



**Agenda**  
**Prosper Town Council Meeting**  
Prosper Town Hall, Council Chambers  
250 W. First Street, Prosper, Texas  
Tuesday, January 23, 2024  
**6:15 PM**

Welcome to the Prosper Town Council Meeting.

Citizens may watch the meeting live by using the following link: [www.prospertx.gov/livemeetings](http://www.prospertx.gov/livemeetings)

**Addressing the Town Council:**

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

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

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

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

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

**Call to Order/ Roll Call.**

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

**Announcements of recent and upcoming events.**

**Presentations.**

1. Presentation of a Proclamation to the University of Texas at Dallas Naveen Jindal School of Management recognizing its Capstone Senior Project program. (LJ)
2. Presentation of a Proclamation declaring the week of January 13-28, 2024 as Health for Humanity Yogathon. (MLS)
3. Recognize Frank Jaromin, Public Works Director, for his years of dedicated service to the Town of Prosper upon his retirement. (CE)

## **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 9, 2024, Town Council Work Session meeting. (MLS)
5. Consider and act upon the minutes from the January 9, 2024, Town Council Regular meeting. (MLS)
6. Consider acceptance of the December 2023 monthly financial report. (CL)
7. Consider and act upon ratifying an emergency purchase expenditure to Consolidated Traffic Controls, Inc. related to the Town's emergency repair of a traffic signal pole located at Prosper Trail and the Dallas North Tollway (DNT). (FJ)
8. Consider and act upon an ordinance releasing 19.358 Acres, more or less, generally located west of FM 1385 in Denton County, from the Town's Extraterritorial Jurisdiction. (TW)
9. Consider and authorize the transfer of \$6,102,367.26 in American Rescue Plan Act (ARPA) funds to Upper Trinity Regional Water District (UTRWD) to support the expansion of the Doe Branch Wastewater Treatment Plant. (CE)
10. Consider and act upon an ordinance amending the Town of Prosper Zoning Ordinance by amending conditional development standards for certain location requirements of gas pumps contained in Subpart 3 and Subpart 17 of Subsection 1.4 of Section 1 of Chapter 3. (ZONE-23-0039) (DH)
11. Consider and act upon an ordinance to rezone 26.1± acres from Agricultural (AG) to Planned Development-126 (PD-126), for Prosper School Church Addition, Block A, Lot 2, located north of West First Street and west of South Legacy Drive. (ZONE-23-0030) (DH)
12. Consider and act upon authorizing the Town Manager to execute a Development Agreement between James Riley and the Town of Prosper relative to Rock Creek Church. (DH)
13. Consider and act upon an ordinance to rezone 34.7± acres from Commercial (C) to Planned Development-119 (PD-119), for Collin County School Land Survey, Abstract No. 147, Tract 47, located north of West Prosper Trail and west of North Dallas Parkway. (Z22-0019) (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:**

- [14.](#) Conduct a public hearing to consider and act upon a request for a Specific Use Permit (SUP) for a Wireless Communications and Support Structure, on Lakewood Preserve, Block A, Lot 1, on 0.1± acre, located south of East First Street and east of South Coit Road. (ZONE-23-0036) (DH)
- [15.](#) Consider and act upon awarding CSP No. 2024-10-B to Zachry Construction Corporation, related to construction services for the Legacy Drive (Prairie – First) – 4 Lanes project; and authorizing the Town Manager to execute a construction agreement for same. (HW)
- [16.](#) Consider and act upon awarding CSP No. 2024-11-B to Maya Underground Contractors LLC, related to construction services for the Dallas North Tollway (Prosper Trail - Frontier) 12-inch Waterline project; and authorizing the Town Manager to execute a construction agreement for same. (HW)
- [17.](#) Consider and act upon a resolution of the Town Council of the Town of Prosper, Texas, declaring the public necessity to acquire certain properties for right-of-way, drainage easements, a water easement, a street easement, a sidewalk easement and temporary construction easements for the construction of the Craig Road (Preston - Fifth) project; determining the public use and necessity for such acquisition; authorizing the acquisition of property rights necessary for said Project; appointing an appraiser and negotiator as necessary; authorizing the Town Manager to establish just compensation for the property rights to be acquired; authorizing the Town Manager to take all steps necessary to acquire the needed property rights in compliance with all applicable laws and resolutions; and authorizing the Town Attorney to institute condemnation proceedings to acquire the property if purchase negotiations are not successful. (HW)
18. Discuss and consider Town Council Subcommittee reports. (DFB)

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

**EXECUTIVE SESSION:**

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

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

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

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

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

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

**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, January 19, 2024, and remained so posted at least 72 hours before said meeting was convened.

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

\_\_\_\_\_  
Date Notice Removed

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

**NOTICE**

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

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



## MINUTES

Item 4.

**Prosper Town Council Work Session**  
Prosper Town Hall – Council Chambers  
250 W. First Street, Prosper, Texas  
Tuesday, January 9, 2024

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

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

### **Council Members Present:**

Mayor David F. Bristol  
Mayor Pro-Tem Craig Andres *arrived at 5:17 p.m.*  
Deputy Mayor Pro-Tem Marcus E. Ray  
Councilmember Amy Bartley  
Councilmember Chris Kern  
Councilmember Jeff Hodges  
Councilmember Charles Cotten

### **Staff Members Present:**

Mario Canizares, Town Manager  
Michelle Lewis Sirianni, Town Secretary  
Terry Welch, Town Attorney  
Bob Scott, Deputy Town Manager  
Chuck Ewings, Assistant Town Manager  
Robyn Battle, Executive Director  
Hulon Webb, Director of Engineering Services  
Dan Baker, Parks and Recreation Director  
Kaylynn Stone, Special Events Coordinator  
David Hoover, Development Services Director  
Suzanne Porter, Planning Manager  
Chris Landrum, Finance Director  
Doug Kowalski, Police Chief

### **Items for Individual Consideration**

#### **1. Discussion regarding the 2024 Special Events Calendar. (DB)**

Mr. Baker presented the proposed 2024 Special Events Calendar along with an overview of event goals, significant dates and other local events that were considered when selecting event dates.

The Town Council discussed the proposed dates and noted their agreement for the events listed.

### **EXECUTIVE SESSION:**

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

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

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

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

*Section 551.071 – To receive legal advice regarding land use and development issues.*

The Town Council recessed into Executive Session at 5:39 p.m.

**Reconvene into Work Session.**

The Town Council reconvened into the Work Session at 6:03 p.m.

**Adjourn.**

The meeting was adjourned at 6:04 p.m.

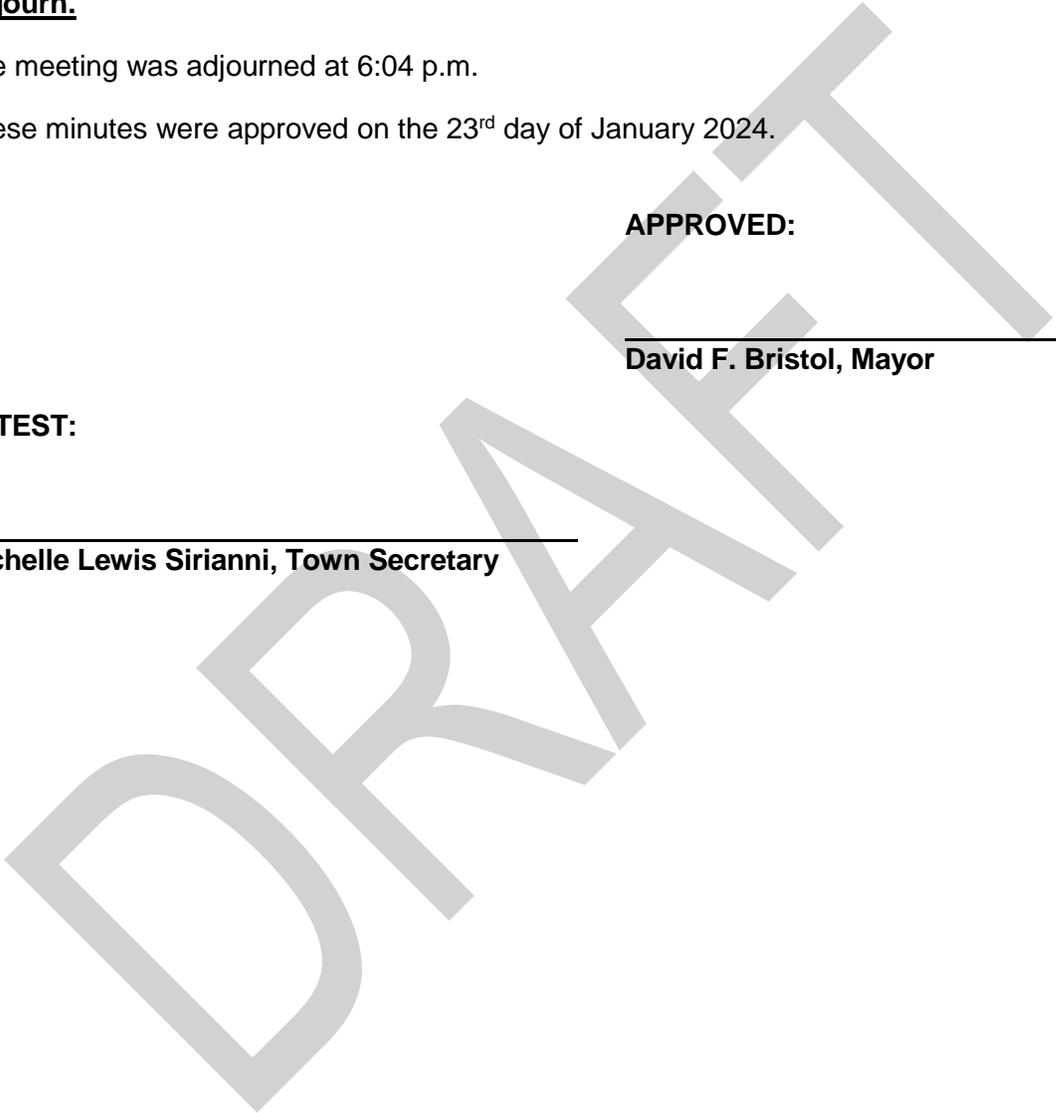
These minutes were approved on the 23<sup>rd</sup> day of January 2024.

**APPROVED:**

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

**ATTEST:**

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





**MINUTES**  
**Prosper Town Council Meeting**  
Prosper Town Hall, Council Chambers  
250 W. First Street, Prosper, Texas  
Tuesday, January 9, 2024

**Call to Order/ Roll Call.**

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

**Council Members Present:**

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

**Staff Members Present:**

- Mario Canizares, Town Manager
- Michelle Lewis Sirianni, Town Secretary
- Terry Welch, Town Attorney
- Bob Scott, Deputy Town Manager
- Chuck Ewings, Assistant Town Manager
- Robyn Battle, Executive Director
- David Hoover, Development Services Director
- Hulon Webb, Director of Engineering
- Suzanne Porter, Planning Manager
- Chris Landrum, Finance Director
- Mary Ann Moon, Economic Development Director
- Dan Baker, Parks and Recreation Director
- Todd Rice, Communications and Media Relations Manager
- Kellen Land, Help Desk Technician
- Doug Kowalski, Police Chief
- Stuart Blasingame, Fire Chief

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

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

**Announcements of recent and upcoming events.**

Councilmember Kern made the following announcements:

Residents are still able to drop off their live Christmas tree through January 14 at the drop-off site located at Tucker Pak, 454 E. First Street. Service is open to all Prosper residents and businesses free of charge.

A reminder that Town offices will be closed Monday, January 15 for the Martin Luther King Jr. Holiday. There will be no trash service delays due to the holiday.

Join Mayor Bristol and Prosper ISD Superintendent Dr. Holly Ferguson for the State of the Community hosted by the Prosper Chamber of Commerce and presented by Children's Health

on Thursday, January 18 from 11:00 a.m. to 1:00 p.m. for a year-end recap and what exciting things are ahead in 2024. Citizens may register for the event at prosperchamber.com.

Residents may check out all the exciting Winter programs being offered at the library. Programs are available for all ages. View the Winter Programs by visiting the Library Department page on the Town's website.

Deputy Mayor Pro-Tem Ray announced that it was National Law Enforcement Day and thanked those serving within our Police Department.

### **Presentations.**

**1. Presentation to the Town of Prosper for receiving the Commission for Accreditation of Parks and Recreation Agencies (CAPRA) award. (DB)**

Mr. Baker introduced the item with an overview of the criteria and standards for the CAPRA award.

Mayor Bristol thanked the members of the Parks and Recreation and invited them and the members of the Town Council forward for a picture.

**2. Presentation regarding the 2023 Mayor's Fitness Challenge. (DB)**

Mr. Baker introduced the item with an overview of the 2023 Mayor's Fitness Challenge including the number of participants, hours completed, etc. Mr. Baker stated the 2023 overall winner is Mike Gregory.

Mayor Bristol presented Mr. Gregory with a THRIVES and Mayors coin.

Mayor Bristol recognized Deputy Mayor Pro-Tem Rays milestone birthday.

### **CONSENT AGENDA:**

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

- 3. Consider and act upon the minutes from the December 12, 2023, Town Council Work Session meeting. (MLS)**
- 4. Consider and act upon the minutes from the December 12, 2023, Town Council Regular meeting. (MLS)**
- 5. Consider acceptance of the November 2023 monthly financial report. (CL)**
- 6. Consider and act upon Ordinance 2024-01 amending Ordinance No. 2022-54 (FY 2022-2023 Annual Budget). (CL)**
- 7. Consider and act upon Ordinance 2024-02 amending Ordinance No. 2023-60 (FY 2023-2024 Annual Budget). (CL)**
- 8. Consider and act upon approving an agreement between Aclara Technologies LLC and the Town of Prosper for maintenance and support from Aclara, a sole source provider, and consider and act upon approving an amendment to the existing Aclara Maintenance Agreement between Aclara Technologies LLC and**

- the Town of Prosper to add Aclara Network Freedom to the existing Maintenance Agreement; and authorizing the Town Manager to execute the same. (CL)
9. Consider and act upon approval of the purchase and installation of a shade structure for the Cynthia A. Cockrell Elementary School Playground. (DB)
  10. Consider and act upon approving a new Lease Agreement for Dylan Drive property housing Park Operations and authorizing the Town Manager to execute documents for same. (DB)
  11. Consider and act upon approving the annual purchase of ammunition and range supplies from GT Distributors, Inc. and authorizing the Town Manager to execute documents for the same. (DK)
  12. Consider and act upon Resolution 2024-03 approving a Service Agreement with Flock Group, Inc. for the lease of flock safety automatic license plate recognition (ALPR) cameras and authorizing the Town Manager to execute documents for the same. (DK)
  13. Consider and act upon a Multiple Use Agreement (MUA) between the Town of Prosper, Texas and the Texas Department of Transportation (TxDOT) for the construction, maintenance, and operation of a public Fixed License Plate Reader System; and to authorize the Town Manager to execute documents for the same. (DK)
  14. Consider and act upon approving a Service Agreement between Honeywell International, Inc., dba US Digital Designs by Honeywell, and the Town of Prosper regarding fire station alerting equipment and authorizing the Town Manager to execute documents for the same. (SB)
  15. Consider and act upon authorizing the Town Manager to execute the First Amendment to the Interlocal Agreement between the City of Celina, Texas, and the Town of Prosper, Texas, related to cost participation in construction of interim asphalt improvements on Legacy Drive from Frontier Parkway to Parvin Road. (HW)
  16. Consider and act upon Ordinance 2024-04 repealing the Town's Juvenile Curfew Ordinance, found in Article 8.04 of Chapter 8 of the Code of Ordinances. (TW)
  17. Consider and act upon Ordinance 2024-05 amending Section 1.09.017 of the Code of Ordinances relative to the carrying of firearms in Town parks, and Sections 8.03.001 and 8.01.002 of the Code of Ordinances relative to the carrying and discharge of firearms in Town buildings or in the Town limits. (TW)
  18. Consider and act upon Ordinance 2024-06 amending the Code of Ordinances by adding a new Article 8.09 to Chapter 8 Prohibiting the Dumping of Trash on Public or Private Property. (TW)
  19. Consider and act upon Ordinance 2024-07 amending Chapter 4, Section 5.2 – Location of Required Screening, of the Town of Prosper Zoning Ordinance to modify the screening requirements for trash and recycling collection areas. (ZONE-23-0025) (DH)
  20. Consider and act upon Ordinance 2024-08 amending the Town of Prosper Zoning Ordinance by amending conditional development standards for restaurants contained in Subsection 1.4 of Section 1 of Chapter 3; amending

non-residential landscaped area requirements contained in Subsection 2.6(C) of Section 2 of Chapter 4; repealing existing Subsection 4.9 of Section 4 of Chapter 4 related to loading space requirements and replacing it with a new Subsection 4.9; adding a new Subsection 4.10 of Section 4 of Chapter 4 related to stacking requirements; amending the location of required screening contained in Subsection 5.2 of Section 5 of Chapter 4; and amending provisions related to adjacency of certain uses to residential zoning contained in Subsection 9.11 of Section 9 of Chapter 4. (ZONE-23-0033) (DH)

21. Consider and act upon Ordinance 2024-09 amending Chapter 3, Section 1.4, Subpart 38 – Automobile Sales/Leasing, Used, of the Town of Prosper Zoning Ordinance to provide additional criteria for this use. (ZONE-23-0026) (DH)
22. Consider and act upon a request for a Façade Plan for Gates of Prosper, Phase 3, Block B, Lot 2, on 15.8± acres, located north of US 380 and west of Preston Road. The property is zoned Planned Development-67 (PD-67) Gates of Prosper. (DEVAPP-23-0165) (DH)
23. Consider and act upon Ordinance 2023-77 to rezone for a Specific Use Permit (SUP) for a Concrete Batching Plant, on 5.0± acres, located south of West First Street and west of South Dallas Parkway. (S20-0002) (DH)
24. Consider and act upon Ordinance 2024-10 to rezone 0.4± acres from Single Family-15 (SF-15) to Planned Development-124 (PD-124), for Bryant’s Addition, Block 11, Lots 1, 11, and 12, located on the northeast corner of South Coleman Street and East Third Street. (ZONE-23-0027) (DH)
25. Consider and act upon authorizing the Town Manager to execute a Development Agreement between Michael Bryant & Curtis Klieger and the Town of Prosper relative to 105 South Coleman Street. (DH)
26. Consider and act upon Ordinance 2024-11 to rezone 0.5± acres from Single Family-15 (SF-15) to Planned Development-125 (PD-125), for Bryant’s Addition, Block 22, Lots 7, 8, and 9, located on the northwest corner of South Parvin Street and East Second Street. (ZONE-23-0028) (DH)
27. Consider and act upon authorizing the Town Manager to execute a Development Agreement between Kevin & Jennifer Pittman and the Town of Prosper relative to 202 South Parvin Street. (DH)
28. 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)

Mayor Bristol stated staff requested to pull item 10.

Councilmember Bartley requested to pull item 26 and 27.

Deputy Mayor Pro-Tem Ray requested to pull item 17.

Councilmember Cotten made a motion to approve items 3 through 9, 11 through 16, 18 through 25, and item 28. Mayor Pro-Tem Andres seconded that motion. Motion carried unanimously.

Regarding item 10, Mr. Baker made a brief presentation noting an update of the payment calculation and language within the lease agreement.

Councilmember Cotten asked if due to the excess paid, would the Town receive a refund. Mr. Baker replied that he would ask.

Councilmember Cotten made a motion to approve a new Lease Agreement for Dylan Drive property housing Park Operations and authorizing the Town Manager to execute documents for same. Mayor Pro-Tem Andres seconded that motion. Motion carried unanimously.

Regarding item 17, Deputy Mayor Pro-Tem Ray asked if the proposed aligns with the state legislature and expressed concerns of the language within Section 8.03.002 (a) regarding the discharge of any kind within Town limits.

Deputy Mayor Pro-Tem Ray made a motion to table item 17. Councilmember Kern seconded that motion. Motion carried unanimously.

*Councilmember Bartley left the dais.*

Councilmember Cotten made a motion to approve items 26 and 27 as presented. Mayor Pro-Tem Andres seconded that motion. Motion carried with a 6-0 vote.

*Councilmember Bartley returned to the dais.*

### **CITIZEN COMMENTS**

No comments were made.

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

- 29. Conduct a public hearing and consider and act upon a request for a Planned Development for a House of Worship on 26.1± acres, on Prosper School Church Addition, Block A, Lot 2, located north of West First Street and west of South Legacy Drive. The property is zoned Agricultural. (ZONE-23-0030) (DH)**

Mr. Hoover introduced this item noting current location and surrounding zonings along with listed permitted uses, depictions of the building elevations, and maximum percentages. The Planning and Zoning Commission unanimously recommended approval. Staff is recommending approval.

Councilmember Bartley asked if the three trailers currently on the property would be removed. Mr. Hoover replied that they would be removed once construction is finished.

The Town Council also discussed the east elevation of the building in relation to the street it faces and view from the street.

Mayor Bristol opened the public hearing.

No comments were made.

Mayor Bristol closed the public hearing.

Councilmember Hodges made a motion to approve a request for a Planned Development for a House of Worship on 26.1± acres, on Prosper School Church

Addition, Block A, Lot 2, located north of West First Street and west of South Legacy Drive. Deputy Mayor Pro-Tem Ray seconded that motion. Motion carried unanimously.

**30. Conduct a public hearing to consider and act upon a request for a Specific Use Permit (SUP) to allow Retail Stores and Shops, a Convenience Store (without Gas Pumps), Dry Cleaning, Minor, and Gymnastics/Dance Studio uses on 3.6± acres on Windsong Ranch Office Addition, Block A, Lot 2, located south of Parvin Road and east of North Teel Parkway. The property is zoned Planned Development-103 (PD-103) Windsong Ranch Office. (ZONE-23-0023) (DH)**

Mr. Hoover introduced this item, noting the current location and descriptions of the two buildings being proposed which are over 10,000 square feet in size. Mr. Hoover indicated that there would be significant exterior screening and provided depictions of the elevations. The Planning and Zoning Commission recommended approval. Staff recommends approval.

The Town Council discussed the proposed uses within the SUP; allowing by right versus using a Development Agreement and requested limiting the stucco to a smaller percentage along with a provision for landscape maintenance and excluding non-family friendly uses.

Abbi Luebbert, Project Manager,

Mayor opened the public hearing.

Rajat Kher, 4340 Cotton Belt Lane. Mayor Bristol read comments noting support of the request.

Srikant Kamatala, 16320 Benbrook Blvd. Mayor Bristol read comments noting support of the request.

Mayor closed the public hearing.

Councilmember Cotten made a motion to approve a Specific Use Permit (SUP) for Retail Stores and Shops, Dry Cleaning, Minor, and Gymnastics/Dance Studio uses on 3.6± acres on Windsong Ranch Office Addition, Block A, Lot 2, located south of Parvin Road and east of North Teel Parkway, subject to a Development Agreement, and with the building size and placement as shown on the Site Plan Exhibit, and a living screen as shown on the Landscape Plan Exhibit. Councilmember Bartley seconded that motion. Motion carried unanimously.

**31. Conduct a public hearing to consider and act upon an amendment to Chapter 3, Section 1.4 – Conditional Development Standards of the Town of Prosper Zoning Ordinance to modify requirements related to gas pumps. (ZONE-23-0039) (DH)**

Mr. Hoover introduced this item outlining the proposed changes to the amendment.

Mayor Bristol opened the public hearing.

No comments were made.

Mayor Bristol closed the public hearing.

Deputy Mayor Pro-Tem Ray made a motion to approve an amendment to Chapter 3, Section 1.4 – Conditional Development Standards of the Town of Prosper Zoning

Ordinance to modify requirements related to gas pumps. Councilmember Cotten seconded that motion. Motion carried unanimously.

**32. Conduct a public hearing to consider and act upon amending Chapter 2, Section 13 – Multifamily District; Chapter 4, Section 4.3 – Non-residential and multifamily parking provisions; and Chapter 4, Section 8 – Non-Residential & Multifamily Design and Development of the Town of Prosper Zoning Ordinance to modify Multifamily development standards. (ZONE-23-0024) (DH)**

Mayor Bristol stated this item is being proposed to table indefinitely.

Councilmember Bartley made a motion to table indefinitely item 32. Councilmember Hodges seconded that motion. Motion carried unanimously.

**33. Consider and act upon approving a Professional Services Agreement between Dunaway Associates, L.P. and the Town of Prosper, Texas, for the preparation of a Parks, Recreation & Open Space Master Plan, and authorizing the Town Manager to execute documents for the same. (DB)**

Mr. Baker introduced this item stating that the Town's current plan was adopted in 2015, and it is customary to update a plan every five (5) years. Staff is proposing an update to the plan that would include a needs assessment, population and recreation program analysis, a benchmarking study, an action plan with priority rankings, and a final updated master plan. Staff would also conduct an online survey community wide and use focus groups to gather information.

The Town Council discussed involvement from the Parks and Recreation Board, receiving public input, identifying projects in timing with the budget, and accelerating the timeline.

Ms. Battle added this would be a vital tool in preparing for the CIP as well as provide guidance for the next fiscal year budget.

Councilmember Bartley made a motion to approve a Professional Services Agreement between Dunaway Associates, L.P. and the Town of Prosper, Texas, for the preparation of a Parks, Recreation & Open Space Master Plan, and authorizing the Town Manager to execute documents for the same. Mayor Pro-Tem Andres seconded that motion. Motion carried unanimously.

**34. Consider and act upon awarding CSP No. 2024-09-B to McMahon Contracting LP, related to construction services for the Teel Parkway (US 380 – First Street) project; and authorizing the Town Manager to execute a construction agreement for same. (HW)**

Mr. Webb stated the Town received eight (8) bids for the project, and McMahon Contracting was the second lowest bid received, and ranked the highest after consideration of cost, time, and qualifications, and a project timeline of 120 days. Mr. Webb commented that PISD agreed to participate in the funding.

The Town Council clarified the start time of the project and if any impact on traffic flow would occur. Mr. Webb noted the project would begin at the end of the month and should see no additional traffic impact.

Councilmember Hodges made a motion to award CSP No. 2024-09-B to McMahon Contracting LP, related to construction services for the Teel Parkway (US 380 – First Street) project; and authorizing the Town Manager to execute a construction

agreement for same. Councilmember Cotten seconded that motion. Motion carried unanimously.

**35. Consider and act upon Ordinance 2024-12 repealing existing Article 13.08, “Right-of-Way Management,” of Chapter 13 “Utilities,” of the Town’s Code of Ordinances and replacing it with a new Article 13.08, “Right-of-Way Management”. (HW)**

Mr. Webb presented the item providing an overview of the current ordinance, why it needs to be updated, the research done in preparation for updating, and the intended results of the update.

The Town Council discussed the proposed ordinance language regarding working without a permit during an emergency and the appeal process.

Councilmember Kern made a motion to approve Ordinance 2024-12 repealing existing Article 13.08, “Right-of-Way Management,” of Chapter 13 “Utilities,” of the Town’s Code of Ordinances and replacing it with a new Article 13.08, “Right-of-Way Management” by further amending Section 13.08.062 to provide that a permit shall be submitted within two (2) days of commencement of start of work and Section 13.08.023 shall be amended to require a contractor to restore property to its prior condition. Councilmember Cotten seconded that motion. Motion carried unanimously.

**36. Discussion regarding nonprofit support options. (RB)**

Ms. Battle presented an overview of the Town’s current nonprofit organizations and those who receive financial and in-kind support from the Town. Staff is requesting feedback and direction on whether to continue or modify the Town’s current levels of support for nonprofit organizations.

The Town Council discussed current organizations and levels of support. The consensus of the Town Council was to retain current service levels with no changes being made but noting that the Chamber of Commerce and Rotary were considered non-charitable organizations.

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

Mayor Bristol provided a Legislative Subcommittee update.

Councilmember Bartley provided a Downtown Advisory Committee report noting they are continuing the prioritization of projects.

Councilmember Cotten provided a Finance Subcommittee report regarding plans for the upcoming budget and five-year planning schedule.

Deputy Mayor Pro-Tem Ray provided a Community Engagement Committee update.

Mayor Bristol announced upcoming meetings for the new Partners in Faith on January 26 and the Mayor’s Youth Advisory on January 24.

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

Deputy Mayor Pro-Tem requested for communications to be sent to business owners and HOA’s for the updates to the ROW Ordinance.

**EXECUTIVE SESSION:**

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

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

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

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

The Town Council recessed into Executive Session at 8:25 p.m.

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

The Town Council reconvened into Regular Session at 9:39 p.m.

Mayor Pro-Tem Andres made a motion to reappoint Cameron Reeves to the Planning and Zoning Commission. Councilmember Cotten seconded that motion. Motion carried unanimously.

**Adjourn.**

The meeting was adjourned at 9:40 p.m.

These minutes were approved on the 23<sup>rd</sup> day of January 2024.

**APPROVED:**

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

**ATTEST:**

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



## FINANCE

**To: Mayor and Town Council**

**From: Chris Landrum, Finance Director**

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

**Re: December 2023 Monthly Financial Report**  
**Town Council Meeting – January 23, 2024**

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

**Agenda Item:**

Consider acceptance of the December 2023 monthly financial report.

**Description of Agenda Item:**

The Town Charter requires the submission of monthly financial reports to the Town Council. In summary, both revenues and expenditures are within the expected ranges and no unexpected events have occurred that require significant changes in original projections.

The attached monthly financial report for December 2023 was prepared in the old format. This format is not particularly “user friendly” and staff is looking to reformat the monthly financial reports after the ERP software conversion.

**Budget Impact:**

There is no budgetary impact affiliated with this item.

**Legal Obligations and Review:**

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

**Attached Documents:**

1. Monthly Financial Report – December 31, 2023
2. First Quarter Financial Summary

**Town Staff Recommendation:**

Town staff recommends Town Council vote to accept submission of the monthly financial report for the period December 2023 in compliance with the requirements of the Town Charter.

**Proposed Motion:**

I move to accept the December 2023 Monthly Financial Report in compliance with charter requirements.



# MONTHLY FINANCIAL REPORT

## as of December 31, 2023

### Cash/Budgetary Basis

Prepared by  
Finance Department

January 23, 2024

TOWN OF PROSPER, TEXAS

# MONTHLY FINANCIAL REPORT

## December 2023

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**TOWN OF PROSPER, TEXAS**  
**MONTHLY FINANCIAL REPORT**  
**December 31, 2023**  
**Expected Year to Date Percent 25%**

**GENERAL FUND**

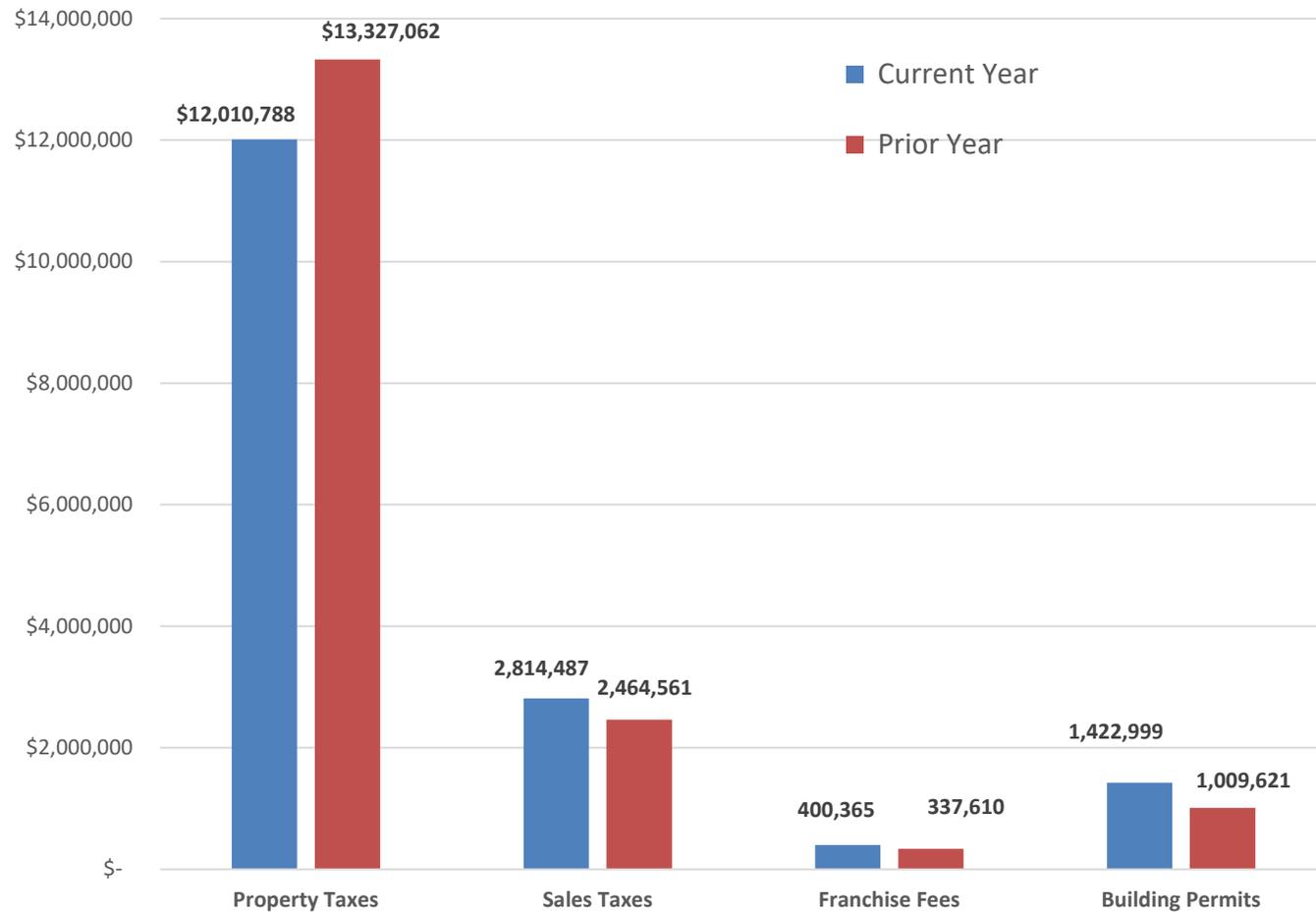
|  | Original Budget       | Budget Amendment    | Amended Budget        | Current Year YTD Actuals | Current Year Encumbrances | Current Remaining Budget Balance | YTD Percent | Note | Prior Year YTD Actuals | Change from Prior Year |
|--|-----------------------|---------------------|-----------------------|--------------------------|---------------------------|----------------------------------|-------------|------|------------------------|------------------------|
| <b>REVENUES</b>                          |                       |                     |                       |                          |                           |                                  |             |      |                        |                        |
| Property Taxes                           | \$ 21,146,121         | \$ -                | \$ 21,146,121         | \$ 12,010,788            | \$ -                      | \$ 9,135,333                     | 57%         | 1    | \$ 13,327,062          | -10%                   |
| Sales Taxes                              | 11,091,492            | -                   | 11,091,492            | 2,814,487                | -                         | 8,277,005                        | 25%         |      | 2,464,561              | 14%                    |
| Franchise Fees                           | 3,221,816             | -                   | 3,221,816             | 400,365                  | -                         | 2,821,451                        | 12%         | 2    | 337,610                | 19%                    |
| Building Permits                         | 3,700,000             | -                   | 3,700,000             | 1,422,999                | -                         | 2,277,001                        | 38%         |      | 1,009,621              | 41%                    |
| Other Licenses, Fees & Permits           | 2,180,050             | -                   | 2,180,050             | 480,585                  | -                         | 1,699,465                        | 22%         |      | 320,049                | 50%                    |
| Charges for Services                     | 1,296,023             | -                   | 1,296,023             | 239,244                  | -                         | 1,056,779                        | 18%         |      | 240,507                | -1%                    |
| Fines & Warrants                         | 300,500               | -                   | 300,500               | 103,975                  | -                         | 196,525                          | 35%         |      | 92,089                 | 13%                    |
| Intergovernmental Revenue (Grants)       | 37,840                | -                   | 37,840                | -                        | -                         | 37,840                           | 0%          |      | 120,344                | -100%                  |
| Interest Income                          | 750,000               | -                   | 750,000               | 175,732                  | -                         | 574,268                          | 23%         |      | 100,658                | 75%                    |
| Miscellaneous                            | 63,751                | -                   | 63,751                | 44,119                   | -                         | 19,632                           | 69%         |      | 30,276                 | 46%                    |
| Park Fees                                | 814,100               | -                   | 814,100               | 90,166                   | -                         | 723,934                          | 11%         |      | 124,170                | -27%                   |
| Transfers In                             | 1,297,102             | 6,084               | 1,303,186             | 334,926                  | -                         | 968,260                          | 26%         |      | 308,834                | 8%                     |
| <b>Total Revenues</b>                    | <b>\$ 45,898,795</b>  | <b>\$ 6,084</b>     | <b>\$ 45,904,879</b>  | <b>\$ 18,117,384</b>     | <b>\$ -</b>               | <b>\$ 27,787,495</b>             | <b>39%</b>  |      | <b>\$ 18,475,780</b>   | <b>-2%</b>             |
| <b>EXPENDITURES</b>                      |                       |                     |                       |                          |                           |                                  |             |      |                        |                        |
| Administration                           | \$ 9,991,267          | \$ 252,435          | \$ 10,243,702         | \$ 2,455,080             | \$ 1,092,402              | \$ 6,696,220                     | 35%         |      | \$ 1,860,490           | 32%                    |
| Police                                   | 9,595,898             | 416,623             | 10,012,521            | 1,860,427                | 691,864                   | 7,460,230                        | 25%         |      | 1,504,855              | 24%                    |
| Fire/EMS                                 | 10,562,840            | (2,028)             | 10,560,812            | 2,440,307                | 549,389                   | 7,571,116                        | 28%         |      | 2,258,737              | 8%                     |
| Public Works                             | 4,567,242             | 90,681              | 4,657,923             | 544,183                  | 513,220                   | 3,600,520                        | 23%         |      | 859,600                | -37%                   |
| Community Services                       | 7,486,803             | 57,155              | 7,543,958             | 1,553,077                | 467,733                   | 5,523,147                        | 27%         |      | 1,305,468              | 19%                    |
| Development Services                     | 4,139,855             | (559)               | 4,139,296             | 730,889                  | 81,030                    | 3,327,377                        | 20%         |      | 702,641                | 4%                     |
| Engineering                              | 2,684,047             | 15,613              | 2,699,660             | 562,554                  | 61,220                    | 2,075,886                        | 23%         |      | 466,642                | 21%                    |
| Transfers Out                            | -                     | -                   | -                     | -                        | -                         | -                                | 0%          |      | 1,945,121              | -100%                  |
| <b>Total Expenses</b>                    | <b>\$ 49,027,952</b>  | <b>\$ 829,920</b>   | <b>\$ 49,857,872</b>  | <b>\$ 10,146,516</b>     | <b>\$ 3,456,859</b>       | <b>\$ 36,254,497</b>             | <b>27%</b>  |      | <b>\$ 10,903,554</b>   | <b>-7%</b>             |
| <b>REVENUE OVER (UNDER) EXPENDITURES</b> | <b>\$ (3,129,157)</b> | <b>\$ (823,836)</b> | <b>\$ (3,952,993)</b> | <b>\$ 7,970,868</b>      |                           |                                  |             |      | <b>\$ 7,572,227</b>    |                        |
| Beginning Fund Balance October 1         |                       |                     | 15,011,987            | 15,011,987               |                           |                                  |             |      |                        |                        |
| Ending Fund Balance                      |                       |                     | <u>\$ 11,058,994</u>  | <u>\$ 22,982,855</u>     |                           |                                  |             |      |                        |                        |

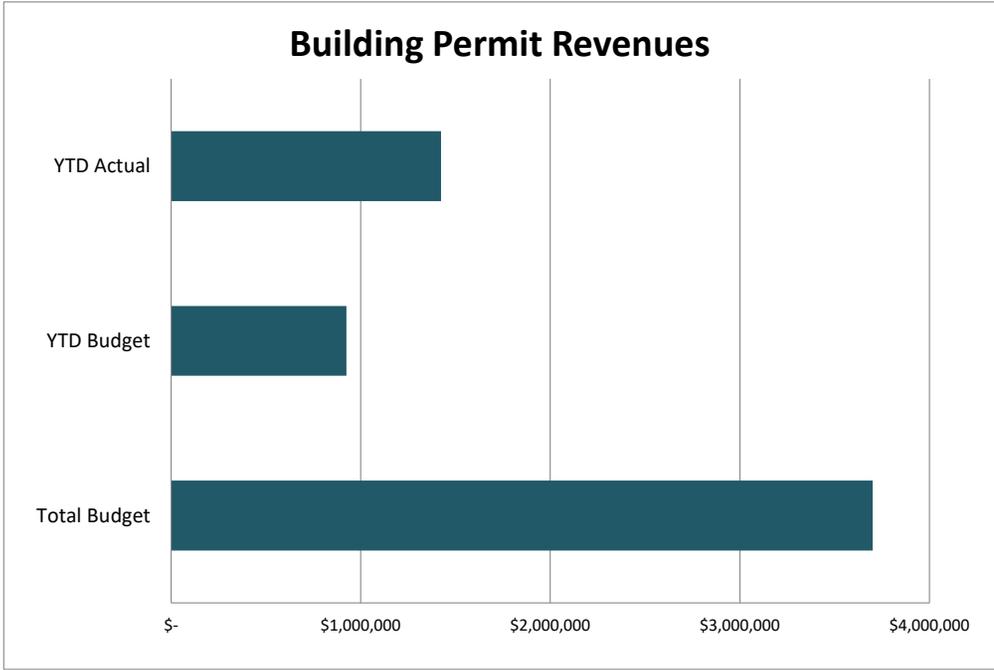
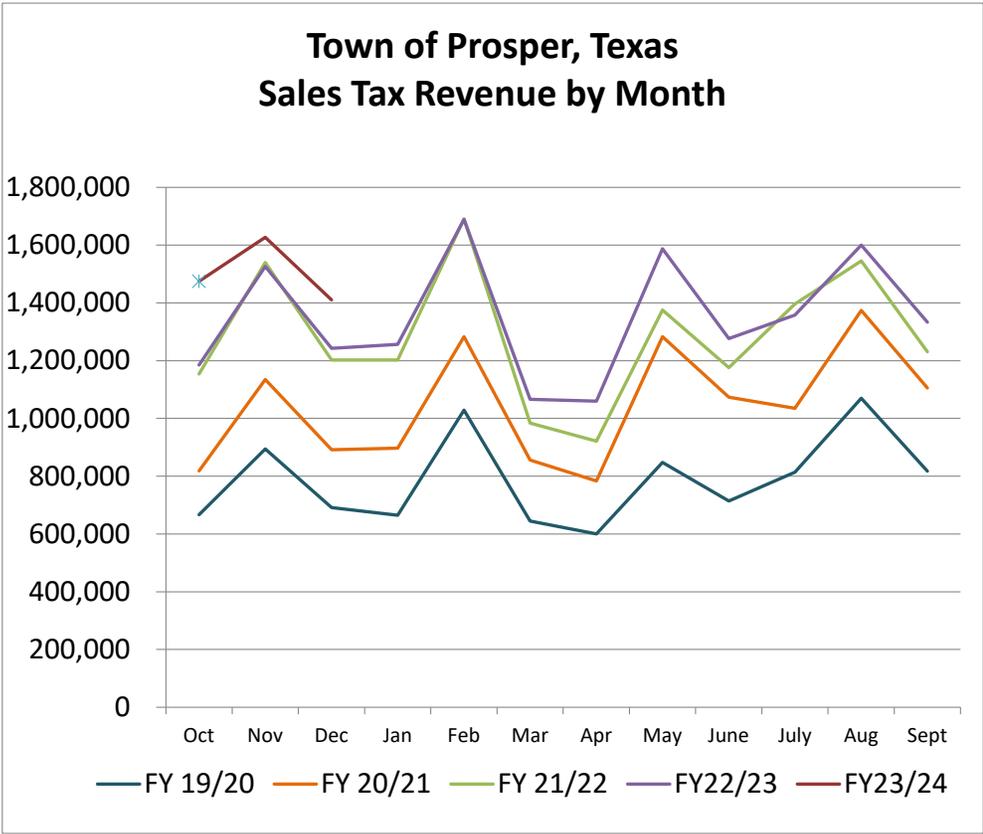
Notes

- 1 Property taxes are billed in October and the majority of collections occur December through February.
- 2 Franchise fees and other various license and fees are paid quarterly or annually.
- 3 Fund Balance Contingency per Charter and Reserve for FY23 = \$9,586,518 (21%).

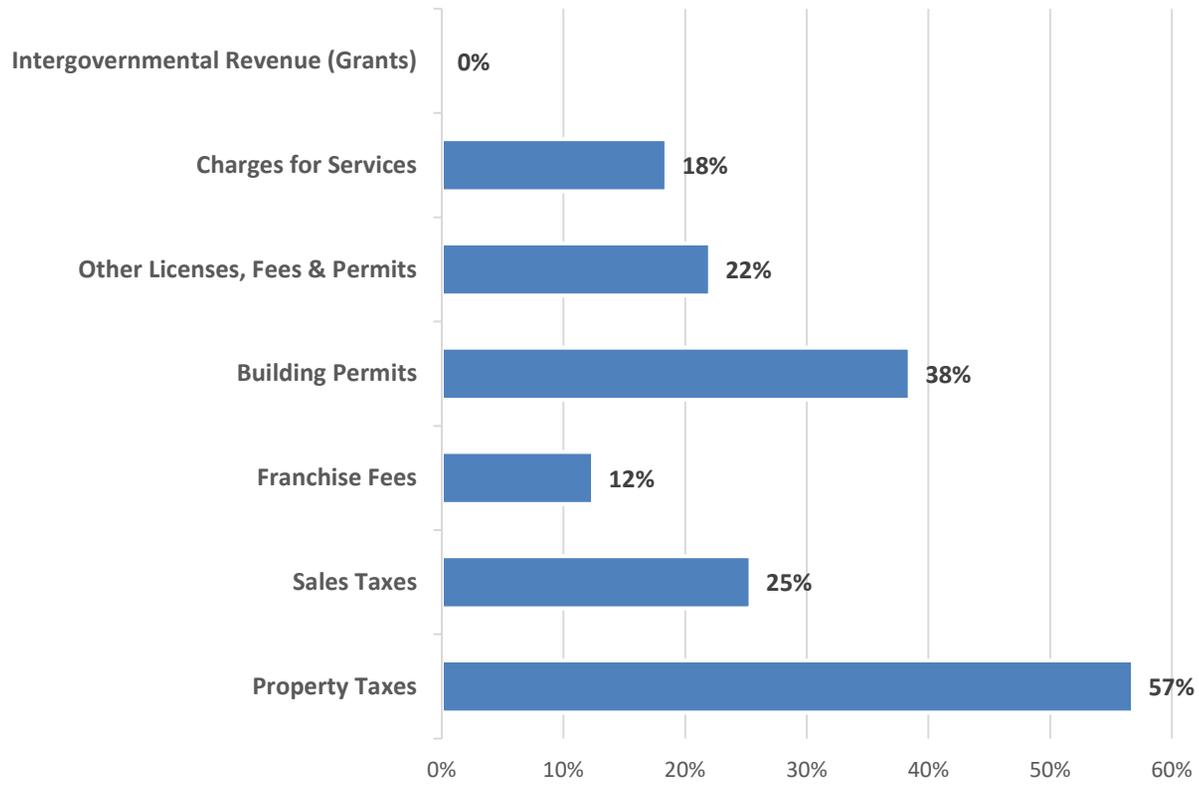
# GENERAL FUND REVENUE

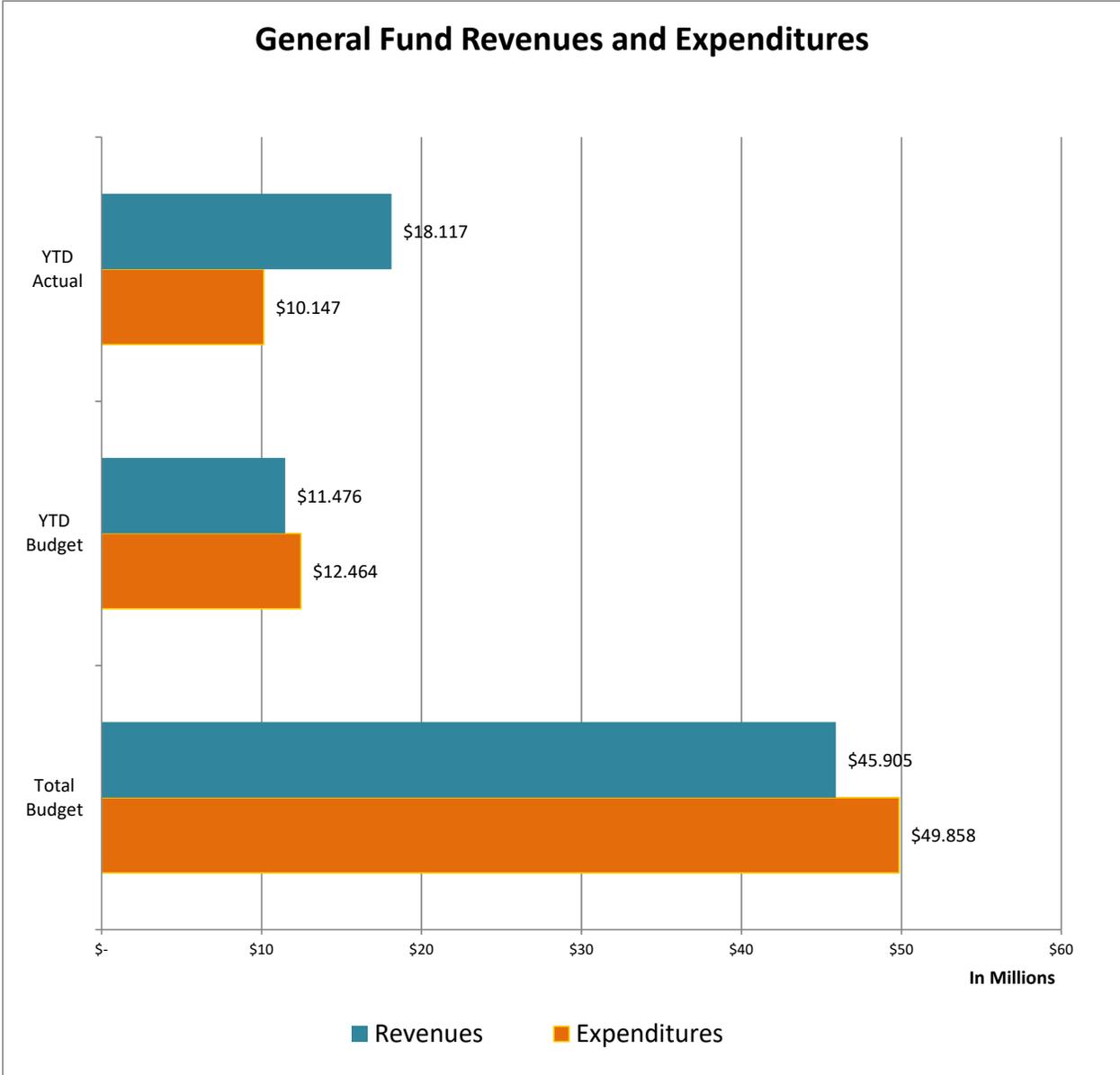
## Current YTD to Prior Year YTD Actual Comparison





## GENERAL FUND YTD REVENUE % OF ANNUAL BUDGET





TOWN OF PROSPER, TEXAS  
 MONTHLY FINANCIAL REPORT  
 December 31, 2023  
 Expected Year to Date Percent 25%

CRIME CONTROL AND PREVENTION SPECIAL PURPOSE DISTRICT

|                                   | Original Budget | Budget Amendment | Amended Budget    | Current Year YTD Actual | Current Year Encumbrances | Current Remaining Budget Balance | YTD Percent | Note | Prior Year YTD Actual | Change from Prior Year |
|-----------------------------------|-----------------|------------------|-------------------|-------------------------|---------------------------|----------------------------------|-------------|------|-----------------------|------------------------|
| <b>REVENUES</b>                   |                 |                  |                   |                         |                           |                                  |             |      |                       |                        |
| Sales Tax - Town                  | \$ 3,060,806    | \$ -             | \$ 3,060,806      | \$ 743,927              | \$ -                      | \$ 2,316,879                     | 24%         |      | \$ 652,332            | 14%                    |
| Interest Income                   | 1,200           | -                | 1,200             | -                       | -                         | 1,200                            | 0%          |      | 306                   | -100%                  |
| Other                             | -               | -                | -                 | -                       | -                         | -                                | 0%          |      | -                     | 0%                     |
| Total Revenue                     | \$ 3,062,006    | \$ -             | \$ 3,062,006      | \$ 743,927              | \$ -                      | \$ 2,318,079                     | 24%         |      | \$ 652,638            | 14%                    |
| <b>EXPENDITURES</b>               |                 |                  |                   |                         |                           |                                  |             |      |                       |                        |
| Personnel                         | \$ 3,167,364    | \$ -             | \$ 3,167,364      | \$ 847,237              | \$ -                      | \$ 2,320,127                     | 27%         |      | \$ 701,389            | 21%                    |
| Other                             | 1,200           | -                | 1,200             | -                       | -                         | 1,200                            | 0%          |      | (10,109)              | -100%                  |
| Total Expenditures                | \$ 3,168,564    | \$ -             | \$ 3,168,564      | \$ 847,237              | \$ -                      | \$ 2,321,327                     | 27%         |      | \$ 691,280            | 23%                    |
| REVENUE OVER (UNDER) EXPENDITURES | \$ (106,558)    | \$ -             | \$ (106,558)      | \$ (103,310)            |                           |                                  |             |      | \$ (38,642)           |                        |
| Beginning Fund Balance October 1  |                 |                  | 210,707           | 210,707                 |                           |                                  |             |      | 302,439               |                        |
| Ending Fund Balance Current Month |                 |                  | <u>\$ 104,149</u> | <u>\$ 107,397</u>       |                           |                                  |             |      | <u>\$ 263,797</u>     |                        |

**TOWN OF PROSPER, TEXAS**  
**MONTHLY FINANCIAL REPORT**  
**December 31, 2023**  
**Expected Year to Date Percent 25%**

**FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES SEPCIAL PURPOSE DISTRICT**

|  | Original Budget     | Budget Amendment | Amended Budget      | Current Year YTD Actual | Current Year Encumbrances | Current Remaining Budget Balance | YTD Percent | Note | Prior Year YTD Actual | Change from Prior Year |
|--|---------------------|------------------|---------------------|-------------------------|---------------------------|----------------------------------|-------------|------|-----------------------|------------------------|
| <b>REVENUES</b>                          |                     |                  |                     |                         |                           |                                  |             |      |                       |                        |
| Sales Tax - Town                         | \$ 3,060,806        | \$ -             | \$ 3,060,806        | \$ 748,254              | \$ -                      | \$ 2,312,552                     | 24%         |      | \$ 651,572            | 15%                    |
| Interest Income                          | 600                 | -                | 600                 | 1,432                   | -                         | (832)                            | 239%        |      | 494                   | 190%                   |
| Other                                    | -                   | -                | -                   | -                       | -                         | -                                | 0%          |      | -                     | 0%                     |
| <b>Total Revenue</b>                     | <b>\$ 3,061,406</b> | <b>\$ -</b>      | <b>\$ 3,061,406</b> | <b>\$ 749,686</b>       | <b>\$ -</b>               | <b>\$ 2,311,720</b>              | <b>24%</b>  |      | <b>\$ 652,065</b>     | <b>15%</b>             |
| <b>EXPENDITURES</b>                      |                     |                  |                     |                         |                           |                                  |             |      |                       |                        |
| Personnel                                | \$ 3,026,823        | \$ -             | \$ 3,026,823        | \$ 690,074              | \$ -                      | \$ 2,336,749                     | 23%         |      | \$ 616,870            | 12%                    |
| Other                                    | 2,400               | -                | 2,400               | -                       | -                         | 2,400                            | 0%          |      | (10,109)              | -100%                  |
| <b>Total Expenditures</b>                | <b>\$ 3,029,223</b> | <b>\$ -</b>      | <b>\$ 3,029,223</b> | <b>\$ 690,074</b>       | <b>\$ -</b>               | <b>\$ 2,339,149</b>              | <b>23%</b>  |      | <b>\$ 606,761</b>     | <b>14%</b>             |
| <b>REVENUE OVER (UNDER) EXPENDITURES</b> | <b>\$ 32,183</b>    | <b>\$ -</b>      | <b>\$ 32,183</b>    | <b>\$ 59,612</b>        |                           |                                  |             |      | <b>\$ 45,304</b>      |                        |
| Beginning Fund Balance October 1         |                     |                  | 495,556             | 495,556                 |                           |                                  |             |      | 203,982               |                        |
| Ending Fund Balance Current Month        |                     |                  | <u>\$ 527,739</u>   | <u>\$ 555,168</u>       |                           |                                  |             |      | <u>\$ 249,286</u>     |                        |

**TOWN OF PROSPER, TEXAS**  
**MONTHLY FINANCIAL REPORT**  
**December 31, 2023**  
**Expected Year to Date Percent 25%**

**TIRZ #1 - BLUE STAR**

|                                   | Original Budget | Budget Amendment | Amended Budget    | Current Year YTD Actual | Current Remaining Budget Balance | YTD Percent | Note | Prior Year YTD Actual | Change from Prior Year |
|-----------------------------------|-----------------|------------------|-------------------|-------------------------|----------------------------------|-------------|------|-----------------------|------------------------|
| <b>REVENUES</b>                   |                 |                  |                   |                         |                                  |             |      |                       |                        |
| Impact Fee Revenue:               |                 |                  |                   |                         |                                  |             |      |                       |                        |
| Water Impact Fees                 | \$ -            | \$ -             | \$ -              | \$ -                    | \$ -                             | 0%          |      | \$ -                  | 0%                     |
| Wastewater Impact Fees            | 750,000         | -                | 750,000           | 132,634                 | 617,366                          | 18%         |      | 34,547                | 284%                   |
| East Thoroughfare Impact Fees     | -               | -                | -                 | -                       | -                                | 0%          |      | -                     | 0%                     |
| Property Taxes - Town (Current)   | 1,108,174       | -                | 1,108,174         | -                       | 1,108,174                        | 0%          |      | -                     | 0%                     |
| Property Taxes - Town (Rollback)  | -               | -                | -                 | -                       | -                                | 0%          |      | -                     | 0%                     |
| Property Taxes - County (Current) | 236,601         | -                | 236,601           | -                       | 236,601                          | 0%          |      | -                     | 0%                     |
| Sales Taxes - Town                | 1,372,209       | -                | 1,372,209         | 220,659                 | 1,151,550                        | 16%         |      | 226,996               | -3%                    |
| Sales Taxes - EDC                 | 1,149,225       | -                | 1,149,225         | 184,802                 | 964,423                          | 16%         |      | 190,109               | -3%                    |
| Interest Income                   | 6,000           | -                | 6,000             | 12,737                  | (6,737)                          | 212%        |      | 6,804                 | 87%                    |
| Transfer In                       | -               | -                | -                 | -                       | -                                | 0%          |      | -                     | 0%                     |
| Total Revenue                     | \$ 4,622,209    | \$ -             | \$ 4,622,209      | \$ 550,833              | \$ 4,071,376                     | 12%         |      | \$ 458,457            | 20%                    |
| <b>EXPENDITURES</b>               |                 |                  |                   |                         |                                  |             |      |                       |                        |
| Professional Services             | \$ 6,000        | \$ -             | \$ 6,000          | \$ -                    | \$ 6,000                         | 0%          |      | \$ -                  | 0%                     |
| Developer Rebate                  | 4,616,209       | -                | 4,616,209         | -                       | 4,616,209                        | 0%          |      | -                     | 0%                     |
| Transfers Out                     | -               | -                | -                 | -                       | -                                | 0%          |      | -                     | 0%                     |
| Total Expenses                    | \$ 4,622,209    | \$ -             | \$ 4,622,209      | \$ -                    | \$ 4,622,209                     | 0%          |      | \$ -                  | 0%                     |
| REVENUE OVER (UNDER) EXPENDITURES |                 |                  | \$ -              | \$ 550,833              |                                  |             |      | \$ 458,457            |                        |
| Beginning Fund Balance October 1  |                 |                  | 989,032           | 989,032                 |                                  |             |      | 301,260               |                        |
| Ending Fund Balance Current Month |                 |                  | <u>\$ 989,032</u> | <u>\$ 1,539,865</u>     |                                  |             |      | <u>\$ 759,717</u>     |                        |

**TOWN OF PROSPER, TEXAS**  
**MONTHLY FINANCIAL REPORT**  
**December 31, 2023**  
**Expected Year to Date Percent 25%**

**PARK DEDICATION AND IMPROVEMENT FUNDS**

|  | Original Budget       | Budget Amendment  | Amended Budget        | Current Year YTD Actual | Current Year Encumbrances | Current Remaining Budget Balance | YTD Percent | Note | Prior Year YTD Actual | Change from Prior Year |
|--|-----------------------|-------------------|-----------------------|-------------------------|---------------------------|----------------------------------|-------------|------|-----------------------|------------------------|
| <b>REVENUES</b>                          |                       |                   |                       |                         |                           |                                  |             |      |                       |                        |
| Park Dedication-Fees                     | \$ 300,000            | \$ -              | \$ 300,000            | \$ -                    | \$ -                      | \$ 300,000                       | 0%          |      | \$ -                  | 0%                     |
| Park Improvements                        | 220,000               | -                 | 220,000               | -                       | -                         | 220,000                          | 0%          |      | -                     | 0%                     |
| Contributions/Grants                     | -                     | -                 | -                     | -                       | -                         | -                                | 0%          |      | -                     | 0%                     |
| Interest-Park Dedication                 | 2,000                 | -                 | 2,000                 | 5,374                   | -                         | (3,374)                          | 269%        |      | 4,617                 | 16%                    |
| Interest-Park Improvements               | 4,050                 | -                 | 4,050                 | 9,458                   | -                         | (5,408)                          | 234%        |      | 5,954                 | 59%                    |
| Park Dedication - Transfers In           | -                     | -                 | -                     | -                       | -                         | -                                | 0%          |      | -                     | 0%                     |
| <b>Total Revenue</b>                     | <b>\$ 526,050</b>     | <b>\$ -</b>       | <b>\$ 526,050</b>     | <b>\$ 14,832</b>        | <b>\$ -</b>               | <b>\$ 511,218</b>                | <b>3%</b>   |      | <b>\$ 10,572</b>      | <b>40%</b>             |
| <b>EXPENDITURES</b>                      |                       |                   |                       |                         |                           |                                  |             |      |                       |                        |
| Pecan Grove Park                         |                       | 5,200             | 5,200                 | 5,200                   | -                         | -                                | 100%        |      | -                     | 0%                     |
| Capital Project                          | 800,000               | -                 | 800,000               | -                       | -                         | 800,000                          | 0%          |      | -                     | 0%                     |
| Land Acquisition                         | 913,800               | (913,800)         | -                     | -                       | -                         | -                                | 0%          |      | -                     | 0%                     |
| Transfers Out                            | -                     | 913,800           | 913,800               | 1,313,800               | -                         | (400,000)                        | 144%        |      | -                     | 0%                     |
| <b>Total Expenses</b>                    | <b>\$ 1,713,800</b>   | <b>\$ 5,200</b>   | <b>\$ 1,719,000</b>   | <b>\$ 1,319,000</b>     | <b>\$ -</b>               | <b>\$ 400,000</b>                | <b>77%</b>  |      | <b>\$ -</b>           | <b>0%</b>              |
| <b>REVENUE OVER (UNDER) EXPENDITURES</b> | <b>\$ (1,187,750)</b> | <b>\$ (5,200)</b> | <b>\$ (1,192,950)</b> | <b>\$ (1,304,168)</b>   |                           |                                  |             |      | <b>\$ 10,572</b>      |                        |
| Beginning Fund Balance October 1         |                       |                   | 2,316,978             | 2,316,978               |                           |                                  |             |      |                       |                        |
| Ending Fund Balance Current Month        |                       |                   | <u>\$ 1,124,028</u>   | <u>\$ 1,012,810</u>     |                           |                                  |             |      |                       |                        |

**TOWN OF PROSPER, TEXAS**  
**MONTHLY FINANCIAL REPORT**  
**December 31, 2023**  
**Expected Year to Date Percent 25%**

**TIRZ #2**

|  | Original Budget  | Budget Amendment | Amended Budget   | Current Year YTD Actual | Current Remaining Budget Balance | YTD Percent | Note | Prior Year YTD Actual | Change from Prior Year |
|--|------------------|------------------|------------------|-------------------------|----------------------------------|-------------|------|-----------------------|------------------------|
| <b>REVENUES</b>                          |                  |                  |                  |                         |                                  |             |      |                       |                        |
| Property Taxes - Town (Current)          | \$ 39,537        | \$ -             | \$ 39,537        | \$ -                    | \$ 39,537                        | 0%          |      | \$ -                  | 0%                     |
| Property Taxes - Town (Rollback)         | -                | -                | -                | -                       | -                                | 0%          |      | -                     | 0%                     |
| Property Taxes - County (Current)        | 8,441            | -                | 8,441            | -                       | 8,441                            | 0%          |      | -                     | 0%                     |
| Sales Taxes - Town                       | -                | -                | -                | -                       | -                                | 0%          |      | -                     | 0%                     |
| Sales Taxes - EDC                        | -                | -                | -                | -                       | -                                | 0%          |      | -                     | 0%                     |
| Interest Income                          | 1,200            | -                | 1,200            | 313                     | 887                              | 26%         |      | 123                   | 154%                   |
| <b>Total Revenue</b>                     | <b>\$ 49,178</b> | <b>\$ -</b>      | <b>\$ 49,178</b> | <b>\$ 313</b>           | <b>\$ 48,865</b>                 | <b>1%</b>   |      | <b>\$ 123</b>         | <b>154%</b>            |
| <b>EXPENDITURES</b>                      |                  |                  |                  |                         |                                  |             |      |                       |                        |
| Professional Services                    | \$ -             | \$ -             | \$ -             | \$ -                    | \$ -                             | 0%          |      | \$ -                  | 0%                     |
| Developer Rebate                         | 49,178           | -                | 49,178           | -                       | 49,178                           | 0%          |      | -                     | 0%                     |
| Transfers Out                            | -                | -                | -                | -                       | -                                | 0%          |      | -                     | 0%                     |
| <b>Total Expenditures</b>                | <b>\$ 49,178</b> | <b>\$ -</b>      | <b>\$ 49,178</b> | <b>\$ -</b>             | <b>\$ 49,178</b>                 | <b>0%</b>   |      | <b>\$ -</b>           | <b>0%</b>              |
| <b>REVENUE OVER (UNDER) EXPENDITURES</b> |                  |                  | \$ -             | \$ 313                  |                                  |             |      | \$ 123                |                        |
| Beginning Fund Balance October 1         |                  |                  | 25,501           | 25,501                  |                                  |             |      | 25,189                |                        |
| Ending Fund Balance Current Month        |                  |                  | <u>\$ 25,501</u> | <u>\$ 25,814</u>        |                                  |             |      | <u>\$ 25,312</u>      |                        |

**TOWN OF PROSPER, TEXAS**  
**MONTHLY FINANCIAL REPORT**  
**December 31, 2023**  
**Expected Year to Date Percent 25%**

**DEBT SERVICE FUND**

|  | Original Budget      | Budget Amendment | Amended Budget       | Current Year YTD Actual | Current Year Encumbrances | Current Remaining Budget Balance | YTD Percent | Note | Prior Year YTD Actual | Change from Prior Year |
|--|----------------------|------------------|----------------------|-------------------------|---------------------------|----------------------------------|-------------|------|-----------------------|------------------------|
| <b>REVENUES</b>                          |                      |                  |                      |                         |                           |                                  |             |      |                       |                        |
| Property Taxes-Delinquent                | \$ 75,000            | \$ -             | \$ 75,000            | \$ (5,496)              | \$ -                      | \$ 80,496                        | -7%         |      | \$ 35,978             | -115%                  |
| Property Taxes-Current                   | 15,069,531           | -                | 15,069,531           | 9,223,888               | -                         | 5,845,643                        | 61%         | 1    | 7,231,901             | 28%                    |
| Taxes-Penalties                          | 40,000               | -                | 40,000               | 2,795                   | -                         | 37,205                           | 7%          |      | 4,669                 | -40%                   |
| Interest Income                          | 20,000               | -                | 20,000               | 48,412                  | -                         | (28,412)                         | 242%        |      | 14,978                | 223%                   |
| Transfer In                              | -                    | -                | -                    | -                       | -                         | -                                | 0%          |      | -                     | 0%                     |
| <b>Total Revenues</b>                    | <b>\$ 15,204,531</b> | <b>\$ -</b>      | <b>\$ 15,204,531</b> | <b>\$ 9,269,598</b>     | <b>\$ -</b>               | <b>\$ 5,934,933</b>              | <b>61%</b>  |      | <b>\$ 7,287,526</b>   | <b>27%</b>             |
| <b>EXPENDITURES</b>                      |                      |                  |                      |                         |                           |                                  |             |      |                       |                        |
| Professional Services                    | \$ -                 | \$ -             | \$ -                 | \$ -                    | \$ -                      | \$ -                             | 0%          |      | \$ -                  | 0%                     |
| Bond Administrative Fees                 | 20,000               | -                | 20,000               | 1,000                   | -                         | 19,000                           | 5%          |      | 500                   | 100%                   |
| 2013 GO Refunding Bond                   | 185,000              | -                | 185,000              | -                       | -                         | 185,000                          | 0%          |      | -                     | 0%                     |
| 2014 GO Bond Payment                     | 335,000              | -                | 335,000              | -                       | -                         | 335,000                          | 0%          |      | -                     | 0%                     |
| 2015 GO Bond Payment                     | 1,365,700            | -                | 1,365,700            | -                       | -                         | 1,365,700                        | 0%          |      | -                     | 0%                     |
| 2015 CO Bond Payment                     | 475,000              | -                | 475,000              | -                       | -                         | 475,000                          | 0%          |      | -                     | 0%                     |
| 2016 GO Debt Payment                     | -                    | -                | -                    | -                       | -                         | -                                | 0%          |      | -                     | 0%                     |
| 2016 CO Debt Payment                     | 90,000               | -                | 90,000               | -                       | -                         | 90,000                           | 0%          |      | -                     | 0%                     |
| 2017 CO Debt Payment                     | 450,000              | -                | 450,000              | -                       | -                         | 450,000                          | 0%          | 2    | -                     | 0%                     |
| 2018 GO Debt Payment                     | 150,000              | -                | 150,000              | -                       | -                         | 150,000                          | 0%          |      | -                     | 0%                     |
| 2018 CO Debt Payment                     | 500,000              | -                | 500,000              | -                       | -                         | 500,000                          | 0%          |      | -                     | 0%                     |
| 2019 CO Debt Payment                     | 340,022              | -                | 340,022              | -                       | -                         | 340,022                          | 0%          |      | -                     | 0%                     |
| 2019 GO Debt Payment                     | 165,000              | -                | 165,000              | -                       | -                         | 165,000                          | 0%          |      | -                     | 0%                     |
| 2020 CO Debt Payment                     | 265,000              | -                | 265,000              | -                       | -                         | 265,000                          | 0%          |      | -                     | 0%                     |
| 2021 CO Debt Payment                     | 260,000              | -                | 260,000              | -                       | -                         | 260,000                          | 0%          |      | -                     | 0%                     |
| 2021 GO Debt Payment                     | 1,290,000            | -                | 1,290,000            | -                       | -                         | 1,290,000                        | 0%          |      | -                     | 0%                     |
| 2022 GO Debt Payment                     | 2,289,052            | -                | 2,289,052            | -                       | -                         | 2,289,052                        | 0%          |      | -                     | 0%                     |
| Bond Interest Expense                    | 6,772,662            | -                | 6,772,662            | -                       | -                         | 6,772,662                        | 0%          |      | -                     | 0%                     |
| <b>Total Expenditures</b>                | <b>\$ 14,952,436</b> | <b>\$ -</b>      | <b>\$ 14,952,436</b> | <b>\$ 1,000</b>         | <b>\$ -</b>               | <b>\$ 14,951,436</b>             | <b>0%</b>   |      | <b>\$ 500</b>         | <b>100%</b>            |
| <b>REVENUE OVER (UNDER) EXPENDITURES</b> | <b>\$ 252,095</b>    | <b>\$ -</b>      | <b>\$ 252,095</b>    | <b>\$ 9,268,598</b>     |                           |                                  |             |      | <b>\$ 7,287,026</b>   |                        |
| Beginning Fund Balance October 1         |                      |                  | 1,330,265            | 1,330,265               |                           |                                  |             |      | 2,619,367             |                        |
| Ending Fund Balance Current Month        |                      |                  | <u>\$ 1,582,360</u>  | <u>\$ 10,598,863</u>    |                           |                                  |             |      | <u>\$ 9,906,393</u>   |                        |

- Notes
- 1 Property taxes are billed in October and the majority of collections occur December through February.
  - 2 Annual debt service payments are made in February and August.

**TOWN OF PROSPER, TEXAS**  
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**Expected Year to Date Percent 25%**

**SPECIAL REVENUE FUNDS**

|  | Original Budget     | Budget Amendment | Amended Budget      | Current Year YTD Actual | Current Year Encumbrances | Current Remaining Budget Balance | YTD Percent | Note | Prior Year YTD Actual | Change from Prior Year |
|--|---------------------|------------------|---------------------|-------------------------|---------------------------|----------------------------------|-------------|------|-----------------------|------------------------|
| Police Donation Revenue                  | \$ 15,500           | \$ -             | \$ 15,500           | \$ 4,204                | \$ -                      | \$ 11,296                        | 27%         |      | \$ 3,926              | 7%                     |
| Fire Donation Revenue                    | 15,500              | -                | 15,500              | 3,980                   | -                         | 11,520                           | 26%         |      | 3,857                 | 3%                     |
| Child Safety Revenue                     | 28,000              | -                | 28,000              | -                       | -                         | 28,000                           | 0%          |      | -                     | 0%                     |
| Court Security Revenue                   | 8,000               | -                | 8,000               | 3,307                   | -                         | 4,693                            | 41%         |      | 2,878                 | 15%                    |
| Court Technology Revenue                 | 7,500               | -                | 7,500               | 2,732                   | -                         | 4,768                            | 36%         |      | 2,396                 | 14%                    |
| Municipal Jury revenue                   | 150                 | -                | 150                 | 66                      | -                         | 84                               | 44%         |      | 57                    | 16%                    |
| Interest Income                          | 2,425               | -                | 2,425               | 24,159                  | -                         | (21,734)                         | 996%        |      | 3,590                 | 573%                   |
| Interest Income CARES/ARPA Funds         | 180,000             | -                | 180,000             | 77,269                  | -                         | 102,731                          | 43%         |      | 29,961                | 158%                   |
| Tree Mitigation                          | -                   | -                | -                   | -                       | -                         | -                                | 0%          |      | 244,038               | -100%                  |
| Escrow Income                            | -                   | -                | -                   | -                       | -                         | -                                | 0%          |      | -                     | 0%                     |
| Cash Seizure Forfeit                     | -                   | -                | -                   | -                       | -                         | -                                | 0%          |      | -                     | 0%                     |
| Miscellaneous                            | 3,000               | -                | 3,000               | -                       | -                         | 3,000                            | 0%          |      | -                     | 0%                     |
| CARES Act/ARPA Funding                   | 6,102,367           | -                | 6,102,367           | -                       | -                         | 6,102,367                        | 0%          |      | -                     | 0%                     |
| Transfer In                              | -                   | -                | -                   | -                       | -                         | -                                | 0%          |      | -                     | 0%                     |
| <b>Total Revenue</b>                     | <b>\$ 6,362,442</b> | <b>\$ -</b>      | <b>\$ 6,362,442</b> | <b>\$ 115,717</b>       | <b>\$ -</b>               | <b>\$ 6,246,725</b>              | <b>2%</b>   |      | <b>\$ 290,702</b>     | <b>-60%</b>            |
| <b>EXPENDITURES</b>                      |                     |                  |                     |                         |                           |                                  |             |      |                       |                        |
| LEOSE Expenditure                        | \$ 6,500            | \$ -             | \$ 6,500            | \$ 3,955                | \$ -                      | \$ 2,545                         | 61%         |      | \$ 3,300              | 20%                    |
| Court Technology Expense                 | 13,950              | -                | 13,950              | -                       | -                         | 13,950                           | 0%          |      | -                     | 0%                     |
| Court Security Expense                   | 16,860              | -                | 16,860              | -                       | -                         | 16,860                           | 0%          |      | 50                    | -100%                  |
| Police Donation Expense                  | 26,872              | -                | 26,872              | -                       | -                         | 26,872                           | 0%          |      | -                     | 0%                     |
| Fire Donation Expense                    | 10,000              | -                | 10,000              | -                       | -                         | 10,000                           | 0%          |      | -                     | 0%                     |
| Child Safety Expense                     | 3,000               | -                | 3,000               | -                       | -                         | 3,000                            | 0%          |      | 2,253                 | -100%                  |
| Tree Mitigation Expense                  | -                   | -                | -                   | -                       | -                         | -                                | 0%          |      | -                     | 0%                     |
| Police Seizure Expense                   | 12,995              | -                | 12,995              | -                       | -                         | -                                | 0%          |      | -                     | 0%                     |
| CARES Act/ARPA Funding                   | -                   | -                | -                   | -                       | -                         | -                                | 0%          |      | -                     | 0%                     |
| Transfer Out (ARPA Funds)                | 6,348,861           | -                | 6,348,861           | -                       | -                         | 6,348,861                        | 0%          |      | -                     | 0%                     |
| Transfer Out (Tree Mitigation Funds)     | -                   | -                | -                   | 200,000                 | -                         | (200,000)                        | 0%          |      | -                     | 0%                     |
| Transfer Out (Escrow Funds)              | -                   | -                | -                   | -                       | -                         | -                                | 0%          |      | -                     | 0%                     |
| <b>Total Expenses</b>                    | <b>\$ 6,439,038</b> | <b>\$ -</b>      | <b>\$ 6,439,038</b> | <b>\$ 203,955</b>       | <b>\$ -</b>               | <b>\$ 6,222,088</b>              | <b>3%</b>   |      | <b>\$ 5,603</b>       | <b>3540%</b>           |
| <b>REVENUE OVER (UNDER) EXPENDITURES</b> | <b>\$ (76,596)</b>  | <b>\$ -</b>      | <b>\$ (76,596)</b>  | <b>\$ (88,238)</b>      |                           |                                  |             |      | <b>\$ 285,100</b>     |                        |
| Beginning Fund Balance October 1         |                     |                  | 2,353,529           | 2,353,529               |                           |                                  |             |      | 567,535               |                        |
| Ending Fund Balance Current Month        |                     |                  | <u>\$ 2,276,933</u> | <u>\$ 2,265,291</u>     |                           |                                  |             |      | <u>\$ 852,635</u>     |                        |

Notes

TOWN OF PROSPER, TEXAS  
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EAST THOROUGHFARE IMPACT FEES FUND

| Project Budget                           | Current Year Original Budget | Current Year Budget Amendment | Current Year Amended Budget | Current Year Actual | Current Year Encumbrances | Current Remaining Budget Balance | Prior Years Expenditure | Project Budget Balance |
|--|------------------------------|-------------------------------|-----------------------------|---------------------|---------------------------|----------------------------------|-------------------------|------------------------|
| <b>REVENUES</b>                          |                              |                               |                             |                     |                           |                                  |                         |                        |
| East Thoroughfare Impact Fees            | \$ 1,200,000                 | \$ -                          | \$ 1,200,000                | \$ 257,254          |                           |                                  |                         |                        |
| East Thoroughfare Other Revenue          | -                            | -                             | -                           | -                   |                           |                                  |                         |                        |
| Interest-East Thoroughfare Impact Fees   | 100,000                      | -                             | 100,000                     | 32,642              |                           |                                  |                         |                        |
| <b>Total Revenues</b>                    | <b>\$ 1,300,000</b>          | <b>\$ -</b>                   | <b>\$ 1,300,000</b>         | <b>\$ 289,896</b>   |                           |                                  |                         |                        |
| <b>EXPENDITURES</b>                      |                              |                               |                             |                     |                           |                                  |                         |                        |
| <b>Developer Reimbursements</b>          |                              |                               |                             |                     |                           |                                  |                         |                        |
| FM 1461 (SH289-CR 165)                   | \$ 175,000                   | \$ -                          | \$ 175,000                  | \$ 77,074           | \$ -                      | \$ 97,927                        |                         | \$ 97,927              |
| Cambridge Park Estates                   | 250,000                      | -                             | 250,000                     | -                   | -                         | 250,000                          |                         | 250,000                |
| <b>Total Developer Reimbursements</b>    | <b>\$ 425,000</b>            | <b>\$ -</b>                   | <b>\$ 425,000</b>           | <b>\$ 77,074</b>    | <b>\$ -</b>               | <b>\$ 347,927</b>                | <b>\$ -</b>             | <b>\$ 347,927</b>      |
| <b>Capital Expenditures</b>              |                              |                               |                             |                     |                           |                                  |                         |                        |
| Coit Road (First - Frontier)             | 1,289,900                    | 50,000                        | 367,540                     | 417,540             | 438                       | 361,102                          | 56,000                  | 925,776                |
| Impact Fee Study                         | 50,000                       | -                             | 41,354                      | 41,354              | 149                       | 44,018                           | (2,813)                 | 8,646                  |
| <b>Total Projects</b>                    | <b>\$ 1,339,900</b>          | <b>\$ 50,000</b>              | <b>\$ 408,893</b>           | <b>\$ 458,893</b>   | <b>\$ 587</b>             | <b>\$ 405,120</b>                | <b>\$ 53,187</b>        | <b>\$ 934,422</b>      |
| Transfer to Capital Project Fund         | 1,820,000                    | -                             | -                           | -                   | -                         | -                                | -                       | 1,820,000              |
| <b>Total Transfers Out</b>               | <b>\$ 1,820,000</b>          | <b>\$ -</b>                   | <b>\$ -</b>                 | <b>\$ -</b>         | <b>\$ -</b>               | <b>\$ -</b>                      | <b>\$ -</b>             | <b>\$ 1,820,000</b>    |
| <b>Total Expenditures</b>                | <b>\$ 3,584,900</b>          | <b>\$ 475,000</b>             | <b>\$ 408,893</b>           | <b>\$ 883,893</b>   | <b>\$ 77,660</b>          | <b>\$ 405,120</b>                | <b>\$ 401,113</b>       | <b>\$ 934,422</b>      |
| <b>REVENUE OVER (UNDER) EXPENDITURES</b> |                              |                               | \$ 416,107                  | \$ 212,236          |                           |                                  |                         |                        |
| Beginning Fund Balance October 1         |                              |                               | 2,551,734                   | 2,551,734           |                           |                                  |                         |                        |
| Ending Fund Balance Current Month        |                              |                               | <u>\$ 2,967,841</u>         | <u>\$ 2,763,970</u> |                           |                                  |                         |                        |

TOWN OF PROSPER, TEXAS  
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WEST THOROUGHFARE IMPACT FEES FUND

| Project Budget                           | Current Year Original Budget | Current Year Budget Amendment | Current Year Amended Budget | Current Year Actual | Current Year Encumbrances | Current Remaining Budget Balance | Prior Years Expenditure | Project Budget Balance |
|--|------------------------------|-------------------------------|-----------------------------|---------------------|---------------------------|----------------------------------|-------------------------|------------------------|
| <b>REVENUES</b>                          |                              |                               |                             |                     |                           |                                  |                         |                        |
| West Thoroughfare Impact Fees            | 4,000,000                    | -                             | 4,000,000                   | 1,053,164           |                           |                                  |                         |                        |
| West Thoroughfare Other Revenue          | -                            | -                             | -                           | -                   |                           |                                  |                         |                        |
| Interest-West Thoroughfare Impact Fees   | 150,000                      | -                             | 150,000                     | 71,778              |                           |                                  |                         |                        |
| <b>Total Revenues</b>                    | <b>\$ 4,150,000</b>          | <b>\$ -</b>                   | <b>\$ 4,150,000</b>         | <b>\$ 1,124,942</b> |                           |                                  |                         |                        |
| <b>EXPENDITURES</b>                      |                              |                               |                             |                     |                           |                                  |                         |                        |
| <b>Developer Reimbursements</b>          |                              |                               |                             |                     |                           |                                  |                         |                        |
| Parks at Legacy Developer Reimb          | 450,000                      | 450,000                       | -                           | 450,000             | -                         | 450,000                          |                         | 450,000                |
| Star Trail Developer Reimb               | 1,500,000                    | 1,500,000                     | -                           | 1,500,000           | -                         | 1,500,000                        |                         | 1,500,000              |
| Tellus Windsong Developer Reimb          | 571,668                      | 571,668                       | -                           | 571,668             | -                         | 571,668                          |                         | 571,668                |
| Legacy Garden Developer Reimb            | 103,492                      | 103,492                       | -                           | 103,492             | -                         | 103,492                          |                         | 103,492                |
| <b>Total Developer Reimbursements</b>    | <b>\$ 2,625,160</b>          | <b>\$ 2,625,160</b>           | <b>\$ -</b>                 | <b>\$ 2,625,160</b> | <b>\$ -</b>               | <b>\$ -</b>                      | <b>\$ 2,625,160</b>     | <b>\$ -</b>            |
| <b>Capital Expenditures</b>              |                              |                               |                             |                     |                           |                                  |                         |                        |
| Impact Fee Study                         | 50,000                       | 50,000                        | -                           | 50,000              | -                         | 50,000                           |                         | 50,000                 |
| Impact Fee Study                         | 41,354                       | -                             | 41,354                      | 41,354              | 149                       | 44,018                           | (2,813)                 | (2,813)                |
| Fishtrap (Elem-DNT)                      | 300,000                      | 300,000                       | -                           | 300,000             | -                         | 300,000                          |                         | 300,000                |
| Teel - 380 Intersect                     | 300,000                      | 300,000                       | -                           | 300,000             | -                         | 300,000                          |                         | 300,000                |
| <b>Total Projects</b>                    | <b>\$ 691,354</b>            | <b>\$ 650,000</b>             | <b>\$ 41,354</b>            | <b>\$ 691,354</b>   | <b>\$ 149</b>             | <b>\$ 44,018</b>                 | <b>\$ 647,187</b>       | <b>\$ -</b>            |
| Transfer to Capital Project Fund         | -                            | -                             | -                           | -                   | -                         | -                                | -                       | -                      |
| <b>Total Transfers Out</b>               | <b>\$ -</b>                  | <b>\$ -</b>                   | <b>\$ -</b>                 | <b>\$ -</b>         | <b>\$ -</b>               | <b>\$ -</b>                      | <b>\$ -</b>             | <b>\$ -</b>            |
| <b>Total Expenditures</b>                | <b>\$ 3,316,514</b>          | <b>\$ 3,275,160</b>           | <b>\$ 41,354</b>            | <b>\$ 3,316,514</b> | <b>\$ 149</b>             | <b>\$ 44,018</b>                 | <b>\$ 3,272,347</b>     | <b>\$ -</b>            |
| <b>REVENUE OVER (UNDER) EXPENDITURES</b> |                              |                               | <b>\$ 833,486</b>           | <b>\$ 1,124,793</b> |                           |                                  |                         |                        |
| Beginning Fund Balance October 1         |                              |                               | 4,678,905                   | 4,678,905           |                           |                                  |                         |                        |
| Ending Fund Balance Current Month        |                              |                               | <u>\$ 5,512,391</u>         | <u>\$ 5,803,698</u> |                           |                                  |                         |                        |

TOWN OF PROSPER, TEXAS  
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WATER IMPACT FEES FUND

| Project Budget                      | Current Year Original Budget | Current Year Budget Amendment | Current Year Amended Budget | Current Year Actual | Current Year Encumbrances | Current Remaining Budget Balance | Prior Years Expenditure | Project Budget Balance |              |
|-------------------------------------|------------------------------|-------------------------------|-----------------------------|---------------------|---------------------------|----------------------------------|-------------------------|------------------------|--------------|
| <b>REVENUES</b>                     |                              |                               |                             |                     |                           |                                  |                         |                        |              |
| Impact Fees Water                   | \$ 3,250,000                 | \$ -                          | \$ 3,250,000                | \$ 761,972          |                           |                                  |                         |                        |              |
| Interest Income                     | 200,000                      | -                             | 200,000                     | 96,590              |                           |                                  |                         |                        |              |
| Total Revenues                      | \$ 3,450,000                 | \$ -                          | \$ 3,450,000                | \$ 858,562          |                           |                                  |                         |                        |              |
| <b>EXPENDITURES</b>                 |                              |                               |                             |                     |                           |                                  |                         |                        |              |
| <b>Developer Reimbursements</b>     |                              |                               |                             |                     |                           |                                  |                         |                        |              |
| Cambridge Park Estates              | \$ -                         | \$ -                          | \$ -                        | \$ -                |                           | \$ -                             |                         | \$ -                   |              |
| Parks at Legacy Developer Reimb     | 319,981                      | 319,981                       | -                           | 319,981             | -                         | 319,981                          |                         | 319,981                |              |
| Star Trail Developer Reimb          | 412,192                      | 412,192                       | -                           | 412,192             | -                         | 412,192                          |                         | 412,192                |              |
| Victory at Frontier Developer Reimb | 128,471                      | 128,471                       | -                           | 128,471             | -                         | 128,471                          |                         | 128,471                |              |
| Westside Developer Reimb            | 300,000                      | 300,000                       | -                           | 300,000             | -                         | 300,000                          |                         | 300,000                |              |
| TVG Windsong Developer Reimb        | 1,020,000                    | 1,020,000                     | -                           | 1,020,000           | -                         | 1,020,000                        |                         | 1,020,000              |              |
| Total Developer Reimbursements      | \$ 2,180,644                 | \$ 2,180,644                  | \$ -                        | \$ 2,180,644        | \$ -                      | \$ 2,180,644                     | \$ -                    | \$ 2,180,644           |              |
| <b>Capital Expenditures</b>         |                              |                               |                             |                     |                           |                                  |                         |                        |              |
| 12" Water Line - DNT                | \$ 200,000                   | \$ 24,250                     | \$ 58,393                   | \$ 82,643           | \$ 2,019                  | \$ 33,103                        | \$ 47,522               | \$ 133,107             | \$ 90,165    |
| Lower Pressure Plane                | 3,100,000                    | 3,100,000                     | (3,100,000)                 | -                   | -                         | -                                | -                       | -                      | -            |
| Lower Pressure Plane Easements      | 1,500,000                    | -                             | -                           | -                   | -                         | -                                | 95                      | 1,499,905              |              |
| Impact Fee Study                    | 100,000                      | 100,000                       | 58,239                      | 158,239             | 9,193                     | 54,673                           | 94,373                  | 41,761                 | 52,612       |
| Total Projects                      | \$ 4,900,000                 | \$ 3,224,250                  | \$ (2,983,367)              | \$ 240,883          | \$ 11,212                 | \$ 87,775                        | \$ 141,895              | \$ 174,962             | \$ 1,642,683 |
| Transfer to CIP Fund                | -                            | -                             | 3,100,000                   | 3,100,000           | -                         | -                                | 3,100,000               | -                      | \$ 3,100,000 |
| Total Transfers Out                 | \$ -                         | \$ -                          | \$ 3,100,000                | \$ 3,100,000        | \$ -                      | \$ -                             | \$ 3,100,000            | \$ -                   | \$ 3,100,000 |
| Total Expenditures                  | \$ 7,080,644                 | \$ 5,404,894                  | \$ 116,633                  | \$ 5,521,527        | \$ 11,212                 | \$ 87,775                        | \$ 5,422,539            | \$ 174,962             | \$ 6,923,327 |
| REVENUE OVER (UNDER) EXPENDITURES   |                              |                               | \$ (2,071,527)              | \$ 847,350          |                           |                                  |                         |                        |              |
| Beginning Fund Balance October 1    |                              |                               | 7,133,053                   | 7,133,053           |                           |                                  |                         |                        |              |
| Ending Fund Balance Current Month   |                              |                               | \$ 5,061,527                | \$ 7,980,403        |                           |                                  |                         |                        |              |

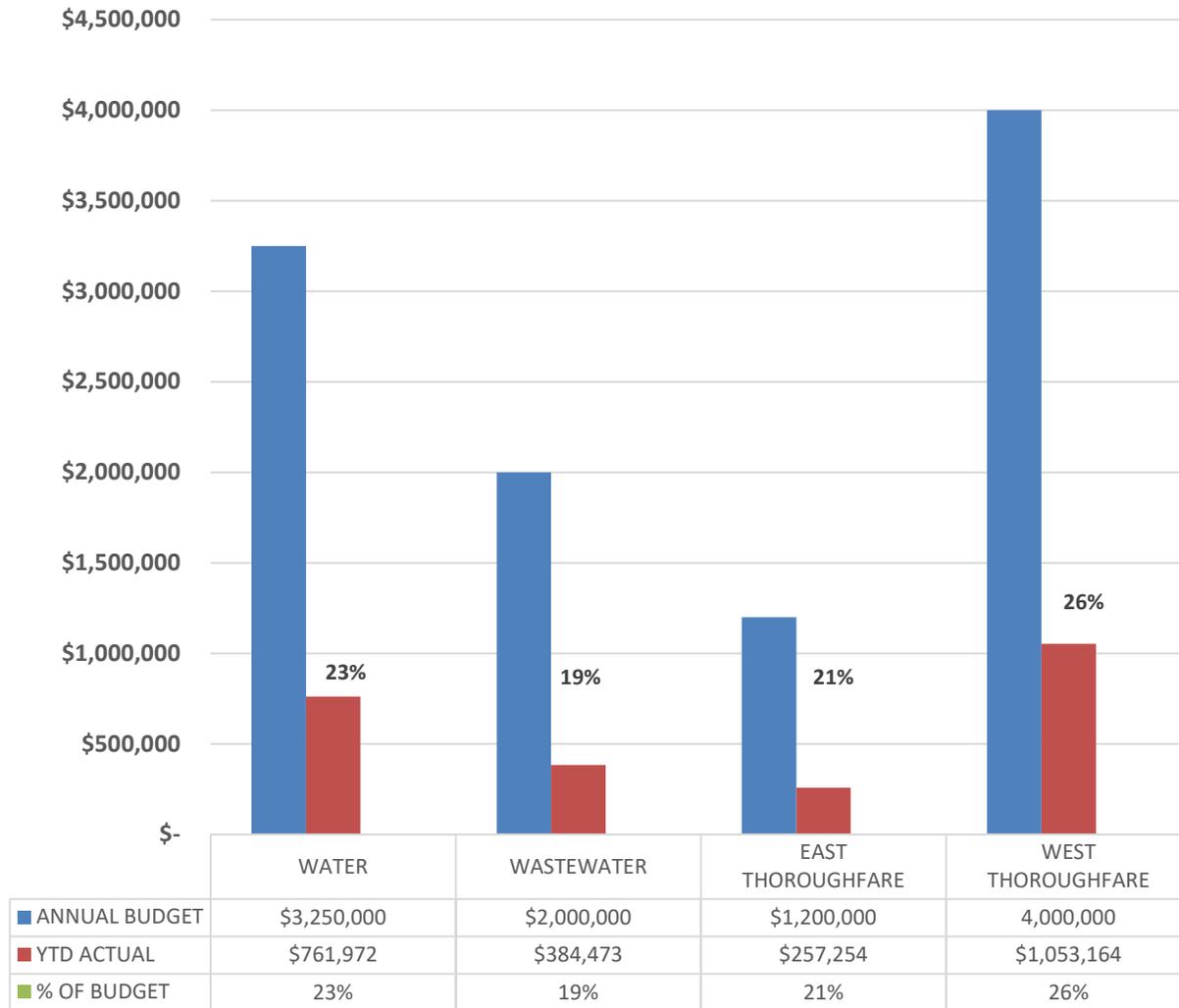
TOWN OF PROSPER, TEXAS  
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WASTEWATER IMPACT FEES FUND

| Project Budget                           | Current Year Original Budget | Current Year Budget Amendment | Current Year Amended Budget | Current Year Actual | Current Year Encumbrances | Current Remaining Budget Balance | Prior Years Expenditure | Project Budget Balance |                     |
|--|------------------------------|-------------------------------|-----------------------------|---------------------|---------------------------|----------------------------------|-------------------------|------------------------|---------------------|
| <b>REVENUES</b>                          |                              |                               |                             |                     |                           |                                  |                         |                        |                     |
| Impact Fees Wastewater                   | \$ 2,000,000                 | \$ -                          | \$ 2,000,000                | \$ 384,473          |                           |                                  |                         |                        |                     |
| Interest Income                          | 100,000                      | -                             | 100,000                     | 41,135              |                           |                                  |                         |                        |                     |
| Upper Trinity Equity Fee                 | 300,000                      | -                             | 300,000                     | 60,500              |                           |                                  |                         |                        |                     |
| <b>Total Revenues</b>                    | <b>\$ 2,400,000</b>          | <b>\$ -</b>                   | <b>\$ 2,400,000</b>         | <b>\$ 486,108</b>   |                           |                                  |                         |                        |                     |
| <b>EXPENDITURES</b>                      |                              |                               |                             |                     |                           |                                  |                         |                        |                     |
| <b>Developer Reimbursements</b>          |                              |                               |                             |                     |                           |                                  |                         |                        |                     |
| TVG Westside Utility Developer Reimb     | \$ 222,502                   | \$ -                          | \$ 222,502                  | \$ -                |                           | \$ 222,502                       |                         | \$ 222,502             |                     |
| Prosper Partners Utility Developer Reimb | 100,000                      | -                             | 100,000                     | -                   |                           | 100,000                          |                         | 100,000                |                     |
| Frontier Estates Developer Reimb         | -                            | -                             | -                           | -                   |                           | -                                |                         | -                      |                     |
| LaCima Developer Reimb                   | 150,000                      | -                             | 150,000                     | -                   |                           | 150,000                          |                         | 150,000                |                     |
| Brookhollow Developer Reimb              | 152,146                      | -                             | 152,146                     | -                   |                           | 152,146                          |                         | 152,146                |                     |
| TVG Windsong Developer Reimb             | 650,000                      | -                             | 650,000                     | -                   |                           | 650,000                          |                         | 650,000                |                     |
| All Storage Developer Reimb              | 168,732                      | -                             | 168,732                     | -                   |                           | 168,732                          |                         | 168,732                |                     |
| Legacy Garden Developer Reimb            | 86,711                       | -                             | 86,711                      | -                   |                           | 86,711                           |                         | 86,711                 |                     |
| <b>Total Developer Reimbursements</b>    | <b>\$ 1,530,091</b>          | <b>\$ -</b>                   | <b>\$ 1,530,091</b>         | <b>\$ -</b>         | <b>\$ -</b>               | <b>\$ 1,530,091</b>              | <b>\$ -</b>             | <b>\$ 1,530,091</b>    |                     |
| <b>Capital Expenditures</b>              |                              |                               |                             |                     |                           |                                  |                         |                        |                     |
| Doe Branch Wastewater Lines              | \$ 975,000                   | \$ 212,000                    | \$ 685,806                  | \$ 897,806          | \$ 38                     | \$ 573,007                       | \$ 324,761              | \$ 275,380             | \$ 126,575          |
| Impact Fee Study                         | 100,000                      | -                             | 58,239                      | 58,239              | 9,193                     | 64,993                           | (15,947)                | 41,761                 | (15,947)            |
| <b>Total Projects</b>                    | <b>\$ 1,075,000</b>          | <b>\$ 212,000</b>             | <b>\$ 744,045</b>           | <b>\$ 956,045</b>   | <b>\$ 9,231</b>           | <b>\$ 638,000</b>                | <b>\$ 308,814</b>       | <b>\$ 317,141</b>      | <b>\$ 110,629</b>   |
| Transfer to CIP Fund                     | -                            | -                             | -                           | -                   | -                         | -                                | -                       | -                      | -                   |
| <b>Total Transfers Out</b>               | <b>\$ -</b>                  | <b>\$ -</b>                   | <b>\$ -</b>                 | <b>\$ -</b>         | <b>\$ -</b>               | <b>\$ -</b>                      | <b>\$ -</b>             | <b>\$ -</b>            | <b>\$ -</b>         |
| <b>Total Expenditures</b>                | <b>\$ 2,605,091</b>          | <b>\$ 1,742,091</b>           | <b>\$ 744,045</b>           | <b>\$ 2,486,136</b> | <b>\$ 9,231</b>           | <b>\$ 638,000</b>                | <b>\$ 1,838,905</b>     | <b>\$ 317,141</b>      | <b>\$ 1,640,720</b> |
| <b>REVENUE OVER (UNDER) EXPENDITURES</b> |                              |                               | <b>\$ (86,136)</b>          | <b>\$ 476,877</b>   |                           |                                  |                         |                        |                     |
| <b>Beginning Fund Balance October 1</b>  |                              |                               | <b>2,643,495</b>            | <b>2,643,495</b>    |                           |                                  |                         |                        |                     |
| <b>Ending Fund Balance Current Month</b> |                              |                               | <b>\$ 2,557,359</b>         | <b>\$ 3,120,372</b> |                           |                                  |                         |                        |                     |

# IMPACT FEE REVENUE

YTD Actual to Annual Budget



TOWN OF PROSPER, TEXAS  
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VEHICLE AND EQUIPMENT REPLACEMENT FUND

|                                   | Original Budget | Budget Amendment | Amended Budget      | Current Year YTD Actual | Current Year Encumbrances | Current Remaining Budget Balance | YTD Percent | Note | Prior Year YTD Actual | Change from Prior Year |
|-----------------------------------|-----------------|------------------|---------------------|-------------------------|---------------------------|----------------------------------|-------------|------|-----------------------|------------------------|
| <b>REVENUES</b>                   |                 |                  |                     |                         |                           |                                  |             |      |                       |                        |
| Grant Revenue                     | \$ -            | \$ -             | \$ -                | \$ -                    | \$ -                      | \$ -                             | 0%          |      | \$ -                  | 0%                     |
| Other Reimbursements              | 150,000         | -                | 150,000             | -                       | -                         | 150,000                          | 0%          |      | -                     | 0%                     |
| Interest Income                   | 250,000         | -                | 250,000             | 64,751                  | -                         | 185,249                          | 26%         |      | 21,286                | 204%                   |
| Charges for Services              | 1,478,966       | -                | 1,478,966           | 369,741                 | -                         | 1,109,225                        | 25%         |      | 346,314               | 7%                     |
| Total Revenue                     | \$ 1,878,966    | \$ -             | \$ 1,878,966        | \$ 434,492              | \$ -                      | \$ 1,444,474                     | 23%         |      | \$ 367,600            | 18%                    |
| <b>EXPENDITURES</b>               |                 |                  |                     |                         |                           |                                  |             |      |                       |                        |
| Vehicle Replacement               | \$ 772,500      | \$ 248,374       | \$ 1,020,874        | \$ -                    | \$ 330,747                | \$ 690,127                       | 32%         |      | \$ 51,045             | -100%                  |
| Equipment Replacement             | 203,870         | 241,152          | 445,022             | 40,870                  | 412,674                   | (8,522)                          | 102%        |      | 9,461                 | 332%                   |
| Technology Replacement            | 145,200         | -                | 145,200             | -                       | 42,028                    | 103,172                          | 29%         |      | -                     | 0%                     |
| Total Expenditures                | \$ 1,121,570    | \$ 489,525       | \$ 1,611,095        | \$ 40,870               | \$ 785,449                | \$ 784,776                       | 51%         |      | \$ 60,506             | -32%                   |
| REVENUE OVER (UNDER) EXPENDITURES | \$ 757,396      | \$ (489,525)     | \$ 267,871          | \$ 393,622              |                           |                                  |             |      | \$ 307,094            |                        |
| Beginning Fund Balance October 1  |                 |                  | 5,334,214           | 5,334,214               |                           |                                  |             |      | 3,957,862             |                        |
| Ending Fund Balance Current Month |                 |                  | <u>\$ 5,602,085</u> | <u>\$ 5,727,837</u>     |                           |                                  |             |      | <u>\$ 4,264,956</u>   |                        |

Notes

TOWN OF PROSPER, TEXAS  
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HEALTH INSURANCE FUND

|                                   | Original Budget | Budget Amendment | Amended Budget    | Current Year YTD Actual | Current Year Encumbrances | Current Remaining Budget Balance | YTD Percent | Note | Prior Year YTD Actual | Change from Prior Year |
|-----------------------------------|-----------------|------------------|-------------------|-------------------------|---------------------------|----------------------------------|-------------|------|-----------------------|------------------------|
| <b>REVENUES</b>                   |                 |                  |                   |                         |                           |                                  |             |      |                       |                        |
| Health Charges                    | \$ 4,871,808    | \$ -             | \$ 4,871,808      | \$ 970,887              | \$ -                      | \$ 3,900,921                     | 20%         |      | \$ 747,839            | 30%                    |
| Miscellaneous                     | 250,000         | -                | 250,000           | 3,020                   | -                         | 246,980                          | 1%          |      | -                     | 0%                     |
| Interest Income                   | 5,000           | -                | 5,000             | 6,460                   | -                         | (1,460)                          | 129%        |      | 3,868                 | 67%                    |
| Total Revenue                     | \$ 5,126,808    | \$ -             | \$ 5,126,808      | \$ 980,368              | \$ -                      | \$ 4,146,440                     | 19%         |      | \$ 751,707            | 30%                    |
| <b>EXPENDITURES</b>               |                 |                  |                   |                         |                           |                                  |             |      |                       |                        |
| Contractual Services              | \$ 149,500      | \$ -             | \$ 149,500        | \$ 20,738               | \$ -                      | \$ 128,762                       | 14%         |      | \$ 65,362             | -68%                   |
| Employee Health Insurance         | 4,969,439       | -                | 4,969,439         | 1,138,918               | -                         | 3,830,521                        | 23%         |      | 727,667               | 57%                    |
| Total Expenditures                | \$ 5,118,939    | \$ -             | \$ 5,118,939      | \$ 1,159,656            | \$ -                      | \$ 3,959,283                     | 23%         |      | \$ 793,029            | 46%                    |
| REVENUE OVER (UNDER) EXPENDITURES | \$ 7,869        | \$ -             | \$ 7,869          | \$ (179,288)            |                           |                                  |             |      | \$ (41,323)           |                        |
| Beginning Fund Balance October 1  |                 |                  | 389,018           | 389,018                 |                           |                                  |             |      | 552,615               |                        |
| Ending Fund Balance Current Month |                 |                  | <u>\$ 396,887</u> | <u>\$ 209,730</u>       |                           |                                  |             |      | <u>\$ 511,292</u>     |                        |

Notes

**TOWN OF PROSPER, TEXAS**  
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**Expected Year to Date Percent 25%**

**WATER-SEWER FUND**

|  | Original Budget       | Budget Amendment   | Amended Budget        | Current Year YTD Actual | Current Year Encumbrances | Current Remaining Budget Balance | YTD Percent | Note | Prior Year YTD Actual | Change from Prior Year |
|--|-----------------------|--------------------|-----------------------|-------------------------|---------------------------|----------------------------------|-------------|------|-----------------------|------------------------|
| <b>REVENUES</b>                          |                       |                    |                       |                         |                           |                                  |             |      |                       |                        |
| Water Charges for Services               | \$ 23,114,755         | \$ -               | \$ 23,114,755         | \$ 5,017,489            | \$ -                      | \$ 18,097,266                    | 22%         |      | \$ 4,690,442          | 7%                     |
| Sewer Charges for Services               | 11,892,552            | -                  | 11,892,552            | 2,704,101               | -                         | 9,188,451                        | 23%         |      | 2,551,687             | 6%                     |
| Licenses, Fees & Permits                 | 377,705               | -                  | 377,705               | 123,454                 | -                         | 254,251                          | 33%         |      | 104,105               | 19%                    |
| Utility Billing Penalties                | 186,900               | -                  | 186,900               | 79,942                  | -                         | 106,958                          | 43%         |      | 58,340                | 37%                    |
| Interest Income                          | 350,000               | -                  | 350,000               | 157,993                 | -                         | 192,007                          | 45%         |      | 63,558                | 149%                   |
| Other                                    | 3,494,342             | -                  | 3,494,342             | 181,796                 | -                         | 3,312,546                        | 5%          |      | 167,033               | 9%                     |
| Transfer In                              | -                     | -                  | -                     | -                       | -                         | -                                | 0           |      | -                     | 0%                     |
| <b>Total Revenues</b>                    | <b>\$ 39,416,254</b>  | <b>\$ -</b>        | <b>\$ 39,416,254</b>  | <b>\$ 8,264,774</b>     | <b>\$ -</b>               | <b>\$ 31,151,480</b>             | <b>21%</b>  |      | <b>\$ 7,635,165</b>   | <b>8%</b>              |
| <b>EXPENDITURES</b>                      |                       |                    |                       |                         |                           |                                  |             |      |                       |                        |
| Administration                           | \$ 1,138,944          | \$ -               | \$ 1,138,944          | \$ 349,833              | \$ 10,114                 | \$ 778,997                       | 32%         | 1    | \$ 451,467            | -23%                   |
| Debt Service                             | 4,609,584             | -                  | 4,609,584             | -                       | -                         | 4,609,584                        | 0%          |      | -                     | 0%                     |
| Water Purchases                          | 12,704,415            | -                  | 12,704,415            | 1,923,241               | -                         | 10,781,174                       | 15%         |      | 2,653,452             | -28%                   |
| Sewer Management Fee                     | 4,560,895             | -                  | 4,560,895             | 1,208,487               | -                         | 3,352,408                        | 26%         |      | 1,146,544             | 5%                     |
| Franchise Fee                            | 689,851               | -                  | 689,851               | 172,463                 | -                         | 517,388                          | 25%         |      | 132,382               | 30%                    |
| Public Works                             | 8,226,657             | 13,800             | 8,240,457             | 1,557,876               | 1,039,425                 | 5,643,156                        | 32%         |      | 1,223,986             | 27%                    |
| Transfer Out                             | 9,255,356             | 4,056              | 9,259,412             | 295,927                 | -                         | 8,963,485                        | 3%          |      | 291,697               | 1%                     |
| <b>Total Expenses</b>                    | <b>\$ 41,185,702</b>  | <b>\$ 17,856</b>   | <b>\$ 41,203,558</b>  | <b>\$ 5,507,826</b>     | <b>\$ 1,049,539</b>       | <b>\$ 30,776,396</b>             | <b>16%</b>  |      | <b>\$ 5,899,528</b>   | <b>-7%</b>             |
| <b>REVENUE OVER (UNDER) EXPENDITURES</b> | <b>\$ (1,769,448)</b> | <b>\$ (17,856)</b> | <b>\$ (1,787,304)</b> | <b>\$ 2,756,948</b>     |                           |                                  |             |      | <b>\$ 1,735,637</b>   |                        |
| Beginning Working Capital October 1      |                       |                    | 17,832,990            | 17,832,990              |                           |                                  |             |      | 12,669,408            |                        |
| Ending Working Capital                   |                       |                    | <u>\$ 16,045,686</u>  | <u>\$ 20,589,938</u>    |                           |                                  |             |      | <u>\$ 14,405,045</u>  |                        |

**Notes**

- 1 Annual debt service payments are made in February and August.
- 2 Minimum Ending Working Capital balance for FY23 = \$8,278,513 (25%).

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**WATER-SEWER FUND**

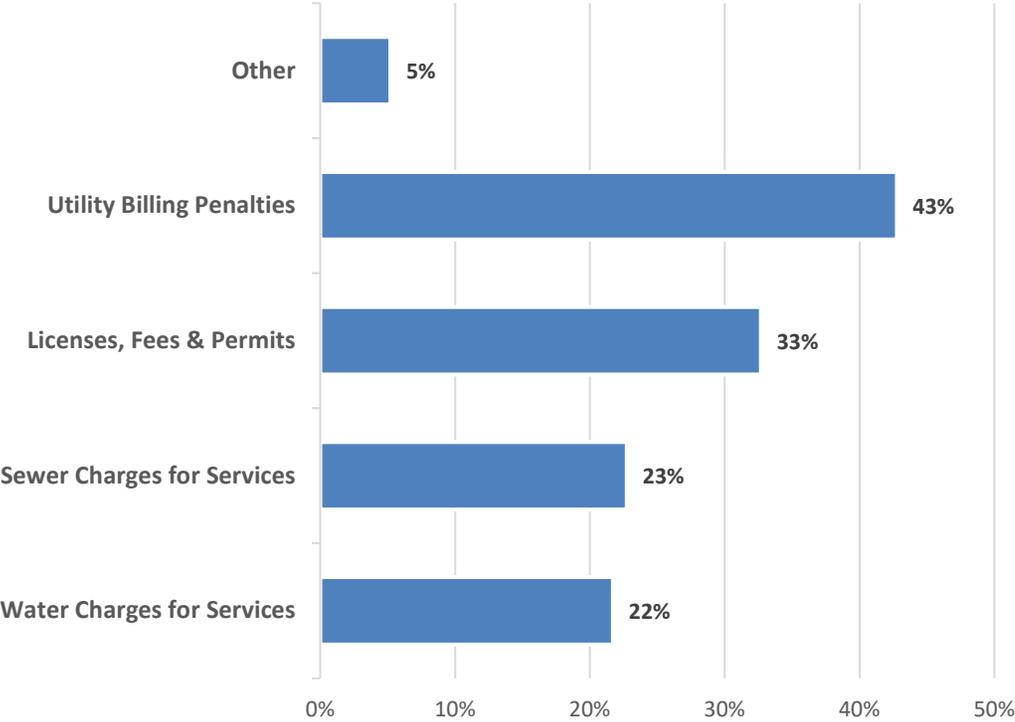
|                                   | Dec-23              |                   | Dec-22            |                   | Growth %<br>Change |
|-----------------------------------|---------------------|-------------------|-------------------|-------------------|--------------------|
|                                   | WATER               | SEWER             | WATER             | SEWER             |                    |
| # of Accts Residential            | 12,888              | 12,186            | 11,976            | 11,250            | 7.96%              |
| # of Accts Commercial             | 459                 | 414               | 425               | 381               | 8.31%              |
| Consumption-Residential           | 103,355,010         | 79,763,206        | 75,215,770        | 77,323,433        | 20.05%             |
| Consumption-Commercial            | 19,370,330          | 14,006,350        | 16,199,270        | 11,416,940        | 20.86%             |
| Consumption-Commercial Irrigation | 15,381,330          |                   | 9,127,540         |                   | 68.52%             |
| Avg Total Res Water Consumption   | 8,003               |                   | 6,273             |                   | 27.58%             |
| Billed (\$) Residential           | \$ 749,936          | \$ 735,318        | \$ 582,373        | \$ 696,536        | 16.13%             |
| Billed (\$) Commercial            | \$ 191,116          | \$ 129,811        | \$ 162,163        | \$ 107,856        | 18.85%             |
| Billed (\$) Commercial Irrigation | \$ 136,768          |                   | \$ 81,426         |                   | 67.97%             |
| <b>Total Billed (\$)</b>          | <b>\$ 1,077,820</b> | <b>\$ 865,129</b> | <b>\$ 825,961</b> | <b>\$ 804,392</b> | <b>19.17%</b>      |

|                    | Average Total Residential Water Consumption by Month |                |                |            |
|--------------------|--|----------------|----------------|------------|
|                    | FY2024   | FY2023         | Four Year      | Cumulative |
|                    |  |                | Average        | Average    |
| October            | 19,061   | 20,110         | 17,424         | 17,424     |
| November           | 10,540   | 11,190         | 11,104         | 28,528     |
| December           | 8,003  | 6,273          | 7,256          | 35,784     |
| January            |  | 8,049          | 6,727          | 42,511     |
| February           |  | 5,914          | 6,381          | 48,891     |
| March              |  | 5,839          | 6,436          | 55,327     |
| April              |  | 10,053         | 9,333          | 64,660     |
| May                |  | 14,092         | 12,345         | 77,005     |
| June               |  | 14,281         | 13,323         | 90,328     |
| July               |  | 16,992         | 17,885         | 108,212    |
| August             |  | 23,095         | 23,040         | 131,252    |
| September          |  | 26,836         | 19,429         | 150,681    |
| <b>TOTAL (gal)</b> | <b>37,604</b>  | <b>162,724</b> | <b>150,681</b> |            |

| Month         | Avg. Temp (°F) | # Rain Days  | Rainfall     |              |              |            |
|---------------|----------------|--------------|--------------|--------------|--------------|------------|
|               | FY24           |              | FY2024       | FY2023       | Average      | Cumulative |
| October       | 68°            | 8            | 11.30        | 5.65         | 8.48         | 8.48       |
| November      | 58°            | 2            | 0.57         | 5.82         | 3.20         | 11.67      |
| December      | 53°            | 5            | 4.09         | 3.43         | 3.76         | 15.43      |
| January       |                |              |              | 1.29         | 1.29         | 16.72      |
| February      |                |              |              | 4.51         | 4.51         | 21.23      |
| March         |                |              |              | 2.69         | 2.69         | 23.92      |
| April         |                |              |              | 1.20         | 1.20         | 25.12      |
| May           |                |              |              | 3.62         | 3.62         | 28.74      |
| June          |                |              |              | 2.35         | 2.35         | 31.09      |
| July          |                |              |              | 0.47         | 0.47         | 31.56      |
| August        |                |              |              | 0.07         | 0.07         | 31.63      |
| September     |                |              |              | 1.18         | 1.18         | 32.81      |
| <b>Annual</b> |                | <b>15.00</b> | <b>15.96</b> | <b>32.28</b> | <b>32.81</b> |            |

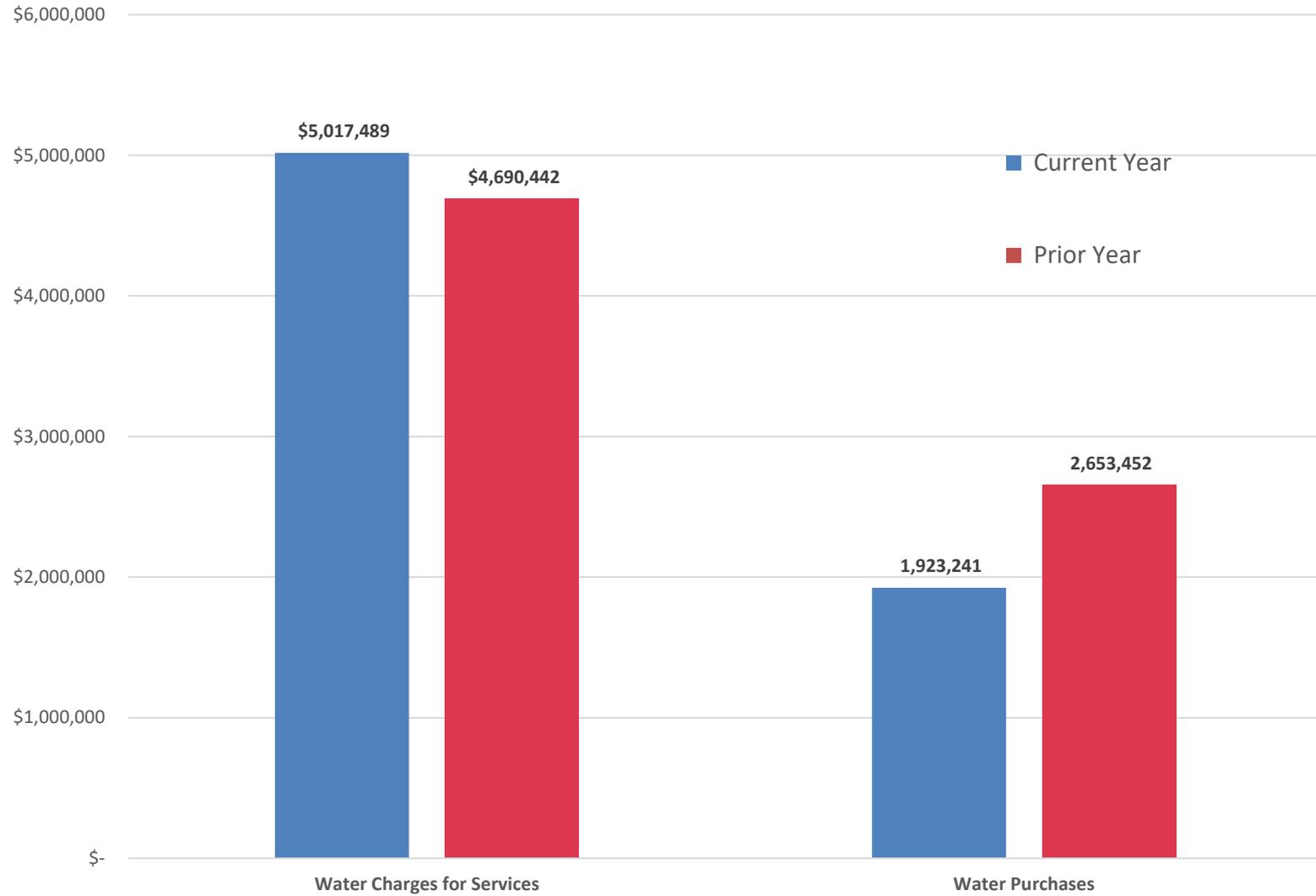
Weather Data: <https://www.wunderground.com/history/monthly/KDAL/date/2023-10>

# WATER/SEWER REVENUE YTD % OF ANNUAL BUDGET



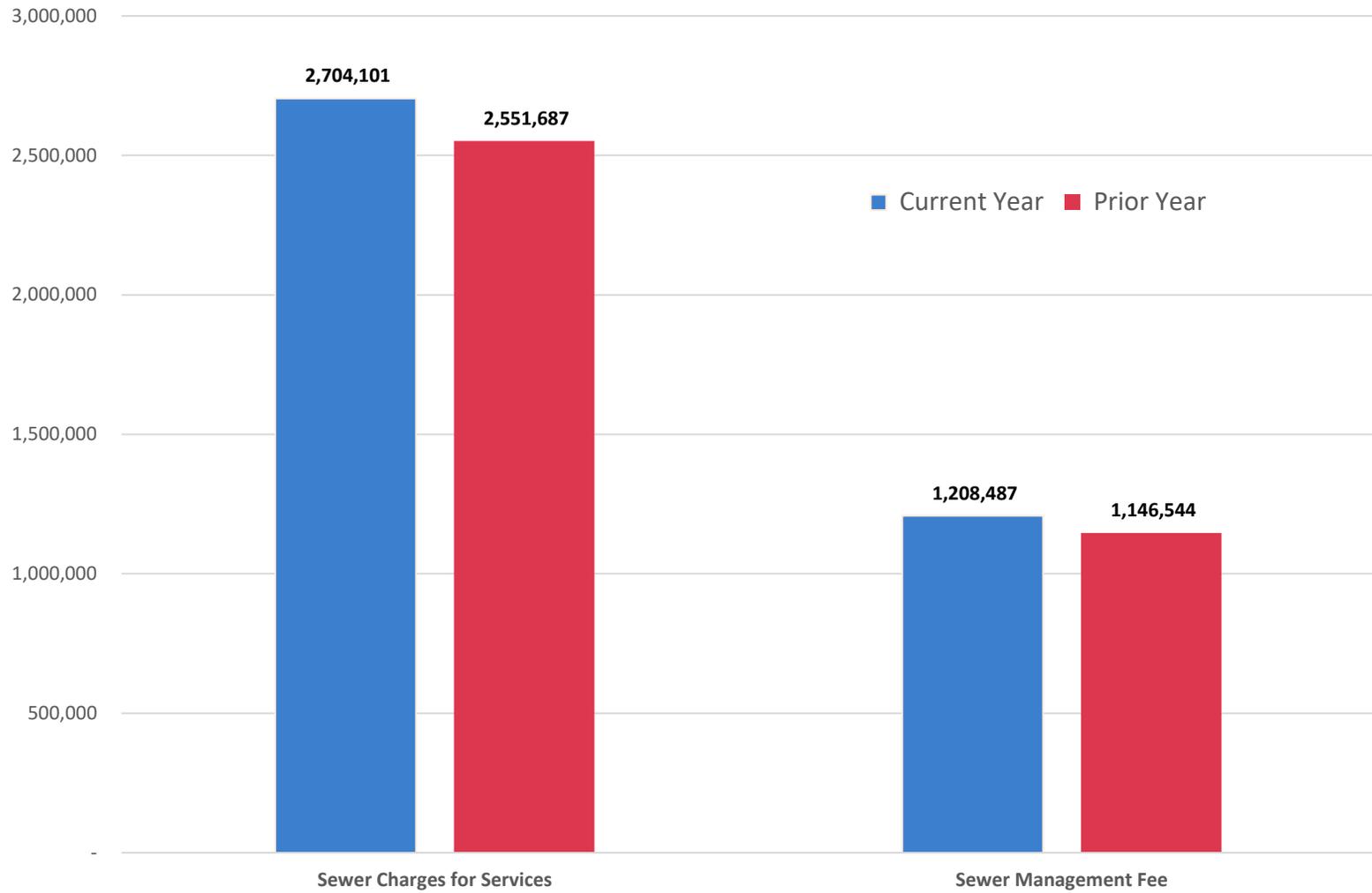
# WATER REVENUE AND EXPENSE

## Current YTD to Prior Year YTD Actual Comparison



# SEWER REVENUE AND EXPENSE

## Current YTD to Prior Year YTD Actual Comparison



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**STORM DRAINAGE UTILITY FUND**

|  | Original Budget     | Budget Amendment | Amended Budget      | Current Year YTD Actual | Current Year Encumbrances | Current Remaining Budget Balance | YTD Percent | Note | Prior Year YTD Actual | Change from Prior Year |
|--|---------------------|------------------|---------------------|-------------------------|---------------------------|----------------------------------|-------------|------|-----------------------|------------------------|
| <b>REVENUES</b>                          |                     |                  |                     |                         |                           |                                  |             |      |                       |                        |
| Storm Drainage Utility Fee               | \$ 825,000          | \$ -             | \$ 825,000          | \$ 228,298              | \$ -                      | \$ 596,702                       | 28%         |      | \$ 210,181            | 9%                     |
| Drainage Review Fee                      | -                   | -                | -                   | -                       | -                         | -                                | 0%          |      | -                     | 0%                     |
| Interest Income                          | 1,800               | -                | 1,800               | 2,666                   | -                         | (866)                            | 148%        |      | (588)                 | -553%                  |
| Other Revenue                            | 3,000               | -                | 3,000               | -                       | -                         | 3,000                            | 0%          |      | -                     | 0%                     |
| Transfer In                              | -                   | -                | -                   | -                       | -                         | -                                | 0%          |      | -                     | 0%                     |
| <b>Total Revenue</b>                     | <b>\$ 829,800</b>   | <b>\$ -</b>      | <b>\$ 829,800</b>   | <b>\$ 230,964</b>       | <b>\$ -</b>               | <b>\$ 598,836</b>                | <b>28%</b>  |      | <b>\$ 209,592</b>     | <b>10%</b>             |
| <b>EXPENDITURES</b>                      |                     |                  |                     |                         |                           |                                  |             |      |                       |                        |
| Personnel Services                       | \$ 329,605          | \$ -             | \$ 329,605          | \$ 51,994               | \$ -                      | \$ 277,611                       | 16%         |      | \$ 40,225             | 29%                    |
| Debt Service                             | 219,463             | -                | 219,463             | -                       | -                         | 219,463                          | 0%          | 2    | -                     | 0%                     |
| Operating Expenditures                   | 153,221             | (2,028)          | 151,193             | 6,061                   | 2,906                     | 142,226                          | 6%          |      | 12,058                | -50%                   |
| Capital Expenditures                     | 225,000             | -                | 225,000             | -                       | -                         | 225,000                          | 0%          |      | 16,863                | -100%                  |
| Transfers Out                            | 107,996             | 2,028            | 110,024             | 28,349                  | -                         | 81,675                           | 26%         | 1    | 26,999                | 5%                     |
| <b>Total Expenses</b>                    | <b>\$ 1,035,285</b> | <b>\$ -</b>      | <b>\$ 1,035,285</b> | <b>\$ 86,404</b>        | <b>\$ 2,906</b>           | <b>\$ 945,975</b>                | <b>9%</b>   |      | <b>\$ 96,145</b>      | <b>-10%</b>            |
| <b>REVENUE OVER (UNDER) EXPENDITURES</b> | <b>\$ (205,485)</b> | <b>\$ -</b>      | <b>\$ (205,485)</b> | <b>\$ 144,560</b>       |                           |                                  |             |      | <b>\$ 113,448</b>     |                        |
| Beginning Working Capital October 1      |                     |                  | 380,410             | 380,410                 |                           |                                  |             |      | 632,579               |                        |
| Ending Working Capital Current Month     |                     |                  | <u>\$ 174,925</u>   | <u>\$ 524,970</u>       |                           |                                  |             |      | <u>\$ 746,027</u>     |                        |

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

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**December 31, 2023**  
**Expected Year to Date Percent 25%**

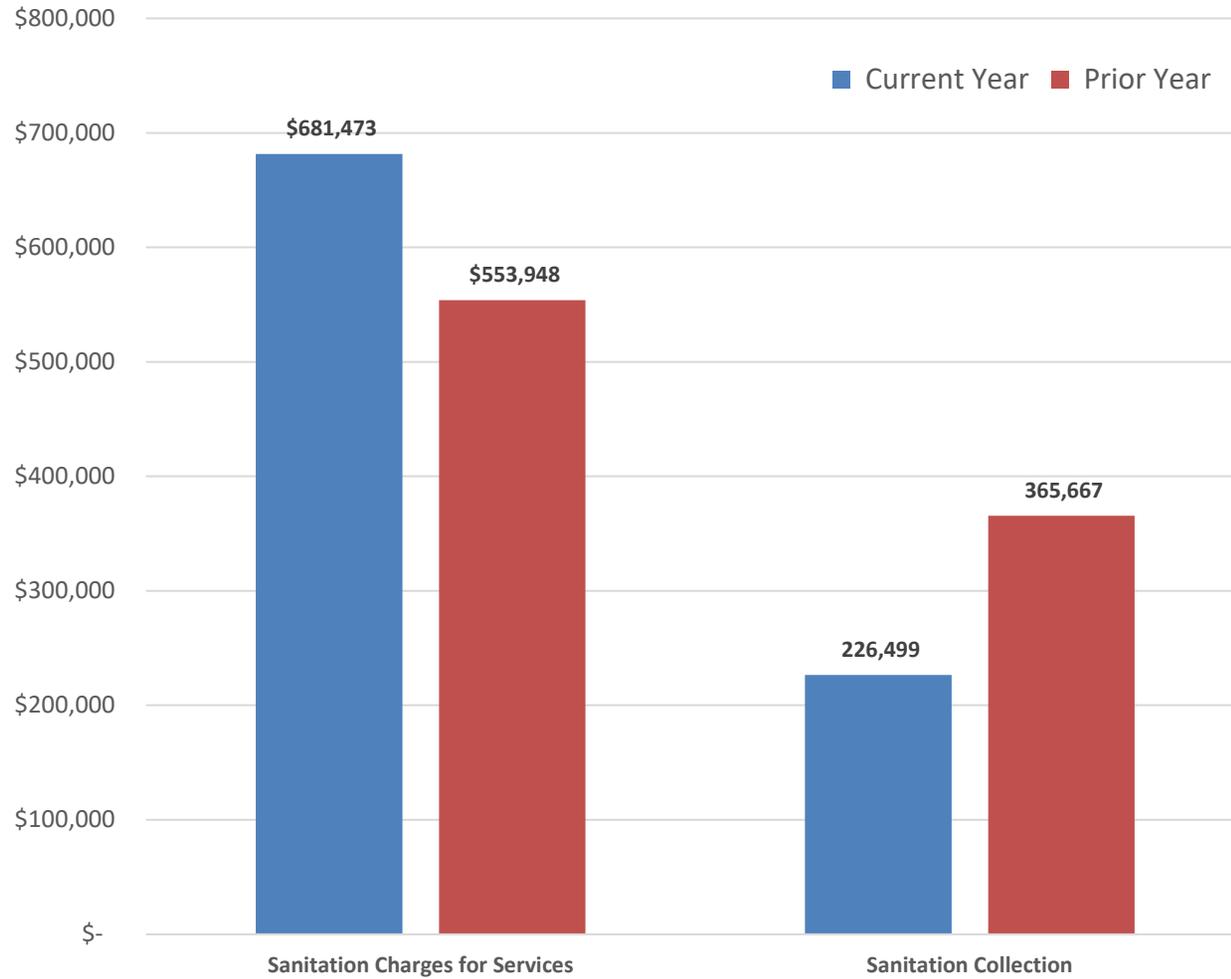
**SOLID WASTE FUND**

|  | Original Budget     | Budget Amendment | Amended Budget      | Current Year YTD Actual | Current Year Encumbrances | Current Remaining Budget Balance | YTD Percent | Note | Prior Year YTD Actual | Change from Prior Year |
|--|---------------------|------------------|---------------------|-------------------------|---------------------------|----------------------------------|-------------|------|-----------------------|------------------------|
| <b>REVENUES</b>                          |                     |                  |                     |                         |                           |                                  |             |      |                       |                        |
| Sanitation Charges for Services          | \$ 2,979,722        | \$ -             | \$ 2,979,722        | \$ 681,473              | \$ -                      | \$ 2,298,249                     | 23%         |      | \$ 553,948            | 23%                    |
| Interest Income                          | -                   | -                | -                   | 2,084                   | -                         | (2,084)                          | 0%          |      | 401                   | 420%                   |
| Transfer In                              | 2,050,000           | -                | 2,050,000           | -                       | -                         | 2,050,000                        | 0%          |      | -                     | 0%                     |
| <b>Total Revenues</b>                    | <b>\$ 5,029,722</b> | <b>\$ -</b>      | <b>\$ 5,029,722</b> | <b>\$ 683,556</b>       | <b>\$ -</b>               | <b>\$ 4,346,166</b>              | <b>14%</b>  |      | <b>\$ 554,348</b>     | <b>23%</b>             |
| <b>EXPENDITURES</b>                      |                     |                  |                     |                         |                           |                                  |             |      |                       |                        |
| Administration                           | \$ 2,325,554        | \$ (1,955,000)   | \$ 370,554          | \$ 8,573                | \$ 2,383                  | \$ 359,597                       | 3%          |      | \$ -                  | 0%                     |
| Sanitation Collection                    | 2,668,887           | -                | 2,668,887           | 226,499                 | -                         | 2,442,388                        | 8%          |      | 365,667               | -38%                   |
| Capital Expenditure                      | -                   | 1,955,000        | 1,955,000           | -                       | 1,950,480                 | 4,520                            | 100%        |      | -                     | 0%                     |
| Debt Service                             | -                   | -                | -                   | -                       | -                         | -                                | 0%          |      | -                     | 0%                     |
| Transfer Out                             | -                   | -                | -                   | -                       | -                         | -                                | 0%          |      | -                     | 0%                     |
| <b>Total Expenses</b>                    | <b>\$ 4,994,441</b> | <b>\$ -</b>      | <b>\$ 4,994,441</b> | <b>\$ 235,073</b>       | <b>\$ 1,952,863</b>       | <b>\$ 2,806,505</b>              | <b>44%</b>  |      | <b>\$ 365,667</b>     | <b>-36%</b>            |
| <b>REVENUE OVER (UNDER) EXPENDITURES</b> | <b>\$ 35,281</b>    | <b>\$ -</b>      | <b>\$ 35,281</b>    | <b>\$ 448,484</b>       |                           |                                  |             |      | <b>\$ 188,682</b>     |                        |
| Beginning Working Capital October 1      |                     |                  | 6,018               | 6,018                   |                           |                                  |             |      |                       |                        |
| Ending Working Capital                   |                     |                  | <u>\$ 41,299</u>    | <u>\$ 454,502</u>       |                           |                                  |             |      |                       |                        |

Notes

# SOLID WASTE REVENUE AND EXPENSE

Current YTD to Prior Year YTD Actual Comparison



TOWN OF PROSPER, TEXAS  
MONTHLY FINANCIAL REPORT  
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CAPITAL PROJECTS FUND - GENERAL

| Project   | Current Year Original Budget | Current Year Budget Amendment | Current Year Amended Budget | Current Year Actual | Current Year Encumbrances | Current Remaining Budget Balance | Prior Years Expenditure | Project Budget Balance |               |
|---|------------------------------|-------------------------------|-----------------------------|---------------------|---------------------------|----------------------------------|-------------------------|------------------------|---------------|
| <b>REVENUES</b>   |                              |                               |                             |                     |                           |                                  |                         |                        |               |
| Grants  | \$ 1,877,105                 | \$ -                          | \$ 1,877,105                | \$ -                |                           |                                  |                         |                        |               |
| Property Taxes-Delinquent                                   | 0                            | -                             | -                           | (351)               |                           |                                  |                         |                        |               |
| Property Taxes-Current                                      | 8,502,003                    | -                             | 8,502,003                   | 5,307,724           |                           |                                  |                         |                        |               |
| Taxes-Penalties   | 0                            | -                             | -                           | 2,022               |                           |                                  |                         |                        |               |
| Contributions/Interlocal Revenue                            | -                            | -                             | -                           | 1,685,240           |                           |                                  |                         |                        |               |
| Bond Proceeds   | -                            | -                             | -                           | -                   |                           |                                  |                         |                        |               |
| Interest Income   | -                            | -                             | -                           | 1,071,529           |                           |                                  |                         |                        |               |
| Other Revenue   | -                            | -                             | -                           | -                   |                           |                                  |                         |                        |               |
| Transfers In - General Fund                                 | -                            | -                             | -                           | -                   |                           |                                  |                         |                        |               |
| Transfers In - Impact Fee Funds                             | -                            | -                             | -                           | -                   |                           |                                  |                         |                        |               |
| Transfers In - Escrows                                      | -                            | -                             | -                           | -                   |                           |                                  |                         |                        |               |
| Transfers In - Parks  | -                            | -                             | -                           | 1,513,800           |                           |                                  |                         |                        |               |
| *Transfers In/Out - Bond Funds                              | -                            | -                             | -                           | -                   |                           |                                  |                         |                        |               |
| Total Revenues  | \$ 10,379,108                | \$ -                          | \$ 10,379,108               | \$ 9,579,963        |                           |                                  |                         |                        |               |
| <b>EXPENDITURES</b>   |                              |                               |                             |                     |                           |                                  |                         |                        |               |
| West Prosper Roads  | \$ 14,168,828                | -                             | -                           | -                   | -                         | -                                | 14,017,321              | 151,508                |               |
| Fishtrap (seg 2) PISD Reimbursement                         | 1,063,033                    | -                             | 122,402                     | 122,402             | -                         | -                                | 940,631                 | 122,402                |               |
| DNT Main Lane (US 380 - FM 428)                             | 2,557,062                    | -                             | 2,557,062                   | 2,557,062           | -                         | 2,557,062                        | -                       | 2,557,062              |               |
| Coit Rd (First-Frontier) 4 Lns                              | 6,500,000                    | -                             | 6,492,569                   | 6,492,569           | 6,209                     | 6,486,360                        | 801                     | 6,492,990              |               |
| First St (DNT to Coleman)                                   | 24,786,567                   | -                             | 22,644,181                  | 22,644,181          | 28,546                    | 22,334,419                       | 2,142,264               | 22,334,542             |               |
| First Street (Elem-DNT) 4 Lanes                             | 30,879,730                   | -                             | 24,186,414                  | 24,186,414          | 1,349,986                 | 21,339,920                       | 1,496,508               | 7,418,615              |               |
| Preston Road / First Street Dual Left Turns (Design & C     | 900,000                      | -                             | 900,000                     | 900,000             | 55,048                    | 37,952                           | 807,000                 | -                      |               |
| First St (Coit-Custer) 4 Lanes                              | 27,269,101                   | -                             | 8,805,215                   | 8,805,215           | 2,972,143                 | 4,340,547                        | 1,492,525               | 18,463,886             |               |
| Preston/Prosper Trail Turn Lane                             | 900,000                      | -                             | 749,462                     | 749,462             | 214                       | 344,656                          | 404,592                 | 150,538                |               |
| Craig Street (Preston-Fifth)                                | 450,000                      | -                             | 123,480                     | 123,480             | 9,630                     | 16,450                           | 97,400                  | 313,073                |               |
| First Street (Teel - Gee Road)                              | 6,025,444                    | -                             | 1,235,465                   | 1,235,465           | 98,640                    | 1,136,825                        | -                       | 4,789,978              |               |
| Gee Road (First Street - Windsong)                          | 5,414,933                    | -                             | 2,398,122                   | 2,398,122           | 4,657                     | 2,361,914                        | 31,551                  | 3,016,368              |               |
| Coleman (Gorgeous - Prosper Trail)                          | 1,500,000                    | -                             | 973,255                     | 973,255             | 54,315                    | 280,380                          | 638,561                 | 554,557                |               |
| Coleman (Prosper Trail - PHS)                               | 720,000                      | -                             | 720,000                     | 720,000             | -                         | -                                | 720,000                 | -                      |               |
| Legacy (Prairie - First Street)                             | 11,425,000                   | -                             | 10,706,174                  | 10,706,174          | 3,833                     | 56,424                           | 10,645,917              | 698,272                |               |
| Coit/US 380 SB Turn Lanes                                   | 300,000                      | -                             | 276,014                     | 276,014             | 157                       | 270,595                          | 5,262                   | 23,986                 |               |
| Parvin (FM 1385 - Legacy)                                   | 500,000                      | -                             | -                           | -                   | -                         | -                                | 500,000                 | -                      |               |
| US 380 Deceleration Lanes - Denton County                   | 500,000                      | -                             | 500,000                     | 500,000             | -                         | -                                | 500,000                 | -                      |               |
| Safety Way  | 800,000                      | -                             | 800,000                     | 800,000             | -                         | -                                | 800,000                 | -                      |               |
| Gorgeous/McKinley   | 700,000                      | -                             | 700,000                     | 700,000             | -                         | -                                | 700,000                 | -                      |               |
| Renaming of Fishtrap Road to W. First Street                | 80,000                       | -                             | -                           | -                   | -                         | -                                | -                       | 2,877                  |               |
| Gee Road (US 380-FM 1385)                                   | 2,200,000                    | -                             | 2,038,300                   | 2,038,300           | -                         | 1,493,300                        | 545,000                 | 106,028                |               |
| Frontier (Legacy-DNT)                                       | 300,000                      | -                             | -                           | -                   | -                         | -                                | -                       | 300,000                |               |
| First Street (Coleman)                                      | 500,000                      | -                             | 499,791                     | 499,791             | 59,092                    | 437,457                          | 3,242                   | 209                    |               |
| Star Trail, Phase 5: Street Repairs                         | 1,450,000                    | -                             | 1,450,000                   | 1,450,000           | -                         | -                                | 1,450,000               | -                      |               |
| Prosper Trail (Coit - Custer) - 2 WB lanes                  | 400,000                      | -                             | 400,000                     | 400,000             | -                         | -                                | 400,000                 | -                      |               |
| Windsong Pkwy/380 Dual L Turns                              | 22,800                       | -                             | 22,800                      | 22,800              | 3,500                     | 19,300                           | -                       | -                      |               |
| Teel Parkway (US 380 - First Street Rd) NB 2 Lanes (Design) | 5,850,000                    | -                             | 5,637,136                   | 5,637,136           | 11,616                    | 16,855                           | 5,608,665               | 194,933                |               |
| Traffic Improvement Projects                                | 1,000,000                    | -                             | 977,200                     | 977,200             | -                         | -                                | 977,200                 | 805,067                |               |
| US380 Median Lighting                                       | 485,000                      | -                             | 19,088                      | 19,088              | -                         | -                                | 19,088                  | 465,912                |               |
| Fifth Street Quiet Zone                                     | 500,000                      | -                             | 500,000                     | 500,000             | -                         | -                                | 500,000                 | -                      |               |
| Traffic Signal - Fishtrap & Artesia Boulevard               | 65,000                       | -                             | 65,000                      | 65,000              | -                         | 60,250                           | 4,750                   | -                      |               |
| Traffic Signal - DNT/Frontier                               | 265,000                      | -                             | 265,000                     | 265,000             | 3,225                     | 79,775                           | 182,000                 | -                      |               |
| Traffic Signal - Teel Pkwy & Prairie Drive                  | 65,000                       | -                             | 65,000                      | 65,000              | -                         | 40,750                           | 24,250                  | -                      |               |
| Signl Sdy/Beacon Aca  | 128,300                      | -                             | 128,300                     | 128,300             | -                         | 128,300                          | -                       | -                      |               |
| Crswalk Sign Markings Flashers                              | 400,000                      | -                             | 271,700                     | 271,700             | -                         | -                                | 271,700                 | -                      |               |
| Capital Expenditures  | 4,176,553                    | -                             | 4,176,553                   | -                   | -                         | -                                | 4,176,553               | -                      |               |
| Total Street Projects                                       | \$ 151,070,799               | \$ 4,176,553                  | \$ 97,229,130               | \$ 101,405,683      | \$ 4,660,811              | \$ 32,742,865                    | \$ 64,002,007           | \$ 54,295,179          | \$ 59,371,943 |

TOWN OF PROSPER, TEXAS  
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CAPITAL PROJECTS FUND - GENERAL

| Project   | Current Year Original Budget | Current Year Budget Amendment | Current Year Amended Budget | Current Year Actual   | Current Year Encumbrances | Current Remaining Budget Balance | Prior Years Expenditure | Project Budget Balance |                      |
|---|------------------------------|-------------------------------|-----------------------------|-----------------------|---------------------------|----------------------------------|-------------------------|------------------------|----------------------|
| Turf Irrigation SH289   | 68,000                       | \$ -                          | \$ -                        | \$ -                  | \$ -                      | \$ -                             | 48,935                  | 19,065                 |                      |
| US 380 Median Design (Green Ribbon)                                 | 821,250                      | -                             | -                           | -                     | -                         | -                                | 65,800                  | 755,450                |                      |
| Tanner's Mill Phase 2 Design  | 1,396,400                    | -                             | -                           | -                     | -                         | -                                | 1,385,109               | 11,291                 |                      |
| Lakewood Preserve, Phase 2  | 4,982,255                    | 4,982,255                     | 4,982,255                   | 115,089               | 131,477                   | 4,735,688                        | -                       | 4,735,688              |                      |
| Pecan Grove Ph II   | 70,457                       | -                             | 504                         | -                     | -                         | 504                              | 68,958                  | 1,499                  |                      |
| Westside Waterline T  | 800,000                      | -                             | 800,000                     | -                     | -                         | 800,000                          | 68,958                  | 731,042                |                      |
| Gee Road Trail Connection   | 700,000                      | -                             | 700,000                     | -                     | -                         | 700,000                          | -                       | 700,000                |                      |
| Downtown Pond Improvements  | 120,000                      | -                             | 108,240                     | -                     | -                         | 108,240                          | 11,760                  | 108,240                |                      |
| Raymond Community Park  | 19,800,000                   | -                             | 18,994,158                  | 198,156               | 8,892,685                 | 9,903,316                        | 808,342                 | 9,900,816              |                      |
| Coleman Median Landscape (Victory-Preston)                          | 650,000                      | -                             | -                           | -                     | -                         | -                                | 454,811                 | 195,189                |                      |
| Prosper Trail Median Landscape                                      | 275,000                      | -                             | -                           | -                     | -                         | -                                | 150,723                 | 124,277                |                      |
| Green Ribbon Lovers   | 2,295,000                    | -                             | 2,295,000                   | -                     | -                         | 2,295,000                        | 150,723                 | 2,144,277              |                      |
| Windsong Parkland Dedication  | 1,913,800                    | -                             | 1,913,800                   | 1,913,800             | -                         | -                                | -                       | -                      |                      |
| Froniter Park Pond Repairs  | 473,000                      | -                             | 473,000                     | -                     | -                         | 473,000                          | -                       | 473,000                |                      |
| Various Hike and Bike Trails  | 580,680                      | -                             | 580,680                     | -                     | -                         | 580,680                          | -                       | 580,680                |                      |
| Prosper Trail Screening (Preston - Deer Run)                        | 750,000                      | -                             | 750,000                     | -                     | -                         | 750,000                          | -                       | 750,000                |                      |
| <b>Total Park Projects</b>  | <b>\$ 35,695,841</b>         | <b>\$ -</b>                   | <b>\$ 31,597,636</b>        | <b>\$ 31,597,636</b>  | <b>\$ 2,227,045</b>       | <b>\$ 9,024,163</b>              | <b>\$ 20,346,428</b>    | <b>\$ 3,214,120</b>    | <b>\$ 21,230,514</b> |
| PD Car Camera and Body worn Camera System                           | 387,225                      | \$ -                          | \$ 370,325                  | \$ 370,325            | \$ -                      | \$ 370,325                       | 16,900                  | 370,325                |                      |
| Station #3 Quint Engine   | 1,495,000                    | -                             | 25,120                      | 25,120                | -                         | 19,498                           | 5,621                   | 1,469,880              |                      |
| Station #3 Ambulance  | 495,000                      | -                             | 40,109                      | 40,109                | -                         | 2,277                            | 37,832                  | 454,891                |                      |
| Parks & Public Works, Phase 1                                       | \$ 1,200,000                 | -                             | 1,200,000                   | 1,200,000             | -                         | -                                | 1,200,000               | -                      |                      |
| Awnings for Storage   | 19,800                       | -                             | 300                         | 300                   | -                         | 300                              | -                       | 11,100                 |                      |
| Public Safety Complex, Phase 2-Design                               | 1,591,160                    | -                             | 28,337                      | 28,337                | -                         | 28,337                           | -                       | 1,562,823              |                      |
| Public Safety Complex, Phase 2-Dev Costs                            | 647,325                      | -                             | 227,923                     | 227,923               | -                         | 2,175                            | 225,748                 | 123,716                |                      |
| Public Safety Complex, Phase 2-Construction                         | 14,500,000                   | -                             | -                           | -                     | -                         | -                                | -                       | 14,499,866             |                      |
| Public Safety Complex, Phase 2-FFE                                  | 1,274,385                    | -                             | 174,439                     | 174,439               | (491)                     | 174,930                          | 1,099,946               | 174,930                |                      |
| Fire Station #4 - Design  | 623,555                      | -                             | 201,220                     | 201,220               | -                         | 201,220                          | -                       | 472,987                |                      |
| Fire Station #4 - Engine  | 1,250,000                    | -                             | 27,213                      | 27,213                | -                         | 19,498                           | 7,714                   | 1,222,787              |                      |
| Fire Station #4 - Ambulance   | 552,000                      | -                             | 427,568                     | 427,568               | 1,863                     | 378,640                          | 47,065                  | 124,407                |                      |
| Fire Station #4 - Other Costs                                       | 8,250                        | -                             | -                           | -                     | -                         | -                                | -                       | 8,250                  |                      |
| Fire Station #4 Construction  | 10,168,195                   | -                             | 10,168,195                  | 10,168,195            | -                         | 10,168,195                       | -                       | 10,168,195             |                      |
| Parks and Public Works Parking Lot                                  | 1,000,000                    | -                             | 1,000,000                   | 1,000,000             | -                         | 1,000,000                        | -                       | 1,000,000              |                      |
| Interim Community Center  | 2,250,000                    | -                             | 2,250,000                   | 2,250,000             | -                         | 2,250,000                        | -                       | 2,250,000              |                      |
| Finish Out Interior Spaces Town Hall First and Second Floor         | 650,000                      | -                             | 650,000                     | 650,000               | -                         | 650,000                          | -                       | 650,000                |                      |
| Emergency Warning Sirens  | 296,887                      | -                             | 296,887                     | 296,887               | -                         | 296,887                          | (0)                     | -                      |                      |
| <b>Total Facility Projects</b>                                      | <b>\$ 38,408,782</b>         | <b>\$ -</b>                   | <b>\$ 17,087,635</b>        | <b>\$ 17,087,635</b>  | <b>\$ 1,371</b>           | <b>\$ 948,834</b>                | <b>\$ 16,137,430</b>    | <b>\$ 21,067,553</b>   | <b>\$ 16,391,023</b> |
| Transfer Out  | -                            | -                             | -                           | -                     | -                         | -                                | -                       | -                      |                      |
| <b>Total Expenditures</b>   | <b>\$ 225,175,422</b>        | <b>\$ 4,176,553</b>           | <b>\$ 145,914,401</b>       | <b>\$ 150,090,954</b> | <b>\$ 6,889,228</b>       | <b>\$ 42,715,862</b>             | <b>\$ 100,485,864</b>   | <b>\$ 78,576,852</b>   | <b>\$ 96,993,480</b> |
| REVENUE OVER (UNDER) EXPENDITURES                                   |                              |                               | \$ (139,711,846)            | \$ 2,690,735          |                           |                                  |                         |                        |                      |
| Beginning Fund Balance (Restricted for Capital Projects) October 1  |                              |                               | 77,609,702                  | 77,609,702            |                           |                                  |                         |                        |                      |
| Ending Fund Balance (Restricted for Capital Projects) Current Month |                              |                               | <u>\$ (62,102,144)</u>      | <u>\$ 80,300,437</u>  |                           |                                  |                         |                        |                      |

\*Transfers In/Out - Bonds-Bond and CIP funds are both in the Capital Projects Fund so transfers between these funds are netted together and eliminated.

TOWN OF PROSPER, TEXAS  
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CAPITAL PROJECTS FUND-WATER/SEWER

| Project  | Current Year<br>Original<br>Budget | Current Year<br>Budget<br>Amendment | Current Year<br>Amended<br>Budget | Current Year<br>Actual | Current Year<br>Encumbrances | Current Remaining<br>Budget Balance | Prior Year<br>Expenditure | Project<br>Budget<br>Balance |                      |
|--|------------------------------------|-------------------------------------|-----------------------------------|------------------------|------------------------------|-------------------------------------|---------------------------|------------------------------|----------------------|
| <b>REVENUES</b>  |                                    |                                     |                                   |                        |                              |                                     |                           |                              |                      |
| Interest Income  | \$ -                               | \$ -                                | \$ -                              | \$ 459,011             |                              |                                     |                           |                              |                      |
| Bond Proceeds  | -                                  | -                                   | -                                 | -                      |                              |                                     |                           |                              |                      |
| Transfers In   | -                                  | -                                   | -                                 | -                      |                              |                                     |                           |                              |                      |
| Transfers In - ARPA Funds  | 6,348,980                          | -                                   | 6,348,980                         | -                      |                              |                                     |                           |                              |                      |
| Transfers In - Impact Fee Funds  | -                                  | -                                   | -                                 | -                      |                              |                                     |                           |                              |                      |
| Transfers In - Bond Funds  | -                                  | -                                   | -                                 | -                      |                              |                                     |                           |                              |                      |
| <b>Total Revenues</b>  | <b>\$ 6,348,980</b>                | <b>\$ -</b>                         | <b>\$ 6,348,980</b>               | <b>\$ 459,011</b>      |                              |                                     |                           |                              |                      |
| <b>EXPENDITURES</b>  |                                    |                                     |                                   |                        |                              |                                     |                           |                              |                      |
| Lower Pressure Plane Pump Station Design                                   | \$ 17,993,706                      | \$ -                                | 7,329,745                         | 7,329,745              | 980,212                      | 6,349,533                           | -                         | \$ 10,661,282                | \$ 2,678             |
| LPP Water Line Phase, 2A   | 11,452,762                         | -                                   | 12,937,299                        | 12,937,299             | 411,018                      | -                                   | 12,526,281                | -                            | 11,041,744           |
| Broadway (Parvin-Craig)  | 150,000                            | -                                   | 150,000                           | 150,000                | -                            | -                                   | 150,000                   | -                            | 150,000              |
| Fishtrap (Elem-DNT) (Legacy Water Line)                                    | 15,000                             | -                                   | -                                 | -                      | -                            | -                                   | -                         | 15,000                       | -                    |
| Doe Branch Parallel Interceptor  | 5,000,000                          | -                                   | 7,400,000                         | 7,400,000              | -                            | -                                   | 7,400,000                 | -                            | 5,000,000            |
| Doe Branch, Phase 3 WWTP   | 55,000,000                         | 6,348,980                           | 55,000,000                        | 61,348,980             | -                            | -                                   | 61,348,980                | -                            | 55,000,000           |
| Wilson Creek WW Line   | 400,000                            | -                                   | 400,000                           | 400,000                | -                            | -                                   | 400,000                   | -                            | 400,000              |
| Parks & Public Works, Phase 1  | 600,000                            | -                                   | 600,000                           | 600,000                | -                            | -                                   | 600,000                   | -                            | 600,000              |
| DNT (Prosper Trail - Frontier Parkway) 12-inch WL                          | 4,500,000                          | -                                   | 4,500,000                         | 4,500,000              | 305                          | -                                   | 4,499,695                 | -                            | 4,499,695            |
| Upper Doe Branch WW Line (Teel-PISD Stadium)                               | 4,050,000                          | -                                   | 4,050,000                         | 4,050,000              | -                            | -                                   | 4,050,000                 | -                            | 4,050,000            |
| DNT Water Line Relocation (US 380 - First St)                              | 2,146,650                          | -                                   | 2,127,151                         | 2,127,151              | 63,686                       | 71,965                              | 1,991,500                 | 837                          | 2,010,163            |
| Master Plan Projects   | 1,539,007                          | -                                   | 1,539,007                         | 1,539,007              | -                            | -                                   | 1,539,007                 | 837                          | 1,538,170            |
| Water Line Relocation Frontier   | 3,400,000                          | -                                   | 3,137,000                         | 3,137,000              | 4,117                        | 137,172                             | 2,995,711                 | 239,561                      | 3,019,150            |
| <b>Total Water &amp; Wastewater Projects</b>                               | <b>\$ 106,247,125</b>              | <b>\$ 6,348,980</b>                 | <b>\$ 99,170,202</b>              | <b>\$ 105,519,182</b>  | <b>\$ 1,459,338</b>          | <b>\$ 6,558,670</b>                 | <b>\$ 97,501,174</b>      | <b>\$ 10,917,516</b>         | <b>\$ 87,311,601</b> |
| Old Town Regional Pond #2  | 48,386                             | -                                   | 17,177                            | 17,177                 | -                            | 17,114                              | 63                        | 31,210                       | 63                   |
| <b>Total Drainage Projects</b>   | <b>\$ 48,386</b>                   | <b>\$ -</b>                         | <b>\$ 17,177</b>                  | <b>\$ 17,177</b>       | <b>\$ -</b>                  | <b>\$ 17,114</b>                    | <b>\$ 63</b>              | <b>\$ 31,210</b>             | <b>\$ 63</b>         |
| Transfer out   | -                                  | -                                   | -                                 | -                      | -                            | -                                   | -                         | -                            | -                    |
| <b>Total Expenses</b>  | <b>\$ 106,295,511</b>              | <b>\$ 6,348,980</b>                 | <b>\$ 99,187,379</b>              | <b>\$ 105,536,359</b>  | <b>\$ 1,459,338</b>          | <b>\$ 6,575,784</b>                 | <b>\$ 97,501,237</b>      | <b>\$ 10,948,725</b>         | <b>\$ 87,311,664</b> |
| <b>REVENUE OVER (UNDER) EXPENDITURES</b>                                   |                                    |                                     |                                   | <b>\$ (99,187,379)</b> | <b>\$ (1,000,327)</b>        |                                     |                           |                              |                      |
| <b>Beginning Fund Balance (Restricted for Capital Projects) October 1</b>  |                                    |                                     |                                   | <b>40,601,835</b>      | <b>40,601,835</b>            |                                     |                           |                              |                      |
| <b>Ending Fund Balance (Restricted for Capital Projects) Current Month</b> |                                    |                                     |                                   | <b>\$ (58,585,544)</b> | <b>\$ 39,601,508</b>         |                                     |                           |                              |                      |

**TOWN OF PROSPER**  
**REPORT TO TOWN COUNCIL**  
**FY 2024 RESULTS OF FIRST QUARTER ENDING DECEMBER 31, 2023**

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

In summary, both revenues and expenditures are within the expected ranges and no unexpected events have occurred that require significant changes in original projections. With 25% of the year now complete, results for the major operations of the funds with related commentary are:

### **GENERAL FUND**

- Revenues total \$18,117,384 or 39% of annual budget
- Property Tax Collections are 57% of annual budget
- Sales Tax Revenues are 25% of annual budget
- Franchise Fees are 12% of annual budget
- Building Permit Revenues are 38% of annual budget, an increase of 41% from the prior year.
- Expenditures total \$10,146,516, or 27% of annual budget

#### **Revenues:**

It is common for a disproportionate percentage of General Fund revenues to be received early in the year as our largest revenue-property taxes are due January 31<sup>st</sup> with many paying by the end of December to receive the income tax deduction in the current calendar year. Sales tax revenue is 14% higher than the previous year's revenue and is projected to meet budget expectations. Many franchise fees are paid on a quarterly basis which creates a lag early in the year, but a 19% increase in receipts from the prior year is indicative of the growing sales tax base. Finally, Building Permits is ahead of the 25% reference point due to the seasonality of building activity.

#### **Expenditures**

The General Fund budget includes a large amount of non-recurring items such as patrol vehicles computers, radios, and other equipment for new police officer positions. The annual property and liability insurance premium is paid in the first quarter and covers the entire year. Encumbrances contributed to expenditures being slightly higher than the 25% reference point.

## IMPACT FEE REVENUES

- Street Impact Fees for East Thoroughfare Impact Fees total \$289,896 which is 22% of annual budget
- Street Impact Fees for West Thoroughfare Impact Fees total \$1,124,942 which is 27% of annual budget
- Water Impact Fees total \$858,562 which is 25% of annual budget
- Wastewater Impact Fees total \$486,108 which is 20% of annual budget

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

## WATER & SEWER FUND

- Revenues total \$8,264,774 or 21% of annual budget which is up 8% from prior year
- Expenditures total \$5,507,826 which is 16% of annual budget and down 7% from prior year
- Water purchases are down due to the timing of payments.

### Revenues

Monthly billings were relatively flat for October and November with the majority of the increase in the first quarter coming from December billings. The water charges revenue is slightly below the 25% reference point, but consumption is expected to increase throughout the year as more accounts are added.

### Expenditures

Due to the “take or pay” fee structures of regional suppliers expenditures tend to have less seasonal variation than revenues. These expenditures show a decrease from the prior year due to the timing of payments.

Mario Canizares  
Town Manager



## PUBLIC WORKS

**To: Mayor and Town Council**

**From: Frank E. Jaromin, PE, Director of Public Works  
Chuck Ewings, Assistant Town Manager**

**Through: Mario Canizares, Town Manager**

**Re: Ratify Emergency Expenditure to Consolidated Traffic Controls, Inc**

**Town Council Meeting – January 23, 2024**

**Agenda Item:**

Consider and act upon ratifying an emergency purchase expenditure to Consolidated Traffic Controls, Inc. related to the Town's emergency repair of a traffic signal pole located at Prosper Trail and the Dallas North Tollway (DNT). (FJ)

**Description of Agenda Item:**

On December 12, 2023, the southbound traffic signal pole was hit causing deformation of the signal pole requiring its replacement. Consolidated Traffic Controls, Inc. has provided the Town with a price to take the mast are down and remove and replace the traffic pole and replace the mast are while maintaining traffic flow.

Therefore, the Town Manager approved the use of "Emergency" provisions to move forward with repair of the traffic signal pole as allowed for in Section 252.022 (a) (2) of the Local Government Code, a procurement necessary to preserve or protect the public health or safety of the municipality's residents. This expenditure will be turned over to TML for collection.

Staff requested a proposal from Consolidated Traffic Controls, Inc. After reviewing the proposal, staff determined that Consolidated Traffic Controls, Inc. was within normal pricing and would provide the best value to the Town. Consolidated Traffic Controls, Inc specializes in complete traffic signal installation including fabrication, programming, testing, installation, and maintenance. Additionally, the Town utilizes Consolidated Traffic Controls, Inc for traffic signal repair and maintenance in the past with outstanding results. Consolidated Traffic Controls, Inc. is using contract pricing from HGACBUY Contract PE05-21 and is currently valid.

**Budget Impact:**

This emergency expenditure in the amount of \$62,893.00 was funded from 100-5480-50-01 (Streets Contract Services.)

**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. Consolidated Traffic Controls, Inc. Proposal
2. HGAC PE05-21 Contract Summary

**Town Staff Recommendation:**

Staff recommends ratifying an emergency purchase expenditure to Consolidated Traffic Controls, Inc. related to the Town's emergency repair of a traffic signal pole located at Prosper Trail and the Dallas North Tollway (DNT).

**Proposed Motion:**

I move to ratifying an emergency purchase expenditure to Consolidated Traffic Controls, Inc. related to the Town's emergency repair of a traffic signal pole located at Prosper Trail and the Dallas North Tollway (DNT).

|  |  |  |  |  |  |                     |            |
|--|--|--|--|--|--|---------------------|------------|
| <b>HGACBuy</b>   |  | <b>CONTRACT PRICING WORKSHEET</b><br>For Catalog & Price Sheet Type Purchases        |  | Contract No.:  | PE-05-21                                       | Date Prepared:      | 12/27/2023 |
| This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents <b>MUST</b> be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.                        |  |  |  |  |  |                     |            |
| Buying Agency:   | Prosper  |  |  | Contractor:  | Consolidated Traffic Controls, Inc.            |                     |            |
| Contact Person:  | Alex Schmidt   |  |  | Prepared By:   | Bobby Hale                                     |                     |            |
| Phone:   | 972-347-9969   |  |  | Phone:   | 800-448-8841                                   |                     |            |
| Fax:   |  |  |  | Fax:   | 800-448-8850                                   |                     |            |
| Email:   | aschmidt@prospertx.gov                                     |  |  | Email:   | Bobby.Hale@ctc-traffic.com                     |                     |            |
| Catalog / Price Sheet Name:  | Traffic Control, Enforcement & Signal Preemption Equipment |  |  |  |  |                     |            |
| General Description of Product:  | Traffic Control Equipment                                  |  |  |  |  |                     |            |
| <b>A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary</b>   |  |  |  |  |  |                     |            |
| Line Number  | Quan   | Description  |  |  | Unit Pr  | Total               |            |
| 2457   | 1  | 50' LMA-80/100L-8 50' LMA-80/100L-8  |  |  | \$ 26,813.00                                   | \$ 26,813.00        |            |
| 3278   | 78   | CTCINSTALL On Site Time One Man and Pickup Truck (2 Hr minimum including drive time) |  |  | \$ 180.00                                      | \$ 14,040.00        |            |
| 3279   | 78   | CTCINSTALL Second Man (Include Both Drive and On Site time)                          |  |  | \$ 180.00                                      | \$ 14,040.00        |            |
| <b>Total From Other Sheets, If Any:</b>  |  |  |  |  |  |                     |            |
| <b>Subtotal A:</b>   |  |  |  |  |  | <b>\$ 54,893.00</b> |            |
| <b>B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary</b><br>(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.) |  |  |  |  |  |                     |            |
| Quan   | Description  |  |  |  | Unit Pr  | Total               |            |
| 1  | Add ILSN Arm & Powder coating                              |  |  |  | \$ 5,000.00                                    | \$ 5,000.00         |            |
|  |  |  |  |  | \$   | -                   |            |
|  |  |  |  |  | \$   | -                   |            |
|  |  |  |  |  | \$   | -                   |            |
| <b>Total From Other Sheets, If Any:</b>  |  |  |  |  |  |                     |            |
| <b>Subtotal B:</b>   |  |  |  |  |  | <b>\$ 5,000.00</b>  |            |
| <b>Check:</b> The total cost of Unpublished Options (Subtotal B) cannot exceed 25% of the total from Section A.  |  |  |  |  | <b>For this transaction the percentage is:</b> |                     | 9%         |
| <b>C. Other Allowances, Discounts, Trade-Ins, Freight, Make Ready or Miscellaneous Charges</b>   |  |  |  |  |  |                     |            |
| Quan   | Description  |  |  |  | Unit Pr  | Total               |            |
| 1  | Shipping Single pole                                       |  |  |  | \$ 3,000.00                                    | \$ 3,000.00         |            |
|  |  |  |  |  | \$   | -                   |            |
| <b>Subtotal C:</b>   |  |  |  |  |  | <b>\$ 3,000.00</b>  |            |
| <b>Delivery Date:</b> 30 to 45 Days ARO  |  |  |  | <b>D. Total Purchase Price (A+B+C):</b> \$ 62,893.00 |  |                     |            |

GL Account \_\_\_\_\_  
 GL Account \_\_\_\_\_  
 GL Account \_\_\_\_\_  
 Purchase Order \_\_\_\_\_ PO Line \_\_\_\_\_  
 Project Name/Number \_\_\_\_\_  
 Approval \_\_\_\_\_  
 FY \_\_\_\_\_ Mail \_\_\_\_\_ Department Pick Up \_\_\_\_\_



## Traffic Control, Enforcement & Signal Preemption Equipment

### Contract Information

### Contract Number

PE05-21

### Effective Dates

05/01/2021 - 04/30/2024

### Contract Details

Optically Controlled Priority Traffic Preemption Systems; Vehicle Identification / Vehicle Detection Systems; Automated Video - Camera Red Light Enforcement Systems; Automated Digital - Camera Red Light Enforcement Systems.

[View Contacts \(/contracts/contact-information?contractid=117\)](/contracts/contact-information?contractid=117)

[View Documents \(/contracts/documents?contractid=117\)](/contracts/documents?contractid=117)

[Return to Products & Services \(/products-and-services?contractid=117\)](/products-and-services?contractid=117)

### All Products

Search Products  

| Description | Code | Manufacturer | Price | Discount |
|-------------|------|--------------|-------|----------|
|-------------|------|--------------|-------|----------|

|  |   |                                       |
|--|---|---------------------------------------|
| Indication and Warning Assembly with or without Activation Systems Portable Traffic Control & Mitigation Devices (/products-and-services/view-product?productid=30486)   | HHG,<br>HHF   | K&K Systems, Inc                      |
| Indication and Warning Assembly with or without Activation Systems (/products-and-services/view-product?productid=30485)   | GG  | Electrotechnics Corporation dab ELTEC |
| Intelligent Transportation Management Systems (/products-and-services/view-product?productid=30490)  | XI  | UR International, Inc.                |
| Optically Controlled or Global Positioning Satellite/Radio Controlled Priority Traffic Signal Preemption System Intelligent Transportation Management Systems Indication and Warning Assembly with or without Activation Systems (/products-and-services/view-product?productid=30482)   | DA,DI,<br>DG  | Applied Information, Inc.             |
| Optically Controlled or Global Positioning Satellite/Radio Controlled Priority Traffic Signal Preemption System Portable Vehicle Counters Vehicle Identification/Vehicle Detection Systems Indication and Warning Assembly with or without Activation Systems (/products-and-services/view-product?productid=30484)  | HA, KA,<br>LD, PG,<br>RG, UG,<br>UC                 | Consolidated Traffic Controls         |
| Optically Controlled or Global Positioning Satellite/Radio Controlled Priority Traffic Signal Preemption System. Vehicle Identification/Vehicle Detection Systems. Indication and Warning Assembly with or without Activation Systems. Wireless Vehicle Detection Systems. Intelligent Transportation Management Systems (/products-and-services/view-product?productid=30487) | DA, FC,<br>DG, SH,<br>DI, FI                        | Paradigm Traffic Systems, Inc.        |
| Photo Enforcement Systems (/products-and-services/view-product?productid=30483)  | CE  | American Traffic Solutions Inc.       |
| Vehicle Identification/Vehicle Detection Systems Portable Traffic Control & Mitigation Devices Indication and Warning Assembly with or without Activation Systems (/products-and-services/view-product?productid=30488)  | AAC,<br>BBF,<br>CCG,<br>DDG<br>EEG, FFF,<br>GGF, KG | Texas Highway Products, Ltd           |
| Vehicle Identification/Vehicle Detection Systems (/products-and-services/view-product?productid=30489)   | YC, SC  | Twincrest, Inc.                       |





## TOWN ATTORNEY

**To: Mayor and Town Council**

**From: Terrence S. Welch, Town Attorney**

**Through: Mario Canizares, Town Manager**

**Re: Ordinance Releasing Property from the Town's ETJ**

**Town Council Meeting – January 23, 2024**

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

#### **Agenda Item:**

Consider and act upon an ordinance releasing 19.358 Acres, more or less, generally located west of FM 1385 in Denton County, from the Town's Extraterritorial Jurisdiction.

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

The 88<sup>th</sup> Texas Legislature (Regular Session) adopted, and the Governor signed, Senate Bill 2038, effective September 1, 2023. SB 2038 requires that a municipality must release property from its extraterritorial jurisdiction (ETJ) upon the request of a property owner. There are limitations to such release as defined in Section 42.101 of the Texas Local Government Code; however, those limitations apply to very specific situations, such as the property being located within 5 miles of a military base, in the ETJ of a municipality with a population of more than 1.4 million, in an industrial district or in an area subject to a strategic partnership agreement. None of those statutorily authorized situations apply here. If the Town does not adopt the requested ETJ release ordinance, after 45 days the ETJ release nevertheless becomes effective as a matter of law.

The Town currently does not provide any services to the ETJ area to be released.

#### **Budget Impact:**

There is no budgetary impact affiliated with this item.

#### **Legal Obligations and Review:**

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

#### **Attached Documents:**

1. Petition for Release of ETJ
2. Proposed Ordinance

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

The Town Attorney recommends that the Town Council approve an ordinance releasing 19.358 Acres, more or less, generally located west of FM 1385 in Denton County, from the Town's Extraterritorial Jurisdiction

**Proposed Motion:**

I move to approve an ordinance releasing 19.358 Acres, more or less, generally located west of FM 1385 in Denton County, from the Town's Extraterritorial Jurisdiction



**HAJJAR / PETERS**  
LLP

Josh Bernstein  
jbernstein@legalstrategy.com

December 21, 2023

**VIA FEDEX AND EMAIL:**

Ms. Michelle Lewis Sirianni  
Town Secretary  
Town of Prosper  
250 W First Street  
Prosper, Texas 75078

VIA EMAIL: mlsirianni@prospertx.gov

Re: Petition for Release from the Extraterritorial Jurisdiction of the Town of Prosper

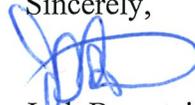
Dear Ms. Sirianni:

I am writing on behalf of our client, Prose Prosper Owner, LLC, a Delaware limited liability company, the sole owner of the property located in the extraterritorial jurisdiction (ETJ) of the Town of Prosper, Denton County, Texas described by metes and bounds on Exhibit A attached hereto.

Pursuant to Section 42.105(c) of the Texas Local Government Code, we hereby submit the enclosed formal petition requesting the immediate release of the aforementioned property from the town's ETJ. We have also included with the petition: (1) the metes and bounds description of the property; (2) a survey of the property; (3) copies of the vesting deeds by which our client acquired title to the property; and (4) tax certificates evidencing our client's sole ownership of the property.

We appreciate the Town of Prosper's prompt attention to this matter and look forward to a timely response. Should there be any questions or additional information required, please feel free to contact me at the details provided below.

Thank you for your consideration.

Sincerely,  
  
Josh Bernstein

pc: Client, file



**HAJJAR / PETERS**  
— L L P —

**EXHIBIT A**  
**PROPERTY DESCRIPTION**

BEING a 19,358-acre (843,243 square foot) tract of land located in the William Lumpkin Survey, Abstract No. 730 Denton County, Texas, being all of that tract described in Warranty Deed to Walter Edward Smirl as recorded in Volume 1140, Page 43, Deed Records Denton County Texas (DRDCT), and being all of that tract described in General Warranty Deed with Vendor's Lien to Arka Fish Trap Investments, LLC. as recorded in Document No. 2017 – 2389, Official Records Denton County Texas (ORDCT), and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found in the west line of State Farm To Market Highway 1385 (FM 1385, called 80-foot right of way), for the southeast corner of the herein described tract and the northeast corner of that parcel described in Warranty Deed to John D. Smirl and wife Cleo Smirl as recorded in Volume 1140, page 39, Deed Records Denton County Texas;

THENCE North 88°19'38" West with the line common to said tract, a distance of 501.32 feet to a found 1/2-inch iron rod for the common westerly corner of said tracts, said point being on the east line of said Arka Fish Trap Investments, LLC tract;

THENCE South 01°34'40" West with the east line of said Arka tract, at a distance of 855.31 feet, passing a found 1-inch iron pipe, continuing for a total distance of 861.86 feet to a found 5/8 inch iron rod with cap marked "ADAMS SURVEYING COMPANY, LLC" (CIRF) in the west line of State Farm To Market Highway 1385 (FM 1385, called 80-foot right of way), also being on a non-tangent curve to the left;

THENCE with said non-tangent curve to the left, having a radius of 358.31 feet, a central angle of 10°04'04", an arc length of 62.96 feet, and a chord of South 16°02'03" West, 62.88 feet to a set 5/8-inch iron rod with cap marked "ADAMS SURVEYING COMPANY LLC" on the northerly line of Fish Trap Road (prescriptive Roadway);

THENCE with the northerly line of Fishtrap as follows:

North 88°41'58" West, a distance of 467.05 feet to a found 1/2-inch iron rod;

North 88°42'17" West, a distance of 64.73 feet to a 1/2-inch iron rod found in the aforesaid north line of Fishtrap Road for the common southerly corner of said Arka tract and that called 5.973-acre tract described in Deed with Limited Warranty of Title to Rollinghouse Properties, LP as recorded in Document No. 2017 – 127926, ORDCT;

THENCE North 04°19'07" East with the line common to said tracts, a distance of 1,013.50 feet to a found 1/2-inch iron rod for the northwest corner of said Arka tract and a common corner for that called 22.3792 described in Special Warranty Deed to Rollinghouse Properties, LP as recorded in 2014 – 72993, ORDCT;

THENCE South 86°00'28" East, a distance of 499.45 feet to a found 1/2-inch iron rod for the common easterly corner for said Arka and Rollinghouse tracts;

THENCE North 01°34'40" East with the east line of said 7.333 acre tract, a distance of 572.49 feet to a CIRF;

THENCE South 88°19'38" East, a distance of 500.92 feet to a CIRF for the northeast corner of the herein described tract on the aforesaid west right of way line for FM 1385;

THENCE South 01°29'11" West with said right of way line, a distance of 373.66 feet to a CIRF

THENCE South 01°37'11" West continuing with said west right of way line, a distance of 264.80 feet to the POINT OF BEGINNING and containing 19,358-acres (843,243 square foot) of land, more or less.



that is (a) within 15 miles of the boundary of a military base, as defined by Section 43.0117 of the Texas Local Government Code, at which an active training program is conducted; and (b) in a county with a population of more than two million.

V.

The Petitioner represents that the Land is not in an area designated as an industrial district under Section 42.944 of the Texas Local Government Code.

VI.

The Petitioner represents that the Land is not in an area subject to a strategic partnership agreement entered into under Section 43.0751 of the Texas Local Government Code.

WHEREFORE, the undersigned respectfully prays that this petition be heard and granted in all respects and that the Town immediately release the Land from its extraterritorial jurisdiction, as required by Section 42.105(c) of the Texas Local Government Code, as it exists today and from any future expansions of the Town's extraterritorial jurisdiction whether by annexation or pursuant to Section 42.021 of the Texas Local Government Code. If the Town fails to release the Land from its extraterritorial jurisdiction by the later of forty-five (45) days from the date it receives this petition or the next meeting of the Town's governing body that occurs after the 30<sup>th</sup> day after the date the Town receives this petition, the Land shall be released from the Town's extraterritorial jurisdiction by operation of law.

[EXECUTION PAGES FOLLOW]

RESPECTFULLY SUBMITTED on December 19, 2023.

**PROSE PROSPER OWNER, LLC**, a Delaware limited liability company

By: Prose Prosper Venture, LLC, a Delaware limited liability company,  
its sole member

By: Prose Prosper Alliance, LLC, a Delaware limited liability  
company, its administrative member

By: David Dierkes  
David Dierkes, Authorized Representative

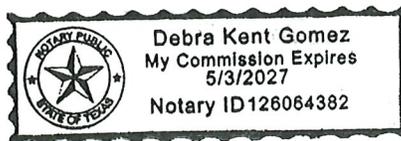
STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS       §

This instrument was acknowledged before me this 19<sup>th</sup> day of December, 2023, by David Dierkes, Authorized Representative of Prose Prosper Alliance, LLC, a Delaware limited liability company, administrative member of Prose Prosper Venture, LLC, a Delaware limited liability company, sole member of Prose Prosper Owner, LLC, a Delaware limited liability company, on behalf of said limited liability company.

Debra K. Gomez  
Notary Public in and for the State of Texas

**Attachments:**

- Exhibit A:** Description of the Land
- Exhibit B:** Map of the Land
- Exhibit C:** Vesting Deeds
- Exhibit D:** Certificate of Ownership



**EXHIBIT A  
PROPERTY DESCRIPTION**

BEING a 19.358-acre (843,243 square foot) tract of land located in the William Lumpkin Survey, Abstract No. 730 Denton County, Texas, being all of that tract described in Warranty Deed to Walter Edward Smirl as recorded in Volume 1140, Page 43, Deed Records Denton County Texas (DRDCT), and being all of that tract described in General Warranty Deed with Vendor's Lien to Arka Fish Trap Investments, LLC. as recorded in Document No. 2017 - 2389, Official Records Denton County Texas (ORDCT), and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found in the west line of State Farm To Market Highway 1385 (FM 1385, called 80-foot right of way), for the southeast corner of the herein described tract and the northeast corner of that parcel described in Warranty Deed to John D. Smirl and wife Cleo Smirl as recorded in Volume 1140, page 39, Deed Records Denton County Texas;

THENCE North 88°19'38" West with the line common to said tract, a distance of 501.32 feet to a found 1/2-inch iron rod for the common westerly corner of said tracts, said point being on the east line of said Arka Fish Trap Investments, LLC tract;

THENCE South 01°34'40" West with the east line of said Arka tract, at a distance of 855.31 feet, passing a found 1-inch iron pipe, continuing for a total distance of 861.86 feet to a found 5/8 inch iron rod with cap marked "ADAMS SURVEYING COMPANY, LLC" (CIRF) in the west line of State Farm To Market Highway 1385 (FM 1385, called 80-foot right of way), also being on a non-tangent curve to the left;

THENCE with said non-tangent curve to the left, having a radius of 358.31 feet, a central angle of 10°04'04", an arc length of 62.96 feet, and a chord of South 16°02'03" West, 62.88 feet to a set 5/8-inch iron rod with cap marked "ADAMS SURVEYING COMPANY LLC" on the northerly line of Fish Trap Road (prescriptive Roadway);

THENCE with the northerly line of Fishtrap as follows:

North 88°41'58" West, a distance of 467.05 feet to a found 1/2-inch iron rod;

North 88°42'17" West, a distance of 64.73 feet to a 1/2-inch iron rod found in the aforesaid north line of Fishtrap Road for the common southerly corner of said Arka tract and that called 5.973-acre tract described in Deed with Limited Warranty of Title to Rollinghouse Properties, LP as recorded in Document No. 2017 - 127926, ORDCT;

THENCE North 04°19'07" East with the line common to said tracts, a distance of 1,013.50 feet to a found 1/2-inch iron rod for the northwest corner of said Arka tract and a common corner for that called 22.3792 described in Special Warranty Deed to Rollinghouse Properties, LP as recorded in 2014 - 72993, ORDCT;

THENCE South 86°00'28" East, a distance of 499.45 feet to a found 1/2-inch iron rod for the common easterly corner for said Arka and Rollinghouse tracts;

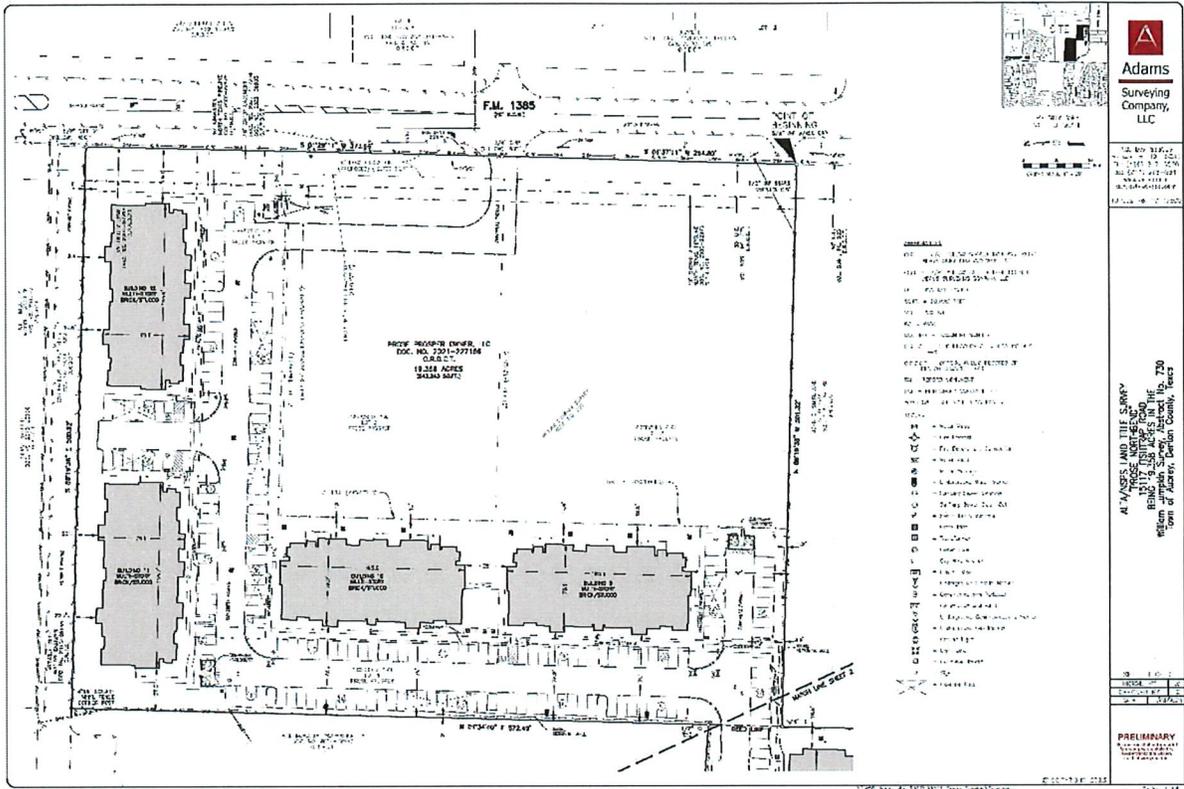
THENCE North 01°34'40" East with the east line of said 7.333 acre tract, a distance of 572.49 feet to a CIRF;

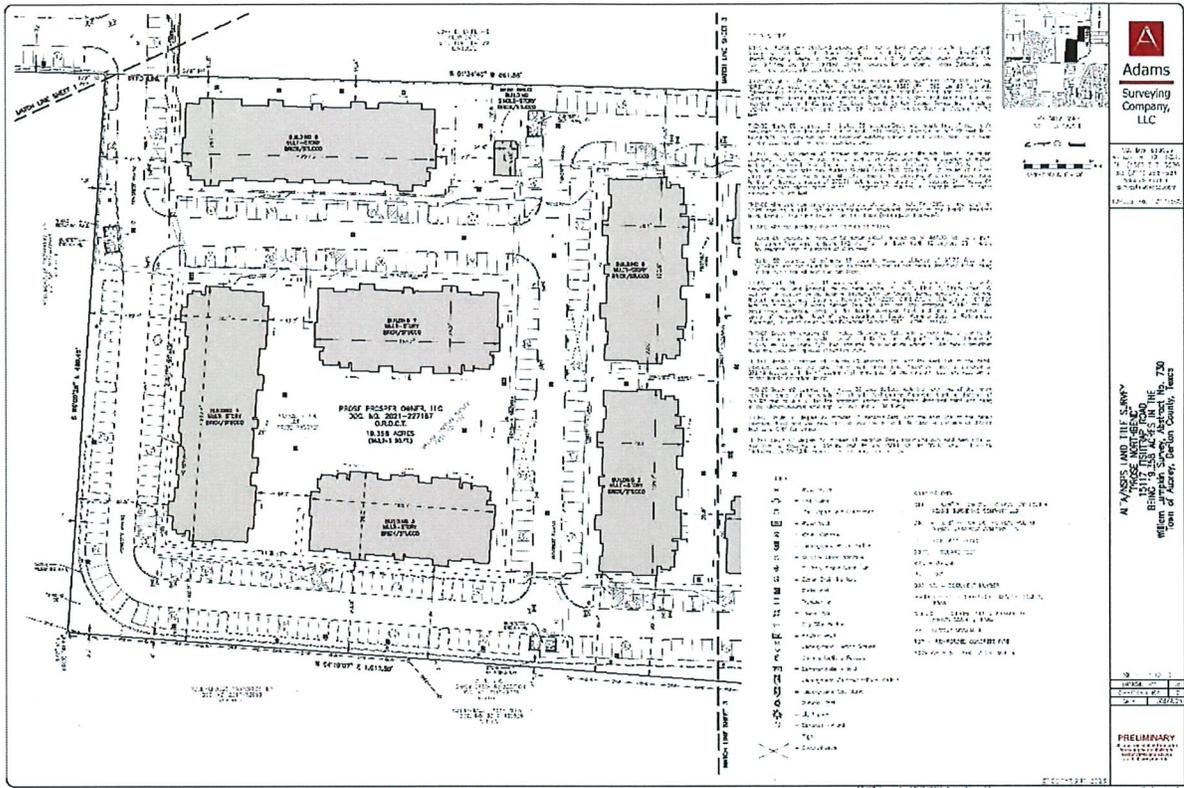
THENCE South 88°19'38" East, a distance of 500.92 feet to a CIRF for the northeast corner of the herein described tract on the aforesaid west right of way line for FM 1385;

THENCE South 01°29'11" West with said right of way line, a distance of 373.66 feet to a CIRF

THENCE South 01°37'11" West continuing with said west right of way line, a distance of 264.80 feet to the POINT OF BEGINNING and containing 19.358-acres (843,243 square foot) of land, more or less.

EXHIBIT B





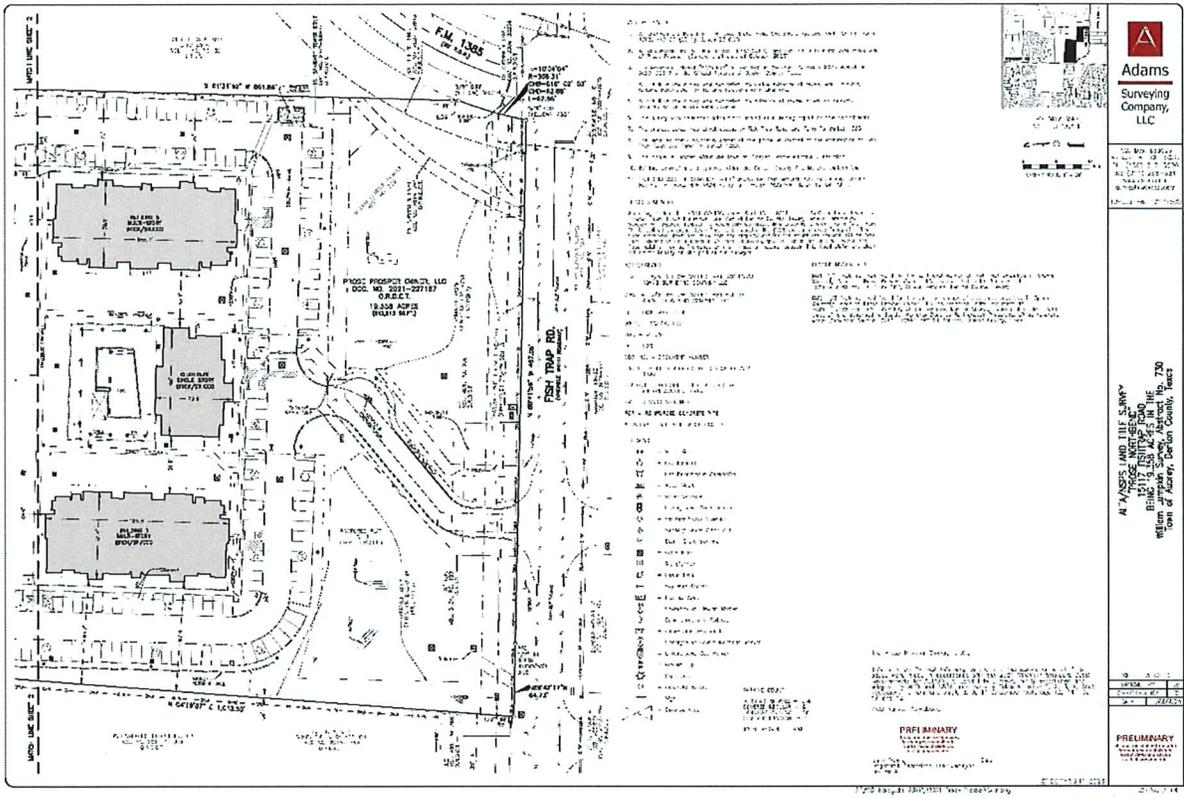


EXHIBIT C

Denton County  
Juli Luke  
County Clerk

---

Instrument Number: 227187

ERecordings-RP  
WARRANTY DEED

Recorded On: December 15, 2021 12:31 PM

Number of Pages: 7

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" Examined and Charged as Follows: "

Total Recording: \$50.00

---

\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 227187  
Receipt Number: 20211215000379  
Recorded Date/Time: December 15, 2021 12:31 PM  
User: Terri B  
Station: Station 20

**Record and Return To:**

Simplifile



STATE OF TEXAS  
COUNTY OF DENTON

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Juli Luke  
County Clerk  
Denton County, TX

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
COUNTY OF DENTON §
GR# 1002-332063B-PIT §
KNOW ALL MEN BY THESE PRESENTS:

ARKA FISH TRAP INVESTMENTS LLC, a Texas limited liability company ("Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to it in hand paid and caused to be paid by PROSE PROSPER OWNER, LLC, a Delaware limited liability company ("Grantee"), whose address is 8111 Preston Road, Suite 700, Dallas, Texas 75225, the receipt and sufficiency of which is hereby acknowledged and confessed, has GRANTED, BARGAINED, SOLD, ASSIGNED and CONVEYED, and by these presents does GRANT, BARGAIN, SELL, ASSIGN and CONVEY, unto Grantee:

The real property located in Denton County, Texas and more particularly described in Exhibit A hereto attached and made a part hereof for all purposes and any and all structures, fixtures, and improvements situated thereon (collectively, the "Land"); together with all of Grantor's rights, titles and interest in and to the following: (i) all claims or causes of action for damage or injury to the Land arising out of acts, events or omissions occurring on or prior to the date hereof, (ii) all strips and gores between the Land and abutting properties, (iii) all rights in and to easements, air rights, development rights, and drainage rights incidental to the such Land including, without limitation, all development approvals or rights in respect thereto, and (iv) any and all reversionary interests in and to, and all of Grantor's rights to use, any of the foregoing (clauses (i) through (iv) above being herein collectively called the "Rights and Appurtenances" and the Land and the Rights and Appurtenances being herein collectively called the "Real Property").

TO HAVE AND TO HOLD the Real Property, together with all and singular any other rights and appurtenances thereto in anywise belonging, unto Grantee, its successors and assigns, FOREVER; and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Land unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise.

The warranty of Grantor made herein is made subject to the matters listed on Exhibit B attached hereto and incorporated herein to the extent, but no further, that the same are valid and subsisting as of the date hereof and affect title to the Land.

[End of Page; See Following Page for Signatures]

This instrument is executed effective as of the 14<sup>th</sup> day of December 2021.

ARKA FISH TRAP INVESTMENTS LLC,  
a Texas limited liability company

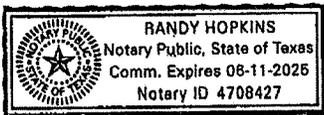
By: [Signature]  
Name: Manidhar Gudavalli  
Title: Authorized Member

By: [Signature]  
Name: Hari Yarlagadda  
Title: Authorized Member

- Exhibit A - Land
- Exhibit B - Existing Encumbrances

THE STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS         §

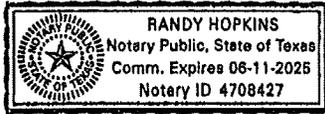
This instrument was acknowledged before me on the 14<sup>th</sup> day of DECEMBER, 2021, by Manidhar Gudavalli, Authorized Member of ARKA Fish Trap Investments LLC, a Texas limited liability company, on behalf of said limited liability company.

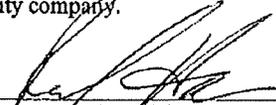


[Signature]  
Notary Public in and for the  
State of \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

THE STATE OF TEXAS                   §  
  §  
COUNTY OF DALLAS                   §

This instrument was acknowledged before me on the 14 day of DECEMBER, 2021, by Hari Yarlagadda, Authorized Member of ARKA Fish Trap Investments LLC, a Texas limited liability company, on behalf of said limited liability company.



  
\_\_\_\_\_  
Notary Public in and for the  
State of \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EXHIBIT A**  
To Special Warranty Deed

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN DENTON COUNTY, TEXAS, A PART OF THE WILLIAM LUMPKIN SURVEY, ABSTRACT NO. 730, AND BEING COMPRISED OF THE FOLLOWING:

- (1) ALL OF A TRACT SAID TO CONTAIN 6.00 ACRES AS DESCRIBED IN A DEED TO JULIE STEWART BOSWELL DBA STONY GLEN STABLES RECORDED UNDER CLERK'S FILE NO. 95-0000606;  
 (2) ALL OF A TRACT SAID TO CONTAIN 3.00 ACRES AS DESCRIBED IN A DEED TO JULIE S. BOSWELL RECORDED UNDER CLERK'S FILE NO. 96-54127, AND  
 (3) ALL OF A TRACT SAID TO CONTAIN 3.00 ACRES AS DESCRIBED IN A DEED TO JULIE S. BOSWELL RECORDED UNDER CLERK'S FILE NO. 96-54126;

SAID TRACT OR PARCEL OF LAND IS HEREIN DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A 1/2 INCH IRON ROD FOUND ON THE NORTH SIDE OF FISHTRAP ROAD AT THE SOUTHWEST CORNER OF SAID 6.00 ACRE TRACT FOR THE SOUTHWEST CORNER OF THE PREMISES HEREIN DESCRIBED, SAID CORNER BEING THE SOUTHEAST CORNER OF A TRACT DESCRIBED IN A DEED TO RICHARD HANDLEY RECORDED UNDER CLERK'S FILE NO. 2006-41093;

THENCE NORTH 04° 18' 43" EAST, AT 677.87 FEET PASSING THE NORTHEAST CORNER OF SAID HANDLEY TRACT COMMON WITH THE MOST WESTERLY SOUTHEAST CORNER OF A TRACT IN THE NAME CURTIS D. HOGSDON AS DESCRIBED IN A DEED WITHOUT WARRANTY RECORDED UNDER CLERK'S FILE NO. 2005-120227, AND IN ALL A TOTAL DISTANCE OF 1013.40 FEET TO A STEEL PIN SET FOR THE NORTHWEST CORNER OF THE 3.00 ACRE TRACT RECORDED UNDER CLERK'S FILE NO. 96-54127 AND THE NORTHWEST CORNER HEREOF, SAID CORNER BEING A RE-ENTRANT CORNER OF THE HOGSDON TRACT;

THENCE SOUTH 86° 00' 50" EAST, 499.26 FEET TO A 1/2 INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID LAST NAMED 3.00 ACRE TRACT IN THE WEST LINE OF THE WALTER SMIRL 7.33 ACRE TRACT FOR THE NORTHEAST CORNER HEREOF;

THENCE SOUTH 01° 35' 35" WEST, 511.46 FEET TO A 1/2 INCH IRON ROD FOUND AT THE SOUTHEAST CORNER OF THE 3.00 ACRE TRACT DESCRIBED UNDER CLERK'S FILE NO. 95-54126;

THENCE ALONG THE EAST LINE OF SAID 6.00 ACRE TRACT SOUTH 01° 31' 52" WEST, 409.65 FEET TO AN IRON PIPE FOUND FOR CORNER ON THE NORTHWESTERLY RIGHT OF WAY LINE OF F.M. HIGHWAY NO. 1385;

THENCE SOUTH 16° 04' 25" WEST, 69.74 FEET TO A 1/2 INCH IRON ROD SET ON THE NORTH MARGIN OF SAID FISHTRAP ROAD AT THE SOUTHEAST CORNER OF SAID 6.00 ACRE TRACT FOR THE SOUTHEAST CORNER HEREOF;

THENCE ALONG THE NORTH MARGIN OF SAID FISHTRAP ROAD, NORTH 88° 40' 34" WEST, 465.27 FEET TO A 1/2 INCH IRON ROD FOUND AND NORTH 88° 55' 22" WEST, A DISTANCE OF 64.63 FEET TO THE PLACE OF BEGINNING AND CONTAINING 12.001 ACRES OF LAND.

AS SURVEYED LEGAL DESCRIPTION:

BEING a 12.011-acre tract of land located in the William Lumpkin Survey, Abstract No. 730, Denton County, Texas, being all of that tract described in General Warranty Deed with Vendor's Lien to Arka Fish Trap Investments, LLC. as recorded in Document No. 2017 - 2389, Official Records Denton County Texas (ORDCT), and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found in the north line of Fishtrap Road (prescriptive Roadway) for the common southerly corner of said Arka tract and that called 5.973-acre tract described in Deed with Limited Warranty of Title to Rollinghouse Properties, LP as recorded in Document No. 2017 - 127926, ORDCT;

THENCE North 04°19'07" East with the line common to said tracts, a distance of 1,013.50 feet to a found 1/2-inch iron rod for the northwest corner of said Arka tract and a common corner for that called 22.3792 described in Special Warranty Deed to Rollinghouse Properties, LP as recorded in 2014 - 72993, ORDCT;

THENCE South 86°00'28" East, a distance of 499.45 feet to a found 1/2-inch iron rod for the common easterly corner for said Arka and Rollinghouse tracts;

THENCE South  $01^{\circ}34'40''$  West with the east line of said Arka tract, at a distance of 65.97 feet pass a 1/2-inch iron rod found for the northwest corner of that called 7.333 acres described in Warranty Deed to John D. Smiri and wife Cleo Smiri as recorded in Volume 1140, page 39, Deed Records Denton County Texas, continuing with the line common to said tracts, at a distance of 921.29 feet, passing a found 1-inch iron pipe, continuing for a total distance of 927.83 feet to a found 1" iron pipe in the west line of State Farm To Market Highway 1385 (FM 1385, called 80-foot right of way), also being on a non-tangent curve to the left;

THENCE with said non-tangent curve to the left, having a radius of 358.31 feet, a central angle of  $10^{\circ}04'04''$ , an arc length of 62.96 feet, and a chord of South  $16^{\circ}02'03''$  West, 62.88 feet to a set 5/8-inch iron rod with cap marked "ADAMS SURVEYING COMPANY LLC" on the aforesaid northerly line of Fish Trap Road;

THENCE with the northerly line of Fishtrap as follows:

North  $88^{\circ}41'58''$  West, a distance of 467.05 feet to a found 1/2-inch iron rod;

North  $88^{\circ}42'17''$  West, a distance of 64.73 feet to the POINT OF BEGINNING and containing 12.011 acres of land, more or less.

EXHIBIT B  
To Special Warranty Deed

Permitted Encumbrances

1. Easement granted by Alice Taylor et al. to Denton County Electric Cooperative, Inc., filed 04/30/1954, recorded in Volume 401, Page 398, Real Property Records, Denton County, Texas.
2. Easement granted by Julie Stewart Boswell d/b/a Stony Glen Stables to Upper Trinity Regional Water District, filed 07/24/2002, recorded in Volume 5134, Page 180, Real Property Records, Denton County, Texas.
3. Easement granted by Julie Stewart Boswell a/k/a Julie Boswell Holmquest d/b/a Stony Glen Stables to Denton County Fresh Water Supply District No. 10, filed 06/03/2004, recorded in cc# 2004-72070, Real Property Records, Denton County, Texas.
4. Easement granted by Julie Stewart Boswell Holmquest d/b/a Stony Glen Stables to Crosstex North Texas Pipeline, L.P., filed 03/15/2006, recorded in cc# 2006-30254, Real Property Records, Denton County, Texas.  
  
 Together with and as affected by Amendment, filed 1/05/2015, recorded in cc# 2015-781, Real Property Records, Denton County, Texas.  
  
 Together with and as affected by Amendment, filed 01/03/2014, recorded in cc# 2014-566, Real Property Records, Denton County, Texas.  
  
 Together with and as affected by Amendment, filed 01/03/2014, recorded in cc# 2014-565, Real Property Records, Denton County, Texas.
5. Mineral estate and interest in coal, lignite and other minerals together with all rights, privileges and immunities thereto described in instrument filed 05/29/1969, recorded in Volume 585, Page 494, Real Property Records, Denton County, Texas.
6. Mineral estate and interest in coal, lignite and other minerals together with all rights, privileges and immunities thereto described in instrument filed 06/19/1969, recorded in Volume 586, Page 620, Real Property Records, Denton County, Texas.

Denton County  
Juli Luke  
County Clerk

Item 8.

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Instrument Number: 227186

ERecordings-RP  
WARRANTY DEED

Recorded On: December 15, 2021 12:31 PM

Number of Pages: 5

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" Examined and Charged as Follows: "

Total Recording: \$42.00

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\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 227186  
Receipt Number: 20211215000379  
Recorded Date/Time: December 15, 2021 12:31 PM  
User: Terri B  
Station: Station 20

**Record and Return To:**

Simplifile



STATE OF TEXAS  
COUNTY OF DENTON

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Juli Luke  
County Clerk  
Denton County, TX

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
COUNTY OF DENTON §
1002-332863A-P1 §
KNOW ALL MEN BY THESE PRESENTS:

RICHARD BRENT COOPER, INDEPENDENT EXECUTOR OF THE ESTATE OF WALTER EDWARD SMIRL, DECEASED ("Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to it in hand paid and caused to be paid by PROSE PROSPER OWNER, LLC, a Delaware limited liability company ("Grantee"), whose address is 8111 Preston Road, Suite 700, Dallas, TX 75225, the receipt and sufficiency of which is hereby acknowledged and confessed, has GRANTED, BARGAINED, SOLD, ASSIGNED and CONVEYED, and by these presents does GRANT, BARGAIN, SELL, ASSIGN and CONVEY, unto Grantee:

The real property located in Denton County, Texas and more particularly described in Exhibit A hereto attached and made a part hereof for all purposes and any and all structures, fixtures, and improvements situated thereon (collectively, the "Land"); together with all of Grantor's rights, titles and interest in and to the following: (i) all claims or causes of action for damage or injury to the Land arising out of acts, events or omissions occurring on or prior to the date hereof, (ii) all strips and gores between the Land and abutting properties, (iii) all rights in and to easements, air rights, development rights, and drainage rights incidental to the such Land including, without limitation, all development approvals or rights in respect thereto, and (iv) any and all reversionary interests in and to, and all of Grantor's rights to use, any of the foregoing (clauses (i) through (iv) above being herein collectively called the "Rights and Appurtenances" and the Land and the Rights and Appurtenances being herein collectively called the "Real Property").

TO HAVE AND TO HOLD the Real Property, together with all and singular any other rights and appurtenances thereto in anywise belonging, unto Grantee, their respective heirs, legal representatives, administrators, successors and assigns, FOREVER; and Grantor does hereby bind themselves, their respective heirs, legal representatives, administrators, successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Land unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise.

The warranty of Grantor made herein is made subject to the matters listed on Exhibit B attached hereto and incorporated herein to the extent, but no further, that the same are valid and subsisting as of the date hereof and affect title to the Land.

[End of Page; See Following Page for Signatures]

100763597v.3 0507909/00183

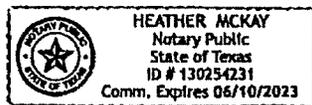
This instrument is executed effective as of the 14<sup>th</sup> day of December, 2021.

[Signature]  
Richard Brent Cooper, Independent Executor of  
the Estate of Walter Edward Smirl, Deceased

Exhibit A - Land  
Exhibit B - Existing Encumbrances

THE STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS           §

This instrument was acknowledged before me on the 13<sup>th</sup> day of December, 2021 by  
Richard Brent Cooper, Independent Executor of the Estate of Walter Edward Smirl, Deceased.



[Signature]  
Notary Public in and for the  
State of TEXAS  
Printed Name: Heather McKay  
My Commission Expires: \_\_\_\_\_

EXHIBIT A  
To Special Warranty Deed

SITUATED IN DENTON COUNTY, TEXAS, IN THE WILLIAM LUMPKIN SURVEY, ABSTRACT NO. 730, BEING A RESURVEY OF PART OF THE 60.95 ACRES OF LAND DESCRIBED IN A DEED FROM TOMMIE M. TAYLOR TO JOE A. REEVES, DATED JULY 31, 1968, RECORDED IN VOLUME 575, PAGE 429 OF THE DENTON COUNTY DEED RECORDS, BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A GALVANIZED IRON PIPE SET IN THE NORTH LINE OF SAID 60.95 ACRE TRACT, IN THE WEST RIGHT-OF-WAY LINE OF FARM ROAD NO. 1385, AT THE EAST END OF AN ESTABLISHED FENCE AND HEDGE ROW: THENCE SOUTH 1 DEG. 58 MIN. WEST 380.0 FEET WITH THE WEST RIGHT-OF-WAY LINE OF SAID FARM ROAD TO AN IRON PIN SET IN SAID RIGHT-OF-WAY LINE FOR A PLACE OF BEGINNING;

THENCE SOUTHERLY WITH THE WEST RIGHT-OF-WAY LINE OF SAID FARM ROAD NO. 1385 AS FOLLOWS:

SOUTH 1 DEG. 58 MIN. WEST 375.0 FEET TO AN IRON PIN SET FOR AN ANGLE POINT;

SOUTH 2 DEG. 06 MIN. WEST 263.46 FEET TO AN IRON PIN SET IN SAID RIGHT-OF-WAY LINE FOR A CORNER;

THENCE NORTH 87 DEG. 53 MIN. WEST 500.31 FEET TO AN IRON PIN SET FOR A CORNER;

THENCE NORTH 2 DEG. 02 MIN. 58 SEC. EAST 638.46 FEET TO AN IRON PIN SET FOR A CORNER;

THENCE SOUTH 87 DEG. 53 MIN. EAST 500.0 FEET TO THE PLACE OF BEGINNING AND CONTAINING 7.333 ACRES OF LAND.

AS SURVEYED LEGAL DESCRIPTION:

BEING a 7.348-acre tract of land located in the William Lumpkin Survey, Abstract No. 730, Denton County, Texas, being all of that tract described in Warranty Deed to Walter Edward Smirl as recorded in Volume 1140, Page 43, Deed Records Denton County Texas (DRDCT), and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found in the west line of State Farm To Market Highway 1385 (FM 1385, called 80-foot right of way), for the southeast corner of the herein described tract and the northeast corner of that parcel described in Warranty Deed to John D. Smirl and wife Cleo Smirl as recorded in Volume 1140, page 39, Deed Records Denton County Texas;

THENCE North 88°19'38" West with the line common to said tract, a distance of 501.32 feet to a found 1/2-inch iron rod for the common westerly corner of said tracts, said point being on the east line of that called 12.00 acre tract described in DEED to Arka Fish Trap Investments, LLC as recorded in Document No. 2017 – 2389, Official Records Denton County Texas (ORDCT);

THENCE North 01°34'40" East with the east line of said 7.333 acre tract, at 65.97 feet pass a found 1/2-inch iron rod for the northeast corner of said Arka tract and the southeast corner of that tract called 22.3792 described in Special Warranty Deed to Rollinghouse Properties, LP as recorded in 2014 – 72993, ORDCT, continuing for a total distance of 638.46 feet to a 5/8 inch iron rod with cap marked "ADAMS SURVEYING COMPANY, LLC" (CIRS);

THENCE South 88°19'38" East, a distance of 500.92 feet to a CIRS for the northeast corner of the herein described tract on the aforesaid west right of way line for FM 1385;

THENCE South 01°29'11" West with said right of way line, a distance of 373.66 feet to a CIRS THENCE South 01°37'11" West continuing with said west right of way line, a distance of 264.80 feet to the POINT OF BEGINNING and containing 7.348 acres of land, more or less.

-1-

100763597v.3 0507909/00183

EXHIBIT B  
To Special Warranty Deed

Permitted Encumbrances

1. Easement granted by Alice Taylor et al. to Denton County Electric Cooperative, Inc., filed 04/30/1954, recorded in Volume 401, Page 398, Real Property Records, Denton County, Texas.
2. Mineral estate and interest in coal, lignite oil, gas and other minerals together with all rights, privileges and immunities thereto described in instrument filed 04/28/1982, recorded in Volume 1140, Page 43, Real Property Records, Denton County, Texas.
3. Easement granted by Walter Edward Smirl to Upper Trinity Regional Water District, filed 05/08/2002, recorded in Volume 5081, Page 22, Real Property Records, Denton County, Texas.
4. Easement granted by Walter Edward Smirl to Crosstex North Texas Pipeline, L.P., a Texas limited partnership, filed 02/28/2006, recorded in cc# 2006-22975, Real Property Records, Denton County, Texas.

EXHIBIT D

|   |  |
|---|--|
|  <b>MICHELLE FRENCH</b><br>DENTON COUNTY TAX ASSESSOR/COLLECTOR<br>P O BOX 90223<br>DENTON, TX 76202<br>(940) 349-3500 | <b>2023+ Tax Statement</b>                   |
|   | Property Account Number:<br><b>178560DEN</b> |

|  |  |
|--|--|
| <b>Statement Date:</b> 12/18/2023<br><b>Owner:</b> PROSE PROSPER OWNER LLC<br><b>Mailing Address:</b> 4925 GREENVILLE AVE STE 1270<br>DALLAS TX 75206-4026 | <b>Property Location:</b> 0015117 FISHTRAP RD<br><b>Acres:</b> 6<br><b>Legal Description:</b> A0730A WM LUMPKINS<br>TR 48A<br>49B<br>6.0 ACRES |
|--|--|

**Exemptions:**

| IMPROVEMENT VALUE     | LAND MARKET VALUE | NON-HOMESITE IMPRV | NON-HOMESITE LAND | AG VALUE      | MINERAL VALUE | PERSONAL PROPERTY  | TOTAL MARKET VALUE |           |  |
|-----------------------|-------------------|--------------------|-------------------|---------------|---------------|--------------------|--------------------|-----------|--|
| 24,724,084            | 2,613,800         | 24,724,084         | 2,613,800         | 0             | 0             | 0                  | 27,337,884         |           |  |
| Taxing Entities       |                   | Exemption Amount   |                   | Taxable Value |               | Tax Rate Per \$100 |                    | Base Tax  |  |
| DENTON ISD            |                   | 0                  |                   | 27,337,684    |               | 1.159200           |                    | 316898.43 |  |
| DENTON COUNTY         |                   | 0                  |                   | 27,337,684    |               | 0.189485           |                    | 51800.81  |  |
| <b>TOTAL BASE TAX</b> |                   |                    |                   |               |               |                    | <b>368,699.24</b>  |           |  |

**Total Amount Due 368,699.24**

↓ Detach ↓  
Return With Payment



Visit our website for online credit card payments.



178560

061

2023 +Tax Statement  
12/18/2023

Property Account Number  
178560DEN

**Total Amount Due \$368,699.24**

| IE PAID IN | AMOUNT DUE |
|------------|------------|
| JAN        | 368,699.24 |
| FEB        | 394,508.19 |
| MAR        | 401,882.18 |
| APR        | 409,256.14 |
| MAY        | 416,630.14 |
|            | 424,004.12 |

**Please Make Checks Payable To:**  
**Michelle French, Tax A/C**

PROSE PROSPER OWNER LLC  
4925 GREENVILLE AVE STE 1270  
DALLAS TX 75206-4026

0036869924 0036869924 0039450819 0000000000 C 00 0000 00000314719 8

 **MICHELLE FRENCH**  
 DENTON COUNTY TAX ASSESSOR/COLLECTOR  
 P O BOX 90223  
 DENTON, TX 76202  
 (940) 349-3500

**2023+ Tax Statement**

Property Account Number:  
**78849DEN**

**Statement Date:** 12/18/2023  
**Owner:** PROSE PROSPER OWNER LLC  
**Mailing Address:** 4925 GREENVILLE AVE STE 1270  
 DALLAS TX 75206-4026

**Property Location:** 0001733 FM 1385  
 7.333  
**Acres:** 7.333  
**Legal Description:** A0730A WM LUMPKINS  
 TR 54  
 7.333 ACRES

**Exemptions:**

| IMPROVEMENT VALUE | LAND MARKET VALUE | NON-HOMESITE IMPRV | NON-HOMESITE LAND | AG VALUE | MINERAL VALUE | PERSONAL PROPERTY | TOTAL MARKET VALUE |
|-------------------|-------------------|--------------------|-------------------|----------|---------------|-------------------|--------------------|
| 0                 | 3,194,250         | 0                  | 3,194,250         | 0        | 0             | 0                 | 3,194,250          |

| Taxing Entities       | Exemption Amount | Taxable Value | Tax Rate Per \$100 | Base Tax         |
|-----------------------|------------------|---------------|--------------------|------------------|
| DENTON ISD            | 0                | 3,194,250     | 1.159200           | 37027.75         |
| DENTON COUNTY         | 0                | 3,194,250     | 0.189485           | 6052.62          |
| <b>TOTAL BASE TAX</b> |                  |               |                    | <b>43,080.37</b> |

**Total Amount Due 43,080.37**

↓ Detach ↓  
 Return With Payment



Visit our website for online credit card payments.



78849

061

2023 +Tax Statement  
 12/18/2023

Property Account Number  
 78849DEN

**Total Amount Due \$43,080.37**

| <u>IF PAID IN</u> | <u>AMOUNT DUE</u> |
|-------------------|-------------------|
| JAN               | 43,080.37         |
| FEB               | 46,096.01         |
| MAR               | 46,957.60         |
| APR               | 47,819.21         |
| MAY               | 48,680.82         |
|                   | 49,542.43         |

**Please Make Checks Payable To:**  
**Michelle French, Tax A/C**

PROSE PROSPER OWNER LLC  
 4925 GREENVILLE AVE STE 1270  
 DALLAS TX 75206-4026

0004308037 0004308037 0004609601 0000000000 C 00 0000 00000185461 1

 **MICHELLE FRENCH**  
 DENTON COUNTY TAX ASSESSOR/COLLECTOR  
 P O BOX 90223  
 DENTON, TX 76202  
 (940) 349-3500

**2023+ Tax Statement**  
 Property Account Number:  
**184761DEN**

**Statement Date:** 12/18/2023  
**Owner:** PROSE PROSPER OWNER LLC  
**Mailing Address:** 4925 GREENVILLE AVE STE 1270  
 DALLAS TX 75208-4026

**Property Location:** 0015175 FISHTRAP RD  
**Acres:** 2.711  
**Legal Description:** A0730A WM LUMPKINS  
 TR 48C  
 2.711 ACRES

**Exemptions:**

| IMPROVEMENT VALUE | LAND MARKET VALUE | NON-HOMESITE IMPRV | NON-HOMESITE LAND | AG VALUE      | MINERAL VALUE | PERSONAL PROPERTY     | TOTAL MARKET VALUE |
|-------------------|-------------------|--------------------|-------------------|---------------|---------------|-----------------------|--------------------|
| 0                 | 1,180,910         | 0                  | 1,180,910         | 0             | 0             | 0                     | 1,180,910          |
| Taxing Entities   |                   | Exemption Amount   |                   | Taxable Value |               | Tax Rate Per \$100    | Base Tax           |
| DENTON ISD        |                   | 0                  |                   | 1,180,910     |               | 1.159200              | 13689.11           |
| DENTON COUNTY     |                   | 0                  |                   | 1,180,910     |               | 0.189485              | 2237.65            |
|                   |                   |                    |                   |               |               | <b>TOTAL BASE TAX</b> | <b>15,926.76</b>   |

**Total Amount Due 15,926.76**

↓ Detach ↓  
 Return With Payment



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184761 061

2023 +Tax Statement  
 12/18/2023

Property Account Number  
 184761DEN

**Total Amount Due \$15,926.76**

| <u>IF PAID IN</u> | <u>AMOUNT DUE</u> |
|-------------------|-------------------|
| JAN               | 15,926.76         |
| FEB               | 17,041.64         |
| MAR               | 17,360.17         |
| APR               | 17,678.70         |
| MAY               | 17,997.24         |
|                   | 18,315.78         |

**Please Make Checks Payable To:**  
**Michelle French, Tax A/C**

PROSE PROSPER OWNER LLC  
 4925 GREENVILLE AVE STE 1270  
 DALLAS TX 75208-4026

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 **MICHELLE FRENCH**  
 DENTON COUNTY TAX ASSESSOR/COLLECTOR  
 P O BOX 90223  
 DENTON, TX 76202  
 (940) 349-3500

**2023+ Tax Statement**  
 Property Account Number:  
**38625DEN**

**Statement Date:** 12/18/2023  
**Owner:** PROSE PROSPER OWNER LLC  
**Mailing Address:** 4925 GREENVILLE AVE STE 1270  
 DALLAS TX 75206-4026

**Property Location:** FISHTRAP RD  
**Acres:** 2.644  
**Legal Description:** A0730A WM LUMPKINS  
 TR 48  
 2.644 ACRES

**Exemptions:**

| IMPROVEMENT VALUE | LAND MARKET VALUE | NON-HOMESITE IMPRV | NON-HOMESITE LAND | AG VALUE      | MINERAL VALUE | PERSONAL PROPERTY     | TOTAL MARKET VALUE |
|-------------------|-------------------|--------------------|-------------------|---------------|---------------|-----------------------|--------------------|
| 0                 | 1,151,730         | 0                  | 1,151,730         | 0             | 0             | 0                     | 1,151,730          |
| Taxing Entities   |                   | Exemption Amount   |                   | Taxable Value |               | Tax Rate Per \$100    | Base Tax           |
| DENTON ISD        |                   | 0                  |                   | 1,151,730     |               | 1.159200              | 13350.85           |
| DENTON COUNTY     |                   | 0                  |                   | 1,151,730     |               | 0.189485              | 2182.36            |
|                   |                   |                    |                   |               |               | <b>TOTAL BASE TAX</b> | <b>15,533.21</b>   |

**Total Amount Due 15,533.21**

↓ Detach ↓  
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38625 061

2023 +Tax Statement  
 12/18/2023

Property Account Number  
 38625DEN

**Total Amount Due \$15,533.21**

| <u>IF PAID IN</u> | <u>AMOUNT DUE</u> |
|-------------------|-------------------|
| JAN               | 15,533.21         |
| FEB               | 16,620.53         |
| MAR               | 16,931.21         |
| APR               | 17,241.87         |
| MAY               | 17,552.52         |
|                   | 17,863.20         |

**Please Make Checks Payable To:**  
**Michelle French, Tax A/C**

PROSE PROSPER OWNER LLC  
 4925 GREENVILLE AVE STE 1270  
 DALLAS TX 75206-4026

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 **MICHELLE FRENCH**  
**DENTON COUNTY TAX ASSESSOR/COLLECTOR**  
 P O BOX 90223  
 DENTON, TX 76202  
 (940) 349-3500

**2023+ Tax Statement**

Property Account Number:  
**38620DEN**

**Statement Date:** 12/18/2023  
**Owner:** PROSE PROSPER OWNER LLC  
**Mailing Address:** 4925 GREENVILLE AVE STE 1270  
 DALLAS TX 75208-4026

**Property Location:** FISHTRAP RD  
**Acres:** 0.356  
**Legal Description:** A0730A WM LUMPKINS  
 TR 49  
 .356 ACRES

**Exemptions:**

| IMPROVEMENT VALUE | LAND MARKET VALUE | NON-HOMESITE IMPRV | NON-HOMESITE LAND | AG VALUE | MINERAL VALUE | PERSONAL PROPERTY | TOTAL MARKET VALUE |
|-------------------|-------------------|--------------------|-------------------|----------|---------------|-------------------|--------------------|
| 0                 | 155,070           | 0                  | 165,070           | 0        | 0             | 0                 | 155,070            |

| Taxing Entities       | Exemption Amount | Taxable Value | Tax Rate Per \$100 | Base Tax        |
|-----------------------|------------------|---------------|--------------------|-----------------|
| DENTON ISD            | 0                | 155,070       | 1.159200           | 1797.57         |
| DENTON COUNTY         | 0                | 155,070       | 0.189485           | 293.83          |
| <b>TOTAL BASE TAX</b> |                  |               |                    | <b>2,091.40</b> |

**Total Amount Due 2,091.40**

↓ Detach ↓  
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38620                      061

2023 +Tax Statement  
 12/18/2023

Property Account Number  
 38620DEN

**Total Amount Due \$2,091.40**

| <u>IF PAID IN</u> | <u>AMOUNT DUE</u> |
|-------------------|-------------------|
| JAN               | 2,091.40          |
| FEB               | 2,237.80          |
| MAR               | 2,279.63          |
| APR               | 2,321.46          |
| MAY               | 2,363.27          |
|                   | 2,405.11          |

**Please Make Checks Payable To:**  
**Michelle French, Tax A/C**

PROSE PROSPER OWNER LLC  
 4925 GREENVILLE AVE STE 1270  
 DALLAS TX 75208-4026

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 **MICHELLE FRENCH**  
 DENTON COUNTY TAX ASSESSOR/COLLECTOR  
 P O BOX 90223  
 DENTON, TX 76202  
 (940) 349-3500

**2023+ Tax Statement**  
 Property Account Number:  
**184763DEN**

**Statement Date:** 12/18/2023  
**Owner:** PROSE PROSPER OWNER LLC  
**Mailing Address:** 4925 GREENVILLE AVE STE 1270  
 DALLAS TX 75206-4026

**Property Location:** FISHTRAP RD  
**Acres:** 0.289  
**Legal Description:** A0730A W/M LUMPKINS  
 TR 49D  
 .289 AC RES

**Exemptions:**

| IMPROVEMENT VALUE     | LAND MARKET VALUE | NON-HOMESITE IMPRV | NON-HOMESITE LAND | AG VALUE      | MINERAL VALUE | PERSONAL PROPERTY  | TOTAL MARKET VALUE |          |  |
|-----------------------|-------------------|--------------------|-------------------|---------------|---------------|--------------------|--------------------|----------|--|
| 0                     | 125,890           | 0                  | 125,890           | 0             | 0             | 0                  | 125,890            |          |  |
| Taxing Entities       |                   | Exemption Amount   |                   | Taxable Value |               | Tax Rate Per \$100 |                    | Base Tax |  |
| DENTON ISD            |                   | 0                  |                   | 125,890       |               | 1.159200           |                    | 1459.32  |  |
| DENTON COUNTY         |                   | 0                  |                   | 125,890       |               | 0.189485           |                    | 238.54   |  |
| <b>TOTAL BASE TAX</b> |                   |                    |                   |               |               |                    | <b>1,697.86</b>    |          |  |

**Total Amount Due 1,697.86**

↓ Detach ↓  
 Return With Payment



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184763 061

2023 +Tax Statement  
 12/18/2023

Property Account Number  
 184763DEN

**Total Amount Due \$1,697.86**

| <u>IF PAID IN</u> | <u>AMOUNT DUE</u> |
|-------------------|-------------------|
| JAN               | 1,697.86          |
| FEB               | 1,816.71          |
| MAR               | 1,850.67          |
| APR               | 1,884.63          |
| MAY               | 1,918.58          |
|                   | 1,952.54          |

**Please Make Checks Payable To:**  
**Michelle French, Tax A/C**

PROSE PROSPER OWNER LLC  
 4925 GREENVILLE AVE STE 1270  
 DALLAS TX 75206-4026

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Pull to open.

Pull to open.

Item 8.

Insert shipping

ORIGIN ID:MMRA (512) 637-4956  
CHRISTINA APARICIO-ESPINAL  
HAJJAR PETERS, LLP  
3144 BEE CAVES ROAD

AUSTIN, TX 78746

UNITED STATES US

SHIP DATE: 21DEC23  
ACTWTG: 1.00 LB  
CAD: 101674133/INET/4535  
BILL SENDER

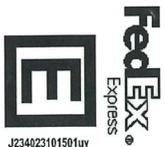
TO MICHELLE LEWIS SIRIANNI - SECRETARY  
TOWN OF PROSPER  
250 W FIRST STREET

PROSPER TX 75078

REF: 6590,000 PROSE PROSPER OWNER

PO: (512) 637-4956

DEPT:



J2340Z3101501uv

TRK# 7745 7517 6310  
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WED - 27 DEC 5:00P  
EXPRESS SAVER

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**TOWN OF PROSPER, TEXAS**

**ORDINANCE NO. 2024-\_\_**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, RELEASING 19.358 ACRES, MORE OR LESS, FROM THE TOWN OF PROSPER’S EXTRATERRITORIAL JURISDICTION; MAKING FINDINGS; PROVIDING FOR A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**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**, as authorized by Subchapter D of Chapter 42 of the Texas Local Government Code, the landowners of the property herein described have requested and petitioned in writing that the Town of Prosper exclude the property herein described from the Town’s extraterritorial jurisdiction (“ETJ”); and

**WHEREAS**, the Town has determined that the submitted petition complies with the requirements of Subchapter D of Chapter 42 of the Texas Local Government Code and that such law requires the release of the property herein described from the Town’s ETJ.

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

**SECTION 1**

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

**SECTION 2**

From and after the effective date of this Ordinance, the following property, more particularly described in Exhibit A, attached hereto and incorporated by reference, is hereby released from the Town’s ETJ. Further, the Town’s ETJ boundary map is hereby amended in accordance with the ETJ release referenced in this Ordinance, and as required by Section 41.001 of the Texas Local Government Code.

**SECTION 3**

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

**SECTION 4**

If any section, subsection, 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**

This Ordinance shall become effective after its passage.

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 23RD DAY OF JANUARY, 2024.**

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

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

**EXHIBIT A**  
**(Legal Description of the Property to be Released from Town's ETJ)**



## ENGINEERING

**To: Mayor and Town Council**

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

**Through: Mario Canizares, Town Manager**

**Re: Transfer of Federal Funds to Upper Trinity Regional Water District for the expansion of Doe Branch Wastewater Treatment Plan**

**Town Council Meeting – January 23, 2024**

**Strategic Visioning Priority: 1. Acceleration of Infrastructure**

**Agenda Item:**

Consider and authorize the transfer of \$6,102,367.26 in American Rescue Plan Act (ARPA) funds to Upper Trinity Regional Water District (UTRWD) to support the expansion of the Doe Branch Wastewater Treatment Plant.

**Description of Agenda Item:**

Town staff is currently negotiating the update of the service agreement with UTRWD to fund a portion of the expansion of the Doe Branch Wastewater Treatment Plant that serves the Town of Prosper, Mustang Special Utility District, and the City of Celina. The project is eligible for use of ARPA funds provided to the Town of Prosper and those funds have been dedicated for this project.

While this only represents a small amount of the estimated \$72 million required to fund the project, it does reduce the amount of debt funding required for the project. The final agreement will be presented to the Town Council in February to commit the remaining funds to UTRWD for the expansion project.

**Budget Impact:**

Reduces reliance on debt funding alone for this project. Payment will be made from account 760-6610-10-00-2322-WW.

**Town Staff Recommendation:**

Town Staff recommends authorizing transfer of \$6,102,367.26 in American Rescue Plan Act (ARPA) to Upper Trinity Regional Water District (UTRWD) funding support the expansion of the Doe Branch Wastewater Treatment Plant.

**Proposed Motion:**

I move to authorize the transfer of \$6,102,367.26 in American Rescue Plan Act (ARPA) to Upper Trinity Regional Water District (UTRWD) funding to support the expansion of the Doe Branch Wastewater Treatment Plant.



## 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: Zoning Ordinance Amendment – Location of Gas Pumps**

**Town Council Meeting – January 23, 2024**

---

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

**Agenda Item:**

Consider and act upon an ordinance amending the Town of Prosper Zoning Ordinance by amending conditional development standards for certain location requirements of gas pumps contained in Subpart 3 and Subpart 17 of Subsection 1.4 of Section 1 of Chapter 3. (ZONE-23-0039)

**Description of Agenda Item:**

On January 9, 2024, Town Council approved the proposed amendment by a vote of 7-0. An ordinance has been prepared for review and approval.

**Budget Impact:**

There is no budgetary impact affiliated with this item.

**Legal Obligations and Review:**

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

**Attached Documents:**

1. Ordinance

**Town Staff Recommendation:**

Town Staff recommends approval of the ordinance amending the Town of Prosper Zoning Ordinance by amending conditional development standards for certain location requirements of gas pumps contained in Subpart 3 and Subpart 17 of Subsection 1.4 of Section 1 of Chapter 3.

**Proposed Motion:**

I move to approve/deny the ordinance amending the Town of Prosper Zoning Ordinance by amending conditional development standards for certain location requirements of gas pumps contained in Subpart 3 and Subpart 17 of Subsection 1.4 of Section 1 of Chapter 3.

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, AMENDING SUBPART 3, "GAS PUMPS," OF SUBSECTION 1.4, "CONDITIONAL DEVELOPMENT STANDARDS," OF SECTION 1, "USE OF LAND AND BUILDINGS," OF CHAPTER 3, "PERMITTED USES AND DEFINITIONS," OF THE TOWN'S ZONING ORDINANCE; AMENDING SUBPART 17, "CONVENIENCE STORE WITH GAS PUMPS," OF SUBSECTION 1.4, "CONDITIONAL DEVELOPMENT STANDARDS," OF SECTION 1, "USE OF LAND AND BUILDINGS," OF CHAPTER 3, "PERMITTED USES AND DEFINITIONS," OF THE TOWN'S ZONING ORDINANCE; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVINGS, AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.**

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

**WHEREAS**, after public notice and public hearing as required by law, the Planning & Zoning Commission of the Town of Prosper, Texas, has recommended amending the Town's Zoning Ordinance to encompass those amendments as set forth herein; and

**WHEREAS**, after public notice and public hearing as required by law, and upon due deliberation and consideration of the recommendation of said Planning & Zoning Commission and of all testimony and information submitted during said public hearing, the Town Council of the Town of Prosper, Texas, has determined that it is in the public's best interest and in furtherance of the health, safety, morals, and general welfare of the citizens of the Town to amend the Town's Zoning Ordinance as set forth herein.

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

**SECTION 1**

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

**SECTION 2**

From and after the effective date of this Ordinance, existing Subpart 3, "Gas Pumps," of Subsection 1.4, "Conditional Development Standards," of Section 1, "Use of Land and Buildings," of Chapter 3, "Permitted Uses and Definitions," of the Town's Zoning Ordinance, is hereby amended to read as follows:

**"CHAPTER 3 PERMITTED USES AND DEFINITIONS**

**SECTION 1. USE OF LAND AND BUILDINGS**

\* \* \*

**1.4 CONDITIONAL DEVELOPMENT STANDARDS**

\* \* \*

- 3. **Gas Pumps.** Gas pumps shall be subject to the following development standards:
  - a) Gas Pumps are permitted only within 200 feet of the right-of-way lines of intersecting major thoroughfares. When Gas Pumps are associated with a minimum 50,000 square foot grocery store or Big Box, the gas pumps may be a distance greater than 200 feet from the right-of-way lines of intersecting major thoroughfares;
  - b) Gas Pumps are permitted at a maximum of two corners at an intersection of two major thoroughfares;
  - c) Canopies shall have pitched roofs;
  - d) Canopy support columns shall be entirely masonry encased;
  - e) A raised landscape planter of the same material as the masonry columns shall be provided at both ends of all pump islands. Raised landscape planters shall be between 18 inches and 24 inches tall and a minimum of four feet wide and four feet long;
  - f) Raised planters shall be landscaped with a combination of shrubs and ground cover as approved by the Director of Planning, or his/her Designee.
  - g) Landscape island(s) totaling a length equal to 50 percent of the canopy perimeter and a minimum of six feet wide shall be provided for screening and traffic flow purposes. These areas shall have a minimum of one ornamental tree per 12 linear feet or portion thereof and one five-gallon shrub per one linear foot arranged as approved by the Director of Planning, or his/her Designee.
  - h) Use shall be removed if closed for more than six months; and
  - i) The canopy band face shall be of a color consistent with the main structure or an accent color and may not be backlit.”

**SECTION 3**

From and after the effective date of this Ordinance, existing Subpart 3, “Gas Pumps,” of Subsection 1.4, “Conditional Development Standards,” of Section 1, “Use of Land and Buildings,” of Chapter 3, “Permitted Uses and Definitions,” of the Town’s Zoning Ordinance, is hereby amended to read as follows:

**“CHAPTER 3 PERMITTED USES AND DEFINITIONS**

**SECTION 1. USE OF LAND AND BUILDINGS**

\* \* \*

**1.4 CONDITIONAL DEVELOPMENT STANDARDS**

\* \* \*

- 17. **Convenience Store With Gas Pumps.** Convenience Stores with Gas Pumps shall be subject to the following development standards:
  - a) Permitted in the designated districts only within 200 feet of the right-of-way lines of intersecting major thoroughfares. When the Convenience Store with Gas Pumps is associated with a minimum 50,000 square foot grocery store or Big Box, the gas pumps may be a distance greater than 200 feet from the right-of-way lines of intersecting major thoroughfares;
  - b) Gas Pumps are permitted at a maximum of two corners at an intersection of two major thoroughfares;

- c) The distance requirement from any residential zoning district as established in Section 9.11 of Chapter 4 shall apply.
- d) Canopies shall have pitched roofs;
- e) Canopy support columns shall be entirely masonry encased;
- f) The canopy band face shall be a color consistent with the main structure or an accent color and may not be backlit; and
- g) Use shall be removed if closed for more than six months.”

**SECTION 4**

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

**SECTION 5**

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 from being commenced for any violation if occurring prior to the repeal of the Ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

**SECTION 6**

Any person, firm, corporation, or business entity violating this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be subject to a fine not to exceed the sum of two thousand dollars (\$2,000.00), and each and every day such violation shall continue shall constitute a separate offense.

**SECTION 7**

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

**DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 23RD DAY OF JANUARY, 2024.**

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

**ATTEST:**

\_\_\_\_\_

**Michelle Lewis Sirianni, Town Secretary**

**APPROVED AS TO FORM AND LEGALITY:**

---

**Terrence S. Welch, Town Attorney**



## PLANNING

**To: Mayor and Town Council**

**From: David Hoover, AICP, Director of Development Services**

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

**Re: Planned Development Ordinance for Rock Creek Church**

**Town Council Meeting – January 23, 2024**

**Strategic Visioning Priority: 3. Commercial Corridors are ready for Development**

**Agenda Item:**

Consider and act upon an ordinance to rezone 26.1± acres from Agricultural (AG) to Planned Development-126 (PD-126), for Prosper School Church Addition, Block A, Lot 2, located north of West First Street and west of South Legacy Drive. (ZONE-23-0030)

**Description of Agenda Item:**

On January 9, 2024, the Town Council approved the proposed rezoning request by a vote of 7-0.

An ordinance has been prepared accordingly. The Development Agreement between the Town of Prosper and Rock Creek Church is also on the January 23, 2024, Town Council agenda for consideration.

**Budget Impact:**

There is no budgetary impact affiliated with this item.

**Legal Obligations and Review:**

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

**Attached Documents:**

1. Ordinance
2. Ordinance Exhibits

**Town Staff Recommendation:**

Town Staff recommends approval of an ordinance to rezone 26.1± acres from Agricultural to Planned Development-126, for Prosper School Church Addition, Block A, Lot 2, located north of West First Street and west of South Legacy Drive.

**Proposed Motion:**

I move to approve/deny an ordinance to rezone 26.1± acres from Agricultural to Planned Development-126, for Prosper School Church Addition, Block A, Lot 2, located north of West First Street and west of South Legacy Drive.

## TOWN OF PROSPER, TEXAS

ORDINANCE NO. 2024-\_\_

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A TRACT OF LAND CONSISTING OF 26.1 ACRES, MORE OR LESS, SITUATED IN THE PROSPER SCHOOL CHURCH ADDITION, BLOCK A, LOT 2, IN THE TOWN OF PROSPER, DENTON COUNTY, TEXAS, FROM AGRICULTURAL (AG) TO PLANNED DEVELOPMENT-126 (PD-126), DESCRIBING THE TRACT TO BE REZONED; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVING AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.**

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

**WHEREAS**, the Town of Prosper, Texas ("Prosper") has received a request (Case ZONE-23-0030) from Rock Creek Church ("Applicant"), to rezone 26.1 acres of land, more or less, Prosper School Church Addition, Block A, Lot 2, in the Town of Prosper, Denton County, Texas, and being more particularly described in Exhibit "A", attached hereto and incorporated herein for all purposes: and

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

**WHEREAS**, all legal notices required for rezoning have been given in the manner and form set forth by law, and public hearings have been held on the proposed rezoning and all other requirements of notice and completion of such zoning procedures have been fulfilled; and

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

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

**SECTION 1**

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

**SECTION 2**

Amendment to the Town's Zoning Ordinance. The Town's Zoning Ordinance is amended as follows: The zoning designation of the below described property containing 26.1 acres of land, more or less, in the Prosper School Church Addition, Block A, Lot 2, Town of Prosper, Denton County, Texas, and all streets, roads, and alleyways contiguous and/or adjacent thereto are hereby zoned as Planned Development-126 and being more particularly described in Exhibit "A", attached hereto and incorporated herein for all purposes as if set forth verbatim.

The development plans, standards, and uses for the Property in this Planned Development District shall conform to, and comply with (1) the Statement Intent and Purpose, attached hereto as Exhibit B; (2) the Development Standards, attached hereto as Exhibit C; (3) the Conceptual Plan, attached hereto as Exhibit D; (4) the Development Schedule, attached hereto as Exhibit D; and (5) the Exterior Elevations, attached hereto as Exhibit F, all of which are incorporated herein for all purposes as if set forth verbatim, subject to the following condition of approval by the Town Council:

1. Approval of a Development Agreement, including, but not limited to, architectural building materials.

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

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

### **SECTION 3**

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

### **SECTION 4**

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

### **SECTION 5**

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

### **SECTION 6**

**Severability.** Should any section, subsection, sentence, clause, or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that all remaining portions of this Ordinance shall remain in full force and

effect. Prosper hereby declares that it would have passed this Ordinance, and each section, subsection, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional or invalid.

**SECTION 7**

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

**SECTION 8**

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

**DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 23RD DAY OF JANUARY 2024.**

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

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

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



Location Map  
NTS

Property Description

BEING a tract or parcel of land, situated in the Louisa Netherly Survey, Abstract No. 962, Denton County, Texas, and being all of Lot 2, Block A, Prosper School Church Addition, an addition to the Town of Prosper, Denton County, Texas, as recorded in Document No. 2019-336, Official Public Records, Denton County, Texas (O.R.D.C.T.);

BEGINNING at the southwest corner of said Lot 2, Block A also being the southeast corner of Lot 1, Block A of said Prosper School Church Addition, and being in the north line of Fishtrap Road (a variable width right-of-way);

THENCE N 00°30'29" E, along the common lot line between said Lot 1 and said Lot 2, a distance of 1,230.56 feet to a 5/8 inch iron rod with plastic cap stamped "TNP" found in the south line of Denton County Fresh Water Supply District 10 as recorded in Document No. 2006-144396 and Document No. 2014-7938, O.P.R.D.C.T.;

THENCE S 89°31'01" E, along the common line between said Lot 2 and said Denton County Fresh Water Supply District 10, a distance of 929.58 feet to a point for corner in the west line of Blue Star Allen Land, L.P., as recorded in Document 2011-60030, O.P.R.D.C.T.;

THENCE S 00°04'54" W, along the common line between said Lot 2 and said Blue Star Allen Land, L.P. Tract, a distance of 434.18 feet to a point for corner in the west line of Lot 4, Block A, MAV Addition, an addition to the Town of Prosper, Denton County, Texas, as recorded in Document No 2021-40, O.P.R.D.C.T.;

THENCE S 01°02'27" W, along the common line between said Lot 2 and said Lot 4, a distance of 324.01 to a southeasterly corner of said Lot 2, also being the northeast corner of Lot 1, Block A, C.O.C. Metro Addition, an addition to the Town of Prosper, Denton County, Texas

THENCE S 00°22'27" W, along the common line between said Lot 1, C.O.C. Addition and said Lot 4, also along the west line of Lot 1, Block A of said MAV Addition a distance of 449.73 feet to a point for corner, at the southeast corner of said Lot 1, C.O.C. Addition and the southwest corner of said Lot 1, MAV Addition said point being in the north line of said Fishtrap Road;

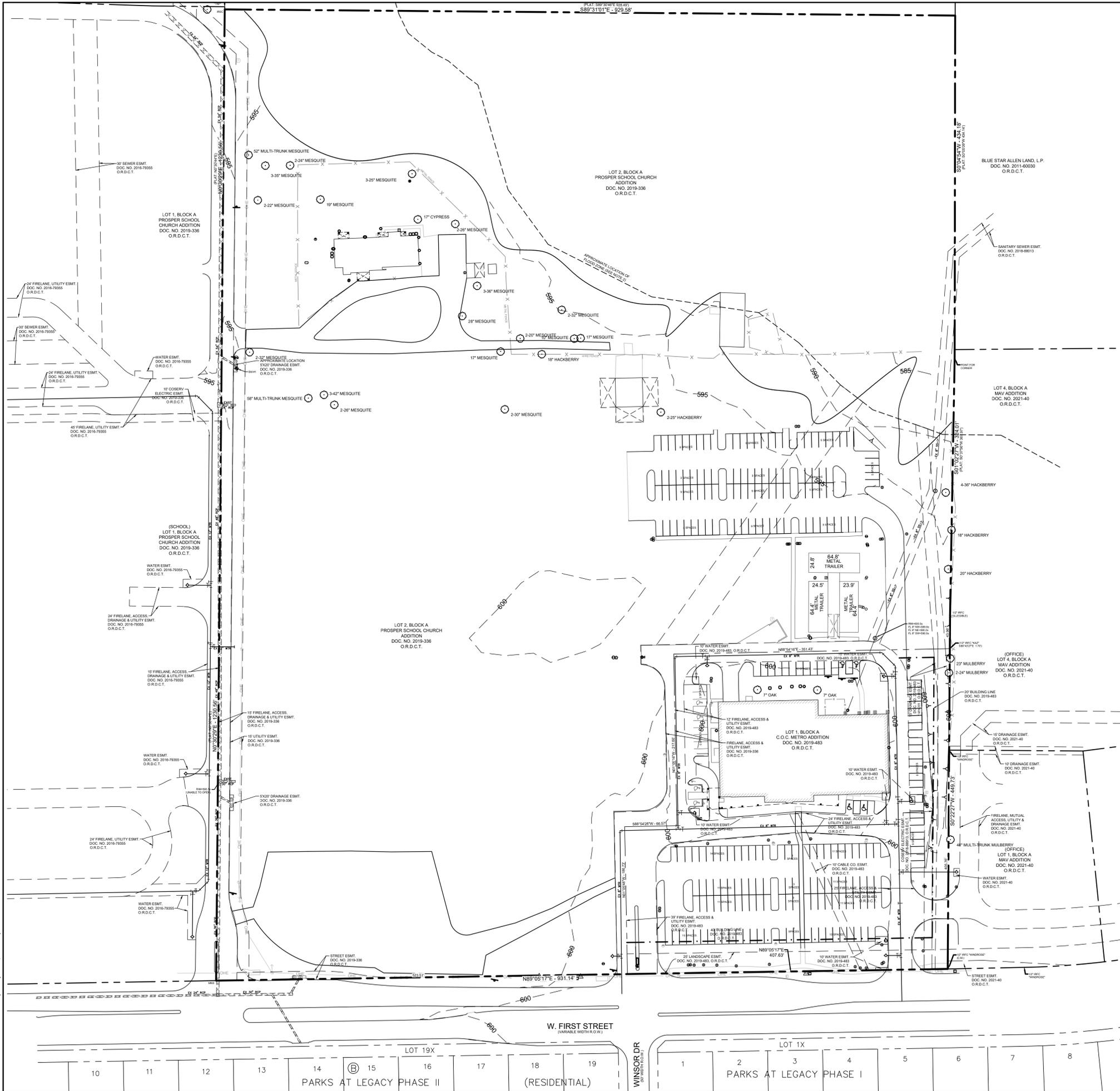
THENCE N 89°05'17" E, along the common line between said Lot 1, C.O.C. Addition and said Lot 2, Prosper School Church Addition and the north line of said Fishtrap Road, a distance of 931.14 feet to the POINT OF BEGINNING and containing 1,134,928 square feet or 26.056 acres of land more or less.

*Candy Hone, RPLS No. 5887*  
Candy Hone, RPLS No. 5887  
Votex Surveying Company  
10440 N Central Expressway, Suite 800  
Dallas, Texas 75231  
(469) 333-8831  
candy@votexsurveying.com  
Firm No. 10013600



EXHIBIT "A"  
PROSPER SCHOOL CHURCH ADDITION  
LOT 2, BLOCK A  
26.056 acres  
1,134,928 square feet  
situated in  
TOWN OF PROSPER, DENTON COUNTY, TEXAS  
L. HETHERLY SURVEY, ABSTRACT NO. 962

|  |   |   |  |  |
|--|---|---|--|--|
| <b>OWNER</b><br>ROCK CREEK CHURCH<br>2860 FISHTRAP ROAD<br>PROSPER, TEXAS 75078<br>(469)815-5253 | <b>OWNER'S REPRESENTATIVE</b><br>GOFF COMPANIES<br>2221 LAKESIDE BOULEVARD<br>SUITE 700<br>RICHARDSON, TEXAS 75082<br>DIRK DALHAUSSER<br>ddalhausser@goffcompanies.com<br>(214)716-5100 | <b>ARCHITECT</b><br>OXLEY ARCHITECTS<br>ANDREW OXLEY<br>ao@oxleyarchitects.com<br>(817)380-8366 | <b>ENGINEER</b><br>BROCKETTE DAVIS DRAKE, INC<br>12377 MERIT DRIVE<br>SUITE 1100<br>DALLAS, TEXAS 75251<br>JAMES RILEY, P.E.<br>jriley@bdddeng.com | <b>SURVEYOR</b><br>VOTEX SURVEYING<br>10440 N. CENTRAL EXPRESSWAY<br>SUITE 800<br>DALLAS, TEXAS 75231<br>(469)333-8831 |
|--|---|---|--|--|



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D:\Data\GWA\2023\CD\3015 - Rock Creek Church - Prosper\Exhibits\Final\Exhibit A.dwg

ROCK CREEK CHURCH

2860 W First Street  
Prosper, Texas. 75078

November 21, 2023

Re: Letter of Intent

Town of Prosper  
250 W First Street  
Prosper, Texas. 75078

To Whom It May Concern,

The Church of Celebration Metro, a.k.a. Rock Creek Church, owns 26 acres fronting W. First Street. Rock Creek Church uses its facility for religious worship with on-site parking and the wood framed structure towards the rear of the property solely as administrative offices.

The church conducts four worship services on the weekends. One on Saturday evening and three on Sunday mornings. During the week it serves as a place to meet for small group Bible study. The administration offices are open Monday through Friday during normal business hours.

Plans are underway to add a 1000-seat worship venue with additional parking. The current land parcels are zoned Agriculture and we are requesting a zoning change to a Planned Development using a base zoning of Office with the appropriate modifications.

If you have any questions regarding the Letter of Intent or the project you can contact Jim Riley with Brockett Davis Drake Inc. at (214) 535-4027.

Sincerely yours,



Jerry Brawner  
Executive Director of Operations

[jerry@rockcreektx.church](mailto:jerry@rockcreektx.church)  
(469) 815-5253

**Exhibit "C"**  
**Development Standards**

This tract shall develop under the regulation of the Office (O) District as outlined in the Town's Zoning Ordinance as it exists or may be amended with the following conditions:

1.0 Permitted Uses

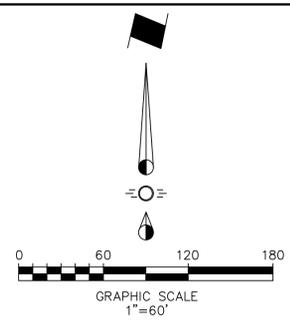
1.1 The permitted land uses within this Planned Development District are as follows:

- Childcare Center - **S**
- House of Worship
- Rectory
- School, Private or Parochial

2.0 Lot Coverage

2.1 The lot coverage requirements within this Planned Development District are as follows:

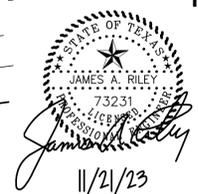
- Maximum of 50% lot coverage.



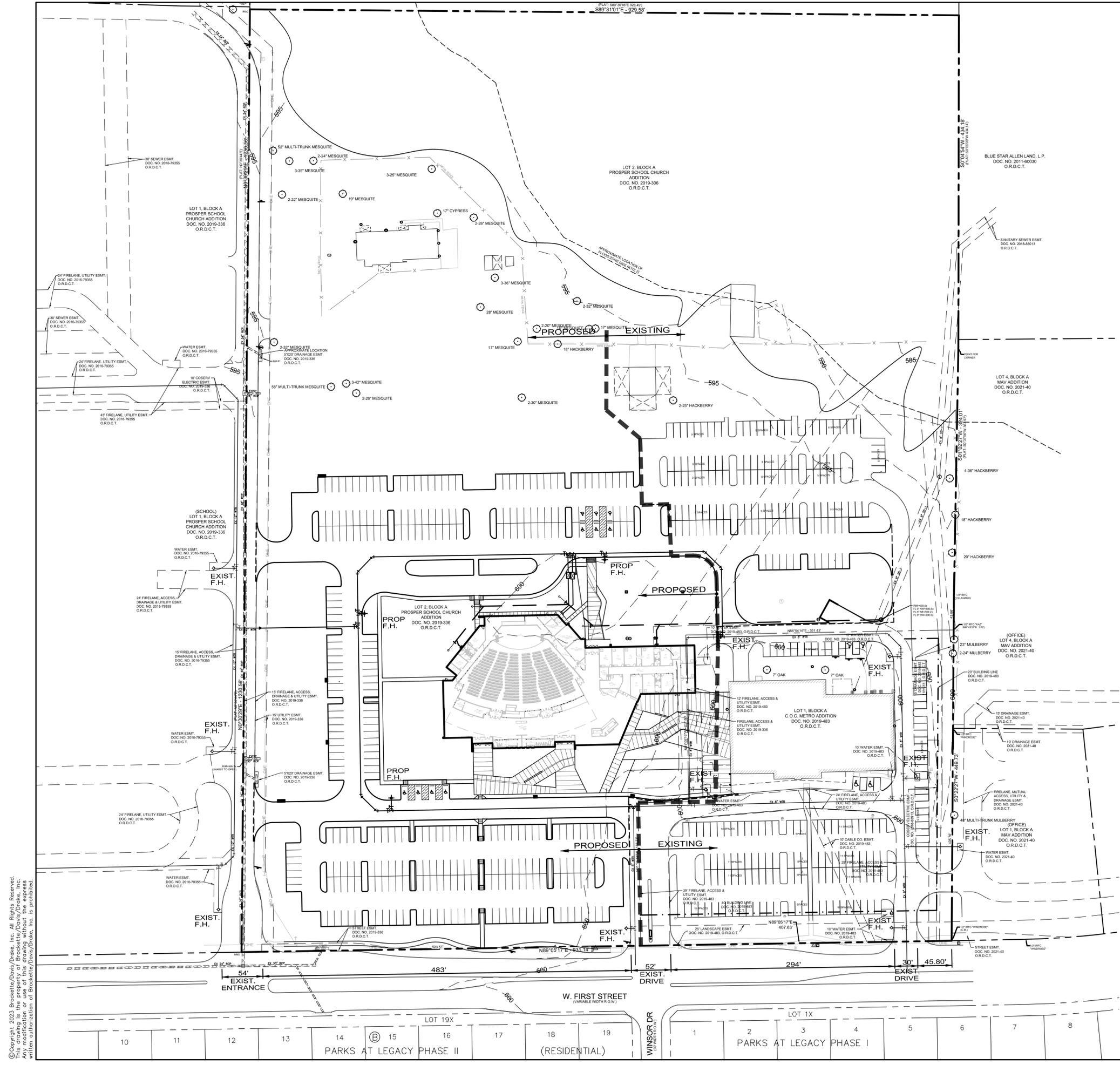
| SITE DATA TABLE    |                               |
|--------------------|-------------------------------|
| EXISTING ZONING    | AG                            |
| PROPOSED ZONING    | PD                            |
| LOT AREA           | 26.056 Acres / 1,134,999 S.F. |
| TOTAL LOT COVERAGE | 32% (PROPOSED)                |
| LAND USE           | CHURCH                        |

- LEGEND**
- - - - - 590 - - - - - EXISTING CONTOUR
  - ▨ EXISTING BUILDING
  - - - - - PROPOSED BUILDING
  - EXISTING FIRE HYDRANT
  - ⊕ PROPOSED FIRE HYDRANT
  - - - - - EXISTING CURB

**EXHIBIT "D"**  
**CONCEPTUAL PLAN**  
**PROSPER SCHOOL CHURCH ADDITION**  
**LOT 2, BLOCK A**  
 26.056 acres  
 1,134,928 square feet  
 situated in  
**TOWN OF PROSPER, DENTON COUNTY, TEXAS**  
**L. HETHERLY SURVEY, ABSTRACT NO. 962**



|  |   |   |   |  |
|--|---|---|---|--|
| <b>OWNER</b><br>ROCK CREEK CHURCH<br>2860 FISHTRAP ROAD<br>PROSPER, TEXAS 75078<br>(469)815-5253 | <b>OWNER'S REPRESENTATIVE</b><br>GOFF COMPANIES<br>2221 LAKESIDE BOULEVARD<br>SUITE 700<br>RICHARDSON, TEXAS 75082<br>DIRK DALHAUSSER<br>ddalhausser@goffcompanies.com<br>(214)716-5100 | <b>ARCHITECT</b><br>OXLEY ARCHITECTS<br>ANDREW OXLEY<br>ao@oxleyarchitects.com<br>(817)380-8366 | <b>ENGINEER</b><br>BROCKETTE DAVIS DRAKE, INC<br>12377 MERIT DRIVE<br>SUITE 1100<br>DALLAS, TEXAS 75251<br>(214)824-3647<br>JAMES RILEY, P.E.<br>jriley@biddeng.com | <b>SURVEYOR</b><br>VOTEX SURVEYING<br>10440 N. CENTRAL EXPRESSWAY<br>SUITE 800<br>DALLAS, TEXAS 75231<br>(469)333-8831 |
|--|---|---|---|--|



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D:\Data\GWA\2023\CD\9625 - Rock Creek Church - Prosper\Exhibits\Final\Exhibit\_D.dwg

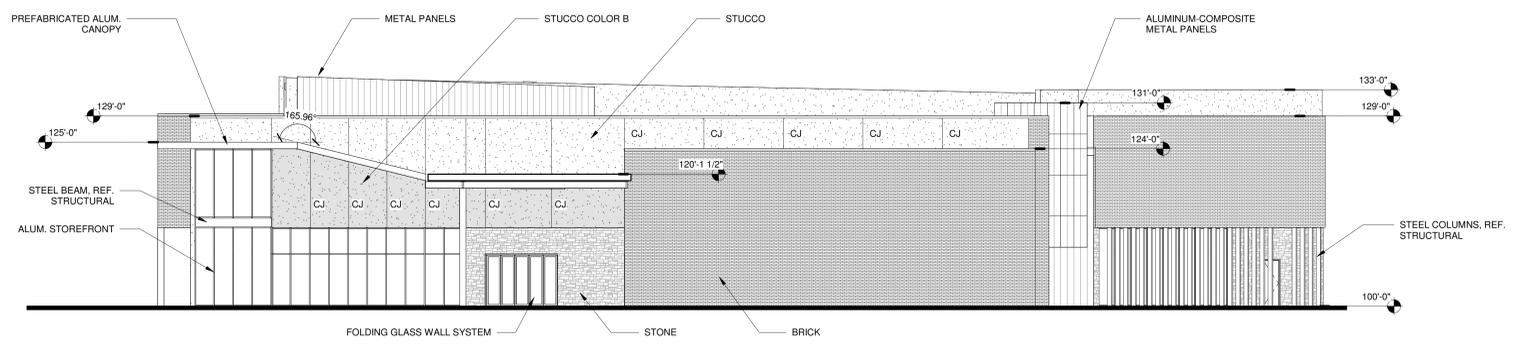
**Z23-0030**  
**EXHIBIT E**  
**DEVELOPMENT STANDARDS**  
**ROCK CREEK CHURCH**  
**LOT 2, BLOCK A, PROSPER SCHOOL ADDITION**

| <u>Task</u>              | <u>Date</u>        |
|--------------------------|--------------------|
| Start Construction       | 4/17/24            |
| Site Work                | 4/17/24 – 8/12/24  |
| Building                 | 8/12/24 – 12/16/24 |
| Finish Out               | 12/16/24 – 6/16/25 |
| Certificate of Occupancy | 6/16/25            |

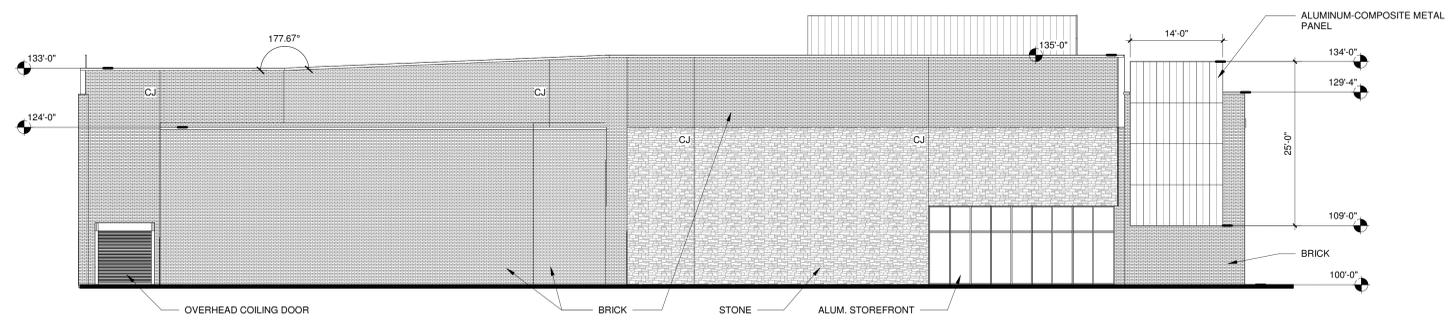


| Revision Schedule |                      |               |
|-------------------|----------------------|---------------|
| Rev. #            | Revision Description | Revision Date |
|                   |                      |               |

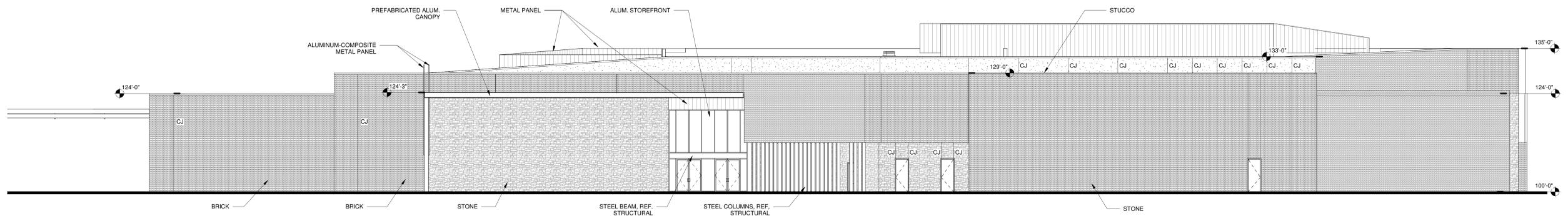
| EXTERIOR MATERIAL CALCULATIONS |                        |                         |                               |
|--------------------------------|------------------------|-------------------------|-------------------------------|
| SOUTH ELEVATION:               | NORTH ELEVATION:       | WEST ELEVATION:         | EAST ELEVATION:               |
| STUCCO 85 SF (1%)              | STUCCO 640 SF (7%)     | STUCCO -                | STUCCO 1,253 SF (31%)         |
| STONE 2,050 SF (28%)           | STONE 3,462 SF (37%)   | STONE 1,440 SF (25%)    | STONE 390 SF (9%)             |
| BRICK 4,616 SF (63%)           | BRICK 5,085 SF (55%)   | BRICK 3,997 SF (69%)    | BRICK 2,230 SF (57%)          |
| METAL PANEL 571 SF (8%)        | METAL PANEL 55 SF (1%) | METAL PANEL 350 SF (6%) | BRICK METAL PANEL 140 SF (3%) |
| TOTAL = 7,302 SF               | TOTAL = 9,242 SF       | TOTAL = 5,787 SF        | TOTAL = 4,013 SF              |



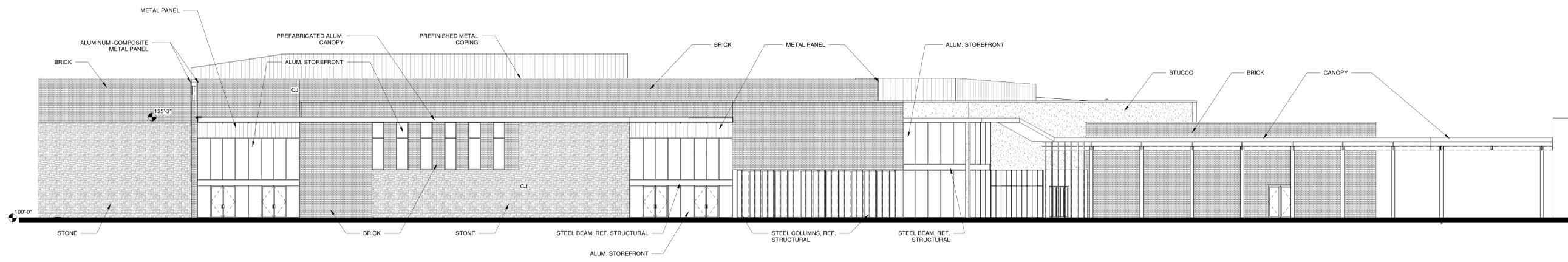
**4** EXTERIOR ELEVATION - EAST  
**A310** 3/32" = 1'-0"



**3** EXTERIOR ELEVATION - WEST  
**A310** 3/32" = 1'-0"



**2** EXTERIOR ELEVATION - NORTH  
**A310** 3/32" = 1'-0"



**1** EXTERIOR ELEVATION - SOUTH  
**A310** 3/32" = 1'-0"

ZONE-23-0030

NOT TO BE USED FOR PERMITTING,  
OR CONSTRUCTION

ANDREW OXLEY

THE ARCHITECT AND THE ARCHITECTS CONSULTANTS SHALL BE DEEMED THE AUTHOR AND OWNER OF THESE REPRESENTATIONS OF DESIGN, INCLUDING THE DRAWINGS AND SPECIFICATIONS, AND SHALL BE HELD LIABLE FOR ANY ERRORS, OMISSIONS, AND/OR INADEQUACIES THEREIN. THE ARCHITECT AND ARCHITECTS CONSULTANTS SHALL NOT BE RESPONSIBLE FOR ANY CONSTRUCTION DEFECTS OR DEFICIENCIES THAT MAY BE CAUSED BY THE CONTRACTOR OR OTHER THIRD PARTY. THE ARCHITECT AND ARCHITECTS CONSULTANTS SHALL NOT BE RESPONSIBLE FOR ANY CONSTRUCTION DEFECTS OR DEFICIENCIES THAT MAY BE CAUSED BY THE CONTRACTOR OR OTHER THIRD PARTY. THE ARCHITECT AND ARCHITECTS CONSULTANTS SHALL NOT BE RESPONSIBLE FOR ANY CONSTRUCTION DEFECTS OR DEFICIENCIES THAT MAY BE CAUSED BY THE CONTRACTOR OR OTHER THIRD PARTY.

**ROCK CREEK CHURCH**

2860 W. FIRST STREET  
PROSPER, TEXAS 75078

EXTERIOR ELEVATIONS



# 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:** Development Agreement for Rock Creek Church

Town Council Meeting – January 23, 2024

## Strategic Visioning Priority: 3. Commercial Corridors are ready for Development

### Agenda Item:

Consider and act upon authorizing the Town Manager to execute a Development Agreement between James Riley and the Town of Prosper relative to Rock Creek Church.

### Description of Agenda Item:

On January 9, 2024, the Town Council approved the proposed rezoning request by a vote of 7-0.

A Development Agreement has been prepared accordingly. The Ordinance Adoption for this rezoning request is also on the January 23, 2024, Town Council agenda for consideration. Below are the percentages of the exterior materials agreed to as part of development agreement:

| South Elevation                    | North Elevation                   | West Elevation                     | East Elevation                     | All Elevations                       |
|------------------------------------|-----------------------------------|------------------------------------|------------------------------------|--------------------------------------|
| <b>Stucco:</b><br>65 SF (1%)       | <b>Stucco:</b><br>640 SF (7%)     | <b>Stucco:</b><br>0 SF (0%)        | <b>Stucco:</b><br>1,253 SF (31%)   | <b>Stucco:</b><br>1,958 SF (7%)      |
| <b>Stone:</b><br>2,050 SF (28%)    | <b>Stone:</b><br>3,462 SF (37%)   | <b>Stone:</b><br>1,440 SF (25%)    | <b>Stone:</b><br>390 SF (9%)       | <b>Stone:</b><br>7,342 SF (28%)      |
| <b>Brick:</b><br>4,616 SF (63%)    | <b>Brick:</b><br>5,085 SF (55%)   | <b>Brick:</b><br>3,997 SF (69%)    | <b>Brick:</b><br>2,230 SF (57%)    | <b>Brick:</b><br>15,928 SF (61%)     |
| <b>Metal Panel:</b><br>571 SF (8%) | <b>Metal Panel:</b><br>55 SF (1%) | <b>Metal Panel:</b><br>350 SF (6%) | <b>Metal Panel:</b><br>140 SF (3%) | <b>Metal Panel:</b><br>1,116 SF (4%) |
| <b>Total:</b> 7,302 SF             | <b>Total:</b> 9,242 SF            | <b>Total:</b> 5,787 SF             | <b>Total:</b> 4,013 SF             | <b>Total:</b> 26,344 SF              |

### Budget Impact:

There is no budgetary impact affiliated with this item.

### Legal Obligations and Review:

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

Item 12.

**Attached Documents:**

- 1. Development Agreement

**Town Staff Recommendation:**

Town Staff recommends that the Town Council authorize the Town Manager to execute a Development Agreement between James Riley and the Town of Prosper relative to Rock Creek Church.

**Proposed Motion:**

I move to authorize/not authorize the Town Manager to execute a Development Agreement between James Riley and the Town of Prosper relative to Rock Creek Church.

## DEVELOPMENT AGREEMENT

**THIS DEVELOPMENT AGREEMENT** (“Agreement”) is entered into by and between the Town of Prosper, Texas (“Town”), and Rock Creek Church, a Texas non-profit corporation (“Church”) (individually, a “Party” and collectively, the “Parties”) to be effective (the “Effective Date”) on the latest date executed by a Party.

**WHEREAS**, the Town is a home-rule municipal corporation, located in Collin County and Denton County, Texas, organized and existing under the laws of the State of Texas; and

**WHEREAS**, Church is developing in the Town a house of worship on an approximate 26.1-acre tract of land generally located north of West First Street and west of South Legacy Drive in the Town (the “Property”), and a legal description and depiction of the Property is attached hereto as Exhibit A and incorporated by reference; and

**WHEREAS**, the foregoing Property was rezoned by the Town Council on or about January 9, 2024, and this Agreement seeks to incorporate, in part, the negotiated and agreed upon development standards contained in the underlying zoning ordinance, as may be amended, and/or this Development Agreement, to recognize Church’s reasonable investment-backed expectations in the Development, as may be amended, and as more fully described herein.

**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 Parties to this Agreement agree as follows:

**1. Development Standards.** Any structure built on the Property shall comply with the elevations and building materials requirements contained in Exhibit B, attached hereto and incorporated herein. The Parties agree and acknowledge that the provisions of this Paragraph shall apply to any structure constructed subsequent to the execution of this Agreement. Nothing in this Agreement shall be deemed to modify or otherwise amend any zoning regulation duly adopted by the Town, previously or in the future.

**2. Covenant Running with the Land.** The terms, conditions, rights, obligations, benefits, covenants and restrictions of the provisions of this Agreement shall be deemed covenants running with the land, and shall be binding upon and inure to the benefit of the Church and its heirs, representatives, successors and assigns. This Agreement shall be deemed to be incorporated into each deed and conveyance of the Property or any portion thereof hereafter made by any other owner of the Property, regardless of whether this Agreement is expressly referenced therein.

**3. Applicability of Town Ordinances.** Church shall develop the Property, and construct all structures on the Property, in accordance with all applicable Town ordinances and building/construction codes.

**4. Rough Proportionality.** Church hereby agrees that any land or property donated and/or dedicated to the Town pursuant to this Agreement, whether in fee simple or otherwise, including any easements (as may be reflected in any Final Plat), relative to any development on the Property is roughly proportional to the need for such land and Church hereby waives any claim therefor that it may have. Church 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 Church 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 services to the Property.

**5. Exactions/Infrastructure Costs.** Both the Town and Church have been represented by legal counsel in the negotiation of this Agreement and been advised or each has had the opportunity to have legal counsel review this Agreement and advise them, regarding Church's and the Town's rights under Texas and federal law. Church and the Town hereby waive any requirement that the other retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas Occupations Code, to review and determine that the exactions are roughly proportional or roughly proportionate to the proposed development's anticipated impact. Church specifically reserves its right to appeal the apportionment of municipal infrastructure costs in accordance with § 212.904 of the Texas Local Government Code and any exemptions from impact fees under current or future law; however, notwithstanding the foregoing and to the extent permitted by law, Church hereby 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 requirements imposed by this Agreement.

**6. Default.** No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. If either Party is in default under this Agreement, the other Party shall have the right to enforce the Agreement in accordance with applicable law, provided, however, in no event shall any Party be liable for consequential or punitive damages.

**7. 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. Exclusive venue for any action arising under this Agreement shall lie in Denton County, Texas.

**8. Notice.** Any notices required or permitted to be given hereunder (each, a “Notice”) shall be given by certified or registered mail, return receipt requested, to the addresses set forth below or to such other single address as either party hereto shall notify the other:

If to the Town:           The Town of Prosper  
250 W. First Street  
P.O. Box 307  
Prosper, Texas 75078  
Attention: Town Manager

If to Church:            Rock Creek Church  
c/o Brockette Davis Drake Inc.  
12377 Merit Drive, Suite 1100  
Dallas, Texas 75251  
Attention: Jim Riley, P.E.

**9. 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).

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

**11. Savings/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.

**12. Binding Agreement.** A telecopied facsimile of a duly executed counterpart of this Agreement shall be sufficient to evidence the binding agreement of each party to the terms herein, including without limitation a scanned copy sent via electronic mail by either Party.

**13. Authority to Execute.** This Agreement shall become a binding obligation on the Parties upon execution by all Parties 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. Church warrants and represents that the individual executing this Agreement on behalf of Church has full authority to execute this Agreement and bind the Church to the same. The Town Council hereby

authorizes the Town Manager of the Town to execute this Agreement on behalf of the Town.

**14. Filing in Deed Records.** This Agreement, and any and all subsequent amendments to this Agreement, shall be filed in the deed records of Denton County, Texas.

**15. 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 nonbinding mediation.

**16. Sovereign Immunity.** The Parties agree that the Town has not waived its sovereign immunity from suit by entering into and performing its obligations under this Agreement.

**17. 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.

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

**19. 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.

**20. Amendment.** This Agreement shall not be modified or amended except in writing signed by the Parties. A copy of each amendment to this Agreement, when fully executed and recorded, shall be provided to each Party; however, the failure to provide such copies shall not affect the validity of any amendment.

**21. 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.

**IN WITNESS WHEREOF**, the parties hereto have caused this document to be executed as of the date referenced herein.

**TOWN:**

**THE TOWN OF PROSPER, TEXAS**

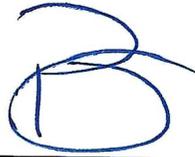
By: \_\_\_\_\_  
Name: Mario Canizares  
Title: Town Manager

**STATE OF TEXAS        )**  
**)**  
**COUNTY OF COLLIN     )**

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2024, by Mario Canizares, Town Manager of the Town of Prosper, Texas, on behalf of the Town of Prosper, Texas.

\_\_\_\_\_  
Notary Public, State of Texas  
My Commission Expires: \_\_\_\_\_

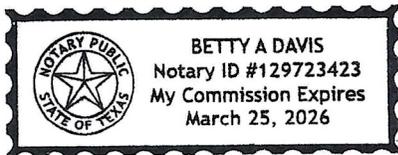
CHURCH:



By: \_\_\_\_\_  
Name: Jerry Brawner  
Title: Executive Director of Operations

STATE OF TEXAS        )  
                                  )  
COUNTY OF Collin    )

This instrument was acknowledged before me on the 19<sup>th</sup> day of January, 2024, by Jerry Brawner in his capacity as Executive Director of Rock Creek Church, known to be the person whose name is subscribed to the foregoing instrument, and that he executed the same on behalf of and as the act of Church.



Betty A. Davis  
Notary Public, State of Texas  
My Commission Expires: 3/25/2026

**EXHIBIT A****(Property Legal Description)**

**BEING** a tract or parcel of land, situated in the Louisa Netherly Survey, Abstract No. 962, Denton County, Texas, and being all of Lot 2, Block A, Prosper School Church Addition, an addition to the Town of Prosper, Denton County, Texas, as recorded in Document No. 2019-336, Official Public Records, Denton County, Texas (O.R.D.C.T.);

**BEGINNING** at the southwest corner of said Lot 2, Block A also being the southeast corner of Lot 1, Block A of said Prosper School Church Addition, and being in the north line of Fishtrap Road (a variable width right-of-way);

**THENCE** N 00°30'29" E, along the common lot line between said Lot 1 and said Lot 2, a distance of 1,230.56 feet to a 5/8 inch iron rod with plastic cap stamped "TNP" found in the south line of Denton County Fresh Water Supply District 10 as recorded in Document No. 2006-144396 and Document No. 2014-7938, O.P.R.D.C.T.;

**THENCE** S 89°31'01" E, along the common line between said Lot 2 and said Denton County Fresh Water Supply District 10, a distance of 929.58 feet to a point for corner in the west line of Blue Star Allen Land, L.P. as recorded in Document 2011-60030, O.P.R.D.C.T.;

**THENCE** S 00°04'54" W, along the common line between said Lot 2 and said Blue Star Allen Land, L.P. Tract, a distance of 434.18 feet to a point for corner in the west line of Lot 4, Block A, MAV Addition, an addition to the Town of Prosper, Denton County, Texas, as recorded in Document No. 2021-40, O.P.R.D.C.T.;

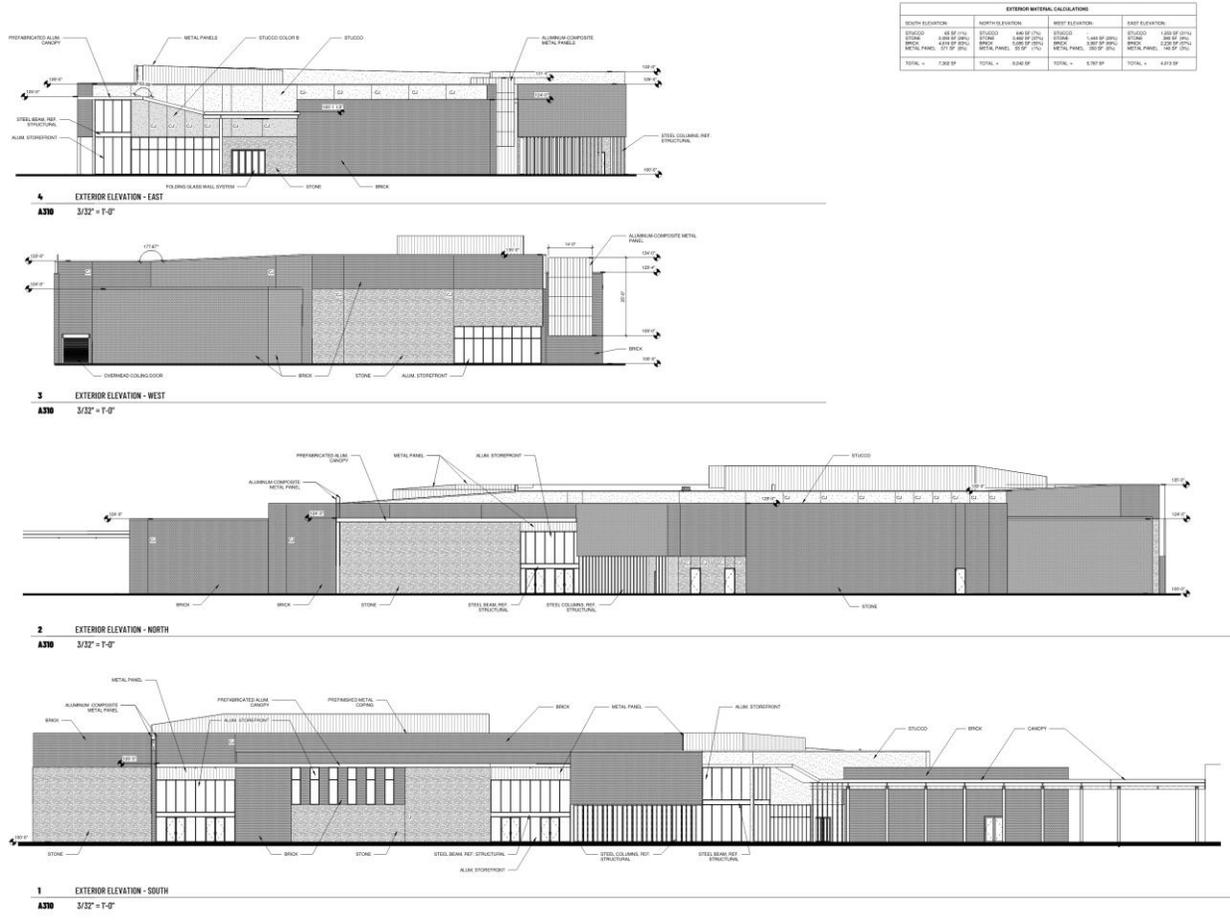
**THENCE** S 01°02'27" W, along the common line between said Lot 2 and said Lot 4, a distance of 324.01 to a southeasterly corner of said Lot 2, also being the northeast corner of Lot 1, Block A, C.O.C. Metro Addition, an addition to the Town of Prosper, Denton County, Texas;

**THENCE** S 00°22'27" W, along the common line between said Lot 1, C.O.C. Addition and said Lot 4, also along the west line of Lot 1, Block A of said MAV Addition a distance of 449.73 feet to a point for corner, at the southeast corner of said Lot 1, C.O.C. Addition and the southwest corner of said Lot 1, MAV Addition said point being in the north line of said Fishtrap Road;

**THENCE** N 89°05'17" E, along the common line between said Lot 1, C.O.C. Addition and said Lot 2, Prosper School Church Addition and the north line of said Fishtrap Road, a distance of 931.14 feet to the **POINT OF BEGINNING** and containing 1,134,982 square feet or 26.056 acres of land more or less.

# EXHIBIT B

## (Building Materials/Elevations)





## 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: Planned Development Ordinance for Pradera**

**Town Council Meeting – January 23, 2024**

**Strategic Visioning Priority: 3. Commercial Corridors are ready for Development**

**Agenda Item:**

Consider and act upon an ordinance to rezone 34.7± acres from Commercial (C) to Planned Development-119 (PD-119), for Collin County School Land Survey, Abstract No. 147, Tract 47, located north of West Prosper Trail and west of North Dallas Parkway. (Z22-0019)

**Description of Agenda Item:**

On August 23, 2023, the Town Council approved the proposed rezoning request by a vote of 7-0.

An ordinance has been prepared accordingly. The Development Agreement between the Town of Prosper and Orion RE Capital was approved at the Town Council meeting on October 10, 2023.

**Budget Impact:**

There is no budgetary impact affiliated with this item.

**Legal Obligations and Review:**

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

**Attached Documents:**

1. Ordinance
2. Ordinance Exhibits

**Town Staff Recommendation:**

Town Staff recommends approval of an ordinance to rezone 34.7± acres from Commercial to Planned Development-119, for Collin County School Land Survey, Abstract No. 147, Tract 47, located north of West Prosper Trail and west of North Dallas Parkway.

**Proposed Motion:**

I move to approve/deny an ordinance to rezone 34.7± acres from Commercial to Planned Development-119, for Collin County School Land Survey, Abstract No. 147, Tract 47, located north of West Prosper Trail and west of North Dallas Parkway.

## TOWN OF PROSPER, TEXAS

ORDINANCE NO. 2024-\_\_

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A TRACT OF LAND CONSISTING OF 34.7 ACRES, MORE OR LESS, SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 147, TRACT 47, IN THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS, FROM COMMERCIAL (C) TO PLANNED DEVELOPMENT-119 (PD-119), DESCRIBING THE TRACT TO BE REZONED; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVING AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.**

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

**WHEREAS**, the Town of Prosper, Texas ("Prosper") has received a request (Case Z22-0019) from Orion RE Capital ("Applicant"), to rezone 34.7 acres of land, more or less, Collin County School Land Survey, Abstract No. 147, Tract 47, in the Town of Prosper, Collin County, Texas, and being more particularly described in Exhibit "A", attached hereto and incorporated herein for all purposes: and

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

**WHEREAS**, all legal notices required for rezoning have been given in the manner and form set forth by law, and public hearings have been held on the proposed rezoning and all other requirements of notice and completion of such zoning procedures have been fulfilled; and

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

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

### **SECTION 1**

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

### **SECTION 2**

Amendment to the Town's Zoning Ordinance. The Town's Zoning Ordinance is amended as follows: The zoning designation of the below described property containing 34.7 acres of land, more or less, in the Collin County School Land Survey, Abstract No. 147, Tract 47, Town of Prosper, Collin County, Texas, and all streets, roads, and alleyways contiguous and/or adjacent thereto are hereby zoned as Planned Development-119 and being more particularly described in Exhibit "A", attached hereto and incorporated herein for all purposes as if set forth verbatim.

The development plans, standards, and uses for the Property in this Planned Development District shall conform to, and comply with (1) the Statement Intent and Purpose, attached hereto as Exhibit B; (2) the Development Standards, attached hereto as Exhibit C; (3) the Site Plan, attached hereto as Exhibit D; (4) the Development Schedule, attached hereto as Exhibit E; and (5) the Elevations, attached hereto as Exhibit F, all of which are incorporated herein for all purposes as if set forth verbatim, subject to the following condition of approval by the Town Council:

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

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

### **SECTION 3**

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

### **SECTION 4**

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

### **SECTION 5**

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

### **SECTION 6**

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

**SECTION 7**

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

**SECTION 8**

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

**DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 23RD DAY OF JANUARY 2024.**

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

**ATTEST:**

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

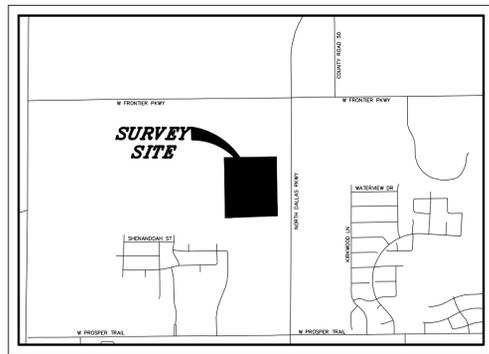
**APPROVED AS TO FORM AND LEGALITY:**

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

**FLOOD HAZARD NOTE:**

THE FEDERAL EMERGENCY MANAGEMENT AGENCY FIRM COMMUNITY PANEL NUMBER 4808500151 WITH AN EFFECTIVE DATE OF JUNE 02, 2009 INDICATES THAT THE ABOVE DESCRIBED PROPERTY LIES WITHIN AREAS DESIGNATED AS ZONE "X". ZONE "X" IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN PER THE FLOOD INSURANCE RATE MAPS. THIS MAP DOES NOT NECESSARILY SHOW ALL AREAS SUBJECT TO FLOODING IN THE COMMUNITY OR ALL PLANIMETRIC FEATURES OUTSIDE SPECIAL FLOOD HAZARD AREAS. THIS DOES NOT GUARANTEE THAT THE SURVEYED PROPERTY WILL OR WILL NOT FLOOD. APPROXIMATE LOCATIONS OF FLOOD ZONES HAVE BEEN SHOWN HEREON BASED ON THE CURRENT FLOOD INSURANCE RATE MAPS.

# ZONING EXHIBIT A



**LOCATION MAP**  
NOT TO SCALE

## BULK REGULATIONS

THE SURVEYED PROPERTY IS LOCATED IN PLANNED DEVELOPMENT NO. XX "PD-XX" ZONING DISTRICT. THIS PLANNED DEVELOPMENT IS INTENDED TO PROVIDE FOR AND ENCOURAGE DEVELOPMENT THAT CONTAINS A COMPATIBLE MIX OF RESIDENTIAL, OFFICE, AND COMMERCIAL USES WITHIN CLOSE PROXIMITY TO EACH OTHER, RATHER THAN SEPARATING USES WITH THE FOLLOWING DEFINED RESTRICTIONS PROVIDED TO THE SURVEYOR.

- A. SIZE OF YARDS:
  - 1. MINIMUM FRONT YARD
    - A. ON DALLAS NORTH TOLLWAY: 30 FEET.
    - B. ON ALL OTHER STREETS: 10 FEET.
  - 2. MINIMUM SIDE YARD: 0 FEET.
  - 3. MINIMUM REAR YARD: 0 FEET.
- B. BUILD-TO-LINE
  - 1. BUILDINGS WITH NON-RESIDENTIAL USES ON THE FIRST FLOOR: A BUILD-TO-LINE SHALL BE ESTABLISHED AT THE MINIMUM FRONT YARD SETBACK.
  - 2. BUILDINGS WITH RESIDENTIAL USES ON THE FIRST FLOOR: THE PRIMARY FACADE OF A RESIDENTIAL DWELLING SHALL BE BUILT 10-15 FEET FROM THE PROPERTY LINE.
- C. SIZE OF LOTS:
  - 1. MINIMUM SIZE OF LOT AREA: 3,000 SQUARE FEET.
  - 2. MINIMUM LOT WIDTH: 30 FEET.
  - 3. MINIMUM LOT DEPTH: 60 FEET.
- D. MAXIMUM LOT COVERAGE: 100 PERCENT.
- E. FLOOR AREA RATIO: MAXIMUM 10.0:1.
- F. HOUSING: MAXIMUM NUMBER OF DWELLINGS ALLOWED.
  - 1. MAXIMUM DENSITY: 20 UNITS/ACRE
  - 2. A MINIMUM OF 15% OF THE FIRST-FLOOR SQUARE FOOTAGE OF ALL BUILDINGS CONTAINING RESIDENTIAL UNITS SHALL BE USED FOR NON-RESIDENTIAL PURPOSES.

BOY PROSPER 221 LLC  
CALLED 22.817 ACRES (IRVING) OF 20200000000000 D.R.C.C.T.

## OWNER

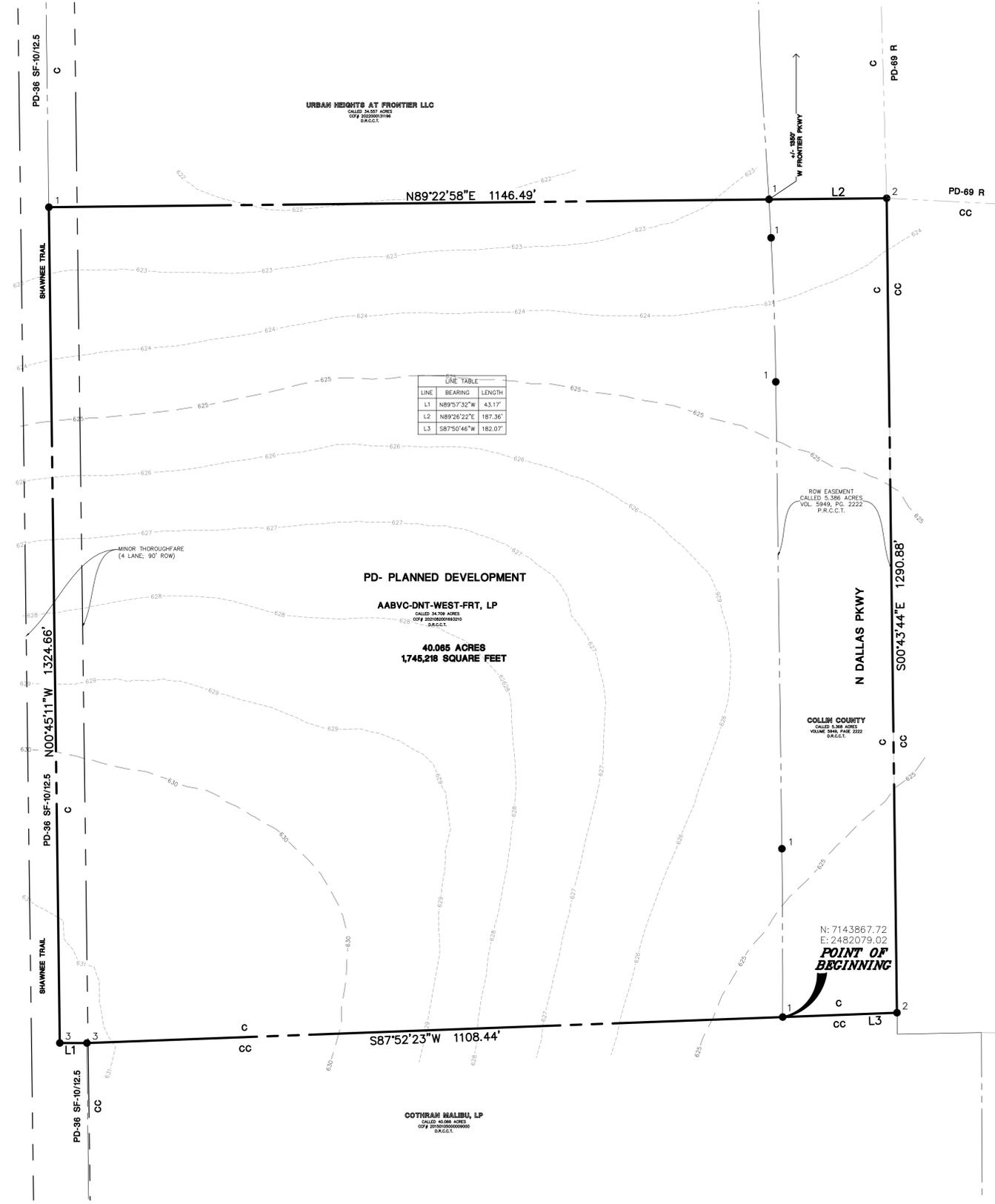
AABVC-DNT-WEST-FRT, LP  
6673 JAMESTOWN ROAD  
FRISCO, TEXAS 75035

## LEGEND

- = EX. PROPERTY LINE
  - = EX. EASEMENT LINE
  - - - = EX. 1 FOOT CONTOURS
  - - - = EX. ZONING LINE
  - 1 = FOUND CAPPED 1/2" IRON ROD STAMPED "PRESTON TRAIL"
  - 2 = FOUND 1/2" IRON ROD
  - 3 = SET YELLOW CAPPED 5/8" IRON ROD STAMPED "MAHNARD CONSULTING"
- D.R.C.C.T. = DEED RECORDS OF COLLIN COUNTY, TEXAS

## SURVEYOR'S NOTES

1. THIS SURVEY IS SUBJECT TO MATTERS OF TITLE, WHICH MAY BE REVEALED BY A CURRENT TITLE REPORT, EASEMENTS, SETBACKS AND OTHER RESTRICTIONS WHICH MAY BE FOUND IN A CURRENT TITLE REPORT, LOCAL ORDINANCES, DEEDS OR OTHER INSTRUMENTS OF RECORD **HAVE NOT BEEN** SHOWN.
2. THIS DOCUMENT WAS PREPARED UNDER 22 TEXAS ADMINISTRATIVE CODE §138.05. DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.
3. THE THOROUGHFARE ALIGNMENT(S) SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATION PURPOSES AND DOES NOT SET THE ALIGNMENT. THE ALIGNMENT IS DETERMINED AT TIME OF FINAL PLAN.
4. THIS EXHIBIT IS NO TO BE CONSTRUED AS A BOUNDARY SURVEY AND IS NOT FOR THE CONVEYANCE OF REAL PROPERTY.



| LINE | BEARING     | LENGTH  |
|------|-------------|---------|
| L1   | N89°57'32"W | 43.17'  |
| L2   | N89°26'22"E | 187.36' |
| L3   | S87°50'46"W | 182.07' |

## BASIS OF BEARINGS

COORDINATES AND BEARINGS ARE BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE (4202).

## LEGAL DESCRIPTION

BEING A 40.065 ACRE TRACT OF LAND SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NUMBER 147, COLLIN COUNTY, TEXAS AND BEING ALL OF THAT CALLED 34.709 ACRE TRACT OF LAND DESCRIBED BY DEED TO AABVC-DNT-WEST-FRT, LP, RECORDED IN COUNTY CLERK'S FILE NUMBER 2021082001693210, DEED RECORDS, COLLIN COUNTY, TEXAS AND ALL OF THAT CALLED 5.386 ACRE TRACT OF LAND DESCRIBED BY DEED TO COLLIN COUNTY, RECORDED IN VOLUME 5949, PAGE 2222, DEED RECORDS, COLLIN COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD WITH CAP STAMPED "PRESTON TRAIL" FOUND AT THE SOUTHWEST CORNER SAID CALLED 34.709 ACRE TRACT, SAID IRON ROD ALSO BEING THE SOUTHWEST CORNER OF SAID CALLED 5.386 ACRE TRACT AND BEING IN THE NORTH LINE OF THAT CALLED 40.066 ACRE TRACT OF LAND DESCRIBED BY DEED TO COTHRAN MALIBU, LP, RECORDED IN COUNTY CLERK'S FILE NUMBER 2015010500009000, DEED RECORDS, COLLIN COUNTY, TEXAS;

THENCE SOUTH 87 DEGREES 52 MINUTES 23 SECONDS WEST, 1108.44 FEET ALONG THE SOUTH LINE OF SAID CALLED 34.709 ACRE TRACT AND SAID NORTH LINE OF THE CALLED 40.066 ACRE TRACT TO A 5/8 INCH IRON ROD WITH CAP STAMPED "MANHARD" SET AT THE NORTHWEST CORNER OF SAID CALLED 40.066 ACRE TRACT;

THENCE NORTH 89 DEGREES 57 MINUTES 32 SECONDS WEST, 43.17 FEET, CONTINUING ALONG SAID SOUTH LINE OF THE CALLED 34.709 ACRE TRACT TO A 5/8 INCH IRON ROD WITH CAP STAMPED "MANHARD" SET AT THE SOUTHWEST CORNER OF SAID CALLED 40.066 ACRE TRACT;

THENCE NORTH 00 DEGREES 45 MINUTES 11 SECONDS WEST, 1324.66 FEET ALONG THE WEST LINE OF SAID CALLED 34.709 ACRE TRACT TO A 1/2 INCH IRON ROD WITH CAP STAMPED "PRESTON TRAIL" FOUND AT THE NORTHWEST CORNER OF SAID CALLED 34.709 ACRE TRACT, SAID IRON ROD ALSO BEING THE SOUTHWEST CORNER OF THAT CALLED 34.557 ACRE TRACT OF LAND DESCRIBED BY DEED TO URBAN HEIGHTS AT FRONTIER LLC, RECORDED IN COUNTY CLERK'S FILE NUMBER 2022000131196, DEED RECORDS, COLLIN COUNTY, TEXAS;

THENCE NORTH 89 DEGREES 22 MINUTES 58 SECONDS EAST, 1146.49 FEET ALONG THE NORTH LINE OF SAID CALLED 34.709 ACRE TRACT AND THE SOUTH LINE OF SAID CALLED 34.557 ACRE TRACT TO A 1/2 INCH IRON ROD WITH CAP STAMPED "PRESTON TRAIL" FOUND AT THE NORTHEAST CORNER OF SAID CALLED 34.709 ACRE TRACT, SAID IRON ROD ALSO BEING THE SOUTHWEST CORNER OF SAID CALLED 5.386 ACRE TRACT AND THE NORTHWEST CORNER OF THE AFOREMENTIONED CALLED 5.386 ACRE TRACT;

THENCE NORTH 89 DEGREES 26 MINUTES 22 SECONDS EAST, 187.36 FEET ALONG THE NORTH LINE OF SAID CALLED 5.386 ACRE TRACT TO A 1/2 INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID CALLED 5.386 ACRE TRACT;

THENCE SOUTH 00 DEGREES 43 MINUTES 44 SECONDS EAST, 1290.88 FEET ALONG THE EAST LINE OF SAID CALLED 5.386 ACRE TRACT TO A 1/2 INCH IRON ROD FOUND AT THE SOUTHWEST CORNER OF SAID CALLED 5.386 ACRE TRACT, SAID IRON ROD ALSO BEING IN THE NORTH LINE OF THE AFOREMENTIONED CALLED 40.066 ACRE TRACT;

THENCE SOUTH 87 DEGREES 50 MINUTES 46 SECONDS WEST, 182.07 FEET ALONG THE SOUTH LINE OF SAID CALLED 5.386 ACRE TRACT AND SAID NORTH LINE OF THE CALLED 40.066 ACRE TRACT TO THE POINT OF BEGINNING AND CONTAINING 1,745,218 SQUARE FEET OR 40.065 ACRES OF LAND, MORE OR LESS.



# EXHIBIT A

40.065 ACRES OF LAND IN THE COLLIN C.S.L. SURVEY, ABSTRACT NUMBER 147, COLLIN COUNTY, TEXAS  
NOVEMBER 01, 2022

TOWN OF PROSPER PROJECT NO: \_\_\_\_\_

Prosper Mixed-Use Master Plan 11/7/2022 1

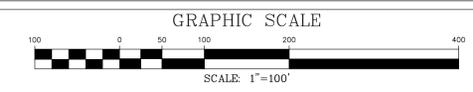


Exhibit "A"

BEING a 40.065 acre tract of land situated in the Collin County School Land Survey, Abstract number 147, Collin County, Texas and being all of that called 34.709 acre tract of land described by deed to AABVC-DNT-West-FRT, LP, recorded in County Clerk's File Number 2021082001693210, Deed Records, Collin County, Texas and all of that called 5.368 acre tract of land described by deed to Collin County, recorded in Volume 5949, Page 2222, Deed Records, Collin County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod with cap stamped "PRESTON TRAIL" found at the southeast corner said called 34.709 acre tract, said iron rod also being the southwest corner of said called 5.386 acre tract and being in the north line of that called 40.066 acre tract of land described by deed to Cothran Malibu, LP, recorded in County Clerk's File Number 20150105000009000, Deed Records, Collin County, Texas;

THENCE South 87 degrees 52 minutes 23 seconds West, 1108.44 feet along the south line of said called 34.709 acre tract and said north line of the called 40.066 acre tract to a 5/8 inch iron rod with cap stamped "MANHARD" set at the northwest corner of said called 40.066 acre tract;

THENCE North 89 degrees 57 minutes 32 seconds West, 43.17 feet, continuing along said south line of the called 34.709 acre tract to a 5/8 inch iron rod with cap stamped "MANHARD" set at the southwest corner of said called 34.709 acre tract;

THENCE North 00 degrees 45 minutes 11 seconds West, 1324.66 feet along the west line of said called 34.709 acre tract to a 1/2 inch iron rod with cap stamped "PRESTON TRAIL" found at the northwest corner of said called 34.709 acre tract, said iron rod also being the southwest corner of that called 34.557 acre tract of land described by deed to Urban Heights at Frontier LLC, recorded in County Clerk's File Number 2022000131196, Deed Records, Collin County, Texas;

THENCE North 89 degrees 22 minutes 58 seconds East, 1146.49 feet along the north line of said called 34.709 acre tract and the south line of said called 34.557 acre tract to a 1/2 inch iron rod with cap stamped "PRESTON TRAIL" found at the northeast corner of said called 34.709 acre tract, said iron rod also being the southeast corner of said called 34.557 acre tract and the northwest corner of the aforementioned called 5.386 acre tract;

THENCE North 89 degrees 26 minutes 22 seconds East, 187.36 feet along the north line of said called 5.386 acre tract to a 1/2 inch iron rod found at the northeast corner of said called 5.386 acre tract;

THENCE South 00 degrees 43 minutes 44 seconds East, 1290.88 feet along the east line of said called 5.386 acre tract to a 1/2 inch iron rod found at the southeast corner of said called 5.386 acre tract, said iron rod also being in the north line of the aforementioned called 40.066 acre tract;

THENCE South 87 degrees 50 minutes 46 seconds West, 182.07 feet along the south line of said called 5.386 acre tract and said north line oof the called 40.066 acre tract to the POINT OF BEGINNING and containing 1,745,218 square feet or 40.065 acres of land, more or less.



Jeremy Luke Deal  
Registered Professional Land Surveyor  
Texas Registration Number 5696



**PLANNED DEVELOPMENT NO. 119****EXHIBIT B—Planned Development Purpose and Intent:**

This planned development is intended to provide for and encourage development that contains a compatible mix of residential, office, and commercial uses within close proximity to each other, rather than separating uses.

The use provisions define land uses and the siting and character of the improvements and structures allowed on the land in a manner that encourages a balanced and sustainable mix of uses. These uses may be combined either vertically in the same building, or horizontally in multiple buildings, or through a combination of the two.

Additionally, the standards are intended to promote an efficient pedestrian-access network that connects the nonresidential and residential uses. The planned development generally addresses the physical relationship between development and adjacent properties, public streets, neighborhoods, and the natural environment. This is accomplished by the following;

- Ensuring buildings relate appropriately to surrounding developments and streets which create cohesive visual identity and attractive street scenes.
- Ensuring site design promotes efficient pedestrian and vehicle circulation patterns.
- Ensuring the creation of high-quality street and sidewalk environments that are supportive of pedestrian mobility and that are appropriate to the roadway context.
- Ensuring large sites are developed in a manner that supports and encourages connectivity and creates a cohesive visual identity and attractive street scene.

In order to implement this vision, the standards affecting development are intended to be consistent with the overall goal. To accomplish this goal, the area has been subdivided into a series of sub-districts with development restrictions that will be necessary to achieve their collective individuality.

The purpose of sub-district requirements is to define the character of new development within each sub-district. They have been carefully designed to allow enough flexibility for creative building solutions, while being prescriptive in areas necessary to preserve consistency throughout the development.

**EXHIBIT C—Sub-District Regulations:****Development Plans****Concept Plan:**

- A. The tract shall be developed in general accordance with the attached concept plan, set forth in Exhibits D2, D3, and D4.
- B. Triggers
  - a. Neighborhood Sub-District:
    - i. Development shall be phased such that all of the townhomes will have certificates of occupancy prior to commencing work within the Highway Sub-District.
    - ii. Development shall be phased such that at minimum one (1) retail building, as identified on Exhibit D.2 as either Lot 4 or Lot 2 Block 1, shall have obtained a Certificate of Occupancy prior to construction.
  - b. Highway Sub-District:
    - i. Street Section D, as shown on Exhibit D.3, shall be built with Block D, Lots 1 and 2.
- C. Where conflicts may arise between Exhibit C and Exhibit D, Exhibit C shall govern.

**Elevations:**

- A. The tract shall be developed in general accordance with the attached elevations, set forth in Exhibits F.

**Administrative:**

- A. The property owner's association (POA) shall be approved by town staff.

## HIGHWAY SUB-DISTRICT

## HIGHWAY SUB-DISTRICT

### Purpose & Intent

The purpose of the Highway Sub-District is to encourage the creation of a pedestrian-oriented, vertically integrated, mixed-use, urban environment, providing shopping, employment, housing, business, and personal services. This sub-district promotes an efficient, compact land use pattern; encouraging pedestrian activity; reducing the reliance on private automobiles within the district; promoting a functional and attractive community using urban design principles; and allowing developers flexibility in land use and site design.

The Highway Sub-District is to be an area with a mixture of intense uses. Buildings are close to and oriented toward the street. There is a connected street pattern, shared parking, and pedestrian amenities.

### Site Criteria

#### A. Size of Yards:

1. Minimum Front Yard
  - a. On Dallas North Tollway: Fifty (50) feet.
  - b. On all other streets: Ten (10) feet.
2. Minimum Side Yard: Zero (0) feet.
3. Minimum Rear Yard: Zero (0) feet.

B. Build-to-Line: On streets with on-street parking, a build-to-line shall be required. A -build-to-line- is a line parallel to a public or private street where the primary facade of the building must be built to.

1. Buildings with non-residential uses on the first floor: A build- to-line shall be established at the minimum front yard setback. The primary facade shall be continuous along a block face and at least 70% shall be located within 5' of the build-to-line.
2. Buildings with residential uses on the first floor: The primary facade of a residential dwelling shall be built 10' to 15' from the property line. Stairs, stoops, and elevated patios shall be allowed within the front setback. Any land remaining in the setback shall be landscaped with plant materials other than grass and shall be irrigated per the requirements established.

#### C. Size of Lots:

1. Minimum Size of Lot Area: Twenty Thousand (20,000) square feet
2. Minimum Lot Width: Fifty (50) feet.
3. Minimum Lot Depth: Sixty (60) feet.

D. Maximum Lot Coverage: One hundred (100) percent, subject to Detention and Open Space.

E. Floor Area Ratio: Maximum 10.0:1.

F. Housing: The following performance standards shall apply to residential development.

1. For the purposes of this Sub-District, Apartment and Condominiums are considered Multifamily and shall be defined as follows:

- a. Apartments- a predominantly residential building in which each unit is leased by the owner to an individual entity.
- b. Condominiums- a predominantly residential building in which each unit is owned by an individual entity.

2. The maximum density allowed shall be no more than seven hundred and thirty (730) units within the Highway Sub-District. Studio, One, Two, and Three Bedroom units shall be a minimum of 650 square feet.

- a. Apartments shall be no more than five hundred (500) units.
  - i. There shall be no more than 325 Studios and One-Bedroom units.
  - ii. There shall be no more than 165 two-bedroom units.
  - iii. There shall be no more than 10 three-bedroom units.
- b. Condominiums shall be no more than two hundred thirty (230) units.
  - i. There shall be at least 60% Studios and One-Bedroom units.
  - ii. There shall be no more than 40% Two and Three-Bedroom units.

3. Where first-floor square footage of the Highway Subdistrict shall be used for non-residential uses, the following provisions for retail use shall apply.

Retail, for the sake of this subsection shall include beauty salon/barber shop, commercial amusement (indoor), furniture/ home furnishings store, gymnastics/dance studio, health/fitness center, museum/art gallery, restaurant (without drive-thru/drive-in service), retail store and shops, retail service/incidental use, and theatre.

- a. Office: minimum 25% retail use.
- b. Residential
  - i. Apartments: minimum 50% retail use.
  - ii. Condominiums: minimum 0% retail use.
- c. Hotel: minimum 25% retail use.

4. Apartment buildings shall have a setback of Two Hundred Fifty (250) feet from the Dallas North Tollway (DNT).

G. Parking:

- 1. The number of parking spaces provided for uses shall be in accordance with the breakdown established in the GENERAL REQUIREMENTS section of these standards.
- 2. Required parking shall be located and maintained anywhere within the PD No. 119, including all sub-districts.

- a. Where Townhome uses are concerned, parking may not be shared.
- 3. On-street parking and shared parking anywhere within the PD No. 119, including all sub-districts, except for Townhome uses, may be counted towards meeting the off-street parking requirement for any use within the sub-district.
- 4. Where on-street parking is provided, angled, as well as parallel parking shall be permitted as depicted in exhibit D street sections.
- 5. Where on-street parking is provided, vehicle maneuvering shall be allowed within the Public & Emergency Access Easement.
- 6. When structured garages are provided, adequate access from public rights-of-way via private drives and/or access easements shall be made readily available.
- 7. Parking spaces that face and are adjacent to a building shall utilize curbs, wheel stops, and/or bollards.
- 8. Speed bumps/humps are not permitted within a fire lane nor public roads.
- 11. Dead-end parking aisles are not permitted in surface parking lots.
- 12. In the case of mixed uses, parking spaces may be shared.
- 13. For all residential uses, a minimum of eighty percent (80%) of parking shall be contained in a structured parking garage.

#### H. Service Equipment and Areas:

- 1. Loading docks, truck parking, trash collection, trash compaction, and other service functions shall be incorporated into the overall design of the building or placed behind or on the side of a building. On corner lots, these areas should be located behind the buildings. All solid waste trash collection structures shall be designed to accommodate the Town's current trash service provider. This includes, but not limited to, minimum dumpster enclosure requirements, approach geometry and other features for operational needs.
- 2. Transformers, HVAC equipment (if located at the ground level), private utility meters, and other machinery, where practical, should be located at the rear of the property.
  - a. Public water meters shall be located within easements, outside of pavement, and adjacent (within 2-5 feet) to Public & Emergency Access Easement or dedicated fire lanes that include utility easements.

#### I. Screening:

- 1. Service equipment and areas shall be screened so the visual impacts of these functions are fully contained and out of view from adjacent properties and public streets to the extent that screening is allowed by utility providers.
- 2. Solid waste collection and loading areas shall be located to minimize visibility. These areas shall be screened, at minimum, by a eight (8) foot high wall built with the same materials as used for the principal building, or an otherwise approved solid masonry material. Trash dumpsters shall have a metal gate or door equal in height or the height of the wall, which shall

generally always remain closed. Waste collection and loading area walls shall include shrubbery as to screen walls from the public realm.

3. Where rooftop-mounted mechanical equipment is not screened from view at a point twenty feet above ground level at the property line, alternative forms of screening are required, and may be constructed of metal, acrylic, or a similar material, subject to approval by the Director of Development Services.

J. Fencing: Fencing is allowed between the primary facade of the building and the property line. In the above instances the fence shall be no greater than forty-two (42) inches in height. Fencing is restricted to wrought iron, tubular steel or similar material, or masonry. The masonry portion of any fence in front of a building shall be no higher than three (3) feet. The masonry portion of the fence must be at least 30% open in construction for each residential unit or retail/restaurant/office/service lease space. Each residential unit or retail/restaurant/office/service lease space must have an operable gate that opens to the street.

K. Streets and Sight Triangles:

1. For plantings within ten (10) feet of any public street intersection, shrubs and groundcover shall not exceed two (2) feet in height and tree branching shall provide seven (7) feet of clearance measured from the top of the ground surface to the first branch along the tree trunk.
2. Root barriers shall be installed where street trees are planted within 5 feet of pavement within Public & Emergency Access Easement.

Nothing contained herein shall vary or supersede public safety requirements of the Town of Prosper as set forth in the Uniform Fire Code and other applicable laws, rules, and regulations of the Town of Prosper.

L. Landscaping: The standards and criteria contained in this Section are the minimum standards for all new development. Where the regulations of this Section conflict with the Town of Prosper Zoning Ordinance or the Dallas North Tollway (DNT) Guidelines, the regulations of this Section shall apply. Unless specifically identified in this Section, new developments shall comply with the landscape standards established in the Town of Prosper Zoning Ordinance and the Dallas North Tollway (DNT) Guidelines as of the date of adoption of this ordinance or as amended.

1. Any non-structured, off-street, surface parking that contains twenty (20) or more spaces shall provide interior landscaping as follows:
  - a. All landscaped areas shall be protected by a raised six (6) inch concrete curb. Pavement shall not be placed closer than four (4) feet from the trunk of a tree unless a Town approved root barrier is utilized.
  - b. Landscaped islands shall be located at the terminus of all parking rows, except for on-street parking, and shall contain at least one (1) large tree, three (3) inch caliper minimum, with no more than fifteen (15) parking spaces permitted in a continuous row without being interrupted by a landscape island.
  - c. Landscaped islands shall be a minimum of one hundred sixty (160) square feet, not less than nine (9) feet wide, measured from the inside face of curb, and a length equal to the abutting space.

- d. All above grade utilities and trash enclosures in landscape areas shall be screened with evergreen plant material.
- e. For streets with on-street parking, trees shall be installed against the curb, within the sidewalk, in four (4) foot by four (4) foot areas with metal grates consistent with the development. 2. Permanent irrigation shall be provided for all required landscaping as follows:
  - a. Irrigation lines for perimeter landscaping shall be placed a minimum of two and one-half (2'-6") feet from a town sidewalk or alley. Reduction of this requirement is subject to review and approval by the Assistant Town manager or their designee.
  - b. Trees shall be irrigated with bubbler irrigation. Shrubs and groundcover shall be irrigated with in ground drip irrigation. Turf lawn shall be irrigated with spray irrigation.
  - c. Rain/Freeze sensors shall be installed on all irrigation systems.
- 3. Drought tolerant and/or native plants from the Town's approved plant list are required for compliance. Other species may be utilized with approval from the Town as part of the Final Site Plan process.
  - a. Trees in sidewalks adjacent to on-street parking will be specifically selected with approval from the Town.
- 4. All Landscape areas to be kept free of weeds, invasive plant species, and trash.
- 5. Synthetic turf may be permitted so long as it is not visible from the public rights-of-way.

### **Building Criteria**

The standards and criteria contained in this Section are the minimum standards for all new development. The regulations of this Section shall govern where the regulations of this Section conflict with the Town of Prosper Zoning Ordinance.

A. Tri-partite Architecture: All multi-story, mixed use buildings shall be designed and constructed in tri-partite architecture (having a distinct base, middle, and top) or an alternative, scale appropriate architectural treatment.

#### **B. Building Height**

- 1. Maximum Building Height: Eight (8) stories.
  - a. Architectural embellishments not intended for human occupancy that are integral to the architectural style of the buildings, including spires, belfries, towers, cupolas, domes, and roof forms whose area in plan is no greater than 23% of the first-floor footprint may exceed the height limits by up to twenty (20) feet.
  - b. Mechanical equipment, including mechanical/elevator equipment penthouse enclosures, ventilation equipment, antennas, chimneys, exhaust stacks and flues, fire sprinkler tanks, and other similar constructions may extend up to twenty (20) feet above the actual building height, provided that: 1) they are setback from all exterior walls a

distance at least equal to the vertical dimension that such item(s) extend(s) above the actual building height, or 2) the exterior wall and roof surfaces of such items that are set back less than the vertical dimension above the actual building are to be constructed as architecturally integral parts of the building facade(s) or as architectural embellishments as described above. Mechanical equipment shall not be visible from the public right-of-way, measured at six (6) feet above finish grade at the Public & Emergency Access Easement line.

2. Minimum Building Height by use type:

- a. Office: four (4) story.
- b. Multifamily
  - i. Apartments: four (4) story.
  - ii. Condominiums: four (4) story.
- c. Hotel: four (4) story
- d. Retail: one (1) story.

3. Maximum Building Height shall be governed by the Building Height Setbacks outlined below.

- a. Building Height Setback One shall extend from the eastern property line at Dallas North Tollway to a line three hundred fifty (350) feet to the west. Building Height Setback One shall have a maximum height of eight (8) stories or one hundred sixty (160) feet.
- b. Building Height Setback Two shall extend from the western boundary of Building Setback One to the Neighborhood Sub-District boundary. Building Height Setback Two shall have a maximum height of five (5) stories or one hundred (100) feet.

C. Building Materials:

- 1. brick, natural and manufactured stone, curtain wall and window wall glazing, and cementitious panel system shall be considered primary materials. Primary materials shall comprise of at least seventy-five percent (75%) of each elevation, exclusive of doors and windows. Where cementitious panel is applied, it shall be limited to no more than 50% of a building's material. Non-primary, or secondary materials, may include stucco and metal panel systems.
  - a. Where Multifamily is concerned, primary materials shall be limited to brick, natural and manufactured stone, and cementitious panel system.
- 2. Only primary building materials are allowed on the first floor with the exception of cementitious panels. For purposes of this section, the first floor shall be at least fourteen (14) feet high and, at minimum, 90% shall be constructed of masonry cladding.
- 3. All buildings shall be architecturally finished on all sides with articulation, detailing, and features. Architectural articulation, detailing, and features are not required for facades adjacent to a building or parking garage.

#### D. Window Areas:

1. For buildings which front on streets with on-street parking and contain non-residential uses on the ground floor, a minimum of thirty (30) percent of the ground floor facade shall be windows.
  - a. Clear glass is required in all non-residential storefronts. Smoked, reflective, or black glass that blocks two-way visibility is only permitted above the first story.
  - b. pink or gold glass shall be prohibited.

#### E. Building Entries:

1. Main building entries shall be highlighted using such techniques as building articulation and/or entry canopies so they are obvious to pedestrians and motorists.
2. Each building and separate lease space at grade along the street edge shall have a functioning Primary Entry from the sidewalk. Corner entries may count as a Primary Entry for both intersecting street fronts.

#### F. Awnings, canopies, Arcades, & Overhangs:

1. Structural awnings are encouraged at the ground level to enhance articulation of the building volumes.
2. The material of awnings and canopies shall be architectural materials that complement the building.
3. Awnings shall not be internally illuminated.
4. Canopies should not exceed one hundred (100) linear feet without a break of at least five (5) feet.
5. Canopies and awnings shall respect the placement of street trees and lighting.

#### G. Building Articulation:

1. That portion of the building where retail or service uses take place on the first floor shall be accentuated by including awnings or canopies, different building materials, or architectural building features.
2. Building facades fronting both streets and driveways should have massing changes and architectural articulation to provide visual interest and texture and reduce large areas of undifferentiated building facade. Design articulation should employ changes in volume and plane. Architectural elements including projecting volumes, windows, balconies, loggias, canopies, pediments, and moldings that break up the mass of the building are encouraged.

#### H. Above Grade Structured Parking:

1. Where parking garages are within views of public streets, openings in parking garages shall not exceed 55% of the facade area. The portion of the parking garage that is visible from the street shall have an architecturally finished facade compatible with the surrounding buildings.

2. It is the intent of this provision that the facades of surrounding buildings and the facades of any parking structures within view of public streets shall be visually similar, with construction materials being compatible.

3. Entries and exits to and from parking structures shall be clearly marked for both vehicles and pedestrians by materials, lighting, signage, etc., to ensure pedestrian safety on sidewalks.

#### I. Projections into Setbacks and/or Rights-of-Way:

The following projections shall be permitted into a building setback or Public & Emergency Access Easement as allowed below, provided that 1) no projection shall be permitted into a building setback or right-of-way of Dallas North Tollway; 2) such projections do not extend over the traveled portion of a roadway; 3) the property owner has assumed liability related to such projections; 4) the property owner shall maintain such projection in a safe and non-injurious manner; 5) no projections allowed over franchise utility corridors unless the projection is thirteen and one half (13.5) feet above finish grade; and 6) no projections allowed over public utility where located within a fire lane or public utility easement.

1. Ordinary building projections, including, but not limited to water tables, sills, belt courses, pilasters, and cornices may project up to twenty-four (24) inches beyond a building face or architectural projection into the setback, but not the Public & Emergency Access Easement.

2. Business signs and roof eaves may project up to ten (10) feet beyond the building face or architectural projection into the setback, but not the Public & Emergency Access Easement.

3. Architectural projections, including balconies, bays, towers, and oriels; show windows (1st floor only); below grade vaults and areaways; and elements of a nature similar to those listed; may project up to ten (10) feet beyond the building face into the setback, but not the Public & Emergency Access Easement.

4. Canopies and/or awnings may project from the building face over the entire setback. Additionally, they may be extended into the Public & Emergency Access Easement to be within eight (8) inches of the back of curb if used to provide a covered walkway to a building entrance and as long as any canopy/awning support is no closer than twenty-four (24) inches from the back of curb and does not extend over any fire lane or public utility easement.

5. Below-grade footings approved in conjunction with building permits.

#### Permitted Uses

Schedule of Permitted Business Establishments for the Dallas North Tollway District: Uses followed by an -S- are permitted by Specific Use Permit. Uses followed by a -C- are permitted subject to conditional development standards located in the Town's Zoning Ordinance as it exists or may be amended.

Administrative, Medical, Insurance or Professional Office

Antique Shop

Automobile Paid Parking Lot/Garage

Automobile Parking Lot/Garage  
Bank, Savings and Loan, or Credit Union (Drive-Thru not permitted)  
Beauty Salon/Barber Shop as an Incidental Use  
Big Box (S)  
Building Material and Hardware Sales, Major (S)  
Business Service  
Catering Business  
Child Care Center, Incidental (Care of Children of Employees in the Building)  
Civic/Convention Center  
College, University, Trade, or Private Boarding School  
Commercial Amusement, Indoor (S)  
  
Food Truck Park (C)  
Furniture, Home Furnishings and Appliance Store  
Governmental Office  
Gymnastics/Dance Studio (S)  
Health/Fitness Center (S)  
Helistop (S)  
Hospital  
Hotel, Full Service (C)  
House of Worship  
Massage Therapy, Licensed as an Incidental Use  
Meeting/Banquet/Reception Facility (S)  
Mobile Food Vendor (S)  
Multifamily  
Municipal Uses Operated by the Town of Prosper  
Museum/Art Gallery  
  
Park or Playground

Print Shop, Minor

Private Club (C)

Private Utility, Other Than Listed (S)

Research and Development Center (S)

Restaurant without Drive-thru or Drive-in Service (C)

Retail Stores and Shops

Retail/Service Incidental Use

School, Private or Parochial (S)

School, Public

Temporary Buildings for Churches, Public Schools and Governmental Agencies (S)

Theater, Neighborhood

Theater, Regional

Winery (enclosed operations)

Wireless Communications and Support Structures (Cell Tower) (S)

## NEIGHBORHOOD SUB-DISTRICT

## NEIGHBORHOOD SUB-DISTRICT

### Purpose & Intent

The purpose of the Neighborhood Sub-District is to provide for a variety of developments in a suburban type setting which will provide residential units and supporting retail space.

### Site Criteria

#### A. Size of Yards:

##### 1. Townhomes (lots shall be fee-simple)

- i. Minimum Front Yard: Ten (10) feet.
- ii. Minimum Side Yard: Zero (0) feet.
- iii. Minimum Rear Yard: Twenty (20) feet.
- iv. Maximum Building Height: Thirty-Five (35) feet (as measured from the finish floor to the top plate), or three (3) stories.
- v. Minimum Dwelling Area: One Thousand (1,000) square feet.
- vi. Minimum Building Separation: Twenty (20) feet.
- vii. Maximum Units Per Building: six (6) units

##### 2. Commercial

- i. Minimum Front Yard: Ten (10) feet.
- ii. Minimum Side Yard: Five (5) feet.
- iii. Minimum Rear Yard: Five (5) feet.
- iv. Maximum Building Height: Forty-five (45) Feet (as measured from the finish floor to the top plate), or three (3) stories

B. Build-to-Line: On streets with on-street parking, a build-to-line shall be required. A -build-to-line- is a line parallel to a public or private street where the primary facade of the building must be built to.

- 1. Buildings with non-residential uses on the first floor: A build- to-line shall be established at the minimum front yard setback. The primary facade shall be continuous along a block face and at least 70% shall be located within 5' of the build-to-line.
- 2. Buildings with residential uses on the first floor: The primary facade of a residential dwelling shall be built 10' to 15' from the property line. Stairs, stoops, and elevated patios shall be allowed within the front setback. Any land remaining in the setback shall be landscaped with plant materials other than grass and shall be irrigated per the requirements established.
- 3. Residential lots may front on public or private open space or a property owner's association lot.

#### C. Size of Lots:

- 1. Minimum Size of Lot Area: Three thousand (3,000) square feet
- 2. Minimum Lot Width: Twenty (20) feet.

3. Minimum Lot Depth: Sixty (60) feet.

D. Maximum Lot Coverage: One Hundred (100) percent. Parking structures and surface parking facilities shall be excluded from lot coverage computations.

E. Floor Area Ratio: Maximum 5.0:1.

F. Housing: The following performance standards shall apply to residential development.

1. The maximum density allowed shall be sixty (60) units within the Neighborhood Sub-District.

2. The minimum number of townhome units shall be forty-two (42) units.

G. Maximum Floor Area Per Building: Twenty thousand (20,000) square feet.

H. Parking:

1. The number of parking spaces provided for uses shall be in accordance with the breakdown established in the GENERAL REQUIREMENTS section of these standards.

2. Required parking shall be located and maintained anywhere within the PD No. 119, including all sub-districts.

a. Where Townhome uses are concerned, parking may not be shared.

3. On-street parking anywhere within the PD No. 119, including all sub-districts, except for Townhome uses, may be counted towards meeting the off-street parking requirement for any use within the sub-district.

4. Where on-street parking is provided, angled, as well as parallel parking shall be permitted.

5. Where on-street parking is provided, vehicle maneuvering shall be allowed within the Public & Emergency Access Easement.

6. When structured garages are provided, adequate access from public rights-of-way via private drives and/or access easements shall be made readily available.

7. Parking spaces that face and are adjacent to a building shall utilize curbs, wheel stops, and/or bollards.

8. Speed bumps/humps are not permitted within a fire lane.

9. Dead-end parking aisles are not permitted in surface parking lots.

10. In the case of mixed uses, uses may share parking spaces.

I. Service Equipment and Areas:

1. Loading docks, truck parking, trash collection, trash compaction, and other service functions shall be incorporated into the overall design of the building or placed behind or on the side of a building. On corner lots, these areas should be located behind the buildings. All solid waste trash collection structures shall be designed to accommodate the Town's current trash service provider. This includes, but not limited to, minimum dumpster enclosure requirements, approach geometry and other features for operational needs.

2. Transformers, HVAC equipment (if located at the ground level), private utility meters, and other machinery, where practical, should be located at the rear of the property.

- a. Public water meters shall be located within easements, outside of pavement, and adjacent (within 2-5 feet) to Public & Emergency Access Easement or dedicated fire lanes that include utility easements.

J. Screening:

1. Service equipment and areas shall be screened so the visual impacts of these functions are fully contained and out of view from adjacent properties and public streets, provided public utility providers allow for screening.
2. Solid waste collection and loading areas shall be located to minimize visibility. These areas shall be screened by a eight (8) foot high wall built with the same materials as used for the principal building, or an otherwise approved solid masonry material. Trash dumpsters shall have a metal gate or door equal in height or the height of the wall, which shall generally remain closed at all times. Waste collection and loading area walls shall include shrubbery as to screen walls from the public realm.
3. Where rooftop-mounted mechanical equipment is not screened from view at a point twenty feet above ground level at the property line, alternative forms of screening are required, and may be constructed of metal, acrylic, or a similar material, subject to approval by the Director of Development Services.

K. Fencing: Fencing is allowed between the primary facade of the building and the property line. In the above instances the fence shall be no greater than forty-two (42) inches in height. Fencing is restricted to wrought iron, tubular steel or similar material, or masonry. The masonry portion of any fence in front of a building shall be no higher than three (3) feet. The masonry portion of the fence must be at least 30% open in construction for each residential unit or retail/restaurant/office/service lease space. Each residential unit or retail/restaurant/office/service lease space must have an operable gate that opens to the street.

L. Streets and Sight Triangles: Within the Neighborhood Sub-District the following street design standards shall apply. Except as provided herein, no sight triangle shall be required. Adequate sight distance will be provided at all intersections through the use of appropriate traffic control devices. Sight triangles, per the Town of Prosper's requirements, for vehicles exiting the development for both public streets and private driveways shall be provided at intersections with Shawnee Trail.

1. For plantings within ten (10) feet of any public street intersection, shrubs and groundcover shall not exceed two (2) feet in height and tree branching shall provide seven (7) feet of clearance measured from the top of the ground surface to the first branch along the tree trunk.

Nothing contained herein shall vary or supersede the public safety requirements of the Town of Prosper as set forth in the Uniform Fire Code and other applicable laws, rules, and regulations of the Town of Prosper.

M. Landscaping: The standards and criteria contained in this Section are the minimum standards for all new development. Where the regulations of this Section conflict with the Town of Prosper Zoning Ordinance or the Dallas North Tollway (DNT) Guidelines, the regulations of this Section shall apply. Unless specifically identified in this Section, new developments shall comply with the landscape

standards established in the Town of Prosper Zoning Ordinance and the Dallas North Tollway (DNT Guidelines as of the date of adoption of this ordinance or as amended.

1. Any non-structured, off-street, surface parking that contains twenty (20) or more spaces shall provide interior landscaping as follows:
  - a. All landscaped areas shall be protected by a raised six (6) inch concrete curb. Pavement shall not be placed closer than four (4) feet from the trunk of a tree unless a Town approved root barrier is utilized.
  - b. Landscaped islands shall be located at the terminus of all parking rows, except for on-street parking, and shall contain at least one (1) large tree, three (3) inch caliper minimum, with no more than fifteen (15) parking spaces permitted in a continuous row without being interrupted by a landscape island.
  - c. Landscaped islands shall be a minimum of one hundred sixty (160) square feet, not less than nine (9) feet wide, measured from the inside face of curb, and a length equal to the abutting space.
  - d. All above grade utilities and trash enclosures in landscape areas shall be screened with evergreen plant material.
  - e. For streets with on-street parking, trees shall be installed against the curb, within the sidewalk, in four (4) foot by four (4) foot areas with metal grates consistent with the development.
2. Except for the landscape easement adjacent to the deceleration lane on Shawnee Trail, the landscape easement within the POA Lot adjacent to Shawnee Trail will be a minimum of twenty-five (25) feet.
3. Permanent irrigation shall be provided for all required landscaping as follows:
  - a. Irrigation lines for perimeter landscaping identified in (1) above, shall be placed a minimum of two and one-half (2'-6") feet from a town sidewalk or alley. Reduction of this requirement is subject to review and approval by Executive Director of Development and Community Services.
  - b. Trees shall be irrigated with bubbler irrigation. Shrubs and groundcover shall be irrigated with in ground drip irrigation. Turf lawn shall be irrigated with spray irrigation.
  - c. Rain/Freeze sensors shall be installed on all irrigation systems.
4. Drought tolerant and/or native plants from the Town's approved plant list are required for compliance. Other species may be utilized with approval from the Town as part of the Final Site Plan process.
  - a. Trees in sidewalks adjacent to on-street parking will be specifically selected with approval from the Town.
4. All Landscape areas to be kept free of weeds, invasive plant species, and trash.
5. Synthetic turf may be permitted so long as it is not visible from the public rights-of-way.

N. Amenities: Public amenities shall be constructed after Certificates of Occupancy are issued for townhomes and before other buildings.

### **Building Criteria**

The standards and criteria contained in this Section are the minimum standards for all new development. The regulations of this Section shall govern where the regulations of this Section conflict with the Town of Prosper Zoning Ordinance.

#### **A. Maximum Building Height:**

1. Three (3) stories.
2. Architectural embellishments not intended for human occupancy that are integral to the architectural style of the buildings, including spires, belfries, towers, cupolas, domes, and roof forms whose area in plan is no greater than 25% of the first-floor footprint may exceed the height limits by up to ten (10) feet.
3. Mechanical equipment, including mechanical/elevator equipment penthouse enclosures, ventilation equipment, antennas, chimneys, exhaust stacks and flues, fire sprinkler tanks, and other similar constructions may extend up to ten (10) feet above the actual building height, provided that: 1) they are setback from all exterior walls a distance at least equal to the vertical dimension that such item(s) extend(s) above the actual building height, or 2) the exterior wall and roof surfaces of such items that are set back less than the vertical dimension above the actual building are to be constructed as architecturally integral parts of the building facade(s) or as architectural embellishments as described above. Mechanical equipment shall not be visible from the Public & Emergency Access Easement, measured at six (6) feet above finished grade at the Public & Emergency Access Easement line.

#### **B. Building Materials:**

1. brick, natural and manufactured stone, curtain wall and window wall glazing, and cementitious panel system shall be considered primary materials. Primary materials shall comprise at least seventy-five (75) percent of each elevation, exclusive of doors and windows.
  - a. Townhomes shall be constructed of no less than 75% brick masonry, calculated from the aggregate of the front, rear and side elevations.
2. Only primary building materials are allowed on the first floor excluding cementitious panel systems, exclusive of doors, windows, and their accompanying frames. For purposes of this section, the first floor shall be at least nine (9) feet high.
3. All buildings shall be architecturally finished on all sides with articulation, detailing, and features. Architectural articulation, detailing, and features are not required for facades adjacent to a building or parking garage.

### C. Windows:

1. For buildings which front on streets with on-street parking and contain non-residential uses on the ground floor, a minimum of thirty (30) percent of the ground floor facade shall be windows.

a. Clear glass is required in all non-residential storefronts. Smoked, reflective, or black glass that blocks two-way visibility is only permitted above the first story.

b. pink or gold glass shall be prohibited.

2. For buildings which front on streets, and contain residential uses, a minimum of thirty (30) percent of the facade shall be windows.

D. Horizontal articulation: No building wall shall extend for a distance equal to four (4) times the wall's height without having an off-set equal to 25% of the wall's height. The new plane shall then extend for a distance equal to at least 25% of the maximum length of the first plane.

E. Building Entries: Main building entries shall be highlighted using such techniques as building articulation and/or entry canopies so they are obvious to pedestrians and motorists.

### F. Above Grade Structured Parking:

1. Where parking garages are within views of streets, openings in parking garages shall not exceed 53% of the facade area. The portion of the parking garage that is visible from the street shall have an architecturally finished facade compatible with the surrounding buildings.

2. Entries and exits to and from parking structures shall be clearly marked for both vehicles and pedestrians by materials, lighting, signage, etc., to ensure pedestrian safety on sidewalks.

### G. Projections into Setbacks and/or Rights-of-Way:

The following projections shall be permitted into a building setback or Public & Emergency Access Easement as allowed below, provided that 1) no projection shall be permitted into a building setback or right-of-way of Shawnee Trail; 2) such projections do not extend over the traveled portion of a roadway; 3) the property owner has assumed liability related to such projections; and 4) the property owner shall maintain such projection in a safe and non-injurious manner; and 5) no projections allowed over franchise utility corridors unless the projection is thirteen and one half (13.5) feet above finish grade; and 6) no projections allowed over public utility where located within a fire lane or public utility easement..

1. Ordinary building projections, including, but not limited to water tables, sills, belt courses, pilasters, and cornices may project up to twelve (12) inches beyond a building face or architectural projection into the setback, but not the Public & Emergency Access Easement.

2. Business signs and roof eaves may project up to ten (10) feet beyond the building face or architectural projection into the setback, but not the Public & Emergency Access Easement.

3. Architectural projections, including balconies, bays, towers, and oriels; show windows (1st floor only); below grade vaults and areaways; and elements of a nature similar to those listed;

may project up to ten (10) feet beyond the building face into the setback, but not the Public & Emergency Access Easement.

4. Canopies and/or awnings may project from the building face over the entire setback. Additionally, they may be extended into the Public & Emergency Access Easement to be within eight (8) inches of the back of curb if used to provide a covered walkway to a building entrance and as long as any canopy/awning support is no closer than twenty-four (24) inches from the back of curb and does not extend over any fire lane or public utility easement.

5. Below-grade footings approved in conjunction with building permits.

### **Permitted Uses**

Schedule of Permitted Business Establishments for the Dallas North Tollway District: Uses followed by an -S- are permitted by Specific Use Permit. Uses followed by a -C- are permitted subject to conditional development standards located in the Town's Zoning Ordinance as it exists or may be amended.

Administrative, Medical, Insurance or Professional Office

Antique Shop

Automobile Parking Lot/Garage

Bank, Savings and Loan, or Credit Union (No Drive-Thru permitted)

Beauty Salon/Barber Shop as an Incidental Use

Big Box (S)

Building Material and Hardware Sales, Major (S)

Business Service

Catering Business

Child Care Center, Incidental (Care of Children of Employees in the Building)

Civic/Convention Center

College, University, Trade, or Private Boarding School

Commercial Amusement, Indoor (S)

Food Truck Park (C)

Furniture, Home Furnishings and Appliance Store

Governmental Office

Gymnastics/Dance Studio (S)

Health/Fitness Center (S)  
Helistop (S)  
Hospital  
House of Worship  
Massage Therapy, Licensed as an Incidental Use  
Meeting/Banquet/Reception Facility (S)  
Mobile Food Vendor (S)  
Municipal Uses Operated by the Town of Prosper  
Museum/Art Gallery  
  
Park or Playground  
Print Shop, Minor  
Private Club (C)  
Private Utility, Other Than Listed (S)  
Research and Development Center (S)  
Restaurant without Drive-thru or Drive-in Service (C)  
Retail Stores and Shops  
Retail/Service Incidental Use  
School, Private or Parochial (S)  
School, Public  
  
Temporary Buildings for Churches, Public Schools and Governmental Agencies (S)  
Theater, Neighborhood  
Theater, Regional  
Townhome  
Veterinarian Clinic and/or Kennel, Indoor (S)  
Winery (enclosed operations)  
Wireless Communications and Support Structures (Cell Tower) (S)

## GENERAL REQUIREMENTS

## GENERAL REQUIREMENTS

A. Development shall generally take place in accordance with the attached Concept Plan (Exhibit D).

Plats and/or site plans submitted for the development shall conform to the data presented and approved on the conceptual development plan. Changes of detail on these final development plan(s) that differ from the conceptual development plan may be authorized by the Town staff, with their approval of the final development plan(s) and without public hearing, if the proposed changes do not:

1. alter the basic relationship of the proposed development to adjacent property,
2. alter the uses permitted,
3. increase the density,
4. increase the building height,
5. increase the coverage of the site,
6. reduce the off-street parking ratio,
7. reduce the building lines provided at the boundary of the site, or
8. significantly alter any open space plans.

If the Town staff determines that the proposed change(s) violates one (1) or more of the above eight (8) criteria, then a public hearing must be held by the Planning and Zoning Commission and the Town Council to adequately amend the granting ordinance prior to the Planning & Zoning Commission's approval of the final development plan(s).

B. A minimum twenty (20) percent of the total area in this planned development shall be provided as open space.

Open spaces may include areas used for facilities such as plazas, courts, recreational amenities, water features and other similar uses not specifically used for vehicular access and parking.

Additionally, detention areas shall contain a constant water level and are landscaped or otherwise treated as an amenity for the development, they may be used to meet the open space requirement.

The open space may not consist of any of the following elements:

1. Vehicular parking.
2. Required parking lot tree islands.
3. Building footprints.
4. Utility yards.

The open space may consist of any of the following elements:

5. Landscape easements, setbacks, or any other landscaping as listed in Chapter 2, Section 4 of the zoning ordinance.
6. Public plazas.
7. Detention/ Retention ponds, when activated with pedestrian access.

C. Design Guidelines: Design Guidelines will be created, and approved by Staff, to govern the following details.

1. Street sections, including sidewalks
2. Public realm standards, including sidewalks, benches, signage, planters, outdoor seating areas, landscape, parking, and lighting.
3. Multifamily characteristics are generally set forth below, and may be applied to other uses as appropriate.

a. Special Provisions: typical floor height fourteen (14) feet for first floor ceiling height (retail) and twelve (12) feet for first floor ceiling height (residential), air condition corridors, Hospitality-style amenity centers, Resort-style pool, State-of-the-art fitness centers, hidden trash collection, and its own structured parking.

b. Architectural Provisions

#### Facade Composition

For multi-story buildings, the overall composition of the façade should incorporate a three-part hierarchy of base, body, and cap to emphasize verticality and to maintain a balanced façade composition. In addition, the cap of the building should be architecturally distinguished to provide a visual termination to the facade and interest at the skyline.

All buildings must be composed of:

**Building Base:** The “base” of the building clearly defines the realm of the public space and provides the necessary spatial enclosure. The base of the building is also the device that effectively engages the pedestrian, defining the character and quality of a street or public space. It also houses the uses with the most intensity. The height of the base varies depending on the overall building height. The “base” shall consist of the area of wall immediately along the ground floor level to the “body” of the building. The transition from “base” to “body” may be expressed either horizontally, through a shift in the vertical plane or, vertically through a change in building materials along a level line. The base shall be between 16’ minimum and, in buildings of at least four stories, may include up to the floor line of the third floor.

**Building Body:** The “body” of the building comprises the majority of the building, mainly defined by its structural composition. It houses the main use and engages all fronts. The “body” shall consist of the area of wall from the “base” to the “cap.” The transition from “body” to “cap” may be expressed either horizontally, through a shift in the vertical plane or vertically through a change in building materials along a level line.

**Building Cap:** The “cap” of the building could either encompass the last floor of a building and roof, or be the area above the eave or before the parapet line depending upon the height or number of stories of the building. The “cap” clearly terminates the

“body” of the building. The building top is determined by the height of the building and is not subject to elements of style. The “cap” shall consist of the area of wall from the top floor level to the parapet or the area of wall from the roof line to the top of the parapet wall. Optional Body Setback: The optional body setback is a change in the depth of the vertical plane of the primary facade along the full width of the building at the transition point between the “base” and the “body” of the building. This setback clearly divides the base from the rest of the building and provides the opportunity for an interim cornice line at the top of the base. The depth of the setback varies, but should be noticeable, in order to perceive the change between the two parts.

### Building Composition

By subdividing the building mass into a series of well-scaled volumes, and then articulating those volumes with window systems, different materials, and special elements, a rich architectural form can be created. True to its classical roots, this approach to design provides a rational method of creating a wide variety of buildings with individual character, that still create a unified ensemble. The concept of “bay spacing” is critical in helping to maintain an appropriate human scale by breaking up the massing of large buildings as well as in creating a lively and interesting streetscape rhythm.

Traditional downtown streetscapes were often comprised of individual buildings divided into 25 ft. wide parcels facing the primary street. Many buildings were one-lot wide (25'), although later buildings spanned more than one lot. Wider building facades were typically divided into repeated sections, or “bays”, ranging from 15 ft. to 30 ft. in width on the ground floor. This pattern of bay spacing echoed, rather than over-whelmed, adjacent buildings that might only be one lot wide. Upper stories often were consistent across two, three or five bays, unifying the building as a whole. Buildings in the Mixed-Use area should reflect these traditional building facades, and should express a façade composition ranging from one bay width to no more than 5 bay widths in length.

### Special Conditions

All elevations of buildings that can be seen from either the street or public spaces shall be considered “primary facades” and shall be designed as “fronts.” Buildings occupying lots with two frontages, such as on corner lots, shall treat both building walls as “primary facades” with each being equally considered as “fronts.” Additional detailing and attention can be applied to these two-fronted scenarios in order to better landmark the corner to enhance the architectural character as well as to improve pedestrian and vehicular way finding.

### Scale & Massing

The overall scale and mass of the buildings that make up a neighborhood play a key role in attracting patrons, pedestrians, and activities to a particular area. Buildings provide the perimeter walls for streets and public spaces and should be designed in a manner that is consistent with the nature of the spaces that they define. Buildings should share

with their neighbors a sense of harmony that reveals focus on defining high quality, vibrant public spaces. In the mixed-use area, the focus of building design should concentrate on the creation of collective expression - on clearly defined public and outdoor spaces and streetscapes as a cohesive and legible whole - rather than on individual buildings with a strong individual expression.

New construction should give consideration to appropriate form and proportion as reflected in the tradition of vernacular, mixed-use buildings. Buildings should be rectangular, facing the street with the facade aligned with the front property line. Angled or non-rectilinear buildings, unless relating to the street alignment, are inappropriate. The bulky form of the overall mass should be articulated into a series of forms which provide a variety of scale and proportion. The “Base” of a building should maintain a consistent building plane along the building frontage except to provide recessed storefront entrances, a special corner feature, usable open space for out-door dining, or to form a mid-block pedestrian passageway.

Commercial construction on a primarily residential block should be designed to reflect a residential character. A front yard setback for commercial uses at some interface locations is desirable. Creating a height transition by locating taller building portions toward areas with larger scaled buildings and lower portions toward residential areas is preferable. Long, rectangular buildings should be articulated into two or three distinct facade elements, separated either by recesses, changes in materials, structural elements, or sub-divided into individual facades separated by panels. Special architectural treatment and detailing should be located at the corners of the building and at the mid-point of the main building mass.

#### Doors, Windows, & Openings

The different elements defined by the massing, are further articulated by different door, window and wall systems. These systems will vary by use, but may include the following: a curtainwall, generally used in the recessed elements; a storefront system for commercial applications; a primary wall with square punched openings; a secondary wall system with rectangular punched openings; and a system of columns and lintels placed in front of curtain walls or storefronts for special portions of the buildings. The combination of this articulated massing and the reinforcement of forms with different materials and window patterns result in a lively composition with the capacity to define dynamic urban space.

Doorways are celebrated and made monumental by a series of special elements added to the frame around the wall. All window and door openings shall be square or vertical in proportion, and any other divisions of openings shall happen as a system of squares or vertically proportioned rectangles. Grouped or “ganged” windows shall be treated as a single opening, unless they are separated by a minimum 4 inch divider. Windows and doors may meet at building corners, or shall be a minimum of twenty-four inches from the building corner. Shading devices over doors and windows are permitted to be cantilevered and made of any architectural grade material, but shall be fully functional

rather than simply decorative. All arcade openings (or “voids”) shall be vertical in proportion.

#### Transparency

Design distinction between upper and lower floors shall be maintained by developing the ground level facade as primarily transparent and inviting to the public. For commercial uses, the use of storefront windows, typically consisting of glass set in wood, clad wood, or metal frames creates a highly inviting and transparent street level facade. Retail ground floors shall have between 60% and 80% glazing, as measured from grade to the underside of the slab above. Colored or mirrored glazing and glass block are inappropriate.

Upper floors generally employ a different ratio of solid area versus opening area and are differentiated from the more transparent ground floor by having more solid area than void area and through the use of smaller, vertically oriented windows in a regular pattern. Ground levels use can also be differentiated through a change in transparency. Commercial uses, such as retail, shall be more transparent than smaller office or residential uses. This change in the pattern of doors, windows, and openings helps to clarify the various uses for the pedestrian by highlighting the nature of public, semi-public, and private tenants.

#### Rhythm

Building facades are comprised of a series of patterns, from the number and spacing of bays, the number and spacing of floor levels, the disposition of openings and architectural details, and the arrangement and palette of materials, which create an inherent rhythm. Symmetry, repeated bays with expressed structural elements, and the repetition of windows and doors create the essential rhythm of the facade. This rhythm can be further reinforced by changing materials, patterns, reveals, building setbacks, façade portions or by using design elements such as column or pilasters, which establish a legible vertical and horizontal arrangement of the various building elements comprising the facade.

#### Vertical Alignment

In vernacular buildings, the expression of the structural system follows traditional construction patterns. As a result, openings are generally stacked above other openings and solid areas in the facade are stacked above structural elements. This vertical alignment, determined primarily by structural requirements, reinforces the “bay” system and helps to clarify the overall building composition. Setbacks, reveals, and projections in the vertical plane of the building facade can also serve to enhance the legibility of this composition.

#### Horizontal Alignment

As well as following a clear vertical alignment, traditional facades were equally organized horizontally. As previously described, buildings should be divided into three

distinct components: the Base, the Body, and the Cap. The height of these various elements should be carefully designed so that there is a general consistency along the entire streetscape. Dramatic changes in building heights will not be allowed. Within each building composition, care should be made to align horizontal elements, including building cornices, sill heights, floor levels, decorative moldings and windows.

#### Walls

All elevations of buildings that can be seen from public spaces shall be designed as “fronts.” Street facades should include elements to maintain pedestrian scale and interest. Architectural details and facade articulation including recesses for outdoor dining areas, display cases, public art integrated with the building design, and additional architectural elements and details help create visual interest. Avoid large featureless facade surfaces by incorporating traditionally sized building components, standard window sizes, standard brick and siding sizes, trim and details. Blank walls and blind facades visible from public streets are prohibited.

#### Columns & Lintels

The columns and lintels derive from the vocabulary of traditional architecture, but can be abstracted and reinterpreted to incorporate contemporary building techniques. Although they may be purely ornamental, columns and lintels should be designed and detailed in character with the traditional construction patterns of the load bearing buildings of the vernacular architectural styles of central Texas.

#### Awnings & Canopies

Canopies and awnings shall not be used above the “base” and they shall coordinate with a horizontal element of the storefront. They shall project at least six feet, so as to provide shade and shelter to pedestrians. Canopies and awnings of commercial establishments shall be permitted to encroach over the setback. Canopies and awnings shall extend horizon-tally from the building and shall be supported by rods, cables or brackets. The bottom of the canopy and the awning shall be a minimum of eight feet above the sidewalk.

Canopies of commercial establishments shall be made of wood, metal or glass. Lettering may be applied to the edges of canopies.

Awnings of commercial establishments shall be made of canvas or synthetic material having the appearance of canvas. Awnings shall be triangular in section. Awnings may have side panels, but shall not have a panel enclosing the underside of the awning. Internal structure of awnings shall be galvanized pipe or extruded aluminum framework. Awnings shall not be translucent or internally illuminated. Awnings may have lettering on the valance only.

4. Hotel characteristics are generally set forth below.

Hotel, Full Service. Full Service Hotel developments shall be subject to the following development standards:

- a. External balconies and walkways shall be set back 200 feet from any residential zoning district.
- b. Shall provide management staff on-site 24 hours a day.
- c. Shall provide an indoor/outdoor pool and at least three amenities from the list below:
  - 
  - Spa/Sauna
  - Weight Room/Fitness Center
  - Playground
  - Sports Court
  - Game Room
  - Jogging Trail
- d. Shall provide a full-service restaurant offering three meals a day and room service.
- e. Shall provide a minimum total of 20,000 square feet of meeting/event space.
- f. No more than five percent of the total number of guest rooms shall have cooking facilities.
- g. All room units must be accessed through an internal hallway, lobby, or courtyard.
- h. All rooms shall be a minimum of two hundred (200) square feet.
- i. Shall provide integrated, structured parking garage.

D. All utility lines shall be underground from the building to the property line. Utility lines within the Public & Emergency Access Easement shall be placed underground and relocated to the rear of the site to the maximum extent practicable.

E. Conditional Development Standards, shall be in accordance with the Zoning Ordinance, as it exists, or may be amended, except as follows:

1. Mobile Food Vendors - Mobile food vendors are permitted in this planned development, in accordance with the Conditional Development Standards of the Zoning Ordinance, as is exists or may be amended, except as follows:
  - a. Mobile food vendors are not required to be located on property where an existing, permanent business operates in a building with a Certificate of Occupancy.
  - b. Mobile food vendors are not required to be located within fifty feet (50') of an entrance of a primary building that holds the Certificate of Occupancy, however, they shall have access to a public restroom.

c. Mobile food vendors may be located on public property other than public street travel lanes. Order windows shall face outward towards public sidewalk. At no time shall any part of food truck operations use main lanes without a special use permit issued by the Town;

d. Mobile food vendors may be located on private property with the written consent of the owner;

e. Mobile food vendors shall not operate in driveways or fire lanes;

f. Mobile Food vendors cannot remain more than 24 hours and shall return to the approved commissary.

g. Prior to issuance of a permit, an application shall be submitted to the Development Services Department and containing any information required by staff to evaluate the impacts including but limited to location, parking and accessibility.

#### F. Parking Requirements Based on Use.

In all Sub- Districts, at the time any building or structure is erected or structurally altered, parking spaces shall be provided in accordance with the following requirements. A mixed-use discount of 20% shall be applied to the overall development, except for Townhomes, where shared parking is concerned.

**Bank, Savings and Loan, or similar Establishments:** One (1) space per three hundred fifty (350) square feet of gross floor area.

**Bed and breakfast facility:** One (1) space per guest room in addition to the requirements for normal residential use.

**Business or professional office (general):** One (1) space per three hundred fifty (350) square feet of gross floor area.

**College or University:** One (1) space per each day student.

**Community Center, Library, Museum, or Art Gallery:** Ten (10) parking spaces plus one additional space for each three hundred (300) square feet of floor area in excess of two thousand (2,000) square feet. If an auditorium is included as a part of the building, its floor area shall be deducted from the total and additional parking provided on the basis of one (1) space for each four (4) seats that it contains.

**Commercial Amusement:** One (1) space per three (3) guests at maximum designed capacity.

**Dance Hall, Assembly or Exhibition Hall Without Fixed Seats:** One (1) parking space for each two hundred (200) square feet of floor area thereof.

**Dwellings, Multifamily:** One (1) space for each bedroom in one (1) and two (2) bedroom units, plus one half (1/2) additional space for each additional bedroom.

**Farmer's Market, Flea Market:** One (1) space for each five hundred (500) square feet of site area.

**Fraternity, Sorority, or Dormitory:** One (1) parking space for each two (2) beds on campus, and one and one-half (1 1/2) spaces for each two beds in off campus projects.

**Furniture or Appliance Store, Wholesale Establishments, Machinery or Equipment**

**Sales and Service, Clothing or Shoe Repair or Service:** Two (2) parking spaces plus one (1) additional parking space for each four hundred (400) square feet of floor area over one thousand (1,000).

**Health Studio or Club:** One (1) parking space per two hundred (200) square feet of exercise area.

**Hospital:** One (1) space per employee on the largest shift, plus one and one-half (1.5) spaces per each bed or examination room, whichever is applicable.

**Hotel:** One (1) parking space for each sleeping room or suite plus one (1) space for each two hundred (200) square feet of commercial floor area contained therein.

**Kindergartens, day schools, and similar child training and care establishments:** shall provide one (1) paved off-street loading and unloading space for an automobile on a through -circular-drive for each ten (10) students, or one (1) space per ten (10) students, plus one (1) space per teacher.

**Library or Museum:** Ten (10) spaces plus one (1) space for every three hundred (300) square feet, over one thousand (1,000) square feet.

**Lodge or Fraternal Organization:** One (1) space per two hundred (200) square feet.

**Medical or Dental Office:** One (1) space per three hundred fifty (350) square feet of floor area.

**Nursing Home:** One (1) space per five (5) beds and one (1) parking space for each one thousand (1,000) square feet of lot area for outdoor uses.

**Private Club:** One (1) parking space for each seventy-five (75) square feet of gross floor area.

**Retail Store or Personal Service Establishment, Except as Otherwise Specified Herein:** One (1) space per two hundred and fifty (250) square feet of gross floor area.

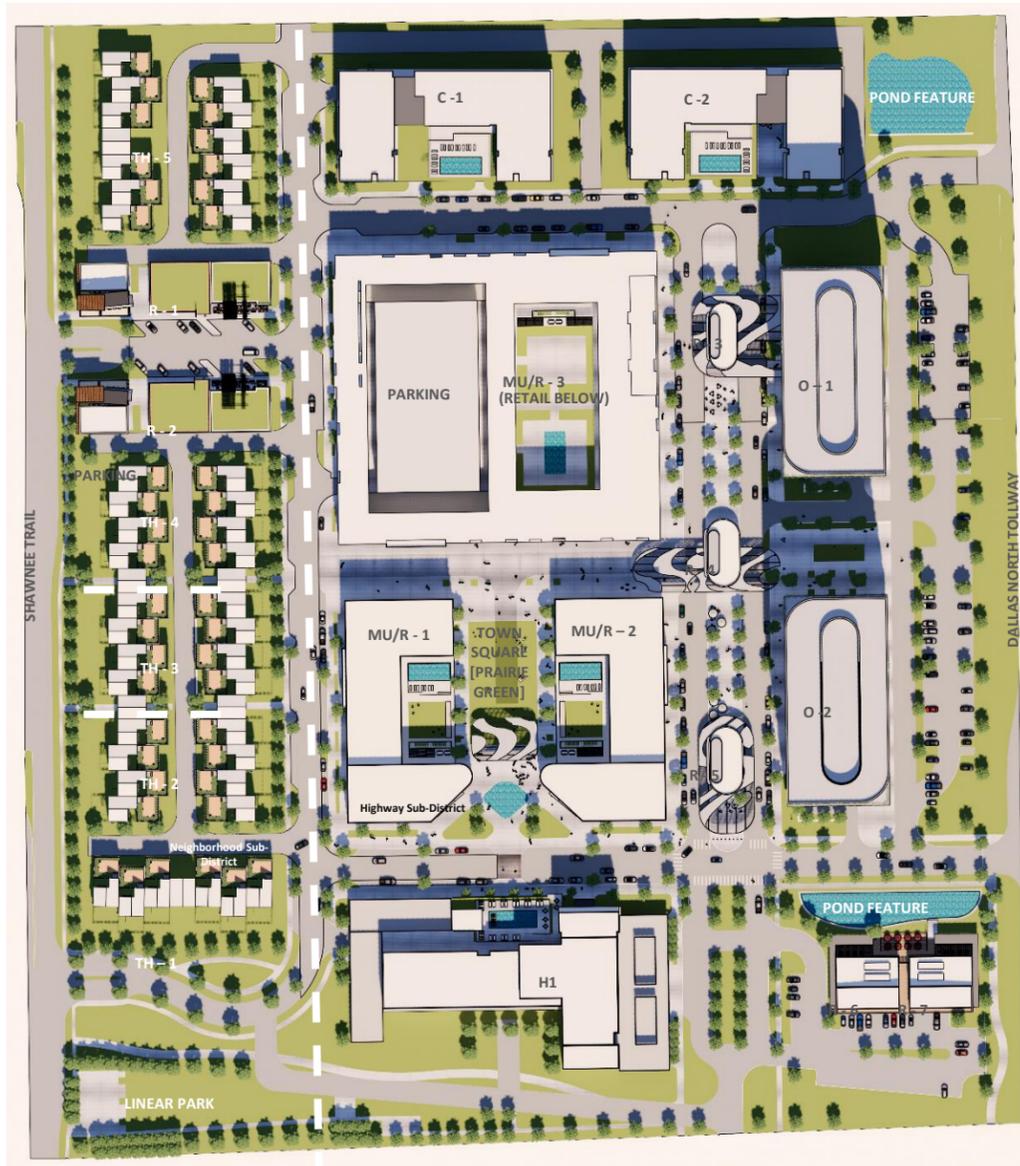
**Restaurant, Restaurant with a Private Club, Cafe or Similar Dining Establishment:** One (1) parking space for each one seventy-five (75) square feet of gross floor area for stand-alone buildings without a drive-through, and one (1) parking space for each one hundred (100) square feet of gross floor area for restaurants located within a multi-tenant buildings, and one (1) parking space for each one hundred (100) square feet for stand-alone buildings with a drive-through.

**School, Elementary, Secondary, or Middle:** One and one half (1 1/2) parking spaces per classroom, or the requirements for public assembly areas contained herein, whichever is greater.

**School, High School:** One and one half (1 1/2) parking spaces per classroom plus one (1) space per five (5) students the school is designed to accommodate, or the requirements for public assembly areas contained herein, whichever is greater.

**Theater, Sports Arena, Stadium, Gymnasium or Auditorium (except school):** One (1) parking space for each four (4) seats or bench seating spaces.

**Townhomes:** Minimum of two (2) parking spaces located behind the front building line and two (2) parking spaces enclosed in the main or an accessory building.



01 - PRELIMINARY SITE PLAN



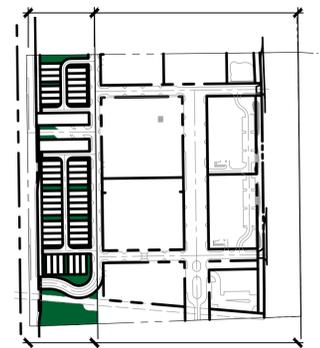
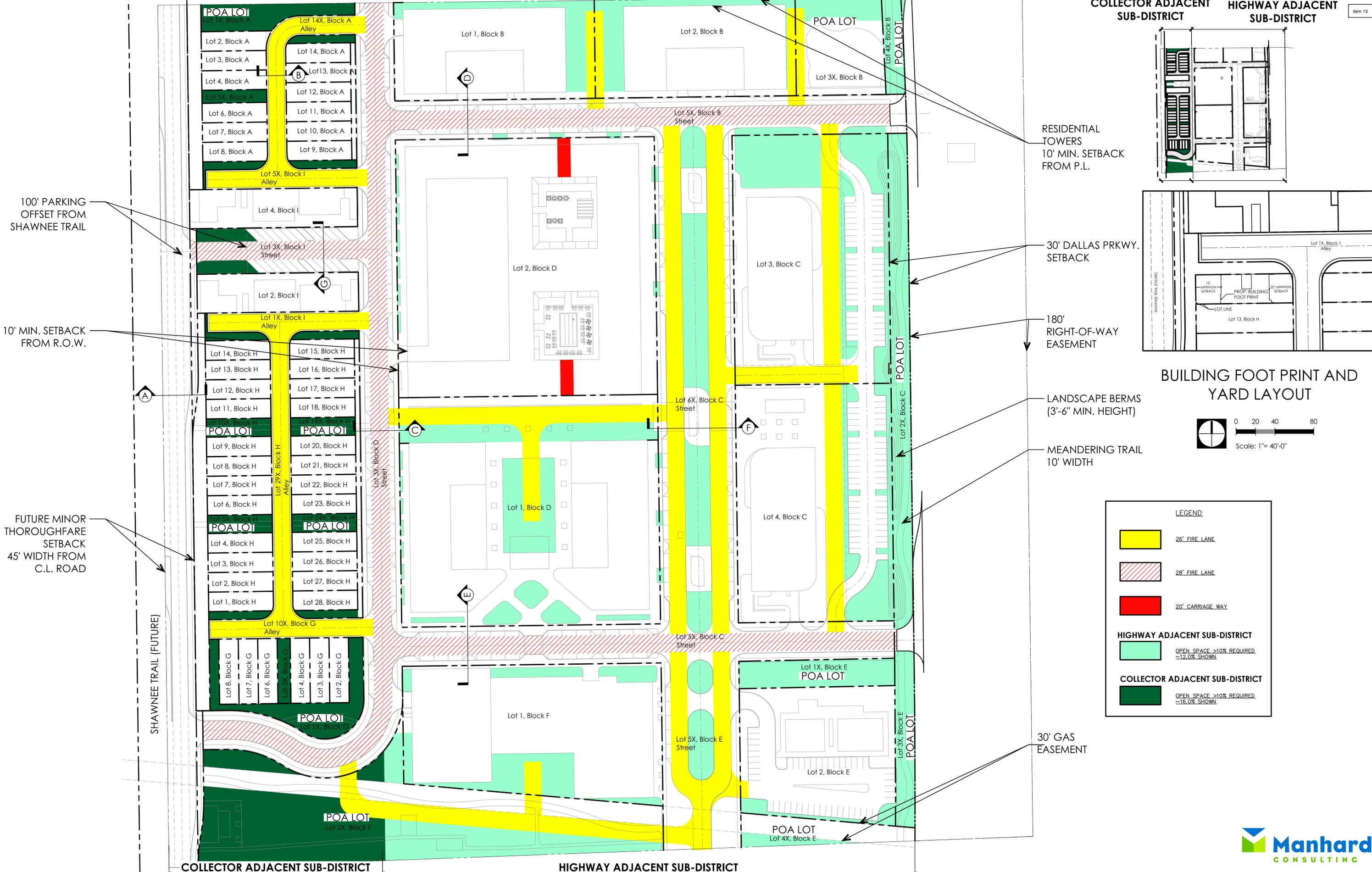
02 - PRELIMINARY GROUND PLANE



1" = 100'

# EXHIBIT D

Town of Prosper Project No: Z22-0019



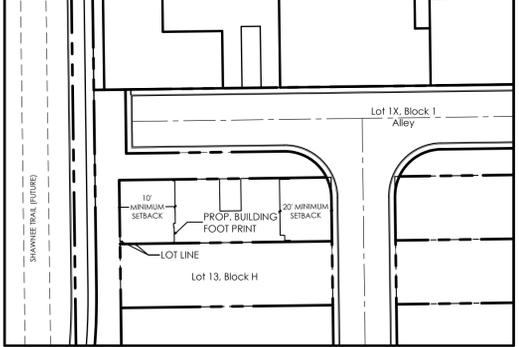
**HIGHWAY ADJACENT SUB-DISTRICT**

**COLLECTOR ADJACENT SUB-DISTRICT**

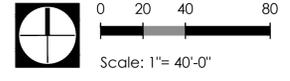
RESIDENTIAL TOWERS  
10' MIN. SETBACK FROM P.L.

30' DALLAS PRKWY. SETBACK

180' RIGHT-OF-WAY EASEMENT



**BUILDING FOOT PRINT AND YARD LAYOUT**



LANDSCAPE BERMS (3'-6" MIN. HEIGHT)

MEANDERING TRAIL 10' WIDTH

| LEGEND                                 |  |
|--|--|
|  | 26' FIRE LANE                            |
|  | 28' FIRE LANE                            |
|  | 20' CARRIAGE WAY                         |
| <b>HIGHWAY ADJACENT SUB-DISTRICT</b>   |  |
|  | OPEN SPACE >10% REQUIRED<br>~12.0% SHOWN |
| <b>COLLECTOR ADJACENT SUB-DISTRICT</b> |  |
|  | OPEN SPACE >10% REQUIRED<br>~16.0% SHOWN |

30' GAS EASEMENT

100' PARKING OFFSET FROM SHAWNEE TRAIL

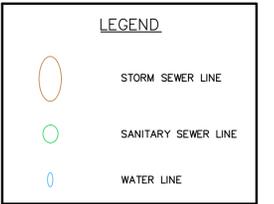
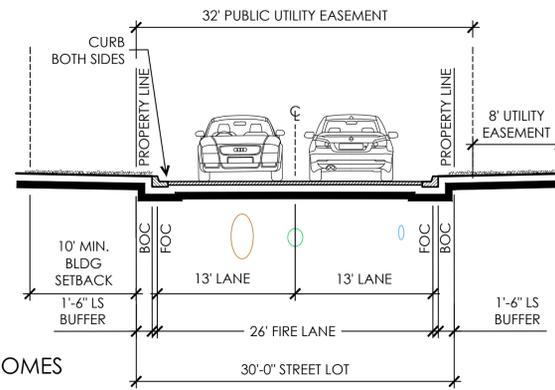
10' MIN. SETBACK FROM R.O.W.

FUTURE MINOR THOROUGHFARE SETBACK 45' WIDTH FROM C.L. ROAD

SHAWNEE TRAIL (FUTURE)

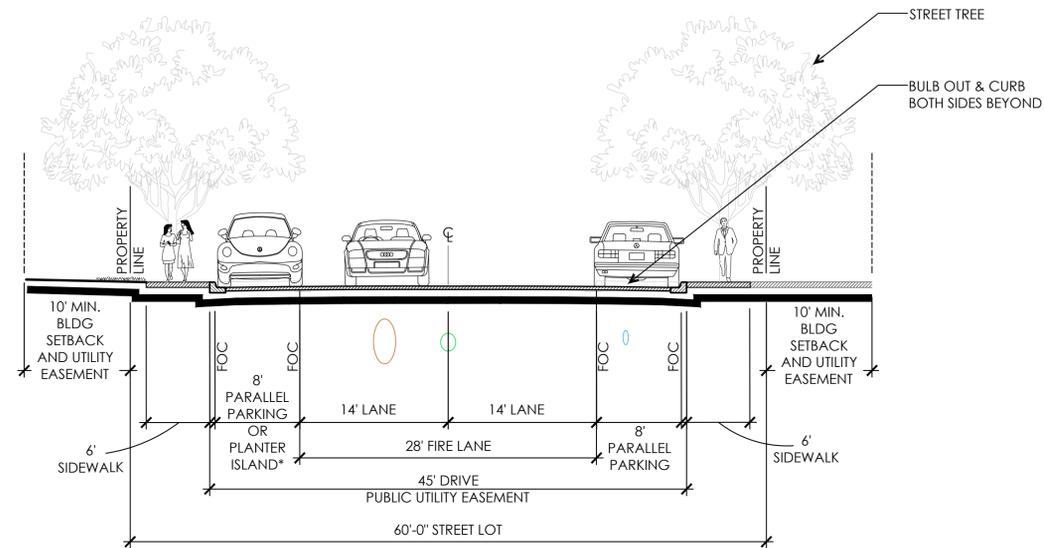
B

STREET LOT ALLEY SECTION AT TOWNHOMES



C

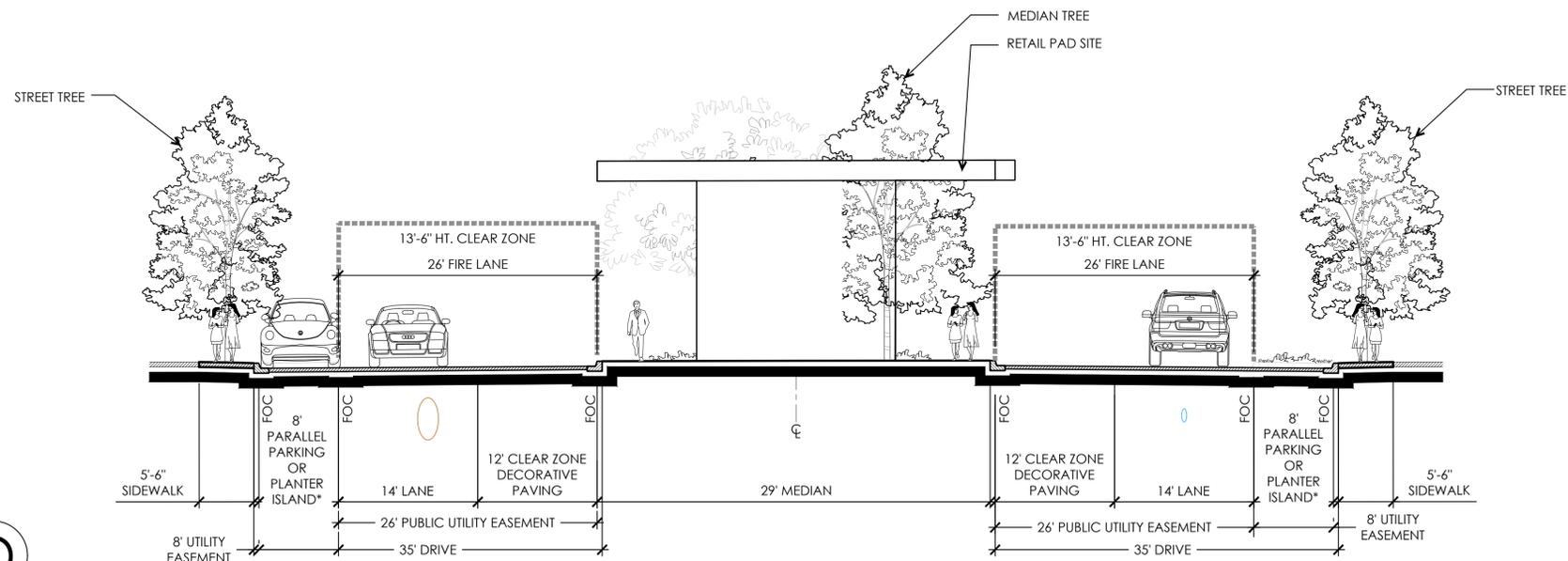
60' STREET LOT SECTION w/ PARALLEL PRKG BOTH SIDES



\*NO TREES IN ISLAND; TREES WITHIN SIDEWALK SUBJECT TO TOWN OF PROSPER APPROVAL

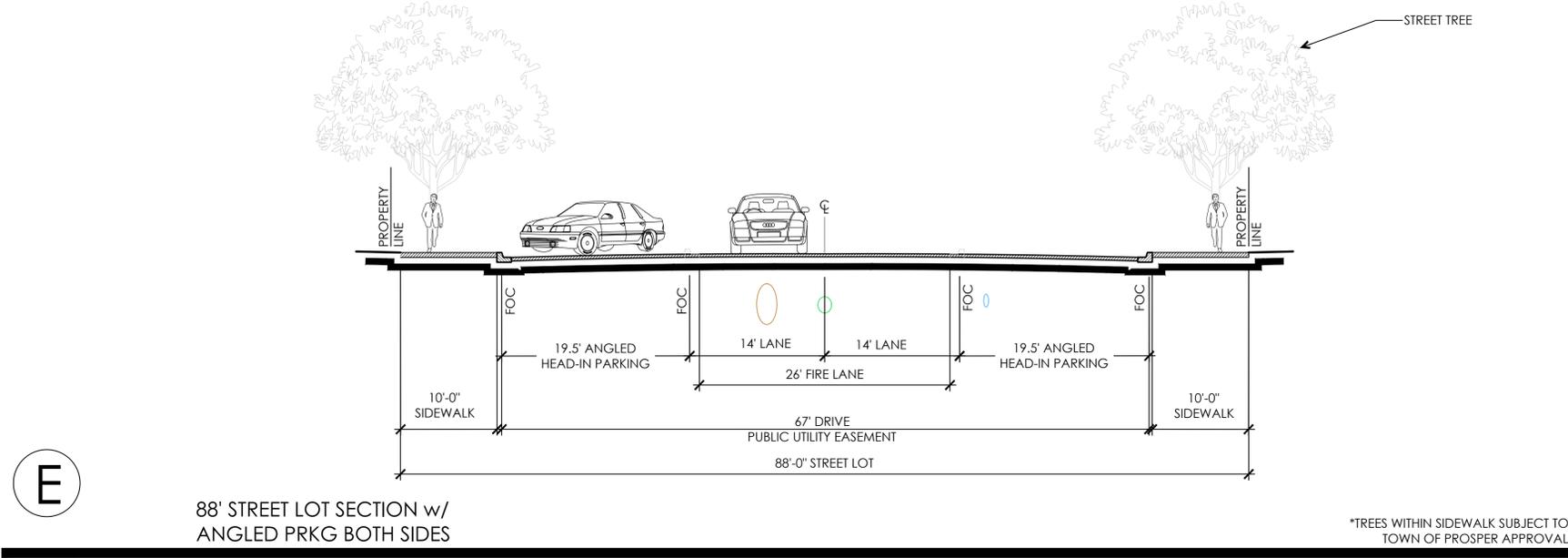
D

BOULEVARD SECTION 120' STREET LOT



\*NO TREES IN ISLAND; TREES WITHIN SIDEWALK SUBJECT TO TOWN OF PROSPER APPROVAL





E



### Exhibit E – Development Schedule

Below is the anticipated project schedule for the proposed Pradera development in accordance with the submittal checklist. This schedule is conceptual and subject to change based on permitting, entitlements, and market conditions.

Zoning Award- July 2023

Civil design (on and off site) – 2024

Civil construction – 2025-2026

Building design – 2024-2026

Building construction – 2026-2030



01 AERIAL – LOOKING SOUTHEAST



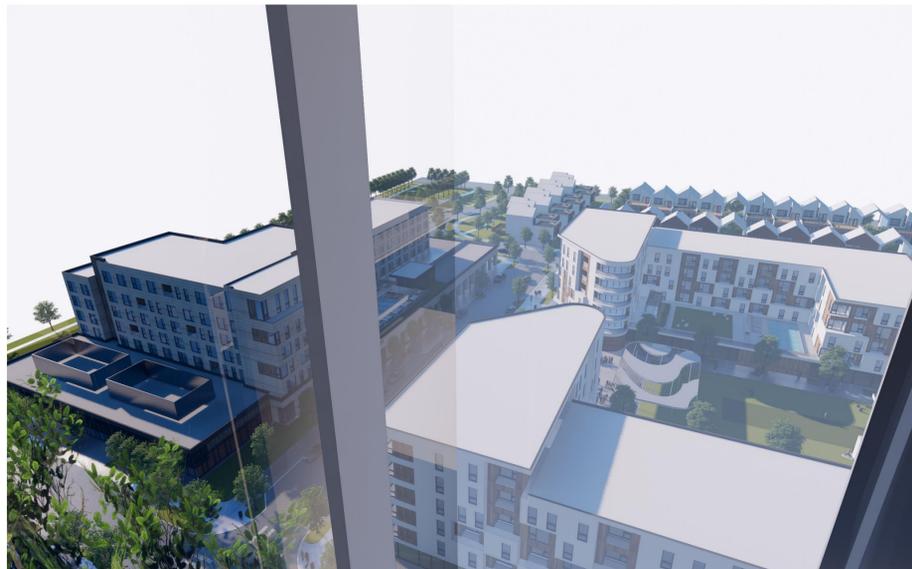
02 AERIAL – LOOKING NORTHWEST



03 PERSPECTIVE – TOWN SQUARE



04 PERSPECTIVE – OVERALL



05 PERSPECTIVE – VIEW FROM OFFICE



06 PERSPECTIVE – MAIN INTERSECTION

# EXHIBIT F



01 – TOWNHOMES



02 – HOTEL



03 – RETAIL SPACE



04 – MIXED – USE RESIDENTIAL



05 – MIXED – USE RESIDENTIAL / TOWN SQUARE



06 – TOWN SQUARE LOOKING SOUTH

# EXHIBIT F



01 – CONDOS



02 – NW RETAIL LOOKING SOUTH



03 – OFFICE



04 – NW RETAIL SPACE



05 – SE RESTAURANTS



06 – OFFICE TOLLWAY VIEW

# EXHIBIT F



# 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:** Specific Use Permit for a Wireless Communications and Support Structure on Lakewood Preserve, Block A, Lot 1

Town Council Meeting – January 23, 2024

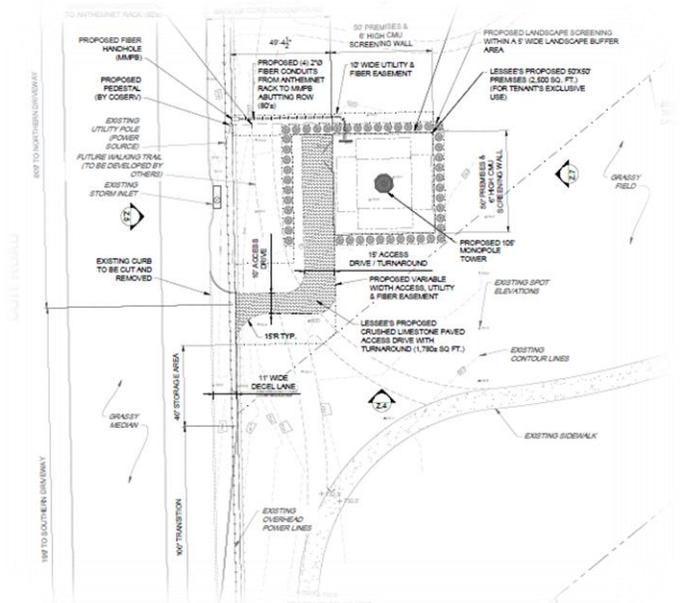
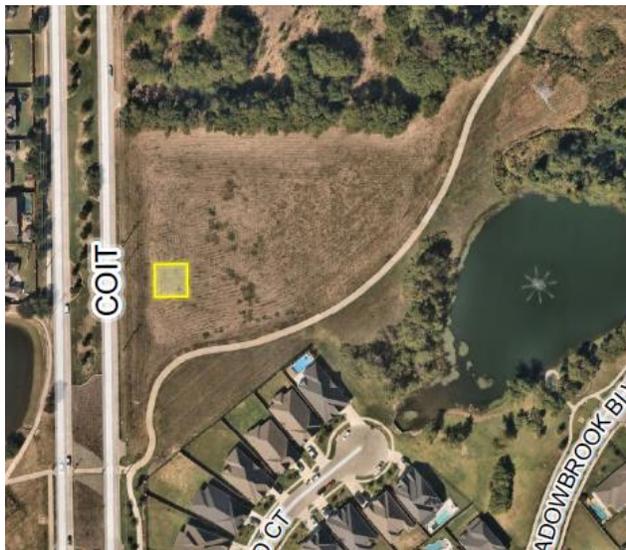
Strategic Visioning Priority: 3. Commercial Corridors are ready for Development

**Agenda Item:**

Conduct a public hearing to consider and act upon a request for a Specific Use Permit (SUP) for a Wireless Communications and Support Structure, on Lakewood Preserve, Block A, Lot 1, on 0.1± acre, located south of East First Street and east of South Coit Road. (ZONE-23-0036)

**History:**

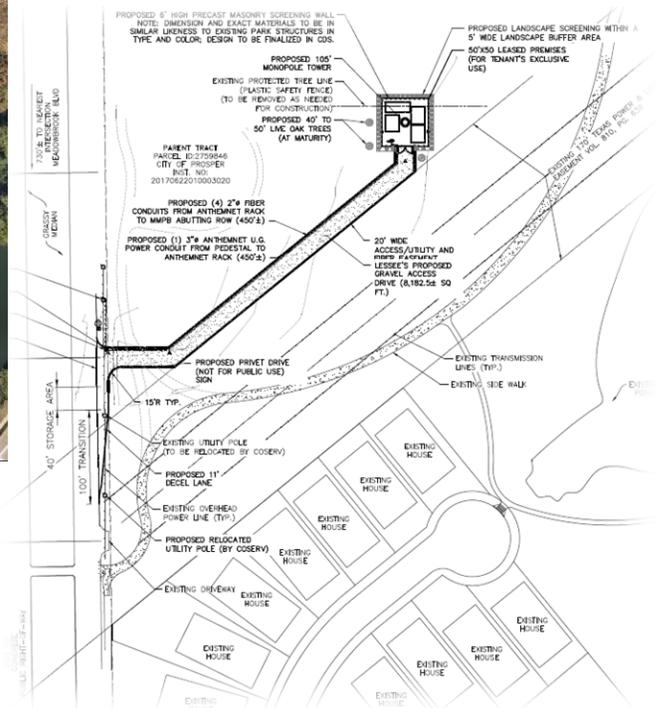
On November 7, 2023, the Planning & Zoning Commission considered a Specific Use Permit request (ZONE-23-0021) for a Wireless Communications and Support Structure on this property. As shown below, the tower was located at the southwest corner of the park property, adjacent to Coit Road.



The Planning & Zoning Commission had concerns about the proposal. Discussion at the meeting included relocating the tower further away from the street and providing additional screening to buffer it from the residential property to the south. Public comment in opposition to the request was also discussed. A motion was made for approval of the request with additional landscape and irrigation to screen the site, but the motion was denied by a vote of 3 to 4. For this reason, the applicant chose to withdraw the case prior to going to the Town Council and work with Staff to revise the plan.

The tower site was moved 450 feet to the east and is located north of the power lines and south of the tree line. The applicant coordinated with and received approval from the Parks Department on the new location. The proposed cell tower will not interfere with the current construction project at the park. Three Live Oaks will be placed to the west and south of the tower enclosure to provide additional screening. It is the applicant's responsibility to maintain the required landscaping.

Location of the cell tower:

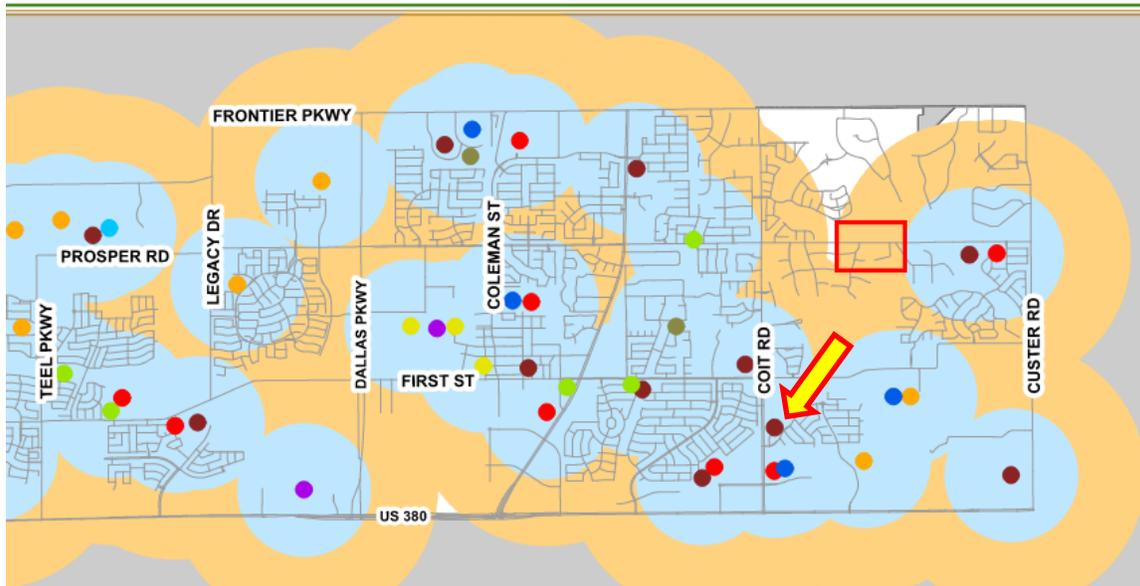


**Description of Agenda Item:**

The purpose of this request is to allow construction of a new 105' Wireless Communication and Support Structure on a 50-foot by 50-foot area of land within a City park, located south of East First Street and east of South Coit Road. The tower façade plan shows that four (4) Wireless Communication antennas could be placed on the structure. The site is located within a City park and north of a 170-foot wide electric easement. The ground equipment will be screened with a 6-foot CMU wall with a veneer that will be compatible with the design of the park infrastructure. The specific color and appearance of the veneer will be reviewed and approved by Staff when a Site Plan is submitted for the construction of the facility. Evergreen shrubs will be planted around the perimeter of the wall. Towards the end of construction, three Live Oak trees will be planted in locations determined by the Parks Department to provide additional screening from Coit Road and the residential property to the south.

In 2020, the Town completed a survey on areas of opportunities for wireless communication and support structures. The goal for this survey was to provide developers areas that were well suited for such use and to provide a comprehensive plan of communication towers for the Town of Prosper. These areas are potentially school sites, parks, or town properties. The location of the proposed tower is identified on this map with an arrow.

## Wireless Communication Exhibit



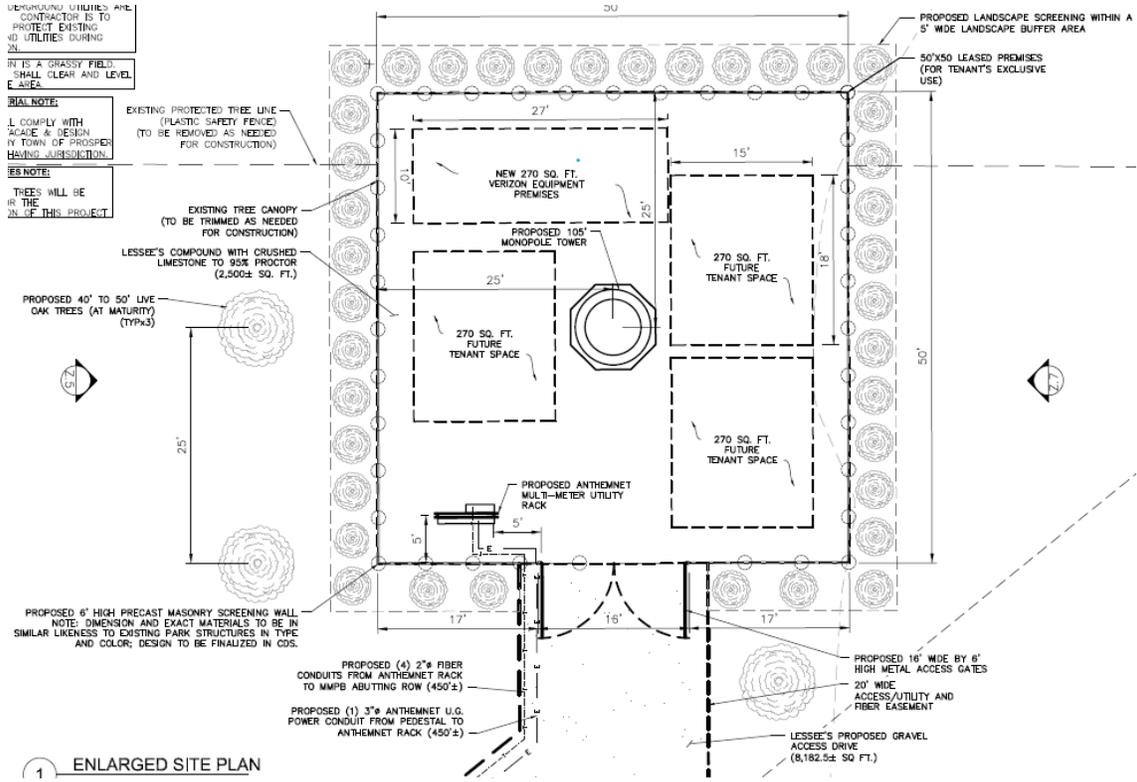
### Legend

- Existing & Proposed Stadium Lights
  - ISD Existing School
  - Town Facility
  - 1/2 Mile Coverage
  - Existing Wireless Communication & Support Structure
  - ISD Future School Site
  - Existing Water Tower
  - 1 Mile Coverage
  - Proposed Wireless Communication & Support Structure
  - Town Property
  - Proposed Water Tower
- Updated March 29, 2021

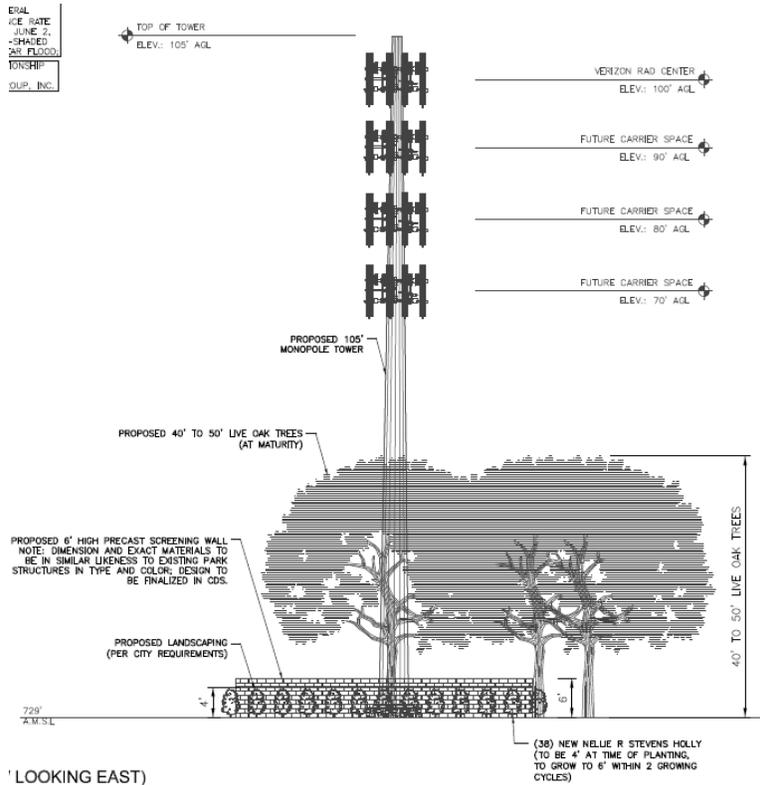
The zoning and land use of the surrounding properties are as follows:

|                         | Zoning   | Current Land Use        | Future Land Use Plan               |
|-------------------------|--|-------------------------|------------------------------------|
| <b>Subject Property</b> | Planned Development-87   | City Park (Undeveloped) | Low Density Residential            |
| <b>North</b>            | Single Family-15 with a Specific Use Permit (S-44) for Private Streets | Undeveloped             | Medium Density Residential         |
| <b>East</b>             | Planned Development-90   | Undeveloped             | Parks & Medium Density Residential |
| <b>South</b>            | Planned Development-87   | Residential (Developed) | Parks & Medium Density Residential |
| <b>West</b>             | Planned Development-6  | Residential (Developed) | Parks & Medium Density Residential |

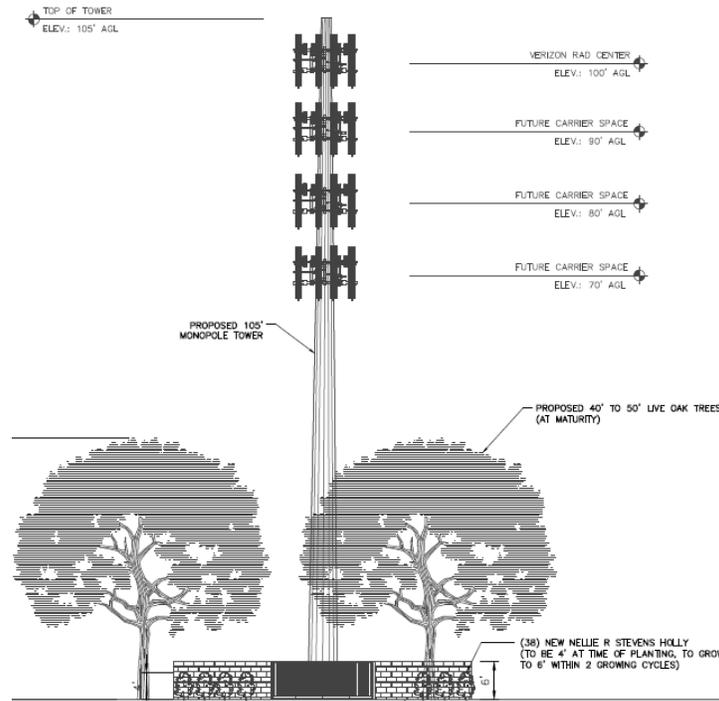
Site Plan for the development of the enclosure and screening:



View of the tower from Coit Road, with the screening wall and landscape screen:



View of the tower from the south, with the screening wall and landscape screen:



The Zoning Ordinance contains the following four (4) criteria to be considered in determining the validity of a Specific Use Permit request.

1. *Is the use harmonious and compatible with its surrounding existing uses or proposed uses?*

The site of this cell tower is within a City park and north of a 170-foot Texas Power & Light Company easement for electric power lines. The proposed tower will blend with the existing towers and utility lines in the adjacent easement. It is placed within the park property so as not to affect the trails or amenities.

2. *Are the activities requested by the applicant normally associated with the requested use?*

All of the proposed improvements are normally associated with a wireless communications facility.

3. *Is the nature of the use reasonable?*

A wireless communications facility in this location is reasonable and was previously identified by the Town in 2020 per the map above.

4. *Has any impact on the surrounding area been mitigated?*

The applicant has designed a gravel access drive to the cell tower. This construction material will minimize its visibility and impact to the surrounding park land. There will be a six-foot screening wall surrounded by approximately 38 Nellie R. Stevens Holly bushes at four feet in height at the time of planting. Within two growing seasons, the shrubs should reach a height of six feet. Three Live Oak trees, a minimum three-inch caliper and eight feet in height, will

be planted around the facility to screen it from the street and residential neighborhood to the south. The mature height of these trees is approximately 40 feet to 50 feet.

In conclusion, Staff believes the applicant has satisfied the criteria and recommends approval of the request.

**Future Land Use Plan** – The Future Land Use Plan recommends the property develop as a Park.

**Thoroughfare Plan** – This facility has access to Coit Road.

**Parks Master Plan** – The facility is within a City Park.

**Budget Impact:**

There is no budgetary impact affiliated with this item.

**Legal Obligations and Review:**

Notification was provided as required by the Zoning Ordinance and state law. During the Public Hearing held at the Planning & Zoning Commission meeting on January 2, 2024, a citizen spoke in opposition to the proposal.

**Attached Documents:**

1. Aerial and Zoning Maps
2. Exhibit A – Survey
3. Exhibit B – Site Plan
4. Exhibit C – Landscape & Screening Plan
5. Exhibit D – Façade Plan

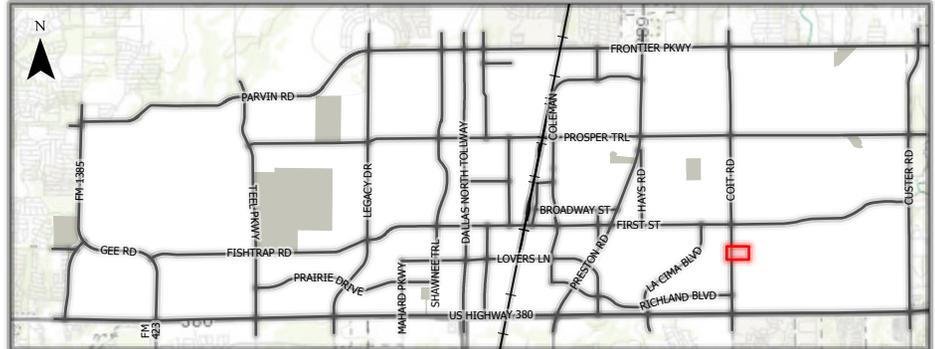
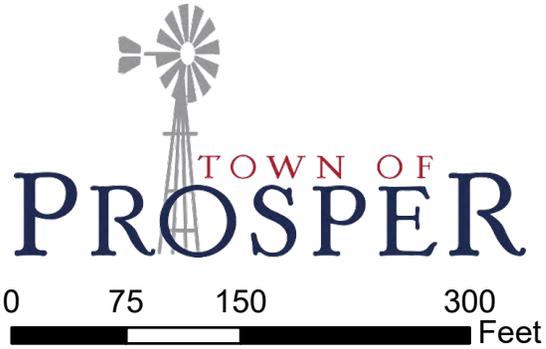
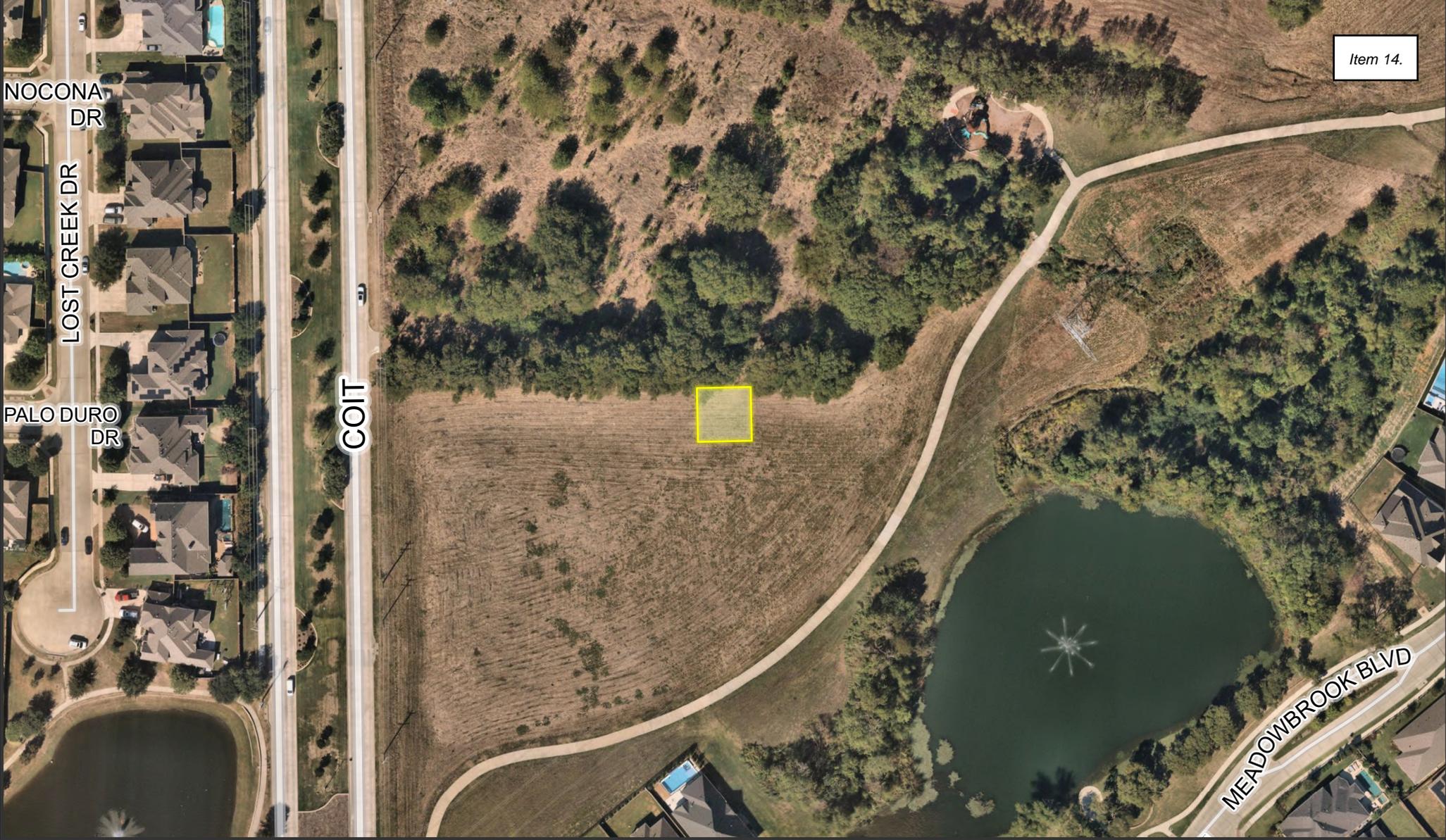
**Town Staff Recommendation:**

Town Staff recommend approval of a Specific Use Permit (SUP) request for a Wireless Communications and Support Structure, on Lakewood Preserve, Block A, Lot 1, on 0.1± acre, located south of East First Street and east of South Coit Road. The Planning & Zoning Commission recommended approval of this item (4-0) at its meeting on January 2, 2024.

**Town Council Public Hearing:**

I move to approve/deny the request for a Specific Use Permit (SUP) request for a Wireless Communications and Support Structure, on Lakewood Preserve, Block A, Lot 1, on 0.1± acre, located south of East First Street and east of South Coit Road.

Item 14.



This map for illustration purposes only

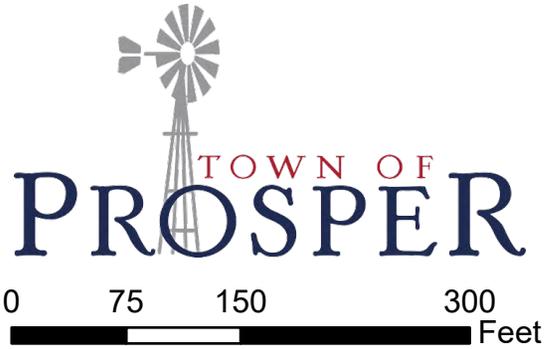
**ZONE-23-0036**  
 Lakewood Park Cell Tower



PD-6  
SF-10



PD-87  
SF



This map for illustration purposes only

**ZONE-23-0036**  
Lakewood Park Cell Tower

**SURVEYOR'S NOTES**

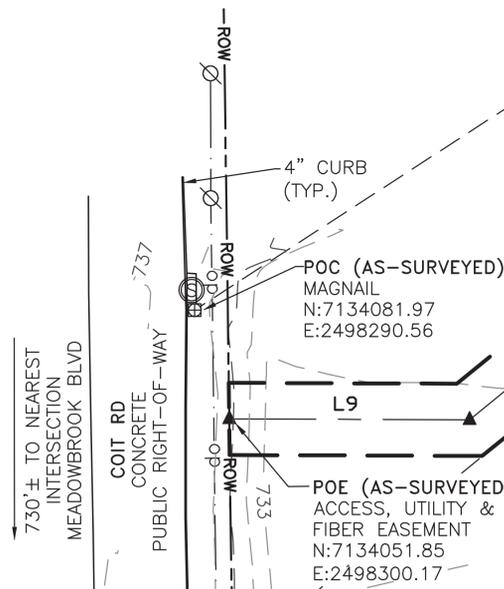
- This is a Zoning Site survey, made on the ground under the supervision of a Texas Registered Land Surveyor. Date of field survey is November 27, 2023.
- The following surveying instruments were used at time of field visit: Topcon GM-55 and Topcon Hiper SR G.P.S. receiver, (R.T.K. network capable).
- Bearings are based on Texas North Central State Plane Coordinates NAD 83 by GPS observation.
- No underground utilities, underground encroachments or building foundations were measured or located as a part of this survey, unless otherwise shown. Trees and shrubs not located, unless otherwise shown.
- Benchmark used is a GPS Continuously Operating Reference Station, PID DF8982. Onsite benchmark is as shown hereon. Elevations shown are in feet and refer to NAVD 88.
- This survey was conducted for the purpose of a Zoning Site survey only, and is not intended to delineate the regulatory jurisdiction of any federal, state, regional or local agency, board, commission or other similar entity.
- Attention is directed to the fact that this survey may have been reduced or enlarged in size due to reproduction. This should be taken into consideration when obtaining scaled data.
- This Survey was conducted without the benefit of an Abstract Title search.
- Surveyor hereby states the Geodetic Coordinates and the elevation shown for the proposed centerline of the tower are accurate to within +/- 20 feet horizontally and to within +/- 3 feet vertically (FAA Accuracy Code 1A).
- Survey shown hereon conforms to the Minimum Requirements as set forth by the State Board for a Class "A" Survey.
- Field data upon which this map or plat is based has a closure precision of not less than one-foot in 15,000 feet (1':15,000') and an angular error that does not exceed 10 seconds times the square root of the number of angles turned. Field traverse was not adjusted.
- This survey is not valid without the original signature and the original seal of a state licensed surveyor.
- This survey does not constitute a boundary survey of the Parent Tract. Any parent tract property lines shown hereon are from supplied information and may not be field verified.

| LINE | BEARING       | DISTANCE |
|------|---------------|----------|
| L1   | N 57°07'52" E | 356.75'  |
| L2   | S 89°52'14" W | 50.00'   |
| L3   | N 00°07'46" W | 50.00'   |
| L4   | N 89°52'14" E | 50.00'   |
| L5   | S 00°07'46" E | 50.00'   |
| L6   | S 89°52'14" W | 25.00'   |
| L7   | S 00°06'47" E | 22.54'   |
| L8   | S 50°55'15" W | 319.67'  |
| L9   | N 89°46'17" W | 66.91'±  |

**POB (AS-SURVEYED)**  
 50' X 50' LEASE AREA  
 2,500.0 SQ. FT.±  
 0.06 ACRES±  
 5' LANDSCAPE BUFFER  
 3600.0 SQ.FT.±  
 0.08 ACRES±  
 N:7134275.58  
 E:2498590.20

**POB (AS-SURVEYED)**  
 ACCESS, UTILITY &  
 FIBER EASEMENT  
 8,182.5 SQ. FT.±  
 0.19 ACRES±  
 N:7134275.64  
 E:2498615.20

**PARENT TRACT**  
 PARCEL ID:2759846  
 CITY OF PROSPER  
 INST. NO.  
 20170622010003020



**50' X 50' LEASE AREA (AS-SURVEYED)**

Being a certain portion of that certain tract of land owned now or formerly by City of Prosper, having a Collin County Assessor Parcel ID: 2759846, being part of the James Stone Survey, Abstract No. 847, said Collin County, Texas, and being more particularly described as follows: Commencing at a magnail found in concrete near the East side of Coit Road, having Texas North Central State Plane Coordinates of N:7134081.97 E:2498290.56; thence N 57°07'52" E leaving said right-of-way line a distance of 356.75 feet to a 5/8" rebar set and the Point of Beginning; thence N 00°07'46" W a distance of 50.00 feet to a 5/8" rebar set; thence N 89°52'14" E a distance of 50.00 feet to a 5/8" rebar set; thence S 00°07'46" E a distance of 50.00 feet to a 5/8" rebar set; thence S 89°52'14" W a distance of 50.00 feet to the Point of Beginning. Said above-described Lease Area contains 2,500.0 square feet or 0.06 acres, more or less.

**5' LANDSCAPE BUFFER (AS-SURVEYED)**

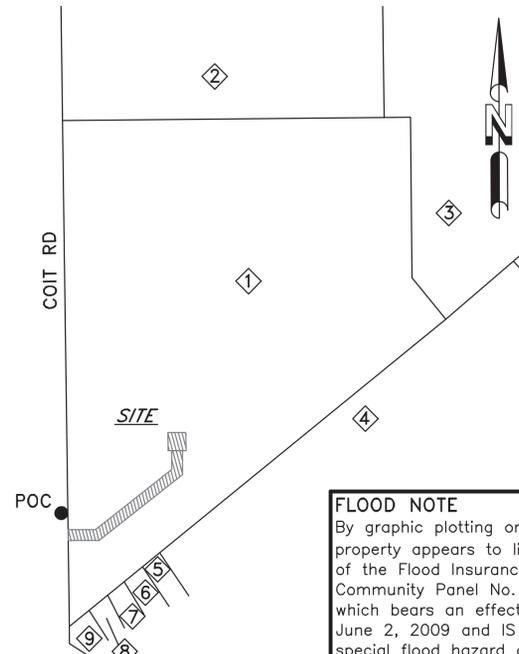
Being a certain portion of that certain tract of land owned now or formerly by City of Prosper, having a Collin County Assessor Parcel ID: 2759846, being part of the James Stone Survey, Abstract No. 847, said Collin County, Texas, and being more particularly described as follows: Commencing at a magnail found in concrete near the East side of Coit Road, having Texas North Central State Plane Coordinates of N:7134081.97 E:2498290.56; thence N 57°07'52" E leaving said right-of-way line a distance of 356.75 feet to a 5/8" rebar set and the Point of Beginning of a Landscape Buffer being 5 feet in width and being bounded by a line 5 feet left of and parallel to the following described bounding line; thence N 00°07'46" W a distance of 50.00 feet to a 5/8" rebar set; thence N 89°52'14" E a distance of 50.00 feet to a 5/8" rebar set; thence S 00°07'46" E a distance of 50.00 feet to a 5/8" rebar set; thence S 89°52'14" W a distance of 50.00 feet to the Point of Beginning. Said above-described Landscape Buffer contains 3,600.0 square feet or 0.08 acres, more or less.

**ACCESS, UTILITY & FIBER EASEMENT (AS-SURVEYED)**

Being a certain portion of that certain tract of land owned now or formerly by City of Prosper, having a Collin County Assessor Parcel ID: 2759846, being part of the James Stone Survey, Abstract No. 847, said Collin County, Texas, and being more particularly described as follows: Commencing at a magnail found in concrete near the East side of Coit Road, having Texas North Central State Plane Coordinates of N:7134081.97 E:2498290.56; thence N 55°09'04" E leaving said right-of-way line a distance of 365.08 feet to a 5/8" rebar set; thence N 00°07'46" W a distance of 50.00 feet to a 5/8" rebar set; thence N 89°52'14" E a distance of 50.00 feet to a 5/8" rebar set; thence S 00°07'46" E a distance of 50.00 feet to a 5/8" rebar set; thence S 89°52'14" W a distance of 25.00 feet to the Point of Beginning of an Access, Utility & Fiber Easement being 20 feet in width lying 10 feet each side of the following described centerline; thence S 00°06'47" E a distance of 22.54 feet to a point; thence S 50°55'15" W a distance of 319.67 feet to a point; thence N 89°46'17" W a distance of 66.91 feet, more or less, to a point on the east right-of-way line of said Coit Road and the Point of Ending. Said above-described Easement contains 8,182.5 square feet or 0.19 acres, more or less.

**PARENT TRACT OVERVIEW**

- 1 PARENT TRACT  
 PARCEL ID: 2759846  
 CITY OF PROSPER  
 INSTRUMENT NO: 20170622010003020
- 2 PARCEL ID: 2619467  
 PROSPER SE FIRST & COIT LLC  
 INSTRUMENT NO: 20220418000612720
- 3 PARCEL ID: 2619468  
 55 PROSPER LP  
 INSTRUMENT NUMBER: 184370
- 4 PARCEL ID: 2811287  
 LAKEWOOD HOA INC,  
 INSTRUMENT NUMBER: 20200303000300280
- 5 PARCEL ID: 2811269  
 NO INFORMATION  
 AVAILABLE
- 6 PARCEL ID: 2811268  
 SAIN, MICHAEL A. & BRANDI C.  
 INSTRUMENT NUMBER: 20210209000277440
- 7 PARCEL ID: 2811267  
 ARGUETA, ALEJANDRO  
 & BRITTANY ERIN GLASS  
 INSTRUMENT NUMBER: 20210311000484370
- 8 PARCEL ID: 2811266  
 GOHEEN, CHRISTOPHER & ELIZABETH  
 INSTRUMENT NUMBER: 20210208000264460
- 9 PARCEL ID: 28111265  
 SANDERSON, BRANT CHRISTOPHER  
 & MICHELLE LOUISE  
 INSTRUMENT NUMBER: 20211119002378600



**FLOOD NOTE**

By graphic plotting only, the subject property appears to lie in Zone "X" of the Flood Insurance Rate Map Community Panel No. 48085C0235J, which bears an effective date of June 2, 2009 and IS NOT in a special flood hazard area. Zone 'X': Areas determined to be outside the 0.2% annual chance floodplain.

**PROSPER COIT**  
**JAMES STONE SURVEY, ABSTRACT NO. 847**  
 COLLIN COUNTY, TEXAS

**EXHIBIT A**  
**ZONE-23-0036**  
 SURVEY

**SITE LOCATION INFORMATION:**  
 PLAN TYPE: NEW 105' MONOPOLE TOWER  
 PROPERTY OWNER: TOWN OF PROSPER  
 LEGAL DESCRIPTION: LAKEWOOD PRESERVE, BLOCK A, LOT 1.  
 GROSS ACREAGE: 22.840-ACRE TRACT (.0574 ACRE TOWER ADDITION)  
 SURVEY ABSTRACT NAME: JAMES STONE SURVEY, ABSTRACT 847

SHEET S.1

| NO. | REVISION | DATE | BY |
|-----|----------|------|----|
|     |          |      |    |
|     |          |      |    |
|     |          |      |    |

**PROJECT NO.**  
23-10564

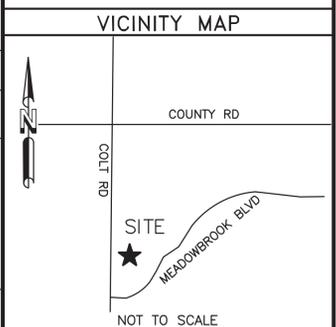
**DRAWN BY:** DC  
**CHECKED BY:** CS  
**FIELD CREW:** Bmc  
**APPROVED BY:** MKD  
**DATE:** 11/28/23  
**SCALE:** AS SHOWN  
**SHEET 1 OF 1**

**TOWER INFO**

CENTER OF TOWER

LATITUDE: 33.228667  
 LONGITUDE: -96.766236  
 (NAD 83)  
 GROUND ELEVATION: 729'  
 ABOVE MEAN SEA LEVEL (NAVD88)

SITE ADDRESS:  
 COIT RD  
 PROSPER, TEXAS 75078



**TEXAS NORTH CENTRAL**

GRID NORTH  
 CONVERGENCE  
 0°56'44.10650"

TRUE NORTH TO MAGNETIC  
 DECLINATION  
 2°41' E

COMBINED SCALE FACTOR  
 0.999877377

- LEGEND**
- = 5/8" REBAR SET
  - = FOUND PROPERTY MARKER
  - POB = POINT OF BEGINNING
  - POC = POINT OF COMMENCEMENT
  - POE = POINT OF ENDING
  - ▲ = CALCULATED POINT
  - (R) = REFERENCED INFORMATION
  - (M) = MEASURED
  - ⊕ = POWER POLE
  - ⊥ = GUY ANCHOR
  - ☐ = POWER BOX
  - ☐ = TELEPHONE PEDESTAL
  - ⊙ = SANITARY SEWER MANHOLE
  - ⊙ = TEMPORARY BENCHMARK  
 5/8" REBAR SET  
 ELEVATION 729.62'
- ROW --- = RIGHT-OF-WAY  
 - - - - - OP - - - - - = OVERHEAD POWER

**PROJECT NO.**  
23-10564

**DRAWN BY:** DC  
**CHECKED BY:** CS  
**FIELD CREW:** Bmc  
**APPROVED BY:** MKD  
**DATE:** 11/28/23  
**SCALE:** AS SHOWN  
**SHEET 1 OF 1**

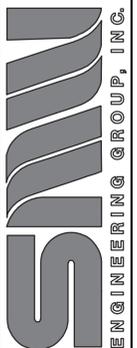
**RAWLAND TOWER SURVEY**

5944 Luther Lane  
 Suite 725  
 Dallas, TX, 75225



**FOR:**

SMW Engineering Group, Inc.  
 158 Business Center Drive  
 Birmingham, Alabama 35244  
 Ph: 205-252-6985  
 www.smweng.com



**ZONING NOTE:**  
 APPROVAL OF THE ZONING CASE ASSOCIATED WITH THIS EXHIBIT SHALL NOT IMPLY APPROVAL OF ANY ASSOCIATED STUDY, PLAN, OR PLAN, APPROVAL OF DEVELOPMENT STANDARDS SHOWN HEREON, OR THE INITIATION OF THE DEVELOPMENT PROCESS. PLANNING & ZONING COMMISSION AND/OR CITY COUNCIL ACTION ON STUDIES, PLANS, OR PLANS RELATING TO DEVELOPMENT OF THIS PROPERTY SHALL BE CONSIDERED AS AN ACTION SEPARATE FROM ACTION TAKEN ON THIS ZONING CASE.

**FLOOD NOTE:**  
 ACCORDING TO MAP NO. 48085C0235J, OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS FOR COLLIN COUNTY, TEXAS, EFFECTIVE DATE JUNE 2, 2009 THE SUBJECT TRACT IS SITUATED WITHIN: UN-SHADED ZONE "X"; DEFINED AS AREAS OUTSIDE THE 500-YEAR FLOOD;

**NOTE:** THIS PLAN IS SHOWN TO CLARIFY THE RELATIONSHIP OF PROPOSED WORK TO OVERALL SITE ONLY. PLAN BASED ON SURVEY BY: SMW ENGINEERING GROUP, INC.

**EXISTING UNDERGROUND UTILITIES ARE NOT SHOWN.** CONTRACTOR IS TO LOCATE AND PROTECT EXISTING UNDERGROUND UTILITIES DURING CONSTRUCTION.

**SITE LOCATION IS A GRASSY FIELD.** CONTRACTOR SHALL CLEAR AND LEVEL ENTIRE LEASE AREA.

**TOWER MATERIAL NOTE:**  
 TOWER SHALL COMPLY WITH APPROVED FACADE & DESIGN APPROVED BY TOWN OF PROSPER AND HOA'S HAVING JURISDICTION.

**EXISTING TREES NOTE:**  
 NO EXISTING TREES WILL BE REMOVED FOR THE CONSTRUCTION OF THIS PROJECT

**PROPOSED 6' HIGH PRECAST MASONRY SCREENING WALL.**  
 NOTE: DIMENSION AND EXACT MATERIALS TO BE IN SIMILAR LIKENESS TO EXISTING PARK STRUCTURES IN TYPE AND COLOR; DESIGN TO BE FINALIZED IN CDS.

**PROPOSED LANDSCAPE SCREENING WITHIN A 5' WIDE LANDSCAPE BUFFER AREA**  
**50'X50' LEASED PREMISES (FOR TENANT'S EXCLUSIVE USE)**

**PROPOSED 105' MONOPOLE TOWER**  
 EXISTING PROTECTED TREE LINE (PLASTIC SAFETY FENCE) (TO BE REMOVED AS NEEDED FOR CONSTRUCTION)  
**PROPOSED 40' TO 50' LIVE OAK TREES (AT MATURITY)**

**PARENT TRACT**  
 PARCEL ID: 2759846  
 CITY OF PROSPER  
 INST. NO:  
 20170622010003020

**PROPOSED (4) 2" FIBER CONDUITS FROM ANTHEMNET RACK TO MMPB ABUTTING ROW (450'±)**  
**PROPOSED (1) 3" ANTHEMNET U.G. POWER CONDUIT FROM PEDESTAL TO ANTHEMNET RACK (450'±)**

**20' WIDE ACCESS/UTILITY AND FIRE FASFWENT LESSEE'S PROPOSED GRAVEL ACCESS DRIVE (8,182.5± SQ FT.)**

EXISTING UTILITY POLE (POWER SOURCE)  
**PROPOSED FIBER HANDHOLE (MMPB)**  
**PROPOSED PEDESTAL (BY COSERV)**  
 EXISTING CURB (TO BE CUT AND REMOVED)

**PROPOSED PRIVET DRIVE (NOT FOR PUBLIC USE) SIGN**

EXISTING TRANSMISSION LINES (TYP.)  
 EXISTING SIDE WALK

15'R TYP.

EXISTING UTILITY POLE (TO BE RELOCATED BY COSERV)

**PROPOSED 11' DECEL LANE**

EXISTING OVERHEAD POWER LINE (TYP.)

**PROPOSED RELOCATED UTILITY POLE (BY COSERV)**

EXISTING DRIVEWAY

EXISTING HOUSE

809' TO NORTHERN DRIVEWAY

199' TO SOUTHERN DRIVEWAY

730'± TO NEAREST INTERSECTION MEADOWBROOK BLVD

GRASSY MEDIAN

40' STORAGE AREA

100' TRANSITION

COIT RD CONCRETE PUBLIC RIGHT-OF-WAY

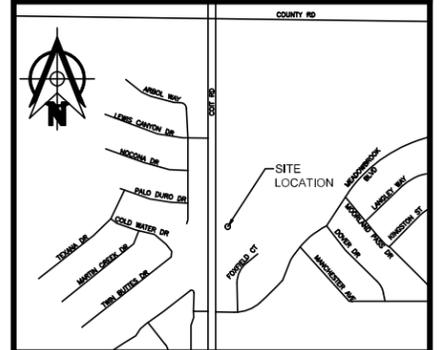
EXISTING 170' TEXAS POWER & LIGHT EASEMENT VOL. 810, PG. 639

EXISTING POND



| DATE OF CREATION: 12/04/2023 |                   |          |
|------------------------------|-------------------|----------|
| REV. NO:                     | REV. DESCRIPTION: | DATE:    |
| A                            | ZONING DRAWINGS   | 12.04.23 |
| B                            | ZONING DRAWINGS   | 12.19.23 |
| C                            | ZONING DRAWINGS   | 12.29.23 |

**EXHIBIT B**



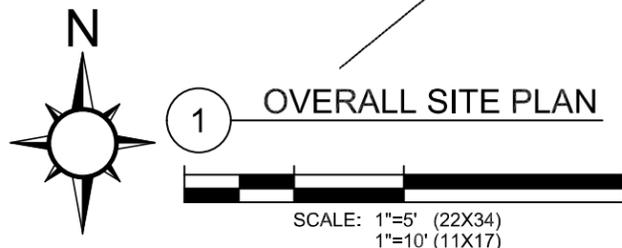
DATE VICINITY MAP (N.T.S.)

**FOR ZONING REVIEW ONLY**

ENGINEER:  
  
**PRELIMINARY DRAWING**  
 (NOT VALID UNLESS STAMPED AND SIGNED)

PROJECT NAME & SHEET DESCRIPTION:  
**EXHIBIT B**  
 ZONE-23-0036  
 OVERALL SITE PLAN - PAGE 1 OF 2

SITE LOCATION INFORMATION:  
 PLAN TYPE: NEW 105' MONOPOLE TOWER  
 PROPERTY OWNER: TOWN OF PROSPER  
 LEGAL DESCRIPTION: LAKEWOOD PRESERVE, BLOCK A, LOT 1.  
 GROSS ACREAGE: 22.840-ACRE TRACT (.0574 ACRE TOWER ADDITION)  
 SURVEY ABSTRACT NAME: JAMES STONE SURVEY, ABSTRACT 847



**OVERALL SITE PLAN**

1

**ZONING NOTE:**  
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**SITE LOCATION IS A GRASSY FIELD.** CONTRACTOR SHALL CLEAR AND LEVEL ENTIRE LEASE AREA.

**TOWER MATERIAL NOTE:**  
 TOWER SHALL COMPLY WITH APPROVED FACADE & DESIGN APPROVED BY TOWN OF PROSPER AND HOA'S HAVING JURISDICTION.

**EXISTING TREES NOTE:**  
 NO EXISTING TREES WILL BE REMOVED FOR THE CONSTRUCTION OF THIS PROJECT

**FLOOD NOTE:**  
 ACCORDING TO MAP NO. 48085C0235J, OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS FOR COLLIN COUNTY, TEXAS, EFFECTIVE DATE JUNE 2, 2009 THE SUBJECT TRACT IS SITUATED WITHIN: UN-SHADED ZONE "X"; DEFINED AS AREAS OUTSIDE THE 500-YEAR FLOOD;

**NOTE:** THIS PLAN IS SHOWN TO CLARIFY THE RELATIONSHIP OF PROPOSED WORK TO OVERALL SITE ONLY. PLAN BASED ON SURVEY BY: SMW ENGINEERING GROUP, INC.

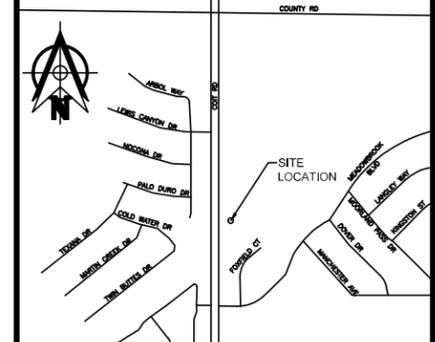
PREPARED FOR: **Item 14.**



DATE OF CREATION: 12/04/2023

| REV. NO: | REV. DESCRIPTION: | DATE:    |
|----------|-------------------|----------|
| A        | ZONING DRAWINGS   | 12.04.23 |
| B        | ZONING DRAWINGS   | 12.19.23 |
| C        | ZONING DRAWINGS   | 12.29.23 |

**EXHIBIT B**



DATE VICINITY MAP (N.T.S.)

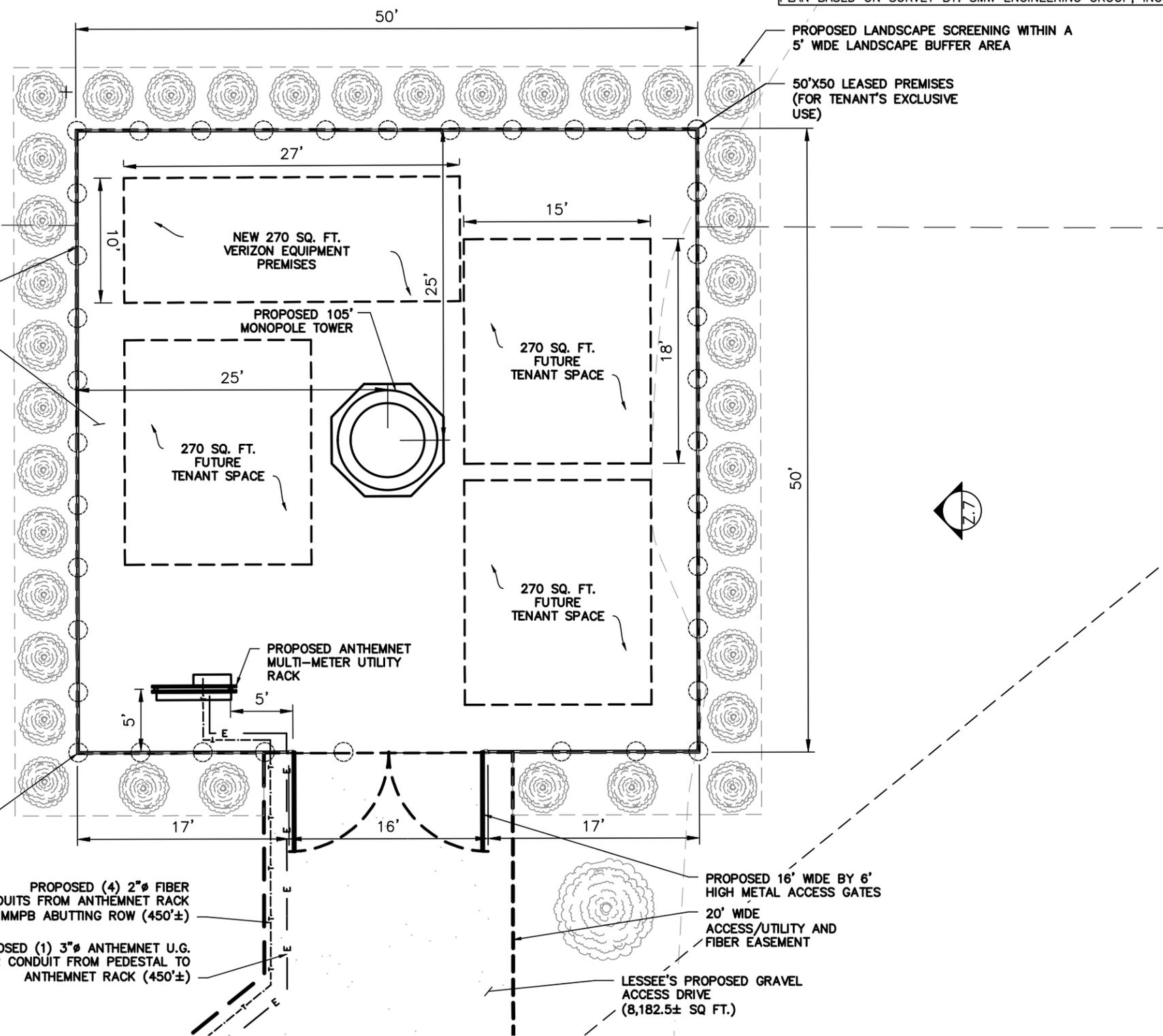
FOR ZONING REVIEW ONLY

ENGINEER:

**PRELIMINARY DRAWING**  
 (NOT VALID UNLESS STAMPED AND SIGNED)

PROJECT NAME & SHEET DESCRIPTION:  
**EXHIBIT B**  
 ZONE-23-0036  
 ENLARGED SITE PLAN - PAGE 2 OF 2

**SITE LOCATION INFORMATION:**  
 PLAN TYPE: NEW 105' MONOPOLE TOWER  
 PROPERTY OWNER: TOWN OF PROSPER  
 LEGAL DESCRIPTION: LAKEWOOD PRESERVE, BLOCK A, LOT 1.  
 GROSS ACREAGE: 22.840-ACRE TRACT (.0574 ACRE TOWER ADDITION)  
 SURVEY ABSTRACT NAME: JAMES STONE SURVEY, ABSTRACT 847



EXISTING PROTECTED TREE LINE (PLASTIC SAFETY FENCE) (TO BE REMOVED AS NEEDED FOR CONSTRUCTION)

EXISTING TREE CANOPY (TO BE TRIMMED AS NEEDED FOR CONSTRUCTION)

LESSEE'S COMPOUND WITH CRUSHED LIMESTONE TO 95% PROCTOR (2,500± SQ. FT.)

PROPOSED 40' TO 50' LIVE OAK TREES (AT MATURITY) (TYPx3)



25'

PROPOSED 6' HIGH PRECAST MASONRY SCREENING WALL  
 NOTE: DIMENSION AND EXACT MATERIALS TO BE IN SIMILAR LIKENESS TO EXISTING PARK STRUCTURES IN TYPE AND COLOR; DESIGN TO BE FINALIZED IN CDS.

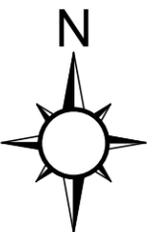
PROPOSED (4) 2"Ø FIBER CONDUITS FROM ANTHEMNET RACK TO MMPB ABUTTING ROW (450'±)

PROPOSED (1) 3"Ø ANTHEMNET U.G. POWER CONDUIT FROM PEDESTAL TO ANTHEMNET RACK (450'±)

PROPOSED 16' WIDE BY 6' HIGH METAL ACCESS GATES

20' WIDE ACCESS/UTILITY AND FIBER EASEMENT

LESSEE'S PROPOSED GRAVEL ACCESS DRIVE (8,182.5± SQ. FT.)



**1 ENLARGED SITE PLAN**



SCALE: 1"=5' (22X34)  
 1"=10' (11X17)



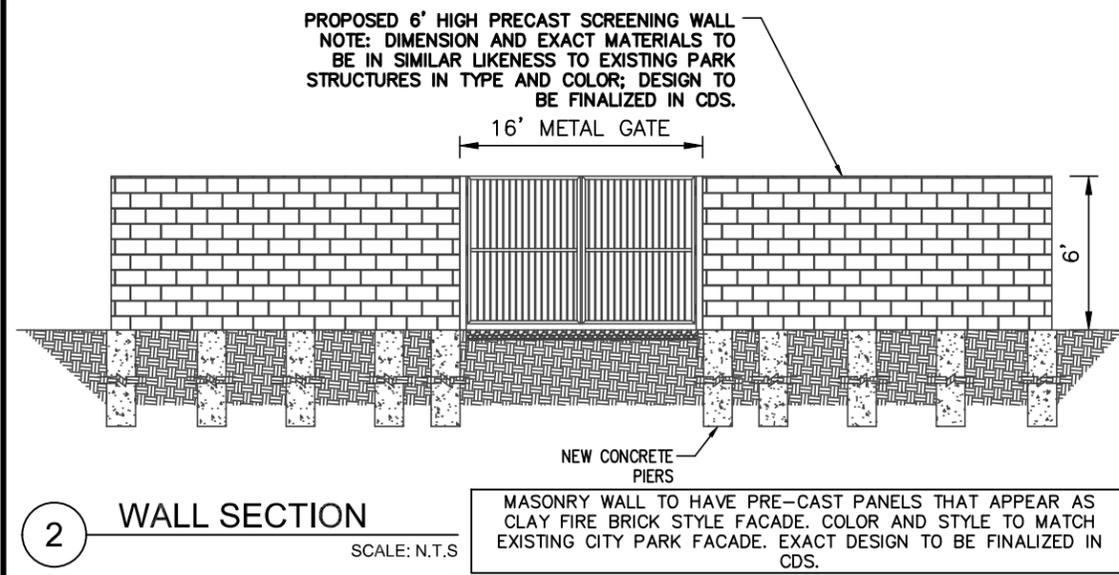
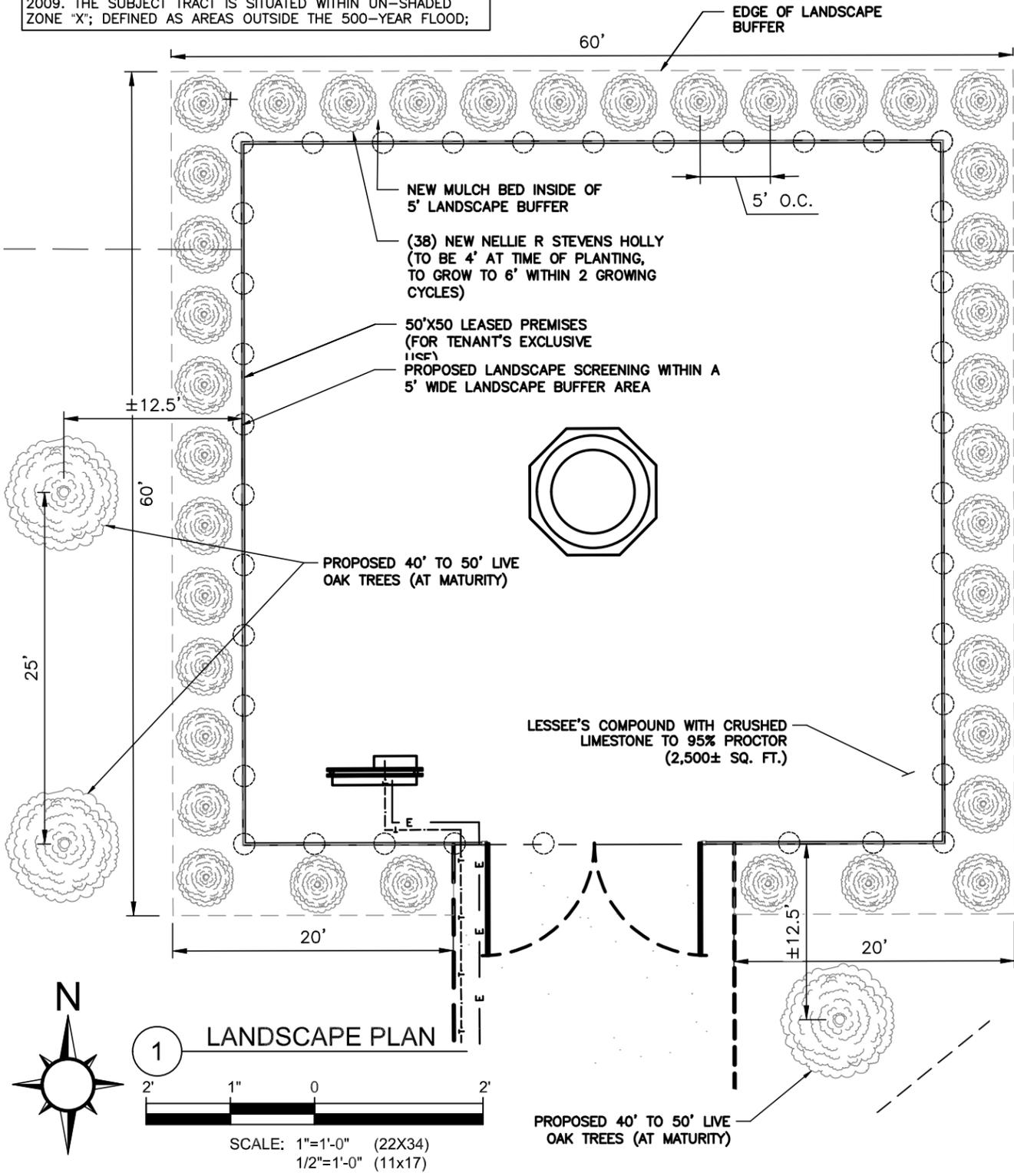
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**FLOOD NOTE:**  
 ACCORDING TO MAP NO. 48085C0235J OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS FOR COLLIN COUNTY, TEXAS, EFFECTIVE DATE JUNE 2, 2009. THE SUBJECT TRACT IS SITUATED WITHIN UN-SHADED ZONE "X"; DEFINED AS AREAS OUTSIDE THE 500-YEAR FLOOD;

SITE LOCATION IS A GRASSY FIELD. CONTRACTOR SHALL CLEAR AND LEVEL ENTIRE LEASE AREA.

**TOWER MATERIAL NOTE:**  
 TOWER SHALL COMPLY WITH APPROVED FACADE & DESIGN APPROVED BY TOWN OF PROSPER AND HOA'S HAVING JURISDICTION.

**EXISTING TREES NOTE:**  
 NO EXISTING TREES WILL BE REMOVED FOR THE CONSTRUCTION OF THIS PROJECT



**LANDSCAPING NOTES**

**PRIMARY SCREENING:**  
 ALL PLANTS TO BE 5 GALLON SIZE AND PLACED 5± SPACING. ONLY DROUGHT TOLERANT NATIVE SPECIES TO BE USED. SHRUBBERY SHALL BE A MINIMUM OF FOUR FEET (4') IN HEIGHT AT TIME OF PLANTING, PLANTED EVERY FIVE FEET (5') OR LESS ON CENTER.

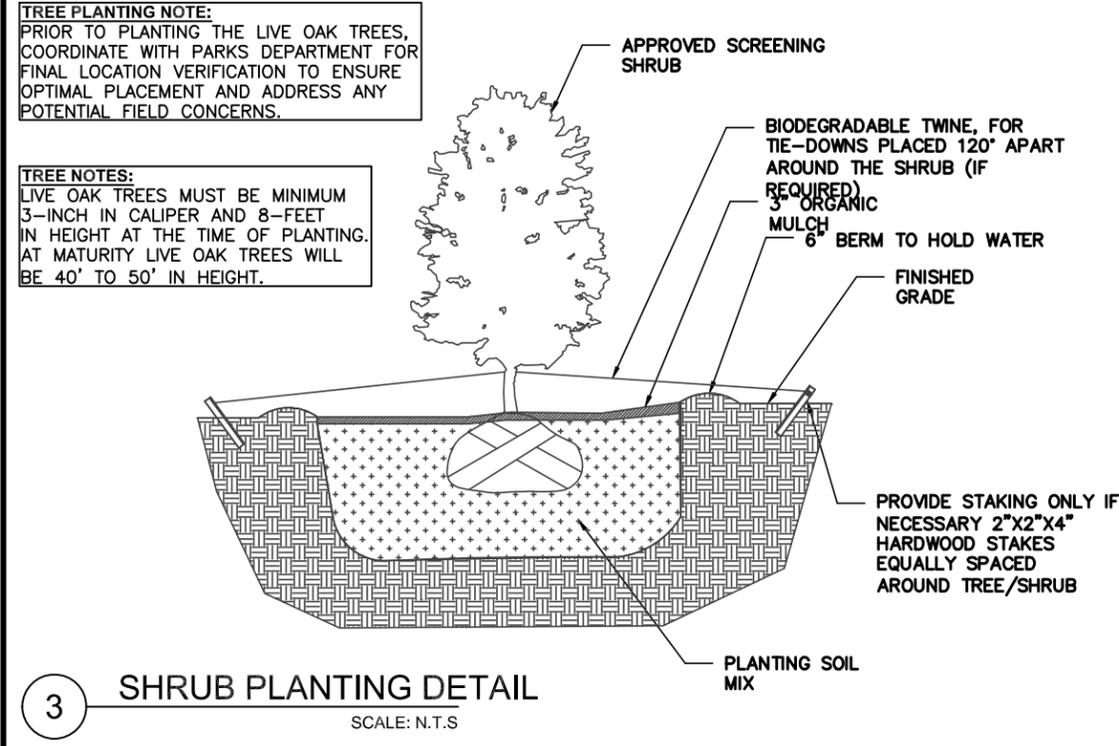
**APPROVED SPECIES:**  
 NELLIE R STEVENS HOLLY [WELL BRANCHED, MIN. HEIGHT OF 4' AT TIME OF PLANTING, TO GROW TO 6' WITHIN 2 GROWING CYCLES] (APPROX 38 PLANTS NEEDED TOTAL):

**IRRIGATION:**  
 NO IRRIGATION SYSTEM IS TO BE INSTALLED. A COMPANY IS TO BE CONTRACTED TO WATER THE PLANTS WEEKLY FOR THE FIRST 4 MONTHS AND THEN MONTHLY FOR THE NEXT 6 MONTHS.

**MAINTENANCE:**  
 PLANT USING 3" MULCH COVER. PLANTINGS TO BE MAINTAINED BY INDEPENDENT CONTRACTOR, TO BE PROVIDED BY TOWER DEVELOPER.

**PLANTING NOTES:**

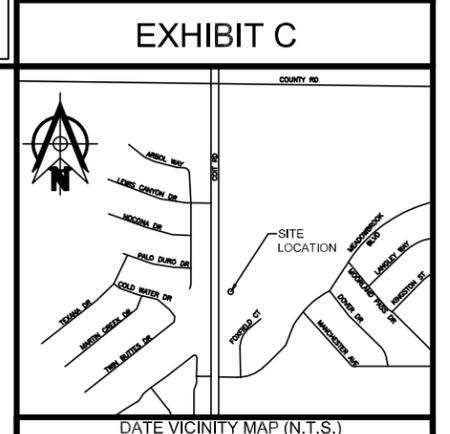
- MULCH WITH 4" MIN. ORGANIC MULCH.
- LANDSCAPE CONTRACTOR TO GUARANTEE SHRUBS FOR 180 DAYS.
- ALL PROPOSED LANDSCAPING IS REQUIRED AND SHALL BE PROPERLY MAINTAINED TO ENSURE GOOD HEALTH & VITALITY.
- SEED, MULCH, AND FERTILIZE IN DISTURBED AREAS.
- REFER TO LANDSCAPE PLAN (DETAIL 1, THIS SHEET) FOR PLANTING LOCATIONS.



**verizon**

DATE OF CREATION: 12/04/2023

| REV. NO: | REV. DESCRIPTION: | DATE:    |
|----------|-------------------|----------|
| A        | ZONING DRAWINGS   | 12.04.23 |
| B        | ZONING DRAWINGS   | 12.19.23 |
| C        | ZONING DRAWINGS   | 12.29.23 |



**FOR ZONING REVIEW ONLY**

ENGINEER: **SMW ENGINEERING GROUP, INC.**  
 700 EAST PARK BLVD. SUITE 204  
 PLANO, TX 75074  
 TEL: 205-399-6781 WWW.SMWENG.COM

**PRELIMINARY DRAWING**  
 (NOT VALID UNLESS STAMPED AND SIGNED)

PROJECT NAME & SHEET DESCRIPTION:  
**EXHIBIT C**  
 ZONE-23-0036  
 LANDSCAPE AND SCREENING PLAN

SITE LOCATION INFORMATION:  
 PLAN TYPE: NEW 105' MONOPOLE TOWER  
 PROPERTY OWNER: TOWN OF PROSPER  
 LEGAL DESCRIPTION: LAKEWOOD PRESERVE, BLOCK A, LOT 1.  
 GROSS ACREAGE: 22.840-ACRE TRACT (.0574 ACRE TOWER ADDITION)  
 SURVEY ABSTRACT NAME: JAMES STONE SURVEY, ABSTRACT 847

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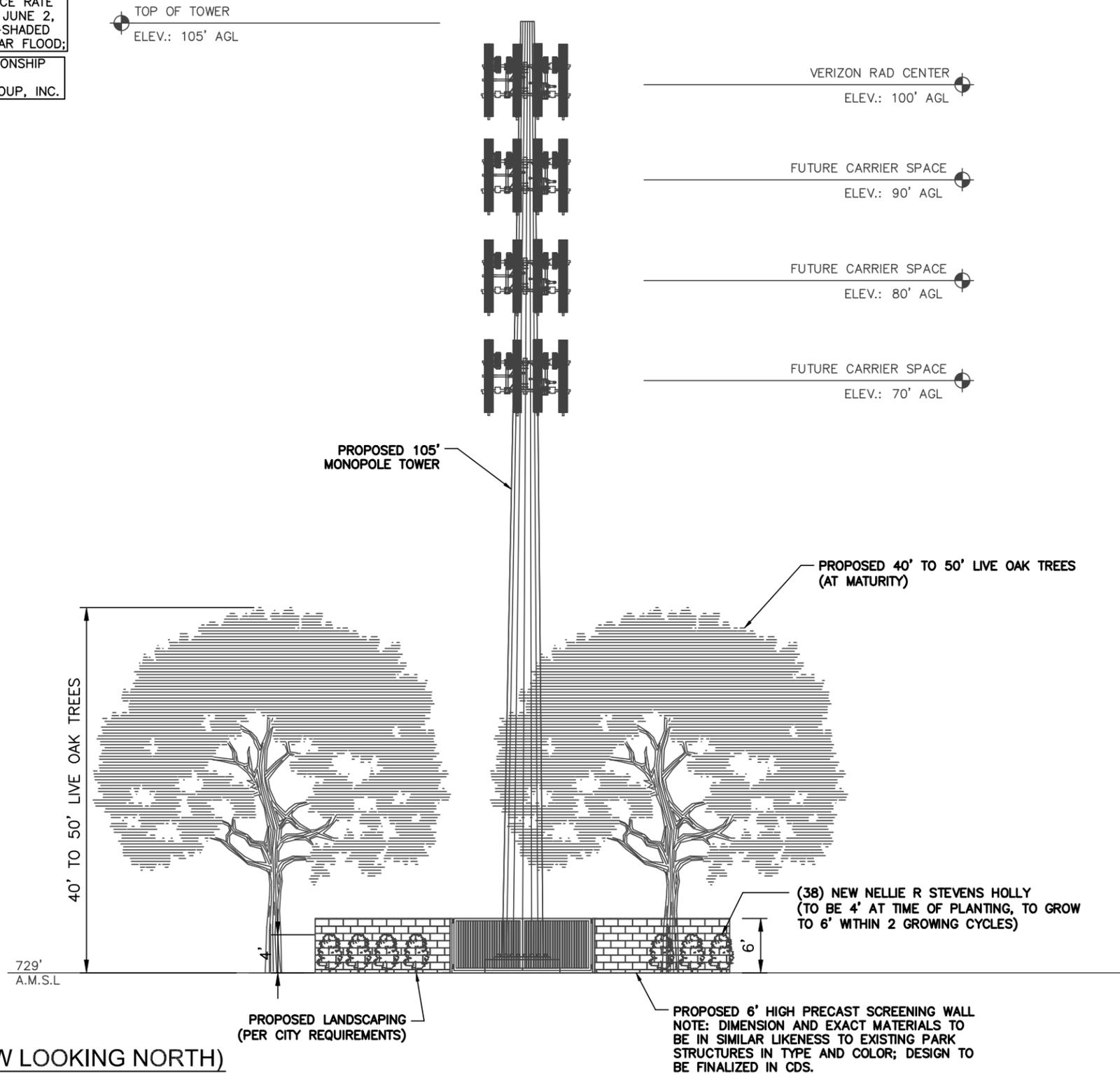
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SITE LOCATION IS A GRASSY FIELD. CONTRACTOR SHALL CLEAR AND LEVEL ENTIRE LEASE AREA.

**TOWER MATERIAL NOTE:**  
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**TOWER NOTES:**  
 1. SMW HAS NOT PERFORMED A STRUCTURAL ANALYSIS OF THE PROPOSED TOWER OR PROPOSED ANTENNA MOUNT. REFER TO STRUCTURAL ANALYSIS BY OTHERS FOR ADDITIONAL INFORMATION.  
 2. REFER TO TOWER STRUCTURAL ANALYSIS FOR PROPOSED CABLE ROUTING AND ATTACHMENT DETAILS.  
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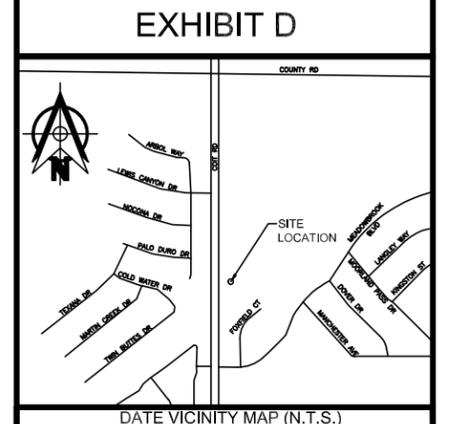
STRUCTURE SHOWN IS SCHEMATIC IN NATURE ONLY. THE CONTRACTOR SHALL COORDINATE WITH THE CONSTRUCTION MANAGER FOR FINAL STRUCTURE DESIGN AND SPECIFICATIONS.



1 SOUTH ELEVATION (VIEW LOOKING NORTH)  
 SCALE: N.T.S



| DATE OF CREATION: 12/04/2023 |                   |          |
|------------------------------|-------------------|----------|
| REV NO:                      | REV. DESCRIPTION: | DATE:    |
| A                            | ZONING DRAWINGS   | 12.04.23 |
| B                            | ZONING DRAWINGS   | 12.19.23 |
| C                            | ZONING DRAWINGS   | 12.29.23 |



FOR ZONING REVIEW ONLY

ENGINEER:

**PRELIMINARY DRAWING**  
 (NOT VALID UNLESS STAMPED AND SIGNED)

PROJECT NAME & SHEET DESCRIPTION:  
**EXHIBIT D**  
 ZONE-23-0036  
 FACADE PLAN - PAGE 1 OF 4

SITE LOCATION INFORMATION:  
 PLAN TYPE: NEW 105' MONOPOLE TOWER  
 PROPERTY OWNER: TOWN OF PROSPER  
 LEGAL DESCRIPTION: LAKEWOOD PRESERVE, BLOCK A, LOT 1.  
 GROSS ACREAGE: 22.840-ACRE TRACT (.0574 ACRE TOWER ADDITION)  
 SURVEY ABSTRACT NAME: JAMES STONE SURVEY, ABSTRACT 847



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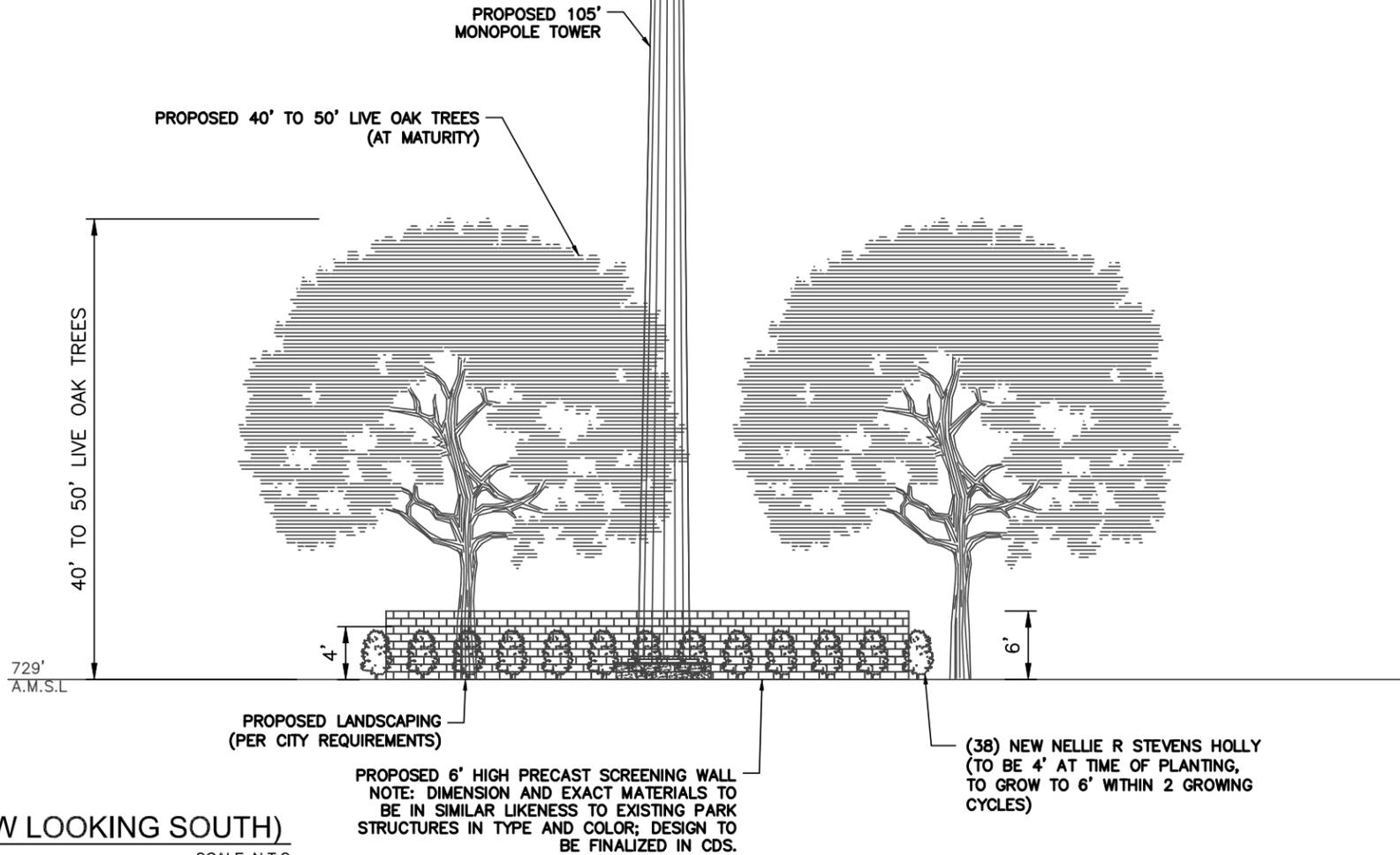
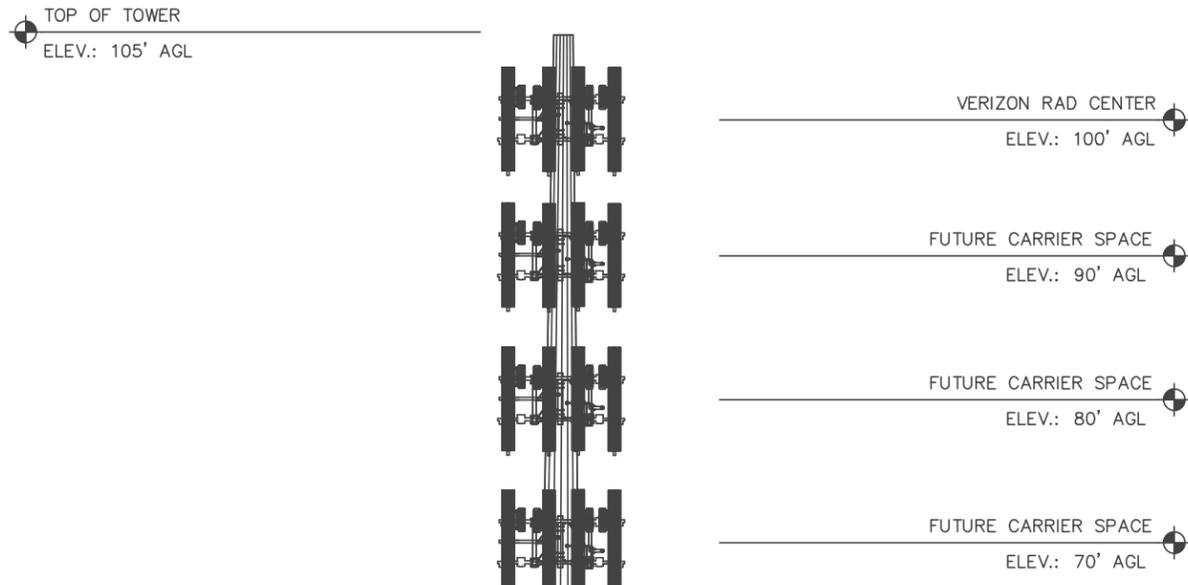
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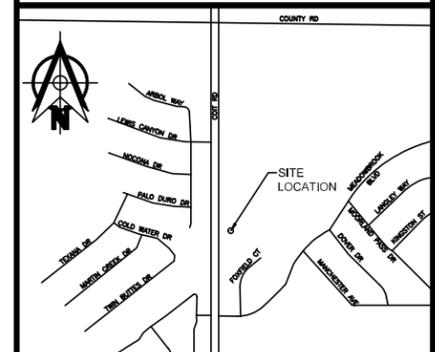


1 NORTH ELEVATION (VIEW LOOKING SOUTH) SCALE: N.T.S.



| DATE OF CREATION: 12/04/2023 |                   |          |
|------------------------------|-------------------|----------|
| REV. NO.                     | REV. DESCRIPTION: | DATE:    |
| A                            | ZONING DRAWINGS   | 12.04.23 |
| B                            | ZONING DRAWINGS   | 12.19.23 |
| C                            | ZONING DRAWINGS   | 12.29.23 |

EXHIBIT D



FOR ZONING REVIEW ONLY

ENGINEER:  
 PRELIMINARY DRAWING  
700 EAST PARK BLVD. SUITE 204 PLANO, TX 75074 TEL: 205-399-6781 WWW.SMWENG.COM  
 (NOT VALID UNLESS STAMPED AND SIGNED)

PROJECT NAME & SHEET DESCRIPTION:  
**EXHIBIT D**  
 ZONE-23-0036  
 FACADE PLAN - PAGE 3 OF 4

SITE LOCATION INFORMATION:  
 PLAN TYPE: NEW 105' MONOPOLE TOWER  
 PROPERTY OWNER: TOWN OF PROSPER  
 LEGAL DESCRIPTION: LAKEWOOD PRESERVE, BLOCK A, LOT 1.  
 GROSS ACREAGE: 22.840-ACRE TRACT (.0574 ACRE TOWER ADDITION)  
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TOP OF TOWER  
 ELEV.: 105' AGL

VERIZON RAD CENTER  
 ELEV.: 100' AGL

FUTURE CARRIER SPACE  
 ELEV.: 90' AGL

FUTURE CARRIER SPACE  
 ELEV.: 80' AGL

FUTURE CARRIER SPACE  
 ELEV.: 70' AGL

PROPOSED 105' MONOPOLE TOWER

PROPOSED 40' TO 50' LIVE OAK TREES (AT MATURITY)

(38) NEW NELLIE R STEVENS HOLLY (TO BE 4' AT TIME OF PLANTING, TO GROW TO 6' WITHIN 2 GROWING CYCLES)

729' A.M.S.L.

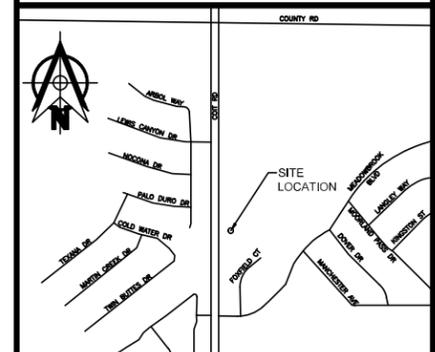
PROPOSED LANDSCAPING (PER CITY REQUIREMENTS)

PROPOSED 6' HIGH PRECAST SCREENING WALL  
 NOTE: DIMENSION AND EXACT MATERIALS TO BE IN SIMILAR LIKENESS TO EXISTING PARK STRUCTURES IN TYPE AND COLOR; DESIGN TO BE FINALIZED IN CDS.



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| B                            | ZONING DRAWINGS   | 12.19.23 |
| C                            | ZONING DRAWINGS   | 12.29.23 |
|                              |                   |          |
|                              |                   |          |

**EXHIBIT D**



DATE VICINITY MAP (N.T.S.)

FOR ZONING REVIEW ONLY

ENGINEER:  
  
 PRELIMINARY DRAWING  
 (NOT VALID UNLESS STAMPED AND SIGNED)

PROJECT NAME & SHEET DESCRIPTION:  
**EXHIBIT D**  
 ZONE-23-0036  
 FACADE PLAN - PAGE 4 OF 4

SITE LOCATION INFORMATION:  
 PLAN TYPE: NEW 105' MONOPOLE TOWER  
 PROPERTY OWNER: TOWN OF PROSPER  
 LEGAL DESCRIPTION: LAKEWOOD PRESERVE, BLOCK A, LOT 1.  
 GROSS ACREAGE: 22.840-ACRE TRACT (.0574 ACRE TOWER ADDITION)  
 SURVEY ABSTRACT NAME: JAMES STONE SURVEY, ABSTRACT 847



## 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: Bid Award: Legacy Drive (Prairie – First) – 4 Lanes**

**Town Council Meeting – January 23, 2024**

**Strategic Visioning Priority: 1. Acceleration of Infrastructure**

### **Agenda Item:**

Consider and act upon awarding CSP No. 2024-10-B to Zachry Construction Corporation, related to construction services for the Legacy Drive (Prairie – First) – 4 Lanes project; and authorizing the Town Manager to execute a construction agreement for same.

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

On December 15, 2023, at 3:00 PM, four (4) Competitive Sealed Proposals were received for the Legacy Drive (Prairie – First) – 4 Lanes project. The project includes the construction of 2 and 4 lane sections of Legacy Drive from Scarlett Drive to First Street along with median landscape & irrigation improvements on Legacy Drive from Prairie Drive to First Street. This work also includes but is not limited to excavation, embankment, moisture conditioning, subgrade, concrete pavement, bridge construction, storm drainage, and water mains. This project will complete the connection of 4 lanes of Legacy Drive between US 380 and First Street.

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

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

The verified proposal totals ranged between \$9,146,215.80 and \$10,734,386.85. The Engineer's Estimate was \$9,700,000.00. The proposal's final completion times ranged from 205 calendar days to 395 calendar days. Zachry Construction Corporation was the firm that ranked the highest after consideration of Costs, Time, and Qualifications with a cost of \$9,146,215.80, and a project timeline of 243 calendar days. The contractor that provided the proposal with the lowest timeline had a cost of \$9,867,454.90. Zachry Construction Corporation has not performed a project for the Town of Prosper but has successfully completed similar projects for the City of Denton, City of Frisco, and currently working on US 380 for the Texas Department of Transportation. Staff checked the references provided and received positive feedback.

**Budget Impact:**

The cost for the construction of the project is \$9,146,215.80. The construction budget for the project is \$10,000,000 in Account No. 750-6610-10-00-2143-ST.

**Legal Obligations and Review:**

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

**Attachments:**

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

**Town Staff Recommendation:**

Town staff recommends that the Town Council award CSP No. 2024-10-B to Zachry Construction Corporation, related to construction services for the Legacy Drive (Prairie – First) – 4 Lanes project; and authorizing the Town Manager to execute a construction agreement for same.

**Proposed Motion:**

I move to award CSP No. 2024-10-B to Zachry Construction Corporation, related to construction services for the Legacy Drive (Prairie – First) – 4 Lanes project; and authorize the Town Manager to execute a construction agreement for same.

# LOCATION MAP

Legacy Drive

Prairie Drive to First Street





**TOWN OF PROSPER  
PROPOSAL TABULATION SUMMARY**

|                     |                                      |
|---------------------|--------------------------------------|
| Solicitation Number | CSP No. 2024-10-B                    |
| Solicitation Title  | Legacy Drive (Prairie-First) 2143-ST |
| Close Date          | 12/15/2023 @ 2:00PM                  |

| Responding Supplier                    | City          | State | Response Submitted          | Response Total  | Total Days |
|--|---------------|-------|-----------------------------|-----------------|------------|
| Zachry Construction Corporation        | Grand Prairie | TX    | 12/15/2023 01:41:58 PM (CT) | \$9,146,215.80  | 243        |
| Mario Sinacola & Sons Excavating, Inc. | Frisco        | TX    | 12/15/2023 01:36:14 PM (CT) | \$9,407,172.99  | 300        |
| Urban Infraconstruction LLC            | FORT WORTH    | TX    | 12/15/2023 01:33:24 PM (CT) | \$9,867,454.90  | 205        |
| Tiseo Paving Co.                       | Mesquite      | TX    | 12/15/2023 11:58:59 AM (CT) | \$10,734,386.85 | 395        |

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

|               |  |               |                   |
|---------------|--|---------------|-------------------|
| Certified by: | Jay Carter, NIGP-CPP, CPPB, C.P.M.<br>Purchasing Manager<br>Town of Prosper, Texas | Certified on: | December 15, 2023 |
|---------------|--|---------------|-------------------|



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

**B. Total of Payments Due Contractor**

For performance of the Work in accordance with the Contract Documents, the Owner shall pay the Contractor in current funds an amount not to exceed **Nine million one-hundred forty-six thousand two hundred fifteen dollars and 80 cents (\$9,146,215.80)**. This amount is subject to adjustment by change order in accordance with the Contract Documents.

**C. Dates to Start and Complete Work**

Contractor shall begin work within ten (10) calendar days after receiving a written Notice to Proceed or written Work Order from the Owner. All Work required under the Contract Documents shall be substantially completed within **213** calendar days after the date of the Notice to Proceed for the base proposal. Within **30** additional calendar days after Substantial Completion, all outstanding issues shall be addressed and ready for final payment.

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

**D. CONTRACTOR'S INDEMNITY TO THE OWNER AND OTHERS**

**CONTRACTOR DOES HEREBY AGREE TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE TOWN OF PROSPER (OWNER) TOGETHER WITH ITS MAYOR AND TOWN COUNCIL AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM AND AGAINST ANY AND ALL CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LIABILITY, LOSSES, PENALTIES, SUITS OR CAUSES OF ACTION OF EVERY KIND INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, COURT COSTS AND ATTORNEY FEES WHICH MAY ARISE BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY OCCASIONED BY ERROR, OMISSION, OR NEGLIGENT ACT OF CONTRACTOR, ITS SUBCONTRACTORS, ANY OFFICERS, AGENTS OR EMPLOYEES OF CONTRACTOR OR ANY SUBCONTRACTORS, INVITEES, AND ANY OTHER THIRD PARTIES OR PERSONS FOR WHOM OR WHICH CONTRACTOR IS LEGALLY RESPONSIBLE, IN ANY WAY ARISING OUT OF, RELATING TO, RESULTING FROM, OR IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT, AND CONTRACTOR WILL AT HIS OR HER OWN COST AND EXPENSE DEFEND AND PROTECT TOWN OF PROSPER (OWNER) FROM ANY AND ALL SUCH CLAIMS AND DEMANDS.**

**CONTRACTOR DOES HEREBY AGREE TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS TOWN OF PROSPER (OWNER) TOGETHER WITH ITS MAYOR AND TOWN COUNCIL AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES, FROM AND**

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

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

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

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

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

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

## E. Insurance Requirements

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

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

re: CSP No. 2024-10-B Legacy (Prairie – First) – 4 lanes 2143-ST

### 1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

### 2. Minimum Limits of Insurance

Contractor shall maintain throughout contract limits not less than:

- a. Commercial General Liability: \$1,000,000 per occurrence / \$2,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy will include coverage for:
  - 1) Premises / Operations
  - 2) Broad Form Contractual Liability
  - 3) Products and Completed Operations
  - 4) Personal Injury

- 5) Broad Form Property Damage
  - 6) Explosion Collapse and Underground (XCU) Coverage.
  - b. Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 per injury, \$300,000 per occurrence, and \$100,000 per occupational disease.
  - c. Automobile Liability: \$1,000,000 Combined Single Limit. Limits can only be reduced if approved by the Town. Automobile liability shall apply to all owned, hired and non-owned autos.
  - d. Builders' Risk Insurance: Completed value form, insurance carried must be equal to the completed value of the structure. Town shall be listed as Loss Payee.
  - e. \$1,000,000 Umbrella Liability Limit that follows form over underlying Automobile Liability, General Liability, and Employers Liability coverages.
3. Deductible and Self-Insured Retentions

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

4. Other Insurance Provisions

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

- a. General Liability and Automobile Liability Coverage
  - 1) The Town, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the contractor, products and completed operations of the contractor, premises owned, occupied or used by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.
  - 2) The contractor's insurance coverage shall be primary insurance in respects to the Town, its officers, officials, employees and volunteers. Any insurance or self- insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the contractor's insurance and shall not contribute with it.

- 3) Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Town, its officers, officials, employees, boards and commissions or volunteers.
- 4) The contractor's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured's limits of liability.

b. **Workers' Compensation and Employer's Liability Coverage**

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

c. **All Coverages**

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

5. **Acceptability of Insurers**

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

6. **Verification of Coverage**

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

**F. Performance, Payment and Maintenance Bonds**

The Contractor shall procure and pay for a Performance Bond applicable to the work in the amount of one hundred fifteen percent (115%) of the total proposed price, and a Payment Bond applicable to the work in the amount of one hundred percent (100%) of the total proposed price. The Contractor shall also procure and pay for a Maintenance Bond applicable to the work in the amount of one hundred percent (100%) of the total proposed price. The period of the Maintenance Bond shall be two years from the date of acceptance of all work done under the contract, to cover the guarantee as set forth in this Construction Agreement. The performance, payment and maintenance bonds shall be issued in the form attached to this Construction Agreement as Exhibits A, B and C. Other performance, payment and

maintenance bond forms shall not be accepted. Among other things, these bonds shall apply to any work performed during the two-year warranty period after acceptance as described in this Construction Agreement.

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

#### **G. Progress Payments and Retainage**

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

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

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

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

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

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

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

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

#### **H. Withholding Payments to Contractor**

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

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

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

#### **I. Acceptance of the Work**

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

It is specifically provided that Work shall be deemed accepted on the date specified in the Owner's written notice of acceptance of the Work. The Work shall not be deemed to be accepted based on

"substantial completion" of the Work, use or occupancy of the Work, or for any reason other than the Owner's written Notice of Acceptance. Further, the issuance of a certificate of occupancy for all or any part of the Work shall not constitute a Notice of Acceptance for that Work.

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

#### **J. Acceptance of Erosion Control Measures**

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

#### **K. Final Payment**

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

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

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

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

and Contractor shall provide such other and further documents as may be requested and required by the Owner to close out a particular project.

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

#### **L. Contractor's Warranty**

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

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

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

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

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

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

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

#### **M. Compliance with Laws**

The Contractor shall be responsible for ensuring that it and any subcontractors performing any portion of the Work required under the Contract Documents comply with all applicable federal, state, county, and municipal laws, regulations, and rules that relate in any way to the performance and completion of the

Work. This provision applies whether or not a legal requirement is described or referred to in the Contract Documents.

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

#### **N. "Anti-Israel Boycott" Provision**

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

#### **O. Other Items**

The Contractor shall sign the Construction Agreement, and deliver signed performance, payment and maintenance bonds and proper insurance policy endorsements (and/or other evidence of coverage) within ten (10) calendar days after the Owner makes available to the Contractor copies of the Contract Documents for signature. Six (6) copies of the Contract Documents shall be signed by an authorized representative of the Contractor and returned to the Town.

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

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

**THE CONTRACTOR AGREES THAT IT SHALL HAVE NO CLAIM OR CAUSE OF ACTION OF ANY KIND AGAINST OWNER, INCLUDING A CLAIM FOR BREACH OF CONTRACT, NOR SHALL THE OWNER BE REQUIRED TO PERFORM UNDER THE CONTRACT DOCUMENTS, UNTIL THE DATE THE**

**OWNER DELIVERS TO THE CONTRACTOR A COPY OF THE CONSTRUCTION AGREEMENT BEARING THE SIGNATURES JUST SPECIFIED.**

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

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

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

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

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

*[Signatures continued on following page.]*

**CONTRACTOR – ZACHRY CONSTRUCTION CORPORATION**

**TOWN OF PROSPER, TEXAS**



By: Travis Mross

By: **MARIO CANIZARES**

Title: Executive Vice President

Title: Town Manager

Date: 01/02/2024

Date: \_\_\_\_\_

Address: P. O. Box 33240  
San Antonio, TX 78265

Address: 250 W. First St.  
P.O. Box 307  
Prosper, Texas 75078

Phone: (210) 871.2700

Phone: (972) 569-1010

Email: travis.mross@zachrycorp.com

Email: mcanizares@prospertx.gov

ATTEST:

\_\_\_\_\_  
MICHELLE LEWIS SIRIANNI  
Town Secretary

## **TECHNICAL SPECIFICATIONS**

- TS.01: PAY ITEM DESCRIPTIONS:** The pay item descriptions contained on the following pages are incorporated into this Contract's technical specifications.
- TS.02: GENERAL:** The Owner utilizes the current editions of *Public Works Construction Standards – North Central Texas* published by the North Central Texas Council of Governments (NCTCOG) and *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* published by the Texas Department of Transportation (TxDOT). Please reference the Construction Plans for all other technical specifications not contained herein.

## **TECHNICAL SPECIFICATIONS - PAY ITEM DESCRIPTIONS**

### **General**

Any and all Work specifically called for in the Contract Documents or which is required for the proper construction of items called for in the Contract Documents is to be performed by Contractor unless specifically indicated otherwise. **The cost of all work for which there is no separate pay item in the proposal shall be included in the price for a related pay item such that work called for or required by the Contract Documents will be constructed for the Contract Price.**

The following descriptions of certain pay items are intended to clarify the nature of the work required for this project. The provisions of the standard specifications shall apply, except as otherwise noted herein.

Each pay item includes all labor, materials, equipment and incidentals necessary to construct that item. The contract shall be awarded based on the "TOTAL BID" for the funding that the Town has budgeted.

### **Pay Item 1 – Mobilization and Move-In Not to Exceed Five-Percent (5%)**

The work under this item shall include the establishment of offices and other facilities on the project site and the movement of personnel, construction equipment and supplies to the project site or to the vicinity of the project site in order to enable the CONTRACTOR to begin work on the contract. The cost of all bonds and insurance for the project will also be considered part of this specification.

Mobilization shall be measured as a lump sum item as the work progresses. **The maximum bid amount for this item shall not exceed 5% of total bid amount for the project.** Partial payments for mobilization shall be paid for at the Total Unit Price as shown in the bid proposal with the regular monthly estimates as follows: The adjusted contract amount for construction items as used below is defined as the total contract amount less the lump sum bid for Mobilization.

- a. When 1% and less than 5% of the adjusted contract amount for construction items is completed, 50% of the mobilization lump sum bid will be paid.
- b. When 5% and less than 10% of the adjusted contract amount for construction items is completed, 75% of the mobilization lump sum bid will be paid. Previous payments under this section will be deducted from this amount.
- c. When 10% or more of the adjusted contract amount for construction items is completed, 95% of the mobilization lump sum bid will be paid. Previous payments under this section will be deducted from this amount.
- d. Payment for the remainder of the lump sum bid for "Mobilization" will be made on the final estimate.

Mobilization shall encompass cost for the entire project. The CONTRACTOR will be expected to work continuously regardless of franchise utility relocations and phasing. If the CONTRACTOR stops work for any reason and remobilizes, the cost of remobilization will be at the CONTRACTOR'S expense.

Measurement and payment shall be based on the lump sum bid price of mobilization and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

**Pay Item 2 – General Site Preparation (Including Tree Removal)**

This pay item shall consist of all work associated with providing General Site Preparation for the project and shall be performed in accordance with NCTCOG Item 203.1.

Unless indicated otherwise with a specific pay item, all removals of any item within the limits of the project that are not specifically called out to remain will be considered subsidiary to this item. Subsidiary items include, but are not limited to: trees, fences, gates, concrete pavement, pavement markers and markings (existing, and temporary), signage, asphalt, gravel, base, rock riprap, headwalls, wingwalls, walls, junction boxes, flumes, manholes, inlets, storm drain culverts and pipes, bollards, pavers, any concrete under pavers in the median, any concrete within the medians, handrails, metal beam guard fence, mow strips, landscaping, entry features, gutter drains, poles, foundations, fire hydrants and associated piping, blocking and valves, lighting poles/fixtures/foundations, conduit (lighting and signal), irrigation facilities, franchise utility markers, abandoned franchise utilities, etc.

This pay item shall include all necessary labor, materials, and supervision to remove existing reinforced concrete pavement (all thicknesses). Work shall include but is not limited to: sawcutting of existing pavement, concrete demolition, and concrete disposal. Jack Hammer method will not be allowed adjacent to residential areas.

Unless indicated otherwise with a specific pay item, all adjustments of any existing appurtenance within the limits of the project that are not specifically called out to remain will be considered subsidiary to this item. Subsidiary items include, but are not limited to: existing water valves, water meters, manholes, gas valves, gas meters, ground boxes, irrigation facilities, franchise utility appurtenances, and any other appurtenances to finished grade.

If CONTRACTOR damages any item not designated to be removed within the limits of construction, it must be restored to equal or better condition at the CONTRACTOR'S cost. Abandonment and removal of existing water lines, and all appurtenances are subsidiary.

This pay item shall include tree protection in accordance with Town requirements.

Measurement and payment shall be based on the lump sum bid price of General Site Preparation and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

**Pay Item 3 – Unclassified Street Excavation, Grading, and Haul Off**

This pay item shall consist of all work associated with providing Unclassified Street Excavation for the project and shall be performed in accordance with NCTCOG Item 203.2.

The bid total was determined through calculations and will be used for determining final quantity for payment purposes. Contract adjustment may be made if the actual measured quantity varies by more than 10% of the total estimated bid quantity amount. Either the OWNER or the CONTRACTOR may initiate the adjustment. If the adjustment is requested by the CONTRACTOR, the CONTRACTOR must obtain field measurements and calculations

acceptable to the OWNER justifying the actual quantity. If the adjustment is made by the OWNER, the revised quantity will constitute the final quantity which payment will be made.

This item shall include all excavation required for the proposed outfall grading for the project.

Refer to Geotechnical Engineering Study prepared by CMJ Engineering on March 2023 for additional information for material and compaction requirements.

Measurement and payment shall be for the unit price bid per cubic yard of excavation and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

**Pay Item 4 – Embankment, Including Delivery, Placing, and Compaction (Roadway) (Density Control)**

This pay item shall consist of all work associated with providing Embankment/Borrow for the project and shall be performed in accordance with NCTCOG Items 203.4 and 203.5. Embankment shall consist of the placement and compaction of all suitable materials obtained from excavation, borrow or any other approved excavation.

The bid total was determined through calculations and will be used for determining final quantity for payment purposes and includes the total borrow required for the project (not net). If quantity adjustment is requested by the Contractor, the Contractor must obtain field measurements and calculations justifying the actual quantity.

This item shall include all embankment required for the proposed outfall grading for the project.

Refer to Geotechnical Engineering Study prepared by CMJ Engineering on March 2023 for additional information for material and compaction requirements.

Measurement and payment shall be for the unit price bid per cubic yard of embankment and shall be full compensation for all labor, materials, compaction, hauling, dewatering, testing and incidentals necessary to complete the work.

**Pay Item 5 – Pulverize, Mix, and Compact 12” Lime Stabilized Subgrade**

This pay item shall consist of all work associated with providing Lime Stabilized Subgrade for the project and shall be performed in accordance with NCTCOG 301.2, plans, details, and general notes.

Refer to Geotechnical Engineering Study prepared by CMJ Engineering on March 2023 for additional information for material and compaction requirements.

Measurement and payment shall be for the unit price bid per square yard of Lime Stabilized Subgrade and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

**Pay Item 6 – Hydrated Lime (72 LBS/SY) for Subgrade Treatment**

This pay item shall consist of all work associated with providing Hydrated Lime for the project and shall be performed in accordance with NCTCOG Item 301.2, plans, details, and general notes.

Measurement and payment shall be for the unit price bid per ton of Hydrated Lime and shall be full compensation for furnishing the material; for all freight involved; for all unloading, storing handling, and mixing; and for all labor, equipment, fuels, tools, and incidentals necessary to complete the work.

**Pay Item 7 – Construct 9” Reinforced Concrete Pavement w/ 6” Mono Curb (Street) (Class P1 or P2)**

This pay item shall consist of all work associated with providing Portland Cement Concrete Pavement for the project and shall be performed in accordance with NCTCOG Item 303 and 305.1, plans, details, and general notes.

Payment for this item shall include, but is not limited to: formwork, reinforcing, concrete, finishing, curing, joints, sealants, special finishes if required, additional samples, testing and all appurtenances.

Measurement and payment shall be for the unit price bid per square yard of concrete pavement and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

**Pay Item 8 –Excavate, Rework, and Compact Moisture Treated Subgrade (72”)**

This pay item shall consist of all work associated with excavating, reworking, and compacting moisture treated subgrade for the project and shall be performed in accordance with NCTCOG Item 203.2, 203.4, and 203.5, plans, details, and general notes.

Refer to Geotechnical Engineering Study prepared by CMJ Engineering on March 2023 for additional information for material and compaction requirements.

Measurement and payment shall be based on the price bid per square yard of moisture treated subgrade and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

**Pay Item 9 – Furnish and Install Polysheeting Moisture Barrier**

This pay item shall consist of all work associated with providing Polysheeting Moisture Barrier for the project and shall be performed in accordance with plans and Detail P01, plans, details, and general notes.

The moisture barrier shall be placed after any improvements that may impact the barrier (i.e. landscaping, irrigation, conduit, etc.).

Measurement and payment shall be based on the price bid per square yard of Polysheeting Moisture Barrier and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

**Pay Item 10-11 – Construct Reinforced Concrete Pavement (Trail) (3500 PSI)**

This pay item shall consist of all work associated with providing Concrete Trails for the project and shall be performed in accordance with NCTCOG Item 305.2, plans, details, and general

notes. All trails must meet or exceed the minimum requirements of the Texas Department of Licensing and Regulation for Texas Accessibility Standards (TAS).

Connections to existing trails and lug to adjacent curbs shall be considered subsidiary to this pay item.

Measurement and payment shall be based on the price bid per square yard of Concrete Trails and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

### **Pay Item 12 – Construct Concrete Driveway (9" Reinf on Compacted Subgrade)**

This pay item shall consist of all work associated with providing Concrete Driveways for the project and shall be performed in accordance with NCTCOG Item 305.2, plans, details, and general notes.

Payment for this item shall include, but is not limited to: formwork, subgrade compaction, cushion sand bedding, reinforcing, concrete, finishing, curing, joints, sealants, special finishes if required, additional samples, testing and all appurtenances.

Measurement and payment shall be based on the price bid per square yard of Concrete Driveways and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

### **Pay Item 13 – Construct 8" Flexbase With Geogrid (Driveways/Headers) (Ty A, Grade 1 Or 2) (Includes Excavation)**

This pay item shall consist of all work associated with providing flexbase for the project and shall be performed in accordance with TxDOT item 247, plans, details, and general notes.

Geogrid shall be installed per manufacturers specifications and requirements.

Measurement and payment shall be for the unit price bid per square yard of flexbase complete in place, to the depth required and shall be for full compensation for all necessary equipment, water, labor, materials, and supervision to install flexible base and geogrid. Excavation is subsidiary to this item.

### **Pay Item 14-15 – Barrier Free Ramps (All Types)**

This pay item shall consist of all work associated with providing Barrier Free Ramps for the project and shall be performed in accordance with NCTCOG Item 305.2, and TxDOT detail PED-18. All ramps must meet or exceed the minimum requirements of the Texas Department of Licensing and Regulation for Texas Accessibility Standards (TAS).

Contractor shall not install curbs along sides of ramp. Parkway grading to slope minimum 0.50% towards street to maintain positive drainage. Roadway curb on either side shall have a typical 5-foot taper to transition from the standard 6-inch curb height to be flush with ramp.

Prior to installation, Contractor shall verify the locations of barrier free ramps with the OWNER.

Payment for this item shall include, but is not limited to: formwork, reinforcing, concrete, finishing, curing, joints, sealants, detectable warning surface, special finishes if required, additional samples, testing and all appurtenances.

Measurement and payment shall be based on the price bid per each Barrier Free Ramp and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

**Pay Item 16 – Furnish and Install Metal Beam Guard Fence Transition (TL-3) and Construct Mow Strip**

This pay item shall consist of all work associated with providing Guard Fence Transition for the project and shall be performed in accordance with plans, details, and TxDOT Item 540.

This pay item shall also consist of all work associated with provided concrete mow strip (4”) for the project associated with guard fence transition in accordance with plans, details, and TxDOT Item 432.

Measurement and payment shall be for the unit price bid per each Guard Fence Transition, installed and complete and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

**Pay Item 17 – Furnish and Install Guardrail End Treatment and Construct Mow Strip**

This pay item shall consist of all work associated with providing Guardrail End Treatment for the project and shall be performed in accordance with plans, details, and TxDOT Item 544.

This pay item shall also consist of all work associated with provided concrete mow strip (4”) for the project associated with guardrail end treatment in accordance with plans, details, and TxDOT Item 432.

Measurement and payment shall be for the unit price bid per each Guardrail End Treatment, installed and complete and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

**Pay Item 18 – Furnish, Install, and Maintain Barricades, Signs, and Implement Traffic Handling**

This pay item shall consist of all work associated with providing Traffic Control for the project and shall be performed in accordance with TxDOT Item 502.

This item shall consist of all the work, labor, equipment, materials, and superintendence necessary to furnish, install, operate, maintain, erect, remove traffic control devices including, but not limited to: signage, delineators, lights, barricades, temporary asphalt pavement, detours, pavement markings, etc.

CONTRACTOR shall maintain a smooth and safe riding surface for all vehicles and pedestrians along the route of the project. All temporary riding surfaces for detours, temporary pavement repairs, utility cuts/repairs, and temporary driveway connections shall be considered subsidiary. Temporary riding surfaces include but are not limited to: asphalt pavement, steel plates, and steel plate bridging. If condition of the street surface deteriorates, for any reason, CONTRACTOR shall take necessary steps to ensure immediate restoration (no separate pay).

If CONTRACTOR wishes to deviate from the supplied traffic control plan narrative, CONTRACTOR will be required to submit a detailed traffic control plan and detour plan complying with the requirements included in the Contract Documents prior to the Pre-Construction meeting, and update it with every deviation. Traffic control plan and detour plan must be prepared by an engineer or individual certified in proper temporary traffic control (TTC) practices. OWNER may request verification of such certification. No separate pay for preparation of the traffic control plan or detour plan.

If, at any time during construction or in the opinion of the OWNER, the CONTRACTOR'S proposed plan of operation for handling traffic does not provide for safe, comfortable movement, the CONTRACTOR shall immediately change its operations to correct the unsatisfactory condition at their cost.

Barricades and signs shall be placed in such a manner as to not interfere with the sight distance of drivers entering the highway from driveways or side streets. To facilitate shifting, barricades and signs used in lane closures or traffic staging may be erected and mounted on portable supports. The designs of these supports shall be in compliance with current TxDOT and Texas MUTCD standards and are subject to the approval of the OWNER.

Detours are not anticipated or shown in the plans. CONTRACTOR shall provide up to two (2) detour plans at the request of the OWNER (no separate pay).

The use of temporary asphalt pavement transitions shall be considered subsidiary to the traffic control plan (no separate pay).

Measurement and payment shall be based on the lump sum bid price of barricades, signs, and traffic handling and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

### **Pay Items 19-25 – Reflective Pavement Markings Type I & Type II**

The work under this pay item shall include but not be limited to all labor and materials necessary to furnish and install thermoplastic striping as indicated on the plans. All labor, materials, and incidentals related to surface preparation shall be considered subsidiary to these items. No separate pay item shall be included for surface preparation for sealer, where required. Removal of all existing pavement markings as shown on the plans shall be considered subsidiary to all other pavement marking pay items. No separate pay item shall be included for removal of existing pavement markings. All pavement markings shall be installed per the plans and shall be in accordance with TxDOT Item 666 "Reflectorized Pavement Markings."

Measurement and payment shall be on the basis of the unit price bid per linear foot of furnishing and installing thermoplastic striping and per each for thermoplastic words and arrows and shall be full compensation for all labor, equipment, materials, tools, and incidentals necessary to perform the work.

### **Pay Items 26-27 – Raised Pavement Markers**

The work under this pay item shall include but not be limited to all labor and materials necessary to furnish and install Raised Pavement Markers as indicated on the plans. All labor, materials, and incidentals related to surface preparation shall be considered subsidiary to these items. No

separate pay item shall be included for surface preparation. Removal of all existing pavement markings shall be considered subsidiary to all other pavement marking pay items. No separate pay item shall be included for removal of existing pavement markings. All raised pavement markers shall be installed per the plans and shall be in accordance with TxDOT Item 672 "Raised Pavement Markers". All Temporary Pavement Markings shall be considered subsidiary to the Traffic Control item.

Measurement and payment shall be based on the price bid per each Raised Pavement Marker and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

### **Pay Item 28 – Furnish and Install New Sign and Sign Post Assembly**

This pay item shall consist of all work associated with providing Sign and Sign Post Assemblies for the project and shall be performed in accordance with TxDOT Item 644, current Texas MUTCD standards, and the details included in the plans. This work shall include all necessary labor and materials to furnish and install all new standard signs, supports, foundations, and assemblies at the locations deemed necessary by the Town. All additional signage required during traffic control shall be considered subsidiary to the Barricades, Signs, and Traffic Handling pay item. New Street Name blades shall also be furnished and installed if they are within the limits of construction and require relocation.

Prior to installation of new signage, CONTRACTOR shall stake locations for OWNER approval.

Existing signage to be removed shall be salvaged and returned to the OWNER (no separate pay).

In addition to the quantity shown in the plans, an allowance of 5 additional Sign and Sign Post Assemblies have also been included in the bid quantity. The allowance quantity shall only be used when directed by the owner.

Measurement and payment shall be based on the bid price per each Sign and Sign Post Assembly and shall be full compensation for all labor, materials, and incidentals necessary to complete the work. Multiple signs on a single post are measured as one (1) sign and any sign(s) on multiple posts are measured as one (1) sign.

### **Pay Item 29 – Furnish, Install, and Maintain Project Sign**

The CONTRACTOR shall supply up to TWO (2) project signs for the project in accordance with Town requirements and standards. The layout of the sign shall be submitted to the Town for review and approval prior to ordering. Coordinate with the OWNER for additional project sign details.

Measurement and payment shall be based on the price bid per each project sign and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

### **Pay Item 30 – Furnish and Install Permanent Type III Barricade**

This pay item shall consist of all work associated with providing permanent Type III Barricade for the project and shall be performed in accordance with TxDOT Item 644, current Texas MUTCD standards, and the details included in the plans. This work shall include all necessary labor and

materials to furnish and install all new standard signs, supports, foundations, and assemblies at the locations deemed necessary by the Town.

This item shall include required sandbags to anchor barricade in location and mounted sign. All rails to be high-density polyethylene (HDPE), I-Beam, 0.7 lb/ft maximum with 8-inch signal thickness web and hollow core flange. All supports to be 1-3/4" square 14-gauge galvanized post.

Barricades shall be design and constructed to the standards of the compliant work zone traffic control device list. Diagonal striping shall be placed in a manner that directs traffic in the appropriate direction of travel.

Prior to installation of new signage, CONTRACTOR shall stake locations for OWNER approval.

Measurement and payment shall be based on the bid price per linear foot of Type III Barricade and shall be full compensation for all labor, materials, and incidentals necessary to complete the work. Multiple signs on a single post are measured as one (1) sign and any sign(s) on multiple posts are measured as one (1) sign.

### **Pay Item 31 – Connect Prop 18" RCP to Ex 18" RCP**

The work under this Item shall consist of all work associated with connections to existing storm drain lines or structures for the project as indicated on the plans and in accordance with NCTCOG Items 501.6 and 508, plans, details, and general notes.

This pay item includes connections to existing pipe, temporary plugs, and installation of concrete collars at pipe connections. This includes connections to all pipe materials, including but not limited to reinforced concrete pipe, HDPE, corrugated metal pipe, and PVC.

Measurement and payment shall be for the unit price bid per each connection and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

### **Pay Item 32-36 – RCP Class III (All Sizes)**

This pay item shall consist of all work associated with providing RCP Class III Pipe for the project and shall be performed in accordance with NCTCOG Items 501.6 and 508, plans, details, and general notes.

All RCP shall be Class III unless specified otherwise. Wye connections, bends, connections to existing/proposed RCP/RCB, and connections to drainage structures/retaining walls shall be considered incidental to this item.

Unless otherwise noted all reinforced concrete pipe shall be pre-cast.

Measurement and payment shall be based on the bid price bid per linear foot of reinforced concrete pipe and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

### **Pay Item 37 – Construct 5'X5' Drop Inlet and Apron**

This pay item shall consist of all work associated with providing Drop Inlets for the project and shall be performed in accordance with NCTCOG Item 502.12, plans, details, and general notes.

Payment for this item shall include, but is not limited to: formwork, reinforcing, concrete, finishing, curing, joints, sealants, additional samples, backfill material, testing and all appurtenances.

Measurement and payment shall be based on the bid price per each Drop Inlet and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

**Pay Items 38-40 – Recessed Curb Inlet (All Sizes)**

This pay item shall consist of all work associated with providing Recessed Curb Inlets for the project and shall be performed in accordance with NCTCOG Item 502.12, plans, details, and general notes.

Payment for this item shall include, but is not limited to: formwork, reinforcing, concrete, finishing, curing, joints, sealants, additional samples, backfill material, testing and all appurtenances.

Measurement and payment shall be based on the bid price per each Recessed Curb Inlet and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

**Pay Item 41 – Construct 5'x5' Type II Junction Box**

This pay item shall consist of all work associated with providing Headwalls and Wingwalls for the project and shall be performed in accordance with NCTCOG Item 502.12, plans, details, and general notes.

Payment for this item shall include, but is not limited to: formwork, reinforcing, concrete, finishing, curing, joints, sealants, additional samples, riser, manhole, ring, cover, backfill material, testing and all appurtenances.

Measurement and payment shall be for the unit price bid per each Junction Box and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

**Pay Item 42-44 – Construct TxDOT Headwall (All Sizes)**

This pay item shall consist of all work associated with providing Headwalls and Wingwalls for the project and shall be performed in accordance with TxDOT Item 466.

Payment for this item shall include, but is not limited to: formwork, reinforcing, concrete, finishing, curing, joints, sealants, additional samples, backfill material, testing and all appurtenances.

Measurement and payment shall be for the unit price bid per each headwall and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

**Pay Item 45 – Prepare and Implement Trench Excavation Protection (Storm System)**

This pay item shall consist of all work associated with providing Trench Excavation Protection for the project and shall be performed in accordance with NCTCOG Item 107.20.3, plans, details, and general notes.

Measurement and payment shall be for the unit price bid per linear foot of Trench Excavation Protection and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

**Pay Item 46 – Prepare and Implement Storm Water Pollution Prevention Plan**

This pay item shall consist of all work associated with providing Site Protection and Temporary Erosion Sedimentation and Water Pollution Prevention and Control for the project and shall be performed in accordance with NCTCOG Items 201 and 202.

It shall be the full responsibility of the CONTRACTOR to acquire and comply with any and all permits as may be required to avoid delay of the Project. No separate payment will be made for this item and it will be considered subsidiary to the other items bid.

Every soil disturbing activity shall have at minimum an accompanying Erosion Control Plan (“ECP”). Those activities disturbing one or more acres shall require preparation of a Storm Water Pollution Prevention Plan (“SWP3”).

As necessary, the CONTRACTOR shall prepare and provide a SWP3 prior to construction. The cost to the CONTRACTOR for the preparation of the SWP3 shall be included in the unit price bid for Temporary Erosion, Sediment and Water Pollution Control and SWP3. The SWP3 shall be prepared in accordance with the Texas Commission on Environmental Quality (“TCEQ”) Construction General Permit TXR150000 and shall also comply with Federal storm water management regulations. The plan shall employ measures to prevent erosion and siltation caused by, or arising out of the construction disturbance from reaching streambeds, channels, storm water structures, ponds, etc. The plan shall follow the OWNER “Erosion and Sediment Control Manual” and employ recommendations of the “iSWM™ Design Manual for Construction” published by NCTCOG. In the event of a conflict between these manuals and Federal and State pollution control laws, rules, and regulations or other Federal, State or Local agency laws, rules, and regulations, the more restrictive shall apply. The release of the plan for construction by the OWNER in no way relieves the CONTRACTOR of any responsibility and liability for the pollution control.

Erosion control measures to be incorporated in the ECP and/or SWP3 are detailed in the construction Plans and are included in this Contract as separate pay items. The bid items for the temporary erosion control items include the installation, maintenance (throughout the Project duration) and removal of these items.

For activities disturbing one or more acres, the appropriate Construction Site Notice (“CSN”) shall be completed and posted prior to commencement of activities. For activities disturbing five or more acres, it is required that a Notice of Intent (“NOI”) be prepared and submitted to TCEQ prior to commencement of activities. A copy of the NOI and/or appropriate CSN shall be provided to the OWNER prior to issuance of a grading permit. The ECP shall be provided to OWNER’s Erosion Control Officer prior to grading.

The appropriate CSN shall be posted in a location viewable to the public. If the activity requires NOI submittal, the Letter of Acknowledgement (upon receipt) shall be posted with the CSN. These shall remain posted until construction is complete and Notice of Termination (“NOT”) submitted. The SWP3 shall be readily available for review by Federal, State, or local officials.

No soil disturbing activities will occur until the following have been implemented:

**CSP NO: 2024-10-B 2143-ST Legacy (Prairie – First) – 4 lanes  
(Document Version 05/22)**

- (a) SW3P (if appropriate) is signed by both the CONTRACTOR and OWNER
- (b) OWNER submits NOI to the State (if appropriate)
- (c) CONTRACTOR submits NOI to the State (if appropriate)
- (d) CSN/Letter of Acknowledgement (as appropriate) posted on site and viewable to the public
- (e) SW3P, ECP, and associated Best Management Practices (“BMPs”) being fully implemented and inspected by Town Inspector

When the above items have been approved the OWNER’s Erosion Control Officer the OWNER will issue the second Notice to Proceed.

The CONTRACTOR shall comply with the OWNER’s Storm Water Ordinance, General Notes, NCTCOG’s iSWM™ Design Manual for Construction, the TPDES General Construction Permit TXR150000 and any other State and/or Local regulations.

The site shall be reviewed by the CONTRACTOR or his representative weekly, and after any major storm. Adjustments/repairs to the erosion control measures will then be made as needed and inspected and approved by OWNER’s Erosion Control Officer. Any changes to the ECP must be incorporated into the SWP3 as appropriate. Changes to the SW3P shall include date of change and reason for modification.

Final acceptance of a site shall be contingent upon vegetation being established per the TPDES General Construction Permit TXR150000, and a proper NOT submitted to the State. A copy of the NOT shall be provided to the OWNER. Until such final acceptance of the erosion control has been determined, the OWNER shall withhold half of the retainage as described in the Progress Payments and Retainage section of the Contract Documents.

Measurement and payment shall be based on the lump sum bid price of Storm Water Pollution Prevention Plan and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

#### **Pay Items 47 – Furnish, Install, Maintain, and Remove Rock Check Dam**

This pay item shall consist of all work associated with providing Rock Check Dam for the project and shall be performed in accordance with NCTCOG Item 202.9, plans, details, general notes, and recommendations of the “iSWM™ Design Manual for Construction” published by NCTCOG.

Measurement and payment shall be based on the price bid per each Rock Check Dam and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

#### **Pay Items 48 – Furnish, Install, Maintain, and Remove Sediment Control Fence**

This pay item shall consist of all work associated with providing Sediment Control Fence for the project and shall be performed in accordance with NCTCOG Item 202.5, plans, details, general notes, and recommendations of the “iSWM™ Design Manual for Construction” published by NCTCOG.

Measurement and payment shall be based on the price bid per linear foot of Sediment Control Fence and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

**Pay Items 49 – Furnish, Install, Maintain, and Remove Inlet Protection**

This pay item shall consist of all work associated with providing Inlet Protection for the project and shall be performed in accordance with NCTCOG Item 202.14, plans, details, general notes, and recommendations of the “iSWM™ Design Manual for Construction” published by NCTCOG.

Measurement and payment shall be based on the price bid per each Inlet Protection and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

**Pay Item 50 – Furnish, Install, Maintain, and Remove Erosion Control Log**

This pay item shall consist of all work associated with providing Erosion Control Logs for the project and shall be performed in accordance with NCTCOG Item 202.18, plans, details, general notes, and recommendations of the “iSWM™ Design Manual for Construction” published by NCTCOG.

Measurement and payment shall be based on the price bid per linear foot of Erosion Control Log and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

**Pay Item 51 – Furnish, Install, Maintain, and Remove Stabilized Construction Entrance**

This pay item shall consist of all work associated with providing Stabilized Construction Entrances/Exits for the project and shall be performed in accordance with NCTCOG Item 201.11, plans, details, general notes, and recommendations of the “iSWM™ Design Manual for Construction” published by NCTCOG.

This item shall include, but not be limited to: grading, filter fabric, stone, maintenance, and all appurtenances.

Contractor shall be responsible to locate construction entrances/exits and include the construction entrances/exits in the SWPPP for the project.

Additional construction entrances deemed necessary by the Contractor shall be subsidiary to this item.

Measurement and payment shall be for the unit price bid per each Stabilized Construction Entrance/Exit and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

**Pay Item 52 – Furnish and Install Dry Stone UngROUTED Riprap (Protection) (18”) (Storm System) (Includes Excavation)**

This pay item shall consist of all work associated with providing riprap for the project and shall be performed in accordance with TxDOT Item 432, plans, details, and general notes.

All riprap shall include bedding stone for protection of riprap. This pay item shall include furnishing, hauling, placing, and maintaining the bedding material until placement of the riprap cover is completed and accepted; excavation required for placement of bedding material; and equipment, scales, test weights, labor, tools, and incidentals. No payment will be made for excess thickness of bedding nor for material required to replace embankment material lost by rain wash, wind erosion, or otherwise.

Measurement and payment shall be for the unit price bid per cubic yard of riprap and shall be full compensation for all labor, materials, and incidentals necessary to complete the work. Excavation for riprap is subsidiary to this item.

### **Pay Item 53 – Ditch and Channel Excavation, Grading, and Haul Off**

The work under this Item shall be performed in accordance with NCTCOG Item 203.2.

This item includes all excavation required for the proposed ditch and channel grading. All other excavation shall be paid for under “Unclassified Street Excavation”.

The bid total was determined through calculations and will be used for determining final quantity for payment purposes. Contract adjustment may be made if the actual measured quantity varies by more than 10% of the total estimated bid quantity amount. Either the OWNER or the CONTRACTOR may initiate the adjustment. If the adjustment is requested by the CONTRACTOR, the CONTRACTOR must obtain field measurements and calculations acceptable to the OWNER justifying the actual quantity. If the adjustment is made by the OWNER, the revised quantity will constitute the final quantity which payment will be made.

This item shall include all excavation required for the proposed outfall grading for the project.

Refer to Geotechnical Engineering Study prepared by CMJ Engineering on March 2023 for additional information for material and compaction requirements.

Measurement and payment shall be for the unit price bid per cubic yard of Ditch and Channel Excavation and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

### **Pay Item 54-55 – Furnish and Install AWWA C900 DR 18 PVC Water Line By Open Cut**

This pay item shall consist of all work associated with providing water line for the project and shall be in accordance with embedment details and NCTCOG Items 501.14 and 504.2.2.

The bid price for this item shall include site preparation; furnishing, hauling and laying of water line and fittings; trench excavation, thrust blocking, restraint, backfilling and embedment material as specified; replacement of topsoil; protecting existing landscaping (including trees), structures or utilities (where applicable); disposal of surplus materials and excess excavation; cleaning up and maintenance; sign and pavement marking replacement, surveying and replacement of monuments; property restoration; removal of mud from roadways; maintaining access to existing residences; and any incidental work and materials not otherwise provided for in these specifications. Restrained joint pipe shall be included in this bid item, as required, at bends, tees, and dead end valves in accordance with Details W10, W11, W12, W18 and the General Notes of these Plans.

The Contractor shall be required to perform hydrostatic testing and disinfection for the proposed water line. The hydrostatic testing and disinfection shall be performed in accordance with NCTCOG Items 506.5 and 506.7. Payment will be made at the applicable unit price bid in the Proposal as it corresponds in size and depth to the constructed facility. Payment for water line shall include any and all extra precautions or construction requirements necessary to adequately protect and support existing utilities. Payment for water line shall include all costs required to have utility companies, or other parties, repair any damage inflicted to their lines by the Contractor and any cleanup, property damages, fines, etc. resulting from damage inflicted to any utility line by the Contractor.

Measurement and payment shall be for the unit price bid per linear foot of water line and shall be full compensation for all labor, materials, and incidentals necessary to complete the work. Measurement for payment purposes will be done horizontally from the center of the fitting to the center of the fitting, or end of water line without deduction for intermediate fittings.

**Pay Item 56 – Furnish and Install 20” AWWA C900 DR 18 PVC Water Line By Bore**

This pay item shall consist of all work associated with providing water line (by bore) for the project and shall be in accordance with embedment details and NCTCOG Items 501.14 and 503.2.

This bid price includes restrained joint PVC pipe installed in steel casing, as required per Detail W19 and the General Notes of these Plans. Pipe manufacturer shall be responsible for determining the total linear footage of restrained pipe required. Where fittings are located adjacent to steel casing pipe, no thrust restraint contribution shall be allowed for the pipe in the casing. Restrained joint PVC pipe shall be Diamond Lok-21 as manufactured by Diamond Plastics or approved equal. Casing spacers, as described in NCTCOG Item 503.2 are also included in this bid item. Bore and steel casing are NOT included in this pay item.

The Contractor shall be required to perform hydrostatic testing and disinfection for the proposed water line. The hydrostatic testing and disinfection shall be performed in accordance with NCTCOG Items 506.5 and 506.7. Payment will be made at the applicable unit price bid in the Proposal as it corresponds in size and depth to the constructed facility. Payment for water line shall include any and all extra precautions or construction requirements necessary to adequately protect and support existing utilities. Payment for water line shall include all costs required to have utility companies, or other parties, repair any damage inflicted to their lines by the Contractor and any cleanup, property damages, fines, etc. resulting from damage inflicted to any utility line by the Contractor.

Measurement and payment shall be for the unit price bid per linear foot of restrained joint water line and shall be full compensation for all labor, materials, and incidentals necessary to complete the work. Measurement for payment purposes will be done horizontally from the center of the fitting to the center of the fitting, or end of water line without deduction for intermediate fittings.

**Pay Item 57 – Furnish and Install 12” Gate Valve (AWWA C509)**

This pay item shall consist of all work associated with providing 12” gate valves for the project and shall be in accordance with the General Notes of these Plans and NCTCOG Item 502.6.2.

The bid price for gate valves should include mechanical restraint, connections as noted on the plans, polywrap, extension pipe, box and cover, concrete base block, and all other items described in Town General Notes.

Measurement and payment shall be for the unit price bid per each valve and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

**Pay Item 58 – Furnish and Install 20” Butterfly Valve (AWWA C504)**

This pay item shall consist of all work associated with providing 20” butterfly valves for the project and shall be in accordance with the General Notes of these Plans and NCTCOG Item 502.6.5.

The bid price for butterfly valves should include mechanical restraint, connections as noted on the plans, polywrap, extension pipe, box and cover, concrete base block, and all other items described in Detail W07.

Measurement and payment shall be for the unit price bid per each valve and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

**Pay Item 59 – Furnish and Install Fire Hydrant Assembly (Includes Lead/Gate Valve)**

This pay item shall consist of all work associated with providing Fire Hydrants for the project and shall be in accordance with the General Notes of these Plans and NCTCOG Item 502.3

The bid price for fire hydrant assemblies should include fire hydrant, 6” gate valve in accordance with the General Notes of these Plans and NCTCOG 502.6.2, installation of lead pipe, fittings, polywrap, concrete blocking and pad, and all other items described in Details W01, 02, and 03.

Measurement and payment shall be for the unit price bid per each fire hydrant and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

**Pay Item 60 – Furnish and Install 2” Air Release Valve And Vault (C512)**

This pay item shall consist of all work associated with providing air release valve assembly for the project and shall be in accordance with Detail W08 and NCTCOG Item 502.6.3.

This bid item shall consist of furnishing all tools, equipment, materials, and labor including excavation, bedding, backfill, compaction, valves, valve boxes, concrete vaults, blocking, and other appurtenances as necessary to install complete the air release valve assembly.

Measurement and payment shall be for the unit price bid per each air release valve assembly and vault and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

**Pay Item 61 – Connect to Existing Water Line**

This pay item shall consist of all work associated with connections to existing water lines for the project and shall be in accordance with general notes and NCTCOG Item 506.6.

This item shall consist of furnishing all the labor, materials, tools and equipment necessary to locate, cut, and connect the proposed water line to an existing water line. The bid price shall include all excavation and disposal of excavated soil, pavement and concrete; furnishing, hauling, and laying of pipe fittings and thrust restraint; protection of existing structures and utilities; property restoration; clean-up; and any incidental work and materials not otherwise provided for

in these specifications. The Contractor is responsible for locating the existing water line and determining the existing pipe material. All the work associated with the connection due to location shall be included in the bid price.

Measurement and payment shall be for the unit price bid per each connection and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

**Pay Item 62 – Furnish and Install Bore and 36” Steel Casing**

This pay item shall consist of all work associated with providing 36” steel casing for the project and shall be in accordance with Detail W19, the General Notes of these Plans, and NCTCOG Item 503.3.3.3.

This bid item shall include all equipment; steel casing pipe; excavation; hauling; dewatering; disposal of surplus or unsuitable materials; completion of the bore; contact grouting; furnishing, placement, and compaction of backfill; clean-up; and all other incidental work.

Steel casing pipe shall have a minimum wall thickness of 0.625” (5/8) and shall be coated and lined according to AWWA C210.

Support and protection of existing utilities will not be measured or paid for separately and shall be included in this bid item. Casing spacers and carrier pipe are NOT included in this bid item.

Measurement and payment shall be for the unit price bid per linear foot of bore and steel casing installed and shall be full compensation for all labor, materials, and incidentals necessary to complete the work. Installation of steel casing pipe by bore will be measured and paid for by the linear foot horizontally along the pipe centerline, in place.

**Pay Item 63 – Prepare and Implement Trench Excavation Protection (Water System)**

This pay item shall consist of all work associated with providing Trench Excavation Protection for the project and shall be performed in accordance with NCTCOG Item 107.20.3, plans, details, and general notes.

Measurement and payment shall be for the unit price bid per linear foot of Trench Excavation Protection and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

**Pay Item 64 – Construct Cement Stabilized Abutment Backfill**

This pay item shall consist of all work associated with providing cement stabilized backfill for abutments in accordance with TxDOT Item 400. Limits of backfill shall be in accordance with “Option 2 – Plan with Wingwalls” as shown on the plans. Flowable fill alternatives shall be submitted for owner and geotechnical engineer review.

Measurement and payment shall be for the unit price bid per cub yard of backfill material and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

**Pay Item 65-66 – Construct Drill Shaft**

This pay item shall consist of all work associated with constructing reinforced concrete drilled shafts in accordance with TxDOT Item 416.

Measurement and payment shall be for the unit price bid per linear foot of drilled shaft and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

**Pay Item 67-70 – Construct Class C Concrete (HPC)**

This pay item shall consist of all work associated with constructing reinforced concrete for abutments, columns, caps, and wingwalls in accordance with TxDOT Item 420.

Measurement and payment shall be for the unit price bid per cubic yard of concrete installed and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

**Pay Item 71 – Furnish and Install Prestressed Concrete Girder (TX46)**

This pay item shall consist of all work associated with constructing reinforced concrete for abutments, columns, caps, and wingwalls in accordance with TxDOT Item 420.

Measurement and payment shall be for the unit price bid per linear foot of girder and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

**Pay Item 72 – Construct Reinforced Concrete Slab (HPC)**

This pay item shall consist of all work associated with constructing reinforced concrete bridge slab in accordance with TxDOT Item 422.

Measurement and payment shall be for the unit price bid per square foot of concrete slab and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

**Pay Item 73 – Construct Approach Slab (HPC)**

This pay item shall consist of all work associated with constructing reinforced concrete approach slab in accordance with TxDOT Item 422.

Measurement and payment shall be for the unit price bid per cubic yard of approach slab and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

**Pay Item 74 – Construct Bridge Median (HPC) (Stamped and Stained)**

This pay item shall consist of all work associated with constructing the raised bridge median in accordance with TxDOT Item 422. All work associated with stamping and staining concrete in accordance with the plans and landscape architect requirements are subsidiary to this item. Contractor shall construct mock-ups of stamped and stained concrete for owner review and approval prior to construction of this item.

Measurement and payment shall be for the unit price bid per square foot of raised median on bridge and approach slab, and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

**Pay Item 75 – Furnish and Install Elastomeric Bearing Pads (Laminated)**

This pay item shall consist of all work associated with furnishing and installing elastomeric bearing pads in accordance with TxDOT Item 434.

Measurement and payment shall be for the unit price bid per each bearing pad and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

**Pay Item 76 – Furnish and Install Rail (TY C402) (HPC)**

This pay item shall consist of all work associated with furnishing and installing Type C402 rails in accordance with TxDOT Item 450. All work associated with aesthetic treatment of combination rails in accordance with the plans and landscape architect requirements are subsidiary to this item. Contractor shall construct mock-ups of aesthetically treated concrete for owner review and approval prior to construction of this item.

Measurement and payment shall be for the unit price bid per linear foot of rail and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

**Pay Item 77 – Furnish and Install Rail (Town Standard Pedestrian Rail)**

This pay item shall consist of all work associated with furnishing and installing Town Standard pedestrian rails in accordance with TxDOT Item 450 and the requirements shown on the plans. Pedestrian rails shall be hot-dipped galvanized and shop painted “Prosper Brown” (RAL 8008) with a coating system approved for use in accordance with TxDOT Item 445.

Measurement and payment shall be for the unit price bid per linear foot of rail and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

**Pay Item 78 – Construct Sealed Expansion Joint (4 “) (SEJ-M)**

This pay item shall consist of all work associated with constructing sealed expansion joints in accordance with TxDOT Item 454.

Measurement and payment shall be for the unit price bid per linear foot of expansion joint and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

**Pay Item 79 – Furnish and Install Structural Steel (Miscellaneous Bridge) (BS-EJCP)**

This pay item shall consist of all work associated with furnishing and installing steel sidewalk expansion joint cover plates in accordance with TxDOT Item 442.

Measurement and payment shall be for the unit price bid per pound of steel and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

**Pay Item 80 – Construct Concrete Mow Edge (P-1)**

This pay item shall consist of the installation of 12” wide x 6” deep concrete mow edge in medians between planting beds and sod areas in accordance with the Concrete Paving specification in the Landscape Plans.

Contractor to stake the location the centerline of mow edge in field and obtain Town's representative approval prior to forming.

Unless otherwise noted, concrete to be integral colored concrete with a rough trowel finish, and have minimum 3,000 psi strength at 28 days (reference Landscape Plans for full description).

Measurement and payment shall be for the unit price bid per linear foot of concrete mow strip and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

**Pay Item 81 – Construct Median Nose Paving (Stamped and Stained) (P-2)**

This pay item shall consist of the installation of stamped and stained concrete at the nose of each median in accordance with the Concrete Paving specification in the Landscape Plans.

Unless otherwise noted, concrete to be integral colored concrete with color and pattern to meet the Town standard, and to have minimum 3,000 psi strength at 28 days (reference Sheet 140 for full description).

Measurement and payment shall be for the unit price bid per square foot of paving and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

**Pay Item 82 – Construct Maintenance Ramp (P-3)**

This pay item shall consist of the installation of Town standard concrete maintenance ramps at the locations shown on Landscape Plans in accordance with Concrete Paving specification *and* the construction detail in the Landscape Plans.

Unless otherwise noted, concrete to be stamped and stained concrete with a medium broom finish, and have minimum 3,000 psi strength at 28 days (reference Landscape Plans for full description).

Measurement and payment shall be for the unit price bid per each ramp and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

**Pay Item 83 – Furnish and Install Decorative Gravel (Colorado River Rock) (AG-1)**

This pay item shall consist of furnishing and installation of decorative gravel to meet Town standards and in accordance with the construction details and specifications in the Landscape Plans.

Decorative gravel to be Colorado River Rock with a range of aggregate sizes from 2" – 4" diameter. Gravel to be installed to 8" minimum depth.

Measurement and payment shall be for the unit price bid per square foot of decorative gravel and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

**Pay Item 84 – Furnish and Install Monument Sign**

This pay item shall consist of furnishing and installation of Town Monument sign to meet Town standards and in accordance with the construction details in the Landscape Plans.

Measurement and payment shall be for the unit price bid per each sign and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

**Pay Item 85 – Furnish and Install Steel Edge (M-1)**

This pay item shall consist of furnishing and installation of 3/16” x 4” steel plate between planting bed and sod area in accordance with item description in the Landscape Plans.

Steel edge to be black with a powdercoat finish, and all seams to be flush and level. Contractor to submit cut sheet for approval prior to install.

Measurement and payment shall be for the unit price bid per linear foot of steel edge and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

**Pay Item 86-91 – Furnish, Plant, and Establish Various Trees**

This pay item shall consist of furnishing and installation of Bald Cypress tree in accordance with the Planting Specifications and to meet the full description in the Landscape Plans.

All plant material shall be measured according to the latest edition of the Texas Nursery & Landscape Association Specifications, Grades and Standards. It is the contractor’s responsibility that all plant material meets the Town standards as written in the Landscape Plans.

Alternative species acceptable if Christiana Crape Myrtles are not available due to supply: Tonto Crape Myrtle, Centennial Crape Myrtle, Spirit Crape Myrtle, or Siren Red Crape Myrtle.

Contractor shall be responsible for irrigating vegetation until establishment.

Measurement and payment shall be for the unit price bid per each tree and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

**Pay Item 92-96 – Furnish, Plant, and Establish Various Plantings**

The work under this item shall be to furnish and install various planting in accordance with the Planting Specifications and to meet the full description in the Landscape Plans.

All plant material shall be measured according to the latest edition of the Texas Nursery & Landscape Association Specifications, Grades and Standards. It is the contractor’s responsibility that all plant material meets the Town standards as written in the Landscape Plans.

Contractor shall be responsible for irrigating vegetation until establishment.

Measurement and payment shall be for the unit price bid per each planting and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

**Pay Item 97 – Furnish, Plant, and Establish Palisades Zoysia With 4" Topsoil (Median), Including All Incidentals**

The work under this item shall be to furnish and install 24" wide strips of Palisades Zoysia Sod in accordance with the Turf and Grasses Specifications and to meet the full description in the Landscape Plans.

All plant material shall be measured according to the latest edition of the Texas Nursery & Landscape Association Specifications, Grades and Standards. It is the contractor's responsibility that all plant material meets the Town standards as written in the Landscape Plans.

Contractor shall be responsible for irrigating vegetation until establishment.

Measurement and payment shall be for the unit price bid per square foot of sod and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

**Pay Item 98 - Furnish, Plant, and Establish Bermuda Sod With 4" Topsoil (Parkway and Slopes), Including All Incidentals**

The work under this item shall be to furnish and install 24" wide strips of Bermuda Sod in accordance with the Turf and Grasses Specifications in the Landscape Plans.

All plant material shall be measured according to the latest edition of the Texas Nursery & Landscape Association Specifications, Grades and Standards. It is the contractor's responsibility that all plant material meets the Town standards as written in the Landscape Plans.

Contractor shall be responsible for irrigating vegetation until establishment.

Measurement and payment shall be for the unit price bid per square foot of sod and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

**Pay Item 99 – Furnish, Plant, and Establish Bermuda Hydromulch, Including All Incidentals**

The work under this item shall be to furnish and install Hydromulch in accordance with the Turf and Grasses Specifications in the Landscape Plans.

All plant material shall be measured according to the latest edition of the Texas Nursery & Landscape Association Specifications, Grades and Standards. It is the contractor's responsibility that all plant material meets the Town standards as written in the Landscape Plans.

Partial payments for Hydromulch shall be paid for with the regular monthly estimates as follows:

- a. When Hydromulch has been placed and planted, 50% of the total unit placed bid will be paid.
- b. Payment for the remainder of the bid for Hydromulch will be made once Hydromulch is established.

Contractor shall be responsible for irrigating vegetation until establishment.

Measurement and payment shall be for the unit price bid per square foot of hydromulch and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

**Pay Item 100 – Furnish and Install Bed Prep, Including All Incidentals**

The work under this item shall be to prepare landscape beds for planting by replacing the top 4” of existing soils from all planting areas and replace with 4”-6” of approved top soil blend as specified in the *Special Notes* in the Landscape Plans.

It is the contractor’s responsibility that all planting beds and turf areas have soil prepared as written in the Planting Specifications in the Landscape Plans.

Measurement and payment shall be for the unit price bid per square foot of planting bed soil and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

**Pay Item 101 – Furnish and Install Mulch, Including All Incidentals**

The work under this item shall be to install mulch layer at all planting beds. Mulch is to be partially decomposed fine shredded Cedar mulch. Contractor will installed a 3” mulch layer at all plant material per the Planting Specifications in the Landscape Plans.

Measurement and payment shall be for the unit price bid per square foot of planting bed mulch and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

**Pay Item 102 – Furnish and Install Permanent Irrigation (Median), Including All Incidentals**

The work under this item shall be performed in accordance with the written specifications in the plans. It is the contractor’s responsibility to verify all quantities of irrigation prior to bidding and prior to install.

Permanent irrigation to be installed in medians as laid out in the Plans. Unless indicated otherwise with a specific pay item, all work to furnish and install permanent irrigation for the project will be considered subsidiary to this item. Subsidiary items include, but are not limited to: pressure testing, mainline, laterals, electrical power, wiring, valves and valve boxes, irrigation sleeves under pavement, swing joints, driplines, controllers, meters, back flow, rain sensors, spray heads, bubblers, fittings, PVC cement, trenching and backfill, etc.

This item includes all work required to bore conduit under pavement if needed. Conduit shall be installed under the subgrade so that future grading and pavement construction does not damage the conduit. This work shall be performed in accordance with TxDOT Item 618 and requirement under Pay Item 105.

This item includes all work associated with providing electrical service and connecting to the irrigation controller.

The irrigation installation and system must be installed in accordance with the *Special Notes* included in the Plans.

Measurement and payment shall be for the unit price bid per square foot of irrigation and shall be full compensation for all labor, materials, and incidentals necessary to complete all permanent irrigation work on the project.

**Pay Item 103 – Furnish and Install Temporary Irrigation System (Parkway and Slopes), Including All Incidentals**

The work under this item shall be performed in accordance with the written specifications in the plans. It is the contractor's responsibility to verify all quantities of irrigation prior to bidding and prior to install.

Temporary irrigation to be installed along curbs/sidewalks in R.O.W. as laid out in the plans.

The irrigation installation and system must be installed in accordance with the *Special Notes* included in the plans. Unless indicated otherwise with a specific pay item, all work to furnish and install temporary irrigation for the project will be considered subsidiary to this item. Subsidiary items include, but are not limited to: pressure testing, mainline, laterals, electrical power, wiring, valves and valve boxes, irrigation sleeves under pavement, swing joints, driplines, controllers, meters, back flow, rain sensors, spray heads, bubblers, fittings, PVC cement, trenching and backfill, etc.

Measurement and payment shall be for the unit price bid per square foot of temporary irrigation and shall be full compensation for all labor, materials, and incidentals necessary to complete all temporary irrigation work on the project.

**Pay Item 104 – Furnish and Install Condt (PVC) (SCHD 40) (2")**

The work under this Item shall be to furnish and install PVC conduit and shall be performed in accordance with TxDOT Item 618. This Item shall include all tools, labor, materials, and incidentals necessary to complete the work.

There shall be no extra compensation if Contractor chooses to bore conduit rather than trench.

Contractor shall secure permission from the proper authority and the approval of the Town prior to cutting into or removing any sidewalks or curbs, which may be required for installation. The locations of conduit and ground boxes are diagrammatic only and may be shifted with Town approval to accommodate field conditions.

The Contractor shall install a non-metallic pull rope in conduit runs in excess of 50 feet.

Measurement and payment shall be for the unit price bid per linear foot of PVC conduit and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

**Pay Item 105 – Furnish and Install Condt (PVC) (SCHD 40) (2") (Bore) (Allowance)**

The work under this Item shall be to furnish and install PVC conduit and shall be performed in accordance with TxDOT Item 618. This Item shall include all tools, labor, materials, and incidentals necessary to complete the work.

Contractor shall secure permission from the proper authority and the approval of the Town prior to cutting into or removing any sidewalks or curbs, which may be required for installation. The

locations of conduit and ground boxes are diagrammatic only and may be shifted with Town approval to accommodate field conditions.

The Contractor shall install a non-metallic pull rope in conduit runs in excess of 50 feet.

Conduit shall be placed under existing pavement by an approved boring method unless otherwise directed by the Town. Pits for boring shall not be closer than 2 feet from the edge of the pavement unless otherwise directed by the Town. Water jetting will not be permitted. When boring is used under pavement conduit installations, the maximum allowable over-cut shall be 1 inch in diameter. When conduits are bored, the vertical and horizontal tolerances shall not exceed 18" as measured from the intended target point. All conduit shall be installed at a minimum depth of 36" below grade measured from the bottom of the concrete slab. The use of pneumatically driven device for punching holes beneath the pavement (commonly known as a "missile") will not be permitted.

This is an allowance item and shall only be used when directed by the OWNER.

Measurement and payment shall be for the unit price bid per linear foot of PVC conduit and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

**Pay Item 106 – Furnish and Install Ground Box TY C (162911) W/ Apron**

The work under this Item shall be to furnish and install Ground Box TY C (162911) W / Apron and shall be performed in accordance with TxDOT Item 624. This Item shall include all tools, labor, materials, and incidentals necessary to complete the work.

Ground boxes to be offset at least 2.5 feet from edge of curb to edge of ground box. For narrow medians with limited space, ground boxes to be centered in the median.

All ground boxes used for lighting shall have "LIGHTING" and "DANGER-HIGH VOLTAGE" imprinted on the cover.

Measurement and payment shall be for the unit price bid per each ground box and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.



## 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: Bid Award: Dallas North Tollway (Prosper Trail - Frontier) 12-inch Water Line**

**Town Council Meeting – January 23, 2024**

**Strategic Visioning Priority: 1. Acceleration of Infrastructure**

**Agenda Item:**

Consider and act upon awarding CSP No. 2024-11-B to Maya Underground Contractors LLC, related to construction services for the Dallas North Tollway (Prosper Trail - Frontier) 12-inch Water Line project; and authorizing the Town Manager to execute a construction agreement for same.

**Description of Agenda Item:**

On December 14, 2023, at 3:00 PM, nine (9) Competitive Sealed Proposals were received for the Dallas North Tollway (Prosper Trail - Frontier) 12-inch Water Line project. The project consists of all work needed to construct a 12" water line along the west side of the Dallas North Tollway from Prosper Trail to Frontier Parkway and extension along the south side of Frontier Parkway from the west side of the Dallas North Tollway to the east side of the Dallas North Tollway. The proposed 12" water line will provide the water service needed to facilitate the current development at the southeast corner of the Dallas North Tollway and Frontier Parkway as well as future planned developments along the west side of the Dallas North Tollway between Prosper Trail and Frontier Parkway.

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

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

The verified proposal totals ranged between \$1,114,647.00 and \$2,307,344.00. The Engineer's Estimate was \$2,539,748.00. The proposal's final completion times ranged from 60 calendar days to 210 calendar days. Maya Underground Contractors LLC, was the firm that ranked the highest after consideration of Costs, Time, and Qualifications with a cost of \$1,198,943.50, and a project timeline of 60 calendar days. The contractor that provided the proposal with the lowest cost had a project timeline of 130 days, more than twice the time of the proposal from Maya Underground Contractors LLC. Maya Underground Contractors LLC, has not performed a project in the Town of Prosper but has successfully completed similar water line projects for the City of Azle, City of Hackberry, and City of Celina. Staff checked the references provided and received positive feedback.

Construction of the water line between the western right-of-way line and the back of curb of the southbound Dallas North Tollway service road, is in an area that has not yet been developed and does not have franchise utilities allowing Maya Underground Contractors LLC, the opportunity to complete the project in the proposed shorter timeline. The proposed shorter timeline will also provide reduced impacts to traffic along the southbound service road since there will need to be periodic single lane closures during the installation.

**Budget Impact:**

The cost for the construction of the project is \$1,198,943.50. The construction budget for the project is \$2,500,000 in Account No. 760-6610-10-00-2151-WA.

**Legal Obligations and Review:**

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

**Attachments:**

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

**Town Staff Recommendation:**

Town staff recommends that the Town Council award CSP No. 2024-11-B to Maya Underground Contractors LLC, related to construction services for the Dallas North Tollway (Prosper Trail - Frontier) 12-inch Water Line project; and authorizing the Town Manager to execute a construction agreement for same.

**Proposed Motion:**

I move to award CSP No. 2024-11-B to Maya Underground Contractors LLC, related to construction services for the Dallas North Tollway (Prosper Trail - Frontier) 12-inch Water Line project; and authorize the Town Manager to execute a construction agreement for same.

# LOCATION MAP

## Dallas Parkway 12" Water Main

Prosper Trail to Frontier Parkway



|   |                                    |  |
|---|------------------------------------|--|
|  | <b>TOWN OF PROSPER</b>             |  |
|   | <b>PROPOSAL TABULATION SUMMARY</b> |  |
|   | Solicitation Number                | CSP No. 2024-11-B  |
|   | Solicitation Title                 | Dallas North Tollway (Prosper Trail-Frontier) 12-inch Water Line CIP 2151-WA |
|   | Close Date                         | 12/14/2023 @ 2:00PM  |

| Responding Supplier                           | City          | State | Response Submitted          | Response Total | Total Days |
|---|---------------|-------|-----------------------------|----------------|------------|
| Wilson Contractor Services                    | Denton        | TX    | 12/14/2023 10:21:45 AM (CT) | \$1,114,647.00 | 130        |
| Maya Underground Contractors LLC              | weston        | TX    | 12/14/2023 12:43:35 PM (CT) | \$1,198,943.50 | 60         |
| BRCT LLC DBA BLACKROCK CONSTRUCTION           | Mansfield     | TX    | 12/14/2023 11:43:16 AM (CT) | \$1,347,564.00 | 150        |
| J&L Construction, LLC                         | Denton        | TX    | 12/14/2023 10:24:22 AM (CT) | \$1,458,804.42 | 120        |
| A&M Construction & Utilities, Inc.            | Rowlett       | TX    | 12/14/2023 01:41:56 PM (CT) | \$1,620,232.50 | 130        |
| Reyes Group Ltd                               | Grand Prairie | TX    | 12/14/2023 11:36:56 AM (CT) | \$1,885,639.00 | 145        |
| Western Municipal Construction of Texas, LLC. | Justin        | TX    | 12/14/2023 09:42:56 AM (CT) | \$1,991,962.49 | 210        |
| FM Utilities, LLC                             | Midlothian    | TX    | 12/14/2023 01:06:33 PM (CT) | \$2,179,426.95 | 150        |
| A & B CONSTRUCTION LLC                        | Dallas        | TX    | 12/14/2023 08:06:11 AM (CT) | \$2,307,344.00 | 210        |

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

|               |  |               |                   |
|---------------|--|---------------|-------------------|
| Certified by: | Jay Carter, NIGP-CPP, CPPB, C.P.M.<br>Purchasing Manager<br>Town of Prosper, Texas | Certified on: | December 14, 2023 |
|---------------|--|---------------|-------------------|

**CONSTRUCTION AGREEMENT**

THE STATE OF TEXAS            )  
  )  
COUNTY OF COLLIN            )

KNOW ALL MEN BY THESE PRESENTS:

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

**CSP NO. 2024-11-B  
DALLAS NORTH TOLLWAY (PROSPER TRAIL – FRONTIER) 12" WATER LINE (CIP NO. 2151-WA)**

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

**A. Contract Documents and Order of Precedence**

The Contract Documents shall consist of the following documents:

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

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

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

**B. Total of Payments Due Contractor**

For performance of the Work in accordance with the Contract Documents, the Owner shall pay the Contractor in current funds an amount not to exceed **One Million one hundred ninety-eight thousand nine hundred forty-three dollars and 50 cents (\$1,198,943.50)**. This amount is subject to adjustment by change order in accordance with the Contract Documents.

**C. Dates to Start and Complete Work**

Contractor shall begin work within ten (10) calendar days after receiving a written Notice to Proceed or written Work Order from the Owner. All Work required under the Contract Documents shall be substantially completed within **45** calendar days after the date of the Notice to Proceed for the base proposal. Within **15** additional calendar days after Substantial Completion, all outstanding issues shall be addressed and ready for final payment.

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

**D. CONTRACTOR'S INDEMNITY TO THE OWNER AND OTHERS**

**CONTRACTOR DOES HEREBY AGREE TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE TOWN OF PROSPER (OWNER) TOGETHER WITH ITS MAYOR AND TOWN COUNCIL AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM AND AGAINST ANY AND ALL CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LIABILITY, LOSSES, PENALTIES, SUITS OR CAUSES OF ACTION OF EVERY KIND INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, COURT COSTS AND ATTORNEY FEES WHICH MAY ARISE BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY OCCASIONED BY ERROR, OMISSION, OR NEGLIGENT ACT OF CONTRACTOR, ITS SUBCONTRACTORS, ANY OFFICERS, AGENTS OR EMPLOYEES OF CONTRACTOR OR ANY SUBCONTRACTORS, INVITEES, AND ANY OTHER THIRD PARTIES OR PERSONS FOR WHOM OR WHICH CONTRACTOR IS LEGALLY RESPONSIBLE, IN ANY WAY ARISING OUT OF, RELATING TO, RESULTING FROM, OR IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT, AND CONTRACTOR WILL AT HIS OR HER OWN COST AND EXPENSE DEFEND AND PROTECT TOWN OF PROSPER (OWNER) FROM ANY AND ALL SUCH CLAIMS AND DEMANDS.**

**CONTRACTOR DOES HEREBY AGREE TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS TOWN OF PROSPER (OWNER) TOGETHER WITH ITS MAYOR AND TOWN COUNCIL AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES, FROM AND**

**CSP NO. 2024-11-B DNT (PROSPER TRAIL – FRONTIER) 12" WATER LINE (CIP NO. 2151-WA)  
(Document Version 05/22)**

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

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

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

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

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

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

## E. Insurance Requirements

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

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

re: CSP NO. 2024-11-B DALLAS NORTH TOLLWAY (PROSPER TRAIL – FRONTIER) 12" WATER LINE (CIP NO. 2151-WA)

### 1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

### 2. Minimum Limits of Insurance

Contractor shall maintain throughout contract limits not less than:

- a. Commercial General Liability: \$1,000,000 per occurrence / \$2,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy will include coverage for:
  - 1) Premises / Operations
  - 2) Broad Form Contractual Liability
  - 3) Products and Completed Operations
  - 4) Personal Injury

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- 5) Broad Form Property Damage
  - 6) Explosion Collapse and Underground (XCU) Coverage.
  - b. Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 per injury, \$300,000 per occurrence, and \$100,000 per occupational disease.
  - c. Automobile Liability: \$1,000,000 Combined Single Limit. Limits can only be reduced if approved by the Town. Automobile liability shall apply to all owned, hired and non-owned autos.
  - d. Builders' Risk Insurance: Completed value form, insurance carried must be equal to the completed value of the structure. Town shall be listed as Loss Payee.
  - e. \$1,000,000 Umbrella Liability Limit that follows form over underlying Automobile Liability, General Liability, and Employers Liability coverages.
3. Deductible and Self-Insured Retentions

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

4. Other Insurance Provisions

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

- a. General Liability and Automobile Liability Coverage
  - 1) The Town, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the contractor, products and completed operations of the contractor, premises owned, occupied or used by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.
  - 2) The contractor's insurance coverage shall be primary insurance in respects to the Town, its officers, officials, employees and volunteers. Any insurance or self- insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the contractor's insurance and shall not contribute with it.

- 3) Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Town, its officers, officials, employees, boards and commissions or volunteers.
- 4) The contractor's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured's limits of liability.

b. Workers' Compensation and Employer's Liability Coverage

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

c. All Coverages

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

5. Acceptability of Insurers

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

6. Verification of Coverage

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

**F. Performance, Payment and Maintenance Bonds**

The Contractor shall procure and pay for a Performance Bond applicable to the work in the amount of one hundred fifteen percent (115%) of the total proposed price, and a Payment Bond applicable to the work in the amount of one hundred percent (100%) of the total proposed price. The Contractor shall also procure and pay for a Maintenance Bond applicable to the work in the amount of one hundred percent (100%) of the total proposed price. The period of the Maintenance Bond shall be two years from the date of acceptance of all work done under the contract, to cover the guarantee as set forth in this Construction Agreement. The performance, payment and maintenance bonds shall be issued in the form attached to this Construction Agreement as Exhibits A, B and C. Other performance, payment and

maintenance bond forms shall not be accepted. Among other things, these bonds shall apply to any work performed during the two-year warranty period after acceptance as described in this Construction Agreement.

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

#### **G. Progress Payments and Retainage**

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

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

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

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

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

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

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

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

#### **H. Withholding Payments to Contractor**

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

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

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

#### **I. Acceptance of the Work**

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

It is specifically provided that Work shall be deemed accepted on the date specified in the Owner's written notice of acceptance of the Work. The Work shall not be deemed to be accepted based on

**CSP NO. 2024-11-B DNT (PROSPER TRAIL – FRONTIER) 12" WATER LINE (CIP NO. 2151-WA)**  
**(Document Version 05/22)**

"substantial completion" of the Work, use or occupancy of the Work, or for any reason other than the Owner's written Notice of Acceptance. Further, the issuance of a certificate of occupancy for all or any part of the Work shall not constitute a Notice of Acceptance for that Work.

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

#### **J. Acceptance of Erosion Control Measures**

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

#### **K. Final Payment**

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

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

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

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

and Contractor shall provide such other and further documents as may be requested and required by the Owner to close out a particular project.

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

#### **L. Contractor's Warranty**

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

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

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

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

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

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

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

#### **M. Compliance with Laws**

The Contractor shall be responsible for ensuring that it and any subcontractors performing any portion of the Work required under the Contract Documents comply with all applicable federal, state, county, and municipal laws, regulations, and rules that relate in any way to the performance and completion of the

Work. This provision applies whether or not a legal requirement is described or referred to in the Contract Documents.

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

#### **N. "Anti-Israel Boycott" Provision**

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

#### **O. Other Items**

The Contractor shall sign the Construction Agreement, and deliver signed performance, payment and maintenance bonds and proper insurance policy endorsements (and/or other evidence of coverage) within ten (10) calendar days after the Owner makes available to the Contractor copies of the Contract Documents for signature. Six (6) copies of the Contract Documents shall be signed by an authorized representative of the Contractor and returned to the Town.

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

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

**THE CONTRACTOR AGREES THAT IT SHALL HAVE NO CLAIM OR CAUSE OF ACTION OF ANY KIND AGAINST OWNER, INCLUDING A CLAIM FOR BREACH OF CONTRACT, NOR SHALL THE OWNER BE REQUIRED TO PERFORM UNDER THE CONTRACT DOCUMENTS, UNTIL THE DATE THE**

**CSP NO. 2024-11-B DNT (PROSPER TRAIL – FRONTIER) 12" WATER LINE (CIP NO. 2151-WA)  
(Document Version 05/22)**

**OWNER DELIVERS TO THE CONTRACTOR A COPY OF THE CONSTRUCTION AGREEMENT BEARING THE SIGNATURES JUST SPECIFIED.**

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

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

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

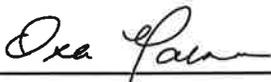
The Contract Documents are binding upon the Owner and Contractor and shall insure to their benefit and as well as that of their respective successors and assigns.

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

*[Signatures continued on following page.]*

**CONTRACTOR**

**TOWN OF PROSPER, TEXAS**

  
\_\_\_\_\_

\_\_\_\_\_

By: Osa Gaisoa

By: **MARIO CANIZARES**

Title: Senior Project Manager

Title: Town Manager

Date: 01.12.2024

Date: \_\_\_\_\_

Address: 5682 W Pecan Place Dr.  
McKinney, TX 75071

Address: 250 W. First St.  
P.O. Box 307  
Prosper, Texas 75078

Phone: 469.343.9597

Phone: (972) 346-2640

Email: Osa@mayaundergroundcontractors.com

Email: mcanizares@prospertx.gov

ATTEST:

\_\_\_\_\_  
MICHELLE LEWIS SIRIANNI  
Town Secretary

Bond No. S7A2SU0003023

**PERFORMANCE BOND**

STATE OF TEXAS )  
 )  
COUNTY OF COLLIN )

KNOW ALL MEN BY THESE PRESENTS: That Maya Underground Contractors, LLC whose address is 5682 Pecan Place Dr., McKinney, TX 75071, hereinafter called Principal, and American Alternative Insurance Corporation, a corporation organized and existing under the laws of the State of Delaware, and fully licensed to transact business in the State of Texas, as Surety, are held and firmly bound unto the **TOWN OF PROSPER**, a home-rule municipal corporation organized and existing under the laws of the State of Texas, hereinafter called "Beneficiary", in the penal sum of **One Million one hundred ninety-eight thousand nine hundred forty-three dollars and 50 cents (\$1,198,943.50)**. plus fifteen percent (15%) of the stated penal sum as an additional sum of money representing additional court expenses, attorneys' fees, and liquidated damages arising out of or connected with the below identified Contract in lawful money of the United States, to be paid in Collin County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. The penal sum of this Bond shall automatically be increased by the amount of any Change Order or Supplemental Agreement, which increases the Contract price, but in no event shall a Change Order or Supplemental Agreement, which reduces the Contract price, decrease the penal sum of this Bond.

**THE OBLIGATION TO PAY SAME** is conditioned as follows: Whereas, the Principal entered into a certain Contract with the Town of Prosper, the Beneficiary, dated on or about the      day of                     , A.D. 2024, a copy of which is attached hereto and made a part hereof, to furnish all materials, equipment, labor, supervision, and other accessories necessary for the construction of:

**CSP NO. 2024-11-B  
DALLAS NORTH TOLLWAY (PROSPER TRAIL – FRONTIER) 12" WATER LINE (CIP NO. 2151-WA)**

in the Town of Prosper, Texas, as more particularly described and designated in the above-referenced contract such contract being incorporated herein and made a part hereof as fully and to the same extent as if written herein word for word.

**NOW, THEREFORE**, if the Principal shall well, truly and faithfully perform and fulfill all of the undertakings, covenants, terms, conditions and agreements of said Contract in accordance with the Plans, Specifications and Contract Documents during the original term thereof and any extension thereof which may be granted by the Beneficiary, with or without notice to the Surety, and during the life of any guaranty or warranty required under this Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; and, if the Principal shall repair and/or replace all defects due to faulty materials and workmanship that appear within a period of one (1) year from the date of final completion and final acceptance of the Work by Owner; and, if the Principal shall fully indemnify and save harmless the Beneficiary from and against all costs and damages which Beneficiary may suffer by reason of failure to so perform herein and shall fully reimburse and repay Beneficiary all outlay and expense which the Beneficiary may incur in making good any default or deficiency, then this obligation shall be void; otherwise, it shall remain in full force and effect.

**PROVIDED FURTHER**, that if any legal action were filed on this Bond, exclusive Venue shall lie in Collin County, Texas.

**CSP NO. 2024-11-B DNT (PROSPER TRAIL – FRONTIER) 12" WATER LINE (CIP NO. 2151-WA)**  
(Document Version 05/22)

**AND PROVIDED FURTHER**, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the Plans, Specifications and Drawings, etc., accompanying the same shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work or to the Specifications.

This Bond is given pursuant to the provisions of Chapter 2253 of the Texas Government Code, and any other applicable statutes of the State of Texas.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Collin County or Dallas County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by Article 7.19-1 of the Insurance Code, Vernon's Annotated Civil Statutes of the State of Texas.

IN WITNESS WHEREOF, this instrument is executed in two copies, each one of which shall be deemed an original, this, the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed/Printed Name

\_\_\_\_\_  
Title

5682 Pecan Place Dr.  
Address

|                |       |       |
|----------------|-------|-------|
| McKinney       | TX    | 75071 |
| City           | State | Zip   |
| (469) 343-9597 |       | N/A   |
| Phone          |       | Fax   |

PRINCIPAL:

Maya Underground Contractors, LLC  
Company Name

By: JOSE NELSON Amaya  
Signature

JOSE NELSON Amaya  
Typed/Printed Name

\_\_\_\_\_  
Title

5682 Pecan Place Dr.  
Address

|                |       |       |
|----------------|-------|-------|
| McKinney       | TX    | 75071 |
| City           | State | Zip   |
| (469) 343-9597 |       | N/A   |
| Phone          |       | Fax   |

{Signatures continued on following page.}

ATTEST:

SURETY: American Alternative Insurance Corporation

By: Kim Alia  
 Signature  
Kim Alia  
 Printed Name  
 Witness  
 Title  
500 N. Central Expy., Ste 550  
 Address  
 Plano TX 75074  
 City State Zip  
 (972) 461-7300 N/A  
 Phone Fax

By: Yamillec Ramos  
 Signature  
Yamillec Ramos  
 Printed Name  
 Attorney-in-Fact  
 Title  
555 College Road East - P.O. Box 5241  
 Address  
 Princeton NJ 08543  
 City State Zip  
 (609) 243-4200 N/A  
 Phone Fax

The Resident Agent of the Surety in Collin County or Dallas County, Texas, for delivery of notice and service of the process is:

NAME: Brady K. Cox  
 STREET ADDRESS: 500 N. Central Expy., Ste 550  
 CITY, STATE, ZIP: Plano, TX 75074

**NOTE:** Date on Page 1 of Performance Bond must be same date as Contract. Date on Page 2 of Performance Bond must be after date of Contract. If Resident Agent is not a corporation, give a person's name.

Bond No. S7A2SU0003023

**PAYMENT BOND**

STATE OF TEXAS )  
 )  
COUNTY OF COLLIN )

KNOW ALL MEN BY THESE PRESENTS: That Maya Underground Contractors, LLC whose address is 5682 Pecan Place Dr., McKinney, TX 75071, hereinafter called Principal, and American Alternative Insurance Corporation, a corporation organized and existing under the laws of the State of Delaware, and fully licensed to transact business in the State of Texas, as Surety, are held and firmly bound unto the **TOWN OF PROSPER**, a home-rule municipal corporation organized and existing under the laws of the State of Texas, hereinafter called "Owner", and unto all persons, firms, and corporations who may furnish materials for, or perform labor upon the building or improvements hereinafter referred to in the penal sum of **One Million one hundred ninety-eight thousand nine hundred forty-three dollars and 50 cents (\$1,198,943.50)**. (one hundred percent (100%) of the total bid price) in lawful money of the United States, to be paid in Collin County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. The penal sum of this Bond shall automatically be increased by the amount of any Change Order or Supplemental Agreement, which increases the Contract price, but in no event shall a Change Order or Supplemental Agreement, which reduces the Contract price, decrease the penal sum of this Bond.

THE OBLIGATION TO PAY SAME is conditioned as follows: Whereas, the Principal entered into a certain Contract with the Town of Prosper, the Owner, dated on or about the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2024, a copy of which is attached hereto and made a part hereof, to furnish all materials, equipment, labor, supervision, and other accessories necessary for the construction of:

**CSP NO. 2024-11-B  
DALLAS NORTH TOLLWAY (PROSPER TRAIL – FRONTIER) 12" WATER LINE (CIP NO. 2151-WA)**

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties and make prompt payment to all persons, firms, subcontractors, corporations and claimants supplying labor and/or material in the prosecution of the Work provided for in the above-referenced Contract and any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modification to the Surety is hereby expressly waived, then this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that if any legal action were filed on this Bond, exclusive venue shall lie in Collin County, Texas.

AND PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the Work performed thereunder, or the Plans, Specifications, Drawings, etc., accompanying the same, shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work to be performed thereunder.

This Bond is given pursuant to the provisions of Chapter 2253 of the Texas Government Code, and any other applicable statutes of the State of Texas.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Collin County or Dallas County to whom any requisite notices may be delivered and on whom service of process may

**CSP NO. 2024-11-B DNT (PROSPER TRAIL – FRONTIER) 12" WATER LINE (CIP NO. 2151-WA)  
(Document Version 05/22)**

be had in matters arising out of such suretyship, as provided by Article 7.19-1 of the Insurance Code, Vernon's Annotated Civil Statutes of the State of Texas.

IN WITNESS WHEREOF, this instrument is executed in two copies, each one of which shall be deemed an original, this, the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:

By: *Osa Gaisoa*  
 Signature  
Osa Gaisoa  
 Typed/Printed Name  
Senior Project Manager  
 Title  
5682 Pecan Place Dr.  
 Address  
 McKinney TX 75071  
 City State Zip  
 (469) 343-9597 N/A  
 Phone Fax

PRINCIPAL:

Maya Underground Contractors. LLC  
 Company Name  
 By: *Jose Nelson Amaya*  
 Signature JOSE NELSON AMAYA  
 Typed/Printed Name  
OWNER  
 Title  
5682 Pecan Place Dr.  
 Address  
 McKinney TX 75071  
 City State Zip  
 (469) 343-9597 N/A  
 Phone Fax

[Signatures continued on following page.]

ATTEST:

SURETY: American Alternative Insurance Corporation

By: Kim Alia  
 Signature  
 Kim Alia  
 Printed Name  
 Witness  
 Title  
 500 N. Central Expy., Ste 550  
 Address  
 Plano TX 75074  
 City State Zip  
 (972) 461-7300 N/A  
 Phone Fax

By: Yamillec Ramos  
 Signature  
 Yamillec Ramos  
 Printed Name  
 Attorney-in-Fact  
 Title  
 555 College Road East - P.O. Box 5241  
 Address  
 Princeton NJ 08543  
 City State Zip  
 (609) 243-4200 N/A  
 Phone Fax

The Resident Agent of the Surety in Collin County or Dallas County, Texas, for delivery of notice and service of the process is:

NAME: Brady K. Cox  
 STREET ADDRESS: 500 N. Central Expy., Ste 550  
 CITY, STATE, ZIP: Plano, TX 75074

**NOTE:** Date on Page 1 of Performance Bond must be same date as Contract. Date on Page 2 of Performance Bond must be after date of Contract. If Resident Agent is not a corporation, give a person's name.

Bond No. S7A2SU0003023

**MAINTENANCE BOND**

STATE OF TEXAS            )  
  )  
COUNTY OF COLLIN        )

**KNOW ALL MEN BY THESE PRESENTS:** That Maya Underground Contractors, LLC whose address is 5682 Pecan Place Dr., McKinney, TX 75071, hereinafter referred to as "Principal," and American Alternative Insurance Corporation, a corporate surety/sureties organized under the laws of the State of Delaware and fully licensed to transact business in the State of Texas, as Surety, hereinafter referred to as "Surety" (whether one or more), are held and firmly bound unto the **TOWN OF PROSPER**, a Texas municipal corporation, hereinafter referred to as "Owner," in the penal sum **One Million one hundred ninety-eight thousand nine hundred forty-three dollars and 50 cents (\$1,198,943.50)**, (one hundred percent (100%) of the total bid price), in lawful money of the United States to be paid to Owner, its successors and assigns, for the payment of which sum well and truly to be made, we bind ourselves, our successors, heirs, executors, administrators and successors and assigns, jointly and severally; and firmly by these presents, the condition of this obligation is such that:

WHEREAS, Principal entered into a certain written Contract with the Town of Prosper, dated on or about the \_\_\_\_\_ day of \_\_\_\_\_, 2024, to furnish all permits, licenses, bonds, insurance, products, materials, equipment, labor, supervision, and other accessories necessary for the construction of:

**CSP NO. 2024-11-B  
DALLAS NORTH TOLLWAY (PROSPER TRAIL – FRONTIER) 12" WATER LINE (CIP NO. 2151-WA)**

in the Town of Prosper, Texas, as more particularly described and designated in the above-referenced contract, such contract being incorporated herein and made a part hereof as fully and to the same extent as if written herein word for word:

WHEREAS, in said Contract, the Principal binds itself to use first class materials and workmanship and of such kind and quality that for a period of two (2) years from the completion and final acceptance of the improvements by Owner the said improvements shall require no repairs, the necessity for which shall be occasioned by defects in workmanship or materials and during the period of two (2) years following the date of final acceptance of the Work by Owner, Principal binds itself to repair or reconstruct said improvements in whole or in part at any time within said period of time from the date of such notice as the Town Manager or his designee shall determine to be necessary for the preservation of the public health, safety or welfare. If Principal does not repair or reconstruct the improvements within the time period designated, Owner shall be entitled to have said repairs made and charge Principal and/or Surety the cost of same under the terms of this Maintenance Bond.

NOW, THEREFORE, if Principal will maintain and keep in good repair the Work herein contracted to be done and performed for a period of two (2) years from the date of final acceptance and do and perform all necessary work and repair any defective condition (it being understood that the purpose of this section is to cover all defective conditions arising by reason of defective materials, work or labor performed by Principal) then this obligation shall be void; otherwise it shall remain in full force and effect and Owner shall have and recover from Principal and its Surety damages in the premises as provided in the Plans and Specifications and Contract.

PROVIDED, however, that Principal hereby holds harmless and indemnifies Owner from and against any claim or liability for personal injury or property damage caused by and occurring during the performance of said maintenance and repair operation.

**CSP NO. 2024-11-B DNT (PROSPER TRAIL – FRONTIER) 12" WATER LINE (CIP NO. 2151-WA)  
(Document Version 05/22)**

PROVIDED, further, that if any legal action be filed on this Bond, exclusive venue shall lie in Collin County, Texas.

AND PROVIDED FURTHER, Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work performed thereunder, or the Plans, Specifications, Drawings, etc. accompanying same shall in any way affect its obligation on this Bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder.

The undersigned and designated agent is hereby designated by Surety as the resident agent in either Collin or Dallas Counties to whom all requisite notice may be delivered and on whom service of process may be had in matters arising out of this suretyship.

IN WITNESS WHEREOF, this instrument is executed in two copies, each one of which shall be deemed an original, on this the \_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:

PRINCIPAL:

By: *Osa Gaisoa*  
 Signature  
Osa Gaisoa  
 Typed/Printed Name  
Senior Project manager  
 Title  
5682 Pecan Place Dr.  
 Address  
McKinney TX 75071  
 City State Zip  
(469) 343-9597  
 Phone Fax

Maya Underground Contractors, LLC  
 Company Name  
 By: *JOSE NELSON AMAYA*  
 Signature  
JOSE NELSON AMAYA  
 Typed/Printed Name  
OWNER  
 Title  
5682 Pecan Place Dr.  
 Address  
McKinney TX 75071  
 City State Zip  
(469) 343-9597  
 Phone Fax

[Signatures continued on following page.]

ATTEST:

By: Kim Alia  
 Signature  
 Kim Alia  
 Printed Name  
 Witness  
 Title  
 500 N. Central Expy., Ste 550  
 Address  
 Plano TX 75074  
 City State Zip  
 (972) 461-7300 N/A  
 Phone Fax

SURETY: American Alternative Insurance Corporation

By: Yamillec Ramos  
 Signature  
 Yamillec Ramos  
 Printed Name  
 Attorney-in-Fact  
 Title  
 555 College Road East - P.O. Box 5241  
 Address  
 Princeton NJ 08543  
 City State Zip  
 (609) 243-4200 N/A  
 Phone Fax

CERTIFIED COPY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the AMERICAN ALTERNATIVE INSURANCE CORPORATION, a corporation organized and existing by virtue of the laws of the State of Delaware ("Corporation") with offices at 555 College Road East, Princeton, N. J. 08543, has made, constituted and appointed, and by these presents, does make, constitute and appoint:

Russ Frenzel; Blaine Allen; Brady K. Cox; William D. Baldwin; Brent Baldwin; Michael B. Hill; Keith Rogers; Drew Green; Sam Freireich; Brock Anglin; Cindy Alford; and Yamillec Ramos

its true and lawful Attorneys-in-Fact, at Princeton, in the State of New Jersey, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety or Co-surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate said Company for any portion of the penal sum thereof in excess of the sum of One Hundred Million Dollars (\$100,000,000) Such bonds and undertakings for said purposes, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary. This appointment is made under and by authority of a certain Resolution adopted at a meeting of the Board of Directors of said Company duly held on the 27th day of August, 1975, a copy of which appears below.

IN WITNESS WHEREOF, the AMERICAN ALTERNATIVE INSURANCE CORPORATION has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 24th day of September, 2021.



By: Michael G. Kerner, President
Attest: Ignacio Rivera, Deputy General Counsel & Secretary

STATE OF NEW JERSEY, COUNTY OF SOMERSET

The foregoing instrument was acknowledged before me by means of online notarization this 24th day of September, 2021, by Michael G. Kerner and Ignacio Rivera, who are personally known to me.



Jillean Sanfilippo
Jillean Sanfilippo, Notary Public
State of New Jersey
My Commission Expires February 8, 2026

SECRETARY'S CERTIFICATE

The undersigned, Ignacio Rivera, hereby certifies:

- 1. That the undersigned is Secretary of American Alternative Insurance Corporation, a corporation of the State of Delaware;
2. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of said Corporation on the day of its date, and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with said original power of attorney, and that the same is a true and correct copy of said original power of attorney and of the whole thereof;
3. That the original resolution of which the following is a copy was duly adopted at, and recorded in the minutes of, a regular meeting of the Board of Directors of said Corporation duly held on August 4, 1998, and has not since been revoked, amended or modified.

RESOLVED, that each of the following officers of this Corporation, namely, the President, the Executive Vice President, the Senior Vice Presidents, and the Vice Presidents, be, and they hereby are, authorized, from time to time in their discretion, to appoint such agent or agents or attorney or attorneys-in-fact as deemed by them necessary or desirable for the purpose of carrying on this Corporation's business, and to empower such agent or agents or attorney or attorneys-in-fact to execute and deliver, in this Corporation's name and on its behalf, and under its seal or otherwise, surety bonds, surety undertakings or surety contracts made by this Corporation as surety thereon.

RESOLVED, that the signature of any authorized officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney and revocation of any power of attorney or certificate of either given for the execution of any surety bond, surety undertaking, or surety contract, such signature and seal, when so used being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed.

FURTHER RESOLVED, that any prior appointments by the Corporation of MGAs are, in all respects, hereby ratified, confirmed and approved.

FURTHER RESOLVED, that the Secretary or any Assistant Secretary of this Corporation is hereby authorized to certify and deliver to any person to whom such certification and delivery may be deemed necessary and desirable in the opinion of such Secretary or Assistant Secretary, a true copy of the foregoing resolution.

- 4. The undersigned has compared the foregoing copies of said original resolutions as so recorded, and they are the same true and correct copies of said original resolutions as so recorded and of the whole thereof.

Witness the hand of the undersigned and the seal of said Corporation this \_\_\_ day of \_\_\_, 20\_\_.

AMERICAN ALTERNATIVE INSURANCE CORPORATION



Signature of Ignacio Rivera
Ignacio Rivera (Sep 24, 2021 16:06 EDT)
Ignacio Rivera
Deputy General Counsel & Secretary

TRS-1001-1



## ENGINEERING SERVICES

**To: Mayor and Town Council**

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

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

**Re: Property Acquisition: Craig Road (Preston - Fifth)**

**Town Council Meeting – January 23, 2024**

**Strategic Visioning Priority: 1. Acceleration of Infrastructure**

**Agenda Item:**

Consider and act upon a resolution of the Town Council of the Town of Prosper, Texas, declaring the public necessity to acquire certain properties for right-of-way, drainage easements, a water easement, a street easement, a sidewalk easement and temporary construction easements for the construction of the Craig Road (Preston - Fifth) project; determining the public use and necessity for such acquisition; authorizing the acquisition of property rights necessary for said Project; appointing an appraiser and negotiator as necessary; authorizing the Town Manager to establish just compensation for the property rights to be acquired; authorizing the Town Manager to take all steps necessary to acquire the needed property rights in compliance with all applicable laws and resolutions; and authorizing the Town Attorney to institute condemnation proceedings to acquire the property if purchase negotiations are not successful.

**Description of Agenda Item:**

The Town is in the process of developing engineering plans for the construction of the Craig Road (Preston - Fifth) project. To facilitate the construction of the project, it is necessary for the Town to acquire several parcels of right-of-way, drainage easements, a street easement, a sidewalk easement, and temporary construction easements. The thirteen (13) properties are identified in the attached resolution, and the location map included with this agenda item depicts the properties affected. As with other similar road construction projects, it is not anticipated that all parcels will require the use of eminent domain to complete the acquisition process, however, staff is requesting advance authorization to pursue acquisition by eminent domain if standard negotiations are unsuccessful.

**Budget Impact:**

There is no budgetary impact affiliated with this item.

**Legal Obligations and Review:**

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

**Attached Documents:**

1. Resolution
2. Location Map

**Town Staff Recommendation:**

Town staff recommends that the Town Council approve the attached resolution declaring the public necessity to acquire certain properties for right-of-way, drainage easements, a street easement, a sidewalk easement, and temporary construction easements for the construction of the Craig Road (Preston - Fifth) project; determining the public use and necessity for such acquisition; authorizing the acquisition of property rights necessary for said Project; appointing an appraiser and negotiator as necessary; authorizing the Town Manager to establish just compensation for the property rights to be acquired; authorizing the Town Manager to take all steps necessary to acquire the needed property rights in compliance with all applicable laws and resolutions; and authorizing the Town Attorney to institute condemnation proceedings to acquire the property if purchase negotiations are not successful.

**Proposed Motion:**

I move to approve the attached resolution declaring the public necessity to acquire certain properties for right-of-way, drainage easements, a street easement, a sidewalk easement, and temporary construction easements, for the construction of the Craig Road (Preston - Fifth) project with such properties being more particularly described in the attached resolution; determining the public use and necessity for such acquisition; authorizing the acquisition of property rights necessary for said Project; appointing an appraiser and negotiator as necessary; authorizing the Town Manager to establish just compensation for the property rights to be acquired; authorizing the Town Manager to take all steps necessary to acquire the needed property rights in compliance with all applicable laws and resolutions; and authorizing the Town Attorney to institute condemnation proceedings to acquire the property if purchase negotiations are not successful.

**Please note: Pursuant to Section 2206.053(c) of the Texas Government Code, if two (2) or more councilmembers object to adopting this single Resolution for all the properties referenced therein, a separate record vote must be taken for each unit of property.**

**This item requires a roll call vote.**

## TOWN OF PROSPER, TEXAS

## RESOLUTION NO. 2024-XX

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, DECLARING THE PUBLIC NECESSITY TO ACQUIRE CERTAIN REAL PROPERTIES FOR RIGHT-OF WAY, DRAINAGE EASEMENTS, A STREET EASEMENT, A SIDEWALK EASEMENT AND TEMPORARY CONSTRUCTION EASEMENTS FOR THE CONSTRUCTION OF THE CRAIG ROAD (PRESTON - FIFTH) PROJECT; DETERMINING THE PUBLIC USE AND NECESSITY FOR SUCH ACQUISITIONS; AUTHORIZING THE ACQUISITION OF PROPERTY RIGHTS NECESSARY FOR SAID PROJECT; APPOINTING AN APPRAISER AND NEGOTIATOR AS NECESSARY; AUTHORIZING THE TOWN MANAGER OF THE TOWN OF PROSPER, TEXAS, TO ESTABLISH JUST COMPENSATION FOR THE PROPERTY RIGHTS TO BE ACQUIRED; AUTHORIZING THE TOWN MANAGER TO TAKE ALL STEPS NECESSARY TO ACQUIRE THE NEEDED PROPERTY RIGHTS IN COMPLIANCE WITH ALL APPLICABLE LAWS AND RESOLUTIONS; AND AUTHORIZING THE TOWN ATTORNEY TO INSTITUTE CONDEMNATION PROCEEDINGS TO ACQUIRE THE PROPERTY IF PURCHASE NEGOTIATIONS ARE NOT SUCCESSFUL; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council of the Town of Prosper, Texas (the "Town Council"), has determined that there exists a public necessity to acquire certain property interests for the construction of the Craig Road (Preston - Fifth) project, the location of which is generally set forth in the exhibits attached to this resolution; and

**WHEREAS**, the Town Council desires to acquire the property interests (collectively referred to as the "Property"), as more particularly described in the exhibits attached to this Resolution, for this governmental and public use in conjunction with the Town of Prosper's construction of the Craig Road (Preston - Fifth) project ("Project"); and

**WHEREAS**, the Town Council desires that the Town Manager, or his designee, take all necessary steps to acquire the Property for the Project including, but not limited to, the retention of appraisers, engineers, and other consultants and experts, and that the Town Attorney, or his designee, negotiate the purchase of the Property for the Project, and if unsuccessful in purchasing the Property for the Project, to institute condemnation proceedings to acquire the Property.

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

**SECTION 1**

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

**SECTION 2**

The Town Council hereby finds and determines that a public use and necessity exists for the Town of Prosper, Texas, to acquire the following Property for the Project, as more particularly described in the Exhibits referenced herein:

**EXHIBIT DESCRIPTION / INTEREST TO BE ACQUIRED**

- 1 Parcel 1 Approximately 0.0180 acres of real property for drainage easement, and 0.0268 acres of real property for temporary construction easement, situated generally in the Collin County School Land Survey No. 12, Abstract Number 147, Collin County, Texas and being Texas and being part of that certain tract of land described in recorded Instrument 20160111000032200 of the Official Public Records of Collin County, Texas
- 2 Parcel 2 Approximately 0.0545 acres of real property for drainage easement situated generally in the Collin County School Land Survey No. 12, Abstract Number 147, Collin County, Texas and being part of that certain tract of land described in recorded Instrument Number 2021081101616800 of the Official Public Records of Collin County, Texas
- 3 Parcel 3 Approximately 0.0265 acres of real property for drainage easement situated generally in the Collin County School Land Survey No. 12, Abstract Number 147, Collin County, Texas and being part of that certain tract of land described in recorded Instrument Number 20061026010004670 of the Official Public Records of Collin County, Texas
- 4 Parcel 4 Approximately 0.0188 acres of real property for drainage easement situated generally in the Collin County School Land Survey No. 12, Abstract Number 147, Collin County, Texas and being part of that certain tract of land described in recorded Instrument Number 20061026010004670 of the Official Public Records of Collin County, Texas
- 5 Parcel 5 Approximately 0.0172 acres of real property for drainage easement situated generally in the Collin County School Land Survey No. 12, Abstract Number 147, Collin County, Texas and being part of that certain tract of land described in recorded Instrument Number 20170821001115710 of the Official Public Records of Collin County, Texas
- 6 Parcel 6 Approximately 0.0072 acres of real property for right-of-way, and 0.0126 acres of real property for drainage easement situated generally in the Collin County School Land Survey No. 12, Abstract Number 147, Collin County, Texas and being part of that certain tract of land described in General Warranty Deed recorded in Volume 5934, page 4122 of the Official Public Records of Collin County, Texas
- 7 Parcel 7 Approximately 0.1262 acres of real property for right-of-way, and 0.0087 acres of real property for drainage easement, situated generally in the Collin County School Land Survey No. 12, Abstract Number 147, Collin County, Texas and being part of that certain tract of land described in Special Warranty Deed recorded in Volume 5652, page 4183 of the Official Public Records of Collin County, Texas
- 8 Parcel 8 Approximately 0.0691 acres of real property for right-of-way, and 0.0144 acres of real property for temporary construction easement, situated generally in the Collin County School Land Survey No. 12, Abstract Number 147, Collin County, Texas and being part of that certain tract of land described in Warranty Deed recorded in Instrument Number 20081126001370530 of the Official Public Records of Collin County, Texas
- 9 Parcel 9 Approximately 0.0557 acres of real property for right-of-way, and 0.0278 acres of real property for temporary construction easement, situated generally in the Collin County School Land Survey No. 12, Abstract Number 147, Collin County, Texas and being

part of that certain tract of land described in Warranty Deed recorded in Volume 5561, Page 231 of the Official Public Records of Collin County, Texas

- 10 Parcel 10 Approximately 0.0727 acres of real property for right-of-way situated generally in the Collin County School Land Survey No. 12, Abstract Number 147, Collin County, Texas and being part of that certain tract of land described in Deed recorded in Volume 796, Page 459 of the Official Public Records of Collin County, Texas
- 11 Parcel 11 Approximately 0.0352 acres of real property for sidewalk easement, and 0.0476 acres of real property for temporary construction easement, situated generally in the Collin County School Land Survey No. 12, Abstract Number 147, Collin County, Texas and being part of that certain tract of land described in Special Warranty Deed recorded in Instrument Number 20170811001072350 of the Official Public Records of Collin County, Texas
- 12 Parcel 12 Approximately 0.0260 acres of real property for street easement, and 0.0168 acres of real property for temporary construction easement, situated generally in the Collin County School Land Survey No. 12, Abstract Number 147, Collin County, Texas and being part of that certain tract of land described in General Warranty Deed recorded in Instrument Number 20170803001030760 of the Official Public Records of Collin County, Texas; said in addition to the plat recorded in Cabinet Q, Page 413, Plat Records, Collin County Texas
- 13 Parcel 13 Approximately 0.0119 acres of real property for water easement, and 0.0211 acres of real property for temporary construction easement, situated generally in the Collin County School Land Survey No. 12, Abstract Number 147, Collin County, Texas and being part of that certain tract of land described in Special Warranty Deed recorded in Instrument Number 20170403000417550 of the Official Public Records of Collin County, Texas; said in addition to the plat recorded Instrument Number 20170811001072350 of the Official Public Records of Collin County, Texas

### **SECTION 3**

The Town Manager, or his designee, is authorized and directed to negotiate for and to acquire the Property for the Project, for the Town of Prosper, Texas, and to acquire said rights in compliance with State and Federal law. The Town Manager is specifically authorized and directed to do each and every act necessary to acquire the Property for the Project including, but not limited to, the authority to negotiate, give notices, make written offers to purchase, prepare contracts, to retain and designate a qualified appraiser of the property interests to be acquired, as well as any other experts or consultants that he deems necessary for the acquisition process and, if necessary, to institute proceedings in eminent domain.

### **SECTION 4**

The Town Manager, or any individual he may so designate, is appointed as negotiator for the acquisition of the Property for the Project, and, as such, the Town Manager is authorized and

directed to do each and every act and deed hereinabove specified or authorized by reference, subject to the availability of funds appropriated by the Town Council for such purpose. The Town Manager is specifically authorized to establish the just compensation for the acquisition of the Property. If the Town Manager or his designee determines that an agreement as to damages or compensation cannot be reached, then the Town Attorney or his designee is hereby authorized and directed to file or cause to be filed, against the owners and interested parties of the needed property interests, proceedings in eminent domain to acquire the Property for the Project.

**SECTION 5**

This Resolution is effective immediately upon its passage.

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, BY A VOTE OF \_\_\_ TO \_\_\_ ON THIS THE 23RD DAY OF JANUARY, 2024.**

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

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

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

**EXHIBIT 1/PARCEL NO. 1**

**LEGAL DESCRIPTION  
DRAINAGE EASEMENT**

**BEING** a 0.0180 acre (784 square foot) tract of land situated in the Collin County School Land Survey No. 12, Abstract No. 147, Town of Prosper, Collin County, Texas; said tract being part of that tract of land described in Deed to Daniel E Jackman recorded in Instrument No. 20160111000032200 of the Official Public Records, Collin County, Texas; said tract also being part of Lots 2A and 3, Block 1, Eastern Heights Subdivision, an addition to the Town of Prosper according to the plat recorded in Volume 6, Page 76, Plat Records, Collin County Texas; said tract being more particularly described as follows:

**BEGINNING** at a point in the west line of a 30-foot wide Street Easement recorded in Volume 6, Page 76 of the said Plat Records;

**THENCE** South 00°06'29" East, along the said west line of the 30-foot wide Street Easement, a distance of 52.32 feet to a point for corner;

**THENCE** South 89°53'31" West, departing the said west line of the 30-foot wide Street Easement, a distance of 15.00 feet to a point for corner;

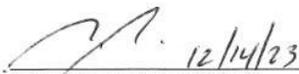
**THENCE** North 00°06'29" West, a distance of 52.22 feet to a point for corner in the north line of said Lot 2A;

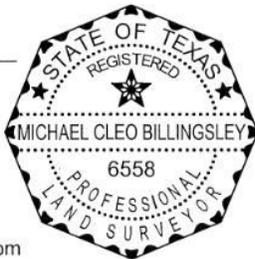
**THENCE** North 89°28'40" East, along the said north line of Lot 2A, a distance of 15.00 feet to the **POINT OF BEGINNING** and containing 784 square feet or 0.0180 acres of land, more or less.

**NOTES:**

Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone (4202). A survey plat of even survey date herewith accompanies this metes and bounds description.

The undersigned, Registered Professional Land Surveyor, hereby certifies that foregoing description accurately sets out the metes and bounds of the easement tract.

  
12/14/23  
MICHAEL C. BILLINGSLEY  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 6558  
801 CHERRY STREET,  
UNIT 11 SUITE 1300  
FORT WORTH, TEXAS 76102  
PH. 817-335-6511  
michael.billingsley@kimley-horn.com



DRAINAGE EASEMENT  
COLLIN COUNTY SCHOOL LAND  
SURVEY, ABSTRACT NO. 147  
TOWN OF PROSPER,  
COLLIN COUNTY, TEXAS

**Kimley»Horn**

801 Cherry Street, Unit 11, # 1300 Fort Worth, Texas 76102 FIRM # 10194040 Tel. No. (817) 335-6511 www.kimley-horn.com

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EXHIBIT 1/PARCEL NO. 1 CONT.

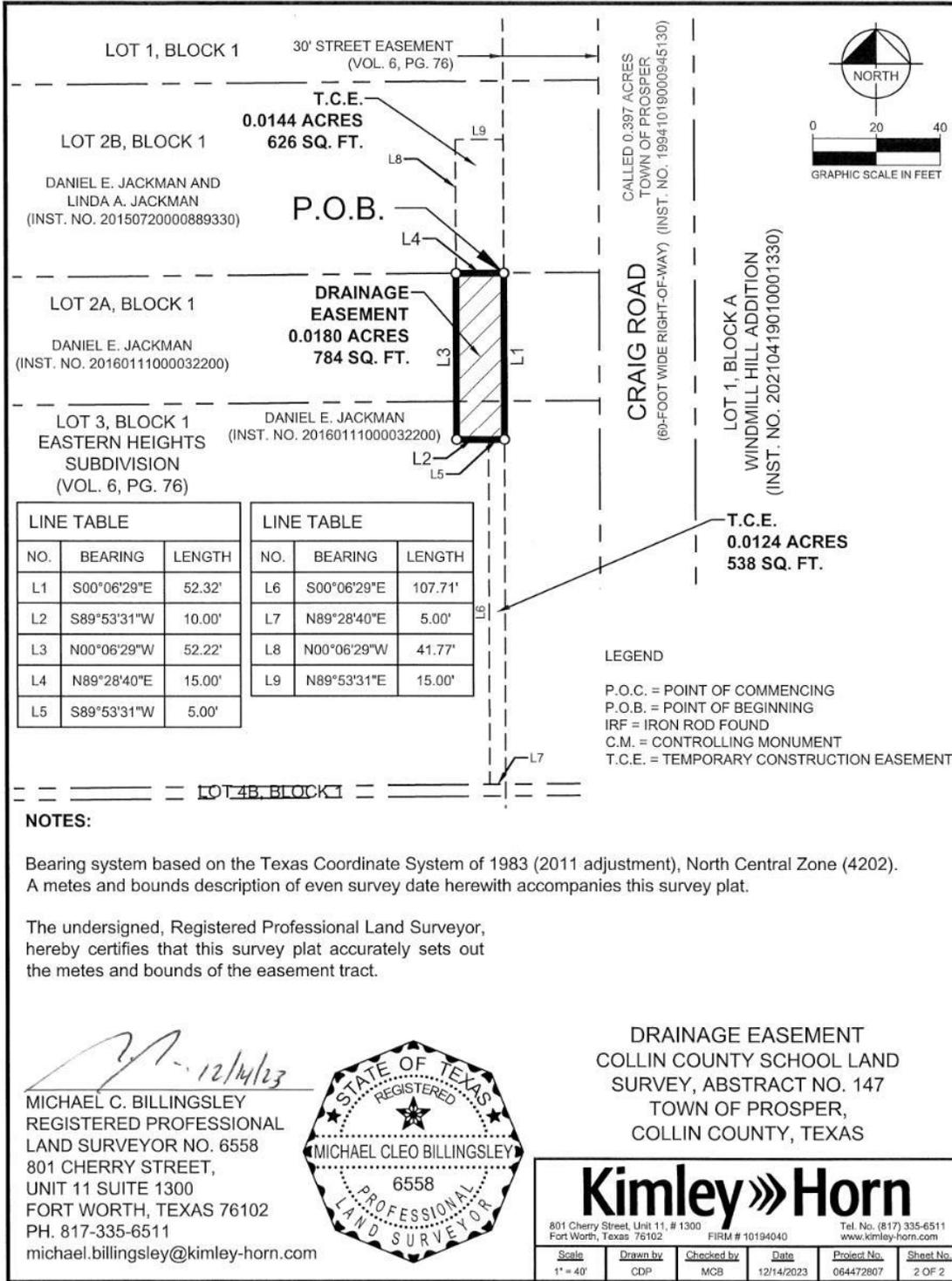


EXHIBIT 2/PARCEL NO. 2

LEGAL DESCRIPTION  
DRAINAGE EASEMENT

**BEING** a 0.0545 acre (2,372 square foot) tract of land situated in the Collin County School Land Survey No. 12, Abstract No. 147, Town of Prosper, Collin County, Texas; said tract being part of that tract of land described in Special Warranty Deed with Vendor's Lien to Prosper Texas Capital, LLC recorded in Instrument No. 20210811001616800 of the Official Public Records, Collin County, Texas; said tract being more particularly described as follows:

**BEGINNING** at a point in the north line of the said Prosper Texas Capital, LLC tract;

**THENCE** North 89°49'13" East, along the said north line of the Prosper Texas Capital, LLC tract, a distance of 10.00 feet to a point for corner;

**THENCE** South 00°07'58" East, departing the said north line of the Prosper Texas Capital, LLC tract, a distance of 242.16 feet to a point for corner in the south line of the said Prosper Texas Capital, LLC tract and the north right-of-way line of E Broadway Street (a 100-foot right-of-way);

**THENCE** North 45°21'12" West, along the said south line of the Prosper Texas Capital, LLC tract and the said north line of E Broadway Street, a distance of 14.09 feet to a point for corner from which a 1/2-inch iron rod found for the north end of a right-of-way corner clip of the west right-of-way line of Craig Road (a variable width right-of-way), and the said north line of E Broadway Street bears South 89°10'43" West, a distance of 61.38 feet;

**THENCE** North 00°07'58" West, departing the said south line of the Prosper Texas Capital, LLC tract and the said north line of E Broadway Street, a distance of 232.23 feet to the **POINT OF BEGINNING** and containing 2,372 square feet or 0.0545 acres of land, more or less.

NOTES:

Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone (4202). A survey plat of even survey date herewith accompanies this metes and bounds description.

The undersigned, Registered Professional Land Surveyor, hereby certifies that foregoing description accurately sets out the metes and bounds of the easement tract.

*M. 12/14/23*  
MICHAEL C. BILLINGSLEY  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 6558  
801 CHERRY STREET,  
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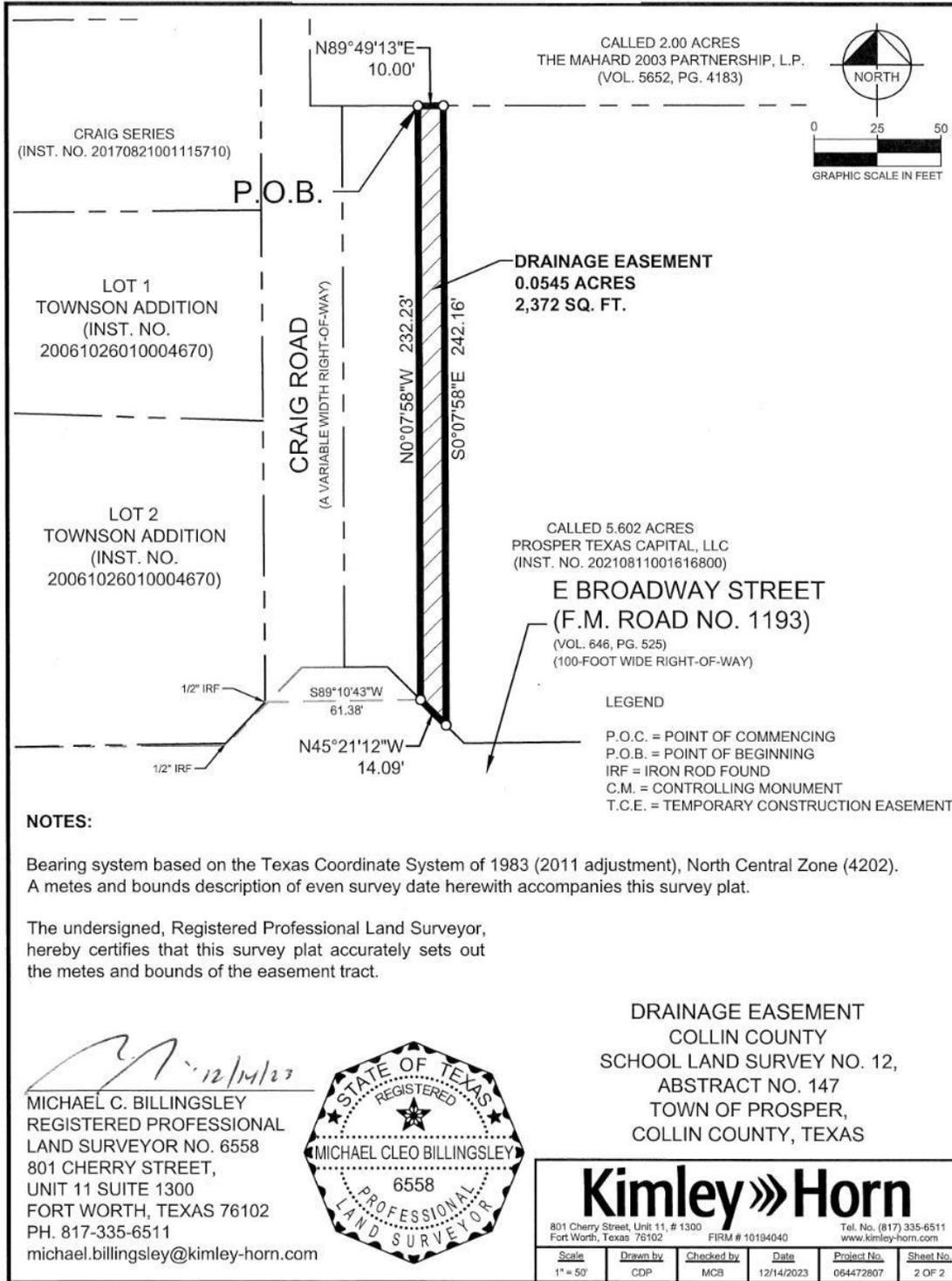
DRAINAGE EASEMENT  
COLLIN COUNTY  
SCHOOL LAND SURVEY NO. 12,  
ABSTRACT NO. 147  
TOWN OF PROSPER,  
COLLIN COUNTY, TEXAS

**Kimley»Horn**  
801 Cherry Street, Unit 11, # 1300 Fort Worth, Texas 76102 FIRM # 10194040 Tel. No. (817) 335-6511 www.kimley-horn.com

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EXHIBIT 2/PARCEL NO. 2 Cont.



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**EXHIBIT 3/PARCEL NO. 3**

**LEGAL DESCRIPTION  
DRAINAGE EASEMENT**

**BEING** a 0.0265 acre (1,155 square foot) tract of land situated in the Collin County School Land Survey No. 12, Abstract No. 147, Town of Prosper, Collin County, Texas; said tract being part of Lot 2, Towson Addition, an addition to the Town of Prosper according to the plat recorded in Instrument No. 20061026010004670 of the Official Public Records, Collin County, Texas; said tract being more particularly described as follows:

**BEGINNING** at a 1/2-inch iron rod found for the east end of the right-of-way corner clip of the said west line of Craig Road (a variable width right-of-way) and the north right-of-way line of E Broadway Street (a 100-foot right-of-way); said point also being the southeast corner of the said Lot 2;

**THENCE** South 43°57'17" West, along the northwest line of said corner clip, a distance of 14.32 feet to a point for corner, from which a 1/2-inch iron rod found for the west end of the said corner clip bears South 43°57'38" West, a distance of 7.99 feet;

**THENCE** North 00°20'47" West, departing the said corner clip, a distance of 120.78 feet to a point for corner in the north line of the said Lot 2;

**THENCE** South 88°20'11" East, along the said north line of Lot 2, a distance of 10.01 feet to a point in the said west line of Craig Road; said point also being the northeast corner of said Lot 2;

**THENCE** South 00°20'47" East, along the said west line of Craig Road, a distance of 110.18 feet to the **POINT OF BEGINNING** and containing 1,155 square feet or 0.0265 acres of land, more or less.

**NOTES:**

Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone (4202). A survey plat of even survey date herewith accompanies this metes and bounds description.

The undersigned, Registered Professional Land Surveyor, hereby certifies that foregoing description accurately sets out the metes and bounds of the easement tract.

  
MICHAEL C. BILLINGSLEY  
REGISTERED PROFESSIONAL  
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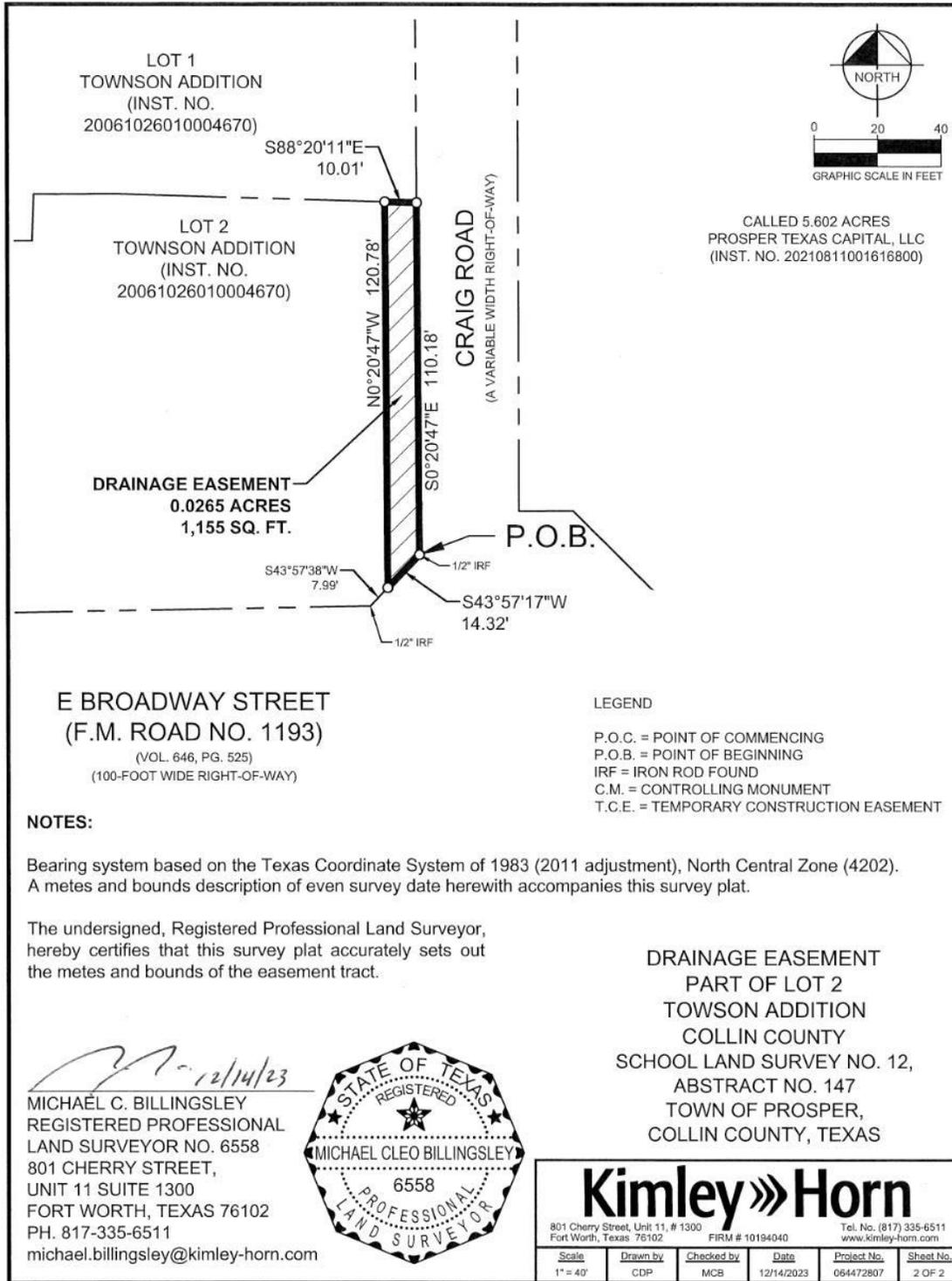
DRAINAGE EASEMENT  
PART OF LOT 2  
TOWSON ADDITION  
COLLIN COUNTY  
SCHOOL LAND SURVEY NO. 12,  
ABSTRACT NO. 147  
TOWN OF PROSPER,  
COLLIN COUNTY, TEXAS

**Kimley»Horn**  
801 Cherry Street, Unit 11, # 1300 Fort Worth, Texas 76102 FIRM # 10194040 Tel. No. (817) 335-6511 www.kimley-horn.com

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EXHIBIT 3/PARCEL NO. 3 Cont.



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**EXHIBIT 4/PARCEL NO. 4**

**LEGAL DESCRIPTION  
DRAINAGE EASEMENT**

**BEING** a 0.0188 acre (820 square foot) tract of land situated in the Collin County School Land Survey No. 12, Abstract No. 147, Town of Prosper, Collin County, Texas; said tract being part of Lot 1, Towson Addition, an addition to the Town of Prosper according to the plat recorded in Instrument No. 20061026010004670 of the Official Public Records, Collin County, Texas; said tract being more particularly described as follows:

**BEGINNING** at the southeast corner of the said Lot 1 and being in the west right-of-way line of Craig Road (a variable width right-of-way), from which a 1/2-inch iron rod found for the north end of the right-of-way corner clip bwtween the said west line of Craig Road and the north right-of-way line of E Broadway Street (a 100-foot right-of-way), bears South 00°20'47" East, a distance of 110.18 feet;

**THENCE** North 88°20'11" West, along the south line of the said Lot 1, a distance of 10.01 feet to a point for corner from which a 1/2-inch iron rod found for the south end of the said right-of-way corner clip bears South 02°10'50" West, a distance of 126.62 feet;

**THENCE** North 00°20'47" West, a distance of 81.83 feet to a point for corner in the north line of the said Lot 1;

**THENCE** North 89°25'03" East, along the said north line of Lot 1, a distance of 10.00 feet to a point for the northeast corner of the said Lot 1; said point also being in the said west line of Craig Road;

**THENCE** South 00°20'47" East, along the east line of the said Lot 1 and the said west line of Craig Road, a distance of 82.22 feet to the **POINT OF BEGINNING** and containing 820 square feet or 0.0188 acres of land, more or less.

**NOTES:**

Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone (4202). A survey plat of even survey date herewith accompanies this metes and bounds description.

The undersigned, Registered Professional Land Surveyor, hereby certifies that foregoing description accurately sets out the metes and bounds of the easement tract.

  
MICHAEL C. BILLINGSLEY  
REGISTERED PROFESSIONAL  
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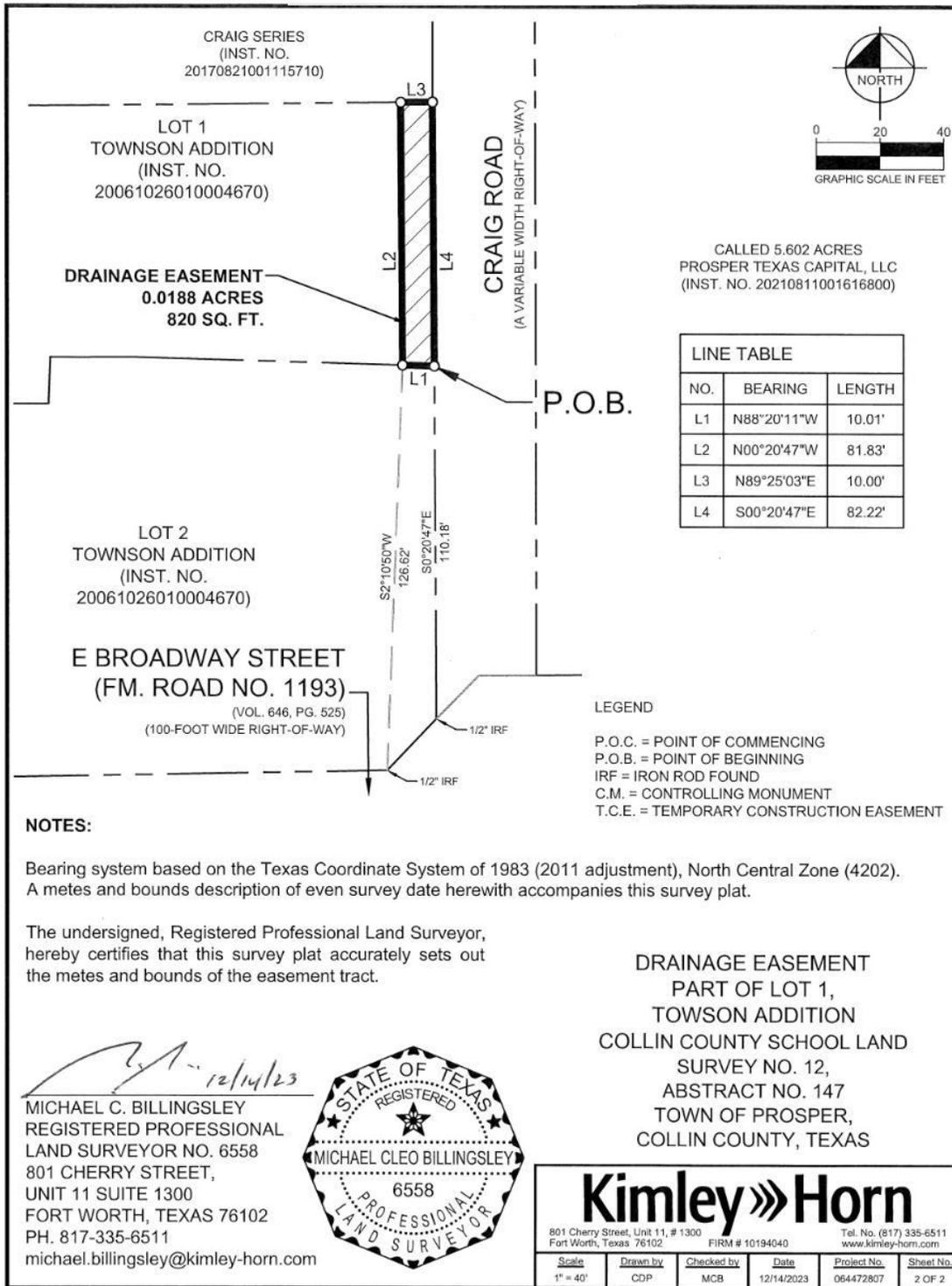
**DRAINAGE EASEMENT  
PART OF LOT 1,  
TOWSON ADDITION  
COLLIN COUNTY SCHOOL LAND  
SURVEY NO. 12,  
ABSTRACT NO. 147  
TOWN OF PROSPER,  
COLLIN COUNTY, TEXAS**

**Kimley»Horn**  
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EXHIBIT 4/PARCEL NO. 4. Cont.



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**EXHIBIT 5/PARCEL NO. 5.**

**LEGAL DESCRIPTION  
DRAINAGE EASEMENT**

**BEING** a 0.0172 acre (750 square foot) tract of land situated in the Collin County School Land Survey No. 12, Abstract No. 147, Town of Prosper, Collin County, Texas; said tract being part of that tract of land described in General Warranty Deed to Craig Series recorded in Instrument No. 20170821001115710 of the Official Public Records, Collin County, Texas; said tract being more particularly described as follows:

**BEGINNING** at the northeast corner of the said Craig Series tract and in the west right-of-way line of Craig Road (a variable width right-of-way), from which a 5/8-inch iron rod with "KHA" cap bears North 00°19'01" West, a distance of 50.00 feet;

**THENCE** South 00°05'07" West, along the east line of the said Craig Series tract and the said west line of Craig Road, a distance of 75.00 feet to a point for the southeast corner of the said Craig Series tract;

**THENCE** South 89°52'08" West, along the south line of the said Craig Series tract and departing the said west line of Craig Road, a distance of 10.00 feet to a point for corner;

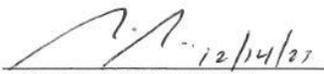
**THENCE** North 00°05'08" East, departing the said south line of the Craig Series tract, a distance of 74.92 feet to a point for corner in the north line of the said Craig Series tract, from which a 5/8-inch iron rod with "KHA" cap bears North 11°38'09" West, a distance of 76.42 feet;

**THENCE** North 89°25'03" East, along the said north line of the Craig Series tract, a distance of 10.00 feet to the **POINT OF BEGINNING** and containing 750 square feet or 0.0172 acres of land, more or less.

**NOTES:**

Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone (4202). A survey plat of even survey date herewith accompanies this metes and bounds description. All corners labeled as "set" will be set either 30 days following construction of the improvements or upon acceptance by the Town of Prosper.

The undersigned, Registered Professional Land Surveyor, hereby certifies that foregoing description accurately sets out the metes and bounds of the easement tract.

  
MICHAEL C. BILLINGSLEY  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 6558  
801 CHERRY STREET,  
UNIT 11 SUITE 1300  
FORT WORTH, TEXAS 76102  
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michael.billingsley@kimley-horn.com



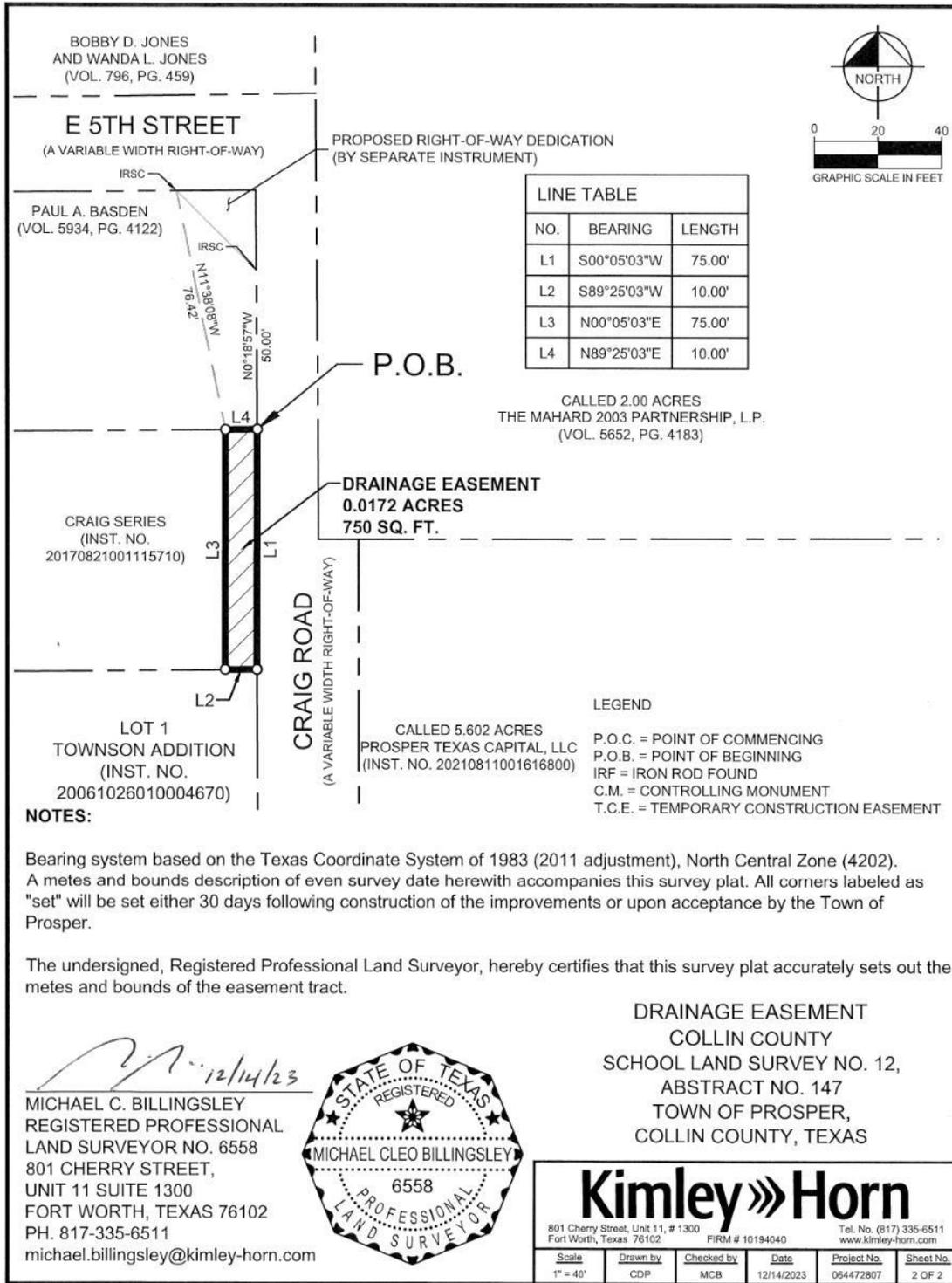
DRAINAGE EASEMENT  
COLLIN COUNTY  
SCHOOL LAND SURVEY NO. 12,  
ABSTRACT NO. 147  
TOWN OF PROSPER,  
COLLIN COUNTY, TEXAS

**Kimley»Horn**  
 801 Cherry Street, Unit 11, # 1300 Fort Worth, Texas 76102 FIRM # 10194040 Tel. No. (817) 335-6511 www.kimley-horn.com

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**EXHIBIT 5/PARCEL NO. 5 Cont.**



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EXHIBIT 6/PARCEL NO. 6.

LEGAL DESCRIPTION  
RIGHT-OF-WAY DEDICATION

**BEING** a 0.0072 acre (313 square foot) tract of land situated in the Collin County School Land Survey No. 12, Abstract No. 147, Town of Prosper, Collin County, Texas; said tract being part of that tract of land described in General Warranty Deed to Paul A. Basden recorded in Volume 5934, Page 4122 of the Official Public Records, Collin County, Texas; said tract being more particularly described as follows:

**BEGINNING** at a 5/8-inch iron rod with "KHA" cap set for the south corner of this Right-of-Way Dedication in the east line of the said Paul A. Basden tract and the west right-of-way line of Craig Road (a variable width right-of-way);

**THENCE** North 45°26'57" West, departing the said east line of the Paul A. Basden tract and the said west line of Craig Road, a distance of 35.27 feet to a 5/8-inch iron rod with "KHA" cap set for the north corner of this Right-of-Way Dedication in the north line of the said Paul A. Basden tract and the south right-of-way line of E 5th Street (a variable width right-of-way);

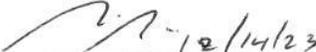
**THENCE** North 89°25'03" East, along the said north line of the Paul A. Basden tract and the said south line of E 5th Street, a distance of 25.00 feet to a point for the northeast corner of this Right-of-Way Dedication;

**THENCE** South 00°18'57" East, along the said east line of the Paul A. Basden tract and the said west line of Craig Road, a distance of 25.00 feet to the **POINT OF BEGINNING** and containing 313 square feet or 0.0072 acres of land, more or less.

NOTES:

Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone (4202). A survey plat of even survey date herewith accompanies this metes and bounds description. All corners labeled as "set" will be set either 30 days following construction of the improvements or upon acceptance by the Town of Prosper.

The undersigned, Registered Professional Land Surveyor, hereby certifies that foregoing description accurately sets out the metes and bounds of the easement tract.

  
MICHAEL C. BILLINGSLEY  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 6558  
801 CHERRY STREET,  
UNIT 11 SUITE 1300  
FORT WORTH, TEXAS 76102  
PH. 817-335-6511  
michael.billingsley@kimley-horn.com



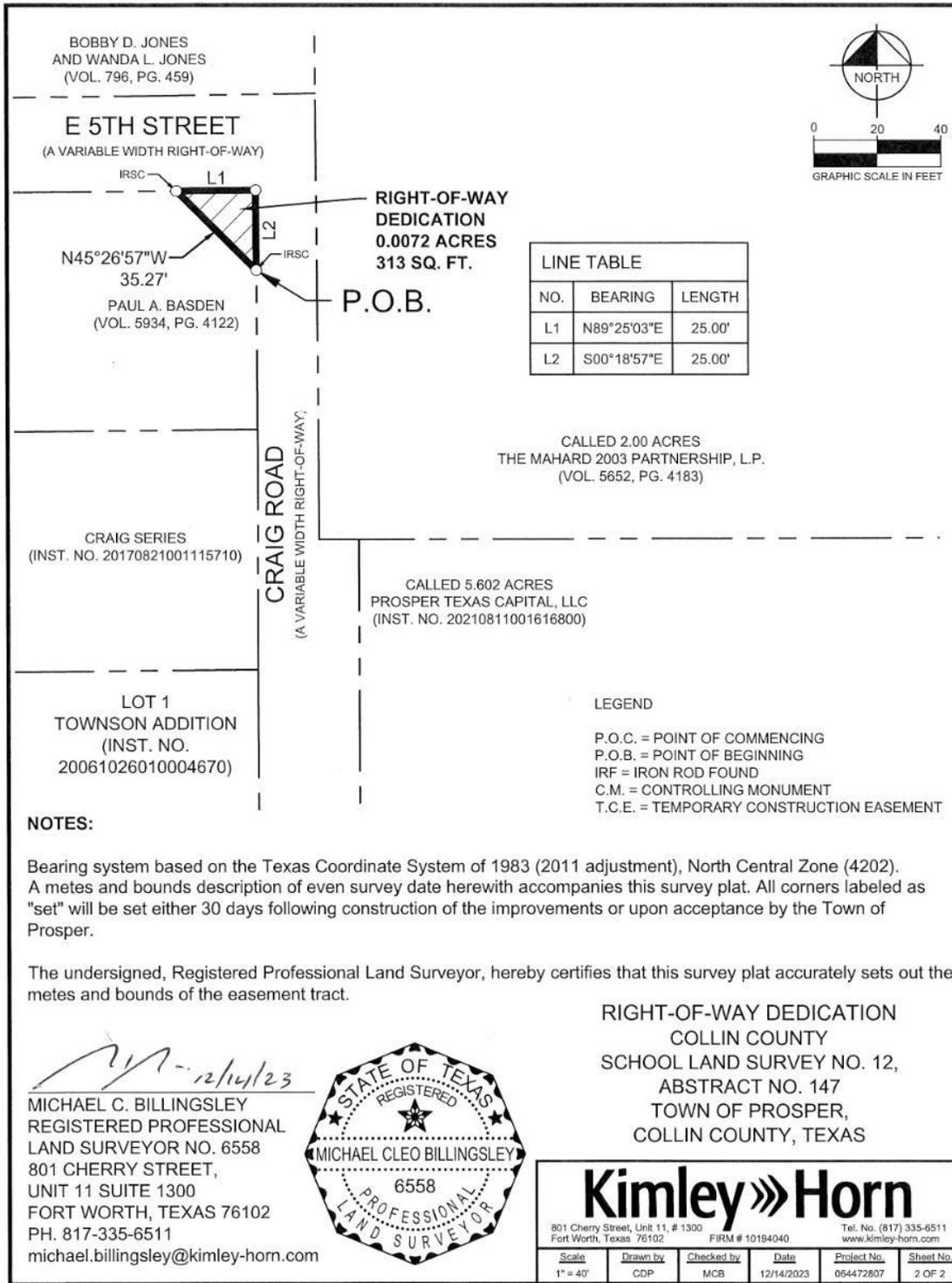
RIGHT-OF-WAY DEDICATION  
COLLIN COUNTY  
SCHOOL LAND SURVEY NO. 12,  
ABSTRACT NO. 147  
TOWN OF PROSPER,  
COLLIN COUNTY, TEXAS

**Kimley»Horn**  
801 Cherry Street, Unit 11, # 1300 Fort Worth, Texas 76102 FIRM # 10194040 Tel. No. (817) 335-6511 www.kimley-horn.com

| Scale | Drawn by | Checked by | Date       | Project No. | Sheet No. |
|-------|----------|------------|------------|-------------|-----------|
| N/A   | CDP      | MCB        | 12/14/2023 | 064472807   | 1 OF 2    |

WILLIS, REN 12/14/2023 8:40 AM \\KIMLEY-HORN\TX\_FT\WFTW\_SURVEY\064472807-CRAIG ROAD PROSPER\DWG\064472807-CRAIG ROAD PROSPER\_ROW 6.DWG

**EXHIBIT 6/PARCEL NO. 6 Cont.**



WILLIS, REN 12/14/2023 8:40 AM \\KIMLEY-HORN\TX\_FTWF\FW\_SURVEY\064472807-CRAIG ROAD PROSPER\DWG\064472807-CRAIG ROAD PROSPER\_ROW 6.DWG

**EXHIBIT 6/PARCEL NO.6 Cont**

**LEGAL DESCRIPTION  
DRAINAGE EASEMENT**

**BEING** a 0.0126 acre (550 square foot) tract of land situated in the Collin County School Land Survey No. 12, Abstract No. 147, Town of Prosper, Collin County, Texas; said tract being part of that tract of land described in General Warranty Deed to Paul A. Basden recorded in Volume 5934, Page 4122 of the Official Public Records, Collin County, Texas; said tract being more particularly described as follows:

**BEGINNING** at a 5/8-inch iron rod with "KHA" cap set for the northeast corner of this Drainage Easement in the east line of the said Paul A. Basden tract and the west right-of-way line of Craig Road (a variable width right-of-way);

**THENCE** South 00°18'57" East, along the said east line of the Paul A. Basden tract and the said west line of Craig Road, a distance of 50.00 feet to a point for the southeast corner of the said Paul A. Basden tract;

**THENCE** South 89°25'03" West, along the south line of the said Paul A. Basden tract, a distance of 10.00 feet to a point for corner;

**THENCE** North 00°18'57" West, departing the said south line of the Paul A. Basden tract, a distance of 60.00 feet to a point for corner from which a 5/8-inch iron rod with "KHA" cap set in the north line of the said Paul A. Basden tract bears North 45°27'05" West, a distance of 21.16 feet;

**THENCE** South 45°26'57" East, a distance of 14.11 feet to the **POINT OF BEGINNING** and containing 550 square feet or 0.0126 acres of land, more or less.

**NOTES:**

Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone (4202). A survey plat of even survey date herewith accompanies this metes and bounds description. All corners labeled as "set" will be set either 30 days following construction of the improvements or upon acceptance by the Town of Prosper.

The undersigned, Registered Professional Land Surveyor, hereby certifies that foregoing description accurately sets out the metes and bounds of the easement tract.

  
MICHAEL C. BILLINGSLEY  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 6558  
801 CHERRY STREET,  
UNIT 11 SUITE 1300  
FORT WORTH, TEXAS 76102  
PH. 817-335-6511  
michael.billingsley@kimley-horn.com



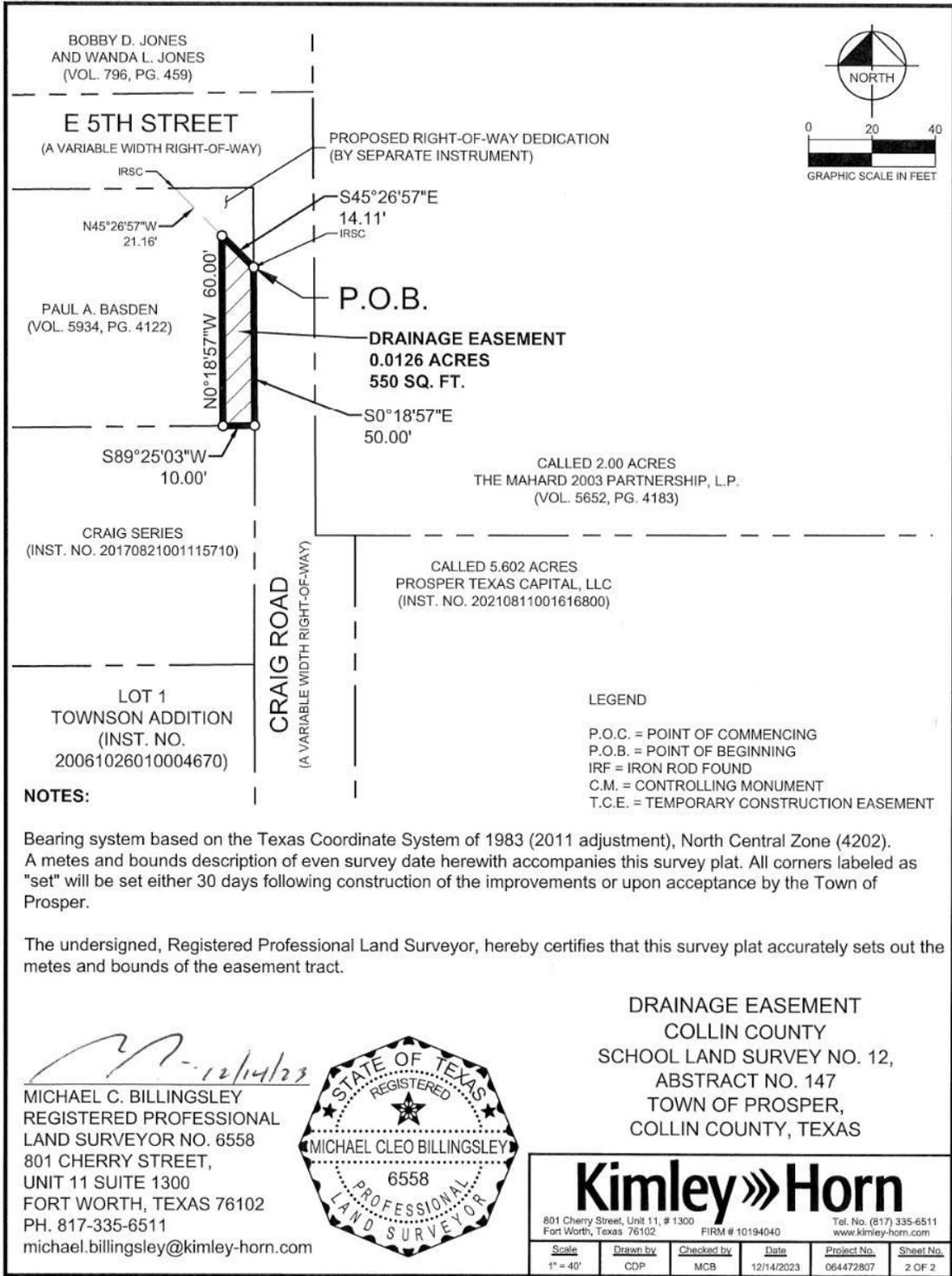
DRAINAGE EASEMENT  
COLLIN COUNTY  
SCHOOL LAND SURVEY NO. 12,  
ABSTRACT NO. 147  
TOWN OF PROSPER,  
COLLIN COUNTY, TEXAS

**Kimley»Horn**  
 801 Cherry Street, Unit 11, # 1300 Fort Worth, Texas 76102 FIRM # 10194040 Tel. No. (817) 335-6511 www.kimley-horn.com

| Scale | Drawn by | Checked by | Date       | Project No. | Sheet No. |
|-------|----------|------------|------------|-------------|-----------|
| N/A   | CDP      | MCB        | 12/14/2023 | 064472807   | 1 OF 2    |

WILLIS, REN 12/14/2023 8:33 AM \\KIMLEY-HORN\TX\_FT\WFTW\_SURVEY\064472807-CRAIG ROAD PROSPER\DWG\064472807-CRAIG ROAD PROSPER\_DE 7.DWG

**EXHIBIT 6/PARCEL NO.6 Cont**



WILLIS, REN 12/14/2023 8:33 AM \\KIMLEY-HORN\TX\_FT\WFTW\_SURVEY\064472807-CRAIG ROAD PROSPER\DWG\064472807-CRAIG ROAD PROSPER\_DE 7.DWG

EXHIBIT 7/PARCEL NO. 7

LEGAL DESCRIPTION  
RIGHT-OF-WAY DEDICATION

**BEING** a 0.1262 acre (5,498 square foot) tract of land situated in the Collin County School Land Survey No. 12, Abstract No. 147, Town of Prosper, Collin County, Texas; said tract being part of that tract of land described in Special Warranty Deed to The Mahard 2003 Partnership, L.P. recorded in Volume 5652, Page 4183 of the Official Public Records, Collin County, Texas; said tract being more particularly described as follows:

**BEGINNING** in the south line of the said The Mahard 2003 Partnership, L.P. tract at a 5/8-inch iron rod with "KHA" cap set for the southeast corner of this right-of-way dedication;

**THENCE** South 89°49'13" West, to and along the east right-of-way line of Craig Road, a variable width right-of-way, and along the said south line of The Mahard 2003 Partnership, L.P. tract, a distance of 42.48 feet to a point for the southwest corner of the said The Mahard 2003 Partnership, L.P. tract;

**THENCE** North 00°22'48" West, along the said east line of Craig Road and the west line of the said The Mahard 2003 Partnership, L.P. tract, a distance of 150.09 feet to a 5/8-inch iron rod with "KHA" cap set for the beginning of a non-tangent curve to the right;

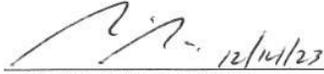
**THENCE** in a southeasterly direction, departing the said west line of The Mahard 2003 Partnership, L.P. tract, with said non-tangent curve to the right, having a radius of 85.00 feet, a central angle of 60°29'04", and a chord bearing and distance of South 30°22'30" East, 85.62 feet, and an arc distance of 89.73 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

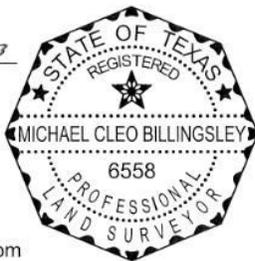
**THENCE** South 00°07'58" East, a distance of 76.09 feet to the **POINT OF BEGINNING** and containing 5,498 square feet or 0.1262 acres of land, more or less.

NOTES:

Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone (4202). A survey plat of even survey date herewith accompanies this metes and bounds description. All corners labeled as "set" will be set either 30 days following construction of the improvements or upon acceptance by the Town of Prosper.

The undersigned, Registered Professional Land Surveyor, hereby certifies that foregoing description accurately sets out the metes and bounds of the easement tract.

  
MICHAEL C. BILLINGSLEY  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 6558  
801 CHERRY STREET,  
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FORT WORTH, TEXAS 76102  
PH. 817-335-6511  
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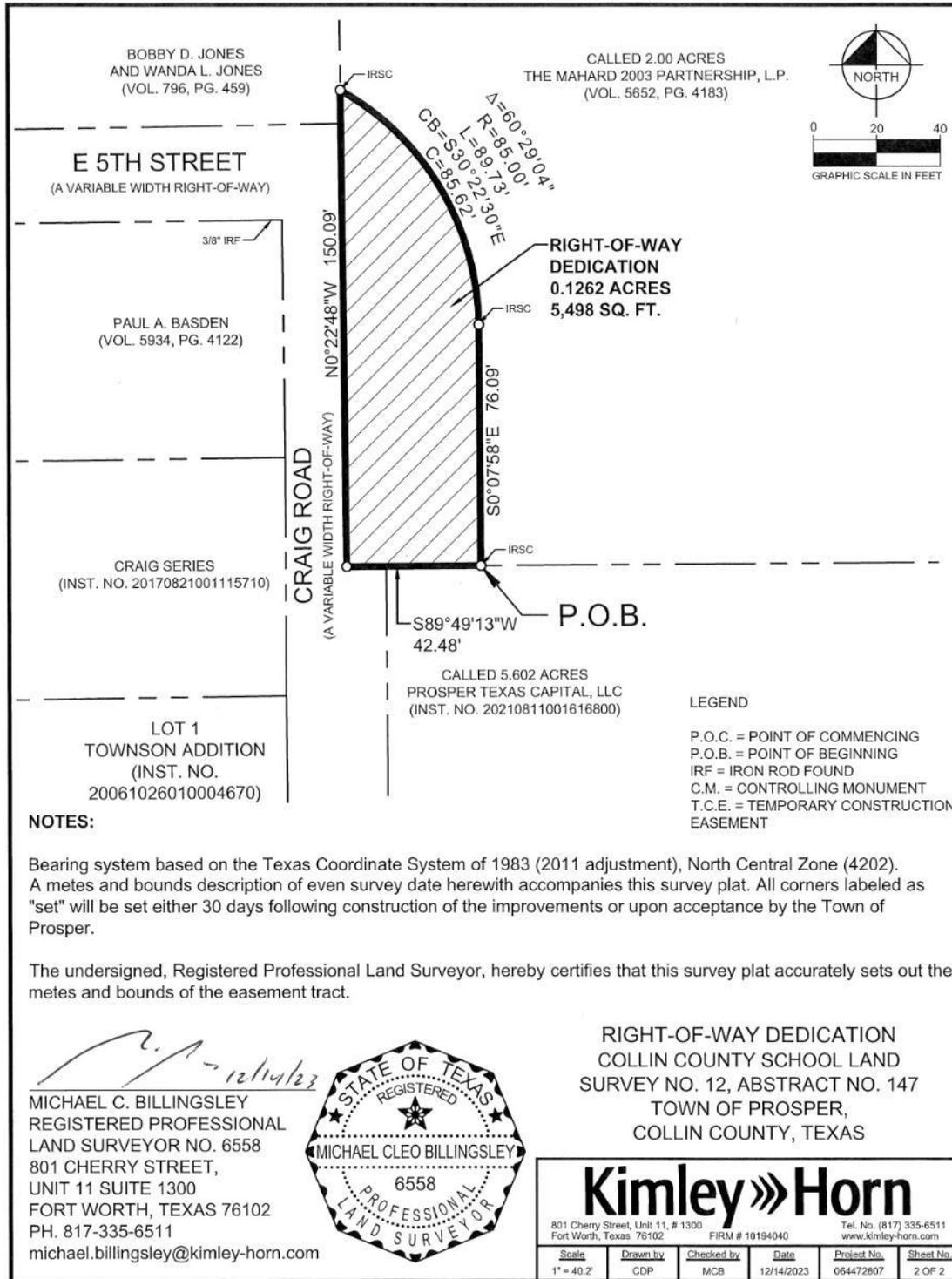
RIGHT-OF-WAY DEDICATION  
COLLIN COUNTY SCHOOL LAND  
SURVEY NO. 12, ABSTRACT NO. 147  
TOWN OF PROSPER,  
COLLIN COUNTY, TEXAS

**Kimley»Horn**  
801 Cherry Street, Unit 11, # 1300 Fort Worth, Texas 76102 FIRM # 10194040 Tel. No. (817) 335-6511 www.kimley-horn.com

| Scale | Drawn by | Checked by | Date       | Project No. | Sheet No. |
|-------|----------|------------|------------|-------------|-----------|
| N/A   | CDP      | MCB        | 12/14/2023 | 064472807   | 1 OF 2    |

WILLIS, REN 12/14/2023 8:39 AM \\KIMLEY-HORN\TX\_FTWFTW\_SURVEY\064472807-CRAIG ROAD PROSPER\DWG\064472807-CRAIG ROAD PROSPER\_ROW 5.DWG

**EXHIBIT 7/PARCEL NO. 7 Cont.**



WILLIS, REN 12/14/2023 8:39 AM \\KIMLEY-HORN\TX\_FT\WFTW\_SURVEY\064472807-CRAIG ROAD PROSPER\DWG\064472807-CRAIG ROAD PROSPER\_ROW 5.DWG

**EXHIBIT 7/PARCEL NO. 7 Cont.**

**LEGAL DESCRIPTION  
DRAINAGE EASEMENT**

**BEING** a 0.0087 acre (380 square foot) tract of land situated in the Collin County School Land Survey No. 12, Abstract No. 147, Town of Prosper, Collin County, Texas; said tract being part of that tract of land described in Special Warranty Deed to The Mahard 2003 Partnership, L.P. recorded in Volume 5652, Page 4183 of the Official Public Records, Collin County, Texas; said tract being more particularly described as follows:

**BEGINNING** at a 5/8-inch iron rod with "KHA" cap set in the south line of said Mahard 2003 Partnership, L.P. tract;

**THENCE** North 00°07'58" West, departing the south line of said Mahard 2003 Partnership, L.P. tract, a distance of 76.09 feet to a 5/8-inch iron rod with cap stamped "KHA" set for corner;

**THENCE** North 89°52'02" East, a distance of 5.00 feet to a point for corner;

**THENCE** South 00°07'58" West, a distance of 76.08 feet to a point for corner in the south line of the Mahard 2003 Partnership, L.P. tract;

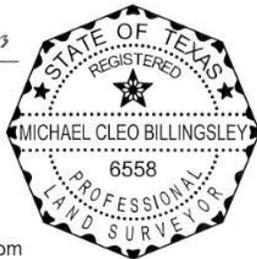
**THENCE** South 89°49'13" West, along the said Mahard 2003 Partnership, L.P. tract, a distance of 5.00 feet to the **POINT OF BEGINNING** and containing 380 square feet or 0.0087 acres of land, more or less.

**NOTES:**

Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone (4202). A survey plat of even survey date herewith accompanies this metes and bounds description. All corners labeled as "set" will be set either 30 days following construction of the improvements or upon acceptance by the Town of Prosper.

The undersigned, Registered Professional Land Surveyor, hereby certifies that foregoing description accurately sets out the metes and bounds of the easement tract.

  
MICHAEL C. BILLINGSLEY  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 6558  
801 CHERRY STREET,  
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FORT WORTH, TEXAS 76102  
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michael.billingsley@kimley-horn.com



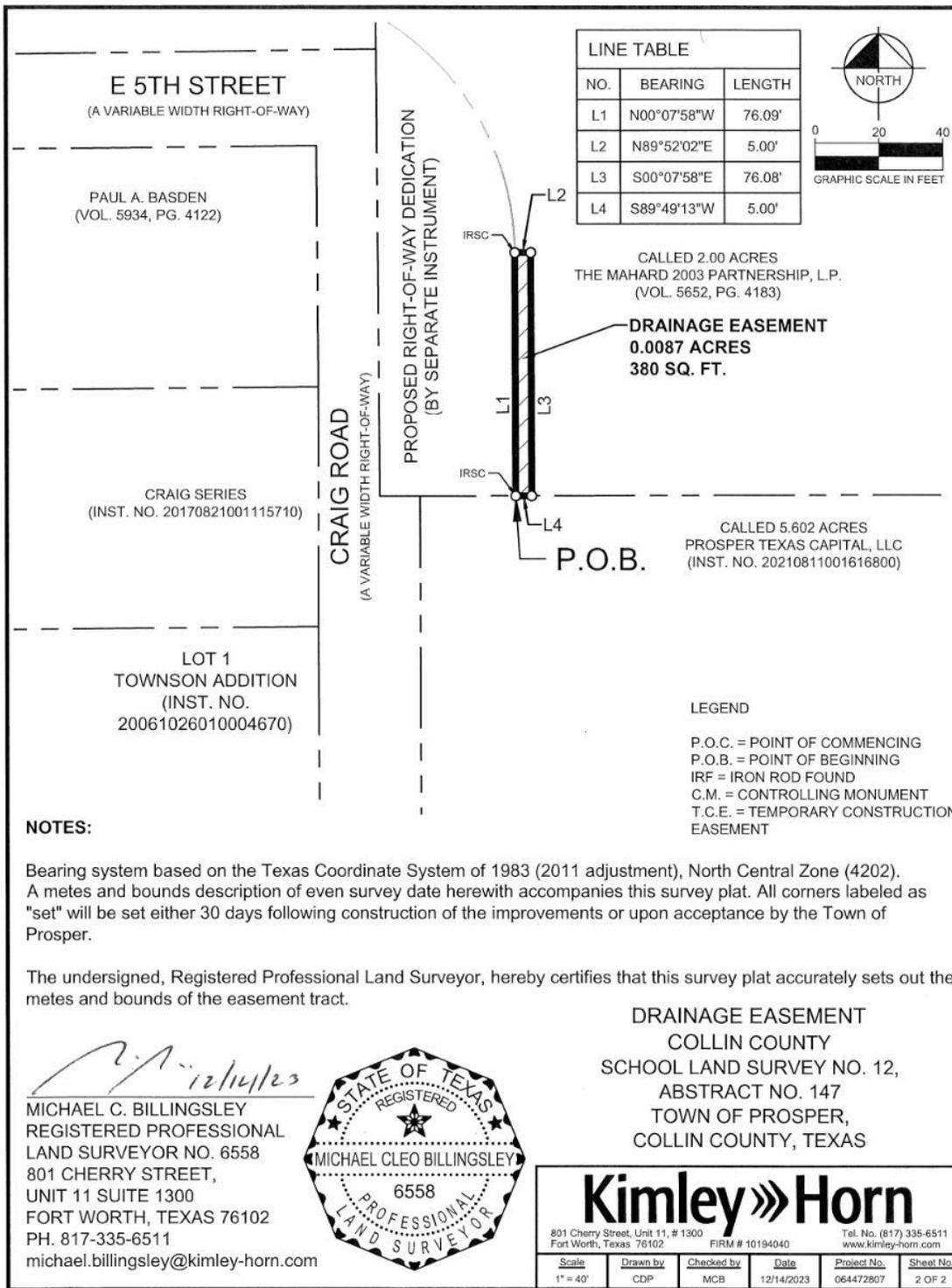
DRAINAGE EASEMENT  
COLLIN COUNTY  
SCHOOL LAND SURVEY NO. 12,  
ABSTRACT NO. 147  
TOWN OF PROSPER,  
COLLIN COUNTY, TEXAS

**Kimley»Horn**  
801 Cherry Street, Unit 11, # 1300 Fort Worth, Texas 76102 FIRM # 10194040 Tel. No. (817) 335-6511 www.kimley-horn.com

| Scale | Drawn by | Checked by | Date       | Project No. | Sheet No. |
|-------|----------|------------|------------|-------------|-----------|
| N/A   | CDP      | MCB        | 12/14/2023 | 064472807   | 1 OF 2    |

WILLIS, REN 12/14/2023 8:35 AM \\KIMLEY-HORN\TX\_FT\WFTW\_SURVEY\064472807-CRAIG ROAD PROSPER\DWG\064472807-CRAIG ROAD PROSPER\_DE 8.DWG

EXHIBIT 7/PARCEL NO. 7 Cont.



WILLIS, REN 12/14/2023 8:35 AM \\KIMLEY-HORN\TX\_FT\FTW\_SURVEY\064472807-CRAIG ROAD PROSPER\DWG\064472807-CRAIG ROAD PROSPER\_DE 8.DWG

EXHIBIT 8/PARCEL NO. 8

LEGAL DESCRIPTION  
RIGHT-OF-WAY DEDICATION

**BEING** a 0.0691 acre (3,011 square foot) tract of land situated in the Collin County School Land Survey No. 12, Abstract No. 147, Town of Prosper, Collin County, Texas; said tract being part of that tract of land described in Warranty Deed with Vendor's Lien to Clayton Walvoord and Megan Walvoord recorded in Instrument No. 20081126001370530 of the Official Public Records, Collin County, Texas; said tract being more particularly described as follows:

**BEGINNING** at a 5/8-inch iron rod with cap stamped "KHA" set for corner at the southwest corner Lot 1, Block A, Station Addition, an addition to the Town of Prosper according to the plat recorded in Instrument No. 201409020100002900 of said Official Public Records; said point also being in the east line of said Clayton Walvoord and Megan Walvoord tract;

**THENCE** South 00°09'08" East, along the said east line of the Clayton Walvoord and Megan Walvoord tract, a distance of 29.76 feet to a point for corner at the southeast corner of the said Clayton Walvoord and Megan Walvoord tract;

**THENCE** South 89°59'47" West, along the south line of the said Clayton Walvoord and Megan Walvoord tract, a distance of 103.60 feet to a point for corner at the southwest corner of the said Clayton Walvoord and Megan Walvoord tract;

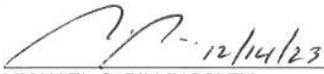
**THENCE** North 00°24'47" East, along the west line of the said Clayton Walvoord and Megan Walvoord tract, a distance of 28.46 feet to a 5/8-inch iron rod with cap stamped "KHA" set for corner;

**THENCE** North 89°16'34" East, departing the said west line of said Clayton Walvoord and Megan Walvoord tract, a distance of 103.32 feet to the **POINT OF BEGINNING** and containing 3,011 square feet or 0.0691 acres of land, more or less.

NOTES:

Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone (4202). A survey plat of even survey date herewith accompanies this metes and bounds description. All corners labeled as "set" will be set either 30 days following construction of the improvements or upon acceptance by the Town of Prosper.

The undersigned, Registered Professional Land Surveyor, hereby certifies that foregoing description accurately sets out the metes and bounds of the dedication tract.

  
MICHAEL C. BILLINGSLEY  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 6558  
801 CHERRY STREET,  
UNIT 11 SUITE 1300  
FORT WORTH, TEXAS 76102  
PH. 817-335-6511  
michael.billingsley@kimley-horn.com



RIGHT-OF-WAY DEDICATION  
COLLIN COUNTY SCHOOL LAND  
SURVEY, ABSTRACT NO. 147  
TOWN OF PROSPER,  
COLLIN COUNTY, TEXAS

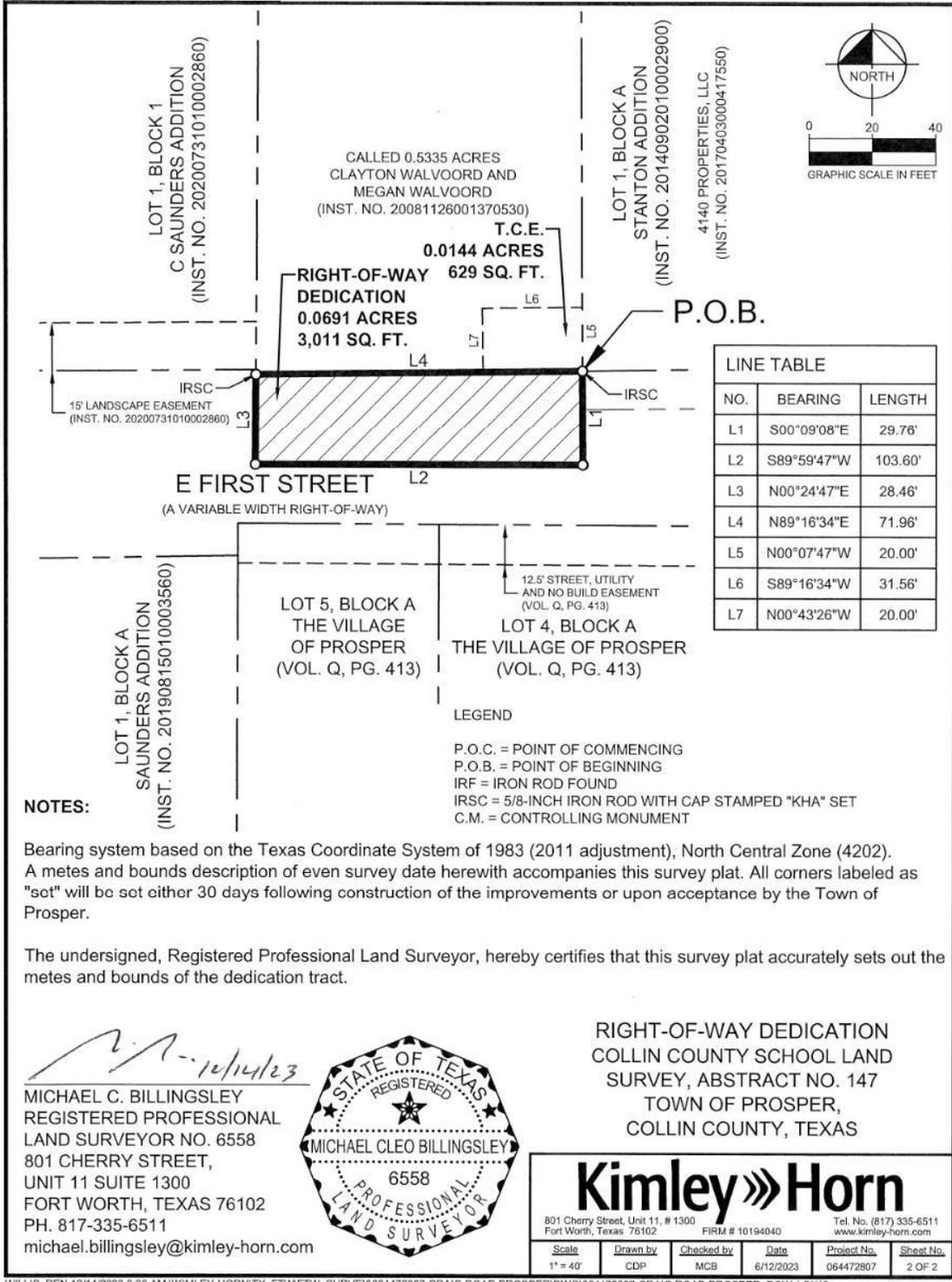
**Kimley»Horn**

801 Cherry Street, Unit 11, # 1300 Fort Worth, Texas 76102 FIRM # 10194040 Tel. No. (817) 335-6511 www.kimley-horn.com

| Scale | Drawn by | Checked by | Date      | Project No. | Sheet No. |
|-------|----------|------------|-----------|-------------|-----------|
| N/A   | CDP      | MCB        | 6/12/2023 | 064472807   | 1 OF 2    |

WILLIS, REN 12/14/2023 8:36 AM \\KIMLEY-HORN\TX\_FT\WFTW\_SURVEY\064472807-CRAIG ROAD PROSPER\DWG\064472807-CRAIG ROAD PROSPER\_ROW 1.DWG

**EXHIBIT 8/PARCEL NO. 8 Cont.**



**EXHIBIT 9/PARCEL NO. 9**

**LEGAL DESCRIPTION  
RIGHT-OF-WAY DEDICATION**

**BEING** a 0.0557 acre (2,424 square foot) tract of land situated in the Collin County School Land Survey No. 12, Abstract No. 147, Town of Prosper, Collin County, Texas; said tract being part of that tract of land described in Warranty Deed to Jim C. Spradley and Carol Spradley recorded in Volume 5561, Page 231 of the Official Public Records, Collin County, Texas; said tract being more particularly described as follows:

**BEGINNING** at a 5/8-inch iron rod with cap stamped "KHA" set for corner in the south line of said Jim C. Spradley and Carol Spradley tract;

**THENCE** North 00°06'29" West, departing the said south line of the Jim C. Spradley and Carol Spradley tract, a distance of 80.82 feet to a 5/8-inch iron rod with cap stamped "KHA" set for corner in the north line of the said Jim C. Spradley and Carol Spradley tract;

**THENCE** North 89°28'31" East, along the north line of the said Jim C. Spradley and Carol Spradley tract, a distance of 30.00 feet to a point for corner in the west right-of-way line of Craig Road (a variable width right-of-way);

**THENCE** South 00°06'05" East, along the said west line of Craig Road, a distance of 80.82 feet to a point for corner;

**THENCE** South 89°28'31" West, continuing along the said west line of Craig Road, a distance of 29.99 feet to the **POINT OF BEGINNING** and containing 2,424 square feet or 0.0557 acres of land, more or less

**NOTES:**

Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone (4202). A survey plat of even survey date herewith accompanies this metes and bounds description. All corners labeled as "set" will be set either 30 days following construction of the improvements or upon acceptance by the Town of Prosper.

The undersigned, Registered Professional Land Surveyor, hereby certifies that foregoing description accurately sets out the metes and bounds of the dedication tract.

  
MICHAEL C. BILLINGSLEY  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 6558  
801 CHERRY STREET,  
UNIT 11 SUITE 1300  
FORT WORTH, TEXAS 76102  
PH. 817-335-6511  
michael.billingsley@kimley-horn.com



RIGHT-OF-WAY DEDICATION  
COLLIN COUNTY  
SCHOOL LAND SURVEY NO. 12,  
ABSTRACT NO. 147  
TOWN OF PROSPER,  
COLLIN COUNTY, TEXAS

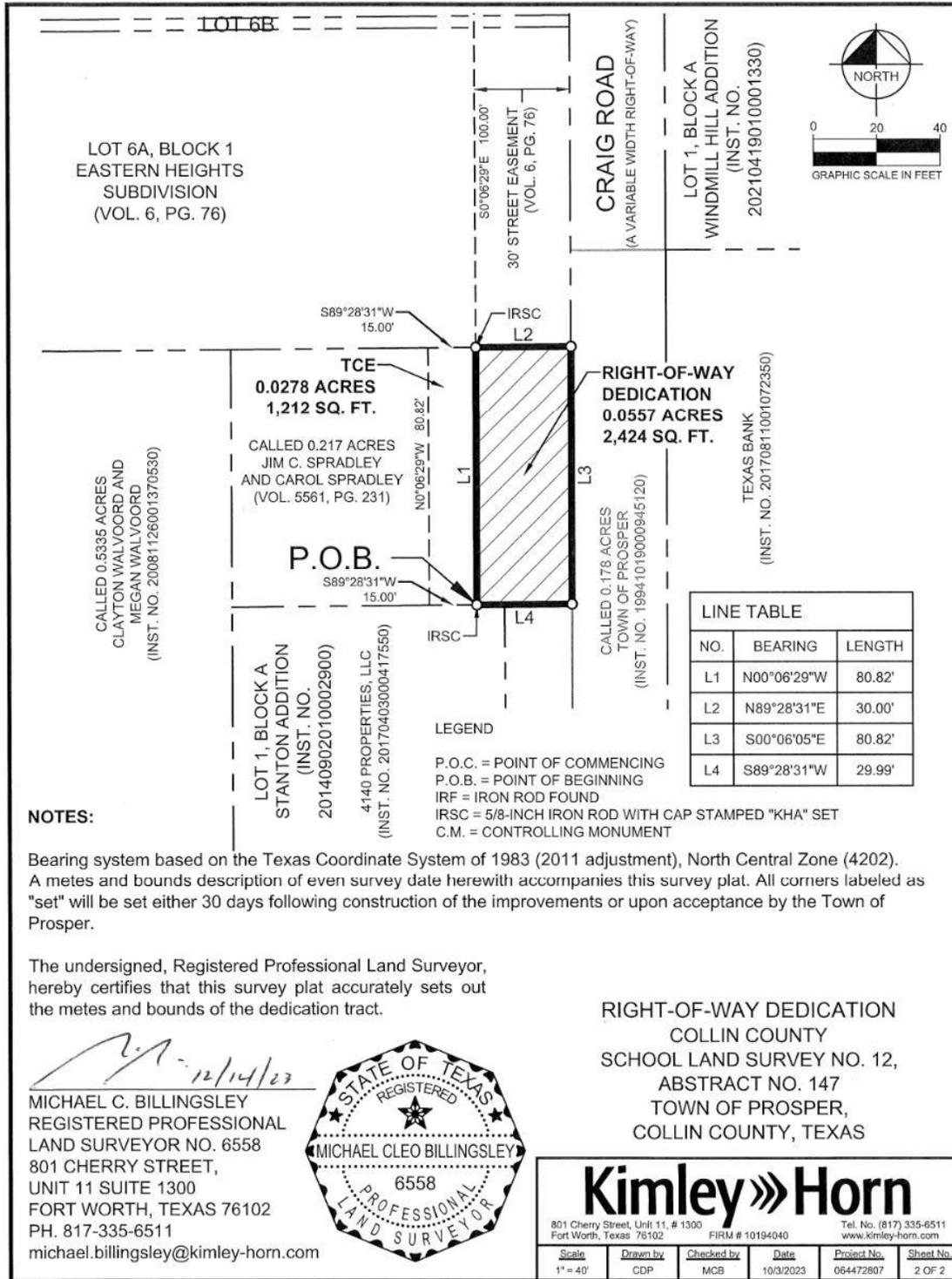
**Kimley»Horn**

801 Cherry Street, Unit 11, # 1300 Fort Worth, Texas 76102 FIRM # 10194040 Tel. No. (617) 335-6511 www.kimley-horn.com

| Scale | Drawn by | Checked by | Date      | Project No. | Sheet No. |
|-------|----------|------------|-----------|-------------|-----------|
| N/A   | CDP      | MCB        | 10/3/2023 | 064472807   | 1 OF 2    |

WILLIS, REN 12/14/2023 8:38 AM \\KIMLEY-HORN\TX\_FT\WFTW\_SURVEY\064472807-CRAIG ROAD PROSPER\DWG\064472807-CRAIG ROAD PROSPER\_ROW 2.DWG

EXHIBIT 9/PARCEL NO. 9 Cont.



WILLIS, REN 12/14/2023 8:38 AM \\KIMLEY-HORN\TX\_FT\WFTW\_SURVEY\064472807-CRAIG ROAD PROSPER\DWG\064472807-CRAIG ROAD PROSPER\_ROW 2.DWG

**EXHIBIT 10/PARCEL NO. 10**

**LEGAL DESCRIPTION  
RIGHT-OF-WAY DEDICATION**

**BEING** a 0.0727 acre (3,167 square foot) tract of land situated in the Collin County School Land Survey No. 12, Abstract No. 147, Town of Prosper, Collin County, Texas; said tract being part of that tract of land described in Deed to Bobby D. Jones and wife, Wanda L. Jones recorded in Volume 796, Page 459 of the Official Public Records, Collin County, Texas; said tract being more particularly described as follows:

**BEGINNING** at a 5/8-inch iron rod with "KHA" cap set for the northeast corner of this Right-of-Way Dedication in the east line of the said Bobby D. Jones and Wanda L. Jones tract;

**THENCE** South 00°22'48" East, along the said east line of the Bobby D. Jones and Wanda L. Jones tract, a distance of 10.48 feet to a point for the southeast corner of the said Bobby D. Jones and Wanda L. Jones tract in the east right-of-way line of Craig Road (a variable width right-of-way) and the north right-of-way line of E 5th Street (a variable width right-of-way);

**THENCE** South 89°12'42" West, along the south line of the said Bobby D. Jones and Wanda L. Jones tract and the said north line of E 5th Street, a distance of 151.14 feet to a point for the southwest corner of the said Bobby D. Jones and Wanda L. Jones tract;

**THENCE** North 00°45'34" West, along the west line of the said Bobby D. Jones and Wanda L. Jones tract and the said north line of E 5th Street, a distance of 22.00 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

**THENCE** North 89°12'42" East, departing the said west line of the Bobby D. Jones and Wanda L. Jones tract and the said north line of E 5th Street, a distance of 108.49 feet to a 5/8-inch iron rod with "KHA" cap set for the beginning of a tangent curve to the right;

**THENCE** in an easterly direction, with said tangent curve to the right, having a radius of 85.00 feet, a central angle of 30°10'17", and a chord bearing and distance of South 75°42'10" East, 44.24 feet and an arc distance of 44.76 feet to the **POINT OF BEGINNING** and containing 3,167 square feet or 0.0727 acres of land, more or less.

**NOTES:**

Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone (4202). A survey plat of even survey date herewith accompanies this metes and bounds description. All corners labeled as "set" will be set either 30 days following construction of the improvements or upon acceptance by the Town of Prosper.

The undersigned, Registered Professional Land Surveyor, hereby certifies that foregoing description accurately sets out the metes and bounds of the easement tract.

  
MICHAEL C. BILLINGSLEY  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 6558  
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UNIT 11 SUITE 1300  
FORT WORTH, TEXAS 76102  
PH. 817-335-6511  
michael.billingsley@kimley-horn.com



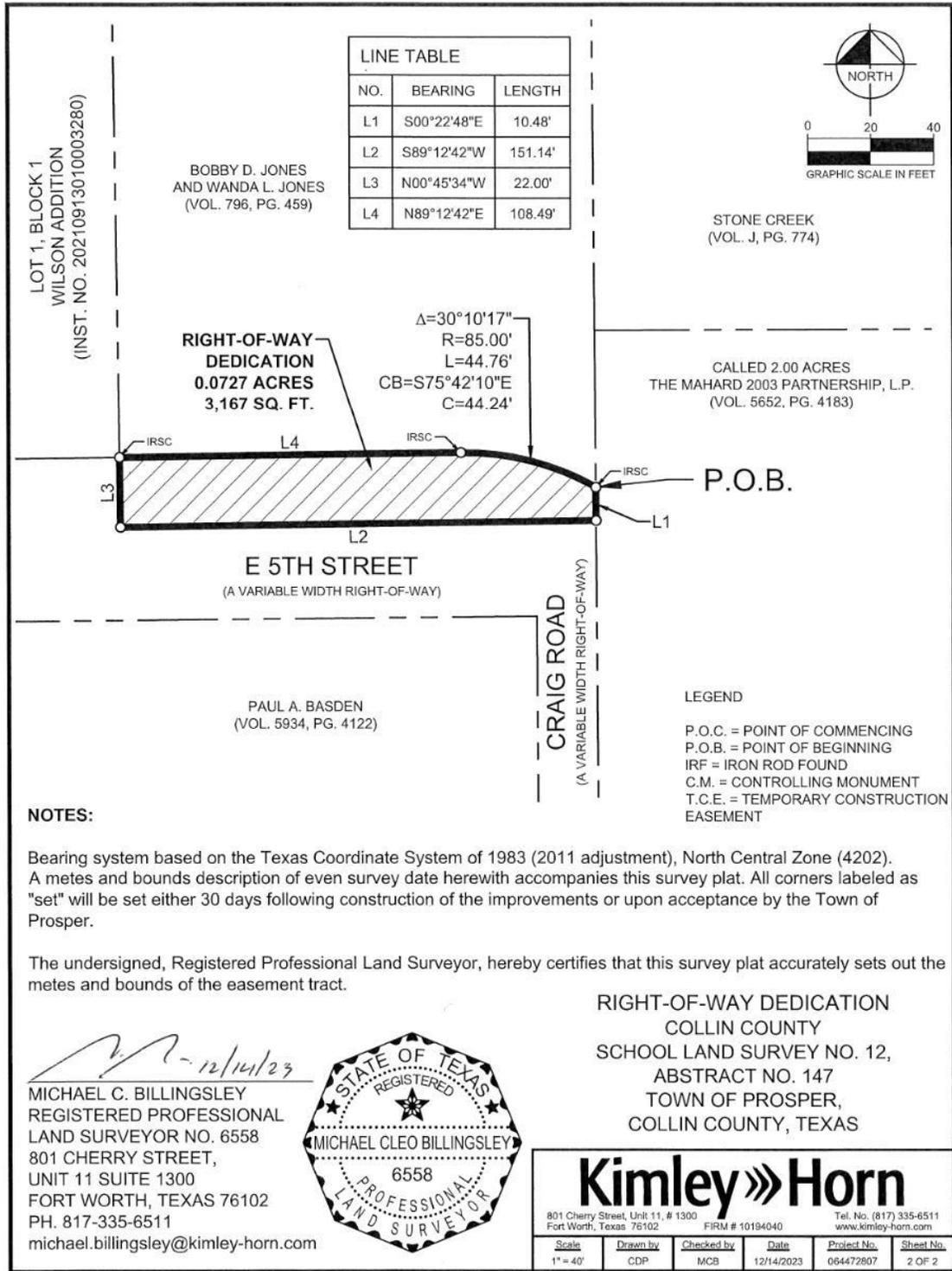
RIGHT-OF-WAY DEDICATION  
COLLIN COUNTY  
SCHOOL LAND SURVEY NO. 12,  
ABSTRACT NO. 147  
TOWN OF PROSPER,  
COLLIN COUNTY, TEXAS

**Kimley»Horn**  
 801 Cherry Street, Unit 11, # 1300 Fort Worth, Texas 76102 FIRM # 10194040 Tel. No. (817) 335-6511 www.kimley-horn.com

| Scale | Drawn by | Checked by | Date       | Project No. | Sheet No. |
|-------|----------|------------|------------|-------------|-----------|
| N/A   | CDP      | MCB        | 12/14/2023 | 064472807   | 1 OF 2    |

WILLIS, REN 12/14/2023 8:42 AM \\KIMLEY-HORN\TX\_FT\WFTW\_SURVEY\064472807-CRAIG ROAD PROSPER\DWG\064472807-CRAIG ROAD PROSPER\_ROW 7.DWG

**EXHIBIT 10/PARCEL NO. 10 Cont.**



WILLIS, REN 12/14/2023 8:42 AM \\KIMLEY-HORN\TX\_FTWFTW\_SURVEY\064472807-CRAIG ROAD PROSPER\DWG\064472807-CRAIG ROAD PROSPER\_ROW 7.DWG

**EXHIBIT 11/PARCEL NO. 11**

**LEGAL DESCRIPTION  
SIDEWALK EASEMENT**

**BEING** a 0.0352 acre (1,533 square foot) tract of land situated in the Collin County School Land Survey No. 12, Abstract No. 147, Town of Prosper, Collin County, Texas; said tract being part of that tract of land described in Special Warranty Deed to Texas Bank recorded in Instrument No. 20170811001072350 of the Official Public Records, Collin County, Texas; said tract being more particularly described as follows:

**BEGINNING** at a 1/2-inch iron rod with cap stamped "RUST 6003" found at the east end of a right-of-way corner clip at the intersection of the north right-of-way line of E First Street (a variable width right-of-way) and the east right-of-way line of Craig Road (a variable width right-of-way);

**THENCE** North 45°13'20" West, along the northeast line of said corner clip, a distance of 21.19 feet to a 1/2-inch iron rod with cap stamped "RUST 6003" found at the north end of the said corner clip; said point also being in the east line of said Craig Road;

**THENCE** North 00°06'29" West, along the said east line of Craig Road, a distance of 197.24 feet to a point for corner; said point being the northwest corner of the said Texas Bank tract;

**THENCE** North 89°43'48" East, departing the said east line of Craig Road and along the north line of the said Texas Bank tract, a distance of 1.11 feet to a point for corner;

**THENCE** South 03°38'59" East, departing the said north line of the Texas Bank tract, a distance of 68.46 feet to a point for corner at the beginning of a tangent curve to the left;

**THENCE** in a southerly direction, with said tangent curve to the right, having a radius of 556.00 feet, a central angle of 03°54'23", and a chord bearing and distance of South 01°41'48" East, 37.90 feet and an arc distance of 37.91 feet to a point for corner;

**THENCE** South 00°15'24" West, a distance of 48.06 feet to a point for the beginning of a tangent curve to the left;

**THENCE** in a southerly direction, with said tangent curve to the left, having a radius of 19.00 feet, a central angle of 27°41'50", and a chord bearing and distance of South 13°35'31" East, 9.10 feet and an arc distance of 9.18 feet to a point for the beginning of a reverse curve to the right;

**THENCE** in a southerly direction, with said reverse curve to the right, having a radius of 29.00 feet, a central angle of 09°10'45", and a chord bearing and distance of South 22°51'03" East, 4.64 feet and an arc distance of 4.65 feet to a point for corner;

**THENCE** South 18°15'41" East, a distance of 29.86 feet to a point for the beginning of a tangent curve to the right;

**THENCE** in a southerly direction, with said tangent curve to the right, having a radius of 39.00 feet, a central angle of 18°31'03", and a chord bearing and distance of South 09°00'09" East, 12.55 feet and an arc distance of 12.60 feet to a point for corner;

SIDEWALK EASEMENT  
COLLIN COUNTY  
SCHOOL LAND SURVEY NO. 12,  
ABSTRACT NO. 147  
TOWN OF PROSPER,  
COLLIN COUNTY, TEXAS

**Kimley»Horn**

801 Cherry Street, Unit 11, # 1300      FIRM # 10194040      Tel. No. (817) 335-6511  
Fort Worth, Texas 76102      www.kimley-horn.com

|       |          |            |            |             |           |
|-------|----------|------------|------------|-------------|-----------|
| Scale | Drawn by | Checked by | Date       | Project No. | Sheet No. |
| N/A   | CDP      | MCB        | 12/14/2023 | 064472807   | 1 OF 4    |

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**EXHIBIT 11/PARCEL NO. 11 Cont.**

**THENCE** North 89°37'23" East, a distance of 9.97 feet to a point for corner;

**THENCE** South 00°22'37" East, a distance of 4.00 feet to a point for corner; said point being in the north line of said E First Street;

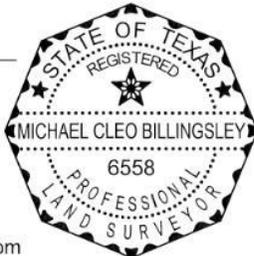
**THENCE** South 89°37'23" West, along the north line of said E First Street, a distance of 16.21 feet to the **POINT OF BEGINNING** and containing 1,533 square feet or 0.0352 acres of land, more or less.

**NOTES:**

Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone (4202). A survey plat of even survey date herewith accompanies this metes and bounds description.

The undersigned, Registered Professional Land Surveyor, hereby certifies that foregoing description accurately sets out the metes and bounds of the easement tract.

  
MICHAEL C. BILLINGSLEY  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 6558  
801 CHERRY STREET,  
UNIT 11 SUITE 1300  
FORT WORTH, TEXAS 76102  
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michael.billingsley@kimley-horn.com



SIDEWALK EASEMENT  
COLLIN COUNTY  
SCHOOL LAND SURVEY NO. 12,  
ABSTRACT NO. 147  
TOWN OF PROSPER,  
COLLIN COUNTY, TEXAS

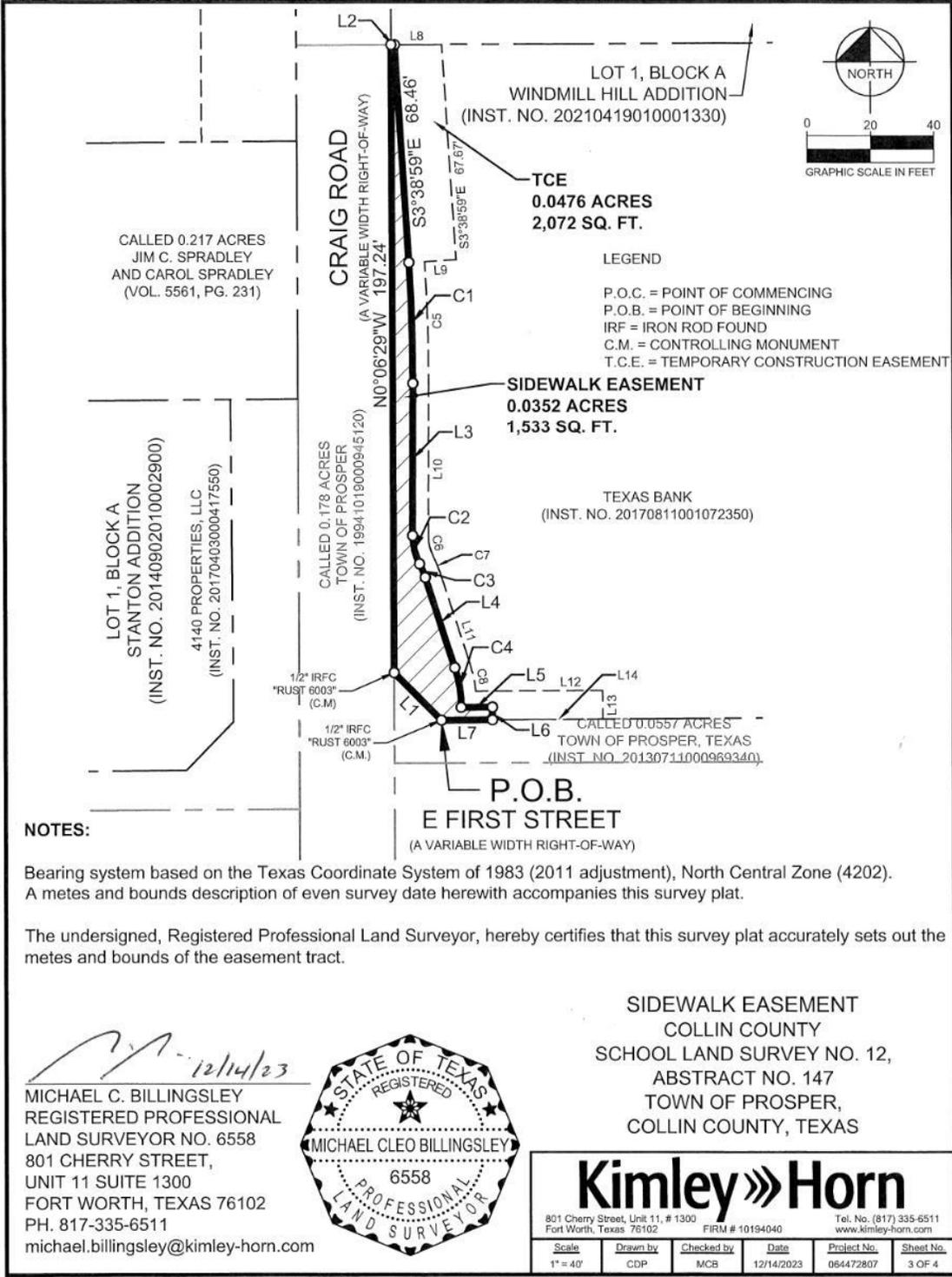
**Kimley»Horn**

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| N/A   | CDP      | MCB        | 12/14/2023 | 064472807   | 2 OF 4    |

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**EXHIBIT 11/PARCEL NO. 11 Cont.**



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**EXHIBIT 11/PARCEL NO. 11 Cont.**

| LINE TABLE |             |        |
|------------|-------------|--------|
| NO.        | BEARING     | LENGTH |
| L1         | N45°13'20"W | 21.19' |
| L2         | N89°43'48"E | 1.11'  |
| L3         | S00°15'24"W | 48.06' |
| L4         | S18°15'41"E | 29.86' |
| L5         | N89°37'23"E | 9.97'  |
| L6         | S00°22'37"E | 4.00'  |
| L7         | S89°37'23"W | 16.21' |
| L8         | N89°43'48"E | 15.03' |
| L9         | S86°21'37"W | 10.00' |
| L10        | S00°15'24"W | 48.06' |
| L11        | S18°15'41"E | 29.86' |
| L12        | N89°37'23"E | 39.99' |
| L13        | S00°22'37"E | 9.00'  |
| L14        | S89°37'23"W | 34.79' |

| CURVE TABLE |           |         |        |               |        |
|-------------|-----------|---------|--------|---------------|--------|
| NO.         | DELTA     | RADIUS  | LENGTH | CHORD BEARING | CHORD  |
| C1          | 3°54'23"  | 556.00' | 37.91' | S01°41'48"E   | 37.90' |
| C2          | 27°41'50" | 19.00'  | 9.18'  | S13°35'31"E   | 9.10'  |
| C3          | 9°10'45"  | 29.00'  | 4.65'  | S22°51'03"E   | 4.64'  |
| C4          | 18°31'03" | 39.00'  | 12.60' | S09°00'09"E   | 12.55' |
| C5          | 3°53'47"  | 561.00' | 38.15' | S01°41'30"E   | 38.14' |
| C6          | 27°41'50" | 14.00'  | 6.77'  | S13°35'31"E   | 6.70'  |
| C7          | 9°10'45"  | 34.00'  | 5.45'  | S22°51'03"E   | 5.44'  |
| C8          | 11°55'26" | 44.00'  | 9.16'  | S12°17'57"E   | 9.14'  |

SIDEWALK EASEMENT  
 COLLIN COUNTY  
 SCHOOL LAND SURVEY NO. 12,  
 ABSTRACT NO. 147  
 TOWN OF PROSPER,  
 COLLIN COUNTY, TEXAS

|  |     |   |            |                 |        |  |           |
|--|-----|---|------------|-----------------|--------|--|-----------|
|  |     | 801 Cherry Street, Unit 11, # 1300<br>Fort Worth, Texas 76102 |            | FIRM # 10194040 |        | Tel. No. (817) 335-6511<br>www.kimley-horn.com |           |
|  |     | Scale   | Drawn by   | Checked by      | Date   | Project No.                                    | Sheet No. |
| N/A  | CDP | MCB   | 12/14/2023 | 064472807       | 4 OF 4 |  |           |

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EXHIBIT 12/PARCEL NO. 12

LEGAL DESCRIPTION  
STREET EASEMENT

BEING a 0.0260 acre (1,133 square foot) tract of land situated in the Collin County School Land Survey No. 12, Abstract No. 147, Town of Prosper, Collin County, Texas; said tract being part of that tract of land described in General Warranty Deed to Griffen 4 Holdings, LLC recorded in Instrument No. 20170803001030760 of the Official Public Records, Collin County, Texas; said tract also being part of Lot 4, Block A, The Village of Prosper, an addition to the Town of Prosper according to the plat recorded in Cabinet Q, Page 413, Plat Records, Collin County Texas; said tract being more particularly described as follows:

COMMENCING at a 1/2-inch iron rod found in the west right-of-way line of Craig Road (a variable width right-of-way); said point also being the southeast corner of said Lot 4;

THENCE North 0°15'24" East, along the said west line of Craig Road, a distance of 62.52 feet to a point;

THENCE North 89°44'36" West, departing the said west line of Craig Road, a distance of 13.08 feet to the POINT OF BEGINNING;

THENCE South 00°04'44" East, a distance of 18.64 feet to a point for corner;

THENCE North 45°24'05" West, a distance of 14.06 feet to a point for corner;

THENCE South 89°16'34" West, a distance of 102.79 feet to a point for corner in the west line of said Lot 4;

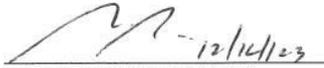
THENCE North 00°15'24" East, along the said west line of Lot 4, a distance of 10.57 feet to a point for corner;

THENCE South 89°44'36" East, departing the said west line of Lot 4, a distance of 112.72 feet to the POINT OF BEGINNING and containing 1,133 square feet or 0.0260 acres of land, more or less.

NOTES:

Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone (4202). A survey plat of even survey date herewith accompanies this metes and bounds description.

The undersigned, Registered Professional Land Surveyor, hereby certifies that foregoing description accurately sets out the metes and bounds of the easement tract.

 12/14/23  
MICHAEL C. BILLINGSLEY  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 6558  
801 CHERRY STREET,  
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PH. 817-335-6511  
michael.billingsley@kimley-horn.com



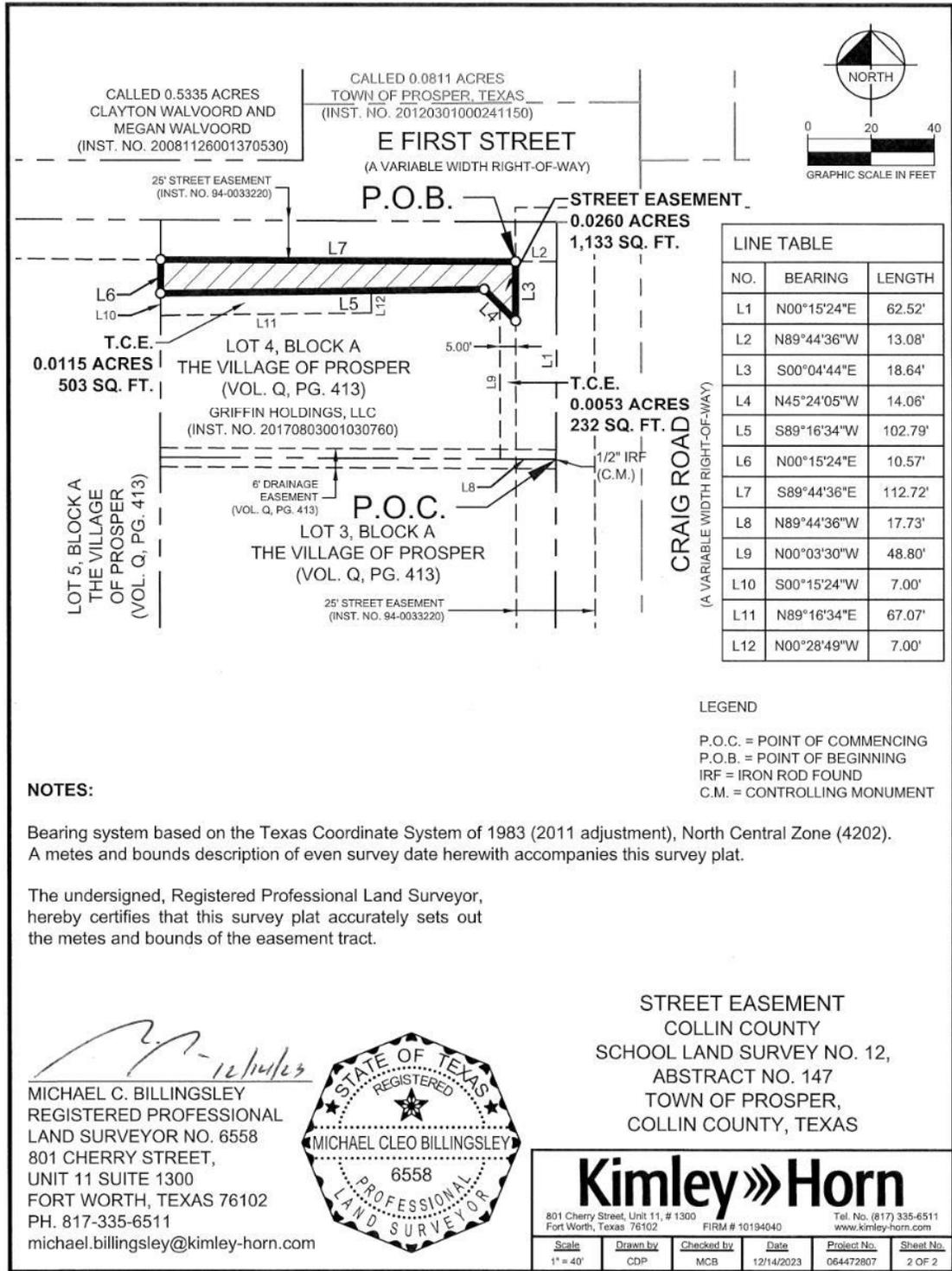
STREET EASEMENT  
COLLIN COUNTY  
SCHOOL LAND SURVEY NO. 12,  
ABSTRACT NO. 147  
TOWN OF PROSPER,  
COLLIN COUNTY, TEXAS

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| N/A   | CDP      | MCB        | 12/14/2023 | 064472807   | 1 OF 2    |

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EXHIBIT 12/PARCEL NO. 12 Cont.



**EXHIBIT 13/PARCEL NO. 13**

**LEGAL DESCRIPTION  
WATER EASEMENT**

**BEING** a 0.0119 acre (520 square foot) tract of land situated in the Collin County School Land Survey No. 12, Abstract No. 147, Town of Prosper, Collin County, Texas; said tract being part of that tract of land described in Special Warranty Deed with Vendor's Lien to 4140 Properties, LLC recorded in Instrument No. 20170403000417550 of the Official Public Records, Collin County, Texas; said tract also being part of Lot 1, Block A, Stanton Addition, an addition to the Town of Prosper according to the plat recorded in Instrument No. 20140902010002900, Official Public Records, Collin County Texas; said tract being more particularly described as follows:

**BEGINNING** at a 1/2-inch iron rod found in the west right-of-way line of Craig Road (a variable width right-of-way); said point also being the northeast corner of said Lot 1;

**THENCE** South 00°24'25" East, along the said west line of Craig Road, a distance of 101.45 feet to a point for corner at the north end of a right-of-way corner clip at the intersection of the said west line of Craig Road and the north line of E First Street (a variable width right-of-way);

**THENCE** South 44°35'03" West, along the northwest line of said corner clip, a distance of 7.07 feet to a point for corner;

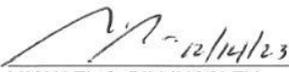
**THENCE** North 00°24'25" West, departing the said northwest line of said corner clip, a distance of 106.44 feet to a point for corner in the north line of said Lot 1;

**THENCE** North 89°28'31" East, along the said north line of Lot 1, a distance of 5.00 feet to the **POINT OF BEGINNING** and containing 520 square feet or 0.0119 acres of land, more or less.

**NOTES:**

Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone (4202). A survey plat of even survey date herewith accompanies this metes and bounds description.

The undersigned, Registered Professional Land Surveyor, hereby certifies that foregoing description accurately sets out the metes and bounds of the easement tract.

  
MICHAEL C. BILLINGSLEY  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 6558  
801 CHERRY STREET,  
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FORT WORTH, TEXAS 76102  
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WATER EASEMENT  
COLLIN COUNTY SCHOOL LAND  
SURVEY, ABSTRACT NO. 147  
TOWN OF PROSPER,  
COLLIN COUNTY, TEXAS

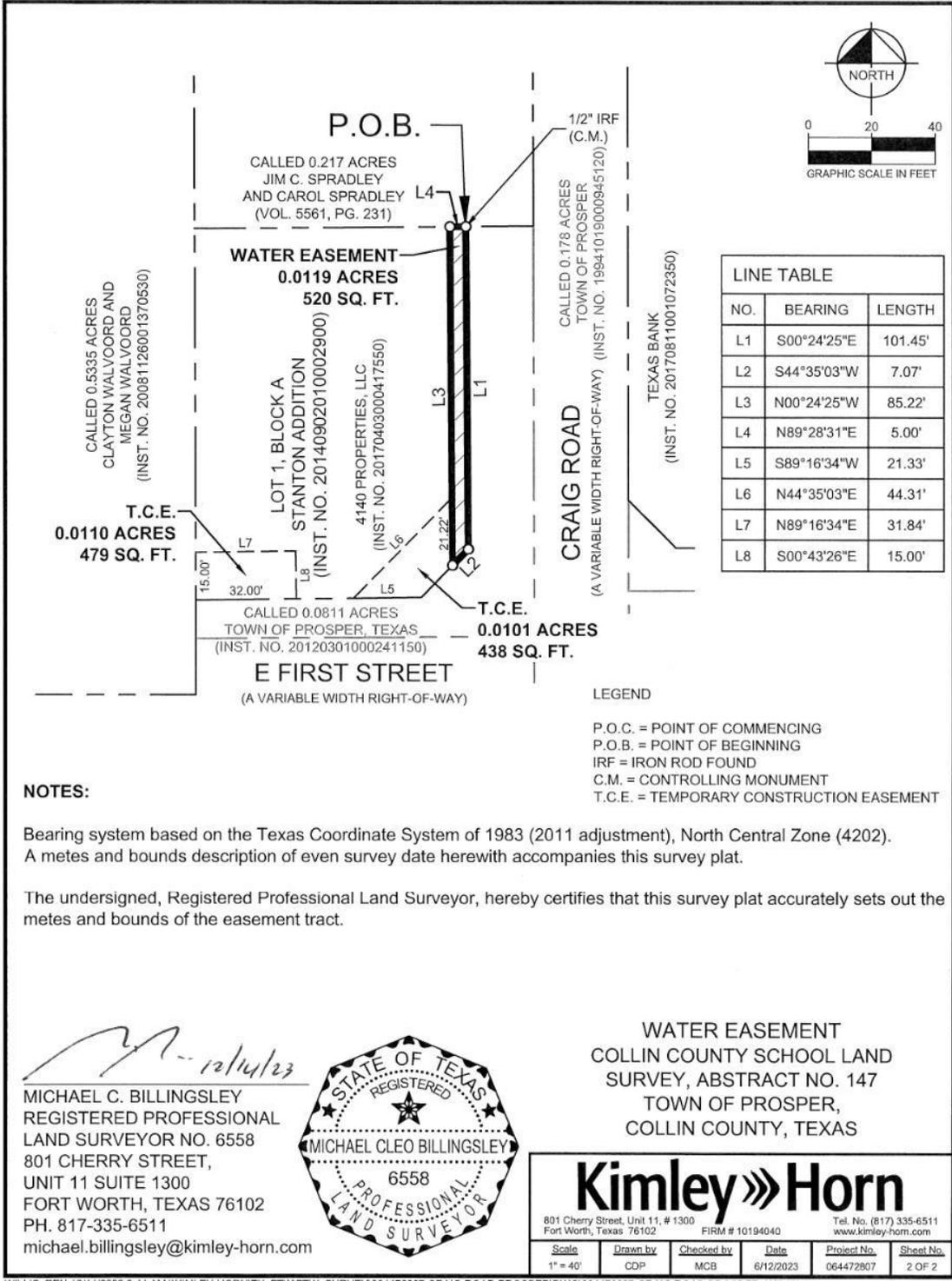
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| N/A   | CDP      | MCB        | 6/12/2023 | 064472807   | 1 OF 2    |

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EXHIBIT 13/PARCEL NO. 13 Cont.



NOTES:

Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone (4202).  
 A metes and bounds description of even survey date herewith accompanies this survey plat.

The undersigned, Registered Professional Land Surveyor, hereby certifies that this survey plat accurately sets out the metes and bounds of the easement tract.

*M. C. Billingsley*  
 12/14/23  
 MICHAEL C. BILLINGSLEY  
 REGISTERED PROFESSIONAL  
 LAND SURVEYOR NO. 6558  
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 UNIT 11 SUITE 1300  
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WATER EASEMENT  
 COLLIN COUNTY SCHOOL LAND  
 SURVEY, ABSTRACT NO. 147  
 TOWN OF PROSPER,  
 COLLIN COUNTY, TEXAS

**Kimley»Horn**

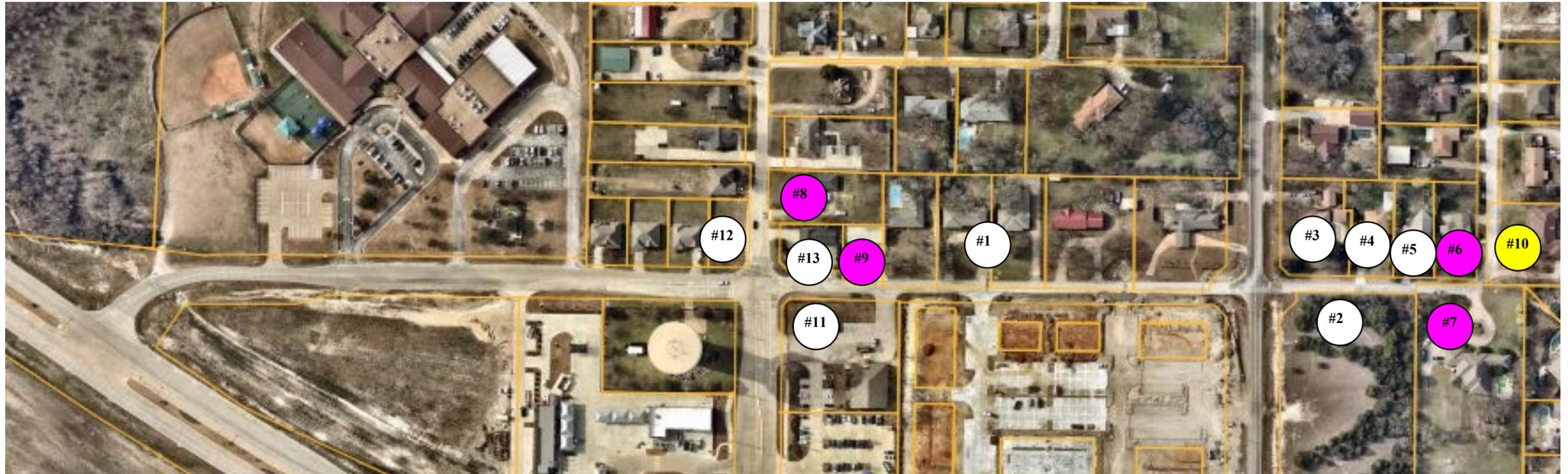
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| Scale<br>1" = 40' | Drawn by<br>CDP | Checked by<br>MCB | Date<br>6/12/2023 | Project No.<br>064472807 | Sheet No.<br>2 OF 2 |
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## Craig Road (Preston-Fifth) Right-of-way and Easement Acquisition Overall Location Map



| PARCEL # | OWNER                            | Right- of way (acres) | Drainage Easement (acres) | Temporary Construction Easement (acres) | Water Easement (acres) | Street Easement (acres) | Sidewalk Easement (acres) |
|----------|----------------------------------|-----------------------|---------------------------|---|------------------------|-------------------------|---------------------------|
| 1        | EASTERN HEIGHTS SUBDIVISION      |                       | 0.0180                    | 0.0268                                  |                        |                         |                           |
| 2        | PROSPER TEXAS CAPITAL , LLC      |                       | 0.0545                    |   |                        |                         |                           |
| 3        | TOWSON ADDITION, LOT 2           |                       | 0.0265                    |   |                        |                         |                           |
| 4        | TOWSON ADDITION, LOT 1           |                       | 0.0188                    |   |                        |                         |                           |
| 5        | CRAIG SERIES                     |                       | 0.0172                    |   |                        |                         |                           |
| 6        | PAUL A. BASDEN                   | 0.0072                | 0.0126                    |   |                        |                         |                           |
| 7        | THE MAHARD 2003 PARTNERSHIP, LP  | 0.1262                | 0.0087                    |   |                        |                         |                           |
| 8        | CLAYTON WALVOOD & MEGAN WALVOORD | 0.069                 |                           | 0.0144                                  |                        |                         |                           |
| 9        | JIM C. SPRADLEY & CAROL SPRADLEY | 0.0557                |                           | 0.0278                                  |                        |                         |                           |
| 10       | BOBBY D. JONES & WANDA L. JONES  | 0.0727                |                           |   |                        |                         |                           |
| 11       | TEXAS BANK                       |                       |                           | 0.0476                                  |                        |                         | 0.0352                    |
| 12       | VILLAGE OF PROSPER               |                       |                           | 0.0168                                  |                        | 0.0260                  |                           |
| 13       | STANTON ADDITION                 |                       |                           | 0.0211                                  | 0.0119                 |                         |                           |

- # Right-of-way
- # Right-of-way & Easement
- # Easement