



Agenda
Prosper Town Council Meeting
Prosper Town Hall, Council Chambers
250 W. First Street, Prosper, Texas
Tuesday, February 25, 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.

CONSENT AGENDA:

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

1. Consider and act upon the minutes from the February 4, 2025, Town Council and Planning and Zoning Commission Joint Work Session. (MLS)
2. Consider and act upon the minutes of the February 6, 2025, Town Council Work Session meeting. (MLS)

- [3.](#) Consider and act upon the minutes of the February 11, 2025, Town Council Work Session meeting. (MLS)
- [4.](#) Consider and act upon the minutes of the February 11, 2025, Town Council Regular meeting. (MLS)
- [5.](#) Consider and act upon an ordinance canceling the May 3, 2025, General Election. (MLS)
- [6.](#) Consider and act upon authorizing the Town Manager to execute a renewal agreement for video streaming services with Granicus through The Interlocal Purchasing System (TIPS) for \$76,574 over three years. (MLS)
- [7.](#) Consider and act upon approval of a Resolution authorizing the Town Manager to execute a Public Works Mutual Aid Agreement by and between the Town of Prosper and North Central Texas Participating Local Governments and/or Public/Political Subdivisions located wholly or partially within the State of Texas. (CJ)
- [8.](#) Consider and act upon authorizing the Town Manager to enter into a Professional Services Agreement with Burgess and Niple for wastewater line smoke testing services totaling \$79,600. (CJ)
- [9.](#) Consider and act upon the purchase of bunker gear and protective clothing from Delta Fire & Safety Inc. through BuyBoard Contract #698-23, in the amount of \$81,946. (SB)
- [10.](#) Consider and act upon authorizing the Town Manager to execute the First Amendment to the Thoroughfare Impact Fees Reimbursement Agreement between PPP 100 DEV LLC, PROSPER MEADOWS LP, SHADDOCK-PROSPER PARK PLACE 2, LLC, and the Town of Prosper, Texas, related to the construction of Teel Parkway, Prosper Trail, and Legacy Drive to serve the Park Place, Prosper Meadows, and Shaddock-Prosper developments. (HW)
- [11.](#) Consider and act upon an ordinance amending Section 12.09.003, "Speed Limits on Specific Streets," of Chapter 12 "Traffic and Vehicles," of the Town's Code of Ordinances by modifying the prima facie speed limit on SH 289 (Preston Road). (HW)
- [12.](#) Consider and act upon authorizing the Town Manager to execute an Interlocal Agreement between the City of Celina and the Town of Prosper, Texas, related to cost participation in the reconstruction of Coit Road from Prosper Trail to Marigold Lane. (CE)
- [13.](#) Consider and act upon a resolution adopting the 2025 Parks, Recreation, and Open Space Master Plan. (DB)
- [14.](#) Consider and act upon a request for a Façade Plan for a Restaurant/Retail Buildings on Gates of Prosper, Block E, Lots 3R-1 and 3R-2, on 3.0± acres, located on the west side of Preston Road and 425± feet south of First Street. (DEVAPP-24-0143) (DH)
- [15.](#) Consider and act upon whether to direct staff to submit a written notice of appeals on behalf of the Town Council to the Development Services Department, pursuant to Chapter 4, Section 1.5(C)(7) and 1.6(B)(7) of the Town's Zoning Ordinance, regarding action taken by the Planning & Zoning Commission on Preliminary Site Plans and Site Plans. (DH)

CITIZEN COMMENTS

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

REGULAR AGENDA:

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

Items for Individual Consideration:

- [16.](#) Consider and act upon a Park Improvement Fee Agreement between the Town of Prosper, PPP 100 Dev, LLC, and Shaddock-Prosper Park Place 2, LLC, for the Park Place and Prosper Hills developments. (DB)
17. Discuss and consider Town Council Subcommittee reports. (DFB)

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

EXECUTIVE SESSION:

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

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

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

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

Section 551.089 - To deliberate security information collected, assembled, or maintained by or for a governmental entity to prevent, detect, or investigate criminal activity, pursuant to Section 2059.055 of the Texas Government Code, and all matters incident and related thereto.

Section 551.074 - To discuss and consider personnel matters, including the annual evaluation of the Town Manager, Town Attorney, and the Municipal Judge, and all matters incident and related thereto.

Section 551.071 - To consult with the Town Attorney regarding legal issues associated with code enforcement activities and substandard structures, law enforcement activities, 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, February 21, 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

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

<p>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.</p>

**Prosper Town Council & Planning and Zoning
Commission Joint Work Session**
Prosper Town Hall – Council Chambers
250 W. First Street, Prosper, Texas
Tuesday, February 4, 2025

Town Council Call to Order/Roll Call.

Mayor Bristol called the meeting to order at 5:04 p.m.

Council Members Present:

Mayor David F. Bristol
Mayor Pro-Tem Marcus E. Ray
Deputy Mayor Pro-Tem Amy Bartley
Councilmember Craig Andres
Councilmember Jeff Hodges
Councilmember Cameron Reeves

Council Members Absent:

Councilmember Chris Kern

Planning and Zoning Commission Call to Order/Roll Call.

Chair Daniel called the meeting to order at 5:04 p.m.

Planning and Zoning Commission Members Present:

Chair Brandon Daniel
Vice-Chair Damon Jackson
Commissioner Matt Furray
Commissioner John Hamilton
Commissioner Josh Carson
Commissioner Glen Blanscet

Planning and Zoning Commission Members Absent:

Commissioner Sekou Harris

Staff Members Present:

Mario Canizares, Town Manager
Chuck Ewings, Assistant Town Manager
Robyn Battle, Executive Director
Michelle Lewis Sirianni, Town Secretary
David Hoover, Development Services Director
Suzanne Porter, Planning Manager
Dakari Hill, Senior Planner
Jerron Hicks, Planner
Cody Nutter, Landscape Development Planner
Michelle Crowe, Senior Administrative Assistant
Dan Heischman, Assistant Director of Engineering, Development

Items for Individual Consideration:

1. Discussion regarding a Unified Development Code. (DH)

Mr. Hoover introduced the item and the consultants from Freese and Nichols.

Ryan Slattery, Project Manager, presented an overview of the project including project expectations, best practices, a diagnostic overview of the chapters within the Town's Code of Ordinances, the cataloging of comments and edits, and a project timeline.

The Town Council and Commission Members discussed ensuring consistency and continuity throughout the document, addressing how grandfathering would apply to existing properties, incorporating existing guidelines, enforcing the regulations, and balancing state regulations with the Town's preferences.

Adjourn.

The meeting was adjourned at 6:06 p.m.

These minutes were approved on the 25th day of February 2025.

APPROVED:

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary

Call to Order/ Roll Call.

The meeting was called to order at 4:10 p.m.

Council Members Present:

Mayor David F. Bristol
Mayor Pro-Tem Marcus E. Ray
Deputy Mayor Pro-Tem Amy Bartley
Councilmember Craig Andres
Councilmember Chris Kern
Councilmember Jeff Hodges *arrived at 5:32 p.m.*
Councilmember Cameron Reeves

Staff Members Present:

Mario Canizares, Town Manager
Michelle Lewis Sirianni, Town Secretary
Bob Scott, Deputy Town Manager
Chuck Ewings, Assistant Town Manager
Robyn Battle, Executive Director

Items for Individual Consideration:

1. **Discuss related to the future planning and development of primary corridors located in the Town of Prosper. (MC)**

Mr. Paris Rutherford, consultant provided a recap and the takeaways from the discussions of the previous work session held with the Prosper EDC. He focused on key areas within the corridors, ways to develop a vision through building a framework, and implementation actions.

The Town Council discussed the process of developing a business plan for the development of the DNT corridor, classifications of districts and/or subdistricts, an infrastructure funding plan, and incorporating current and/or new standards.

Adjourn.

The meeting was adjourned at 6:43 p.m.

These minutes were approved on the 25th day of February 2025.

APPROVED:

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary

DRAFT

Call to Order/ Roll Call.

The meeting was called to order at 5:05 p.m.

Council Members Present:

Mayor David F. Bristol
Mayor Pro-Tem Marcus E. Ray *arrived at 5:25 p.m.*
Deputy Mayor Pro-Tem Amy Bartley
Councilmember Chris Kern
Councilmember Jeff Hodges
Councilmember Cameron Reeves

Council Members Absent:

Councilmember Craig Andres

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
Hulon Webb, Director of Engineering
Dan Heischman, Assistant Director of Engineering – Development
Pete Anaya, Assistant Director of Engineering – Capital Projects
Lindy Higginbotham, Senior Civil Engineer
Carrie Jones, Public Works Director
Chris Landrum, Finance Director
David Hoover, Development Services Director
Todd Rice, Communications Director
Stuart Blasingame, Fire Chief
Doug Kowalski, Police Chief

Items for Individual Consideration:

1. Discussion regarding the Town's ADA Transition Plan. (LH)

Ms. Higginbotham introduced the item with a background on the Americans with Disabilities Act (ADA), goals and objectives, steps to compliance, facility inventory development and evaluations done to date, public outreach completed, current tasks completed, and the continuing development of the plan for future phases.

The Town Council discussed the designation of the ADA Coordinator and the continuation of developing the plan of future tasks for the Town to come into further compliance.

2. Discussion regarding the Town's paving standards. (DH)

Mr. Heischman introduced the item by noting the current types of manuals the Town follows for paving and design standards, how they have evolved based on the two geologic formations within the Town, and when the standards were last updated. Mr. Heischman highlighted the new requirements including the testing methods, the geotechnical recommendations on all road types, moisture conditioning requirements, and other variables that come into play that could cause cracking and/or pavement failures.

The Town Council discussed areas with the Town experiencing types of cracking and/or failures and their potential causes, the thickness and hardness of concrete to improve the grade/standard, and the differentials within those standards based on the type of expansive clay in that area.

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 5:49 p.m.

These minutes were approved on the 25th day of February 2025.

APPROVED:

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary

MINUTES

Prosper Town Council Meeting
Prosper Town Hall, Council Chambers
250 W. First Street, Prosper, Texas
Tuesday, February 11, 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 Marcus E. Ray
Deputy Mayor Pro-Tem Amy Bartley
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, EDC Executive Director
David Hoover, Development Services Director
Muya Mwangi, Help Desk Technician I
Ryan Pasko, Help Desk Technician II
Dan Baker, Parks & Recreation Director
Hulon Webb, Engineering Director
Pete Anaya, Assistant Engineering Director, Capital Projects
Chris Landrum, Finance Director
Carrie Jones, Public Works Director
Todd Rice, Communications Director
Doug Kowalski, Police Chief
Aidan Daily, Crime Analyst
Stuart Blasingame, Fire Chief
Shaw Eft, Assistant Fire Chief

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

Jason McConnell with Prosper United Methodist 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:

Join us on Saturday, February 22 from 9 to 11 a.m. for the Prosper Fishing Derby at the Frontier Park Pond. This favorite annual event brings families together by the pond as young anglers compete for the Most Fish Caught prizes. Judges will be on hand to track catches, and winners recognized for children ages 14 and under. The Derby is free, and no registration is required. For more information, visit prosper.tx.gov/specialevents.

Registration is now open for the fourth annual P-Town Throwdown Pickleball Tournament being held on Saturday, March 29 at Reynolds Middle School. The format is Mixed-Doubles for participants 18 years and older, with Recreational and Competitive Divisions based on player ratings. Learn more about the tournament at prospertx.gov/ptownthrowdown.

Mayor Bristol acknowledged Mr. Canizares's birthday which occurred on Sunday.

Presentations.

1. Presentation from the Salvation Army of North Texas regarding the 2024 Mayor's Red Kettle Challenge. (MLS)

The Salvation Army recognized Mayor Bristol for winning the 2024 Red Kettle Challenge. He was presented with a certificate and the winning bell.

2. Presentation of a Proclamation declaring February 16-22, 2025, as Engineers Week. (MLS)

Mayor Bristol read and presented a Proclamation to high school students involved with the Prosper Engineering Team.

3. Presentation of a Proclamation declaring March 2025 as Theatre in our Schools Month. (MLS)

Mayor Bristol read and presented a Proclamation to high school students within the Prosper Independent School District Thespian Troupe.

CONSENT AGENDA:

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

4. Consider and act upon the minutes from the January 28, 2025, Town Council Regular meeting. (MLS)

5. Consider and act upon Ordinance 2025-03 ordering a General Election to be held on May 3, 2025, for the purpose of electing a Mayor, Councilmember Place 1, and Councilmember Place 4; designating the location of polling places; ordering notices of election to be given as prescribed by law and authorizing the Town Manager to execute contracts with Collin County and Denton County Election Departments for joint election services. (MLS)

6. Receive the 2024 Annual Racial Profiling Report for the Prosper Police Department as required by state law. (DK)

7. Consider and act upon Resolution 2025-05 authorizing the Town Manager and/or his/her designee to apply for the State of Texas Homeland Security Program - LETPA Projects (SHSP-L), Federal Fiscal Year 2025. (DK)

8. Consider and act upon authorizing the Town Manager to approve the purchase of meter transmission units (MTUs), data collector units (DCUs), and related meter parts for use with water meters from Aclara Technologies, LLC, in the amount of \$175,000. (CJ)

9. **Consider and act upon authorizing the Town Manager to execute a Professional Engineering Services Agreement between Kimley-Horn and Associates, Inc., and the Town of Prosper, Texas, related to the design of the Prosper Trail (Legacy – DNT) – 2 WB Lanes project for \$981,000. (PA)**
10. **Consider and act upon a proposal from WOPAC Construction for a concrete hike and bike trail in Pecan Grove Park for \$162,488. (DB)**
11. **Consider and act upon Ordinance 2025-04 to rezone 0.6± acre from Downtown Office (DTO) to Planned Development-131 (PD-131) on Bryant's First Addition, Block 15, Lot 1R, located on the northeast corner of Coleman Street and First Street. (ZONE-24-0026) (DH)**

Mayor Pro-Tem Ray requested to pull item 6.

Councilmember Hodges moved to approve consent agenda items 4 through 5 and 7 through 11. Mayor Pro-Tem Ray seconded the motion. Motion carried unanimously.

Regarding item 6, Mayor Pro-Tem Ray noted due to the increase in traffic stops, asked if the Chief of Police could speak to the disposition of residential versus non-residential citations being issued. Chief Kowalski commented that approximately 72% of the total traffic stops from last year to this year are primarily non-residents due to the increased pass-through traffic.

Mayor Pro-Tem Ray made a motion to approve consent agenda item 6. Deputy Mayor-Pro Bartley seconded the motion. Motion carried unanimously.

CITIZEN COMMENTS

No comments were made.

Items for Individual Consideration:

12. **Receive an update regarding the Fire Department's 48/96 Scheduling. (SB)**

Chief Blasingame presented an update on the shift scheduling since changing last January from a 24/48 Schedule to a 48/96 Schedule. The Fire Chief outlined the advantages and disadvantages including how it has affected their quality of life (mentally and physically), their productivity and training, and how the Town compares to our comparative and neighboring cities. Several evaluations were conducted throughout the year to monitor any changes regarding safety incident reporting, and compensation metrics. Staff recommends adopting the shift schedule permanently.

The Town Council discussed training hours, the compensation metrics specific effects on overtime, consideration of part-time firefighters, and if there are any concerns of fatigue.

The Town Council requested the staff reevaluate for another year and report back to ensure compensation metrics can be accounted for through future budget planning.

13. **Discuss and consider Town Council Subcommittee reports. (DFB).**

Finance Subcommittee: Mr. Landrum noted the committee received a preview of the upcoming budget and discussed water rate concerns.

Community Engagement Committee: Deputy Mayor Pro-Tem Bartley commented that the committee discussed the new resident website page, adding a new button to the mobile app, and the committee was shooting a welcome video to add to the website page.

Downtown Advisory Committee: Mayor Pro-Tem Ray stated the new lighted bollards have been installed, the committee discussed additional design features, and they welcomed a new member.

Legislative Subcommittee: Mayor Bristol noted the committee continued discussions regarding sales tax in preparation for the upcoming Legislative Days.

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

Councilmember Hodges requested an update on weekly bulk trash pickup.

EXECUTIVE SESSION:

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

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

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

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

Section 551.074 - To discuss and consider personnel matters, including the annual evaluation of the Town Manager, Town Attorney, and the Municipal Judge, and all matters incident and related thereto.

Section 551.071 - To consult with the Town Attorney regarding legal issues associated with Planned Development District regulations, pursuant to Division 24 of Article 2 of the Town's Zoning Ordinance, and all matters incident and related thereto.

Section 551.071 - To consult with the Town Attorney regarding legal issues associated with amortization agreements, and all matters incident and related thereto.

Section 551.071 - To consult with the Town Attorney regarding legal issues associated with code enforcement activities and substandard structures, law enforcement activities, and all matters incident and related thereto.

The Town Council recessed into Executive Session at 7:08 p.m.

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

The Town Council reconvened into Regular Session at 7:57 p.m.

No action was taken.

Adjourn.

The meeting was adjourned at 7:57 p.m.

These minutes were approved on the 25th day of February 2025.

APPROVED:

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary

DRAFT



TOWN SECRETARY

To: Mayor and Town Council

From: Michelle Lewis Sirianni, Town Secretary

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

Re: Canceling the May General Election

Town Council Meeting – February 25, 2025

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon an ordinance canceling the May 3, 2025, General Election.

Description of Agenda Item:

In accordance with the Texas Election Law, the filing period deadline for casting a place on the May 3, 2025, General Election ballot was Friday, February 14 and the write-in deadline was Tuesday, February 18. No other applications for a place on the ballot were received for Mayor, Place 1, and Place 4 other than our incumbents; therefore, allowing the Town to cancel the May General Election.

Budget Impact:

Due to canceling, the Town will see cost savings in Election Expenses funded through account 11011010-58700.

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: English & Spanish
2. Certification of Unopposed Candidates

Town Staff Recommendation:

Town Staff recommends the Town Council approve an ordinance canceling the May 3, 2025, General Election.

Proposed Motion:

I move to approve an ordinance canceling the May 3, 2025, General Election.

TOWN OF PROSPER, TEXAS**ORDINANCE NO. 2025-XX**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, CANCELING THE GENERAL ELECTION SCHEDULED TO BE HELD ON MAY 3, 2025, FOR THE PURPOSE OF ELECTING A MAYOR, COUNCILMEMBER PLACE 1, AND COUNCILMEMBER PLACE 4; DECLARING EACH UNOPPOSED CANDIDATE ELECTED TO OFFICE; ORDERING THE POSTING OF THIS ORDINANCE AT TOWN HALL ON ELECTION DAY; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Ordinance No. 2025-03, was adopted by the Town Council on February 11, 2025, for the purpose of electing a Mayor, Councilmember Place 1, and Councilmember Place 4 to the Prosper Town Council; and

WHEREAS, the election is for officers of the Town in which write-in votes may be counted only for names appearing on a list of write-in candidates and in which each candidate whose name is to appear on the ballot is unopposed; and

WHEREAS, the filing deadlines for name placement on the ballot and declaration of write-in candidacy have passed; and

WHEREAS, the Town Council has received the Town Secretary's certification that each candidate is unopposed for the election; and,

WHEREAS, Section 2.053(a) of the Texas Election Code authorizes the governing body to declare each unopposed candidate elected to office and to cancel the election.

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

SECTION 1.

The General Election for the purpose of electing a Mayor, Councilmember Place 1, and Council Place 4 previously called for May 3, 2025, is hereby canceled.

SECTION 2.

The following candidates, who are unopposed for the May 3, 2025, General Election, are hereby declared elected to office and shall be issued a certificate of election:

Mayor	David F. Bristol
Councilmember Place 1	Marcus E. Ray
Councilmember Place 4	Chris M. Kern

SECTION 3.

Pursuant to Section 2.053 of the Texas Election Code, the Town Secretary shall post a copy of this ordinance on Election Day, at the polling place used or that would have been used in the election.

SECTION 4.

Should any word, sentence, paragraph, subdivision, clause, phrase, or section of this ordinance or of the code of Ordinances, as amended hereby, be judged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance or the Code of Ordinances, as amended hereby, which shall remain in full force and effect.

SECTION 5.

This ordinance shall take effect immediately in accordance with the provisions of the Charter of the Town of Prosper, and it is accordingly so ordained.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, COLLIN AND DENTON COUNTIES, TEXAS, ON THIS THE 25TH DAY OF FEBRUARY, 2025.

APPROVED:

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney

CUIDAD DE PROSPER, TEXAS

ORDENANZA NO. 2025-XX

UNA ORDENANZA DEL CONCEJO MUNICIPAL DE LA CUIDAD DE PROSPER, TEXAS, QUE CANCELA LAS ELECCIONES GENERALES PROGRAMADAS PARA EL 3 DE MAYO DE 2025, CON EL FIN DE ELEGIR UN ALCALDE, MIEMBRO DEL CONSEJO DEL LUGAR 1 Y MIEMBRO DEL CONSEJO DEL LUGAR 4; DECLARAR A CADA CANDIDATO SIN OPOSICIÓN ELEGIDO PARA EL CARGO; ORDENAR LA PUBLICACIÓN DE ESTA ORDENANZA EN EL AYUNTAMIENTO EL DÍA DE LAS ELECCIONES; PROPORCIONAR UNA CLÁUSULA DE DIVISIBILIDAD; Y PREVIENDO UNA FECHA EFECTIVA.

MIENTRAS, la Ordenanza Núm. 2025-03, fue adoptada por el Concejo Municipal el 11 de febrero de 2025, con el propósito de elegir un Alcalde, un Miembro del Consejo del Lugar 1 y un Miembro del Consejo del Lugar 4 para el Concejo Municipal de Prosper; y

MIENTRAS, la elección es para funcionarios de la ciudad en la que los votos por escrito se pueden contar solo para los nombres que aparecen en una lista de candidatos por escrito y en la que cada candidato cuyo nombre debe aparecer en la boleta no tiene oposición; y

MIENTRAS, han pasado los plazos de presentación para la colocación del nombre en la boleta y la declaración de candidatura por escrito; y

MIENTRAS, el Consejo Municipal ha recibido la certificación del Secretario del Pueblo de que cada candidato no tiene oposición para la elección; y,

MIENTRAS, la sección 2.053(a) del Código Electoral de Texas autoriza al órgano rector a declarar elegido para el cargo a cada candidato sin oposición ya cancelar la elección.

AHORA, POR LO TANTO, EL CONCEJO DE LA CUIDAD DE LA CUIDAD DE PROSPER, TEXAS, ORDENA QUE:

SECCIÓN 1

Por la presente se cancela la Elección General con el propósito de elegir un Alcalde, un Miembro del Consejo del Lugar 1 y un Miembro del Consejo del Lugar 4 convocada anteriormente para el 3 de mayo de 2025.

SECCIÓN 2

Los siguientes candidatos, que no tienen oposición para las Elecciones Generales del 3 de mayo de 2025, son declarados elegidos para el cargo y se les emitirá un certificado de elección:

Alcade	David F. Bristol
Miembro del Consejo Lugar 1	Marcus E. Ray
Miembro del Consejo Lugar 4	Chris M. Kern

SECCIÓN 3

De conformidad con la Sección 2.053 del Código Electoral de Texas, el Secretario del Pueblo publicará una copia de esta ordenanza el Día de la Elección, en el lugar de votación utilizado o que se hubiera utilizado en la elección.

SECCIÓN 4

Si alguna palabra, oración, párrafo, subdivisión, cláusula, frase o sección de esta ordenanza o del código de Ordenanzas, según enmendado por la presente, se declara nula o inconstitucional, esto no afectará la validez de las partes restantes. de dicha ordenanza o el Código de Ordenanzas, según enmendado por la presente, que permanecerá en pleno vigor y efecto.

SECCIÓN 5

Esta ordenanza y la orden para una Elección General entrarán en vigencia a partir de la aprobación de esta ordenanza.

DEBIDAMENTE APROBADO Y APROBADO POR EL CONCEJO DE LA CUIDAD DE LOS CONDADOS DE PROSPER, COLLIN Y DENTON, TEXAS, EL DÍA 25 DE FEBRERO DE 2025.

APROBADO:

David F. Bristol, Alcalde

DOY FE:

Michelle Lewis Sirianni, Secretaria de la Cuidad

APROBADO EN FORMA Y LEGALIDAD:

Terrence S. Welch, Abogado de la Cuidad

**CERTIFICATION OF UNOPPOSED CANDIDATES FOR
OTHER POLITICAL SUBDIVISIONS (NOT COUNTY)**

***CERTIFICACIÓN DE CANDIDATOS NO PROPUESTOS PARA
OTRAS SUBDIVISIONES POLÍTICAS (NO DEL CONDADO)***

To: Mayor Bristol

Para: Alcalde Bristol

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates are unopposed for the election to office for the General Election scheduled to be held on Saturday, May 3, 2025.

Como autoridad responsable de tener preparada la boleta oficial, certifico que los siguientes candidatos no tienen oposición para la elección al cargo para la elección general programada para el sábado 3 de mayo de 2025.

Office(s) Cargo(s)

Candidate(s) Candidato(s)

Mayor

David F. Bristol

Town Council, Place 1

Marcus E. Ray

Town Council, Place 4

Chris M. Kern

Michelle Lewis Sirianni

Signature (*Firma*)

Michelle Lewis Sirianni

Printed name (*Nombre en letra de molde*)

Town Secretary

Title (*Puesto*)

February 19, 2025

Date (*Fecha*)



(Seal) (*sello*)



TOWN SECRETARY

To: Mayor and Town Council

From: Michelle Lewis Sirianni, Town Secretary

Through: Mario Canizares, Town Manager
Robyn Battle, Executive Director
Leigh Johnson, IT Director

Re: Video Streaming Contract Renewal

Town Council Meeting – February 25, 2025

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a renewal agreement for video streaming services with Granicus through The Interlocal Purchasing System (TIPS) for \$76,574 over three years.

Description of Agenda Item:

The Town of Prosper entered into an agreement for video streaming services with Swagit Productions, LLC, in January 2022 to facilitate live streaming of public meetings. The service includes the integration of the Town's agenda management software, allowing viewers to follow along with the agenda during the live meeting. The post-production component of the software indexes the video recording and links it to the agenda so viewers can easily jump from one agenda item to another.

Swagit Productions has since been acquired by Granicus, which is necessitating approval of a revised agreement. The renewal agreement includes video streaming, captioning, and recording services for up to 75 meetings per year. The Town currently live streams all Town Council regular meetings, Planning & Zoning Commission meetings, and Parks & Recreation Board meetings. The renewal agreement is for an initial term of three years for a total cost of \$76,574. After the initial term, the agreement may automatically renew on an annual basis.

The Town of Prosper previously entered into an interlocal agreement with TIPS. Participation in the cooperative purchasing program allows our local government to purchase goods and services through the cooperative program while satisfying all competitive bidding requirements.

Budget Impact:

Funding for this agreement is available in the Town Secretary's Budget within the IT Licenses account 11011010-56640.

Legal Obligations and Review:

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

Attached Documents:

1. Proposal

Town Staff Recommendation:

Town Staff recommends the Town Council authorize the Town Manager to execute a renewal agreement for video streaming services with Granicus through The Interlocal Purchasing System (TIPS) for \$76,574 over three years.

Proposed Motion:

I move to authorize the Town Manager to execute a renewal agreement for video streaming services with Granicus through The Interlocal Purchasing System (TIPS) for \$76,574 over three years.

THIS IS NOT AN INVOICE

Order Form
Prepared for
Prosper, TX**Procurement Vehicle: TIPS 220105
In Support of: Prosper, TX****ORDER DETAILS**

Prepared By: Andrea Marin
Phone:
Email: andrea.marin@granicus.com
Order #: Q-387591
Prepared On: 14 Feb 2025
Expires On: 27 Feb 2025

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Current Subscription End Date: 27 Feb 2025
Initial Order Term End Date: 27 Feb 2028
Period of Performance: 28 Feb 2025 - 27 Feb 2026

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Renewing Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
EASET™ 75	Annual	1 Each	\$23,818.20
CaptionLive Basic (Automated)	Annual	135 Hours	\$0.00
SUBTOTAL:			\$23,818.20

FUTURE YEAR PRICING

Solution(s)	Period of Performance	
	28 Feb 2026 - 27 Feb 2027	28 Feb 2027 - 27 Feb 2028
EASE™ 75	\$25,485.47	\$27,269.46
CaptionLive Basic (Automated)	\$0.00	\$0.00
SUBTOTAL:	\$25,485.47	\$27,269.46

PRODUCT DESCRIPTIONS

Solution	Description
EASE™ 75	EASE™ 75 Managed Service SaaS: Up To 75 Indexed Meetings per year (EASE™) - Includes Media On- Demand, 24/7 LIVE Stream and up to 120 hours of additional specialty content per year (No staff involvement—Hands Free).
CaptionLive Basic (Automated)	CaptionLive Basic - Automated Transcription Service in English with no text cleanup, per hour

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-387591 dated 14 Feb 2025 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Prosper, TX to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Terms & Conditions of TIPS Contract # 220105 are incorporated herein by reference.

BILLING INFORMATION

Billing Contact:		Purchase Order Required?	<input type="checkbox"/> - No <input type="checkbox"/> - Yes
Billing Address:		PO Number: <i>If PO required</i>	
Billing Email:		Billing Phone:	

If submitting a Purchase Order, please include the following language:
The pricing, terms, and conditions of quote Q-387591 dated 14 Feb 2025 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

TIPS 220105	
Signature:	
Name:	
Title:	
Date:	



PUBLIC WORKS

To: Mayor and Town Council

From: Carrie Jones, Director of Public Works

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

Re: North Central Texas Public Works Emergency Response Team

Town Council Meeting – February 25, 2025

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon approval of a Resolution authorizing the Town Manager to execute a Public Works Mutual Aid Agreement by and between the Town of Prosper and North Central Texas Participating Local Governments and/or Public/Political Subdivisions located wholly or partially within the State of Texas.

Description of Agenda Item:

Based on lessons learned from several past natural disasters and large-scale incidents, Public Works support has been identified as a necessary resource which needed a more regional approach to coordination. As a result, the North Central Texas Public Works Emergency Response Team (PWERT) was created to provide public works assistance when an emergency or disaster overwhelms local resources, especially within the North Central Texas region. While it was formed by and for local governments and operates on a voluntary quid pro quo basis, the team is supported and facilitated by the North Central Texas Council of Governments Emergency Preparedness Department. PWERT first deployed in response to resource requests during the April 3, 2012, tornado outbreak and continues to grow to meet regional needs.

There are currently 66 member cities throughout the North Central Texas region. While jurisdictions sign the mutual aid agreement to join the team, it is always up to that jurisdiction in any circumstance to either approve or deny a request for assistance. Signing the mutual aid agreement allows for this discretion by management but it also offers the protection of payment terms and allowable Operation Period, which are required to protect the town if reimbursement is sought for a disaster in the future. Additionally, once a jurisdiction joins the team, if/when public works resources are necessary to support a local response, it only takes 1 call to get needed resources identified, located, and sent. This call goes directly to the 24-hour response line and a team leader or member answers the call and coordinates the request at the direction of the requesting agency.

Budget Impact:

Any impact on the budget will be in personnel services and equipment use in the event the Town sends employees to respond to a request from another City or in the event the Town requests assistance which would require reimbursement to the responding agencies.

Legal Obligations and Review:

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

Attached Documents:

1. Resolution
2. PWERT Mutual Aid Agreement

Town Staff Recommendation:

Town Staff recommends approval of a Resolution authorizing the Town Manager to execute a Public Works Mutual Aid Agreement by and between the Town of Prosper and North Central Texas Participating Local Governments and/or Public/Political Subdivisions located wholly or partially within the State of Texas.

Proposed Motion:

I move to approve a Resolution authorizing the Town Manager to execute a Public Works Mutual Aid Agreement by and between the Town of Prosper and North Central Texas Participating Local Governments and/or Public/Political Subdivisions located wholly or partially within the State of Texas.

TOWN OF PROSPER, TEXAS**RESOLUTION NO. 2025-XX**

A RESOLUTION OF THE TOWN OF PROSPER, TEXAS, AUTHORIZING THE TOWN MANAGER TO EXECUTE A PUBLIC WORKS MUTUAL AID AGREEMENT BY AND BETWEEN THE TOWN OF PROSPER AND NORTH CENTRAL TEXAS PARTICIPATING LOCAL GOVERNMENTS AND/OR PUBLIC/POLITICAL SUBDIVISIONS LOCATED WHOLLY OR PARTIALLY WITHIN THE STATE OF TEXAS; MAKING FINDINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the North Central Texas Public Works Emergency Response Team (PWERT) was established to offer public works support during emergencies or disasters that exceed the capacity of local resources, particularly within the North Central Texas region; and

WHEREAS, the Town Council of the Town of Prosper deems the adoption of this Resolution to be in the best interests of the health, safety, and welfare of the public.

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

SECTION 1

The Town Council approves and authorizes entering into the Public Works Mutual Aid Agreement with the North Central Texas Participating Local Governments for public works emergency response services.

SECTION 2

The Town Manager of the Town of Prosper, Texas, is hereby authorized to execute the Public Works Mutual Aid Agreement, which is attached hereto as Exhibit 1 and incorporated by reference.

SECTION 3

This Resolution shall take effect immediately upon and after its passage.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, THIS THE 25TH DAY OF FEBRUARY, 2025.

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney

**NORTH CENTRAL TEXAS PUBLIC WORKS
MUTUAL AID AGREEMENT**

Item 7.

This mutual aid agreement ("Agreement") is entered into by, between, and among the North Central Texas Participating Local Governments and/or Public/Political Sub-Divisions located wholly or partially within the State of Texas acting by and through their duly authorized officials. The undersigned Participating Local Governments and any and/or Public/Political Sub-Divisions of the State of Texas adopting this agreement upon a formal order of their respective governing bodies as provided therein may be referred to in this Agreement individually as "Party" and collectively as "Parties." By signing this document, and sending it to the Public Works Emergency Response Team, at an address maintained by the NCTCOG, the agency has indicated that it consents to be a party to this emergency mutual aid agreement, and acknowledges that it is not necessary to receive copies of the agreement from other agencies that are party to such agreement.

RECITALS

WHEREAS, the Parties recognize the vulnerability of the people and communities located within local governments and public subdivisions to damage, injury, and loss of life and property resulting in emergencies, disasters or civil emergencies and recognize that such incidents may present equipment and personnel requirements beyond the capacity of each individual (governmental entity) (Party); and

WHEREAS, the governing officials of the Parties desire to secure for each Party the benefits of Mutual Aid for the protection of life and property in the event of an emergency, disaster or civil emergency or public works emergency; and

WHEREAS, the Parties *that* wish to make suitable arrangements to provide Mutual Aid are so authorized, and make this Agreement pursuant to *all governmental power inherent in home rule and other municipalities and all statutory authority, including, but not limited to, the Interlocal Cooperation Act Chapter 791 of the Texas Government Code); the Texas Disaster Act of 1975 as amended Chapter 418 of the Texas Government Code including the Texas Statewide Mutual Aid System of the Emergency Management Chapter, set out in Subchapter E-1 of Texas Government Code, Section 418.111 et seq, and any amendments to that authority or other authority that may be set out in the constitution of laws of the State of Texas;*

WHEREAS, it is understood that the creation of this Agreement and the Texas Statewide Mutual Aid System (SB11) under Chapter 418 E-1 does not replace or supersede existing mutual aid agreements or interfere with the ability of municipalities to enter into written mutual aid agreements in the future. It is understood that if a written agreement is entered into by governmental entities or municipalities requesting resources, then the terms of that agreement control the rights and responsibilities of the participating parties to the extent the agreement provides terms that differ from the Texas Statewide Mutual Aid System.

WHEREAS, it is expressly understood that any mutual aid extended under this Agreement and the operational plan adopted pursuant thereto, is furnished in accordance with the "Texas Disaster Act" and other applicable provision of law and except as otherwise provided by law, that the responsible local official in whose jurisdiction an incident requiring Mutual Aid has occurred shall remain in charge at such incident including the direction of such personnel and equipment provided him/her through the operation of such Mutual Aid Plans;

**NORTH CENTRAL TEXAS PUBLIC WORKS
MUTUAL AID AGREEMENT**

Item 7.

NOW, THEREFORE, the Parties agree as follows:

Section 1: Incorporation: The above whereas provisions and statements are incorporated as if written word for word below.

Section 2: Purpose: This Agreement is hereby established to provide planning and operating procedures whereby public works related Agencies may request aid and assistance in the form of personnel, equipment, materials and/or other associated services from other public works related agencies. This agreement allows for better coordination of efforts, identifies available resources and helps ensure that timely aid can be provided.

Section 3: Definitions

- A. "Agency" means any municipal public works agency, township road district, county highway departments, or any Public/Political sub-division that performs a public works function that abides by the provisions as found in this Agreement.
- B. "Administrative Agency" means the entity designated by the Parties to be responsible for maintaining the documents associated with this Agreement including distributing Point of Contact and Resource Inventory information.
- C. "Assisting Party" or "Responding Party" means the agency or organization which has received a request to furnish aid and assistance from another Party and has agreed to provide the same.
- D. "Civil Emergency" means an unforeseen combination of circumstances or the resulting consequences thereof within the geographic limits of a given jurisdiction that calls for immediate action or for which there is an urgent need for assistance or relief to protect the general citizenry.
- E. "Disaster" means the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or manmade cause, including but not limited to fire, flood, earthquake, wind, storm, wave action, winter storm, biological or health hazards, dam or levee break, drought, explosion, riot,, acts of terrorism and other public calamity requiring emergency action or requiring homeland security activity (as that term is defined in Chapter 421 of the Texas Government Code entitled Homeland Security) that is or likely to be, beyond the control of the services personnel equipment and facilities of a Party that requires assistance under this Agreement, but must be coordinated through the appropriate local accredited/certified Emergency Management Agency coordinator.
- F. "Emergency" means any occurrence or threat thereof, whether natural or caused by man, in war or in peace, which results in substantial injury or harm to the population, or substantial damage to or loss of property.
- G. "Homeland security activity" means any activity related to the prevention or discovery of, response to, or recovery from a terrorist attack, natural or man-made disaster, hostile military or paramilitary action, or extraordinary law enforcement emergency.
- H. "Mutual Aid" means providing resources such as personnel, equipment, services and supplies. These resources support typical public works missions or tasks such as: removal of debris, restoration of water/wastewater operations, flood control, infrastructure system repairs, standby power, and damage assessment.

**NORTH CENTRAL TEXAS PUBLIC WORKS
MUTUAL AID AGREEMENT**

Item 7.

- I. "National Incident Management System (NIMS)" means a Presidential directive that provides a consistent nationwide approach that allows federal, state, local and tribal governments as well as private sector and nongovernmental organizations to work together to manage incidents and disasters of all kinds.
- J. "Operational Period" shall mean a period of time beginning at the time of the request for Mutual Aid and lasting no longer than thirty six (36) hours. Typically assistance would be given in Twelve (12) hour shifts for operational efficiencies. It is the intention of this mutual aid to be for assistance in the initial response to the emergency and not part of the long term recovery. If assistance is requested beyond the initial 36 hours, then the Requesting Party must work with the Responding Party directly and put in place a mutual agreeable contract and payment for services rendered. It is also understood that any agency responding under this mutual aid agreement will not receive any reimbursement for their mutual aid assistance up to the first 36 hours, even if the event becomes a declared emergency by the President. After the first 36 hours repayment shall be provided. It is also understood that any agency for any reason may decline to assist or recall their mutual aid at any time.
- K. "Point of Contact" means a person and/or an agency's department/office serving as the coordinator or focal point of information dealing with public works emergency response activities.
- L. "Public Works Emergency Response Team" (PWERT) means a working group of Public Works Officials representing their agencies; whose mission is to develop and maintain a region wide network of public works' related agencies. This teams' principal purpose is to provide mutual aid response and recovery assistance, to each other, when confronted with natural or man-made emergencies or disasters. This Group is designated as the Administrative Agency to manage this Agreement.
- M. "Requesting Party" means the agency or organization receiving aid and assistance from an Assisting Party.
- N. Public/Political Sub-Division means a basic level of independent local government or quasi-government authorized by Section 52 of the Texas Constitution that typically have a specific or limited purpose including Dallas Fort Worth International Airport, Toll Authorities, independent school districts, water or wastewater districts and improvement and economic development districts and exist separately from general purpose local governments such as county, city or townships.

Section 4: Term

This Agreement shall become effective as to each Party on date of adoption as indicated on the signature page for each Party and shall continue in force and remaining binding on each and every Party for twelve (12) months from the effective date. This Agreement shall renew automatically for a period of one year upon the completion of the initial term and each subsequent term unless such time as the governing body of a Party terminates its participation in this Agreement pursuant to Section 5 of this Agreement. Termination of participation in this Agreement by a Party or Parties shall not affect the continued operation of this Agreement between and among the remaining Parties

**NORTH CENTRAL TEXAS PUBLIC WORKS
MUTUAL AID AGREEMENT**

Item 7.

Section 5: Termination

Any Party may at any time by resolution or notice given to all the other Parties decline to participate in the provision of Public Works Mutual Aid. The Governing Body of a Party shall, by Resolution, give notice of termination of participation in this Agreement and submit a copy of such resolution to the Administrative Agency and all other Parties. Such termination shall become effective thirty (30) days after filing of such notice. The termination by one or more of the Parties of its participation in this Agreement shall not affect the operation of this Agreement as between the other Parties hereto.

Section 6: Responsibility of Parties

Provision of Aid: Each Party recognizes that it may be requested to provide aid and assistance at a time when it is necessary to provide similar aid and assistance to the Party's own constituents. This Agreement shall not be construed to impose any unconditional obligation on any Party to provide aid and assistance. A Party may choose not to render aid and assistance at any time for any reason, or to recall aid that has been deployed at any time.

Section 7: Request for Assistance: The request for assistance will:

- A. Be made only with a Declaration of a state of Local Civil Emergency or Declaration of Disaster by a Requesting Party pursuant to Section 418.108, Texas Government Code or after a proclamation of a State of Emergency under Section 433.001, Texas Government Code,
- B. Be made only without a Declaration of a state of Local Civil Emergency or Declaration of Disaster if the Requesting Party expects to use the resource(s) for less than one Operational Period or if the declaration of emergency is expected to be issued during the first Operational Period.
- C. Be made by the highest ranking authority of Requesting Party available at the time of need,
- D. Be made to the highest ranking authority of the Responding Party available at the time of need, and
- E. Specify to the greatest extent possible the nature of the problem requiring assistance and the resources requested.

Section 8: Procedures for Requests and Provision of Mutual Aid: See Attachment 1

Section 9: Cost Limitation

A Requesting Party shall not be required to reimburse a Responding Party for costs incurred during the first Operational Period as defined in Section 3 of this Agreement. A Requesting Party shall be required to reimburse a Responding Party for costs incurred after the first Operational Period.

**NORTH CENTRAL TEXAS PUBLIC WORKS
MUTUAL AID AGREEMENT**

Item 7.

Section 10: Expending Funds:

A Responding Party that performs services or furnishes aid pursuant to this Agreement shall do so with their own current funds. No Party shall have any liability for the failure to expend funds to provide aid hereunder.

Section 11: Insurance

- A. Worker's Compensation Coverage: Each Party shall be responsible for its own actions and those of its employees and is responsible for complying with the Texas Workers' Compensation Act.
- B. Automobile Liability Coverage: Each Party shall be responsible for its own actions and is responsible for complying with the Texas motor vehicle financial responsibility laws.
- C. To the extent permitted by law and without waiving sovereign immunity, each Party shall be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions and the actions of its personnel in providing Mutual Aid assistance rendered or performed pursuant to the terms and conditions of this Agreement. Each party agrees to obtain general liability and public official's liability insurance, if applicable, or maintain a comparable self-insurance program.

Section 12: Miscellaneous

- A. Entirety: This Agreement contains all commitments and agreements of the Parties with respect to the Mutual Aid to be rendered hereunder during or in connection with an Emergency, Disaster and/or Civil Emergency. No other oral or written commitments of the Parties with respect to mutual aid under this Agreement shall have any force or effect if not contained herein, except as provided in Section 12E below.
- B. Other Mutual Aid Agreements: This Agreement is not intended to replace or conflict with - local mutual aid agreements for other emergency response needs such as fire and police or for the other purposes
- C. Severability: If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provision of the Agreement that can be given effect without the invalid provision, and to this end the provisions of the Agreement are severable.
- D. Validity and Enforceability: If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made as part of the Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirement of the limitations, and so modified, this Agreement shall continue in full force and affect.
- E. Amendment: This Agreement may be amended only by the mutual written consent of the Parties.
- F. Governing Law and Venue: The Laws of the State of Texas shall govern this Agreement. In the event of an Emergency or Disaster physically occurring within the geographical limits of only one county that is a Party hereto, venue shall lie in the county in which the Emergency or Disaster occurred. In the event an Emergency or Disaster physically occurring in more

**NORTH CENTRAL TEXAS PUBLIC WORKS
MUTUAL AID AGREEMENT**

Item 7.

than one county that is a Party thereto, venue shall be determined in accordance with the Texas Rules of Civil Procedure.

- G. Signatories: The PWERT shall be the official repository of original pages of the Parties to this Agreement and will maintain an up-to-date list of those Parties. Each Party will retain a copy of their own originally signed document with an additional individual signature page from their Agency to be filed with the PWERT under this Agreement. *PWERT will maintain contact information from all of the parties and provide for a means of communication whenever there is a need to call for mutual aid. This agreement may be signed in multiple copies, and it is only necessary for the agencies to notify the PWERT and keep them informed of the contact information.*
- H. PWERT – the Administrative Agency, managing this agreement, provides for one membership seat for each participating agency and one alternate seat. The primary seat should be held by a Public Works Official or designee. The alternate seat should be held by a member of the jurisdiction of the Emergency Management Division or designee. The jurisdiction is not required to fill the seats, but, it is strongly recommended, in order to receive information and training for emergency response.

EXECUTED this _____ day of _____, 20__

_____, Texas
(Local Jurisdiction)

By: _____

Printed Name: _____

Title: _____

**PROCEDURES TO USE FOR THE NORTH CENTRAL TEXAS
PUBLIC WORKS MUTUAL AID AGREEMENT**

Here are the suggested steps for your agency to follow when using the Agreement. Generally if the Emergency Operations Center for your city is activated follow the incident command system and associated communications operations plan to request resources.

1. Requesting Party Steps to Follow:

- A. Assess the situation and determine the resources needed.
- B. Fill out the REQUESTING PARTY Checklist (Form 1).
- C. Locate agencies included in the agreement **OR** Contact the Public Works Emergency Response Team (PWERT) standby point of contact for assistance to complete the remaining steps.
- D. Call one or more agencies that may have the resources you need.
- E. Fill out a REQUESTING PARTY MUTUAL AID INFORMATION Form (Form 2).
- F. Send copy of the form to the RESPONDING PARTY as soon as possible.

2. Responding Party Steps to Follow:

- A. Make sure you can fulfill the request before providing an answer. Notes: 1) obtain required local authority to deploy the resources 2) providing assistance is voluntary and an agency is not required to fulfill the request if you determine the resources are critical to your operational needs.
- B. Analyze the risk level of the request.
- C. Complete the RESPONDING PARTY Checklist (Form 3) with the information given by the REQUESTING PARTY.
- D. Brief your employees and prepare the equipment.
- E. Complete the Employee & Equipment Information Form (Form 4). Provide copies to your responding staff and to the REQUESTING PARTY.
- F. Dispatch staff to the REQUESTING PARTY for assistance.

3. Supervision and Control: The responding personnel, equipment and other resources will be under the operational control of the Requesting Party. These response operations shall be NIMS compliant as well as organized and functioning within an Incident Command System (ICS), Unified Control System (UCS). Direct supervision and control of responding party's resources shall remain with their designated supervisor(s). The designated supervisor(s) shall: maintain personnel time records, material records and a log of equipment hours and report work progress to the Requesting Party. The Responding Party's personnel and other resources remain subject to recall by the Responding Party's authority at any time, subject to reasonable notice to the Requesting Party.

4. Food, Housing and Self Sufficiency: Unless specifically instructed otherwise, the Responding Party will have the ability to be self-sufficient as practicable from the time of arrival to their designated staging area location to the time of their arrival back at the Responding Party's home department. However, the requesting agency may need to provide resources for tasks extending normal supplies. For example, if the required tasks require significant mobile activities and fuel, the Requesting Party should be prepared to augment their gas/diesel supplies.

**PROCEDURES TO USE FOR THE NORTH CENTRAL TEXAS
PUBLIC WORKS MUTUAL AID AGREEMENT**

5. Communications: Unless specifically instructed otherwise, the Requesting Party shall have the responsibility for coordinating communications between the personnel of the Responding Party and the Requesting Party. Responding Party should be prepared to furnish their own internal communications equipment sufficient to only maintain communications among their respective operating units.



PUBLIC WORKS

To: Mayor and Town Council

From: Carrie Jones, Director of Public Works

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

Re: Wastewater Line Smoke Testing Services

Town Council Meeting – February 25, 2025

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon authorizing the Town Manager to enter into a Professional Services Agreement with Burgess and Niple for wastewater line smoke testing services totaling \$79,600.

Description of Agenda Item:

Annually the Public Works Department selects segments of the wastewater collection system to test for inflow and infiltration (I&I). This is when groundwater or runoff enters the collection system causing an increase in flows that need treatment resulting in increased treatment costs. Staff will be focusing on the area in and around downtown Prosper bordered by Prosper Trail, First Street, Preston Road, and the railroad tracks.

As part of this process, smoke is injected into the collection system to identify locations that may be allowing water to penetrate. These locations can then be repaired to seal the system and reduce the amount of infiltration of the system.

Budget Impact:

The cost of the testing is \$79,600.00. This funding is budgeted annually to test portions of the collection system. Project costs will be charged to 70050530-56000.

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. Burgess & Niple Professional Services Agreement

Town Staff Recommendation:

Town Staff recommends the Town Council authorize the Town Manager to enter into a Professional Services Agreement with Burgess and Niple for wastewater line smoke testing services totaling \$79,600.

Proposed Motion:

I move to authorize the Town Manager to enter into a Professional Services Agreement with Burgess & Niple for wastewater line smoke testing services totaling \$79,600.

BURGESS & NIPLE

Proposal for Technical Services

DATE: January 22nd, 2025

TO: Town of Prosper
250 W. First St.
Prosper, TX 75078

FROM: Burgess & Niple, Inc.
10801 N. Mopac Expwy, Suite 340
Austin, Texas 78759

PROJECT: 2025 Phase 9 Smoke Testing

This project is an assessment of portions of the Town of Prosper wastewater collection system using a traditional smoke testing method. The goal of the project is to identify system deficiencies caused by structural and inflow and infiltration related issues. The goals of the project shall be accomplished through the performance of various tasks listed below by Burgess and Niple, Inc. (ENGINEER) for the Town of Prosper (OWNER):

1.0 PROJECT WORK PLAN

This proposed work plan is being presented to the OWNER with the primary goal to perform a traditional smoke test of OWNER designated portions of the wastewater collection system and document findings.

Task 1 – Preparatory Work, Project Organization & Mobilization

This task provides for the deployment of equipment and personnel to the project area and development of formal communication channels and data security protocols. Under this task, ENGINEER will:

- Attend any scheduled Project Kickoff Meetings
- Develop and organize field task efforts
- Develop project status reporting formats
- Develop formal communication channels
- Develop field task maps and data collection formats
- Develop format for preparing and submitting invoices
- Develop channels for communication of Action Items
- Mobilize field crews to the project area

Required from Others: Wastewater collection system map in electronic format.

Deliverables: Attendance of the appropriate personnel at the Project Kickoff Meeting and development of the items listed above for ENGINEER interface with the OWNER.

Compensation for this task shall be on a lump sum basis as shown in Table 1 – Compensation.

Task 2 – Smoke Testing

Smoke testing shall be completed on portions of the wastewater collection system (currently estimated to be \pm 87,824 linear feet) within the area of the collection system as designated by the OWNER. A map of the area is attached to this proposal for the area identified to be smoke tested. Harmless smoke will be introduced into the sewer system using air blowers having a minimum rated capacity of 4,000 CFM. Smoke testing shall be conducted under dry weather conditions to allow the maximum detection of inflow and rainfall responsive infiltration sources. Notification of residences and businesses shall be made 24 hours prior to smoke testing via door hangers and verbal communication.

Digital photographs of every smoke leak found will be taken and GPS coordinates of the leak location collected and attached to the field forms.

Smoke testing data collected in the field will include:

- Upstream/downstream manhole number/Line ID
- Length of sewer line
- Ground cover over line segment
- GPS coordinates of smoke emission
- Degree of smoke observed
- Leak location relative to drainage paths/ponding areas
- Storm sewer crossings or cross connections
- Classifications of defects as:
 - Main line
 - Manhole
 - Public service line
 - Private service line

Assumptions: Based on available information, there are an estimated 87,824 LF of wastewater collection lines in the area to be tested. The field data for each smoke test shall be recorded in Microsoft Access format. ENGINEER will provide immediate notification of field conditions that could cause damage to persons or property. Any public meetings, if required for this project, should be conducted before the smoke testing operations begin.

Required from Others: The OWNER will provide assistance in locating and opening existing manholes, cleanouts, and access devices as required. The OWNER will provide access to all system appurtenances in the study area. The OWNER shall provide listings of persons to be notified on a daily basis of work locations during smoke testing.

Deliverables: Smoke testing services for approximately 87,824 LF of existing sanitary sewer mains of various sizes.

Compensation for this task shall be on a per unit basis as shown in Table 1 – Compensation.

Task 3 – Engineering Evaluation, Data Analysis, and Report

This task consists of engineering supervision of all field data collection operations, analysis of the collected data and presentation of the field data and analysis results as a Final Report, which shall include the following information. The OWNER may, at its discretion, request that an Interim Report be presented for the purpose of review and comment. Comments from the Interim Report shall be incorporated into the Final Report.

- a. Description of the type and nature of the problems found in the system. This information shall include the type of leak located, estimated leak rate, and estimated construction cost to repair the leak.

Town of Prosper
1/22/2025

- b. Database printout of recommended rehabilitation cost ranked by unit cost
- c. Database listing of all problems located, along with the digital photograph documentation of the defect. Database inventory of all inspected collection lines.
- d. Recommendations for rehabilitation work grouped by major system component (main lines, service lines, and manholes). The recommendations will provide the information necessary for the rehabilitation work to be performed either by the OWNER or by a Contractor.
- e. ArcGIS project outlining the location of all located leaks, all inspected system components, and location of all recommended system rehabilitation.

One original copy of the collected field data with photographs of smoke leaks and project database will be provided to the OWNER in both electronic and hardcopy formats, as appropriate.

Compensation for this task shall be on a lump sum basis as shown in Table 1 – Compensation.

2.0 INDEMNIFICATION

In addition, and notwithstanding any other provisions of the Agreement, the OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless The ENGINEER, its officers, directors, employees, and subconsultants, against all damages, liabilities or costs including reasonable attorneys' fees and defense costs, arising out of or in any way connected with this project or the performance by any of the parties above names of the services under this Agreement, excepting only those damages, liabilities, or costs attributable to the negligent acts of negligent failure to act by ENGINEER.

3.0 INSURANCE

Prior to the commencement of any work, ENGINEER shall furnish the OWNER with certificates of insurance covering claims arising out of the performance of the Services and caused in whole or part by the errors, omissions, or negligent acts for which B&N is legally liable. Such certificates shall provide that the OWNER receives at least thirty (30) days prior written notice of any material change in, or the cancellation of such insurance.

- Workers' Compensation Insurance in accordance with applicable state requirements
- Errors and Omissions Insurance with limits not less than \$1,000,000.00 combined single limit
- Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with a minimum combined limit of \$500,000.00 per occurrence for bodily injury and property damage.

4.0 COMPENSATION FOR SERVICES AND TERMS OF PAYMENT

The total price to cover all services described under the Scope of Work will be computed based on the unit prices shown in Table 1 and quantities of work completed as authorized by the OWNER including the lump sum tasks amounts being established by percent of completion. Quantities found in field investigation may vary and will be performed and charged by the unit price shown in Table 1 in an amount not to exceed the total proposal cost of \$79,600.00 by 10%, unless authorized in writing by the OWNER. Invoices will be rendered monthly and are due within thirty (30) days of receipt. Table 1 delineates the unit price for each task.

Table 1 – Compensation

Task	Task Description	Unit	Estimated Quantities	Unit Price	Total Price
1	Preparatory Work, Project Organization & Mobilization	Lump Sum	1	\$4,500.00	\$4,500.00
2	Smoke Testing	Linear Foot	87,824	\$0.73	\$64,100.00
3	Engineering Evaluation, Data Analysis and Report	Lump Sum	1	\$11,000.00	\$11,000.00
TOTAL					\$79,600.00

5.0 INFORMATION AND SERVICES TO BE PROVIDED BY THE OWNER

The OWNER shall provide the following information and services:

1. Mapping (ArcGIS format) and associated data representing the existing sewer system including lift stations, sewer lines, manholes, cleanouts, street right of ways, easements, and creeks and/or waterways within the Study Area.
2. Liaison with OWNER officials to provide effective coordination and cooperation between the fire, police, utility departments and ENGINEER as necessary during execution of field work.
3. Access to manholes and cleanouts.
4. Assistance by OWNER personnel, knowledgeable of manhole and cleanout locations, and in locating buried or hidden manholes or cleanouts.
5. Expose for entry, manholes that require excavation, cutting of pavement, and/or have lids fastened or frozen in place.

6.0 SCHEDULE

The work being performed under this project shall be completed in eight weeks (assuming favorable weather conditions and field crew availability).

7.0 NOTICE TO PROCEED

The completion of the proposed work shall be contingent upon receipt of Authorization to Proceed by the OWNER and a signed copy of this proposal.

Town of Prosper
1/22/2025

BURGESS & NIPLE, INC.

TOWN OF PROSPER



Edwin J. Muccillo, PE
Chairman

1/22/2025

Date

Signature

Title

Date



FIRE DEPARTMENT

To: Mayor and Town Council
From: Stuart Blasingame, Fire Chief
Through: Mario Canizares, Town Manager
Re: Delta Fire & Safety Bunker Gear Purchase
Town Council Meeting – February 25, 2025

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon the purchase of bunker gear and protective clothing from Delta Fire & Safety Inc. through BuyBoard Contract #698-23, in the amount of \$81,946.

Description of Agenda Item:

This purchase will buy replacement bunker gear and protective clothing for firefighters in compliance with NFPA 1851.

Budget Impact:

The cost for bunker gear and protective clothing is \$81,945.57. This expenditure is included in the approved budget and will be funded from Account No. 13030010-54200.

Attached Documents:

1. Quotation Delta Fire & Safety, Inc.

Town Staff Recommendation:

Town Staff recommends the Town Council approve the purchase of bunker gear and protective clothing from Delta Fire & Safety, Inc. through BuyBoard Contract #698-23, in the amount of \$81,946.

Proposed Motion:

I move to approve the purchase of bunker gear and protective clothing from Delta Fire & Safety, Inc. through BuyBoard Contract #698-23, in the amount of \$81,946.

Sales Quote

QUOTE-6374



February 5, 2025

Bill To Address

Prosper FD
911 Safety Way
Prosper, TX 75078
USA

Ship-to Address

Prosper FD
911 Safety Way
Prosper, TX 75078
USA

Delta Fire & Safety Inc.

3159 Summit Dr.
Port Neches, TX 77651
USA

Valid to

March 7, 2025

Salesperson

Celeste Young

Contract

BuyBoard 698-23

No.	Description	Quantity	Unit Price	Line Amount
HONEYWELL	TXPROS00022, LTO 56TG Tails Coat Brigade Nomex Natural(WHITE), Titanium, Stedair 4000, Fire Chief Spec, List Price: \$3,033.17	1	\$2,274.87	\$2,274.87
HONEYWELL	TXPROS00023, MPL56TG Pro Fit Pants Brigade Nomex Natural(WHITE), Titanium, Stedair 4000, Fire Chief Spec, List Price: \$2,000.11	1	\$1,500.08	\$1,500.08
HONEYWELL	TXPROS00018, LTO 17BG Tails Coat Armor AP Golden Brown, Glide Ice, Stedair 4000, Captain Spec, List Price: \$3,123.21	3	\$2,342.40	\$7,027.20

February 5, 2025

Page 2 / 2

No.	Description	Quantity	Unit Price	Line Amount
HONEYWELL	TXPROS00025, MPL 17BG Pro Fit Pants Armor AP Golden Brown, Glide Ice, Stedair 4000, Captain Spec, List Price: \$2,124.83	3	\$1,593.62	\$4,780.86
HONEYWELL	TXPROS00015, LTO 17BG Tails Coat Armor AP Golden Brown, Glide Ice, Stedair 4000, Regular FF Spec, List Price: \$3,080.09	17	\$2,310.06	\$39,271.02
HONEYWELL	TXPROS00012, MPL 17BG Pro Fit Pants Armor AP Golden Brown, Glide Ice, Stedair 4000, Regular FF Spec, List Price: \$2,124.83	17	\$1,593.62	\$27,091.54
		Subtotal		81,945.57
		Total Tax		0.00
Freight: Shipping & Handling charges - Pre-Pay and Add; Charges to be added to final invoice		Total \$		81,945.57



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: First Amendment – Thoroughfare Impact Fees Reimbursement Agreement
(Park Place, Prosper Meadows, and Shaddock-Prosper)

Town Council Meeting – February 25, 2025

Strategic Visioning Priority: 1. Acceleration of Infrastructure

Agenda Item:

Consider and act upon authorizing the Town Manager to execute the First Amendment to the Thoroughfare Impact Fees Reimbursement Agreement between PPP 100 DEV LLC, PROSPER MEADOWS LP, SHADDOCK-PROSPER PARK PLACE 2, LLC, and the Town of Prosper, Texas, related to the construction of Teel Parkway, Prosper Trail, and Legacy Drive to serve the Park Place, Prosper Meadows, and Shaddock-Prosper developments.

Description of Agenda Item:

At the September 26, 2023, Town Council meeting, the Town Council approved a Thoroughfare Impact Fees Reimbursement Agreement with PPV 100 DEV LLC, PROSPER HILLS LP, and PROSPER MEADOWS LP, which are developing multiple residential projects and were required to construct the following thoroughfares:

- Project 1: southern half of Prosper Trail from the western limits of the Park Place development (eastern limits of the Prosper Hills development, now referred to as Shaddock-Prosper) to the eastern limits of the Park Place development (western limits of the Star Trail development)
- Project 2: southern half of Prosper Trail from Teel Parkway to eastern limits of the Shaddock-Prosper development
- Project 3: eastern half of Teel Parkway from Prosper Trail to southern limits of Shaddock-Prosper development
- Project 4: after construction of Projects 1-3 above, and prior to the start of development of the Preston Meadows development, if sufficient remaining thoroughfare impact fees are available, then northern half of Prosper Trail adjacent to the Prosper Meadows development

Per the original Thoroughfare Impact Fees Reimbursement Agreement, in order to provide the required second point of access to the Park Place development, prior to the final acceptance of the first phase within any of the three developments, the thoroughfare listed above as Project 1 must be completed and accepted by the Town, in addition to:

- Segment A: southern half of Prosper Trail from the eastern limits of the Park Place development to Legacy Drive, and one of the following:
- Segment B: western half of Legacy Drive from Prosper Trail to northern limits of Star Trail development with transition to Joyce Hall Elementary,
- Segment C: eastern half of Legacy Drive from Prosper Trail to Joyce Hall Elementary, that is planned to be constructed by others, or
- Segment D: paving improvements within the Pearls at Prosper community, connecting from Prosper Trail to Legacy Drive.

If Segment B is constructed, the Town will contribute \$200,000 towards the cost of construction after completion and acceptance by the Town.

Since the approval of the original agreement, PROSPER HILLS LP, assigned to SHADDOCK-PROSPER PLACE 2, LLC, its rights, interests, and obligations. In addition, there is another roadway segment that is being constructed with the Star Trail development that meets the criteria for a second point of access.

The purpose of the First Amendment to the Thoroughfare Impact Fees Reimbursement Agreement is to add Segment E within the Star Trail development, connecting Prosper Trail to Legacy Drive, as an additional option for providing the required second point of access. The First Amendment also includes revisions to Exhibit B, C, and D to depict this change.

Budget Impact:

The total estimated cost for the design and construction of Projects 1, 2, 3, and 4 is \$4,685,000. The current anticipated thoroughfare impact fees owed by the Park Place, Prosper Meadows, and Shaddock-Prosper developments is \$3,159,666. In the event that full reimbursement has not been made to PPP 100 DEV LLC, PROSPER MEADOWS LP, SHADDOCK-PROSPER PARK PLACE 2, LLC, by the Town after the expiration of ten (10) years from the date of the Town's acceptance of the roadways, the Town will reimburse PPP 100 DEV LLC, PROSPER MEADOWS LP, SHADDOCK-PROSPER PARK PLACE 2, LLC, any shortfall.

Legal Obligations and Review:

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

Attached Documents:

1. Town of Prosper Thoroughfare Plan
2. First Amendment Thoroughfare Impact Fees Reimbursement Agreement
3. Original Thoroughfare Impact Fees Reimbursement Agreement

Town Staff Recommendation:

Town staff recommends that the Town Council authorize the Town Manager to execute the First Amendment to the Roadway Impact Fee Agreement between DNT Frontier, LP, and the Town of Prosper, Texas, related to the construction of the DNT Backer Road to serve the DNT Frontier Retail Center development.

Proposed Motion:

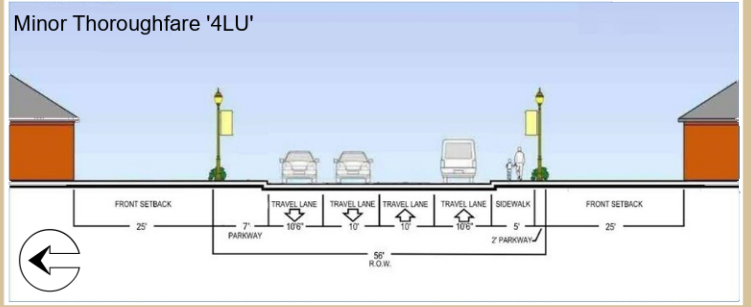
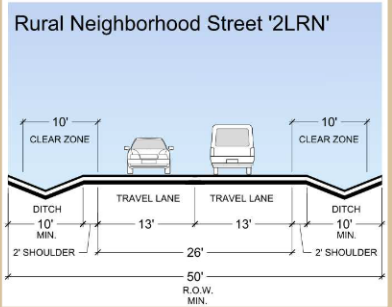
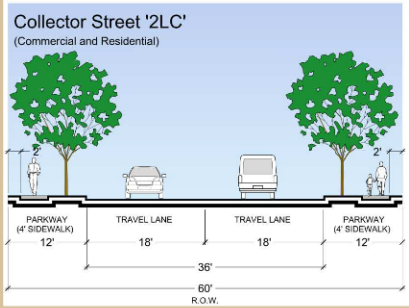
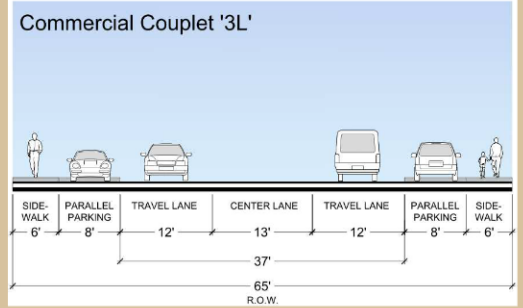
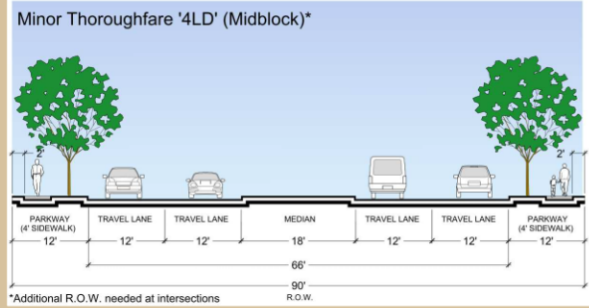
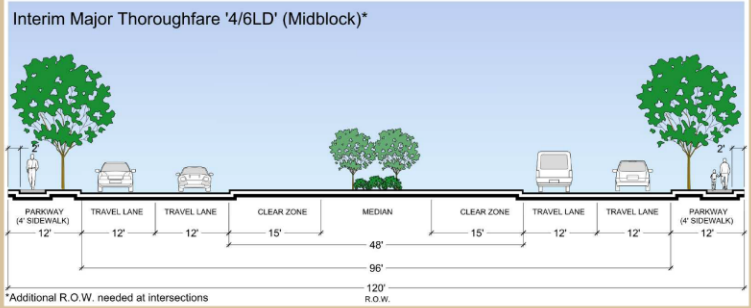
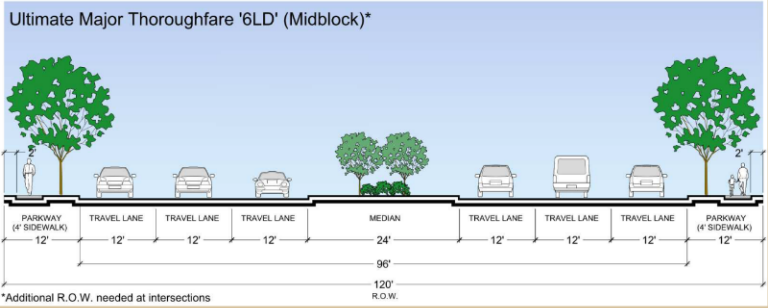
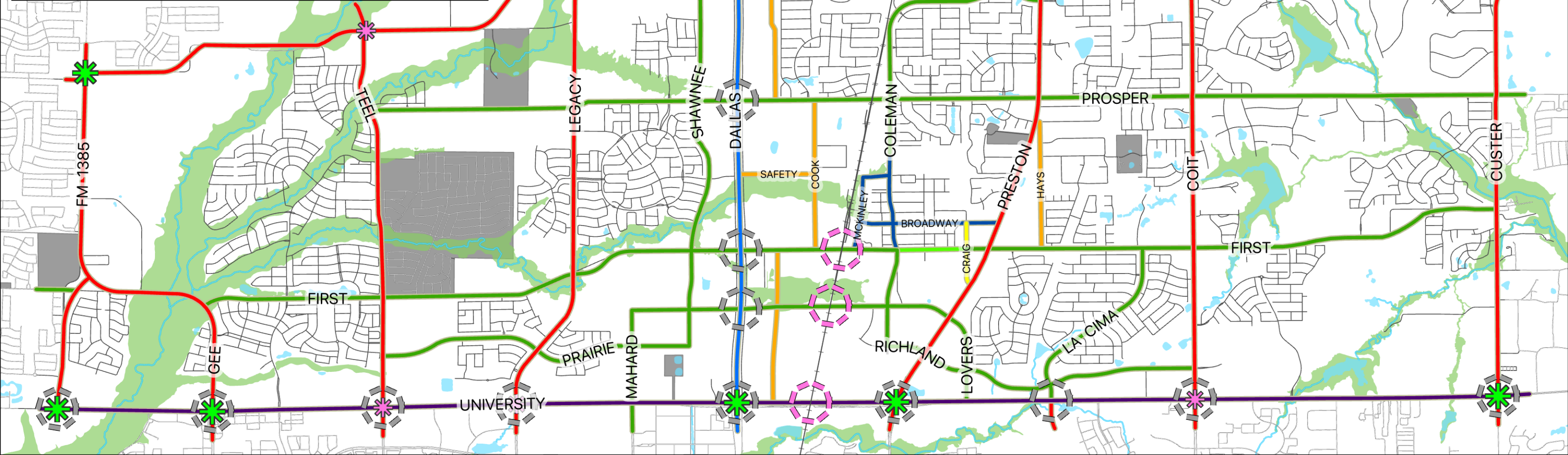
I move to authorize the Town Manager to execute the First Amendment to the Roadway Impact Fee Agreement between DNT Frontier, LP, and the Town of Prosper, Texas, related to the construction of the DNT Backer Road to serve the DNT Frontier Retail Center development.



Plate 3
November 2022



Thoroughfare Plan



- Dallas North Tollway
- Limited Access Roadway/Freeway (330' ROW)
- Major Thoroughfare (6 lane; 120' ROW)
- Minor Thoroughfare (4 lane divided; 90' ROW)
- Minor Thoroughfare (4 lane undivided; 56' ROW)
- Commercial Couplet (3 lane; 65' ROW)
- Commercial Collector (2 lane; 60' ROW)
- Old Town District (Section Varies)

- Major Gateway
- Minor Gateway
- Grade Separation
- RR Grade Separation

- Town of Prosper
- ETJ
- 100 Year Floodplain

*Refer to Comprehensive Plan for Interim Development of Coit Road between Frontier Parkway and Prosper Trail.

The Thoroughfare Plan is for informational purposes and has not been prepared for and is not intended for legal, real estate, engineering, or other purposes. It is provided as a conceptual guide for transportation decisions within the Town related to general roadway alignments and is not intended to be used for any other purpose. The Town of Prosper does not assume any responsibility or liability for omissions, inaccuracies, or misinterpretations of the Thoroughfare Plan.

Page 53

**FIRST AMENDMENT TO THOROUGHFARE IMPACT FEES REIMBURSEMENT
AGREEMENT
(PARK PLACE, PROSPER HILLS & PROSPER MEADOWS)**

STATE OF TEXAS §
 § KNOW ALL PEOPLE BY THESE PRESENTS
COUNTY OF DENTON §

This FIRST AMENDMENT TO THE THOROUGHFARE IMPACT FEES REIMBURSEMENT AGREEMENT (this “**First Amendment**”) is entered into by and among TOWN OF PROSPER, TEXAS (the “**Town**”), PPP 100 DEV LLC, a Texas limited liability company (“**Park Place**”), PROSPER MEADOWS LP, a Texas limited partnership (“**Prosper Meadows**”), and SHADDOCK-PROSPER PARK PLACE 2, LLC, a Texas limited liability company (“**Shaddock-Prosper**”) as successor to PROSPER HILLS LP, a Texas limited partnership (“**Prosper Hills**”) to be effective as of February ____, 2025 (“**Effective Date**”). All capitalized terms contained herein shall have the same meaning as described in the Reimbursement Agreement (as defined hereinafter), unless described otherwise in this Amendment.

WHEREAS, Park Place, Prosper Hills, Prosper Meadows (collectively, the “**Developer**”), and the Town, entered into that certain Thoroughfare Impact Fees Reimbursement Agreement (the “**Reimbursement Agreement**” or “**Agreement**”), dated September 26, 2023, filed September 28, 2023, recorded in Clerk's No. 2023-104919, Real Property Records, Denton County, wherein Developer agreed to complete those certain Thoroughfare Improvements and Town agreed to reimburse Developer for its Thoroughfare Improvement Costs from the Thoroughfare Impact Fees collected by Town related to service from the completed Thoroughfare Improvements located in the Property, as more fully described in the Reimbursement Agreement;

WHEREAS, Park Place, Prosper Hills, Prosper Meadows, and Shaddock-Prosper (collectively, the “**Developer**”), and the Town, entered into that certain Partial Assignment of Thoroughfare Impact Fees Reimbursement Agreement (the “**Partial Assignment**”), filed February 15, 2024, recorded in Clerk's No. 2024-15483, Real Property Records, Denton County, wherein Prosper Hills conveyed its rights, interests, and obligations in the Reimbursement Agreement to Shaddock-Prosper;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Section 1 (b) of the Agreement is hereby deleted in its entirety and replaced with the following:

(b) Developer shall, at its sole cost and expense, except as provided in Paragraph 3, below, construct and install: (1) the paving and drainage improvements for the southern lanes of Prosper Trail from the western limits of Park Place to the eastern limits of Park Place, (2) the paving and drainage improvements for the southern lanes of Prosper Trail from Teel Parkway to the eastern limits of Prosper Hills and (3) the paving and drainage improvements for the eastern lanes of Teel Parkway from Prosper Trail to the southern

limits of Prosper Hills. If, after the construction of the roadway improvements noted above and prior to the start of development of Preston Meadows, it is estimated that there will be sufficient remaining Thoroughfare Impact Fees from the Area of Reimbursement (as identified in Paragraph 3) to reimburse the construction cost for (4) the paving and drainage improvements for the northern lanes of Prosper Trail adjacent to Prosper Meadows, then the Developer shall construct these improvements. These improvements are depicted on the Master Thoroughfare Plan and in the locations generally depicted on Exhibit B, attached hereto and incorporated herein for all purposes (collectively referred to herein as the “**Thoroughfare Improvements**”).

In addition to the completion and acceptance by the Town of the Thoroughfare Improvements identified in Paragraph 1. (b) as (1), Developer acknowledges that the completion and acceptance by the Town of additional roadway improvements noted below is required prior to the final acceptance of the first phase of any development within the Property. Developer or others shall construct and install: (A) the paving and drainage improvements for the southern lanes of Prosper Trail from the eastern boundary of Park Place to the intersection with future Legacy Drive, and one of either (B) the paving and drainage of the western lanes of Legacy Drive from Prosper Trail south to the connection of the northern limits of existing Legacy Drive, with a paving transition to Joyce Hall Elementary, (C) the paving and drainage improvements for the eastern lanes of Legacy Drive from Prosper Trail south to the northern limits of Joyce Hall Elementary School, (D) the paving improvements within the Pearls at Prosper community connecting from Prosper Trail to Legacy Drive, OR (E) the paving improvements within the Star Trail community connecting Prosper Trail to Legacy Drive. These improvements are depicted on the Master Thoroughfare Plan and in the locations generally depicted on Exhibit B, attached hereto and incorporated herein for all purposes (collectively referred to herein as the “**Offsite Improvements**”). If segment (B) is constructed, the Town will contribute Two Hundred Thousand and No/100 Dollars (\$200,000) towards the cost of construction of said western lanes improvements after completion and final acceptance of said improvements.

2. Section 1 (d) of the Agreement is hereby deleted in its entirety and replaced with the following:

(d) Developer represents that the estimated Thoroughfare Improvements construction costs are Four Million, Six Hundred Eighty-Five Thousand, and No/100 Dollars (\$4,685,000.00), as more particularly described in Exhibit D, attached hereto and incorporated herein for all purposes (the “**Estimated Construction Costs**”). Developer acknowledges and agrees that Town is relying on Developer’s engineer’s representation and warranty that the Estimated Construction Costs are as described in Exhibit D. Prior to receiving any reimbursement described in Paragraph 4 below, Developer shall tender to Town evidence, in a form(s) reasonably acceptable to Town, that all of the Thoroughfare Improvements construction costs (the “**Thoroughfare Improvement Costs**”) have been paid by Developer, including but not limited to, Affidavits of Payment/Affidavits as to Debts and Liens and any other evidence reasonably required by Town (“**Evidence of Payment(s)**”).

3. Section 3 (c) of the Agreement is hereby deleted in its entirety and replaced with the following:

(c) Thoroughfare Impact Fees collected by Town related to service from the Thoroughfare Improvements, as depicted in the Area of Reimbursement, shall be paid to Developer as allocated below until the entire amount due to Developer is paid in full.

- (i) 100% from within Park Place Property to Park Place
- (ii) 100% from within Prosper Hills Property to Shaddock-Prosper
- (iii) 25% from within Prosper Meadows Property to Park Place and 75% to Shaddock-Prosper

4. Section 10 - Notices is updated to reflect that PROSPER HILLS LP is replaced with

SHADDOCK-PROSPER PARK PLACE 2, LLC
 ATTN: William C. Shaddock
 2400 Dallas Parkway, Suite 580
 Plano, TX 75093
 Telephone: (972) 985-5505

5. Exhibit B of the Agreement is hereby deleted in its entirety and replace with Exhibit B attached hereto.

6. Exhibit C of the Agreement is hereby deleted in its entirety and replace with Exhibit C attached hereto.

7. Exhibit D of the Agreement is hereby deleted in its entirety and replace with Exhibit D attached hereto.

[SIGNATURE PAGES FOLLOW]

EXECUTED this to be effective as of the Effective Date.

TOWN:

THE TOWN OF PROSPER, TEXAS

By: _____

Name: Mario Canizares

Title: Town Manager

STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2025, by Mario Canizares, Town Manager for the Town of Prosper, Texas, on behalf of the Town of Prosper, Texas.

Notary Public, State of Texas

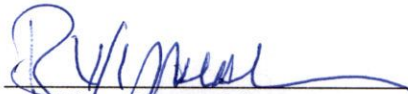
My commission expires: _____

EXECUTED this to be effective as of the Effective Date.

PARK PLACE:

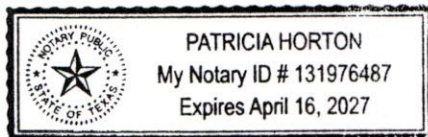
PPP 100 DEV LLC,
a Texas limited liability company

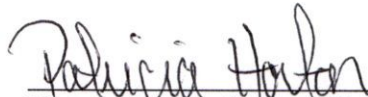
By: McKinney Estate LLC,
a Texas limited liability company
its Manager

By: 
Vijay Borra, Manager

STATE OF TEXAS §
 §
COUNTY OF Collin §

This instrument was acknowledged before me on the 14th day of February, 2025, by Vijay Borra, a Manager for McKinney Estate LLC, a Texas limited liability company, as Manager of PPP 100 DEV LLC, a Texas limited liability company, on behalf of said entities.




Notary Public, State of Texas

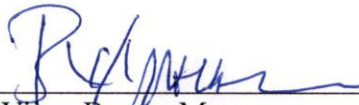
My commission expires: 4/16/27

EXECUTED this to be effective as of the Effective Date.

PROSPER MEADOWS:

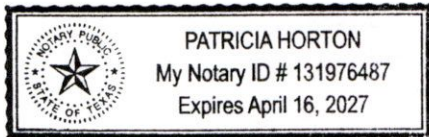
PROSPER MEADOWS LP,
a Texas limited partnership

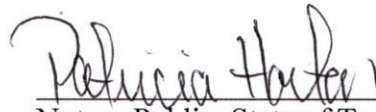
By: McKinney Estate LLC,
a Texas limited liability company
its General Partner

By: 
Vijay Borra, Manager

STATE OF TEXAS §
 §
COUNTY OF COWEN §

This instrument was acknowledged before me on the 14th day of February, 2025, by Vijay Borra, a Manager for McKinney Estate LLC, a Texas limited liability company, as General Partner of PROSPER MEADOWS LP, a Texas limited partnership, on behalf of said entities.



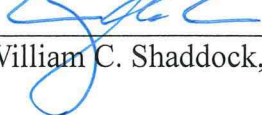

Notary Public, State of Texas

My commission expires: 4/16/27

EXECUTED this to be effective as of the Effective Date.

SHADDOCK-PROSPER:

SHADDOCK-PROSPER PARK PLACE 2, LLC,
a Texas limited liability company

By: 
William C. Shaddock, Jr., Manager

STATE OF TEXAS §
 §
COUNTY OF Collin §

This instrument was acknowledged before me on the 13th day of February, 2025, by William C. Shaddock, Jr., Manager for the SHADDOCK-PROSPER PARK PLACE 2, LLC, a Texas limited liability company, on behalf of said entity.


Notary Public, State of Texas

My commission expires: May 28, 2028

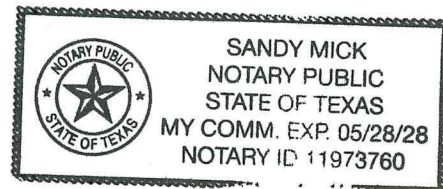


EXHIBIT B **(Throughfare Improvements)**

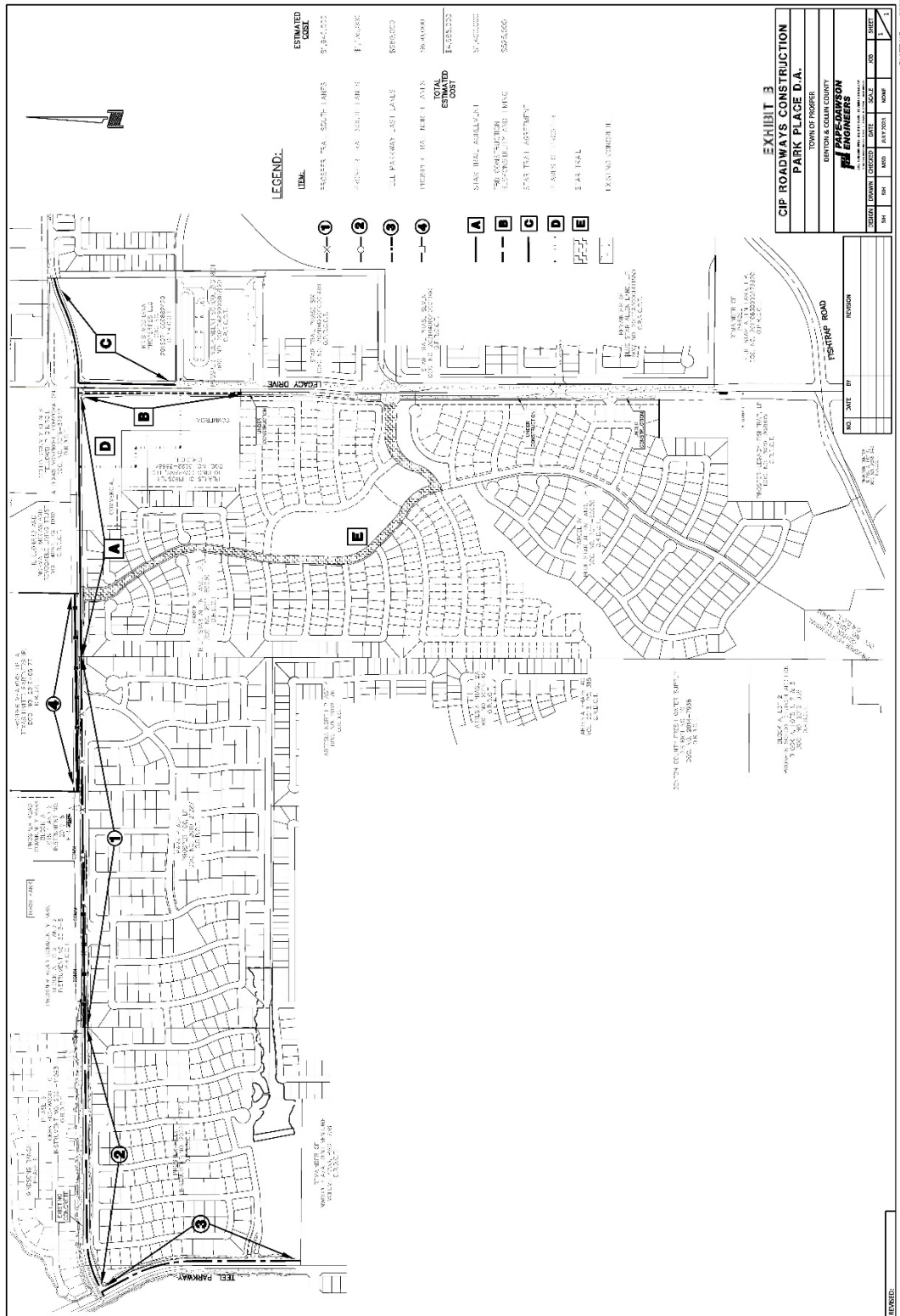


EXHIBIT D
(Estimated Construction Costs)

PROSPER TRAIL & TEEL PARKWAY OPC

Prosper, Denton, Texas

Prepared: 1/10/25

Opinion of Probable Cost Summary

CATEGORY	PROSPER TRAIL SOUTH LANES - PARK PLACE	PROSPER TRAIL SOUTH LANES - PROSPER HILLS	TEEL PARKWAY EAST LANES - PROSPER HILLS	PROSPER TRAIL NORTH LANES - PROSPER MEADOW	TOTAL
EROSION CONTROL	\$42,247	\$32,446	\$30,029	\$7,715	\$112,437
Cost/LF	\$15	\$14	\$19	\$5	\$13
EXCAVATION	\$96,045	\$201,839	\$124,253	\$41,187	\$463,324
Cost/LF	\$33	\$90	\$77	\$27	\$66
STORM SEWER	\$443,898	\$61,291	\$70,450	\$58,512	\$634,151
Cost/LF	\$153	\$27	\$43	\$38	\$76
PAVING	\$869,223	\$553,183	\$508,375	\$356,941	\$2,287,722
Cost/LF	\$299	\$245	\$314	\$230	\$274
PROFESSIONAL FEES	\$341,083	\$199,459	\$172,282	\$92,872	\$805,696
OVERALL CONTINGENCY	\$145,141	\$84,876	\$73,311	\$69,653	\$372,981
TOTALS	\$1,937,636	\$1,133,094	\$978,700	\$626,880	\$4,676,310

Length (LF)	2,910	2,254	1,620	1,554	8,338
Cost per Linear Foot	\$666	\$503	\$604	\$403	\$561

1) IT IS IMPORTANT TO NOTE THAT THIS REPORT IS LIMITED IN ACCURACY BECAUSE IT WAS PREPARED WITHOUT THE BENEFIT OF PERMITTED CONSTRUCTION DOCUMENTS AND/OR ENGINEERING REPORTS, THAT MAY BE REQUIRED FOR PERMITTING AND THAT MAY YIELD NEW INFORMATION WHICH COULD AFFECT THE FINAL DEVELOPMENT COST

2) ALL INFRASTRUCTURE COST IDENTIFIED ABOVE ARE PREDICATED ON THE ASSUMPTIONS AND EXCLUSIONS IDENTIFIED IN THE DETAILED COST "BREAK-DOWN" OF PROBABLE COST BY TRACT.

PROSPER TRAIL SOUTH LANES - PARK PLACE

Prosper, Denton, Texas

Length: 2,910
Prepared: 1/17

Total Acres: 1.9

Opinion of Probable Cost Summary

CATEGORY	By Category	Per LF
EROSION CONTROL	\$42,247	\$15
EXCAVATION	\$96,045	\$33
STORM SEWER	\$443,898	\$153
PAVING	\$869,223	\$299
CONSTRUCTION SUB-TOTALS	\$1,451,412	\$500
PROFESSIONAL FEES	\$341,083	\$117
OVERALL CONTINGENCY 10%	\$145,141	\$50
TOTAL	\$1,937,636	\$667

1) IT IS IMPORTANT TO NOTE THAT THIS REPORT IS LIMITED IN ACCURACY BECAUSE IT WAS PREPARED WITHOUT THE BENEFIT OF PERMITTED CONSTRUCTION DOCUMENTS AND/OR ENGINEERING REPORTS, THAT MAY BE REQUIRED FOR PERMITTING AND THAT MAY YIELD NEW INFORMATION WHICH COULD AFFECT THE FINAL DEVELOPMENT COST.

2) ALL INFRASTRUCTURE COST IDENTIFIED ABOVE ARE PREDICATED ON THE ASSUMPTIONS AND EXCLUSIONS IDENTIFIED IN THE DETAILED COST "BREAK-DOWN" OF PROBABLE COST BY TRACT.

PROSPER TRAIL SOUTH LANES - PROSPER HILLS

Prosper, Denton, Texas

Length: 2,254
Prepared: 1/17

Total Acres: 2.3

Opinion of Probable Cost Summary

CATEGORY	By Category	Per LF
EROSION CONTROL	\$32,446	\$14
EXCAVATION	\$201,839	\$90
STORM SEWER	\$61,291	\$27
PAVING	\$553,183	\$245
CONSTRUCTION SUB-TOTALS	\$848,759	\$376
PROFESSIONAL FEES	\$199,459	\$88
OVERALL CONTINGENCY 10%	\$84,876	\$38
TOTAL	\$1,133,094	\$502

1) IT IS IMPORTANT TO NOTE THAT THIS REPORT IS LIMITED IN ACCURACY BECAUSE IT WAS PREPARED WITHOUT THE BENEFIT OF PERMITTED CONSTRUCTION DOCUMENTS AND/OR ENGINEERING REPORTS, THAT MAY BE REQUIRED FOR PERMITTING AND THAT MAY YIELD NEW INFORMATION WHICH COULD AFFECT THE FINAL DEVELOPMENT COST.

2) ALL INFRASTRUCTURE COST IDENTIFIED ABOVE ARE PREDICATED ON THE ASSUMPTIONS AND EXCLUSIONS IDENTIFIED IN THE DETAILED COST "BREAK-DOWN" OF PROBABLE COST BY TRACT.

TEEL PARKWAY EAST LANES - PROSPER HILLS

Prosper, Denton, Texas

Length: 1,620
Prepared: 1/17

Total Acres: 2.1

Opinion of Probable Cost Summary

CATEGORY	By Category	Per LF
EROSION CONTROL	\$30,029	\$19
EXCAVATION	\$124,253	\$77
STORM SEWER	\$70,450	\$43
PAVING	\$508,375	\$314
CONSTRUCTION SUB-TOTALS	\$733,107	\$453
PROFESSIONAL FEES	\$172,282	\$106
OVERALL CONTINGENCY 10%	\$73,311	\$45
TOTAL	\$978,700	\$604

1) IT IS IMPORTANT TO NOTE THAT THIS REPORT IS LIMITED IN ACCURACY BECAUSE IT WAS PREPARED WITHOUT THE BENEFIT OF PERMITTED CONSTRUCTION DOCUMENTS AND/OR ENGINEERING REPORTS, THAT MAY BE REQUIRED FOR PERMITTING AND THAT MAY YIELD NEW INFORMATION WHICH COULD AFFECT THE FINAL DEVELOPMENT COST.

2) ALL INFRASTRUCTURE COST IDENTIFIED ABOVE ARE PREDICATED ON THE ASSUMPTIONS AND EXCLUSIONS IDENTIFIED IN THE DETAILED COST "BREAK-DOWN" OF PROBABLE COST BY TRACT.

PROSPER TRAIL NORTH LANES - PROSPER MEADOW

Prosper, Denton, Texas

Length: 1,554
Prepared: 1/17

Total Acres: 1.6

Opinion of Probable Cost Summary

CATEGORY	By Category	Per LF
EROSION CONTROL	\$7,715	\$5
EXCAVATION	\$41,187	\$27
STORM SEWER	\$58,512	\$38
PAVING	\$356,941	\$230
CONSTRUCTION SUB-TOTALS	\$464,355	\$295
PROFESSIONAL FEES	\$92,872	\$60
OVERALL CONTINGENCY 15%	\$69,653	\$45
CATEGORY TOTALS	\$626,880	\$400

1) IT IS IMPORTANT TO NOTE THAT THIS REPORT IS LIMITED IN ACCURACY BECAUSE IT WAS PREPARED WITHOUT THE BENEFIT OF PERMITTED CONSTRUCTION DOCUMENTS AND/OR ENGINEERING REPORTS, THAT MAY BE REQUIRED FOR PERMITTING AND THAT MAY YIELD NEW INFORMATION WHICH COULD AFFECT THE FINAL DEVELOPMENT COST.

2) ALL INFRASTRUCTURE COST IDENTIFIED ABOVE ARE PREDICATED ON THE ASSUMPTIONS AND EXCLUSIONS IDENTIFIED IN THE DETAILED COST "BREAK-DOWN" OF PROBABLE COST BY TRACT.

THOROUGHFARE IMPACT FEES REIMBURSEMENT AGREEMENT
(PARK PLACE, PROSPER HILLS & PROSPER MEADOWS)

THIS THOROUGHFARE IMPACT FEES REIMBURSEMENT AGREEMENT ("Agreement") is made and entered into this 26 day of September, 2023, by and between the **TOWN OF PROSPER, TEXAS** ("Prosper" or the "Town"), and **PPP 100 DEV LLC**, a Texas limited liability company ("Park Place"), **PROSPER HILLS LP**, a Texas limited partnership ("Prosper Hills"), and **PROSPER MEADOWS LP**, a Texas limited partnership ("Prosper Meadows"), and collectively Park Place, Prosper Hills, and Prosper Meadows are referenced herein as "Developer," collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, Developer is developing multiple projects in the Town known as Park Place, Prosper Hills, and Prosper Meadows, and

WHEREAS, the legal descriptions of the Park Place, Prosper Hills, and Prosper Meadows properties ("**Property**") are attached hereto as Exhibit A; and

WHEREAS, the Town and Developer wish to address the construction of improvements to certain roadways as well as payment of associated costs thereof, related to the Property; and

WHEREAS, the Town has adopted a Thoroughfare Capital Improvements Plan ("**Roadway CIP**") as part of its impact fee ordinance, contained in Article 10.02 of Chapter 10 of the Town's Code of Ordinances, as amended, all of which was adopted pursuant to the authority contained in Chapter 395 of the Texas Local Government Code, as amended; and

WHEREAS, in an effort to facilitate the construction of roadways serving the Property, the Parties have agreed to the terms and provisions of this Agreement; and

WHEREAS, this Agreement clearly is in the best interests of the Town and Developer and it is deemed mutually beneficial to each that the construction of roadways to and adjacent to the Property proceed uniformly.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Town and Developer covenant and agree as follows:

1. **Thoroughfare Impact Fees and Roadway CIP Projects.**

(a) Subject to the provisions of this Paragraph 1 and this Agreement, the Property will be assessed thoroughfare impact fees at the rates then in effect pursuant to the Impact Fee Ordinance as it presently exists or may be subsequently amended (the "**Thoroughfare Impact Fees**").

(b) Developer shall, at its sole cost and expense, except as provided in Paragraph 3, below, construct and install: (1) the paving and drainage improvements for the southern lanes of Prosper Trail from the western limits of Park Place to the eastern limits of Park Place, (2) the paving and drainage improvements for the southern lanes of Prosper Trail from Teel Parkway to the eastern limits of Prosper Hills and (3) the paving and drainage improvements for the eastern lanes of Teel Parkway from Prosper Trail to the southern limits of Prosper Hills. If, after the construction of the roadway improvements noted above and prior to the start of development of Preston Meadows, it is estimated that there will be sufficient remaining Thoroughfare Impact Fees from the Area of Reimbursement (as identified in Paragraph 3) to reimburse the construction cost for (4) the paving and drainage improvements for the northern lanes of Prosper Trail adjacent to Prosper Meadows, then the Developer shall construct these improvements. These improvements are depicted on the Master Thoroughfare Plan and in the locations generally depicted on Exhibit B, attached hereto and incorporated herein for all purposes (collectively referred to herein as the “**Thoroughfare Improvements**”).

In addition to the completion and acceptance by the Town of the Thoroughfare Improvements identified in Paragraph 1.(b) as (1), Developer acknowledges that the completion and acceptance by the Town of additional roadway improvements noted below is required prior to the final acceptance of the first phase of any development within the Property. Developer or others shall construct and install: (A) the paving and drainage improvements for the southern lanes of Prosper Trail from the eastern boundary of Park Place to the intersection with future Legacy Drive, and one of either (B) the paving and drainage of the western lanes of Legacy Drive from Prosper Trail south to the connection of the northern limits of existing Legacy Drive, with a paving transition to Joyce Hall Elementary, (C) the paving and drainage improvements for the eastern lanes of Legacy Drive from Prosper Trail south to the northern limits of Joyce Hall Elementary School, OR (D) the paving improvements within the Pearls at Prosper community connecting from Prosper Trail to Legacy Drive. These improvements are depicted on the Master Thoroughfare Plan and in the locations generally depicted on Exhibit B, attached hereto and incorporated herein for all purposes (collectively referred to herein as the “**Offsite Improvements**”). If segment (B) is constructed, the Town will contribute Two Hundred Thousand and No/100 Dollars (\$200,000) towards the cost of construction of said western lanes improvements after completion and final acceptance of said improvements.

(c) Developer shall bid the construction of each portion of the Thoroughfare Improvements as shown in the related construction plans set with at least three (3) qualified contractors and shall provide copies of the bids received for such items to Town within five (5) business days of Developer's receipt of same. Developer shall: (i) execute a contract for the construction of each portion of the Thoroughfare Improvements with the lowest responsible bidder, as mutually and reasonably determined by Town and Developer; (ii) commence, or cause to be commenced, construction of each portion of the Thoroughfare Improvements within the project development schedule following: (A) the execution of this Agreement and all of the Third Party Thoroughfare Improvement Easements and Third Party Temporary Construction Easements; and (B) approval of the Thoroughfare Improvements' engineering plans, specifications and designs by Town's

Engineer, which approval shall not be unreasonably withheld or delayed; (iii) construct each portion of the Thoroughfare Improvements in accordance with Town-approved engineering plans, specifications and designs; and (iv) complete each portion of the Thoroughfare Improvements and obtain Town's acceptance of same prior to Town's final acceptance of the Thoroughfare Improvements.

(d) Developer represents that the estimated Thoroughfare Improvements construction costs are Four Million, Fourteen Thousand, Four Hundred Sixty-Nine and No/100 Dollars (\$4,014,469.00), as more particularly described in Exhibit D, attached hereto and incorporated herein for all purposes (the "**Estimated Construction Costs**"). Developer acknowledges and agrees that Town is relying on Developer's engineer's representation and warranty that the Estimated Construction Costs are as described in Exhibit D. Prior to receiving any reimbursement described in Paragraph 4 below, Developer shall tender to Town evidence, in a form(s) reasonably acceptable to Town, that all of the Thoroughfare Improvements construction costs (the "**Thoroughfare Improvement Costs**") have been paid by Developer, including but not limited to, Affidavits of Payment/Affidavits as to Debts and Liens and any other evidence reasonably required by Town ("**Evidence of Payment(s)**").

(e) The Parties acknowledge that Developer shall construct certain roadway and related improvements, as described in Exhibit D, the cost of which do not exceed the municipal participation limit referenced in Section 212.072(b)(2) of the Texas Local Government Code, as amended.

2. Third Party Roadway Project Rights-of-Way.

(a) The Parties shall cooperate with each other in obtaining from third parties any and all rights-of-way ("**Third Party Roadway Project Rights-of-Way**") for any Roadway CIP Project depicted in Exhibit B.

(b) Developer shall be responsible for any and all costs and expenses associated with acquiring, by purchase or condemnation, all Third Party Roadway Project Rights-of-Way, including, but not limited to, purchase cost, title examination, appraisals, expert fees, attorneys' fees and expenses, engineering fees and expenses, surveying fees and expenses, court costs, commissioners' fees and costs of appeal, if any ("**Right-of-Way Acquisition Fees**"). If requested by the Town, Developer shall, at its sole cost and expense (but subject to credit, as described below), lead all right-of-way acquisition efforts for the Third Party Roadway Project Rights-of-Way, including, but not limited to, providing all necessary engineering and surveying support required to obtain the Third Party Roadway Project Rights-of-Way as required for the Roadway CIP Projects. Developer shall pay any and all Right-of-Way Acquisition Fees within twenty-one (21) calendar days of receiving a written request and supporting invoice from the Town for the same.

(c) The Town will, at Developer's sole cost and expense (but subject to credit, as described below), provide, among any other assistance deemed reasonably necessary

by the Town, technical, engineering, legal and administrative assistance, as selected by the Town, to acquire, by purchase or condemnation, the Third Party Roadway Project Rights-of-Way. The Town shall review and approve any and all documents associated with the Third Party Roadway Project Rights-of-Way required herein. If the Town determines, in its reasonable discretion, that condemnation proceedings are necessary to secure the Third Party Roadway Project Rights-of-Way, the Town shall have the right to, at Developer's sole cost and expense (but subject to credit, as described below), take any and all steps the Town deems necessary to initiate said proceedings.

(d) The Third Party Roadway Project Rights-of-Way shall be filed and recorded prior to the commencement of construction of any Roadway CIP Project or any portion thereof, unless a Right of Entry is secured, or a condemnation award is tendered with the registry of the court and/or a right of possession by any other means is obtained on an earlier date.

(e) If the Third Party Roadway Project Rights-of-Way are not obtained, or the Town has not secured the right to possess, in a form reasonably acceptable to the Town, the land made the subject of the Third Party Roadway Project Rights-of-Way, within ninety (90) days after the Effective Date on terms acceptable to the Town, then the Town shall commence, and thereafter diligently pursue to completion, condemnation proceedings to obtain such Third Party Roadway Project Rights-of-Way as soon as reasonably possible. Notwithstanding anything to the contrary herein, the Town and Developer agree that the Town may initiate condemnation proceedings prior to the expiration of the ninety (90) days referred to in this Paragraph.

3. Reimbursement of Project Costs from Thoroughfare Impact Fees.

(a) Provided Developer completes the Thoroughfare Improvements in accordance with this Agreement, Developer shall receive reimbursement of its Thoroughfare Improvement Costs from the Thoroughfare Impact Fees collected by Town related to service from the Thoroughfare Improvements, subject to the terms of this Agreement.

(b) A depiction of the service areas for the Thoroughfare Improvements is attached hereto as Exhibit C and made part hereof (the "**Area of Reimbursement**"). The Area of Reimbursement may be expanded from time to time and, upon such expansion, Exhibit C shall be amended accordingly.

(c) Thoroughfare Impact Fees collected by Town related to service from the Thoroughfare Improvements, as depicted in the Area of Reimbursement, shall be paid to Developer until the entire amount due to Developer is paid in full.

(d) The reimbursement amount shall be an amount equal to the *actual* construction costs associated with the Thoroughfare Improvements (the "**Thoroughfare Costs Reimbursement**"). The phrase "construction costs" as used herein shall include

design costs, construction costs, engineering costs, surveying costs and geotechnical materials testing associated with the Thoroughfare Improvements.

(e) All Thoroughfare Impact Fees collected by Town and available after the Existing Agreement obligation is met shall be paid by Town to Developer on a quarterly basis within thirty (30) days following each March 31, June 30, September 30, and December 31 until Developer has received the full amount of Thoroughfare Costs Reimbursements, as it may be adjusted in accordance with this Agreement.

(f) **NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, TOWN SHALL NOT BE OBLIGATED TO PROVIDE THE PROPERTY WITH THE THOROUGHFARE COSTS REIMBURSEMENT FOR ANY CONSTRUCTION COSTS ASSOCIATED WITH THE THOROUGHFARE IMPROVEMENTS UNLESS AND UNTIL DEVELOPER PROVIDES THE EVIDENCE OF PAYMENT(S).**

(g) Developer and Town acknowledge and agree that: (i) the Thoroughfare Impact Fees collected may be less than the Thoroughfare Costs Reimbursements to which Developer is entitled and Town does not guarantee the amount of Thoroughfare Impact Fees that will be collected; (ii) after a period of ten (10) years, any shortfall between the Thoroughfare Impact Fees collected and the Thoroughfare Costs Reimbursements shall be paid to Developer from Town; and (iii) Thoroughfare Impact Fees owed on the Property shall be paid in accordance with the Impact Fee Ordinance.

4. **Assignment.** Developer shall have the right to assign this Agreement, in whole or in part, only to one or more parties purchasing undeveloped portions of the Property, which party (or parties) shall have the option to construct any Roadway CIP Projects located in such portions. As to the sale of land by Developer to any party to whom this Agreement has not been assigned, in whole or in part, the purchaser thereof shall have no rights or obligations under this Agreement and this Agreement shall not apply with respect to such land. This Agreement shall not be filed of record.

5. **Default.**

(a) If Developer fails to comply with any provision of this Agreement after receiving fifteen (15) days' written notice to comply from the Town or such longer period as may be reasonably necessary provided that Developer commences to cure the default or breach within the 15-day period and proceeds with reasonable diligence thereafter to complete such cure, then so long as such default continues and is not cured, the Town shall have the following remedies, in addition to the Town's other rights and remedies:

- (i) to refuse to issue building permits for the Property; and/or
- (ii) to refuse to accept any portion of any public improvements on the Property and/or associated with the development of the Property; and/or
- (iii) to refuse, without notice and/or any other action, to issue and/or

apply the reimbursements set forth in Paragraph 4; and/or

(iv) to construct and/or complete the Thoroughfare Improvements and to recover any and all costs and expenses associated with the construction and/or completion of same, including, but not limited to, any and all attorneys' fees and costs associated therewith; and/or

(v) to seek specific enforcement of this Agreement.

(b) In the event Town fails to comply with the terms and conditions of this Agreement, Developer may seek specific enforcement of this Agreement as its sole and exclusive remedy.

6. **Other Applicable Development Ordinances.** Unless otherwise expressly stipulated in this Agreement, nothing herein shall relieve any developer from responsibilities for the construction of other public improvements under applicable development ordinances of the Town.

7. **Covenant Running with Land.** This Agreement shall be a covenant running with the land and the Property and shall be binding upon Developer, its officers, directors, partners, employees, representatives, agents, successors, assignees, vendors, grantees and/or trustees. In addition, the Parties shall cause this Agreement to be filed in the Real Property Records of Denton County, Texas.

8. **Limitations of Agreement.** The Parties hereto acknowledge that this Agreement is limited to the Thoroughfare Impact Fees as described in the Impact Fee Ordinance. Town ordinances covering property taxes, utility rates, permit fees, inspection fees, development fees, sewer impact fees, park fees, tap fees, pro-rata fees and the like are not affected by this Agreement. Further, this Agreement does not waive or limit any of the obligations of Developer to Town under any other ordinance, whether now existing or in the future arising.

9. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Denton County, Texas.

10. **Notices.** Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the Party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such Party via facsimile or a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the Parties shall be as follows:

If to Town, addressed to it at:

Town of Prosper
ATTN: Town Manager
P. O. Box 307
250 W. First Street
Prosper, Texas 75078
Telephone: (972) 346-2640

With a copy to:

Brown & Hofmeister, L.L.P.
ATTN: Terrence S. Welch, Esq.
740 E. Campbell Road
Richardson, TX 75081
Telephone: (214) 747-6104

If to Developer, addressed to it at:

PPP 100 DEV LLC
ATTN: Vijay Borra
826 Mango Court
Coppell, TX 75019
Telephone: (972) 304-0506

PROSPER HILLS LP
ATTN: Vijay Borra
826 Mango Court
Coppell, TX 75019
Telephone: (972) 304-0506

PROSPER MEADOWS LP
ATTN: Vijay Borra
826 Mango Court
Coppell, TX 75019
Telephone: (972) 304-0506

With a copy to:

Poche Law PC
ATTN: Charles Poche, Jr. Esq.
15770 North Dallas Parkway, Suite 475
Dallas, TX 75248
Telephone: (214) 764-0961

11. **Prevailing Party.** In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable

costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

12. **Sovereign Immunity.** The Parties agree that Town has not waived its sovereign immunity by entering into and performing its obligations under this Agreement; however, for purposes of enforcement of this Agreement, Town agrees that it has waived its sovereign immunity, and to that extent only.

13. **Effect of Recitals.** The recitals contained in this Agreement: (a) are true and correct as of the effective date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the Town Council; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

14. **Consideration.** This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

15. **Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original if properly executed.

16. **Entire Agreement.** This Agreement contains the entire agreement between the Parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any Party.

17. **Savings/Severability.** Invalidation of any one of the provisions of this document by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

18. **Notification of Sale or Transfer.** Developer shall notify the Town in writing of a sale or transfer of all or any portion of the Property where Developer plans to assign all or a portion of this Agreement, as contemplated herein, within ten (10) business days of such sale or transfer.

19. **Authority to Execute.** The Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The Town warrants and

represents that the individual executing this Agreement on behalf of the Town has full authority to execute this Agreement and bind the Town to the same. Developer warrants and represents that the individual executing this Agreement on behalf of Developer has full authority to execute this Agreement and bind Developer to the same. This Agreement is and shall be binding upon the Developer, its successors, heirs, assigns, grantees, vendors, trustees, representatives, and all others holding any interest now or in the future.

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

21. **Indemnification.** From the Effective Date of this Agreement to the date on which all work with respect to a Roadway CIP Project is completed and all improvements, as contemplated herein, have been accepted by the Town, Developer, individually and on behalf of its respective officers, directors, partners, employees, representatives, agents, successors, assignees, vendors, grantees and/or trustees, does hereby agree to release, defend, indemnify and hold harmless the Town and its elected and appointed officials, officers, employees and agents from and against all damages, injuries (including death), claims, property damages (including loss of use) losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses (including attorney's fees and expenses incurred in enforcing this indemnity), caused by the negligent, grossly negligent, and/or intentional act and/or omission of the applicable developer, its officers, directors, partners, employees, representatives, agents, or any other third parties for whom such developer is legally responsible, in its/their performance of this Agreement, including but not limited to, the construction of the Roadway CIP Projects contemplated herein (hereinafter "claims"). Developer is expressly required to defend the Town against all such claims arising under this Agreement, and the Town is required to reasonably cooperate and assist developer(s) in providing such defense.

22. **Approval of Counsel.** In its reasonable discretion, the Town shall have the right to approve counsel to be retained by Developer in fulfilling its obligation hereunder to defend and indemnify the Town. The Town reserves the right to provide a portion or all of its' own defense, at its sole cost; however, the Town is under no obligation to do so. Any such action by the Town is not to be construed as a waiver of Developer's obligation to defend the Town or as a waiver of Developer's obligation to indemnify the Town pursuant to this Agreement. Developer shall retain Town-approved defense counsel within seven (7) business days of the Town's written notice that the Town is invoking its right to indemnification under this Agreement.

23. **Survival.** Paragraph 21, "Indemnification," shall survive the termination of this Agreement.

24. **Additional Representations.** Each signatory represents this Agreement has been read by the Party for which this Agreement is executed and that such Party has had the opportunity to confer with its counsel.

25. **Miscellaneous Drafting Provisions.** This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply.

26. **No Third Party Beneficiaries.** Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third party beneficiaries by entering into this Agreement.

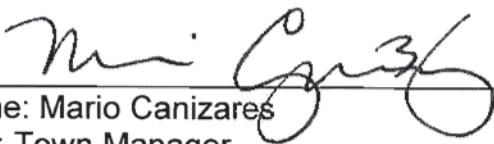
27. **Rough Proportionality.** Developer hereby agrees that any land or property donated and/or dedicated pursuant to this Agreement, whether in fee simple or otherwise, to the Town relative to any development on the Property is roughly proportional to the need for such land and Developer hereby waives any claim therefor that it may have. Developer further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to said donation are related both in nature and extent to the impact of the development referenced herein. Both Developer and the Town further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the provision of roadway services to the Property.

28. **Attorney's Fees.** Developer agrees to pay, or cause to be paid, to Prosper any attorney's fees charged to Prosper by Prosper's legal counsel for, among other things, legal review and revision of this Agreement and all further agreements, ordinances or resolutions contemplated by this Agreement, negotiations and discussions with Developer's attorney and the provision of advice to applicable Prosper Town Staff and the Prosper Town Council, in an amount not to exceed \$2,000 within ten (10) days upon receipt of an invoice of same from Prosper.

IN WITNESS WHEREOF, the Parties hereto have caused this document to be executed as of the date first above written.

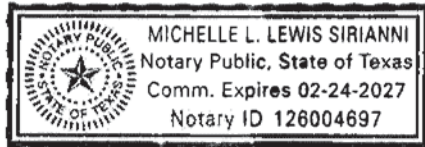
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]


THE TOWN OF PROSPER, TEXAS

By: 
 Name: Mario Canizares
 Title: Town Manager

STATE OF TEXAS)
)
 COUNTY OF COLLIN)

This instrument was acknowledged before me on the 26 day of September, 2023, by Mario Canizares, Town Manager for the Town of Prosper, Texas, on behalf of the Town of Prosper, Texas.




 Notary Public, State of Texas

DEVELOPER:**PPP DEV 100 LLC**

a Texas limited liability company

By: 

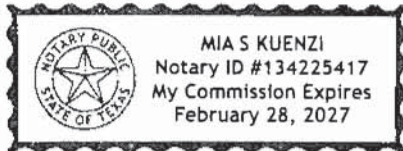
Vijay Borra, Manager

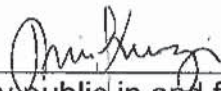
STATE OF TEXAS)

COUNTY OF Dallas)

Before me, the undersigned authority, a notary public in and for the State of Texas, on this day personally appeared Vijay Borra, manager of **PPP DEV 100 LLC**, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration expressed, and in the capacity therein stated, on behalf of such entities.

Given under my hand and seal of office this 15th day of September, 2023.




 Notary public in and for the State of Tx
 My commission expires: 02/28/27

PROSPER HILLS LP
a Texas limited partnership

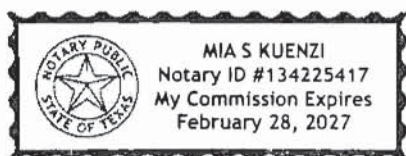
By: McKinney Estate LLC,
a Texas limited liability company
General Partners


By: 
Vijay Borra, Manager

STATE OF TEXAS)
)
COUNTY OF Dallas)

Before me, the undersigned authority, a notary public in and for the State of Texas, on this day personally appeared Vijay Borra, Manager of McKinney Estate LLC, a Texas limited liability company, General Partners of **PROSPER HILLS LP**, a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration expressed, and in the capacity therein stated, on behalf of such entities.

Given under my hand and seal of office this 15th day of September, 2023.




Notary public in and for the State of TX
My commission expires: 02/28/27

PROSPER MEADOWS LP

a Texas limited partnership

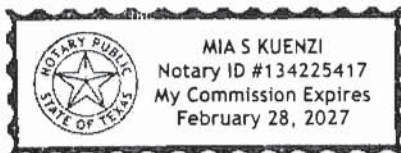
By: McKinney Estate LLC,
a Texas limited liability company
General Partners

By: 
Vijay Borra, Manager

STATE OF TEXAS)
COUNTY OF Dallas)

Before me, the undersigned authority, a notary public in and for the State of Texas, on this day personally appeared Vijay Borra, Manager of McKinney Estate LLC, a Texas limited liability company, General Partners of **PROSPER MEADOWS, L.P.**, a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration expressed, and in the capacity therein stated, on behalf of such entities.

Given under my hand and seal of office this 15th day of September, 2023.



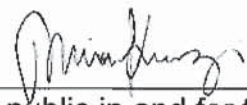

Notary public in and for the State of TX
My commission expires: 02/28/27

EXHIBIT A
(Property Legal Description)

Park Place

BEING A TRACT OF LAND SITUATED IN THE JOHN H. DURRETT SURVEY, ABSTRACT NO. 350 AND THE LOUISA NETHERLY SURVEY, ABSTRACT NO. 962, DENTON COUNTY, TEXAS, AND BEING PART OF A TRACT OF LAND DESCRIBED IN DEED TO PROSPER 100 LP, ACCORDING TO THE DOCUMENT RECORDED IN INSTRUMENT NO. 2019-21287, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS (O.P.R.C.C.T.), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PROSPER 100 LP TRACT AND THE NORTHEAST CORNER OF LOT 1, BLOCK X, ARTESIA NORTH PHASE 4, AN ADDITION TO THE TOWN OF PROSPER, DENTON COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN CABINET 2016, SLIDE 76, PLAT RECORDS, DENTON COUNTY, TEXAS (P.R.C.C.T.), ALSO BEING ON THE WEST LINE OF A TRACT OF LAND DESCRIBED IN DEED AS TRACT IV TO BLUE STAR ALLEN LAND, LP, RECORDED IN INSTRUMENT NO. 2011-60030, O.P.R.C.C.T.,

THENCE N 89° 32' 20" W, ALONG THE SOUTH LINE OF SAID PROSPER 100 LP TRACT, A DISTANCE OF 2,909.87 FEET TO SOUTHWEST CORNER OF SAID PROSPER 100 LP TRACT, SAME BEING THE MOST EASTERLY SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO PROSPER HILLS, LP, ACCORDING TO THE DOCUMENT RECORDED IN INSTRUMENT NO. 2022-117712, O.P.R.C.C.T., ALSO BEING ON THE NORTH LINE OF LOT 3, BLOCK X, ARTESIA NORTH PHASE 2, AN ADDITION TO THE TOWN OF PROSPER, DENTON COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN CABINET 2017, SLIDE 164, P.R.C.C.T.;

THENCE N 00° 12' 38" E, ALONG THE WEST LINE OF SAID PROSPER 100 LP TRACT AND THE EAST LINE OF SAID PROSPER HILLS LLC TRACT, A DISTANCE OF 1,469.84 FEET TO THE NORTHWEST CORNER OF SAID PROSPER 100 LP TRACT AND THE NORTHEAST CORNER OF SAID PROSPER HILLS LLC TRACT;

THENCE N 89° 24' 39" E, ALONG THE NORTH LINE OF SAID PROSPER 100 LP TRACT, A DISTANCE OF 1,852.41 FEET TO A 5/8" IRON ROD FOUND AT THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO PROSPER MEADOWS LP, ACCORDING TO THE DOCUMENT RECORDED IN INSTRUMENT NO. 2019-65177, O.P.R.C.C.T.;

THENCE N 89° 20' 59" E, ALONG THE NORTH LINE OF SAID PROSPER 100 LP TRACT AND THE SOUTH LINE OF SAID PROSPER MEADOWS LP TRACT, A DISTANCE OF 1,057.81 FEET TO THE NORTHEAST CORNER OF SAID PROSPER 100 LP TRACT AND THE NORTHWEST CORNER OF THE ABOVE MENTIONED TRACT IV;

THENCE S 00° 12' 49" W, ALONG THE EAST LINE OF SAID PROSPER 100 LP TRACT AND THE WEST LINE OF SAID TRACT IV, A DISTANCE OF 1,524.31 FEET TO THE **POINT OF BEGINNING**, AND **CONTAINING** 99.983 ACRES OR 4,355,272 SQUARE FEET OF LAND MORE OR LESS

Prosper Hills

BEING A TRACT OF SITUATED IN THE LOUIS NETHERLY SURVEY, ABSTRACT NO. 962, TOWN OF PROSPER, DENTON COUNTY, TEXAS, AND BEING ALL OF A TRACT OF LAND DESCRIBED IN DEED TO PROSPER HILLS, LP, RECORDED IN INSTRUMENT NUMBER 2017-82639 OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS (O.P.R.D.C.T.), ALSO BEING A PORTION OF SEC TEEL-PROSPER ADDITION, AN ADDITION TO THE TOWN OF PROSPER, RECORDED IN INSTRUMENT NUMBER 2022-1306, PLAT RECORDS, DENTON COUNTY, TEXAS (P.R.D.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY SOUTHEAST CORNER OF SAID PROSPER HILLS, LP TRACT, SAME BEING THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO PROSPER 100 LP, RECORDED IN INSTRUMENT NUMBER 2019-21287 O.P.R.D.C.T., FROM WHICH AN "X" CUT FOUND AT THE INTERSECTION OF GREENBELT PARK LANE, AN EXISTING 50' RIGHT-OF-WAY, AND HUBBARD PARK AVENUE, AN EXISTING 50' RIGHT-OF-WAY, ARTESIA NORTH PHASE 2 (ARTESIA ADDITION), AN ADDITION TO THE TOWN OF PROSPER, DENTON COUNTY, TEXAS, RECORDED IN INSTRUMENT NUMBER 2017-164 O.P.R.D.C.T., BEARS S 57°25'44" W, 129.03 FEET;

THENCE N 89° 32'20" W, WITH THE MOST EASTERLY SOUTH LINE OF SAID PROSPER HILLS, LP TRACT AND THE NORTH LINE OF SAID ARTESIA ADDITION, A DISTANCE OF 553.82 FEET TO AN INTERIOR ELL CORNER OF SAID PROSPER HILLS, LP TRACT AND THE NORTHWEST CORNER OF LOT 3, BLOCK X, OF SAID ARTESIA ADDITION;

THENCE S 00°03'28" W, ALONG AN EAST LINE OF SAID PROSPER HILLS LP TRACT AND THE WEST LINE OF SAID ARTESIA ADDITION, A DISTANCE OF 259.13 FEET TO THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID PROSPER HILLS, LP TRACT, SAME BEING THE NORTHEAST CORNER OF A REMAINDER TRACT OF LAND DESCRIBED IN DEED TO INWOOD PLAZA JOINT VENTURE, RECORDED IN VOLUME 4233, PAGE 738, DEED RECORDS DENTON COUNTY, TEXAS (D.R.D.C.T.);

THENCE N 89°31'47" W, ALONG THE SOUTH LINE OF SAID PROSPER HILLS, LP TRACT AND THE NOTH LINE OF SAID REMAINDER TRACT, A DISTANCE OF 1,308.00 FEET TO THE SOUTHWEST CORNER OF SAID PROSPER HILLS, LP TRACT AND NORTHWEST CORNER OF SAID REMAINDER TRACT, ALSO BEING ON THE EAST LINE OF TEEL PARKWAY (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE N 00°08'41" W, ALONG THE WEST LINE OF SAID PROSPER HILLS, LP TRACT AND THE EAST LINE OF SAID TEEL PARKWAY, A DISTANCE OF 149.49 FEET TO THE SOUTH CORNER OF SAID SEC TEEL-PROSPER ADDITION;

THENCE N 00°02'02" E, CONTINUING ALONG THE WEST LINE OF SAID PROSPER HILLS, SAME BEING THE EAST LINE OF SAID SEC TEEL-PROSPER ADDITION, A DISTANCE OF 1,043.46 FEET TO THE SOUTH CORNER OF LOT 1, BLOCK A, OF SAID SEC TEEL-PROSPER ADDITION, AND BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 01°08'34", A RADIUS OF 1,060.00 FEET, AND A CHORD BEARING AND DISTANCE OF N 19°32'51" W, 21.14 FEET;

THENCE ALONG THE WEST LINE OF LOT 1, BLOCK A, OF SAID SEC TEEL-PROSPER ADDITION THE FOLLOWING COURSES AND DISTANCES:

ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 21.14 FEET;

N 20°22'59" W, A DISTANCE OF 150.91 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 00°10'12", A RADIUS OF 1,070.00 FEET, AND A CHORD BEARING AND DISTANCE OF N 28°18'42" W 3.18 FEET;

ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 3.18 FEET;

N 28°23'48" W, A DISTANCE OF 171.87 FEET;

N 16°39'53" E, A DISTANCE OF 49.44 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 10°03'53", A RADIUS OF 745.00 FEET, AND A CHORD BEARING AND DISTANCE OF N 67°19'26" E, 130.70 FEET;

ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 130.87 FEET;

N 72°21'22" E, A DISTANCE OF 8.76 FEET TO THE WEST LINE OF SAID PROSPER HILLS, LP TRACT;

THENCE N 00°02'02" E, ALONG THE WEST LINE OF SAID PROSPER HILLS, LP TRACT, A DISTANCE OF 87.91 FEET TO THE NORTHWEST CORNER OF SAID PROSPER HILLS, LP TRACT;

THENCE N 89°47'56" E, ALONG THE NORTH LINE OF SAID PROSPER HILLS, LP TRACT, A DISTANCE OF 306.82 FEET;

THENCE N 89°24'39" E, CONTINUING ALONG THE NORTH LINE OF SAID PROSPER HILLS, LP TRACT, A DISTANCE OF 1,560.15 FEET TO THE NORTHEAST CORNER OF SAID PROSPER HILLS, LP TRACT, SAME BEING THE NORTHWEST CORNER OF SAID PROSPER 100 LP TRACT;

THENCE S 00°12'38" W, ALONG THE EAST LINE OF SAID PROSPER HILLS, LP TRACT AND THE WEST LINE OF SAID PROSPER 100 LP TRACT, A DISTANCE OF 1,469.84 FEET TO THE **POINT OF BEGINNING**, AND **CONTAINING** 70.674 ACRES OR 3,078,580 SQUARE FEET OF LAND MORE OR LESS

Prosper Meadows

Being a tract of land situated in the J.H. Durrant Survey, Abstract Number 350, John McKim Survey, Abstract Number 889, and the Aaron Roberts Survey, Abstract Number 1115, and being all of that tract of land described in deed to Prosper Meadows LP, according to the document recorded in Instrument Number 2019-65177, Official Public Records, Denton County, Texas (O.P.R.D.C.T.), and being more particularly described as follows:

BEGINNING at the northwest corner of said Prosper Meadows LP tract, same being the northeast corner of that tract of land described in deed to Prosper Independent School District, according to the document recorded in Instrument Number 2017-34540, O.P.R.D.C.T., also being in the approximate center line of Parvin Road;

THENCE: N 89° 30' 00" E, with the north line of said Prosper Meadows LP tract, and the approximate center line of said Parvin Road, a distance of 1,549.43 feet to the northeast corner of said Prosper Meadows LP tract;

THENCE: S 01° 01' 00" W, with the east line of said Prosper Meadows LP tract, a distance of 2,815.00 feet to the southeast corner of said Prosper Meadows LP tract, and the approximate center line of Prosper Road;

THENCE: S 89° 44' 00" W, with the south line of said Prosper Meadows LP tract, and the approximate center line of said Prosper Road, a distance of 1,550.91 feet to the southwest corner of said Prosper Meadows LP tract;

THENCE: N 01° 03' 00" E, with the west line of said Prosper Meadows LP tract, a distance of 2,808.73 feet to the **POINT OF BEGINNING** and **CONTAINING** 100.035 Acres of land, more or less.

EXHIBIT B
(Thoroughfare Improvements)

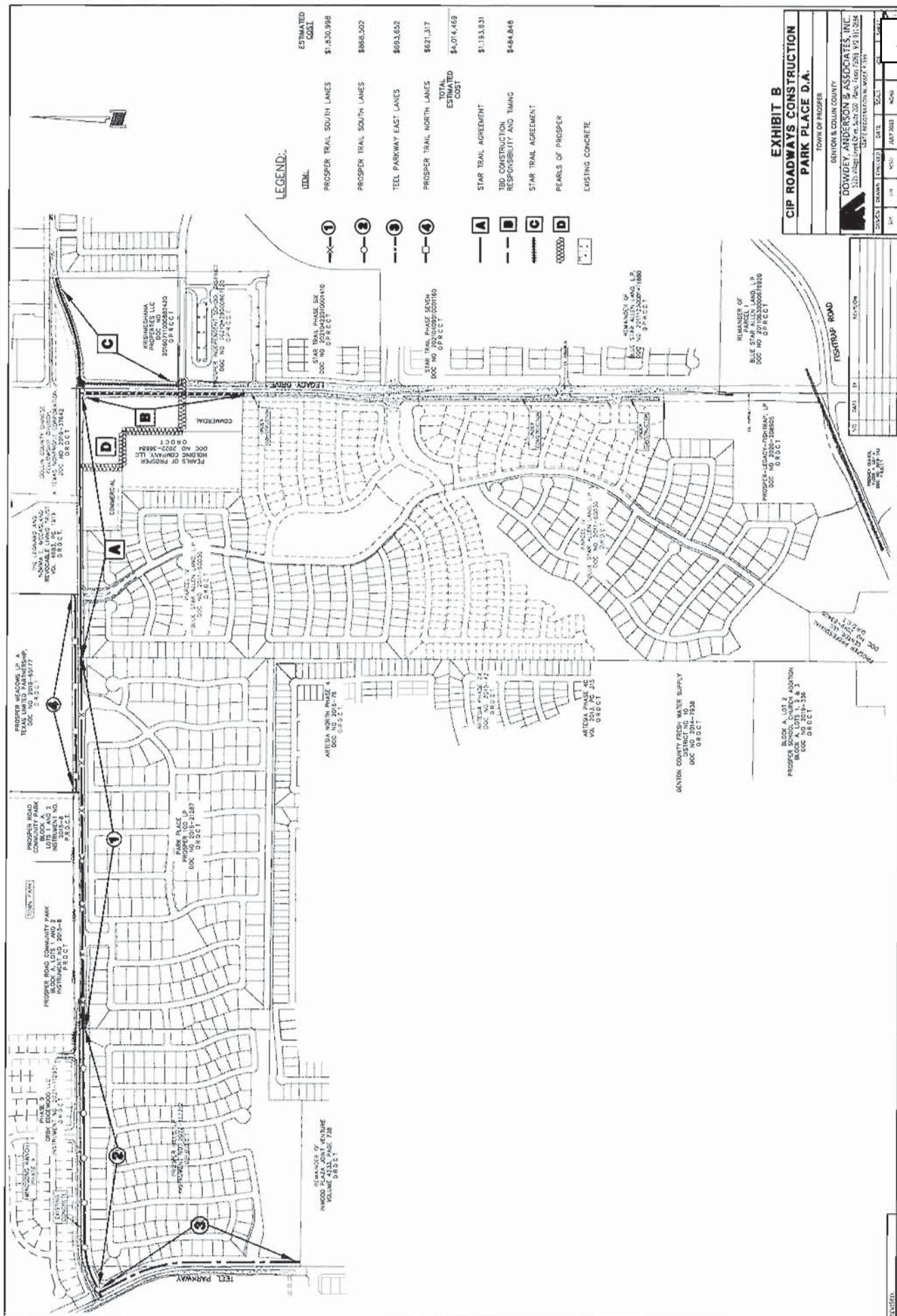


EXHIBIT C
(Area of Reimbursement)

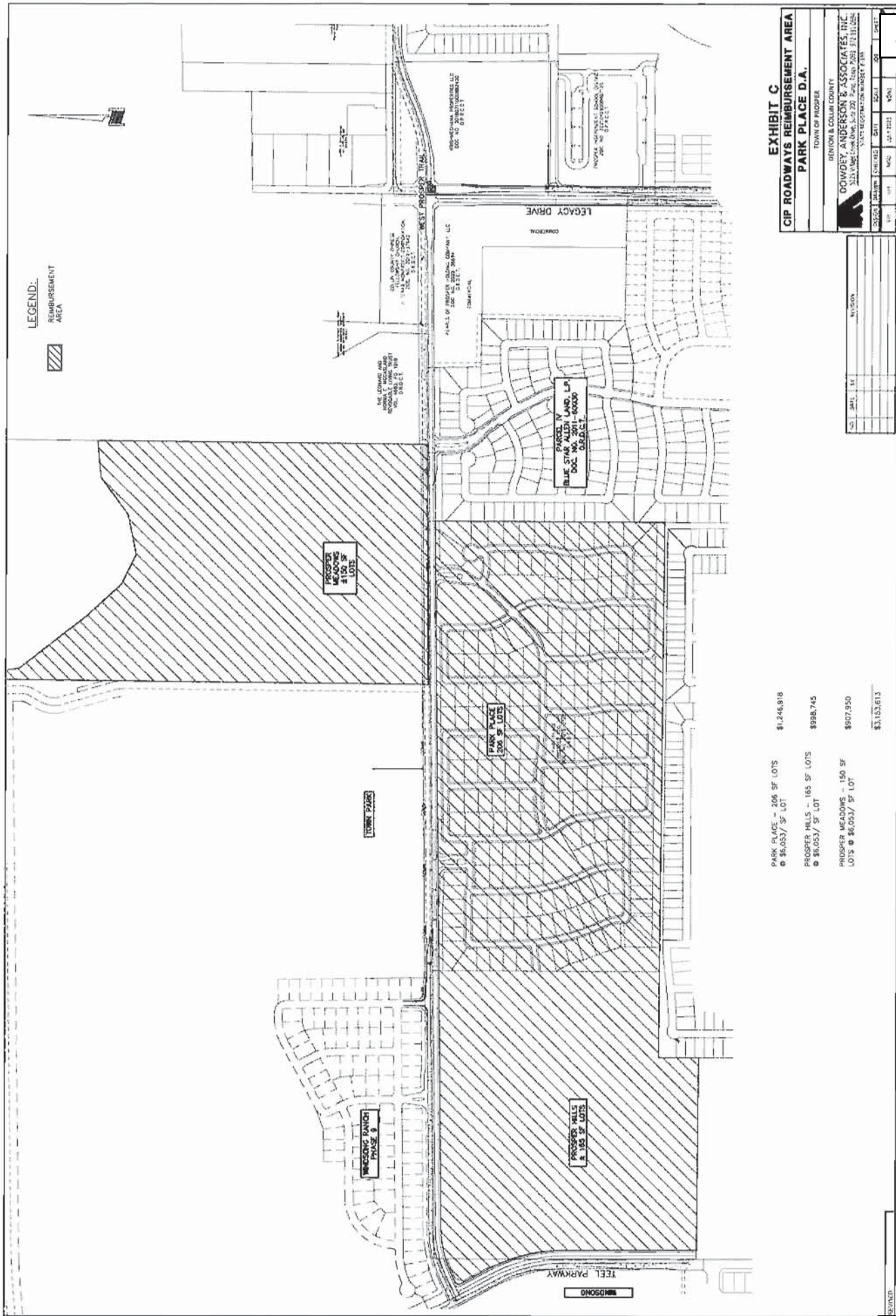


EXHIBIT D
(Estimated Construction Costs)

PROSPER TRAIL & TEEL PARKWAY OPC

Prosper, Denton, Texas

Prepared: 9/18

Opinion of Probable Cost Summary

CATEGORY	PROSPER TRAIL SOUTH LANES - PARK PLACE	PROSPER TRAIL SOUTH LANES - PROSPER HILLS	TEEL PARKWAY EAST LANES - PROSPER HILLS	PROSPER TRAIL NORTH LANES - PROSPER MEADOW	TOTAL
EROSION CONTROL	\$17,671	\$11,161	\$7,974	\$7,715	\$44,521
	Cost/LF	\$6	\$5	\$5	\$5
EXCAVATION	\$88,796	\$82,756	\$66,375	\$42,430	\$280,357
	Cost/LF	\$31	\$37	\$41	\$34
STORM SEWER	\$424,957	\$48,129	\$46,101	\$58,512	\$577,699
	Cost/LF	\$146	\$21	\$38	\$69
PAVING	\$824,870	\$501,288	\$393,366	\$351,577	\$2,071,101
	Cost/LF	\$283	\$222	\$226	\$248
PROFESSIONAL FEES	\$271,260	\$128,668	\$102,764	\$92,048	\$594,740
OVERALL CONTINGENCY 15%	\$203,444	\$96,500	\$77,072	\$69,035	\$446,051
TOTALS	\$1,830,998	\$868,502	\$693,652	\$621,317	\$4,014,469

Length (LF)

2,910 2,254 1,620 1,554 8,338

Cost per Linear Foot

\$629 \$385 \$428 \$400 \$481

1) IT IS IMPORTANT TO NOTE THAT THIS REPORT IS LIMITED IN ACCURACY BECAUSE IT WAS PREPARED WITHOUT THE BENEFIT OF PERMITTED CONSTRUCTION DOCUMENTS AND/OR ENGINEERING REPORTS, THAT MAY BE REQUIRED FOR PERMITTING AND THAT MAY YIELD NEW INFORMATION WHICH COULD AFFECT THE FINAL DEVELOPMENT COST.

2) ALL INFRASTRUCTURE COST IDENTIFIED ABOVE ARE PREDICATED ON THE ASSUMPTIONS AND EXCLUSIONS IDENTIFIED IN THE DETAILED COST "BREAK-DOWN" OF PROBABLE COST BY TRACT.

PROSPER TRAIL SOUTH LANES - PARK PLACE

Prosper, Denton, Texas

Item 10.

Length: 2,910
Prepared: 9/18

Total Acres: 1.9

Opinion of Probable Cost Summary

CATEGORY	By Category	Per LF
EROSION CONTROL	\$17,671	\$6
EXCAVATION	\$88,796	\$31
STORM SEWER	\$424,957	\$146
PAVING	\$824,870	\$283
CONSTRUCTION SUB-TOTALS	\$1,356,294	\$466
PROFESSIONAL FEES	\$271,260	\$93
OVERALL CONTINGENCY 15%	\$203,444	\$70
TOTAL	\$1,830,998	\$629

1) IT IS IMPORTANT TO NOTE THAT THIS REPORT IS LIMITED IN ACCURACY BECAUSE IT WAS PREPARED WITHOUT THE BENEFIT OF PERMITTED CONSTRUCTION DOCUMENTS AND/OR ENGINEERING REPORTS, THAT MAY BE REQUIRED FOR PERMITTING AND THAT MAY YIELD NEW INFORMATION WHICH COULD AFFECT THE FINAL DEVELOPMENT COST.

2) ALL INFRASTRUCTURE COST IDENTIFIED ABOVE ARE PREDICATED ON THE ASSUMPTIONS AND EXCLUSIONS IDENTIFIED IN THE DETAILED COST "BREAK-DOWN" OF PROBABLE COST BY TRACT.

EROSION CONTROL	UNIT COST	UNIT	QTY	TOTAL	Item 10.
	(\$)	(-)	(± #)	(\$)	
SILT FENCE (HIGH FLOW)	\$ 1.70	LF.	4,265	\$ 7,251	
SILT FENCE MAINTENANCE & REMOVAL	\$ 1.50	LF.	4,265	\$ 6,398	
ROCK CHECK DAMS	\$ 699.00	EA.	0	\$ -	
4' ROLL OF CURLEX WITH SEED	\$ 0.62	LF.	3,588	\$ 2,225	
INLET PROTECTION	\$ 75.00	EA.	6	\$ 450	
SALES TAX ON IMPROVEMENTS	8.25%	%	\$ 16,324	\$ 1,347	
TOTAL				\$ 17,671	

EXCAVATION	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
MOBILIZATION	\$ 10,500.00	LS.	1.0	\$ 10,500
CLEARING & GRUBBING VEGETATION	\$ 2,000.00	AC.	6.8	\$ 13,600
CLEAR & GRIND TREES	\$ 16,000.00	LS.	1.0	\$ 16,000
CONSTRUCTION ENTRANCE	\$ 2,649.00	EA.	1	\$ 2,649
STREET & RIGHT-OF-WAY EXCAVATION	\$ 3.00	CY.	5,793	\$ 17,379
STREET MOISTURE CONDITIONING 5' DEEP	\$ 1.59	CY.	16,200	\$ 25,758
DIVERSION SWALE GRADING	\$ 1.00	LF.	2,910	\$ 2,910
TOTAL				\$ 88,796

STORM SEWER	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
10' INLET	\$ 8,131.20	EA.	6	\$ 48,788
21" R.C.P.	\$ 72.66	LF.	1217	\$ 88,428
24" R.C.P.	\$ 84.04	LF.	144	\$ 12,102
42" R.C.P.	\$ 186.33	LF.	322	\$ 59,999.
48" R.C.P.	\$ 221.05	LF.	500	\$ 110,525
6' X 4' R.C.B	\$ 476.91	LF.	20	\$ 9,539
4'X4' STORM MANHOLE	\$ 6,782.05	EA.	1	\$ 6,783
5'X5' STORM MANHOLE	\$ 9,843.35	EA.	2	\$ 19,687
8'X8' STORM MANHOLE	\$ 28,507.00	EA.	1	\$ 28,507
4' X 4' DROP INLET WITH APRON	\$ 6,782.05	EA.	1	\$ 6,783
5' X 5' DROP INLET WITH APRON	\$ 9,843.35	EA.	1	\$ 9,844
21" END & PLUG	\$ 379.94	EA.	5	\$ 1,900
CONNECT TO EXISTING STORM LINE	\$ 1,778.70	EA.	1	\$ 1,779
TESTING & T.V. INSPECTION	\$ 6.05	LF.	2,203	\$ 13,329
TRENCH SAFETY	\$ 0.31	LF.	2,203	\$ 683
MAINTENANCE BOND	1.5%	%	\$ 418,676	\$ 6,281
TOTAL				\$ 424,957

PAVING	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
9" REINF. CONCRETE STREET PAVEMENT	\$ 64.60	SY.	9,330	\$ 602,718
9" NON-REINFORCED CONCRETE TRANSITION	\$ 72.95	SY.	289	\$ 21,083
12" LIME TREATED SUBGRADE	\$ 3.55	SY.	10,823	\$ 38,422
HYDRATED LIME	\$ 319.00	TN.	195	\$ 62,205
3 MIL POLY 6' WIDE	\$ 1.65	LF.	5,820	\$ 9,603
PAVEMENT HEADER & BARRICADE	\$ 2,070.00	EA.	2	\$ 4,140
REMOVE EXISTING GRAVEL ROAD	\$ 5.00	SY.	12,016	\$ 60,080
CONNECT TO EXISTING	\$ 800.00	EA.	1	\$ 800
PAVEMENT MARKINGS	\$ 3.25	LF.	2,910	\$ 9,458
TRAFFIC SIGNS	\$ 695.00	EA.	6	\$ 4,170
MAINTENANCE BOND	1.5%	%	\$ 812,679	\$ 12,191
TOTAL				\$ 824,870

PROFESSIONAL FEES	%		\$	TOTAL
				(\$)
ENGINEERING & SURVEY	15.0%		\$ 1,356,294	\$ 203,445
GEOTECHNICAL & MATERIAL TESTING	5.0%		\$ 1,356,294	\$ 67,815
TOTAL				271,260

PROSPER TRAIL SOUTH LANES - PROSPER HILLS

Prosper, Denton, Texas

Length: 2,254
Prepared: 9/18

Total Acres: 2.3

Opinion of Probable Cost Summary

CATEGORY	By Category	Per LF
EROSION CONTROL	\$11,161	\$5
EXCAVATION	\$82,756	\$37
STORM SEWER	\$48,129	\$21
PAVING	\$501,288	\$222
CONSTRUCTION SUB-TOTALS	\$643,334	\$285
PROFESSIONAL FEES	\$128,668	\$57
OVERALL CONTINGENCY 15%	\$96,500	\$43
TOTAL	\$868,502	\$385

1) IT IS IMPORTANT TO NOTE THAT THIS REPORT IS LIMITED IN ACCURACY BECAUSE IT WAS PREPARED WITHOUT THE BENEFIT OF PERMITTED CONSTRUCTION DOCUMENTS AND/OR ENGINEERING REPORTS, THAT MAY BE REQUIRED FOR PERMITTING AND THAT MAY YIELD NEW INFORMATION WHICH COULD AFFECT THE FINAL DEVELOPMENT COST.

2) ALL INFRASTRUCTURE COST IDENTIFIED ABOVE ARE PREDICATED ON THE ASSUMPTIONS AND EXCLUSIONS IDENTIFIED IN THE DETAILED COST "BREAK-DOWN" OF PROBABLE COST BY TRACT.

EROSION CONTROL	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
SILT FENCE (HIGH FLOW)	\$ 1.70	LF.	2,254	\$ 3,832
SILT FENCE MAINTENANCE & REMOVAL	\$ 1.50	LF.	2,254	\$ 3,381
ROCK CHECK DAMS	\$ 699.00	EA.	0	\$ -
4' ROLL OF CURLEX WITH SEED	\$ 0.62	LF.	4,510	\$ 2,797
INLET PROTECTION	\$ 75.00	EA.	4	\$ 300
SALES TAX ON IMPROVEMENTS	8.25%	%	\$ 10,310	\$ 851
TOTAL				\$ 11,161

EXCAVATION	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
CLEARING & GRUBBING VEGETATION	\$ 2,000.00	AC.	2.3	\$ 4,660
CLEAR & GRIND TREES	\$ 16,000.00	LS.	1	\$ 16,000
CONSTRUCTION ENTRANCE	\$ 2,649.00	EA.	1	\$ 2,649
STREET & RIGHT-OF-WAY EXCAVATION	\$ 3.00	CY.	13,400	\$ 40,200
STREET MOISTURE CONDITIONING 5' DEEP	\$ 1.59	CY.	12,105	\$ 19,247
TOTAL				\$ 82,756

STORM SEWER	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
10' INLET	\$ 8,131.20	EA.	2	\$ 16,263
12' INLET	\$ 9,500.00	EA.	2	\$ 19,000
18" R.C.P.	\$ 67.74	LF.	164	\$ 11,110
TESTING & T.V. INSPECTION	\$ 6.05	LF.	164	\$ 993
TRENCH SAFETY	\$ 0.31	LF.	164	\$ 51
MAINTENANCE BOND	1.5%	%	\$ 47,417	\$ 712
TOTAL				\$ 48,129

PAVING	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
9" REINF. CONCRETE STREET PAVEMENT	\$ 64.60	SY.	6,261	\$ 404,461
12" LIME TREATED SUBGRADE	\$ 3.55	SY.	7,263	\$ 25,784
HYDRATED LIME	\$ 319.00	TN.	131	\$ 41,789
3 MIL POLY 6' WIDE	\$ 1.65	LF.	4,508	\$ 7,439
CONNECT TO EXISTING	\$ 800.00	EA.	1	\$ 800
PAVEMENT MARKINGS	\$ 3.25	LF.	2,254	\$ 7,326
TRAFFIC SIGNS	\$ 695.00	EA.	4	\$ 2,780
TRAFFIC CONTROL DEVICES (SIGNS, BARRELS & BARRICADES)	\$ 3,500.00	LS.	1	\$ 3,500
MAINTENANCE BOND	1.5%	%	\$ 493,879	\$ 7,409
TOTAL				\$ 501,288

PROFESSIONAL FEES				TOTAL
	%		\$	(\$)
ENGINEERING & SURVEY	15.0%		\$ 643,334	\$ 96,501
GEOTECHNICAL & MATERIAL TESTING	5.0%		\$ 643,334	\$ 32,167
TOTAL				128,668

TEEL PARKWAY EAST LANES - PROSPER HILLS

Prosper, Denton, Texas

Length: 1,620
Prepared: 9/18

Total Acres: 2.1

Opinion of Probable Cost Summary

CATEGORY	By Category	Per LF
EROSION CONTROL	\$7,974	\$5
EXCAVATION	\$66,375	\$41
STORM SEWER	\$46,101	\$28
PAVING	\$393,366	\$243
CONSTRUCTION SUB-TOTALS	\$513,816	\$317
PROFESSIONAL FEES	\$102,764	\$63
OVERALL CONTINGENCY 15%	\$77,072	\$48
TOTAL	\$693,652	\$428

1) IT IS IMPORTANT TO NOTE THAT THIS REPORT IS LIMITED IN ACCURACY BECAUSE IT WAS PREPARED WITHOUT THE BENEFIT OF PERMITTED CONSTRUCTION DOCUMENTS AND/OR ENGINEERING REPORTS, THAT MAY BE REQUIRED FOR PERMITTING AND THAT MAY YIELD NEW INFORMATION WHICH COULD AFFECT THE FINAL DEVELOPMENT COST.

2) ALL INFRASTRUCTURE COST IDENTIFIED ABOVE ARE PREDICATED ON THE ASSUMPTIONS AND EXCLUSIONS IDENTIFIED IN THE DETAILED COST "BREAK-DOWN" OF PROBABLE COST BY TRACT.

EROSION CONTROL	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
SILT FENCE (HIGH FLOW)	\$ 1.70	LF.	1,606	\$ 2,731
SILT FENCE MAINTENANCE & REMOVAL	\$ 1.50	LF.	1,606	\$ 2,409
ROCK CHECK DAMS	\$ 699.00	EA.	0	\$ -
4' ROLL OF CURLEX WITH SEED	\$ 0.62	LF.	3,226	\$ 2,001
INLET PROTECTION	\$ 75.00	EA.	3	\$ 225
SALES TAX ON IMPROVEMENTS	8.25%	%	\$ 7,366	\$ 608
TOTAL				\$ 7,974

EXCAVATION	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
CLEARING & GRUBBING VEGETATION	\$ 2,000.00	AC.	2.1	\$ 4,120
CLEAR & GRIND TREES	\$ 16,000.00	LS.	1	\$ 16,000
CONSTRUCTION ENTRANCE	\$ 2,649.00	EA.	1	\$ 2,649
STREET & RIGHT-OF-WAY EXCAVATION	\$ 3.00	CY.	9,964	\$ 29,892
STREET MOISTURE CONDITIONING 5' DEEP	\$ 1.59	CY.	8,625	\$ 13,714
TOTAL				\$ 66,375

STORM SEWER	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
10' INLET	\$ 8,131.20	EA.	2	\$ 16,263
12' INLET	\$ 9,500.00	EA.	1	\$ 9,500
18" R.C.P.	\$ 67.74	LF.	153	\$ 10,365
21" R.C.P.	\$ 72.66	LF.	0	\$ -
24" R.C.P.	\$ 84.04	LF.	92	\$ 7,732
TESTING & T.V. INSPECTION	\$ 6.05	LF.	245	\$ 1,483
TRENCH SAFETY	\$ 0.31	LF.	245	\$ 76
MAINTENANCE BOND	1.5%	%	\$ 45,419	\$ 682
TOTAL				\$ 46,101

PAVING	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(+)	(± #)	(\$)
9" REINF. CONCRETE STREET PAVEMENT	\$ 64.60	SY.	4,890	\$ 315,894
12" LIME TREATED SUBGRADE	\$ 3.55	SY.	5,721	\$ 20,310
HYDRATED LIME	\$ 319.00	TN.	103	\$ 32,857
3 MIL POLY 6' WIDE	\$ 1.65	LF.	3,240	\$ 5,346
CONNECT TO EXISTING	\$ 800.00	EA.	2	\$ 1,600
PAVEMENT MARKINGS	\$ 3.25	LF.	1,620	\$ 5,265
TRAFFIC SIGNS	\$ 695.00	EA.	4	\$ 2,780
TRAFFIC CONTROL DEVICES (SIGNS, BARRELS & BARRICADES)	\$ 3,500.00	LS.	1	\$ 3,500
MAINTENANCE BOND	1.5%	%	\$ 387,552	\$ 5,814
TOTAL				\$ 393,366

PROFESSIONAL FEES				TOTAL
	%		\$	(\$)
ENGINEERING & SURVEY	15.0%	%	\$ 513,816	\$ 77,073
GEOTECHNICAL & MATERIAL TESTING	5.0%	%	\$ 513,816	\$ 25,691
TOTAL				102,764

PROSPER TRAIL NORTH LANES - PROSPER MEADOW

Prosper, Denton, Texas

Length: 1,554
Prepared: 9/18

Total Acres: 1.6

Opinion of Probable Cost Summary

CATEGORY	By Category	Per LF
EROSION CONTROL	\$7,715	\$5
EXCAVATION	\$42,430	\$27
STORM SEWER	\$58,512	\$38
PAVING	\$351,577	\$226
CONSTRUCTION SUB-TOTALS	\$460,234	\$291
PROFESSIONAL FEES	\$92,048	\$59
OVERALL CONTINGENCY 15%	\$69,035	\$44
CATEGORY TOTALS	\$621,317	\$394

1) IT IS IMPORTANT TO NOTE THAT THIS REPORT IS LIMITED IN ACCURACY BECAUSE IT WAS PREPARED WITHOUT THE BENEFIT OF PERMITTED CONSTRUCTION DOCUMENTS AND/OR ENGINEERING REPORTS, THAT MAY BE REQUIRED FOR PERMITTING AND THAT MAY YIELD NEW INFORMATION WHICH COULD AFFECT THE FINAL DEVELOPMENT COST.

2) ALL INFRASTRUCTURE COST IDENTIFIED ABOVE ARE PREDICATED ON THE ASSUMPTIONS AND EXCLUSIONS IDENTIFIED IN THE DETAILED COST "BREAK-DOWN" OF PROBABLE COST BY TRACT.

EROSION CONTROL	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
SILT FENCE (HIGH FLOW)	\$ 1.70	LF.	1,554	\$ 2,642
SILT FENCE MAINTENANCE & REMOVAL	\$ 1.50	LF.	1,554	\$ 2,331
ROCK CHECK DAMS	\$ 699.00	EA.	0	\$ -
4' ROLL OF CURLEX WITH SEED	\$ 0.62	LF.	3,110	\$ 1,929
INLET PROTECTION	\$ 75.00	EA.	3	\$ 225
SALES TAX ON IMPROVEMENTS	8.25%	%	\$ 7,127	\$ 588
TOTAL				\$ 7,715

EXCAVATION	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
CLEARING & GRUBBING VEGETATION	\$ 2,000.00	AC.	1.6	\$ 3,200
CONSTRUCTION ENTRANCE	\$ 2,649.00	EA.	1	\$ 2,649
STREET & RIGHT-OF-WAY EXCAVATION	\$ 3.00	CY.	7,770	\$ 23,310
STREET MOISTURE CONDITIONING 5' DEEP	\$ 1.59	CY.	8,346	\$ 13,271
TOTAL				\$ 42,430

STORM SEWER	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
10' INLET	\$ 8,131.20	EA.	3	\$ 24,394
21" R.C.P.	\$ 72.66	LF.	173	\$ 12,571
42" R.C.P.	\$ 186.33	LF.	98	\$ 18,261
42" END & PLUG	\$ 695.78	EA.	1	\$ 696
TESTING & T.V. INSPECTION	\$ 6.05	LF.	271	\$ 1,640
TRENCH SAFETY	\$ 0.31	LF.	271	\$ 85
MAINTENANCE BOND	1.5%	%	\$ 57,647	\$ 865
TOTAL				\$ 58,512

PAVING	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
9" REINF. CONCRETE STREET PAVEMENT	\$ 64.60	SY.	4,317	\$ 278,857
12" LIME TREATED SUBGRADE	\$ 3.55	SY.	5,122	\$ 18,183
HYDRATED LIME	\$ 319.00	TN.	91	\$ 29,029
3 MIL POLY 6' WIDE	\$ 1.65	LF.	3,108	\$ 5,129
PAVEMENT HEADER & BARRICADE	\$ 2,070.00	EA.	2	\$ 4,140
CONNECT TO EXISTING	\$ 800.00	EA.	1	\$ 800
PAVEMENT MARKINGS	\$ 2.55	L.F.	1,554	\$ 3,963
TRAFFIC SIGNS	\$ 695.00	EA.	4	\$ 2,780
TRAFFIC CONTROL DEVICES (SIGNS, BARRELS & BARRICADES)	\$ 3,500.00	LS.	1	\$ 3,500
MAINTENANCE BOND	1.5%	%	\$ 346,381	\$ 5,196
TOTAL				\$ 351,577

PROFESSIONAL FEES				TOTAL
	%		\$	(\$)
ENGINEERING & SURVEY	15.0%	%	\$ 460,234	\$ 69,036
GEOTECHNICAL & MATERIAL TESTING	5.0%	%	\$ 460,234	\$ 23,012
TOTAL				92,048



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: Speed Limit Ordinance: SH 289 (US 380 – FM 1461)

Town Council Meeting – February 25, 2025

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon an ordinance amending Section 12.09.003, "Speed Limits on Specific Streets," of Chapter 12 "Traffic and Vehicles," of the Town's Code of Ordinances by modifying the prima facie speed limit on SH 289 (Preston Road).

Description of Agenda Item:

On February 5, 2025, the Texas Department of Transportation (TxDOT) informed the Town of Prosper that they have recently completed a speed study on SH 289 from US 380 (University Drive) to Business 289 (North Legacy Drive) through the Town of Prosper and City of Celina. This study sampled the speed of vehicles on the roadway to determine the 85th percentile speed, which is the speed at which the majority of drivers drive at or below. The results of the study found that the 85th percentile speed on SH 289 within the Town of Prosper, between US 380 and FM 1461, varied between 50 and 55 mph, compared to the existing speed limit of 55 mph.

TxDOT typically sets the speed limit at the nearest value to the 85th percentile speed ending in 5 or 0, however the posted speed limit may be lowered up to 10 mph (12 miles per hour for locations with crashes higher than statewide average) below the 85th percentile speed if some of the following conditions are present:

- Roadway pavement width of 20 feet or less
- Curves and hills
- Hidden driveways and other developments
- High number of driveways
- Crash history
- Rural residential or developed area
- Lack of striped, improved shoulders

Due to the developed area and high number of driveways along this stretch of roadway, TxDOT has recommended that the existing speed limit of 55 mph be reduced to 50 mph, which is a reduction of 5 mph below both the existing speed limit and in some cases the 85th percentile speed.

Even though TxDOT completed the speed study and recommends the speed limit, local communities must adopt the speed limit by ordinance to become effective. Upon approval of this ordinance, TxDOT will install the necessary speed limit signs

Budget Impact:

There is no impact since TxDOT will complete the installation of the speed limit signs.

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
2. Speed Study Results

Town Staff Recommendation:

Town staff recommends that the Town Council adopt an ordinance amending Section 12.09.003, "Speed Limits on Specific Streets," of Chapter 12 "Traffic and Vehicles," of the Town's Code of Ordinances by modifying the prima facie speed limit on SH 289 (Preston Road).

Proposed Motion:

I move to adopt an ordinance amending Section 12.09.003, "Speed Limits on Specific Streets," of Chapter 12 "Traffic and Vehicles," of the Town's Code of Ordinances by modifying the prima facie speed limit on SH 289 (Preston Road).

TOWN OF PROSPER, TEXAS**ORDINANCE NO. 2025-__**

AN ORDINANCE OF THE TOWN OF PROSPER, TEXAS, AMENDING SECTION 12.09.003, "SPEED LIMITS ON SPECIFIC STREETS," OF CHAPTER 12, "TRAFFIC AND VEHICLES," OF THE CODE OF ORDINANCES OF THE TOWN OF PROSPER BY MODIFYING THE PRIMA FACIE SPEED LIMITS ON SH 289 (PRESTON ROAD) WITHIN THE TOWN OF PROSPER; 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 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, Texas Department of Transportation has investigated the speed limits on SH 289 (Preston Road) within the corporate limits of the Town and has determined that modifying the prima facie speed limit on SH 289 (Preston Road) is in the best interests of the Town and its citizens.

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 12.09.003, "Speed Limits on Specific Streets," of Chapter 12, "Traffic and Vehicles," of the Code of Ordinances of the Town of Prosper, Texas, is hereby amended by modifying the prima facie speed limit on SH 289 (Preston Road), to read as follows:

"Sec. 12.09.003 Speed Limits on Specific Streets

A person shall not operate a vehicle upon a public street or highway listed in this section at a speed greater than established by this section, with the limits established being prima facie evidence that the speed is not reasonable and prudent and that the speed is unlawful. The following maximum speed limits are established:

State Highways		
Highway	Limits	Speed Limit (MPH)
SH 289 (Preston Road)	US 380 (University Drive) to FM 1461 (FM Parkway)	50

SECTION 3

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

SECTION 4

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

SECTION 5

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

SECTION 6

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 25TH DAY OF FEBRUARY, 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: Chuck Ewings, Assistant Town Manager

Through: Mario Canizares, Town Manager

Re: Prosper/Celina Interlocal Agreement – Coit Road Reconstruction

Town Council Meeting – February 25, 2025

Strategic Visioning Priority: 1. Acceleration of Infrastructure

Agenda Item:

Consider and act upon authorizing the Town Manager to execute an Interlocal Agreement between the City of Celina and the Town of Prosper, Texas, related to cost participation in the reconstruction of Coit Road from Prosper Trail to Marigold Lane.

Description of Agenda Item:

As part of the FY 2025 CIP budget, the Town anticipates beginning the reconstruction of Coit Road from Prosper Trail to Frontier Road by the end of this calendar year. The City of Celina also plans improvements to Coit Road north of Frontier Road approximately 1,400 feet terminating near Marigold Lane. The attached interlocal agreement authorizes coordination of the improvements under a single construction contract executed by the Town of Prosper. The City of Celina will fund all improvements located within its jurisdiction.

This agreement will provide for potential savings and ensure the alignment of both roadways at Frontier when completed. The Town will coordinate with TXDOT for any signal improvements with both the Town and City of Celina sharing these costs.

Budget Impact:

The FY 2024-2025 Capital Improvement Program includes \$6,000,000 in account number ST201710-CONST-CONST towards the construction of Coit Road from Prosper Trail to Frontier Road. The cost of the improvements to be funded by the City of Celina is estimated to be \$1,523,833.

Legal Obligations and Review:

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

Attached Documents:

1. Proposed Interlocal Agreement

Town Staff Recommendation:

Town Staff recommends authorizing the Town Manager to execute an Interlocal Agreement between the City of Celina and the Town of Prosper, Texas, related to cost participation in the reconstruction of Coit Road from Prosper Trail to Marigold Lane.

Proposed Motion:

I move to authorize the Town Manager to execute an Interlocal Agreement between the City of Celina and the Town of Prosper, Texas, related to cost participation in the reconstruction of Coit Road from Prosper Trail to Marigold Lane.

**INTERLOCAL AGREEMENT BETWEEN
THE TOWN OF PROSPER, TEXAS, AND THE CITY OF CELINA, TEXAS,
FOR CONSTRUCTION OF AND IMPROVEMENTS TO COIT ROAD**

THIS INTERLOCAL AGREEMENT BETWEEN THE TOWN OF PROSPER, TEXAS, AND THE CITY OF CELINA, TEXAS, FOR THE CONSTRUCTION OF IMPROVEMENTS TO COIT ROAD ("Agreement") is made and entered into by and among the **TOWN OF PROSPER, TEXAS**, a home-rule municipal corporation, hereinafter referred to as "Prosper," and the **CITY OF CELINA, TEXAS**, a home-rule municipal corporation, hereinafter referred to as "Celina." Prosper and Celina may from time to time herein be referred to collectively as "Parties" and individually as a "Party." The effective date of this Agreement is the date that the last of the Parties has executed the Agreement, after approval from their respective governing bodies (the "Effective Date").

WHEREAS, the Interlocal Cooperation Act ("Act"), codified at Chapter 791 of the Texas Government Code, authorizes units of local government to contract with one or more units of local government to perform governmental functions and services; and

WHEREAS, pursuant to Section 791.032 of the Act, with the approval of the governing body of a municipality, a local government may enter into an interlocal agreement with another municipality to finance the improvement of streets in the municipality; and

WHEREAS, Prosper and Celina are political subdivisions of the State of Texas and are engaged in the provision of governmental services for the benefit of their citizens and users; and

WHEREAS, this Agreement is entered into pursuant to the authority, under the provisions of, and in accordance with, the Act for the performance of governmental functions and services; specifically, the service of construction of road improvements to Coit Road, the segmented portions which consist of:

- (1) the portion between Prosper Trail and Frontier Parkway and its eastbound lane and belonging within Prosper, Texas (the "Prosper-Frontier Project"); and
- (2) the portion between Frontier Parkway and its corresponding westbound lane and north up to Marigold Lane and belonging within Celina, Texas (the "Celina-Frontier Project"), all of which is present and belonging within Celina, Texas, attached hereto and incorporated herein for all purposes,

and in its entirety to occur on, along, and aside to Coit Road between Prosper Trail within Prosper, Texas and up to Marigold Lane within Celina, Texas ("Entire Project"), and, attached hereto and incorporated herein for all purposes, and depicted in the entire construction plans ("**Exhibit A**"); and

WHEREAS, Prosper and Celina have determined that the projects may be completed most economically by implementing this Agreement; and

WHEREAS, each of the Parties has current funds available to satisfy any fees and costs required pursuant to this Agreement.

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, the Parties agree as follows:

I. TERM; TERMINATION

This Agreement is effective from the Effective Date for a period of two (2) years; however, the initial term of this Agreement will automatically be extended until such time as the projects are complete, unless any Party gives written notice to the other Parties to the contrary not less than ninety (90) days prior to the expiration of the then-current term. Notwithstanding the foregoing, however, this Agreement may be terminated by any Party, with or without cause, and without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this Agreement, by giving the other Parties at least ninety (90) days' prior written notice of the termination date, in which event this Agreement shall terminate as to all Parties as of such termination date.

II. ROLES AND RESPONSIBILITIES OF THE PARTIES

Both Parties will assume certain responsibilities either as an individual Party, jointly as Parties, or as apportioned to each Party as detailed below.

2.1. Celina.

- A. Construction documents: Celina shall assume preparation of the construction documents necessary for the construction of the Celina-Frontier Project.
- B. Cost and Payment Terms: Celina shall pay the Town of Prosper for the costs of the construction of the Celina-Frontier Project, upon confirmation and written approval of the Celina Representative designated in section 2.3.A and, plus a ten percent (10%) contingency fee, the fee to be calculated as follows:

$$[[\text{Cost of the Task for the Celina portion of Construction}] * 0.100] = [\text{Result}] \text{ USD}$$

Any rounding error should be resolved by rounding to the nearest penny upward. The actual construction costs shall be determined after the completion of the bidding process to be conducted by Prosper and as detailed below in section 2.2.B.

2.2 Prosper.

- A. Remaining construction documents: Prosper shall assume preparation of the construction documents necessary for the construction of the Prosper-Frontier Project.
- B. Bidding; Timing of Bidding Process; Procedure of Bidding: Prosper shall assume all aspects of the bidding process for the construction of the Entire Project, with the Celina-Frontier Project to be included in the Bid as a separate task. In bidding for the Celina-Frontier Project, Prosper will allow for a line-item breakdown of costs to be assessed for the task and audited by Celina and their respective staff for consideration. Prosper will incorporate mutually agreed and approved construction plans submitted by Celina and incorporate such agreed and approved construction plans into Prosper's bid for the construction of the projects.

Prosper shall begin the bidding process for the Prosper-Frontier Project by December 1, 2025. The Celina-Frontier Project will be included in the Project bid. Time of bid is subject to successful relocation of all utilities.

Prosper shall aggregate and prepare their respective plans for the Prosper-Frontier Project along with Celina's Celina-Frontier Project, the specifications for the improvements, accept bids and award a contract to construct the improvements and administer the construction contract. In all such activities, Prosper shall comply with all statutory requirements applicable for competitive bidding. Prosper shall provide Celina with a copy of the executed design and construction contract(s) for the Entire Project. Changes to the Celina-Frontier Project, other than what was submitted for the initial bids, or which alter the initial funding, must be reviewed and approved by Celina prior to continuation.

- C. Prosper shall coordinate with Celina by providing a minimum seven (7) day notice for planned roadway closures to facilitate communication with Celina residents.
- D. Prosper will coordinate with the Texas Department of Transportation regarding any impacts to Frontier Road. Each municipality will fund the cost of any required TXDOT improvements located within its jurisdiction.

2.3 Both Parties. Prosper and Celina mutually agree to the following for the duration of this Agreement, notwithstanding termination or other terminating measure or event:

- A. Liaison(s): Prosper and Celina shall each designate a respective Project liaison (and respective designee(s), if desired) who will manage their respective Project details and coordinate with the respective designated liaisons during the construction process. Staff representatives shall be as follows:

Celina Representative: Andy Glasgow, Director of Engineering

Prosper Representative: Pete Anaya, Assistant Director of Engineering Services

- B. Testing: Material, stress, load, sheer, chemical, quality, and any other related testing associated with the construction of any respective Project, such testing will utilize a third party (3rd party) tester for any related testing related to their respective Project. Such testing will be provided under a separate contract to be entered into by Prosper, for a single company, firm, or organization to conduct the 3rd party testing on behalf of the Entire Project, and which Celina will pay its respective portion of testing for the Celina-Frontier Project. To create efficiency and potentially save costs and create possible value adds, quality control, and engineering collaboration and consideration, reports may be sent to all representatives identified in the pre-construction meeting. The cost of testing for the Celina-Frontier Project shall be paid by the City of Celina and shall be included in the total payment to the Town of Prosper.
- C. Pre-Construction Meeting and periodic update meetings: A pre-construction meeting will be managed by the Town of Prosper. Additional meetings may be held or hosted by Prosper on a bi-weekly (every two weeks) basis, to be organized by the Town's representative. Such meetings may take place in person or over telephonic or audio/video conferencing platforms. Nothing in this Agreement shall prevent both Parties from meeting spontaneously, as needed, or in addition to the above schedule to discuss other issues, logistics, construction aspects, or other items of importance to the progress and/or completion of the projects.
- D. Inspections: Each Party will be responsible for inspecting their respective Project. If an outside party is required to conduct an inspection, or a series of inspections, such costs will be borne onto the Party requiring those inspections for their respective portion of their Project.

III.

CONSIDERATION

The Parties acknowledge and agree that the continuation of this Agreement after the close of any given fiscal year of a Party shall be subject to approval by each Party's governing body. In the event that a Party's governing body does not approve the appropriation of funds required to be paid under this Agreement, this Agreement shall terminate at the end of the fiscal year for which funds were appropriated, and the Parties shall have no further obligations hereunder, but the Party responsible for payment shall be obligated to pay all charges incurred by the Party to whom payment must be made through the end of that fiscal year provided that the Party to whom payment must be made is not in breach of this Agreement.

IV. RELEASE AND HOLD HARMLESS

TO THE EXTENT ALLOWED BY LAW, AND WITHOUT WAIVING GOVERNMENTAL OR SOVEREIGN IMMUNITY, EACH PARTY AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OTHER (AND ITS OFFICERS, AGENTS, AND EMPLOYEES) FROM AND AGAINST ALL CLAIMS OR CAUSES OF ACTION FOR INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE), AND ANY OTHER LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO, OR RESULTING FROM ITS PERFORMANCE UNDER THIS AGREEMENT, OR CAUSED BY ITS NEGLIGENT ACTS OR OMISSIONS (OR THOSE OF ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, OR ANY OTHER THIRD PARTIES FOR WHOM IT IS LEGALLY RESPONSIBLE) IN CONNECTION WITH PERFORMING THIS AGREEMENT.

THIS INDEMNIFICATION CLAUSE IS VALID ONLY TO THE EXTENT PERMITTED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS, PARTICULARLY SECTION 7 OF ARTICLE XI OF THE TEXAS CONSTITUTION, AND WITH THE MUTUAL UNDERSTANDING THAT THE PARTIES ARE POLITICAL SUBDIVISIONS OF THE STATE OF TEXAS AND THAT THIS EXECUTORY INDEMNITY OBLIGATION CANNOT BE PAID FROM CURRENT REVENUES AND THAT NO TAX NOR INTEREST AND SINKING FUND HAS BEEN SET, ADOPTED OR ESTABLISHED FOR THE PAYMENT OF THIS EXECUTORY INDEMNITY OBLIGATION.

V. INDEPENDENT CONTRACTOR

Each Party covenants and agrees that each Party is an independent contractor of the other Parties and not an officer, agent, servant or employee of any other Party and that nothing herein shall be construed as creating a partnership or joint enterprise between or among any Party.

VI. NOTICE

Any notice provided under this Agreement shall be delivered by mail or personal service to the Parties named below:

Celina Representative:

City of Celina
 Attn: Robert Ranc
 City Manager
 142 N Ohio
 Celina, TX 75009

Prosper Representative:

Town of Prosper
 Attn: Mario Canizares
 Town Manager
 250 W. First Street
 Prosper, TX 75078

**VII.
 AUTHORITY TO SIGN/CITY COUNCIL AUTHORIZATION**

The undersigned officers and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto.

- Prosper has executed this Agreement pursuant to duly authorized action of the Prosper Town Council on _____, 2025.
- Celina has executed this Agreement pursuant to duly authorized action of the Celina City Council on February 11, 2025.

Each of the Parties shall provide written documentation evidencing the grant of approval by its respective governing body.

**VIII.
 SEVERABILITY**

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement. However, upon the occurrence of such an event, any Party may terminate this agreement by giving the other Parties thirty (30) days' written notice.

**IX.
 VENUE**

This Agreement and any of its terms or provisions, as well as the rights and duties of the Parties hereto, shall be governed by the laws of the State of Texas. The Parties agree that this Agreement shall be enforceable in Collin County, Texas, and Denton County, Texas, and if legal action is necessary, venue shall lie in Collin County, Texas.

**X.
 INTERPRETATION OF AGREEMENT**

This Agreement is a mutually negotiated document. Should any part of this Agreement be in dispute, the Parties agree that the Agreement shall not be construed more favorably for or against any

Party. In the event of any disagreement or conflict concerning interpretation of this Agreement, and such disagreement cannot be resolved by the Parties hereto, the Parties agree to submit such disagreement to nonbinding mediation.

XI. REMEDIES

No right or remedy granted herein or reserved to the Parties is exclusive of any other right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the Parties. It is further agreed that one (1) or more instances of forbearance by any Party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

XII. SUCCESSORS AND ASSIGNS

The Parties each bind themselves, their respective successors, executors, administrators, and assigns to the other Parties to this Agreement. No Party will assign, sublet, subcontract, or transfer any interest in this Agreement without the prior written consent of the other Parties. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of all Parties.

XIII. IMMUNITY

It is expressly understood and agreed that, in the execution and performance of this Agreement, no Party waives, nor shall be deemed hereby to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in Parties not signatories hereto.

XIV. FORCE MAJEURE

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot, foreign state-sponsored or other foreign-based group action or activity disruptive in nature, or other domestic civil unrest; actions, embargoes, blockades, or trade restrictions in effect on or after the date of this Agreement; or national, regional, or local emergency, including but not limited to, weather-related events, geological events, or mass pandemics or epidemics (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

**XV.
MULTIPLE COUNTERPARTS**

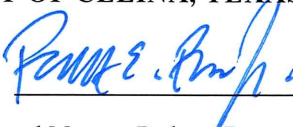
This may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other Party.

**XVI.
ENTIRE AGREEMENT**

This Agreement embodies the entire agreement between the Parties with respect to the subject matter hereof and may only be modified in a writing executed by all Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement by signing below:

CITY OF CELINA, TEXAS

By: 

Printed Name: Robert Ranc

Title: City Manager

Date: 2/1/2025

ATTEST:

By: 

City Secretary



TOWN OF PROSPER, TEXAS

By: _____

Printed Name: Mario Canizares

Title: Town Manager

Date: _____

ATTEST:

By: _____

Name: Michelle Lewis Sirianni

Title: Town Secretary

Date: _____

Exhibit A





PARKS AND RECREATION DEPARTMENT

To: Mayor and Town Council

From: Dan Baker, Parks and Recreation Director

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

Re: The 2025 Parks, Recreation, and Open Space Master Plan

Town Council Meeting – February 25, 2025

**Strategic Visioning Priority: 1. Acceleration of Infrastructure
4. Provide Excellent Municipal Services**

Agenda Item:

Consider and act upon a resolution adopting the 2025 Parks, Recreation, and Open Space Master Plan.

Description of Agenda Item:

Early in 2024, Parks and Recreation staff began the process of developing a new Parks and Recreation Master Plan that was approved as part of the FY 2023-2024 Budget. Parks and Recreation staff hired Dunaway Associates who had completed the Town's 2015 Parks, Recreation and Open Space Master Plan. The 2025 plan was developed through a collaboration of community stakeholders, Town staff, the Parks and Recreation Board, comparison municipalities, and consultants who participated in a comprehensive public engagement process including a Town-wide Survey, focus groups, and Advisory Board meetings. Ninety-seven percent of the 1,540 respondents to the survey were confirmed as Prosper residents.

The plan was presented to the Town Council at the January 28, 2025, meeting.

The Parks and Recreation Board unanimously recommended approval of the 2025 Parks, Recreation, and Open Space Master Plan at their January 23, 2025, meeting.

Budget Impact:

The contract with Dunaway Associates for the Parks, Recreation, and Open Space Master Plan was approved on January 9, 2024, in the amount of \$129,340. The original budget for this project was \$140,000.

Attached Documents:

1. Resolution
2. 2025 Parks, Recreation, and Open Space Master Plan

Town Staff Recommendation:

Town Staff recommends the Town Council approve a resolution adopting the 2025 Parks, Recreation, and Open Space Master Plan.

Proposed Motion:

I move to approve a resolution adopting the 2025 Parks, Recreation, and Open Space Master Plan.

TOWN OF PROSPER, TEXAS**RESOLUTION NO. 2025-XX****A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ADOPTING THE 2025 TOWN OF PROSPER PARKS, RECREATION, AND OPEN SPACE MASTER PLAN; MAKING FINDINGS; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, on January 9, 2024, the Town Council approved an agreement with Dunaway Associates, L.P. ("Dunaway"), for the update of the Town's Parks, Recreation, and Open Space Master Plan ("Master Plan"); and

WHEREAS, thereafter, Town staff and Dunaway diligently worked with the Parks, Recreation, and Open Space Master Plan Advisory Committee and the Town Council to discuss, consider and make recommendations about the various components of the Master Plan; and

WHEREAS, the Master Plan fully complies with Texas Parks and Wildlife master plan guidelines, which guidelines require parks and recreation needs to be prioritized and addressed in an action plan format; and

WHEREAS, after months of detailed study, investigation, research, public input, Advisory Committee input, Town Council input and consultant review and analysis, the Master Plan process has concluded and the Master Plan is now ready for adoption by the Town Council.

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 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 2025 Town of Prosper Parks, Recreation, and Open Space Master Plan, attached hereto as Exhibit A, is hereby adopted in its entirety. Said Master Plan shall not commit the Town of Prosper to specific funding levels and implementation strategies, but shall provide a guide for the Town's vision for the availability and growth of park, open space and recreational services.

SECTION 3

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 25TH DAY OF FEBRUARY, 2025.

David Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney

EXHIBIT A

2025 TOWN OF PROSPER PARKS, RECREATION, AND OPEN SPACE MASTER PLAN



PARKS, RECREATION, AND OPEN SPACE MASTER PLAN

February 2025

 **DUNAWAY**
with PROS Consulting
and National Service Research

The Town of Prosper Parks & Recreation Department, along with various staff and leaders, provided support to the Dunaway Team throughout the master planning process. A special thanks to the following individuals and organizations who participated:

Town Council

- David Bristol
Mayor
- Craig Andres
Place 2
- Marcus E. Ray
Mayor Pro-Tem, Place 1
- Amy Bartley
Deputy Mayor Pro-Tem, Place 3
- Chris Kern
Place 4
- Jeff Hodges
Place 5
- Cameron Reeves
District 6

Parks & Recreation Board

- Kari Castro
- Daniel Knox
- Valerie Little
- Bob Benson
- Kimberly Shamsy
- Megan Brandon
- John Metcalf
- Kyle LaFerney

Advisory Committee

- Colleen Kugler
- Jefferey Robinson
- Kari Castro
- Linda Baker
- Mel Pugh
- Trina Lopez
- Valerie Little
- William He
- Robert Patrick
- Satya Bommaraju

Town Staff

- Dan Baker
Director
- Robyn Battle
Executive Director
- Kurt Beilharz
Assistant Director
- Patty Kendzie
Marketing Coordinator
- Matt Furr
Parks Superintendent
- Casey Knapp
Parks Supervisor
- Trevor Helton
Recreation Manager

Dunaway

- Philip Neeley, ASLA
Project Manager
- Kourtney Gomez
Park Planner
- Andrea Thomas
National Service Research
- Brian Trusty
PROS Consulting

Introduction	7	Recreation Program Analysis	109
Methodology	13	Needs Assessment	141
<i>Phase I Overview</i>		<i>Public Engagement Overview</i>	
<i>Phase II Overview</i>		<i>Online Survey Results</i>	
Parks Inventory	19	Priority Rankings	153
<i>Existing Public Parks</i>		<i>Ranking Process</i>	
<i>Future Public Parks</i>		<i>Priority Rankings List</i>	
<i>Facilities Inventory</i>		Implementation Plan & Recommendations	161
<i>Existing Facilities Map</i>		<i>Overview</i>	
Population & Demographics	71	<i>Proposed Action Plan</i>	
Standards	81	<i>Funding Sources</i>	
<i>Park Classification System</i>		<i>High Priorities by Park</i>	
<i>Park Land Considerations</i>		<i>Implementation Plan Charts</i>	
<i>Park Acreage Guidelines</i>		<i>Higher Priorities</i>	
<i>NRPA Agency Performance Review Outdoor Facilities</i>		<i>Moderate Priorities</i>	
<i>Facility Development Standards</i>		<i>Lower Priorities</i>	
<i>Park Access Based on Population</i>		<i>Funding Sources by Priority</i>	
<i>Park Service Areas</i>		<i>Indoor Recreation Recommendations</i>	
<i>10 Minute Walk to Recreation</i>		Appendix	181
Benchmark Analysis	97	<i>Focus Group Meeting Notes</i>	
<i>Benchmark Comparison</i>		<i>Citizen Survey Instrument</i>	
<i>Summary</i>		<i>Citizen Survey Postcard</i>	



INTRODUCTION

1



Vision

...to create a happy, vibrant, active, healthy and engaged community where residents of all ages can live, learn, work and play.

Prosper Parks and Recreation Mission

The Town of Prosper Parks & Recreation Department strives to provide active and passive recreational opportunities for all citizens of Prosper in an accessible and safe environment while promoting the preservation of the Town’s natural resources.

Introduction

Prosper continues to be a fast growing community in North Texas that is known for its small-town charm, family-friendly atmosphere, and commitment to a connected community. Town leaders have a vision for a well-balanced community, where the parks system creatively serves the current demands and future needs of its residents. This includes the diverse mix of families and young professionals moving to Prosper, as well as the longtime residents who have enjoyed Prosper for decades. This Master Plan will help guide the development of high-quality parks and recreational facilities to meet current needs and emerging trends. From neighborhood parks to major sports complexes, the park system plays a critical role in enhancing the quality of life for its citizens through physical activity, social gatherings, and community events.

A Parks Master Plan is essential for guiding the development of parks, trails, facilities, and civic spaces for the long term. This Master Plan will serve as a roadmap for addressing the town’s current park needs, while anticipating future requirements as the community continues to grow. It will help Town leaders to prioritize improvements, from new parkland acquisition and trail development to enhancing existing facilities, ensuring each project aligns with the Town’s vision and mission.



This Master Plan also provides specific direction on park amenities and priorities, helping guide where resources should be allocated. By identifying potential funding sources, the plan will serve as a flexible tool in securing various funds to implement each project. Whether through Town resources or external funding opportunities, new investment will ensure that Prosper's parks system remains a vital, dynamic asset for generations to come.

Key objectives for this Master plan included:

- Document the current park system and range of resources offered
- Engage the community through a proven process for public input
- Evaluate current recreation programming and future needs
- Consolidate community input into clearly defined priorities
- Outline an Action Plan for capital improvements over the next 5 to 10 years
- Identify potential funding sources and implementation strategies that might be used for annual improvements

To ensure these objectives were met, an Advisory Committee was formed to work closely with Town staff and the Dunaway team during key phases of the process. This group represented a cross-section of community interests and served as a sounding board for the initiatives outlined in the Action Plan.

This Master Plan will serve as a strategic tool for fiscal planning and development of the Prosper park system. Regular reviews of progress will enable Town staff and leaders to be responsive to development patterns and trends in recreation.



METHODOLOGY

2



Methodology

Throughout the master planning process, the Dunaway team worked closely with Town staff and the appointed Advisory Committee. This collaboration allowed significant input at key meetings, and helped guide the process in gaining consensus for the overall Master Plan.

The Master Plan was prepared using a two-phase planning process. Phase I focused on the Inventory and Needs. Phase II involved recommendations, implementations & preparation of the Master Plan document.

PHASE I: Inventory and Needs Assessment

- Data Collection & Base Mapping
- Inventory & Supply Analysis
- Population Analysis
- Standards Analysis
- Benchmarking
- Recreation Program Analysis
- Demands Analysis & Needs Assessment

PHASE 2: Master Planning

- Priority Rankings
- Action Plan
- Implementation Plan
- Preliminary Master Plan
- Final Master Plan

PHASE I: Inventory and Needs Assessment

Data Collection & Base Mapping

The team prepared a base map from the GIS data provided by Town staff. The base map illustrated information such as existing park sites, schools, drainage corridors, streets, etc.

Inventory & Facility Analysis

The team was provided a current inventory of the entire park system. Team members and Town staff performed a tour of the existing parks and recreational facilities available to the community. Each site was documented for its existing conditions and amenities.

Population Analysis & Demographic Trends

The team obtained the latest updates of demographic and population data from U.S. Census Bureau and from Environmental Systems Research Institute, Inc. (ESRI). This included factors of population, race, housing, employment, income, and future growth.

Standards Analysis

The team utilized some of the traditional recommendations by the National Recreation and Park Association (NRPA), as well as local DFW guidelines, for evaluating standards for both park acreages and facilities.

Benchmarking

PROS prepared a benchmark analysis which included cities in the DFW region with similar characteristics and community resources

Recreation Program Analysis

PROS conducted a recreation program analysis based on current programs offered (age segment distribution, lifecycle analysis, core programs, similar providers/duplication, market position/methods, etc.).

Demands Analysis & Needs Assessment

With National Service Research leading this effort, a series of steps were utilized to determine the park and recreation needs of the community. This included live focus groups, and then an online survey through the Town's website. From the citizen feedback, the team was able to quantify the specific needs and desires for recreational resources.

PHASE II: Master Planning

Priority Rankings

The team developed a criteria system for ranking high, moderate, and lower priority needs. From these criteria, a weighted priority ranking was established based upon input from the Citizen Survey, Park Board, Parks and Recreation Staff and the Dunaway team.

Action Plan

The team prepared specific recommendations in an Action Plan that outlined parks and recreational facility improvements to meet current and future needs within the community.

Implementation Plan

An Implementation Plan was developed for potential projects within the Action Plan. This included funding recommendations that could be utilized over the next 5 to 10 years.

Preliminary Master Plan

The team prepared the Preliminary Park Master Plan document outlining the entire process, findings, and recommendations. This included preparing exhibits/maps for the items recommended with the Action Plan.

Final Master Plan

The team prepared the Final Master Plan document. This task included final presentations to the Park Board and Town Council.

INVENTORY

3





Inventory

From the most current information provided by Town staff, a complete inventory of existing parks, recreation facilities, and open spaces was compiled. From this inventory, the Dunaway team toured and photographed each park site in Prosper. Acreage and amenity inventories for each of the Town-owned parks were provided to Dunaway. The following pages provide a summary inventory of the existing parks and recreational facilities within the Town including park location, size, and list of amenities per park. (See page 68 for full park map)

727	Park Acres
62	Miles of Trail
17	Playgrounds
8	Diamond Ballfields
17	Rectangle Athletic Fields

BOYER PARK



Address:

401 E First St

Acres:

0.43

Classification:

Pocket Park

Amenities:

- Benches - 6
- Drinking Fountains - 1
- Open Space
- Parking
- Lanai Pergolas - 2
- Sensory Educational Garden



PUBLIC PARKS

CEDAR GROVE PARK



Address:
1500 Lonesome Dove Dr

Acres:
9.88

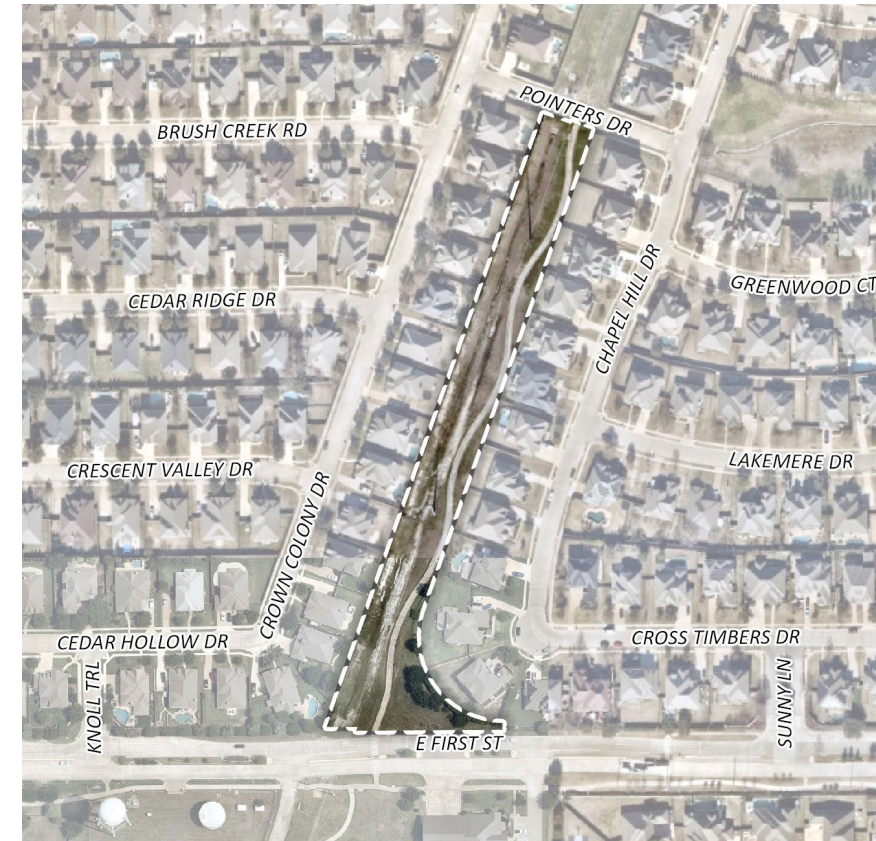
Classification:
Neighborhood Park

Amenities:

- Trails (miles) - 0.58
- Benches - 5
- Nature Area
- Open Space
- Parking



CHAPEL HILL HIKE & BIKE TRAIL AREA



Address:
North of E First St to Pointers Rd

Acres:
2.48

Classification:
Greenbelt

Amenities:

- Trails (miles) - 0.21
- Nature Area
- Open Space



COCKRELL PARK



Address:
4050 E. Prosper Tr

Acres:
8.42

Classification:
Neighborhood Park

Amenities:

- Trails (miles) - 0.2
- Open Space
- Pavilion - 1
- Playground - 1



ETHERIDGE PARK



Address:
Sandhills Ln / Good Hope Rd

Acres:
7.63

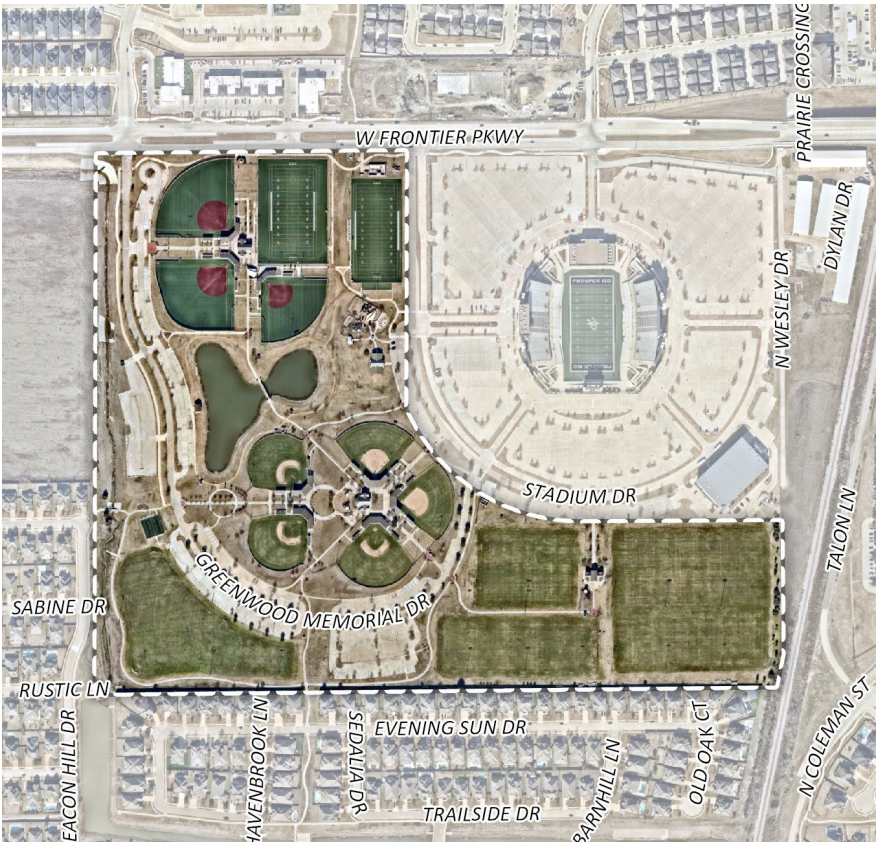
Classification:
Neighborhood Park

Amenities:

- Trail Loop (miles) - 0.3
- Pavilion - 1
- Picnic Tables - 3
- Benches - 3



FRONTIER PARK



Address:
1551 W Frontier Pkwy

Acres:
79.71

Classification:
Community Park

- Amenities:**
- Trails (miles) - 1.7
 - Backstops - 5
 - Baseball Field - 6
 - Benches - 12
 - Concession Stand - 3
 - Drinking Fountains - 2
 - Grills - 6
 - Multipurpose Field - 2
 - Open Space
 - Parking
 - Pavilion - 3
 - Picnic Tables - 26
 - Playground - 3
 - Restrooms - 3
 - Soccer Field - 11
 - Softball Field - 2
 - Splash Pad
 - Pond
 - Batting Cages - 4
 - Lacrosse Field - 1
 - Catch and Release Fishing



FOLSOM PARK



Address:
901 White River Dr

Acres:
13.82

Classification:
Neighborhood Park

Amenities:

- Trails (miles) - 1.0
- Backstops - 2
- Benches - 6
- Nature Area
- Open Space
- Parking
- Picnic Tables - 3
- Playground - 1
- Soccer Field - 1
- Pond



GATES OF PROSPER PARK PROPERTY



Address:
Gateway Dr

Acres:
10.04

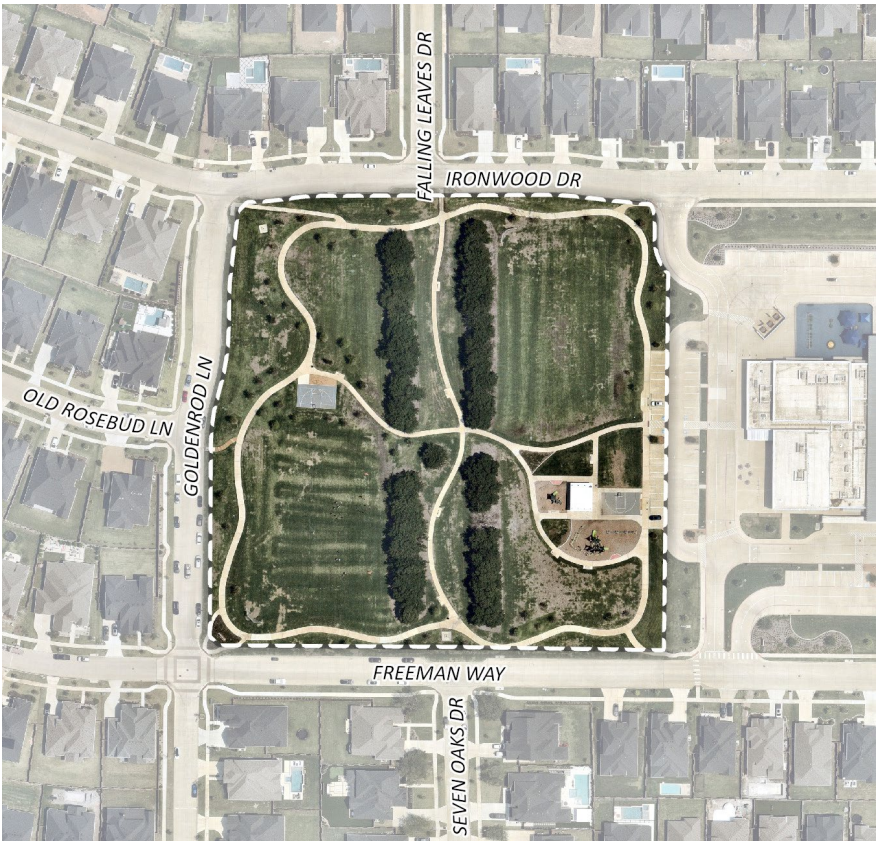
Classification:
Neighborhood Park

Amenities:

- Trails (miles) - 0.6
- Benches - 4
- Picnic Tables - 6
- Ponds



HACKBERRY PARK



Address:
400 Goldenrod Ln

Acres:
7.48

Classification:
Neighborhood Park

Amenities:

- Trails (miles) - 0.6
- Backstops - 2
- Basketball Court (Half) - 2
- Benches - 12
- Drinking Fountains - 1
- Open Space
- Parking
- Pavilion - 1
- Picnic Tables - 5
- Playground - 2
- Pickleball Court - 1



HAYS PARK



Address:
9008 Prestonview Dr

Acres:
1.74

Classification:
Pocket Park

Amenities:

- Trails (miles) - 0.18
- Benches - 3
- Nature Area
- Open Space
- Pavilion - 1
- Picnic Tables - 2
- Playground - 1
- Wildflower Area



LAKES OF LA CIMA HIKE & BIKE TRAIL AREA (EAST)



Address:
West of S Coit Rd

Acres:
7.52

Classification:
Greenbelt

Amenities:

- Trails (miles) - 0.48
- Open Space
- Pond



LAKES OF LA CIMA HIKE & BIKE TRAIL AREA (WEST)



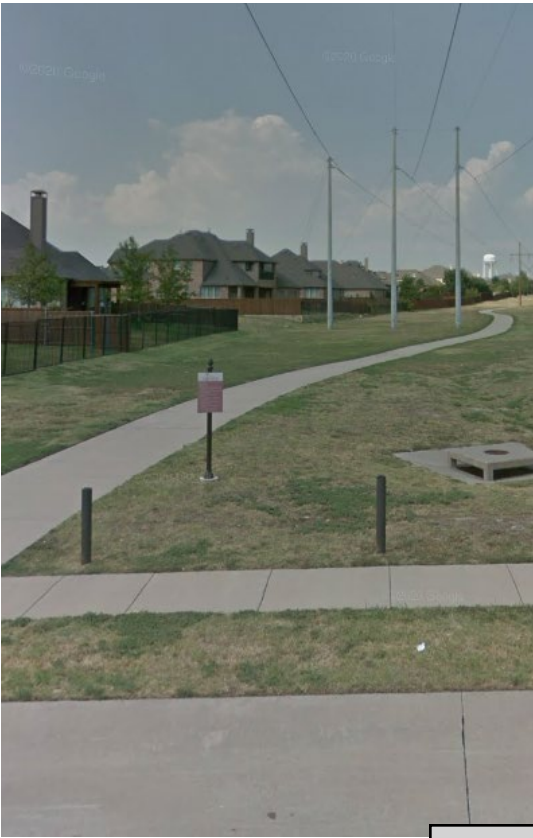
Address:
North of Kiowa Dr

Acres:
6.60

Classification:
Greenbelt

Amenities:

- Trails (miles) - 0.61
- Open Space



LAKEWOOD PARK


Address:

621 S Coit Rd

Acres:

22.83

Classification:

Community Park

Amenities:

- Basketball Court (full) - 1
- Trails (miles) - 0.28
- Nature Area
- Open Space
- Parking
- Pickleball Court - 3
- Playground - 1
- Pond
- Restroom - 1
- Soccer Field - 3



PARVIN PARK


Address:

401 E Broadway St

Acres:

2.34

Classification:

Pocket Park

Amenities:

- Open Space
- Pond



PATIN PARK


Address:

3950 E Prosper Tr

Acres:

20.15

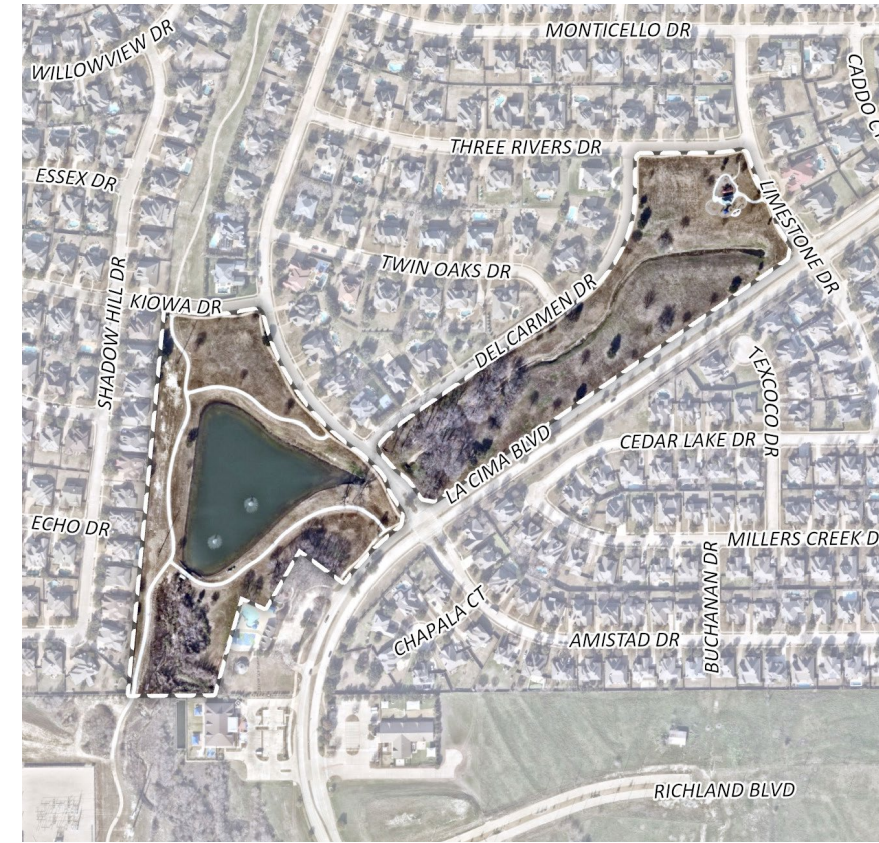
Classification:

Community Park

Amenities:

- Trails (miles) - 0.22
- Nature Area
- Open Space
- Parks Department Maintenance Facility
- Program Space
- Archery

PECAN GROVE PARK


Address:

831 Del Carmen Dr.

Acres:

21.46

Classification:

Neighborhood Park

Amenities:

- Trails (miles) - 0.62
- Benches - 7
- Catch & Release Fishing
- Nature Area
- Pavilion - 1
- Picnic Tables - 3
- Playground - 1
- Pond
- Open Playing Fields



PRAIRIE PARK


Address:

842 Lavender Dr

Acres:

6.73

Classification:

Neighborhood Park

Amenities:

- Trails (miles) - 0.45
- Backstops - 2
- Basketball Court (Half) - 2
- Benches - 7
- Grills - 2
- Open Space
- Pavilion - 1
- Picnic Tables - 2
- Playground - 1



PRESTON LAKES PARK


Address:

775 Bridgeport Dr

Acres:

3.21

Classification:

Pocket Park

Amenities:

- Trails (miles) - 0.17
- Open Space
- Playground - 1



PROSPER CENTER PARK



Address:
South of W First St to Legacy Dr

Acres:
30.26

Classification:
Community Park

Amenities:

- Trails (miles) - 0.2
- 9-Hole Disc Golf Course

STAR MEADOW PARK



Address:
901 Star Meadow Dr

Acres:
7.60

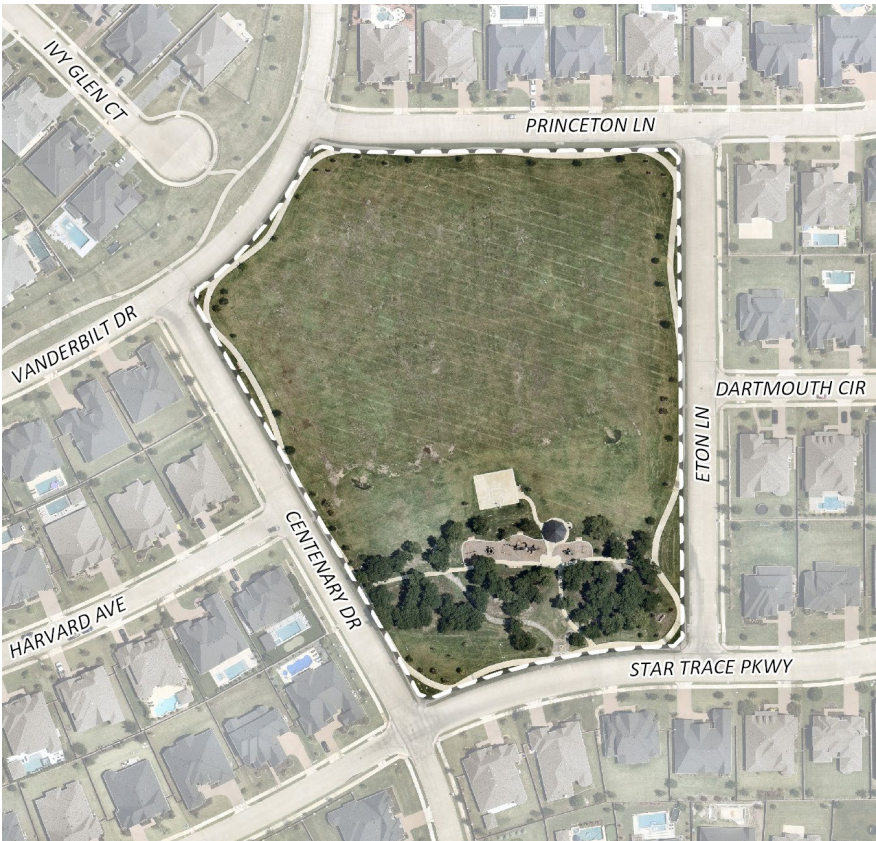
Classification:
Neighborhood Park

Amenities:

- Trails (miles) - 0.5
- Backstops - 2
- Basketball Court (Half) - 1
- Benches - 2
- Open Space
- Pavilion - 1
- Picnic Tables - 4
- Playground - 1



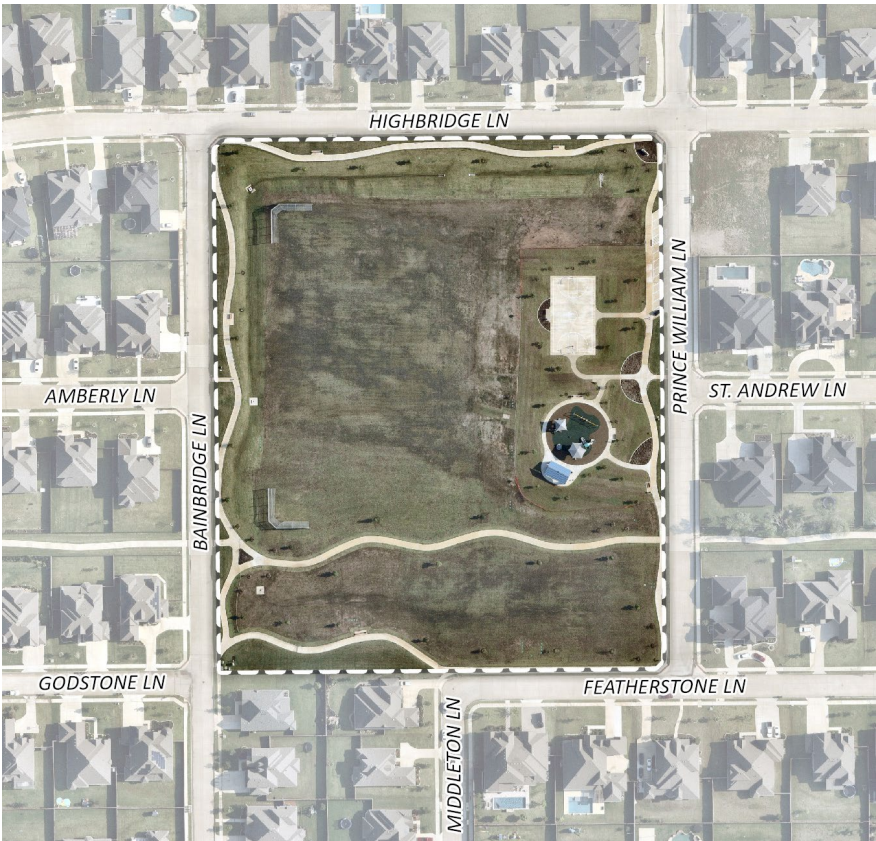
STAR TRACE PARK



- Address:**
600 Centenary Dr
- Acres:**
7.57
- Classification:**
Neighborhood Park
- Amenities:**
- Trails (miles) - 0.42
 - Backstops - 2
 - Basketball Court (Half) - 1
 - Benches - 2
 - Open Space
 - Pavilion - 1
 - Picnic Tables - 2
 - Playground - 2



TANNER'S MILL PARK



- Address:**
1641 Prince William Ln
- Acres:**
8.88
- Classification:**
Neighborhood Park
- Amenities:**
- Trails (miles) - 0.58
 - Backstops - 2
 - Open Space
 - Parking
 - Pavilion - 1
 - Picnic Tables - 3
 - Playground - 1
 - Nancy Lieberman "Dream Court" Basketball Court (Full)



TOWN LAKE PARK- GREENSPPOINT



Address:
198 Townlake Dr

Acres:
6.19

Classification:
Community Park

Amenities:

- Trails (miles) - 0.36
- Benches - 2
- Fishing Dock
- Nature Area
- Open Space
- Paddlesports
- Picnic Tables - 1
- Lake Access



TOWN LAKE PARK - WHISPERING FARMS



Address:
901 Woodview Dr

Acres:
19.34

Classification:
Community Park

Amenities:

- Fishing Dock
- Nature Area
- Open Space
- Paddlesports
- Parking
- Lake Access
- Gazebo



TUCKER PARK



Address:
1454 E First St

Acres:
1.35

Classification:
Pocket Park

Amenities:

- Open Space
- Parking
- Practice Field



WHISPERING FARMS HIKE & BIKE AREA



Address:
SE of E Prosper Trl & N Coit Rd

Acres:
11.25

Classification:
Greenbelt

Amenities:

- Trails (miles) - 2.1
- Nature Area

WHITLEY PLACE PARK



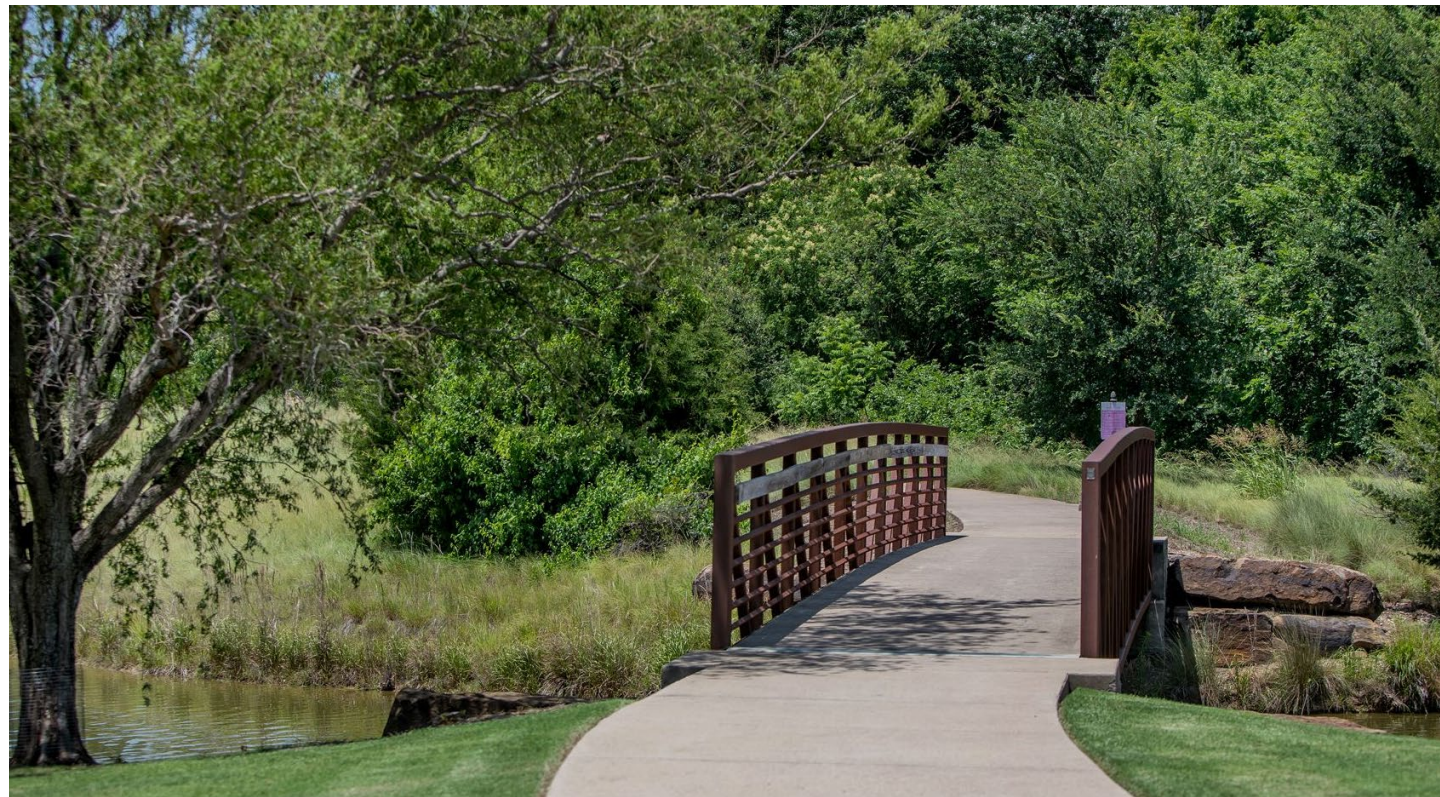
Address:
4001 Glacier Point Ct

Acres:
23.18

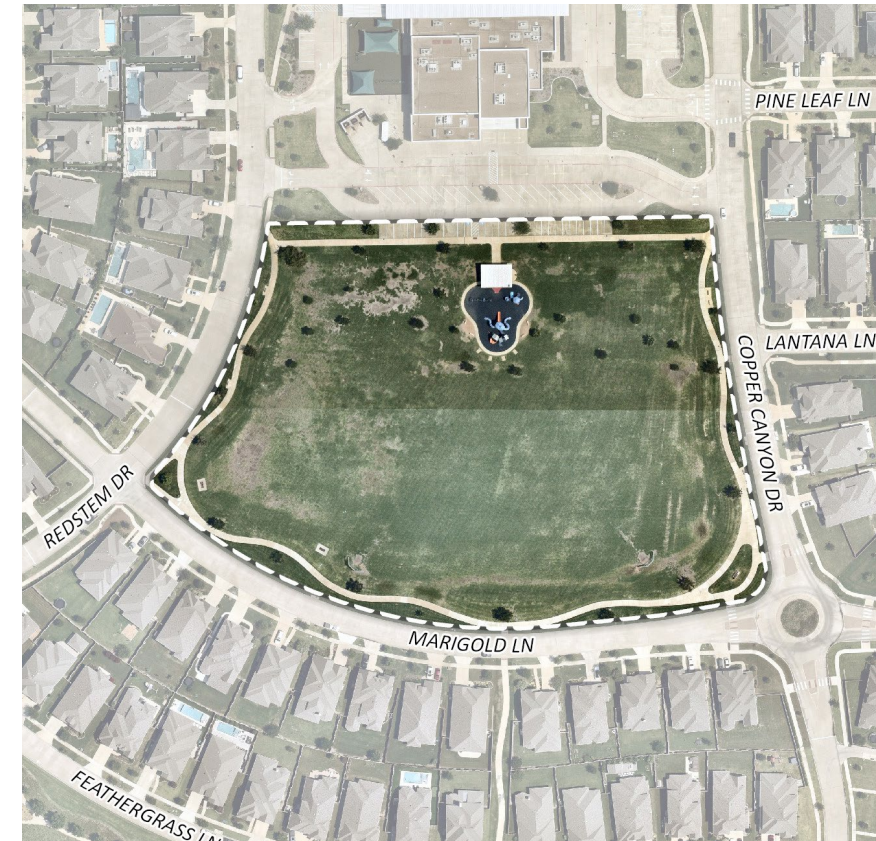
Classification:
Community Park

Amenities:

- Trails (miles) - 1.02
- Benches - 2
- Fishing Dock
- Nature Area
- Open Space
- Parking
- Pavilion - 1
- Picnic Tables - 2
- Ponds / Creek



WINDSONG PARK



Address:
950 Cooper Canyon Dr

Acres:
7.55

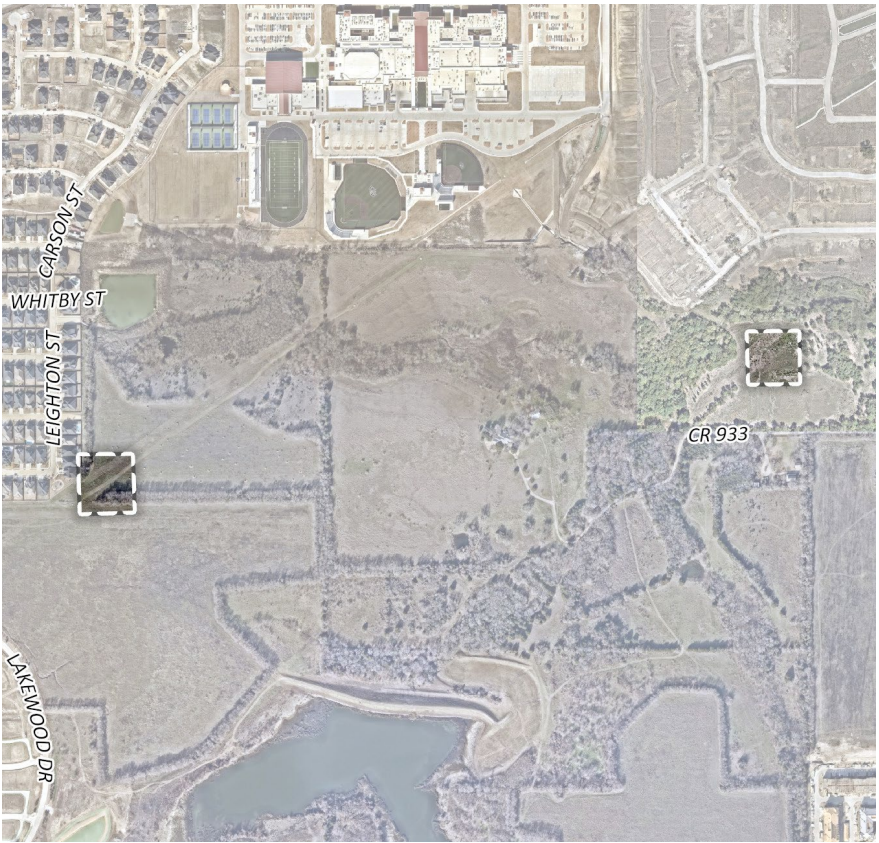
Classification:
Neighborhood Park

Amenities:

- Trails (miles) - 0.42
- Backstops - 2
- Benches - 6
- Grills - 2
- Open Space
- Parking
- Pavilion - 1
- Picnic Tables - 5
- Playground - 1



BROOKHOLLOW/LANDPLAN PROPERTIES



Address:
Leighton St / County Road 933

Acres:
3.73

Classification:
Neighborhood Park (Future)

Amenities:

FUTURE
PUBLIC PARKS

COOL RIVER PARK



Address:
Starwood Dr / Cool River Tr

Acres:
7.53

Classification:
Neighborhood Park (Future)

Amenities:

CREEKSIDE PARK PROPERTY



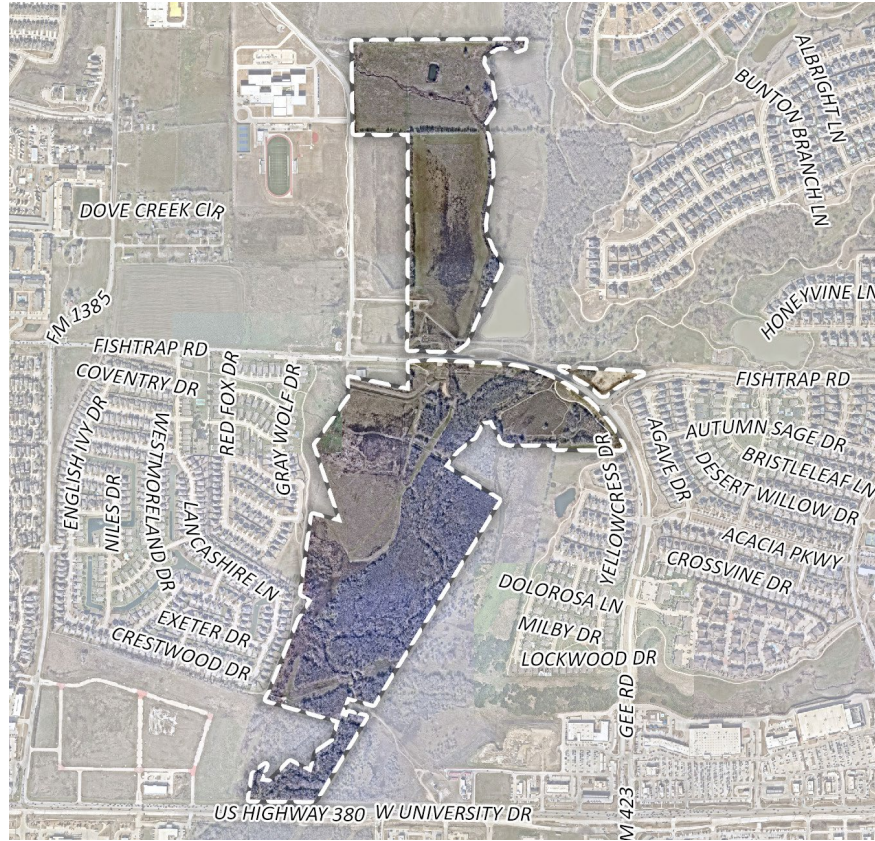
Address:
Hillary Dr

Acres:
17.72

Classification:
Neighborhood Park (Future)

Amenities:

DOE BRANCH PARK PROPERTY


Address:

Fishtrap Rd

Acres:

162.28

Classification:

Community Park (Future)

Amenities:

- Existing Trails (miles) - 0.17
- Nature Trails
- Mountain Bike Trails

LADERA PARK


Address:

South of Carrera Dr

Acres:

5.15

Classification:

Neighborhood Park (Future)

Amenities:

- Trails (miles) - 0.6
- Exercise Stations - 8

RAYMOND COMMUNITY PARK


Address:

2101 E First St

Acres:

69.67

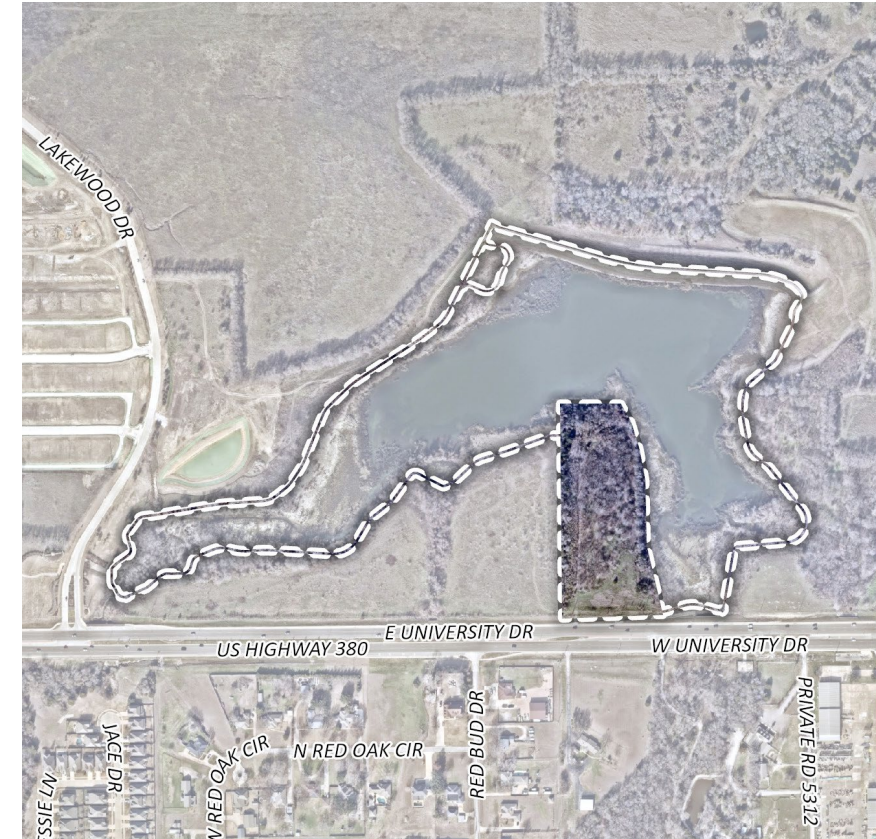
Classification:

Community Park
(Under Construction)

Amenities:

- Trails (miles) - 1.39
- Baseball Field - 4
- Benches - 12
- Concession Stand - 1
- Drinking Fountains - 2
- Open Space
- Pavilion - 1
- Picnic Tables - 11
- Playground - 1
- Pickleball Court - 8
- Restrooms - 3
- Soccer Field - 5

RUTHERFORD CREEK PARK PROPERTY


Address:

E University Dr / Lakewood Dr

Acres:

7.95

Classification:

Community Park (Future)

Amenities:

STAR TRAIL COMMUNITY PARK PROPERTY



Address:
1934 W First St

Acres:
33.44

Classification:
Community Park (Future)

Amenities:

WANDERING CREEK PARK



Address:
Malabar Hill Dr

Acres:
5.13

Classification:
Neighborhood Park (Future)

Amenities:

WHITLEY PLACE MEADOW AREA PROPERTY



Address:
Glacier Point Ct.

Acres:
2.47

Classification:
Pocket Park (Future)

Amenities:
• Butterfly / Pollinator Plantings

WINDSONG RANCH COMMUNITY PARK PROPERTY



Address:
Prosper Rd / Arlong Park Dr

Acres:
56.24

Classification:
Community Park (Future)

Amenities:

EXISTING PARK FACILITIES INVENTORY

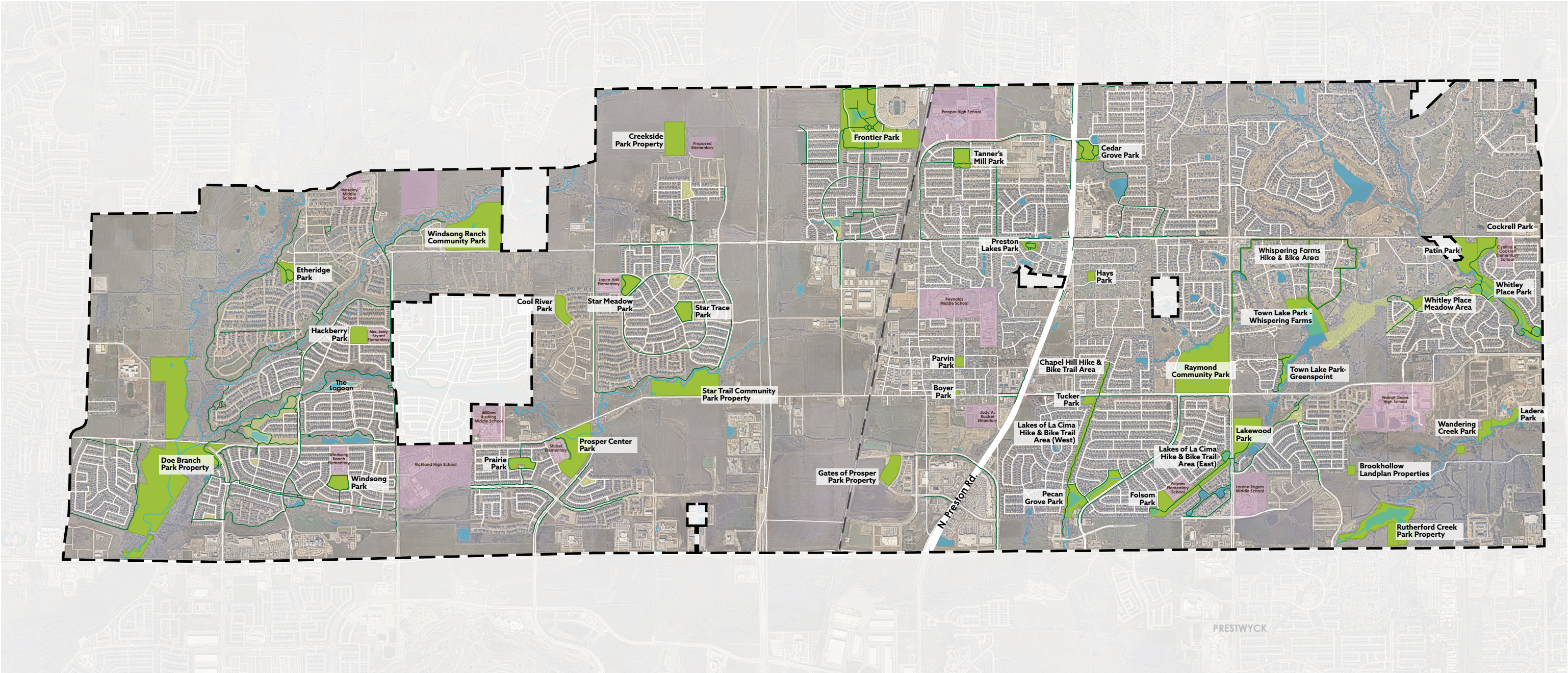
Park Name	Address	Classification	Owner Type	Acres	Trails (Miles)	Amphitheater / Stage	Backstops	Baseball Field	Basketball Court (Full)	Basketball Court (Half)	Benches	Cricket Field	Concession Stand	Disc Golf (Holes)	Drinking Fountains	Dog Park	Fishing Dock	Football Field	Nature Area	Open Space	Paddlesports	Pavilion	Pickleball Court	Picnic Tables	Playground	Practice Field	Restrooms	Soccer Field	Softball Field	Splash Pad	Swimming Pool	Tennis Court	Water Bodies (Pond / Creek / Lake)	Volleyball Court	
Boyer Park	401 E First St	Pocket Park	Public	0.43							6				1					Y															
Cedar Grove Park	1500 Lonesome Dove Dr	Neighborhood Park	Public	9.88	0.58						5								Y	Y				3											
Chapel Hill Hike & Bike Trail Area	North of E First St to Pointers Rd	Greenbelt	Public	2.48	0.21														Y	Y															
Cockrell Park	4050 E Prosper Trl	Neighborhood Park	Public	8.42	0.2															Y		1			1										
Etheridge Park	Sandhills Ln / Good Hope Rd	Neighborhood Park	Public	7.63	0.3						3											1		3											
Folsom Park	901 White River Dr	Neighborhood Park	Public	13.82	1.0		2				6								Y	Y				3	1			1						Y	
Frontier Park	1551 W Frontier Pkwy	Community Park	Public	79.71	1.7		5	6			12		3		2			2		Y		3		26	3		3	11	2	Y				Y	
Gates of Prosper Park Property	Gateway Dr	Neighborhood Park	Public	10.04	0.6						4													6											
Hackberry Park	400 Goldenrod Ln	Neighborhood Park	Public	7.48	0.6		2			2	12				1					Y		1	1	5	2										
Hays Park	9008 Prestonview Dr	Pocket Park	Public	1.74	0.18						3								Y	Y		1		2	1										
Lakes of La Cima Hike & Bike Trail Area (East)	West of S Coit Rd	Greenbelt	Public	7.52	0.48															Y													Y		
Lakes of La Cima Hike & Bike Trail Area (West)	North of Kiowa Dr	Greenbelt	Public	6.60	0.61															Y															
Lakewood Park	621 S Coit Rd	Community Park	Public	22.83	0.28				1										Y	Y			3		1		1	3						Y	
Parvin Park	401 E Broadway St	Pocket Park	Public	2.34																Y														Y	
Patin Park	3950 E Prosper Trl	Community Park	Public	20.15	0.22														Y	Y															
Pecan Grove Park	831 Del Carmen Dr	Neighborhood Park	Public	21.46	0.62						7								Y	Y		1		3	1									Y	
Prairie Park	842 Lavender Dr	Neighborhood Park	Public	6.73	0.45		2			2	7									Y		1		2	1										
Preston Lakes Park	775 Bridgeport Dr	Pocket Park	Public	3.21	0.17															Y					1										
Prosper Center Park	South of W First St to Legacy Dr	Community Park	Public	30.26	0.2									9																					
Star Meadow Park	901 Star Meadow Dr	Neighborhood Park	Public	7.60	0.5		2			1	2									Y		1		4	1										
Star Trace Park	600 Centenary Dr	Neighborhood Park	Public	7.57	0.42		2			1	2									Y		1		2	2										
Tanner's Mill Park	1641 Prince William Ln	Neighborhood Park	Public	8.88	0.58		2		1											Y		1		3	1										
Town Lake Park - Greenspoint	198 Townlake Dr	Community Park	Public	6.19	0.36						2						Y		Y	Y	Y			1										Y	
Town Lake Park - Whispering Farms	901 Woodview Dr	Community Park	Public	19.34													Y		Y	Y	Y	1												Y	
Tucker Park	1454 E First St	Pocket Park	Public	1.35																Y						1									
Whispering Farms Hike & Bike Area	SE of E Prosper Trl & N Coit Rd	Greenbelt	Public	11.25	2.1														Y																
Whitley Place Park	4001 Glacier Point Ct	Neighborhood Park	Public	23.18	1.02						2						Y		Y	Y		1		2										Y	
Windsong Park	950 Copper Canyon Dr	Neighborhood Park	Public	7.55	0.42		2				6									Y		1		5	1										
Existing Public Parks Subtotal				355.66	13.80	0	19	6	2	6	79	0	3	9	4	0	3	2	11	24	2	15	4	70	17	1	4	15	2	1	0	0	9	0	

EXISTING PARK FACILITIES INVENTORY






PARK NAME	ADDRESS	CLASSIFICATION	OWNER TYPE	ACRES	TRAILS (MILES)
Brookhollow/Landplan Properties	Leighton St / County Road 933	Neighborhood Park (Future)	Public	3.73	
Cool River Park	Starwood Dr / Cool River Tr	Neighborhood Park (Future)	Public	7.53	
Creekside Park Property	Hillary Dr	Neighborhood Park (Future)	Public	17.72	
Doe Branch Park Property	Fishtrap Rd	Community Park (Future)	Public	162.28	0.17
Ladera Park	South of Carrera Dr	Neighborhood Park (Future)	Public	5.15	0.4
Raymond Community Park	2101 E First St	Community Park (Future)	Public	69.67	1.39
Rutherford Creek Park Property	E University Dr / Lakewood Dr	Community Park (Future)	Public	7.95	
Star Trail Community Park Property	1934 W First St	Community Park (Future)	Public	33.44	
Wandering Creek Park	Malabar Hill Dr	Neighborhood Park (Future)	Public	5.13	
Whitley Place Meadow Area Property	Glacier Point Ct	Pocket Park (Future)	Public	2.47	
Windsong Ranch Community Park Property	Prosper Rd / Arlong Park Dr	Community Park (Future)	Public	56.24	
Future Public Parks Subtotal				371.31	1.96
Public Parks Existing and Future Total				726.97	15.76

AMPHITHEATER / STAGE	BACKSTOPS	BASEBALL FIELD	BASKETBALL COURT (FULL)	BASKETBALL COURT (HALF)	BENCHES	CRICKET FIELD	CONCESSION STAND	DISC GOLF (HOLES)	DRINKING FOUNTAINS	DOG PARK	FISHING DOCK	FOOTBALL FIELD	NATURE AREA	OPEN SPACE	PADDLESPTS	PAVILION	PICKLEBALL COURT	PICNIC TABLES	PLAYGROUND	PRACTICE FIELD	RESTROOMS	SOCCER FIELD	SOFTBALL FIELD	SPLASH PAD	SWIMMING POOL	TENNIS COURT	WATER BODIES (POND / CREEK / LAKE)	VOLLEYBALL COURT
		4			12		1		2					Y		1	8	11	1		3	5					Y	
0	0	4	0	0	12	0	1	0	2	0	0	0	0	1	0	1	8	11	1	0	3	5	0	0	0	0	1	0
0	19	10	2	6	91	0	4	9	6	0	3	2	11	25	2	16	12	81	18	1	7	20	2	1	0	0	10	0

EXISTING PARK FACILITIES



LEGEND

- | | |
|--------------|---|
| Town Park |  |
| Trail |  |
| School |  |
| Water Bodies |  |
| Roadways |  |

POPULATION & DEMOGRAPHICS

4





39,364	2023 Population
10.15%	Annual Growth Rate (2020-2023)
70,408	Projected Population (2038)
5.26%	Projected Growth Rate (2038)
\$164,477	Median Income

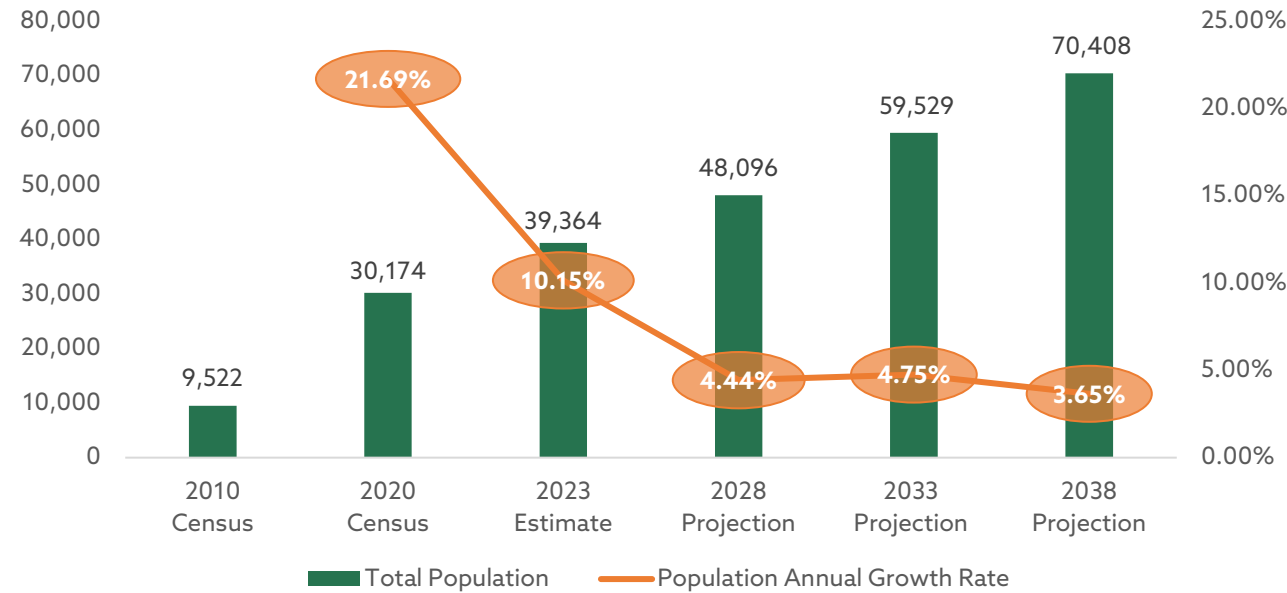
Population & Demographics

Understanding the projected population of a community is important in planning a balanced park system, both in terms of physical layout and financial resources. The design and development of public facilities are directly influenced by the usage patterns of residents. The location, size, and amenities of parks should be shaped by the density and distribution of the population that will use them.

As of 2023, Prosper had a population of 39,364, with an annual growth rate of 10.15% from 2020 to 2023. With a projected population of 70,408 by 2038, the Town must plan for this significant growth. By analyzing demographic trends, Town staff can better anticipate future needs and plan the park system’s growth to meet the demands of an expanding population.

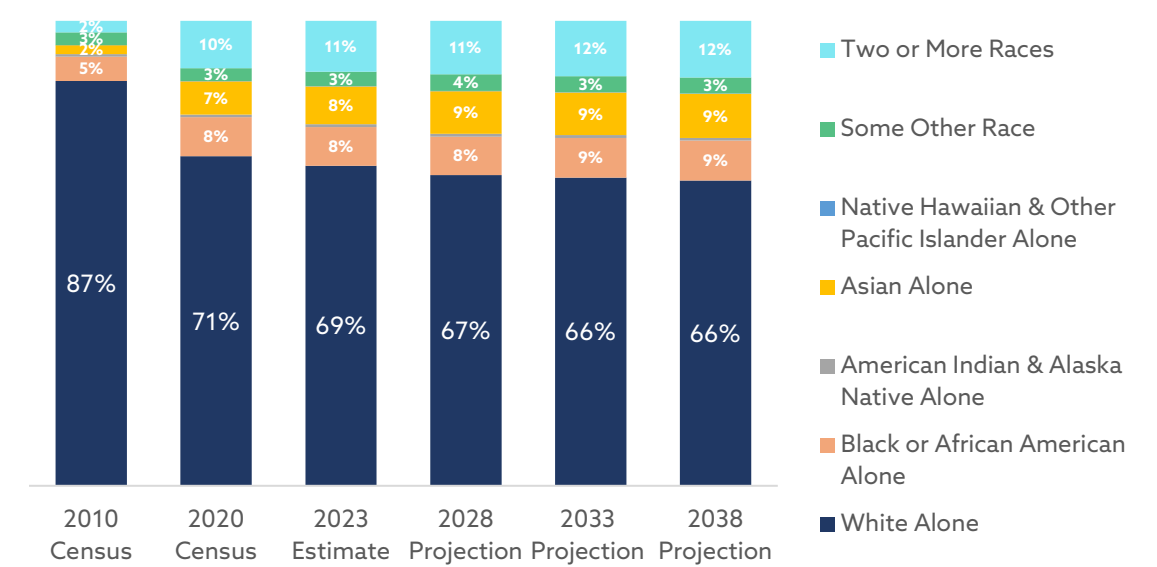
This section provides an overview of key demographic trends in Prosper over the past five to ten years, offering valuable insights for planning parks and recreational facilities in the future.

POPULATION

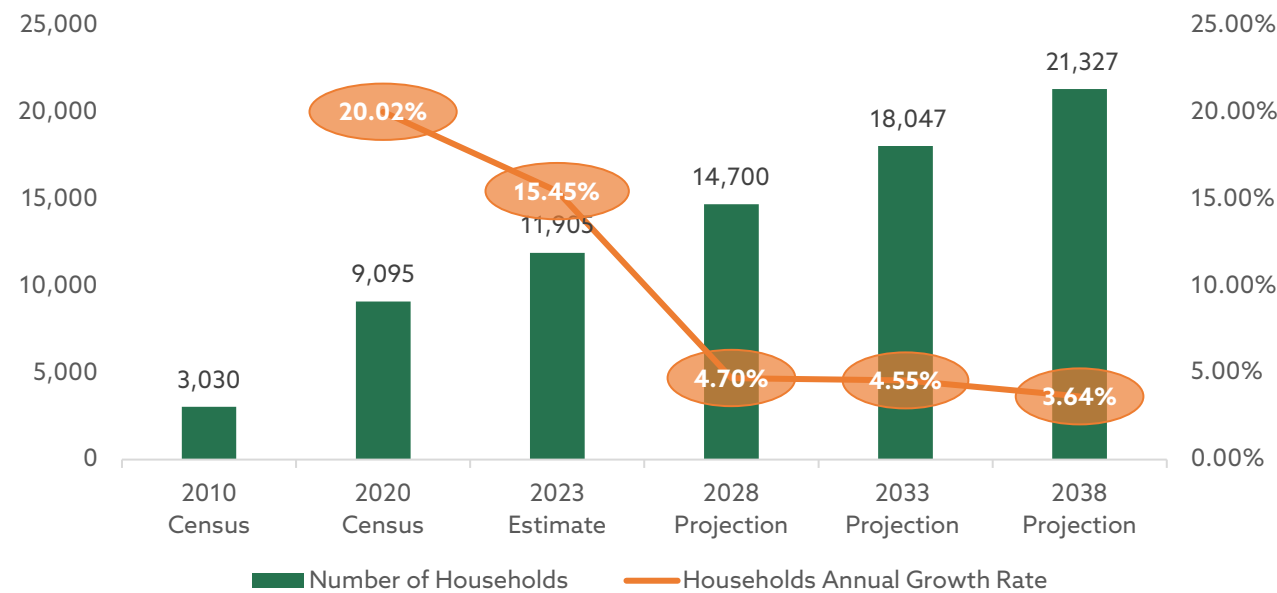


The 2023 population of Prosper is approximately 39,364. This is an 21.69% increase in population from 2020. The rate of growth will continue to grow but at a slower rate between 3.65-4.75% over the next 10 years. The Town is projected to reach over 70,400 by 2038.

RACE

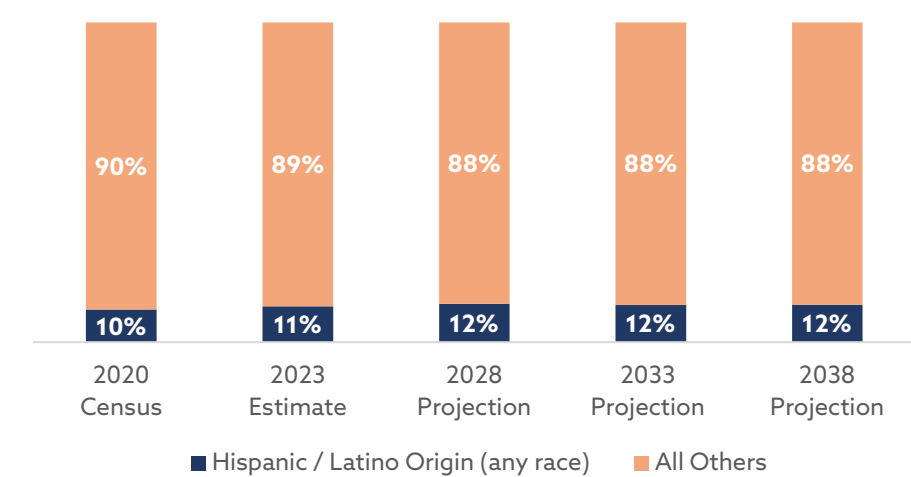


HOUSEHOLDS



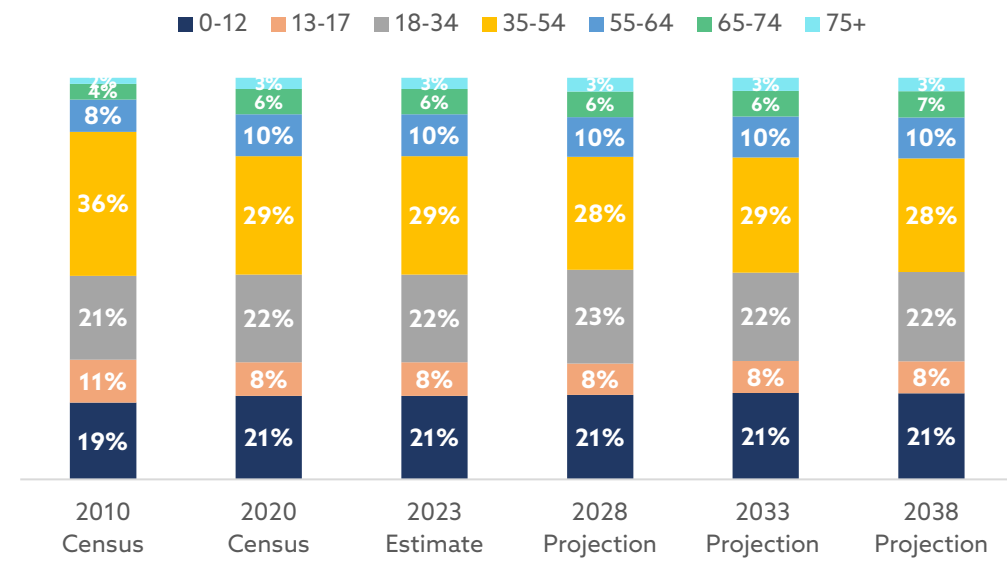
Similar to growth shown for the Town's population, the number of households are projected to continue to increase but at a slower rate than seen in 2020 and 2023. In 2023 there was an estimated 11,905 households and the 2038 projection is shown at 21,327, almost double that of the households in 2023.

HISPANIC POPULATION

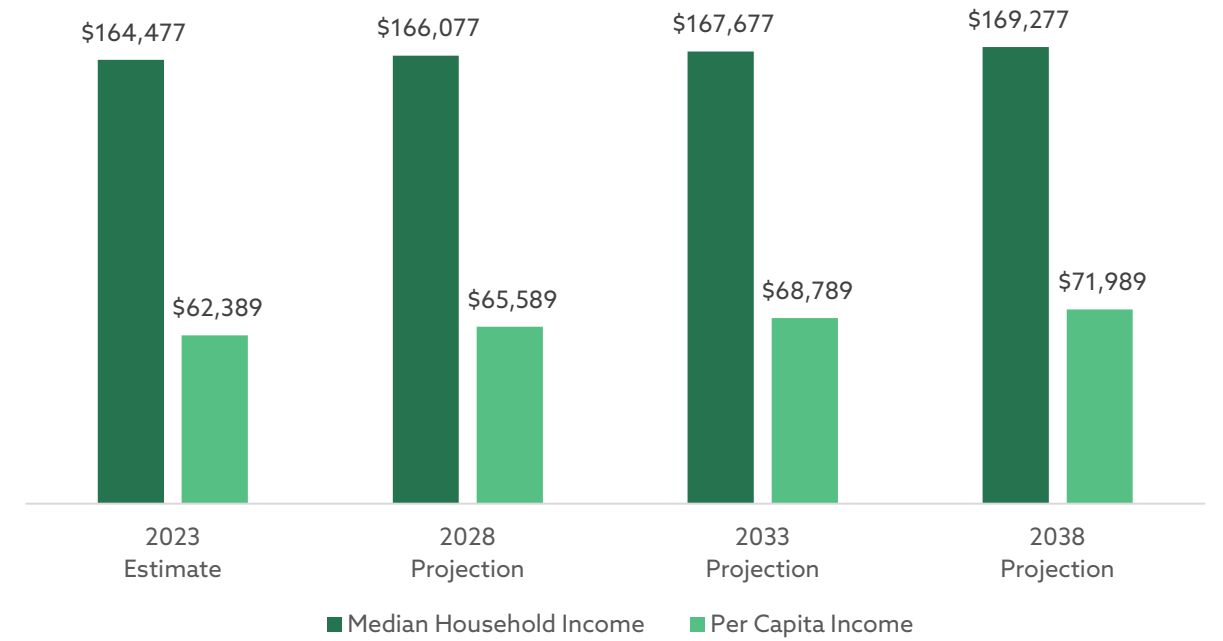


The race in Prosper remains predominantly White; however, the community's diversity has gradually increased over the years and is expected to continue evolving in the coming years as it continues to grow.

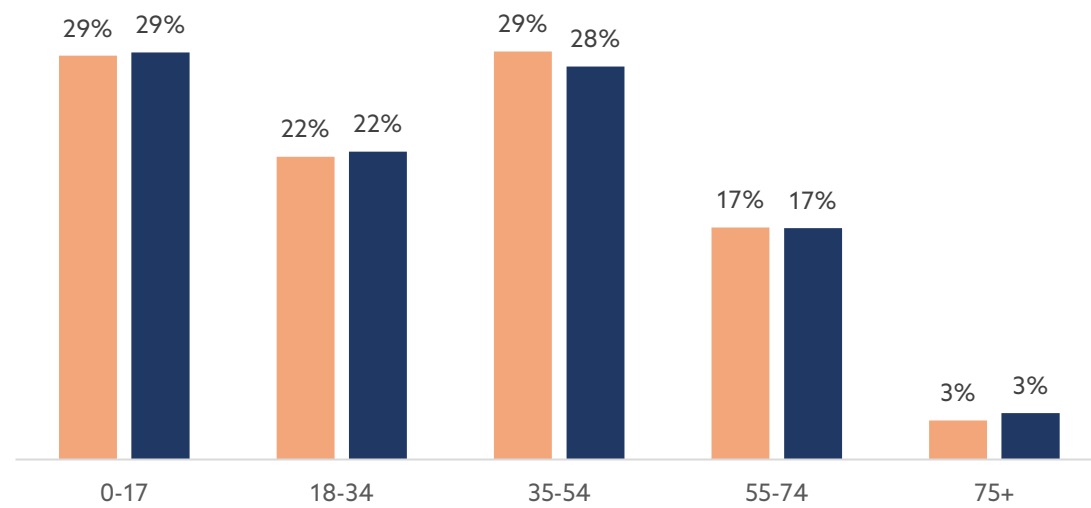
POPULATION BY AGE SEGMENTS



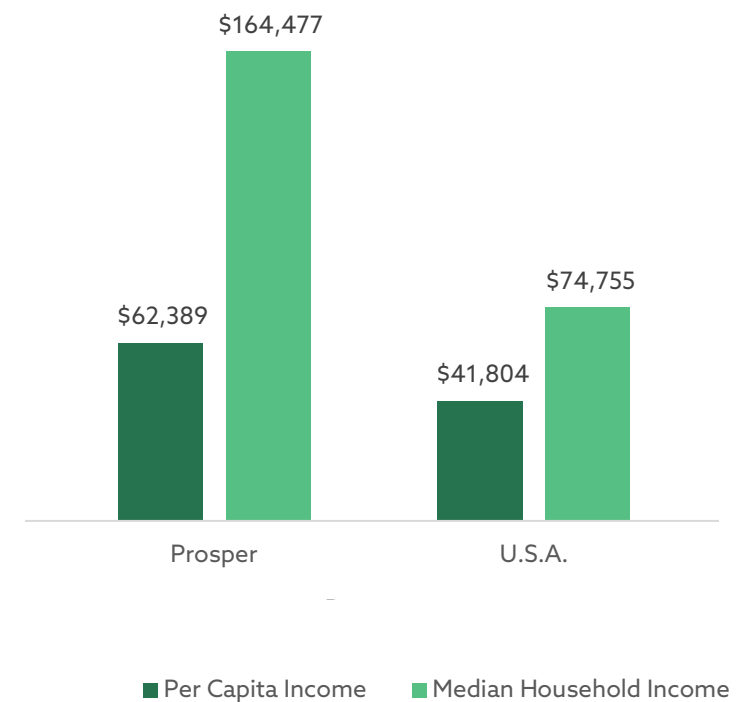
INCOME CHARACTERISTICS



2023 Estimate 2038 Projection

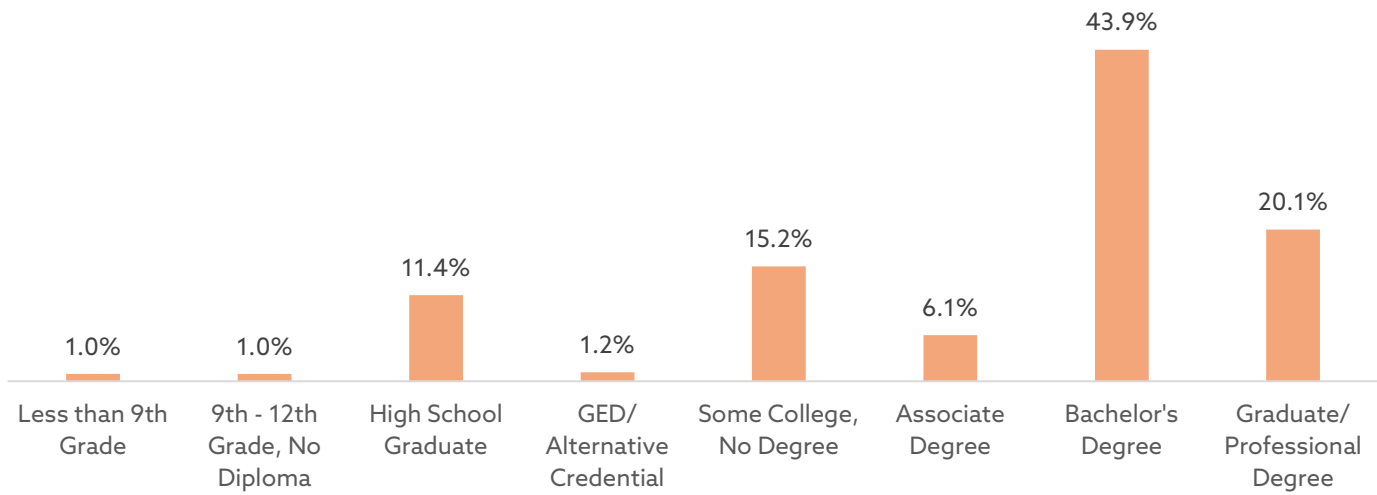


COMPARATIVE INCOME

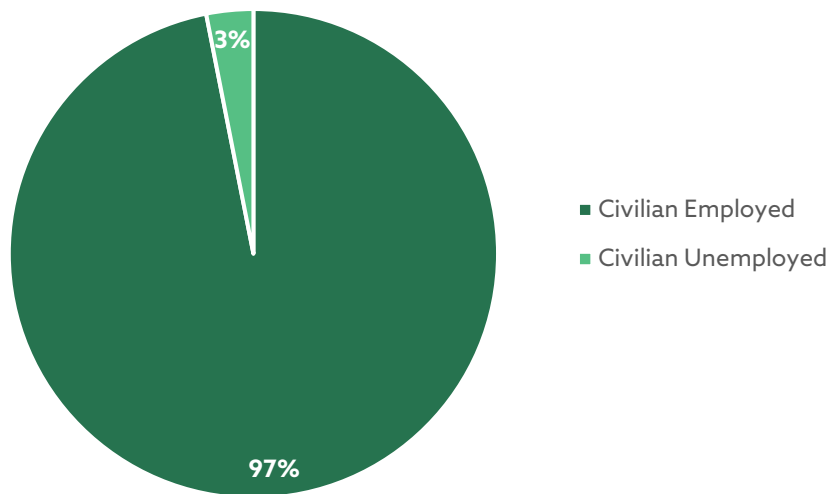


Prosper is trending toward a younger age demographic, with a growing number of young families expected in the coming years. This shift highlights the importance of ensuring sufficient amenities for this demographic, including trails, recreational programming, playgrounds, athletic fields, and spraygrounds.

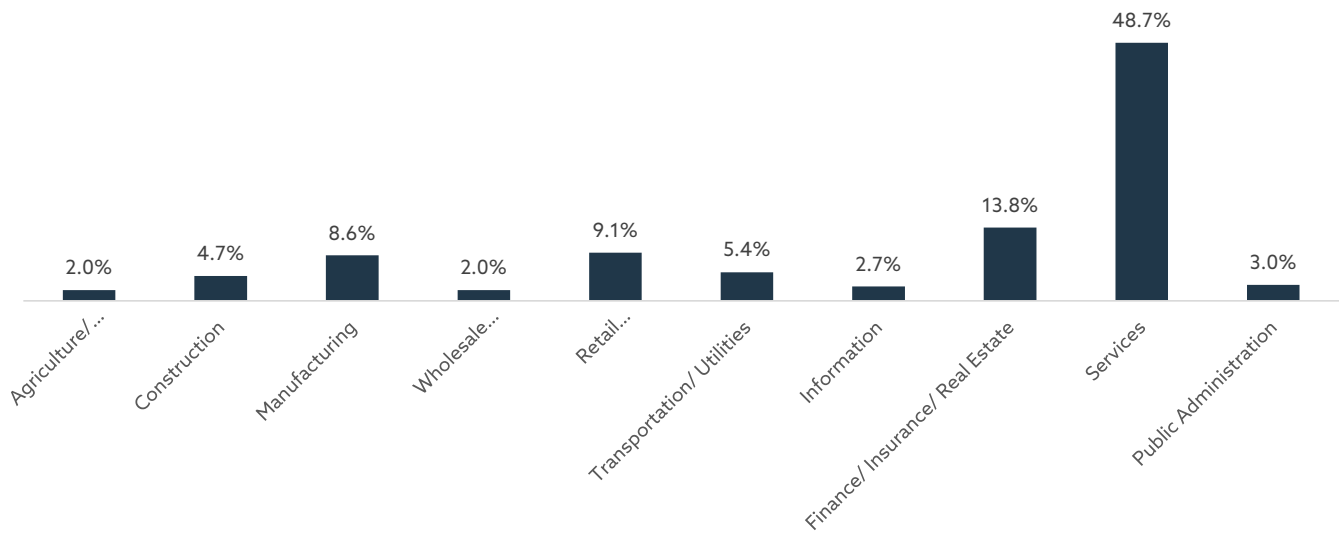
EDUCATION ATTAINED (25+ YEARS OLD)



CIVILIAN POPULATION 16+ IN LABOR FORCE



EMPLOYED POPULATION (16+) BY INDUSTRY



POPULATION & DEMOGRAPHICS SUMMARY

2023 Demographic Comparison		Prosper	USA
Population	Annual Growth Rate (2020 -2023)	10.15%	0.61%
	Projected Annual Growth Rate (2023-2038)	5.26%	0.30%
Household	Annual Growth Rate (2023-2038)	15.45%	0.81%
	Average Household Size	3.31%	2.53%
Age Segment Distribution	Ages 0 - 19	32%	24%
	Ages 20 - 34	19%	20%
	Ages 35 - 54	30%	25%
	Ages 55 - 74	17%	23%
	Ages 75+	3%	7%
Race Distribution	White Alone	68.8%	60.6%
	Black Alone	8.4%	12.5%
	American Indian	0.6%	1.1%
	Asian	8.1%	6.2%
	Pacific Islander	0.1%	0.2%
	Some other Race	3.1%	8.7%
	Two or More Races	10.9%	10.6%
Hispanic / Latino Population	Hispanic / Latino Origin (any race)	11.2%	19.4%
	All Others	88.8%	8.6%
Income Characteristics	Per Capita Income	\$62,389	\$41,310
	Median Household Income	\$164,477	\$72,603

STANDARDS

5





5	Pocket Parks
13	Neighborhood Parks
6	Community Parks
4	Greenbelt/Linear Parks

Standards

As the team evaluated the current park system, it was important to understand the diversity of parks, facilities, and open spaces used for recreation. A key aspect of this evaluation was not only addressing the needs of the existing population but also considering future growth. This Master Plan incorporates some traditional national standards set by the National Recreation and Park Association (NRPA) for park facility development. These standards have long served as a foundation for the park and recreation industry, providing:

- A national benchmark for minimum acceptable facilities for both urban and rural communities
- Guidelines for determining land requirements for various types of parks and recreation areas
- A framework for aligning recreation needs with spatial analysis in a community-wide system of parks.
- A tool for justifying the need for parks & open spaces within the broader land use planning of a community

The purpose of these standards is to provide guidelines that are applicable for the planning, acquisition, and development of park systems. These traditional standards serve as a reference and may include variations to reflect the unique social and geographical conditions of each community.

This section summarizes a comparison of Prosper's park system to standards for acreage per population, park facilities per population, and other facility standards. These standards should be used in conjunction with the expertise of park planners when evaluating how these most appropriately apply to Prosper.

PARK CLASSIFICATION SYSTEM

As the team evaluated the Prosper park system, they slightly revised the classification of each park by type, size, service area, and acres per 1,000 population. The following seven (7) NRPA classifications for parks were used for this Master Plan:

Pocket Park (Mini Park) is used to address limited, isolated, or unique recreational needs of concentrated populations. Typically, 1/4 mile away, the size of a Pocket Park ranges between 2,500 square feet and 1 acre in size. These parks may be either active or passive but speak to a specific recreational need rather than a particular density. Traditional NRPA standards for these parks are .25 to .50 acres per 1,000 population.

Neighborhood Parks serve a variety of age groups within a limited area or "neighborhood". They range in size from 1-15 acres and generally serve residents within a 1/4 to 1/2 mile radius. The neighborhood park is an area for active recreation such as field games, court games, playgrounds, picnicking, etc. Facilities are generally unlighted and there is limited parking, if any, on site. Traditional NRPA standards for these parks are 1 to 2 acres per 1,000 population.

Community Parks are larger than neighborhood parks and serve several neighborhoods. They range in size from 16-99 acres and serve the entire City. The community park may be a natural area or developed area for a variety of outdoor recreation such as ballfields, playgrounds, boating, fishing, swimming, camping, picnicking, and trail systems. Traditional NRPA standards for these parks are 5 to 8 acres per 1,000 population.

Metropolitan Parks are large park facilities that serve multiple surrounding communities. They range in size from 100-499 acres and serve the entire City. The metropolitan park is a natural area or developed area for a variety of outdoor recreation such as ballfields, playgrounds, boating, fishing, swimming, camping, picnicking, and trail systems. Traditional NRPA standards for these parks are 5 to 10 acres per 1,000 population.



Regional Parks are very large multi-use parks that serve several communities within a particular region. They range in size from 500 acres and above and serve those areas within a one hour driving distance. The regional park provides both active and passive recreation, with a wide selection of facilities for all age groups. They may also include areas of nature preservation for activities such as sight-seeing, nature study area, wildlife habitat, and conservation areas. Traditional NRPA standards for regional parks vary due to the specific site and natural resources.

Special Use Areas and parks are for specialized or single purpose recreation activities. NRPA defines these areas such as historical areas, nature centers, marinas, zoos, conservatories, arboretums, arenas, amphitheaters, plazas, or community squares. There are no specific standards for size or acreage since each community will vary.

Linear Parks are built connections or natural corridors that link parks together. Typically, the linear park is developed for one or more modes of recreational travel such as walking, jogging, biking, in-line skating, hiking, horseback riding, and canoeing. NRPA does not have any specific standards for linear parks other than they should be sufficient to protect the resources and provide maximum usage.

PARK LAND CONSIDERATIONS

With over 360 acres of developed parkland and successful public-private partnerships, the Town of Prosper has made significant progress in maximizing recreational and leisure opportunities for its rapidly growing community.

For the current population, the Town meets general park provision standards. Any shortfall in parkland is mitigated by the availability of HOA and private parks throughout the community. As Prosper's population is projected to reach 70,408 by 2038, neighborhood parks will continue to be complemented by HOA and private parks. However, the Town may face an overall deficit in parkland acreage and will need to plan for additional land acquisition or strategic partnerships to address the community's future needs.

The following pages provide a detailed comparison of standard guidelines as they apply to both the current and projected populations of Prosper.

POCKET PARKS

The Town currently provides 9.08 acres of Pocket Parks, which marks a 34% increase since the 2015 Master Plan. Additionally, HOA parks contribute 4.66 acres of facilities and amenities, further enhancing the Town's overall park acreage. This combined effort positions Prosper's level of service for pocket parks within just under the range recommended for a community of its size for Pocket Parks. There is an additional 2.47 acres to be developed in the future to supplement the future total pocket park acreage.

NEIGHBORHOOD PARKS

The Town currently provides 140.25 developed acres of Neighborhood Parks, which marks a 50% increase since the 2015 Master Plan. HOA parks contribute nearly 29.38 acres of facilities and amenities, further enhancing the Town's overall park acreage. This combined effort positions Prosper's level of service for neighborhood parks over the upper range recommended for a community of its size. As Prosper continues to grow with new single-family developments, this beneficial relationship is expected to continue ensuring that community needs are met. Approximately 39.26 acres of parkland are expected to be developed to neighborhood parks in the next five-ten years.



COMMUNITY PARKS

The Town currently has over 178 acres of Community Parks. This park type makes up the most acreage and number of parks in the Town. These parks include Frontier Park, Lakewood Park, Patin Park, Prosper Center Park, and Towne Lake Park. The future development of Doe Branch, Raymond Park, Rutherford Creek Property, Star Trail Community Park, and Windsong Ranch Community Park Property will help provide an additional 330 acres. As the Town continues to expand, additional Community Park land should be considered for development.

LINEAR PARKS

The Town currently maintains 27.85 acres of linear/greenbelt parks. While NRPA does not provide specific acreage recommendations for this park classification, Prosper may have future opportunities to acquire additional land in this category. Such acquisitions would support the expansion of linear trail connections, helping to link key areas such as parks, schools, neighborhoods, commercial zones, and neighboring communities.

NRPA PARK ACREAGE GUIDELINES

Type	Size/Acres	Service Area*	Acres per 1,000 Population
Pocket Park	2500 S.F. - 1 Acre	Less Than 1/4 Mile Distance in Residential Setting	.25 - .5 ac/1,000
Neighborhood Park	1-15 Acres	One Neighborhood ¼ to ½ Mile Radius	1.0-2.0 ac/1,000
Community Park	16-99 Acres	Several Neighborhoods	5.0-8.0 ac/1,000
Metropolitan Park	100-499 Acres	Several Communities Within 1 Hour Driving	5.0-10.0 ac/1,000
Regional Park	500+	Several Communities Within 1 Hour Driving	Variable
Special Use Areas	Varies Depending on Desired Size	No Applicable Standard	Variable
Linear Park	Sufficient Width to Protect the Resource and Provide Maximum Usage	No Applicable Standard	Variable
Total			11.25-20.5 Ac/1,000 Population

* The graphic on page 94 illustrates the service areas of each park facility in Prosper’ existing system.

NRPA PARK ACREAGE GUIDELINES
COMPARED TO CURRENT POPULATION

Classification	Existing Acreage	NRPA Guidelines for 2023 Population of 39,364	Difference Between NRPA Guidelines and Existing Prosper Parks
		Range	Range
Pocket Park	9.08	9.84 - 19.68	(0.77) - (10.61)
Neighborhood Park	140.25	39.36 - 78.73	100.89 - 61.52
Community Park	178.49	196.82 - 314.91	(18.33) - (136.42)
Greenbelt/Linear Parks	27.85	n/a	n/a
Total:	355.66	246.03 - 413.32	109.64 - (57.66)

NRPA PARK ACREAGE GUIDELINES
COMPARED TO FUTURE POPULATION (2038)

Classification	Existing + Future Acreage	NRPA Guidelines for 2038 Population of 70,408	Difference Between NRPA Guidelines and Existing Prosper Parks
		Range	Range
Pocket Park	11.54	17.60 - 35.20	(6.06) - (23.66)
Neighborhood Park	179.51	70.41 - 140.82	109.1 - 38.7
Community Park	508.07	352.04 - 563.26	156.03 - (55.2)
Greenbelt/Linear Parks	27.85	n/a	n/a
Total:	726.97	440.05 - 739.28	(84.39) - (383.62)

NRPA 2024 AGENCY PERFORMANCE REVIEW
OUTDOOR PARK FACILITIES

Types of Facilities	Median Number of Residents per Facility			
	Percent of Agencies	All Agencies	Population of Jurisdiction	
			20,000 to 49,999	50,000 to 99,000
Playgrounds or Play Structures	93%	3,750	3,105	3,707
Diamond Fields	85%	4,063	3,007	3,675
Basketball Courts	84%	8,000	7,501	8,363
Rectangular Fields	83%	5,000	3,333	4,070
Tennis Courts	72%	6,003	5,461	5,865
Dog Parks	68%	46,917	27,508	55,135
Community Gardens	52%	34,105	27,262	56,150
Swimming Pools	49%	45,919	27,081	46,353
Skateboard Park	46%	54,750	33,167	60,904
Pickleball	42%	12,597	7,737	10,500
Volleyball Courts	23%	27,640	14,280	26,612
Splashpads	23%	54,010	30,629	54,100
Disc Golf Course	20%	76,780	29,445	58,603

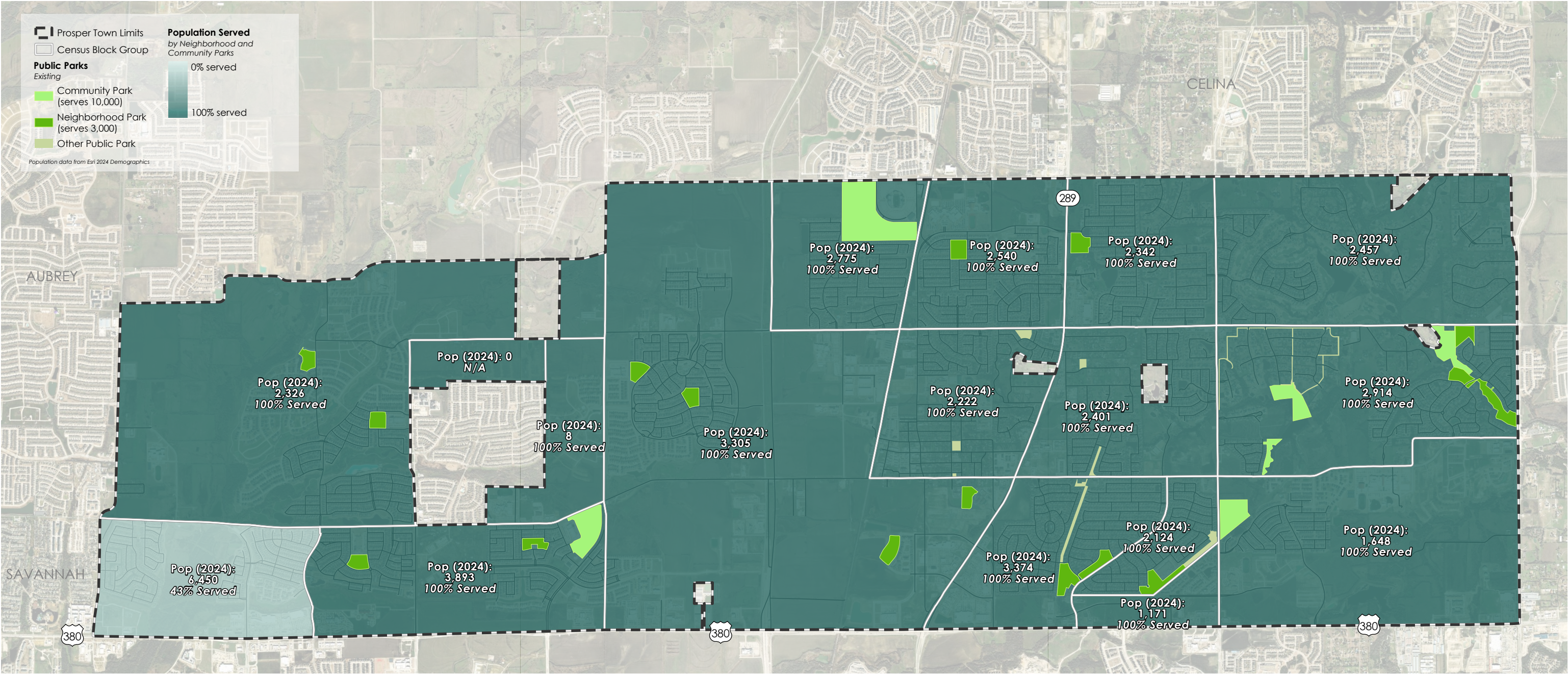
FACILITY DEVELOPMENT STANDARDS APPLIED TO PROSPER

Activity/ Facility	Recommended Guidelines: Facilities Per Population	Existing Facilities in Prosper	Recommended Guidelines: Facilities for 2024 Population of 39,364	Recommended Guidelines: Facilities for Projected 2038 Population of 70,408
Baseball Fields	1 per 4,000 ¹	6	9	17
Basketball Courts (Outdoor)	1 per 5,000 ²	8	7	14
Football Fields	1 per 20,000 ²	2	1	3
Pavilion/Picnic Shelter	1 per 3,000 ¹	15	13	23
Picnic Tables	1 per 3,000 ¹	70	131	234
Playgrounds	1 area per 1,000 ²	17	39	70
Recreation Center	1 SF per person	900 SF	39,364	70,408
Soccer Fields (League)	1 per 4,000 ¹	15	9	17
Softball Fields	1 per 4,000 ¹	2	9	17
Swimming Pool (Outdoor)	1 per 20,000 ²	0	1	3
Tennis Courts	1 court per 2,000 ²	0	19	35
Trails	1 mile per 4,000 ²	62 miles	9	17
Volleyball Courts (Outdoor)	1 per 5,000 ²	0	7	14

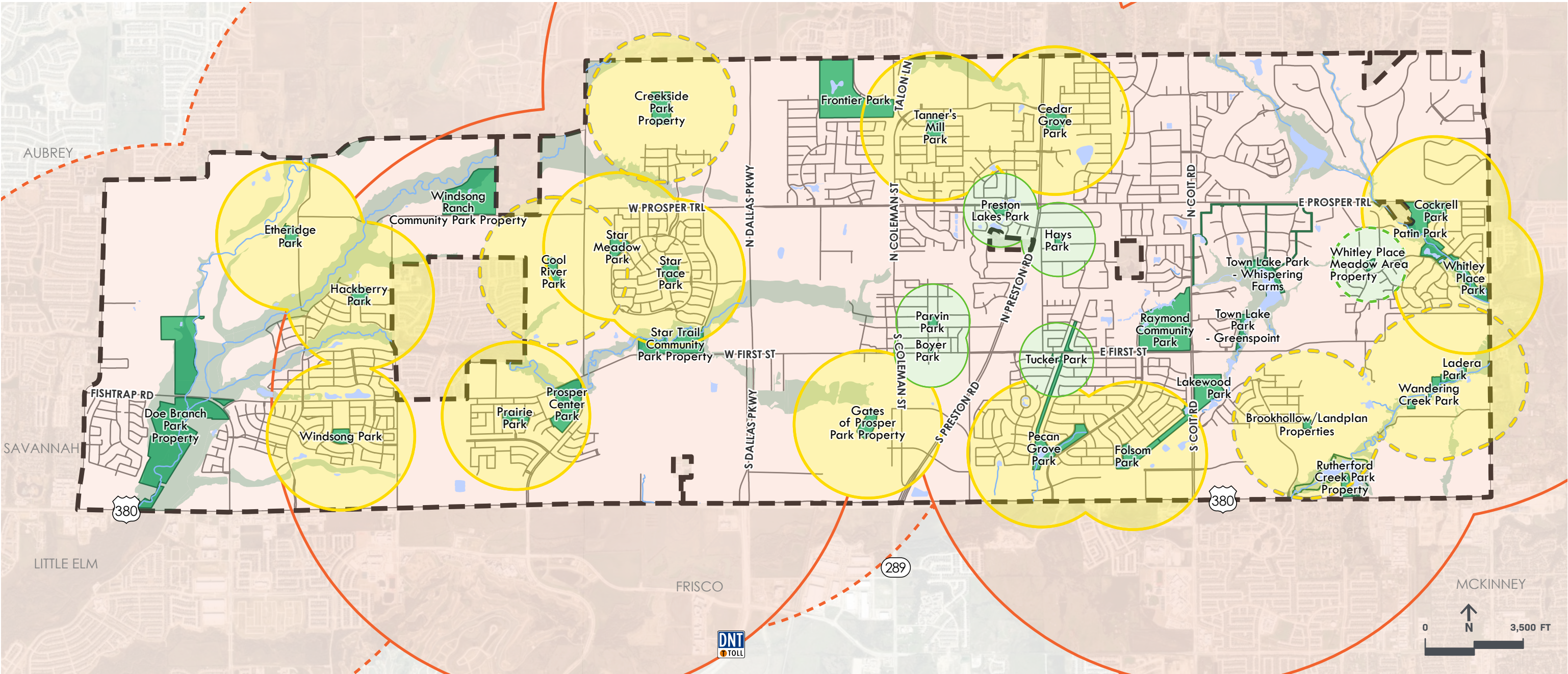
¹ Dunaway recommendation for high use by Youth Sports.

² Facility guidelines from NRPA guidelines as well as DFW area standards.

PROSPER PARK ACCESS BASED ON POPULATION



PROSPER PARK SERVICE AREAS



10 MINUTE WALK TO RECREATION

The "10-Minute Walk" initiative, led by the Trust for Public Land (TPL), National Recreation and Park Association (NRPA), and the Urban Land Institute (ULI), aims to help municipalities provide equitable access to quality recreational spaces. The initiative recommends that all residents should live within a 10-minute walk, roughly half a mile, from a recreational facility, reflecting the typical distance people are willing to travel to access these spaces. This standard serves as a benchmark for assessing the availability of recreational opportunities and resources close to home. The illustrations above show the proximity of park facilities within the Town.

LEGEND

- Existing Community Park (2 mi) ○
- Future Community Park (2 mi) ○
- Existing Neighborhood Park (0.5 mi) ○
- Future Neighborhood Park (0.5 mi) ○
- Existing Pocket Park (0.25 mi) ○
- Future Pocket Park (0.25 mi) ○



BENCHMARK ANALYSIS

6



Beard Park, Little Elm, TX

Benchmarked Agencies:

- Allen
- Coppell
- Frisco
- Grapevine
- Little Elm
- The Colony

Benchmark Comparisons:

- System Inventory
 - Acres Owned / Managed*
 - Trail Miles*
 - Acres Developed vs Acres of Natural Areas*
 - Number of Developed Parks*
 - Total Playgrounds*
 - Recreation Facilities & Aquatics*
- Staffing
- Operating Expense
- Programming

Benchmark Analysis

The Prosper Parks and Recreation Department (“Department”) identified operating metrics to benchmark against comparable parks and recreation agencies. The goal of this analysis is to evaluate how Prosper is positioned amongst peer best-practice agencies, therefore, the information sought was a combination of operating metrics that factor budgets, staffing levels, programming, and inventories.

Information used in this analysis was obtained directly from each participating benchmark agency (when available) and information available through the National Recreation and Park Association’s (NRPA) Park Metrics Database.

Due to differences in how each system collects, maintains, and reports data, variances may exist. These variations can impact the per capita and percentage allocations, and the overall comparison must be viewed with this in mind. The benchmark data collection for all systems was complete as of August 2024, and it is possible that information in this report may have changed since the original collection date. In some instances, the information was not tracked or not available from the participating agencies, which is indicated by a blank space in the data tables where the information was missing.

The agencies listed below were selected for benchmarking because they are communities of varying sizes, are located in the Dallas-Fort Worth metroplex, and possess varying socioeconomic characteristics. The variety of the populations served by these agencies will allow Prosper to benchmark itself against communities of similar size as well as communities that they may strive to measure up against in the future.

These benchmarked agencies include the following:

- Allen Parks & Recreation Department (TX)
- Coppell Parks & Recreation Department (TX)
- Frisco Parks & Recreation Department (TX)
- Grapevine Parks & Recreation Department (TX)
- Little Elm Parks & Recreation Department (TX)
- The Colony Parks & Recreation Department (TX)

Agency	Jurisdiction Type	Population	Jurisdiction Size (Sq. Mi.)	Population per Sq. Mi.
Allen Parks & Recreation	City	118,500	27.11	4,371.08
Little Elm Parks & Recreation	City	58,511	16.60	3,524.76
Frisco Parks & Recreation	City	231,115	70.00	3,301.64
Coppell Parks & Recreation	City	42,026	14.73	2,853.09
The Colony Parks & Recreation	City	45,367	16.10	2,817.83
Prosper Parks & Recreation	City	39,364	25.45	1,546.72
Grapevine Parks & Recreation	City	52,583	35.87	1,465.93

The table above lists each benchmark agency in the study, arranged by population per square mile.

Of all agencies examined, Prosper’s served population is the smallest of the benchmarked agencies (at 39,364). Prosper’s jurisdiction size served (25.45 square miles), landed in the middle of the pack, giving the community a population per square mile on the lower end (approximately 1,547 residents per square mile) as a result.

BENCHMARK COMPARISON

System Inventory

The following tables provide a general overview of each system’s inventory, including total park acreage, trail mileage, and recreation facilities. Assessing the level of service for park acres, Prosper ranks near the middle of those agencies evaluated for amount of total park acres with 727 total acres owned or managed. In terms of acres per population, Prosper has 18.47 acres per 1,000 residents, which nears the top of the list in this analysis, and is well above the NRPA median for agencies serving similar sized communities (11.3 acres of parkland per 1,000 residents). Prosper owns and manages 62 total miles of trails resulting in 1.58 trail miles per 1,000 residents, which is the highest value of any city in this analysis by comparison.

Agency	Total Acres Owned or Managed	Total Miles of Trail Owned or Managed	Acres per 1,000 residents	Trail Miles per 1,000 residents
Prosper Parks & Recreation	727	62.00	18.47	1.58
Grapevine Parks & Recreation	1,740	65.24	33.10	1.24
Little Elm Parks & Recreation	639	46.60	10.92	0.80
The Colony Parks & Recreation	1,517	32.98	33.44	0.73
Coppell Parks & Recreation	644	29.60	15.32	0.70
Allen Parks & Recreation	2,251	83.00	19.00	0.70
Frisco Parks & Recreation	2,423	33.00	10.48	0.14
NRPA Median for agencies serving 20,000 to 49,999: 11.3 acres of parkland per 1,000 residents				

This analysis also included a breakdown of each agency’s parkland acres that are developed (and/ or regularly maintained) or undeveloped (mostly considered natural areas or open space), as well as the amount of trail mileage that is paved/hard surface trail and the amount that is unpaved/ soft surface trail. Prosper owns less developed acres (356) than acres of natural areas and open space (371) – which includes parkland to be developed in the future – and owns more miles of paved/hard surface trail (49) than unpaved/soft surface trail (13). The NRPA median is 8 total miles of trail, which Prosper and a few other benchmarked agencies surpass.

Agency	Acres Developed / Regularly Maintained	Acres of Natural Areas / Open Space	Total Miles of Paved/Hard Surface Trail	Trail Miles of Unpaved / Soft Surface Trail
The Colony Parks & Recreation	880.51	636.40	18.93	14.05
Grapevine Parks & Recreation	1,440.42	300.00	51.33	13.91
Prosper Parks & Recreation	355.66	371.31	49.00	13.00
Coppell Parks & Recreation	485.55	158.30	23.50	6.10
Frisco Parks & Recreation	1,530.00	893.00	29.60	3.40
Little Elm Parks & Recreation	213.10	426.00	45.00	1.60
Allen Parks & Recreation	1,403.35	847.60	81.72	1.28
NRPA Median for agencies serving 20,000 to 49,999: 8 total miles of trail				

Each benchmarked agency was also benchmarked for their total number of developed parks, playgrounds, rectangular sports fields, and diamond sports fields. Prosper was firmly in the middle of this section of the analysis, with 28 developed parks, and 17 playgrounds.

Agency	Total Developed Parks	Total Playgrounds
Frisco Parks & Recreation	77	50
Allen Parks & Recreation	55	39
Grapevine Parks & Recreation	35	32
The Colony Parks & Recreation	30	19
Prosper Parks & Recreation	28	17
Coppell Parks & Recreation	17	10
Little Elm Parks & Recreation	9	10

The benchmarking analysis also included the number of indoor recreation facilities and outdoor aquatic centers/pools owned or managed by each agency. Prosper has 1 indoor recreation facility that is roughly 900 square feet, resulting in a very low total square footage for indoor facilities and indoor recreation square footage per 1,000 residents. Additionally, Prosper is the only city in this analysis to not have an outdoor pool or aquatic center, resulting in an absence of data for that category. The full list of facilities and square footage can be found in the table below.

Agency	Number of Indoor Recreation Facilities	Total Indoor Recreation Facility Square Footage	Number of Outdoor Aquatic Centers/ Pools	Total Outdoor Aquatic Center/ Pool Square Footage	Indoor Recreation Sq. Footage per 1,000 residents	Outdoor Recreation Sq. Footage per 1,000 residents
Grapevine Parks & Recreation	1	110,000.00	8.00	-	2,091.93	-
Allen Parks & Recreation	0	196,604.00	1.00	73,000.00	1,659.11	616.03
Coppell Parks & Recreation	1	53,000.00	1.00	22,000.00	1,261.12	523.49
Frisco Parks & Recreation	4	277,025.00	1.00	22,000.00	1,198.65	95.19
Little Elm Parks & Recreation	1	38,194.00	1.00	740,520.00	652.77	12,656.08
The Colony Parks & Recreation	2	24,000.00	3.00	267,022.80	529.02	5,885.84
Prosper Parks & Recreation	1	900.00	0.00	0.00	23.84	0.00

It should be noted that Grapevine did not include the total square footage of their outdoor aquatic centers/pools, resulting in a blank space in the above table.

Staffing

This section compares staffing levels for each system by comparing each agency's Full-Time Equivalents (FTEs, or an agency's equivalent of full-time workers), total FTEs dedicated to recreation programming, and total part-time and/or seasonal employees. In general, agencies participating in the benchmark study ranged widely from heavily staffed to more limited staffing. Prosper had 39 total employees, resulting in 35 total FTEs and 9.27 total FTEs per 10,000 residents, which was close to the bottom of the analysis for both categories, but exceeds the NRPA median for similar sized communities (32.3 total FTEs and 10.7 FTEs per 10,000 residents). While Prosper has the lowest amount of total employees in the benchmarking analysis, this is to be expected due to the Town having the smallest population of all analyzed agencies.

Agency	Total Employees	Total Full-Time Equivalent (FTEs)	Total FTEs per 10,000 Residents
Coppell Parks & Recreation	265	129	30.67
Allen Parks & Recreation	519	292	24.64
Little Elm Parks & Recreation	195	114	19.48
The Colony Parks & Recreation	95	53	11.68
Grapevine Parks & Recreation	483	61	11.60
Prosper Parks & Recreation	39	35	9.27
Frisco Parks & Recreation	385	177	7.66
NRPA Median for agencies serving 20,000 to 49,999: 32.3 Total FTEs, 10.7 FTEs per 10,000 residents			

Operating Expense

The table below details each agency’s total FY2023 operating expenses, operating expenses in terms of their system acreage, operating expenses in terms of their system acreage, and total operating expenses in terms of staffing. Prosper ranks near the bottom among peer agencies for total operating expense (~\$6.6M), similarly in expense per acre (\$10,107), and second in expense per FTE (\$189,312). Prosper, however, is performing above the NRPA Median of \$8,106 expense per acre, as well as the NRPA median of \$99,944 expense per FTE. Lastly, Prosper had a 12% cost recovery (the amount of operating expenses recovered by earned revenue), which ranked at the bottom of the analysis. It is important to note these results are based on and only as good as the data provided by the benchmark agencies.

Agency	Total FTEs	Total Operating Expenses (FY23)	Total Fees, Charges, and Earned Revenue (FY23)	Operating Expense per Acre	Operating Expense per FTE	Cost Recovery
Grapevine Parks & Recreation	61	\$16,489,874	\$9,177,016	\$9,475	\$270,326	56%
Allen Parks & Recreation	292	\$31,516,005	\$16,556,586	\$14,001	\$107,950	53%
The Colony Parks & Recreation	53	\$4,651,165	\$1,384,933	\$3,066	\$87,758	30%
Frisco Parks & Recreation	177	\$25,261,168	\$6,236,818	\$10,426	\$142,718	25%
Coppell Parks & Recreation	129	\$13,000,356	\$2,753,471	\$20,192	\$100,864	21%
Little Elm Parks & Recreation	114	\$6,679,294	\$853,935	\$10,451	\$58,590	13%
Prosper Parks & Recreation	35	\$6,625,922	\$826,330	\$10,107	\$189,312	12%
NRPA Median for agencies serving 20,000 to 49,999: \$8,106 per acres, \$99,944 per FTE, \$3.25 million in an annual operating expenditures						

Additionally, the table below reveals the last three years of capital expenditures from FY2021, FY2022, and FY2023. These figures were then utilized to show the average annual capital investment for each agency. In this analysis, the top performing benchmark agencies are investing significant dollars into Capital Improvement Program (CIP) efforts each year, with all except Coppell having average annual capital expenditures of over \$1 million in the past fiscal year. Prosper itself is averaging \$6.26M annually in CIP expenses, though the Town saw a slight decrease in capital spending from FY22 to FY23 by roughly \$650k. In relation to population, Prosper sits in the middle of the other benchmarked agencies in terms of average annual capital expenditures per capita with a spending of \$165.94 per resident.

Agency	FY21 Capital Budget	FY22 Capital Budget	FY23 Capital Budget	Avg. Annual Capital Expenditures	Avg. Annual Capital Expenditures per Resident
Frisco Parks & Recreation	\$25,200,000	\$44,000,000	\$60,045,000	\$54,181,667	\$234.44
Allen Parks & Recreation	\$7,825,204	\$33,493,840	\$26,808,969	\$22,709,338	\$191.64
Little Elm Parks & Recreation	\$175,000	\$1,330,000	\$28,358,500	\$9,954,500	\$170.13
Prosper Parks & Recreation	\$4,884,500	\$7,280,000	\$6,625,922	\$6,263,474	165.94
The Colony Parks & Recreation	\$2,968,840	\$4,836,000	\$4,000,000	\$3,934,947	\$86.74
Grapevine Parks & Recreation	\$690,000	\$1,162,000	\$1,162,000	\$1,004,667	\$19.1
Coppell Parks & Recreation	\$138,338	\$34,485	\$97,795	\$90,206	\$2.15

Benchmarked agencies were also analyzed in their programming specific operating expenditures, earned revenue, and cost recovery. This section of the analysis calculated cost recovery from specific program related operating expenditures and the revenue generated by those programs. Prosper ranked near the top out of the analyzed agencies with a 193.55% cost recovery for their programs, as they earned \$300k from the \$155k that was spent in 2023.

Agency	Total Operating Expenditures/ Budget for Programs	Revenue Generated by Programs	Programming Cost Recovery
Frisco Parks & Recreation	-	\$2,038,877	-
The Colony Parks & Recreation	\$230,000	\$605,000	263.04%
Prosper Parks & Recreation	\$155,000	\$300,000	193.55%
Grapevine Parks & Recreation	\$792,832	\$1,113,543	140.45%
Little Elm Parks & Recreation	\$4,245,817	\$4,245,817	100.00%
Allen Parks & Recreation	\$9,781,987	\$6,205,431	63.44%
Coppell Parks & Recreation	\$1,658,525	\$504,812	30.44%

Programming

Lastly, the benchmarked agencies were analyzed by the number of participants (or contacts) they had in FY2023 at recreation offerings. Prosper ranked near the bottom in total number of contacts or participants, as well as the number of contacts or participants per population (with 11,413 total participations and 0.30 participations per population).

Agency	Number if Participations/ Registrations (FY2023)	Participations/ Registrations per Population
Allen Parks & Recreation	1,893,616.00	15.98
Little Elm Parks & Recreation	300,376.00	5.13
The Colony Parks & Recreation	110,450.00	2.43
Frisco Parks & Recreation	167,408.00	0.72
Coppell Parks & Recreation	18,500.00	0.44
Prosper Parks & Recreation	11,413.00	0.30
Grapevine Parks & Recreation	0.00	0.00

It is important to note that each agency likely measures contacts or participations differently, resulting in potentially misleading data. For example, some agencies have water parks or other ventures that were considered when counting the number of participations and registrations, potentially inflating those numbers. Grapevine specifically did not provide data for their number of participations or registrations.

SUMMARY

While each of the agencies included in this analysis are high performing parks and recreation systems, it is important to note that each agency varies significantly in the size and scope of the parks and services they provide, making direct comparisons difficult. The power in this analysis is to identify areas where these agencies may most excel, providing opportunities for further discussion to better understand the factors to their success. For example, it is worth learning more about what is driving The Colony Parks & Recreation to achieve a programmatic cost recovery of 263% (\$605,000 in revenue), about 70% higher than Prosper. Similarly, it would be helpful to learn more about having the right balance of FTEs to residents and how Allen Parks & Recreation or Frisco Parks & Recreation are able to support such a high number of essential employees. Having Prosper staff examine the areas of greatest contrast, especially as it pertains to programs and services, is where this benchmark is ultimately most meaningful.

Specific areas where Prosper performs well include total miles of unpaved/soft surface trail, programming cost recovery, trail miles per 1,000 residents, total number of parks and playgrounds, and total trail miles.

While Prosper does well in many categories, areas that Prosper has room for improvement in include indoor & outdoor recreation facilities (in number and square footage), participations/registrations, departmental cost recovery, and number of FTEs. When it comes to cost recovery and participations/registrations, Prosper has departmental cost recovery of only 12%, ranking significantly lower than the other assessed agencies. In terms of participations/registrations, the Department is lacking with only 0.3 participations/registrations per resident; Prosper has a relatively healthy amount of capital investments, however, that with an increase in coming years, will likely lead to improved infrastructure, space for programming, and new offerings that will likely translate to more participations/registrations.

Overall, this benchmark analysis reveals that Prosper is a stable, well performing parks and recreation system measured against its peers, but not without a healthy amount of growth still possible. The perspective gained through the peer comparison is valuable in identifying areas for improvement and establishing strategic goals to pursue. Ultimately, Prosper should utilize these findings as a baseline comparison that provides key performance indicators (KPIs) to be tracked and measured over time.

RECREATION PROGRAM ANALYSIS

7



Recreation Program Analysis

As a key component of the Parks and Recreation Master Plan, the consulting team conducted a Recreation Program Analysis of the services offered by Prosper’s Parks and Recreation Department (“Department”). The assessment offers an in-depth perspective of program and service offerings and helps identify strengths, challenges, and opportunities regarding programming. The assessment also assists in identifying Core Program Areas, program gaps within the community, key Department-wide issues, areas of improvement, and future programs and services for residents and visitors.

The consulting team based these program findings and recommendations on a review of information provided by the Department including program descriptions, financial data, website content, and key discussions with staff. This report addresses the program offerings from a systems perspective for the entire portfolio of programs.

FRAMEWORK

The Department provides a broad range of youth and adult public recreational activities. These program offerings are supported with dedicated spaces which include parks, trails, indoor athletic facilities, pools, and more.

Program Assessment Overview

Below are some overall observations that stood out when analyzing the program assessment sheet:

- Overall, the program descriptions/goals do an excellent job of effectively communicating to the public key benefits and desired outcomes of each Core Program Area.
- Age segment distribution is aligned with the community's current population but needs to be monitored annually to ensure program distribution continues to match evolving Prosper demographics.
- Program lifecycles: Approximately 9% of the Department's current programs are categorized in the Introduction Stage, while 19% of programs fall into the Mature Stage. A more complete description of Lifecycle Stages can be found later in this analysis.
- Program classification: No programs are deemed 'Essential', while 67% are 'Important' and 33% are considered 'Value-Added'.
- Pricing strategies are varied across the board for the Department. Currently, the most frequently used approaches are pricing based on family/household status, by cost recovery goals, and by customer's ability to pay. These practices should be continued in addition to implementing new and additional pricing strategies (where fit) which can be found later in this analysis. Furthermore, it is essential to understand the Department's current cost of service in order to determine ideal cost recovery goals.
- From a marketing and promotions standpoint, the staff utilizes a variety of marketing methods when promoting their programs including online program guide, the Department's website, flyers/posters, Email blasts, in-facility signage, and various social media platforms as a part of the marketing mix.
 - » There are additional opportunities to increase the number of cross-promotions.
 - » Dual language marketing content in certain or all media could also be beneficial in expanding to other potential audiences in the community, especially for Spanish-speaking participants.

- Financial performance measures such as cost recovery goals are currently being utilized across some but not all Core Program Areas. Moving forward, it is recommended for staff to consider tracking cost recovery for all program areas. When doing so, the staff should factor in all direct and indirect costs pertaining to programming. A focus on developing consistent earned income opportunities would be beneficial to the Department's overall quest for greater fiscal sustainability.

CORE PROGRAM AREAS

To help achieve the Department's mission, it is important to identify Core Program Areas based on current and future needs to create a sense of focus around specific program areas of greatest importance to the community. Public recreation is challenged by the premise of being all things to all people. The philosophy of the Core Program Area is to assist staff, policy makers, and the public to focus on what is most important to the community. Program areas are considered as Core if they meet a majority of the following criteria:

- The program area has been provided for a long period of time (over 4-5 years) and/or is expected by the community.
- The program area consumes a relatively large portion (5% or more) of the agency's overall budget.
- The program area is offered 3-4 seasons per year.
- The program area has wide demographic appeal.
- There is a tiered level of skill development available within the program area's offerings.
- There is full-time staff responsible for the program area.
- There are facilities designed specifically to support the program area.
- The agency controls a significant percentage (20% or more) of the local market.

Existing Core Program Areas

Through discussions with the Department staff, 11 Core Program Areas were identified that are currently being offered. These core program areas make up the entirety of the Department’s programming portfolio and include every type of demographic and user served within Prosper. Across and within each of the Core Program Areas are major program types that are designed to meet current and emerging needs of Prosper residents. These core program areas, as well as some overarching goals and example programs within each one, are described in the table below and pages following it.

ARTS	DESCRIPTION: Art, music, and dance activities that promotes creativity for those of all ages.	<ul style="list-style-type: none">• Arting with Amanda• Krafty Krewe• Dancing with Claire• Prosper Blooms• Amps & Axes• Dallas Magic
	GOALS: 1. Offer programs that provide cognitive development through experience and education.	
EDUCATIONAL	DESCRIPTION: Be able to provide structured activities that are beneficial to the public.	<ul style="list-style-type: none">• Drones• Texas 4H• Prosper Chess Academy
	GOALS: 1. Offer programs that provide cognitive development through experience and education. 2. Provide structured activities that are beneficial to the participants.	
GENERAL FITNESS	DESCRIPTION: Programs and services focus on engaging and empowering individuals to choose healthy behaviors and make changes that reduce the risk of developing chronic diseases	<ul style="list-style-type: none">• Chair Yoga• Yoga• Zumba
	GOALS: 1. Promote lifelong health habits through activity. 2. Provide group exercise classes for residents and guests. 3. Utilize Town facilities for indoor and outdoor exercise programs. 4. Offer classes that deal with topics beyond physical fitness. Such categories include mental health, self-esteem, stress reduction, and overall quality of life.	
INCLUSIVE / ADAPTIVE	DESCRIPTION: Programs designed for families with children with special needs.	<ul style="list-style-type: none">• Shining Stars• Game On!
	GOALS: 1. Offer programing that aims to include and provide families with special needs children with engaging activities and opportunities..	

SOCIAL RECREATION	DESCRIPTION: Programs that bring people together.	<ul style="list-style-type: none">• Dominoes• Card Games• Social Hour• BINGO
	GOALS: 1. Promote sociability and opportunities for social interaction. Offering these programs free of charge and providing materials.	
STEM / STEAM	DESCRIPTION: Innovation, problem-solving, and critical thinking activities that deepens participants understanding of complex topics.	<ul style="list-style-type: none">• Bricks, Bots, & Breakers• Science Club• Think Tank• Bricks4Kidz• Minds in Motion
	GOALS: 1. Deliver unique programs and experiences that are not found in schools. 2. Provide various levels of the programs. 3. Offer programs that provide cognitive development through experience and education.	
TRAVEL	DESCRIPTION: Programs that allow participants to travel to different locations outside of the Town.	<ul style="list-style-type: none">• Active Adult Trips
	GOALS: 1. Moving individuals from one location to another. 2. Provide outings to locations that are considered tourist locations and utilize a Coach service to transport guests. 3. Goal is to have a minimum of 20 travelers.	
YOUTH SPORTS	DESCRIPTION: Programs that introduce sports and healthy lifestyles to the youth population.	<ul style="list-style-type: none">• Bad Dawg Tennis• Bowmen Sports• Tae Kwan Do• Runner2Runner• Soccer Sparks• Archery• Soccer Stars
	GOALS: 1. Promote healthy lifestyle choices through nutrition, fitness, and education. 2. Provide children with physical development through play.	
WELLNESS	DESCRIPTION: Focuses on a holistic way on the well-being of the individual. Directed toward achieving optimal health.	<ul style="list-style-type: none">•
	GOALS: 1. Offer programs that focus on physical fitness, nutrition, leisure education, weight reduction, stress management. and medical self care.	

Program Area Recommendations

The recreational programming of Prosper Parks and Recreation Department is fairly young in its lifecycle and development with tremendous opportunities to continue to evolve the overall program portfolio over time. A large aspect that will affect this evolution is growth in capacity, both from a staff capacity perspective and a facility perspective. Currently, the Department is somewhat hindered programmatically by a lack of significant multi-purpose indoor recreation spaces. As such a facility is considered in the future, the growth and sophistication of recreational programming will subsequently follow.

Based on this analysis, community input, and insights from Department staff, the recommendations detailed below were developed for this Master Plan.

Areas of Potential Growth

Senior Programming

The findings in a research report produced by NRPA affirms that parks and recreation is a vital service provider to older adults, and yet there remains significant opportunity to do much more. Some of the key findings in the report indicate that more than nine in ten park and recreation agencies report that they offer facilities, activities and programming that cater to older adults. These activities vary, including providing older adults with chances to socialize with others, ways to stay healthy and active, and opportunities to serve others in their communities. Senior programming and activities most often held by nationwide Parks and Recreation agencies typically include **exercise classes, field trips, tours, vacations, arts and crafts classes, opportunities to volunteer, special events and festivals targeted at older adults, group walks, and even paid job opportunities to lead exercise classes, work in Community Centers, or at parks.** The list of Senior and Older Adult activities typically offered by agencies varies from active to passive and everywhere in-between.

Another area where some agencies have made a real, lasting difference is in providing their senior and older adult populations with evidence-based chronic disease prevention and/or management programs that keep those populations healthy and active for years to come. One of the most important steps an agency can take in following these trends is recognizing and handling their senior populations appropriately. While some other populations will have easier access and more capability to handle cost barriers to participate in programming, this may not always be the case for seniors and older adults. **Many agencies have reflected this and worked to include transportation to and from activities and facilities while offering low-cost or free fitness programs.**

Key Partnerships

Some agencies have also begun developing programming for older adults with key partners. To best serve their community's senior population, partnerships often include, but are not limited to **area agencies on aging, retirement communities, senior meals providers, hospitals and doctors' offices, local health departments, health insurance companies, and community-based organizations (e.g., faith-based).**

Trends in Funding and Resource Allocation

The most common challenges facing agencies across the nation are the result of inadequate resources, including facility space shortages, insufficient funding, and staffing shortages. These resource constraints will become even more acute as the older adult population grows and the demand for these services increases. Therefore, the following trends seen in agencies across the nation should be considered when working to provide what may need to be a community's most important, yet least funded programming:

- *Technology for Seniors:*
 - » *Partner with local schools to pair seniors with tech-savvy students who can teach them basic computer skills, social media usage, and video conferencing.*
 - » *Offer workshops on using technology for specific purposes, such as online banking, genealogy research and travel planning.*
 - » *Organize intergenerational social events and game nights using online platforms.*
- *Senior Pop-Up Art Studio:*
 - » *Partner with local artists and art studios to offer rotating pop-up art experiences in recreation centers and community spaces.*
 - » *Provide materials and guidance for various art forms like painting, pottery, drawing, photography and sculpture at various locations within the community for Seniors on specific dates.*
 - » *Organize art exhibitions and community events displaying senior artwork.*
- *Senior Culinary Adventures:*
 - » *Partner with local chefs and restaurants to offer cooking classes focused on healthy aging, international cuisines and cultural food traditions.*
 - » *Organize cooking competitions and potlucks to display culinary skills and foster social interaction.*

» *Offer meal delivery services featuring healthy and delicious meals prepared by local seniors.*

• *Senior Wellness Walks & Talks:*

» *Partner with healthcare professionals and fitness experts to organize guided walks in nature with health-related discussions and activities.*

» *Focus on topics like managing chronic conditions, maintaining physical fitness and mental health awareness.*

» *Offer transportation assistance and support for seniors with mobility limitations.*

• *Senior Volunteer Matching Program:*

» *Partner with local non-profit organizations and community centers to connect seniors with volunteer opportunities that match their skills and interests.*

» *Provide training and guidance for volunteers, ensuring they feel confident and valued in their roles.*

» *Organize recognition events and social gatherings for senior volunteers to connect and build community.*

Adaptive Programming

One of the most impactful areas of programmatic growth for Prosper Parks and Recreation Department is in the provision of adaptive programs for residents with a full range of special needs. This could include, but is not limited to, those with mobility challenges, as well as programs that are more focused on having sensory and/or behavioral accommodations. Programs in this realm should focus on social interaction, health and fitness, self-direction, movement, expanded competencies, speech and language, and community involvement. Examples of these types of programs include, but are not limited to, fitness, arts and crafts, adaptive sports, educational programs, and outings.

This can be a challenging program area for some municipalities because of the special skill set, training and experience that is required in order to provide these programs in a high-quality manner. If the availability of trained and experienced staff is an issue, it is recommended to explore partnerships with neighboring cities as well as specialized community organizations to better serve residents with special needs throughout the region.

Adult Athletics

The area of adult athletics is currently limited in Prosper because of available field space. Currently there is only men's softball that is offered but even this program must be held on a youth turf field. While it is common to hear from the community the desire to see more adult athletic programming, often there is a challenge to sufficiently fill these programs with participants. Aside from the need to evaluate development of additional facilities to support adult athletics in Prosper, it is recommended to explore potential partnerships with nearby and adjacent communities for combined adult athletic programs that would likely have much better participation levels. Potentially partnering with Celina, Frisco, and/or Little Elm to provide/ participate in a larger scale adult athletic program could be a great way to grow into this area of programming without the risk of large expense resulting in little or insufficient interest and participation.

Outdoor Recreation

Outdoor recreation may be the area of parks and recreation that has developed and evolved the most over the past half-decade, due to its role in maintaining recreation opportunities during the COVID-19 pandemic. The role that outdoor recreation plays in most parks and recreation agencies is constantly changing, as staff work to adapt to what their residents would like to see offered.

National Trends in Outdoor Recreation

Results from the 2023 SFIA report demonstrate strong growth in participation regarding outdoor/adventure recreation activities. These activities encourage an active lifestyle, can be performed individually or with proper social distancing in a group, and are not as limited by time constraints. In 2020, the most popular activities, in terms of total participants, from the outdoor/adventure recreation category include: Day Hiking (57.8 million), Road Bicycling (44.5 million), Freshwater Fishing (42.6 million), Camping within ¼ mile of Vehicle/Home (36.1 million), and Recreational Vehicle Camping (17.8 million).

Five-Year Trend

From 2015-2020, Day Hiking (55.3%), BMX Bicycling (44.2%), Skateboarding (37.8%), Camping within ¼ mile of Vehicle/Home (30.1%), and Fly Fishing (27.3%) have undergone the largest increases in participation. The five-year trend also shows activities such as Adventure Racing (-31.4%), In-Line Roller Skating (-18.8%), Archery (-13.5%), and Traditional Climbing (-4.5%) to be the only activities with decreases in participation.

One-Year Trend

The one-year trend shows almost all activities growing in participation from the previous year. The most rapid growth being in Skateboarding (34.2%), Camping within ¼ mile of Vehicle/Home (28.0%), Birdwatching (18.8%), and Day Hiking (16.3%). Over the last year, the only activities that underwent decreases in participation were Adventure Racing (-8.3%) and Archery (-2.7%).

National Trends in Water Sports / Activities

The most popular water sports / activities based on total participants in 2020 were Recreational Kayaking (13.0 million), Canoeing (9.6 million), and Snorkeling (7.7 million). It should be noted that water activity participation tends to vary based on regional, seasonal, and environmental factors. A region with more water access and a warmer climate is more likely to have a higher participation rate in water activities than a region that has a long winter season or limited water access. Therefore, when assessing trends in water sports and activities, it is important to understand that fluctuations may be the result of environmental barriers which can greatly influence water activity participation.

Five-Year Trend

Over the last five years, Surfing (40.7%), Recreational Kayaking (36.9%) and Stand-Up Paddling (21.7%) were the fastest growing water activities. White Water Kayaking (3.5%) was the only other activity with an increase in participation. From 2015-2020, activities declining in

participation most rapidly were Boardsailing/Windsurfing (-28.2%), Water Skiing (-22.7%), Jet Skiing (-21.8%), Scuba Diving (-21.0%), Sea Kayaking (-18.5%), and Sailing (-15.0%).

One-Year Trend

Similarly, to the five-year trend, Surfing (28.2%) and Recreational Kayaking (14.2%) also had the greatest one-year growth in participation, from 2019-2020. Activities which experienced the largest decreases in participation in the most recent year include Boardsailing/Windsurfing (-9.8%), Sea Kayaking (-5.4%), and Water Skiing (-4.8%)

Detailed Outdoor Recreation Participation Rates

Supporting these statistics are the findings from the recently completed 2021 Outdoor Recreation Participation Report, conducted in 2020 by the Outdoor Industry Foundation. The results are shown in the table below. Participation is measured in millions of people and percentage of total U.S. population.

Activity	Participation (millions)	Percent of Population
Running, Jogging and Trail Running	63.8	21%
Hiking	57.8	19%
Freshwater, Saltwater and Flyfishing	54.7	18%
Road Biking, Mountain Biking and BMX	52.7	17.3%
Car, Backyard, Backpacking and RV Camping	47.9	15.8%

The table below detail the most popular outdoor activities in 2020 by reported personal income and age segment.

Interest Level	Under \$25,000	\$25,000-\$49,000	\$50,000-\$74,999	\$75,000-\$99,999	\$100,000+
1	Fishing	Fishing	Hiking	Hiking	Hiking
2	Hiking	Hiking	Fishing	Working Out w/ Weights	Working Out w/ Weights
3	Camping	Camping	Camping	Fishing	Yoga
4	Working Out w/ Weights	Working Out w/ Weights	Working Out w/ Weights	Cardio Fitness	Cardio Fitness
5	Yoga	Yoga	Cardio Fitness	Working Out w/ Machines	Working Out w/ Machines

Interest Level	Ages 6 - 12	Ages 13 - 17	Ages 18 - 24	Ages 25 - 34	Ages 35 - 44	Ages 45 - 54	Ages 55 - 64	Ages 6 5+
1	Basketball	Basketball	Running	Running	Hiking	Hiking	Hiking	Fishing
2	Soccer	Fishing	Yoga	Hiking	Yoga	Fishing	Fishing	Hiking
3	Fishing	Running	Hiking	Cardio Fitness	Camping	Working Out w/ Weights	Working Out w/ Weights	Working Out w/ Machines
4	Camping	Camping	Working Out w/ Weights	Yoga	Cardio Fitness	Camping	Working Out w/ Machines	Working Out w/ Weights
5	Baseball	Hiking	Cardio Fitness	Working Out w/ Weights	Working Out w/ Weights	Cardio Fitness	Cardio Fitness	Swimming Fitness

Youth / Teen / Young Adult Programming

Some of the national trends in youth programming are centered around both new technology and a new understanding of how children play, accessibility for all participants, and the role of parents within that space.

In terms of accessibility, interactive and sensory play has become much more important and widely available across parks and recreation agencies in the United States. Some of the national trends in interactive and sensory play include:

- *Nature Immersion: Partner with an educational farm or nature center to offer a full-day or half-day program where children play and learn in a natural environment, fostering connection with nature, sensory development, and gross motor skills.*
- *Sensory Play Oasis: Dedicate a designated park space or indoor room filled with various sensory experiences like light projections, textured surfaces, bubble blowers, and calming soundscapes for exploration and self-regulation.*
- *“Build Your Own Adventure Trail” - Create an interactive trail where children can use recycled materials and natural elements to build bridges, tunnels, and play structures, encouraging collaborative building and creative problem-solving.*

Many agencies are turning to technology to advance the way that participants play. This technology and play fusion, while costly, can allow an agency to become a leading competitor in a region by offering exclusive experiences based on technology that allows for new and improved playing. This includes:

- *Augmented Reality (AR) Scavenger Hunts: Facilitate the use of an AR app for families to explore designated parks or historical sites, encounter virtual creatures, or learn local history through interactive prompts.*

- *STEAM Play Zone: Combine science, technology, engineering, arts, and mathematics through interactive exhibits, robotics challenges, coding workshops, and creative STEAM-themed play spaces.*
- *Family Drone Coding and Piloting Workshops: Offer introductory workshops where families learn to code and control small drones in a fun and engaging way.*

Lastly, Intergenerational and Community-Oriented Programs are becoming more popular in and out of the Parks and Recreation space. Allowing for parents and grandparents to get involved in the way their children and grandchildren play is often the optimal method of ensuring repeat participation in programming. Some of the trends around this include:

- *“Grandparents and Grandkids Get Wild” Program: Organize nature walks, gardening workshops, or storytelling sessions where seniors share their knowledge and experiences with younger children, fostering intergenerational bonding and cultural exchange.*
- *“Junior Park Rangers” Program: Train older children as “junior park rangers” to assist park staff with tasks like trail maintenance, birdwatching surveys, or educational activities, promoting environmental stewardship and leadership skills.*
- *“Tiny Chefs” Cooking Classes: Partner with local farmers markets or restaurants to offer cooking classes for young children and their families, focusing on healthy ingredients, local agriculture, and basic culinary skills.*

Trends in Teen/Young Adult Programming

Posing a completely different challenge within itself, teen and young adult programming has seen evolving trends centered around finding ways to get participants in the door. Meeting this demographic in the middle can prove difficult; however, many agencies have worked to find a balance of what teens and young adults want to see within Parks and Recreation programming, including ideas like the following:

- *Entrepreneurship programming:*
 - » *Partner with local businesses and entrepreneurs to provide mentorship, resources, and workspace for teens interested in starting their own businesses.*
 - » *Offer workshops on business planning, marketing, finance, and legal aspects of starting a business.*
 - » *Organize pitch competitions and networking events for teens to connect with potential investors and collaborators.*
- *Maker Spaces:*
 - » *Provide access to instruction, technology, equipment, and supplies for different skilled trades including those that are technology, art and design, music, and carpentry focused through classes or workshops.*
 - » *Organize events and competitions that are challenged based for makers to display their skills.*
- *Mental Health & Wellness Initiatives:*
 - » *Partner with mental health professionals and organizations to offer workshops and resources on topics like stress management, anxiety reduction, and positive self-image.*
 - » *Create a peer support network and connect teens with mentors who have overcome similar challenges.*
 - » *Organize mindfulness workshops and yoga classes to promote mental well-being and relaxation.*
- *Media & Technology Academies:*
 - » *Partner with media professionals and technology companies to offer workshops and training in areas like video production, podcasting, social media management, and coding.*
 - » *Provide access to equipment and software for teens to create their own media projects and content.*

» *Organize contests to highlight teen talent and creativity.*

- *Environmental Stewardship Programs:*

- » *Partner with environmental organizations and local businesses to lead projects like tree planting, river cleanups, and sustainable gardening.*
- » *Offer educational workshops on environmental issues and sustainable practices.*
- » *Organize eco-tours and outdoor adventures to connect teens with nature and inspire environmental awareness.*

- *Arts & Culture Exchange Programs:*

- » *Partner with international organizations and local artists to offer cultural exchange programs and workshops for teens.*
- » *Provide opportunities for teens to learn about different cultures through art, music, dance, and language immersion.*
- » *Organize international exchange trips and cultural festivals to promote global understanding and collaboration.*
- » *Set up a recording studio for teens and young adults to learn to record music for themselves or a singing group. This can also be a space to learn to play an instrument.*

Arts and Culture Programming

Arts and cultural programs, especially for agencies serving a relatively diverse community, have seen an increased demand and importance over the past decade. Some recent trends in the field include: including ideas like the following:

- Youth Arts and Cultural Programming

- » Local universities or research institutions can help agencies to offer STEM-focused workshops, science demonstrations, or robot-building sessions led by scientists and engineers.
- » Museums and art galleries can allow agencies to offer interactive learning experiences for children within museum exhibits or organize art workshops based on current exhibitions.
- » Children's theatre companies can be partnered with to offer drama and theatre workshops led by professional actors and directors, fostering creativity and self-expression in young children.

- Young Adult Arts and Cultural Programming

- » Active & Creative Expression:
 - Collaborate with local sports teams and dance studios by offering fitness classes or sports programs with a creative twist, like dance aerobics or parkour training.
 - Partner with local organizations and nonprofits centered around the Arts to plan workshops on filmmaking, music production, or creative writing with renowned artists.
- » Civic Engagement & Leadership:
 - Work with Museums and local historic and cultural organizations to organize volunteer projects related to local history preservation or oral history documentation.
 - Connect with environmental organizations to build trails, plant trees, or conduct clean-up projects with teens, fostering environmental awareness and leadership skills.
- » Tech Innovation & Entrepreneurship:
 - Partner with universities or local businesses to offer workshops on coding, app development, or startup basics. Host competitions and connect teens with mentors.

- Adult and Senior Arts and Cultural Programming

- » Wellness & Fitness Adventures:

- Partner with yoga studios and outdoor outfitters to organize guided hikes or paddleboarding trips with yoga or mindfulness sessions incorporated.
- Collaborate with senior centers and health organizations to offer gentle exercise classes like chair yoga or water aerobics in community centers.

- » Lifelong Learning & Cultural Immersions:

- Work with local Community Theatres to organize acting workshops or host theater nights focusing on mature themes and historical periods.
- Connect with the local Orchestras to offer music appreciation classes or behind-the-scenes tours of the orchestra for active adults.

- » Intergenerational Activities & Mentorship:

- Partner with schools and youth organizations to organize workshops where active adults can share their skills and experiences with teens, like gardening or cooking classes.
- Connect with local historical societies or museums to develop programs where active adults can interview and record the stories of senior citizens, preserving local history and fostering intergenerational bonds.

PROGRAM STRATEGY ANALYSIS

Age Segment Analysis

For this report, an Age Segment Analysis was completed by Core Program Area, exhibiting an over-arching view of the age segments served by different program areas, and displaying any gaps in segments served. It is also useful to perform an Age Segment Analysis by individual programs to gain a more nuanced view of the Department’s programming data. The table below depicts each Core Program Area and the most prominent age segments they serve. Under each Core Program Area, a ‘P’ was indicated if that program serves a certain age segment as its Primary demographic or an ‘S’ as its Secondary demographic.

Age Segment Analysis						
Core Program Area	Preschool (5 and under)	Elementary (6-12)	Teens (13-17)	Adult (18+)	Senior (55+)	All Age Programs
Active Adult					P	
Adult Athletics				P		
Arts		P		S	S	
Educational		P		S	P	
General Fitness	S	S		P	P	
Inclusive / Adaptive	P	P	P			
Social Recreation					P	
STEM		P				
Travel					P	
Wellness		S	S	P	P	
Youth Sports	S	P				

Based on the age demographics of the Prosper community, current program offerings seem to be well-aligned with the community’s age profile. Prosper does a great job of having offerings for all ages, as well as offering programs for more specific age groups. With an upward-trending population of older adults and seniors, the Active Adult and Adult Athletics core program areas are crucial to serving those groups. Prosper also does well to serve younger populations with many core program areas, including Youth Sports, STEM, Arts, Educational, and a multitude of other programs.

The Department has also done a good job catering to the remainder of the community by ensuring all age segments have dedicated programming geared towards them; however, more work could be done in serving preschool and teen-age demographics. Moving forward, it is recommended that the Department continues introducing new programs with specific age demographics in mind to address any potential unmet needs in the future.

Staff should continue to monitor demographic shifts and program offerings to ensure that the needs of each age group are being met. It would be best practice to establish a plan including what age segment to target, establish messaging, identify which marketing method(s) to utilize, create a social media campaign, and determine what to measure for success before allocating resources towards a particular effort.

Program Lifecycle Analysis

A Program Lifecycle Analysis involves reviewing each program offered by the Department to determine the stage of growth or decline for each. This provides a way of informing strategic decisions about the overall mix of programs managed by the Department to ensure that an appropriate number of programs are “fresh” and that relatively few programs, if any, need to be discontinued. This analysis is not based on strict quantitative data, but rather, is based on staff members’ knowledge of their programs. The following table shows the percentage distribution of the various lifecycle categories of the Department’s programs. These percentages were obtained by dividing the number of programs in each individual stage with the total number of programs listed by staff members.

Lifecycle Analysis				
Stages	Description	Actual Programs Distribution		Recommended Distribution
Introduction	New program; modest participation	9%		
Take-Off	Rapid participation growth	16%	81%	50% - 60% Total
Growth	Moderate, but consistent participation growth	56%		
Mature	Slow participation growth	19%	19%	40%
Saturated	Minimal to no participation growth; extreme competition	0%		
Decline	Declining participation	0%	0%	0% - 10% Total
No-Go	Cancelled programs	0%		

Overall, the Lifecycle Analysis depicts a majority concentration of programs in their early lifecycle stages. Approximately 81% of all programs fall within the beginning stages (‘Introduction’, ‘Take-Off’, & ‘Growth’), with 56% of those programs being specifically in the Growth stage. It is recommended to have 50%-60% of all programs within these beginning stages as they provide the Department an avenue to energize its programmatic offerings, so the Department is well above the quota. These stages ensure the pipeline for new programs is there prior to programs transitioning into the ‘Mature’ stage, which, according to staff, 19% of all program offerings in Prosper fall. This stage anchors a program portfolio, and it is recommended to have roughly 40% of programs within this stage in order to achieve a stable foundation.

Additionally, none of the assessed programs are identified as being ‘Saturated’, ‘Declining’, or ‘No-Go’ (cancelled). It is a natural progression for programs to eventually transition into Saturation and Decline Stages. However, it is recommended to have just 0%-10% of programs in the ‘Declining’ stage and if programs begin to reach these stages rapidly, it could be an indication that the quality of the programs does not meet expectations, or that there is not as much of a demand for those programs. As programs enter the ‘Declining’ stage, they must be closely reviewed and evaluated for repositioning or elimination. When this occurs, the Department should modify these programs to begin a new lifecycle within the ‘Introduction’ stage or replace the existing programs with new programs based upon community needs and trends.

Staff should complete a Program Lifecycle Analysis on an annual basis and ensure that the percentage distribution closely aligns with desired performance. Furthermore, the Department could include annual performance measures for each Core Program Area to track participation growth, customer retention, and percentage of new programs as an incentive for innovation and alignment with community trends.

Program Classification

Conducting a classification of services analysis informs how each program serves the overall organization mission, the goals and objectives of each Core Program Area, and how the program should be funded regarding tax dollars and/or user fees and charges. How a program is classified can help to determine the most appropriate management, funding, and marketing strategies.

Program classifications are based on the degree to which the program provides a public benefit versus a private benefit. Public benefit can be described as everyone receiving the same level of benefit with equal access, whereas private benefit can be described as the user receiving exclusive benefit above what a general taxpayer receives for their personal benefit.

For this exercise, the Department used a classification method based on three categories: Essential Services, Important Services, and Value-Added Services. Where a program or service is classified depends upon alignment with the organizational mission, how the public perceives a program, legal mandates, financial sustainability, personal benefit, competition in the marketplace, and access by participants. The following graphic describes each of the three program classifications.

VALUE-ADDED SERVICES

Department Could Provide; with additional resources, it adds value to community, it supports Essential & Important Services, it is supported by the community, it generates income, has an individual benefit, can be supported by user fees, it enhances the community, and requires little to no subsidy.

IMPORTANT SERVICES

Department Should Provide; if it expands & enhances core services, is broadly supported & used, has conditional public support, there is a economic / social / environmental outcome to the community, has community importance, and needs moderate subsidy.

ESSENTIAL SERVICES

Department Must Provide; if it protects assets & infrastructure, is expected and supported, is a sound investment of public funds, is a broad public benefit, there is a negative impact if not provided, is part of the mission, and needs significant (or full) subsidy.

With assistance from staff, a classification of programs and services was conducted for all the recreation programs offered by the Department. The results presented in the following table represent the current classification distribution of recreation program services. Programs should be assigned cost recovery goal ranges within these overall categories.

Program Classification Distribution		
Essential	Important	Value-Added
0%	67%	33%

As the Department continues to evolve to better meet the community's needs, there could be an added benefit to managing the services if they all were classified according to the Cost Recovery Model for Sustainable Services depicted below.



Given the broad range of cost recovery goals (i.e., 0%-40% for Essential Services or 40%-80% for Important Services), it would be helpful to further distribute programs internally within sub-ranges of cost recovery as depicted above. This will allow for programs to fall within an overall service classification tier while still demonstrating a difference in expected/desired cost recovery goals based on a greater understanding of the program's goals (e.g., Pure Community Services versus Mostly Community Services or Community and Individual Mix versus Mostly Individual Mix).

Cost Recovery

Cost recovery targets should at least be identified for each Core Program Area at a minimum, and for specific programs or events when realistic. The identified Core Program Areas would serve as an effective breakdown for tracking cost recovery metrics including administrative costs. Theoretically, staff should review how programs are grouped for similar cost recovery and subsidy goals to determine if current practices still meet management outcomes.

Currently, the Department utilizes cost recovery in some, but not all core program areas. For example, while Youth Programs have developed cost recovery goals and tracked cost recovery metrics, other core program areas like Senior Services and Adult Sports do not have any goals, while other core program areas like Libraries are free by design.

Determining cost recovery performance and using it to make informed pricing decisions involves a three-step process:

1. Classify all programs and services based on the public or private benefit they provide (as completed in the previous section).
2. Conduct a Cost-of-Service Analysis to calculate the full cost of each program.
3. Establish a cost recovery percentage, through Department policy, for each program or program type based on the outcomes of the previous two steps and adjust program prices accordingly.

The following provides more details on steps 2 & 3.

Understanding the Full Cost of Service

To develop specific cost recovery targets, full cost of accounting needs to be created on each class or program that accurately calculates direct and indirect costs. Cost recovery goals are established once these numbers are in place, and the Department's program staff should be trained on this process. A Cost-of-Service Analysis should be conducted on each program, or program type, that accurately calculates direct (i.e., program-specific) and indirect (i.e., comprehensive, including administrative overhead) costs. Completing a Cost-of-Service Analysis not only helps determine the true and full cost of offering a program, but it also provides information that can be used to price programs based upon accurate delivery costs. The illustrates the common types of costs that must be accounted for in a Cost-of-Service Analysis.



The methodology for determining the total Cost-of-Service involves calculating the total cost for the activity, program, or service, then calculating the total revenue earned for that activity. Costs (and revenue) can also be derived on a per unit basis. Program or activity units may include:

- Number of participants
- Number of tasks performed
- Number of consumable units
- Number of service calls
- Number of events
- Required time for offering program/service

Agencies use Cost-of-Service Analyses to determine what financial resources are required to provide specific programs at specific levels of service. Results are used to determine and track cost recovery as well as to benchmark different programs provided by the Department between one another. Cost recovery goals are established once Cost-of-Service totals have been calculated. Program staff should be trained on the process of conducting a Cost-of-Service Analysis and the process should be undertaken on a regular basis.

Actual cost recovery can vary based on the Core Program Type, and even at the individual program level within a Core Program Area. Several variables can influence the cost recovery target, including lifecycle stage, demographic served, and perhaps most important, program classification. It is normal for programs within each Core Program Area to vary in price and subsidy level. The program mix within each Core Program Area will determine the cost recovery capabilities.

With approved cost recovery goals, annual tracking, and quality assurance, actual cost recovery will improve. Use the key performance indicator on the previous page and update it annually to include the cost recovery goal and the actual cost recovery achieved. Each Core Program Type can be benchmarked against itself on an annual basis.

Cost Recovery Best Practices

Cost recovery targets should reflect the degree to which a program provides a public versus individual good. Programs providing public benefits (i.e., Essential programs) should be subsidized more by the Department; programs providing individual benefits (i.e., Value-Added programs) should seek to recover costs and/or generate revenue for other services. To help plan and implement cost recovery policies, the consulting team has developed the following definitions to help classify specific programs within program areas.

- Essential programs category is critical to achieving the organizational mission and providing community-wide benefits and therefore, generally receive priority for tax-dollar subsidization.
- Important or Value-Added program classifications generally represent programs that receive lower priority for subsidization.
 - » Important programs contribute to the organizational mission but are not essential to it; therefore, cost recovery for these programs should be high (i.e., at least 80% overall).
 - » Value-Added programs are not critical to the mission and should be prevented from drawing upon limited public funding, so overall cost recovery for these programs should be near or more than 100%.

Pricing

Pricing strategies are another mechanism agencies can use to influence cost recovery. Overall, the degree to which the Department uses various pricing strategies is rather varied, with different areas of the Department utilizing different approaches to program pricing. However, pricing tactics are primarily concentrated in family/household status, by cost recovery goals, and by the customer’s ability to pay.

Currently, there are 6 Core Program Areas that share the largest variety of pricing strategies at 3 out of 10. These programs include Adult Athletics, Arts, Educational, STEM, Youth Sports, and Travel. Moving forward, the Department should consider implementing some additional strategies, when deemed appropriate, such as location rates or prime/non-prime time rates, as they are both valuable strategies when setting prices. However, it is important to know where the Department is currently having success in terms of pricing; while finding extra earned revenue is necessary, maintaining a good balance of program costs without creating a price barrier for lower income participants should remain a priority.

Staff should continue to monitor the effectiveness of the various pricing strategies they employ and adjust as necessary. It is also important to regularly monitor for local competitors as an increase in programming competition may alter program pricing. The table below details pricing methods currently in place by each Core Program Area and additional potential strategies to be implemented over time.

Pricing Strategies										
Core Program Area	Age Segment	Family / Household Status	Residency	Weekday/ Weekend	Prime / Non-Prime Time	Group Discounts	By Location	By Competition (Market Rate)	By Recover Goals	By Customer's Ability to Pay
Active Adult										X
Adult Athletics								X	X	X
Arts		X								X
Educational		X								X
General Fitness										X
Inclusive / Adaptive										X
Social Recreation										
STEM		X							X	X
Travel								X	X	X
Wellness									X	X
Youth Sports		X							X	X

Marketing and Promotion

When forming new and maintaining existing programs and services, utilizing effective marketing strategies is an integral step in securing appropriate and significant attendance and engagement from the community. Based on the feedback from staff of the Department, the table below illustrates the methods currently being used within each Core Program Area.

Pricing Strategies														
Strategies	Program Guide (print)	Program Guide (online)	Website	Phone Enabled Site	Social Media	Apps	Flyers / Brochures	Direct Mail	Email Blasts	PSA's	Paid Ads	Radio (paid or free)	TV (paid or free)	SMS / text Message Marketing
Present	X	X	X	X	X		X	X	X	X	X			
Not Present						X						X	X	X

The Department utilizes a broad range of marketing strategies to get the word out, including some strategies used across all core program areas (like the Department’s website, flyers and brochures, email blasts, and QR codes).

It should be noted that the Consultant Team observed Prosper’s Parks and Recreation Department is progressive in its marketing and promotions efforts, utilizing several strategies across a diverse set of media. Additionally, it is noted that the Department’s management of its social media platforms is consistent and a reliable avenue for increasing and maintaining program participation.

Program Strategy Recommendations

In general, the Department program staff should continue the cycle of evaluating programs on both individual merit as well as the program mix as a whole. This can be completed at one time on an annual basis, or in batches at key seasonal points of the year, as long as each program is checked once per year. The following tools and strategies can help facilitate this evaluation process:

Mini Business Plans

The consulting team recommends that Mini Business Plans (2-3 pages) for each Core Program Area be updated on a yearly basis. These plans should evaluate the Core Program Area based on meeting the outcomes desired for participants, cost recovery, percentage of the market and business controls, Cost-of-Service, pricing strategy for the next year, and marketing strategies that are to be implemented. If developed regularly and consistently, they can be effective tools for budget construction and justification processes in addition to marketing and communication tools.

Program Development & Decision-Making Matrix

When developing program plans and strategies, it is useful to consider all of the Core Program Areas and individual program analysis discussed in this Program Assessment. Lifecycle, Age Segment, Classification, and Cost Recovery Goals should all be tracked, and this information, along with the latest demographic trends and community input, should be factors that lead to program decision-making. Community input can help staff focus in on specific program areas to develop new opportunities for various target markets including the best marketing methods to use.

A simple, easy-to-use tool similar to the figure below will help compare programs and prioritize resources using multiple data points, rather than relying solely on cost recovery. In addition, this analysis will help staff make an informed, objective case to the public when a program in decline, but beloved by a few, is retired. If the program/service is determined to have strong priority, appropriate cost recovery, good age segment appeal, good partnership potential, and strong market conditions the next step is to determine the marketing methods by completing a similar exercise as the one seen below.

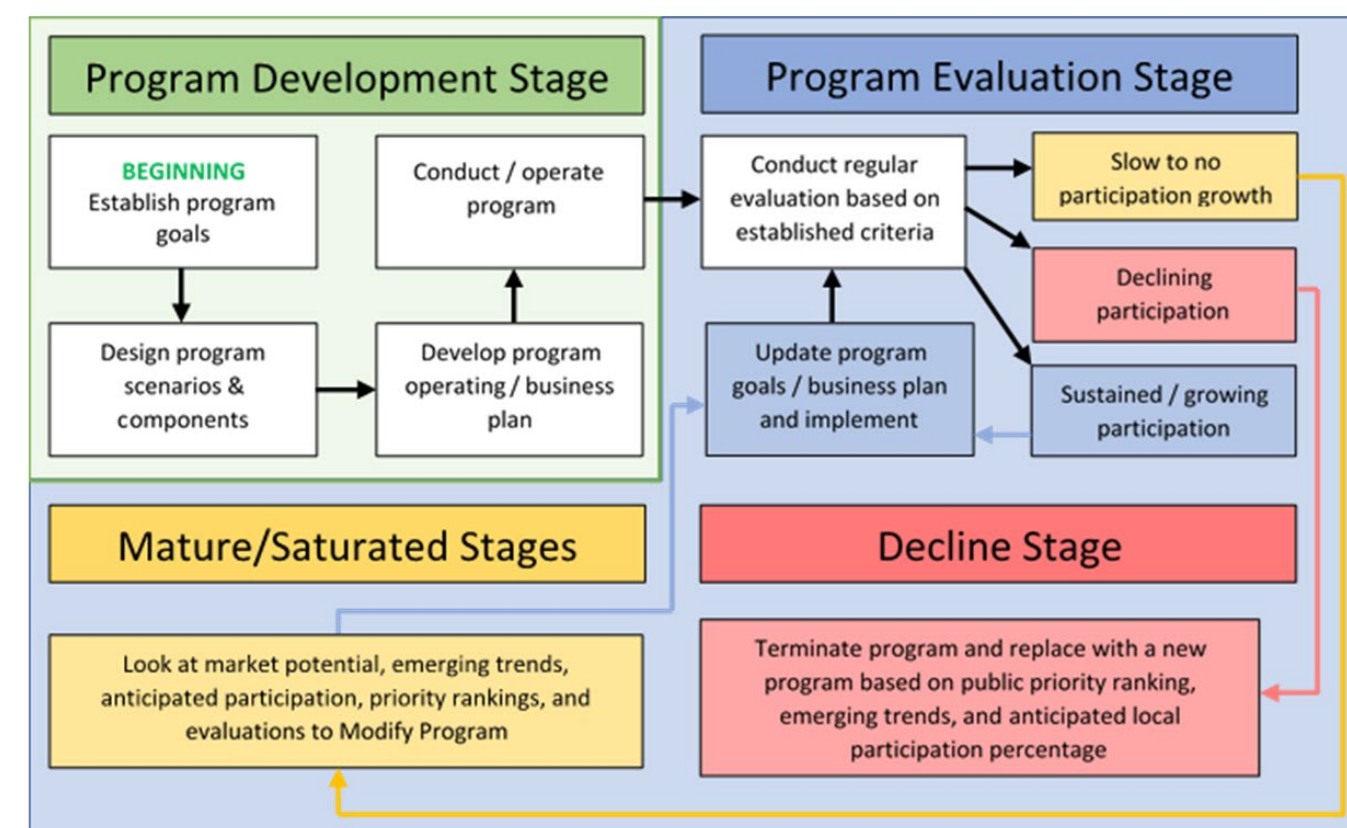
Marketing & Promotion Methods				Internal Factors			
Program Idea (Name or Concept): _____				Priority Ranking: High Medium Low			
Marketing Methods				Program Area: Core Non-core			
Activity Guide	Content Developed	Contact Information	Start Date	Classification: Essential Important Discretionary			
Website				Cost Recovery Range: 0-40% 60-80% 80+%			
Newspaper Article				Age Segment: Primary Secondary			
Radio				Sponsorship/Partnership			
Social Media				Potential Partnerships: Monetary Volunteers Partner Skill Location/Space			
Flyers - Public Places				Potential Sponsors: Monetary Volunteers Sponsor Skill Location/Space			
Newspaper Ad				Market Competition			
Email Notification				Number of Competitors: _____			
Event Website				Competitiveness: High Medium Low			
School Flyer/Newsletter				Growth Potential: High Low			
Television							
Digital Sign							
Friends & Neighbors Groups							
Staff Promotion @ Events							



Program Evaluation Cycle (with Lifecycle Stages)

Using the Age Segment and Lifecycle analysis, and other established criteria, program staff should evaluate programs on an annual basis to determine program mix. This can be incorporated into the Program Operating/Business Plan process. A diagram of the program evaluation cycle and program lifecycle is found in the figure below. During the Introductory Stages, program staff should establish program goals, design program scenarios and components, and develop the program operating/business plan. Regular program evaluations will help determine the future of a program.

If participation levels are still growing, continue to provide the program. When participation growth is slowing (or non-existent) or competition increases, staff should look at modifying the program to re-energize the customers to participate. When program participation is consistently declining, staff should terminate the program and replace it with a new program based on the public's priority ranking and/or program areas that are trending nationally/locally, while taking into consideration the anticipated local participation percentage.





NEEDS ASSESSMENT

8



Focus Group Meetings (2)
March 27, 2024

Citizen Survey
1,540 Respondents

Needs Assessment

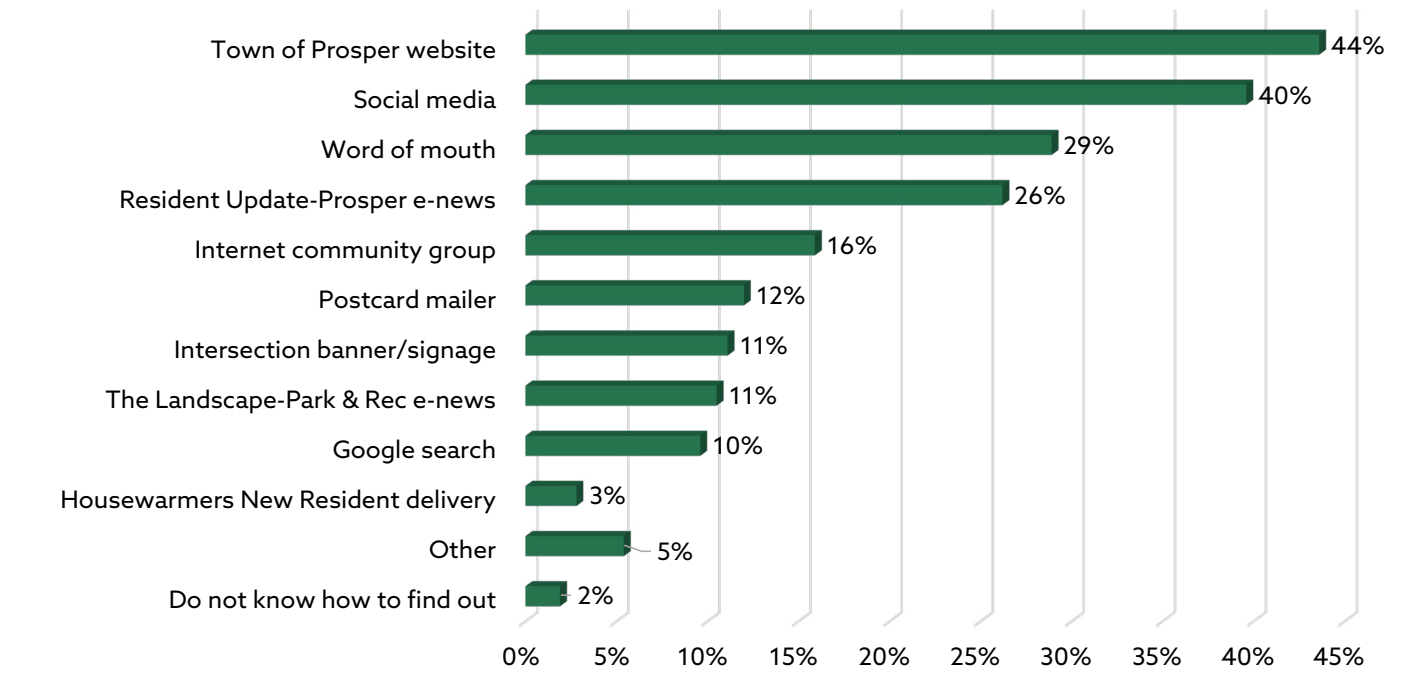
National Service Research (NSR) completed a comprehensive research study for the Town of Prosper as part of the Comprehensive Parks, Recreation & Open Space Master Plan. An important aspect of the Master Plan was to conduct a demand and needs assessment which involved citizen input. The purpose of the needs assessment study was to provide a foundation for the Master Plan that will provide guidance based upon citizen needs and priorities. NSR worked closely with Dunaway Associates and the Town of Prosper staff throughout the research process.

In order to complete this study effort, National Service Research and Dunaway conducted two Focus Group meetings on March 27, 2024. A summary of these discussions are included herein. The survey sampling plan included mailed postcards to 4,000 household addresses. The postcard message directed residents to the online survey. The survey was posted on the Prosper website and various social media sites. Postcards were mailed April 16, 2024. The survey opened April 16 and closed May 19, 2024.

A total of 1,540 respondents completed the entire survey. All questions were optional to answer, therefore, the number of respondents varied on each question from 1,976 to 1,540. The margin of error of this sample size at a 95% confidence level is plus or minus 2.6%. The Town of Prosper has approximately 15,000 households, therefore, 10% of the households completed a survey.

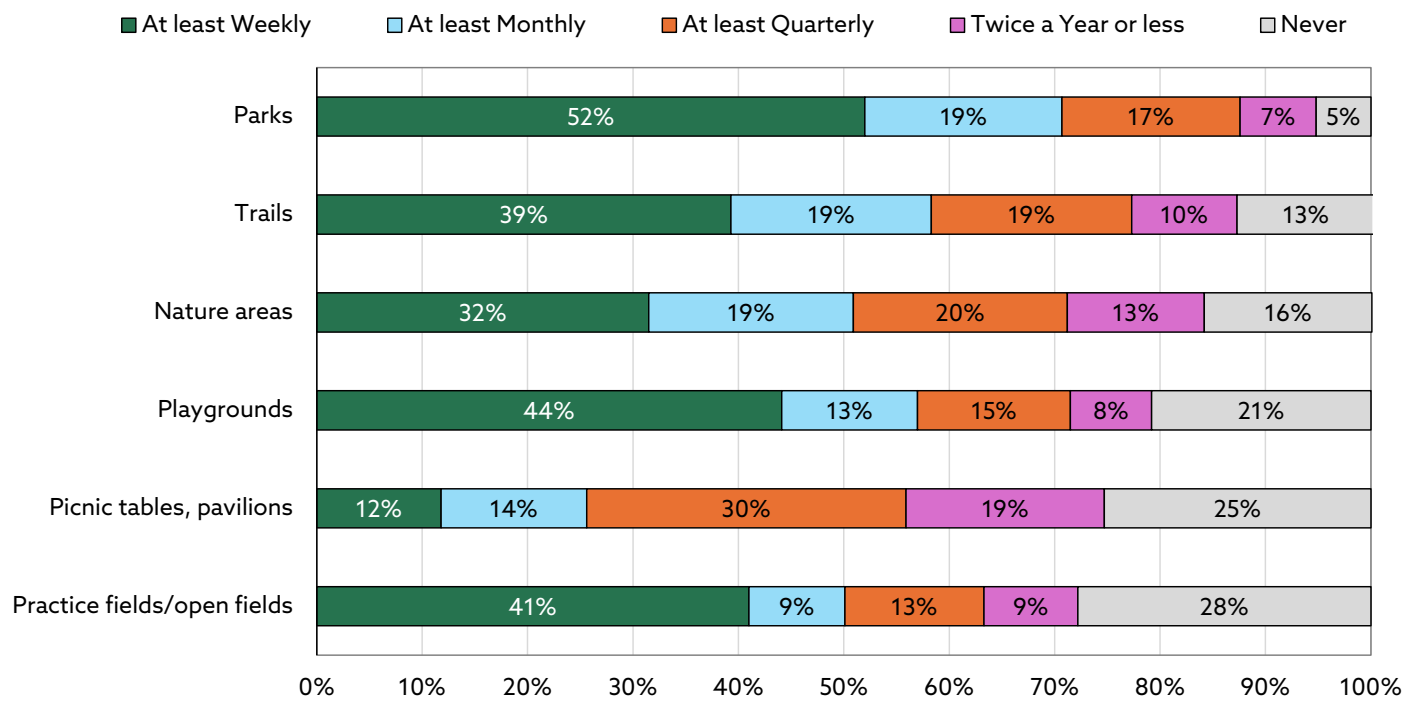
AWARENESS OF PARKS, RECREATION FACILITIES AND RECREATION PROGRAMS IN PROSPER

44% of survey respondents find out about parks, recreation facilities and programs through the Town of Prosper website and 40% through social media.



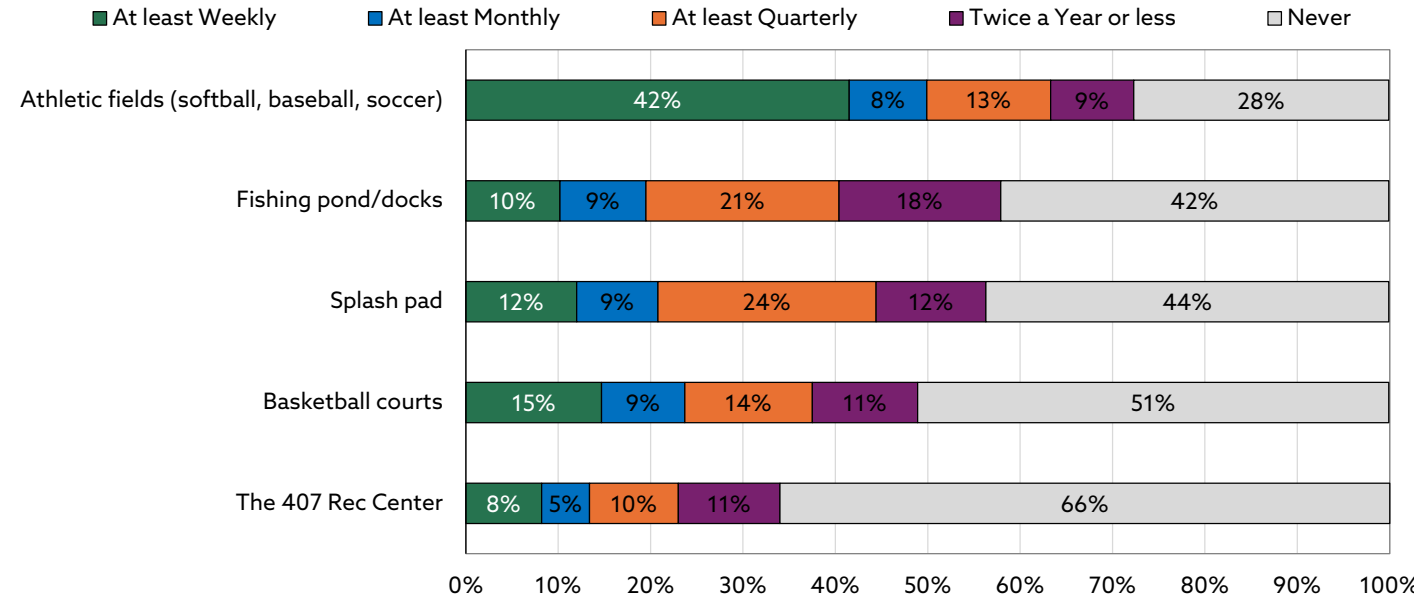
FREQUENCY OF USE - TOWN OF PROSPER FACILITIES

This chart depicts the most frequently used park facilities in Prosper.



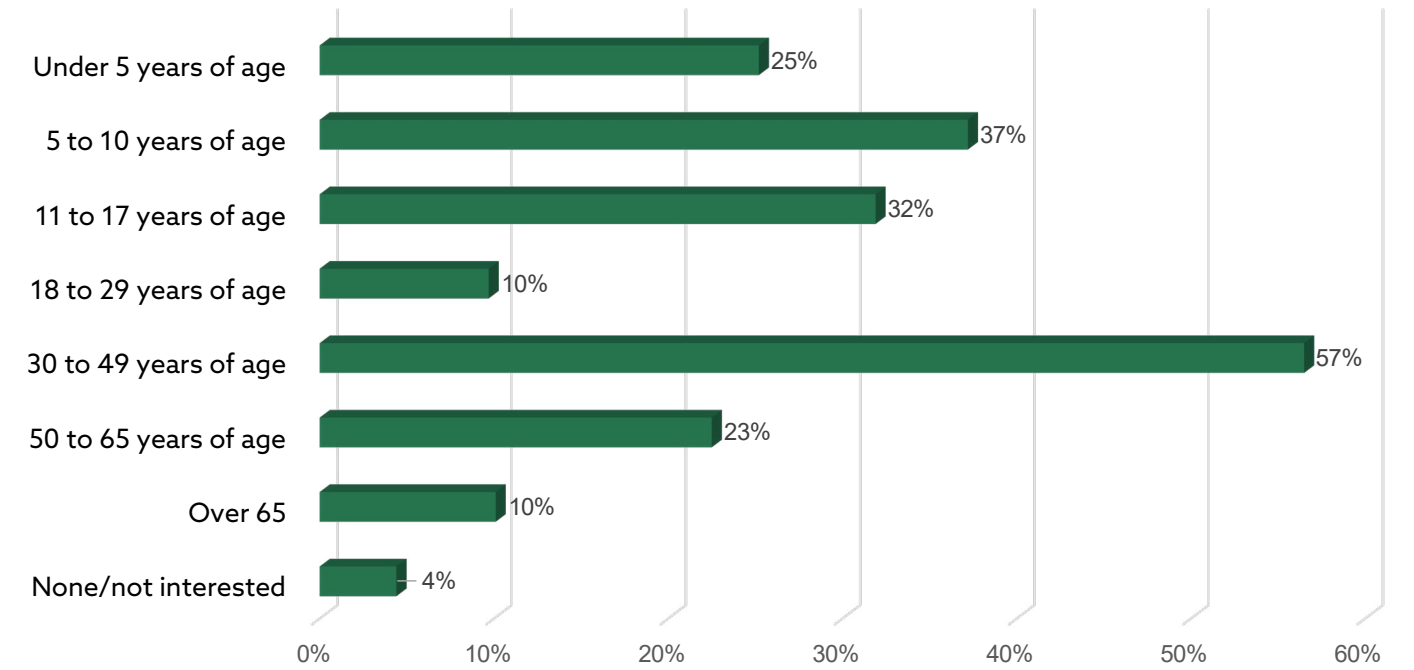
FREQUENCY OF USE - TOWN OF PROSPER FACILITIES

This chart depicts facilities used by 34% to 72% of respondents.



AGE GROUPS INTERESTED IN TOWN OF PROSPER RECREATION OR LEISURE PROGRAMS

All age groups have interest in participating in a Town of Prosper recreation or leisure program. 57% of respondents 30 to 49 years of age have interest in a recreation or leisure program in Prosper.



PROGRAMS OF INTEREST

These are the programs household members would be most interested in participating.

Program/Event	%
Art / Music / Food Festivals	48
Pickleball	43
Nature / Outdoor Programs	39
Youth Sports	35
Soccer	33
Tennis	33
Youth Programs / Camps	32
Active Adult Programs - Free	32
Family Programs	32
Aquatic Programs	31
Health / Wellness Groups	30
STEM Programs	29
Races (5K, 10K, etc.)	29
Basketball	27
Arts & Crafts Programs	27
Music / Dance Programs	26
Biking / Cycling Programs	26
Adult Sports Leagues	25
Sand Volleyball	23
Parent / Child Programs	23
Fishing	22
Cricket	20
Pilates	20
Climbing Wall	20

Program/Event	%
Teen Programs / Camps	20
Preschool/Toddler Programs	19
Active Adult Programs - Paid	18
Active Adult Events	18
Baseball	18
Badminton	17
Football	17
Multicultural Events	16
Archery	13
Cornhole Tournaments	13
Disc Golf	12
Active Adult Day Trips	12
Softball	10
Skateboarding	8
Esport Programs	7
Horseshoes	6
Lacrosse	5
Adaptive / Special needs Programs	4
Rugby	1
Other	6
None / Not Interested	1

PROSPER PARK FACILITY PRIORITIES

The mean score is a weighted calculation of the 4, 3, 2,1 scores excluding the no opinion responses. The priority rank lists the respondents (top three summed together) most important facilities or amenities.

Facility	4 - Very Important	3	2	1 - Not Important	No Opinion	Mean Score
Add Shade to Park Playgrounds	70	16	8	5	1	3.53
Additional Hike, Bike, Walk Trails	63	20	10	5	2	3.43
Additional Trail Connections Throughout Prosper	60	20	10	7	2	3.37
Open Spaces / Natural Spaces	58	22	13	5	1	3.36
Multipurpose Recreation Center	55	19	13	9	4	3.25
Playgrounds	54	20	15	8	2	3.23
Indoor Athletic Complex (for active sports, no meeting rooms)	50	22	14	10	4	3.17
Aquatic Center	45	20	16	15	4	2.98
Picnic Areas / Pavilions	34	30	25	9	2	2.92
Water Features (fishing ponds, fountains, etc.)	32	25	27	13	3	2.78
Sprayground	34	21	19	21	4	2.70
Leisure Outdoor Swimming Pool	35	17	18	27	4	2.62
Performing Arts Center	27	24	22	22	5	2.60
Amphitheater	24	26	25	20	5	2.56
Dog Park	25	17	22	29	7	2.41
Outdoor Exercise Equipment in Parks and Along Trails	25	19	23	29	4	2.41
Nature Surface Trails, Tracks (for BMX, Pump Track, etc.)	20	17	21	33	9	2.25
Skate Park	12	14	22	44	9	1.94
Disc Golf	9	13	21	45	11	1.84

PROSPER ATHLETIC / SPORT PRIORITIES

In order to help direct future departmental actions for Prosper, these are the athletic/sport priorities that respondents felt were most important.

Facility	4 - Very Important	3	2	1 - Not Important	No Opinion	Mean Score
Pickleball	34	23	20	17	6	2.79
Soccer Fields	32	23	19	18	8	2.76
Practice Athletic Fields	30	24	20	17	9	2.73
Tennis Courts	30	24	22	17	7	2.71
Basketball Courts	24	25	22	20	9	2.58
Baseball Fields	21	20	24	24	11	2.44
Sand Volleyball Courts	18	21	24	27	10	2.33
Football Fields	18	20	24	29	9	2.29
Softball Fields	15	19	24	28	14	2.24
Racquetball Courts	11	15	24	38	12	1.99
Cricket Fields	20	5	13	49	13	1.96
Archery Range	11	15	22	40	12	1.95
Skate Park	11	14	20	45	10	1.90
Lacrosse Fields	5	12	25	42	16	1.77
Esports	6	8	14	50	22	1.64
Rugby Fields	2	5	18	57	17	1.43

PROSPER FUTURE INDOOR FACILITY AMENITY PRIORITIES

If Prosper were to build a future indoor facility, these are the amenities respondents felt were most important, listed in rank order.

Program/Event	4 - Very Important	3	2	1 - Not Important	No Opinion	Mean Score
Basketball, Pickleball, Tennis, Badminton Spaces	62	20	10	6	2	3.40
Exercise, Fitness Area, Group Class Area	62	19	10	8	1	3.35
Connecting Trails to the Facility	52	23	13	9	3	3.21
Outdoor Aquatics Adjacent to Recreation Center	51	22	13	11	3	3.16
Indoor Aquatics (lap lanes, splashpad, activity pool)	50	19	14	13	4	3.11
Indoor Play Area for All Abilities	44	24	17	10	5	3.07
Space for Teens & Programs	42	28	17	10	3	3.06
Indoor Walking, Jogging Track	45	24	14	15	2	3.00
Space for Young Children & Programs	43	24	18	12	3	3.00
Space for Seniors & Programs	35	26	20	14	5	2.87
Childcare (infant, toddler, youth spaces)	28	20	21	25	6	2.56
Multiuse Space for Events, Banquets	24	23	21	25	7	2.49
Interactive Features	18	20	23	24	15	2.36
Gymnastics Area	14	20	27	30	9	2.21
Dry Sauna	21	15	17	39	8	2.19
Dance Studio	16	18	24	33	8	2.19
Meeting Rooms	12	12	24	46	6	1.91

FUNDING PRIORITIES

Respondents ranked “develop new parks and facilities” and “develop new trails and trail connections” as their top two funding priorities.

Program/Event	4 - Very Important	3	2	1 - Not Important	No Opinion	Mean Score
Develop New Parks and Facilities	54	27	13	5	1	3.31
Develop New Hike, Bike, Walk, Jog Trails and Trail Connections	53	23	13	9	2	3.24
Acquire Land for Open Space, Natural Areas	52	22	15	9	2	3.20
Build a Multipurpose Recreation Center	46	23	17	12	2	3.05
Enhance Park Maintenance	33	32	24	7	3	2.94
Build an Aquatic Center and/or Natatorium	37	21	17	22	3	2.75
Provide Additional Recreation Programs, Classes	25	31	25	16	3	2.68
Renovate Existing Parks and Facilities	22	29	32	14	2	2.61
Provide Special Events	17	24	27	28	4	2.32

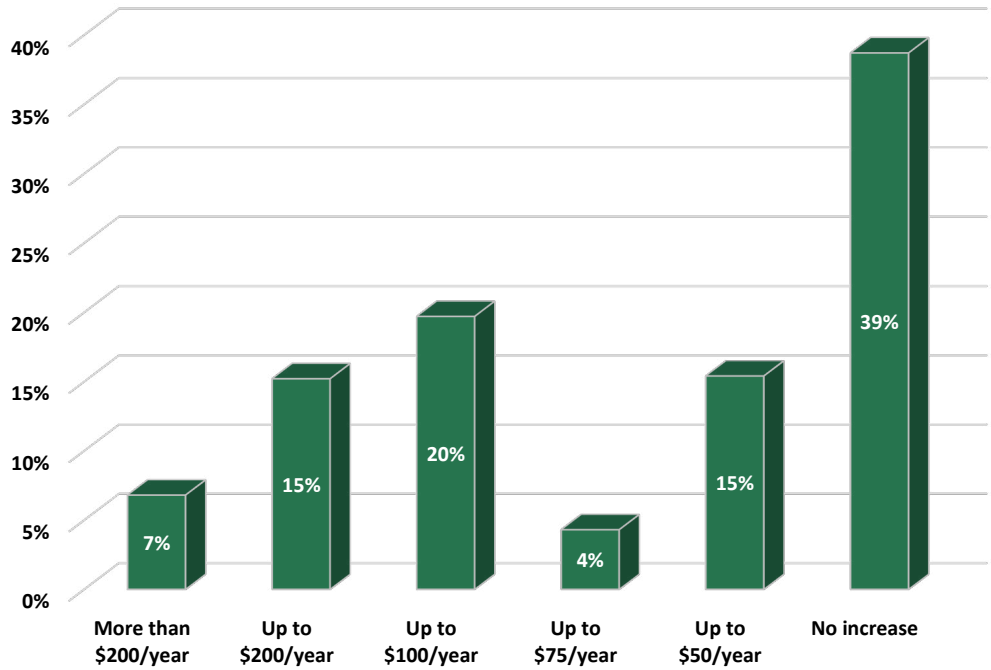
FUNDING OPTIONS - SUPPORT

Respondents had strong support for sponsorships and increased park improvement fees for developers as a funding strategy to pay for developing and maintaining park and recreation facilities/amenities.

Program/Event	4 - Very Important	3	2	1 - Not Important	No Opinion	Mean Score
Sponsorships (private contributions for programs, supplies, equipment, etc.)	59	24	10	5	2	3.39
Increased Park Improvement Fees for Developers	46	27	15	8	4	3.16
Voter Approved Bond Programs	40	24	19	14	3	2.92
Increased User Fees	28	29	21	21	1	2.65
Increased Property Taxes	5	6	15	71	3	1.42

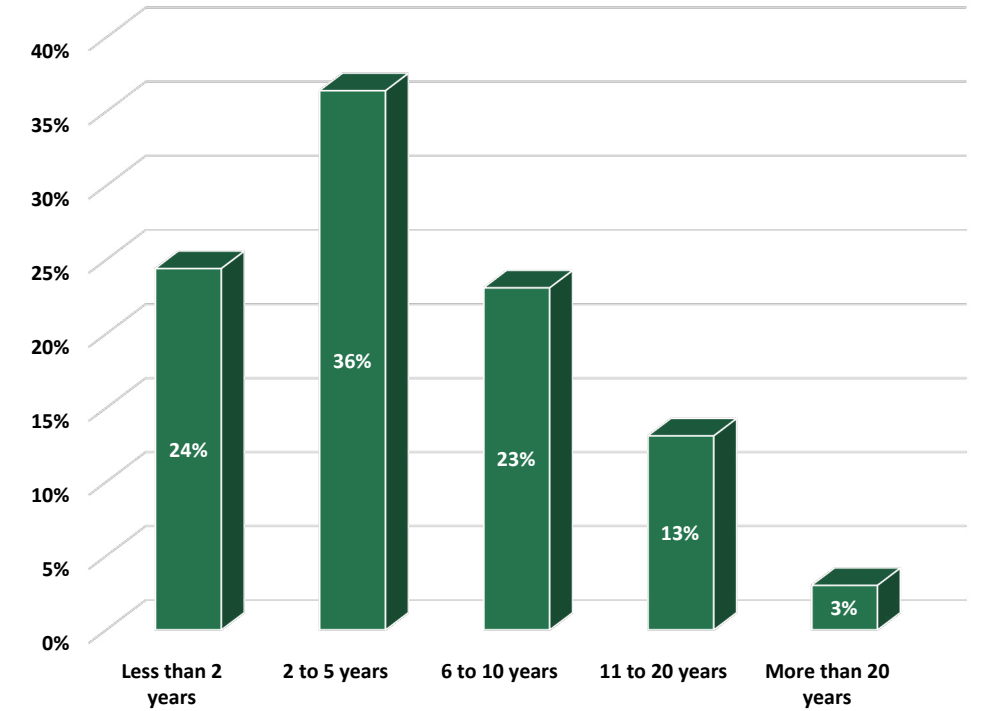
WILLING TO PAY

61% of respondents are willing to pay additional property taxes annually to help fund the improvement priorities suggested in this survey.



HOW LONG HAVE YOU BEEN A RESIDENT OF PROSPER?

The mean years respondents have lived in Prosper is 5.4 years.





PRIORITY RANKINGS

8



Priority Rankings

Setting clear priorities for the park system is essential to creating a practical Master Plan. This approach helps Town leaders understand the importance of annual budgeting and the strategies necessary to meet the needs of the Prosper community. The priorities presented here are based on a comprehensive evaluation of existing resources and input from a citizen survey, with the priorities ranked according to the community's most pressing needs.

Citizen Survey
Town Parks & Recreation Department
Park Board
Dunaway Team

Higher Priorities
Moderate Priorities
Lower Priorities

RANKING PROCESS

After completing the citizen survey during the needs assessment phase, a structured method for ranking priorities was employed. This process incorporated insights from the citizen survey, Town Parks and Recreation Department Staff, Park Board, and the Dunaway team, with the following weighted values assigned:

Citizen Input / Survey Results (55%)

Reflecting the specific needs and requests of the Prosper community gathered from the citizen survey.

Town Parks and Recreation Department Staff (15%)

Based on the insights of park staff regarding recreation programs and resource demands.

Park Board (15%)

Addressing the specific needs as recognized by the Park Board related to recreation programs and resource demands.

Dunaway Team (15%)

Offering recommendations based on the Dunaway planning team’s assessment of Prosper’s unique needs, current park resources, demographic profile, and future recreational demands.

The resulting priority rankings are categorized into three groups: High Priority, Moderate Priority, and Lower Priority. A summary of these priorities for Prosper can be found in the table on the following page.

Rank	Priorities	Higher	Moderate	Lower
1	Additional Trail Connections Throughout Prosper	•		
2	Additional Hike / Bike / Walk / Jog / Run Trails	•		
3	Multipurpose / Multigenerational Recreation Center	•		
4	Add Shade to Park Playgrounds	•		
5	Open Spaces / Natural Areas	•		
6	Picnic Areas / Pavilions	•		
7	Playgrounds	•		
8	Indoor Athletic Complex (for Active Sports)		•	
9	Sprayground / Water Splashpads		•	
10	Water Features (Fishing Pond, Fountains)		•	
11	Aquatic Center		•	
12	Dog Park		•	
13	Amphitheater		•	
14	Natural Surface Trails / Tracks (for BMX, Pump Track, etc.)			•
15	Leisure Outdoor Swimming Pool			•
16	Performing Arts Center			•
17	Outdoor Exercise Equipment in Parks and/or Along Trails			•
18	Disc Golf			•
19	Skate Park			•



In anticipation for a future multigenerational recreation center, citizens were asked to rank amenities they felt to be most important. The following are the results in rank order:

Rank	Priorities	High
1	Exercise, Fitness Area, Group Class Area	•
2	Basketball, Pickleball, Tennis, Badminton Spaces	•
3	Outdoor Aquatics Adjacent to Recreation Center	•
4	Indoor Aquatics (lap lanes, splashpad, activity pool)	•
5	Indoor Walking, Jogging Track	•
6	Connecting Trails to the Facility	•
7	Space for Young Children & Programs	•
8	Space for Teens & Programs	•
9	Indoor Play Area for All Abilities	•
10	Multiuse Space for Events, Banquets	•
11	Space for Seniors & Programs	•
12	Childcare (infant, toddler, youth spaces)	•
13	Dry Sauna	•
14	Meeting Rooms	•
15	Gymnastics Area	•
16	Dance Studio	•
17	Interactive Features	•

IMPLEMENTATION PLAN

9



Funding Sources

- Town of Prosper
- Private Organizations
- Grants
- Partnerships

High Priorities

- Additional Trail Connections
- Additional Hike / Bike / Jog / Run Trails
- Multipurpose / Multigenerational Recreation Center
- Add Shade to Park Playgrounds
- Open Spaces / Natural Areas
- Picnic Pavilions
- Playgrounds

Implementation Plan

OVERVIEW

The Town of Prosper is well-positioned for continuing to develop a balanced park system that enhances the quality of life for both residents and visitors. To successfully implement this Master Plan, the Town can be creative in securing funding to implement the Action Plan.

The following pages outline various funding sources that can supplement the Town’s financial resources, along with an Action Plan to guide annual budgeting and facility development. Town staff should evaluate the annual accomplishments to track progress and adjust priorities in response to evolving community needs.

PROPOSED ACTION PLAN

The Proposed Action Plan outlines a clear path for addressing high-priority park facility needs and identifies potential funding sources for future improvements. It is recommended that Town leaders implement the plan in coordination with other departments and conduct annual evaluations to track progress. As funding becomes available, the project schedule can be adjusted at the Town’s discretion to accelerate certain initiatives. This flexibility will enable the Town to advance projects as needed and create opportunities to allocate resources toward long-term improvements.

FUNDING SOURCES

One of the biggest challenges for Town leaders in implementing the Action Plan will be prioritizing new capital dollars for needed park renovations, expansions, and new amenities. To add to the town’s available financial resources, Prosper has an opportunity to pursue a wide range of other sources that would help fund the various capital improvements as outlined. Some of the funding sources described on the following pages can be part of a holistic strategy by Town leaders.

ADVERTISING

This funding source comes from the sale of advertising on park and recreation related items such as the Town’s program guide, on scoreboards, and other visible products or services.

CORPORATE SPONSORSHIPS

This funding source comes from corporations that invest in the development or enhancement of new or existing facilities. Sponsorships are also successfully used for special programs and events.

FEES / CHARGES

This funding source comes from fees for use of a facility or participation in a Town sponsored recreational program.

FOUNDATIONS / GIFTS

This funding source comes from tax-exempt organizations who give donations for specific facilities, activities, or programs. These may include capital campaigns, fundraisers, endowments, sales of items, etc.

FRIENDS ASSOCIATIONS

This funding source comes from friends groups that raise money typically for a single focus priority. This may include a park facility or program that will better the community they live in.

GENERAL FUND

This funding source is the primary means in providing for annual capital programs, improvements, and infrastructure upgrades.

GENERAL OBLIGATION BONDS

This funding source comes from bond programs approved by the citizens for capital improvements within the parks system.

GRANTS - TPWD OUTDOOR PROGRAM

This funding source comes from grants for the acquisition & development of outdoor recreational facilities.

GRANTS - TPWD RECREATIONAL TRAILS PROGRAM

This funding source comes from grants for the development of new trails or trail extensions.

GRANTS - TRANSPORTATION ENHANCEMENT (TXDOT)

This funding source comes from grants for the development of new trails or trail extensions.

HOTEL / MOTEL FUNDS

This funding source comes from taxes accrued for local hotels and motels in Prosper.

INTERLOCAL AGREEMENTS

This funding source comes from contractual agreements with other local units of government for the joint-use of indoor or outdoor recreational facilities.

IRREVOCABLE TRUSTS

This funding source comes from individuals who leave a portion of their wealth for a trust fund. The fund grows over a period of time and is available for the Town to use a portion of the interest to support specific park facilities as designated by the trustee.

NAMING RIGHTS

This funding source comes from leasing or selling naming rights for new indoor facilities or signature parks.

PARK DEDICATION FEE

This funding source comes from private developers who give land for public parks. This may include land along drainage corridors that can be developed for greenbelts & trails.



PARK IMPROVEMENT FEES

This funding source comes from fees assessed for the development of residential properties with the proceeds to be used for parks and recreation purposes.

PARTNERSHIPS

This funding source comes from public/public, public/private, and public/not-for-profit partnerships.

PERMITS (SPECIAL USE PERMITS)

This funding source comes from allowing other parties to use specific park property that involves financial gain. The Town either receives a set amount of money or a percentage of the gross from the service that is being provided.

PRIVATE DONATIONS

This funding source comes from private party contributions including funds, equipment, art, and in-kind services.

RESERVATIONS

This funding source comes from revenue generated from reservations of parks and facilities. The reservation rates are fixed and apply to group shelters, meeting rooms, and sports fields.

REVENUE BONDS

This funding source comes from bonds used for capital projects that will generate revenue for debt service where fees can be set aside to support repayment of the bond.

SALES / 4B TAX (½ CENT)

This funding source comes from a voter approved sales tax that goes toward parks & recreational improvements.

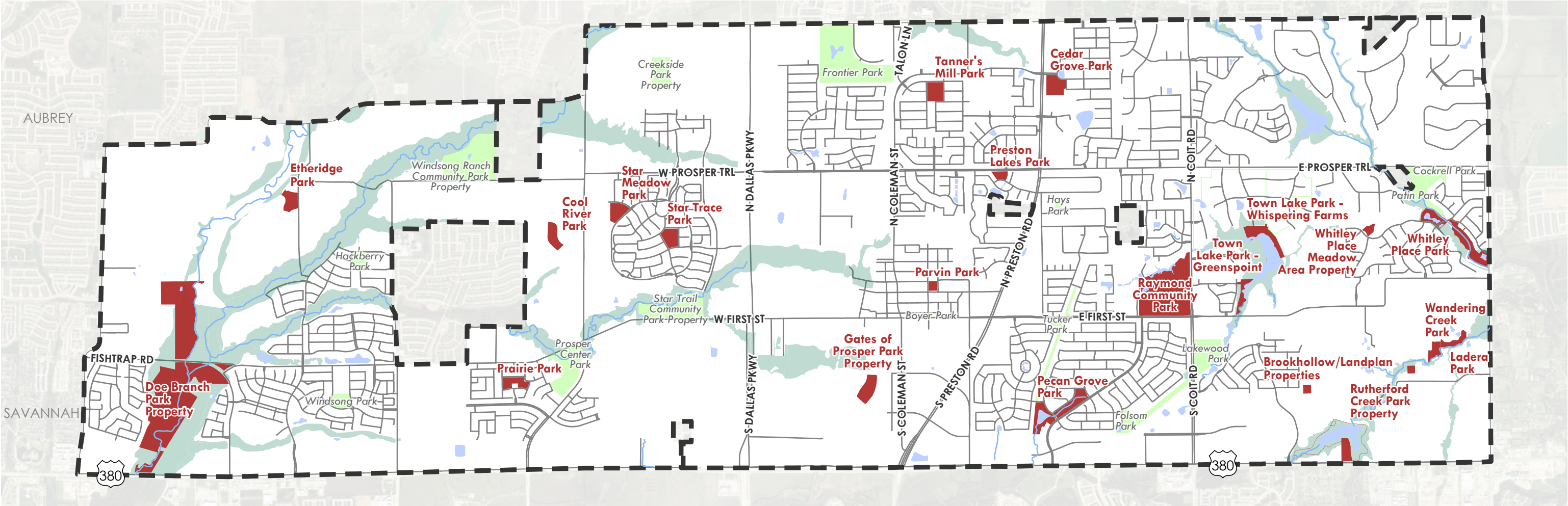
SPECIAL FUNDRAISERS

This funding source comes from annual fundraising efforts to help toward specific programs and capital projects.

VOLUNTEERISM / IN-KIND DONATIONS

This funding source provides indirect revenue support when groups or individuals donate time to help construct specific park improvements (signs, playgrounds, nature trails, etc.)

HIGHER PRIORITIES BY PARKS



Additional Hike / Bike / Jog / Run Trails

- Parvin Park
- Pecan Grove Park
- Star Trace Park
- Town Lake Park - Whispering Farms
- Brookhollow/Landplan Properties
- Doe Branch Park Property
- Ladera Park
- Raymond Community Park
- Rutherford Creek Park Property
- Cool River Park

Add Shade to Park Playgrounds

- Etheridge Park
- Gates of Prosper Park Property
- Prairie Park
- Preston Lakes Park
- Star Meadow Park
- Star Trace Park
- Tanner's Mill Park
- Raymond Community Park
- Rutherford Creek Park Property
- Cool River Park

Open Spaces / Natural Areas

- Cedar Grove Park
- Etheridge Park
- Town Lake Park - Greenspoint
- Town Lake Park - Whispering Farms
- Whitley Place Park
- Brookhollow/Landplan Properties
- Doe Branch Park Property
- Raymond Community Park
- Rutherford Creek Park Property
- Cool River Park
- Wandering Creek Park
- Whitley Place Meadow Area Property

Picnic Areas / Pavilions

- Cedar Grove Park
- Etheridge Park
- Gates of Prosper Park Property
- Parvin Park
- Pecan Grove Park
- Preston Lakes Park
- Star Meadow Park
- Star Trace Park
- Tanner's Mill Park
- Brookhollow/Landplan Properties
- Doe Branch Park Property
- Raymond Community Park
- Rutherford Creek Park Property
- Cool River Park
- Whitley Place Meadow Area Property

Playgrounds

- Cedar Grove Park
- Etheridge Park
- Gates of Prosper Park Property
- Parvin Park
- Brookhollow/Landplan Properties
- Raymond Community Park
- Rutherford Creek Park Property
- Cool River Park

IMPLEMENTATION PLAN

(Possible locations as noted: pending future funding and budgets)

Higher Priority Items			Existing Park Facility Locations																											Future Park Facility Locations														
Action Plan Item		Budget Ranges	Boyer Park	Cedar Grove Park	Chapel Hill Hike & Bike	Cockrell Park	Etheridge Park	Folsom Park	Frontier Park	Gates of Prosper Park Property	Hackberry Park	Hays Park	Lakes of La Cima Hike & Bike Trail Area (East)	Lakes of La Cima Hike & Bike Trail Area (West)	Lakewood Park	Parvin Park	Patin Park	Pecan Grove Park	Prairie Park	Preston Lakes Park	Prosper Center Park	Star Meadow Park	Star Trace Park	Tanner's Mill Park	Town Lake Park - Greenspoint	Town Lake Park - Whispering Farms	Tucker Park	Whispering Farms Hike & Bike Area	Whitley Place Park	Windsong Park	Brookhollow/Landplan Properties	Cool River Park	Creekside Park Property	Doe Branch Park Property	Ladera Park	Raymond Community Park	Rutherford Creek Park Property	Star Trail Community Park Property	Wandering Creek Park	Whitley Place Meadow Area Property	Windsong Ranch Community Park Property			
1	Additional Trail Connections Throughout Prosper	\$550,000 - \$1,000,000 per mile																																										
2	Additional Hike / Bike / Jog / Run Trails	\$550,000 - \$1,000,000 per mile														✓		✓					✓			✓						✓	✓		✓	✓	✓	✓						
3	Multipurpose / Multigenerational Recreation Center	Varies																																										
4	Add Shade to Park Playgrounds	\$75,000 - \$150,000 range					✓			✓									✓	✓		✓	✓	✓								✓				✓	✓							
5	Open Spaces / Natural Areas	Varies		✓			✓																		✓	✓			✓			✓	✓		✓		✓	✓		✓	✓			
6	Picnic Areas / Pavilions	\$100,000 - \$250,000		✓			✓			✓						✓		✓		✓		✓	✓	✓								✓	✓		✓		✓	✓			✓			
7	Playgrounds	\$450,000 - \$650,000		✓			✓			✓						✓																	✓	✓				✓	✓					

IMPLEMENTATION PLAN
(Possible locations as noted: pending future funding and budgets)

MODERATE PRIORITY ITEMS		PARK FACILITY LOCATIONS																				FUTURE PARK FACILITY LOCATIONS																						
ACTION PLAN ITEM		Budget Ranges		Boyer Park	Cedar Grove Park	Chapel Hill Hike & Bike	Cockrell Park	Etheridge Park	Folsom Park	Frontier Park	Gates of Prosper Park Property	Hackberry Park	Hays Park	Lakes of La Cima Hike & Bike Trail Area (East)	Lakes of La Cima Hike & Bike Trail Area (West)	Lakewood Park	Parvin Park	Patin Park	Pecan Grove Park	Prairie Park	Preston Lakes Park	Prosper Center Park	Star Meadow Park	Star Trace Park	Tanner's Mill Park	Town Lake Park - Greenspoint	Town Lake Park - Whispering Farms	Tucker Park	Whispering Farms Hike & Bike Area	Whitley Place Park	Windsong Park	Brookhollow/Landplan Properties	Cool River Park	Creekside Park Property	Doe Branch Park Property	Ladera Park	Raymond Community Park	Rutherford Creek Park Property	Star Trail Community Park Property	Wandering Creek Park	Whitley Place Meadow Area Property	Windsong Ranch Community Park Property		
8	Indoor Athletic Complex (for active sports)	Varies																																										
9	Sprayground / Water Splashpads	\$750,000 - \$1,500,000																							✓							✓												
10	Water Features (Fishing Pond, Fountains)	Varies																	✓																		✓	✓						
11	Aquatic Center	Varies																																										
12	Dog Park	\$5000,000- \$1,000,000																																					✓					
13	Amphitheater	Varies									✓																											✓						

IMPLEMENTATION PLAN
(Possible locations as noted: pending future funding and budgets)

Lower Priority Items		Park Facility Locations																								Future Park Facility Locations																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																					
																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																															</

(Budget ranges are estimates and subject to change.)

			ACTION ITEM	BUDGET RANGE
HIGHER PRIORITIES	1		Additional Trail Connections Throughout Prosper	\$550,000 - \$1,000,000 per mile
	2		Additional Hike / Bike / Walk / Jog / Run Trails	\$550,000 - \$1,000,000 per mile
	3		Multipurpose / Multigenerational Recreation Center	Varies
	4		Add Shade to Park Playgrounds	\$75,000 - \$150,000 range
	5		Open Spaces / Natural Areas	Varies
	6		Picnic Areas / Pavilions	\$100,000 - \$250,000
	7		Playgrounds	\$450,000 - \$650,000
MODERATE PRIORITIES	8		Indoor Athletic Complex (for Active Sports)	Varies
	9		Sprayground / Water Splashpads	\$750,000 - \$1,500,000
	10		Water Features (Fishing Pond, Fountains)	Varies
	11		Aquatic Center	Varies
	12		Dog Park	\$5000,000- \$1,000,000
	13		Amphitheater	Varies
LOWER PRIORITIES	14		Natural Surface Trails / Tracks (for BMX, Pump Track, etc.)	\$400,000 - \$5000,000 per mile
	15		Leisure Outdoor Swimming Pool	Varies
	16		Performing Arts Center	Varies
	17		Outdoor Exercise Equipment in Parks and/or Along Trails	\$7,500 - \$15,000 each
	18		Disc Golf	\$20,000 - \$30,000
	19		Skate Park	Varies

FUNDING SOURCES																									
Advertising	Corporate Sponsorships	Fees / Charges	Foundation / Gifts	Friends Associations	General Fund	General Obligation Bonds	Grants - TPWD Outdoor Program	Grants - TPWD Recreational Trails Program	Grants - Transportation Enhancement (TXDOT)	Grants - Transportation Enhancement	Hotel / Motel Funds	Interlocal Agreements	Irrevocable Trust	Naming Rights	Park Dedication Fee	Park Improvements Fee	Partnerships	Permits (Special Use Permits)	Private Donations	Reservations	Revenue Bonds	Sales 4B Tax (1/2 Cent)	Special Fundraisers	Tax Incremental Financing (TIF)	Volunteerism / In-Kind Donations
	o		o	o	o	o	o	o	o	o	o	o		o			o		o		o	o			o
	o		o	o	o	o	o	o	o	o	o	o		o			o		o		o	o			o
	o				o	o								o					o		o	o			
o	o		o	o	o	o	o							o			o		o		o	o	o		
	o	o	o		o	o	o							o	o	o	o		o		o	o			
o	o		o	o	o	o	o					o		o				o	o		o	o			
o	o		o	o	o	o	o					o		o				o	o		o	o		o	
	o		o	o	o	o					o			o	o	o	o		o	o			o		
	o		o	o	o	o								o	o	o	o		o		o	o			o
o	o	o	o		o	o						o		o				o	o					o	
	o				o	o								o					o		o	o	o		
o	o		o	o	o	o	o	o	o							o	o	o				o	o		o
	o		o	o	o	o	o										o	o						o	
o	o		o		o	o								o	o	o	o		o				o		

INDOOR RECREATION RECOMMENDATIONS

The Town of Prosper is rapidly growing and has done well in developing parks and outdoor recreation amenities to meet the needs of the community over the last several years. Continued outdoor park development will be required in future years as noted in the needs assessment of this master plan. Beyond outdoor amenities, the type of recreational assets that are not currently present in Prosper are sufficient indoor facilities to meet community needs. This is a natural evolution of the growing parks and recreation system as indoor facilities are typically very expensive to design, construct and operate. It is to be expected this element of the Town’s parks and recreation system be slower to be developed.

As discovered through the various forms of community engagement in this planning process, the time has come for the Town of Prosper to more intentionally explore the development of indoor recreation facilities that represent a balance of meeting community needs and the resources available within the Town to afford these facilities. This will likely require a phased approach which should be taken into consideration for siting and facility design.

Indoor Recreation Center

Based on a thorough assessment of community needs and the current inventory of parks and recreation assets in Prosper, the following priorities emerged. Note that the #2 and #3 priorities out of the top five are related to indoor recreation facilities.

- 1. Additional hike, bike and walk trails
- 2. Multipurpose recreation center
- 3. Indoor athletic complex (for active sports, no meeting rooms)
- 4. Additional trail connections throughout Prosper
- 5. Playgrounds

Additionally, indoor recreation amenities were further evaluated with the community and more specific priorities were identified. These are outlined in the table below.

		Priority Rank
1	Exercise, Fitness Area, Group Class Area	•
2	Basketball, Pickleball, Tennis, Badminton Spaces	•
3	Outdoor Aquatics Adjacent to Recreation Center	•
4	Indoor Aquatics (lap lanes, splashpad, activity pool)	•
5	Indoor Walking, Jogging Track	•
6	Connecting Trails to the Facility	•
7	Space for Young Children & Programs	•
8	Space for Teens & Programs	•
9	Indoor Play Area for All Abilities	•
10	Multiuse Space for Events, Banquets	•

These findings suggest that a modest-sized (40,000 - 50,000 sf.), multipurpose recreation center should initially include the following amenities that also are reasonably efficient to operate:

- 1. Fitness area and studio space: A small fitness area with free weights, and weight and exercise machines would be highly utilized, as well as 2-3 studios in which fitness and dance classes can be conducted.
- 2. Multipurpose indoor courts (basketball, pickleball, badminton): It is recommended that the initial facility have a total of two (2) full-sized basketball courts for these multiple use opportunities.
- 3. Indoor walking/jogging track: These are highly valued amenities in indoor recreation centers and can be incorporated on a second floor around and within the gym space.
- 4. Multipurpose rooms: It is recommended to include a small number (2-3) of multipurpose classroom spaces that are versatile in size configurations. This would be multiple rooms that could be expanded into a larger room for more diverse uses by the Department and the community.
- 5. Administrative, storage and common areas: Any facility should have sufficient space for administrative offices and equipment and supply storage. Additionally, thoughtfully designed common areas such as an entry foyer and game area would be equally important.

It would be optimal if this is a facility in which phased expansion can be possible in future years. Those expansions could include but not be limited to:

- Indoor/outdoor aquatic facilities
- Expanded gym space
- Expanded fitness and studio space
- Indoor playground
- Indoor sport courts
- Indoor athletic fields

These developments should only be considered when the Department and Town has the financial capacity to not only make these capital investments but also to operate them.

APPENDIX



10



Appendix

Focus Groups Meeting Notes	184
Citizen Survey Instrument	186
Citizen Survey Postcard	193

TOWN OF PROSPER - PARKS, RECREATION & OPEN SPACE MASTER PLAN

5:30PM/7PM FOCUS GROUP NOTES - MARCH 27, 2024

5:30pm Notes – 9 participants Special needs, inclusive facilities, P.I.P surfacing, unified sports (Hope Park)

- Softball baseball
 - » Facility needs – game play artificial turf, HOA parks for practice, equal needs
 - » Programming needs – all seasons, age groups, etc.
 - » Public restroom use for practices
- Expand trail network plus connections
 - » Add rest stops, trees, outdoor fitness along trails
- Indoor recreation
 - » Multipurpose, multigenerational
 - » Exercise areas
 - » Basketball gym
 - » Aquatics
 - » Meeting rooms
 - » Like Frisco Athletic Center
- Sand volleyball
- Tennis, pickleball courts
- Litter control – create culture of care for public spaces
- Ages 5 and under – facilities beyond Frontier or larger community parks
 - » Shade over playgrounds
 - » Natural areas – off leash areas (Erwin Park in McKinney example)
 - » Skate park
 - » Pump track
 - » Adult sports leagues
 - » Festival space, events, concerts
 - » Town Lake access, improvements

7pm Notes – 13 participants

- Sand volleyball
- Pickleball
- Performance stage – outdoor and indoor
- Pavilion – outdoor event space – movies, symphonies, etc.
- More football facilities
- More baseball facilities
- Smaller fields for youth
- Skatepark
- Cricket
- Badminton
- CTE/Maker space
- Arts & Culture Center
- Large Prosper events done very well – 2 per year – music, shopping, parking logistics
- Recreation/Community Center
 - » After school youth programs
 - » Like Frisco Athletic Center
 - » Multipurpose/multigenerational
 - » Basketball, pickleball, volleyball spaces
 - » Workspaces
 - » Meeting spaces
 - » Pool/aquatics/competition
 - » Water park/recreational water
 - » Splash pads
 - » Multiuse space – events, banquets, dances for 150+ people, flexible space/rentals
- Expand trail network connections
- Farmers Market
- Joya Park – Farmers Branch and The Lawn – Little Elm – Examples
- Small Botanic Garden space
- Tennis courts
- Miniature golf
- More downtown activities

CITIZEN SURVEY INSTRUMENT



Dear Resident,

The Town of Prosper is currently updating your Parks, Recreation & Open Space Master Plan and we need your help by filling out this survey! Your input will help guide our parks and recreation planning efforts for the next 5 to 10 years. Please take a few minutes to complete this important survey. Your answers will remain anonymous. Please complete one survey per household.

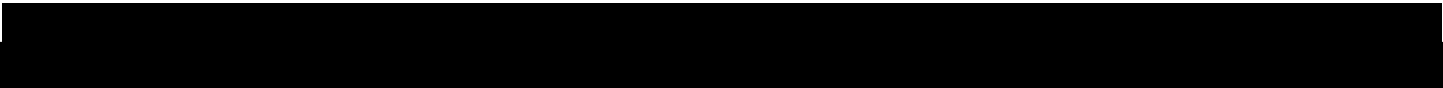
Thank you for taking time to participate in this important survey effort.

Sincerely,

Dan Baker, Director of Parks and Recreation, Town of Prosper

Town of Prosper Park System Overview

The Town of Prosper has 634 acres of park land, 52 miles of trails, nature areas, nineteen playgrounds, a splash pad, fishing ponds/docks, lighted soccer, baseball & softball fields, backstops, multipurpose fields, as well as basketball courts, several picnic pavilions, and picnic tables.



1. How do you find out about parks, recreation facilities and recreation programs in the Town of Prosper? (Check all that apply)

- ☐ Town of Prosper website – prospertx.gov
- ☐ Postcard mailer
- ☐ Word of mouth / friend
- ☐ The Landscape – Park & Rec monthly e-news
- ☐ Intersection banner / signage
- ☐ Google search
- ☐ Resident Update – Town of Prosper weekly e-news
- ☐ Housewarmers New Resident delivery
- ☐ Other_____
- ☐ Social media (Facebook, Instagram, Twitter)
- ☐ Internet community group
- ☐ Don’t know

2. How often do you or other household members use or visit the park facilities listed below in the Town of Prosper?

Frequency of Use (Check ONE answer for each)	At least once a week	At least once a month	Several times per year	Once a year or less	Never Don’t use
Parks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trails	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Natural areas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Playgrounds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Athletic fields (softball, baseball, soccer)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Practice fields/open fields	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Basketball courts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Splash pad	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fishing pond/docks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Picnic tables/pavilions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The 407 Rec Center	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

3. Which age groups in your household would be interested in participating in a Town of Prosper Recreation or Leisure Program? (Check all that apply)

- ☐ Under 5 years of age
- ☐ 11 to 17
- ☐ 30 to 49
- ☐ Over 65
- ☐ 6 to 10
- ☐ 18 to 29
- ☐ 50 to 65
- ☐ None

4. Which of these would you and your household members (of any age) be MOST INTERESTED in participating?

(Check all that apply)

ACTIVITIES, EVENTS AND PROGRAMS OF MOST INTEREST			
01 <input type="checkbox"/> Baseball	13 <input type="checkbox"/> Skateboarding	25 <input type="checkbox"/> Teen programs/camps	37 <input type="checkbox"/> Music/dance programs
02 <input type="checkbox"/> Basketball	14 <input type="checkbox"/> Sand Volleyball	26 <input type="checkbox"/> E-sport programs	38 <input type="checkbox"/> Health/wellness programs
03 <input type="checkbox"/> Softball	15 <input type="checkbox"/> Pickleball	27 <input type="checkbox"/> Youth sports	39 <input type="checkbox"/> Aquatic programs
04 <input type="checkbox"/> Soccer	16 <input type="checkbox"/> Races (5K, 10K, etc.)	28 <input type="checkbox"/> Youth programs/camps	40 <input type="checkbox"/> STEM programs
05 <input type="checkbox"/> Football	17 <input type="checkbox"/> Adult sports leagues	29 <input type="checkbox"/> Parent/child programs	41 <input type="checkbox"/> Multi-cultural events
06 <input type="checkbox"/> Tennis	18 <input type="checkbox"/> Biking/cycling programs	30 <input type="checkbox"/> Family programs	42 <input type="checkbox"/> Nature/outdoor programs
07 <input type="checkbox"/> Horseshoes	19 <input type="checkbox"/> Disc golf	31 <input type="checkbox"/> Active adult programs-free	43 <input type="checkbox"/> Adaptive/special needs programs
08 <input type="checkbox"/> Cricket	20 <input type="checkbox"/> Rugby	32 <input type="checkbox"/> Active adult programs-paid	44 <input type="checkbox"/> Other
09 <input type="checkbox"/> Lacrosse	21 <input type="checkbox"/> Climbing wall	33 <input type="checkbox"/> Active adult day trips	45 <input type="checkbox"/> None/not interested
10 <input type="checkbox"/> Archery	22 <input type="checkbox"/> Cornhole tournaments	34 <input type="checkbox"/> Active adult events	
11 <input type="checkbox"/> Badminton	23 <input type="checkbox"/> Fishing	35 <input type="checkbox"/> Art/music/food festivals	
12 <input type="checkbox"/> Pilates	24 <input type="checkbox"/> Preschool/toddler programs	36 <input type="checkbox"/> Arts & crafts programs	

5a. Prosper Parks and Recreation Department is establishing priorities to help direct future departmental actions. How important is it for Prosper to consider adding or expanding the facilities listed below?

(Rate EACH facility on a scale from 1 to 4 with 4 being very important and 1 being not important)

	4 - Very	3 -	2 -	1 - Not	No opinion/
	Important			Important	Not familiar
A – Multipurpose/multigenerational recreation center.....	4.....	3.....	2.....	1.....	<input type="checkbox"/>
B – Amphitheater	4.....	3.....	2.....	1.....	<input type="checkbox"/>
C – Aquatic Center.....	4.....	3.....	2.....	1.....	<input type="checkbox"/>
D – Leisure outdoor swimming pool	4.....	3.....	2.....	1.....	<input type="checkbox"/>
E – Spray ground/water splash pads.....	4.....	3.....	2.....	1.....	<input type="checkbox"/>
F – Disc Golf	4.....	3.....	2.....	1.....	<input type="checkbox"/>
G – Dog Park.....	4.....	3.....	2.....	1.....	<input type="checkbox"/>
H – Additional trail connections throughout Prosper	4.....	3.....	2.....	1.....	<input type="checkbox"/>
I – Additional hike/bike/walk/jog/run trails	4.....	3.....	2.....	1.....	<input type="checkbox"/>
J – Skate park	4.....	3.....	2.....	1.....	<input type="checkbox"/>
K – Natural surface trails/tracks (for BMX, pump track, etc.)	4.....	3.....	2.....	1.....	<input type="checkbox"/>
L – Open spaces/natural areas.....	4.....	3.....	2.....	1.....	<input type="checkbox"/>
M – Outdoor exercise equipment in parks and/or along trails	4.....	3.....	2.....	1.....	<input type="checkbox"/>
N – Picnic areas/pavilions.....	4.....	3.....	2.....	1.....	<input type="checkbox"/>
O – Playgrounds.....	4.....	3.....	2.....	1.....	<input type="checkbox"/>
P – Add shade to park playgrounds.....	4.....	3.....	2.....	1.....	<input type="checkbox"/>
Q – Indoor athletic complex (for active sports, no meeting rooms or classrooms)	4.....	3.....	2.....	1.....	<input type="checkbox"/>
R – Water features (fishing ponds, fountains, etc.).....	4.....	3.....	2.....	1.....	<input type="checkbox"/>
S – Performing arts center.....	4.....	3.....	2.....	1.....	<input type="checkbox"/>
T – Other needs (.....)	4.....	3.....	2.....	1.....	<input type="checkbox"/>

5b. Which **THREE** facilities/amenities above are the **MOST** important to you for the Parks and Recreation Department to focus on within the next five years? (Write in the letter to the left of the facility in the blanks) 1st _____ 2nd _____ 3rd _____

6a. Prosper Parks and Recreation Department is establishing **athletic/sport** priorities to help direct future departmental actions. How important is it for Prosper to consider adding the athletic/sport facilities listed below?

(Rate EACH facility on a scale from 1 to 4 with 4 being very important and 1 being not important)

	4 - Very	3 -	2 -	1 - Not	No opinion/
	Important			Important	Not familiar
A – Softball fields	4.....	3.....	2.....	1.....	<input type="checkbox"/>
B – Soccer fields.....	4.....	3.....	2.....	1.....	<input type="checkbox"/>
C – Tennis courts	4.....	3.....	2.....	1.....	<input type="checkbox"/>
D – Football fields.....	4.....	3.....	2.....	1.....	<input type="checkbox"/>
E – Pickleball courts.....	4.....	3.....	2.....	1.....	<input type="checkbox"/>
F – Baseball fields	4.....	3.....	2.....	1.....	<input type="checkbox"/>
G – Basketball courts	4.....	3.....	2.....	1.....	<input type="checkbox"/>
H – Skate park (skateboarding, BMX, pump track).....	4.....	3.....	2.....	1.....	<input type="checkbox"/>
I – Lacrosse fields.....	4.....	3.....	2.....	1.....	<input type="checkbox"/>
J – Practice athletic fields.....	4.....	3.....	2.....	1.....	<input type="checkbox"/>
K – Racquetball courts	4.....	3.....	2.....	1.....	<input type="checkbox"/>
L – Cricket fields.....	4.....	3.....	2.....	1.....	<input type="checkbox"/>
M – Rugby fields	4.....	3.....	2.....	1.....	<input type="checkbox"/>
N – Sand volleyball courts.....	4.....	3.....	2.....	1.....	<input type="checkbox"/>
O – Archery Range.....	4.....	3.....	3.....	1.....	<input type="checkbox"/>
P – E-sports	4.....	3.....	3.....	1.....	<input type="checkbox"/>
Q – Other athletic needs (.....)	4.....	3.....	3.....	1.....	<input type="checkbox"/>

6b. Which **THREE ATHLETIC** facilities above are the **MOST** important to you for the Parks and Recreation Department to focus on within the next five years? (Write in the letter to the left of the facility in the blanks) 1st _____ 2nd _____ 3rd _____

7a. If the Town of Prosper were to build a FUTURE INDOOR FACILITY, how important is it for Prosper to consider including the amenities listed below? (Rate EACH facility on a scale from 1 to 4 with 4 being very important and 1 being not important)

	4 - Very Important	3 - Important	2 - Somewhat Important	1 - Not Important	No opinion/Not familiar
A – Exercise/fitness area/group fitness class area.....	4	3	2	1	<input type="checkbox"/>
B – Basketball, pickleball, tennis, badminton spaces.....	4	3	2	1	<input type="checkbox"/>
C – Meeting rooms.....	4	3	2	1	<input type="checkbox"/>
D – Childcare (infant, toddler, youth spaces).....	4	3	2	1	<input type="checkbox"/>
E – Space for young children & programs.....	4	3	2	1	<input type="checkbox"/>
F – Space for teens & programs.....	4	3	2	1	<input type="checkbox"/>
G – Space for seniors & programs.....	4	3	2	1	<input type="checkbox"/>
H – Indoor play area for all abilities.....	4	3	2	1	<input type="checkbox"/>
I – Indoor walking/jogging track.....	4	3	2	1	<input type="checkbox"/>
J – Dry sauna.....	4	3	2	1	<input type="checkbox"/>
K – Dance studio.....	4	3	2	1	<input type="checkbox"/>
L – Indoor aquatics (lap lanes, splash pad, activity pool).....	4	3	2	1	<input type="checkbox"/>
M – Outdoor aquatics adjacent to recreation center (water park, play structures, pavilion rentals, lap lanes, lazy river, splash pad, concession areas.....	4	3	2	1	<input type="checkbox"/>
N – Interactive features.....	4	3	2	1	<input type="checkbox"/>
O – Gymnastics area.....	4	3	2	1	<input type="checkbox"/>
P – Multiuse space for events, banquets, dances, etc.....	4	3	2	1	<input type="checkbox"/>
Q – Connecting trails to the facility.....	4	3	2	1	<input type="checkbox"/>
R – Other (.....)	4	3	2	1	<input type="checkbox"/>

7b. Which THREE INDOOR facilities above are the MOST important to you if a future indoor facility were built in Prosper? (Write in the letter to the left of the facility in the blanks) 1st 2nd 3rd

8. To assist the Town of Prosper in developing future funding priorities, rank how you feel the funding should be prioritized.

(Rate EACH on a scale from 1 to 4 with 4 being a TOP PRIORITY and 1 being a LOW PRIORITY.)

	Top Priority	Low Priority	No opinion/Not familiar		
A – Enhance park maintenance.....	4	3	2	1	<input type="checkbox"/>
B – Provide additional recreation programs/classes.....	4	3	2	1	<input type="checkbox"/>
C – Build a multipurpose/multigenerational recreation center.....	4	3	2	1	<input type="checkbox"/>
D – Renovate existing parks and facilities.....	4	3	2	1	<input type="checkbox"/>
E – Develop new parks and facilities.....	4	3	2	1	<input type="checkbox"/>
F – Acquire land for open space, natural areas.....	4	3	2	1	<input type="checkbox"/>
G – Develop new hike/bike/walk/jog trails & trail connections.....	4	3	2	1	<input type="checkbox"/>
H – Provide special events.....	4	3	2	1	<input type="checkbox"/>
I – Build an Aquatic Center and/or natatorium.....	4	3	2	1	<input type="checkbox"/>

9. In order to develop and maintain the park and recreation facilities/amenities you have suggested herein, how strongly would you support EACH of the funding options listed below.

(Rate EACH option on a scale from 1 to 4 with 4 being strong support and 1 being low support.)

	Strong Support	Low Support	No opinion/Not Familiar		
Increased user fees (paying a fee to use a facility/program).....	4	3	2	1	<input type="checkbox"/>
Sponsorships (private contributions for programs, supplies, equipment, etc.).....	4	3	2	1	<input type="checkbox"/>
Voter approved bond programs.....	4	3	2	1	<input type="checkbox"/>
Increased park improvement fees for developers.....	4	3	2	1	<input type="checkbox"/>
Increased property taxes.....	4	3	2	1	<input type="checkbox"/>

10. How much more per year in additional property taxes would you be willing to pay in order to fund the improvement priorities you have suggested in this survey?

1 <input type="checkbox"/> More than \$200/year	3 <input type="checkbox"/> Up to \$100/year	5 <input type="checkbox"/> Up to \$50/year
2 <input type="checkbox"/> Up to \$200/year	4 <input type="checkbox"/> Up to \$75/year	6 <input type="checkbox"/> No increase

11. In which area do you reside?

1 <input type="checkbox"/> West of Dallas North Tollway	3 <input type="checkbox"/> East of Preston Rd.
2 <input type="checkbox"/> Between Dallas North Tollway and Preston Rd.	4 <input type="checkbox"/> Live outside the Town limits of Prosper

12. How long have you been a resident of Town of Prosper?

1 <input type="checkbox"/> Less than 2 years	2 <input type="checkbox"/> 2 to 5 years	3 <input type="checkbox"/> 6 to 10 years	4 <input type="checkbox"/> 11 to 20 years	5 <input type="checkbox"/> Over 20 years
--	---	--	---	--

13. Which youth age groups are represented in your household? (Check all that apply)

- ☐ 0 to 5 years of age
- ☐ 11 to 17 years of age
- ☐ No children in household
- ☐ 6 to 10 years of age
- ☐ 18 to 24 years of age

14. How many persons, including yourself, reside within your household?

- ☐ One
- ☐ Two
- ☐ Three
- ☐ Four
- ☐ Five or more

15. Your age?

- ☐ 19 or under
- ☐ 25 to 34
- ☐ 45 to 54
- ☐ 65 to 74
- ☐ 20 to 24
- ☐ 35 to 44
- ☐ 55 to 64
- ☐ 75 or older

16. Your race/ethnicity?

- ☐ African American/Black
- ☐ East Asian
- ☐ Native Hawaiian or other Pacific Islander
- ☐ Native American
- ☐ South Asian
- ☐ Hispanic/Latino
- ☐ White/Caucasian
- ☐ Two or more races
- ☐ Other_____

17. Your gender?

- ☐ Male
- ☐ Female
- ☐ Prefer not to answer

18. Provide any other comments you would like to share.

CITIZEN SURVEY POSTCARD



SHAPE THE FUTURE OF PROSPER PARKS

PROSPER PARKS & RECREATION IS UPDATING ITS PARKS, RECREATION, AND OPEN SPACE MASTER PLAN

YOUR INPUT IS VITAL TO THE PROCESS!

TAKE THE SURVEY TODAY:
PROSPERTX.GOV/PARKSMASTERPLAN

THE SURVEY WILL REMAIN OPEN UNTIL MAY 19, 2024.



Parks & Recreation | 409 E. First St., Prosper, TX | 972-569-1160 | prosper.tx.gov/parksandrec





PLANNING

To: Mayor and Town Council

From: David Hoover, AICP, Director of Development Services

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

Re: Façade Plan for Gates of Prosper, Block E, Lots 3R-1 and 3R-2

Town Council Meeting – February 25, 2025

Strategic Visioning Priority: 3. Commercial Corridors are ready for Development

Agenda Item:

Consider and act upon a request for a Façade Plan for a Restaurant/Retail Buildings on Gates of Prosper, Block E, Lots 3R-1 and 3R-2, on 3.0± acres, located on the west side of Preston Road and 425± feet south of First Street. (DEVAPP-24-0143)

Future Land Use Plan:

The Future Land Use Plan designates this area as Town Center.

Zoning:

The property is zoned Planned Development-67 (Mixed Use).

Conformance:

The Façade Plan conforms to the development standards of Planned Development-67.

Description of Agenda Item:

The Façade Plan is for two restaurant/retail buildings totaling 16,600 square feet.

Budget Impact:

There is no budgetary impact affiliated with this item.

Attached Documents:

1. Location Map
2. Façade Plan

Town Staff Recommendation:

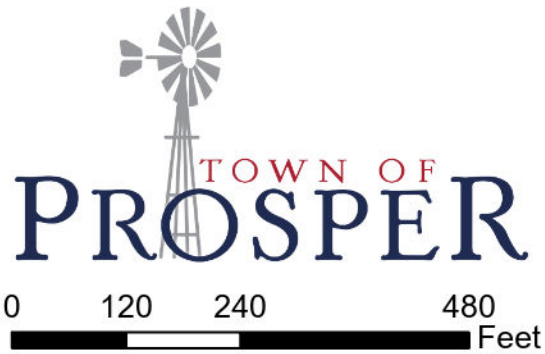
Town Staff recommends approval of a request for a Façade Plan for Restaurant/Retail Buildings on Gates of Prosper, Block E, Lots 3R-1 and 3R-2, on 3.0± acres, located on the west side of Preston Road and 425± feet south of First Street. (DEVAPP-24-0143)

Planning & Zoning Recommendation:

The Planning & Zoning Commission recommended approval of this item by a vote of 4-2 (Commissioner Jackson absent) at their meeting on February 25, 2025. Commissioners Carson and Hamilton voted in opposition to this item.

Proposed Motion:

I move to approve/deny a request for a Façade Plan for Restaurant/Retail Buildings on Gates of Prosper, Block E, Lots 3R-1 and 3R-2, on 3.0± acres, located on the west side of Preston Road and 425± feet south of First Street. (DEVAPP-24-0143)



This map for illustration purposes only

DEVAPP-24-0143

Gates of Prosper Block E
Lots 3R1 and 3R2

MATERIALS LIST

BRICKS (KING SIZE):

- ① ACME - MOCHA BROWN ANTIQUE
② ACME - HIGHLAND GRAY

STONE:

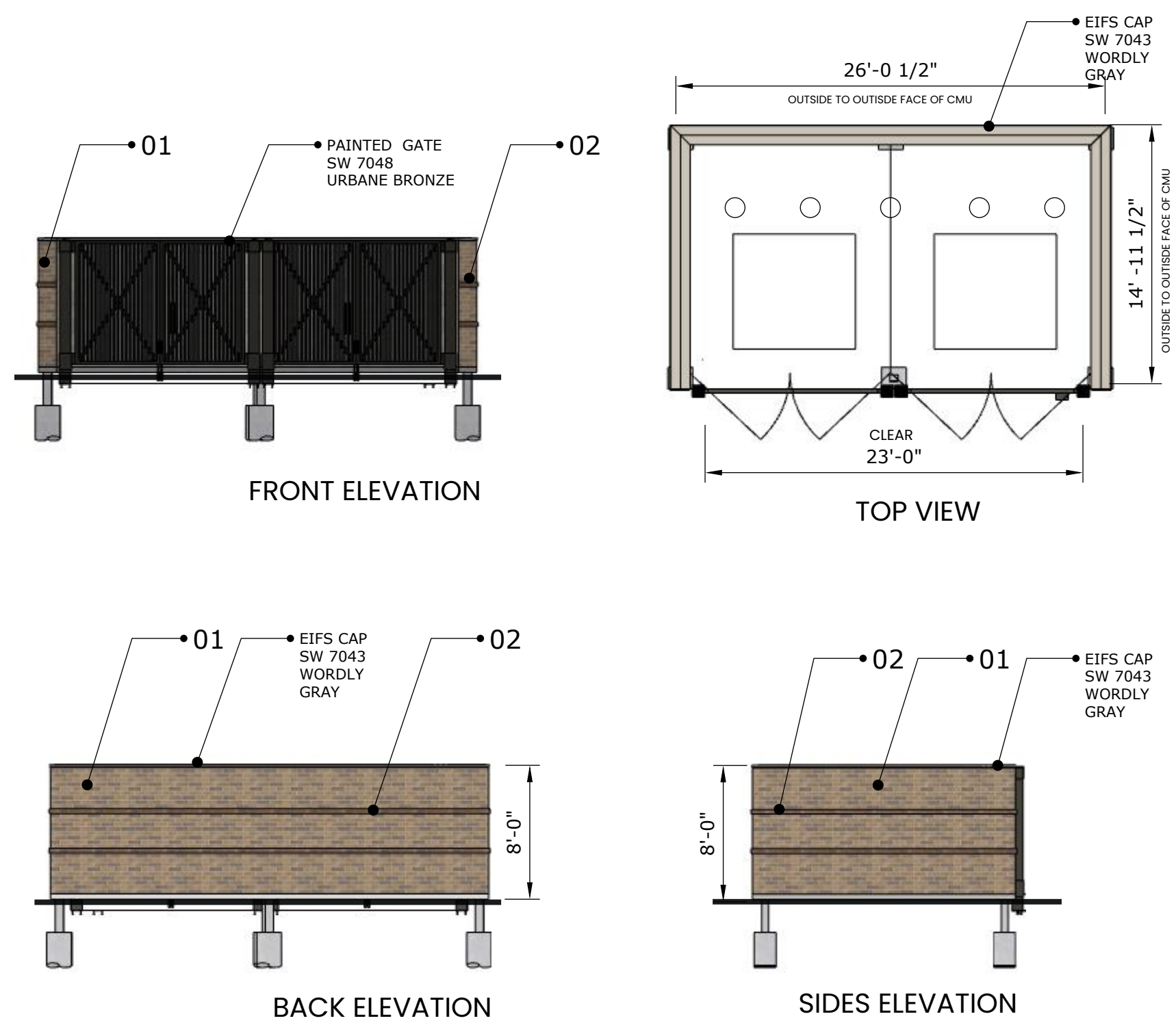
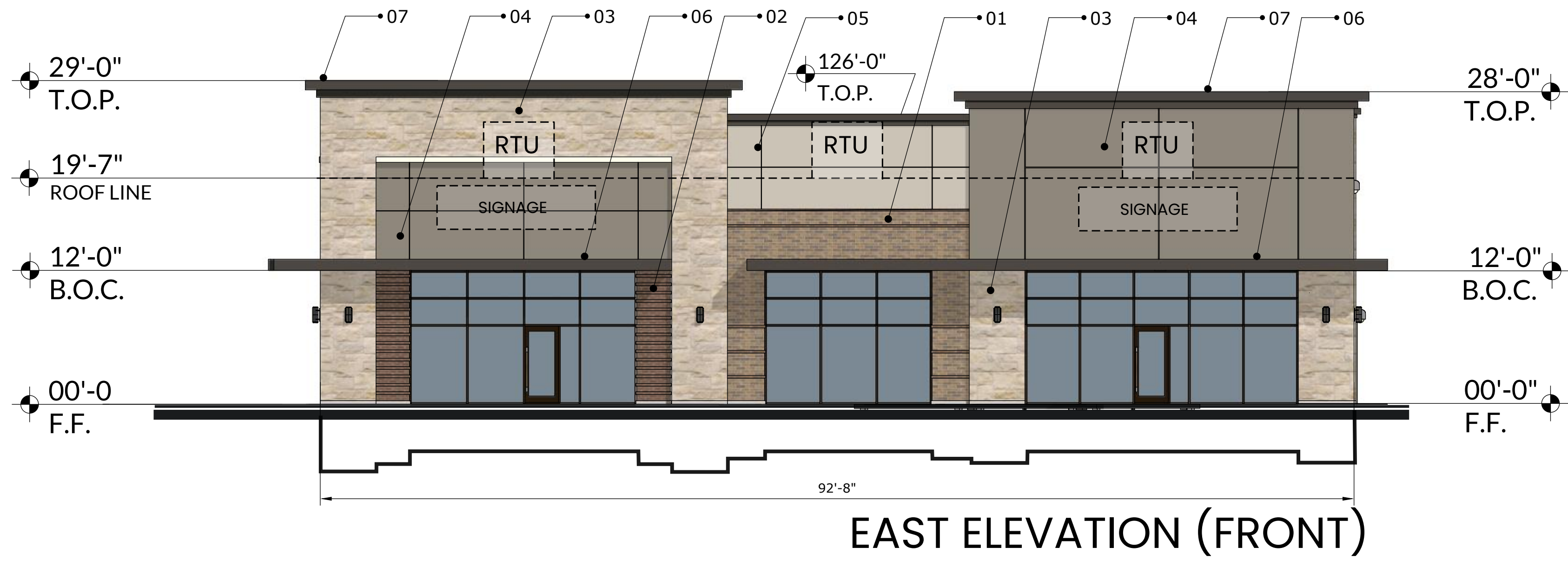
- ③ CORONADO STONE - FREEDOM STONE - TEXAS CREAM

STUCCO COLORS:

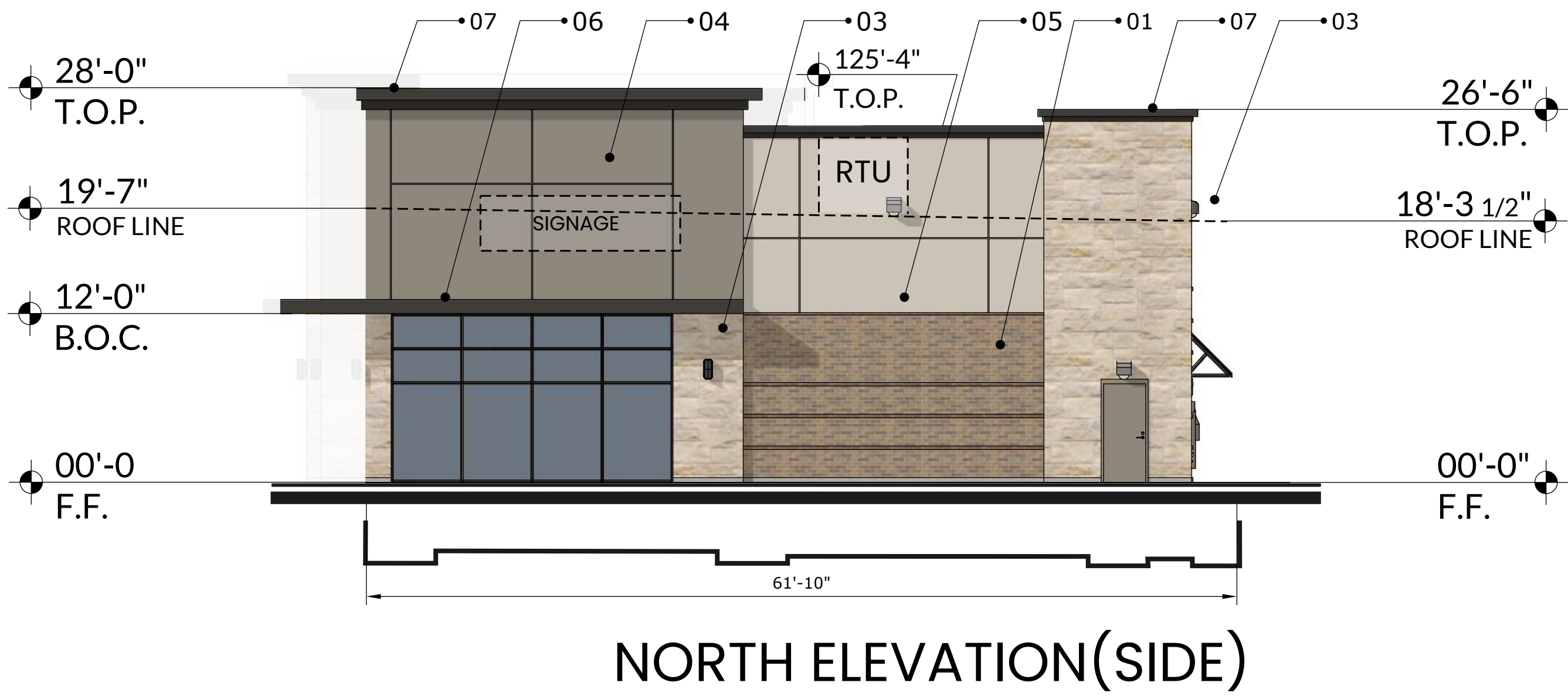
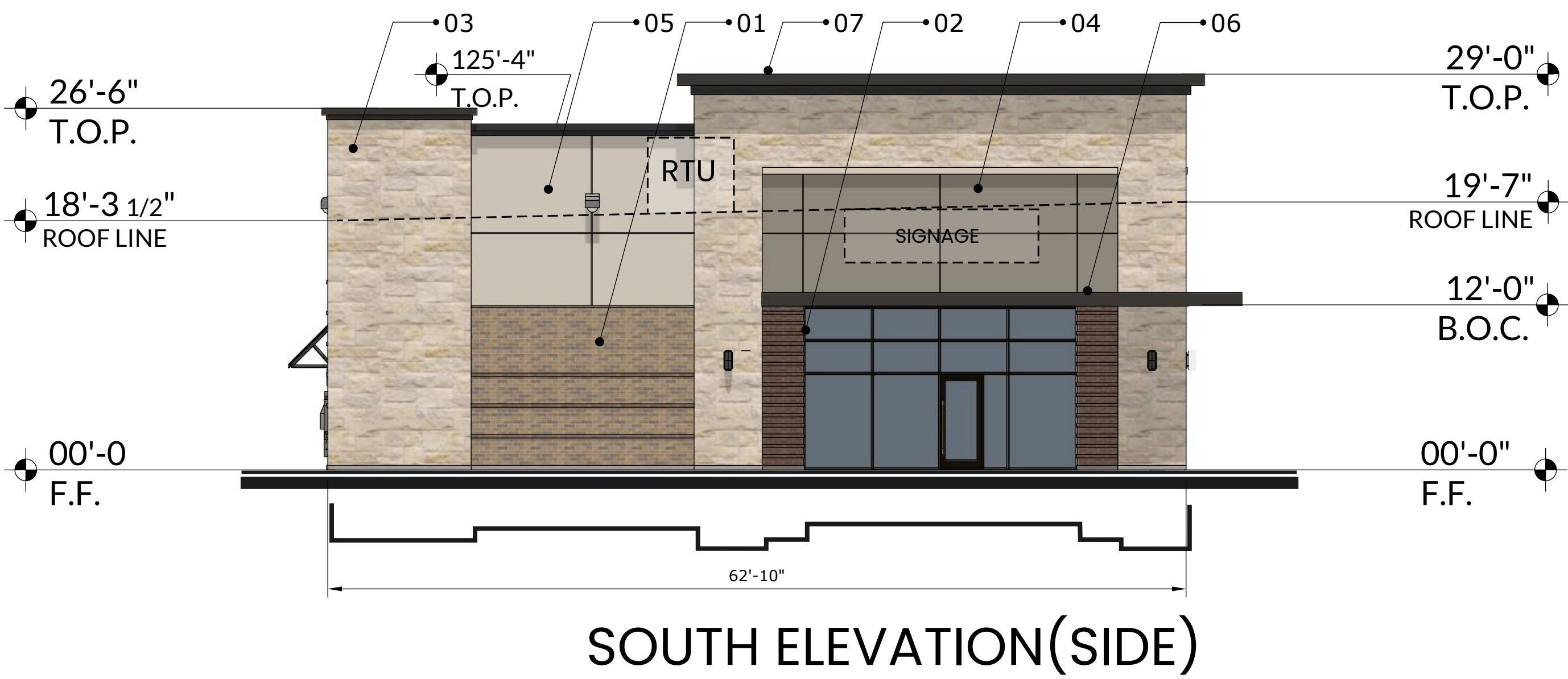
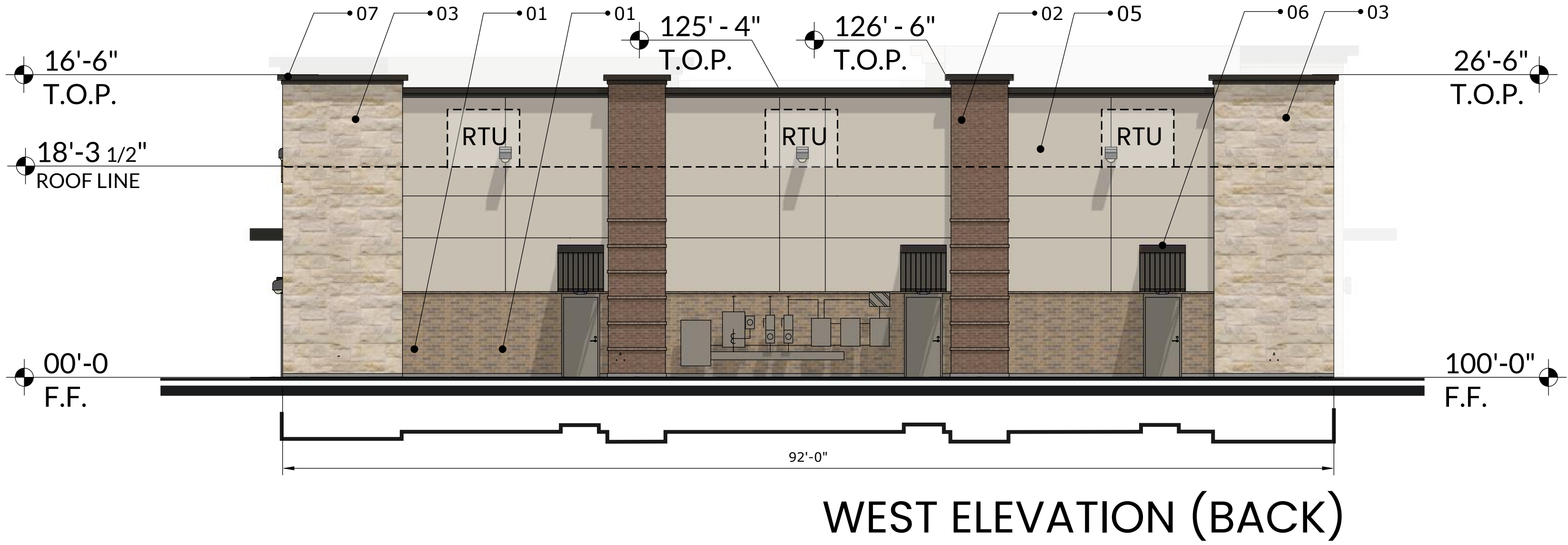
- SW 7046 ANONYMOUS
④
SW7043 WORDLY GRAY
⑤

METALS:

- METAL CANOPY
PAINTED SW 7048 URBAN BRONZE
⑥
METAL COPING/CORNICE
DARK BRONZE
SW 7048 URBAN BRONZE
⑦
METAL MAN DOORS TO BE
PAINTED SW 7046 ANONYMOUS
⑧
DARK BRONZE STOREFRONT
W/ VITRO GLASS SOLARBAN 60
⑨



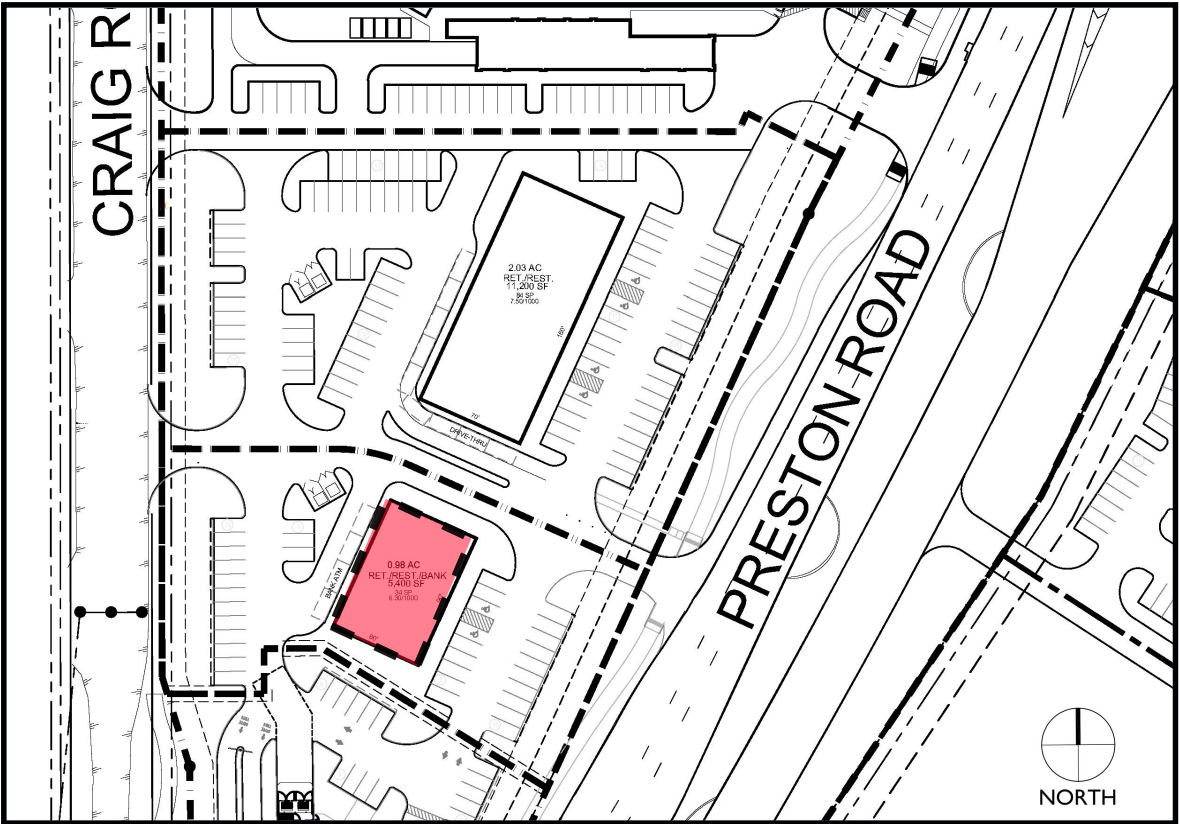
DUMPSTER ENCLOSURE
SCALE: 1/8" = 1'-0"



ELEVATION NOTES

- 1) THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL FROM THE BUILDING INSPECTIONS DIVISION.
- 2) ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW. ROOFTOP MOUNTED EQUIPMENT SHALL BE SCREENED BY A PARAPET WALL OR SCREENING WALL. SCREENING WALLS SHALL BE PER THE SPECIFICATIONS OF THE ZONING ORDINANCE.
- 3) WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING.
- 4) ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BYTHE BUILDING INPSECTIONS DIVISION.
- 5) WINDOWS SHALL BE MAXIMUM EXTERIOR VISIBLE REFLECTIVITY OF TEN(10) PERCENT.
- 6) ANY DEVIATION FROM THE APPROVED FACADE PLAN WILL REQUIRE RE-APPROVAL BY THE TOWN OF PROSPER.

BUILDING 01	FRONT	BACK	SIDE	SIDE
	EAST ELEVATION	WEST ELEVATION	NORTH ELEVATION	SOUTH ELEVATION
TOTAL SURFACE AREA SQ.FT. (Inc. Glazing)	2,608	2,332	1,674	1,661
NET SURFACE AREA SQ.FT. (Exc. Glazing)	1,884	2,332	1,446	1,420
MATERIAL PERCENTAGES				
ACME - ROYAL OAK BRICK KINGS SIZE	9%	20%	16%	14%
ACME - HIGHLAND GRAY BRICK KINGS SIZE	16%	46%	23%	19%
CORONADO STONE - FREEDOM STONE - TEXAS CREAM	5%	1%	2%	5%
3-COAT PAINTED STUCCO: SW 7046 ANONYMOUS	85	12	22	65
3-COAT PAINTED STUCCO: SW 7043 WORDLY GRAY	28%	2%	29%	15%
TOTAL MASONRY	529	540	388	606
Metal Canopy/ Metal Coping	711	48	420	220
TOTAL SECONDARY MATERIALS	9%	51%	19%	16%
GLAZING	165	1,191	273	223
	88%	97%	93%	92%
	1,655	2,255	1,339	1,308
	12%	3%	7%	8%
	229	77	107	112
	12%	3%	7%	8%
	229	77	107	112
	724	0	228	241



SITE PLAN

FACADE PLAN

GATES OF PROSPER
BLOCK E - LOT 3R1&3R2
DEVAPP-24-0143
BEING 3.01 ACRES OUT OF THE
BRADLEY SURVEY ABSTRACT NO.86
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
SUBMITTED: 01/07/2025

OWNER:
183 LAND CORPORATION INC.
1 COWBOYS WAY
FRISCO, TEXAS 75034
CONTACT: NICHOLAS LINK
PHONE: (972)497-4854

ENGINEER/ SURVEYOR:
KIMLEY-HORN AND ASSOCIATES, INC.
260 EAST DAVIS STREET, SUITE 100
MCKINNEY, TEXAS 75069
CONTACT: RACHEL KORUS, P.E.
PHONE: (469)301-2580

ARCHITECT:
O'BRIEN ARCHITECTS
1722 ROUTH ST., SUITE 122
DALLAS, TEXAS 75201
CONTACT: DAVID TRUONG
PHONE: (972) 788-1010

GATES OF PROSPER – PRESTON RD & 1ST. STREET



PROSPER, TX

BLDG.01 ELEVATIONS

SCALE : 1/8"= 1'-0"

01.07.2025

O'BRIEN

MATERIALS LIST

BRICKS (KING SIZE):

- 1 ACME - MOCHA BROWN ANTIQUE
- 2 ACME - HIGHLAND GRAY

STONE:

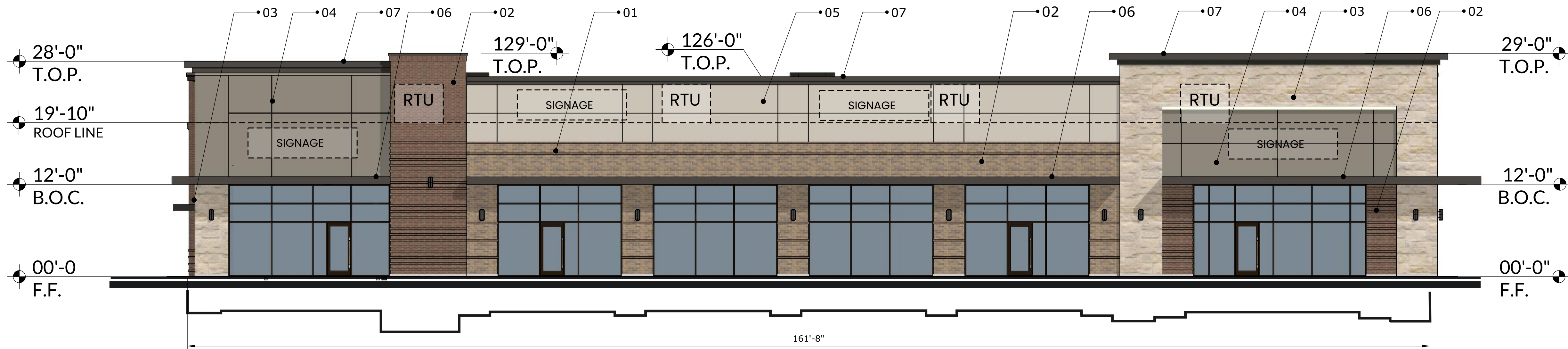
- 3 CORONADO STONE - FREEDOM STONE - TEXAS CREAM

STUCCO COLORS:

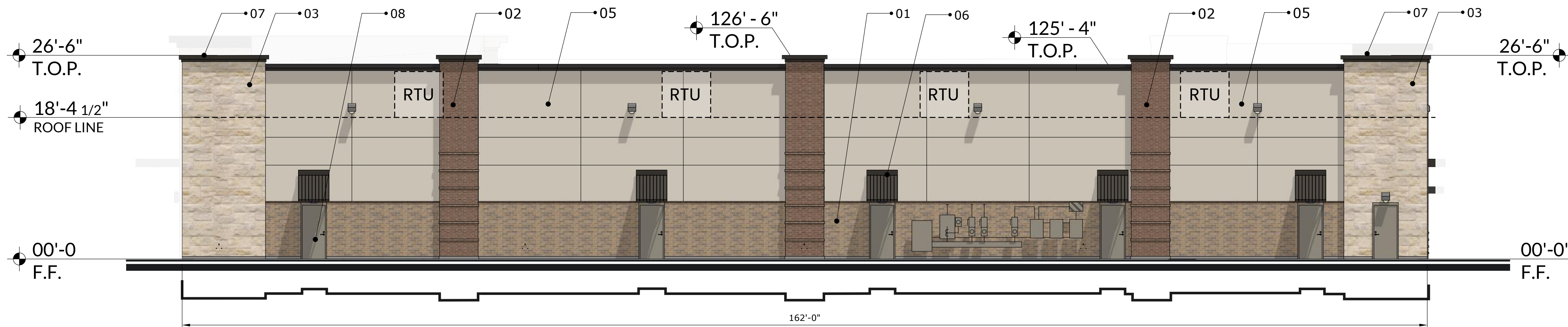
- SW 7046 ANONYMOUS
- SW7043 WORDLY GRAY

METALS:

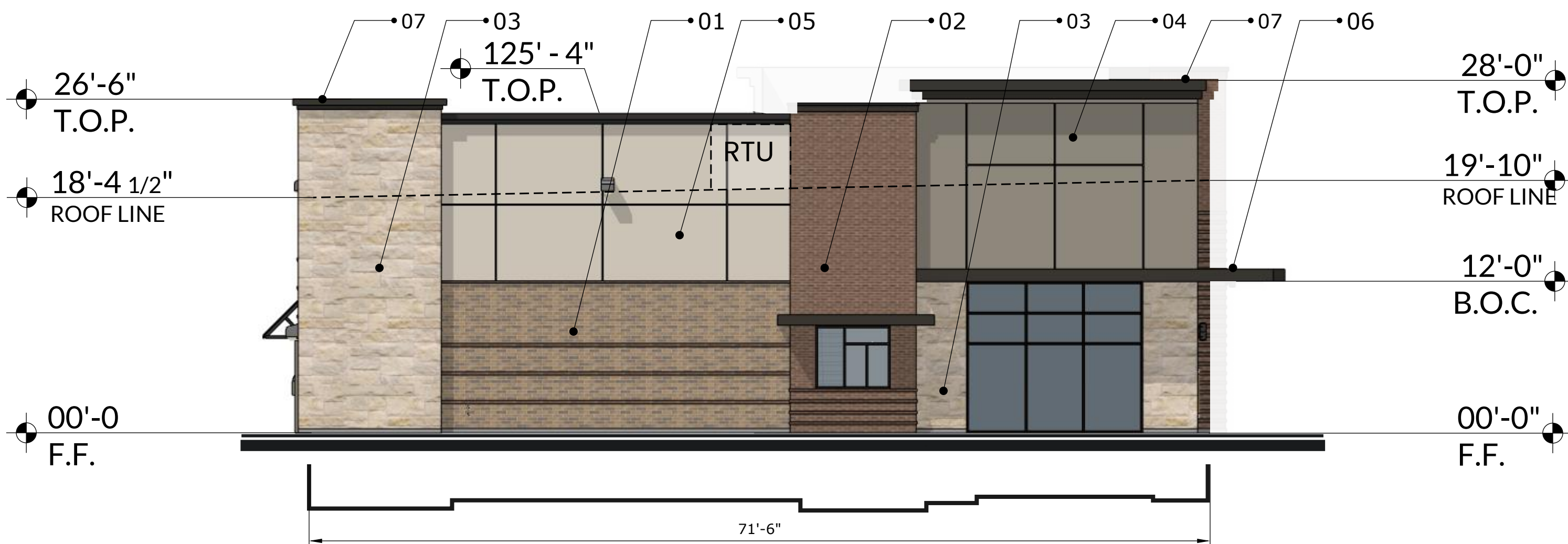
- METAL CANOPY PAINTED SW 7048 URBAN BRONZE
- METAL COPING/CORNICE DARK BRONZE SW 7048 URBAN BRONZE
- METAL MAN DOORS TO BE PAINTED SW 7046 ANONYMOUS
- DARK BRONZE STOREFRONT W/ VITRO GLASS SOLARBAN 60



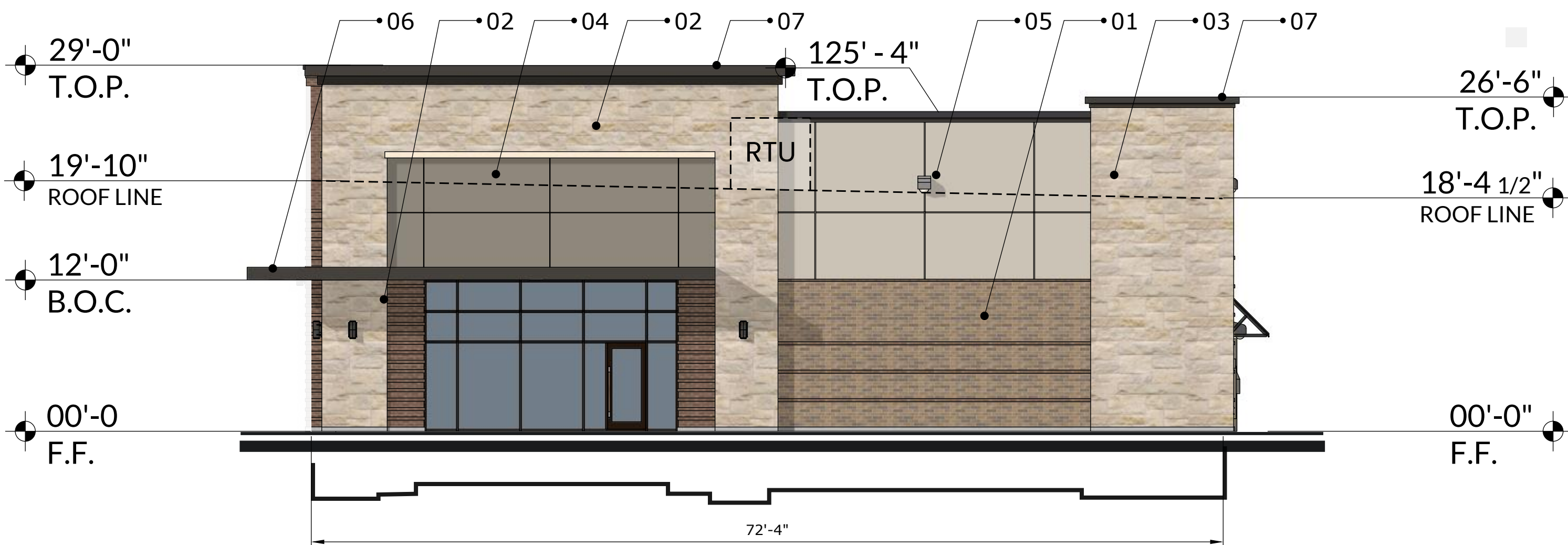
EAST ELEVATION (FRONT)



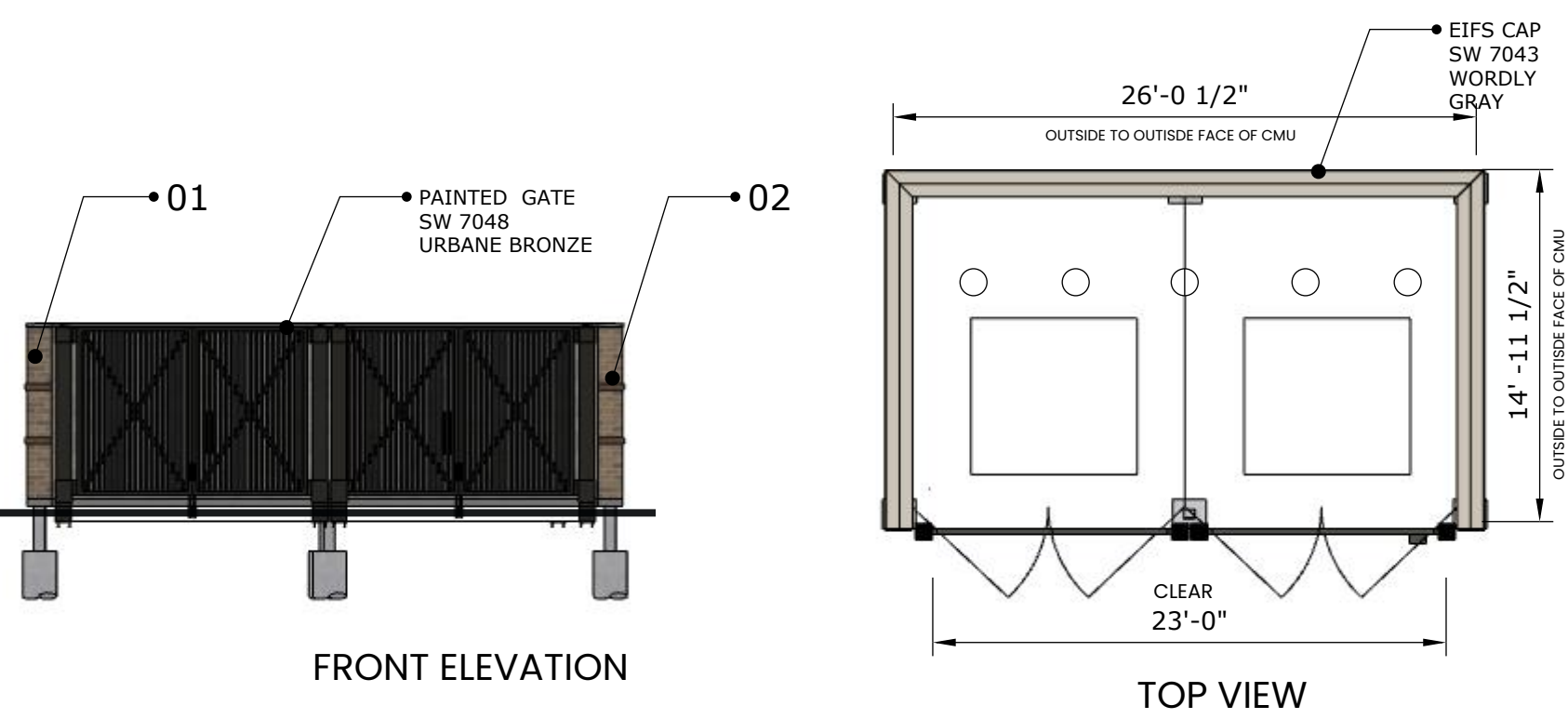
WEST ELEVATION (BACK)



SOUTH ELEVATION(SIDE)



NORTH ELEVATION(SIDE)

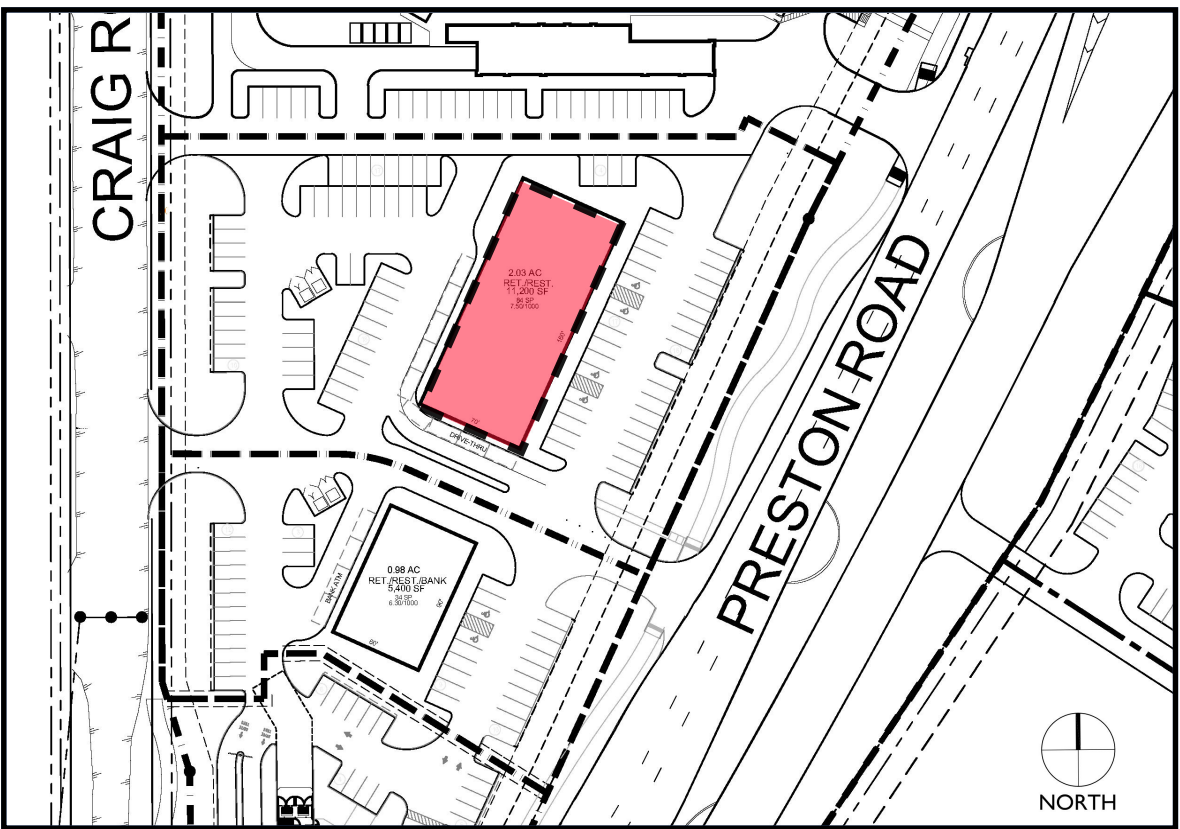


DUMPSTER ENCLOSURE
SCALE: 1/8" = 1'-0"

ELEVATION NOTES

- 1) THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL FROM THE BUILDING INSPECTIONS DIVISION.
- 2) ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW. ROOFTOP MOUNTED EQUIPMENT SHALL BE SCREENED BY A PARAPET WALL OR SCREENING WALL. SCREENING WALLS SHALL BE PER THE SPECIFICATIONS OF THE ZONING ORDINANCE.
- 3) WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING.
- 4) ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BYTHE BUILDING INPSECTIONS DIVISION.
- 5) WINDOWS SHALL BE MAXIMUM EXTERIOR VISIBLE REFLECTIVITY OF TEN(10) PERCENT.
- 6) ANY DEVIATION FROM THE APPROVED FACADE PLAN WILL REQUIRE RE-APPROVAL BY THE TOWN OF PROSPER.

BUILDING 02	FRONT	BACK	SIDE	SIDE
	EAST ELEVATION	WEST ELEVATION	NORTH ELEVATION	SOUTH ELEVATION
TOTAL SURFACE AREA SQ.FT. (Inc. Glazing)	4,490	4,103	1,871	1,941
NET SURFACE AREA SQ.FT. (Exc. Glazing)	3,123	4,103	1,630	1,739
MATERIAL PERCENTAGES				
ACME - ROYAL OAK BRICK KINGS SIZE	18%	23%	18%	17%
ACME - HIGHLAND GRAY BRICK KINGS SIZE	569	928	301	293
CORONADO STONE - FREEDOM STONE - TEXAS CREAM	11%	1%	5%	15%
3-COAT PAINTED STUCCO: SW 7046 ANONYMOUS	352	23	75	259
3-COAT PAINTED STUCCO: SW 7043 WORDLY GRAY	17%	13%	41%	22%
TOTAL MASONRY	529	539	666	387
Metal Canopy/ Metal Coping	22%	2%	13%	20%
TOTAL SECONDARY MATERIALS	690	98	220	348
GLAZING	20%	58%	15%	19%
	630	2,380	248	339
	89%	97%	93%	94%
	2,770	3,968	1,510	1,626
	11%	3%	7%	6%
	353	135	120	113
	11%	3%	7%	6%
	353	135	120	113
	1367	0	241	202



SITE PLAN

FACADE PLAN

GATES OF PROSPER
BLOCK E - LOT 3R1&3R2
DEVAPP-24-0143
BEING 3.01 ACRES OUT OF THE
BRADLEY SURVEY ABSTRACT NO.86
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
SUBMITTED: 01/07/2025

OWNER: 183 LAND CORPORATION INC. 1 COWBOYS WAY FRISCO, TEXAS 75034 CONTACT: NICHOLAS LINK PHONE: (972)497-4854
ENGINEER/ SURVEYOR: KIMLEY-HORN AND ASSOCIATES, INC. 260 EAST DAVIS STREET, SUITE 100 MCKINNEY, TEXAS 75069 CONTACT: RACHEL KORUS, P.E. PHONE: (469)301-2580
ARCHITECT: O'BRIEN ARCHITECTS 1722 ROUTH ST., SUITE 122 DALLAS, TEXAS 75201 CONTACT: DAVID TRUONG PHONE: (972) 788-1010

GATES OF PROSPER – PRESTON RD & 1ST. STREET



PROSPER, TX

BLDG.02 ELEVATIONS

SCALE : 1/8"= 1'-0"

01.07.2025





Information

Purpose

- Construct two restaurant/retail buildings totaling 16,600 square feet and associated parking.

Page 229

MATERIALS LIST

BRICKS (KING SIZE):	
①	ACHE - MOCHA BROWN ANTIQUE
②	ACHE - HIGHLAND GRAY
STONE:	
③	CORONADO STONE - FREEDOM STONE - TEXAS CREAM
STUCCO COLORS:	
SW 7045	ANONYMOUS
SW7043	WORLDS GRAY
METALS:	
④	METAL CANOPY PAINTED SW 7048 URBAN BRONZE
⑤	METAL COPING/CORNICE DARK BRONZE SW 7048 URBAN BRONZE
⑥	METAL HAN DOORS TO BE PAINTED SW 7045 ANONYMOUS
⑦	DARK BRONZE STOREFRONT W/ VETRO GLASS SOLARBAN 60



ELEVATION NOTES

- 1) THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL FROM THE BUILDING INSPECTIONS DIVISION.
- 2) ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW. ROOFTOP MOUNTED EQUIPMENT SHALL BE SCREENED BY A PARAPET WALL OR SCREENING WALLS SHALL BE PER THE SPECIFICATIONS OF THE ZONING ORDINANCE.
- 3) WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING.
- 4) ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BY THE BUILDING INSPECTIONS DIVISION.
- 5) WINDOWS SHALL BE MAXIMUM EXTERIOR VISIBLE REFLECTIVITY OF TEN(10) PERCENT.
- 6) ANY DEVIATION FROM THE APPROVED FACADE PLAN WILL REQUIRE RE-APPROVAL BY THE TOWN OF PROSPER.

BUILDING 02	FOOT			
	EAST ELEVATION	WEST ELEVATION	NORTH ELEVATION	SOUTH ELEVATION
TOTAL SURFACE AREA SQFT (Inc. Glazing)	4,490	4,303	1,871	1,941
NET SURFACE AREA SQFT (Excl. Glazing)	3,123	4,303	1,630	1,739
MATERIALS PERCENTAGES				
ACHE - ROYAL OAK BRICK KINGS SIZE	18%	22%	18%	17%
ACHE - HIGHLAND GRAY BRICK KINGS SIZE	13%	10%	20%	15%
CORONADO STONE - FREEDOM STONE - TEXAS CREAM	17%	13%	41%	22%
3-COAT PAINTED STUCCO SW 7043 ANONYMOUS	22%	26%	13%	20%
3-COAT PAINTED STUCCO SW 7045 WORLDS GRAY	30%	58%	15%	19%
TOTAL MASONRY	87%	77%	23%	44%
Metal Canopy/ Metal Casing	11%	2%	7%	6%
TOTAL SECONDARY MATERIALS	11%	2%	7%	6%
GLAZING	13%	13%	13%	13%



SITE PLAN

FACADE PLAN

**GATES OF PROSPER
BLOCK E - LOT 3R16.3R2**
DEVAPP-24-0143
BEING 3.01 ACRES OUT OF THE
BRADLEY SURVEY ABSTRACT NO.86
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
SUBMITTED: 01/07/2025

OWNER:
183 LAND CORPORATION INC.
1 COMBOS WAY
FISCO, TEXAS 75044
CONTACT: NICHOLAS LINK
PHONE: (972)407-4854

ENGINEER/SURVOR:
ERLEY HORN AND ASSOCIATES, INC.
208 EAST CHASE STREET, SUITE 102
MCKINNEY, TEXAS 75069
CONTACT: NICHOLAS KORNUS, P.E.
PHONE: (972)817-0380

ARCHITECT:
CHUBB ARCHITECTS
102 SOUTH ST., SUITE 100
DALLAS, TEXAS 75201
CONTACT: DAVID TRADERS
PHONE: (972) 788-1070



PLANNING

To: Mayor and Town Council

From: David Hoover, AICP, Director of Development Services

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

Re: Notice of Appeals

Town Council Meeting – February 25, 2025

Strategic Visioning Priority: 3. Commercial Corridors are ready for Development

Agenda Item:

Consider and act upon whether to direct staff to submit a written notice of appeals on behalf of the Town Council to the Development Services Department, pursuant to Chapter 4, Section 1.5(C)(7) and 1.6(B)(7) of the Town's Zoning Ordinance, regarding action taken by the Planning & Zoning Commission on Preliminary Site Plans and Site Plans.

Description of Agenda Item:

Attached are the Preliminary Site Plans and Site Plans that were acted on by the Planning & Zoning Commission on February 18, 2025. Per the Zoning Ordinance, the Town Council can direct staff to submit a written notice of appeal on behalf of the Town Council to the Development Services Department for any Preliminary Site Plans and Site Plans acted on by the Planning & Zoning Commission.

Budget Impact:

There is no budgetary impact affiliated with this item.

Attached Documents:

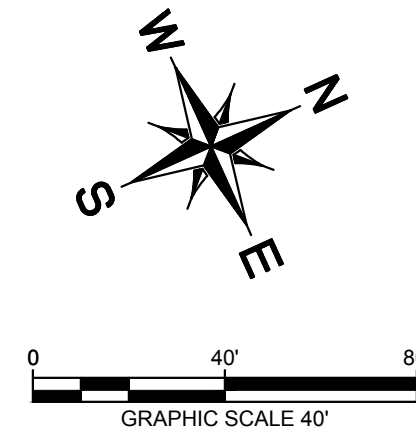
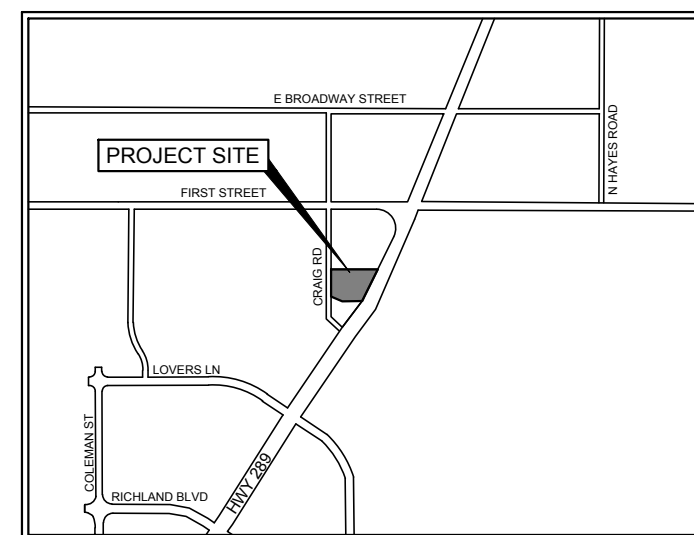
1. DEVAPP-24-0142 – Gates of Prosper, Block E, Lots 3R-1 and 3R-2 (Approved 4-2)

Town Staff Recommendation:

Town Staff recommends the Town Council take no action on this item.

Proposed Motion:

N/A



LEGEND

- | | |
|-------|---|
| | PROPOSED FIRE LANE, ACCESS, DRAINAGE AND UTILITY EASEMENT |
| | EXISTING PAVEMENT |
| | PROPOSED BUILDING |
| | PROPOSED CONTOUR - MAJOR |
| | PROPOSED CONTOUR - MINOR |
| | EXISTING CONTOUR - MAJOR |
| | EXISTING CONTOUR - MINOR |
| | BARRIER FREE RAMP (BFR) |
| | ACCESSIBLE PARKING SYMBOL |
| | NUMBER OF PARKING SPACES |
| | WATER METER (AND VAULT) |
| | FIRE HYDRANT |
| | FIRE DEPARTMENT CONNECTION |
| | SANITARY SEWER MANHOLE |
| | TRANSFORMER PAD |
| | CURB INLET |
| | GRATE INLET |
| | JUNCTION BOX OR WYE INLET |
| | HEADWALL |
| TYP | TYPICAL |
| SSE | SANITARY SEWER EASEMENT |
| WE | WATER EASEMENT |
| DE | DRAINAGE EASEMENT |
| BFR | BARRIER FREE RAMP |
| SW | SIDEWALK |
| BL | BUILDING LINE/SETBACK |
| CI | CURB INLET |
| GI | GRATE INLET |
| WI | WYE INLET |
| JB | JUNCTION BOX |
| MH | MANHOLE |
| EX | EXISTING |
| PROP. | PROPOSED |

NOTE

HVAC EQUIPMENT TO BE ROOF MOUNTED AND SCREENED PER TOWN OF PROSPER REQUIREMENTS

NOTES

ANY REVISION TO THIS PLAN WILL REQUIRE TOWN APPROVAL AND WILL REQUIRE REVISIONS TO ANY CORRESPONDING PLANS TO AVOID CONFLICTS BETWEEN PLANS.

1. ALL DEVELOPMENT STANDARDS SHALL FOLLOW TOWN STANDARDS.
2. LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY THE TOWN OF PROSPER.
3. ALL DEVELOPMENT STANDARDS SHALL FOLLOW FIRE REQUIREMENTS PER THE TOWN OF PROSPER.
4. HANDICAPPED PARKING AREAS AND BUILDING ACCESSIBILITY SHALL COMPLY WITH THE AMERICAN DISABILITIES ACT (ADA) AND WITH THE REQUIREMENTS OF THE CURRENT, ADOPTED BUILDING CODE.
5. ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL.
6. IMPACT FEES WILL BE ASSESSED IN ACCORDANCE WITH THE LAND USE CLASSIFICATION(S) IDENTIFIED ON THE SITE DATA SUMMARY TABLE. HOWEVER, CHANGES TO THE PROPOSED LAND USE AT THE TIME OF THE LANDSCAPE AND SIGNAGE REVIEW WILL RESULT IN ADDITIONAL FEES AND/OR PARKING REQUIREMENTS.
7. THE APPROVAL OF A PRELIMINARY SITE PLAN SHALL BE EFFECTIVE FOR A PERIOD OF TWO (2) YEARS FROM THE DATE THAT THE PRELIMINARY SITE PLAN IS APPROVED BY THE PLANNING & ZONING COMMISSION. AT THE END OF WHICH TIME THE APPLICANT MUST HAVE SUBMITTED AND RECEIVED THE APPROVAL OF A SITE PLAN BY THE PLANNING & ZONING COMMISSION. IF A SITE PLAN IS NOT APPROVED WITHIN SUCH TWO (2) YEAR PERIOD, THE PRELIMINARY SITE PLAN APPLICANT IS NULL AND VOID. IF THE SITE IS APPROVED FOR A PORTION OF THE PROPERTY, THE REMAINING PORTION OF THE PRELIMINARY SITE PLAN FOR THE REMAINING PROPERTY SHALL BE NULL AND VOID.
8. OPEN SPACE REQUIREMENTS SHALL FOLLOW THE ZONING ORDINANCE, PER TRACT. OPEN SPACE SHALL NOT INCLUDE VEHICULAR DRIVINGS, REQUIRED PARKING LOT LANDSCAPE ISLANDS, BIKE FOOTPRINT, UTILITY FOOTPRINT, LANDSCAPE SETBACKS, SIDEWALKS, AND TENATION LOT.

BLOCK E, LOT 3R1 SITE DATA TABLE

ZONING/PROPOSED USE	PD-67/PD BANK
LOT AREA/ SQ. FT. AND AC	42,751 SF; 0.98 AC
BUILDING AREA (gross square footage)	5,400 GSF
BUILDING HEIGHT (number of stories) MAX HEIGHT = 40'	28' (1 STORY)
LOT COVERAGE	13.34%
FLOOR AREA RATIO (for non-residential zoning)	.13:1
TOTAL PARKING REQUIRED (1:350 FOR BANK)	16 SPACES
TOTAL PARKING PROVIDED	30 SURFACE SPACES
TOTAL HANDICAP REQUIRED	2 SPACES
TOTAL HANDICAP PROVIDED	2 SPACES
INTERIOR LANDSCAPING REQUIRED	510 SQ. FT.
INTERIOR LANDSCAPING PROVIDED	700 SQ. FT.
IMPERVIOUS SURFACE	20,900 SQ. FT.
USABLE OPEN SPACE REQUIRED	3,000 SQ. FT. (7%)
USABLE OPEN SPACE PROVIDED	4,519 SQ. FT. (8%)



*HANDICAP PARKING IS PROVIDED IN ACCORDANCE WITH TAS STANDARDS

BLOCK E, LOT 3R2 SITE DATA TABLE

ZONING/PROPOSED USE	PD-67/PD RETAIL/RESTAURANT
LOT AREA/ SQ. FT. AND AC	88,564 SF; 2.03 AC
BUILDING AREA (gross square footage)	5,500 GSF (RESTAURANT) 5,700 GSF (RETAIL) 11,200 GSF (TOTAL)
BUILDING HEIGHT (number of stories) MAX HEIGHT = 40'	28' (1 STORY)
LOT COVERAGE	13.17%
FLOOR AREA RATIO (for non-residential zoning)	13.1%
TOTAL PARKING REQUIRED (1:250 FOR RETAIL) (1:100 FOR RESTAURANT)	78 SPACES
TOTAL PARKING PROVIDED	78 SURFACE SPACES
TOTAL HANDICAP REQUIRED	4 SPACES
TOTAL HANDICAP PROVIDED	4 SPACES
INTERIOR LANDSCAPING REQUIRED	1,260 SQ. FT.
EXTERNAL LANDSCAPING PROVIDED	2,590 SQ. FT.
IMPERVIOUS SURFACE	47,115 SQ. FT.
USABLE OPEN SPACE REQUIRED	8,000 SQ. FT. (7%)
USABLE OPEN SPACE PROVIDED	6,200 SQ. FT. (6%)

*HANDICAP PARKING IS PROVIDED IN ACCORDANCE WITH TAS STANDARDS

WATER METER SCHEDULE

I.D.	TYPE	SIZE	NO.	SAN. SEW
	DOMESTIC	2"	2	1- 8"
	IRRIGATION	1.5"	2	-



Know what's below.
Call before you dig.

SITE PLAN
GATES OF PROSPER – BLOCK E
LOTS 3R1 & 3R2
DEVAPP-24-0142
Being 3.01 Acres Out Of The
BRADLEY SURVEY Abstract No. 86
Town of Prosper, Collin County, Texas
Submitted: SEPTEMBER 19, 2024

Owner:
183 Land Corporation Inc
1 Cowboys Way
Frisco, Texas 75034
Contact: Nicholas Link
Phone: (972)-497-4854

Engineer/Surveyor:
Kimley-Horn and Associates, Inc.
260 East Davis Street Suite 100
McKinney, Texas 75069
Contact: Rachel Korus, P.E.
Phone: (469)-301-2594



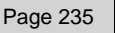
Information

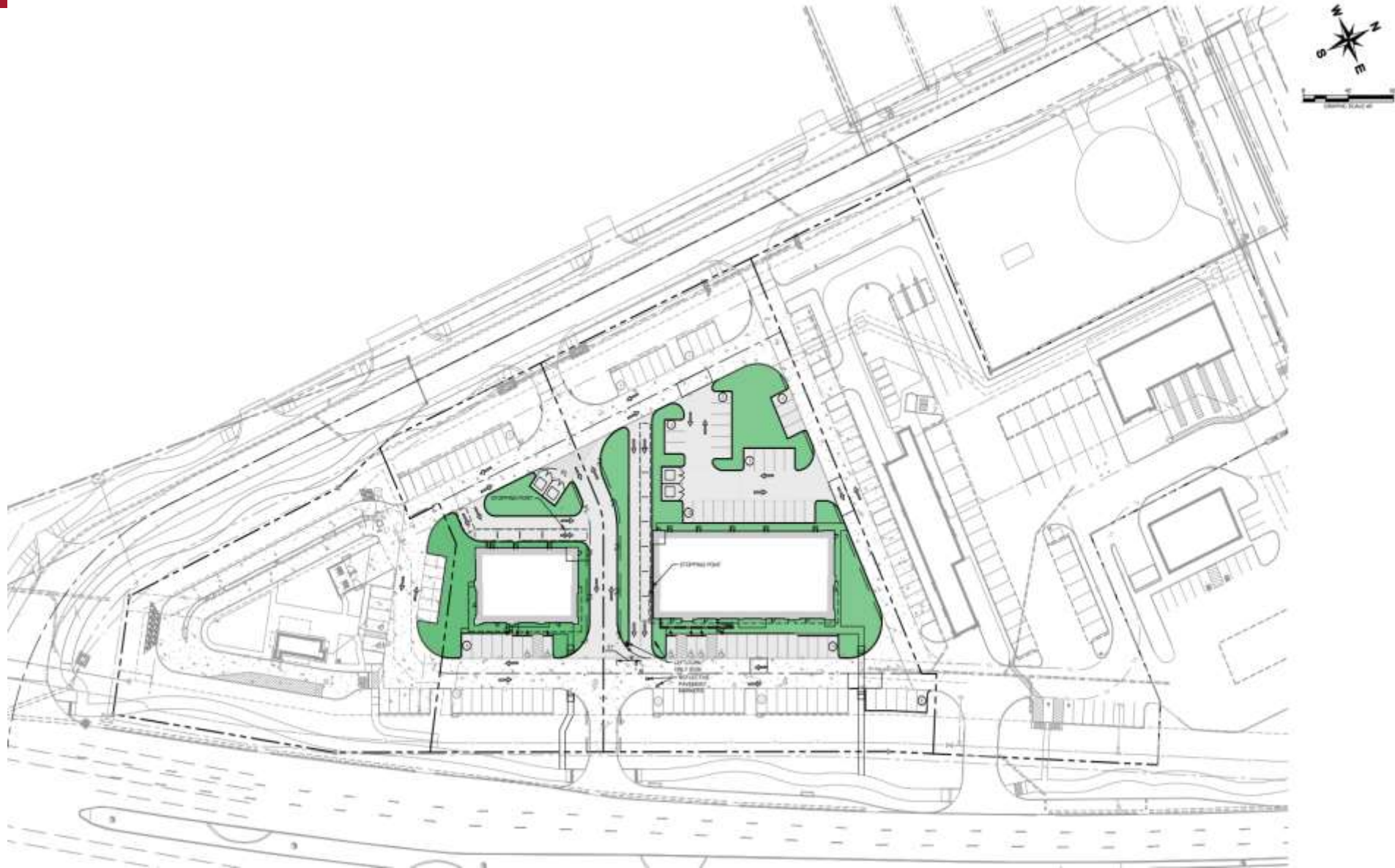
Purpose

- Construct two restaurant/retail buildings totaling 16,600 square feet and associated parking.

History

- A Preliminary Site Plan (DEVAPP-24-0082) was approved by the Planning & Zoning Commission on September 4, 2024.





VICINITY MAP



LEGEND

	PROPOSED FIRE ALARM DEVICE (SIGNALS AND 1.575' SIZES ONLY)
	EXISTING FIRE ALARM
	PROPOSED SOUNDER
	PROPOSED CONTROL VALVE
	PROPOSED CONTROL VALVE
	EXISTING CONTROL VALVE
	EXISTING FIRE PUMP (S/N)
	VALVE (S/N) AUTOMATIC
	VALVE (S/N) MANUAL
	FIRE DEPARTMENT CONNECTION
	APPROVED METER (S/N)
	HAND CONTROL
	FLOW METER
	ANTI-SIPHON (S/N) (S/N) (S/N)
	TACTICAL
	ALARM
	ALARM
	ALARM
	ALARM
	ALARM
	ALARM
	ALARM
	ALARM

NOTES

[illegible]

BLOCK E, LOT 4 SITE DATA TABLE

[illegible]

BLOCK E, LOT 3 SITE DATA TABLE

[illegible]

BENCH MARK LIST

034419 10 SET ON SW CORNER OF A CURB INLET
LOCATED ON THE SW BLOCK CORNER OF
PRESTON ROAD AND FIRST STREET
ELEV +793.1

034420 10 SET ON SW CORNER OF A CURB INLET
LOCATED ON THE WEST SIDE OF PRESTON
ROAD 303 NORTH OF THE NORTH CURB L.S.
OF SOUTH CRAIG RANCH ROAD
ELEV +796.1



Know what's below.
Call before you dig.



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: Subject – Park Improvement and Parkland Dedication Agreement with Prosper Hills and Park Place Property Developments

Town Council Meeting – February 25, 2025

Strategic Visioning Priority: 1. Acceleration of Infrastructure

Agenda Item:

Consider and act upon a Park Improvement Fee Agreement between the Town of Prosper, PPP 100 Dev, LLC, and Shaddock-Prosper Park Place 2, LLC, for the Park Place and Prosper Hills developments.

Description of Agenda Item:

By Town Ordinance, developers in Prosper are assessed Park Improvement and Parkland Dedication fees for residential development. These fees and dedicated land are used to build parks, park amenities, and hike and bike trails. The fee structure is \$1,500 per single-family residential unit, and 1 acre of parkland dedicated per 35 single-family units, or the equivalent in cash based on current market value per acre of land.

The Parks Department has negotiated with the developers of Park Place and Prosper Hills to use a portion of the fees from these developments to pay for a combination of widened walks, 12 foot-wide Veloweb hike and bike trail, soft-surface nature trails, and a gravel parking lot. These improvements are illustrated in the exhibits of the attached Agreement. These trail and park improvements will be made to the Windsong Community Park property and the immediate surrounding area. The developer will construct the improvements outlined in the Agreement and provide proof of costs to Town Staff. If the costs are approved, the amount is credited back to the developer in lieu of Park Improvement Fee payments due to the Town.

The Parks and Recreation Board unanimously approved this Park Improvement Fee Agreement at their February 13, 2025 meeting.

Budget Impact:

Park Improvement Fees set forth in this Agreement:

- Park Place Property – 206 lots @ \$1,500 = \$309,000

- Prosper Hills Property – 166 lots @ \$1,500 = \$249,000

Item 16.

Parkland Dedication Fees set forth in this Agreement:

- Park Place Property – 206 lots @ 1 acre per 35 residential units = 5.886 acres. Land valuation of \$108,444 / acre per 2024 Denton Central Appraisal District valuation. Fee in lieu of dedication = \$638,270.
- Prosper Hills Property – 166 lots @ 1 acre per 35 residential units = 4.743 acres. Land valuation of \$90,018 / acre per 2024 Denton Central Appraisal District valuation. Fee in lieu of dedication = \$426,943.

The schedule below of negotiated improvements to be credited the Developer against Fees owed to the Town. The balance of fees not credited will be paid to the Town in cash.

ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COMPLETED TOTAL	NOTES
Estimated Park Trail Improvements Costs					
12' Veloweb Trail	LF	2,250	\$ 95.00	\$ 213,750.00	alignment TBD
Low water crossings	EA	3	\$ 25,000.00	\$ 75,000.00	materials / lengths TBD
10' Collector Trail	LF	750	\$ 71.15	\$ 53,362.50	along north side of Prosper Trail & connect to Windsong Ph 9 to west
Temporary Parking Area	EA	1	\$ 35,000.00	\$ 35,000.00	gravel
Primitive Trail	LF	6,150	\$ 8.00	\$ 49,200.00	mowed paths
Miscellaneous	LS	1	\$ 10,000.00	\$ 10,000.00	benches, trash cans, etc.
Total				\$ 436,312.50	

Legal Obligations and Review:

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

Attached Documents:

- Park Improvement Fee Agreement for Park Place & Prosper Hills.

Town Staff Recommendation:

Town Staff recommends approval of a Park Improvement Fee Agreement between the Town of Prosper, PPP 100 Dev, LLC, and Shaddock-Prosper Park Place 2, LLC, for the Park Place and Prosper Hills developments.

Proposed Motion:

I move to approve a Park Improvement Fee Agreement between the Town of Prosper, PPP 100 Dev, LLC, and Shaddock-Prosper Park Place 2, LLC, for the Park Place and Prosper Hills developments.

After Recording Return to:

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

PARK IMPROVEMENT FEE AGREEMENT
 (PARK PLACE & PROSPER HILLS)

THIS PARK IMPROVEMENT FEE AGREEMENT (the "**Agreement**") is made and entered into as of this ____ day of _____, 202_ (the "**Effective Date**"), by and among **PPP 100 DEV LLC**, a Texas limited liability company ("**Park Place**") and **SHADDOCK-PROSPER PARK PLACE 2, LLC**, a Texas limited liability company ("**Prosper Hills**") and collectively Park Place and Prosper Hills are referenced herein as "**Developer**", and the **TOWN OF PROSPER, TEXAS**, a Texas home-rule municipality ("**Town**"), on the terms and conditions hereinafter set forth.

W I T N E S S E T H:

WHEREAS, Developer desires to fulfill its park improvement fee obligations associated with the development of the Property (as hereinafter defined in Section 1), as prescribed in the Town's ordinances; and

WHEREAS, in consideration of Developer's actions set forth below, the Town agrees that Developer may fulfill its park improvement fee obligations in the manner set forth below.

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, Town, and Developer agree as follows:

1. **Land Subject to Agreement.** The land that is subject to this Agreement is:
 - (a) That certain real property owned by Park Place in the Town of Prosper, Denton County, Texas, as more particularly described on Exhibit A-1, attached hereto and incorporated herein by reference (the "**Park Place Property**"); and
 - (b) That certain real property owned by Prosper Hills in the Town of Prosper, Denton County, Texas, as more particularly described on Exhibit A-2, attached hereto and incorporated herein by reference (the "**Prosper Hills Property**", and collectively with the Park Place Property, the "**Property**").
2. **Payments.**
 - (a) Notwithstanding any provision in this Agreement to the contrary, the Property shall be assessed park improvement fees in the amount of \$1,500 per single family unit and \$2,000 per multi-family unit, in the Property (the "**Park Improvement Fees**") in accordance with the Town's ordinances as they now exist or hereafter may be amended.

These payments of and/or credits to the Park Improvement Fees shall be in accordance with the obligations set forth in this Agreement.

- (i) Park Place Property – 206 lots @ \$1,500 = \$309,000.
- (ii) Prosper Hills Property – 166 lots @ \$1,500 = \$249,000.

(b) The Property shall satisfy the parkland dedication requirement in accordance with the Town's ordinances via the payment of a fee in lieu of dedication (the "**Park Dedication Fees**"). The fee in lieu of dedication for each Property are detailed below:

- (i) Park Place Property – 206 lots @ 1 acre per 35 residential units = 5.886 acres. Land valuation of \$108,444 / acre per 2024 Denton Central Appraisal District valuation. Fee in lieu of dedication = \$638,270.
- (ii) Prosper Hills Property – 166 lots @ 1 acre per 35 residential units = 4.743 acres. Land valuation of \$90,018 / acre per 2024 Denton Central Appraisal District valuation. Fee in lieu of dedication = \$426,943.

3. **Trail Improvements Credits.**

(a) The Town shall provide credits to the Park Improvement Fees in an amount equal to the Construction Costs (as hereinafter defined in Section 3(e)) of the 10' Collector Trails constructed adjacent to the Property as generally shown on Exhibit B and illustrated on the Town's Hike and Bike Master Plan (collectively, the "**Trail Improvements**") that exceed the cost to construct a standard width sidewalk by Developer pursuant to this Agreement. The Town acknowledges that Park Place and Prosper Hills shall each be responsible for portions of the Trail Improvements. Provided that the applicable Developer completes the applicable Trail Improvements in accordance with this Agreement, the Town shall provide Credits (as hereinafter defined in Section 3(e)) to residential developments within the Property, including multi-family residential developments, as the case may be, from time to time for the Construction Costs of their respective portions of the Trail Improvements. No credit will be given to non-residential developments.

(b) The Trail Improvements shall be constructed in accordance with all applicable Town ordinances, rules and regulations, and substantially in accordance with the plans and specifications for construction of the Trail Improvements. Any modification or amendment to such plans and specifications is subject to approval by the Town, which approval will not be unreasonably withheld, conditioned or delayed.

(c) Notwithstanding anything to the contrary set forth herein or in applicable Town ordinances, rules or regulations, the Town agrees that if, in connection with construction of the Trail Improvements, any trees that are required to be removed pursuant to the Town approved plans and specifications for construction of the Trail Improvements listed on Exhibit B, Developer may not be required to comply with any applicable tree mitigation requirements. Developer must inform the Town of any tree removals and must limit the tree removal to those areas that are required to complete the Trail Improvements.

(d) As a condition to receiving any Credit, Developer shall tender to the Town evidence, in a form(s) reasonably acceptable to the Town, including affidavits of payment/affidavits as to debts and liens ("**Evidence of Payment(s)**"), of the Construction Costs of the Trail Improvements incurred and paid by Developer. The term "**Construction Costs**" as used herein shall include engineering and landscape architecture design costs, surveying costs, construction costs, and geotechnical materials testing costs.

(e) Upon Developer providing the Town the Evidence of Payment(s), the Town will credit the applicable Developer and/or Property (as to individual lots designated by Developer) for the amount of Construction Costs (each, a "**Credit**") set forth in the Evidence of Payment(s), which Credit shall be applied toward the actual amount of the Park Improvement Fees due or that may become due on the Property. If the Park Improvement Fees which are due on the Property at any time exceed the amount of the Credit available at such time, then Developer (or the applicable owner of the portion of the Property for which the Park Improvement Fees are due) shall tender the remaining balance of Park Improvement Fees due (the "**Paid Park Improvement Fees**") under the Town's ordinances, which Paid Park Improvement Fees shall be deposited by the Town in the Escrow Account (as hereinafter defined in Section 4(f)).

4. **Park Improvements Reimbursement.**

(a) The Town and Developer agree that Park Place may receive reimbursements from Paid Park Improvement Fees for all or portions of the trails and temporary parking improvements generally shown on Exhibit C, attached hereto and made a part hereof (the "**Park Trail Improvements**") and all or portions of the improvements to the Community Park (the "**Park Field Improvements**", and collectively with the Park Trail Improvements, the "**Park Improvements**") constructed by Park Place on the land owned by the Town as more particularly described on Exhibit D, attached hereto and incorporated herein by reference (the "**Parkland**"). The Town acknowledges that Park Place shall be responsible for construction of those portions of the Park Improvements as agreed upon by Park Place and Town. Provided that Park Place completes the applicable Park Improvements in accordance with this Agreement, the Town shall provide Reimbursements (as hereinafter defined in Section 4(e)) to Park Place from time to time for the Construction Costs of the applicable Park Improvement out of the Paid Park Improvement Fees.

(b) The Park Improvements shall be constructed in accordance with all applicable Town ordinances, rules and regulations, and substantially in accordance with the plans and specifications to be prepared by Park Place and approved by the Town for construction of the Park Improvements. Any modification or amendment to such plans and specifications is subject to approval by Park Place and the Town, which approval will not be unreasonably withheld, conditioned or delayed.

(c) Notwithstanding anything to the contrary set forth herein or in applicable Town ordinances, rules or regulations, the Town agrees that if, in connection with construction of the Park Improvements, any trees are required to be removed pursuant to the Town approved plans and specifications for construction of the Park Improvements, Park Place shall not be required to comply with any applicable tree mitigation requirements. Park

Place must inform the Town of any tree removals and must limit the tree removal to those areas that are required to complete the Park Improvements.

(d) Prior to receiving any Reimbursement, Park Place shall tender to the Town Evidence of Payment(s) of the Construction Costs of the Park Improvements incurred and paid by Park Place.

(e) Upon Park Place providing the Town the Evidence of Payment(s), the Town will reimburse Park Place for the amount of Construction Costs for the Park Improvements (each, a "**Reimbursement**") set forth in the Evidence of Payment(s).

(f) The Town agrees to deposit the Paid Park Improvement Fees in, and provide Reimbursements to Park Place from, a segregated escrow account (the "**Escrow Account**"). The Town shall provide statements upon request by Park Place showing the balance of such Escrow Account.

(g) Park Place represents that the estimated construction costs for the Park Trail Improvements are Four Hundred Forty Thousand and No/100 Dollars (\$440,000.00) (the "**Estimated Park Trail Improvements Costs**"), as more particularly described in Exhibit E, attached hereto and incorporated herein for all purposes. The scope of the Park Field Improvements and the resulting estimated construction costs (the "**Estimated Park Field Improvements Costs**", and collectively with the Estimated Park Trail Improvements Costs, the "**Estimated Costs**") may be developed and agreed upon by both Park Place and the Town. Park Place shall obtain bids on the construction of each of its respective portions of the Park Improvements from qualified contractors and shall provide a copy of such bids received, together with an estimated time frame for completion of construction of such portion of the Park Improvements, to the Town for their review and approval (the "**Approved Costs**"). Park Place shall: (i) execute a contract for the construction of each of its respective portions of the Park Improvements; (ii) construct each of its respective portions of the Park Improvements; and (iii) use commercially reasonable efforts to complete each of its respective portions of the Park Improvements within the applicable estimated time frame and obtain the Town's acceptance of same.

(h) Reimbursements shall be paid to Park Place until the entire amount of the eligible Construction Costs for the Park Improvements have been disbursed to Park Place, to the extent of the Paid Park Improvement Fees; provided, however, such reimbursements shall not exceed the Approved Costs unless the amount by which the actual Construction Costs incurred exceeds the Approved Costs is approved by the Town.

(i) If all Reimbursements for the Park Improvements have been made or Park Place and Town have terminated this Agreement, the Town may transfer any remaining Paid Park Improvement Fees in the Escrow Account to the Town's general permanent park fees fund.

(j) Developer and the Town acknowledge and agree that the Park Improvement Fees collected may be less than the Reimbursement to which Developer is entitled and the Town is not obligated to pay more than the Park Improvement Fees collected.

5. **Park Improvements Maintenance Obligation.** Maintenance of the Park Improvements shall be in accordance with the obligations set forth in this Agreement.

(a) **Initial Maintenance Obligations.** Park Place agrees, at its sole cost and expense, to mow a minimum 3' width along each side of all trails constructed within the Parkland (the "**Initial Maintenance Obligations**"). Park Place shall be responsible for any and all costs associated with the Initial Maintenance Obligations for a period beginning at the completion of the Park Improvements until the beginning of the Town's following fiscal year. The Town and Park Place agree that under no circumstances shall the Town be responsible for any part or portion of the costs associated, directly or indirectly, with the Initial Maintenance Obligations until such time as the Town assumes Maintenance Obligations.

(b) **Town Maintenance Obligations.** Maintenance of the Park Improvements shall become the responsibility of the Town, once the Initial Maintenance Obligation has been completed. The Park Improvements shall be maintained in accordance with Town Standards.

6. **Default.** Prior to the exercise of any remedy by the Town or Developer due to a default by any of the parties, (i) the non-defaulting party shall deliver a written notice to the defaulting party formally notifying in reasonable detail the defaulting party of its default, and (ii) the default(s) identified in the default notice shall not be a default hereunder and the non-defaulting party shall not exercise any remedy if the default is cured within thirty (30) days following the defaulting party's receipt of such default notice; provided, however, that if such default is non-monetary and cannot reasonably be cured within such thirty (30) day period, the defaulting party may have a reasonable period of time to cure such default if the defaulting party commences action to cure such default within such period of thirty (30) days and thereafter diligently proceeds to cure such default and provided that such extended period does not exceed an additional thirty (30) days. Notwithstanding anything to the contrary, the parties agree that if a default is not cured within the applicable time period, the sole and exclusive remedies of the non-defaulting party will be to terminate this Agreement and thereafter the parties will not have any further rights, duties or obligations under this Agreement, except that any obligations or liabilities that accrued prior to the date of termination will survive.

7. **Covenant Running with Land.** The obligations set forth herein relate to the Property, in whole and in part, and this Agreement shall be a covenant running with the land and the Property and shall be binding upon the Developer and their respective successors, assignees, and grantees. In addition, the parties shall cause this Agreement to be filed in the Real Property Records of Denton County, Texas. Notwithstanding the foregoing, the obligations herein that burden the Property shall be released either by (i) upon request by Developer for a Property upon completion of the Trail Improvements within its limits, payment of its Park Improvement Fees as established by Section 2(a) less the Trail Improvements Credits established by Section 3, and payment of the fee in lieu of park land dedication established by Section 2(b) or (ii) automatically as to each lot therein which is conveyed subsequent to the final plat for the Property, or portion thereof, being reviewed, approved and executed by the Town and filed in the Denton County Real Property Records. Any third party, including any title company, grantee or lien holder, shall be entitled to rely upon this Section to establish whether such termination has occurred with respect to any lot.

8. Notices. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via facsimile or a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the parties shall be as follows:

If to Town:	Town of Prosper Attn: Town Manager 250 W. First Street P. O. Box 307 Prosper, Texas 75078 Telephone: (972) 346-2640
With a copy to:	Town Attorney 250 W. First Street P. O. Box 307 Prosper, Texas 75078 Telephone: (972) 346-2640
If to Park Place:	PPP Dev 100, LLC ATTN: Vijay Borra 826 Mango Court Coppell, TX 75019 Telephone: (972) 304-0506
If to Prosper Hills:	Shaddock-Prosper Park Place 2, LLC ATTN: William Shaddock 2400 Dallas Parkway, Suite 560 Plano, TX 75093 Telephone: (972) 985-5505

9. Captions and Headings. The captions and headings of the Sections of this Agreement are for convenience and reference only and shall not affect, modify or amplify the provisions of this Agreement nor shall they be employed to interpret or aid in the construction of this Agreement.

10. Application of Texas Laws and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas. Venue for any action arising under this Agreement shall lie in Denton County, Texas.

11. Prevailing Party in Event of Legal Action. In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any final non-appealable judgement in any such action or proceeding shall be

entitled to recover its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

12. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any party.

13. Invalidation. Invalidation of any one of the provisions of this document by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

14. Counterparts. A telecopied facsimile or emailed pdf of a duly executed counterpart of this Agreement shall be sufficient to evidence the binding agreement of each party to the terms herein.

15. Town Manager Authorized to Execute. The Town Manager of the Town of Prosper is authorized to execute this Agreement on behalf of the Town.

16. Severability. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

17. Binding Obligation. The Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The Town warrants and represents that the individual executing this Agreement on behalf of the Town has full authority to execute this Agreement and bind the Town to the same. Developer warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind Developer to same. Further, this Agreement is and shall be binding upon Developer, its successors, heirs, assigns, grantees, vendors, trustees, representatives, and all others holding any interest now or in the future.

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

19. Roughly Proportionate Determination under Texas Law. Developer has been represented by legal counsel in the negotiation of this Agreement and been advised, or have had the opportunity to have legal counsel review this Agreement and advise Developer regarding Developer's rights under Texas and federal law. Developer hereby waives any requirement that the Town retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas Occupations Code, to review and determine that the exactions required by the Town in this Agreement, if any, as a condition of zoning approval, including the terms of this Agreement, are roughly proportional or roughly proportionate to the Project's anticipated impact. Developer specifically reserves their rights to appeal the apportionment of municipal infrastructure costs in accordance with § 212.904 of the Texas Local Government Code; however, notwithstanding the foregoing, Developer hereby waives and releases the Town from any and all liability under § 212.904 of the Texas Local Government Code, as amended, regarding or related to the cost of

those municipal infrastructure improvements required by this Agreement. This Paragraph shall survive the termination of this Agreement.

20. Rough Proportionality Determination under Federal Law. Developer hereby waives any federal constitutional claims and any statutory or state constitutional takings claims under the Texas Constitution and Chapter 395 of the Texas Local Government Code in regard to this Agreement. Developer and the Town further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements in this Agreement, if any, mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the projected impact of the terms of this Agreement. Developer further acknowledges that the benefits of zoning and platting have been accepted with full knowledge of potential claims and causes of action which may be raised now and in the future, and Developer acknowledges the receipt of good and valuable consideration for the release and waiver of such claims. This Paragraph shall survive the termination of this Agreement.

21. Vested Rights/Chapter 245 Waiver. The signatories hereto shall be subject to all ordinances of the Town, whether now existing or in the future arising. This Agreement shall confer no vested rights on the Property, or any portion thereof, unless specifically enumerated herein. In addition, nothing contained in this Agreement shall constitute a "permit" as defined in Chapter 245, Texas Local Government Code, and nothing in this Agreement provides the Town with fair notice of Developer's project. This Section shall survive the termination of this Agreement.

22. Developer's Warranties/Representations. All warranties, representations and covenants made by Developer in this Agreement or in any certificate or other instrument delivered by Developer to the Town under this Agreement shall be considered to have been relied upon by the Town and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by the Town or on the Town's behalf.

23. Consideration. This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

24. Sovereign Immunity. The parties agree that the Town has not waived its sovereign immunity by entering into and performing its obligations under this Agreement, except as to Chapter 271, Subchapter I of the Local Government Code, to the extent applicable, if at all.

25. No Third Party Beneficiaries. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.

26. Conveyances. All conveyances required herein shall be made in a form acceptable to the Town and free and clear of any and all liens and encumbrances.

27. Waiver. Waiver by any party of any breach of this Agreement, or the failure of any party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive any such party's right thereafter to enforce and compel strict compliance.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective as of the Effective Date.

TOWN:

TOWN OF PROSPER, TEXAS

By: _____
Mario Canizares, Town Manager

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared Mario Canizares, Town Manager, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the duly authorized representative for **THE TOWN OF PROSPER, TEXAS**, and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 202_.

Notary Public in and for the State of Texas

My Commission Expires: _____

DEVELOPER:
PARK PLACE

PPP DEV 100 LLC
 a Texas limited liability company

By: McKinney Real Estate LLC
 a Texas limited liability company
 its Manager

By: _____
 Vijay Borra, Manager

By: _____
 Ramana Juvvadi, Manager

STATE OF TEXAS §
 §
 COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared Vijay Bora, Manager of McKinney Real Estate LLC, a Texas limited liability company, the Manager of **PPP 100 DEV, LLC**, a Texas limited liability company, who acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated on behalf of said limited liability companies.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 202_.

 Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
 COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared Ramana Juvvadi, Manager of McKinney Real Estate LLC, a Texas limited liability company, the Manager of **PPP 100 DEV, LLC**, a Texas limited liability company, who acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated on behalf of said limited liability companies.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 202_.

 Notary Public in and for the State of Texas

PROSPER HILLS

SHADDOCK-PROSPER PARK PLACE 2, LLC
a Texas limited liability company

By: _____
William C. Shaddock, Jr., Manager

STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared William C. Chaddock, Jr., Manager of **SHADDOCK-PROSPER PARK PLACE 2, LLC**, a Texas limited liability company, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated on behalf of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 202_.

Notary Public in and for the State of Texas

Exhibit A-1**Park Place Property**

BEING a tract of land located in the J. DURRETT SURVEY, ABSTRACT NO. 350 and the L. NETHERLY SURVEY, ABSTRACT NO. 962, Denton County, Texas, and being part of a tract of land conveyed in Deed to Prosper 100 LP, according to the document of record filed in Instrument No. 2019-21287, Official Public Records, Denton County, Texas (O.P.R.C.C.T.), and being more particularly described as follows:

BEGINNING at a 1/2" iron rod with a yellow cap stamped "DAA" found on the west line of a tract of land described in Deed as Tract IV to Blue Star Allen Land, LP, recorded in Instrument No. 2011-60030, O.P.R.C.C.T., at the common southeast corner of said Prosper 100 LP tract and the northeast corner of Lot 1, Block X, ARTESIA NORTH PHASE 4, an Addition to the Town of Prosper, Denton County, Texas, according to the Plat of record filed in Cabinet 2016, Slide 76, Plat Records, Denton County, Texas (P.R.C.C.T.);

THENCE N 89° 32' 20" W, along the south line of said Prosper 100 LP tract, a distance of 2,751.04 feet to a 5/8" iron rod with a yellow cap stamped "RPLS 5674" set on the north line of Lot 3, Block X, ARTESIA NORTH PHASE 2, an Addition to the Town of Prosper, Denton County, Texas, according to the Plat of record filed in Cabinet 2017, Slide 164, P.R.C.C.T.;

THENCE Leaving said south line, over and across said Prosper 100 LP tract, the following courses and distances:

N 00° 27' 40" E, a distance of 243.63 feet to a 5/8" iron rod with a yellow cap stamped "RPLS 5674" set;

N 15° 53' 05" W, a distance of 74.81 feet to a 5/8" iron rod with a yellow cap stamped "RPLS 5674" set;

N 20° 33' 12" W, a distance of 93.06 feet to a 5/8" iron rod with a yellow cap stamped "RPLS 5674" set;

N 19° 11' 38" W, a distance of 92.93 feet to a 5/8" iron rod with a yellow cap stamped "RPLS 5674" set;

N 15° 33' 55" W, a distance of 92.94 feet to a 5/8" iron rod with a yellow cap stamped "RPLS 5674" set;

N 30° 13' 29" W, a distance of 98.75 feet to a 5/8" iron rod with a yellow cap stamped "RPLS 5674" set on the common west line of said Prosper 100 LP tract and the east line of a tract of land conveyed in Deed to Prosper Hills, LLC, according to the document of record filed in Instrument No. 2017-82639, O.P.R.C.C.T.;

THENCE N 00° 12' 38" E, along the common line of said Prosper 100 LP tract and said Prosper Hills LLC tract, passing at a distance of 786.64 feet a 1/2" iron rod found and continuing in all

for a total distance of 805.79 feet to a 1/2" iron rod found at the common northwest corner of said Prosper 100 LP tract and the northeast corner of said Prosper Hills LLC tract;

THENCE N 89° 24' 39" E, along the north line of said Prosper 100 LP tract, a distance of 1,852.41 feet to a 1/2" iron rod found at the southeast corner of a tract of land conveyed in Deed to Prosper Meadows LP, according to the document of record filed in Instrument No. 2019-65177, O.P.R.C.C.T.;

THENCE N 89° 20' 59" E, along the common north line of said Prosper 100 LP tract and the south line of said Prosper Meadows LP tract, a distance of 1,057.81 feet to a 5/8" iron rod with a yellow cap stamped "RPLS 5674" set at the common northeast corner of said Prosper 100 LP tract and the northwest corner of the above mentioned Tract IV;

THENCE S 00° 12' 49" W, along the common east line of said Prosper 100 LP tract and the west line of said Tract IV, a distance of 1,524.31 feet to the POINT OF BEGINNING, and containing 98.241 acres of land, more or less.

Exhibit A-2**Prosper Hills Property**

BEING a tract of land situated in the L. Netherly Survey, Abstract No. 962 and A. Roberts, Abstract No. 1115, Town of Prosper, Denton County, Texas, all of Lot 1, Block A, SEC-TEEL PROSPER ADDITION, an Addition to the Town of Prosper, Denton County, Texas, recorded in Document No. 2022-130, Plat Records, Denton County, Texas (PRDCT), being a portion of a called 70.670 acre tract of land described in a deed to SHADDOCK-PROSPER PARK PLACE 2, LLC, recorded in Document No. 2024-8530, of the Official Records of Denton County, Texas (ORDCT), and all of a called 1.742 acre tract of land described in a deed to SHADDOCK-PROSPER PARK PLACE 2, LLC, recorded in Document No. 2024-8531, ORDCT, being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod with plastic cap stamped "SPIARSENG" found for the south end of a corner clip being the intersection of the east line of Teel Parkway, a variable width public right-of-way, the right-of-way thereof being dedicated to the Town of Prosper by said plat of SEC-TEEL PROSPER ADDITION, with the south line of Prosper Trail, a variable width public right-of-way, for a westerly corner of said Lot 1;

THENCE N 16°36'12" E, 14.14 feet along said corner clip and said dedication per plat, to a 1/2" iron rod with plastic cap stamped "SPIARSENG" found for corner, being a southerly corner of the right-of-way conveyed to the Town of Prosper by deed, recorded in Document No. 2022-32136 ORDCT;

THENCE N 16°39'53" E, 35.32 feet continuing along said corner clip and said right-of-way dedication to a 1/2" iron rod with plastic cap stamped "SPIARSENG" found for the north end of said corner clip;

THENCE along the south line of Prosper Trail, and same for said right-of-way dedication, around a non-tangent curve to the right having a central angle of 10°03'52", a radius of 745.00 feet, a chord of N 67°19'26" E - 130.70 feet, an arc length of 130.87 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" found;

THENCE N 72°21'22" E, 8.76 feet continuing along the south line of Prosper Trail, and same for said right-of-way dedication, to a 1/2" iron rod with plastic cap stamped "SPIARSENG" found for a southeasterly corner of said dedication;

THENCE N 00°02'02" E, 87.73 feet to a point into and through Prosper Trail, along an easterly line of said dedication, and of an easterly line of the right-of-way dedication created by the final plat of Windsong Ranch Phase 9, recorded in Document No. 2023-238 PRDCT;

THENCE N 88°22'00" E, 8.44 feet to a point along Prosper Trail, and along the south line of said dedication to a point for corner;

THENCE N 89°55'15" E, 298.38 feet to a point through Prosper Trail to another corner of said dedication per plat;

THENCE N 89°23'41" E, 1,560.34 feet to a point through Prosper Trail, along a south line of said dedication to a point for the northwest corner of PPP 100 DEV LLC, recorded in Document No. 2023-88234 ORDCT;

THENCE along the east line of said 70.670 acre tract and said 1.742 acre tract, the following courses and distances:

S 00°12'38" W, 44.94 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

S 00°12'38" W, 760.78 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

S 30°13'29" E, 98.75 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

S 15°33'55" E, 92.94 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

S 19°11'38" E, 92.93 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

S 20°33'12" E, 93.06 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

S 15°53'05" E, 74.81 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

S 00°27'40" W, 243.59 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set on the north line of Lot 3, Block X, of ARTESIA NORTH PHASE 2, an Addition to the Town of Prosper, Denton County, Texas, recorded in Document No. 2017-164, PRDCT, from which an "X" in concrete found for the intersection of the centerlines of Greenbelt Park Lane and Sutton Park Avenue, bears S 26°14'33" E, 50.62 feet;

THENCE N 89°32'20" W, 712.69 feet along the north line of said Artesia North Phase 2 to a 1/2" iron rod with plastic cap stamped "SPIARSENG" found for the northwest corner thereof;

THENCE S 00°03'28" E, 259.07 feet along the west line of said ARTESIA NORTH PHASE 2 to a point at the northeast corner of a remainder of a tract conveyed to Inwood Plaza Joint Venture, recorded in Volume 4233, Page 738, Deed Records, Denton County, Texas;

THENCE N 89°32'20" W, 1,248.54 feet along the north line of said remainder, to the northeast corner of Teel Parkway Extension, an addition to the Town of Prosper, recorded in Document No. 2018-397 PRDCT, and the southeast corner of a right-of-way dedication to the Town of Prosper, recorded in Document No. 2023-75070, ORDCT, same being on the east line of said Teel Parkway;

THENCE N 00°08'40" W, 170.30 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE N 90°00'00" W, 60.05 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE N 00°02'02" E, 1,023.35 feet along said dedication to a 1/2" iron rod with plastic cap stamped "SPIARSENG" found for the south corner of said Lot 1;

THENCE along the west line of said Lot 1, the following courses and distances:

A non-tangent curve to the left having a central angle of 01°08'29", a radius of 1,060.00 feet, a chord of N 19°32'53" W - 21.12 feet, an arc length of 21.12 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" found;

N 20°22'59" W, 150.91 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" found;

A non-tangent curve to the left having a central angle of 00°10'12", a radius of 1070.00 feet, a chord of N 28°18'42" W - 3.18 feet, an arc length of 3.18 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" found;

N 28°23'48" W, 171.85 feet to the POINT OF BEGINNING and containing 3,144,009 square feet or 72.176 acres of land.

Exhibit B

Trail Improvements

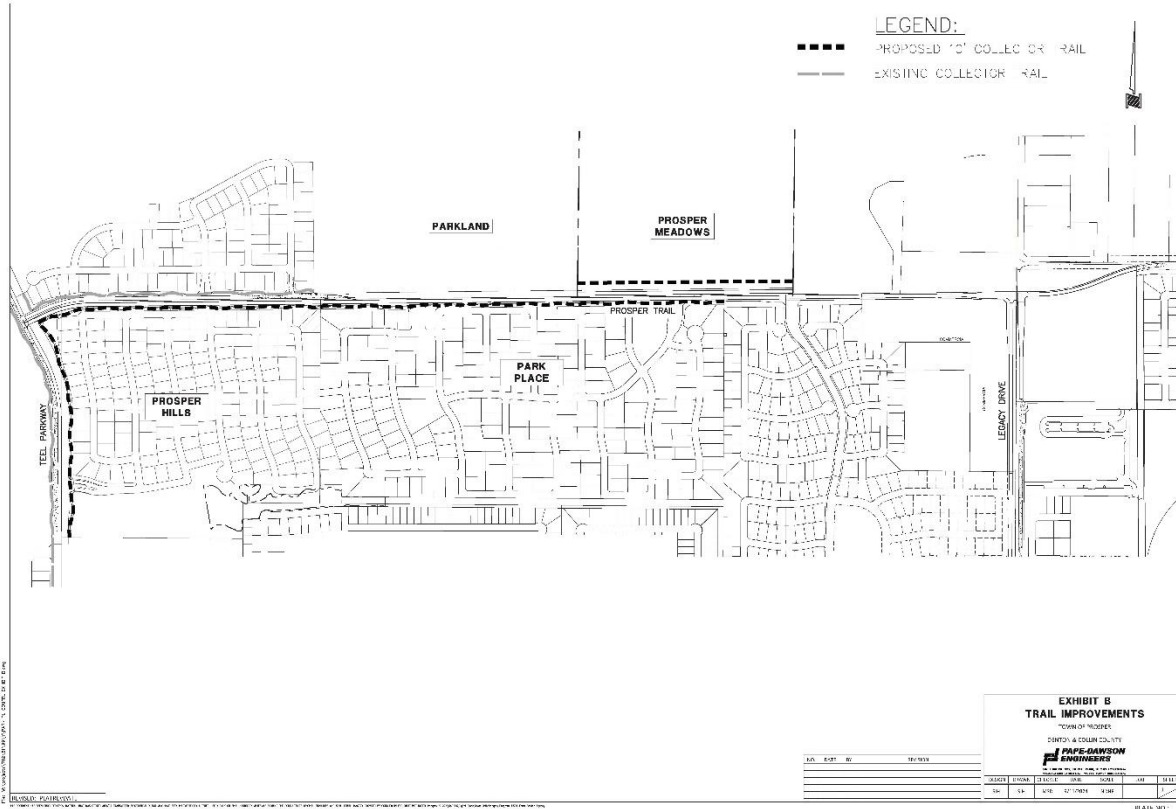


Exhibit C

Park Trail Improvements

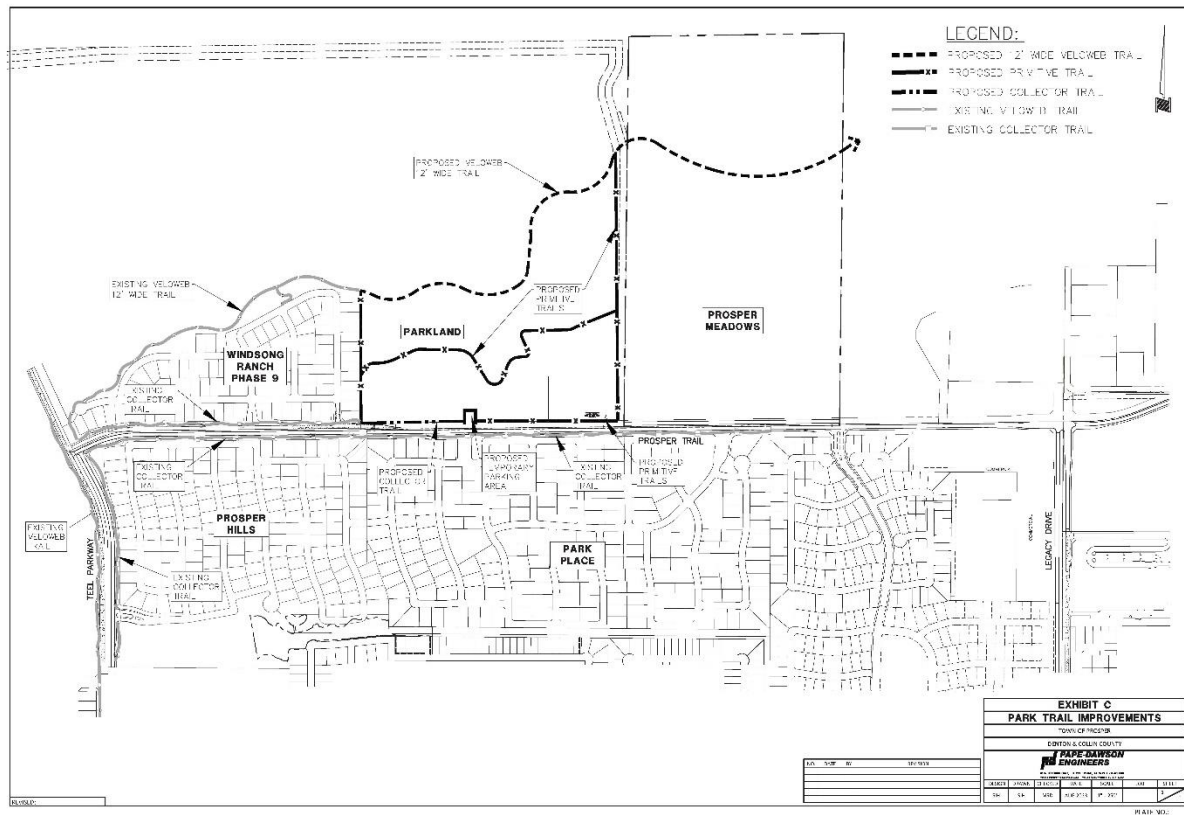


Exhibit C – Park Trail Improvements (Park Place)

Exhibit D**Parkland**

Lot 1, Block A of the Conveyance Plat Prosper Road Community Park, an addition to the Town of Prosper, Denton County, Texas, recorded as Document No. 2015-8 in the Plat Records of Denton County, Texas.

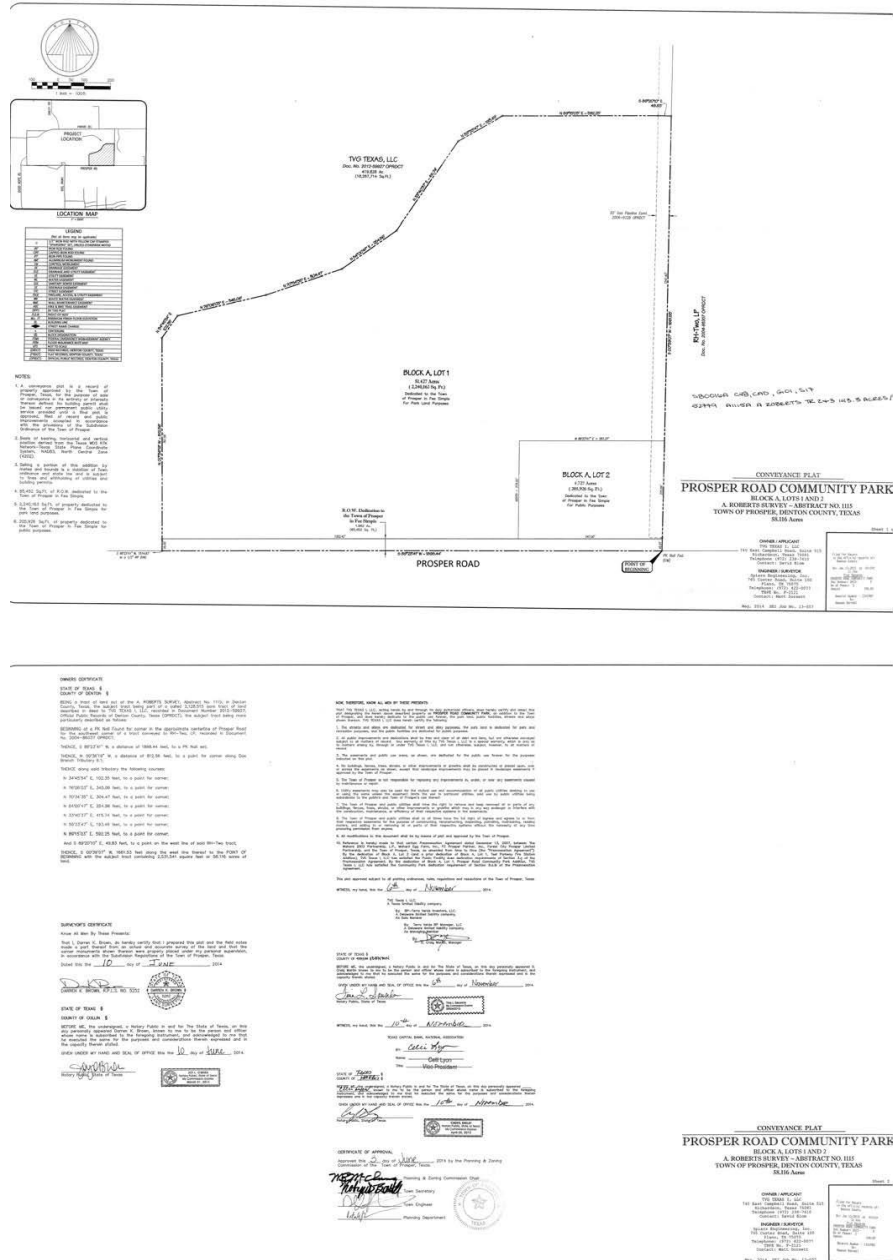


Exhibit E

Estimated Park Trail Improvements Costs

ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COMPLETED TOTAL	NOTES
Estimated Park Trail Improvements Costs					
12' Veloweb Trail	LF	2,250	\$ 95.00	\$ 213,750.00	alignment TBD
Low water crossings	EA	3	\$ 25,000.00	\$ 75,000.00	materials / lengths TBD
10' Collector Trail	LF	750	\$ 71.15	\$ 53,362.50	along north side of Prosper Trail & connect to Windsong Ph 9 to west
Temporary Parking Area	EA	1	\$ 35,000.00	\$ 35,000.00	gravel
Primitive Trail	LF	6,150	\$ 8.00	\$ 49,200.00	mowed paths
Miscellaneous	LS	1	\$ 10,000.00	\$ 10,000.00	benches, trash cans, etc.
Total				\$ 436,312.50	