086,548	\$	-	\$	5,086,548	\$	1,262,833	\$	-	\$	3,823,715	\$ 12,712,281	\$ 8,646,000
Transfer to Capital Project Fund	Ś	5,000,000	Ś	5,000,000	\$	_	\$	5,000,000	Ś	5,029,491			Ś	(29,491)		\$ (29,491)
Total Transfers Out	\$	5,000,000		5,000,000	_	-	\$	5,000,000	\$	5,029,491	\$	-	\$	(29,491)	\$ -	 (29,491)
														, , ,		
Total Expenditures	\$	28,271,114	\$	10,086,548	\$	-	\$	10,086,548	\$	6,292,323	\$	-	\$	3,794,225	\$ 12,712,281	\$ 9,266,509
REVENUE OVER (UNDER) EXPENDITURES							\$	(5,386,548)	\$	(2,737,633)						
Beginning Fund Balance October 1								9,564,029		9,564,029						
Ending Fund Balance Current Month							\$	4,177,481	\$	6,826,396	-					

WATER IMPACT FEES FUND

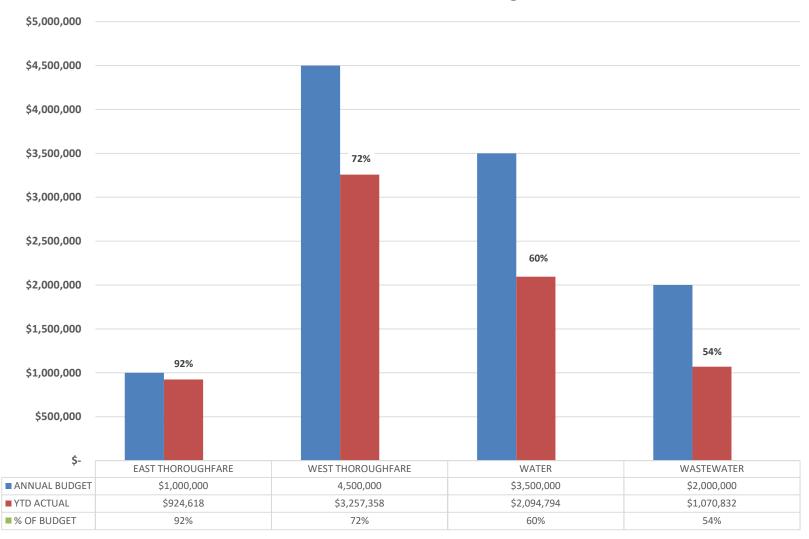
	Project Budget	С	urrent Year Original Budget	urrent Year Budget Adjustment	Current Year Amended Budget		C	urrent Year Actual	Current Year Encumbrances	rent Remaining udget Balance	Prior Years Expenditure	Project Budget Balance
REVENUES												
Impact Fees Water		\$	3,500,000	\$ -	\$	3,500,000	\$	2,094,794				
Interest Income			290,000	-		290,000		266,069				
Total Revenues		\$	3,790,000	\$ -	\$	3,790,000	\$	2,360,863				
EXPENDITURES												
Developer Reimbursements												
DNT Frontier Retail	\$ 343,542	\$	200,000	\$ -	\$	200,000	\$	237,916	\$ -	\$ (37,916)	54,252 \$	51,374
Star Trail	2,811,923		500,000	-		500,000		-	-	500,000	2,399,731	412,192
Victory at Frontier	215,402		68,031	-		68,031		-	-	68,031	168,869	46,533
Westside Developer Reimb	438,235		222,502	-		222,502		-	-	222,502	215,733	222,502
Pk Place, Prosper Hills, Prosper Meadow	1,406,859		800,000	-		800,000		-	-	800,000	-	1,406,859
Parks at Legacy Developer Reimb	594,140		-	-		-		270,739	-	(270,739)	594,140	(270,739)
Total Developer Reimbursements	\$ 5,810,101	\$	1,790,533	\$ -	\$	1,790,533	\$	508,656	\$ -	\$ 1,281,877	- \$	1,868,721
Transfer to Capital Project Fund	\$ -	\$	2,000,000	\$ -	\$	2,000,000	\$	2,007,309	\$ -	\$ (7,309)	-	
Total Transfers Out	\$ -	\$	2,000,000	\$ -	\$	2,000,000	\$	2,007,309	\$ -	\$ (7,309)	- \$	-
Total Expenditures	\$ 5,810,101	\$	3,790,533	\$ -	\$	3,790,533	\$	2,515,965	\$ -	\$ 1,274,568	- \$	1,868,721
REVENUE OVER (UNDER) EXPENDITURES					\$	(533)	\$	(155,102)				
Beginning Fund Balance October 1						7,882,804		7,882,804				
Ending Fund Balance Current Month				-	\$	7,882,271	\$	7,727,702				

WASTEWATER IMPACT FEES FUND

	Project Budget	C	urrent Year Original Budget	urrent Year Budget Adjustment	Current Year Amended Budget		С	urrent Year Actual		urrent Year cumbrances	rrent Remaining Budget Balance	Prior Years xpenditure	Project Budget Balance
REVENUES													
Impact Fees Wastewater		\$	2,000,000	\$ -	\$	2,000,000	\$	1,070,832					
Interest Income			125,000	-		125,000		130,066					
Upper Trinity Equity Fee			300,000	-		300,000		154,000	_				
Total Revenues		\$	2,425,000	\$ -	\$	2,425,000	\$	1,354,898					
EXPENDITURES													
Developer Reimbursements													
LaCima Developer Reimb	\$ 228,630	\$	125,000	\$ -	\$	125,000	\$	-	\$	-	\$ 125,000	\$ 103,630 \$	125,000
Brookhollow Developer Reimb	1,178,194		120,452	-		120,452		-		-	120,452	1,057,742	120,452
All Storage Developer Reimb	204,180		150,000	-		150,000		-		-	150,000	54,180	150,000
Legacy Garden Developer Reimb	274,438		63,274	-		63,274		5,464		-	57,810	211,164	57,810
Pk Place, Prosper Hills, Prosper Meadow	 186,169		100,000	-		100,000		-		-	100,000	-	186,169
Total Developer Reimbursements	\$ 2,071,611	\$	558,726	\$ -	\$	558,726	\$	5,464	\$	-	\$ 553,262	\$ 1,426,716 \$	639,431
Transfer to Capital Project Fund	\$ 3,531,622	\$	3,531,622	\$ -	\$	3,531,622	\$	3,538,931	\$	-	\$ (7,309)	\$ - \$	(7,309)
Total Transfers Out	\$ 3,531,622	\$	3,531,622	\$ -	\$	3,531,622	\$	3,538,931	\$	-	\$ (7,309)	\$ - \$	(7,309)
Total Expenditures	\$ 5,603,233	\$	4,090,348	\$ -	\$	4,090,348	\$	3,544,395	\$	-	\$ 545,953	\$ 1,426,716 \$	632,122
REVENUE OVER (UNDER) EXPENDITURES					\$	(1,665,348)	\$	(2,189,497)					
Beginning Fund Balance October 1						4,248,161		4,248,161					
Ending Fund Balance Current Month					\$	2,582,813	\$	2,058,664					

IMPACT FEE REVENUE

YTD Actual to Annual Budget



TIRZ #1 - BLUE STAR

	Original	Budget		Amended		Current Year		C	Current Remaining			F	Prior Year	Change from
	Budget	A	djustment		Budget		YTD Actual		Budget Balance	YTD Percent	Note	Υ	TD Actual	Prior Year
REVENUES														
Impact Fee Revenue:														
Water Impact Fees	\$ 50,000	\$	-	\$	50,000	\$	280,526	\$	(230,526)	561%		\$	80,996	246%
Wastewater Impact Fees	700,000		-		700,000		429,299		270,701	61%			460,550	-7%
East Thoroughfare Impact Fees	50,000		-		50,000		269,645		(219,645)	539%			65,244	313%
Property Taxes - Town (Current)	1,269,687		-		1,269,687		1,256,338		13,349	99%			1,108,174	13%
Property Taxes - Town (Rollback)	-		-		-		165,155		(165,155)	0%			486,411	-66%
Property Taxes - County (Current)	268,202		-		268,202		265,382		2,820	99%			231,790	14%
Sales Taxes - Town	1,293,986		-		1,293,986		926,593		367,393	72%			873,862	6%
Sales Taxes - EDC	1,086,948		-		1,086,948		776,022		310,926	71%			731,860	6%
Interest Income	75,000		-		75,000		137,746		(62,746)	184%			96,290	43%
Transfer In	-		-		-		-		-	0%			-	0%
Total Revenue	\$ 4,793,823	\$	-	\$	4,793,823	\$	4,506,706	\$	287,117	94%		\$	4,135,176	9%
EXPENDITURES														
Professional Services	\$ 6,000	\$	-	\$	6,000	\$	-	\$	6,000	0%		\$	-	0%
Developer Reimbursement	4,787,823		-		4,787,823		-		4,787,823	0%			-	0%
Transfers Out	-		-		-		-		-	0%			-	0%
Total Expenses	\$ 4,793,823	\$	-	\$	4,793,823	\$	-	\$	4,793,823	0%		\$	-	0%
REVENUE OVER (UNDER) EXPENDITURES				\$	-	\$	4,506,706					\$	4,135,176	
Beginning Fund Balance October 1					2,542,101		2,542,101						991,447	
Ending Fund Balance Current Month			-	\$	2,542,101	\$	7,048,807	-				\$	5,126,623	

TIRZ #2

		Original	В	Budget		Amended		ırrent Year	Cu	urrent Remaining			Pr	ior Year	Change from
		Budget	Adj	justment		Budget	Υ	TD Actual	E	Budget Balance	YTD Percent	Note	YT	D Actual	Prior Year
DE1/5111/50															
REVENUES	_	447.702				447 702		444.647		2.426	070/			20 527	4000/
Property Taxes - Town (Current)	\$	117,783	\$		\$	117,783	\$	114,647	>	3,136	97%		\$	39,537	190%
Property Taxes - Town (Rollback)		-		-						- ()	0%			44,560	-100%
Property Taxes - County (Current)		8,441		-		8,441		24,217		(15,776)	287%			8,270	193%
Sales Taxes - Town		2,000		-		2,000		1,221		779	61%			3,547	-66%
Sales Taxes - EDC		2,000		-		2,000		1,221		779	61%			3,547	-66%
Interest Income		1,500		-		1,500		2,738		(1,238)	183%			2,344	17%
Total Revenue	\$	131,724	\$	-	\$	131,724	\$	144,044	\$	(12,320)	109%		\$	101,806	41%
EVENINITURES															
EXPENDITURES	_								_						
Professional Services	\$		\$	-	\$	-	\$	-	\$	-	0%		\$	-	0%
Developer Reimbursement		131,724		-		131,724		-		131,724	0%			-	0%
Transfers Out		-		-		-		-		-	0%			-	0%
Total Expenditures	\$	131,724	\$	-	\$	131,724	\$	-	\$	131,724	0%		\$	-	0%
REVENUE OVER (UNDER) EXPENDITURES					\$	-	\$	144,044					\$	101,806	
Beginning Fund Balance October 1						25,751		25,751						25,650	
Ending Fund Balance Current Month					\$	25,751	\$	169,795	-			-	\$	127,456	

CRIME CONTROL AND PREVENTION SPECIAL PURPOSE DISTRICT

	Original	Bud	lget	Amended	(Current Year	Current Yea	ar	Current Remaining			P	rior Year	Change from
	Budget	Adjust	tment	Budget		YTD Actual	Encumbrano	es	Budget Balance	YTD Percent	Note	Υ	TD Actual	Prior Year
REVENUES														
Sales Tax - Town	\$ 3,478,456	\$	-	\$ 3,478,456	\$	2,272,422	\$	-	\$ 1,206,034	65%		\$	2,247,480	1%
Interest Income	1,200		-	1,200		7,605		-	(6,405)	634%			-	0%
Other	-		-	-		-		-	-	0%			-	0%
Total Revenue	\$ 3,479,656	\$	-	\$ 3,479,656	\$	2,280,027	\$	-	\$ 1,199,629	66%		\$	2,247,480	1%
EXPENDITURES														
Personnel	\$ 3,344,835	\$	-	\$ 3,344,835	\$	1,739,928	\$	-	\$ 1,604,907	52%		\$	2,269,532	-23%
Other	1,200		-	1,200		1,357		-	(157)	113%			8,604	-84%
Total Expenditures	\$ 3,346,035	\$	-	\$ 3,346,035	\$	1,741,285	\$	-	\$ 1,604,750	52%		\$	2,278,136	-24%
REVENUE OVER (UNDER) EXPENDITURES	\$ 133,621	\$	-	\$ 133,621	\$	538,742						\$	(30,656)	
Beginning Fund Balance October 1				398,065		398,065							422,055	
Ending Fund Balance Current Month				\$ 531,686	\$	936,807						\$	391,399	

FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES SPECIAL PURPOSE DISTRICT

		Original	Budget		Amended	(Current Year	Current Year	Curi	rent Remaining			Р	rior Year	Change from
		Budget	Adjustmer	it	Budget		YTD Actual	Encumbrances	Βι	udget Balance	YTD Percent	Note	Y	TD Actual	Prior Year
REVENUES															
Sales Tax - Town	\$	3,478,456	\$	- \$	3,478,456	\$	2,290,214	\$ -	\$	1,188,242	66%		\$	2,249,230	2%
Interest Income		1,200		-	1,200		748	-		452	62%			3,411	-78%
Other		-		-	-		-			-	0%			-	0%
Total Revenue	\$	3,479,656	\$	- \$	3,479,656	\$	2,290,961	\$ -	\$	1,188,695	66%		\$	2,252,642	2%
EXPENDITURES Personnel	ė	3,541,860	ė	- \$	3,541,860	ė	2,198,768	ė	\$	1,343,092	62%		Ś	2,145,895	2%
Other	۶	2,400	Ş	- ş	2,400	Ş	1,357	-	Ş	1,343,092	57%		Ş	2,143,693 8,604	-84%
Total Expenditures	\$	3,544,260	\$	- \$	3,544,260	\$	2,200,125	\$ -	\$	1,344,135	62%		\$	2,154,499	2%
REVENUE OVER (UNDER) EXPENDITURES	\$	(64,604)	\$	- \$	(64,604)	\$	90,836						\$	98,143	
Beginning Fund Balance October 1					382,940		382,940							455,295	
Ending Fund Balance Current Month				\$	318,336	\$	473,776					•	\$	553,438	

PARK DEDICATION AND IMPROVEMENT FUNDS

		Original	Budget		Amended	C	urrent Year	Current Yea	ır	Current Remaining			Р	rior Year	Change from
		Budget	Adjustment		Budget	,	YTD Actual	Encumbranc	es	Budget Balance	YTD Percent	Note	ΥT	ΓD Actual	Prior Year
REVENUES	١.														
Park Dedication Fees	\$	600,000	\$	- \$	600,000	\$	1,303,973	\$	-	\$ (703,973)	217%		\$	737,375	77%
Park Improvement Fees		800,000		-	800,000		1,217,000		-	(417,000)	152%			646,146	88%
Interest - Park Dedication		36,000		-	36,000		43,728		-	(7,728)	121%			26,334	66%
Interest - Park Improvement		38,000		-	38,000		19,954		-	18,046	53%			33,809	-41%
Contributions/Grants		-		-	-		-		-	-	0%			-	0%
Transfers In		-		-	-		-		-	-	0%			-	0%
Total Revenue	\$	1,474,000	\$	- \$	1,474,000	\$	2,584,655	\$	-	\$ (1,110,655)	175%		\$	1,443,664	79%
EXPENDITURES															
Transfers Out - Park Dedication	\$	1,810,050	\$	- \$	1,810,050	\$	1,115,050	\$	-	\$ 695,000	62%		\$	-	0%
Park Dedication		-		-	-		-		-	-	0%			-	0%
Transfers Out - Park Improvement		465,000		-	465,000		465,000		-	-	100%			-	0%
Park Improvement		50,000		-	50,000		-	47,	174	2,826	94%			-	0%
Total Expenditures	\$	2,325,050	\$	- \$	2,325,050	\$	1,580,050	\$ 47,	174	\$ 697,826	70%		\$	-	0%
REVENUE OVER (UNDER) EXPENDITURES	\$	(851,050)	\$	- \$	(851,050)	\$	1,004,605						\$	1,443,664	
Beginning Fund Balance October 1					1,232,192		1,232,192							2,316,978	
Ending Fund Balance Current Month				\$	381,142	\$	2,236,797						\$	3,760,642	

SPECIAL REVENUE FUNDS

	C	Original	Budget	Amended	С	urrent Year	Current Year	Cur	rrent Remaining			F	rior Year	Change from
	1	Budget	Adjustment	Budget	`	YTD Actual	Encumbrances	В	udget Balance	YTD Percent	Note	Y	TD Actual	Prior Year
REVENUES												_		
Interest Income	\$	52,550	\$ -	\$ 52,550	\$	253,131		- \$	(200,581)	482%		\$	78,543	222%
Interest Income CARES/ARPA Funds		-	-	-		-	-		- (6.070)	0%			108,867	-100%
Police Donation Revenue		15,500	-	15,500		22,373	-	-	(6,873)	144%			15,601	43%
Cash Seizure Forfeit		-	-	-		16,204	-	•	(16,204)	0%			6,130	164%
Fire Donation Revenue		15,500	-	15,500		12,467	-	-	3,033	80%			14,551	-14%
Child Safety Revenue		28,000	-	28,000		18,947	-	•	9,053	68%			13,894	36%
Court Technology Revenue		8,198	-	8,198		10,009	-	-	(1,811)	122%			7,801	28%
Court Security Revenue		8,525	-	8,525		12,287	-	•	(3,762)	144%			9,460	30%
Municipal Jury revenue		-	-	-		317	-	-	(317)	0%			190	67%
Tree Mitigation		300,000	-	300,000		56,858	-		243,143	19%			105,014	-46%
Escrow Income		-	-	-		-	-	-	-	0%			167,514	-100%
LEOSE Revenue		3,000	-	3,000		10,288	-	-	(7,288)	343%			8,756	18%
Transfer In		-	-	-		-	-		-	0%			-	0%
Total Revenue	\$	431,273	\$ -	\$ 431,273	\$	412,881	\$ -	- \$	18,392	96%		\$	536,321	-23%
EXPENDITURES														
Police Donation Expense	\$	5,000	\$ -	\$ 5,000	\$	3,989	\$ -	- \$	1,011	80%		\$	423	843%
Police Seizure Expense		12,995	-	12,995		6,621	-	•	6,374	51%			867	664%
Fire Donation Expense		10,000	-	10,000		34,210	-	-	(24,210)	342%			2,980	1048%
Child Safety Expense		3,000	-	3,000		-	-	-	3,000	0%			264	-100%
Court Technology Expense		10,000	-	10,000		-	-		10,000	0%			-	0%
Court Security Expense		16,860	-	16,860		-	-		16,860	0%			-	0%
Tree Mitigation Expense		-	-	-		-	-		-	0%			-	0%
LEOSE Expenditure		6,500	-	6,500		75	-	-	6,425	1%			3,955	-98%
Transfer Out (Escrow Funds)		1,150,000	-	1,150,000		1,650,000	-	-	(500,000)	143%			200,000	725%
Total Expenses	\$	1,214,355	\$ -	\$ 1,214,355	\$	1,694,896	\$ -	- \$	(480,541)	140%		\$	208,489	713%
·									•				·	•
REVENUE OVER (UNDER) EXPENDITURES	\$	(783,082)	\$ -	\$ (783,082)	\$	(1,282,015)						\$	327,832	
Beginning Fund Balance October 1				2,296,614		2,296,614							2,104,365	
Ending Fund Balance Current Month				\$ 1,513,532	\$	1,014,599						\$	2,432,197	

Notes

HOTEL OCCUPANCY TAX FUND

	Original		Budget	Amended	Current Ye	ear (Current Year	Current Remaining			Prior Year	Change from
	Budget	Д	Adjustment	Budget	YTD Actu	al E	ncumbrances	Budget Balance	YTD Percent	Note	YTD Actual	Prior Year
REVENUES												
Sales Taxes	\$ 57,	125 \$	- \$	57,125	\$	- \$	-	\$ 57,125	0%		\$ -	0%
Interest Income	2,	000	-	2,000		-	-	2,000	0%		-	0%
Other		-	-	-		-	-	-	0%		-	0%
Total Revenue	\$ 59,	125 \$	- \$	59,125	\$	- \$	-	\$ 59,125	0%		\$ -	0%
EXPENDITURES												
Personnel	\$	- \$	- \$	-	\$	- \$	-	\$ -	0%		\$ -	0%
Development Agreement	28,	563	-	28,563		-	-	28,563	0%		-	0%
Other		-	-	-		-	-	-	0%		-	0%
Total Expenditures	\$ 28,	563 \$	- \$	28,563	\$	- \$	-	\$ 28,563	0%		\$ -	0%
REVENUE OVER (UNDER) EXPENDITURES	\$ 30,	562 \$	- \$	30,562	\$	-					\$ -	
Beginning Fund Balance October 1				-		-					-	
Ending Fund Balance Current Month			\$	30,562	\$						\$ -	_ _

Notes

The Town's first hotel is expected to open in May 2025.

WATER-SEWER FUND

	Original	Budget		Amended	C	Current Year	Current Year	(Current Remaining				Prior Year	Change from
	Budget	Adjustment		Budget		YTD Actual	Encumbrances		Budget Balance	YTD Percent	Note	١	YTD Actual	Prior Year
REVENUES														
Water Charges for Services	\$ 24,470,841	\$	- \$	24,470,841	\$	14,123,241	\$ -	- \$, ,	58%		\$	11,900,928	19%
Sewer Charges for Services	14,674,289		-	14,674,289		10,236,241	-	-	4,438,048	70%			8,358,591	22%
Licenses, Fees & Permits	377,705		-	377,705		355,194	-	-	22,511	94%			329,898	8%
Utility Billing Penalties	186,900		-	186,900		191,263	-	-	(4,363)	102%			164,454	16%
Interest Income	510,000		-	510,000		379,481	-	-	130,519	74%			386,393	-2%
Other	3,224,690		-	3,224,690		502,972	-	-	2,721,718	16%			547,573	-8%
Transfer In	-		-	-		-	-		-	0			-	0%
Total Revenues	\$ 43,444,425	\$	- \$	43,444,425	\$	25,788,393	\$ -	- \$	17,656,032	59%		\$	21,687,837	19%
EXPENDITURES														
Administration	\$ 1,063,187	\$	- \$	1,063,187	\$	982,493	\$ 56,687	\$	24,007	98%		\$	840,619	17%
Debt Service	6,753,424		-	6,753,424		2,853,759	-		3,899,665	42%	1		2,164,788	32%
Water Purchases	13,563,295		-	13,563,295		9,989,631	-		3,573,665	74%			8,654,581	15%
Sewer Management Fee	5,270,599		-	5,270,599		4,640,384	-	-	630,215	88%			3,812,063	22%
Franchise Fee	1,136,854		-	1,136,854		852,641	-		284,213	75%			517,388	65%
Public Works	9,601,940		-	9,601,940		6,353,418	794,865	;	2,453,657	74%			5,352,647	19%
Transfer Out	1,218,340		-	1,218,340		990,525	-		227,815	81%			5,362,780	-82%
Total Expenses	\$ 38,607,639	\$	- \$	38,607,639	\$	26,662,850	\$ 851,552	\$	10,178,809	71%		\$	26,704,866	0%
REVENUE OVER (UNDER) EXPENDITURES	\$ 4,836,786	\$	- \$	4,836,786	\$	(874,457)						\$	(5,017,029)	
Beginning Working Capital October 1				12,399,855		12,399,855							18,777,035	
Ending Working Capital			\$	17,236,641	\$	11,525,398	•					\$	13,760,006	

Notes

- 1 Annual debt service payments are made in February and August.
- 2 Minimum Ending Working Capital balance for FY25 = \$9,349,700 (25%).

WATER-SEWER FUND

	Jun-25				Jun	-24		Growth %
	WATER		SEWER		WATER		SEWER	Change
# of Accts Residential	14,064		13,362		13,335		12,632	5.62%
# of Accts Commercial	499		453		452		407	10.83%
Consumption-Residential	190,711,090		93,087,968		137,597,220		87,779,970	25.92%
Consumption-Commercial	27,735,620		19,730,220		21,827,200		15,093,560	28.56%
Consumption-Commercial Irrigation	31,476,310				19,418,240			62.10%
Avg Total Res Water Consumption	13,536				10,310			31.29%
Billed (\$) Residential	\$ 1,364,372	\$	966,464	\$	948,728	\$	786,537	43.81%
Billed (\$) Commercial	\$ 289,064	\$	204,971	\$	218,342	\$	151,534	32.39%
Billed (\$) Commercial Irrigation	\$ 299,736			\$	174,219			72.05%
Total Billed (\$)	\$ 1,953,172	\$	1,171,435	\$	1,341,288	\$	938,072	37.08%

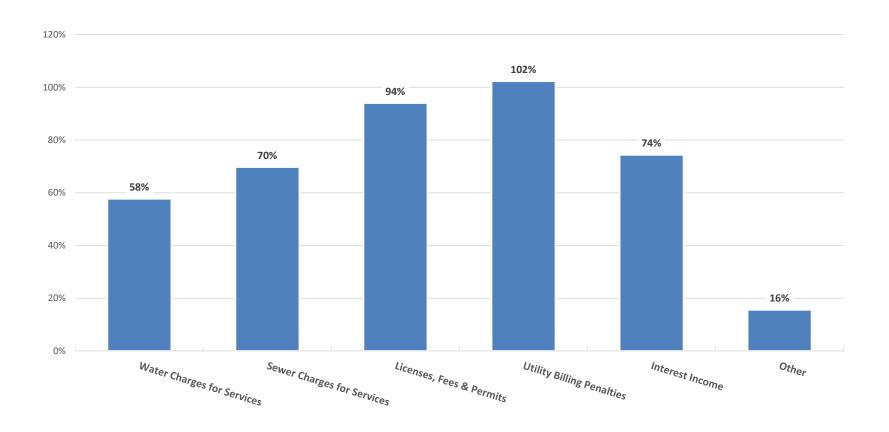
		FY2025			FY2024	•
Month	Avg. Temp (°F)	# Rain Days	Rainfall (in)	Avg. Temp (°F)	# Rain Days	Rainfall (in)
October	75°	1	0.41	68°	8	11.30
November	61°	9	4.09	58°	2	0.57
December	61°	13	5.91	53°	5	4.09
January	43°	6	5.94	43°	10	3.86
February	49°	10	2.12	58°	5	1.56
March	64°	7	1.31	61°	12	6.57
April	69°	10	4.65	69°	9	9.07
May	74°	10	6.07	77°	11	9.71
June	82°	6	3.09	84°	5	4.35
July				85°	8	1.84
August				89°	2	0.96
September				79°	6	3.02
Annual		72	33.59		83	56.90

Average Total Residential Water Consumption by Month											
			Five Year	Cumulative							
Month	FY2025	FY2024	Average	Average							
October	17,490	19,061	17,751	17,751							
November	14,260	10,540	10,991	28,742							
December	9,080	8,003	7,405	36,148							
January	6,340	7,400	6,862	43,009							
February	6,090	6,200	6,344	50,487							
March	6,308	7,600	6,669	56,023							
April	10,638	8,900	9,246	65,269							
May	11,310	9,510	11,778	77,046							
June	13,536	10,310	12,720	89,767							
July		22,740	18,856	108,623							
August		22,120	22,856	131,478							
September		24,400	20,423	151,902							
TOTAL (gal)	95,052	162,724	151,902								

Weather Data: https://www.wunderground.com/history/monthly/KDAL/date/2025-04

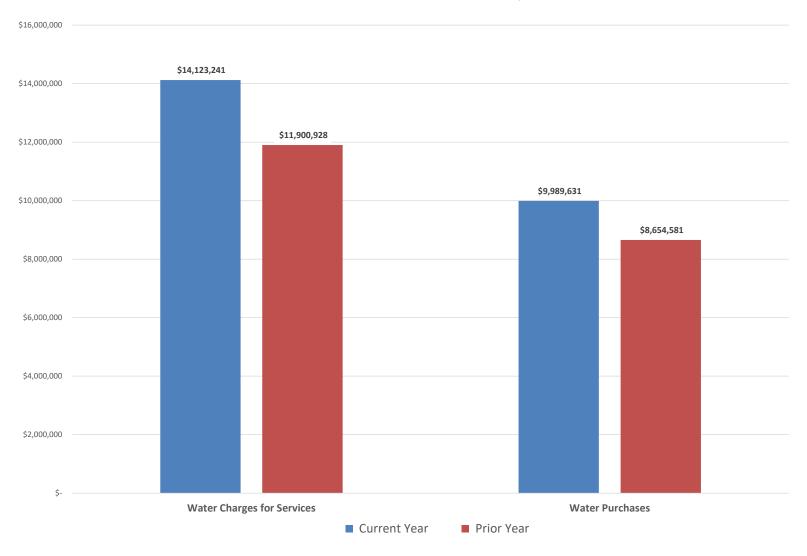
WATER SEWER FUND

REVENUE YTD % OF ANNUAL BUDGET



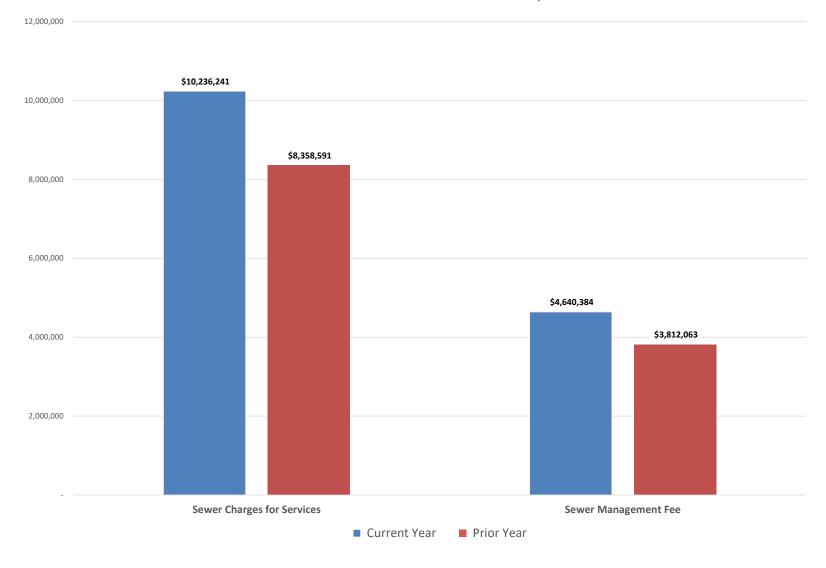
WATER REVENUE AND EXPENSE

Current YTD to Prior Year YTD Actual Comparison



SEWER REVENUE AND EXPENSE

Current YTD to Prior Year YTD Actual Comparison



STORMWATER DRAINAGE UTILITY FUND

		Original	Budget		Amended	(Current Year	Cur	rent Year	Cı	urrent Remaining			Р	rior Year	Change from
		Budget	Adjustment		Budget		YTD Actual	Encı	umbrances		Budget Balance	YTD Percent	Note	Υ٦	ΓD Actual	Prior Year
REVENUES																
Storm Drainage Utility Fee	Ś	950,000	\$ -	\$	950,000	Ś	736,586	Ś	_	Ś	213,414	78%		\$	697,528	6%
Drainage Review Fee	'	3,500			3,500		-		_		3,500	0%		'	3,150	-100%
Interest Income		8,000			8,000		7,167		-		833	90%			9,588	-25%
Other Revenue		· -	-		· -		, -		-		-	0%			-	0%
Transfer In		-	-		-		-		-		-	0%			-	0%
Total Revenue	\$	961,500	\$ -	\$	961,500	\$	743,754	\$	-	\$	217,746	77%		\$	710,266	5%
EXPENDITURES																
Personnel Services	\$	426,032	\$ (3,475) \$	422,557	\$	308,185	\$	-	\$	114,372	73%		\$	236,713	30%
Debt Service		215,263			215,263		133,388		-		81,876	62%	2		150,531	-11%
Operating Expenditures		49,117	3,475		52,592		19,594		580		32,418	38%			26,833	-27%
Capital		177,812			177,812		157,169		142		20,501	88%			-	0%
Transfers Out		107,996	-		107,996		168,497		-		(60,501)	156%	1		310,046	-46%
Total Expenses	\$	976,220	\$ -	\$	976,220	\$	786,833	\$	722	\$	188,665	81%		\$	724,123	9%
REVENUE OVER (UNDER) EXPENDITURES	\$	(14,720)	\$ -	\$	(14,720)	\$	(43,079)							\$	(13,857)	
Beginning Working Capital October 1					251,393		251,393								380,410	
Ending Working Capital Current Month				\$	236,673	\$	208,314							\$	366,553	

Notes

- 1 Capital project funds are transferred as needed; General fund transfers are made monthly.
- 2 Annual debt service payments are made in February and August.

SOLID WASTE FUND

	Original		Budget		Amended	-	Current Year		Current Year	(Current Remaining				Prior Year	Change from
	Budget	ŀ	Adjustment		Budget		YTD Actual	E	ncumbrances		Budget Balance	YTD Percent	Note	Υ	TD Actual	Prior Year
REVENUES																
Sanitation Charges for Services	\$ 3,295,173	\$		- \$	3,295,173	\$	2,725,132	\$	-	\$	570,041	83%		\$	2,157,181	26%
Interest Income	4,500				4,500		6,136		-		(1,636)	136%			5,114	20%
Transfer In	-				-		-		-		-	0%			-	0%
Total Revenues	\$ 3,299,673	\$		- \$	3,299,673	\$	2,731,267	\$	-	\$	568,406	83%		\$	2,162,295	26%
EXPENDITURES																
Administration	\$ 96,753	\$		- \$	96,753	\$	50,202	\$	89	\$	46,462	52%		\$	45,816	10%
Sanitation Collection	2,830,789				2,830,789		2,072,194		-		758,595	73%			1,800,666	15%
Capital Expenditure	-			-	-		-		-		-	0%			1,933,413	-100%
Debt Service	257,501			-	257,501		193,125		-		64,376	75%			73,125	164%
Transfer Out	-			-	-		-		-		-	0%			-	0%
Total Expenses	\$ 3,185,043	\$		- \$	3,185,043	\$	2,315,521	\$	89	\$	869,433	73%		\$	3,853,021	-40%
REVENUE OVER (UNDER) EXPENDITURES	\$ 114,630	\$		- \$	114,630	\$	415,746							\$	(1,690,726)	
Beginning Working Capital October 1					120,426		120,426								5,985	
Ending Working Capital				\$	235,056	\$	536,172	-						\$	(1,684,741)	

Notes

VEHICLE AND EQUIPMENT REPLACEMENT FUND

	Original		Budget		Amended	C	urrent Year	C	Current Year	Cı	ırrent Remaining			P	rior Year	Change from
	Budget	Ad	ljustment		Budget		YTD Actual	Er	ncumbrances	ı	Budget Balance	YTD Percent	Note	Υ	TD Actual	Prior Year
REVENUES																
Grant Revenue	\$ -	\$		\$	-	\$	-	\$	-	\$	-	0%		\$	-	0%
Other Reimbursements	150,000				150,000		22,325		-		127,675	15%			-	0%
Interest Income	250,000				250,000		190,082		-		59,918	76%			210,219	-10%
Charges for Services	1,572,064				1,572,064		1,048,043		-		524,021	67%			1,109,224	-6%
Auction Proceeds	-				-		107,500		-		(107,500)	0%			=	0%
Total Revenue	\$ 1,972,064	\$. \$	1,972,064	\$	1,367,950	\$	-	\$	604,114	69%		\$	1,319,443	4%
EXPENDITURES																
Vehicle Replacement	\$ 1,866,493	\$		\$	1,866,493	\$	1,551,099	\$	497,608	\$	(182,214)	110%		\$	236,659	555%
Equipment Replacement	526,908				526,908		445,942		282,748		(201,782)	138%			212,392	110%
Technology Replacement	145,200				145,200		-		-		145,200	0%			53,925	-100%
Total Expenditures	\$ 2,538,601	\$		\$	2,538,601	\$	1,997,041	\$	780,356	\$	(238,796)	109%		\$	502,976	297%
REVENUE OVER (UNDER) EXPENDITURES	\$ (566,537)	\$		\$	(566,537)	\$	(629,092)							\$	816,468	
Beginning Fund Balance October 1					16,755,136		16,755,136								8,477,146	
Ending Fund Balance Current Month				\$	16,188,599	\$	16,126,044						•	\$	9,293,614	

Notes

HEALTH INSURANCE FUND

	Original		Budget	Amended	C	urrent Year	Current Year	(Current Remaining			F	rior Year	Change from
	Budget	Ad	ljustment	Budget		YTD Actual	Encumbrance	S	Budget Balance	YTD Percent	Note	Y	TD Actual	Prior Year
REVENUES														
Health Charges	\$ 5,142,517	\$	- \$	5,142,517	\$	3,780,412	\$	- \$	1,362,105	74%		\$	3,388,137	12%
Cobra and Stop Loss Reimbursements	300,000		-	300,000		653,778		-	(353,778)	218%			110,033	494%
Interest Income	20,000		-	20,000		2,876		-	17,124	14%			26,106	-89%
Total Revenue	\$ 5,462,517	\$	- \$	5,462,517	\$	4,437,065	\$	- \$	1,025,452	81%		\$	3,524,277	26%
EXPENDITURES	175 000			475.000		70.074		4	405 600	400/		_	105.004	2.497
Contractual Services	\$ 176,000	\$	- \$	176,000	\$	70,371	\$	- \$	105,629	40%		Ş	105,894	-34%
Employee Health Insurance	 5,196,948			5,196,948		5,899,751		-	(702,803)	114%	1		3,513,030	68%
Total Expenditures	\$ 5,372,948	\$	- \$	5,372,948	\$	5,970,122	\$	- \$	(597,174)	111%	ļ	\$	3,618,924	65%
REVENUE OVER (UNDER) EXPENDITURES	\$ 89,569	\$	- \$	89,569	\$	(1,533,056)						\$	(94,648)	
Beginning Fund Balance October 1				148,135		148,135							609,058	
Ending Fund Balance Current Month			\$	237,704	\$	(1,384,921)						\$	514,410	

Notes

1 The Town has experienced several large claims

CAPITAL PROJECTS FUND

		Current Year	Current Year	Current Year					Project
	Project	Original	Budget	Amended	Current Year	Current Year	Current Remaining	Prior Years	Budget
	Budget	Budget	Adjustment	Budget	Actual	Encumbrances	Budget Balance	Expenditure	Balance
REVENUES									
Grants	9	2,378,000	\$ - \$	2,378,000	\$ -				
Property Taxes-Delinquent	,	-	-	-	-				
Property Taxes-Current		9,600,000		9,600,000	9,600,000				
Taxes-Penalties		-		-	-				
Contributions/Interlocal Revenue		-	-	-	75,300				
Bond Proceeds		19,450,000	-	19,450,000	-				
Interest Income		3,000,000	-	3,000,000	2,730,227				
Other Revenue		-	-	-	-				
Transfers In		-	-	-	10,789,032				
Transfers In - Impact Fee Funds		-	-	-	-				
Transfers In - Escrows		-	-	-	-				
Transfers In - Park Dedication/Improvement	_	-	-	-	-				
Total Revenues	_3	34,428,000	\$ - \$	34,428,000	\$ 23,194,558				
EXPENDITURES									
Street & Traffic Projects									
Street Projects									
First St (DNT to Coleman)	\$ 24,786,567	-	\$ (28,500) \$	24,758,067	\$ 260,163	\$ 156,754 \$	24,341,150	\$ 3,148,264 \$	21,221,386
Coit Rd (First-Frontier) 4 Lns	27,789,900	20,000,000	-	27,789,900	58,756	254,446	27,476,699	1,790,055	25,686,643
DNT Main Lane (US 380 - FM 428)	7,671,186	5,114,124		7,671,186	2,557,062		5,114,124		5,114,124
Prosper Trail (Coit-Custer) 2	-		-	-	10,625	-		-	
Gee Road (First Street - Windsong)	5,414,933	-	(4,927,692)	487,242	· ·	-	487,242	4,927,692	487,242
First Street (Elem-DNT) 4 Lanes	31,604,929	709,000	-	31,604,929	9,190,076	2,343,391	20,071,462	20,697,265	(625,803)
First St (Coit-Custer) 4 Lanes	27,269,101	-	(500,000)	26,769,101	856,437	17,000	25,895,665	25,515,599	880,066
Preston Road / First Street Dual Left Turns	900,000	-	-	900,000	-	22,077	877,923	71,523	806,400
Craig Street (Preston-Fifth)	750,000	300,000	-	750,000	235,112	24,443	490,445	381,053	109,393
Coleman (Gorgeous - Prosper Trail)	1,500,000	-	-	1,500,000	2,020,739	281,444	(802,183)	741,017	(1,543,200)
Coleman (Prosper Trail - PHS)	2,220,000	1,500,000	-	2,220,000	160	-	2,219,840	100	2,219,740
Legacy (Prairie - First Street)	11,425,000	800,000	-	11,425,000	1,842,597	129,665	9,452,738	8,275,307	1,177,431
Teel Parkway (US 380 - First Street Rd) NB 2 Lanes	5,850,000	-	-	5,850,000	1,128,336	16,169	4,705,494	4,896,723	(191,229)
Parvin (FM 1385 - Legacy)	500,000	-	-	500,000	-	-	500,000	500,000	-
Street Impact Fee Analysis	-	-	-	-	7,881	51,101	(58,982)	-	(58,982)
US 380 Deceleration Lanes - Denton County	500,000	-	-	500,000	-	-	500,000	43,600	456,400
Safety Way	800,000	-	-	800,000	454,085	-	345,915	-	345,915
Gorgeous/McKinley	700,000	-	-	700,000	-	-	700,000	-	700,000
First Street (Coleman)	2,500,000	2,000,000	-	2,500,000		95,409	2,404,591	468,049	1,936,542
Gee Road (US 380FM 1385)	3,900,000	1,700,000	-	3,900,000	413,565	324,956	3,161,479	975,019	2,186,460
Frontier (Legacy-DNT)	300,000	-	-	300,000	-	200.000	300,000	300,000	4 450 000
Star Trail, Phase 5: Street Repairs	1,450,000	-	-	1,450,000	-	300,000	1,150,000	-	1,150,000
Prosper Trail (Coit - Custer) - 2 WB lanes	1,400,000	500,000	-	1,400,000	282,012	451,765	666,223	29,223 12,400	637,000
Windsong Parkway/US 380 Dual Left T	152,800 10,000	-	•	152,800 10,000	6,147 167	64,947	81,706 9,833	12,400	69,306 9,833
Legacy Drive (Prosper Tr. to P) Coleman St (First-Georgeous)	660,000	-	•	660,000	212,319	227 752	109,930	110,530	(600)
Teel Parkway (First-Freeman)	800,000	-	-	800,000	332,648	337,752 474,093	(6,740)	110,550	(6,740)
Legacy (First St Prosper Tr	200,000	200,000	-	200,000	332,046	474,033	200,000		200,000
Legacy (First St Prosper Tr	550,000	550,000	-	550,000	-	-	550,000	-	550,000
Prosper Trail (Legacy - DNT)	1,200,000	1,200,000	_	1,200,000	70,092	910,908	219,000		219,000
Roundabout Peer Review and Tho	28,500		-	28,500	24,038	4,463	213,000	_	213,000
Prairie Dr Accelerated Opening	27,167	_	_	27,167	27,166	.,+03	1	_	1
West Gorgeous (McKinley-Coleman)	230,000		-	230,000	27,554	195,442	7,004		7,004
Unprogrammed Future Projects	800,000	800,000	_	800,000		,2	800,000	-	800,000
- p - O	,-00	,		,-50			,-30		

CAPITAL PROJECTS FUND

			Current Year	Current Year	Current Year						Project
		Project	Original	Budget	Amended		Current Year	Current Year	Current Remaining	Prior Years	Budget
		Budget	Budget	Adjustment	Budget		Actual	Encumbrances	Budget Balance	Expenditure	Balance
Traffic Projects											
Fifth Street Quiet Zone		500,000	-	-	500,000		-		500,000	-	500,000
Traffic Signal - Fishtrap & Artesia Boulevard		525,000	460,000	-	525,000		16,523	279,560	228,917	32,350	196,567
Median Lighting US 380 (Mahard-Lovers)		300,000	-	-	300,000		-	-	300,000	-	300,000
Traffic Signal - DNT/Frontier		281,500	-	-	281,500		170,487	83,585	27,428	16,125	11,303
Traffic Signal - Teel Pkway & Prairie Drive		525,000	460,000	-	525,000		11,022	5,928	508,050	23,800	484,250
Traffic Signal Acacia Parkway/Gee R		503,480	-	146,874	650,354		576,916	39,608	33,830	38,339	(4,509)
Traffic Signal First Street/Legacy		578,333	-	-	578,333		26,400	256,720	295,213	16,133	279,080
Opticom Repair/ Installation		-	-	-	-		-	82,557	(82,557)	-	(82,557)
Gee/Lockwood Pedestrian Hybrid		259,200	-	-	259,200		13,000	89,188	157,012	16,250	140,762
First/Copper Canyon Pedestrian		259,200	-	-	259,200		13,000	84,317	161,883	16,250	145,633
First/Chaucer Pedestrian Hybri		259,200	-	-	259,200		13,000	82,108	164,092	16,250	147,842
Tr. Signal (Denton-Fishtrap)		349,500	-	40,928	390,428		306,456	28,808	55,164	38,000	(23,764)
Traffic Improvement Projects		1,500,000	1,500,000	(187,802)	1,312,198		-	-	1,312,198	-	1,500,000
Traffic Signal Comunications Program Ph 2		495,000	495,000	-	495,000		-	-	495,000	-	495,000
Traffic Signal - Legacy & Prai		525,000	525,000	-	525,000		-	-	525,000	-	525,000
School Zone Flashers							97,504	43,040			
Traffic Equipment							15,928	-			
Capital Expenditures		-	-	-	-		-	-	-	-	-
Total Street & Traffic Projects	\$	170,750,497 \$	38,813,124 \$	(5,456,192) \$	165,294,306	\$	21,277,971 \$	7,531,643 \$	136,651,788 \$	73,096,915 \$	69,157,939
Park Projects											
Neighborhood Park											
Windsong Park #3	Ś	750,000 \$	- \$	- \$	750,000	\$	- \$	- \$	750,000 \$	- \$	750,000
Lakewood Preserve, Phase 2	•	5,587,255	485,000		5,587,255		704,023	170,819	4,712,413	4,577,929	134,484
Downtown Park (Broadway/ Parvin)		1,158,240	750,000		1,158,240		16,995	45,290	1,095,955	43,415	1,052,540
Pecan Grove Park, Trail - Grant Matching		248,798	248,798	_	248,798		169,738	-	79,061	-	79,061
Playground Shade Structures (Various)		160,000	160,000	-	160,000		155,732	3,191	1,077	_	1,077
Whitley Place Meadow Park - Grant Matching		218,130	218,130		218,130			-	218,130		218,130
Trails											
Doe Branch Trail Connections		2,184,000	500,000	-	2,184,000		33,899	127,778	2,022,323	75,582	1,946,741
Various Hike and Bike Trails		580,680	-	_	580,680		-	,	580,680	-	580,680
Downtown Improvements		300,000			300,000				300,000		300,000
Downtown Improvements		1,553,389	1,000,000	(319,806)	1,233,583		174,723	29,559	1,029,301	8,508	1,020,793
Downtown Monumentation		66,500	-	(513)555)	66,500		69,566	29,024	(32,090)	66,110	(98,200)
Prosper Parking Lot and Alley Improvements		122,500	_	_	122,500		22,590	27,710	72,200		72,200
Broadway/ Town Hall Connection		221,106	-	221,106	221,106		214,105	7,000	72,200	_	221,106
Downtown Lighted Bollards		98,700	_	98,700	98,700		98,700	-		_	98,700
Community Park		30,700		30,700	30,700		30,700				30,700
Raymond Community Park		21,900,000	2,100,000	_	21,900,000		6,051,469	6,271,642	9,576,889	8,245,363	1,331,526
Raymond Community Park - Trail/ Bridge Grant		848,122	848,122	_	848,122		-	916,535	(68,413)	-	(68,413)
Froniter Park Pond Repairs		473,000	0.10,122	_	473,000		420,123	33,768	19,109	_	19,109
Frontier Park Concrete Repairs		120,000	120,000	_	120,000		-	-	120,000	_	120,000
Parks & Rec Admin Facility Parking Lot Paving		80,000	80,000	-	80,000		_	61,534	18,466	_	18,466
Doe Branch Property Masterplan		140,000	140,000	_	140,000		31,300	103,300	5,400	_	5,400
Doe Branch Property - Six Creek Crossings		650,000	650,000	_	650,000		-	-	650,000	_	650,000
Median/ Landscape Screening		050,000	030,000		030,000				050,000		030,000
US 380 Green Ribbon Project		2,295,000	_	-	2,295,000		479,149	1,340,283	475,567	-	475,567
Prosper Trail Screening (Preston - Deer Run)		750,000	_	_	750,000		77,000	425,236	247,764	46,326	201,439
Parks, Recreation, & Open Space Master Plan		140,000	_	-	140,000		40,384		99,616	92,323	7,293
Unprogrammed Future Projects		800,000	800,000	_	800,000		.0,004	_	800,000	-	800,000
Total Park Projects	\$	41,145,420 \$	8,100,050 \$	- \$		\$	8,759,495 \$	9,592,670 \$	22,473,448 \$	13,155,556 \$	9,637,699
	<u> </u>	,5, .25 9	-,-00,000 y	7	, 0 , 0	7	-,. 55,.55 9	-,552,670 9	, . , , , , , , , , ,	,,	-,-5,,655

CAPITAL PROJECTS FUND

	Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance
Facility Projects									
<u>Public Safety</u>									
Fire Station #4 - Design	\$ 965,855 \$	- 5	-	\$ 965,855	\$ 127,543				(0)
Fire Station #4 - Other Costs	708,250	700,000	-	708,250	57,419	56,558	594,273	8,250	586,023
Fire Station #4 - Construction	11,225,000	1,025,000	-	11,225,000	3,890,734	7,571,666	(237,401)	-	(237,401)
Fire Station #4 - FF&E	775,000	775,000	-	775,000	-	-	775,000	-	775,000
Public Safety Fiber Ring	1,000,000	1,000,000	-	1,000,000	-	-	1,000,000	-	1,000,000
Fire Station #3 - Upgrades and Repairs	190,000	190,000	-	190,000	170,150	30,000	(10,150)	-	(10,150)
PD Needs Assessment	78,500	-	-	78,500	60,596	17,904	-	-	-
PD Station Improvements	366,235	-	-	366,235	14,370	-	351,865	351,865	(0)
Unprogrammed Future Projects	592,935	592,935	-	592,935	-	-	592,935	-	592,935
Public Safety Equipment									
Fire Station #4 - Engine	1,250,000	-	-	1,250,000	-	-	1,250,000	1,246,481	3,519
Fire Station #4 - Ambulance	552,000	-	-	552,000	416,316	-	135,684	135,283	401
Central Fire - Ambulance	495,000	-	-	495,000	32,497	-	462,503	461,427	1,076
PD Car Camera and Body worn Camera System	387,225	-	-	387,225	-		387,225	16,900	370,325
Parks, Public Works, Town Hall									
Parks and Public Works	5,802,938	2,352,938	-	5,802,938	447,447	2,501,471	2,854,019	120,521	2,733,498
Library Master Plan	130,000	-	-	130,000	62,538	13,989	53,474	53,474	-
Finish Out Interior Spaces Town Hall	650,000	-	-	650,000	53,331	-	596,669	366,394	230,275
Town Hall Repairs - Parking Lot, Steps, Fountain	273,000	273,000	-	273,000	45,874	7,660	219,466	-	219,466
Public Works Modular Buildings	712,224			712,224	641,002	71,222	-	-	-
Total Facility Projects	\$ 26,154,162 \$	6,908,873	-	\$ 26,154,162	\$ 6,019,817	10,415,317	\$ 9,719,028	\$ 3,454,063 \$	6,264,965
Transfer Out	-	_		_	0	_	-	-	_
Total Expenditures	\$ 238,050,079 \$	53,822,047	(5,456,192)	\$ 232,274,082	\$ 36,057,284	27,539,630	\$ 168,844,264	\$ 89,706,534 \$	85,060,603
REVENUE OVER (UNDER) EXPENDITURES				\$ (197,846,082)	\$ (12,862,726)				
Beginning Fund Balance (Restricted for Capital Projects) October 1				79,149,405	79,149,405				
Ending Fund Balance (Restricted for Capital Projects) Current Month				\$ (118,696,677)	\$ 66,286,679				

CAPITAL PROJECTS FUND-WATER/SEWER

	Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Am	rent Year nended Budget	C	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Year Expenditure	Project Budget Balance
REVENUES		ć 800.000	\$ -	ć	900 000	<u>,</u>	1 104 030				
Interest Income Bond Proceeds		\$ 800,000	\$ -	Ÿ	800,000	\$	1,194,030				
Grant Revenue		33,896,633 214,081	-		33,896,633 214,081		-				
Capital Contributions		214,061	-		214,061		-				
•							225 204				
Transfers In Transfers In - ARPA Funds		-	-		-		225,294				
Transfers In - Impact Fee Funds		5,531,622	-		5,531,622		5,546,241				
·			-								
Transfers In - Drainage Fund		50,000	-		50,000		50,000				
Transfers In - Bond Funds	-	- 10 112 226	-				7.045.555				
Total Revenues	-	\$ 40,442,336	\$ -	\$ 4	40,442,336	\$	7,015,565				
EXPENDITURES											
Water Projects											
Lower Pressure Plane Pump Station Design	\$ 18,931,100	\$ -	\$ -	\$	-	\$	1,501,139	\$ 365,133	\$ (1,866,273) \$	16,599,784 \$	465,044
LPP Water Line Phase, 2A	9,000,000	-	-		-		5,478,735	552,745	(6,031,479)	2,164,870	803,650
Water Line Relocation Frontier	6,900,000	3,500,000	-		3,500,000		428,838	4,677,286	(1,606,124)	490,232	1,303,645
Parks & Public Works, Phase 1	5,600,000	5,000,000	-		5,000,000		223,368	725,673	4,050,959	59,889	4,591,070
Ground Storage 6 MG Tank	8,100,000	2,560,993	-		2,560,993		275,014	302,154	1,983,826	22,333	7,500,500
DNT (Prosper Trail - Frontier Parkw	-	-	-		_		-	31,688	(31,688)	-	(31,688)
Water Impact Fee Analysis	-	-	-		-		7,170	139	(7,309)	-	(7,309)
DNT Water Line Relocation	-	-	-		-		5,527	31,493	(37,019)	-	(37,019)
Craig Street 2 MG EST Rehabilitation	460,000	460,000	-		460,000		-	-	460,000	-	460,000
Unprogrammed Future Water/Wastewater	286,463	286,463	-		286,463		-	-	286,463	-	286,463
Wastewater Projects											
Doe Branch Parallel Interceptor	16,253,327	8,853,327	-		8,853,327		3,750,000	-	5,103,327	-	12,503,327
Upper Doe Branch WW Line (Teel-PISD Stadium)	8,025,000	3,000,000	-		3,000,000		2,270,686	4,430,904	(3,701,591)	675,836	647,573
Doe Branch, Phase 3 WWTP	104,946,277	49,946,277	-		49,946,277		27,500,000	38,180	22,408,097	6,102,367	71,305,730
Wilson Creek WW Line	400,000	-	-		_		290,328	10,035	(300,362)	8,841	90,796
Denton ISD WW Line Reimbursement	531,622	531,622	-		531,622		-	-	531,622	· -	531,622
Sewer Impact Fee Analysis	· -	, , , , , , , , , , , , , , , , , , ,	-		-		7,170	139	(7,309)	_	(7,309)
Total Water & Wastewater Projects	\$ 179,433,789	\$ 74,138,682	\$ -	\$ 7	74,138,682	\$		\$ 11,165,569		26,124,152 \$	100,406,094
Drainage Projects											
Doe Branch Creek Erosion Control	\$ 225,000	\$ -	\$ -	\$	_	\$	183,560	\$ 14,472	\$ (198,032) \$	- \$	26,968
Old Town Regional Pond #2	98,386	50,000	· -	Ţ	50,000	Ţ	103,300	231	49,769	48,092	50,063
Total Drainage Projects	\$ 323,386		ċ	\$	50,000	\$	183,560	\$ 14,703		48,092 \$	77,031
Total Draillage Projects	3 323,380	3 30,000	-	· ·	30,000	٠	183,300	3 14,703	3 (148,203) 3	48,092 3	77,031
Transfer out		-	-		-		-	-	-	-	
Total Expenses	\$ 179,757,175	\$ 74,188,682	\$ -	\$ 7	74,188,682	\$	41,921,534	\$ 11,180,272	\$ 21,086,876 \$	26,172,244 \$	100,483,125
REVENUE OVER (UNDER) EXPENDITURES				\$ (3	33,746,346)	\$	(34,905,970)				
Beginning Fund Balance (Restricted for Capital Projects) Octo	ber 1			g	95,644,027		95,644,027				
Ending Fund Balance (Restricted for Capital Projects) Current	Month			\$ 6	61,897,681	\$	60,738,057				

TOWN OF PROSPER REPORT TO TOWN COUNCIL FY 2025 RESULTS OF THIRD QUARTER ENDING JUNE 30, 2025

In compliance with the Town Charter, Town Management presents to the Council the following summary of the third quarter financial results. These results are presented on a cash/budgetary basis in which certain accruals including property taxes, sales tax, payroll, accounts payable etc. are recorded on a cash basis month by month to facilitate more timely financial reporting and then at year end are recorded for the purposes of reporting in the audited financial statements to reduce the difference between budget basis and GAAP (Generally Accepted Accounting Principles) basis.

In summary, both revenues and expenditures are within the expected ranges and no unexpected events have occurred that require significant changes in original projections, with the exception of the health fund (discussed below). With 75% of the year now complete, results for the major operations of the funds with related commentary are:

GENERAL FUND

- Revenues total \$41,936,117 or 82% of annual budget
- Property Tax Collections are 97% of annual budget
- Sales Tax Revenues are 66% of annual budget
- > Franchise Fees are 73% of annual budget
- > Building Permit Revenues are 72% of annual budget, a decrease of 19% from the prior year.
- Expenditures total \$38,538,337, or 78% of annual budget

Revenues:

It is common for a disproportionate percentage of General Fund revenues to be received early in the year as our largest revenue-property taxes are due January 31st with many paying by the end of December to receive the income tax deduction in the current calendar year. Sales tax revenue is 3% higher than the previous year's revenue, but is projected to be about 3% under budget expectations. Many franchise fees are paid on a quarterly basis, which creates a lag early in the year, but a 13% increase in receipts from the prior year is indicative of the growing sales tax base. Building Permits are slightly below the 75% reference point due to the seasonality of building activity. Finally, the decrease of 19% from the previous year is due to several large building permits being issued early in the prior fiscal year.

Expenditures

The General Fund budget includes a large amount of non-recurring items such as patrol vehicles computers, radios, and other equipment for new police officer positions. The annual property and liability insurance premium is paid in the first quarter and covers the entire year. Encumbrances for items that are paid throughout the year contributes to expenditures in multiple departments being higher than the 75% reference point. Encumbrances add an additional 5% to the year-to-date expenditures.

IMPACT FEE REVENUES

- Street Impact Fees for East Thoroughfare Impact Fees total \$924,618 which is 92% of annual budget
- Street Impact Fees for West Thoroughfare Impact Fees total \$3,257,358 which is 72% of annual budget
- ➤ Water Impact Fees total \$2,094,794 which is 60% of annual budget
- Wastewater Impact Fees total \$1,070,832 which is 54% of annual budget

Due to their nature, impact fees can vary significantly throughout the year. West impact fees are primarily single family residential and are generated when a home builder takes out a permit for a single home. As such they will occur more evenly throughout the year. Large multi-family will be collected all at once.

WATER & SEWER FUND

- Revenues total \$25,788,393 or 59% of annual budget which is up 19% from prior year
- Expenditures total \$26,662,850 which is 71% of annual budget and flat from prior year

Revenues

This year, increased consumption in the third quarter was driven by lower rainfall and the addition of new customer accounts, contributing to higher revenues. Approximately 60% of annual consumption typically occurs during the first three quarters of the year, with the remaining 40% in the final quarter. Along with the scheduled water rate increases, these factors have resulted in 59% of total revenues recognized year-to-date, keeping us on track to meet budget expectations.

Expenditures

Because of the "take or pay" fee structures with regional suppliers, water and sewer expenditures typically show less seasonal fluctuation than revenues. Sewer management fees are above the 75% target due to the timing of payments. Both expenditures reflect year-over-year increases driven by rising rates from regional suppliers. Administration expenditures are well above the 75% mark, primarily due to an increase in one-time annual payments made early in the fiscal year.

HEALTH FUND

Expenditures total \$5,970,122 which is 111% of annual budget and up 65% from prior year

While revenues are in line with budget projections, expenditures are well above the 75% mark. This is due to many high-dollar claims that have come in under the individual stop-loss limit. This is being addressed as part of mid-year budget adjustments.

Mario Canizares Town Manager



FINANCE

To: Mayor and Town Council

From: Chris Landrum, Finance Director

Through: Mario Canizares, Town Manager

Bob Scott, Deputy Town Manager

Re: Quarterly Investment Report for the First Two Quarters

Town Council Meeting – July 22, 2025

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Receive the Quarterly Investment Reports for the First Two Quarters. (CL)

Description of Agenda Item:

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

Budget Impact:

There is no budget 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. Quarterly Investment Report Q1
- 2. Quarterly Investment Report Q2

Town Staff Recommendation:

Town Staff recommends the Town Council receive the Quarterly Investment Reports for the First Two Quarters, as submitted.

Proposed Motion:

I move to receive the Quarterly Investment Reports for the First Two Quarters, as submitted.



INVESTMENT PORTFOLIO SUMMARY

For the Quarter Ended

December 31, 2024

Prepared by Prosper Finance Department

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

Robert B. Scott

Bob Scott, Deputy Town Manager

Chris Landrum

Chris Landrum, Finance Director

Ryan Patterson

Ryan Patterson, Assistant Finance Director

Summary

Quarter End Results by Investment Category:

September 30, 2024	December 31, 2024

Asset Type		Ave. Yield	I	Book Value	Ma	arket Value		Ave. Yield	I	Book Value	N	larket Value
MMA/NOW		4.49%	\$	31,509,385	\$	31,509,385	•	4.17%	\$	20,703,668	\$	20,703,668
MMF/Pools		5.07%		174,433,724		174,433,724		4.64%		139,371,183		139,371,183
Securities		4.65%		13,000,000		12,993,870		4.67%		39,990,188		39,918,240
Certificates of Deposit		-		-		-		-		-		-
	Total	4.96%	\$	218,943,110	\$	218,936,980	_	4.60%	\$	200,065,039	\$	199,993,091

Average Yield - Current Qua	arter <i>(1)</i>	Fiscal Year-to-Date Average Y	ield (2)
Total Portfolio	4.60%	Total Portfolio	4.60%
Rolling Three Month Treasury	4.58%	Rolling Three Month Treasury	4.58%
Rolling Six Month Treasury	4.40%	Rolling Six Month Treasury	4.40%
TexPool	4.73%	TexPool	4.73%

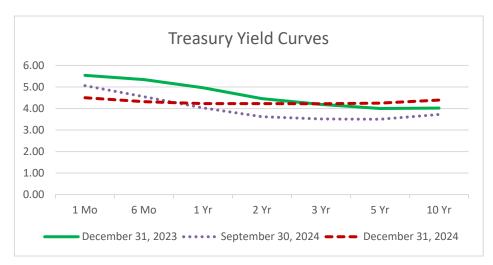
Interest Earni	ngs	(Approximate)
Quarter	\$	2,243,759
Fiscal Year-to-date	\$	2,243,759

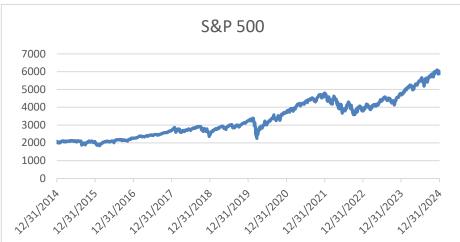
⁽¹⁾ Quarter End Average Yield - based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month is used for bank, pool, and money market balances.

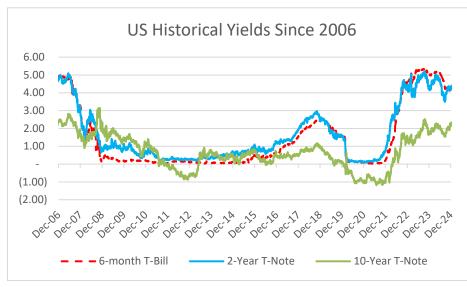
⁽²⁾ Fiscal Year-to-Date Average Yield - calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

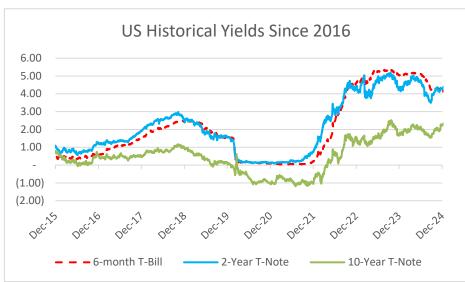
Economic Overview 12/31/2024

The Federal Open Market Committee (FOMC) lowered the Fed Funds target range twice more since September - by 25 basis points in November and another 25 basis points in December, bringing it to 4.25-4.50%. Effective Fed Funds are now trading near the midpoint, around 4.35%-4.40%. Despite progress in reducing inflation, it remains above the 2% target, with Core PCE at approximately 2.7% year-over-year in November 2024 and Core CPI at roughly 3.0%, though Fed materials highlight ongoing disinflation. The FOMC emphasized a cautious stance, expecting just two additional 25 basis points cut in 2025. December added 256k non-farm payrolls, bringing the 2024 average monthly gain to 186k jobs. The three-month payroll average ending December was approximately 206k, slightly softer than mid-year. Q4 real GDP grew at a 2.3-2.4% annualized rate. Full-year 2024 GDP growth was new 2.8%, slightly down from the ~3.0% in 2023. Oil prices cooled late in the quarter amid expectations of supply surplus, with Brent near \$72/bbl. Global OPEC+ production increases are putting pressure on the U.S. crude prices. The yield curve began to uncross in late 2024, ending the long-standing inversion between the 2-year and 10-year treasuries. Global growth is slowing, inflation tapering, and geopolitical tensions remain, all contributing to lingering market volatility.







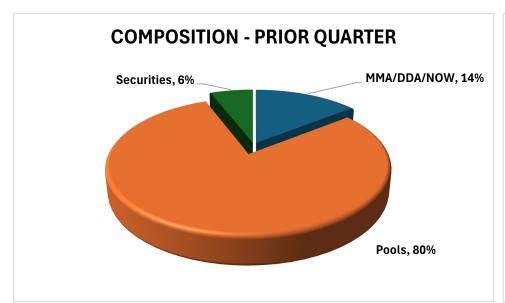


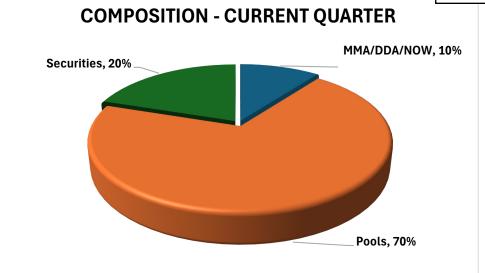
Investment Holdings December 31, 2024

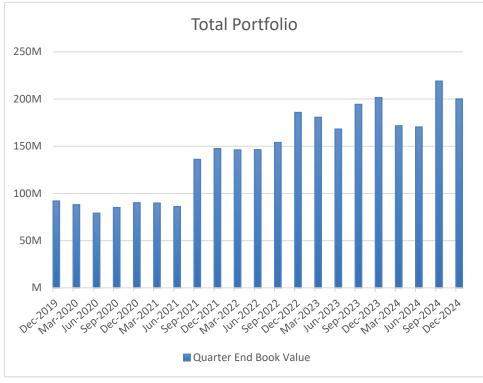
		Coupon/	Maturity	Settlement		Book	Market	Market	Life	
Description	Ratings	Discount	Date	Date	Par Value	Value	Price	Value	(Days)	Yield
Independent DDA	-	1.90%	01/01/25	12/31/24	4,235,830	4,235,830	100.00	4,235,830	1	1.90%
Independent DDA #2		4.73%	01/01/25	12/31/24	4,758,754	4,758,754	100.00	4,758,754	1	4.73%
Independent DDA #3		4.70%	01/01/25	12/31/24	6,030,013	6,030,013	100.00	6,030,013	1	4.70%
NexBank MMA		4.82%	01/01/25	12/31/24	5,679,072	5,679,072	100.00	5,679,072	1	4.82%
TexSTAR		4.56%	01/01/25	12/31/24	53,019,355	53,019,355	100.00	53,019,355	1	4.56%
TexPool		4.69%	01/01/25	12/31/24	86,351,828	86,351,828	100.00	86,351,828	1	4.69%
FFCB	S&P-AA+	4.67%	12/15/27	12/18/24	5,000,000	4,992,293	99.75	4,987,350	1,079	4.73%
FHLB	Moodys-Aaa	4.38%	10/15/27	10/22/24	2,000,000	2,000,000	99.16	1,983,120	1,018	4.38%
FHLB	ŇR	4.55%	10/23/25	10/23/24	10,000,000	10,000,000	99.94	9,994,300	296	4.55%
FHLB	NR	5.00%	10/22/27	10/24/24	10,000,000	10,000,000	99.88	9,988,000	1,025	5.00%
FHLMC	NR	4.50%	12/17/27	12/19/24	5,000,000	5,000,000	99.87	4,993,650	1,081	4.50%
FHLMC	NR	4.60%	10/23/26	10/24/24	5,000,000	5,000,000	99.79	4,989,550	661	4.60%
FNMA	S&P-AA+	4.50%	10/15/27	10/22/24	3,000,000	2,997,895	99.41	2,982,270	1,018	4.53%
Total Portfolio					\$ 200,074,851	\$ 200,065,040	<u>.</u>	\$ 199,993,091	163	4.60%
									(1)	(2)

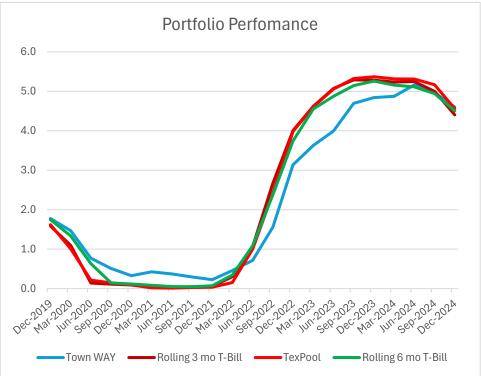
⁽¹⁾ Weighted average life - For purposes of calculating weighted average life, overnight bank and pool balances are assumed to have a one-day maturity.

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









Book and Market Value Comparison

Issuer/Description	Yield	Maturity Date	Book Value 09/30/24	Increases	Decreases	Book Value 12/31/24	Market Value 09/30/24	Change in Market Value	Market Value 12/31/24
Independent DDA	1.90%	01/01/25	10,149,306		\$ 5,913,476)	\$ 4,235,830	\$ 10,149,306	\$ (5,913,476)	\$ 4,235,830
Independent DDA #2	4.73%	01/01/25	6,413,373		(1,654,619)	4,758,754	6,413,373	(1,654,619)	4,758,754
Independent DDA #3	4.70%	01/01/25	9,336,632		(3,306,619)	6,030,013	9,336,632	(3,306,619)	6,030,013
NexBank MMA	4.82%	01/01/25	5,610,074	68,997		5,679,071	5,610,074	68,997	5,679,071
TexSTAR	4.56%	01/01/25	90,567,830		(37,548,475)	53,019,355	90,567,830	(37,548,475)	53,019,355
TexPool	4.69%	01/01/25	83,865,895	2,485,934		86,351,829	83,865,895	2,485,934	86,351,829
FFCB	4.73%	12/15/27	-	4,992,293		4,992,293	-	4,987,350	4,987,350
FHLB	4.38%	10/15/27	-	2,000,000		2,000,000	-	1,983,120	1,983,120
FHLB	4.48%	10/03/24	10,000,000		(10,000,000)	-	9,998,400	(9,998,400)	-
FHLB	4.55%	10/23/25	-	10,000,000		10,000,000	-	9,994,300	9,994,300
FHLB	5.00%	10/22/27	-	10,000,000		10,000,000	-	9,988,000	9,988,000
FHLB	5.25%	02/10/26	3,000,000		(3,000,000)	-	2,995,470	(2,995,470)	-
FHLMC	4.50%	12/17/27	-	5,000,000		5,000,000	-	4,993,650	4,993,650
FHLMC	4.60%	10/23/26	-	5,000,000		5,000,000	-	4,989,550	4,989,550
FNMA	4.53%	10/15/27	-	2,997,895		2,997,895	-	2,982,270	2,982,270
TOTAL / AVERAGE	4.60%	<u>-</u> :	\$ 218,943,110	\$ 42,545,119	\$ (61,423,189)	\$ 200,065,040	\$ 218,936,980	\$ (18,943,888)	\$ 199,993,092

Allocation December 31, 2024

Book Value	Yield	Maturity Date	Total	P	ooled Funds	Deb	t Service Fund
Independent Financial DDA	1.90%		\$ 4,235,830	\$	4,235,830	\$	
Independent Financial DDA #2	4.73%		4,758,754		4,758,754		_
Independent Financial DDA #3	4.70%		6,030,013		6,030,013		_
NexBank MMA	4.82%		5,679,071		5,679,071		_
TexSTAR	4.56%		53,019,355		53,019,355		_
TexPool	4.69%		86,351,829		75,369,272		10,982,557
FFCB	4.73%	12/15/27	4,992,293		4,992,293		_
FHLB	4.38%	10/15/27	2,000,000		2,000,000		_
FHLB	4.55%	10/23/25	10,000,000		10,000,000		_
FHLB	5.00%	10/22/27	10,000,000		10,000,000		_
FHLMC	4.50%	12/17/27	5,000,000		5,000,000		_
FHLMC	4.60%	10/23/26	5,000,000		5,000,000		_
FNMA	4.53%	10/15/27	2,997,895		2,997,895		_
	Totals		\$ 200,065,040	\$	189,082,483	\$	10,982,557

Allocation September 30, 2024

Book Value	Yield	Maturity Date	Total	F	Pooled Funds	Debt	Service Fund
Independent Financial DDA	2.52%		\$ 7,068,406	\$	7,068,406	\$	
Independent Financial DDA #2	5.41%		6,413,373		6,413,373		_
Independent Financial DDA #3	5.41%		9,336,632		9,336,632		_
NexBank MMA	5.46%		5,610,074		5,610,074		_
TexSTAR	5.13%		90,567,830		90,567,830		_
TexPool	5.01%		83,865,895		82,620,618	\$	1,245,277
FHLB	4.48%	10/03/2024	10,000,000		10,000,000		_
FHLB	5.25%	2/10/2026	3,000,000		3,000,000		-
	Totals		\$ 215,862,210	\$	214,616,933	\$	1,245,277



INVESTMENT PORTFOLIO SUMMARY

For the Quarter Ended

March 31, 2025

Prepared by Prosper Finance Department

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

Robert B. Scott

Bob Scott, Deputy Town Manager

Chris Landrum

Chris Landrum, Finance Director

Ryan Patterson

Ryan Patterson, Assistant Finance Director

Summary

Quarter End Results by Investment Category:

		December 31, 2024						March 31, 202			
Asset Type	•	Ave. Yield Book Value Market Value		larket Value	Ave. Yield	l	Book Value	N	larket Value		
MMA/NOW		4.17%	\$	20,703,668	\$	20,703,668	4.13%	\$	29,684,669	\$	29,684,669
MMF/Pools		4.64%		139,371,183		139,371,183	4.40%		138,727,411		138,727,411
Securities		4.67%		39,990,188		39,918,240	4.57%		19,991,017		19,961,900
Certificates of Deposit	_	-		-			<u>-</u>		-		-
	Total	4.60%	\$	200,065,039	\$	199,993,091	4.37%	\$	188,403,097	\$	188,373,980

Average Yield - Current Qu	arter (1)	Fiscal Year-to-Date Average Y	ield (2)
Total Portfolio	4.37%	Total Portfolio	4.49%
Rolling Three Month Treasury	4.34%	Rolling Three Month Treasury	4.46%
Rolling Six Month Treasury	4.28%	Rolling Six Month Treasury	4.34%
TexPool	4.36%	TexPool	4.55%

Interest Earni	ngs	(Approximate)
Quarter	\$	1,831,201
Fiscal Year-to-date	\$	4,074,960

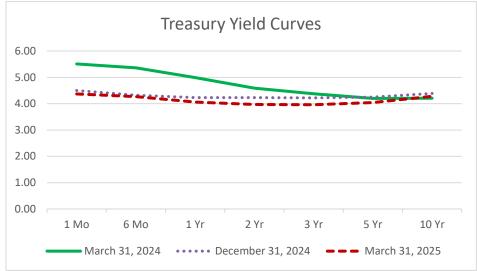
⁽¹⁾ Quarter End Average Yield - based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month is used for bank, pool, and money market balances.

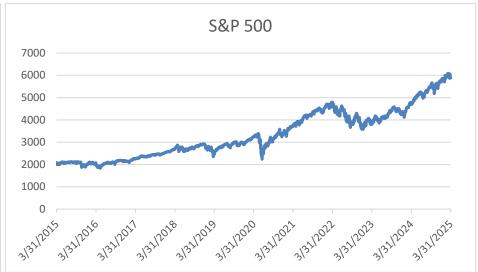
⁽²⁾ Fiscal Year-to-Date Average Yield - calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

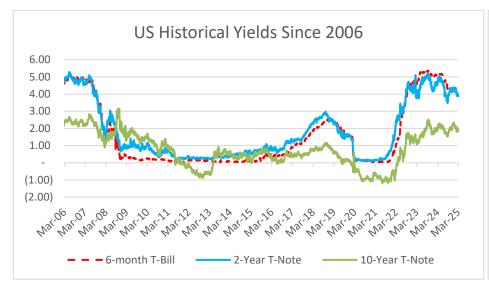
Page 58

Economic Overview 3/31/2025

The Federal Open Market Committee (FOMC) maintained the federal funds target range at 4.25-4.50% throughout Q1 2025. Effective Fed Funds are now trading near the midpoint, around 4.35%-4.40%. Despite progress in reducing inflation, it remains above the 2% target, with Core PCE at approximately 2.6% year-over-year as of March, down modestly from Q4. Core CPI remained elevated around 3.2%. The FOMC reiterated its commitment to a data-dependent approach, signaling that further rate cuts are possible later in 2025. March non-farm payrolls rose by 228k, with a Q1 average of approximately 180k jobs/month. The unemployment rate held at 4.2%, while labor force participation dipped slightly. Real GDP contracted at an annualized rate of -0.2% in Q1 2025, following a strong +2.4% growth in Q4 2024. The decline was driven by weaker consumer spending, inventory drawdowns, and export volatility linked to global trade disruptions. Oil prices declined during Q1, averaging \$63-\$65 per barrel, down from \$70 at year-end. This reflected increased global supply and lower demand expectations, easing some inflationary pressure. The treasury yield curve remained inverted, with the 2-year around 4.35% and the 10-year slightly lower, reflecting ongoing recession concerns and investor expectations for future Fed cuts. Global uncertainties and geopolitical risks remain elevated, though market volatility was relatively contained through Q1.









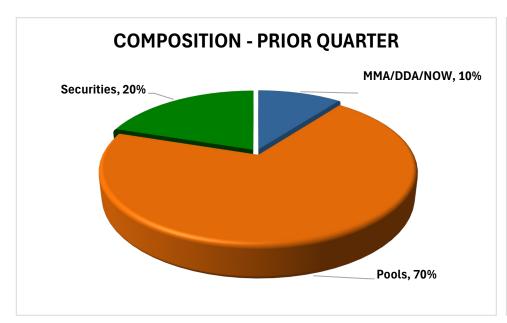
Investment Holdings March 31, 2025

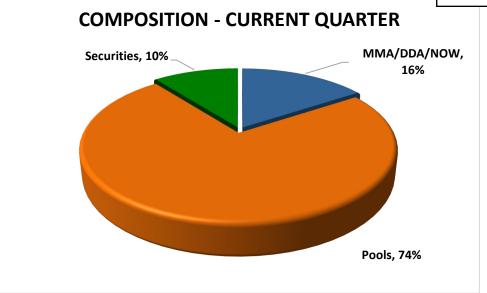
		Coupon/	Maturity	Settlement		Book	Market	Market	Life	
Description	Ratings	Discount	Date	Date	Par Value	Value	Price	Value	(Days)	Yield
Independent DDA		1.76%	04/01/25	03/31/25	4,654,398	4,654,398	100.00	4,654,398	1	1.76%
Independent DDA #2		4.59%	04/01/25	03/31/25	15,002,970	15,002,970	100.00	15,002,970	1	4.59%
Independent DDA #3		4.59%	04/01/25	03/31/25	4,284,326	4,284,326	100.00	4,284,326	1	4.59%
NexBank MMA		4.50%	04/01/25	03/31/25	5,742,975	5,742,975	100.00	5,742,975	1	4.50%
TexSTAR		4.40%	04/01/25	03/31/25	44,431,653	44,431,653	100.00	44,431,653	1	4.40%
TexPool		4.43%	04/01/25	03/31/25	94,295,758	94,295,758	100.00	94,295,758	1	4.43%
FHLMC	NR	4.60%	10/23/27	10/24/24	5,000,000	5,000,000	99.931	4,996,550	571	4.60%
FNMA	S&P-AA+	4.50%	10/15/27	10/22/24	3,000,000	2,998,081	99.722	2,991,660	928	4.53%
FHLB	Moodys-Aaa	4.38%	10/15/27	10/22/24	2,000,000	2,000,000	99.652	1,993,040	928	4.38%
FFCB	S&P-AA+	4.67%	12/15/27	12/18/24	5,000,000	4,992,936	99.618	4,980,900	989	4.73%
FHLMC	NR	4.50%	12/17/27	12/19/24	5,000,000	5,000,000	99.995	4,999,750	991	4.50%
Total Portfolio					\$ 188,412,080	\$ 188,403,097	_	\$ 188,373,980	93	4.37%
							_		(1)	(2)

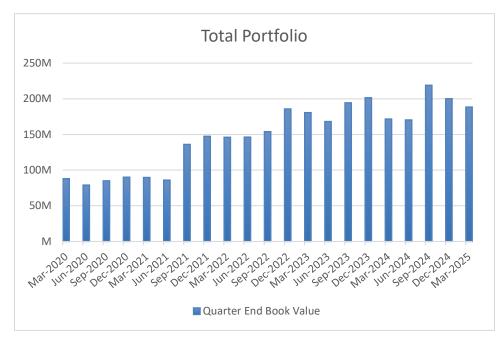
⁽¹⁾ Weighted average life - For purposes of calculating weighted average life, overnight bank and pool balances are assumed to have a one-day maturity.

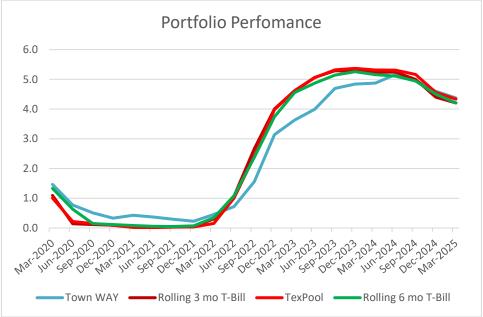
⁽²⁾ Weighted average yield to maturity - The weighted average yield to maturity is based on Book Value, realized and unrealized gains/losses and investment advisory fees are not included. The yield for the reporting month is used for overnight bank and pool balances.

Item 6.









Book and Market Value Comparison

Issuer/Description	Yield	Maturity Date	Book Value 12/31/24	Increases	Decreases	Book Value 3/31/25	Market Value 12/31/24	Change in Market Value	Market Value 3/31/25
Independent DDA	1.76%	04/01/25	\$ 4,235,830	\$ 418,568		\$ 4,654,398	\$ 4,235,830	\$ 418,568	\$ 4,654,398
Independent DDA #2	4.59%	04/01/25	4,758,754	10,244,216		15,002,970	4,758,754	10,244,216	15,002,970
Independent DDA #3	4.59%	04/01/25	6,030,013		(1,745,687)	4,284,326	6,030,013	(1,745,687)	4,284,326
NexBank MMA	4.50%	04/01/25	5,679,071	63,904		5,742,975	5,679,071	63,904	5,742,975
TexSTAR	4.40%	04/01/25	53,019,355		(8,587,702)	44,431,653	53,019,355	(8,587,702)	44,431,653
TexPool	4.43%	04/01/25	86,351,829	7,943,929		94,295,758	86,351,829	7,943,929	94,295,758
FHLMC	4.60%	10/23/26	5,000,000			5,000,000	4,989,550	7,000	4,996,550
FNMA	4.53%	10/15/27	2,997,895	186		2,998,081	2,982,270	9,390	2,991,660
FHLB	4.38%	10/15/27	2,000,000			2,000,000	1,983,120	9,920	1,993,040
FFCB	4.73%	12/15/27	4,992,293	643		4,992,936	4,987,350	(6,450)	4,980,900
FHLMC	4.50%	12/17/27	5,000,000			5,000,000	4,993,650	6,100	4,999,750
FHLB	4.55%	10/23/25	10,000,000		(10,000,000)	-	9,994,300	(9,994,300)	-
FHLB	5.00%	10/22/27	10,000,000		(10,000,000)	-	9,988,000	(9,988,000)	-
TOTAL / AVERAGE	4.60%		\$ 200,065,040	\$ 18,671,447	\$ (30,333,389)	\$ 188,403,097	\$ 199,993,092	\$ (11,619,111)	\$ 188,373,980

Allocation March 31, 2025

Book Value	Yield	Maturity Date	Total		al Pooled Funds		Debt S	Service Fund
Independent DDA	1.76%		\$	4,654,398	\$	4,654,398	\$	_
Independent DDA #2	4.59%			15,002,970		15,002,970		_
Independent DDA #3	4.59%			4,284,326		4,284,326		_
NexBank MMA	4.50%			5,742,975		5,742,975		_
TexSTAR	4.40%			44,431,653		44,431,653		_
TexPool	4.43%			94,295,758		89,472,901		4,822,857
FHLMC	4.60%	10/23/26		5,000,000		5,000,000		_
FNMA	4.53%	10/15/27		2,998,081		2,998,081		_
FHLB	4.38%	10/15/27		2,000,000		2,000,000		_
FFCB	4.73%	12/15/27		4,992,936		4,992,936		_
FHLMC	4.50%	12/17/27		5,000,000		5,000,000		_
	Totals		\$	188,403,097	\$	183,580,240	\$	4,822,857

Allocation December 31, 2024

Book Value	Yield	Maturity Date	Total		Pod	oled Funds	Debt	Service Fund
Independent Financial DDA	1.90%		\$	4,235,830	\$	4,235,830	\$	_
Independent Financial DDA #2	4.73%			4,758,754		4,758,754		_
Independent Financial DDA #3	4.70%			6,030,013		6,030,013		_
NexBank MMA	4.82%			5,679,071		5,679,071		_
TexSTAR	4.56%			53,019,355		53,019,355		_
TexPool	4.69%			86,351,829		75,369,272		10,982,557
FHLMC	4.60%	10/23/26		5,000,000		5,000,000		_
FNMA	4.53%	10/15/27		2,997,895		2,997,895		_
FHLB	4.38%	10/15/27		2,000,000		2,000,000		_
FFCB	4.73%	12/15/27		4,992,293		4,992,293		_
FHLMC	4.50%	12/17/27		5,000,000		5,000,000		_
FHLB	4.55%	10/23/25		10,000,000		10,000,000		_
FHLB	5.00%	10/22/27		10,000,000		10,000,000		_
1	otals	-	\$	200,065,040	\$	189,082,483	\$	10,982,557



FINANCE

To: Mayor and Town Council

From: Robert B. Scott, Deputy Town Manager

Through: Mario Canizares, Town Manager

Re: Town Investment Policy

Town Council Meeting – July 22, 2025

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. (CL)

Description of Agenda Item:

In accordance with PFIA requirements, the Town Council shall review and adopt the Investment Policy annually. This policy was last reviewed, revised, or adopted in May 2024. The Town's investment program and investment strategy remain the same under the policy and there are no changes to the allowed investments, investment maturity limits or staff responsibilities for Town investments. The only change to the policy is adding two brokers to the authorized broker/dealer list. The attached redline version highlights proposed changes.

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

Budget Impact:

N/A

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 and Investment Strategy.
- 2. Investment Policy redline version.
- 3. Investment Policy clean version

Town Staff Recommendation:

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

Proposed Motion:

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

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, REVIEWING, UPDATING AND ADOPTING THE TOWN OF PROSPER 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 July 22, 2025, 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 22nd DAY OF JULY 2025.

	APPROVED:
	David F. Bristol, Mayor
ATTEST:	
Michelle Lewis Sirianni, Town Secretary	
APPROVED AS TO FORM AND LEGALITY:	



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. INVESMENT 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 a n n u a 11 y 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 p o s i t i o n.
- 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 Resolution No. 20254-XX, Page 14

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) — 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 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 <u>07/22/25</u>05/14/24

FHN Financial
Great Pacific Securities
Mischler Financial Group
Oppenheimer & Co., Inc.
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



TOWN OF PROSPER, TEXAS

INVESTMENT POLICY

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. INVESMENT 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 a n n u a 11 y 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 p o s i t i o n.
- **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 Resolution No. 2025-XX, Page 14

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) — 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 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 07/22/25

FHN Financial
Great Pacific Securities
Mischler Financial Group
Oppenheimer & Co., Inc.
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



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

Town Council Meeting – July 22, 2025

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 banking accounts.

Description of Agenda Item:

SouthState Bank has acquired Independent Financial Bank, the Town's current depository institution. As such, the resolution reflects SouthState Bank as the new depository. Additionally, the Accounting Manager is being added as an authorized representative on the Town's local government investment pool accounts to ensure operational efficiency and appropriate coverage.

Budget Impact:

There is no budget impact.

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

Town Staff Recommendation:

Town staff recommends Town Council approve the Resolution designating various individuals as authorized representatives for the Town's banking accounts.

Proposed Motion:

I move to approve the Resolution designating various individuals as authorized representatives for the Town's banking accounts.

TOWN OF PROSPER, TEXAS

RESOLUTION NO. 2025-27

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. 2024-33, ADOPTED ON OR ABOUT MAY 14, 2024; 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 SouthState 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, Assistant Finance Director, and Accounting Manager. Presently the incumbents for each position hereby authorized are Mario Canizares, Robert B. Scott, Charles R. Ewings, Robyn D. Battle, John C. Landrum, Ryan Patterson and Marcus Northcutt 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. 2024-33 approved on or about May 14, 2024, 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 22^{ND} DAY OF JULY, 2025.

	David F. Bristol, Mayor	
ATTEST:		
Michelle Lewis Sirianni, Town Secretary		
APPROVED AS TO FORM AND LEGALITY:		
Terrence S. Welch, Town Attorney		



INFORMATION TECHNOLOGY

To: Mayor and Town Council

From: Leigh Johnson, Director of Information Technology

Through: Mario Canizares, Town Manager

Bob Scott, Deputy Town Manager

Re: Annual Software Assurance

Town Council Meeting – July 22, 2025

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon approving the expenditure for the annual software assurance of the Town's computer-aided dispatch and record management systems for Public Safety, from Integrated Computer Systems, Inc., a sole source provider for \$126,215.

Description of Agenda Item:

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

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

Budget Impact:

The amount of this renewal is \$126,214.89. This is a budgeted item and will be funded from Information Technology account 11014010-56640 (IT Licenses). Subsequent annual expenditures will be subject to appropriations granted in future fiscal years.

Legal Obligations and Review:

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

Attached Documents:

1. Annual Renewal Invoice

Town Staff Recommendation:

Town staff recommend the Town Council approve the expenditure for the annual software assurance of the Town's computer-aided dispatch and record management systems for Public Safety, from Integrated Computer Systems, Inc., a sole source provider for \$126,215.

Proposed Motion:

I move to approve the expenditure for annual software assurance of the Town's computer aided dispatch and record management systems for Public Safety, from Integrated Computer Systems, Inc., a sole source provider for \$126,215.



Integrated Computer Systems

7300 SH 121, Suite 470 McKinney, TX 75070 214-544-0022 kyle@icspublicsafety.com

Software Assurance Prog Annual Renewal Quota

Number: Date:

ICSQ2764 Mar 8, 2024

Bill To	Contact
Town of Prosper Attn: Accounts Payable P.O. Box 307 Prosper, TX 75078	Prosper Police Dept. Roxanna Johnson PO Box 307 Prosper, TX 75078
972.569.1017 accounts_payable@prospertx.gov	Roxanna_Johnson@prospertx.gov

ANNUAL SOFTWARE ASSURANCE 2024/25

Period Covered	Terms	Expirat	tion Date
10/01/2024 09/30/2025	Net 30		11/1/2024
Product and Description		Qty	SAP Price
SAP-CAD: Software Assurance Program Renewal for CAD Renewal for three (3) CAD software licenses including advanced 911, and TLETS.		1	11,564.89
SAP-LAW: Software Assurance Program Renewal for Law Renewal for twenty (20) Law records licenses for arrest, incident master indexes. One (1) license for alarm maintenance and one	t, calls for service, and	1	14,974.81
SAP-MDC: Software Assurance Program Renewal for Mob Renewal for twenty-one (21) MDC software licenses with advance (12), fire (8), and courts (1).		1	30,127.93
SAP-INT: Software Assurance Program Renewal for Inter Renewal for Gateway and Interface licenses for Emerigidata and		1	12,055.22
SAP-INT: Software Assurance Program Renewal for Inter Renewal for Brazos interface license for handhelds	rfaces	1	2,742.84
CAD-STAT-WEB: CAD Web/Smart Phone/Tablet Status M (5) Web-based status monitor licenses for the display of resource		1	434.73
SAP-INT: Software Assurance PRO-QA Medical Interface		1	260.84
SAP-CAD: Software Assurance Program Renewal for CAD Renewal to allow the setup, test and maintenance of geofiles, ru other tables, for the efficient use of CAD.		1	434.73
:			

Product and Description	Qty	SAP Price
:		Item 9.
Additional purchases in 2021:: SAP for Add-on purchases Invoice ICSI2310:		
SAP-CAD: Software Assurance Program Renewal for CAD Software Assurance Program Renewal for CAD (1 CAD)	1	2,864.43
SAP-MDC: Software Assurance Program Renewal for Mobile Data Clients Software Assurance Program Renewal for Mobile Data Clients (11 MDC)	1	26,476.88
SAP-LAW: Software Assurance Program Renewal for Law records Software Assurance Program Renewal for Law records (3 LAW)	1	5,908.15
:		
Additional purchases in 2021:: SAP for Add-on purchases Invoice ICSI2488:		
SAP-MDC: Software Assurance Program Renewal for Mobile Data Clients Software Assurance Program Renewal for Mobile Data Clients (4 MDC) and Law Licenses (4 LAW)	1	6,229.44
:		
Additional purchases in 2021::		
SAP for Add-on purchases Invoice ICSI2506:	1	2,000.00
SAP-LAW: Software Assurance Program Renewal for Law records Software Assurance Program Renewal for K-9 and Drone modules	1	2,000.00
:		
Additional purchases in 2021:: SAP for Add-on purchases Invoice ICSI2665:		
SAP-MDC: Software Assurance Program Renewal for Mobile Data Clients	1	5,400.00
Software Assurance Program Renewal for Mobile Data Clients (5 MDC) for Fire department		
:		
Additional purchases in 2021:: SAP for Add-on purchases Invoice ICSI2663:		
SAP-MDC: Software Assurance Program Renewal for Mobile Data Clients Software Assurance Program Renewal for Mobile Data Clients (4 MDC)	1	4,740.00

Product and Description		Qty	SAP Price	
<u> </u>				Item 9.
Annual Amount			\$126,21	4.89
	Signature or valid pu	ırchase	order number	

Upon approval by your agency, this document will become a purchase agreement by and between LICENSEE and Integrated Computer Systems Inc., located at Suite 470, McKinney, Texas 75070, and is subject to all terms and conditions or user license agreements executed at an earlier date.



TOWN ATTORNEY

To: Mayor and Town Council

From: Terry Welch, Town Attorney

Through: Mario Canizares, Town Manager

Re: Suspending Oncor Electric Delivery Company's Requested Rate Change

Town Council Meeting – July 22, 2025

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon a resolution suspending the July 31, 2025, effective date of Oncor Electric Delivery Company's requested rated change to permit the Town time to study the request and to establish reasonable rates; approving Cooperation with the Steering Committee of Cities Served by Oncor to hire legal and consulting services and to negotiate with the company and direct any necessary litigation and appeals; finding that the meeting at which this resolution is passed is open to the public as required by law; and requiring notice of this resolution to the company and legal counsel for the Steering Committee.

Description of Agenda Item:

The Town, along with 170 similarly situated cities served by Oncor Electric Delivery Company, is a member of the Steering Committee Served by Oncor. On or about June 26, 2025, Oncor filed with the Town of Prosper a Statement of Intent to increase electric transmission and distribution rates effective July 31, 2025. The Town is a member of the Steering Committee of Cities Served by Oncor ("Steering Committee") and will cooperate with the 170 similarly situated city members and other city participants in conducting a review of Oncor's application and to hire and direct legal counsel and consultants and to prepare a common response and to negotiate with Oncor and direct any necessary litigation. In the past the Town has cooperated with the Steering Committee and through negotiation between the Steering Committee and Oncor, rate reductions have been achieved.

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

Town Staff Recommendation:

The Town Attorney recommends the Town Council approve the resolution and upon adoption, forward executed copied of the resolution to both Oncor and the attorney for the Steering Committee.

Proposed Motion:

I move to approve a resolution suspending the July 31, 2025, effective date of Oncor Electric Delivery Company's requested rated change to permit the Town time to study the request and to establish reasonable rates; approving Cooperation with the Steering Committee of Cities Served by Oncor to hire legal and consulting services and to negotiate with the Company and direct any necessary litigation and appeals; finding that the meeting at which this Resolution is passed is open to the public as required by law; and requiring notice of this Resolution to the Company and legal counsel for the Steering Committee.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, SUSPENDING THE JULY 31, 2025, EFFECTIVE DATE OF ONCOR ELECTRIC DELIVERY COMPANY'S REQUISTED RATE CHANGE TO PERMIT THE TOWN TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING COOPERATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR TO HIRE LEGAL AND CONSULTING SERVICES AND TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL; MAKING FINDINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on or about June 26, 2025, Oncor Electric Delivery Company ("Oncor" or "Company"), pursuant to PURA §§ 33.001 and 36.001, filed with the Town of Prosper a Statement of Intent to increase electric transmission and distribution rates in all municipalities exercising original jurisdiction within its service area effective July 31, 2025; and

WHEREAS, the Town of Prosper, Texas, is a member of the Steering Committee of Cities Served by Oncor ("Steering Committee") and will cooperate with the 170 similarly situated city members and other city participants in conducting a review of the Company's application and to hire and direct legal counsel and consultants and to prepare a common response and to negotiate with the Company and direct any necessary litigation; and

WHEREAS, PURA § 36.108 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days after the date the rate change would otherwise be effective; and

WHEREAS, PURA § 33.023 provides that costs incurred by cities in ratemaking activities are to be reimbursed by the regulated utility.

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

SECTION 1

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

SECTION 2

The Town of Prosper, Texas ("Town"), hereby makes the following findings and adopts the following:

1. The July 31, 2025, effective date of the rate request submitted by Oncor on or about June 26, 2025, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rate.

- 2. As indicated in the Town's Resolution approving membership in the Steering Committee, the Executive Committee of the Steering Committee is authorized to hire and direct legal counsel and consultants, negotiate with the Company, make recommendations regarding reasonable rates, and to intervene and direct any necessary administrative proceedings or court litigation associated with an appeal of a rate ordinance and the rate case filed with the Town or Public Utility Commission.
 - 3. The Town's reasonable rate case expenses shall be reimbursed by Oncor.
- 4. It is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.
- 5. A copy of this Resolution shall be sent to Oncor Electric Delivery Company, LLC, 1616 Woodall Rogers Freeway, Dallas, Texas 75202 and to Thomas Brocato, Counsel to the Steering Committee, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

SECTION 3

This Resolution shall take effect immediately upon passage.

DULY PASSED, APPROVED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 22ND DAY OF JULY, 2025.

	David F. Bristol, Mayor	
ATTEST:		
Michelle Lewis Sirianni, Town Secretary		
APPROVED AS TO FORM AND LEGALITY:		
Terrence S. Welch, Town Attorney		



TOWN ATTORNEY

To: Mayor and Town Council

From: Terrence S. Welch, Town Attorney

Through: Mario Canizares, Town Manager

Doug Kowalski, Chief of Police

Re: Electric Bicycles in Parks

Town Council Meeting – July 22, 2025

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon an ordinance amending the Code of Ordinances by adding a definition of "Electric Bicycle" to Section 1.09.001, "Definitions"; amending Section 1.09.008, "Bicycle Riding and Skating in Parks and on Bike Trails" and Subsection (5) of Section 1.09.023, "Outdoor Areas and Facilities;" all contained in Article 1.09, "Parks and Recreation," of Chapter 1, "General Provisions," to include the operation of electric bicycles.

Description of Agenda Item:

On April 8, 2025, the Town Council amended the Code of Ordinances to address electric bicycles in its traffic regulations. In conjunction with the Police Department, it was determined that existing ordinances addressing park operations should be similarly amended to regulate electric bicycles on park property. Consequently, this ordinance provides for the regulation of electric bicycles in parks and on bike trails as well as in outdoor areas and facilities. This ordinance provides another tool for addressing the proliferation of electric bicycles in the Town. The April 2025 amendment and this amendment are in addition to possible Penal Code violations that may be charged in the event that criminal activity exceeds the jurisdictional levels of Class C misdemeanors that are prosecuted in Prosper Municipal Court.

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 Ordinance as to form and legality.

Attached Documents:

1. Ordinance

Town Staff Recommendation:

The Town Attorney recommends that the Town Council adopt the attached Ordinance amending the Code of Ordinances.

Proposed Motion:

I move to approve an Ordinance amending the Code of Ordinances by adding a definition of "Electric Bicycle" to Section 1.09.001, "Definitions"; amending Section 1.09.008, "Bicycle Riding and Skating in Parks and on Bike Trails" and Subsection (5) of Section 1.09.023, "Outdoor Areas and Facilities;" all contained in Article 1.09, "Parks and Recreation," of Chapter 1, "General Provisions," to include the operation of electric bicycles.

Page 2 of 2

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, AMENDING THE CODE OF ORDINANCES BY ADDING A DEFINITION OF "ELECTRIC BICYCLE" TO SECTION 1.09.001, "DEFINITIONS," OF ARTICLE 1.09, "PARKS AND RECREATION," OF CHAPTER 1, "GENERAL PROVISIONS"; AMENDING SECTION 1.09.008, "BICYCLE RIDING AND SKATING IN PARKS AND ON BIKE TRAILS," AND SUBSECTION (5) OF SECTION 1.09.023, "OUTDOOR AREAS AND FACILITIES," BOTH CONTAINED IN ARTICLE 1.09, "PARKS AND RECREATION," OF CHAPTER 1, "GENERAL PROVISIONS," TO INCLUDE THE OPERATION OF ELECTRIC BICYCLES; MAKING FINDINGS; PROVIDING A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

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

WHEREAS, the Town has determined that electric bicycles have proliferated in the Town and on numerous occasions electric bicycles have been used in such a manner as to seriously damage parks and/or parkland in the Town; and

WHEREAS, it is the desire of the Town Council to define and prohibit the operation of electric bicycles in parks, to the extent referenced in this Ordinance; and

WHEREAS, the Town Council of the Town of Prosper, Texas, has determined that it is in the public's best interest and in furtherance of the health, safety, morals, and general welfare of the citizens of the Town to provide for such regulation of electric bicycles.

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

SECTION 1

All of the above premises are hereby found to be true and correct legislative and factual findings of the Town of Prosper, and they are hereby approved and incorporated into the body of this Ordinance as if restated herein in their entirety.

SECTION 2

From and after the effective date of this Ordinance, Section 1.09.001, "Definitions," of Article 1.09, "Parks and Recreation," of Chapter 1, "General Provisions," of the Town's Code of Ordinances is hereby amended by adding a definition of "Electric Bicycle," to read as follows:

"§ 1.09.001. Definitions.

For the purpose of this article, the following terms, phrases, words and their derivations shall have the meaning given below:

* * *

Electric bicycle. Any bicycle that is equipped with fully operable pedals; an electric motor of fewer than 750 watts; and with a top assisted speed of 28 miles per hour or less. Pursuant to Chapter 664 of the Texas Transportation Code, as amended, an electric bicycle may be classified as either a Class 1 electric bicycle, a Class 2 electric bicycle, or a Class 3 electric bicycle. A "Class 1 electric bicycle" means an electric bicycle equipped with a motor that assists the rider only when the rider is pedaling and with a top assisted speed of 20 miles per hour or less. A "Class 2 electric bicycle" means an electric bicycle equipped with a motor that may be used to propel the bicycle without the pedaling of the rider and with a top assisted speed of 20 miles per hour or less. A "Class 3 electric bicycle" means an electric bicycle equipped with a motor that assists the rider only when the rider is pedaling and with a top assisted speed of more than 20 but less than 28 miles per hour. For purposes of this definition, "top assisted speed" means the speed at which the bicycle's motor ceases propelling the bicycle or assisting the rider. A label or decal on an electric bicycle identifying it as a Class 1, Class 2 or Class 3 electric bicycle shall be prima facie evidence of same.

* * *"

SECTION 3

From and after the effective date of this Ordinance, Section 1.09.008, "Bicycle Riding and Skating In Parks and on Bike Trails," of Article 1.09, "Parks and Recreation," of Chapter 1, "General Provisions," of the Town's Code of Ordinances is hereby amended to read as follows:

"§ 1.09.008. Bicycle and Electric Bicycle Riding and Skating in Parks and on Bike Trails.

Bicycle and electric bicycle riding and skating shall include peddled and bicycles of one, two or more wheels, whether electric or not, push type or motorized scooters, roller skates, in-line skates, in-shoe skates, skate boards, or any similar vehicle or apparatus. Bicycle and electric bicycle riding and skating shall be governed by safe riding/skating practices and consideration for use of parks by others. Where special parking provisions have been made for bicycles, parking for electric bicycles is permissible, and parking for bicycles and electric bicycles shall be limited to that area. Bicycle and electric bicycle riding and skating shall be prohibited in playgrounds, flowerbeds, pedestrian-only sidewalks, open space areas of parks, tennis courts, athletic courts, athletic fields, picnic pavilions and/or any other areas designated by the town.

* * *

SECTION 4

From and after the effective date of this Ordinance, Subsection (5) of Section 1.09.023, "Outdoor Areas and Facilities," of Article 1.09, "Parks and Recreation," of Chapter 1, "General Provisions," of the Town's Code of Ordinances is hereby amended to read as follows:

"§ 1.09.023. Outdoor Areas and Facilities.

It shall be unlawful for any person or persons to do any of the acts specified below, except as otherwise provided, in all outdoor areas and facilities owned, leased, or otherwise controlled by the Town:

* * *

(5) To use in-line skates, skates, skateboards, bicycles, electric bicycles, motorized or nonmotorized vehicles and any other type of recreational or nonrecreational product that may destroy the surfaces of tennis courts or any other type of painted concrete or laminate surfaces.

* * *"

SECTION 5

Any person, firm, corporation or business entity violating this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined in an amount as provided in § 1.01.009 of the Town of Prosper's Code of Ordinances for each offense, and each day shall constitute a separate offense.

SECTION 6

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

SECTION 7

This Ordinance shall become effective from and after its adoption and publication as required by law.

DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 22ND DAY OF JULY, 2025.

	David F. Bristol, Mayor
ATTEST:	
Michelle Lewis Sirianni, Town Secretary	
APPROVED AS TO FORM AND LEGA	LITY:
Terrence S. Welch, Town Attorney	_



FIRE DEPARTMENT

To: Mayor and Town Council

From: Stuart Blasingame, Fire Chief

Through: Mario Canizares, Town Manager

Re: Axene Continuing Education, Medical Control and Continuing Education

Agreement

Town Council Meeting – July 22, 2025

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon a Professional Services Agreement between Axene Continuing Education and the Town of Prosper for Medical Control and Continuing Education Services in an amount not to exceed \$99,340. (SB)

Description of Agenda Item:

This agreement is for Texas Department State Health Services mandated EMS Medical Direction and Continuing Education Services. The agreement will commence on October 1, 2025, aligning with the conclusion of the current agreement with Medical City of Plano on September 30, 2025. While the parent organization is changing, the Town will retain its incumbent Medical Director. This transition period allows adequate time to finalize and implement revised medical control protocols, ensure distribution of all necessary materials, and put all operational components in place prior to the October 1 start date.

Budget Impact:

The total agreement amount shall not exceed \$99,340 and is budgeted in account number 13030010-56000.

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. License Agreement
- 2. EMS Medical Direction Duties

Town Staff Recommendation:

Town Staff recommend the Town Council approve of a Professional Services Agreement between Axene Continuing Education and the Town of Prosper for Medical Control and Continuing Education Services in an amount not to exceed \$99,340.

Proposed Motion:

I move to approve a Professional Services Agreement between Axene Continuing Education and the Town of Prosper for Medical Control and Continuing Education Services in an amount not to exceed \$99,340.



Axene Continuing Education License Agreement – LMS Access

This Agreement	t is betwee	า Axene Continเ	uing Education,	LLC a Texas	s limited liabili	ty
company ("AC	(E'') and $_$	Prosper Fire Dep	partment	(''	Licensee").	

ACE owns, maintains and administers certain continuing education courses, course materials, and accompanying documents (collectively, "Content"). This Agreement governs the terms upon which Licensee and certain Licensee personnel can access and use such Content.

- 1. **Term**. The Term of this Agreement is: **one year**. This Agreement begins on [10/1/25] (the "Start Date") and expires on [9/30/26] (the "End Date").
- 2. **License Grant**. Subject to the following limitations, ACE hereby grants to Licensee a non-exclusive, non-transferrable license to load the Content onto the Vector/Target Solutions Learning Management System (the "LMS") only, and to access, interact with, and view such Content via the LMS during the Term of this Agreement.
 - a. **Seats**. This License provides **84** "Seats". Each Seat corresponds to, and is assigned to, one Registered User. This License only applies to Registered Users that have been assigned to a Seat.
 - b. **Registered User**. A Registered User must be an individual employed by or otherwise under contract to work for Licensee.
 - c. LMS Interaction. Upon execution of this Agreement, ACE will provide to Licensee an electronic version of the Content, which Content Licensee may load onto its own account on the LMS. Licensee agrees to establish a login with administrator privileges on Licensee's account; or provide a dedicated point of contact with administrator privilege in order to assist with content upload.
- 3. **Additional Seats**. Additional Seats can be obtained at a cost of **\$95** per Seat and will be prorated based on the remaining amount of time left in the agreement.
- 4. **Updates**. It is anticipated that ACE will periodically prepare updates of the Content (e.g., additional courses, etc.). Upon ACE's sole discretion, such updates may be added to the Content, and electronic files having such updates may be provided to Licensee for Licensee to load on the LMS consistent with this Agreement.

- 5. **Reasonability of Content**. Publicly available data and resources have been used to develop this product. ACE has reviewed information for reasonability but does not guarantee the information to be free from error or interpretation.
- 6. Auto-Renewal. Unless either party provides written notice of its intent not to renew at least sixty (60) days prior to the end of the current Subscription Term, this Agreement will automatically renew for successive renewal terms equal in duration to the expiring Subscription Term. However, the total term of this Agreement, including all renewal periods, shall not exceed five (5) years from the Effective Date, unless otherwise agreed in writing. Renewal will be at the then-current pricing unless otherwise agreed, and all other terms of this Agreement shall remain in effect during any renewal term. If payment is not received within 30 days of renewal invoice, access to content will be suspended and a reactivation fee may be charged.
- 7. **Termination and Breach**. A multi-year Agreement can be terminated by the Licensee in writing delivered to ACE. An early termination fee will apply, which early termination fee will be equal to the average yearly base cost (plus additional Seats purchased) between the Start Date and End Date. ACE can terminate this Agreement upon ninety (90) days notice in writing delivered to Licensee. If Licensee fails to make payments according to the terms of an Invoice or Multi-year Plan, or if Licensee allows users to access the Content on the LMS that aren't Registered Users for which it has purchased Seats. ACE can terminate this Agreement thirty (30) days after providing Licensee written notice of such failures if Licensee fails to cure the deficiency within the thirty (30) days. In the event of termination, ACE shall be entitled to suspend access to or disable operability of the Content.
- 8. **Protection.** Licensee is advised that the Content is protected by U.S. and international copyright laws and may contain copyrighted material of third parties provided under license. Unauthorized copying or disclosure of any of the Content is strictly forbidden, and Licensee agrees to take reasonable steps to prevent such unauthorized use, copying or disclosure.
 - a. Intellectual Property Indemnification. Licensee shall defend, indemnify, and hold harmless ACE, its Affiliates and their officers, directors, agents, employees, and other authorized users from and against any liability, claim, action, loss, damage, or expense (including court costs and attorney's fees) arising out of, or relating to, any unauthorized copying or disclosure of the Content. Licensee agrees to notify ACE promptly when it is apprised of any third-party claim and agrees to cooperate in a reasonable manner with ACE with respect to the defense and disposition of such claim.
- 9. Warranties. ACE represents and warrants that:
 - a. ACE owns the Content, including all associated intellectual property rights, or otherwise has the right to grant Licensee the right and license provided in this Agreement free and clear of any liens and encumbrances; and

b. ACE has used commercially reasonable efforts to ensure that the Content contains no "computer viruses" or "time bombs" as those terms are commonly understood in the information process industry, specifically, ACE warrants that the Content contains no code or instructions (including any code or instructions provided by third parties) that is designed to delete, disable, deactivate, interfere with, or otherwise harm the deliverables or Licensee's hardware, data, or other programs, or that is intended to provide access or product modifications not authorized by Licensee.

As noted above, although ACE believes it has used reasonable care in developing the Content, ACE does not warranty the data and information used in the Content, as it is public in nature.

Notwithstanding the above, ACE reserves the right to include features in the Content configured to disable the usability of the Content after a period of time and/or if the Agreement is terminated.

- 10. Indemnification. To the extent authorized by Texas law, each party agrees to indemnify, hold harmless and defend the other and its affiliates, officers, directors, agents and employees from and against any claims, damages, liabilities, expenses, or losses (including attorneys' fees) arising from the performance or breach of this Agreement by the indemnifying party or the acts or omissions of the indemnifying party or its employees or agents; provided that neither party shall assume any liability for any act or omission of the other party or its employees or agents.
- 11. **Limitation of Liability**. In no event shall ACE's total cumulative liability to Licensee (from all causes of action of any kind, including contract, tort or otherwise) arising out of or related to the Services exceed the amount actually paid by Licensee to ACE under this Agreement. If ACE is working on a multi-year engagement for Licensee, ACE's liability shall be limited to the amount paid for that particular time period that gives rise to the liability.
 - Neither party shall be liable for consequential, incidental, indirect, punitive or special damages (including loss of profits, data, business or goodwill), even if advised of the likelihood of such damages occurring. Licensee's recourse with respect to any liability or obligation of ACE hereunder shall be limited to the assets of ACE, and Licensee shall have no recourse against, and shall bring no claim against, any member owner or employee of the ACE or any of the assets thereof.
- 12. **Confidentiality**. During the course of this Agreement it can be anticipated that the parties may obtain certain Confidential Information about one another. For example, the terms of this Agreement and certain business practices of ACE can be considered Confidential Information. Also, ACE may obtain certain Confidential Information of Licensee including non-public or proprietary information regarding Licensee's business or its patients, including individually identifiable health information. Each party agrees not to disclose such Confidential Information to third parties or use it for itself for any purpose other than performing under this Agreement, without the other party's prior written approval. Except as otherwise

expressly provided in this Section, ACE and Licensee hereby mutually covenant and agree:

- a. to keep the Confidential Information strictly confidential; and
- b. not to disclose the Confidential Information to any third party.

Notwithstanding anything to the contrary in the Agreement, each party may disclose the Confidential Information to any entity with which it is affiliated and in the usual and customary operation of the party's business, including, but not limited to, disclosure to auditors, attorneys and any third party entities with whom the party has an agreement requiring the third party entity to maintain the confidentiality of such Confidential Information in a manner no less restrictive than this provision. In addition, the foregoing confidentiality obligation shall not apply to information that is or becomes public knowledge other than through the unauthorized disclosure by the receiving party, nor shall it apply to information that is required to be disclosed by law; provided, however, that the receiving party so required to disclose shall first notify the disclosing party to enable it to seek relief from such requirement, and render reasonable assistance requested by the disclosing party in connection therewith. This Section and the confidentiality obligations contained herein shall survive the expiration or earlier termination of this Agreement.

- 13. **Independent Contractor**. It is mutually understood and agreed that ACE at all times is acting and performing as an independent contractor. Nothing in this Agreement is intended to create an employer/employee relationship or a joint venture relationship between the parties or either party being the agent or representative of the other party. If using this product under the guidance of a preferred partner / consultant, their work and liability is covered under their own coverages.
- 14. **Governing Law**. The terms and conditions of this Agreement shall be governed, construed, interpreted and enforced in accordance with the domestic laws of the state of Texas, excluding choice of law principles. No waiver by either party of any right or remedy under this Agreement, or delay in the exercise thereof, will constitute a waiver of any other right or remedy.
- 15. **Notice**. Any notice or other communication between the parties regarding the matters contemplated by this Agreement may be sent by U.S. mail (first-class or express mail), commercial courier or electronic mail as follows:

If to ACE:

Attn: Jason Touhy
Address: 8430 W University Drive Ste. 213
McKinney, TX 75071
email: jason.touhy@axenece.com

If to Licensee:

Attn:	
Address: _	
email:	

- 16. **Survival**. Agreement terms and rights under the Sections of this document titled Indemnification, Limitation of Liability and Confidentiality will survive any termination or expiration of this Agreement.
- 17. **Use of Parties' Names**. Neither party will use the names, trademarks, service marks or logos of the other party or any of its affiliates in any written materials, including without limitation, press releases, advertisements, websites or other promotional materials, without the other party's prior written consent.
- 18. Entire Contract; Modification; Counterparts. The Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes any prior oral or written agreements. This Agreement may be modified only by a writing executed by both parties. No statement, representation, warranty, covenant or agreement of any kind, including without limitation, any terms included in or located on a website, accessed through a URL, provided as an end user license agreement, or provided in a click-wrap, shrink-wrap or other similar format, not expressly set forth in this Agreement shall affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement. The Agreement may be executed in two or more counterparts (including by means of faxed or e-mailed signature pages), each of which will be deemed an original, and all of which together will constitute one and the same instrument. Photocopies, facsimile transmissions and other reproductions of this executed original (with reproduced signatures) will be deemed original counterparts of this Agreement. Electronic signatures and electronically transmitted documents are binding.

AGREED AND ACCEPTED:

Prosper Fire Department ("Licensee")
911 Safety Way
Prosper, TX 75078

By:

(Signature)

(Signature)

(Type or Print Name)

Its:

(Type or Print Title)

Date:

Date:

7/11/2025

This Agreement may be signed electronically, in which case signatures may appear above or on the last page.

EMS Medical Direction Prosper Fire Department

Fee Structure October 1, 2025 - September 30, 2026

Medical Control: Online/Offline Functions: \$73,260

- EMS Medical Control is comprised of multiple functions represented by two categories, Online/Offline medical Control and Education/Quality assurance activities. Below is a summary of the activities by category.
- Medical Control:
- Quarterly continuing education (Live broadcast 3-hour class)
- Monthly physician field observation/training/EMS Rideout
- Ongoing review/development of new equipment medications, practices/protocols, and SOPs with emphasis on evidence-based practices
- QI/QA, including internal review of EMS documentation
- 24/7/365 On-line (radio and telephone support) by Dr Axene (Board Certified emergency physician) and assistant medical directors (MD or PA)
- 24/7/365 Off-line availability of Dr Axene (or assistant medical director and or designee in his absence) to Fire administration and field personnel to review issues/concerns.
- Requested meetings with Fire administration and field personnel to review issues/concerns.
- Guaranteed access to the monthly cadaver lab for two paramedics (there is an additional fee for additional attendees)
- Attendance at City Council and other City Government meetings at the request of fire administration
- Paramedic shadowing/acute care hospital rotation to enhance assessment techniques and practical skills
- Final Review and authorization of the paramedic intern prior to being released for field practice
- Oversight of quarterly peer review committee meetings
- Annual protocol testing, mega code testing, and advanced airway management testing by biennial ALS and BLS skills credentialing

Education/Quality Assurance Functions: \$26,080

- In-person continuing education by EMS Educator every quarter
- Internet-based training (Axene CE) once per quarter
- Recording of monthly CE and utilizing the educational tracking platform to allow for make-up CE for those not able to attend
- QA program:

- o 100% review of all transported lights and siren runs
- o 10% review of all transported no lights and siren runs
- 100% review of all no transports
- Monthly protocol-specific reviews, including ACS, stroke, intubations, CPR, trauma, and airway management
- Internship program:
 - o Each intern is assigned to a specific educator
 - EMS educator to ride out at shift 3 and EMS medical director ride out at shift 4 or
 - o ECG testing, protocol testing, and mega code evaluation
- Monthly CA dashboards tracking various metrics to include protocol compliance, airway management, CE hours, internship progress, hospital destination stats, and departmentwide success rates for advanced airway and IV/IO
- Access to an internet-based education platform to allow for make-up CE, quarterly internet-based CE, and tracking of CE hours offered by Axene CE
- Access to an internet-based education platform to allow completion of AHA BLS and ACLS, followed by a live check-off with an EMS instructor
- Quarterly field observation/training (i.e. EMS ride outs)
- Annual required infection control and anaphylaxis CE to meet government standards
- Tracking and communication of ride administration regarding CE attendance
- Direct involvement in resolution of addendum to EMS run report
- Preparation of cases for quarterly peer review Committee meetings
- Annual protocol meeting, megacode testing, and advanced airway management testing and biennial ALS and BLS skills credentialing

Pricing Methodology:

Medical Control: \$73,260 (33 hrs/month at \$185/hr)

- Quarterly live education: \$22,200 (2 sites x 3 days, 3 hrs per day + 4 hrs of prep per lecture = 120hrs/yr @ \$185/hr)
- On-line Medical Control: \$26,640 (12 hr ride out every month = 144 hrs @ 185/hr)
- Off-line Medical Control: **\$24,420** (One check-off per month, one FTO meeting per month, one fire admin meeting per month, and 6 hours of QI/QA)

Education/Quality Assurance Functions: \$26,080

- Quarterly in-person/Live education: \$8,400 (2 sites x 3 days, 3 hrs/day + 1 hr drive time= 72hrs/yr @ \$100/hr)
- Quarterly internet-based CE (Axene CE): **\$10,480** (84 users at \$95/year + 2,500 admin fee for integration with LMS)
- QIQA program: **\$7,200** (2 designated specialists to monitor and report all data at \$50/hr for total of 6 hrs/month)

Total: \$99,340



POLICE DEPARTMENT

To: Mayor and Town Council

From: Doug Kowalski, Chief of Police

Through: Mario Canizares, Town Manager

Re: Alarm Ordinance Amendments

Town Council Meeting – July 22, 2025

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon an ordinance amending Article 4.05, "Alarm Systems", of Chapter 4, "Business Regulations", of the Town's Code of Ordinances and amending fees contained in Section XVI, "Alarm Systems" of Appendix A, "Fee Schedule".

Description of Agenda Item:

This item is being submitted to update our existing alarm and false alarm ordinance to align with Texas State Law. Amendments to Town of Prosper Code of Ordinances, Article 4.05, "Alarm Systems," include amending Subsection 4.05.001, "Definitions," by adding definitions of "Duress Alarm" and "Panic Alarm"; amending Subsection (a) of Section 4.05.003, "Other Types of Alarms," to include panic and duress alarms, and amending Section 4.05.004, "Service Charges," by revising the ordinance to be consistent with Texas Local Government Code, Chapter 214.

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. Ordinance

Town Staff Recommendation:

Town Staff recommend that the Town Council approve an ordinance amending Article 4.05, "Alarm Systems", of Chapter 4, "Business Regulations", of the Town's Code of Ordinances and amending fees contained in Section XVI, "Alarm Systems" of Appendix A, "Fee Schedule".

Proposed Motion:

I move to approve an ordinance amending Article 4.05, "Alarm Systems", of Chapter 4, "Business Regulations", of the Town's Code of Ordinances and amending fees contained in Section XVI, "Alarm Systems" of Appendix A, "Fee Schedule".

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, AMENDING SECTION 4.05.001, "DEFINITIONS," OF ARTICLE 4.05, "ALARM SYSTEMS," OF CHAPTER 4, "BUSINESS REGULATIONS," OF THE CODE OF ORDINANCES OF THE TOWN OF PROSPER, TEXAS, BY ADDING NEW DEFINITIONS OF "DURESS ALARM" AND "PANIC ALARM": AMENDING SUBSECTION (a) OF SECTION 4.05.003, "OTHER TYPES OF ALARMS," OF ARTICLE 4.05, "ALARM SYSTEMS," OF CHAPTER 4, "BUSINESS REGULATIONS," OF THE CODE OF ORDINANCES OF THE TOWN OF PROSPER, TEXAS, BY INCLUDING DURESS AND PANIC: AMENDING SECTION 4.05.004, "SERVICE CHARGES," OF ARTICLE 4.05, "ALARM SYSTEMS," OF CHAPTER 4, "BUSINESS REGULATIONS," OF THE CODE OF ORDINANCES OF THE TOWN OF PROSPER, TEXAS, BY REVISING FEES TO BE CONSISTENT WITH CHAPTER 214 OF THE TEXAS LOCAL GOVERNMENT CODE: AMENDING FEES CONTAINED IN SECTION XVI. "ALARM SYSTEMS," OF APPENDIX A, "FEE SCHEDULE," TO THE TOWN'S CODE OF ORDINANCES: PROVIDING A PENALTY: PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING FOR AN **EFFECTIVE DATE**

WHEREAS, the Town of Prosper, Texas (the "Town"), is a home-rule municipality possessing the full power of local self-government pursuant to Article 11, Section 5 of the Texas Constitution, Section 51.072 of Texas Local Government Code and its Home Rule Charter; and

WHEREAS, the Town Council possesses, pursuant to Subchapter F-1 of Chapter 214 of the Texas Local Government Code, as amended, the authority to regulate and permit burglar alarm systems in the Town; and

WHEREAS, in 2011, the Town Council adopted an ordinance, after providing notice and holding hearings as required under Chapter 214, regarding alarm systems whereby an alarm at a location without a permit would not be responded to by the Town; and

WHEREAS, the Town Council hereby finds that there has been and continues to be a large number of false alarms within the Town; and

WHEREAS, false alarms are a financial burden on all the citizens and a drain of Town resources; and

WHEREAS, the Town Council desires to amend its alarm system ordinance to be consistent with state law and further determines that the following amendments to the Town's regulation of alarm systems is in the best interest of the health, safety and welfare of the citizens of the Town.

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

SECTION 1

All of the above premises are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2

From and after the effective date of this Ordinance, Section 4.05.001, "Definitions," of Article 4.05, "Alarm Systems," of Chapter 4, "Business Regulations," of the Code of Ordinances of the Town of Prosper is hereby amended to read as follows:

"Sec. 4.05.001. Definitions.

The following definitions shall apply in the interpretation and enforcement of this article and shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

* * *

Duress alarm means a silent alarm system signal generated by the entry of a designated code into an arming station in order to signal that the alarm user is being forced to turn off the system and requires law enforcement response.

* * *

Panic alarm means an audible alarm generated by the deliberate activation of a panic device.

* * *"

SECTION 3

From and after the effective date of this Ordinance, Article 4.05, "Alarm Systems," of Chapter 4, "Business Regulations," of the Code of Ordinances of the Town of Prosper is hereby amended by amending subsection (a) of Section 4.05.003, "Other Types of Alarms," to read as follows:

"Sec. 4.05.003. Other Types of Alarms.

(a) A person shall not install or maintain an alarm system except for the purpose of eliciting responses to burglaries, robberies, panic/distress, fires or medical emergencies unless specifically authorized by the Director.

* * *

SECTION 4

From and after the effective date of this Ordinance, Article 4.05, "Alarm Systems," of Chapter 4, "Business Regulations," of the Code of Ordinances of the Town of Prosper is hereby amended by amending Section 4.05.004, "Service Charges," to read as follows:

"Sec. 4.05.004. Service Charges.

(a) If, within a 12-month permit period, six or more burglar false alarm notifications are emitted from an alarm site, the Director shall revoke or refuse to renew the permit of the alarm site.

- (b) The Director shall assess the permit holder a fee for each robbery false alarm notification emitted from the alarm site. Within a 12-month permit period, the fee for each robbery false alarm after three robbery false alarms shall be as specified in Appendix A.
- (c) The Director shall assess the permit holder a fee for each panic/duress false alarm notification emitted from the alarm site. Within a 12-month permit period, the fee for each panic/duress false alarm after three panic/duress false alarms shall be as specified in Appendix A.
- (d) The Director shall assess the permit holder a fee for each fire/medical false alarm notification emitted from the alarm site. Within a 12-month permit period, the fee for each fire/medical false alarm after three fire/medical false alarms shall be as specified in Appendix A.
- (e) A permit holder shall pay a fee assessed under this section within 30 days after receipt of notice that it has been assessed.
- (f) A permit holder will be exempt from any fee charged for a false alarm notification which is later shown to have been, in the Director's sole determination, justified or which was due to a natural or manmade catastrophe or other situation specifically exempted by the Director."

SECTION 5

From and after the effective date of this Ordinance, existing Section XVI, "Alarm Systems," of Appendix A, "Fee Schedule," to the Town's Code of Ordinances is hereby repealed in its entirety and replaced with a new Section XVI, "Alarm Systems," to read as follows:

"Sec. XVI. Alarm Systems.

- (a) Annual, permit or renewal fee (nonrefundable).
 - (1) Private residence: Fifty dollars (\$50.00).
 - (2) Business: One hundred dollars (\$100.00).
- (b) False alarms service charge (preceding 12 month period).
 - (1) Fee for each false burglar alarm:
 - (a) More than three but fewer than six: \$50.00.
 - (b) More than five but fewer than eight: \$75.00.
 - (c) Eight or more: \$100.00.
 - (2) Each false robbery/panic/duress alarm service charge.
 - (a) More than three but fewer than eight: \$75.00.
 - (b) Eight or more: \$100.00.

* * *"

SECTION 6

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 7

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

SECTION 8

Any person, firm, corporation or business entity violating this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be subject to a fine not to exceed the sum of Five Hundred Dollars (\$500.00), and each and every day such violation shall continue shall constitute a separate offense.

SECTION 9

This Ordinance shall become effective after its passage and publication.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS THE 22ND DAY OF JULY, 2025.

	APPROVED:	
	David F. Bristol, Mayor	
ATTEST:		
Michelle Lewis Sirianni, Town Secretary		
APPROVED AS TO FORM AND LEGALITY:		
Terrence S. Welch, Town Attorney		



ENGINEERING SERVICES

To: Mayor and Town Council

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

Through: Mario Canizares, Town Manager

Chuck Ewings, Assistant Town Manager

Re: School Zone Ordinance Amendment

Town Council Meeting – July 22, 2025

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

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

Description of Agenda Item:

For the upcoming 2025-2026 school year, the Prosper Independent School District (PISD) will open its nineteenth elementary (Thomson), sixth middle school (Moseley) and fourth high school (Richland). The PISD recently announced new start and end times for all elementary, middle and high schools for the 2025-2026 school year as shown below. The Denton Independent School District (DISD) is changing the end times for Cheek Middle School, located on Denton Way just east of FM 1385 as shown below.

Elementary School Hours - PISD	<u>Start</u>	<u>End</u>
Current	7:42 AM	3:00 PM
New	7:50 AM	3:10 PM
Middle School Hours - PISD	<u>Start</u>	<u>End</u>
Current	8:15 AM	3:30 PM
New	8:20 AM	3:40 PM
High School Hours - PISD	<u>Start</u>	<u>End</u>
Current	8:45 AM	4:10 PM
New	8:50 AM	4:15 PM
New Cheek Middle School Hours – DISD	8:50 AM <u>Start</u>	4:15 PM <u>End</u>
		_

Typical hours of operation for school zones are from approximately 30 minutes before to tem 14. approximately 15 minutes after the start of school and from approximately 15 minutes before to approximately 30 minutes after the end of school. The change this year will require the Town to revise the hours of operation for school zones associated with all PISD campuses, and DISD Cheek Middle School as follows:

Elementary School Hours – PISD (Current)	School Zone Hours
7:42 AM to 3:00 PM	7:15 AM to 8:00 AM
7.42 ANI 10 3.00 FIVI	2:45 PM to 3:30 PM
Elementary School Hours – PISD (New)	School Zone Hours
7:50 AM to 3:10 PM	7:20 AM to 8:05 AM
7.50 ANI to 5.10 FIVI	2:55 PM to 3:40 PM
Middle School Hours – PISD (Current)	School Zone Hours
8:15 AM to 3:30 PM	7:45 AM to 8:30 AM
6. 15 AIVI to 5.50 FIVI	3:15 PM to 4:00 PM
Middle School Hours - PISD (New)	School Zone Hours
8:20 AM to 3:40 PM	7:50 AM to 8:35 AM
8.20 AIVI to 3.40 FIVI	3:25 PM to 4:10 PM
High School Hours – PISD (Current)	School Zone Hours
8:45 AM to 4:10 PM	8:15 AM to 9:00 AM
0.43 AW to 4.10 FW	3:55 PM to 4:40 PM
High School Hours - PISD (New)	School Zone Hours
High School Hours – PISD (New) 8:50 AM to 4:15 PM	School Zone Hours
	School Zone Hours 8:20 AM to 9:05 AM
8:50 AM to 4:15 PM Cheek Middle School Hours – DISD (Current)	School Zone Hours 8:20 AM to 9:05 AM 4:00 PM to 4:45 PM
8:50 AM to 4:15 PM	School Zone Hours 8:20 AM to 9:05 AM 4:00 PM to 4:45 PM School Zone Hours
8:50 AM to 4:15 PM Cheek Middle School Hours – DISD (Current)	School Zone Hours 8:20 AM to 9:05 AM 4:00 PM to 4:45 PM School Zone Hours 7:45 AM to 8:30 AM
8:50 AM to 4:15 PM Cheek Middle School Hours – DISD (Current) 8:15 AM to 3:35 PM	School Zone Hours 8:20 AM to 9:05 AM 4:00 PM to 4:45 PM School Zone Hours 7:45 AM to 8:30 AM 3:20 PM to 4:05 PM

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

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

Budget Impact:

The cost for the replacement of the school zone time placards is approximately \$2,600 and will be funded by Account Number 15050010-54300 (Public Works Streets - Signs and Hardware), and installed by the Public Works Department.

Legal Obligations and Review:

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

Attached Documents:

1. Ordinance

Town Staff Recommendation:

Town staff recommends that the Town Council approve an ordinance amending Section 12.09.004 "School Traffic Zones" of Chapter 12 "Traffic and Vehicles" of the Town's Code of Ordinances by modifying the limits and hours of operation of such zone.

Proposed Motion:

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

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

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

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

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

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

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

SECTION 1

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

SECTION 2

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

Street Name	Hours of Operation	Speed Limit		
Bryant Elementary School				
Falling Leaves Drive	Falling Leaves Drive From 200 feet north of Ironwood Drive to Ironwood Drive			
Freeman Way	From 200 feet west of Goldenrod Lane to Teel Parkway	7:20 AM to 8:05 AM 2:55 PM to 3:40 PM	20	
Goldenrod Lane	From 200 feet south of Freeman Way to Ironwood Drive	7:20 AM to 8:05 AM 2:55 PM to 3:40 PM	20	
Ironwood Drive	From 200 feet west of Goldenrod Lane to Teel Parkway	7:20 AM to 8:05 AM 2:55 PM to 3:40 PM	20	
Old Rosebud Lane	From 200 feet west of Goldenrod Lane to Goldenrod Lane	7:20 AM to 8:05 AM 2:55 PM to 3:40 PM	20	
Rock Springs Drive	From 200 feet north of Ironwood Drive to Ironwood Drive	7:20 AM to 8:05 AM 2:55 PM to 3:40 PM	20	
Seven Oaks Drive	From 220 feet south of Freeman Way to Freeman Way	7:20 AM to 8:05 AM 2:55 PM to 3:40 PM	20	
Teel Parkway	7:20 AM to 8:05 AM 2:55 PM to 3:40 PM	20		
	to 300 feet south of Freeman Way 2:55 PM to 3:40 PM Cockrell Elementary School			
Cliff Creek Drive	From 130 feet southwest of PISD school property to Evergreen Drive	7:20 AM to 8:05 AM 2:55 PM to 3:40 PM	20	
Escalante Trail	From Whitley Place Drive to Prosper Trail	7:20 AM to 8:05 AM 2:55 PM to 3:40 PM	20	
Evergreen Drive	From 130 feet southwest of Orchard Grove Drive to Cliff Creek Drive	7:20 AM to 8:05 AM 2:55 PM to 3:40 PM	20	
Fisher Road	From Escalante Drive to 205 feet east of Escalante Drive	7:20 AM to 8:05 AM 2:55 PM to 3:40 PM	20	
Mesa Drive	From Escalante Drive to 200 feet east of Escalante Drive	7:20 AM to 8:05 AM 2:55 PM to 3:40 PM	20	
Orchard Grove Drive	From Evergreen Drive to Escalante Trail	7:20 AM to 8:05 AM 2:55 PM to 3:40 PM	20	
Prosper Trail	From 750 feet west of Escalante Trail to 300 feet east of Escalante Trail	7:20 AM to 8:05 AM 2:55 PM to 3:40 PM	20	
Red Wing Drive	From Escalante Drive to 215 feet east of Escalante Drive	7:20 AM to 8:05 AM 2:55 PM to 3:40 PM	20	
Whitley Place Drive	From 150 feet southwest of Escalante Trail to 150 feet northeast of Escalante Trail	7:20 AM to 8:05 AM 2:55 PM to 3:40 PM	20	

	Folsom Elementary School		
Amistad Drive	7:20 AM to 8:00 AM 2:55 PM to 4:20 PM	20	
Amistad Drive	From La Cima Boulevard to 190 feet southeast of La Cima Boulevard	7:20 AM to 8:00 AM 2:55 PM to 4:20 PM	20
Arrowhead Drive	From La Cima Boulevard to 120 feet southeast of La Cima Boulevard	7:20 AM to 8:00 AM 2:55 PM to 4:20 PM	20
Arrowhead Drive	From 270 feet northwest of Sommerville Drive to Sommerville Drive	7:20 AM to 8:05 AM 2:55 PM to 3:40 PM	20
Buffalo Springs Drive	From 200 feet north of Cedar Lake Drive to 185 feet south of Cedar Lake Drive	7:20 AM to 8:05 AM 2:55 PM to 3:40 PM	20
Calaveras Court	From 260 feet northwest of Sommerville Drive to Sommerville Drive	7:20 AM to 8:05 AM 2:55 PM to 3:40 PM	20
Cedar Lake Drive	From 135 feet west of Buffalo Springs Drive to White River Drive	7:20 AM to 8:05 AM 2:55 PM to 3:40 PM	20
La Cima Boulevard	From 255 feet southwest of Amistad Drive to 260 feet northeast of Amistad Drive	7:20 AM to 8:00 AM 2:55 PM to 4:20 PM	20
La Cima Boulevard	From 300 feet southwest of Arrowhead Drive to 300 feet northeast of Arrowhead Drive	7:20 AM to 8:00 AM 2:55 PM to 4:20 PM	20
Livingston Drive	From 180 feet northwest of Salada Drive to Twin Buttes Drive	7:20 AM to 8:05 AM 2:55 PM to 3:40 PM	20
Monticello Drive	From 130 feet northwest of La Cima Boulevard to La Cima Boulevard	7:20 AM to 8:00 AM 2:55 PM to 4:20 PM	20
Salada Drive	From Livingston Drive to 175 feet northeast of Livingston Drive	7:20 AM to 8:05 AM 2:55 PM to 3:40 PM	20
Sommerville Drive	From White River Drive to Livingston Drive	7:20 AM to 8:05 AM 2:55 PM to 3:40 PM	20
Texana Drive	From Livingston Drive to 180 feet northeast of Livingston Drive	7:20 AM to 8:05 AM 2:55 PM to 3:40 PM	20
Twin Buttes Drive	From Livingston Drive to 170 feet northeast of Livingston Drive	7:20 AM to 8:05 AM 2:55 PM to 3:40 PM	20
White River Drive	From 190 feet south of Cedar Lake Drive to 280 feet north of Sommerville Drive	7:20 AM to 8:05 AM 2:55 PM to 3:40 PM	20
	Hall Elementary School		
Big Sky Drive	From Edgewood Lane to 130 feet west of Edgewood Lane	7:20 AM to 8:05 AM 2:55 PM to 3:40 PM	20
Edgewood Lane	From Kessler Drive to 130 feet south of Big Sky Drive	7:20 AM to 8:05 AM 2:55 PM to 3:40 PM	20
Gentle Knoll Lane	From Star Meadow Drive to 200 feet north of Star Meadow Drive	7:20 AM to 8:05 AM 2:55 PM to 3:40 PM	20
Glendover Drive	From Kessler Drive to 240 feet south of Kessler Drive	7:20 AM to 8:05 AM 2:55 PM to 3:40 PM	20
Kessler Drive	From Star Trail Parkway to Edgewood Lane	7:20 AM to 8:05 AM 2:55 PM to 3:40 PM	20
Legacy Drive	From 300 feet north of Star Meadow Drive to 850 feet south of Star Meadow Drive	7:20 AM to 8:05 AM 2:55 PM to 3:40 PM	20

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Pine Leaf Lane	From 265 feet east of Copper Canyon Drive to Copper Canyon Drive	7:20 AM to 8:05 AM 2:55 PM to 3:40 PM	20
Porosa Lane	From 200 feet west of Redstem Drive to Redstem Drive	7:20 AM to 8:05 AM 2:55 PM to 3:40 PM	20
Prairie Clover Lane	From 265 feet east of Copper Canyon Drive to Copper Canyon Drive	7:20 AM to 8:05 AM 2:55 PM to 3:40 PM	20
Redstem Drive	From 125 feet south of Marigold Lane to First Street	7:20 AM to 8:05 AM 2:55 PM to 3:40 PM	20
Sweet Clover Drive	From 265 feet east of Copper Canyon Drive to Copper Canyon Drive	7:20 AM to 8:05 AM 2:55 PM to 3:40 PM	20
	Cheek Middle School		
Denton Way	From 1,500 east of FM 1385 to 1,850 north of Gee Road	7:45 AM to 8:30 AM 3:30 PM to 4:15 PM	20
	Moseley Middle School		
Avocet Lane	From 225 feet west of Eider Road to Teel Parkway	7:50 AM to 8:35 AM 3:25 PM to 4:10 PM	20
Chickadee Street	From 200 feet south of Avocet Lane to Avocet Lane	7:50 AM to 8:35 AM 3:25 PM to 4:10 PM	20
Crescent Lane	From 200 feet south of Avocet Lane to Avocet Lane	7:50 AM to 8:35 AM 3:25 PM to 4:10 PM	20
Eider Road	From Parvin Road to Avocet Lane	7:50 AM to 8:35 AM 3:25 PM to 4:10 PM	20
Kestrel Street	From 200 feet west of Eider Road to Eider Road	7:50 AM to 8:35 AM 3:25 PM to 4:10 PM	20
Lupine Road	From 200 feet south of Avocet Lane to Avocet Lane	7:50 AM to 8:35 AM 3:25 PM to 4:10 PM	20
Manfreda Street	From 200 feet south of Avocet Lane to Avocet Lane	7:50 AM to 8:35 AM 3:25 PM to 4:10 PM	20
Parvin Road	From 300 feet west of Eider Road to 525 feet west of Teel Parkway	7:50 AM to 8:35 AM 3:25 PM to 4:10 PM	20
Raftel Road	From 200 feet south of Avocet Lane to Avocet Lane	7:50 AM to 8:35 AM 3:25 PM to 4:10 PM	20
Teel Parkway	From Parvin Road to 300 feet south of Avocet Lane	7:50 AM to 8:35 AM 3:25 PM to 4:10 PM	20
	Reynolds Middle School		
Church Street	From 30 feet north of Eighth Street to PISD school property	7:50 AM to 8:35 AM 3:25 PM to 4:10 PM	20
Coleman Street	From 160 feet north of Gorgeous Drive to 60 feet south of Wilson Drive	7:50 AM to 8:35 AM 3:25 PM to 4:10 PM	20

Rogers Middle School				
Coit Road	7:35 AM to 8:35 AM 3:25 PM to 4:10 PM	20		
Richland Boulevard	From 300 feet west of Coit Road to 1,150 feet east of Coit Road	7:35 AM to 8:35 AM 3:25 PM to 4:10 PM	20	
	Rushing Middle School			
Chaucer Drive	From First Street to Clearwater Drive	7:20 AM to 8:35 AM 2:55 PM to 4:10 PM	20	
Clearwater Drive	From 300 feet east of Chaucer Drive to Grove Vale Drive	7:20 AM to 8:35 AM 2:55 PM to 4:10 PM	20	
First Street	From 300 feet west of Chaucer Drive to 190 feet west of Winsor Dr.	7:20 AM to 8:35 AM 2:55 PM to 4:10 PM	20	
Grove Vale Drive	From 30 feet south of Clearwater Drive to Clearwater Drive	7:20 AM to 8:35 AM 2:55 PM to 4:10 PM	20	
	Prosper High School			
Coleman Street	From 110 feet east of Talon Lane to 1,900 feet east of Talon Lane	8:20 AM to 9:05 AM 4:00 PM to 4:45 PM	20	
Frontier Parkway From 3,930 feet west of SH 289 (Preston Road) to 3,305 feet west of SH 289 (Preston Road)		8:20 AM to 9:05 AM 4:00 PM to 4:45 PM	20	
Prince William Lane	From Coleman Street to 100 feet south of Coleman Street	8:20 AM to 9:05 AM 4:00 PM to 4:45 PM	20	
	Richland High School			
First Street	From 300 feet west of Artesia Boulevard to 300 feet east of Artesia Boulevard	8:20 AM to 9:05 AM 4:00 PM to 4:45 PM	20	
Pine Leaf Lane	From 200 feet west of Teel Parkway to Teel Parkway	8:20 AM to 9:05 AM 4:00 PM to 4:45 PM	20	
Prairie Drive	From 450 feet east of Teel Parkway to 3,125 feet east of Teel Parkway	8:20 AM to 9:05 AM 4:00 PM to 4:45 PM	20	
Teel Parkway	From 300 feet south of Prairie Drive to 300 feet north of Pine Leaf Lane	8:20 AM to 9:05 AM 4:00 PM to 4:45 PM	20	
White Clover Lane	From 200 feet west of Teel Parkway to Teel Parkway	8:20 AM to 9:05 AM 4:00 PM to 4:45 PM	20	
	Walnut Grove High School			
First Street	From 1,300 west of Granite Shoal Drive to 300 feet east of Wildcat Way	8:20 AM to 9:05 AM 4:00 PM to 4:45 PM	20	
Granite Shoal Drive	From First Street to 200 feet north of First Street	8:20 AM to 9:05 AM 4:00 PM to 4:45 PM	20	
Wildcat Way	From 200 feet north of First Street to south end of roadway	8:20 AM to 9:05 AM 4:00 PM to 4:45 PM	20	

SECTION 3

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

SECTION 4

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

SECTION 5

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

SECTION 6

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 22ND DAY OF JULY, 2025.

APPROVED.

	ALL ROVES.	
	David F. Bristol, Mayor	
ATTEST:		
Michelle Lewis Sirianni, Town Secretary		
APPROVED AS TO FORM AND LEGALITY:		
Terrence S Welch Town Attorney		



ADMINISTRATION

To: Mayor and Town Council

From: Chuck Ewings, Assistant Town Manager

Through: Mario Canizares, Town Manager

Re: Joint Resolution Critical TxDOT Infrastructure Projects

Town Council Meeting – July 22, 2025

Strategic Visioning Priority: 1. Acceleration of Infrastructure

Agenda Item:

Consider and act upon a Joint Resolution with Aubrey, Celina, Pilot Point, Providence Village and Prosper urging the Texas Department of Transportation to expedite funding for critical infrastructure projects.

Description of Agenda Item:

The City of Aubrey is requesting several jurisdictions, including the Town of Prosper, approve a joint resolution urging the Texas Department of Transportation (TxDOT) to expedite funding for expansion projects for FM 1385, FM 2931, and US 377. These roadways are experiencing severe congestion and funding is not anticipated to be available for construction until 2030 at the earliest.

These projects are currently in design and could conceivably be ready for construction prior to 2030. Since congestion is expected to only worsen, the joint resolution asks TxDOT to consider advancing these projects sooner.

Budget Impact:

There are no budgetary impacts affiliated with this item.

Legal Obligations and Review:

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

Attached Documents:

1. Joint Resolution

Town Staff Recommendation:

Town Staff recommend that the Town Council approve the Joint Resolution as proposed.

Proposed Motion:

I move to approve a Joint Resolution with Aubrey, Celina, Pilot Point, Providence Village and Prosper urging the Texas Department of Transportation to expedite funding for critical infrastructure projects.

A JOINT RESOLUTION OF THE CITY AND TOWN COUNCILS OF THE CITIES OF AUBREY, CELINA, PILOT POINT, AND THE TOWNS OF PROVIDENCE VILLAGE AND PROSPER URGING THE TEXAS DEPARTMENT OF TRANSPORTATION AND STATE LEADERS TO EXPEDITE FUNDING FOR CRITICAL TRANSPORTATION PROJECTS.

WHEREAS, the Cities of Aubrey, Celina, Pilot Point, and the Towns of Providence Village and Prosper are among the fastest-growing communities in North Texas, experiencing rapid residential and commercial development that is placing extraordinary demand on local and regional transportation infrastructure; and

WHEREAS, Farm-to-Market Roads 1385 and 2931, and U.S. Highway 377 are essential transportation corridors that serve the commuting, educational, commercial, and emergency response needs of our collective populations; and

WHEREAS, existing roadway conditions along these corridors—originally designed to accommodate rural traffic volumes—have become increasingly unsafe and inefficient due to high congestion, extended delays, and hazardous traffic conditions; and

WHEREAS, the Texas Department of Transportation (TxDOT) is actively advancing improvement projects for:

- FM 1385 (Phases 1–3), to widen the roadway from a 2-lane rural section to a 6-lane urban facility;
- FM 2931, to widen from a 2-lane rural section to a 6-lane urban arterial (interim 4 lanes); and
- U.S. 377 North, to reconstruct and widen the existing facility to a 6-lane divided urban arterial with raised median; and

WHEREAS, each of these projects has received environmental clearance and is progressing through the design, engineering, and right-of-way acquisition phases; however, all remain unfunded for construction and have "ready to let" dates set far into the future—some extending to the year 2030—due to the lack of construction funding; and

WHEREAS, the continued deferral of construction funding threatens the safety, mobility, and economic vitality of the region, and demands urgent action to prevent further deterioration of traffic conditions.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCILS OF THE CITIES OF AUBREY, CELINA, PILOT POINT, AND THE TOWN COUNCILS OF PROVIDENCE VILLAGE AND PROSPER, TEXAS THAT:

SECTION 1

The governing bodies hereby express their **joint and unified support** for the immediate prioritization and **expedited funding** of the FM 1385, FM 2931, and U.S. 377 improvement projects.

SECTION 2

The governing bodies respectfully **urge the Texas Department of Transportation, the Texas Transportation Commission, and State Representative Leaders** to work

collaboratively to accelerate the construction timelines for these essential regional transportation improvements.

SECTION 3

The governing bodies affirm that these transportation projects are of **critical regional importance** and represent a top priority for our communities. We remain committed to working collaboratively to **raise public awareness**, **support planning efforts**, and ensure that the urgency of these improvements is clearly communicated to state decision-makers and the broader public.

SECTION 4

A copy of this Resolution will be forwarded to the Texas Department of Transportation, the Texas Transportation Commission, and Legislative Representatives, along with supporting documentation summarizing the scope and status of the referenced projects.

SECTION 5

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 22ND DAY OF JULY, 2025.

	David F. Bristol, Mayor
ATTEST:	
Michelle Lewis Sirianni, Town Secretary	
APPROVED AS TO FORM AND LEGALITY:	
Terrence S. Welch, Town Attorney	

CITY OF AUBREY RESOLUTION NO	<u> </u>
PASSED AND APPROVED by the City Cou, 2025.	ncil of the City of Aubrey this day of
APPROVED:	ATTEST:
Chris Rich, Mayor	Jenny Hicks, City Secretary

CITY OF CELINA RESOLUTION NO	<u> </u>
PASSED AND APPROVED by the City Cou, 2025.	uncil of the City of Celina this day of
APPROVED:	ATTEST:
Ryan Tubbs, Mayor	Ashley Owens, City Secretary

Item 15.

CITY OF PILOT POINT RESOLUTION NO	
PASSED AND APPROVED by the City Coun., 2025.	cil of the City of Pilot Point this day of
APPROVED:	ATTEST:
Chad Major, Mayor	Lenette Cox, City Secretary

Item 15.

PASSED AND APPROVED by the Town Council of the Town of Providence Village this _____ day of _____, 2025. APPROVED: ATTEST: Linda Inman, Mayor Hilary McConnell, City Secretary



TOWN MANAGER'S OFFICE

To: Mayor and Town Council

From: Bob Scott, Deputy Town Manager & Chris Landrum, Finance Director

Through: Mario Canizares, Town Manager

Re: Bond Committee Recommendation for a November Bond Election

Town Council Meeting -July 22, 2025

Strategic Visioning Priority: 1. Acceleration of Infrastructure

4. Provide Excellent Municipal Services

Agenda Item:

Receive and discuss the Bond Committee recommendation for a November 4, 2025, Bond Election.

Description of Agenda Item:

On September 24, 2024, the Town Council appointed ten Prosper residents and three Council Members to work with Town staff to identify capital improvement projects in line with the Town's Strategic Vision to place on the November 4th ballot. The \$210 million debt approved in the 2020 bond election is expected to be issued by 2026 with a 2025 Bond Election allowing the Town to continue its capital project initiatives without delay.

Since that time, the committee has met seven times to review possible projects. Their work included touring existing Town facilities hearing and discussing detailed presentations by Town staff regarding capital needs and touring facilities of other municipalities. At this time, Bond Committee Chair Kevin Greene will be presenting the Committee's recommendation for consideration by the Town Council. Following consideration by the Council including any Council directed modifications to the recommendation, the Council will be asked to call the Bond Election at the August 12, 2025, meeting.

Budget Impact:

Per Council instructions, these recommendations have been developed as a "no tax rate increase election" meaning that only debt issuance that can be made within the current debt service tax rate will be made. However, as the Town's Assessed Valuation increases debt service requirements will also increase over time. In addition to these debt service impacts, bonds for additional facilities will also eventually impact the Town's Maintenance and Operations (M & O) budget. Staff will incorporate these impacts into its multi-year budget projection and include projections of both debt service and M & O for each proposed project for consideration by the committee.

Legal Obligations and Review:

Item 16.

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

Attached Documents:

1. Draft Referendums

Staff Recommendation

Town Staff requests feedback regarding the recommendation from the Bond Committee.

Possible Referendum Questions and Amounts \$183,800,000 Total Election

Referendum Question 1-Streets

\$84,300,000 for the purpose of designing, constructing, reconstructing, improving, extending, expanding, upgrading and developing streets, roads, sidewalks, thoroughfares and related improvements in the Town, including pedestrian right of ways, related drainage, utility relocation, signalization, landscaping, lighting, and signage, and the purchase of land, any necessary rights-of-way and other costs related to such street and road projects

Referendum Question 2-Police

\$29,000,000 for the purpose of constructing, installing, acquiring and equipping additions, extensions, renovations and improvements to the police headquarters, with any surplus proceeds remaining after completion of such project to be used for the construction, acquisition, renovation and equipment of other public safety facilities in the Town

Referendum Question 3-Library

\$34,200,000 for the purpose of constructing and equipping a new library facility separate from Town Hall with any excess funds used to assist in the relocation of existing library from Town Hall.

Referendum Question 4-Parks and Recreation

\$24,000,000 for the purpose of enhancing current Parks and Recreation offerings by designing, constructing, improving, equipping of parks, trails, bridges and sports fields and courts and other recreational facilities

Referendum Question 5- Public Works/Parks Service Center

\$10,000,000 for the purpose of designing, constructing and equipping a permanent public works and parks service center at the current service center location

Referendum Question 6- Historic Silo Renovations

\$2,300,000 for the purpose of repairing, preserving and improving the three historic silos located west of the railroad tracks and to the southwest of the end of Broadway Street



ENGINEERING SERVICES

To: Mayor and Town Council

From: Lindy M. Higginbotham, P.E., Senior Engineer

Through: Mario Canizares, Town Manager

Chuck Ewings, Assistant Town Manager

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

Pete Anaya, P.E., Assistant Director of Engineering - Capital Projects

Re: Bid Award: Coit Road (First - Prosper Trail) Paving and Drainage Improvements

Town Council Meeting – July 22, 2025

Strategic Visioning Priority: 1. Acceleration of Infrastructure

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a Construction Agreement awarding CSP No. 2025-13-B to DDM Construction Corporation, related to the Coit Road (First - Prosper Trail) Paving and Drainage Improvements project, for \$10,377,272 and authorize \$500,000 for construction phase contingencies. The total purchase order amount is \$10,877,272.

Description of Agenda Item:

On June 12, 2025, at 2:00 PM, eight (8) Competitive Sealed Proposals were received for the Coit Road (First - Prosper Trail) Paving and Drainage Improvements project (1710-ST). This project is the first of two phases of the overall planned improvements to Coit Road from First to Frontier Parkway. With utility relocations complete between First and Prosper Trail ahead of the current relocations underway between Prosper Trail and Frontier Parkway, along with the coordination of the traffic signal relocation at Frontier Parkway with the Texas Department of Transportation, the project was split into two phases to accelerate the construction between First and Prosper Trail. The second phase, between Prosper Trail and Frontier Parkway, is anticipated to be bid by the end of this year with construction underway the first of 2026.

The project was advertised using the Competitive Sealed Proposal Construction alternative procurement method to allow the Town to award the project to the contractor that offers the best value proposal based on the following criteria, which include standard percentages based on direction from the Town Council:

- Qualifications and Experience (10%)
 - o Outline contractor and subcontractor experience with similar projects.
 - Outline qualifications of key personnel assigned to this project.
 - Provide references.
- Project Timeline (25%)
- Cost Proposal (65%)

Item 17.

The verified proposal totals ranged between \$10,377,271.50 and \$14,055,384.39. The Engineer Estimate was \$10,684,645. The proposal's final completion times ranged from 240 calendar days to 645 calendar days.

DDM Construction Corporation was the firm that ranked the highest after consideration of Costs, Time, and Qualifications with a cost of \$10,377,271.50, and a project timeline of 360 calendar days. DDM Construction Corporation successfully completed the Teel/ US 380 Intersection Improvements project, and the Preston Road/Prosper Trail, Coit Road/US 380 Dual Left Turn Lane projects. Staff checked the references provided and received positive feedback.

Budget Impact:

The construction budget for both phases of the overall planned improvements to Coit Road from First Street to Frontier Parkway is \$24,000,000 in Account No. ST201710-CONST-CONST and includes the \$2,800,000 grant from Collin County for the project. The cost for the construction of this phase of the project is \$10,377,271.50. The contingency amount of \$500,000 will be used during the construction phase to address field changes or adjust quantities during construction. The use of the contingency fund will be documented with change order requests negotiated between staff and the contractor as construction progresses.

Legal Obligations and Review:

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

Attachments:

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

Town Staff Recommendation:

Town staff recommend that the Town Council authorize the Town Manager to execute a Construction Agreement awarding CSP No. 2025-13-B to DDM Construction Corporation, related to the Coit Road (First - Prosper Trail) Paving and Drainage Improvements project, for \$10,377,272 and authorize \$500,000 for construction phase contingencies. The total purchase order amount is \$10,877,272.

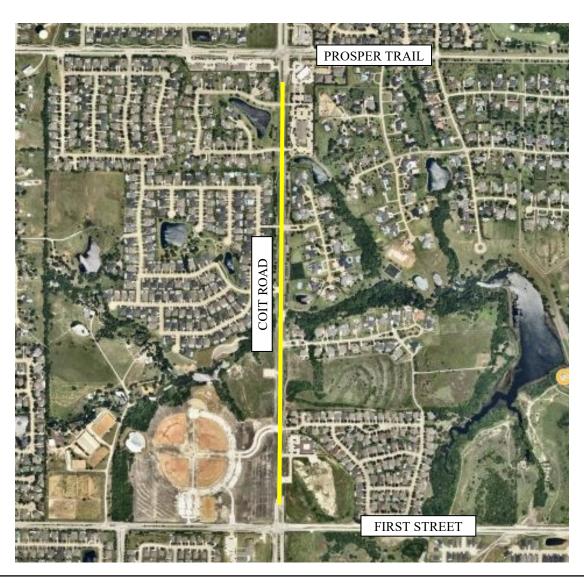
Proposed Motion:

I move to authorize the Town Manager to execute a Construction Agreement awarding CSP No. 2025-13-B to DDM Construction Corporation, related to the Coit Road (First - Prosper Trail) Paving and Drainage Improvements project, for \$10,377,272 and authorize \$500,000 for construction phase contingencies. The total purchase order amount is \$10,877,272.

LOCATION MAP



Coit Road (First—Prosper Trail) Paving and Drainage Improvements





TOWN OF PROSPER PROPOSAL TABULATION SUMMARY

Solicitation Number CSP No. 2025-13-B
Coit Road Paving and Drainage Improvements

Solicitation Title

Close Date 6/12/2025 at 2:00PM

Responding Supplier	City	State	Response Submitted	Response Total	Total Days
Axis Contracting, Inc.	Dallas	TX	6/12/2025 11:06:07 AM (CT)	\$13,966,682.06	480
DDM Construction Corporation	Addison	TX	6/12/2025 01:19:08 PM (CT)	\$10,377,271.50	360
Mario Sinacola & Sons Excavating, Inc.	Frisco	TX	6/12/2025 01:14:21 PM (CT)	\$10,981,152.21	330
McMahon Contracting LP	Grand Prairie	TX	6/12/2025 12:42:50 PM (CT)	\$10,823,851.75	293
Texas Sterling Construction Co.	Euless	TX	6/12/2025 12:53:24 PM (CT)	\$14,055,384.39	645
Tiseo Paving Co.	Mesquite	TX	6/12/2025 12:00:41 PM (CT)	\$11,333,044.70	365
Urban Infraconstruction LLC	FORT WORTH	TX	6/12/2025 01:51:53 PM (CT)	\$11,033,992.83	365
Zachry Construction Corporation	Grand Prairie	TX	6/12/2025 01:51:42 PM (CT)	\$12,961,267.00	240

**All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received will be available for inspection at that time.

Certified by:

Jay Carter, NIGP-CPP, CPPB, C.P.M.

Purchasing Manager

Town of Prosper, Texas

Certified on:

June 12, 2025

CONSTRUCTION AGREEMENT

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

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

CSP NO. 2025-13-B COIT ROAD (E. FIRST STREET TO E. PROSPER TRAIL) PAVING AND DRAINAGE IMPROVEMENTS

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

A. Contract Documents and Order of Precedence

The Contract Documents shall consist of the following documents:

- 1. this Construction Agreement;
- 2. properly authorized change orders;
- 3. the Special Conditions of this Contract;
- 4. the General Conditions of this Contract;
- 5. the Technical Specifications & Construction Drawings of this Contract;
- 6. the OWNER's Standard Construction Details;
- 7. the OWNER's Standard Construction Specifications;
- 8. the OWNER's written notice to proceed to the CONTRACTOR;
- 9. the Contractor's Cost Proposal;
- 10. any listed and numbered addenda;
- 11. the Performance, Payment, and Maintenance Bonds; and,
- 12. any other proposal materials distributed by the Owner that relate to the Project.

These Contract Documents are incorporated by reference into this Construction Agreement as if set out here in their entirety. The Contract Documents are intended to be complementary; what is called for by one document shall be as binding as if called for by all Contract Documents. It is specifically provided, however, that in the event of any inconsistency in the Contract Documents, the inconsistency shall be

resolved by giving precedence to the Contract Documents in the order in which they are listed herein above. If, however, there exists a conflict or inconsistency between the Technical Specifications and the Construction Drawings it shall be the Contractor's obligation to seek clarification as to which requirements or provisions control before undertaking any work on that component of the project. Should the Contractor fail or refuse to seek a clarification of such conflicting or inconsistent requirements or provisions prior to any work on that component of the project, the Contractor shall be solely responsible for the costs and expenses - including additional time - necessary to cure, repair and/or correct that component of the project.

B. Total of Payments Due Contractor

For performance of the Work in accordance with the Contract Documents, the Owner shall pay the Contractor in current funds an amount not to exceed **Ten million three hundred seventy-seven thousand two hundred seventy-one dollars and fifty cents (\$10,377,271.50).** This amount is subject to adjustment by change order in accordance with the Contract Documents.

C. Dates to Start and Complete Work

Contractor shall begin work within ten (10) calendar days after receiving a written Notice to Proceed or written Work Order from the Owner. All Work required under the Contract Documents shall be substantially completed within 330 calendar days after the date of the Notice to Proceed for the base proposal. Within 30 additional calendar days after Substantial Completion, all outstanding issues shall be addressed and ready for final payment.

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

For the purpose of tracking time, issuing payment of retainage, and assessing liquidated damages, Substantial Completion shall be defined as the date upon which all scheduled bid items included in the Contract have been constructed or installed completely to allow all facilities to function as designed and the Contractor has made a request for a final walk-through inspection with the Owner's Construction Superintendent, CIP Program Manager, Engineer, and other representatives.

For the purpose of tracking time, issuing payment of retainage, and assessing liquidated damages, Final Completion shall be defined as the date upon which all items identified during the final walk-through inspection as being incomplete or not functioning as designed (the "punch list") have been completed or corrected and the Contractor has requested final acceptance of the Project.

D. CONTRACTOR'S INDEMNITY TO THE OWNER AND OTHERS

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

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

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

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

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

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

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

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

E. Insurance Requirements

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

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

re: CSP NO. 2025-13-B COIT ROAD (E. FIRST STREET TO E. PROSPER TRAIL) PAVING AND DRAINAGE IMPROVEMENTS

1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

2. Minimum Limits of Insurance

Contractor shall maintain throughout contract limits not less than:

- a. Commercial General Liability: \$1,000,000 per occurrence / \$2,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy will include coverage for:
 - 1) Premises / Operations
 - 2) Broad Form Contractual Liability
 - 3) Products and Completed Operations
 - 4) Personal Injury
 - 5) Broad Form Property Damage
 - 6) Explosion Collapse and Underground (XCU) Coverage.
- b. Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 per injury, \$300,000 per occurrence, and \$100,000 per occupational disease.
- c. Automobile Liability: \$1,000,000 Combined Single Limit. Limits can only be reduced if approved by the Town. Automobile liability shall apply to all owned, hired and nonowned autos.
- d. Builders' Risk Insurance: Completed value form, insurance carried must be equal to the completed value of the structure. Town shall be listed as Loss Payee.
- e. \$1,000,000 Umbrella Liability Limit that follows form over underlying Automobile Liability, General Liability, and Employers Liability coverages.
- Deductible and Self-Insured Retentions

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

4. Other Insurance Provisions

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

a. General Liability and Automobile Liability Coverage

- The Town, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the contractor, products and completed operations of the contractor, premises owned, occupied or used by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.
- 2) The contractor's insurance coverage shall be primary insurance in respects to the Town, its officers, officials, employees and volunteers. Any insurance or self- insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the contractor's insurance and shall not contribute with it.
- 3) Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Town, its officers, officials, employees, boards and commissions or volunteers.
- 4) The contractor's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured's limits of liability.
- b. Workers' Compensation and Employer's Liability Coverage

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

c. All Coverages

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

5. Acceptability of Insurers

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

6. Verification of Coverage

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

F. Performance, Payment and Maintenance Bonds

The Contractor shall procure and pay for a Performance Bond applicable to the work in the amount of one hundred fifteen percent (115%) of the total proposed price, and a Payment Bond applicable to the work in the amount of one hundred percent (100%) of the total proposed price. The Contractor shall also procure and pay for a Maintenance Bond applicable to the work in the amount of one hundred percent (100%) of the total proposed price. The period of the Maintenance Bond shall be two years from the date of acceptance of all work done under the contract, to cover the guarantee as set forth in this Construction Agreement. The performance, payment and maintenance bonds shall be issued in the form attached to this Construction Agreement as Exhibits A, B and C. Other performance, payment and maintenance bond forms shall not be accepted. Among other things, these bonds shall apply to any work performed during the two-year warranty period after acceptance as described in this Construction Agreement.

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

G. Progress Payments and Retainage

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

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

- 1. copies of documents reasonably necessary to aid the Owner in preparing an estimate of the value of Work properly completed;
- full or partial releases of liens, including releases from subcontractors providing materials or delivery services relating to the Work, in a form acceptable to the Owner releasing all liens or claims relating to goods and services provided up to the date of the most recent previous progress payment;
- 3. an updated and current schedule clearly detailing the project's critical path elements; and
- 4. any other documents required under the Contract Documents.

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

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

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

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

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

H. Withholding Payments to Contractor

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

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

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

I. Acceptance of the Work

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

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

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

J. Acceptance of Erosion Control Measures

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

K. Final Payment

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

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

Final payment to the Contractor shall not be due until the Contractor provides original full releases of liens from the Contractor and its subcontractors, or other evidence satisfactory to the Owner to show that all sums due for labor, services, and materials furnished for or used in connection with the Work have been paid or shall be paid with the final payment. To ensure this result, Contractor consents to the issuance of the final payment in the form of joint checks made payable to Contractor and others. The Owner may, but is not obligated to issue final payment using joint checks.

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

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

L. Contractor's Warranty

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

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

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

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

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

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

The Owner may make as many warranty inspections as it deems appropriate.

M. Compliance with Laws

The Contractor shall be responsible for ensuring that it and any subcontractors performing any portion of the Work required under the Contract Documents comply with all applicable federal, state, county, and municipal laws, regulations, and rules that relate in any way to the performance and completion of the Work. This provision applies whether or not a legal requirement is described or referred to in the Contract Documents.

Ancillary/Integral Professional Services: In selecting an architect, engineer, land surveyor, or other professional to provide professional services, if any, that are required by the Contract Documents, Contractor shall not do so on the basis of competitive bids but shall make such selection on the basis of demonstrated competence and qualifications to perform the services in the manner provided by Section 2254.004 of the Texas Government Code and shall so certify to the Town the Contractor's agreement to comply with this provision with Contractor's bid.

N. "Anti-Israel Boycott" Provision

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

O. 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.

P. 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.

Q. Other Items

The Contractor shall sign the Construction Agreement, and deliver signed performance, payment and maintenance bonds and proper insurance policy endorsements (and/or other evidence of coverage) within ten (10) calendar days after the Owner makes available to the Contractor copies of the Contract Documents for signature.

The Construction Agreement "effective date" shall be the date on which the Town Council acts to approve the award of the Contract for the Work to Contractor. It is expressly provided, however, that the Town Council delegates the authority to the Town Manager or his designee to rescind the Contract award to Contractor at any time before the Owner delivers to the Contractor a copy of this Construction Agreement that bears the signature of the Town Manager and Town Secretary or their authorized designees. The purpose of this provision is to ensure:

- 1. that Contractor timely delivers to the Owner all bonds and insurance documents; and
- 2. that the Owner retains the discretion not to proceed if the Town Manager or his designee determines that information indicates that the Contractor was not the lowest responsible bidder or that the Contractor cannot perform all of its obligations under the Contract Documents.

THE CONTRACTOR AGREES THAT IT SHALL HAVE NO CLAIM OR CAUSE OF ACTION OF ANY KIND AGAINST OWNER, INCLUDING A CLAIM FOR BREACH OF CONTRACT, NOR SHALL THE OWNER BE REQUIRED TO PERFORM UNDER THE CONTRACT DOCUMENTS, UNTIL THE DATE THE OWNER DELIVERS TO THE CONTRACTOR A COPY OF THE CONSTRUCTION AGREEMENT BEARING THE SIGNATURES JUST SPECIFIED.

The Contract Documents shall be construed and interpreted by applying Texas law. Exclusive venue for any litigation concerning the Contract Documents shall be Collin County, Texas.

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

Although the Construction Agreement has been drafted by the Owner, should any portion of the Construction Agreement be disputed, the Owner and Contractor agree that it shall not be construed more favorably for either party.

The Contract Documents are binding upon the Owner and Contractor and shall insure to their benefit and as well as that of their respective successors and assigns.

If Town Council approval is not required for the Construction Agreement under applicable law, then the Construction Agreement "effective date" shall be the date on which the Town Manager and Town Secretary or their designees have signed the Construction Agreement. If the Town Manager and Town Secretary sign on different dates, then the later date shall be the effective date.

[Signatures continued on following page.]

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TOWN OF PROSPER, TEXAS

3y:	Zackery	Markwardt
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Title: President & CEO

Date: 7/10/2025

Address:

306 W. Overly Drive

Lake Dallas, TX 75065

Phone: (940) 726-1121

Email: <u>Estimators@ddmcc.net</u>

By: MARIO CANIZARES

Title: Town Manager

Date:

Address:

250 W. First St.

P.O. Box 307

Prosper, Texas 75078

Phone: (972) 346-2640

Email: mcanizares@prospertx.gov

ATTEST:

MICHELLE LEWIS SIRIANNI Town Secretary



ENGINEERING SERVICES

To: Mayor and Town Council

From: Lindy M. Higginbotham, P.E., Senior Engineer

Through: Mario Canizares, Town Manager

Chuck Ewings, Assistant Town Manager

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

Pete Anaya, P.E., Assistant Director of Engineering - Capital Projects

Re: Professional Services Agreement

Coit Road (First-Prosper Trail) Paving and Drainage Improvements

Town Council Meeting – July 22, 2025

Strategic Visioning Priority: 1. Acceleration of Infrastructure

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a Professional Services Agreement between Geotex Engineering, LLC, and the Town of Prosper, Texas, related to professional construction materials testing and observation services for the Coit Road (First - Prosper Trail) Paving and Drainage Improvements project for \$239,028.

Description of Agenda Item:

At the July 22, 2025, Town Council meeting, the Town Council awarded DDM Construction Corporation the construction contract for the Coit Road (First - Prosper Trail) Paving and Drainage Improvements project (1710-ST). In conformance with standard practice for governmental entities, the Town of Prosper is contracting with an independent firm for professional construction materials testing and observation services instead of the selected contractor including these services in their proposals.

Construction materials testing and observation services are typically 1% to 5% of a project's construction cost depending on its scope. The proposal from Geotex Engineering, LLC, for construction materials testing and observation services is 2.30% of the CIP project's construction cost. The proposed services will be delivered on an as-needed basis and invoiced based on the actual quantity of work performed during construction. After establishing a fee schedule, the scope of services has been estimated based on standard practices and requirements for materials testing frequencies within the construction industry.

At the October 24, 2023, Town Council meeting, the Town Council approved a list of qualified firms, which included services for Geotechnical Engineering and Material Testing. Geotex Engineering, LLC (previously known as D&S Engineering Labs, Inc.) is included on the approved list.

Budget Impact: Item 18.

The estimated cost for professional construction materials testing and observation services is \$239,028. Funding to be provided from the \$24,000,000 construction budget for the Coit Road (First - Frontier Parkway) Paving and Drainage Improvements project in Account No. ST201710-CONST-CONST. The approved construction contract with DDM Construction Corporation is \$10,877,271.50 and including the professional construction materials testing and observation services agreement, there is \$12,883,700.50 remaining in the construction budget for the second phase of the overall improvements to Coit Road between Prosper Trail to Frontier Parkway.

Legal Obligations and Review:

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

Attachments:

- 1. Professional Services Agreement
- 2. Location Map

Town Staff Recommendation:

Town staff recommend that the Town Council authorize the Town Manager to execute a Professional Services Agreement between Geotex Engineering, LLC, and the Town of Prosper, Texas, related to professional construction materials testing and observation services for the Coit Road (First - Prosper Trail) Paving and Drainage Improvements project for \$239,028.

Proposed Motion:

I move to authorize the Town Manager to execute a Professional Services Agreement between Geotex Engineering, LLC, and the Town of Prosper, Texas, related to professional construction materials testing and observation services for the Coit Road (First - Prosper Trail) Paving and Drainage Improvements project for \$239,028.

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF PROSPER, TEXAS, AND GEOTEX ENGINEERING LLC FOR THE COIT ROAD (FIRST-PROSPER TRAIL) PAVING AND DRAINAGE IMPROVEMENTS PROJECT (1710-ST)

This Agreement for Professional Services, hereinafter called "Agreement," is entered into by the **Town of Prosper, Texas**, a municipal corporation, duly authorized to act by the Town Council of said Town, hereinafter called "Town," and **GEOTEX ENGINEERING LLC**, a company authorized to do business in Texas, acting through a duly authorized officer, hereinafter called "Consultant," relative to Consultant providing professional construction materials testing & observation services to Town. Town and Consultant when mentioned collectively shall be referred to as the "Parties."

WITNESSETH:

WHEREAS, Town desires to obtain professional construction materials testing & observation services in connection with the COIT ROAD (FIRST-PROSPER TRAIL) PAVING AND DRAINAGE IMPROVEMENTS PROJECT (1710-ST) hereinafter called "Project";

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

- 1. **Term of Agreement.** This Agreement shall become effective on the date of its execution by both Parties, and shall continue in effect thereafter until terminated as provided herein.
- 2. **Services to be Performed by Consultant.** The Parties agree that Consultant shall perform such services as are set forth and described in **Exhibit A Scope of Services** and incorporated herein as if written word for word. All services provided by Consultant hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of their profession. In case of conflict in the language of Exhibit A and this Agreement, this Agreement shall govern and control. Deviations from the Scope of Services or other provisions of this Agreement may only be made by written agreement signed by all Parties to this Agreement.
- 3. **Prompt Performance by Consultant**. Consultant shall perform all duties and services and make all decisions called for hereunder promptly and without unreasonable delay as is necessary to cause Consultant's services hereunder to be timely and properly performed. Notwithstanding the foregoing, Consultant agrees to use diligent efforts to perform the services described herein and further defined in any specific task orders, in a manner consistent with these task orders; however, the Town understands and agrees that Consultant is retained to perform a professional service and such services must be bound, first and foremost, by the principles of sound professional judgment and reasonable diligence.
- 4. **Compensation of Consultant.** Town agrees to pay to Consultant for satisfactory completion of all services included in this Agreement an amount not-to-exceed **Two Hundred Thirty-nine Thousand, Twenty-eight Dollars and Zero Cents** (\$239,028.00) for the Project as set forth and described in **Exhibit B Compensation Schedule** and incorporated herein as if written word for word. Hourly not to exceed fees shall be billed monthly based on hours of work that have been completed. All other not to exceed fees shall be billed monthly based on the units of work that have been completed.

Consultant agrees to submit statements to Town for professional services no more than once per month. These statements will be based upon Consultant's actual services performed and Town shall endeavor to make prompt payments. Each statement submitted by Consultant to Town shall be reasonably itemized to show the amount of work performed during that period. If Town fails to pay Consultant within sixty (60) calendar days of the receipt of

Consultant's invoice, Consultant may, after giving ten (10) days written notice to Town, suspend professional services until paid.

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

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

- 5. **Town's Obligations.** Town agrees that it will (i) designate a specific person as Town's representative, (ii) provide Consultant with any previous studies, reports, data, budget constraints, special Town requirements, or other pertinent information known to Town, when necessitated by a project, (iii) when needed, assist Consultant in obtaining access to properties necessary for performance of Consultant's work for Town, (iv) make prompt payments in response to Consultant's statements and (v) respond in a timely fashion to requests from Consultant. Consultant is entitled to rely upon and use, without independent verification and without liability, all information and services provided by Town or Town's representatives.
- 6. **Ownership and Reuse of Documents**. Upon completion of Consultant's services and receipt of payment in full therefore, Consultant agrees to provide Town with copies of all materials and documents prepared or assembled by Consultant under this Agreement and that Town may use them without Consultant's permission for any purpose relating to the Project. Any reuse of the documents not relating to the Project shall be at Town's risk. Consultant may retain in its files copies of all reports, drawings, specifications and all other pertinent information for the work it performs for Town.
- 7. **Town Objection to Personnel**. If at any time after entering into this Agreement, Town has any reasonable objection to any of Engineer's personnel, or any personnel, professionals and/or consultants retained by Engineer, Engineer shall promptly propose substitutes to whom Town has no reasonable objection, and Engineer's compensation shall be equitably adjusted to reflect any difference in Engineer's costs occasioned by such substitution.
- 8. **Insurance**. Consultant shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement applicable insurance policies as described in **Exhibit C Insurance Requirements** and incorporated herein as if written word for word. Consultant shall submit to Town proof of such insurance prior to commencing any work for Town.
- 9. Indemnification. CONSULTANT DOES HEREBY COVENANT AND AGREE TO RELEASE, INDEMNIFY AND HOLD HARMLESS TOWN AND ITS OFFICIALS, OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES AND INVITEES FROM AND AGAINST LIABILITY, CLAIMS, SUITS, DEMANDS AND/OR CAUSES OF ACTION, (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES AND COSTS OF LITIGATION), WHICH MAY ARISE BY REASON OF DEATH OR INJURY TO PROPERTY OR PERSONS BUT ONLY TO THE EXTENT OCCASIONED BY THE NEGLIGENT ACT, ERROR OR OMISSION OF CONSULTANT, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, INVITEES OR OTHER PERSONS FOR WHOM CONSULTANT IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS AGREEMENT.

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

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

Geotex Engineering LLC

Amy Brothers, P.E., President / Owner
P.O. Box 855

Collinsville, TX 76233

Town of Prosper
Mario Canizares, Town Manager
PO Box 307
Prosper, TX 75078

ABrothers@geotex-engineering.com mcanizares@prospertx.gov

- 11. **Termination**. The obligation to provide further services under this Agreement may be terminated by either Party in writing upon thirty (30) calendar days notice. In the event of termination by Town, Consultant shall be entitled to payment for services rendered through receipt of the termination notice.
- 12. **Sole Parties and Entire Agreement**. This Agreement shall not create any rights or benefits to anyone except Town and Consultant, and contains the entire agreement between the Parties. Oral modifications to this Agreement shall have no force or effect.
- 13. **Assignment and Delegation**. Neither Town nor Consultant may assign its rights or delegate its duties without the written consent of the other Party. This Agreement is binding on Town and Consultant to the extent permitted by law. Nothing herein is to be construed as creating any personal liability on the part of any Town officer, employee or agent.
- 14. **Texas Law to Apply; Successors; Construction**. This Agreement shall be construed under and in accordance with the laws of the State of Texas. It shall be binding upon, and inure to the benefit of, the Parties hereto and their representatives, successors and assigns. Should any provisions in this Agreement later be held invalid, illegal or unenforceable, they shall be deemed void, and this Agreement shall be construed as if such provision had never been contained herein.
- 15. **Conflict of Interest.** Consultant agrees that it is aware of the prohibited interest requirement of the Town Charter, which is repeated in **Exhibit D Conflict of Interest Affidavit** and incorporated herein as if written word for word, and will abide by the same. Further, a lawful representative of Consultant shall execute the Affidavit included in the exhibit. Consultant understands and agrees that the existence of a prohibited interest during the term of this Agreement will render the Agreement voidable.

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

- 16. **Venue**. The Parties herein agree that this Agreement shall be enforceable in Prosper, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in Collin County, Texas.
- 17. **Mediation**. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to non-binding mediation.
- 18. **Prevailing Party**. In the event a Party initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

- 19. "Anti-Israel Boycott" Provision. In accordance with Chapter 2270, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Chapter 2270 does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the company is not subject to Chapter 2270 for the reasons stated herein, the signatory executing this Agreement on behalf of the company verifies by its signature to this Agreement that the company does not boycott Israel and will not boycott Israel during the term of this Agreement.
- 20. **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.
- 21. **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.
- 22. **Signatories**. Town warrants and represents that the individual executing this Agreement on behalf of Town has full authority to execute this Agreement and bind Town to the same. Consultant warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind Consultant to same.

IN	WITNE	SS WHE	EREOF,	the Pa	rties, h	navir	ng read	and u	ınderst	ood	this	Agreem	ent,	have	executed	such	in
duplicate	copies,	each o	f which	shall	have	full	dignity	and	force	as	an	original,	on	the		day	of
			, 20	·													
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GEOTEX ENGINEERING LLC		TOWN OF PROSPER, TEXAS				
Ву:	Enc A. Frisher Signature	Ву:	Signature			
	Bret Fischer, P.E. Printed Name		Mario Canizares Printed Name			
	Director of Engineering Title		Town Manager Title			
	7/10/2025 Date		Date			

EXHIBIT A SCOPE OF SERVICES

PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND GEOTEX ENGINEERING LLC
FOR THE COIT ROAD (FIRST-PROSPER TRAIL) PAVING AND DRAINAGE IMPROVEMENTS PROJECT
(1710-ST)

<><REFERENCE NEXT THREE (3) PAGES FOR DETAILS>>>



July 8, 2025 Proposal No. 23-0817-009

Lindy M. Higginbotham, P.E. Town of Prosper LHigginbotham@prospertx.gov

Subject: Construction Materials Testing Services

Coit Road (E. First Street to E. Prosper Trail) Paving and Drainage Improvements

Prosper, Texas

Dear Ms. Higginbotham:

Geotex Engineering is pleased to submit this proposal for construction materials testing for the above-referenced project. We understand that the project entails paving and drainage improvements to Coit Road in Prosper, Texas.

This proposal is based on civil bid set plans dated April 28, 2025, geotechnical report by Geotex Engineering dated January 5, 2018.

PROJECT INFORMATION

Based on our review of the project plans and specifications, we understand that the project will consist of the following:

- Coit Road Paving and Drainage Improvements:
 - · Scarified and re-compacted subgrade for sidewalks
 - 6-inch lime-treated paving subgrade
 - Portland cement concrete paving
 - Concrete headwalls
 - Concrete flume
 - · Monument foundation
 - Concrete retaining walls
 - Storm water manholes
 - Utility trench backfill
 - Temporary paving

SCOPE OF SERVICES

The following scope of services is based on our review of the project documents and is limited to providing testing and/or observations for the previously mentioned construction. We do request that your construction representative provide us with a 24-hour notice for scheduling purposes. Same-day call-ins will be billed at premium rates. As such, we agree to provide the appropriate personnel to perform the below construction materials services.

1101 Shady Oaks Drive, Denton, Texas 76205-7938

Phone: 940.735-3733 ● Fax: 940.591-6570 ● www.geotex-engineering.com

Texas Engineer Firm Registration # F-12796

Oklahoma Engineering Firm Certificate of Authorization CA 7181

Coit Road Paving and Drainage Improvements Prosper, Texas

Earthwork

- Obtain and perform laboratory moisture/density relations (ASTM D698) and soil classification tests (liquid limit, plastic limit, and percent finer than no. 200 sieve analysis) for each soil type
- Perform in-place moisture/density tests at the proposed rate of 1/300 linear feet for paving areas and trench utility backfill
- > Perform a pH test per 300 feet of spacing or less along each roadway direction
- Determine swell potential every 900 feet spacing or less along each roadway and fire lane direction
- Perform in-place sieve analysis at a rate of 1/100 linear feet and depth checks at the rate of 1/300 linear feet on lime-treated paving subgrades

Asphalt Paving

> Determine roll patterns for placement of the proposed HMAC pavement surface

Reinforcing Steel

- > Perform reinforcing steel observation which will include:
 - · verify the number and size of bars
 - verify clearance between bars and spacing
 - verify securing, tying, and chairing of bars

Cast-In-Place Concrete

- > Perform testing during concrete placements, which will include:
 - perform ambient and concrete temperature determinations
 - perform entrained air content determination
 - perform slump determination
- Cast concrete test cylinders at the proposed rate of 5/100 cubic yards of concrete placed, or a fraction thereof placed per day
- Compressive strength determination of concrete test cylinders with one tested at 7 days, three tested at 28 days, and one held in reserve
- > Perform pavement depth checks by core every 900 feet or less

Notes and Qualifications:

Preparation of a compliance letter or other tasks and services that will require Professional Engineering (PE) hours will be billed at the PE's rate of \$250/hour.

Geotex Engineering

Page 2

Coit Road Paving and Drainage Improvements Prosper, Texas

COMPENSATION

While testing is dependent on the construction sequence, contractor performance and efficiency, weather conditions, and the actual testing performed, we suggest an **estimated budget of \$239,028**. The invoicing for this project will use the attached Fee Schedule **and** *the actual quantity of work performed*. The estimated budget will not be exceeded without prior approval. Services provided by Geotex Engineering will be consistent with the engineering standards prevailing at the time and in the area that the work is performed; no other warranty, express or implied, is intended. Estimates are valid for 60 days. If ICC Special Inspections are requested or required, additional fees will apply. Any additional testing that the client requests will be billed. Fees are subject to increases upon the calendar year or following years of signing the contract. Additional slump, entrained air, and temperature tests requested will be charged to the client. (Slump-\$20), (Entrained Air and Unit Weight-\$25), (Temperature-\$5). If NICET inspector is required, additional fees will apply.

We appreciate the opportunity to provide you with our services. Please call if you have any questions or wish to discuss any aspect of our proposal.

Sincerely, Geotex Engineering, LLC

Brandon Lowrance Chief Estimator

Brandon Lowrance

EXHIBIT B COMPENSATION SCHEDULE

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF PROSPER, TEXAS, AND GEOTEX ENGINEERING LLC FOR THE FOR THE COIT ROAD (FIRST-PROSPER TRAIL) PAVING AND DRAINAGE IMPROVEMENTS PROJECT (1710-ST)

<<<REFERENCE NEXT TWO (2) PAGES FOR DETAILS>>>



Geotex Engineering, LLC

1101 Shady Oaks Dr Denton, Texas Phone: 940.735.3433

Budget Estimate for Construction Materials

Testing & Observation Services

Coit Road (E. First Street to E. Prosper Trail) Paving and Drainage Improvements Prosper, Texas

23-0817-009

ltem	Quantity	Unit	Unit Rate	Total
Earthwork Observation & Testing Paving & Utilities				
Moisture Density Relations (ASTM D698 - Method A or B)	10	each	\$200.00	\$2,000.00
Moisture Density Relations Treated (ASTM D698 - Method A or B)	2	each	\$300.00	\$600.00
Moisture Density Relations (ASTM D698 - Method C)	2	each	\$225.00	\$450.00
Atterberg Limits (ASTM 4318)	55	each	\$95.00	\$5,225.00
Minus 200 Sieve Analysis	14	each	\$55.00	\$770.00
Soil pH	35	each	\$75.00	\$2,625.00
Overburden Swell	12	each	\$100.00	\$1,200.00
Unconfined compressive strength (soil)	12	each	\$60.00	\$720.00
Sieve Analysis (Tex-110-E)	2	each	\$265.00	\$530.00
Oversized Rock Correction	2	each	\$100.00	\$200.00
Lime Depth Checks	144	each	\$20.00	\$2,880.00
Lime Subgrade Gradations	48	each	\$20.00	\$960.00
Sulfate Content in Soils, Colorimetric Method	6	each	\$105.00	\$630.00
Lime Series	1	each	\$525.00	\$525.00
Lime Series Letter	1	hour	\$250.00	\$250.00
In-Place Moisture-Density Tests (Paving) Min 3 Per Trip	195	each	\$20.00	\$3,900.00
In-Place Moisture-Density Tests (Utilities) Min 3 Per Trip	310	each	\$20.00	\$6,200.00
Certified Engineering Soils Technician - Paving (Min. 4 hrs. per trip)	375	hour	\$65.00	\$24,375.00
Certified Engineering Soils Technician - Utilities (Min. 4 hrs. per trip)	180	hour	\$65.00	\$11,700.00
Certified Engineering Soils Technician (Estimated overtime)	100	hour	\$97.50	\$9,750.00
Trip Charge	110	trip	\$50.00	\$5,500.00
Project Manager	51	hour	\$175.00	\$8,925.00
Project Administration	n/a	%	10	\$8,992.00
Estimated Total for Ear	thwork Servic	es for Pavin	g & Utilities:	\$98,907.00
Concrete Observation & Testing - Paving & Utilities				
Concrete Test Cylinders (4 x 8 inch)	755	each	\$25.00	\$18,875.00
(Includes: ambient & concrete temperatures, slump, air & unit weight)				
Certified Engineering Concrete Technician (Min. 4 hrs. per trip)	876	hour	\$65.00	\$56,940.00
(Includes reinforcing observation & cylinder pick up)			3530	(A) (A)
Certified Engineering Concrete Technician (Estimated overtime)	176	hour	\$97.50	\$17,160.00
Core Drilling Machine Fee	1	trip	\$375.00	\$375.00
Hilti Ferroscan (Min. 4 hr. charge)	4	hour	\$135.00	\$540.00
4-inch Diameter or Less, Concrete Cores to 8" depth	12	each	\$75.00	\$900.00
Core Length Only (ASTM C-174)	12	each	\$25.00	\$300.00
Core Hole Patching	12	each	\$75.00	\$900.00
Engineering Concrete Core Technician	8	hour	\$65.00	\$520.00
Trip Charge	166	trip	\$50.00	\$8,300.00
Project Manager	66	hour	\$175.00	\$11,550.00
Project Administration	n/a	%	10	\$11,636.00
Estimated Total for C	oncrete Servic	es for Paving	g & Utilities:	\$127,996.00

Asphalt Observation & Testing				
Certified Roadway Specialist - Set Rolling Patterns	40	hour	\$85.00	\$3,400.00
Certified Roadway Specialist (Estimated overtime)	10	hour	\$127.50	\$1,275.00
Nuclear Density Gauge Equipment Rental Fee	5	day	\$125.00	\$625.00
Trip Charge	5	trip	\$50.00	\$250.00
Project Manager	4	hour	\$175.00	\$700.00
Project Administration	n/a	%	10	\$625.00
	Estimated To	tal for Asph	alt Services:	\$6,875.00
Project Setup Fee	1	each	\$250.00	\$250.00
Allowance for Sr. Engineer	20	hour	\$250.00	\$5,000.00
				\$5,250.00

Estimated Total for Above Services: \$239,028.00

SCHEDULED ASSUMPTIONS AND NOTES

Utility backfill completed at a rate of 300 linear feet per day, full depth of trench.

300 linear feet of concrete trail completed per day.

300 cubic yards of concrete placed per day.

4-trips for concrete mow band placement.

Precast box culverts.

Precast curb inlets.

NOT INCLUDED IN REQUIREMENTS OR THE BUDGET

Tests in excess of above stated quantities or additional tests not listed Retesting of any failed tests / observation
Temporary site curing facility
Project compliance letter

The fees listed above for field and laboratory tests, include the equipment necessary to accomplish the task. Fees not listed above are available upon request. Estimates are valid for 60 days. Any additional testing that the client requests will be billed. There will be a 50% surcharge to the standard testing fees on all testing performed on rush orders. All services and personnel fees are subject to a minimum fee of four hours per trip for all scheduled inspections, site visits and for cancellations (on-site or in route) unless noted otherwise. Hourly rates quoted are portal to portal and apply to standard work days, Monday through Friday 7:00 am to 6:00 pm. Overtime rate of 1.5 times the quoted rate will be applied outside of the standard work hours, over 8 hours a day and on Saturday. Sundays and Holidays will be billed at 2 times the quoted rates. Fees listed above are per unit/hour, unless otherwise noted. Same-day call-ins to be billed at 1.5 times the hourly rate of the available personnel, up to and including the project manager's rate. Fees listed are for informational use only and are subject to change. If ICC Special Inspections are required, additional fees will apply. Fees are subject to increases upon the calendar year or following years of signing the contract. Additional slump, entrained air and temperature tests requested will be charged to client. (Slump-\$20), (Entrained Air and Unit Weight-\$25), (Temperature-\$5). If NICET inspector is required, additional fees will apply.

EXHIBIT C INSURANCE REQUIREMENTS

Service provider shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by the service provider. A certificate of insurance meeting all requirements and provisions outlined herein shall be provided to the Town prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

- 1. ISO Form Number GL 00 01 (or similar form) covering Commercial General Liability. "Occurrence" form only, "claims made" forms are unacceptable, except for professional liability.
- Workers Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
- 3. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract.
- 4. Professional Liability, also known as Errors and Omissions coverage.

B. MINIMUM LIMITS OF INSURANCE

Service Provider shall maintain throughout contract limits not less than:

- 1. Commercial General Liability: \$500,000 per occurrence /\$1,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy will include coverage for:
 - a. Premises / Operations
 - b. Broad Form Contractual Liability
 - c. Products and Completed Operations
 - d. Personal Injury
 - e. Broad Form Property Damage
- Workers Compensation and Employer's Liability: Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 each accident, \$300,000 Disease- Policy Limit, and \$100,000 Disease- Each Employee.
- 3. Automobile Liability: \$500,000 Combined Single Limit. Limits can only be reduced if approved by the Town. Automobile liability shall apply to all owned, hired, and non-owned autos.
- 4. Professional Liability aka Errors and Omissions: \$500,000 per occurrence and in the aggregate.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

D. OTHER INSURANCE PROVISIONS

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

- 1. General Liability and Automobile Liability Coverages
 - a. The Town, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the provider, products and completed operations of the provider, premises owned, occupied or used by the provider. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.
 - b. The provider's insurance coverage shall be primary insurance in respects to the Town, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the provider's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Town, its officers, officials, employees, boards and commissions or volunteers.
 - d. The provider's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the insured's limits of liability.
- 2. Workers Compensation and Employer's Liability Coverage:

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

3. All Coverages:

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

4. Professional Liability and / or Errors and Omissions:

"Claims made" policy is acceptable coverage, which must be maintained during the course of the project, and up to two (2) years after completion and acceptance of the project by the Town.

E. ACCEPTABILITY OF INSURERS

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

F. VERIFICATION OF COVERAGE

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

Certificate holder to be listed as follows:

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

EXHIBIT D CONFLICT OF INTEREST AFFIDAVIT

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF PROSPER, TEXAS, AND GEOTEX ENGINEERING LLC FOR THE COIT ROAD (FIRST-PROSPER TRAIL) PAVING AND DRAINAGE IMPROVEMENTS PROJECT (1710-ST)

THE STATE OF TEXAS	§	c		
COUNTY OF	§	§		
I,	_, a member of the	e Consultant team,	make this affidavit and hereby on oath s	state the following:
I, and/or a person or persons re or decision on the Project (Chec		the following intere	st in a business entity that would be aff	fected by the work
Ownership of 10%	or more of the vo	ting shares of the b	usiness entity.	
Ownership of \$25	000.00 or more of	the fair market valu	e of the business entity.	
Funds received from	om the business er	ntity exceed 10% of	my income for the previous year.	
Real property is in	volved, and I have	an equitable or lega	l ownership with a fair market value of at	t least \$25,000.00.
A relative of mine of the public body			s entity or property that would be affect	ed by my decision
Other:				
None of the Above) .			
			r affirm that no relative of mine, in the rnment Code, is a member of the publi	
Signed this	day of		, 20	
			Signature of Official / Tit	tle
BEFORE ME, the undersigned on oath stated that the facts her	authority, this day einabove stated a	/ personally appear re true to the best o	ed f his / her knowledge or belief.	and
Sworn to and subscribed before	me on this	day of	, 20	
			Notary Public in and for the State of	Texas
			My Commission expires:	

EXHIBIT E CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity	FORM CIQ							
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY							
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).	Date Received							
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.								
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.								
Name of vendor who has a business relationship with local governmental entity.								
completed questionnaire with the appropriate filing authority not later than the 7th business	Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)							
Name of local government officer about whom the information is being disclosed.								
Name of Officer								
Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.								
A. Is the local government officer or a family member of the officer receiving or li other than investment income, from the vendor?	ikely to receive taxable income,							
Yes No								
	B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?							
Yes No								
Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.								
Check this box if the vendor has given the local government officer or a family member as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.0								
Signature of vendor doing business with the governmental entity	Date							

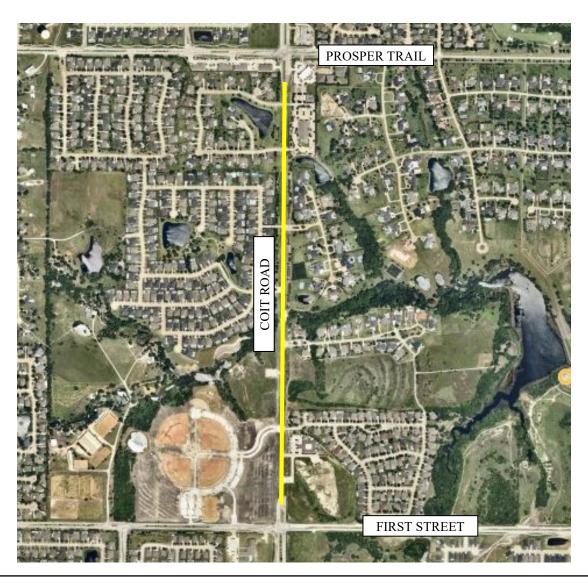
Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 11/30/2015

LOCATION MAP

Coit Road (First—Prosper Trail) Paving and Drainage Improvements





PARKS AND RECREATION DEPARTMENT

To: Mayor and Town Council

From: Dan Baker, Director of Parks and Recreation

Through: Mario Canizares, Town Manager

Robyn Battle, Executive Director

Re: PASO Funding Agreement for RCP Field Lighting

Town Council Meeting – July 22, 2025

Strategic Visioning Priority: 1 & 4. Acceleration of Infrastructure

Continue to Provide Excellent Municipal Services

Agenda Item:

Consider and act upon authorizing the Town Manager to execute an agreement between the Town of Prosper and the Prosper Athletic Soccer Association (PASO) to accept a donation in the amount of \$950,000 to be used to supplement the costs for the addition of field lighting for the multipurpose fields at Raymond Community Park.

Description of Agenda Item:

The proposed agreement will make the addition of lighting for the multipurpose fields at Raymond Community Park much more affordable and provide an opportunity for use of the fields once it becomes dark during typical field use times which also will provide more practice and game opportunities for the growing youth leagues.

Multipurpose field lighting was not included in the original GMP for the Raymond Community Park project; however, a PASO request for the lighting and subsequent donation offer of \$950,000 was presented to the CIP Subcommittee and Parks and Recreation Board. Staff were directed to move forward and identify funding for the remainder of the project during the CIP Subcommittee Meeting on May 6, 2025. The Parks and Recreation Board members have also approved the acceptance of PASO's donation. PASO is not asking for any preferential treatment related to field use, and no special accommodation is being offered by the Town in exchange for the donation.

Budget Impact:

The total cost of Change Order #3 for the Multipurpose Field Lighting is \$1,932,621. PASO has donated \$950,000, leaving a balance of \$982,621. If the agreement is approved, staff have identified sources to fund the remaining balance of \$982,621 through other project savings, bond interest, park improvement fees, and / or project contingency dollars.

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. PASO Agreement

Town Staff Recommendation

Town Staff recommends that the Town Council authorize the Town Manager to execute an agreement between the Town of Prosper and the Prosper Athletic Soccer Association to accept a donation in the amount of \$950,000 to be used to supplement the costs for the addition of field lighting for the multipurpose fields at Raymond Community Park.

Proposed Motion

I move to authorize the Town Manager to execute an agreement between the Town of Prosper and the Prosper Athletic Soccer Association to accept a donation in the amount of \$950,000 to be used to supplement the costs for the addition of field lighting for the multipurpose fields at Raymond Community Park.

Page 2 of 2

RECEIPT AND ACKNOWLEDGMENT

The Town of Prosper, Texas ("Town"), hereby acknowledges the receipt of Nine Hundred Fifty Thousand and no/100 Dollars (\$950,000.00) from the Prosper Area Soccer Association ("PASO") on this $\underline{^{27th}}$ day of $\underline{^{May}}$, 2025. The Town and PASO agree and acknowledge that the funds received from PASO shall be utilized to assist the Town in the funding of athletic field lighting at Raymond Community Park in the Town.

The Town and PASO further agree and acknowledge that the foregoing donation by PASO is to be utilized for the athletic field lighting and does not confer upon PASO any priority in the usage of facilities or fields at Raymond Community Park by PASO. To the extent further documentation may be needed by PASO to verify PASO's donation to the Town for the purposes stated herein, the Town agrees that it shall endeavor to provide such documentation to PASO.

TOWN OF PROSPER, TEXAS, a Texas home-rule municipality

By:	
Printed Name: Mario Canizares	
Title: Town Manager	
Date:	

PROSPER AREA SOCCER ORGANIZATION, a Texas non-profit corporation



PARKS AND RECREATION DEPARTMENT

To: Mayor and Town Council

From: Dan Baker, Director of Parks and Recreation

Through: Mario Canizares, Town Manager

Robyn Battle, Executive Director

Re: Raymond Community Park Change Order No. 3

Town Council Meeting – July 22, 2025

Strategic Visioning Priority: 1 & 4. Acceleration of Infrastructure

Continue to Provide Excellent Municipal Services

Agenda Item:

Consider and act upon authorizing the Town Manager to execute Change Order No. 3 to Dean Construction to include field lighting for the multipurpose fields and all required appurtenances, new electrical service, labor, and materials required to construct and install the multipurpose lighting at Raymond Community Park in the amount of \$1,932,621.

Description of Agenda Item:

The proposed Change Order No. 3 will provide field lighting for the multipurpose fields in Raymond Community Park. Town staff proposed the installation of the lighting system allowing use of the fields once it becomes dark during typical field use times.

Multipurpose field lighting was not included in the original GMP; however, a PASO request for the lighting and subsequent donation offer of \$950,000 was presented to the CIP Subcommittee and Parks and Recreation Board. Staff were directed to move forward and identify funding during the CIP Subcommittee Meeting on May 6, 2025. The Parks and Recreation Board members have also approved the acceptance of PASO's donation. PASO is not asking for any preferential treatment related to field use, and no special accommodation is being offered by the Town in exchange for the donation.

Information on this agenda item was presented to the CIP Subcommittee at their meeting on Tuesday, July 15, 2025, and they also approved moving forward with Change Order #3. Another Change Order will be brought forward at a future Council meeting to include the water well and pump, playground pavilion and additional hydromulch and/or sod for the common areas of the park.

Budget Impact:

Change Order No. 3 is for \$1,932,621. Additional funds for Change Order No. 3 have been identified through other project savings, bond interest, park improvement fees, project contingency dollars, and the PASO donation, if approved.

Below is a summary of the all-in project costs to date:

All-In Project Costs:	
Design, Testing, & Project Mgmt.	\$2,080,911
CMAR's Original GMP Contract Amount	\$17,906,950
Change Order #1 - MP Field Irrigation, Trail (approved 12/10/2024)	\$1,350,756
Change Order #2 - Tennis Courts (approved 1/14/2025	\$536,146
Change Order #3 – Multipurpose Field Lighting	\$1,932,621
CMAR's GMP Contract Amount after Change Order #3	\$21,726,473
Total:	\$23,807,384

The total Project Budget is now \$26,257,000.

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. Change Order #3
- 2. PASO Agreement
- 3. CIP Subcommittee Presentation

Town Staff Recommendation

Town Staff recommends that the Town Council authorize the Town Manager to execute Change Order No. 3 to Dean Construction to include field lighting for the multipurpose fields and all required appurtenances, new electrical service, labor, and materials required to construct and install the multipurpose lighting at Raymond Community Park in the amount of \$1,932,621.

Proposed Motion

I move to authorize the Town Manager to execute Change Order No. 3 to Dean Construction to include field lighting for the multipurpose fields and all required appurtenances, new electrical service, labor, and materials required to construct and install the multipurpose lighting at Raymond Community Park in the amount of \$1,932,621.



Change Order

PROJECT: (Name and address)
Raymond Community Park

Prosper, TX

OWNER: (Name and address)

Town of Prosper 250 W First Street Prosper, TX 75078 **CONTRACT INFORMATION:**

Contract For: General Construction Date: November 23, 2022

ARCHITECT: (Name and address)

Dunaway

550 Bailey Ave, #400 Fort Worth, TX 76107 **CHANGE ORDER INFORMATION:**

Change Order Number: 03 Date: July 22, 2025

CONTRACTOR: (Name and address)

Dean Electric, Inc. dba Dean Construction

701 Hall Street Cedar Hill, TX 75104

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Change the Contract Sum from \$19,793,852.00 to \$21,726,473.00.

The Scope of Work is modified as shown in the attached DCI PCR 041 dated 15 JUL 2025.

The original Guaranteed Maximum Price was 17,906,950.00
The net change by previously authorized Change Orders \$ 1,886,902.00
The Guaranteed Maximum Price prior to this Change Order was 19,793,852.00
The Guaranteed Maximum Price will be increased by this Change Order in the amount of 1,932,621.00
The new Guaranteed Maximum Price including this Change Order will be \$ 21,726,473.00

The Contract Time will be increased by ninety-six (96) days.

The new date of Substantial Completion will be increased to November 05, 2025 until a subsequent Change Order modifies it, with the sole exception of the Turf Establishment Work with the Substantial Completion date of April 21, 2026.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Dean Electric, Inc. dba Dean Construction	Town of Prosper
CONTRACTOR (Firm name)	OWNER (Firm name)
Type John	
SIGNATURE	SIGNATURE
Tyler Firebaugh, Vice President	Mario Canizares, Town Manager
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
DATE	DATE
	SIGNATURE Tyler Firebaugh, Vice President PRINTED NAME AND TITLE

1



Proposed Change Request 41

	PROJEC ⁻	T: RAYMOND COMN	1UNITY PAF	RK - GMP	2	
DATE	DESCRIPTION	DESCRIPTION			SUBCONTRACTOR	AMOUNT
7/15/2025	RFI 56 - Multipurpose Ligh	RFI 56 - Multipurpose Lighting			B Electric, Inc.	\$1,337,211.00
7/15/2025	15% price escalation	15% price escalation			Electric, Inc.	\$200,581.65
7/15/2025	GC/Insurance - 4.735%			Dean C	onstruction	\$72,814.48
7/15/2025	Fee - 2.50%			Dean Co	onstruction	\$40,265.18
TOTAL		PPV 15 JUL: This number fi 04 APR match 02 FEB 2025 (Normally we'd electrical subc	es the quote. ask the ontractor	to		\$1,650,872.31
City Acknowledgement: Architect Acknowledgement: Contractor Acknowledgment:		escalation numer not-to-exceed, with actual cost	convert the \$200,581 escalation number to a not-to-exceed, and valida with actual costs incurred Given the current market conditions, we'll validate t		Date: Date: 7	/15/2025



NEMA 3 Electric, Inc.

Proposal

4181 Old Hwy 67, Midlothian, TX 76065 • 972-723-1180 • Fax 972-723-1181 Contractors

April 4, 2025 **Dean Construction** Attn: Tyler

PPV 15 JUL: This number matches the 02 FEB 2025 quote, and is in line with PPV's historic data for similar lighting work

Quote \$ 1,337,211.00 to install new Musco poles (18) and 92 Fixtures at the mult

Price is good to go.

following:

- Unload Musco poles, fixtures and components at site
- Assemble Musco poles, Musco fixtures, and driver enclosures
- Install wiring harness from driver enclosure to light fixtures
- Drill holes per Musco structural design;
- Install Musco's precast concrete bases; concrete backfill
- Stand poles and attach to base
- New trench
- Install new conduit and wire to each pole
- Install new enclosures and enclosure pad
- New Panel
- Install New Control Link System and contactors
- Clean-up paper wrappings
- Check light levels; make aiming adjustments if necessary

PPV 15 JUL: Our validation of this PCO does not include these subcontractor's terms & conditions.

Terms. Net 30 (no retainage withheld)

EXCLUDED FROM THE QUOTE:

- Installation of other than Musco poles and fixtures
- Musco Product supplied by others
- Additional crane inspections
- Engineering
- Pier casings
- Permit and fees
- Withholding of retainage
- Making pole locations accessible no fence demo or put back
- Ø Additional electrical work
- Storage container for glass product
- Traffic control
- Temporary fencing Ø
- Additionally insured
- Allowances, bonding, permit fees, and sales tax

PPV 15 JUL: We're assuming the cost in this proposal provides a complete and

operable lighting system reasonably inferable from the

Contract Documents.

Upon payment we will transfer manufacturers' warranties to the Owner. EXCEPT FOR TRANSFERABLE

MANUFACTURER'S WARRANTIES WE ARE NOT RESPONSIBLE FOR INJURIES OR LOSSES DUE TO DESIGN, MANUFACTURING OR OTHER DEFECTS IN THE MATERIALS DESIGNATED OR SPECIFIED BY CONTRACTOR, OWNER OR THEIR AGENTS. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

RAYMOND SPORTS COMPLEX

1 of 2

IECL #18687 - Regulated by The Department of Licensing and Regulation - P.O. Box (2/57, Austin, TX 7871); 1-800-803-8202, 512-463-6599; Website: www.license.bx.us/complaints



NEMA 3 Electric, Inc. 4181 Old Hwy 67, Midlothian, TX 76065 • 972-723-1180 • Fax 972-723-1181 Contractors

Note: We may withdraw this proposal if not acce	epted within seven days.
Acceptance of Proposal The above prices, spe authorized to do the work as specified nayment	ecifications and conditions are setisfactory and are hereby accepted, you as will be made as outlined above.
Date of Acceptance:	Total Amount Accepted:
Signature	Printed Name & Title

Request for Information

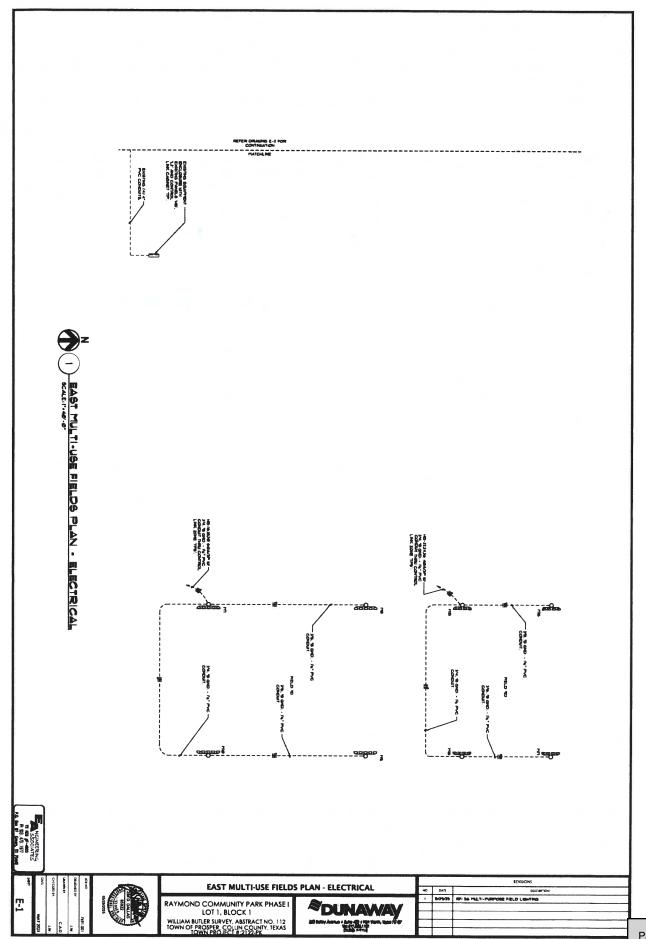


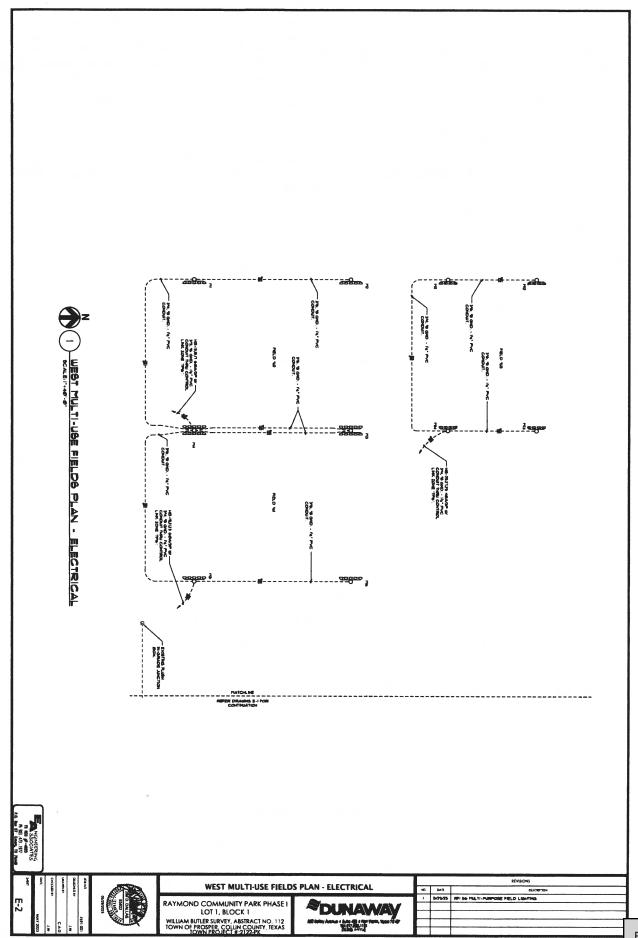
Project:

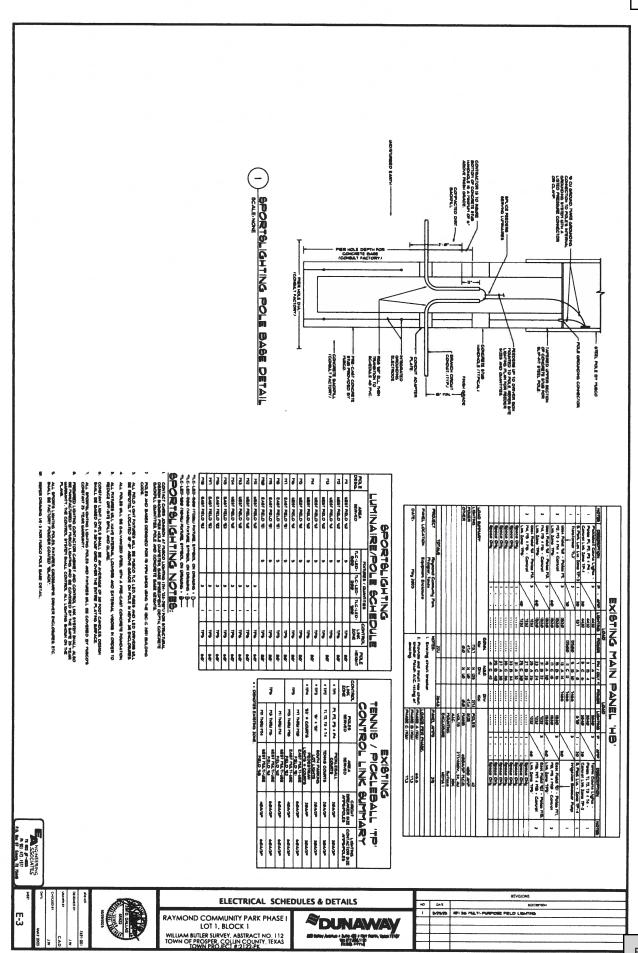
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.d	A STATE OF THE PARTY OF THE PAR	From:	Dean Electric Inc. dba De	an Construction
II	lean -	110111.	701 Hall Street	an construction
CON	STRUCTION		Cedar Hill, TX 75104	
`	The second second		ccuai IIII, IX 73104	
		To:	Dunaway- Arron Law	
			550 Bailey Ave, #400	
			Fort Worth, TX	
oject:	Raymond Community	/ Park	RFI No.	56
	2101E First Street		Date	5/8/2025
	Prosper, TX		Requested Reply Date	5/15/2025
RFI Des	scription: Fully desc	ribe the qu	uestion or type of information	on request.
	ence Attachments (if ap		that lays out the location of	are main purpose iiginis.
Sender	's Recommendation:	Fully des associate		ns and any cost/schedule changes
SEE A	TTCHED ADDITIONAL PI S. APL 05/29/2025	LANS TO IN	ICLUDE THE SPORTS LIGHTII	NG FOR THE MULTI-USE
Receive	er's Reply: Provide a	nswer to R	FI, including cost or schedule	e considerations.
			,	

Note: This reply is not an authorization to proceed with work involving additional cost, time or both. If any reply requires a change to the contract documents, a change order, construction change directive in the work those must be executed in accordance with the contract documents.

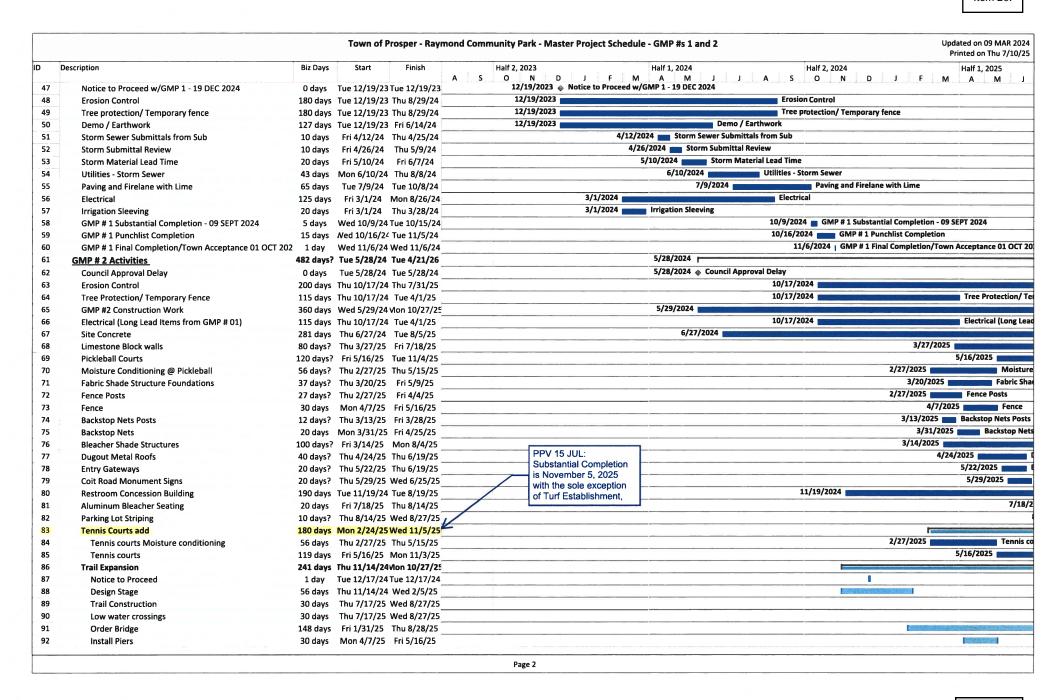






Item#	Description	Comments				
CMAR's	Current Contract Sum		19,793,852	After GMP #s 1 + 2 and CO #s 1 + 2		
1.00	Nema Electrical's MP Lighting Quote	1,337,211.00		04 APR 2025 Quote		
2.00	Escalation from 04 APR 2025 Quote to 15 JUL	200,581.65		Per PCR # 41		
3.00	CMAR's General Conditions + Fee	113,079.66		Includes DCI's Cost as a Subcontractor + DCI' General Cond + DCI's Fee (No OC)		
4.0	Owner's MP Lighting Contingency inside the GMP	281,748.69		For Unforeseen Events (i.e. Weather, Rock, Water, etc.)		
	# 03 Total MAR's New Contract Sum after CO #3	1,932,621	21,726,473			

			Town of F	Prosper - Ray	mond Community Park - Master Project Schedule - GMP #s 1 and 2 Printed on 19 MAR 2024 Printed on Thu 7/10/2!
	Description	Biz Days	Start	Finish	Half 2, 2023 Half 1, 2024 Half 2, 2024 Half 1, 2025
1	GMP Package #1	Ag days	Vod 10/11/2	ue 12/19/2	A S O N D J F M A M J J A S O N D J F M A M J J A S O N D J F M A M J
2	95% CD's Town Comments Received	The contract of the same	I MANAGEMENT AND A PROCESSION AND	Wed 10/11/23	
3	GMP 1 100% CD's Released	•		Mon 10/11/23	
4	GMP 1 100% CD's Amendment 1 Released		Tue 10/17/23		10/17/2023 GMP 1 100% CD's Amendment 1 Released
5	GMP 1 Sub Questions Due to DCI	•		Tue 10/31/23	
6	GMP 1 Addendum #3 Released				11/1/2023 GMP 1 Addendum #3 Released
7		•	Wed 11/1/23		•
8	GMP 1 Sub Prepare Bids	-		Thu 11/16/23	
9	GMP 1 Bid Opening at Town Hall			Thu 11/16/23	
	GMP 1 Prep by DCI & Review by PPV			Tue 11/21/23	
10	GMP 1 Final to PARD Team			Mon 11/27/23	
11	GMP 1 Review Mtg w/PARD & DWY Team	•		Tue 11/28/23	
12	GMP 1 Final Reviewed w/CMO (by RB)	-		Ned 11/29/23	
13	GMP 1 Final OK'd by CMO Team			Thu 11/30/23	
14	Town Council Packets Close (GMP 1 Done)	-	Mon 12/4/23		12/4/2023 Town Council Packets Close (GMP 1 Done)
15	Town Council Mtg - GMP 1 Considered	-		Tue 12/12/23	
16	Signed O-C Agreement to DCI	•		Ned 12/13/23	
17	Draft NTP from CS to ToP			Thu 12/14/23	
18	(AL) to Provide Value Options List Via Email to Team by EOI		Thu 12/14/23		12/14/2023 (AL) to Provide Value Options List Via Email to Team by EOD
19	Notice to Proceed for Construction GMP #1	THE REAL PROPERTY OF THE PARTY	Tue 12/19/23	MARKET AND ADDRESS OF THE PARTY	12/19/2023 Notice to Proceed for Construction GMP #1
20	GMP Package #2	ORDANICS HARRIST SALES	CONTRACTOR SECURITION OF SECUR	Tue 5/28/24	
!1	Prepare 95% CDs for Town Engineer's Review	24 days	Tue 10/31/23	Tue 12/5/23	10/31/2023 Prepare 95% CDs for Town Engineer's Review
22	Town Engineer's Review & Comments Out	30 days	Wed 12/6/23	Wed 1/17/24	12/6/2023 Town Engineer's Review & Comments Out
23	Confirm Paving & Fire Lane Direction	5 days	Thu 1/18/24	Wed 1/24/24	1/18/2024 Confirm Paving & Fire Lane Direction
24	Update 99% CDs from Town Engineer's Final Review	16 days	Thu 1/25/24	Thu 2/15/24	1/25/2024 Update 99% CDs from Town Engineer's Final Review
25	Town Engineer's Review & Final Comments Out	11 days	Fri 2/16/24	Fri 3/1/24	2/16/2024 Town Engineer's Review & Final Comments Out
26	GMP 2 100% CDs Released by DWY to Team	0 days	Fri 3/8/24	Fri 3/8/24	3/8/2024 ♦ GMP 2 100% CDs Released by DWY to Team
27	GMP 2 100% CD's Released To Subs	0 days	Tue 3/12/24	Tue 3/12/24	3/12/2024 💠 GMP 2 100% CD's Released To Subs
28	GMP 2 Subs Prepare Bids	22 days	Tue 3/12/24	Wed 4/10/24	3/12/2024 GMP 2 Subs Prepare Bids
29	DCI's Comments & Estimate on GMP 2 99% CDs	8 days	Fri 2/16/24	Tue 2/27/24	2/16/2024 DCI's Comments & Estimate on GMP 2 99% CDs
30	GMP 2 Prep by DCI	1 day	Thu 4/11/24	Thu 4/11/24	4/11/2024 GMP 2 Prep by DCI
31	GMP 2 Review by PPV	1 day	Fri 4/12/24	Fri 4/12/24	4/12/2024 GMP 2 Review by PPV
32	GMP 2 Final to PARD Team	4 days	Wed 4/17/24	Mon 4/22/24	4/17/2024 🔳 GMP 2 Final to PARD Team
33	GMP 2 Final Review PARD Team	0 days	Mon 4/22/24	Mon 4/22/24	4/22/2024 ♦ GMP 2 Final Review PARD Team
4	GMP 2 Final Reviewed w/CMO (by RB)	2 days	Tue 4/23/24	Wed 4/24/24	4/23/2024 g GMP 2 Final Reviewed w/CMO (by RB)
35	GMP 2 Final OK'd by CMO Team	1 day	Thu 4/25/24	Thu 4/25/24	4/25/2024 GMP 2 Final OK'd by CMO Team
16	Town Council Packets Close (GMP 2 Done)	7 days	Fri 4/26/24	Mon 5/6/24	4/26/2024 💼 Town Council Packets Close (GMP 2 Done)
37	Owner Directed Move of City Council Consideration		Tue 5/14/24		5/14/2024 Owner Directed Move of City Council Consideration
38	Town Council Mtg - GMP Considered		Tue 5/28/24		5/28/2024 ♦ Town Council Mtg - GMP Considered
9	Plat Review and Filing	NAMES AND ADDRESS OF THE OWNER, WHEN	fon 11/13/2	MINISTER STREET, STREE	11/13/2023 Plat Review and Filing
0	Submit Preliminary Plat to Town	CONSTRUCTION OF COLOR	ENTREES AND ADMINISTRATION	Mon 11/13/23	11/13/2023 Submit Preliminary Plat to Town
1	Comments from Town on the Prelim Plat			Ned 11/29/23	
12	Final Plat Submitted to Town	-	Thu 11/30/23		11/30/2023 Final Plat Submitted to Town
3	Final Plat Submitted to P&Z		Mon 12/4/23		12/4/2023 Final Plat Submitted to P&Z
4	P&Z Mtg - Consider Final Plat		Tue 12/5/23		12/5/2023 P&Z Mtg - Consider Final Plat
5	Charles and the control of the contr	ANNE DESCRIPTION OF THE PARTY O	per harmonics water better better by the country	Tue 4/21/26	
6		AND PARTY OF STREET OF STREET	Tue 12/19/23	GNOW-ORGANIST STATEMENT OF STREET	12/19/2023 GMP # 1 Activities
,,,	GIVIF W I MCHAINES	rro nays	ING 17/ 13/ 73	**EU 11/0/24	,



			Town of F	Prosper - Ra	ymond	Community	Park - N	Aaster Proje	ct Schedule	- GMP #s 1	and 2					Updated on 0 Printed on 1	
	escription	Biz Days	Start	Finish	_		, 2023 N	D J	c M	Half 1, 2024			Half 2, 202 S O f			Half 1, 2	
93	Install Abuttments	30 days	Thu 5/29/25	Thu 7/10/2		3_ 0	l. N.		- I	A IVI		LAi	3 0 1	V D	i	M A	M .
94	Install Bridge	1 day		Fri 8/29/25													
5	Substantial Completion	1 day	Tue 9/2/25		-										-		
6	Punchlist		Wed 9/3/25									3 300					
7	Walkthrough	1 day	Wed 9/24/25	Wed 9/24/2	5												
8	Multipurpose Irrigation/Purple pipe	-	Sun 12/15/24										12/15/	2024			
9	Notice to proceed	-	Sun 12/15/24			1,000								1			
00	Multipurpose Irrigation		Thu 2/6/25											2,	/6/2025	Multipurp	ose Irriga
01	RPZ Lead times		Thu 3/20/25												3/20/2	025	RPZ Lead
02	RPZ		Thu 5/1/25						-							5/1/2025	RPZ
03	ARAD 4" Lead time		Vion 12/16/2							-			12/16	/2024			A
04	Other ARAD's Lead times	•	Sun 12/15/24										12/15/	2024 ø O	ther ARAD's Lo	ead times	
05	Substantial Completion	1 day	Thu 6/5/25		-					-							5/2025 5
06	Punchlist	15 days	Fri 6/6/25												-	6/6	6/2025
07	Walkthrough	1 day	Fri 6/27/25		_					-					ATT. 1742-010-01		6/27/202
08	Multipurpose lighting added 7/10/25	•	Wed 7/23/25														
09	Underground	•	Wed 8/6/25														
lo	Pole bases		Tue 8/26/25										1 100 10				
11	Pole setting (12 week lead time)	•	Tue 10/21/25			7.5											
2	Irrigation Changes 7/10/25		Tue 7/22/25								· · · · · · · · · · · · · · · · · · ·						
13	New meters (10 week lead time)	•	Tue 9/23/25														
14	New RPZ's and irrigation changes (8 week lead time)	•	Tue 9/23/25														
15	Dumpster Enclosure	•	Thu 3/6/25		-										3/6/2025		Dumpste
16	Ballfield Clay and Conditioner		Thu 11/7/24										11/7/2024		Ballfield Cla	y and Condition	ier
17	Irrigation System with Town Water		Thu 10/24/24									10	0/24/2024				
18	Landscape		Mon 6/2/25												10.	6/2/	/2025
19	Fine Grade		Mon 1/27/25			-	-							1/27/	2025		
20	Turf Establishment edited 7/10/25		Ned 10/22/2						- COS								
21	Sod		Ned 10/22/25		-												
22	Hydromulch Rye		Ned 10/22/25					PPV 15 JUL	:								
23	Grass kill		Ned 10/22/2!					The Substar				15000	-				
24	Hydromulch Bermuda	•	Wed 4/1/26		_	-		Completion									
25	Playground		Fri 5/2/25					Turf Establis		k						5/2/2025	
26	CXT Building at Playground		Thu 10/17/24			-		is April 21, 2	026,			10/	17/2024		CXT Build	ing at Playgroun	d
27	Handrails/Guardrails		Thu 4/24/25					2 22								4/24/2025	
28	Site Amenities		Thu 8/7/25														
29	Site Masonry		Mon 3/31/25												3/3:	/2025	S
30	Construction Layout		Thu 5/30/24		_					5/30/2024	4						
31	ASI 15 Irrigation changes		Tue 5/13/25		_						4					5/13/2029	5 A
12	ASI 17 Irrigation changes ASI 17 Irrigation changes		Mon 6/2/25														/2025
3	Pedestrian Poles Bid alt gmp 1 alt 2.0		Thu 6/12/25														12/2025
34	Monument Sign bid alt gmp 2 alt 2.10		Tue 7/1/25		-												7/1/2
35	Rain Delay	•	Wed 5/28/25								7.000					5/28/2	
36	Owner's Weather Float		Tue 8/19/25														
36 37	GMP # 2 Substantial Completion - 01 August 2025	1 day	Fri 10/3/25														
38	GMP # 2 Substantial Completion - 01 August 2025		Mon 10/6/25		_												

RECEIPT AND ACKNOWLEDGMENT

The Town of Prosper, Texas ("Town"), hereby acknowledges the receipt of Nine Hundred Fifty Thousand and no/100 Dollars (\$950,000.00) from the Prosper Area Soccer Association ("PASO") on this day of, 2025. The Town and PASO agree and acknowledge that the funds received from PASO shall be utilized to assist the Town n the funding of athletic field lighting at Raymond Community Park in the Town.
The Town and PASO further agree and acknowledge that the foregoing donation by PASO is to be utilized for the athletic field lighting and does not confer upon PASO any priority in the usage of facilities or fields at Raymond Community Park by PASO. To the extent further documentation may be needed by PASO to verify PASO's donation to the Town for the purposes stated herein, the Town agrees that it shall endeavor to provide such documentation to PASO.
TOWN OF PROSPER, TEXAS, a Texas home-rule municipality
By: Printed Name: Mario Canizares Title: Town Manager Date:
PROSPER AREA SOCCER ORGANIZATION, a Texas non-profit corporation
By: Printed Name: Robert Patrick Title: President
Date:



Multipurpose Field Lighting at Raymond Community Park

- Total projected cost is \$ 2.2 Million
- PASO Funding Confirmed \$950,000
- Present signed PASO Agreement on July 22 to Council
- Change Order #3 for MP Field Lighting on July 22 Council Agenda



Multipurpose Fields Update

- No sod or hydromulch can be installed until after MP field lights are installed
- MP field lights are a 14 week lead time after order placed; estimate completion by October 31
- MP fields available for play in Spring of 2026



RCP Opening Schedule

Tennis, Pickleball, Playground Open October 2025

Baseball Complex
 Open Spring 2026

Multipurpose Fields Open Spring 2026



Funding Sources for New Raymond Park Work

Current RCP Project Budget:	\$22,900,000	
PASO Contribution	\$950,000	Contribution for MP Field Lights; will execute Agreement 7/22
Project Savings	\$400,000	Windsong Park #3 / PK202245
Project Savings	\$200,000	Prosper Trail Screening Wall / PK 202328
Project Savings	\$512,000	Various Hike & Bike Trails / PK202337
Project Savings	\$650,000	Doe Branch Property Six Creek Bridges / PK202514
Bond Interest October 2024 - May 2025	\$445,000	
Estimated Bond Interest June-September 2025	\$200,000	Approximately \$50,000 per month for four months
New Project Budget	\$26,257,000	

Anticipate using up to \$128,000 in FY 25-26 Park Fees to cover remaining costs.