



**Agenda**  
**Prosper Town Council Meeting**  
Prosper Town Hall, Council Chambers  
250 W. First Street, Prosper, Texas  
Tuesday, March 24, 2026  
**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. America 250. (DB)
2. Recognize members of the Prosper Independent School District Resource Center. (KS)
3. Recognize members of the Prosper Fire and Rescue Department for their Life Saving efforts. (SB)

## **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 of the March 10, 2026, Town Council Work Session meeting. (MLS)
5. Consider and act upon the minutes of the March 10, 2026, Town Council Regular meeting. (MLS)
6. Consider acceptance of the February monthly financial report for fiscal year 2026. (CL)
7. Consider and act upon the appointment of an Associate Municipal Judge for a two-year term and authorize the Town Manager to execute an agreement for same. (JJ)
8. Consider and act upon an ordinance amending Chapter 1, "General Provisions," of the Code of Ordinances by amending Subsections (8) and (10) and adding a new Subsection (11) to Section 1.02.129 relative to the Code of Conduct for Town Councilmembers and amending Section 1.04.003(b) by amending Subsections (7) and (9) and adding a new Subsection (10) relative to the Code of Conduct for Town Board, Commission and Committee Members. (TW)
9. Consider and act upon an ordinance amending Section 6.03.002, "Regulation of weeds, rubbish, brush, and other objectionable, unsightly, or unsanitary matter," of Article 6.03, "Maintenance of Property," of Chapter 6, "Health and Sanitation," of the Town's Code of Ordinances by defining a nuisance and extending nuisance control areas 5,000 feet outside the Town's corporate boundaries, pursuant to state law. (TW)
10. Consider authorizing the Town Manager to execute a lease agreement with New Cingular Wireless PCS, LLC, for the installation of an AT&T wireless service antenna on the Town water tower at 1880 Newpark Way. (CE)
11. Consider and act upon a Park Improvement Fee Agreement between the Town of Prosper and Shaddock-Creekside Prosper, LLC, for the Creekside development. (DB)
12. Consider and act upon an Ordinance for a Specific Use Permit for Private Streets on Jeremiah Horn Survey, Abstract 411, Tract 35 and a portion of Tracts 5 and 48, on 21.4± acres, located 530± feet north of University Drive and 2,575± feet east of Lakewood Drive. (ZONE-25-0002) (DH)
13. Consider and act upon an Ordinance for a Specific Use Permit for an Accessory Building/Guest House on Whispering Farms, Phase 2, Block G, Lot 9, on 5.1± acres, located on the south side of Whispering Way and 530± feet west of Parkview Lane. (ZONE-26-0001) (DH)
14. Consider and act upon an Ordinance to rezone J. Durrett Survey, Abstract 350, Tracts 2 & 2A, and John M. McKim Survey, Abstract 889, Tract 4, on 49.9± acres from Agricultural to a Planned Development for Single-Family Residences, located on the north side of Prosper Trail and 855± feet west of Legacy Drive. (ZONE-25-0006) (DH)
15. Consider and act upon authorizing the Town Manager to execute a Development Agreement between George L. McCasland and the Town of Prosper relative to McCasland Tract. (DEVAGRE-26-0002) (DH)

- [16.](#) 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 and Zoning Commission on Preliminary Site Plans and Site Plans. (DH)

### **CITIZEN COMMENTS**

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

### **REGULAR AGENDA:**

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

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

- [17.](#) Conduct a Public Hearing and consider and act upon a request for a Planned Development for an Indoor Sports Facility and Medical Offices on Middle School No. 9 Addition, Block A, Lot 5, on 18.9± acres, located on the east side of Denton Way and 480± feet north of Fishtrap Road. (ZONE-25-0007) (DH)
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 the purchase, exchange, lease, or value of real property for municipal purposes and all matters incident and related thereto.*

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

*Section 551.076 - To discuss and consider the deployment, or specific occasions for implementation, of security personnel or devices.*

*Section 551.071 - Consultation with the Town Attorney regarding legal issues related to zoning classifications, and all matters incident and related thereto.*

*Section 551.071 - Consultation with the Town Attorney regarding pending or anticipated litigation.*

*Section 551.071 - Consultation with the Town Attorney to discuss legal issues associated with any Work Session or Council Meeting agenda item.*

**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 Wednesday, March 18, 2026, and remained so posted at least three (3) business days before said meeting was convened.

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

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

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

**NOTICE OF ASSISTANCE AT PUBLIC MEETINGS:** The Prosper Town Council meetings are wheelchair accessible. For special services or assistance, please contact the Town Secretary's Office at (972) 569-1073 at least 48 hours prior to the meeting time.



## MINUTES

Item 4.

Prosper Town Council Work Session  
Prosper Town Hall – Council Chambers  
250 W. First Street, Prosper, Texas  
Tuesday, March 10, 2026

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

Mayor Bristol called the meeting to order at 5:05 p.m.

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

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

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

Councilmember Cameron Reeves

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

Mario Canizares, Town Manager  
Terry Welch, Town Attorney  
Michelle Lewis Sirianni, Town Secretary  
Bob Scott, Deputy Town Manager  
Chuck Ewings, Assistant Town Manager  
Robyn Battle, Executive Director  
Hulon Webb, Engineering Director  
Tony Luton, Human Resources Director  
David Hoover, Development Services Director  
Carrie Jones, Public Works Director  
Dan Baker, Parks and Recreation Director  
Chris Landrum, Finance Director  
Stuart Blasingame, Fire Chief  
Abigail Sims, IT Specialist I  
Ken Myers, Interim Police Chief  
Barrett Morris, Lieutenant

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

#### **1. Discussion regarding the review of the Town's Charter. (MLS)**

Ms. Lewis Sirianni presented an overview of the requirements within the Town's Charter regarding conducting a review of the document including the number of citizens the Town Council can appoint to a committee, and a timeline of the review process. Staff indicated at minimum a review must be done with a report being made by the committee with any recommendation(s). The Town Council would then have an opportunity to review the recommendations and if desired, call a Charter Election to be held.

The Town Council discussed appointing a committee and the timeline of the review process.

## 2. Discussion regarding the Town's Park Development Agreement Policy. (CE)

Mr. Ewings presented an overview regarding park land dedication fees, park improvement fees, tree mitigation, the Parks Master Plan, and current projects that will have park development agreements. Staff is seeking direction and policy recommendations.

The Town Council discussed the Parks Master Plan, remaining area parks to be developed, tree mitigation, historic trees, and park improvement fees.

### **EXECUTIVE SESSION:**

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

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

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

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

*Section 551.074 – To discuss and consider personnel matters including the annual evaluation of the Town Manager, and all matters incident and related thereto.*

*Section 551.071 - Consultation with the Town Attorney regarding legal issues related to Chapter 791 of the Texas Local Government Code.*

*Section 551.071 - Consultation with the Town Attorney regarding pending or anticipated litigation.*

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

The Town Council recessed into Executive Session at 5:35 p.m.

### **Reconvene into Work Session.**

The Town Council reconvened into Work Session at 6:01 p.m.

No action was taken.

### **Adjourn.**

The meeting was adjourned at 6:01 p.m.

These minutes were approved on the 24<sup>th</sup> day of March 2026.

**APPROVED:**

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

**ATTEST:**

**Michelle Lewis Sirianni, Town Secretary**

DRAFT



## MINUTES

Item 5.

**Prosper Town Council Meeting**  
Prosper Town Hall, Council Chambers  
250 W. First Street, Prosper, Texas  
Tuesday, March 10, 2026

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

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

### **Council Members Present:**

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

### **Council Members Absent:**

Councilmember Cameron Reeves

### **Staff Members Present:**

Mario Canizares, Town Manager  
Terry Welch, Town Attorney  
Michelle Lewis Sirianni, Town Secretary  
Bob Scott, Deputy Town Manager  
Chuck Ewings, Assistant Town Manager  
Robyn Battle, Executive Director  
Tony Luton, Human Resources Director  
Hulon Webb, Director of Engineering  
Pete Anaya, Assistant Director of Engineering/Capital Projects  
Chris Landrum, Finance Director  
Marcus Northcutt, Accounting Manager  
Dan Baker, Parks and Recreation Director  
Kaylynn Stone, Special Events Manger  
Myrisa Petty, Community Engagement Coordinator  
David Hoover, Development Services Director  
Suzanne Porter, Planning Manager  
Carrie Jones, Public Works Director  
Stuart Blasingame, Fire Chief  
Ken Myers, Interim Polic Chief  
Barrett Morris, Lieutenant  
Abigail Sims, IT Specialist I

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

Kellie Wilson with Prosper United Methodist Church led the invocation. Boy Scout Troop 1902 led the Pledge of Allegiance and the Pledge to the Texas Flag.

### **Announcements of recent and upcoming events.**

Councilmember Hodges made the following announcements:

Registration is now open for the fourth annual P-Town Throwdown Pickleball Tournament being held on Saturday, March 28 at Raymond Community Park. The format is Mixed-Doubles for participants 18 years and older, with Recreational and Competitive Divisions based on player ratings. Learn more about the tournament at [prospertx.gov/ptownthrowdown](http://prospertx.gov/ptownthrowdown).

Registration is open for the spring season of the 2026 Mayor's Fitness Challenge which begins Sunday, March 1 and continues through May 31. Tracking sheets and online registration are available by visiting [prospertx.gov/mayorsfitnesschallenge](http://prospertx.gov/mayorsfitnesschallenge).

Join Mayor Bristol on Wednesday, March 11 from 9 am to 11 am at Fire Station No. 2 for Coffee for Active Adults. Residents may register by visiting the Special Events page through the Parks and Recreation Department.

The Town's annual Spring Cleanup will take place on Saturday, March 28 from 8:00 am to noon at Prosper Town Hall. Residents may dispose of various items. To enter the event, please be prepared to show your utility bill and valid driver's license. For more information, visit [prospertx.gov/springcleanup](http://prospertx.gov/springcleanup).

Mayor Bristol recognized Captain Jim Reeves and invited him to the podium.

Captain Jim Reeves with the US Airforce Auxillary Civil Engagement Committee introduced himself and their reasoning for being in attendance.

### **Presentations.**

#### **1. America 250. (DFB)**

Mayor Bristol read a historical background on the Declaration of Independence. He noted this episode along with the previous episodes can be viewed on the Town's YouTube Channel.

#### **2. Hometown Hero's. (CR)**

Mayor Bristol introduced the program on behalf of Councilmember Reeves noting the idea behind the program and the joint collaboration with the Prosper Rotary Club and Historical Society. Once a month an individual will be recognized with items displayed within the glass case in the lobby of Town Hall. Citizens may nominate individuals who they feel should be recognized as a Hometown Hero.

Mayor Bristol recognized Irwin "Cap" Perry as the first Hometown Hero. He read a brief background regarding Mr. Perry and was presented with a certificate from the Town, and a commemorative coin and flag from the Prosper Rotary.

Mayor Pro-Tem Bartley surprised Mayor Bristol by recognizing him as another Hometown Hero. She read a background highlighting Mayor Bristol's service to the US Airforce. He was presented with a certificate along with a commemorative coin and flag from the Prosper Rotary.

**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.

3. **Consider and act upon the minutes of the February 24, 2026, Town Council Work Session meeting. (MLS)**
4. **Consider and act upon the minutes of the February 24, 2026, Town Council Regular meeting. (MLS)**
5. **Consider and act upon Resolution 2026-10 accepting the Independent Audit Report, Annual Comprehensive Financial Report for the Fiscal Year Ended September 30, 2025, and Single Audit Report Related to Grant Activities Under Uniform Guidance, as audited by Weaver and Tidwell LLP, Certified Public Accountants. (CL)**
6. **Consider and act upon authorizing the Mayor to execute an Agreement with Cook Children's Hospital for the Town to enroll in a 340B Program to provide Health Care services to low-income individuals. (TW)**
7. **Consider and act upon Ordinance 2026-11 amending Chapter 1, "General Provisions," of the Code of Ordinances by adding a new Section 1.02.129 relative to a Code of Conduct for Town Councilmembers and amending Section 1.04.003(b) relative to the Code of Conduct for Town Board, Commission and Committee Members. (TW)**
8. **Consider and act upon Ordinance 2026-12 amending Section 8.02.002, "Prohibited," of Chapter 8, "Offenses and Nuisances," by extending nuisance control areas 5,000 feet into the Town's Extraterritorial Jurisdiction, pursuant to state law; and repealing existing Article 8.06, "Noise Control," of Chapter 8, "Offenses and Nuisances," and replacing it with a new Article 8.06, "Noise Control." (TW)**
9. **Consider and act upon authorizing the Town Manager to execute a Service Agreement between the Town of Prosper and Cedarbrook Media for the annual Pride in the Sky event. (KS)**
10. **Consider and act upon approving Resolution 2026-13 and Resolution 2026-14 authorizing matching funds for projects submitted under the State and Local Cybersecurity Grant Program. (LJ)**
11. **Consider and act upon approving the purchase of 2,184 Schaeffer 95-gallon solid waste and recycling carts from Republic Services in the amount of \$120,120. (RB)**
12. **Consider and act upon approving the purchase of (2) two 2026 Ford Interceptor Utility AWD patrol vehicles for \$105,546.00 from Silsbee Ford, and all aftermarket emergency equipment and install for the two Ford Interceptor's from DANA Safety Supply, Inc. for \$60,089.50, total request of \$165,635.50 utilizing the Interlocal Purchasing System (TIPS) Contract #240901. (KM)**

13. **Consider and act upon authorizing the Town Manager to execute a five-year lease agreement and all related documents with Dell Financial Services L.L.C. in a total amount not to exceed \$393,880. (LJ)**
14. **Consider and act upon authorizing the Town Manager to execute a Professional Services Agreement between Freese & Nichols, Inc., and the Town of Prosper, Texas, related to an update of the Risk and Resilience Assessment and the Emergency Response Plan for \$57,000. (CJ)**
15. **Consider and act upon rejecting all proposals received in response to CSP No. 2026-05-B for the Custer Road 6MG Ground Storage Tank. (LH)**
16. **Consider and act upon authorizing the Town Manager to execute an Interlocal Agreement between the City of Frisco, Texas, and the Town of Prosper, Texas, related to the placement of a TRAINFO sensor and related equipment in Prosper. (HW)**
17. **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 and Zoning Commission on Preliminary Site Plans and Site Plans. (DH)**

Councilmember Ray requested to pull item 5.

Councilmember Andres requested to pull item 14.

Mayor Pro-Tem Bartley made a motion to approve consent agenda items 3 through 4, 6 through 13, and 15 through 17. Councilmember Kern seconded the item. Motion carried with a 6-0 vote.

Regarding item 5, Councilmember Ray noted his appreciation to staff for their efforts and hardwork. Councilmember Kern echoed his comments and added that there were no major findings and acknowledged the Town for having sound financial policies in place.

Councilmember Ray made a motion to approve item 5. Councilmember Kern seconded the motion. Motion carried with a 6-0 vote.

Councilmember Andres noted he pulled the incorrect item for discussion.

Councilmember Andres made a motion to approve item 14. Mayor Pro-Tem Bartley seconded the motion. Motion carried with a 6-0 vote.

Councilmember Andres made a motion to pull item 15. Councilmember Hodges seconded the motion. Motion carried with a 6-0 vote.

Regarding item 15, Councilmember Andres asked how much leeway capacity there is in the storage tank. Mr. Webb provided a brief overview of the item and noted there is no concern on the capacity for the ground storage tank.

Councilmember Andres made a motion to approve item 15. Councilmember Hodges seconded the motion. Motion carried with a 6-0 vote.

## **CITIZEN COMMENTS**

Dasha Sririvasan, First Lieutenant for the US Airforce Auxiliary, commented on the cadet program, including their aerospace education program, emergency services program, and ways the program has helped her on a personal level.

Paul Sumethasorn, a cadet in the Civic Airpatrol, commented on the program and the ways the medical orientation school has assisted in his career path, and ways the civic engagement committee provides help, outreach and education.

Doug Charles, was unable to be in attendance.

Mike Bennett, 1205 Chandler Circle, expressed concerns of violation(s) of first amendment rights regarding citizen comments.

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

- 18. Conduct a Public Hearing and consider and act upon a request for a Specific Use Permit for an Accessory Building/Guest House on Whispering Farms, Phase 2, Block G, Lot 9, on 5.1± acres, located on the south side of Whispering Way and 530± feet west of Parkview Lane. (ZONE-26-0001) (DH)**

Mr. Hoover introduced the item noting the purpose of the request is to obtain a SUP for an accessory building/guest house that exceeds 4,000 square feet. An overview of the SUP criteria was given, along with the layout and elevations of the proposed request. A letter of support was received from the HOA approving the request. The Planning and Zoning Commission recommended approval with a 5-0 vote. Staff is recommending approval.

Mayor Bristol opened the public hearing.

No comments were made.

Mayor Bristol closed the public hearing.

Mayor Pro-Tem Bartley made a motion to approve a a request for a Specific Use Permit for an Accessory Building/Guest House on Whispering Farms, Phase 2, Block G, Lot 9, on 5.1± acres, located on the south side of Whispering Way and 530± feet west of Parkview Lane. Councilmember Hodges seconded the motion. Motion carried with a 6-0 vote.

- 19. Consider and act upon adopting the revised Strategic Visioning Priorities of the Prosper Town Council. (MC)**

Mr. Canizares presented the item commenting on the revisions made. He stated the top five priorities essentially are the same with updates to the wording along with the sub bullet points under each being updated to reflect current goals.

Mayor Bristol stated these have been the guiding principles for the Town Council and are not listed in any order of priority. He noted their importance and value with every item considered by the Town Council.

Councilmember Ray made a motion adopt the revised Strategic Visioning Priorities of the Prosper Town Council as presented. Councilmember Hodges seconded the motion. Motion carried with a 6-0 vote.

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

Chief Blasingame gave an update regarding the departments current schedule. He included an update since the schedule has been implemented, the survey results from the firefighters, safety and incident reporting measures, and benchmarking to comparative municipalities. He recommended no changes and to remain with the 48/96 schedule.

Mayor Bristol asked if staff recommended providing updates or to adopt the policy. Chief Blasingame replied he would prefer to adopt the policy.

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

Community Engagement Committee: Ms. Battle presented recommendations from the CEC for America 250 including the Hometown Heros program, the 40 days of celebration from Memorial Day to July 4 including events, coordination with the Downtown business owners, promotional items, and giveaways the town will use to promote each event.

Finance Subcommittee: Councilmember Ray noted the committee reviewed and discussed the ACFR and Single Audit report.

Capital Improvement Projects Subcommittee: Mayor Pro-Tem Bartley noted they discussed additions to Raymond Community and Frontier Park in conjunction with sports leagues. Councilmember Hodges added they also discussed enhancements to Doe Branch and that the Smartsheet website page has been updated.

Downtown Advisory Committee: Ms. Battle noted the committee discussed parking strategies, pursuing an update to the Downtown Master Plan, and updates regarding the monumentation project and various events.

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

Mayor Bristol noted to watch social media for details regarding the Ironman coming through Town. Mr. Canizares added the west side of town will be most impacted and staff has been receiving regular updates from the Town of Little Elm.

**EXECUTIVE SESSION:**

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

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

*Section 551.074 – To discuss and consider personnel matters including the annual evaluation of the Town Manager, and all matters incident and related thereto.*

*Section 551.071 - Consultation with the Town Attorney regarding legal issues related to Chapter 791 of the Texas Local Government Code.*

*Section 551.071 - Consultation with the Town Attorney regarding pending or anticipated litigation.*

*Section 551.071 - Consultation with the Town Attorney to discuss legal issues associated with any Work Session or Council Meeting agenda item.*

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

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

The Town Council reconvened into Regular Session at 9:23 p.m.

No action was taken.

**Adjourn.**

The meeting was adjourned at 9:24 p.m.

These minutes were approved on the 24<sup>th</sup> day of March 2026.

**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: Consider acceptance of the February Monthly Financial Report for Fiscal Year 2026 (CL)**

**Town Council Meeting – March 24, 2026**

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

**Agenda Item:**

Consider acceptance of the February monthly financial report for fiscal year 2026. (CL)

**Description of Agenda Item:**

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

**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 – February 28, 2026

**Town Staff Recommendation:**

Town staff recommends Town Council vote to accept submission of the monthly financial report for the period of February for fiscal year 2026 in compliance with Town Charter requirements.

**Proposed Motion:**

I move to accept the February Monthly Financial Report for Fiscal Year 2026 in compliance with charter requirements.



# MONTHLY FINANCIAL REPORT

## as of February 28, 2026

### Cash/Budgetary Basis

Prepared by  
Finance Department

March 24, 2026

TOWN OF PROSPER, TEXAS

# MONTHLY FINANCIAL REPORT

## February 2026

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TOWN OF PROSPER, TEXAS

# Management Discussion & Highlights

## February 2026

### Overview

Monthly financial reports are presented on a cash basis to allow for timely reporting.

Expenditures in the operating funds exceeding the 41.7% year-to-date benchmark are primarily attributable to encumbrance accounting and the issuance of purchase orders at the beginning of the fiscal year.

### Highlights

#### General Fund

- The ending fund balance exceeds the 21% target, largely due to most of the property tax collections occurring in January. YTD actual expenditures are within expected percentages except where noted.

#### Water-Sewer Fund

- Water consumption is down compared to the prior year, which may impact current year revenue trends. 40% of revenue is collected in the last four months of the fiscal year.

#### Drainage Fund

- Collections through January are below expected percentages because the new fee structure was not effective until the November billing. Revenue collections for the current year are outpacing the prior year collections.

#### Health Fund

- YTD revenue amounts are under expected percentages. This is largely due to vacancies, the new plan year starting in January 2026, and the newly budgeted positions not coming online until February 2026. Claims expenses continue to track on pace with the prior year claims. This is being closely monitored for any needed adjustments to keep the Health Fund whole.

**TOWN OF PROSPER, TEXAS**  
**MONTHLY FINANCIAL REPORT**  
**February 28, 2026**  
**Expected Year to Date Percent 41.7%**

**GENERAL FUND**

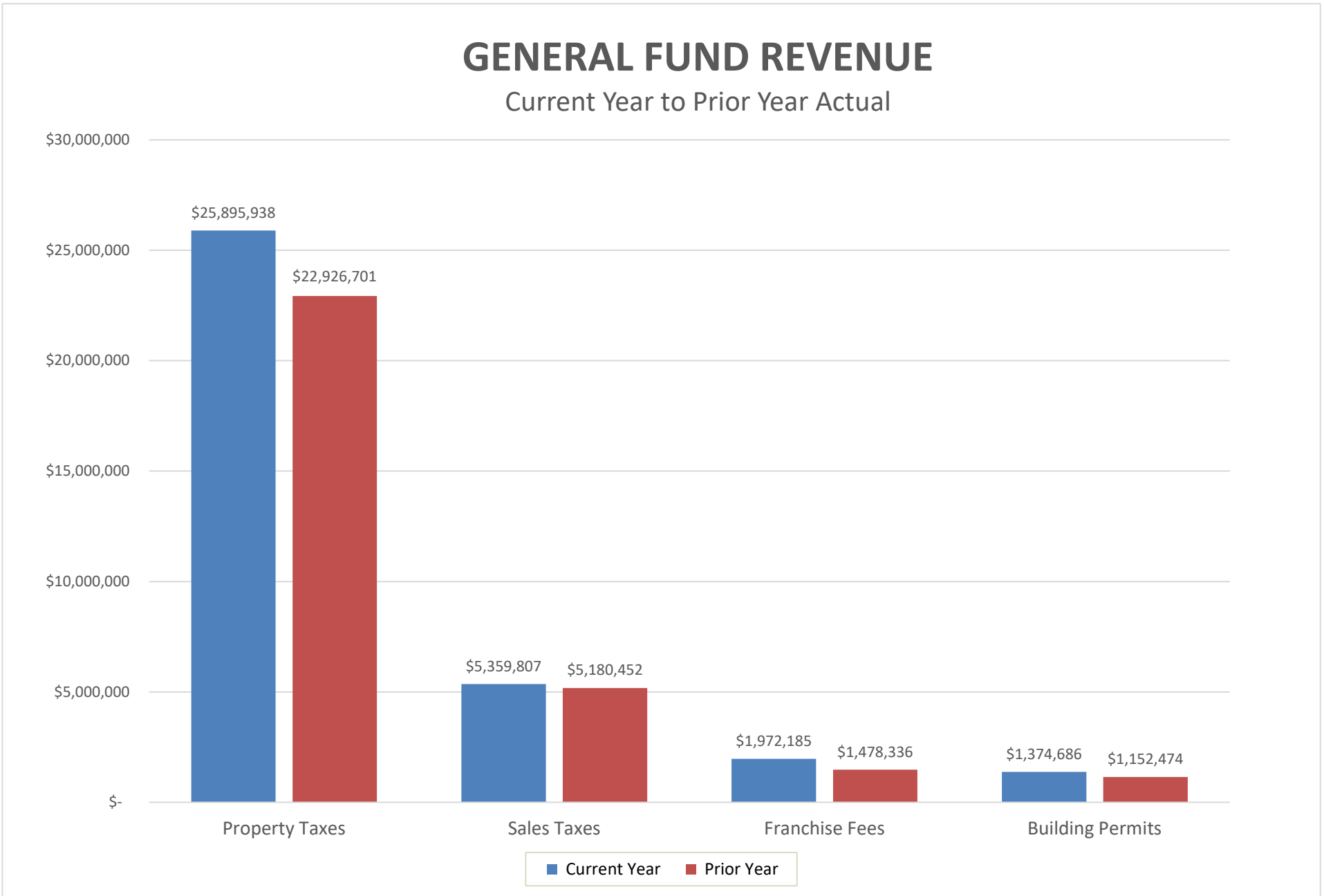
	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actuals	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actuals	Change from Prior Year
<b>REVENUES</b>										
Property Taxes	\$ 26,277,088	\$ -	\$ 26,277,088	\$ 25,895,938	\$ -	\$ 381,150	99%	1	\$ 22,926,701	13%
Sales Taxes	13,199,055	-	13,199,055	5,359,807	-	7,839,248	41%	5	5,180,452	3%
Franchise Fees	4,685,174	-	4,685,174	1,972,185	-	2,712,989	42%	2	1,478,336	33%
Building Permits	5,193,641	-	5,193,641	1,374,686	-	3,818,955	26%		1,152,474	19%
Other Licenses, Fees & Permits	2,640,606	-	2,640,606	625,610	-	2,014,996	24%		763,455	-18%
Charges for Services	1,577,152	-	1,577,152	815,782	-	761,370	52%		669,986	22%
Fines & Warrants	581,144	-	581,144	207,137	-	374,007	36%		219,410	-6%
Intergovernmental Revenue (Grants)	1,796,663	-	1,796,663	173,738	-	1,622,925	10%		15,350	1032%
Interest Income	750,000	-	750,000	207,326	-	542,674	28%		268,862	-23%
Miscellaneous	332,071	-	332,071	270,145	-	61,926	81%		69,374	289%
Park Fees	818,041	-	818,041	183,168	-	634,873	22%		195,878	-6%
Transfers In	10,389,929	-	10,389,929	5,227,712	-	5,162,217	50%	4	616,123	748%
<b>Total Revenues</b>	<b>\$ 68,240,564</b>	<b>\$ -</b>	<b>\$ 68,240,564</b>	<b>\$ 42,313,233</b>	<b>\$ -</b>	<b>\$ 25,927,331</b>	<b>62%</b>		<b>\$ 33,556,401</b>	<b>26%</b>
<b>EXPENDITURES</b>										
Administration	\$ 12,177,072	\$ -	\$ 12,177,072	\$ 4,388,245	\$ 744,988	\$ 7,043,840	42%	6	\$ 4,530,817	-3%
Police	17,724,406	-	17,724,406	5,868,713	467,396	11,388,297	36%	3	4,974,216	18%
Fire/EMS	15,945,810	-	15,945,810	6,035,707	298,863	9,611,240	40%	3	4,551,277	33%
Public Works	5,512,375	-	5,512,375	1,657,858	844,767	3,009,750	45%	6, 7	1,445,408	15%
Community Services	9,346,688	-	9,346,688	2,964,899	1,050,720	5,331,069	43%	6	2,895,511	2%
Development Services	4,083,700	-	4,083,700	1,343,440	49,270	2,690,990	34%		1,514,584	-11%
Engineering	2,708,971	-	2,708,971	963,117	5,888	1,739,966	36%		910,493	6%
Transfers Out	710,000	-	710,000	-	-	710,000	0%		-	0%
<b>Total Expenses</b>	<b>\$ 68,209,022</b>	<b>\$ -</b>	<b>\$ 68,209,022</b>	<b>\$ 23,221,979</b>	<b>\$ 3,461,892</b>	<b>\$ 41,525,151</b>	<b>39%</b>		<b>\$ 20,822,306</b>	<b>12%</b>
<b>REVENUE OVER (UNDER) EXPENDITURES</b>	<b>\$ 31,542</b>	<b>\$ -</b>	<b>\$ 31,542</b>	<b>\$ 19,091,254</b>					<b>\$ 12,734,095</b>	
Beginning Fund Balance October 1			10,828,123	10,828,123					13,226,939	
Ending Fund Balance*			<u>\$ 10,859,665</u>	<u>\$ 29,919,377</u>					<u>\$ 25,961,034</u>	

**Notes**

- 1 Property taxes are billed in October and a majority of collections occur December through February. TIRZ Transfers anticipated in March, percentage may decrease.
  - 2 Franchise fees and other various license and fees are paid quarterly or annually.
  - 3 Higher amounts vs prior years due to Special Purpose District salaries being moved to General Fund. Offset by Transfers In.
  - 4 Increase in Transfers In vs prior year related to transfers from Capital Project and Special Purpose District funds for salaries.
  - 5 Quarterly filer paid early in FY25 resulting in a higher than normal October collection amount.
  - 6 Contracts encumbered at the beginning of the year cause YTD percent to be higher than expected in early months.
  - 7 Higher amount vs prior year due to adding market adjustments and two additional staff.
- \* Fund Balance Contingency per Charter and Reserve for FY26 = \$11,821,706 (21%). This is \$341,747 below the 21% target due to encumbrance accounting, which overstates the expenditures until the purchase item is received.

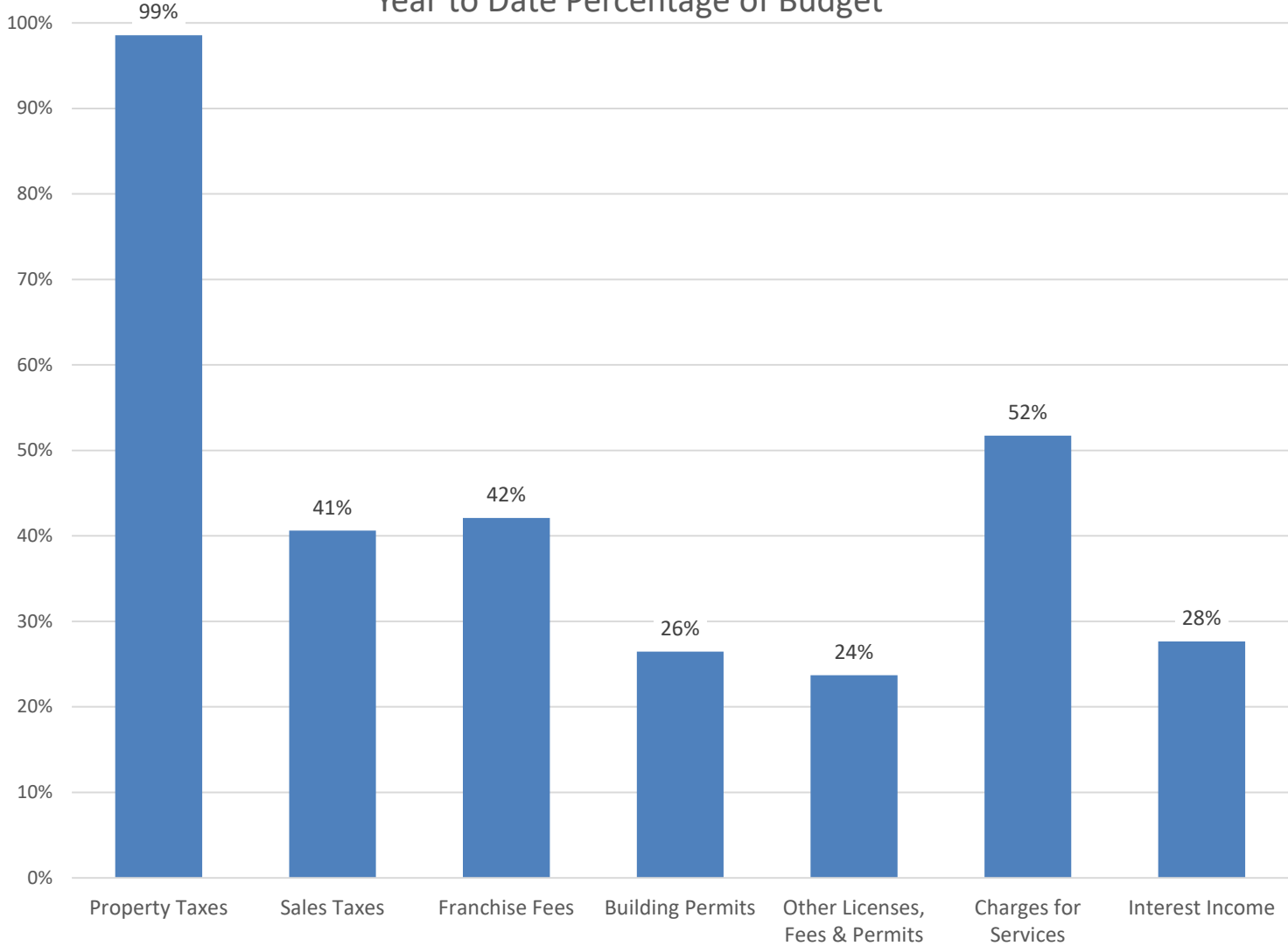
# GENERAL FUND REVENUE

Current Year to Prior Year Actual

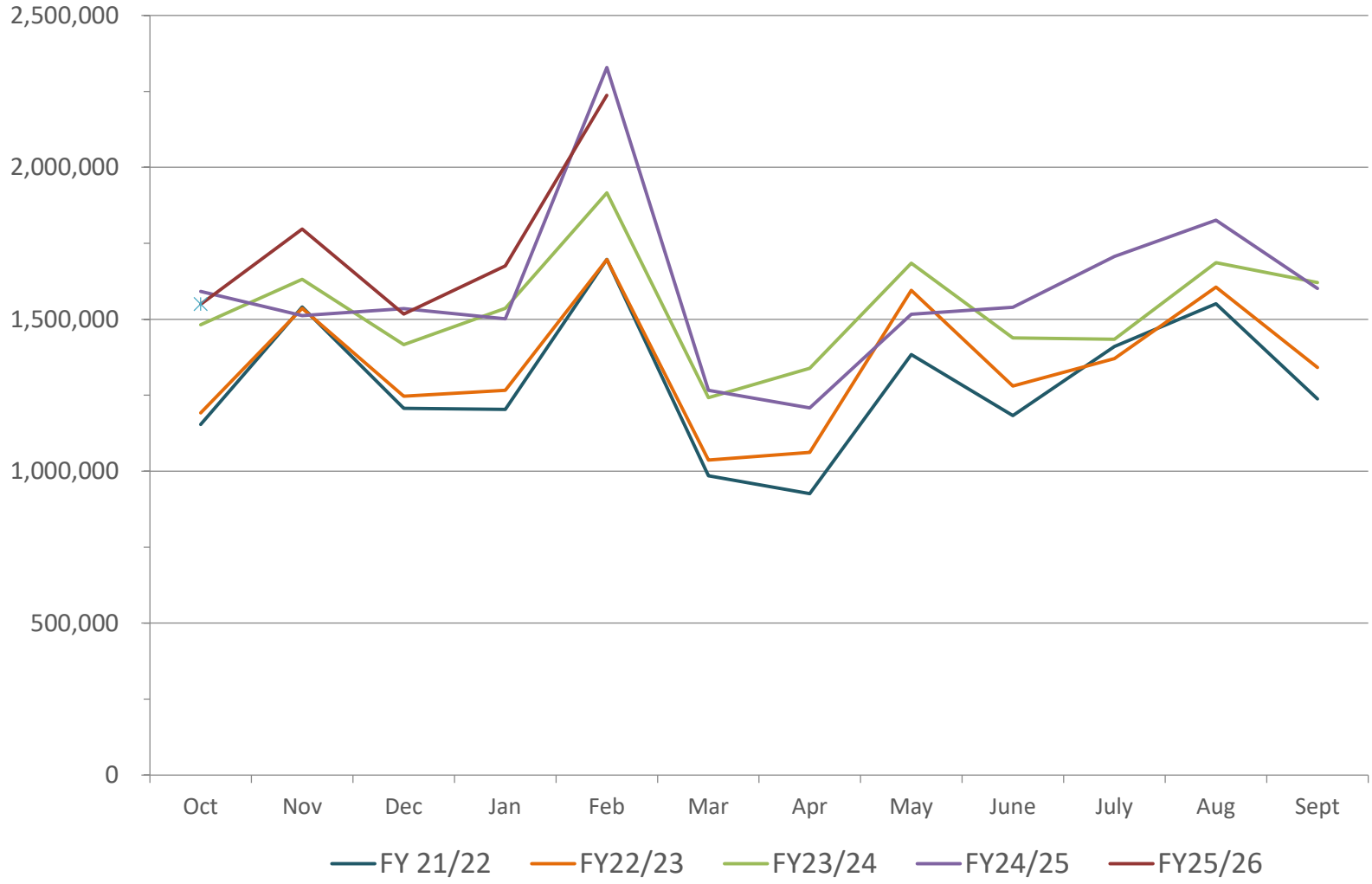


# GENERAL FUND REVENUE

Year to Date Percentage of Budget



### Sales Tax Revenue by Month



**TOWN OF PROSPER, TEXAS**  
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**Expected Year to Date Percent 41.7%**

**DEBT SERVICE FUND**

	Original Budget	Budget Adjustment	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	\$ (33,222)	\$ -	\$ 108,222	-44%	4	\$ 26,809	-224%
Property Taxes-Current	20,684,204	-	20,684,204	20,682,397	-	1,807	100%	1	18,016,626	15%
Taxes-Penalties	40,000	-	40,000	13,699	-	26,301	34%		15,578	-12%
Interest Income	145,000	-	145,000	83,232	-	61,768	57%		110,132	-24%
Transfer In	-	-	-	-	-	-	0%		-	0%
<b>Total Revenues</b>	<b>\$ 20,944,204</b>	<b>\$ -</b>	<b>\$ 20,944,204</b>	<b>\$ 20,746,105</b>	<b>\$ -</b>	<b>\$ 198,099</b>	<b>99%</b>		<b>\$ 18,169,145</b>	<b>14%</b>
<b>EXPENDITURES</b>										
Professional Services	\$ -	\$ -	\$ -	\$ 2,500	\$ -	\$ (2,500)	0%		\$ -	0%
Bond Administrative Fees	20,000	-	20,000	500	-	19,500	3%		465	8%
2014 GO Bond Payment	-	-	-	550,000	-	(550,000)	0%	3	-	0%
2015 GO Bond Payment	1,444,300	-	1,444,300	1,444,300	-	-	100%		1,436,700	1%
2015 CO Bond Payment	-	-	-	-	-	-	0%		495,000	-100%
2016 GO Debt Payment	250,000	-	250,000	250,000	-	-	100%		-	0%
2016 CO Debt Payment	470,000	-	470,000	470,000	-	-	100%		105,000	348%
2017 CO Debt Payment	490,000	-	490,000	490,000	-	-	100%		480,000	2%
2018 GO Debt Payment	170,000	-	170,000	170,000	-	-	100%		160,000	6%
2018 CO Debt Payment	560,000	-	560,000	560,000	-	-	100%		520,000	8%
2019 CO Debt Payment	564,212	-	564,212	564,212	-	-	100%	2	549,266	3%
2019 GO Debt Payment	175,000	-	175,000	175,000	-	-	100%		170,000	3%
2020 CO Debt Payment	445,000	-	445,000	445,000	-	-	100%		430,000	3%
2021 CO Debt Payment	270,000	-	270,000	270,000	-	-	100%		265,000	2%
2021 GO Debt Payment	1,205,000	-	1,205,000	1,205,000	-	-	100%		1,355,000	-11%
2022 GO Debt Payment	1,070,000	-	1,070,000	1,070,000	-	-	100%		1,020,000	5%
2023 GO Debt Payment	1,340,000	-	1,340,000	1,340,000	-	-	100%		-	0%
2024 GO Debt Payment	1,035,000	-	1,035,000	1,035,000	-	-	100%		2,100,000	-51%
2025 GO Debt Payment	3,150,000	-	3,150,000	3,150,000	-	-	100%		-	0%
Bond Interest Expense	8,506,816	-	8,506,816	4,346,633	-	4,160,183	51%		4,078,331	7%
<b>Total Expenditures</b>	<b>\$ 21,165,328</b>	<b>\$ -</b>	<b>\$ 21,165,328</b>	<b>\$ 17,538,144</b>	<b>\$ -</b>	<b>\$ 3,627,183</b>	<b>83%</b>		<b>\$ 13,164,761</b>	<b>33%</b>
<b>REVENUE OVER (UNDER) EXPENDITURES</b>	<b>\$ (221,124)</b>	<b>\$ -</b>	<b>\$ (221,124)</b>	<b>\$ 3,207,961</b>					<b>\$ 5,004,384</b>	
Beginning Fund Balance October 1			1,335,683	1,335,683					1,245,232	
Ending Fund Balance Current Month			<u>\$ 1,114,559</u>	<u>\$ 4,543,644</u>					<u>\$ 6,249,616</u>	

- Notes
- Property taxes are billed in October and the majority of collections occur December through February. Capital Dedicated transfers do not effect Debt Service Fund.
  - Annual debt service payments are made in February and August.
  - Redemption of the remaining \$550,000 completed in November 2025.
  - Recalculation refunds greater than delinquent payments.

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EAST THOROUGHFARE IMPACT FEES FUND

	Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance
<b>REVENUES</b>									
East Thoroughfare Impact Fees		\$ 1,200,000	\$ -	\$ 1,200,000	\$ 233,728				
East Thoroughfare Other Revenue		-	-	-	-				
Interest Income		100,000	-	100,000	42,279				
Total Revenues		<u>\$ 1,300,000</u>	<u>\$ -</u>	<u>\$ 1,300,000</u>	<u>\$ 276,007</u>				
<b>EXPENDITURES</b>									
Developer Reimbursements	\$ 250,000	\$ 250,000	\$ -	\$ 250,000	\$ -	\$ -	\$ 250,000	\$ -	\$ 250,000
Developer Refund (from PY)	\$ -	\$ -	\$ -	\$ -	\$ 251,734				
Total Developer Reimbursements	<u>\$ 250,000</u>	<u>\$ 250,000</u>	<u>\$ -</u>	<u>\$ 250,000</u>	<u>\$ 251,734</u>	<u>\$ -</u>	<u>\$ 250,000</u>	<u>\$ -</u>	<u>\$ 250,000</u>
Transfer to Capital Project Fund	\$ 2,400,000	\$ 2,400,000	\$ -	\$ 2,400,000	\$ 2,400,000		\$ -		\$ -
Total Transfers Out	<u>\$ 2,400,000</u>	<u>\$ 2,400,000</u>	<u>\$ -</u>	<u>\$ 2,400,000</u>	<u>\$ 2,400,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Total Expenditures	<u>\$ 2,650,000</u>	<u>\$ 2,650,000</u>	<u>\$ -</u>	<u>\$ 2,650,000</u>	<u>\$ 2,651,734</u>	<u>\$ -</u>	<u>\$ 250,000</u>	<u>\$ -</u>	<u>\$ 250,000</u>
REVENUE OVER (UNDER) EXPENDITURES				\$ (1,350,000)	\$ (2,375,727)				
Beginning Fund Balance October 1				2,212,875	2,212,875				
Ending Fund Balance Current Month				<u>\$ 862,875</u>	<u>\$ (162,852)</u>				<b>1</b>

Notes

1 Anticipated revenue expected to correct negative fund balance caused by CIP transfer. If revenues are not sufficient, transfer will be adjusted to zero out fund balance.

TOWN OF PROSPER, TEXAS  
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WEST THOROUGHFARE IMPACT FEES FUND

Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance
<b>REVENUES</b>								
West Thoroughfare Impact Fees	\$ 4,500,000	\$ -	\$ 4,500,000	\$ 1,462,582				
West Thoroughfare Other Revenue	-	-	-	-				
Interest Income	200,000	-	200,000	112,834				
<b>Total Revenues</b>	<b>\$ 4,700,000</b>	<b>\$ -</b>	<b>\$ 4,700,000</b>	<b>\$ 1,575,415</b>				
<b>EXPENDITURES</b>								
<b>Developer Reimbursements</b>								
Pk Place, Prosper Hills, Prosper Meadow	\$ 4,014,469	\$ 900,000	\$ 900,000	\$ -	\$ -	\$ 900,000	\$ 125,492	\$ 3,888,977
Parks @ Legacy	6,729,293	-	-	407,173	-	(407,173)	6,322,119	-
Star Trail Developer Reimb	6,872,624	-	-	-	-	-	6,872,624	-
Legacy Garden Developer Reimb	3,407,300	-	-	-	-	-	511,737	2,895,563
DNT Frontier Retail	2,154,348	600,000	600,000	-	-	600,000	1,343,841	810,507
<b>Total Developer Reimbursements</b>	<b>\$ 23,178,034</b>	<b>\$ 1,500,000</b>	<b>\$ 1,500,000</b>	<b>\$ 407,173</b>	<b>\$ -</b>	<b>\$ 1,092,827</b>	<b>\$ 15,175,814</b>	<b>\$ 7,595,047</b>
Transfer to Capital Project Fund	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	\$ -	\$ -	\$ -	\$ -
<b>Total Transfers Out</b>	<b>\$ 3,000,000</b>	<b>\$ 3,000,000</b>	<b>\$ 3,000,000</b>	<b>\$ 3,000,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Expenditures</b>	<b>\$ 26,828,034</b>	<b>\$ 4,500,000</b>	<b>\$ 4,500,000</b>	<b>\$ 3,407,173</b>	<b>\$ -</b>	<b>\$ 1,092,827</b>	<b>\$ 15,175,814</b>	<b>\$ 8,245,047</b>
<b>REVENUE OVER (UNDER) EXPENDITURES</b>			<b>\$ 200,000</b>	<b>\$ (1,831,758)</b>				
Beginning Fund Balance October 1			6,079,635	6,079,635				
Ending Fund Balance Current Month			<u>\$ 6,279,635</u>	<u>\$ 4,247,877</u>				

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WATER IMPACT FEES FUND

Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance	
<b>REVENUES</b>									
Impact Fees Water	\$ 3,250,000	\$ -	\$ 3,250,000	\$ 835,628					
Interest Income	200,000	-	200,000	137,895					
Total Revenues	<u>\$ 3,450,000</u>	<u>\$ -</u>	<u>\$ 3,450,000</u>	<u>\$ 973,523</u>					
<b>EXPENDITURES</b>									
Developer Reimbursements									
DNT Frontier Retail	\$ 343,542	\$ 200,000	\$ -	\$ 200,000	-	\$ -	\$ 200,000	\$ 54,252	\$ 289,290
Star Trail	3,200,733	500,000	-	500,000	-	-	500,000	3,200,733	-
Victory at Frontier	209,392	68,031	-	68,031	-	-	68,031	168,869	40,523
Pk Place, Prosper Hills, Prosper Meadow	1,406,859	1,022,502	-	1,022,502	-	-	1,022,502	-	1,406,859
Total Developer Reimbursements	<u>\$ 5,160,526</u>	<u>\$ 1,790,533</u>	<u>\$ -</u>	<u>\$ 1,790,533</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,790,533</u>	<u>\$ 3,423,854</u>	<u>\$ 1,736,672</u>
Transfer to Capital Project Fund	\$ -	\$ 4,300,000	\$ -	\$ 4,300,000	\$ 4,300,000	\$ -	\$ -	\$ -	\$ -
Total Transfers Out	<u>\$ -</u>	<u>\$ 4,300,000</u>	<u>\$ -</u>	<u>\$ 4,300,000</u>	<u>\$ 4,300,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Total Expenditures	<u>\$ 5,160,526</u>	<u>\$ 6,090,533</u>	<u>\$ -</u>	<u>\$ 6,090,533</u>	<u>\$ 4,300,000</u>	<u>\$ -</u>	<u>\$ 1,790,533</u>	<u>\$ 3,423,854</u>	<u>\$ 1,736,672</u>
REVENUE OVER (UNDER) EXPENDITURES			\$ (2,640,533)	\$ (3,326,477)					
Beginning Fund Balance October 1			7,728,595	7,728,595					
Ending Fund Balance Current Month			<u>\$ 5,088,062</u>	<u>\$ 4,402,118</u>					

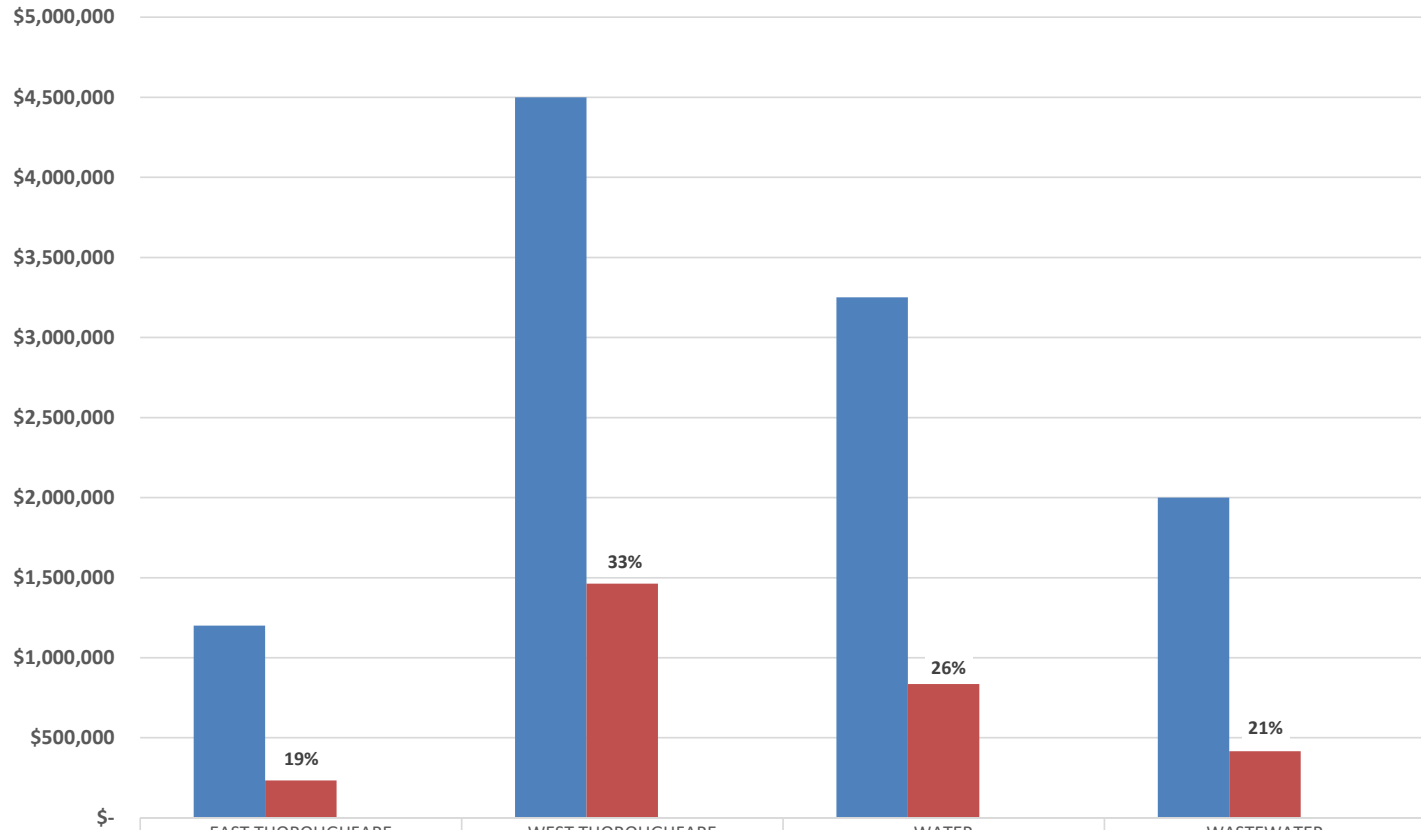
TOWN OF PROSPER, TEXAS  
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WASTEWATER IMPACT FEES FUND

Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance
<b>REVENUES</b>								
Impact Fees Wastewater	\$ 2,000,000	\$ -	\$ 2,000,000	\$ 416,762				
Interest Income	100,000	-	100,000	45,488				
Upper Trinity Equity Fee	300,000	-	300,000	58,500				
<b>Total Revenues</b>	<b>\$ 2,400,000</b>	<b>\$ -</b>	<b>\$ 2,400,000</b>	<b>\$ 520,750</b>				
<b>EXPENDITURES</b>								
<b>Developer Reimbursements</b>								
LaCima Developer Reimb	\$ 707,235	\$ 308,726	\$ -	\$ 308,726	\$ -	\$ -	\$ 308,726	\$ 414,818
All Storage Developer Reimb	454,900	150,000	-	150,000	-	-	150,000	54,180
Pk Place, Prosper Hills, Prosper Meadow	186,169	100,000	-	100,000	-	-	100,000	-
<b>Total Developer Reimbursements</b>	<b>\$ 1,348,304</b>	<b>\$ 558,726</b>	<b>\$ -</b>	<b>\$ 558,726</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 558,726</b>	<b>\$ 468,998</b>
Transfer to Capital Project Fund	\$ 2,568,378	\$ 2,568,378	\$ -	\$ 2,568,378	\$ 2,568,378	\$ -	\$ -	\$ -
<b>Total Transfers Out</b>	<b>\$ 2,568,378</b>	<b>\$ 2,568,378</b>	<b>\$ -</b>	<b>\$ 2,568,378</b>	<b>\$ 2,568,378</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Expenditures</b>	<b>\$ 3,916,682</b>	<b>\$ 3,127,104</b>	<b>\$ -</b>	<b>\$ 3,127,104</b>	<b>\$ 2,568,378</b>	<b>\$ -</b>	<b>\$ 558,726</b>	<b>\$ 468,998</b>
<b>REVENUE OVER (UNDER) EXPENDITURES</b>			<b>\$ (727,104)</b>	<b>\$ (2,047,628)</b>				
Beginning Fund Balance October 1			2,463,452	2,463,452				
Ending Fund Balance Current Month			<u>\$ 1,736,348</u>	<u>\$ 415,824</u>				

# IMPACT FEE REVENUE

YTD Actual to Annual Budget



	EAST THOROUGHFARE	WEST THOROUGHFARE	WATER	WASTEWATER
■ ANNUAL BUDGET	\$1,200,000	4,500,000	\$3,250,000	\$2,000,000
■ YTD ACTUAL	\$233,728	\$1,462,582	\$835,628	\$416,762
■ % OF BUDGET	19%	33%	26%	21%

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**Expected Year to Date Percent 41.7%**

**TIRZ #1 - BLUE STAR**

	Original Budget	Budget Adjustment	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	\$ 50,000	\$ -	\$ 50,000	\$ 106,986	\$ (56,986)	214%		\$ 54,253	97%
Wastewater Impact Fees	700,000	-	700,000	191,896	508,104	27%		198,787	-3%
East Thoroughfare Impact Fees	50,000	-	50,000	91,780	(41,780)	184%		32,573	182%
Property Taxes - Town (Current)	1,376,961	-	1,376,961	-	1,376,961	0%	1	-	0%
Property Taxes - Town (Rollback)	-	-	-	-	-	0%	1	-	0%
Property Taxes - County (Current)	295,022	-	295,022	-	295,022	0%	1	-	0%
Sales Taxes - Town	1,386,765	-	1,386,765	580,000	806,765	42%		552,254	5%
Sales Taxes - EDC	1,161,416	-	1,161,416	485,750	675,666	42%		462,513	5%
Interest Income	50,000	-	50,000	36,418	13,582	73%		49,634	-27%
Transfer In	-	-	-	-	-	0%		-	0%
<b>Total Revenue</b>	<b>\$ 5,070,164</b>	<b>\$ -</b>	<b>\$ 5,070,164</b>	<b>\$ 1,492,830</b>	<b>\$ 3,577,334</b>	<b>29%</b>		<b>\$ 1,350,014</b>	<b>11%</b>
<b>EXPENDITURES</b>									
Professional Services	\$ 3,000	\$ -	\$ 3,000	\$ -	\$ 3,000	0%		\$ -	0%
Developer Reimbursement	6,480,373	-	6,480,373	-	6,480,373	0%		-	0%
Transfers Out	-	-	-	-	-	0%		-	0%
<b>Total Expenses</b>	<b>\$ 6,483,373</b>	<b>\$ -</b>	<b>\$ 6,483,373</b>	<b>\$ -</b>	<b>\$ 6,483,373</b>	<b>0%</b>		<b>\$ -</b>	<b>0%</b>
<b>REVENUE OVER (UNDER) EXPENDITURES</b>			<b>\$ (1,413,209)</b>	<b>\$ 1,492,830</b>				<b>\$ 1,350,014</b>	
Beginning Fund Balance October 1			2,004,259	2,004,259				2,542,101	
Ending Fund Balance Current Month			<u>\$ 591,050</u>	<u>\$ 3,497,089</u>				<u>\$ 3,892,115</u>	

Notes

- 1 Property tax documentation typically received in March to make transfer.

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**Expected Year to Date Percent 41.7%**

**TIRZ #2**

	Original Budget	Budget Adjustment	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)	\$ 151,173	\$ -	\$ 151,173	\$ -	\$ 151,173	0%	1	\$ -	0%
Property Taxes - Town (Rollback)	-	-	-	-	-	0%	1	-	0%
Property Taxes - County (Current)	9,285	-	9,285	-	9,285	0%	1	-	0%
Sales Taxes - Town	2,200	-	2,200	504	1,696	23%		456	10%
Sales Taxes - EDC	2,200	-	2,200	504	1,696	23%		456	10%
Interest Income	1,500	-	1,500	676	824	45%		443	53%
<b>Total Revenue</b>	<b>\$ 166,358</b>	<b>\$ -</b>	<b>\$ 166,358</b>	<b>\$ 1,684</b>	<b>\$ 164,674</b>	<b>1%</b>		<b>\$ 1,356</b>	<b>24%</b>
<b>EXPENDITURES</b>									
Professional Services	\$ -	\$ -	\$ -	\$ -	\$ -	0%		\$ -	0%
Developer Reimbursement	184,122	-	184,122	-	184,122	0%		-	0%
Transfers Out	-	-	-	-	-	0%		-	0%
<b>Total Expenditures</b>	<b>\$ 184,122</b>	<b>\$ -</b>	<b>\$ 184,122</b>	<b>\$ -</b>	<b>\$ 184,122</b>	<b>0%</b>		<b>\$ -</b>	<b>0%</b>
<b>REVENUE OVER (UNDER) EXPENDITURES</b>			<b>\$ (17,764)</b>	<b>\$ 1,684</b>				<b>\$ 1,356</b>	
Beginning Fund Balance October 1			41,205	41,205				25,751	
Ending Fund Balance Current Month			<u>\$ 23,441</u>	<u>\$ 42,889</u>				<u>\$ 27,107</u>	

Notes

- 1 Property tax documentation typically received in March to make transfer.

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**CRIME CONTROL AND PREVENTION SPECIAL PURPOSE DISTRICT**

	Original Budget	Budget Adjustment	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	\$ 3,426,536	\$ -	\$ 3,426,536	\$ 1,442,310	\$ -	\$ 1,984,226	42%		\$ 1,366,278	6%
Interest Income	1,200	-	1,200	525	-	675	44%		2,130	-75%
Other	-	-	-	-	-	-	0%		-	0%
<b>Total Revenue</b>	<b>\$ 3,427,736</b>	<b>\$ -</b>	<b>\$ 3,427,736</b>	<b>\$ 1,442,835</b>	<b>\$ -</b>	<b>\$ 1,984,901</b>	<b>42%</b>		<b>\$ 1,368,408</b>	<b>5%</b>
<b>EXPENDITURES</b>										
Personnel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%		\$ 946,371	-100%
Other	1,200	-	1,200	-	-	1,200	0%		715	-100%
Transfer Out	3,426,536	-	3,426,536	1,442,310	-	1,984,226	42%	1	-	0%
<b>Total Expenditures</b>	<b>\$ 3,427,736</b>	<b>\$ -</b>	<b>\$ 3,427,736</b>	<b>\$ 1,442,310</b>	<b>\$ -</b>	<b>\$ 1,985,426</b>	<b>42%</b>		<b>\$ 947,086</b>	<b>-200%</b>
<b>REVENUE OVER (UNDER) EXPENDITURES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 525</b>					<b>\$ 421,322</b>	
Beginning Fund Balance October 1			97,422	97,422					398,065	
Ending Fund Balance Current Month			<u>\$ 97,422</u>	<u>\$ 97,947</u>					<u>\$ 819,387</u>	

Notes

1 Payroll costs will be tranferred monthly.

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

	Original Budget	Budget Adjustment	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	\$ 3,460,319	\$ -	\$ 3,460,319	\$ 1,441,378	\$ -	\$ 2,018,941	42%		\$ 1,363,892	6%
Interest Income	600	-	600	560	-	40	93%		444	26%
Other	-	-	-	-	-	-	0%		-	0%
<b>Total Revenue</b>	<b>\$ 3,460,919</b>	<b>\$ -</b>	<b>\$ 3,460,919</b>	<b>\$ 1,441,938</b>	<b>\$ -</b>	<b>\$ 2,018,981</b>	<b>42%</b>		<b>\$ 1,364,335</b>	<b>6%</b>
<b>EXPENDITURES</b>										
Personnel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%		\$ 1,164,545	-100%
Other	2,400	-	2,400	-	-	2,400	0%		715	-100%
Transfer Out	3,458,519	-	3,458,519	1,441,378	-	2,017,141	42%	1	-	0%
<b>Total Expenditures</b>	<b>\$ 3,460,919</b>	<b>\$ -</b>	<b>\$ 3,460,919</b>	<b>\$ 1,441,378</b>	<b>\$ -</b>	<b>\$ 2,019,541</b>	<b>42%</b>		<b>\$ 1,165,260</b>	<b>-200%</b>
<b>REVENUE OVER (UNDER) EXPENDITURES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 560</b>					<b>\$ 199,075</b>	
Beginning Fund Balance October 1			75,732	75,732					382,940	
Ending Fund Balance Current Month			<u>\$ 75,732</u>	<u>\$ 76,292</u>					<u>\$ 582,015</u>	

Notes

- 1 Payroll costs will be tranferred monthly.

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PARK DEDICATION AND IMPROVEMENT FUND

	Original Budget	Budget Adjustment	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	\$ 1,550,000	\$ -	\$ 1,550,000	\$ -	\$ -	\$ 1,550,000	0%		\$ -	0%
Park Improvement Fees	800,000	-	800,000	4,500	-	795,500	1%		640,000	-99%
Interest - Park Dedication	20,000	-	20,000	23,573	-	(3,573)	118%		20,006	18%
Interest - Park Improvement	20,000	-	20,000	15,738	-	4,262	79%		6,848	130%
Contributions/Grants	-	-	-	-	-	-	0%		-	0%
Transfers In	-	-	-	-	-	-	0%		-	0%
Total Revenue	\$ 2,390,000	\$ -	\$ 2,390,000	\$ 43,811	\$ -	\$ 2,346,189	2%		\$ 666,854	-93%
<b>EXPENDITURES</b>										
Transfers Out - Park Dedication	\$ 1,400,000	\$ -	\$ 1,400,000	\$ 1,400,000	\$ -	\$ -	100%		\$ -	0%
Park Dedication	-	-	-	-	-	-	0%		-	0%
Transfers Out - Park Improvement	750,000	-	750,000	750,000	-	-	100%		-	0%
Park Improvement	-	-	-	-	-	-	0%		-	0%
Total Expenditures	\$ 2,150,000	\$ -	\$ 2,150,000	\$ 2,150,000	\$ -	\$ -	100%		\$ -	0%
REVENUE OVER (UNDER) EXPENDITURES	\$ 240,000	\$ -	\$ 240,000	\$ (2,106,189)					\$ 666,854	
Beginning Fund Balance October 1			2,379,093	2,379,093					1,232,390	
Ending Fund Balance Current Month			<u>\$ 2,619,093</u>	<u>\$ 272,904</u>					<u>\$ 1,899,244</u>	

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**SPECIAL REVENUE FUNDS**

	Original Budget	Budget Adjustment	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>										
Interest Income	\$ 31,550	\$ -	\$ 31,550	\$ 22,736	\$ -	\$ 8,814	72%		\$ 139,866	-84%
Police Donation Revenue	15,500	-	15,500	8,332	-	7,168	54%		9,755	-15%
Cash Seizure Forfeiture	-	-	-	41,901	-	(41,901)	0%		2,613	1503%
Fire Donation Revenue	15,500	-	15,500	7,410	-	8,090	48%		6,812	9%
Child Safety Revenue	28,000	-	28,000	-	-	28,000	0%		9,485	-100%
Court Technology/Security Revenue	16,723	-	16,723	14,488	-	2,235	87%		12,101	20%
Municipal Jury revenue	170	-	170	163	-	7	96%		135	21%
Tree Mitigation	300,000	-	300,000	156,595	-	143,406	52%		14,805	958%
Escrow Income	-	-	-	-	-	-	0%		-	0%
LEOSE Revenue	3,000	-	3,000	-	-	3,000	0%		4,626	-100%
60-A Inspection Revenue	-	-	-	3,080	-	(3,080)	0%		-	0%
Transfer In	-	-	-	-	-	-	0%		-	0%
<b>Total Revenue</b>	<b>\$ 410,443</b>	<b>\$ -</b>	<b>\$ 410,443</b>	<b>\$ 254,703</b>	<b>\$ -</b>	<b>\$ 155,740</b>	<b>62%</b>		<b>\$ 200,198</b>	<b>27%</b>
<b>EXPENDITURES</b>										
Police Donation Expense	\$ 25,000	\$ -	\$ 25,000	\$ 12,367	\$ 580	\$ 12,053	52%		\$ 3,851	221%
Police Seizure Expense	23,000	-	23,000	7,278	-	15,722	32%		500	1356%
Fire Donation Expense	10,000	-	10,000	599	-	9,401	6%		33,399	-98%
Child Safety Expense	80,000	-	80,000	4,677	-	75,323	6%		-	0%
Court Technology/Security Expense	25,060	-	25,060	-	-	25,060	0%		-	0%
Tree Mitigation Expense	-	-	-	-	-	-	0%		-	0%
LEOSE Expense	10,000	-	10,000	-	-	10,000	0%		-	0%
60-A Inspection Expense	-	-	-	-	-	-	0%		-	0%
Transfer Out (Escrow Funds)	-	-	-	-	-	-	0%		-	0%
Transfer Out (Tree Mitigation)	850,000	-	850,000	850,000	-	-	100%		-	0%
<b>Total Expenses</b>	<b>\$ 1,023,060</b>	<b>\$ -</b>	<b>\$ 1,023,060</b>	<b>\$ 874,921</b>	<b>\$ 580</b>	<b>\$ 147,559</b>	<b>86%</b>		<b>\$ 37,750</b>	<b>2218%</b>
<b>REVENUE OVER (UNDER) EXPENDITURES</b>	<b>\$ (612,617)</b>	<b>\$ -</b>	<b>\$ (612,617)</b>	<b>\$ (620,217)</b>					<b>\$ 162,448</b>	
Beginning Fund Balance October 1			1,359,045	1,359,045					2,356,265	
Ending Fund Balance Current Month			<u>746,428</u>	<u>738,828</u>					<u>2,518,713</u>	

Notes

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**HOTEL OCCUPANCY TAX FUND**

	Original Budget	Budget Adjustment	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>										
Hotel Occupancy Tax	\$ 302,675	\$ -	\$ 302,675	\$ 30,524	\$ -	\$ 272,151	10%		\$ -	0%
Interest Income	2,000	-	2,000	58	-	1,942	3%		-	0%
Other	-	-	-	-	-	-	0%		-	0%
<b>Total Revenue</b>	<b>\$ 304,675</b>	<b>\$ -</b>	<b>\$ 304,675</b>	<b>\$ 30,582</b>	<b>\$ -</b>	<b>\$ 274,093</b>	<b>10%</b>		<b>\$ -</b>	<b>0%</b>
<b>EXPENDITURES</b>										
Personnel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%		\$ -	0%
Hotel Occupancy Tax Rebate	100,892	-	100,892	-	-	100,892	0%		-	0%
Other	-	-	-	-	-	-	0%		-	0%
<b>Total Expenditures</b>	<b>\$ 100,892</b>	<b>\$ -</b>	<b>\$ 100,892</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 100,892</b>	<b>0%</b>		<b>\$ -</b>	<b>0%</b>
<b>REVENUE OVER (UNDER) EXPENDITURES</b>	<b>\$ 203,783</b>	<b>\$ -</b>	<b>\$ 203,783</b>	<b>\$ 30,582</b>					<b>\$ -</b>	
Beginning Fund Balance October 1				-	-					-
Ending Fund Balance Current Month			<u>\$ 203,783</u>	<u>\$ 30,582</u>					<u>\$ -</u>	

Notes  
 \* Holiday Inn Express opened November 13, 2025.

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**WATER-SEWER FUND**

	Original Budget	Budget Adjustment	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	\$ 27,821,398	\$ -	\$ 27,821,398	\$ 8,509,024	\$ -	\$ 19,312,374	31%	3	\$ 7,885,119	8%
Sewer Charges for Services	18,074,593	-	18,074,593	6,766,161	-	11,308,432	37%	3	5,537,667	22%
Licenses, Fees & Permits	193,000	-	193,000	76,205	-	116,795	39%	5	196,374	-61%
Utility Billing Penalties	205,500	-	205,500	103,472	-	102,028	50%		118,456	-13%
Interest Income	350,000	-	350,000	173,149	-	176,851	49%		232,811	-26%
Other	691,700	-	691,700	317,198	-	374,502	46%		300,001	6%
Transfer In	-	-	-	-	-	-	0		-	0%
<b>Total Revenues</b>	<b>\$ 47,336,191</b>	<b>\$ -</b>	<b>\$ 47,336,191</b>	<b>\$ 15,945,210</b>	<b>\$ -</b>	<b>\$ 31,390,981</b>	<b>34%</b>		<b>\$ 14,270,428</b>	<b>12%</b>
<b>EXPENDITURES</b>										
Administration	\$ 996,176	\$ -	\$ 996,176	\$ 661,224	\$ 68,377	\$ 266,575	73%	2,4	\$ 700,289	-6%
Debt Service	8,313,546	-	8,313,546	3,614,477	-	4,699,069	43%	1	2,853,209	27%
Water Purchases	15,819,798	-	15,819,798	4,997,327	-	10,822,471	32%		5,562,191	-10%
Wastewater Treatment Fees	6,035,065	-	6,035,065	1,991,014	-	4,044,051	33%		2,654,166	-25%
Franchise Fee	2,172,380	-	2,172,380	818,339	-	1,354,041	38%		473,689	73%
Public Works	10,776,413	-	10,776,413	3,796,754	549,667	6,429,992	40%		3,612,150	5%
Transfer Out	1,829,753	-	1,829,753	762,397	-	1,067,356	42%		550,292	39%
<b>Total Expenses</b>	<b>\$ 45,943,131</b>	<b>\$ -</b>	<b>\$ 45,943,131</b>	<b>\$ 16,641,534</b>	<b>\$ 618,043</b>	<b>\$ 28,683,554</b>	<b>38%</b>		<b>\$ 16,405,985</b>	<b>1%</b>
<b>REVENUE OVER (UNDER) EXPENDITURES</b>	<b>\$ 1,393,060</b>	<b>\$ -</b>	<b>\$ 1,393,060</b>	<b>\$ (696,324)</b>					<b>\$ (2,135,557)</b>	
Beginning Working Capital October 1			9,120,375	9,120,375					12,212,476	
*Ending Working Capital			<u>\$ 10,513,435</u>	<u>\$ 8,424,051</u>					<u>\$ 10,076,919</u>	

**Notes**

- 1 Annual debt service payments are made in February and August.
- 2 Contracts encumbered at the beginning of the year cause YTD percent to be higher than expected in early months.
- 3 Charges for services are low in the winter months and peak in summer causing revenues to show lower than expected in the early months of the fiscal year.
- 4 Property and Liability insurance paid early in the fiscal year causing higher than expected YTD percentages.
- 5 Down from prior year due to change in processing for credit card fees.
- \* Minimum Ending Working Capital balance for FY26 = \$10,637,474 (25%).

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**WATER-SEWER FUND**

	Feb-26		Feb-25		Growth % Change
	WATER	SEWER	WATER	SEWER	
# of Accts Residential	14,299	13,604	13,724	13,028	4.38%
# of Accts Commercial	544	507	481	435	12.33%
Consumption-Residential	106,120,740	93,215,458	83,565,180	88,477,270	16.03%
Consumption-Commercial	24,012,430	19,906,010	20,836,640	16,991,920	30.34%
Consumption-Commercial Irrigation	6,523,270		2,694,540		56.49%
Avg Total Res Water Consumption	7,417		6,090		21.14%
Billed (\$) Residential	\$ 874,130	\$ 1,123,987	\$ 686,184	\$ 930,203	24.12%
Billed (\$) Commercial	\$ 208,181	\$ 249,794	\$ 222,242	\$ 179,788	28.14%
Billed (\$) Commercial Irrigation	\$ 66,298		\$ 28,378		133.63%
<b>Total Billed (\$)</b>	<b>\$ 1,255,729</b>	<b>\$ 1,357,257</b>	<b>\$ 972,951</b>	<b>\$ 1,095,338</b>	<b>26.34%</b>

575  
63

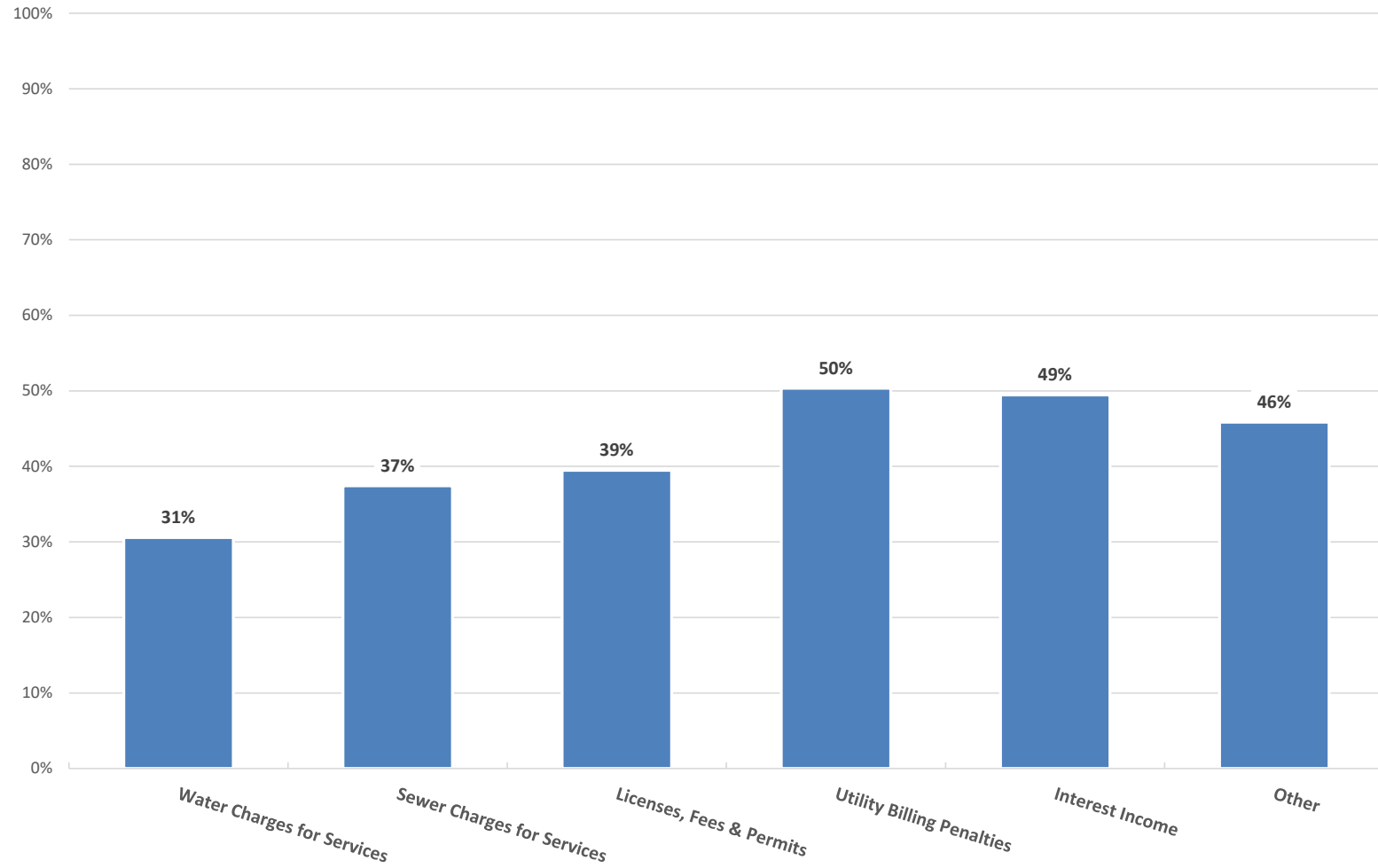
Month	FY2026			FY2025		
	Avg. Temp (°F)	# Rain Days	Rainfall (in)	Avg. Temp (°F)	# Rain Days	Rainfall (in)
October	73°	4	3.05	75°	1	0.41
November	63°	7	4.1	61°	9	4.09
December	54°	2	0.03	61°	13	5.91
January	47°	3	1.8	43°	6	5.94
February	60°	2	1.71	49°	10	2.12
March				64°	7	1.31
April				69°	10	4.65
May				74°	10	6.07
June				82°	6	3.09
July				85°	11	2.58
August				85°	4	2.97
September				81°	6	3.08
<b>Annual</b>		<b>18</b>	<b>10.69</b>		<b>93</b>	<b>42.22</b>

Average Total Residential Water Consumption by Month				
Month	FY2026	FY2025	Five Year	
			Average	Cumulative Average
October	15,618	17,490	17,477	17,477
November	12,738	14,260	11,974	29,450
December	8,559	9,080	7,760	37,211
January	7,680	6,340	6,932	44,142
February	7,417	6,090	6,344	50,487
March		6,308	6,631	57,117
April		10,638	9,897	67,014
May		11,310	11,332	78,347
June		13,536	11,912	90,259
July		15,430	18,548	108,806
August		19,802	22,581	131,387
September		18,840	20,443	151,830
<b>TOTAL (gal)</b>	<b>52,012</b>	<b>149,124</b>	<b>151,830</b>	

Weather Data: <https://www.wunderground.com/history/monthly/KDAL/date/2025-11>

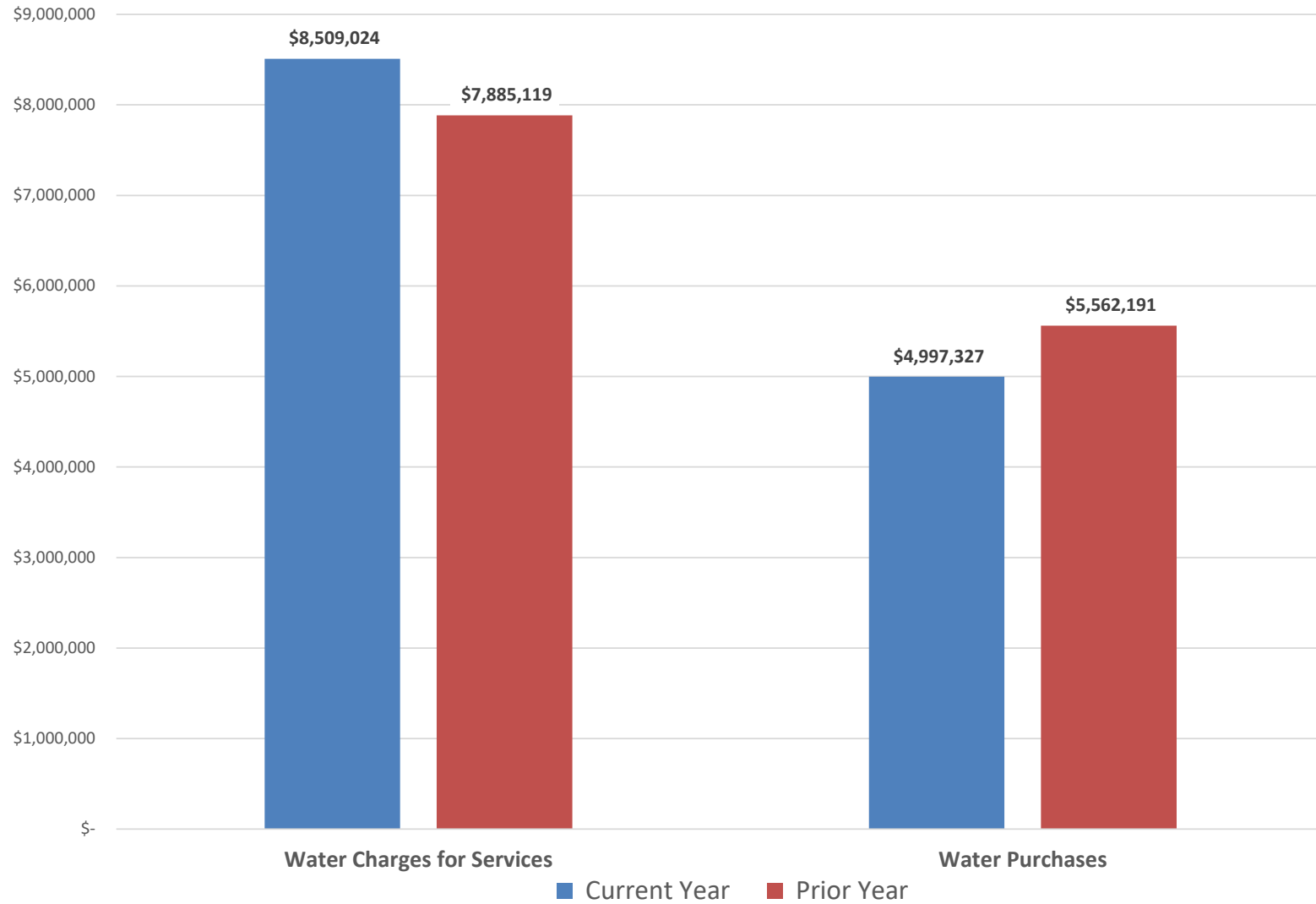
# WATER SEWER FUND

## REVENUE YTD % OF ANNUAL BUDGET



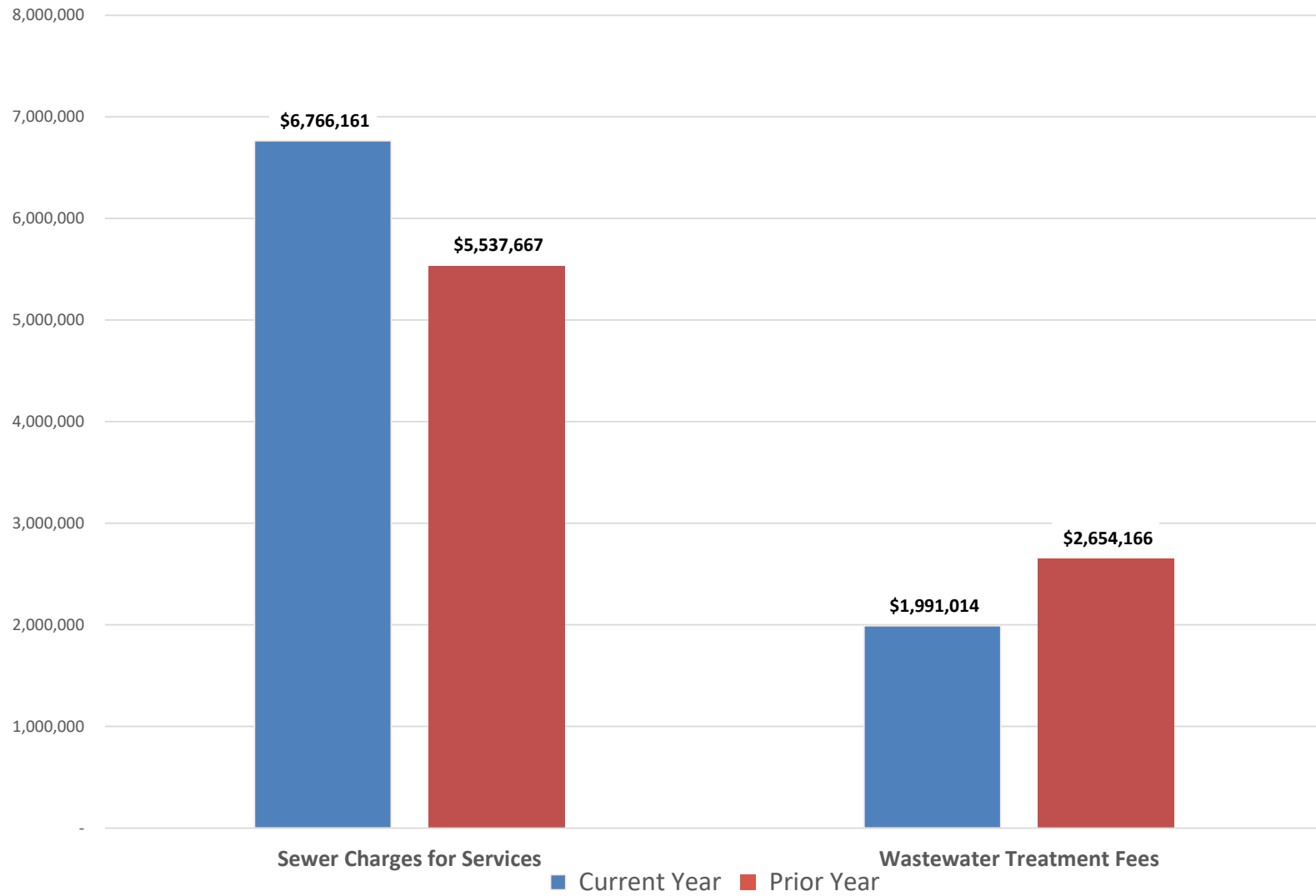
# WATER REVENUE AND EXPENSE

## Current YTD to Prior Year YTD Actual Comparison



# SEWER REVENUE AND EXPENSE

## Current YTD to Prior Year YTD Actual Comparison



*Due to the timing of payments, prior year Sewer Management Fees were paid in Nov-2024*

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**STORMWATER DRAINAGE UTILITY FUND**

	Original Budget	Budget Adjustment	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	\$ 1,726,111	\$ -	\$ 1,726,111	\$ 589,806	\$ -	\$ 1,136,305	34%	3	\$ 405,204	46%
Drainage Review Fee	25,000	-	25,000	6,100	-	18,900	24%		-	0%
Interest Income	8,000	-	8,000	6,169	-	1,831	77%		4,493	37%
Other Revenue	-	-	-	25,350	-	(25,350)	0%		-	0%
Transfer In	-	-	-	-	-	-	0%		-	0%
<b>Total Revenue</b>	<b>\$ 1,759,111</b>	<b>\$ -</b>	<b>\$ 1,759,111</b>	<b>\$ 627,425</b>	<b>\$ -</b>	<b>\$ 1,131,686</b>	<b>36%</b>		<b>\$ 409,698</b>	<b>53%</b>
<b>EXPENDITURES</b>										
Administration	\$ 558,690	\$ -	\$ 558,690	\$ 175,160	\$ -	\$ 383,530	31%		\$ 160,521	9%
Debt Service	220,338	-	220,338	151,331	-	69,007	69%	2	133,388	13%
Operating Expenditures	119,546	(990)	118,556	20,857	996	96,703	18%		9,375	122%
Capital	267,374	-	267,374	-	-	267,374	0%		-	0%
Transfers Out	229,954	-	229,954	212,481	-	17,473	92%	1	65,832	223%
<b>Total Expenses</b>	<b>\$ 1,395,902</b>	<b>\$ (990)</b>	<b>\$ 1,394,912</b>	<b>\$ 559,829</b>	<b>\$ 996</b>	<b>\$ 834,087</b>	<b>40%</b>		<b>\$ 369,116</b>	<b>52%</b>
<b>REVENUE OVER (UNDER) EXPENDITURES</b>	<b>\$ 363,209</b>	<b>\$ 990</b>	<b>\$ 364,199</b>	<b>\$ 67,596</b>					<b>\$ 40,582</b>	
Beginning Working Capital October 1			342,877	342,877					251,393	
Ending Working Capital Current Month			<u>\$ 707,076</u>	<u>\$ 410,473</u>					<u>\$ 291,975</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.
- 3 Stormwater fees raised for FY2026.

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**Expected Year to Date Percent 41.7%**

**SOLID WASTE FUND**

	Original Budget	Budget Adjustment	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	\$ 3,938,626	\$ -	\$ 3,938,626	\$ 1,703,250	\$ -	\$ 2,235,376	43%	2	\$ 1,409,269	21%
Interest Income	3,500	-	3,500	4,390	-	(890)	125%		2,699	63%
Transfer In	-	-	-	-	-	-	0%		-	0%
<b>Total Revenues</b>	<b>\$ 3,942,126</b>	<b>\$ -</b>	<b>\$ 3,942,126</b>	<b>\$ 1,707,640</b>	<b>\$ -</b>	<b>\$ 2,234,486</b>	<b>43%</b>		<b>\$ 1,411,968</b>	<b>21%</b>
<b>EXPENDITURES</b>										
Administration	\$ 75,588	\$ (30,000)	\$ 45,588	\$ 24,952	\$ -	\$ 20,636	55%		\$ 25,175	-1%
Sanitation Collection	3,445,196	-	3,445,196	1,195,695	2,249,501	-	100%	1	924,237	29%
Capital Expenditure	-	-	-	-	-	-	0%		-	0%
Debt Service	257,501	-	257,501	107,292	-	150,209	42%		107,292	0%
Transfer Out	195,951	30,000	225,951	69,146	-	156,805	31%		-	0%
<b>Total Expenses</b>	<b>\$ 3,974,236</b>	<b>\$ -</b>	<b>\$ 3,974,236</b>	<b>\$ 1,397,085</b>	<b>\$ 2,249,501</b>	<b>\$ 327,650</b>	<b>92%</b>		<b>\$ 1,056,704</b>	<b>32%</b>
<b>REVENUE OVER (UNDER) EXPENDITURES</b>	<b>\$ (32,110)</b>	<b>\$ -</b>	<b>\$ (32,110)</b>	<b>\$ 310,556</b>					<b>\$ 355,264</b>	
Beginning Working Capital October 1			278,792	278,792					52,403	
Ending Working Capital			<u>\$ 246,682</u>	<u>\$ 589,348</u>					<u>\$ 407,667</u>	

Notes

- 1 Full trash collection budget encumbered. Actual YTD spend is under expected percentage.
- 2 Town adopted a weekly bulk service pickup in February 2025.

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**Expected Year to Date Percent 41.7%**

**VEHICLE AND EQUIPMENT REPLACEMENT FUND**

	Original Budget	Budget Adjustment	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>										
Charges for Services	\$ 1,566,797	\$ 5,267	\$ 1,572,064	\$ 655,027	\$ -	\$ 917,037	42%		\$ 655,027	0%
Grant Revenue	-	-	-	-	-	-	0%		-	0%
Other Reimbursements	-	-	-	57,400	-	(57,400)	0%		-	0%
Interest Income	250,000	-	250,000	66,378	-	183,622	27%		103,003	-36%
Auction Proceeds	150,000	-	150,000	7,750	-	142,250	5%		107,500	-93%
<b>Total Revenue</b>	<b>\$ 1,966,797</b>	<b>\$ 5,267</b>	<b>\$ 1,972,064</b>	<b>\$ 786,555</b>	<b>\$ -</b>	<b>\$ 1,185,509</b>	<b>73%</b>		<b>\$ 865,529</b>	<b>-128%</b>
<b>EXPENDITURES</b>										
Vehicle Replacement	\$ 1,972,462	\$ 400	\$ 1,972,862	\$ 138,197	\$ 6,418,124	\$ (4,583,459)	332%	1, 2	\$ 331,968	-58%
Equipment Replacement	77,706	1,089,094	1,166,800	684,990	123,444	358,366	69%	1	128,928	431%
Technology Replacement	1,089,094	(1,089,094)	-	-	-	-	0%		-	0%
<b>Total Expenditures</b>	<b>\$ 3,139,262</b>	<b>\$ 400</b>	<b>\$ 3,139,662</b>	<b>\$ 823,186</b>	<b>\$ 6,541,568</b>	<b>\$ (4,225,092)</b>	<b>235%</b>		<b>\$ 460,896</b>	<b>79%</b>
<b>REVENUE OVER (UNDER) EXPENDITURES</b>	<b>\$ (1,172,465)</b>	<b>\$ 4,867</b>	<b>\$ (1,167,598)</b>	<b>\$ (36,632)</b>					<b>\$ 404,633</b>	
Beginning Fund Balance October 1			17,159,865	17,159,865					6,055,897	
Ending Fund Balance Current Month			<u>\$ 15,992,267</u>	<u>\$ 17,123,233</u>					<u>\$ 6,460,530</u>	

**Notes**

- 1 Contracts encumbered at the beginning of the year cause YTD percent to be higher than expected in early months.
- 2 Encumbrances include \$4,861,328 of fire equipment on order but not expected until FY27 or later.

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**HEALTH INSURANCE FUND**

	Original Budget	Budget Adjustment	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	\$ 7,231,912	\$ -	\$ 7,231,912	\$ 2,227,384	\$ -	\$ 5,004,528	31%	1	\$ 2,171,988	3%
Cobra and Stop Loss Reimbursements	300,000	-	300,000	240,863	-	59,137	80%	2	200,941	20%
Interest Income	20,000	-	20,000	1,836	-	18,164	9%		2,876	-36%
Transfers In	710,000	-	710,000	-	-	710,000	0%			
Total Revenue	\$ 8,261,912	\$ -	\$ 8,261,912	\$ 2,470,082	\$ -	\$ 5,791,830	30%		\$ 2,375,805	4%
<b>EXPENDITURES</b>										
Contractual Services	\$ 133,911	\$ -	\$ 133,911	\$ 52,378	\$ 8,000	\$ 73,533	45%		\$ 41,119	27%
Employee Health Insurance/Claims	8,371,480	-	8,371,480	2,744,357	-	5,627,123	33%		3,098,649	-11%
Total Expenditures	\$ 8,505,391	\$ -	\$ 8,505,391	\$ 2,796,736	\$ 8,000	\$ 5,700,655	33%		\$ 3,139,768	-11%
REVENUE OVER (UNDER) EXPENDITURES	\$ (243,479)	\$ -	\$ (243,479)	\$ (326,653)					\$ (763,964)	
Beginning Fund Balance October 1			65,965	65,965					148,135	
Ending Fund Balance Current Month			<u>\$ (177,514)</u>	<u>\$ (260,688)</u>					<u>\$ (615,829)</u>	

Notes

- 1 Health Chrages expected to increase later in the FY. New plan year starts January 2026. Additional staff bugeted February 2026.
- 2 Stop loss reimbursements are received after health claims are paid.

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GOVERNMENTAL CAPITAL PROJECTS FUND

	Prior Year Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Life to Date Amended Budget	Current Year Actual	Current Year Encumbrances	Prior Years Expenditure	Project Budget Balance
REVENUES								
Property Taxes - Capital Dedicated		\$ 10,500,000	\$ (10,500,000)	\$ -	\$ 10,500,000			
Contributions/Interlocal Revenue		3,600,000	-	3,600,000	400,000			
Bond Proceeds - 2026 GO Bonds		23,297,062	-	23,297,062	-			
Interest Income		3,000,000	-	3,000,000	1,373,369			
Transfers In - Impact Fee Funds		5,500,000	-	5,500,000	5,400,000			
Transfers In - Tree Mitigation		850,000	-	850,000	850,000			
Transfers In - Park Dedication/Improvement		2,150,000	-	2,150,000	2,150,000			
Grants		-	-	-	547,284			
Other Revenue		-	-	-	7,287			
Transfers In		-	-	-	-			
Total Revenues		<u>\$ 48,897,062</u>	<u>\$ (10,500,000)</u>	<u>\$ 38,397,062</u>	<u>\$ 21,227,941</u>			

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GOVERNMENTAL CAPITAL PROJECTS FUND

	Prior Year Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Life to Date Amended Budget	Current Year Actual	Current Year Encumbrances	Prior Years Expenditure	Project Budget Balance
EXPENDITURES								
<b>Street &amp; Traffic Projects</b>								
<u>Street Projects</u>								
First Street (DNT - Coleman)	\$ 24,758,067	\$ -	\$ -	\$ 24,758,067	\$ 49,718	\$ 20,868,629	\$ 3,466,462	\$ 373,258
Coit Road (First-Frontier)	27,789,900	-	(6,881,407)	20,908,493	2,089,276	8,896,553	2,286,547	7,636,117
DNT Main Lane (US 380 - FM 428)	7,671,186	-	-	7,671,186	2,557,062	-	5,114,123	1
Fishtrap (Elem-DNT)	32,230,732	-	(22,051)	32,208,681	75,549	506,089	31,499,530	127,512
Teel (US380 Intersection Improv.)	-	-	493,527	493,527	493,527	-	-	-
First Street (Coit-Custer) 4 Lanes	26,563,812	-	-	26,563,812	210	-	26,372,036	191,567
Preston Road / First Street Dual Le	900,000	-	-	900,000	-	22,077	71,523	806,400
Craig Street (Preston - Fifth)	750,000	4,400,000	-	5,150,000	37,665	32,393	719,042	4,360,900
Coleman (Gorgeous - Talon)	4,022,596	15,500,000	1	19,522,597	141,921	185,745	2,847,712	16,347,219
Legacy (Prairie - Fishtrap) - 4 lan	10,000,000	-	171,519	10,171,519	-	-	10,171,519	-
Teel Parkway (US 380 - Fishtrap Rd)	6,040,289	-	26,212	6,066,501	1,237	9,161	6,056,103	-
Coit Road / US 380 SB Dual Left Tur	27,917	-	-	27,917	2,064	-	23,986	1,867
Parvin (FM 1385 - Legacy)	500,000	-	-	500,000	-	-	500,000	-
Street Impact Fee Analysis	105,627	-	-	105,627	1,750	-	57,110	46,766
US 380 Deceleration Lanes - Denton	500,000	-	-	500,000	-	-	43,600	456,400
Safety Way (Cook - Technology)	800,000	-	-	800,000	-	-	454,085	345,915
Gorgeous/McKinley	700,000	-	-	700,000	15,000	-	608,940	76,060
First Street (Coleman - Craig)	2,500,000	-	-	2,500,000	5,000	58,489	516,408	1,920,103
Gee Road (US 380 - FM 1385) - 2 NB	3,900,000	1,100,000	-	5,000,000	36,337	114,515	1,590,688	3,258,460
Frontier Parkway (Legacy - DNT)	300,000	-	-	300,000	-	-	300,000	-
Star Trail, Phase 5: Street Repairs	1,450,000	-	-	1,450,000	-	300,000	-	1,150,000
Prosper Trail (Coit - Custer) - 2 W	1,400,000	-	-	1,400,000	63,559	121,263	578,178	637,000
Windsong Parkway/US 380 Dual Left T	152,620	-	-	152,620	-	-	73,318	79,302
Legacy Drive (Prosper Tr. to P	-	-	10,000	10,000	-	-	167	9,833
Coleman St (First-Georgeous)	660,000	-	-	660,000	-	278,698	381,902	(600)
Teel Parkway (First-Freeman)	855,510	-	26,690	882,200	-	262,357	619,844	-
Legacy (First St. - Prosper Tr	200,000	-	-	200,000	134,800	-	-	65,200
Legacy (First St. - Prosper Tr	550,000	-	-	550,000	-	-	-	550,000
Prosper Trail (Legacy - DNT)	1,200,000	-	-	1,200,000	157,164	576,530	260,306	206,000
Roundabout Peer Review and Tho	28,500	-	-	28,500	-	4,463	24,038	-
West Gorgeous (McKinley-Colema	230,000	-	-	230,000	17,889	120,979	84,128	7,004
Godwin Parkway (DNT - BNSF RR)	-	2,000,000	-	2,000,000	1,000,000	-	-	1,000,000
Whitley Place/First St. - Open Spac	-	250,000	-	250,000	-	-	-	250,000
Unprogrammed Future Projects	522,874	-	(66,187)	456,687	-	-	-	456,687

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GOVERNMENTAL CAPITAL PROJECTS FUND

	Prior Year Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Life to Date Amended Budget	Current Year Actual	Current Year Encumbrances	Prior Years Expenditure	Project Budget Balance
<b>Street &amp; Traffic Projects</b>								
<u>Traffic Projects</u>								
Fifth Street Quiet Zone	500,000	-	-	500,000	-	-	-	500,000
Traffic Signal - Fishtrap & Artesia	525,000	140,000	-	665,000	1,305	6,707	323,079	333,909
Median Lighting US 380 (Mahard-Love)	300,000	-	-	300,000	-	-	-	300,000
Traffic Signal - DNT/Frontier	281,500	-	-	281,500	-	56,637	213,560	11,303
Traffic Signal - Teel Pkway & Prair	525,000	140,000	(1,280)	663,720	-	533,332	39,304	91,084
Traffic Signal Acacia Parkway/Gee R	667,573	-	-	667,573	15,780	5,400	645,373	1,020
Traffic Signal First Street/Legacy	992,259	-	50,780	1,043,039	128,212	666,599	246,948	1,280
Opticom Repair/Installation	85,000	-	-	85,000	-	6,960	75,597	2,443
Gee/Lockwood Pedestrian Hybrid	357,113	-	-	357,113	115,049	121,394	113,650	7,020
First/Copper Canyon Pedestrian	331,054	-	-	331,054	115,049	98,858	108,867	8,280
First/Chaucer Pedestrian Hybri	316,374	-	-	316,374	115,049	86,377	106,658	8,290
Tr. Signal (Denton-Fishtrap)	390,428	-	-	390,428	-	-	377,974	12,454
Traffic Improvement Projects (	767,160	1,500,000	(232,500)	2,034,660	5,655	-	-	2,029,005
Traffic Signal Communications P	495,000	-	-	495,000	-	-	-	495,000
Traffic Signal - Legacy & Prai	525,000	140,000	(49,500)	615,500	-	-	-	615,500
School Zone Flashers	140,544	-	-	140,544	-	-	140,544	-
Traffic Equipment	15,928	-	-	15,928	-	-	15,928	-
Crosswalk Development Projects	140,000	-	-	140,000	57,839	5,101	62,984	14,076
Traffic Signal - Legacy & Prosper T	-	85,000	(24,750)	60,250	-	-	-	60,250
Traffic Signal - Legacy & Starwood	-	85,000	(24,750)	60,250	-	-	-	60,250
Traffic Signal Warrant Studies	-	85,000	(35,500)	49,500	-	49,500	-	-
<b>Total Street &amp; Traffic Projects</b>	<b>\$ 164,664,563</b>	<b>\$ 25,425,000</b>	<b>\$ (6,559,196)</b>	<b>\$ 183,530,365</b>	<b>\$ 7,433,666</b>	<b>\$ 33,994,805</b>	<b>\$ 97,191,761</b>	<b>\$ 44,910,135</b>

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GOVERNMENTAL CAPITAL PROJECTS FUND

	Prior Year Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Life to Date Amended Budget	Current Year Actual	Current Year Encumbrances	Prior Years Expenditure	Project Budget Balance
<b>Park Projects</b>								
<u>Neighborhood Park</u>								
Windsong Park #3	\$ 350,000	\$ -	\$ -	\$ 350,000	\$ 307,824	\$ -	\$ -	\$ 42,176
Lakewood Preserve, Phase 2	5,587,255	-	(1)	5,587,255	8,889	5,499	5,563,948	8,919
Downtown Park (Broadway/Parvin)	1,158,240	200,000	(127,000)	1,231,240	4,085	562,077	99,058	566,020
Raymond Community Park Dam Repair	-	350,000	-	350,000	-	101,000	-	249,000
Playground Shade Structures - Lakew	-	200,000	-	200,000	-	-	-	200,000
Security Cameras - Raymond Communit	-	250,000	-	250,000	-	-	-	250,000
Pecan Grove & Whitley Place HOA Irr	-	125,000	-	125,000	-	-	-	125,000
Mirabella Park (Tellus)	-	500,000	-	500,000	-	-	-	500,000
Creekside Park (Shaddock)	-	445,000	-	445,000	-	-	-	445,000
<u>Trails</u>								
Doe Branch Trail Connections	1,684,000	-	-	1,684,000	160,688	280,066	124,111	1,119,134
<u>Downtown Improvements</u>								
Downtown Improvements	329,383	-	9,930	339,313	86,909	10,587	239,166	2,650
Downtown Monumentation	164,700	-	40,531	205,231	7,627	33,264	164,341	-
Downtown Monumentation, Broadway &	370,000	255,000	(21,293)	603,707	-	603,707	-	-
Prosper Parking Lot and Alley Impro	552,500	-	(23,168)	529,332	555	419,681	100,550	8,546
<u>Community Park</u>								
Raymond Community Park	24,787,000	128,000	390,000	25,305,000	3,617,650	2,264,669	17,375,181	2,047,500
Raymond Comm. Park, Trail/Brid	916,802	-	-	916,802	-	916,535	-	267
Froniter Park Pond Repairs	473,000	-	-	473,000	-	33,768	420,123	19,109
Frontier Park Concrete Repairs	120,000	-	-	120,000	-	-	-	120,000
Parks & Recreation Admin Facil	80,000	-	-	80,000	-	-	72,803	7,197
Doe Branch Property Masterplan	140,000	-	-	140,000	30,150	21,750	82,700	5,400
Dream Park	-	3,000,000	-	3,000,000	504	2,057,990	-	941,506
Playgr. Shade Struct.-Pecan Gr	160,000	-	-	160,000	-	-	158,923	1,077
<u>Median/ Landscape Screening</u>								
US 380 Green Ribbon Lndscp- Irrigat	2,295,000	-	-	2,295,000	-	217,895	1,601,537	475,567
Mahard Medians	-	500,000	-	500,000	8,550	41,450	-	450,000
Prairie Medians	-	250,000	-	250,000	5,400	44,600	-	200,000
Richland Median Lndscp (Prosper Com	-	150,000	-	150,000	-	-	-	150,000
Prosper Trail Screening (Preston -	550,000	-	7,000	557,000	45,739	29,836	472,986	8,439
Parks Master Plan Update	140,000	-	-	140,000	-	-	132,707	7,293
Unprogrammed Future Projects	400,190	-	(333,333)	66,857	-	-	-	66,857
<b>Total Park Projects</b>	<b>\$ 40,258,070</b>	<b>\$ 6,353,000</b>	<b>\$ (57,334)</b>	<b>\$ 46,553,736</b>	<b>\$ 4,284,570</b>	<b>\$ 7,644,374</b>	<b>\$ 26,608,134</b>	<b>\$ 8,016,657</b>

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GOVERNMENTAL CAPITAL PROJECTS FUND

	Prior Year Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Life to Date Amended Budget	Current Year Actual	Current Year Encumbrances	Prior Years Expenditure	Project Budget Balance
<b>Facility Projects</b>								
<u>Public Safety</u>								
Fire Station #4 Design	\$ 950,680	\$ -	\$ -	\$ 950,680	\$ 47,833	\$ 61,052	\$ 856,971	\$ (15,175)
Fire Station #4 Other Developm	413,422	-	-	413,422	6,121	26,611	111,496	269,195
Fire Station #4 Construction	11,610,003	-	-	11,610,003	4,105,865	822,292	6,534,244	147,602
Fire Station #4 (FF&E)	700,000	-	-	700,000	153,325	224,712	-	321,963
Public Safety Fiber Ring	1,000,000	-	-	1,000,000	-	76,621	-	923,380
PD Needs Assessment	78,740	-	1	78,741	11,775	-	66,966	-
Town Hall HVAC Unit	-	-	61,933	61,933	-	61,933	-	-
Repairs Fire Station 2	-	-	57,429	57,429	57,429	-	-	-
Central Fire BAS System	-	-	65,732	65,732	-	65,732	-	-
Fire Station 2 BAS System	-	-	16,435	16,435	7,540	8,895	-	-
Fire Station 3 BAS System	-	-	39,694	39,694	26,140	13,554	-	-
Quint Fire Engine (New Central Fire	1,495,000	-	-	1,495,000	-	-	1,469,880	25,120
Ambulance (New Central Fire Station	495,000	-	-	495,000	-	-	487,388	7,612
Fire Engine Station #4	1,250,000	-	-	1,250,000	-	-	1,246,418	3,582
Ambulance Station #4	552,000	-	-	552,000	-	-	551,600	401
<u>Non-Public Safety</u>								
Parks & Public Works, Phase 1	5,802,938	5,397,062	8,319,788	19,519,788	118,920	17,572,951	777,468	1,050,449
Finish Out Interior Spaces Town Hal	685,416	-	-	685,416	260,768	4,922	419,725	-
Library Master Pan	130,000	-	-	130,000	8,600	5,389	116,011	-
Town Hall Repairs - N. Parking	290,892	-	7,320	298,212	37,746	209,977	50,489	-
Facility Improvement Projects	-	300,000	(241,223)	58,777	-	-	-	58,777
Unprogrammed Future Projects	511,916	-	(340,653)	171,263	-	-	-	171,263
<b>Total Facility Projects</b>	<b>\$ 25,966,007</b>	<b>\$ 5,697,062</b>	<b>\$ 7,986,456</b>	<b>\$ 39,649,526</b>	<b>\$ 4,842,061</b>	<b>\$ 19,154,641</b>	<b>\$ 12,688,657</b>	<b>\$ 2,964,169</b>
<b>Transfer Out</b>								
CIP Salaries - Streets	\$ -	\$ 400,000	\$ -	\$ 400,000	\$ 400,000	\$ -	\$ -	\$ -
CIP Salaries - Parks	-	300,000	-	300,000	300,000	-	-	-
CIP Salaries - Facilities	-	300,000	-	300,000	300,000	-	-	-
<b>Total Expenditures</b>	<b>\$ 230,888,640</b>	<b>\$ 38,475,062</b>	<b>\$ 1,369,926</b>	<b>\$ 270,733,627</b>	<b>\$ 17,560,296</b>	<b>\$ 60,793,820</b>	<b>\$ 136,488,551</b>	<b>\$ 55,890,961</b>
<b>REVENUE OVER (UNDER) EXPENDITURES</b>				<b>\$ (232,336,565)</b>	<b>\$ 3,667,644</b>			
<b>Beginning Fund Balance (Restricted for Capital Projects) October 1</b>				<b>82,578,172</b>	<b>82,578,172</b>			
<b>Ending Fund Balance (Restricted for Capital Projects) Current Month</b>				<b>\$ (149,758,393)</b>	<b>\$ 86,245,816</b>			

TOWN OF PROSPER, TEXAS  
MONTHLY FINANCIAL REPORT  
February 28, 2026

UTILITY CAPITAL PROJECTS FUND

	Prior Year Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Life to Date Amended Budget	Current Year Actual	Current Year Encumbrances	Prior Year Expenditure	Project Budget Balance
<b>REVENUES</b>								
Interest Income		\$ 807,800	\$ -	\$ 807,800	\$ 841,529			
Bond Proceeds		26,538,619	-	26,538,619	-			
Grant Revenue		-	-	-	-			
Transfers In		-	-	-	-			
Transfers In - Impact Fee Funds		6,868,378	-	6,868,378	6,868,378			
Transfers In - Drainage Fund		200,000	-	200,000	200,000			
Total Revenues		<u>\$ 34,214,797</u>	<u>\$ -</u>	<u>\$ 34,214,797</u>	<u>\$ 7,909,907</u>			
<b>EXPENDITURES</b>								
<b>Water Projects</b>								
Lower Pressure Plane 42"	\$ 18,931,100	\$ -	\$ (420,550)	\$ 18,510,550	\$ -	\$ -	\$ 18,510,550	\$ -
LPP Water Line Phase, 2A	9,000,000	-	(1,080,312)	7,919,688	42	-	7,919,646	-
Water Line Relocation-Frontier Park	6,900,000	-	-	6,900,000	2,618,018	1,441,658	1,554,570	1,285,753
Parks & Public Works, Phase 1	5,600,000	-	2,395,576	7,995,576	705,785	6,901,784	388,007	-
DNT (Prosper Trail - Frontier Parkw	23,785	-	-	23,785	-	-	3,585	20,200
Water Impact Fee Analysis	105,627	-	-	105,627	-	-	105,487	139
DNT Water Line Relocation	37,019	-	-	37,019	-	-	25,127	11,893
5 MG Ground Storage Tank	8,100,000	5,695,000	-	13,795,000	113,544	172,790	524,677	12,983,990
Craig Street 2 MG EST Rehabili	460,000	2,540,000	-	3,000,000	39,705	255,940	73,305	2,631,050
First Street (DNT - Coleman) - 12"	-	2,500,000	-	2,500,000	-	2,500,000	-	-
US 380 30-inch Water/8" WW Line Rel	-	1,800,000	-	1,800,000	-	1,018,600	-	781,400
Godwin Pkwy Materials	-	-	261,980	261,980	261,980	-	-	-
Unprogrammed Future Projects	356,728	-	-	356,728	-	-	-	356,728
<b>Wastewater Projects</b>								
Doe Branch Parallel Interceptor	16,253,327	-	-	16,253,327	3,750,000	-	3,750,000	8,753,327
Upper Doe Branch WW Line	8,025,000	-	(1,061,980)	6,963,021	1,230,469	1,129,320	4,573,501	29,731
Sewer Impact Fee Analysis	115,947	-	-	115,947	-	-	115,807	139
Doe Branch, Phase 3 WWTP	104,946,277	-	-	104,946,277	27,500,000	3,835	33,636,712	43,805,730
Wilson Creek WW Line	400,000	-	(94,714)	305,286	-	-	305,286	-
Denton ISD WW Line Reimburseme	531,622	-	-	531,622	-	-	-	531,622
Total Water & Wastewater Projects	<u>\$ 179,786,432</u>	<u>\$ 12,535,000</u>	<u>\$ -</u>	<u>\$ 192,321,431</u>	<u>\$ 36,219,542</u>	<u>\$ 13,423,927</u>	<u>\$ 71,486,261</u>	<u>\$ 71,191,702</u>
<b>Drainage Projects</b>								
Old Town Regional Retention Pond #2	\$ 98,386	\$ 200,000	\$ -	\$ 298,386	\$ -	\$ -	\$ 48,323	\$ 250,063
Doe Branch Creek Erosion Control	225,000	-	-	225,000	-	14,472	183,560	26,968
Total Drainage Projects	<u>\$ 323,386</u>	<u>\$ 200,000</u>	<u>\$ -</u>	<u>\$ 523,386</u>	<u>\$ -</u>	<u>\$ 14,472</u>	<u>\$ 231,883</u>	<u>\$ 277,031</u>
<b>Transfer Out</b>								
CIP Salaries - Water	\$ -	\$ 300,000	\$ -	\$ 300,000	\$ 300,000	\$ -	\$ -	\$ -
CIP Salaries - Wastewater	-	200,000	-	200,000	200,000	-	-	-
Total Expenses	<u>\$ 180,109,818</u>	<u>\$ 13,235,000</u>	<u>\$ -</u>	<u>\$ 193,344,817</u>	<u>\$ 36,719,542</u>	<u>\$ 13,438,399</u>	<u>\$ 71,718,144</u>	<u>\$ 71,468,733</u>
REVENUE OVER (UNDER) EXPENDITURES				\$ (159,130,020)	\$ (28,809,635)			
Beginning Fund Balance (Restricted for Capital Projects) October 1				115,732,372	115,732,372			
Ending Fund Balance (Restricted for Capital Projects) Current Month				<u>\$ (43,397,648)</u>	<u>\$ 86,922,737</u>			



## MUNICIPAL COURT

**To:** Mayor and Town Council

**From:** Judith Jacinto, Court Administrator

**Through:** Mario Canizares, Town Manager  
 Bob Scott, Deputy Town Manager  
 Chris Landrum, Finance Director  
 Ryan Patterson, Assistant Finance Director

**Re:** Associate Municipal Judge Agreement – Caprice Garcia  
 Town Council Meeting – March 24, 2026

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

**Agenda Item:**

Consider and act upon the appointment of an Associate Municipal Judge for a two-year term and authorize the Town Manager to execute an agreement for same.

**Description of Agenda Item:**

Article VII, Section 7.01.002 of the Town Charter allows Town Council to appoint an Associate Municipal Judge by the affirmative vote of a majority of the full membership of the Town Council. The Associate Municipal Judge is appointed to a term of two years and may be appointed to additional consecutive terms. If appointed, the Judge's term will begin May 1, 2026, and end on April 30, 2028.

Judge Caprice Garcia is a licensed attorney, currently serving as Municipal Judge over various municipalities. Judge Garcia is currently an independent contractor of the Town performing services such as judicial authorization of blood draws when authorized under state law. The Associate Municipal Judge will be compensated at a rate of one hundred fifty and no/100 dollars (\$150.00) per hour, billed in quarter (.25) hour increments, with a minimum of one hour's compensation guaranteed, which is reflected in the attached agreement.

**Budget Impact:**

Compensation for the Associate Municipal Judge is a budgeted item and is paid from the Judicial Services Account.

**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. Agreement

**Town Staff Recommendation:**

Town Staff recommend the Town Council appoint Judge Caprise Garcia as the Associate Judge for the Town of Prosper for a two-year term and authorize the Town Manager to execute an agreement for the same.

**Proposed Motion:**

I move to appoint Judge Caprise Garcia as the Associate Municipal Judge for the Town of Prosper for a two-year term and authorize the Town Manager to execute an agreement for the same.

**ASSOCIATE MUNICIPAL JUDGE AGREEMENT BETWEEN THE TOWN OF  
PROSPER, TEXAS, AND CAPRICE GARCIA**

**THIS ASSOCIATE MUNICIPAL JUDGE AGREEMENT BETWEEN THE TOWN OF PROSPER, TEXAS, AND CAPRICE GARCIA** (“Agreement”) is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between the Town of Prosper, Texas (“Town”), and Caprice Garcia (“Judge”), subject to the following terms and conditions.

***Section 1. Appointment and Term of Service.***

1. The Town, exercising its discretion pursuant to the laws of State of Texas, and in accordance with Section 4.03 of the Town’s Charter and ordinances, hereby appoints Caprice Garcia, a Texas municipal judge, as an Associate Municipal Judge for the Town with all the powers, rights and duties of said appointment and agrees to compensate the Judge for her services as hereinafter set forth.

2. Judge agrees to perform the services of Associate Municipal Judge in accordance with state law, the Town Charter and the Town’s Code of Ordinances, all as may be amended, and to maintain eligibility and the appropriate licenses, as may be required by law to serve in such capacity, commencing on May 1, 2026, and ending on April 30, 2028; however, nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Town to terminate the services of Judge at any time.

3. The Town and Judge agree that Judge shall possess all authority as authorized for Associate Municipal Judges under Texas law.

***Section 2. Duties.***

4. The Judge shall perform the functions and duties specified by the Code of Judicial Conduct, the Town of Prosper Charter and Code of Ordinances, the laws of the State of Texas, and all other applicable laws, and shall perform such other legally permissible and proper duties and functions as the Town shall assign from time to time. Upon request, the Judge shall provide the Town Council with periodic updates about her position and acts taken on behalf of the Town as an Associate Municipal Judge, either in writing or in person at scheduled Town Council meetings.

5. The Judge shall perform all services and duties customarily performed by Associate Municipal Judges in the State of Texas, including but not limited to judicial authorization for blood draws when authorized under state law for suspects alleged to have been driving a motor vehicle while intoxicated, consistent with the suspect’s constitutional, statutory and other legal rights guaranteed by state or federal law.

6. The Judge is required to keep abreast of federal law, state law, pertinent case law and local ordinances which in any way may affect her position as an Associate Municipal Judge. Although a recognized function of judicial discretion, the Judge shall endeavor to enforce the law consistently and within suggested state guidelines.

**Section 3.     *Applicable Terms and Conditions; Termination.***

7.     Judge shall perform all services in accordance with the Code of Judicial Conduct applicable to judges of courts in the State of Texas and agrees to conduct herself in a judicial demeanor at all times in performing her duties.

8.     Judge shall be, at all times and for all purposes, an independent contractor of the Town, as that term is defined by Texas legal authority. The Judge is not precluded from performing such legal services in maintaining her private practice of law, and nothing construed herein shall preclude her from maintaining her private legal practice.

9.     Judge hereby agrees not to knowingly undertake any legal matter that would compromise or conflict with her duties and responsibilities as an Associate Municipal Judge or otherwise knowingly undertake to represent a client on a legal matter against the Town.

10.    In the event Judge voluntarily resigns her position with Town before expiration of the aforesaid term, then Judge shall give Town 30 days' notice in advance, unless the parties otherwise agree.

**Section 4.     *Compensation***

11.    Compensation for the duties performed herein shall be at a rate of One Hundred and Fifty and No/100 Dollars (\$150.00) per hour, billed in quarter (.25) hour increments, with a minimum of one hour's compensation guaranteed and to be paid to Judge for services. Duties shall primarily include the review and issuance of warrants for blood draws, as referenced above, presented and prepared by the Prosper Police Department, including the setting aside of a reasonable amount of time to ensure all necessary documents are reviewed and signed as appropriate, when warranted by the law, and to conduct such other services as may be required from time-to-time as an Associate Municipal Judge. Judge shall make herself reasonably available to review and sign such documents, as appropriate, in a timely manner and use her education and professional expertise to ensure that, based on the information provided and/or obtained, all documents are properly completed to promote the enforceability of the same. Judge shall act in an independent, neutral and detached manner in accordance with the law.

12.    Judge shall not be entitled to any employee benefits, including but not limited to vacation leave, sick leave, retirement and pension system contribution, holidays, health insurance, long-term disability insurance, or retirement under the Texas Municipal Retirement System. Judge is an independent contractor, and not an employee of the Town.

13.    The Town shall pay Judge once per month on the last day of each month.

14.    The Town Council will endeavor to periodically evaluate Judge.

15.    The Town understands and agrees that certain judicial training is mandated by the State of Texas for Judge. Such training and expenses associated with such training, and payment therefor, if approved, shall be coordinated with the Town's Finance Director in advance of any

such training.

**Section 5. Bonding**

16. Town shall bear the full cost of any fidelity or other bonds that may be required of Judge under any law or ordinance requiring the same to be paid as a condition of the performance of an obligation or pursuant to duty in connection with Judge’s performance of her duties for the Town of Prosper.

**Section 6. General Provisions**

17. This Agreement consists of this document, upon which the parties have affixed their signatures, and those documents specifically incorporated herein by reference. This Agreement as so constituted is the entire agreement between the parties, with respect to the subject matter hereof, and supersedes all other previous statements, communications, or agreements, whether oral or written. No modification, alteration, or waiver of any provision hereof shall be binding upon the parties unless evidenced in writing and signed by both parties.

18. The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas, and any venue for any action concerning this Agreement shall be exclusively in Collin County, Texas.

19. In the event, one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and the Agreement shall be constructed as if such invalid, illegal, or unenforceable provision had never been contained in it.

**IN WITNESS WHEREOF**, the Town Manager, duly authorized, has signed and executed this Agreement on behalf of the Town, and Judge has signed and executed this Agreement, both in duplicate, the day and year first above written.

**ACKNOWLEDGED AND ACCEPTED:**

  
\_\_\_\_\_  
Caprice Garcia, Associate Municipal Judge

\_\_\_\_\_  
Mario Canizares, Town Manager  
Town of Prosper, Texas

March 3, 2026  
\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed



## TOWN ATTORNEY

**To: Mayor and Town Council**

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

**Through: Mario Canizares, Town Manager**

**Re: Code of Conduct Ordinance Amendments**

**Town Council Meeting – March 24, 2026**

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

#### **Agenda Item:**

Consider and act upon an ordinance amending Chapter 1, “General Provisions,” of the Code of Ordinances by amending Subsections (8) and (10) and adding a new Subsection (11) to Section 1.02.129 relative to the Code of Conduct for Town Councilmembers and amending Section 1.04.003(b) by amending Subsections (7) and (9) and adding a new Subsection (10) relative to the Code of Conduct for Town Board, Commission and Committee Members.

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

On March 10, 2024, the Town Council adopted Ordinance No. 2026-11 to provide for uniform standards of conduct for both Board, Commission and Committee Members and members of the Town Council. The attached Ordinance provides minor revisions to Ordinance No. 2026-11 to clarify the scope of subsections (8) and (10) of the Town Council Code of Conduct and subsections (7) and (9) of the Code of Conduct for Board, Commission and Committee Members. Both Codes contain an added provision that the ruling of the presiding officer may be appealed to the body as a whole, in conformity with Robert’s Rules of Order.

#### **Budget Impact:**

There is no budgetary impact affiliated with this item.

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

Ordinance has been approved by the Town Attorney.

#### **Attached Documents:**

1. Draft Ordinance

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

Town staff recommend the Town Council approve an ordinance amending Chapter 1, “General Provisions,” of the Code of Ordinances by amending Subsections (8) and (10) and adding a new Subsection (11) to Section 1.02.129 relative to the Code of Conduct for Town Councilmembers and amending Section 1.04.003(b) by amending Subsections (7) and (9) and adding a new Subsection (10) relative to the Code of Conduct for Town Board, Commission and Committee Members.

**Proposed Motion:**

Item 8.

I move to approve an ordinance amending amending Chapter 1, "General Provisions," of the Code of Ordinances by amending Subsections (8) and (10) and adding a new Subsection (11) to Section 1.02.129 relative to the Code of Conduct for Town Councilmembers and amending Section 1.04.003(b) by amending Subsections (7) and (9) and adding a new Subsection (10) relative to the Code of Conduct for Town Board, Commission and Committee Members.

TOWN OF PROSPER, TEXAS

ORDINANCE NO. 2026-\_\_

AN ORDINANCE OF THE TOWN OF PROSPER, TEXAS, AMENDING ORDINANCE NO. 2026-11 BY AMENDING SUBSECTIONS (8) AND (10) AND ADDING SUBSECTION (11) TO SECTION 1.02.129, "CODE OF CONDUCT FOR TOWN COUNCILMEMBERS," CONTAINED IN DIVISION 5, "RULES OF CONDUCT," OF ARTICLE 1.02, "TOWN COUNCIL," OF CHAPTER 1, "GENERAL PROVISIONS," OF THE CODE OF ORDINANCES OF THE TOWN OF PROSPER, TEXAS; AMENDNG SUSECTIONS (7) AND (9) AND ADDING SUBSECTION (10) TO SUBSECTION (b), "CONDUCT OF MEMBERS," TO SECTION 1.04.003, "CODE OF CONDUCT FOR TOWN BOARD, COMMISSION AND COMMITTEE MEMBERS," CONTAINED IN DIVISION 1, "GENERALLY," OF ARTICLE 1.04, "BOARDS, COMMISSIONS AND COMMITTEES," OF CHAPTER 1, "GENERAL PROVISIONS," OF THE CODE OF ORDINANCES OF THE TOWN OF PROSPER, TEXAS, BY CLARIFYING THE PROVISIONS OF SAID CODES OF CONDUCT; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on or about March 10, 2026, the Town of Prosper, Texas ("Town"), clarified provisions in its Code of Conduct for both Town councilmembers as well as board, commission and committee members, among others; and

WHEREAS, in an effort to further clarify said provisions, the Town Council deems it advisable to slightly revise the wording in said Codes of Conduct so there is no ambiguity regarding same.

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, Subsections (8) and (10) and a new Subsection (11) in Section 1.02.129, "Code of Conduct for Town Councilmembers," Division 5, "Rules of Conduct," of Article 1.02, "Town Council," of Chapter 1, "General Provisions," of the Code of Ordinances of the Town of Prosper, Texas, are hereby amended to read as follows:

**"ARTICLE 1.02 TOWN COUNCIL**

\* \* \*

**§ 1.02.129. Code of Conduct for Town Councilmembers.**

All Members of the Town Council:

\* \* \*

- (8) shall cease speaking immediately if called to order by the presiding officer and shall not continue speaking until the question of order is determined. If ruled to be in order, the Town Councilmember shall be permitted to proceed. If ruled not to be in order, the Town Councilmember shall remain silent or make additional remarks in compliance with the ruling of the presiding officer;

\* \* \*

- (10) may be subject to removal from the meeting if they fail to comply with the ruling of the presiding officer.
- (11) Any ruling of the presiding officer may be subject to an immediate appeal by a member of the Town Council. Such appeal shall be made by motion and must be seconded.”

**SECTION 3**

From and after the effective date of this Ordinance, Subsections (7) and (9) and a new Subsection (10) in Subsection (b), “Conduct of Members,” of Section 1.04.003, “Code of Conduct for Town Board, Commission and Committee Members,” of Division 1, “Generally,” of Article 1.04, “Boards, Commissions and Committees,” of Chapter 1, “General Provisions,” of the Code of Ordinances of the Town of Prosper, Texas, are hereby amended to read as follows:

**“ARTICLE 1.04      BOARDS, COMMISSIONS AND COMMITTEES**

\* \* \*

**Sec. 1.04.003      Code of Conduct for Town Board, Commission and Committee Members.**

\* \* \*

(b) Conduct of Members. All Members:

- (7) shall cease speaking immediately if called to order by the presiding officer and shall not continue speaking until the question of order is determined. If ruled to be in order, the Member shall be permitted to proceed. If ruled not to be in order, the Member shall remain silent or make additional remarks in compliance with the ruling of the presiding officer;

\* \* \*

- (10) may be subject to removal from the meeting if they fail to comply with the ruling of the presiding officer.
- (11) Any ruling of the presiding officer may be subject to an immediate appeal by a Member. Such appeal shall be made by motion and must be seconded.”

**SECTION 5**

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 6**

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 7**

This Ordinance shall become effective after its passage.

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 24TH DAY OF MARCH, 2026.**

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

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



## TOWN ATTORNEY

**To: Mayor and Town Council**

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

**Through: Mario Canizares, Town Manager**

**Re: Amendment to High Weeds and Grass Ordinance**

**Town Council Meeting – March 24, 2026**

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

**Agenda Item:**

Consider and act upon an ordinance amending Section 6.03.002, “Regulation of weeds, rubbish, brush, and other objectionable, unsightly, or unsanitary matter,” of Article 6.03, “Maintenance of Property,” of Chapter 6, “Health and Sanitation,” of the Town’s Code of Ordinances by defining a nuisance and extending nuisance control areas 5,000 feet outside the Town’s corporate boundaries, pursuant to state law.

**Description of Agenda Item:**

At the March 10, 2026, Town Council meeting, an ordinance was adopted that provided when noise may be considered a nuisance. As was addressed in the documentation describing when noise may constitute a nuisance, state law provides that the governing body of a municipality may undertake measures to address any nuisance within the limits of the municipality. Additionally, pursuant to Section 217.042 of the Texas Local Government Code, the Town, as a home-rule municipality, may define and prohibit any nuisance within the limits of the Town and within five thousand feet (5,000’) outside the corporate limits of the municipality and further, may enforce all ordinances necessary to prevent and summarily abate and remove a declared nuisance. The attached amendment to Section 6.03.002 accomplishes this by providing that weeds, rubbish, brush and other objectionable, unsightly or unsanitary matter may constitute a nuisance both in the corporate limits of the Town and within the foregoing 5,000-foot area. As such, the Town may regulate such nuisances both inside the Town’s corporate limits and in the 5,000-foot area.

**Budget Impact:**

There is no financial impact to the Town.

**Legal Obligations and Review:**

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

**Attached Documents:**

1. Draft Ordinance

**Town Staff Recommendation:**

Town Staff recommends the Town Council approve the attached ordinance.

Item 9.

**Proposed Motion:**

I move to approve an ordinance amending Section 6.03.002, "Regulation of weeds, rubbish, brush, and other objectionable, unsightly, or unsanitary matter," of Article 6.03, "Maintenance of Property," of Chapter 6, "Health and Sanitation," of the Town's Code of Ordinances by defining a nuisance and extending nuisance control areas 5,000 feet outside the Town's corporate boundaries, pursuant to state law.

TOWN OF PROSPER, TEXAS

ORDINANCE NO. 2026-\_\_

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, AMENDING SECTION 6.03.002, "REGULATION OF WEEDS, RUBBISH, BRUSH, AND OTHER OBJECTIONABLE, UNSIGHTLY, OR UNSANITARY MATTER," OF ARTICLE 6.03, "MAINTENANCE OF PROPERTY," OF CHAPTER 6, "HEALTH AND SANITATION," OF THE TOWN'S CODE OF ORDINANCES BY DEFINING A NUISANCE AND ADDING A PROVISION THAT AN AREA WITHIN 5,000 FEET OF THE TOWN'S CORPORATE LIMITS MAY BE SUBJECT TO REGULATION; MAKING FINDINGS; 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 of Prosper, Texas ("Town"), is a home-rule municipality under the laws of the State of Texas and is duly incorporated; and

**WHEREAS**, the Town possesses the full power of self-government, as authorized by the Texas Constitution and the Town's duly adopted Charter; and

**WHEREAS**, as an additional means to address complaints related to high grass and weeds, and other unsightly and unsanitary conditions, it is necessary to amend the Town's current noise ordinance and nuisance provisions as set forth in this Ordinance; and

**WHEREAS**, pursuant to Texas Local Government Code Section 217.022, the governing body of a municipality may undertake measures to address any nuisance within the limits of the municipality; and

**WHEREAS**, the Town, as a home-rule municipality, pursuant to Texas Local Government Code Section 217.042, may define and prohibit any nuisance within the limits of the municipality and within five thousand feet (5,000') outside the corporate limits of the municipality and further, may enforce all ordinances necessary to prevent and summarily abate and remove a declared nuisance; and

**WHEREAS**, the Town Council has determined that this Ordinance is in the best interests of the Town and the health, safety and welfare of its residents.

**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, Section 6.03.002, "Regulation of weeds, rubbish, brush, and other objectionable, unsightly, or unsanitary matter," of Article 6.03, "Maintenance of Property," of Chapter 6, "Health and Sanitation," of the Town's Code of Ordinances is hereby amended to read as follows:

**"§ 6.03.002. Regulation of weeds, rubbish, brush, and other objectionable, unsightly, or unsanitary matter.**

- (a) The owner or occupant of any property or a portion thereof, occupied or unoccupied, shall not keep, store, allow, maintain, permit, or accumulate upon any property any refuse, trash and debris, stagnant water, filth, carrion, junk, garbage, impure or unwholesome matter, or objectionable, unsightly, or unsanitary matter that:
- (1) Is visible from a street or alley;
  - (2) Creates or may create an unsanitary condition likely to attract or harbor mosquitoes, rodents, vermin, or disease carrying pests; or
  - (3) Emits a noxious odor.
- (b) The owner or occupant of any property or a portion thereof, occupied or unoccupied, within the town, shall not allow, maintain, or permit upon any property grass, weeds, brush, or other unsightly vegetation to grow thereon to a height greater than 12 inches. Such property shall include the area between the property and the curb or edge of pavement of any adjacent street or alley. With respect to uncultivated or agricultural properties, the owner or occupant of such property shall be required to maintain grass, weeds, brush, or other unsightly vegetation to a height less than 12 inches only within 100 feet of any adjacent street, alley, or property of different ownership.
- (c) A violation of this Section 6.03.002 is hereby declared to be a nuisance if it exists within the corporate limits of the town or within 5,000 feet of such limits. It shall further be unlawful for a person who owns, manages, or controls a property to allow such property to be used in a manner that violates this section."

## 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 five hundred dollars (\$500.00), 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 AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 24TH DAY OF MARCH, 2026.**

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

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

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



## ADMINISTRATION

**To: Mayor and Town Council**

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

**Through: Mario Canizares, Town Manager**

**Re: Lease Agreement for Placement of Cell Antenna on the Town Water Tower at 1880 Newpark Way**

**Town Council Meeting – March 24, 2026**

**Strategic Visioning Priority: Accelerate Infrastructure Delivery**

**Agenda Item:**

Consider authorizing the Town Manager to execute a lease agreement with New Cingular Wireless PCS, LLC, for the installation of an AT&T wireless service antenna on the Town water tower at 1880 Newpark Way.

**Description of Agenda Item:**

AT&T has requested a lease agreement for the placement of a wireless service antenna on the Town’s water tower along with any necessary ground equipment at 1880 Newpark Way just off First Street, east of Preston Road. The town currently has other providers utilizing this tower for wireless antennas.

The agreement is consistent with the other providers with a monthly payment of \$2,750 per month with a 3% increase after five years. Another provider on the tower is currently paying \$2,883 per month after a 3% increase to their payment after five years.

Allowing this lease will provide improved wireless service to the community as Prosper continues to grow and demand for consistent mobile wireless services increases.

**Budget Impact:**

Additional annual revenue of \$33,000.

**Legal Obligations and Review:**

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

**Attached Documents:**

1. Agreement
2. Location Map

**Town Staff Recommendation:**

Town Staff recommend the Town Council approve authorizing the Town Manager to execute a lease agreement with New Cingular Wireless PCS, LLC, for the installation of an AT&T wireless service antenna on the Town water tower at 1880 Newpark Way.

**Proposed Motion:**

I move to approve/deny authorizing the Town Manager to execute a lease agreement with New Cingular Wireless PCS, LLC, for the installation of an AT&T wireless service antenna on the Town water tower at 1880 Newpark Way.

Market: North Texas  
Cell Site Number: DDL00400  
Cell Site Name: DDL00400  
Search Ring Name: DDL00400  
Fixed Asset Number: 15682089

**TOWER SITE LEASE AGREEMENT**

**THIS TOWER SITE LEASE AGREEMENT** (this "Lease") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2026 ("Execution Date") by and between the Town of Prosper, Texas, a Texas municipal corporation ("Landlord"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 ("Tenant").

**1. Premises.** Subject to the following terms and conditions, Landlord leases to Tenant a portion of the real property (the "Property") described in Exhibit A, attached hereto and incorporated by reference. Tenant's use of the Property shall be limited to that portion of the Property, together with temporary easements for access and utilities, described and depicted in the site plan attached hereto as Exhibit B and incorporated by reference (collectively referred to hereinafter as the "Premises"). The Premises, located at 1880 Newpark Way in the Town of Prosper, Collin County, Texas, are comprised of approximately 400 square feet.

**2. Term.** The initial term of this Lease shall be five (5) years, commencing on the first day of the month following the date that Tenant commences construction (the "Commencement Date") and terminating at midnight on the last day of the sixtieth (60th) full month following the Commencement Date. This Lease will automatically renew for five (5) additional five (5) year Term(s) (the "Extension Term"), upon the same terms and conditions (except Rent, which shall be subject to Paragraph 6 of this Lease) unless the Tenant notifies the Landlord in writing of Tenant's intention not to renew this Lease at least ninety (90) days prior to the expiration of the existing Term.

**3. Permitted Use.** The Premises may be used by Tenant only for permitted uses, which are (i) the transmission and reception of communications signals; (ii) the construction, alteration, maintenance, repair, replacement and relocation of related facilities, antennas and equipment as defined in Paragraph 7; and (iii) activities related to any of the foregoing. Tenant shall obtain (prior to or after the Commencement Date), at Tenant's expense, all licenses and permits or authorizations required for Tenant's use of the Premises from all applicable government and/or regulatory entities (the "Governmental Approvals").

**4. Rent.** Upon the Commencement Date, Tenant shall pay Landlord, as rent, the sum of Two Thousand Seven Hundred Fifty Dollars and No Cents (\$2,750.00) per month ("Rent"). Rent shall be payable on the first day of each month, in advance, to the Town of Prosper, at Landlord's address specified in Paragraph 14, below. If the Commencement Date should be other than the first day of a calendar month, Rent shall be prorated to the end of that calendar month. If this Lease is terminated at a time other than on the last day of a month, Rent shall be prorated as of the date of termination for any reason other than a default by Tenant.

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**5. Holdover Rent.** If Tenant shall remain in possession of the Premises at the expiration of this Lease or any Extension Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease, except as to Rent, which shall be fifteen percent (15%) over the most recent Term's monthly Rent.

**6. Extended Term Rent.** Upon the extension of this Lease as provided for in Section 2, Rent shall increase by three percent (3%) over the most recent Term's monthly Rent for each and every Extended Term.

**7. Interference.**

(A) Tenant shall not use the Premises in any way that interferes with the use of the Property by Landlord, or tenants or licensees of Landlord, with rights to the Property prior in time to Tenant's (subject to Tenant's rights under this Lease, including non-interference). Such interference shall be deemed by Landlord a material breach and, upon notice to Tenant, may terminate said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, Landlord shall have the right, in addition to any rights that it may have at law or in equity, to bring action to enjoin such interference or to terminate this Lease immediately. Landlord makes no warranty or representation, express or implied, that the airspace used by Tenant will be free of electronic or other interference.

(B) Landlord shall not use, nor will Landlord permit its employees, tenants, licensees, invitees or agents to use, any portion of the Property in any way that interferes with the operations of Tenant or the rights of Tenant under this Lease, provided none of the users have any right to the Property upon the Commencement Date of this Lease. Landlord shall endeavor to promptly cause any such interference to cease after receipt of notice of interference from Tenant. In the event any such interference to Tenant's operations does not cease within the Cure Period, as defined in Paragraph 9, then the parties acknowledge that Tenant will have the option to terminate this Lease immediately.

**8. Improvements; Utilities; Access.**

(A) Tenant shall have the right, at its expense, to erect and maintain on the Premises the following improvements, personal property and facilities as shown in Exhibit C Construction Drawings, related equipment, cables, accessories, improvements, equipment shelters or cabinets, fencing and any other items necessary to the successful and secure use of the Premises (collectively the "Communication Facilities"). Landlord shall approve the location of such all improvements including the Communication Facilities. Tenant shall submit the construction plans and specifications for the Communication Facilities to Landlord for Landlord's approval, which approval shall not be unreasonably withheld or delayed; however, if Landlord has not responded

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to Tenant within fourteen (14) days of receipt of such plans and specifications, the plans and specifications shall be deemed disapproved by Landlord. With the prior written consent of Landlord, Tenant shall have the right to replace or upgrade the Communication Facilities at any time during the term of this Lease, subject to the prior written approval of Landlord. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. The Communication Facilities shall remain the exclusive property of Tenant. Tenant shall have the right to remove the Communication Facilities upon the termination of this Lease; provided, however, that Tenant shall return the Premises to Landlord in the same condition as of the date of this Lease, reasonable wear and tear and damage by casualty excepted.

(B) Tenant shall, at Tenant's expense, keep and maintain the Premises and all buildings and improvements now or hereafter located thereon in good condition and repair during the term of this Lease. Further, Tenant shall perform all landscape maintenance and related landscape services on the Premises, including but not limited to the planting of all trees, shrubs, land cover and other related landscape features, all as approved by the Town or its designee, and payment for maintenance and upkeep of same. Upon termination of this Lease, the Premises shall be returned to Landlord in the same condition as of the date of this Lease, reasonable wear and tear and damage by casualty excepted.

(C) Tenant shall pay any utility charges due to Tenant's use of the Premises. Tenant shall not use utilities installed by or for Landlord. Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Premises (including, but not limited to the installation of emergency power generators). Upon termination of this Lease, Tenant shall remove all utilities installed for Tenant.

(D) As partial consideration for rent paid under this Lease, Landlord hereby grants Tenant a temporary easement ("Easement") for ingress, egress, utilities, telecommunications services and access (including access as described in Paragraph 1) to the Premises adequate to service the Premises and the Communication Facilities at all times during the term of this Lease. Upon notice, Landlord shall have the right, at Landlord's sole expense, to relocate the Easement to Tenant, provided such new location shall not materially interfere with Tenant's operations. Any Easement provided hereunder shall terminate upon the termination of this Lease.

(E) Tenant and Landlord shall have 24-hours-a-day, 7-days-a-week access to the Premises at all times during the term of this Lease. Landlord agrees to notify Tenant at AT&T NOC 1-800-638-2822 at least 24 hours in advance prior to entering the Communications Facilities for any reason, except in cases of emergency.

(F) Landlord reserves the right, at any time, to perform any type of maintenance and/or repair on the Property; provided however, except in emergency situations, if any maintenance and/or repair work will substantially affect Tenant's permitted uses of the Premises, Landlord will use its best efforts to provide Tenant with at least ninety (90) days' prior written notice of the intended repair and/or maintenance

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work, along with a schedule showing dates and duration of such repair and/or maintenance work. Landlord shall also provide Tenant with the opportunity, at Tenant's cost and expense, to temporarily relocate and continue to operate its antennas, or otherwise to secure the antennas or the Communication Facilities generally, to protect them from damage. Tenant shall be permitted to install temporary facilities necessary to keep its Communication Facilities operational, subject to Landlord's prior written consent, which consent shall not be unreasonably withheld. Further, any maintenance will be conducted by Landlord as diligently and expeditiously as possible. If any temporary facilities are installed as a result of this paragraph, Tenant shall remove said temporary facilities immediately upon Landlord's completion of any maintenance and/or repair work.

**9. Termination.** If either party breaches any provision of this Agreement, the non-breaching party shall give the other party written notice of the breach. If the breaching party has not cured the breach within thirty (30) days of such notice ("Cure Period"), except as otherwise provided herein, this Lease may be terminated by the non-breaching party, without any penalty or further liability of the non-breaching party, as follows:

- (A) Failing to pay Rent when due.
- (B) Failing to pay taxes, assessments, insurance payments or other charges required to be paid by Tenant under this Lease.
- (C) Failing to use, maintain and operate the Premises as required by this Lease.
- (D) Assigning or subletting the Premises without the prior written consent of Landlord, except as permitted by Paragraph 17.
- (E) Committing waste on the Premises.
- (F) Maintaining, committing or permitting the maintenance or commission of a nuisance on the Premises.
- (G) Denying Landlord access to the Premises.
- (H) Using the Premises for any unlawful purpose, whether the purpose is in addition to or in lieu of, the uses specifically permitted by this Lease.
- (I) Failing to comply with the terms and conditions of this Lease within the Cure Period.
- (J) At the time the Property transfers to a condemning authority, pursuant to a taking of all or a portion of the Property sufficient in Tenant's determination to render the Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking.
- (K) Failure to commence construction two (2) years after the Execution Date.

**10. Effect of Termination.** No termination of this Lease shall relieve either party from paying any sum or sums then due and payable under this Lease, or from any claims for damages accruing under this Lease. No termination will prevent either party enforcing payment of the sum or sums or claims for damages by any remedy provided by law. The rights and remedies under this Lease are cumulative and non-exclusive, and the parties may pursue any of those rights and remedies or any other remedies

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provided by Texas law.

**11. Waiver.** No waiver by either party of a breach of any provision of this Lease may be deemed or alleged to be a continuing waiver or a waiver of any other breach, whether the same or of any other covenant, condition or restriction of this Lease.

**12. Insurance.** Tenant, at its own expense, shall provide and maintain in force during the term of this Lease a commercial general liability insurance (covering bodily injury, including death, and property damage) in the amount of Two Million Dollars (\$2,000,000.00) per occurrence and in the aggregate and include Landlord as an additional insured by endorsement as respects to this Lease, with one (1) or more insurance companies eligible to transact business in Texas. Tenant shall provide Landlord with a certificate of insurance indicating such coverage prior to beginning any activities under this Lease. Tenant shall provide to Landlord a notice in writing for any cancellation not less than thirty (30) days prior to the effective date unless replaced. All insurance shall be with companies with a "Best's" Insurance Rating of A- VII or Better.

**13. Hold Harmless/Release.**

(A) Tenant shall defend, indemnify and hold harmless Landlord and its Town Council members, officers, agents, representatives and employees from any and all claims, demands, liabilities and expenses (including reasonable attorney's fees and costs of defense) arising from the conduct or management of Tenant's business on the Premises or from its use of the Premises, except for claims, demands, liabilities and expenses arising from the negligence or willful misconduct of Landlord; or from any act or negligence of Tenant, its agents, contractors, employees, subtenants or licensees in or about the Premises. If any action or proceeding is brought against Landlord by reason of any such claim, Tenant, upon written notice from Landlord, will defend the action or proceeding by counsel acceptable to Landlord.

(B) Tenant hereby further releases, waives, discharges, holds harmless, indemnifies and agrees not to sue Landlord, its Town Council members, officers, agents, employees, and representatives (hereinafter referred to as the "Releasees"), for any and all rights and claims arising from the Communication Facilities and related equipment, in connection with the uses described herein and/or the performance of this Agreement, except for claims arising from the negligence or willful misconduct of the Releasees. The release and waiver shall be binding on Tenant, its officers, directors, agents, employees, representatives, servants and assigns.

**14. Notices.** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following:

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Search Ring Name: DDL00400  
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If to Landlord : Town Manager  
P.O. Box 307  
Prosper, Texas 75078

For Notices of Default to Tenant:

(a) To Tenant's Lease Administration Department by email at [NoticeIntake@att.com](mailto:NoticeIntake@att.com); and

(b) To Tenant's Law Department via first class certified or registered mail, return receipt requested or by a nationally recognized overnight courier, postage prepaid, addressed to:

New Cingular Wireless PCS, LLC  
Attn.: Legal Dept - Network Operations  
Re: Cell Site #: DDL00400; Cell Site Name: DDL00400 (TX)  
Fixed Asset #: 15682089  
208 S. Akard Street  
Dallas, TX 75202-4206

All other notices will be sent to Tenant's Lease Administration Department by email at [NoticeIntake@att.com](mailto:NoticeIntake@att.com) with the FA#, Cell Site #, and Cell Site Name in the email subject line

Notices by email to Tenant's Lease Administration Department will be effective on the first calendar day after it was sent unless the sender receives an automated message that the email has not been delivered. Electronic mail shall be sent with a read receipt, but a read receipt shall not be required to establish that notice was given and received. All other notices shall be effective when properly sent and received or refused, unless returned undelivered.

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party hereto as provided herein.

**15. Title and Authority.** Landlord covenants and warrants to Tenant that Landlord has the full right, power and authority to execute this Lease; it has good and unencumbered title to the Premises free and clear of any liens or mortgages, except those disclosed to Tenant. Landlord covenants that Tenant may quietly enjoy the premises.

**16. Environmental Laws.** Landlord and Tenant each represent, warrant and covenant that it will conduct its activities on the Property in compliance with all applicable state and/or federal environmental laws. Landlord and Tenant shall each be responsible for its own environmental liabilities that relate to or arise from its respective activities on the Property to the extent required by law.

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**17. Assignment and Subleasing.** Tenant may assign or sublease this Lease, in whole or in part, without Landlord's consent, to the Tenant's principal, affiliates, subsidiaries, subsidiaries of its principal or to any entity which acquires all or substantially all of the Tenant's assets in the market defined by the Federal Communications Commission (FCC) in which the Property is located by reason of a merger, acquisition, or other business reorganization. Tenant may not assign or sublease this Lease without the prior written approval of Landlord. Additionally, Tenant may, with the prior written consent of Landlord, mortgage or grant a security interest in this Lease and the Communication Facilities. Otherwise, this Lease is not assignable without the prior written consent of Landlord.

**18. Successors and Assigns.** This Lease shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

**19. Miscellaneous Provisions.**

(A) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind that are not set forth herein. Any amendments to this Lease must be in writing and executed by both parties.

(B) If either party is represented by a real estate broker in this transaction, that party shall be fully responsible for any fee due such broker and shall hold the other party harmless from any claims for commission by such broker.

(C) This Lease shall be construed in accordance with the laws of the State of Texas. Exclusive venue shall be in Collin County, Texas.

(D) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect,

(E) This Lease may be executed in any number of counterparts and all such counterparts shall be deemed to constitute a single lease, and the execution of one (1) counterpart by any Landlord shall have the same force and effect as if he had signed all the other counterparts.

(F) Notwithstanding anything herein to the contrary, neither Landlord nor Tenant shall be liable for the failure to perform its respective duties under this Lease if such failure is caused by a catastrophe, riot, war, governmental order or regulation, fire, accident, act of God, or other similar or different contingency beyond the reasonable control of Landlord or Tenant.

(G) The parties agree that Landlord has not waived its sovereign immunity by

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entering into and performing its obligations under this Lease.

(H) Tenant will maintain its equipment in compliance with FCC guidelines. Landlord agrees, if required by the FCC, to allow Tenant to post warning signs, in a location approved by Landlord and in accordance with the Town of Prosper's Code of Ordinances, as it exists or may be amended, for the purpose of complying with FCC guidelines.

(I) After five (5) years, Tenant may terminate this Lease upon ninety (90) days' written notice to Landlord.

(J) Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties hereto do not intend to create any third party beneficiaries by entering into this Agreement.

(K) The parties hereto agree that irreparable damage would occur if any of the provisions of this Agreement were not performed in accordance with their specified terms or were otherwise breached. Therefore, the parties hereto agree the parties shall be entitled to injunctive relief to prevent breaches of the provisions of this Agreement and to enforce specifically the terms and provisions of the Agreement this being in addition to any other remedy to which the parties are entitled at law or in equity.

(L) Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.

**IN WITNESS WHEREOF**, the parties have caused this Lease to be duly executed as of the date first above written.

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**LANDLORD:**

**TOWN OF PROSPER, TEXAS**

By: \_\_\_\_\_  
Mario Canizares, Town Manager,  
Town of Prosper

**STATE OF TEXAS       §**  
                                  **§**  
**COUNTY OF COLLIN   §**

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Maro Canizares, Town Manager of the Town of Prosper, Texas, on behalf of the Town of Prosper.

\_\_\_\_\_  
Notary Public, State of Texas

Market: North Texas  
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**TENANT:**

**NEW CINGULAR WIRELESS PCS,  
LLC**

By: AT&T Mobility Corporation  
Its: Manager

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

**STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §**

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, \_\_\_\_\_ on behalf of \_\_\_\_\_, in the capacity herein stated.

\_\_\_\_\_  
Notary Public, State of Texas

Market: North Texas  
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## EXHIBIT A

### Legal Description of the Property

Being all that certain lot, parcel, or tract of land located in the ELISHA CHAMBERS SURVEY, Abstract No. 179, and the Collin County School Land, Abstract No. 172, Prosper, Collin County, Texas, and being part of a tract of land described in deed to Prosper Falls Development, LLC, recorded in Instrument No. 20150220000185180, Official Public Records, Collin County, Texas, and being more particularly described as follows:

Commencing at a point for corner in the North line of Prosper Trails, a variable width right-of-way, at the Southeast corner of a tract of land described in deed to Deion Sanders, recorded in Volume 4230, Page 140, Deed Records, Collin County, Texas;

Thence North  $89^{\circ}09'12''$  East, along said North line, a distance of 744.69 feet to a 1/2-inch iron rod with yellow plastic cap stamped "RPLS 5310" set for corner;

Thence Northerly, Easterly, and Southwesterly, passing through said Prosper Falls Development, LLC tract, the following seven (7) courses and distances:

Thence North  $85^{\circ}40'16''$  West, a distance of 74.25 feet to a 1/2 inch iron rod with yellow plastic cap stamped "RPLS 5310" set for corner;

Thence North  $01^{\circ}16'07''$  East, a distance of 28.32 feet to a 1/2-inch iron rod with yellow plastic cap stamped "RPLS 5310" set for corner at the PLACE OF BEGINNING of the tract described herein;

Thence North  $01^{\circ}16'07''$  East, a distance of 258.93 feet to a 1/2-inch iron rod with yellow plastic cap stamped "RPLS 5310" set for corner;

Thence South  $88^{\circ}43'53''$  East, a distance of 97.67 feet to a 1/2 inch iron rod with yellow plastic cap stamped "RPLS 5310" set for corner at the beginning of a non-tangent curve to the left, having a central angle of  $119^{\circ}23'27''$ , a radius of 60.00 feet, and a chord bearing and distance of North  $65^{\circ}07'50''$  East, 105.60 feet;

Thence Northeasterly, along said curve to the left, an arc distance of 125.03 feet to a 1/2-inch iron rod with yellow plastic cap stamped "RPLS 5310" set for corner;

Thence South  $70^{\circ}54'30''$  Feet a distance of 126.70 feet to a 1/2-inch iron rod with yellow plastic cap stamped "RPLS 5310" set for corner;

Thence South  $19^{\circ}05'30''$  West, a distance of 270.40 feet to a 1/2-inch iron rod with yellow plastic cap stamped "RPLS 5310" set for corner;

Thence South  $89^{\circ}14'50''$  West, along said North line, a distance of 42.97 feet to a 1/2-inch iron rod with yellow plastic cap stamped "RPLS 5310" set for corner;

Thence South  $89^{\circ}09'12''$  West, continuing along said North line, a distance of 185.72 feet to the PLACE OF BEGINNING and containing 71,402 square feet or 1.639 acres of land.



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## EXHIBIT C

### Construction Drawings





6000 LAS COLINAS BLVD.  
IRVING, TX 75039



**BROADUS SERVICES**  
4 COUNTRY PLACE CIRCLE  
DALLAS/HOUSTON GARDENS  
TEXAS 75046

AT&T SITE NUMBER:  
DDL00400

AT&T SITE NAME:  
DDL00400

FA CODE:  
15682089

PAGE ID:  
MRNTX075161

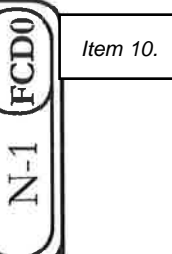
1880 NEWPARK WAY  
PROSPER, TX 75078

EXISTING WATER TOWER



ISSUED FOR:

NO.	DATE	BY	DESCRIPTION	PROJECT
1	12/14/90	AL	ISSUED FOR	
2	12/14/90	AL	ISSUED FOR	
3	12/14/90	AL	ISSUED FOR	
4	12/14/90	AL	ISSUED FOR	
5	12/14/90	AL	ISSUED FOR	
6	12/14/90	AL	ISSUED FOR	
7	12/14/90	AL	ISSUED FOR	
8	12/14/90	AL	ISSUED FOR	
9	12/14/90	AL	ISSUED FOR	
10	12/14/90	AL	ISSUED FOR	



Item 10.

D. THE SITE AREA WILL BE BROUGHT TO SUB-BASE COURSE ELEVATION AND THE ACCESS ROAD TO BASE COURSE ELEVATION PRIOR TO FORMING FOUNDATIONS.

E. IF REQUIRED, GRADE, SEED, FERTILIZE AND MULCH DISTURBED AREAS IMMEDIATELY AFTER BRINGING THE SITE AND ACCESS ROAD TO BASE COURSE ELEVATION. WATER TO ENSURE GROWTH.

F. REMOVE GRAVEL FROM TEMPORARY CONSTRUCTION ZONE.

1.6 SUBMITTALS

A. BEFORE CONSTRUCTION

1. IF LANDSCAPING IS APPLICABLE TO THE SCOPE OF THE CONTRACT, REFER TO THE LANDSCAPING PLAN INCLUDED HEREIN. IF A LANDSCAPING ALLOWANCE WAS INCLUDED WITH COSTS UNDER NURSERYMAN'S LETTERHEAD, GENERAL CONTRACTOR SHALL REFER TO SITE PLAN FOR LANDSCAPING REQUIREMENT.

2. SUBMIT FOR APPROVAL THE SPECIFICATIONS OF THE PROPOSED SURFACE COURSE MATERIAL

B. AFTER CONSTRUCTION

1. MANUFACTURER'S DESCRIPTION OF PRODUCT ON GRASS SEED AND FERTILIZER, IF REQUIRED.

2. LANDSCAPING WARRANTY STATEMENT, IF REQUIRED.

1.7 WARRANTY

A. IN ADDITION TO THE WARRANTY ON ALL CONSTRUCTION COVERED IN THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL REPAIR ALL DAMAGE OF SURROUNDING PROPERTY CAUSED BY CONSTRUCTION.

B. DISTURBED AREAS WILL REFLECT GROWTH OF (N) GRASS COVER PRIOR TO FINAL INSPECTION.

C. LANDSCAPING, IF INCLUDED WITHIN THE SCOPE OF THE CONTRACT, WILL BE GUARANTEED FOR ONE YEAR FROM DATE OF FINAL INSPECTION.

1.8 CONTRACTOR OBLIGATIONS

A. CONTRACTOR SHALL AT THEIR OWN EXPENSE CARRY AND MAINTAIN FOR THE DURATION OF THE PROJECT ALL INSURANCE AS REQUIRED AND LISTED AND SHALL NOT PRESENT AN ORIGINAL CERTIFICATE OF INSURANCE STATING ALL COVERS TO THE OWNER. REFER TO THE MASTER AGREEMENT FOR REQUIRED INSURANCE LIMITS.

B. THE OWNER SHALL BE NAMED AS AN ADDITIONAL INSURED ON ALL POLICIES.

C. CONTRACTOR MUST PROVIDE PROOF OF INSURANCE.

1.9 PRODUCTS AND SUBSTITUTIONS

A. SUBMIT 3 COPIES OF EACH REQUEST FOR SUBSTITUTION. IN EACH REQUEST IDENTIFY THE PRODUCT OR MATERIAL TO BE REPLACED BY THE SUBSTITUTION. INCLUDE RELATED SPECIFICATION SECTION AND DRAWING NUMBERS AND COMPLETION DOCUMENT SHOWING COMPLIANCE WITH THE REQUIREMENTS FOR SUBSTITUTIONS.

B. SUBMIT ALL NECESSARY PRODUCT DATA AND CUT SHEETS OF MATERIALS TO BE SUBSTITUTED. THE CONTRACTOR SHALL, IF DEEMED NECESSARY BY APPROVAL IN LEV OF CUT SHEETS.

1.10 QUALITY ASSURANCE

A. ALL WORK SHALL BE IN ACCORDANCE WITH APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS. THESE SHALL INCLUDE BUT NOT BE LIMITED TO THE LATEST VERSION OF ANS/ISA - 225 - F

B. SUBMIT ALL NECESSARY PRODUCT DATA AND CUT SHEETS OF MATERIALS TO BE SUBSTITUTED. THE CONTRACTOR SHALL, IF DEEMED NECESSARY BY APPROVAL IN LEV OF CUT SHEETS.

1.11 ADMINISTRATION

A. BEFORE THE COMMENCEMENT OF ANY WORK, THE CONTRACTOR SHALL ACT AS A SINGLE POINT OF CONTACT FOR ALL PERSONNEL INVOLVED IN THIS PROJECT. THIS PROJECT WILL BE SUBMITTED TO THE PROJECT MANAGER PRIOR TO THE COMMENCEMENT OF ANY WORK.

B. SUBMIT A BAR TYPED PROGRESS CHART NOT MORE THAN 3 DAYS AFTER THE DATE ESTABLISHED FOR COMMENCEMENT OF THE WORK ON THE SCHEDULE, INDICATING A TIME SCHEDULE FOR THE WORK TO BE PERFORMED AT SITE, PROPERLY SEQUENCED AND COORDINATED WITH OTHER ELEMENTS OF WORK AND SHOWING COMPLETION DATE ESTABLISHED FOR SUBSTANTIAL COMPLETION OF THE WORK.

1.12 CONTRACTS AND WARRANTIES

A. CONTRACTOR IS RESPONSIBLE FOR APPLICATION AND PAYMENT OF CONTRACTOR LICENSES AND BONDS.

B. SEE MASTER CONTRACT SERVICES AGREEMENT FOR ADDITIONAL DETAILS.

1.4 STORAGE

A. ALL MATERIALS MUST BE STORED IN A LEVEL AND DRY FASHION AND IN A MANNER THAT DOES NOT NECESSARILY OBSTRUCT THE VIEW FROM THE BUILDING. THE ASSOCIATED MANUFACTURER.

1.5 CLEAN UP

A. THE CONTRACTORS SHALL AT ALL TIMES KEEP THE SITE CLEAR OF RUBBISH CAUSED BY THEIR EMPLOYEES AT WORK AND AT THE COMPLETION OF THE WORK, THEY SHALL REMOVE ALL RUBBISH FROM AND ABOUT THE BUILDING AREA. SURPLUS MATERIALS AND SHALL LEAVE THEIR WORK CLEAN AND READY FOR USE.

B. EXTERIOR, VISUALLY INSPECT EXTERIOR SURFACES AND REMOVE ALL TRACES OF SOIL, WASTE MATERIALS, ADJACENT SURFACES.

1. REMOVE ALL TRACES OF SPLASHED MATERIALS FROM ADJACENT SURFACES.

2. IF NECESSARY TO ACHIEVE A UNIFORM DEGREE OF CLEANLINESS, HOSE DOWN THE EXTERIOR OF THE STRUCTURE.

C. PRIOR TO COMMENCING CONSTRUCTION, AT&T SHALL SCHEDULE AN ON-SITE MEETING WITH ALL MAJOR PARTIES. THIS MEETING SHALL INCLUDE, THROUGH BUT NOT LIMITED TO, AT&T REPRESENTATIVE, LOCAL TELEPHONE COMPANY, TOWER ERECTION FOREMAN (IF SUBCONTRACTED).

D. CONTRACTOR SHALL BE EQUIPPED WITH SOME MEANS OF CONSTANT COMMUNICATION, SUCH AS A MOBILE PHONE OR A BEEPER. THIS EQUIPMENT WILL NOT BE SUPPLIED BY AT&T. NOR WILL WIRELESS SERVICE BE ARRANGED.

E. DURING CONSTRUCTION, CONTRACTOR MUST ENSURE THAT ALL TIMES CONTRACTOR WILL COMPLY WITH ALL OSHA SAFETY REQUIREMENTS IN THEIR AGREEMENT.

F. PROVIDE WRITTEN DAILY UPDATES ON SITE PROGRESS TO AT&T.

G. COMPLETE INVENTORY OF CONSTRUCTION MATERIALS AND EQUIPMENT IS REQUIRED PRIOR TO START OF CONSTRUCTION.

H. NOTIFY AT&T / PROJECT MANAGER IN WRITING NO MORE THAN 48 HOURS IN ADVANCE OF CONCRETE POURS, TOWER ERECTIONS, AND EQUIPMENT CABINET PLACEMENTS.

I. GENERAL CONTRACTOR SHALL PROVIDE WITHIN 48 HOURS OF CONSTRUCTION, BEFORE & AFTER PHOTOS OF CONSTRUCTION FROM ALL SIDES IN AND OUT OF COMPOUND.

J. GENERAL CONTRACTOR TO PROVIDE COPIES OF ALL INSPECTION RELEASES FROM THE GOVERNING MUNICIPALITIES WITHIN 48 HOURS AFTER CONSTRUCTION.

1.12 CONTRACTOR OBLIGATIONS

A. CONTRACTOR SHALL AT THEIR OWN EXPENSE CARRY AND MAINTAIN FOR THE DURATION OF THE PROJECT ALL INSURANCE AS REQUIRED AND LISTED AND SHALL NOT PRESENT AN ORIGINAL CERTIFICATE OF INSURANCE STATING ALL COVERS TO THE OWNER. REFER TO THE MASTER AGREEMENT FOR REQUIRED INSURANCE LIMITS.

B. THE OWNER SHALL BE NAMED AS AN ADDITIONAL INSURED ON ALL POLICIES.

C. CONTRACTOR MUST PROVIDE PROOF OF INSURANCE.

DIVISION 2 - SITE WORK AND DRAINAGE

02000 EARTHWORK, EXCAVATION AND GRADING

PART 1 GENERAL

1.1 WORK INCLUDES, REFER TO THE SURVEY AND SITE PLAN FOR WORK INCLUDED.

1.2 RELATED WORK

A. CONSTRUCTION FOR EQUIPMENT FOUNDATION

B. INSTALLATION OF ANTENNA SUPPORT SYSTEM

C. ERECTION OF FENCE

1.3 DESCRIPTIONS

A. ACCESS ROAD, TURNAROUND AREAS AND SITES ARE CONSTRUCTED TO PROVIDE A WELL-DRAINED, EASILY MAINTAINED, EVEN SURFACE FOR MATERIAL AND EQUIPMENT DELIVERIES AND MAINTENANCE PERSONNEL ACCESS.

1.4 QUALITY ASSURANCE

A. VEGETATION LANDSCAPING, IF INCLUDED WITHIN THE CONTRACT, WILL BE PLACED AND MAINTAINED AS RECOMMENDED BY NURSERY INDUSTRY STANDARDS.

1.5 SEQUENCING

A. CONFORM SURVEY STAKES AND SET ELEVATION STAKES PRIOR TO ANY CONSTRUCTION.

B. GRUB THE COMPLETE ROAD AND SITE AREA PRIOR TO FOUNDATION CONSTRUCTION OR PLACEMENT OF BACKFILL OR SUB-BASE MATERIAL.

C. CONSTRUCT TEMPORARY CONSTRUCTION ZONE ALONG ACCESS DRIVE, IN ACCORDANCE WITH ALL LOCAL, STATE & FEDERAL RULES.

1.6 SUBMITTALS

A. BEFORE CONSTRUCTION

1. IF LANDSCAPING IS APPLICABLE TO THE SCOPE OF THE CONTRACT, REFER TO THE LANDSCAPING PLAN INCLUDED HEREIN. IF A LANDSCAPING ALLOWANCE WAS INCLUDED WITH COSTS UNDER NURSERYMAN'S LETTERHEAD, GENERAL CONTRACTOR SHALL REFER TO SITE PLAN FOR LANDSCAPING REQUIREMENT.

2. SUBMIT FOR APPROVAL THE SPECIFICATIONS OF THE PROPOSED SURFACE COURSE MATERIAL

B. AFTER CONSTRUCTION

1. MANUFACTURER'S DESCRIPTION OF PRODUCT ON GRASS SEED AND FERTILIZER, IF REQUIRED.

2. LANDSCAPING WARRANTY STATEMENT, IF REQUIRED.

1.7 WARRANTY

A. IN ADDITION TO THE WARRANTY ON ALL CONSTRUCTION COVERED IN THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL REPAIR ALL DAMAGE OF SURROUNDING PROPERTY CAUSED BY CONSTRUCTION.

B. DISTURBED AREAS WILL REFLECT GROWTH OF (N) GRASS COVER PRIOR TO FINAL INSPECTION.

C. LANDSCAPING, IF INCLUDED WITHIN THE SCOPE OF THE CONTRACT, WILL BE GUARANTEED FOR ONE YEAR FROM DATE OF FINAL INSPECTION.

1.8 CONTRACTOR OBLIGATIONS

A. CONTRACTOR SHALL AT THEIR OWN EXPENSE CARRY AND MAINTAIN FOR THE DURATION OF THE PROJECT ALL INSURANCE AS REQUIRED AND LISTED AND SHALL NOT PRESENT AN ORIGINAL CERTIFICATE OF INSURANCE STATING ALL COVERS TO THE OWNER. REFER TO THE MASTER AGREEMENT FOR REQUIRED INSURANCE LIMITS.

B. THE OWNER SHALL BE NAMED AS AN ADDITIONAL INSURED ON ALL POLICIES.

C. CONTRACTOR MUST PROVIDE PROOF OF INSURANCE.

1.9 PRODUCTS AND SUBSTITUTIONS

A. SUBMIT 3 COPIES OF EACH REQUEST FOR SUBSTITUTION. IN EACH REQUEST IDENTIFY THE PRODUCT OR MATERIAL TO BE REPLACED BY THE SUBSTITUTION. INCLUDE RELATED SPECIFICATION SECTION AND DRAWING NUMBERS AND COMPLETION DOCUMENT SHOWING COMPLIANCE WITH THE REQUIREMENTS FOR SUBSTITUTIONS.

B. SUBMIT ALL NECESSARY PRODUCT DATA AND CUT SHEETS OF MATERIALS TO BE SUBSTITUTED. THE CONTRACTOR SHALL, IF DEEMED NECESSARY BY APPROVAL IN LEV OF CUT SHEETS.

1.10 QUALITY ASSURANCE

A. ALL WORK SHALL BE IN ACCORDANCE WITH APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS. THESE SHALL INCLUDE BUT NOT BE LIMITED TO THE LATEST VERSION OF ANS/ISA - 225 - F

B. SUBMIT ALL NECESSARY PRODUCT DATA AND CUT SHEETS OF MATERIALS TO BE SUBSTITUTED. THE CONTRACTOR SHALL, IF DEEMED NECESSARY BY APPROVAL IN LEV OF CUT SHEETS.

1.11 ADMINISTRATION

A. BEFORE THE COMMENCEMENT OF ANY WORK, THE CONTRACTOR SHALL ACT AS A SINGLE POINT OF CONTACT FOR ALL PERSONNEL INVOLVED IN THIS PROJECT. THIS PROJECT WILL BE SUBMITTED TO THE PROJECT MANAGER PRIOR TO THE COMMENCEMENT OF ANY WORK.

B. SUBMIT A BAR TYPED PROGRESS CHART NOT MORE THAN 3 DAYS AFTER THE DATE ESTABLISHED FOR COMMENCEMENT OF THE WORK ON THE SCHEDULE, INDICATING A TIME SCHEDULE FOR THE WORK TO BE PERFORMED AT SITE, PROPERLY SEQUENCED AND COORDINATED WITH OTHER ELEMENTS OF WORK AND SHOWING COMPLETION DATE ESTABLISHED FOR SUBSTANTIAL COMPLETION OF THE WORK.

1.12 CONTRACTS AND WARRANTIES

A. CONTRACTOR IS RESPONSIBLE FOR APPLICATION AND PAYMENT OF CONTRACTOR LICENSES AND BONDS.

B. SEE MASTER CONTRACT SERVICES AGREEMENT FOR ADDITIONAL DETAILS.

1.4 STORAGE

A. ALL MATERIALS MUST BE STORED IN A LEVEL AND DRY FASHION AND IN A MANNER THAT DOES NOT NECESSARILY OBSTRUCT THE VIEW FROM THE BUILDING. THE ASSOCIATED MANUFACTURER.

1.5 CLEAN UP

A. THE CONTRACTORS SHALL AT ALL TIMES KEEP THE SITE CLEAR OF RUBBISH CAUSED BY THEIR EMPLOYEES AT WORK AND AT THE COMPLETION OF THE WORK, THEY SHALL REMOVE ALL RUBBISH FROM AND ABOUT THE BUILDING AREA. SURPLUS MATERIALS AND SHALL LEAVE THEIR WORK CLEAN AND READY FOR USE.

B. EXTERIOR, VISUALLY INSPECT EXTERIOR SURFACES AND REMOVE ALL TRACES OF SOIL, WASTE MATERIALS, ADJACENT SURFACES.

1. REMOVE ALL TRACES OF SPLASHED MATERIALS FROM ADJACENT SURFACES.

2. IF NECESSARY TO ACHIEVE A UNIFORM DEGREE OF CLEANLINESS, HOSE DOWN THE EXTERIOR OF THE STRUCTURE.

DIVISION 1 - GENERAL REQUIREMENTS

PART 1 GENERAL

1.1 INTENT

A. THESE SPECIFICATIONS AND CONSTRUCTION DRAWINGS ACCOMPANYING THEM DESCRIBE THE WORK TO BE DONE AND THE MATERIALS TO BE FURNISHED FOR CONSTRUCTION.

B. THE DRAWINGS AND SPECIFICATIONS ARE INTENDED TO DESCRIBE THE WORK TO BE DONE AND THE MATERIALS TO BE FURNISHED FOR CONSTRUCTION. SHOULD ANYTHING BE SHOWN, INDICATED OR SPECIFIED ON ONE AND NOT THE OTHER, IT SHALL BE DONE THE SAME AS IF SHOWN, INDICATED OR SPECIFIED IN BOTH.

C. THE INTENTION OF THE DOCUMENTS IS TO INCLUDE ALL WORK AND MATERIALS NECESSARILY NECESSARY FOR THE COMPLETION OF THE WORK AS STIPULATED IN THE CONTRACT.

D. THE PURPOSE OF THE SPECIFICATIONS IS TO INTERPRET THE INTENT OF THE DRAWINGS AND TO DESIGNATE THE METHOD OF THE PROCEDURE, TYPE AND QUALITY OF MATERIALS REQUIRED TO COMPLETE THE WORK.

E. MINOR DEVIATIONS FROM THE DESIGN LAYOUT ARE ANTICIPATED AND SHALL BE CONSIDERED AS PART OF THE WORK. THE WORK WILL BE MADE OR PERMITTED BY AT&T WITHOUT ISSUING A CHANGE ORDER.

1.2 CONFLICTS

A. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SEQUENCE OF WORK. IF MATERIALS OR WORK ARE TO BE DONE IN A SEQUENCE, THE CONTRACTOR SHALL BE ALLOWED NO EXTRA CHARGE OR COMPENSATION SHALL BE ALLOWED DUE TO DIFFERENCE BETWEEN ACTUAL DIMENSIONS AND DRAWINGS. ANY SUCH DISCREPANCY IN DIMENSION WHICH MAY BE FOUND SHALL BE SUBMITTED TO AT&T FOR CONSIDERATION AND APPROVAL PRIOR TO THE CONTRACTOR PROCEEDS WITH THE WORK IN THE AFFECTED AREAS.

B. THE BIDDER, IF AWARD OF THE CONTRACT WILL NOT BE MADE, SHALL BE RESPONSIBLE FOR THE REASON OF ANY MATTER OR THING CONCERNING WHICH SUCH BIDDER SHOULD HAVE FULLY INFORMED THEMSELVES PRIOR TO THE BIDDING.

C. NO PLEA OF IGNORANCE OF CONDITIONS THAT EXIST, OR OF UNREASONABLE CONCERN OVER RELEVANT MATTER CONCERNING THE WORK TO BE PERFORMED IN THE EXECUTION OF THE WORK WILL BE ACCEPTED AS AN EXCUSE FOR NON-COMPLIANCE WITH THE REQUIREMENTS OF THE CONTRACT TO FULFILL EVERY DETAIL OF ALL THE REQUIREMENTS OF THE CONTRACT DOCUMENTS GOVERNING THE WORK.

1.3 CONTRACTS AND WARRANTIES

A. CONTRACTOR IS RESPONSIBLE FOR APPLICATION AND PAYMENT OF CONTRACTOR LICENSES AND BONDS.

B. SEE MASTER CONTRACT SERVICES AGREEMENT FOR ADDITIONAL DETAILS.

1.4 STORAGE

A. ALL MATERIALS MUST BE STORED IN A LEVEL AND DRY FASHION AND IN A MANNER THAT DOES NOT NECESSARILY OBSTRUCT THE VIEW FROM THE BUILDING. THE ASSOCIATED MANUFACTURER.

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1. REMOVE ALL TRACES OF SPLASHED MATERIALS FROM ADJACENT SURFACES.

2. IF NECESSARY TO ACHIEVE A UNIFORM DEGREE OF CLEANLINESS, HOSE DOWN THE EXTERIOR OF THE STRUCTURE.

C. INTERIOR, VISUALLY INSPECT INTERIOR SURFACE AND REMOVE ALL TRACES OF SOIL, WASTE MATERIALS, SAUNDINGS AND OTHER FOREIGN MATTER FROM WALLS/FLOOR/CEILING.

2. REMOVE PAINT DROPPINGS, SPOTS, STAINS AND DIRT FROM FINISHED SURFACES.

CHANGE ORDER PROCEDURE

A. CHANGE ORDERS MAY BE INITIATED BY AT&T AND/OR THE CONTRACTOR INVOLVED. THE CONTRACTOR, UPON VERBAL REQUEST FROM AT&T, SHALL PREPARE A WRITTEN CHANGE ORDER. THE CONTRACTOR OR WRITERS SHALL MAKE ANY CHANGES TO THE CONTRACT AMOUNT AND PRESENT TO AT&T WITHIN 24 HRS FOR APPROVAL. SUBMIT REQUESTS FOR SUBSTITUTIONS IN WRITING TO AT&T WITHIN 24 HRS FOR APPROVAL. REQUESTS FOR CHANGE ORDER PROPOSALS, ANY CHANGES IN SCOPE OF WORK OR MATERIALS WHICH ARE PERFORMED AS DESCRIBED AND APPROVED BY AT&T SHALL PLACE FULL RESPONSIBILITY OF THESE ACTIONS ON THE CONTRACTOR.

RELATED DOCUMENTS AND COORDINATION

A. GENERAL CARPENTRY, ELECTRICAL AND ANTENNA DRAWINGS ARE INTERRELATED. IN PERFORMANCE OF THE WORK, THE CONTRACTOR MUST REFER TO ALL DRAWINGS. THE CONTRACTOR TO BE THE RESPONSIBILITY OF THE CONTRACTOR.

SHOP DRAWINGS

A. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS AS REQUIRED AND LISTED IN THESE SPECIFICATIONS TO AT&T FOR APPROVAL.

B. ALL SHOP DRAWINGS SHALL BE REVIEWED, CHECKED AND CORRECTED BY CONTRACTOR PRIOR TO SUBMITTAL TO AT&T.

PRODUCTS AND SUBSTITUTIONS

A. SUBMIT 3 COPIES OF EACH REQUEST FOR SUBSTITUTION. IN EACH REQUEST IDENTIFY THE PRODUCT OR MATERIAL TO BE REPLACED BY THE SUBSTITUTION. INCLUDE RELATED SPECIFICATION SECTION AND DRAWING NUMBERS AND COMPLETION DOCUMENT SHOWING COMPLIANCE WITH THE REQUIREMENTS FOR SUBSTITUTIONS.

B. SUBMIT ALL NECESSARY PRODUCT DATA AND CUT SHEETS OF MATERIALS TO BE SUBSTITUTED. THE CONTRACTOR SHALL, IF DEEMED NECESSARY BY APPROVAL IN LEV OF CUT SHEETS.

QUALITY ASSURANCE

A. ALL WORK SHALL BE IN ACCORDANCE WITH APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS. THESE SHALL INCLUDE BUT NOT BE LIMITED TO THE LATEST VERSION OF ANS/ISA - 225 - F

B. SUBMIT ALL NECESSARY PRODUCT DATA AND CUT SHEETS OF MATERIALS TO BE SUBSTITUTED. THE CONTRACTOR SHALL, IF DEEMED NECESSARY BY APPROVAL IN LEV OF CUT SHEETS.

ADMINISTRATION

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CONTRACTS AND WARRANTIES

A. CONTRACTOR IS RESPONSIBLE FOR APPLICATION AND PAYMENT OF CONTRACTOR LICENSES AND BONDS.

B. SEE MASTER CONTRACT SERVICES AGREEMENT FOR ADDITIONAL DETAILS.

STORAGE

A. ALL MATERIALS MUST BE STORED IN A LEVEL AND DRY FASHION AND IN A MANNER THAT DOES NOT NECESSARILY OBSTRUCT THE VIEW FROM THE BUILDING. THE ASSOCIATED MANUFACTURER.

CLEAN UP

A. THE CONTRACTORS SHALL AT ALL TIMES KEEP THE SITE CLEAR OF RUBBISH CAUSED BY THEIR EMPLOYEES AT WORK AND AT THE COMPLETION OF THE WORK, THEY SHALL REMOVE ALL RUBBISH FROM AND ABOUT THE BUILDING AREA. SURPLUS MATERIALS AND SHALL LEAVE THEIR WORK CLEAN AND READY FOR USE.

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6009 LAS COLINAS BLVD.  
IRVING, TX 75039



**BROADUS SERVICES**  
4 COUNTRY PLACE CIRCLE  
DALLAS/ORTHINGTON GARDENS  
TEXAS 75016

AT&T SITE NUMBER:  
DDL00400

AT&T SITE NAME:  
DDL00400

FA CODE:  
15682089

PAGE ID:  
MRNTX075161

1880 NEWPARK WAY  
PROSPEK, TX 75078

EXISTING WATER TOWER

REV	DATE	ISSUED FOR:	BY
1	01/15/89	PRELIMINARY	JN
2	01/15/89	PRELIMINARY	JN
3	02/02/89	FINAL	JN



BROADUS SERVICES  
4 COUNTRY PLACE CIRCLE  
DALLAS/ORTHINGTON GARDENS, TX 75016  
UNLESS NOTED OTHERWISE THE DIMENSIONS  
SHALL BE IN METERS AND MILLIMETERS.

REVISION:  
N-2 FCD00

Item 10.

**DIVISION 13 - SPECIAL CONSTRUCTION**  
13100 TOWER & ANTENNA INSTALLATION

**PART 1 GENERAL**

**1.1 WORK INCLUDED**

- A. IF REQUIRED, ERECT FURNISHED TOWER.
- B. GROUND TOWER TEMPORARILY DURING ERECTION. GROUNDING SHALL INCLUDE BASES) AND ANCHORS.
- C. IF REQUIRED, INSTALL THREE (3) SIDE ARMS, CONSISTING OF THE TOWER AND THE OTHER REPRESENTATIVE. CONFIRM WITH OWNER REPRESENTATIVE.
- D. INSTALL ANTENNAS AS INDICATED ON DRAWINGS AND OTHER SPECIFICATIONS.
- E. INSTALL GALVANIZED STEEL ANTENNA MOUNTS AS INDICATED ON DRAWINGS.
- F. INSTALL FURNISHED GALVANIZED STEEL WAVEGUIDE LADDER.
- G. INSTALL WAVEGUIDE BRIDGE AS INDICATED ON DRAWING, EQUIPMENT CABINET.
- H. SUPPLY AND INSTALL ONE INSULATED GROUND BAR AT EACH ANTENNA MOUNT.
- I. INSTALL GROUNDING STRAP KITS WITH LONG BARREL COMPRESSION LUGS (S.M. TO ANHWR-2237/0708) OR APPROVED EQUIV. AT TOWER BASE, BEFORE ENTERING ANTENNA MOUNT. ALL STRAPS TO BE CONNECTED TO INSULATED GROUND BAR.
- J. ASSESS OWNER TECHNICIANS IN PERFORMING SWEEP TEST OF INSTALLED COAX.
- K. CONCRETE PIER FOR FOUNDATIONS SHALL BE DRILLED AND POURED ON THE SAME DAY.

**2.2 RELATED WORK**

**2.3 REQUIREMENTS OF REGULATOR AGENCIES**

- A. FURNISH U.L. LISTED EQUIPMENT WHERE SUCH LABEL IS WHERE APPLICABLE.
- B. INSTALL ANTENNA, ANTENNA CABLE, GROUNDING SYSTEM IN ACCORDANCE WITH THE SPECIFICATIONS IN THIS SECTION AT PROJECT LOCATION AND RECOMMENDATIONS OF STATE AND LOCAL BUILDING CODES, SPECIAL CODES HAVING EFFECT OVER AND ABOVE OTHER APPLICABLE CODES. THIS INCLUDES, BUT IS NOT LIMITED TO THE FOLLOWING:
  1. EA - ELECTRONIC INDUSTRIES ASSOCIATION E02/F AND ANTENNA SUPPORTING STRUCTURES.
  2. FA - FEDERAL AVIATION ADMINISTRATION AND ANTENNA SUPPORTING STRUCTURES.
  3. FCS - FEDERAL COMMUNICATIONS COMMISSION RULES AND REGULATIONS FORM 71C, CONSTRUCTION MARKING AND LIGHTING SPECIFICATIONS FOR ANTENNA STRUCTURES AND FORM 715A, HIGH INTENSITY LIGHTING SPECIFICATIONS FOR ANTENNA STRUCTURES.
  4. ISC - INTERNATIONAL INSTITUTE OF STEEL CONSTRUCTION SPECIFICATION FOR STRUCTURAL JOINTS USING ASTM A325 OR A490 BOLTS.
  5. NEC - NATIONAL ELECTRICAL CODE - ON TOWER LIGHTING KITS.
  6. UL - UNDERWRITER'S LABORATORIES APPROVED ELECTRICAL PRODUCTS.
  7. IN ALL CASES, PART 77 OF THE FAA RULES AND REGULATIONS SHALL APPLY TO ALL ANTENNAS AND IN THE EVENT OF CONFLICT, SUPERSEDE ANY OTHER STANDARDS OR SPECIFICATIONS.
- B. 1990 LIFE SAFETY CODE NFPA - 101.

**DIVISION 13 - SPECIAL CONSTRUCTION**  
13100 TOWER & ANTENNA INSTALLATION

**PART 1 GENERAL**

**1.1 WORK INCLUDED**

- E. GATE FRAMES SHALL HAVE A FULL-HEIGHT VERTICAL BRACE AND A FULL-WIDTH HORIZONTAL BRACE SECURED IN PLACE BY USE OF GATE BRACE CLAMPS.
- F. GATE HINGERS SHALL BE MERCHANTS METAL MODEL 64386 HINGE ADAPTER WITH MODEL 8409, 180 DEGREE ATTACHMENT, OR EQUAL.
- G. THE GUIDE (LATCH ASSEMBLY) SHALL BE MERCHANTS METAL MODEL 2083, OR EQUAL.
- H. LATCHES, STOPS AND KEEPERS SHALL BE PROVIDED FOR ALL GATES.
- I. ALL STOPS SHALL HAVE KEEPERS CAPABLE OF HOLDING THE GATE LEAF IN THE OPEN POSITION.
- J. DOUBLE GATES SHALL HAVE A FULL HEIGHT PLUNGER BAR WITH DOME CAP.
- K. A NO. 9 GAUGE ZINC COATED TENSION WIRE SHALL BE USED AT THE BOTTOM OF THE FABRIC, TERMINATED WITH BAND CLIPS AT CORNER AND GATE POSTS.
- L. PLACE A SIX INCH BY 1/2 INCH DIAMETER EYE-BOLT TO HOLD TENSION WIRE AT LUNE POSTS.
- M. STRETCHER BARS SHALL BE 3/16 INCH BY 3/4 INCH OR HAVE EQUIVALENT CROSS SECTIONAL AREA.
- N. ALL CORNER GATE AND END PANELS SHALL HAVE A 3/8" TRUSS ROD WITH TURNBUCKLES.
- O. ALL POSTS EXCEPT GATE POSTS SHALL HAVE A COMBINATION CAP AND BARRED WIRE SUPPORTING ARM. GATE POSTS SHALL HAVE A DOME CAP.
- P. OTHER HARDWARE INCLUDES BUT MAY NOT BE LIMITED TO THE CLIPS, BAND CLIPS AND TENSION BAND CLIPS.
- Q. BARRED WIRE GATE GUARDS SHALL BE FITTED WITH DOME CAPS.
- R. BARRED WIRE SUPPORT ARMS SHALL BE CAST IRON WITH SET BOLT AND LOCK WIRE IN THE ARM.
- S. ALL CAPS SHALL BE CAST STEEL.

**2.2 RELATED WORK**

**2.3 REQUIREMENTS OF REGULATOR AGENCIES**

- A. FURNISH U.L. LISTED EQUIPMENT WHERE SUCH LABEL IS WHERE APPLICABLE.
- B. INSTALL ANTENNA, ANTENNA CABLE, GROUNDING SYSTEM IN ACCORDANCE WITH THE SPECIFICATIONS IN THIS SECTION AT PROJECT LOCATION AND RECOMMENDATIONS OF STATE AND LOCAL BUILDING CODES, SPECIAL CODES HAVING EFFECT OVER AND ABOVE OTHER APPLICABLE CODES. THIS INCLUDES, BUT IS NOT LIMITED TO THE FOLLOWING:
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  2. FA - FEDERAL AVIATION ADMINISTRATION AND ANTENNA SUPPORTING STRUCTURES.
  3. FCS - FEDERAL COMMUNICATIONS COMMISSION RULES AND REGULATIONS FORM 71C, CONSTRUCTION MARKING AND LIGHTING SPECIFICATIONS FOR ANTENNA STRUCTURES AND FORM 715A, HIGH INTENSITY LIGHTING SPECIFICATIONS FOR ANTENNA STRUCTURES.
  4. ISC - INTERNATIONAL INSTITUTE OF STEEL CONSTRUCTION SPECIFICATION FOR STRUCTURAL JOINTS USING ASTM A325 OR A490 BOLTS.
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  6. UL - UNDERWRITER'S LABORATORIES APPROVED ELECTRICAL PRODUCTS.
  7. IN ALL CASES, PART 77 OF THE FAA RULES AND REGULATIONS SHALL APPLY TO ALL ANTENNAS AND IN THE EVENT OF CONFLICT, SUPERSEDE ANY OTHER STANDARDS OR SPECIFICATIONS.
- B. 1990 LIFE SAFETY CODE NFPA - 101.

**DIVISION 13 - SPECIAL CONSTRUCTION**  
13100 TOWER & ANTENNA INSTALLATION

**PART 1 GENERAL**

**1.1 WORK INCLUDED**

- E. GATE FRAMES SHALL HAVE A FULL-HEIGHT VERTICAL BRACE AND A FULL-WIDTH HORIZONTAL BRACE SECURED IN PLACE BY USE OF GATE BRACE CLAMPS.
- F. GATE HINGERS SHALL BE MERCHANTS METAL MODEL 64386 HINGE ADAPTER WITH MODEL 8409, 180 DEGREE ATTACHMENT, OR EQUAL.
- G. THE GUIDE (LATCH ASSEMBLY) SHALL BE MERCHANTS METAL MODEL 2083, OR EQUAL.
- H. LATCHES, STOPS AND KEEPERS SHALL BE PROVIDED FOR ALL GATES.
- I. ALL STOPS SHALL HAVE KEEPERS CAPABLE OF HOLDING THE GATE LEAF IN THE OPEN POSITION.
- J. DOUBLE GATES SHALL HAVE A FULL HEIGHT PLUNGER BAR WITH DOME CAP.
- K. A NO. 9 GAUGE ZINC COATED TENSION WIRE SHALL BE USED AT THE BOTTOM OF THE FABRIC, TERMINATED WITH BAND CLIPS AT CORNER AND GATE POSTS.
- L. PLACE A SIX INCH BY 1/2 INCH DIAMETER EYE-BOLT TO HOLD TENSION WIRE AT LUNE POSTS.
- M. STRETCHER BARS SHALL BE 3/16 INCH BY 3/4 INCH OR HAVE EQUIVALENT CROSS SECTIONAL AREA.
- N. ALL CORNER GATE AND END PANELS SHALL HAVE A 3/8" TRUSS ROD WITH TURNBUCKLES.
- O. ALL POSTS EXCEPT GATE POSTS SHALL HAVE A COMBINATION CAP AND BARRED WIRE SUPPORTING ARM. GATE POSTS SHALL HAVE A DOME CAP.
- P. OTHER HARDWARE INCLUDES BUT MAY NOT BE LIMITED TO THE CLIPS, BAND CLIPS AND TENSION BAND CLIPS.
- Q. BARRED WIRE GATE GUARDS SHALL BE FITTED WITH DOME CAPS.
- R. BARRED WIRE SUPPORT ARMS SHALL BE CAST IRON WITH SET BOLT AND LOCK WIRE IN THE ARM.
- S. ALL CAPS SHALL BE CAST STEEL.

**2.2 RELATED WORK**

**2.3 REQUIREMENTS OF REGULATOR AGENCIES**

- A. FURNISH U.L. LISTED EQUIPMENT WHERE SUCH LABEL IS WHERE APPLICABLE.
- B. INSTALL ANTENNA, ANTENNA CABLE, GROUNDING SYSTEM IN ACCORDANCE WITH THE SPECIFICATIONS IN THIS SECTION AT PROJECT LOCATION AND RECOMMENDATIONS OF STATE AND LOCAL BUILDING CODES, SPECIAL CODES HAVING EFFECT OVER AND ABOVE OTHER APPLICABLE CODES. THIS INCLUDES, BUT IS NOT LIMITED TO THE FOLLOWING:
  1. EA - ELECTRONIC INDUSTRIES ASSOCIATION E02/F AND ANTENNA SUPPORTING STRUCTURES.
  2. FA - FEDERAL AVIATION ADMINISTRATION AND ANTENNA SUPPORTING STRUCTURES.
  3. FCS - FEDERAL COMMUNICATIONS COMMISSION RULES AND REGULATIONS FORM 71C, CONSTRUCTION MARKING AND LIGHTING SPECIFICATIONS FOR ANTENNA STRUCTURES AND FORM 715A, HIGH INTENSITY LIGHTING SPECIFICATIONS FOR ANTENNA STRUCTURES.
  4. ISC - INTERNATIONAL INSTITUTE OF STEEL CONSTRUCTION SPECIFICATION FOR STRUCTURAL JOINTS USING ASTM A325 OR A490 BOLTS.
  5. NEC - NATIONAL ELECTRICAL CODE - ON TOWER LIGHTING KITS.
  6. UL - UNDERWRITER'S LABORATORIES APPROVED ELECTRICAL PRODUCTS.
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- B. 1990 LIFE SAFETY CODE NFPA - 101.



**GROUNDING STANDARDS (CONTINUED)**

**3.0 PERIMETER FENCE GROUNDING:**

- A. CORNER AND END POSTS (MINIMUM OF TWO) SHALL HAVE ONE #2 SIZED THINNED COPPER WIRE. ALL OTHER POSTS SHALL HAVE THINNED COPPER BRASS OR BURNISHED COPPER BRASS. INTERMEDIATE GROUND RODS IF THE DISTANCE FROM THE GROUND RING EXCEEDS 6 FEET, IN NO CASE SHALL THE SAME FENCE REMAIN DISCONNECTED FROM THE GROUND RING.
- B. GATE POSTS SHALL BE GROUND TO EACH OTHER TO ENSURE THE ENTIRE FENCE HAS ELECTRICAL CONTINUITY. CONNECTIONS SHALL BE DRILL AND TAP WITH BURNISHED COPPER WIRE. A #2 AWG BARE SOLID THINNED COPPER WIRE.
- C. GATES SHALL BE BONDED TO GATE POSTS WITH A 1/2" BRAIDED STRIP (UL LISTED #8016922). THE CONNECTIONS SHALL BE BURNISHED COPPER BRASS, 1" CENTER TO CENTER, BOLTED THROUGH EACH POST.

**3.1 GENERATOR FUEL TANK GROUNDING:**

THE GENERATOR FUEL TANK, IF REQUIRED, SHALL BE CONNECTED IN AT LEAST TWO POINTS TO THE MAIN TANKER. GROUNDING SHALL BE SOLID THINNED COPPER WIRE SHALL BE BURNISHED COPPER BRASS SUPPORT LEG OF THE FUEL TANK AND CAD WELD TO THE NEAREST EXTERIOR GROUND RING GROUND ROD.

**3.10 EQUIPMENT ROOM GROUNDING:**

THE MASTER GROUND BAR (MGB) SERVES AS THE COLLECTION POINT FOR ALL ELECTRICAL CONNECTIONS TO THE EQUIPMENT ROOM. METAL MATERIALS, CABLE GRILLS, DOOR FRAMES/DOORS, TELCO BOARD, UNISTRATS, HVAC GRILLS, ALARM JUNCTION BOX, ETC., SHALL BE GROUND WITH #6 AWG STRANDED (GREEN) GROUND WIRE. GROUNDING SHALL BE BURNISHED COPPER BRASS. ALL ELECTRICAL CONNECTIONS SHALL BE WAMPBRED TOGETHER AND HAVE A SINGLE GROUND WIRE CONNECTION TO THE MGB.)

**3.11 WALL PENETRATIONS SLEEVES:**

INSTALL PER CONSTRUCTION DRAWINGS WITH APPROVED UL LISTED FIRESTOP.

**3.12 A/C COMMERCIAL POWER GROUNDING CONNECTIONS:**

AT THE ON-SITE RISER POLE LOCATION OR UNDERGROUND SERVICE ENTRANCE LOCATION, THE A/C SERVICE SHALL BE MECHANICALLY BONDED TO THE A/C SERVICE ENTRANCE GROUND AS SPECIFIED BY THE NATIONAL ELECTRIC CODE, ARTICLE 250, AND/OR APPROVED BY THE LOCAL ELECTRICAL INSPECTOR. THE GROUNDING RING POINT AND SHALL BE CONNECTED TO THE EXTERIOR GROUNDING RING. A SEPARATE A/C SERVICE GROUND AND NEUTRAL SHALL THEN BE ROUTED TO AND CONNECTED TO THE MAIN DISCONNECT INSIDE THE BUILDING (WHERE APPLICABLE) OR AS REQUIRED BY LOCAL AUTHORITY.

**3.13 GENERATOR RECEPTACLE GROUNDING:**

THE GENERATOR RECEPTACLE (HUBBLE PLUG) SHALL BE GROUND TO THE EQUIPMENT GROUND RING.

**3.14 COAX BRIDGE / CABLE TRAY GROUNDING :**

BOND THE COAX BRIDGE OR CABLE TRAY TO THE AGB WITH #6 STRANDED INSULATED GREEN WIRE. THESE CONNECTIONS SHALL BE STAR LOCK WASHERS AND NOALOX. ALL BRIDGE SPLICES SHALL HAVE JUMPERS OF #6 STRANDED INSULATED GREEN WIRE.

**3.15 CAD WELD & BURNISH CONNECTION:**

CAD WELDS (EXOTHERMIC WELDS) AND BURNISH CONNECTIONS SHALL BOND ALL UNDERGROUND AND DAMP LOCATION CONNECTIONS TO THE MAIN TANKER AND GATE POSTS, ANTENNA GROUND BARS, (AGB) SURGE ARRESTOR GROUND BAR, AND THE MASTER GROUND BAR (MGB). MECHANICAL CONNECTIONS SHALL BE TYPICALLY USED TO BOND ALL INTERIOR CONNECTIONS TO THE MAIN TANKER AND GATE POSTS. ALL TYPICAL MECHANICAL CONNECTIONS TO THE MGB OR AGB SHALL BE TWO HOLE TYPE CONNECTED WITH STAINLESS STEEL BOLTS AND NUTS WITH STAINLESS STEEL LOCK WASHERS AND NOALOX ON EITHER SIDE OF THE BUSS BAR.

CHEMICAL GROUND RODS: CHEMICAL GROUND RODS SHALL BE INSTALLED ONLY FOR SPECIAL DESIGN APPLICATIONS THAT REQUIRE

**3.17 TEMANT IMPROVEMENT SITE GROUNDING:**

FOR ROOF TOP ANTENNA INSTALLATIONS ADDITIONAL ANTENNA GROUND BARS MAY HAVE TO BE INSTALLED AT EACH ANTENNA LOCATION. EACH ANTENNA SHALL BE CONNECTED TO THE A/C SERVICE BUILDING STEEL OR THE AGB INSTALLED AT THE MOUNT. ALL BUSS BARS, BOTH MGB AND AGB(S), SHALL BE MECHANICALLY BONDED TO THE MAIN TANKER OR BURNISHED COPPER BRASS. NO GROUND WIRE IS TO CONNECT THE BUSS BARS TOGETHER. SYSTEM MAY BE HOME RUN BACK TO THE MGB WHERE NO BUILDING STEEL IS AVAILABLE.

**3.18 LIMITS OF BOND RADIUS:**

IT IS IMPORTANT THAT THE GROUNDING CONDUCTOR CONNECTING THE INSIDE GROUND RODS TO THE MAIN TANKER OR GATE POSTS BE AT LEAST THREE FOOT RADIUS PREFERRED, NO RIGHT ANGLE OR SHARP BENDS SHALL BE ALLOWED.

**3.19 BONDING PREPARATION & FINISH:**

ALL SURFACES REQUIRE PREPARATION PRIOR TO BONDING OF EITHER CAD WELD OR BURNISH FASTENERS. GALVANIZED SURFACES SHALL BE GROUND OR Sanded TO THE POINT OF EXPOSING THE STEEL. OTHER SURFACES INCLUDING COPPER BUSS BARS ALL PAINT, RUST TARNISH AND GREASE SHALL BE REMOVED PRIOR TO BONDING THE GROUND CONDUCTOR. CAD WELD JUTE BENDS SHALL BE FINISHED WITH THE APPLICATION OF AN APPROPRIATE COLOR AS REQUIRED. MECHANICAL TYPE BONDS ON BUSS BARS SHALL BE FINISHED WITH THE APPLICATION OF NOALOX OR OTHER APPROVED CONDUCTIVE MECHANICAL TYPE BONDS ON ALL OTHER SURFACES SHALL BE FINISHED WITH THE APPLICATION OF COLD GALVANIZATION AND OR APPROPRIATE PAINT TO MATCH AS REQUIRED.

**3.20 TESTING:**

THE EXTERIOR GROUND RING SHALL BE TESTED AFTER INSTALLATION BUT PRIOR TO BACKFILLING THE GROUND RING TRENCH. THE GROUND FIELD RESISTANCE SHALL MEASURE 5 OHMS OR LESS TO GROUND. ANY DIFFICULTY IN ACHIEVING THIS LEVEL OF RESISTANCE MUST BE REPORTED TO THE PROJECT MANAGER. TESTING SHALL BE PERFORMED USING THE FALL OF POTENTIAL METHOD. TESTING SHALL BE PERFORMED BY AT&T PROVIDED INDEPENDENT TESTING LABORATORY FROM WHICH A WRITTEN REPORT SHALL BE PRODUCED FOR REVIEW BY THE PROJECT MANAGER.

**3.21 SPECIAL CONDITIONS:**

WHEN SOIL CONDITIONS EXIST (I.E., NON-COMPACTABLE ROCK, GRAVEL, SAND, OR OTHER OBSTACLES) THAT PREVENT THE USE OF STANDARD GROUNDING SYSTEM AND PROCEDURES, THEN VERBAL PROCEDURES SHALL BE REQUESTED BY THE PM.

**3.21.1 EXTERNAL GROUND RING**

THE EXTERNAL GROUND RING SHALL EXTEND TO THE MAXIMUM ALLOWABLE DEPTH IN 8X8 COMPACTABLE SOIL

**3.21.2 GROUND RODS (REPLACEMENT)**

WHEN GROUND RODS CANNOT BE DRIVEN INTO THE SOIL VERTICALLY TO A DEPTH DESCRIBED IN PARAGRAPH 3.1.5, AND REMAIN IN 8X8 COMPACTABLE SOIL, THEN SOIL CONDITIONS WHICH CONSIST OF SAND OR SEMI SOLID ROCK BELOW ABOUT THREE FEET OF COMPACTABLE SOIL. A COMBINATION OF METHODS MAY BE USED:

**3.21.2.1 ROCK WITH SOME OR NO SOIL COVER**

FOR SITES WHICH HAVE SOIL CONDITIONS WHICH CONSIST OF SAND OR SEMI SOLID ROCK BELOW ABOUT THREE FEET OF COMPACTABLE SOIL. A COMBINATION OF METHODS MAY BE USED:

- A. A COMBINATION OF SHORT GROUND RODS MAY BE USED WITH 3" SQUARE 1/4" COPPER PLATES. A MINIMUM OF TWO PLATES SHOULD BE USED AND SHOULD REPLACE GROUND RODS ON AN EQUIVALENCY OF TWO GROUND ROD LENGTHS PER COPPER PLATE. THE PLATES SHOULD BE BURNISHED COPPER BRASS 3" BENTONITE GLASS AND COVERED WITH 3" OF BENTONITE FILL PRIOR TO BACKFILL

B. AN ACTIVE TYPE CHEMICAL ROD SYSTEM MAY BE USED ONLY WHERE NECESSARY, DUE TO EXPENSE. IN ALL CASES, THE STANDARD PRACTICES OUTLINED IN THIS DOCUMENT SHOULD BE MODIFIED AS TO THE QUANTITY OF GROUND RODS AND CONDUCTOR SIZE ONLY AS RECOMMENDED BY THE MANUFACTURER OF THE GROUND ROD SYSTEM.

C. A SYSTEM UTILIZING CORED SHAFTS, STANDARD GROUND RODS ON A TYPICAL LAYOUT, WITH A BENTONITE (CLAY) BACKFILL IN THIS CASE EACH GROUND ROD SHOULD BE TESTED INDIVIDUALLY AND THE SYSTEM SHOULD HAVE AN ACCESS BOX PLUGGED FOR FUTURE TESTING.

**3.22 HIGH RISE BUILDING:**

A. HIGH RISE BUILDINGS PRESENT A UNIQUE PROBLEM IN GROUNDING. A FACILITY INVESTIGATION SHOULD BE MADE INTO THE BUILDING TO DETERMINE THE PRESENCE OF AN EXISTING LIGHTNING PROTECTION SYSTEM. IF ONE IS IN PLACE AND APPEARS ADEQUATE IN DESIGN, IT WILL BE NECESSARY TO CONNECT THE ANTENNA SYSTEM TO THE EXISTING SYSTEM. IF A LIGHTNING SYSTEM IS NOT AVAILABLE TO ENSURE THAT IT HAS NOT CAUSED THE SYSTEM TO EXCEED 5 OHMS.

B. STRUCTURAL STEEL BUILDINGS: IF THE BUILDING IS BUILT OF STRUCTURAL STEEL IT MAY BE POSSIBLE TO GROUND THE ANTENNAS AND THE SITE TO A DIRECT EARTH CONNECTION, IN A SIMILAR FASHION AS IN THE STRUCTURAL STEEL EQUIPMENT ROOM. THE DOWN LEADS SHOULD BE PROTECTED IN CONDUIT AND SHOULD BE INSTALLED AS FAR APART AS IS PRACTICAL FROM EACH OTHER UNTIL CONNECTION WITH THE FIRST GROUND ROD. EACH OTHER UNTIL CONNECTION WITH THE FIRST GROUND ROD.

C. STRUCTURAL CONCRETE BUILDINGS ARE MORE DIFFICULT TO GROUND PROPERLY. THE ANTENNAS SHOULD BE CONNECTED TO A SEPARATE BUSS BAR AND DOWN LEAD WHERE THE COAX CAN RUN IN A SIMILAR FASHION AS IN THE STRUCTURAL STEEL EQUIPMENT ROOM. THE DOWN LEADS SHOULD BE PROTECTED IN CONDUIT AND SHOULD BE INSTALLED AS FAR APART AS IS PRACTICAL FROM EACH OTHER UNTIL CONNECTION WITH THE FIRST GROUND ROD.



6900 LAS COLINAS BLVD.  
IRVING, TX 75039



**BROADUS SERVICES**  
4 COUNTRY PLACE CIRCLE  
DALWORTHINGTON GARDENS  
TEXAS 76016

AT&T SITE NUMBER:  
DDL00400

AT&T SITE NAME:  
DDL00400

FA CODE:  
15662089

PAGE ID:  
MRNTX075161

1880 NEWPARK WAY  
PROSPER, TX 75078

EXISTING WATER TOWER

**ISSUED FOR:**

DATE	DRAWN	DESCRIPTION	CHK'D BY
NOV 20 1978	WIS	PRELIMINARY	JK
NOV 20 1978	WIS	PRELIMINARY	JK
DEC 12 1978	WIS	FINAL	JK



BROADUS SERVICES  
4 COUNTRY PLACE CIRCLE  
DALWORTHINGTON GARDENS, TX 76016  
A PROFESSIONAL ENGINEERING FIRM  
REGISTERED WITH THE BOARD OF ENGINEERING EXAMINERS  
OF A LICENSED PROFESSIONAL ENGINEER

REVISION:  
N-4 FCD0



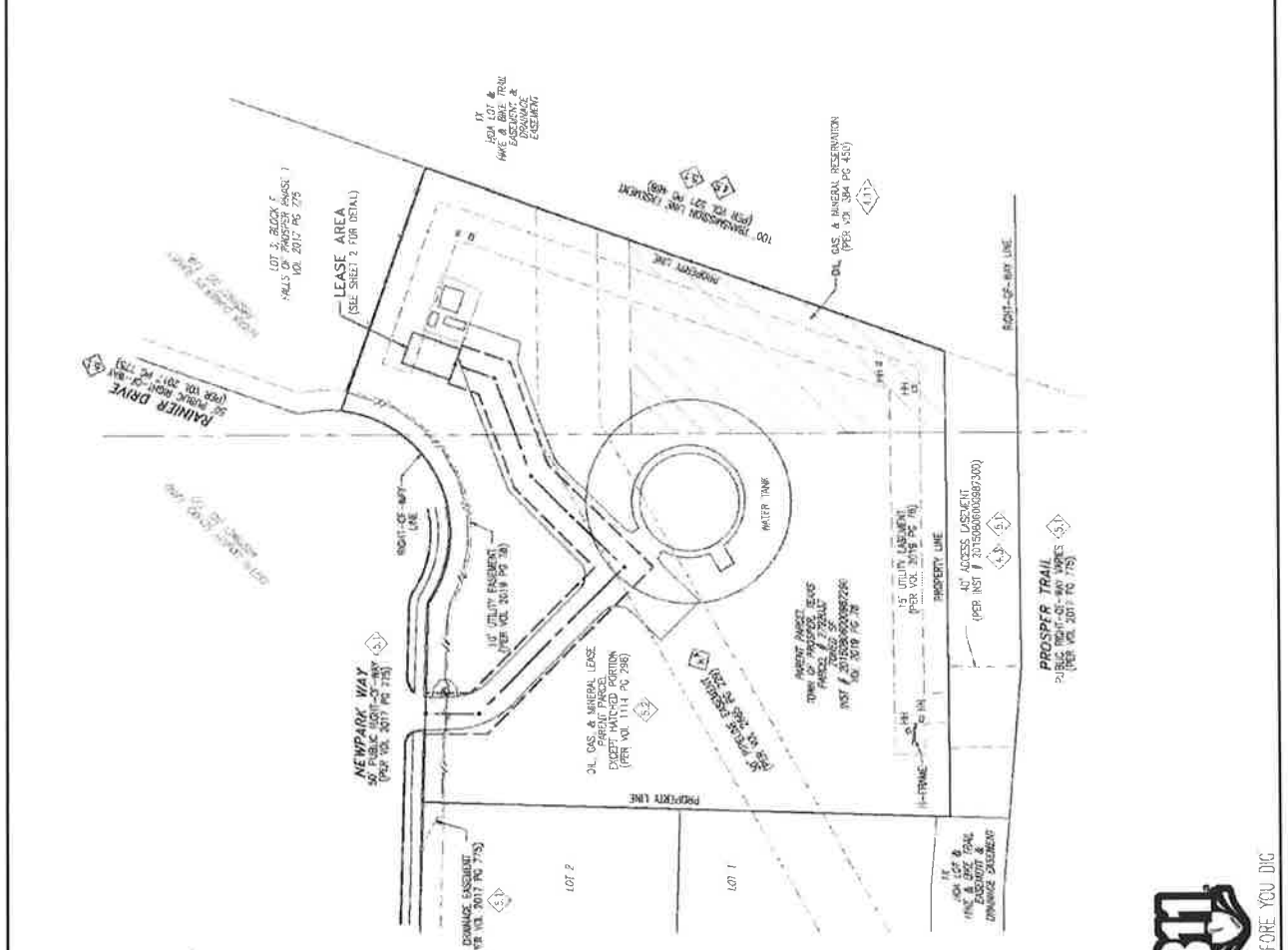
VICINITY MAP  
NOT TO SCALE

GENERAL NOTES

1. THIS SPECIFIC PURPOSE SURVEY IS FOR THE LEASE PURPOSES AND EXCLUSIVE USE OF THE PROPERTY DESCRIBED IN THE INSTRUMENT OF TRANSFER AND IS NOT TO BE CONSIDERED AS A BASIS FOR ANY OTHER PURPOSES. THE SURVEYOR HAS CONDUCTED VISUAL INSPECTIONS OF THE PROPERTY AND HAS FOUND NO OBSTRUCTIONS TO THE PROPERTY. THE SURVEYOR HAS FOUND NO OBSTRUCTIONS TO THE PROPERTY. THE SURVEYOR HAS FOUND NO OBSTRUCTIONS TO THE PROPERTY.

2. THE FOLLOWING CROSS STATISTICS UPON WHICH THIS SURVEY IS BASED HAVE BEEN PRODUCED AT THE 50% COMPARATIVE LEVEL:

NO.	DATE	PERSON	BY	APPROVED BY	DATE
1	06/17/2025	J. MILLER	J. MILLER	J. MILLER	06/17/2025



CALL BEFORE YOU DIG

LEGEND  
 - - - - - PROPERTY LINE  
 - - - - - EASEMENT  
 - - - - - RIGHT-OF-WAY LINE  
 - - - - - UTILITY LINE  
 - - - - - WATER TANK  
 - - - - - PARENT PARCEL  
 - - - - - TRAIL  
 - - - - - DRIVEWAY

100 COVERMORIS TRAPE, STE. 103  
 PROSPECTRUE CITY, GA 30269  
 (P) 678.565.4440 (F) 678.565.4489 (W) p2p.com



DL000400  
 SITE NO. 15682089  
 ELISHA CHAMBERS SURVEY, ABSTRACT NO. 172  
 COLLIN COUNTY SCHOOL LAND, ABSTRACT NO. 172  
 TOWN OF PROSPECTRUE, COLLIN COUNTY, TEXAS

PARENT PARCEL  
 OWNER: TOWN OF PROSPECTRUE, TEXAS, A TEXAS MUNICIPAL CORPORATION  
 SITE ADDRESS: 1880 NEWPARK WAY, PROSPECTRUE, TX, 76078  
 PARCEL ID: 279837  
 AREA: 1.54 ACRES (PER TAX ASSESSOR)  
 ZONING: S\* (SMALL FARM)  
 REFERENCE: INSTRUMENT # 2015280000080790 VOLUME 2019 PAGE 78

NO.	DATE	PERSON	BY	APPROVED BY	DATE
1	06/17/2025	J. MILLER	J. MILLER	J. MILLER	06/17/2025

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NO.	DATE	PERSON	BY	APPROVED BY	DATE
1	06/17/2025	J. MILLER	J. MILLER	J. MILLER	06/17/2025

**LEASE AREA**

LINE	BEARING	DISTANCE
L1	S72°38'14"W	16.00
L2	S72°38'14"W	25.00
L3	N72°38'14"W	16.00
L4	N72°38'14"W	25.00



ALL PARTS OF TRACT OF LAND BEING AND BEING IN THE ELSHA CHAMBERS SURVEY, ABSTRACT NO. 172, COLLIN COUNTY, TEXAS, BEING A PORTION OF THE LAND OF THE TOWN OF PROSPER, TEXAS, AS DESCRIBED IN DEEDS, RECORDS, MAPS, AND RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO BEGIN AT THE POINT OF BEGINNING, COMMENCING AT AN 8'-OUT ROUND AT THE CENTER OF THE NORTH LINE OF THE TRACT OF LAND BEING AND BEING IN THE ELSHA CHAMBERS SURVEY, ABSTRACT NO. 172, COLLIN COUNTY, TEXAS, BEING A PORTION OF THE LAND OF THE TOWN OF PROSPER, TEXAS, AS DESCRIBED IN DEEDS, RECORDS, MAPS, AND RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE, SOUTH 72°38'14" EAST, 16.00 FEET TO A POINT;

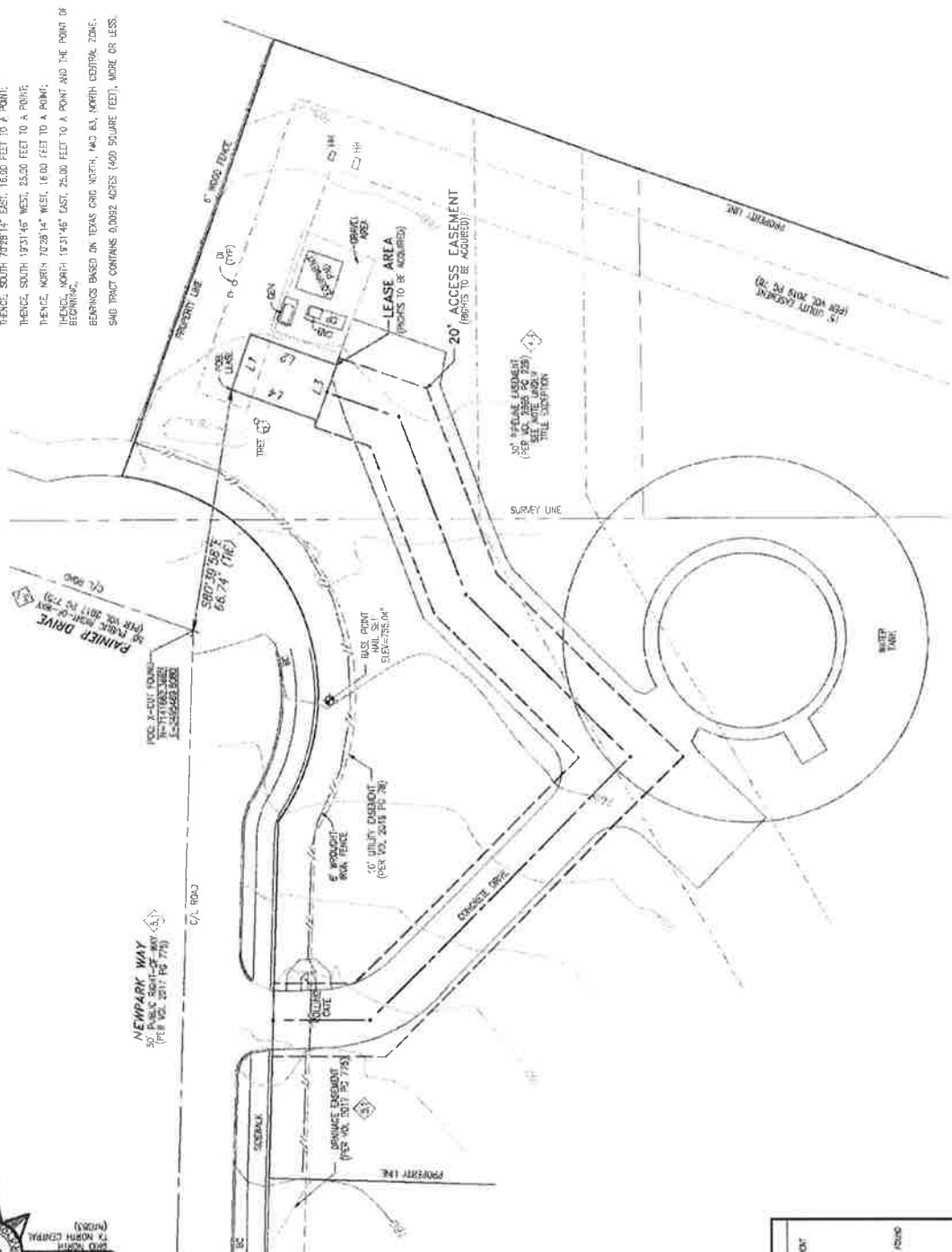
THENCE, SOUTH 19°31'46" WEST, 25.00 FEET TO A POINT;

THENCE, NORTH 72°38'14" WEST, 16.00 FEET TO A POINT;

THENCE, NORTH 19°31'46" EAST, 25.00 FEET TO A POINT; AND THE POINT OF BEGINNING.

BEARINGS BASED ON TEXAS GRID NORTH, MAG. 83, NORTH CENTRAL ZONE.

Said tract contains 0.0092 acres (420 square feet), more or less.



**LEASE AREA**

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100 Governors Trace, Ste. 103  
 Pochterre City, CA 90269  
 (p) 678.505.4440 (f) 678.505.4487 (w) p2pls.com



DLCL00400  
 SITE NO. 15682089  
 ELSHA CHAMBERS SURVEY, ABSTRACT NO. 172,  
 COLLIN COUNTY SCHOOL LAND, ABSTRACT NO. 172  
 TOWN OF PROSPER, COLLIN COUNTY, TEXAS

**SITE INFORMATION**

LEASE AREA - 400 SQUARE FEET (0.0092 ACRES)  
 AT CENTER OF WATER TANK  
 LATITUDE - 32°52'45.94" (NAD 83) (33248933)  
 LONGITUDE - 96°07'41.14" (NAD 83) (-96.778144)  
 ELEVATION - 1662.7' MSL  
 VERTICAL DATUM: NAD 83 (COMPUTED USING GEOID 09)  
 HORIZONTAL DATUM: NAD 83  
 BEARINGS ARE BASED ON TEXAS GRID NORTH (NORTH CENTRAL ZONE)

GRAPHIC SCALE IN FEET  
 SCALE: 1" = 20' (1:240)

NO.	DATE	BY	REVISION

CHECKED BY: J.A.  
 APPROVED: D. WALTER  
 DATE: 01/20/2025  
 P2P ASB E. SUBSISTE

SHEET: **2**  
 OF 3

Item 10.





6000 LAS COLINAS BLVD.  
IRVING, TX 75039



**BROADUS SERVICES**  
4 COUNTRY PLAZA CIRCLE  
DALLAS, TEXAS 75016

AT&T SITE NUMBER:  
DDL04000

AT&T SITE NAME:  
DDL04000

FA CODE:  
15682089

PAGE ID:  
MRNTX075161

1880 NEWPARK WAY  
PROSPER, TX 75078

EXISTING WATER TOWER

ISSUED FOR:

REV	DATE	DESCRIPTION	PREPARED BY
1	06/21/2017	ISSUE FOR PERMITS	JL
2	07/20/2017	REVISIONS	JL
3	08/01/2017	REVISIONS	JL
4	08/01/2017	REVISIONS	JL
5	08/01/2017	REVISIONS	JL
6	08/01/2017	REVISIONS	JL
7	08/01/2017	REVISIONS	JL
8	08/01/2017	REVISIONS	JL
9	08/01/2017	REVISIONS	JL
10	08/01/2017	REVISIONS	JL



BROADUS SERVICES  
4 COUNTRY PLAZA CIRCLE  
DALLAS, TEXAS 75016  
UNLESS NOTED OTHERWISE, ALL DIMENSIONS  
ARE IN FEET AND INCHES (1"=1'-0").

SHEET NUMBER:  
**C-1**

REVISION:  
**FCD0**

Item 10.

LIMITS OF CONSTRUCTION	574.5 SQ. FT.
TELECOMMUNICATION SUPERVENOR AREA	482.8 SQ. FT.

TOWER COORDINATES:  
NAD 83: 1497' 33.5663E  
UNADJUSTED: 1497' 33.5663E / 482.8 SQ. FT. / -04.77814E

RIGHT OF WAY LINE  
ADJOINER'S PROPERTY LINE

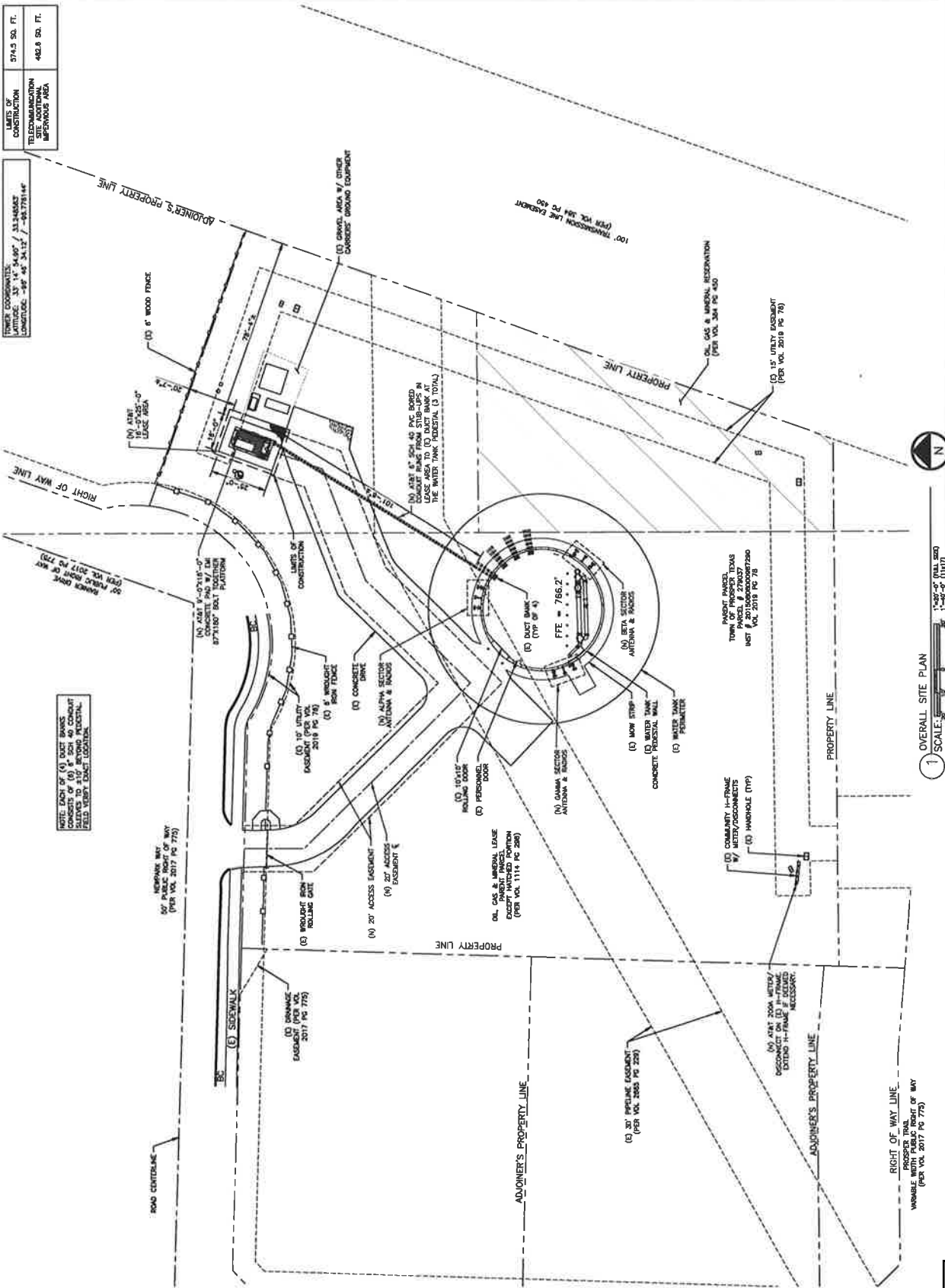
NOTE: EACH OF (4) DUCT BANKS  
CONSIST OF (3) 6" SCH 40 CONDUIT  
FIELD W/ 3" BENT, 1" BENT, 1" BENT,  
FIELD W/ 3" BENT, 1" BENT, 1" BENT.

NEWPARK WAY  
66' PUBLIC RIGHT OF WAY  
(PER VOL. 2017 PG. 775)

ROAD CENTERLINE

ADJOINER'S PROPERTY LINE

RIGHT OF WAY LINE  
ADJOINER'S PROPERTY LINE



1 OVERALL SITE PLAN  
SCALE: 1"=50'-0" (TALL 500)  
1"=50'-0" (WIDE 1100)



6000 LAS COLINAS BLVD,  
IRVING, TX 75039



4 COUNTRY PLACE CIRCLE  
DALWORTHINGTON GARDENS  
TEXAS 76016

AT&T SITE NUMBER:  
DDL00400

AT&T SITE NAME:  
DDL00400

FA CODE:  
15682089

PAGE ID:  
MRNTX075161

1880 NEWPARK WAY  
PROSPER, TX 75078

EXISTING WATER TOWER

REV	DATE	DESCRIPTION	ISSUED FOR
1	06/23/2018	ISSUE	PERMANENT JK
2	07/10/2018	REVISED	PERMANENT JK
3	12/02/2018	ISSUE	PERMANENT JK



121430

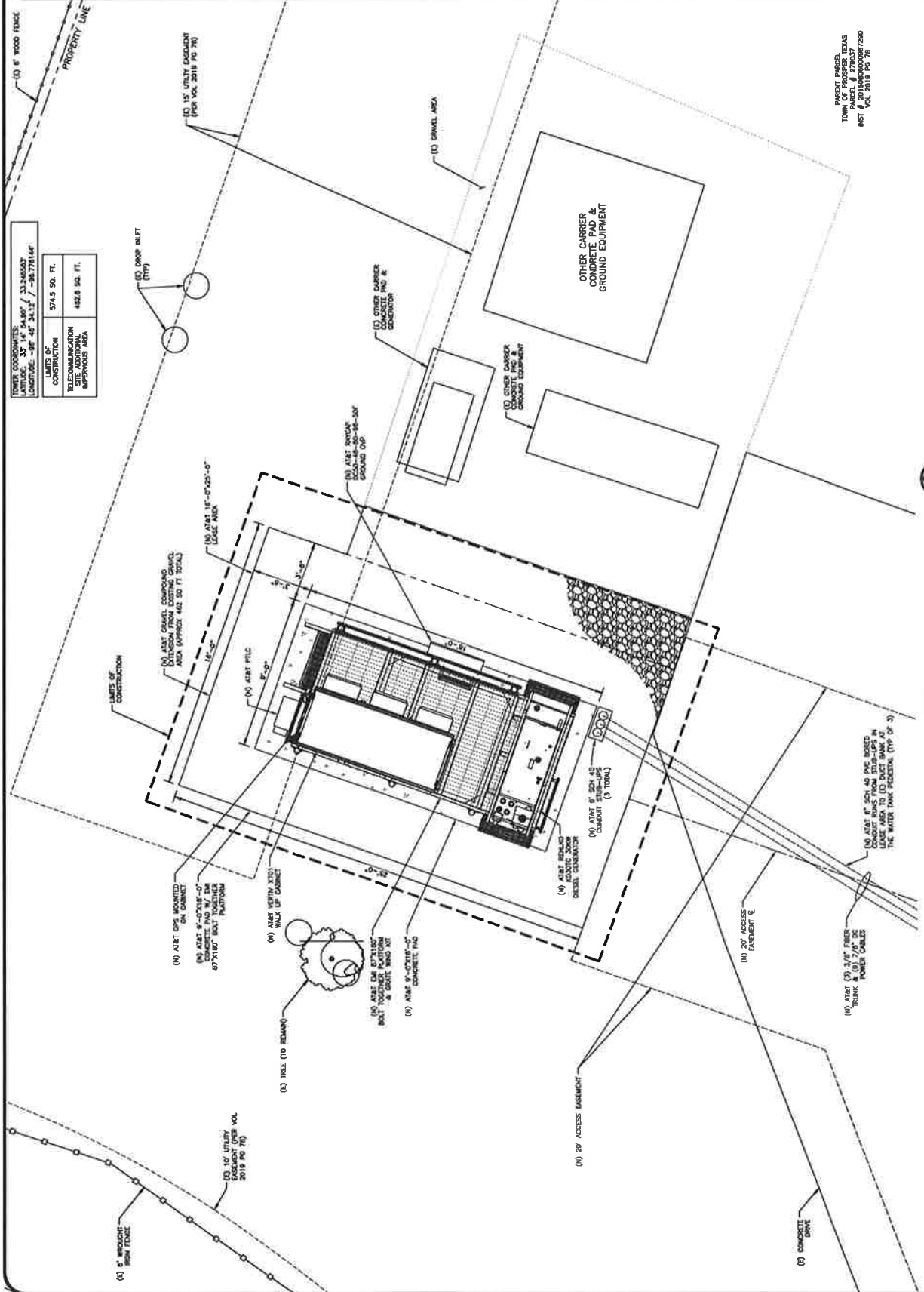
BROADUS SERVICES  
4 COUNTRY PLACE CIRCLE  
DALWORTHINGTON GARDENS, TX 76016

UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN FEET AND INCHES UNDER THE DIMENSION LINE UNLESS OTHERWISE SPECIFIED.

SHEET NUMBER  
C-2

REVISION  
FCDO

Item 10.



TOWER COORDINATES:  
LATITUDE: 33° 14' 54.00" / 33.248333  
LONGITUDE: -96° 46' 34.12" / -96.776144

LIMITS OF CONSTRUCTION	574.5 SQ. FT.
TELECOMMUNICATIONS APPLICABLE AREA	482.6 SQ. FT.



ENLARGED SITE PLAN  
SCALE: 3/8" = 1'-0" (PLANS)  
3/16" = 1'-0" (TYP)





6000 LAS COLINAS BLVD.  
IRVING, TX 75039



**B BROADUS SERVICES**  
4 COUNTRY PLACE CIRCLE  
DALLAS WASHINGTON GARDENS  
TEXAS 75016

AT&T SITE NUMBER:  
DDL00400

AT&T SITE NAME:  
DDL00400

FA CODE:  
15682089

PAGE ID:  
MRNTX075161

1880 NEWPARK WAY  
PROSPER, TX 75078

EXISTING WATER TOWER

**ISSUED FOR:**

REV.	DATE	ISSUED	DESCRIPTION	ISSUED BY
1	08/20/2011	WBS	REVISIONARY	JK
2	09/15/2011	WBS	REVISIONARY	JK
3	09/20/2011	WBS	FINAL	JK



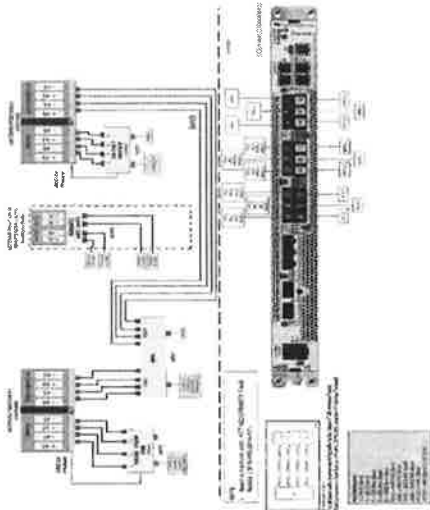
WBS HAS BEEN DESIGNATED AS A REGISTERED PROFESSIONAL ENGINEER UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER.  
THIS DOCUMENT IS THE PROPERTY OF BROADUS SERVICES. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF BROADUS SERVICES.

SHEET NUMBER:  
**C-4**  
REVISION:  
**FCD0**

Item 10.

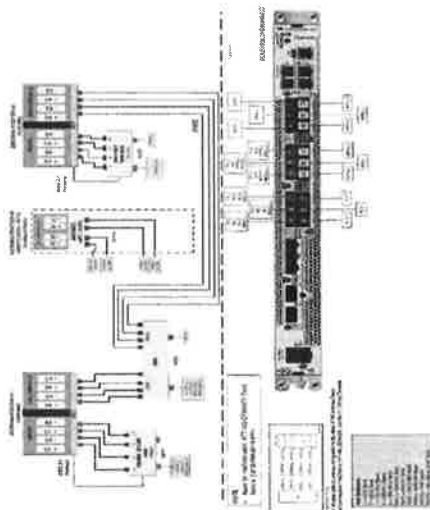
Page 1 of 1

Plumbing Diagram  
Sector B



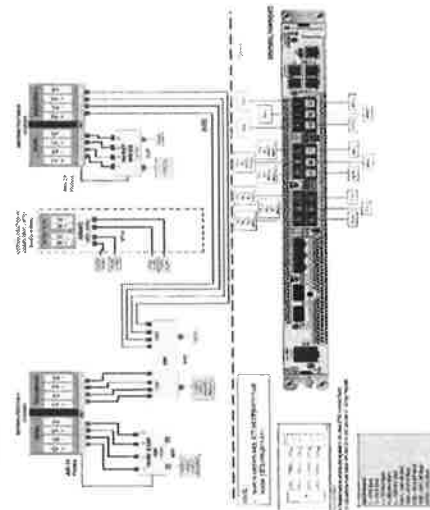
Page 1 of 1

Plumbing Diagram  
Sector A



Page 1 of 1

Plumbing Diagram  
Sector C



1 REDS PLUMBING DIAGRAMS  
SCALE: NOT TO SCALE

**NNH-65B-R4**



**General Specifications**

- Antenna Type:** Patch
- Band:** L-Band
- Gain:** 10 dBi
- Frequency Type:** Fixed
- Performance:**
  - Operating Frequency: 1615-1660 MHz
  - Operating Temperature: -40°C to +70°C
  - Power Consumption: 10W
  - Weight: 1.5 kg
- Dimensions:**
  - Length: 100 mm
  - Width: 50 mm
  - Height: 20 mm

**Remote Electrical Test (RET) Information**

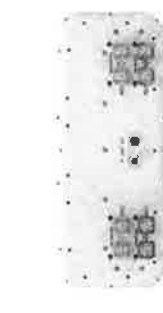
- RET Interface:** SMA
- RET Voltage:** 12V DC
- RET Current:** 1A
- Power Consumption:** 10W
- Dimensions:** 100mm x 50mm x 20mm

- Dimensions:**
  - Length: 100mm
  - Width: 50mm
  - Height: 20mm
- Weight:** 1.5kg
- Material:** Aluminum
- Finish:** Silver

**Array Layout**



**Port Configuration**



**Electrical Specifications**

1 NNH-65B-R4 ANTENNA  
SCALE: NOT TO SCALE

**AIR 6472 B77G B77M Product Specification**

- Key Features:**
  - High Power: 100W
  - Wide Bandwidth: 100 MHz
  - Lightweight: 1.5 kg
  - Easy to Install: 10 minutes
- Operating Conditions:**
  - Temperature: -40°C to +70°C
  - Humidity: 5% to 95%
  - Vibration: 10g
- Power Consumption:** 10W
- Weight:** 1.5 kg
- Dimensions:** 100mm x 50mm x 20mm

**AIR 6472, Physical Dimension and Weight**

Physical Dimension	Without Antenna (mm)	With Antenna (mm)
AIR 6472	95.20 ± 0.20	95.20 ± 0.20
AIR 6472	44.40 ± 0.20	44.40 ± 0.20
AIR 6472	14.40 ± 0.20	14.40 ± 0.20

- \* Site Burden: Same as the one for 6415
- \* Site Space: Same as the one for 6415

PRA Target: Apr 2024  
Lab Entry: Mar 2024



3 NOT USED  
SCALE: NOT TO SCALE

6000 LAS COLINAS BLVD.  
IRVING, TX 75039

4 COUNTRY PLACE CIRCLE  
DALL WORTHINGTON GARDENS  
TEXAS 75016

**AT&T SITE NUMBER:**  
DDL00400

**AT&T SITE NAME:**  
DDL00400

**FA CODE:**  
15682089

**PAGE ID:**  
MRNTX075161

1880 NEWPARK WAY  
PROSPER, TX 75078  
EXISTING WATER TOWER

REV	DATE	ISSUES	DESCRIPTION	INITIALS
1	06/21/2023	WBS	PRELIMINARY	JK
2	07/13/2023	WBS	PRELIMINARY	JK
3	10/03/2023	WBS	FINAL	JK



**BROADBAND SERVICES**  
A COUNTRY PLACE CIRCLE  
DALL WORTHINGTON GARDENS  
TEXAS 75016

IT IS A VIOLATION OF LAW FOR ANY PERSON  
UNLESS THEY ARE AGING UNDER THE DIRECTION  
OF A LICENSED ENGINEER  
TO SEAL OR SIGN ANY DRAWING  
FOR THE STATE OF TEXAS

**C-5 FCD00**



6000 LAS COLINAS BLVD,  
IRVING, TX 75039



**BROADUS SERVICES**  
4 COUNTRY PLACE CIRCLE  
DALWORTHINGTON GARDENS  
TEXAS 76016

**AT&T SITE NUMBER:**  
DDL00400

**AT&T SITE NAME:**  
DDL00400

**FA CODE:**  
15682089

**PACE ID:**  
MRNTX075161

1880 NEWPARK WAY  
PROSPEK, TX 75078  
EXISTING WATER TOWER

**ISSUED FOR:**

REV	DATE	DOWN	DESCRIPTION	DRS/AQ
1	06/21/2011	SKB	PRELIMINARY	JK
2	10/15/2011	SKB	PRELIMINARY	JK
3	12/02/2011	SKB	FINAL	JK



**BROADUS SERVICES**  
FINANCIAL CENTER BUILDING  
4 COUNTRY PLACE CIRCLE  
DALWORTHINGTON GARDENS, TX 76016  
A PROFESSIONAL ENGINEER  
REGISTERED UNDER THE JURISDICTION  
OF A LICENSED PROFESSIONAL ENGINEER  
STATE OF TEXAS (LICENSE NO. 121430)

**SHEET NUMBER:**  
C-6

**REVISION:**  
FCDO0

Item 10.



**DC Surge Protection Solutions for Data Centers - Outdoor Flood Protection**

**DC Surge Protection - Outdoor**

**Series: S1000**

The DC Surge Protection Solutions for Data Centers - Outdoor Flood Protection Series S1000 is designed to protect outdoor DC equipment from lightning and surge damage. It features a rugged, weather-resistant enclosure and a high-voltage surge protection device (SPD) that can handle up to 100kA of surge current.

**Key Features:**

- High-voltage surge protection device (SPD) rated for 100kA
- Rugged, weather-resistant enclosure for outdoor use
- Easy installation and maintenance
- Available in various configurations to meet different system requirements

**Applications:**

- Outdoor DC equipment in data centers
- Outdoor DC equipment in industrial facilities
- Outdoor DC equipment in power plants

3 NOT USED  
SCALE: NOT TO SCALE

**DC Surge Protection Solutions for Data Centers - Indoor Flood Protection**

**DC Surge Protection Solutions**

**Series: S1000**

The DC Surge Protection Solutions for Data Centers - Indoor Flood Protection Series S1000 is designed to protect indoor DC equipment from lightning and surge damage. It features a compact, indoor-rated enclosure and a high-voltage surge protection device (SPD) that can handle up to 100kA of surge current.

**Key Features:**

- High-voltage surge protection device (SPD) rated for 100kA
- Compact, indoor-rated enclosure
- Easy installation and maintenance
- Available in various configurations to meet different system requirements

**Applications:**

- Indoor DC equipment in data centers
- Indoor DC equipment in industrial facilities
- Indoor DC equipment in power plants

2 DC-50-48-60-96-50F OVP  
SCALE: NOT TO SCALE

1 DC9-48-60-24-8C-EV OVP  
SCALE: NOT TO SCALE



AT&T SITE NUMBER:  
DDL00400

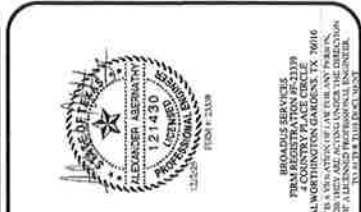
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PAGE ID:  
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1880 NEWPARK WAY  
PROSPER, TX 75078  
EXISTING WATER TOWER

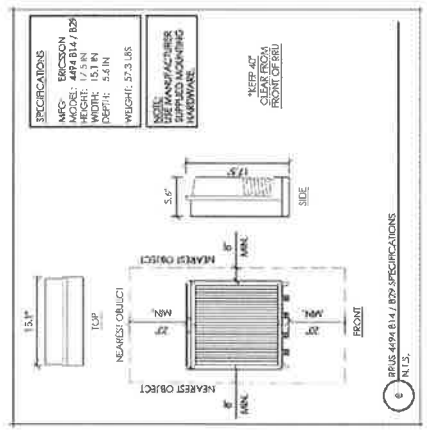
REV	DATE	ISSUED FOR:	ISSUED BY:
1	01/15/2011	PRELIMINARY	JK
2	02/22/2011	REVISED	JK



ISSUED FOR:  
BROADUS SERVICES  
4 COUNTRY PLACE CIRCLE  
DAL WORTHINGTON GARDENS TX 76016  
ENCLZD THEY ARE A COPY UNDER THE DIRECTION  
OF A LICENSED PROFESSIONAL ENGINEER.

REVISION:  
C-7 FCD00

Item 10.



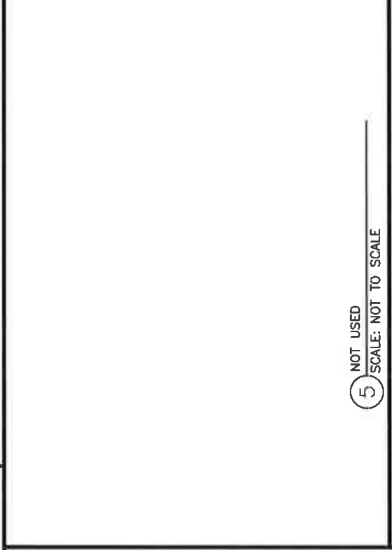
1 RADIO 4494 B14/B29 SPECIFICATIONS  
SCALE: NOT TO SCALE



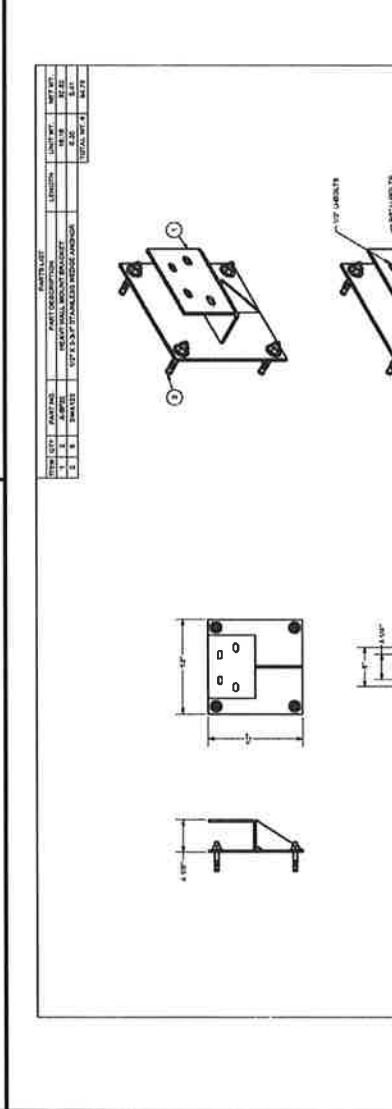
2 RADIO 4890 B5/B12  
SCALE: NOT TO SCALE



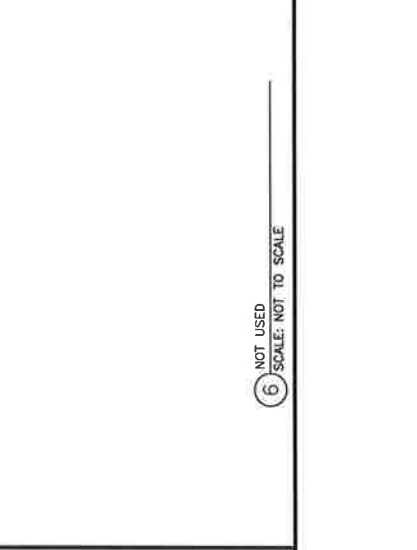
3 RADIO 4490 B5/B12  
SCALE: NOT TO SCALE



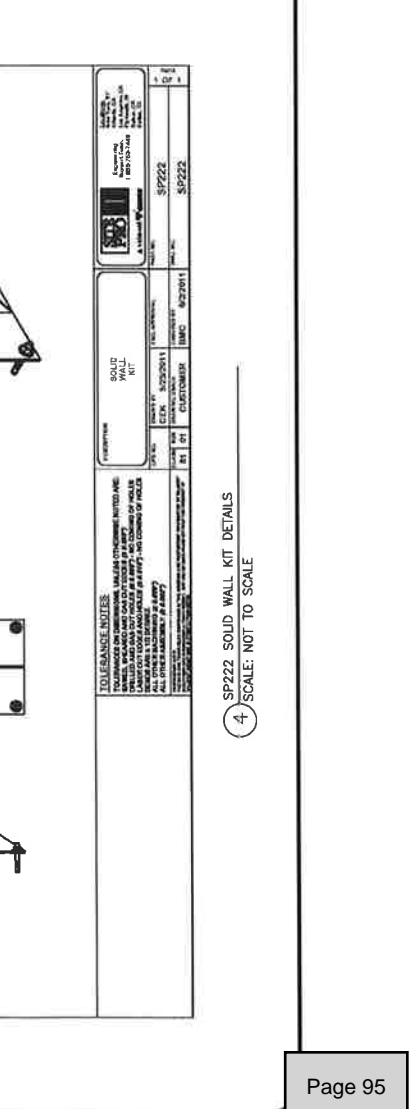
4 NOT USED  
SCALE: NOT TO SCALE



5 NOT USED  
SCALE: NOT TO SCALE



6 NOT USED  
SCALE: NOT TO SCALE



7 SP222 SOLID WALL KIT DETAILS  
SCALE: NOT TO SCALE

# Vertiv™ NetSure™ X701 Walk Up Cabinet (WUC)

## Description

The Vertiv™ NetSure™ X701 provides room for power, batteries, and other sensitive equipment in a single convenient outdoor enclosure. Its aluminum construction provides protection from both vandalism and harsh environmental conditions while still standing up to high winds and seismic events. With up to 15kW of heat dissipation available, the NetSure™ X701 outdoor enclosure is designed to handle ever-increasing heat load requirements at your base station and network edge sites.

- UL 2416 Certified
- Factory-integrated Vertiv™ NetSure™ 512 DC power system supports -48V and -58V DC load requirements
- Battery trays for (3) strings of VRLA batteries up to 210Ah each
- Up to 74RU of available equipment space
- Convenient cable entry and management throughout the enclosure



## Technical Specifications

<b>Enclosure</b>		Dimensions (H x W x D)	86" x 68" x 54"
Two-Bay		Weight	1900 lbs.
		Equipment Space	43 RU available
		Color	Cool White
		Cabinet Access	Front door and rear panels
		Security	All handles can accommodate padlock
Three-Bay		Dimensions (H x W x D)	74" x 102" x 54"
		Weight	1650 lbs.
		Equipment Space	76 RU available
		Color	Cool White
		Cabinet Access	Front door and rear panels
		Security	All handles can accommodate padlock
<b>Mounting</b>		Mounting Options	Flat Platform
		Racks	Adjustable 8" to 23" racks in each equipment chamber
<b>Electrical</b>		Input/Output Voltage	208/240VAC single-phase input; -48VDC primary/-58VDC secondary output
		Maximum Input Current	N/A (Generally used w/ customer-provided service entrance transfer switch, generally 200A)
<b>Environmental</b>		Operating Temperature	-40°C to 46°C
		Relative Humidity	0% to 95% non-condensing
<b>Thermal Solutions</b>		Heat Exchanger	6000 watts in each equipment chamber, 2800 watts in power chamber
<b>Equipment Chamber</b>		DC Power	Factory-integrated NetSure 512 system
		AC Outlet	GFI
		Grounding	Ground bar in each chamber
<b>Standards Compliance</b>		Safety	UL 2416
		Environment	Designed for Telcordia GR-487

1 AT&T EQUIPMENT SPECIFICATIONS  
SCALE: NOT TO SCALE



AT&T SITE NUMBER:  
DDL00400

AT&T SITE NAME:  
DDL00400

FA CODE:  
15682089

PAGE ID:  
MRNTX075161

1880 NEWPARK WAY  
PROSPER, TX 75078

EXISTING WATER TOWER

ISSUED FOR:	DATE	DESCRIPTION	PREP. BY
	10/27/2011	WIP	PRELIMINARY
	11/15/2011	WIP	PRELIMINARY
	12/02/2011	WIP	FINAL



BROADIUS SERVICES  
C-8 FCD00

Item 10.



6000 LAS COLINAS BLVD.  
IRVING, TX 75039



**B BROADUS SERVICES**  
4 COUNTRY PLACE CIRCLE  
DALWORTHINGTON GARDENS  
TEXAS 75016

AT&T SITE NUMBER:  
DDL00400

AT&T SITE NAME:  
DDL00400

FA CODE:  
15682089

PAGE ID:  
MR1X075161

1880 NEWPARK WAY  
PROSPER, TX 75078

EXISTING WATER TOWER

LN	DATE	ISSUE	DESCRIPTION	PREPARED BY	CHKD BY
1	12/14/2001	REV	REVISED	JK	JK
2	12/14/2001	REV	REVISED	JK	JK
3	12/14/2001	REV	REVISED	JK	JK



ISSUED FOR:  
BROADUS SERVICES  
4 COUNTRY PLACE CIRCLE  
DALWORTHINGTON GARDENS  
IRVING, TEXAS 75016

SHEET NUMBER: **C-9**  
REVISION: **FCD00**

Item 10.

**reliko** Industrial Generator Set - 400 kVA - 480V/3-Phase/3-Wire/4-Wire

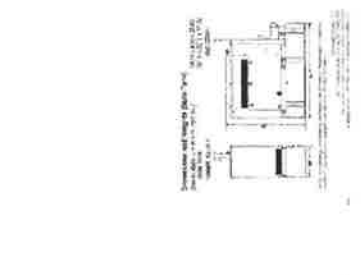
- Standard Features:**
- Prime power generator capacity for 100% prime power
  - 100% prime power generator capacity for 100% prime power
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  - 100% prime power generator capacity for 100% prime power
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  - 100% prime power generator capacity for 100% prime power
  - 100% prime power generator capacity for 100% prime power
  - 100% prime power generator capacity for 100% prime power

**Application Data**

Item	Description	Value
1	Generator Set	400 kVA
2	Generator Set	400 kVA
3	Generator Set	400 kVA
4	Generator Set	400 kVA
5	Generator Set	400 kVA
6	Generator Set	400 kVA
7	Generator Set	400 kVA
8	Generator Set	400 kVA
9	Generator Set	400 kVA
10	Generator Set	400 kVA

**reliko** Industrial Generator Set - 400 kVA - 480V/3-Phase/3-Wire/4-Wire

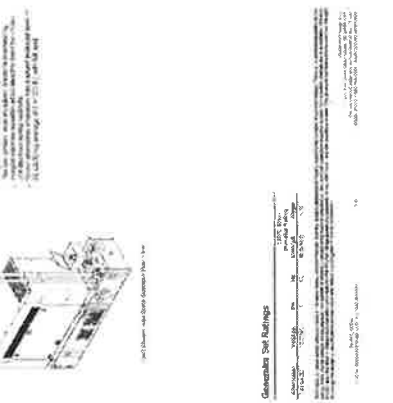
- Standard Features:**
- Prime power generator capacity for 100% prime power
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  - 100% prime power generator capacity for 100% prime power
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  - 100% prime power generator capacity for 100% prime power
  - 100% prime power generator capacity for 100% prime power
  - 100% prime power generator capacity for 100% prime power



1 REHIKO GENERATOR SPECIFICATIONS  
SCALE: NOT TO SCALE

**reliko** Industrial Generator Set - 400 kVA - 480V/3-Phase/3-Wire/4-Wire

- Standard Features:**
- Prime power generator capacity for 100% prime power
  - 100% prime power generator capacity for 100% prime power
  - 100% prime power generator capacity for 100% prime power
  - 100% prime power generator capacity for 100% prime power
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  - 100% prime power generator capacity for 100% prime power



**reliko** Industrial Generator Set - 400 kVA - 480V/3-Phase/3-Wire/4-Wire

- Standard Features:**
- Prime power generator capacity for 100% prime power
  - 100% prime power generator capacity for 100% prime power
  - 100% prime power generator capacity for 100% prime power
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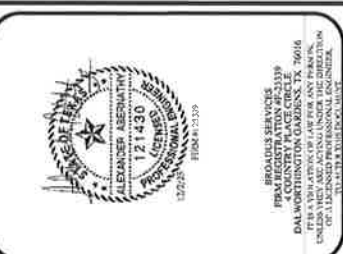
6000 LAS COLINAS BLVD,  
IRVING, TX 75039



**BROADIUS SERVICES**  
4303 W. WOODVILLE  
DALLAS, TEXAS 75246

AT&T SITE NUMBER:  
DDL00400  
AT&T SITE NAME:  
DDL00400  
FA CODE:  
15682089  
PACE ID:  
MRNTX075161  
1880 NEWPARK WAY  
PROSPER, TX 75078  
EXISTING WATER TOWER

REV	DATE	BY	DESCRIPTION	CHK'D BY
1	06/21/2005	WHS	PRELIMINARY	JK
2	11/15/2005	WHS	PRELIMINARY	JK
3	12/02/2005	WHS	FINAL	JK

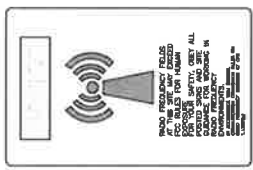


BROADIUS SERVICES  
1880 NEWPARK WAY  
PROSPER, TEXAS 75078  
DAL WORTHINGTON GARDENS, TX 76016  
REGISTERED PROFESSIONAL ENGINEER  
STATE OF TEXAS LICENSE NO. 121430

SHEET NUMBER  
**C-11**  
BY/CHK'D  
**FCD00**

Item 10.

**NO TRESPASSING!**  
AUTHORIZED ENTRY ONLY  
**WARNING**  
DO NOT CLIMB TOWER WITHOUT OWNERS WRITTEN AUTHORIZATION



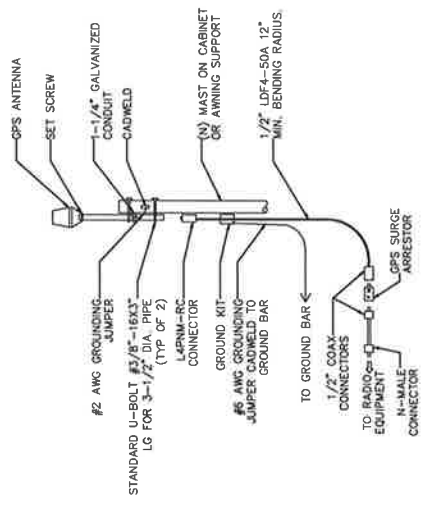
4"x18" 0.040 ALUMINUM

NOTE:  
GENERAL CONTRACTOR TO INSTALL SIGNS BEFORE OR WITH PROJECT MANAGER. WILL PROVIDE SIGNS.

FCC #:  
-----  
4"x18" 0.040 ALUMINUM

RF SIGNAGE NOTES  
2 SCALE: NOT TO SCALE

1 NOT USED  
SCALE: NOT TO SCALE



4 OPS ANENNA  
SCALE: NOT TO SCALE

3 NOT USED  
SCALE: NOT TO SCALE



6000 LAS COLINAS BLVD.  
IRVING, TX 75039



**BROADUS SERVICES**  
4 COUNTRY PLACE CIRCLE  
DALWORTHINGTON GARDENS  
TEXAS 76016

AT&T SITE NUMBER:  
DDL00400

AT&T SITE NAME:  
DDL00400

FA CODE:  
15682089

PAGE ID:  
MRNTX075161

1880 NEWPARK WAY  
PROSPER, TX 75078  
EXISTING WATER TOWER

ISSUED FOR:

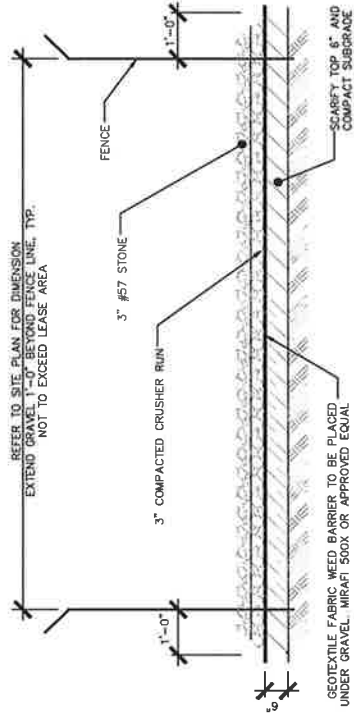
REV	DATE	DESCRIPTION	DESIGN
1	06/27/2023	WBS	PRELIMINARY
2	07/10/2023	WBS	PRELIMINARY
3	12/02/2023	WBS	FINAL



BROADUS SERVICES  
4 COUNTRY PLACE CIRCLE  
DALWORTHINGTON GARDENS, TX 76016  
UNLESS THEY ARE ACTIONED UNDER THE DIRECTION  
OF A LICENSED PROFESSIONAL ENGINEER,  
TO THE PUBLIC ACCOUNTANT

SHEET NUMBER  
**C-12**  
REVISION  
**FCD0**

Item 10.



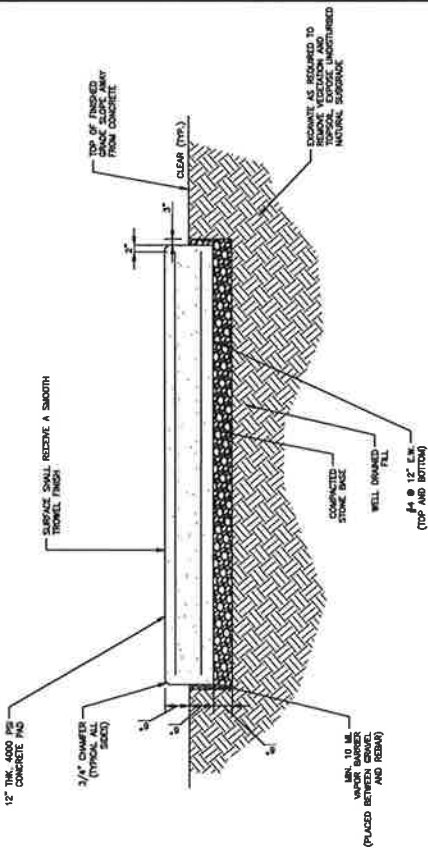
NOTE:  
CLEAR AND GRUB SITE AS  
REQUIRED

1 YARD GRAVEL DETAIL  
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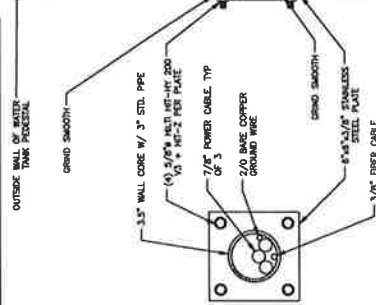
NOTE:  
CONTRACTOR TO PERFORM INSIDE  
TANK CONCRETE WALL PRIOR TO THE  
INSTALLATION OF THE TANK. THE  
STRUCTURAL INTEGRITY OF THE TANK



3 WATER TANK PEDESTAL PENETRATION DETAILS  
SCALE: NOT TO SCALE



1 CONCRETE PAD DETAIL  
SCALE: NOT TO SCALE









6000 LAS COLINAS BLVD.  
IRVING, TX 75039



**BROADUS SERVICES**  
4 COUNTRY PLACE CIRCLE  
DALLAS/WASHINGTON GARDENS  
TEXAS 75016

AT&T SITE NUMBER:  
**DDL00400**

AT&T SITE NAME:  
**DDL00400**

FA CODE:  
**15682089**

PAGE ID:  
**MRNTX075161**

1880 NEWPARK WAY  
PROSPER, TX 75078  
EXISTING WATER TOWER

ISSUED FOR:

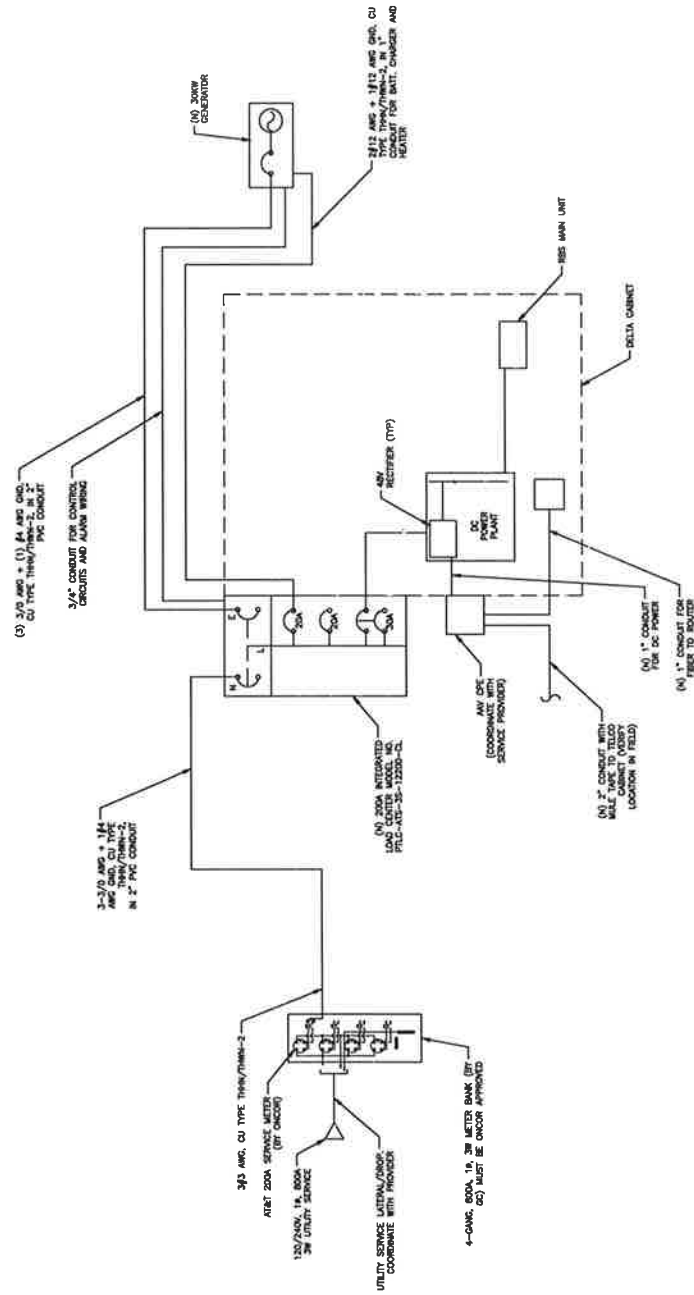
DATE	BY	DESCRIPTION	ISSUED BY
03/11/2003	WBS	PRELIMINARY	JK
03/11/2003	WBS	PRELIMINARY	JK
03/11/2003	WBS	FINAL	JK



BROADUS SERVICES  
FROM: BROADUS SERVICES  
4 COUNTRY PLACE CIRCLE  
DALLAS/WASHINGTON GARDENS, TX 75016  
UNLESS SPECIFICALLY NOTED OTHERWISE,  
ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE.

SHEET NUMBER: **E-2**  
REVISION: **FCD0**

Item 10.



1 ELECTRICAL RISER DIAGRAM  
SCALE: NOT TO SCALE



6000 LAS COLINAS BLVD,  
IRVING, TX 75039



**BROADUS SERVICES**  
4 COUNTRY PLACE CIRCLE  
DALWORTHINGTON GARDENS  
TEXAS 76016

AT&T SITE NUMBER:  
**DDL00400**

AT&T SITE NAME:  
**DDL00400**

FA CODE:  
**15682089**

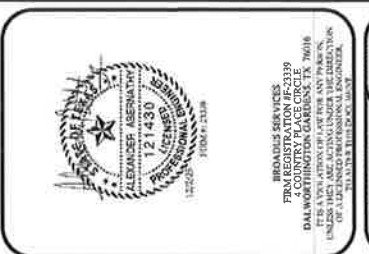
PAGE ID:  
**MRNTX075161**

1880 NEWPARK WAY  
PROSPER, TX 75078

EXISTING WATER TOWER

ISSUED FOR:

DATE	REVISED	DESCRIPTION	DESIGNED BY
NOV 14/2005	010	PRELIMINARY	JK
NOV 14/2005	010	PRELIMINARY	JK
NOV 14/2005	010	FINAL	JK

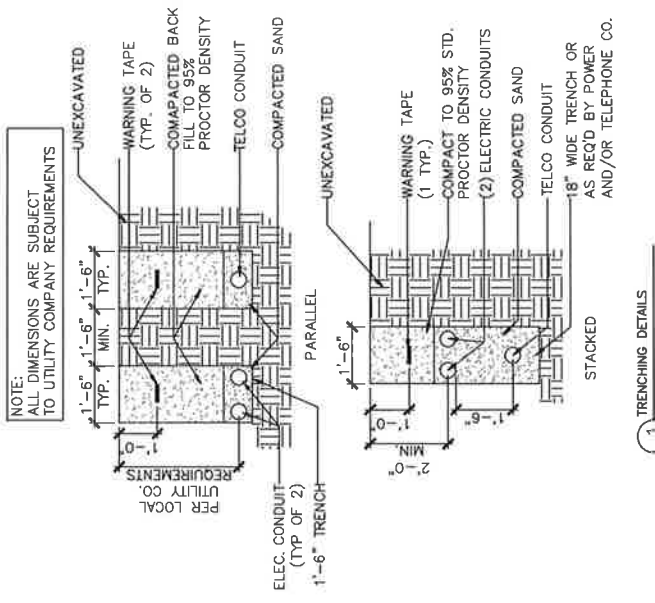


BROADUS SERVICES  
4 COUNTRY PLACE CIRCLE  
DALWORTHINGTON GARDENS, TX 76016  
ALEXANDER ABERNATHY, LICENSE NO. 121430  
REGISTERED PROFESSIONAL ENGINEER  
ELECTRICAL ENGINEERING

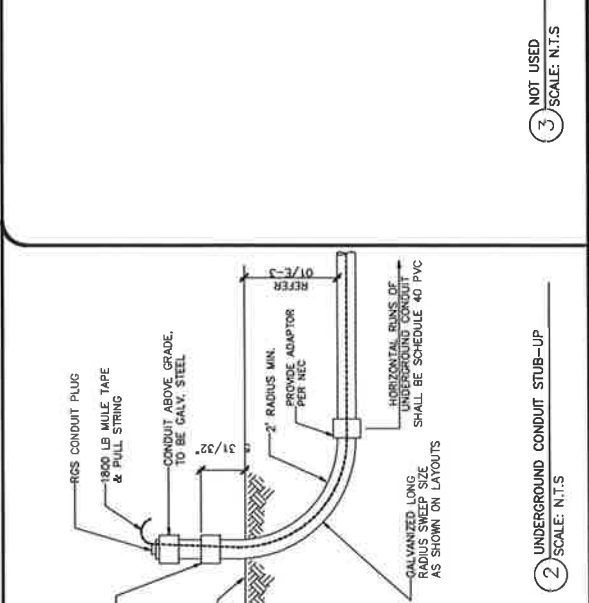
SHEET NUMBER: **E-3**

REVISION: **FCDO**

Item 10.



1 TRENCHING DETAILS  
SCALE: N.T.S.



2 UNDERGROUND CONDUIT STUB-UP  
SCALE: N.T.S.

3 NOT USED  
SCALE: N.T.S.

4 NOT USED  
SCALE: N.T.S.





6000 LAS COLINAS BLVD.  
IRVING, TX 75039



**BROADUS SERVICES**  
A COUNTRY PLACE CIRCLE  
DALLAS-WORTHINGTON GARDENS  
TEXAS 76016

AT&T SITE NUMBER:  
DDL00400

AT&T SITE NAME:  
DDL00400

EA CODE:  
15682089

PAGE ID:  
MRNTX075161

1880 NEWPARK WAY  
PROSPER, TX 75078  
EXISTING WATER TOWER

ISSUED FOR:

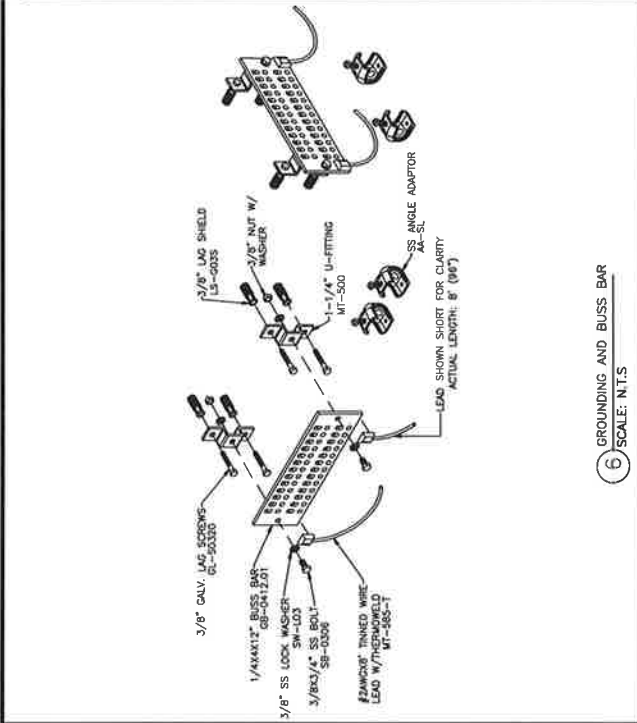
REV	DATE	DESCRIPTION	DESIGN
1			
2			
3			
4			
5			
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7			
8			
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10			



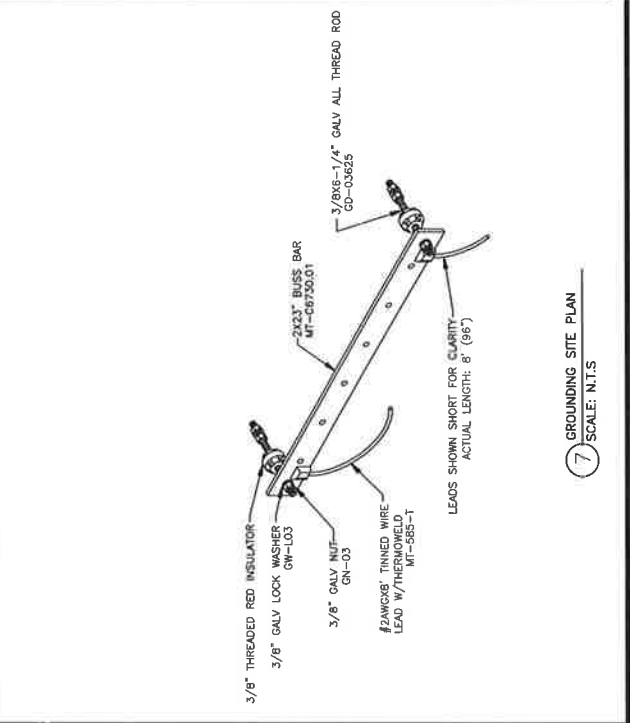
BROADUS SERVICES  
PROSPER OFFICE  
A COUNTRY PLACE CIRCLE  
DALLAS-WORTHINGTON GARDENS, TX 76016  
REGISTERED PROFESSIONAL ENGINEER  
STATE OF TEXAS  
NO. 121430  
EXPIRES 12/31/2008  
BY: ALEXANDER BERNSTEIN, P.E.  
12/20/08

SHEET NUMBER:  
**G-2**  
PROJECT NUMBER:  
**FCD0**

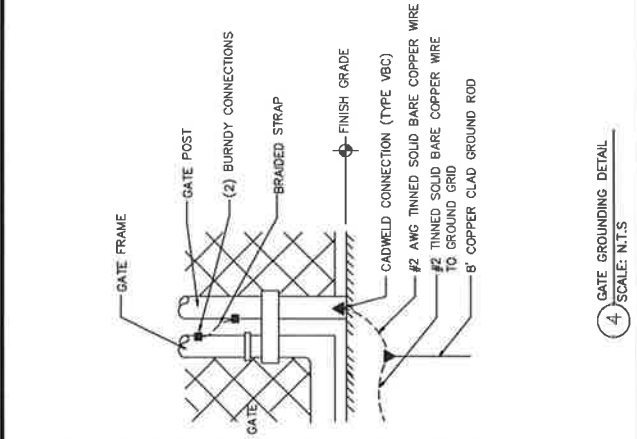
Item 10.



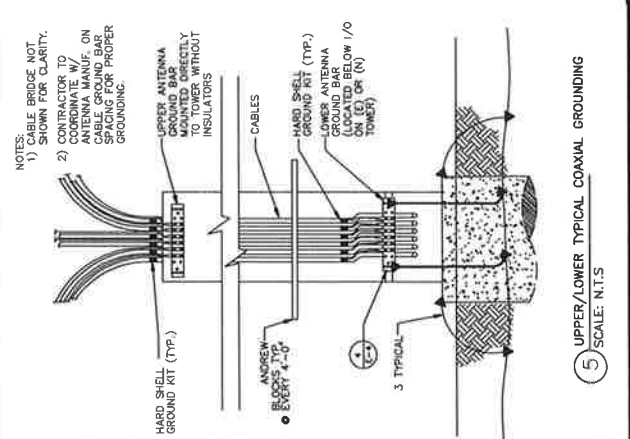
6 GROUNDING AND BUSS BAR  
SCALE: N.T.S.



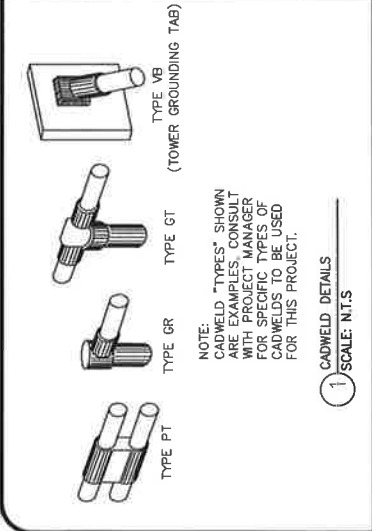
7 GROUNDING SITE PLAN  
SCALE: N.T.S.



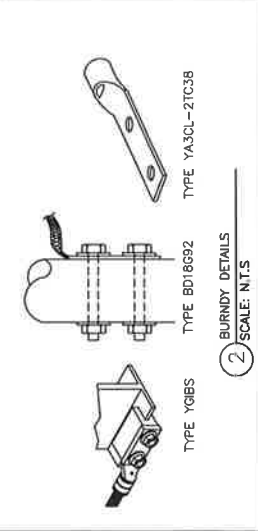
4 GATE GROUNDING DETAIL  
SCALE: N.T.S.



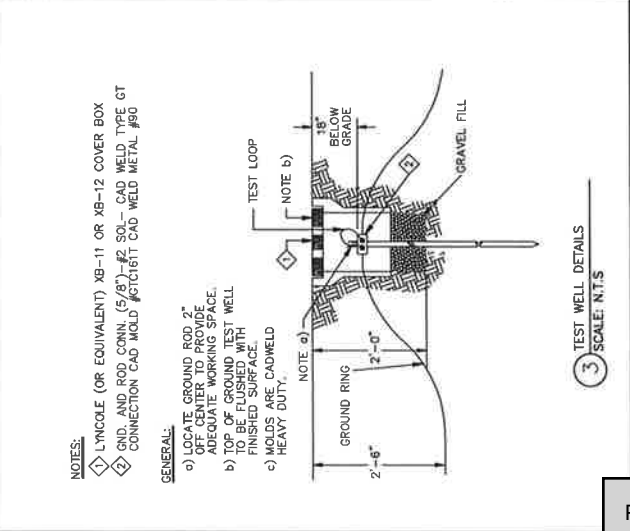
5 UPPER/LOWER TYPICAL COAXIAL GROUNDING  
SCALE: N.T.S.



1 CADWELD DETAILS  
SCALE: N.T.S.



2 BURNDY DETAILS  
SCALE: N.T.S.

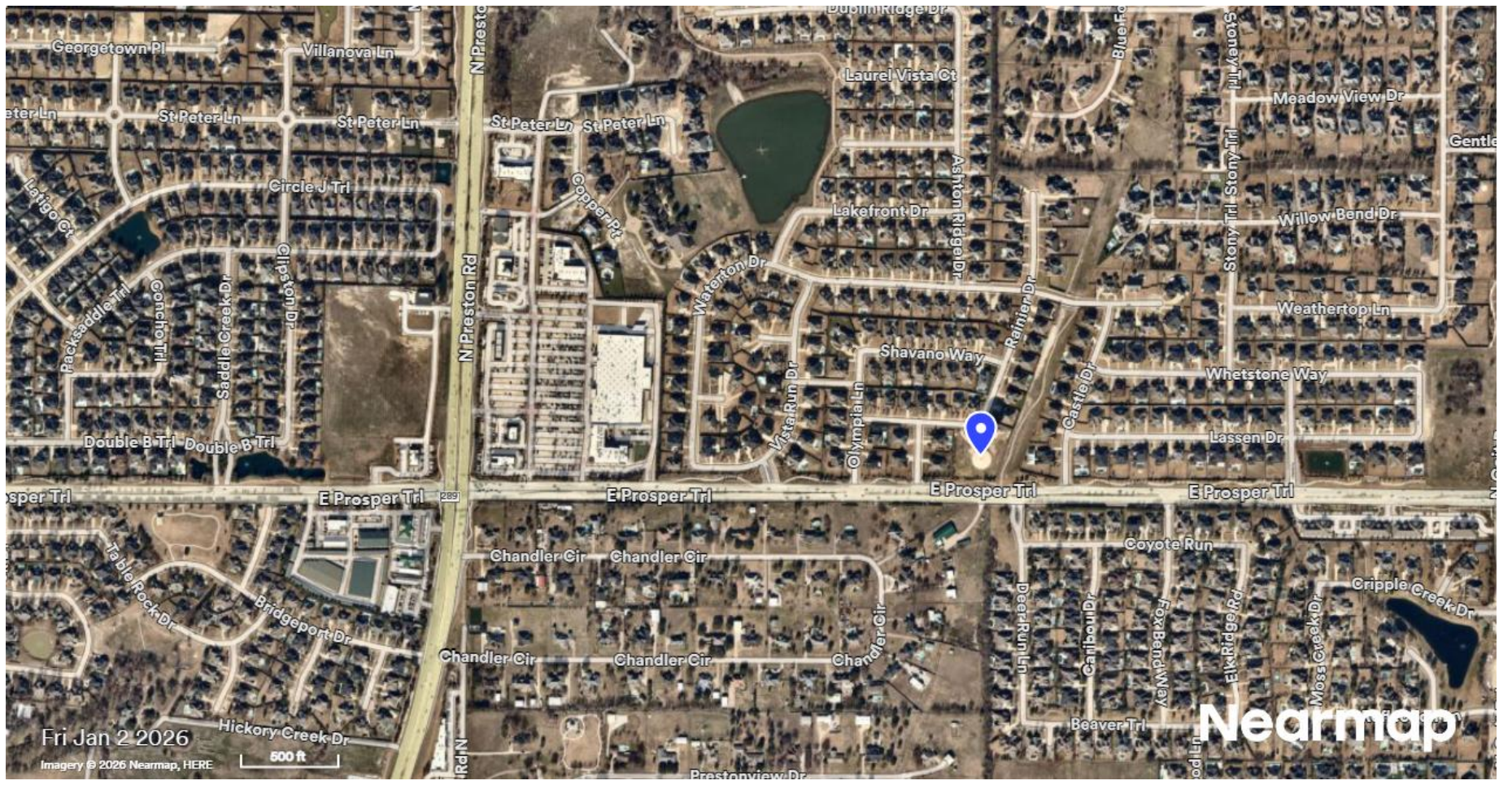


3 TEST WELL DETAILS  
SCALE: N.T.S.

NOTES:  
1) LOCATE GROUND ROD 2\"/>

GENERAL:  
a) LOCATE GROUND ROD 2\"/>







## PARKS AND RECREATION

**To: Mayor and Town Council**

**From: Dan Baker, Director of Parks and Recreation**

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

**Re: Park Improvement Fee Agreement for Creekside Development**

**Town Council Meeting – March 24, 2026**

**Strategic Visioning Priority: Provide Excellent Municipal Services  
Accelerate Infrastructure Delivery**

**Agenda Item:**

Consider and act upon a Park Improvement Fee Agreement between the Town of Prosper and Shaddock-Creekside Prosper, LLC, for the Creekside development.

**Description of Agenda Item:**

By Town Ordinance, developers in Prosper are assessed park improvement fees for residential development. These park improvement fees are used to build parks, park amenities, and hike and bike trails. The grandfathered fee structure is \$1,500 per single-family residential unit.

The developer of Creekside is requesting consideration of an Agreement to:

- (1) Receive a credit to the park improvement fees due in the amount of the increased costs to construct the ten-foot Connector Trail as shown on the Town's Hike and Bike Trail Master Plan along the east side of Legacy Drive vs. the cost to construct the Town's standard six-foot sidewalk. The trail improvements are illustrated on Exhibit B of the attached Agreement. The developer will construct the trail improvements outlined in the Agreement and provide proof of costs to Town Staff for review.
- (2) The remaining park improvement fee due from the Developer will be credited towards development of the proposed Neighborhood Park within the Creekside community. The land area for the Neighborhood Park is being dedicated by the Developer to satisfy the Town's parkland dedication requirements and the provisions of the PD for the property.
- (3) The developer will cover all costs above any credits to complete the park construction. If the developer fails to complete these improvements, all fees will be due to the Town.

The Parks and Recreation Board approved this Park Improvement Fee Agreement at its October 9, 2025, meeting with a 5 to 1 vote.

**Budget Impact:**

- Park improvement fees credited for Creekside – 221 lots @ \$1,500 = \$331,500.00

- Park improvements construction costs = \$709,827.50
- Additional developer costs to construct park = \$419,449.58

Estimated completion of Creekside Park is Fall 2026.

**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. Park Improvement Fee Agreement for Creekside

**Town Staff Recommendation:**

Town Staff recommend the Town Council approve a Park Improvement Fee Agreement between the Town of Prosper and Shaddock-Creekside Prosper, LLC, for the Creekside development.

**Proposed Motion:**

I move to approve a Park Improvement Fee Agreement between the Town of Prosper and Shaddock-Creekside Prosper, LLC, for the Creekside development.

**After Recording Return to:**

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

**PARK IMPROVEMENT FEE AGREEMENT**  
 (CREEKSIDE)

**THIS PARK IMPROVEMENT FEE AGREEMENT** (the "**Agreement**") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2026 (the "**Effective Date**"), by and among **SHADDOCK-CREEKSIDE PROSPER LLC**, a Texas limited liability company ("**Developer**") Developer, and the **TOWN OF PROSPER, TEXAS**, a Texas home-rule municipality ("**Town**"), on the terms and conditions hereinafter set forth.

**WITNESSETH:**

**WHEREAS**, Developer desires to fulfill its park improvement fee obligations associated with the development of the Property (as hereinafter defined in Section 1), as prescribed in the Town's ordinances; and

**WHEREAS**, in consideration of Developer's actions set forth below, the Town agrees that Developer may fulfill its park improvement fee obligations in the manner set forth below.

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

1. **Land Subject to Agreement.** The land that is subject to this Agreement is that certain real property owned by Developer in the Town of Prosper, Denton County, Texas, as more particularly described on Exhibit A, attached hereto and incorporated herein by reference (the "**Property**"); and
2. **Assessments.** Notwithstanding any provision in this Agreement to the contrary, the Property shall be assessed park improvement fees in the amount of \$1,500 per single family unit and \$2,000 per multi-family unit, in the Property (the "**Park Improvement Fees**") in accordance with the Town's ordinances at the time of application. These payments of and/or credits to the Park Improvement Fees shall be in accordance with the obligations set forth in this Agreement.
3. **Trail Improvements Credits.**
  - (a) The Town shall provide credits to the Park Improvement Fees in an amount equal to the Construction Costs (as hereinafter defined in Section 3(b)) of the trails constructed by Developer adjacent to the Property as generally shown on Exhibit B and illustrated on the Town's Hike and Bike Master Plan (collectively, the "**Trail Improvements**") less the Construction Cost of a standard width sidewalk (the "**Trail Upsize Costs**"). Provided that the Developer completes the Trail Improvements in accordance with this Agreement, the Town shall provide Credits (as hereinafter defined in Section 3(c)) to residential

development within the Property for the Trail Upsize Costs. No Credits will be given to non-residential developments.

(b) As a condition to receiving any Credit, Developer shall tender to the Town evidence, in a form(s) reasonably acceptable to the Town, including affidavits of payment/affidavits as to debts and liens ("**Evidence of Payment(s)**"), of the Construction Costs incurred and paid by Developer. The term "**Construction Costs**" as used herein shall include engineering and landscape architecture design costs, surveying costs, construction costs, and geotechnical materials testing costs.

(c) Upon Developer providing the Town the Evidence of Payment(s), the Town will credit the Developer for the amount of Trail Upsize Costs (the "**Credit**") set forth in the Evidence of Payment(s), which Credit shall be applied toward the actual amount of the Park Improvement Fees due or that may become due on the Property.

(d) Developer represents that the estimated Trail Upsize Costs are Forty-five Thousand and No/100 Dollars (\$45,000.00), as more particularly described in Exhibit E, attached hereto and incorporated herein for all purposes.

(e) The Park Improvement Fees *less* the amount of the Credit (the "**Net Park Improvement Fees**") shall be utilized to construct the Park Improvements (as hereinafter defined in Section 4).

**4. Park Improvements.** Developer agrees to complete improvements to the approximately 7.0 acres of land within the Property to be dedicated via plat to the Town and as described on Exhibit D (the "**Parkland**").

(a) The improvements proposed for the Parkland are generally shown on Exhibit C (the "**Park Improvements**"). Developer represents that the estimated Construction Costs for the Park Improvements are Seven Hundred Ten Thousand and No/100 Dollars (\$710,000.00) (the "**Estimated Park Improvements Costs**"), as more particularly described in Exhibit E. The final scope of the Park Improvements and the resulting Estimated Park Improvement Costs shall be developed and agreed upon by both Developer and the Town.

(b) Developer shall obtain bids on the construction of the Park Improvements from at least three (3) qualified contractors and shall provide a copy of such bids received, together with an estimated time frame for completion of construction of such portion of the Park Improvements, to the Town for their review and approval (the "**Approved Contractor(s)**" and the "**Approved Costs**").

(c) Developer shall: (i) execute a contract for the construction of the Park Improvements with the Approved Contractors; (ii) manage the construction of the Park Improvements; (iii) use commercially reasonable efforts to complete the Park Improvements within the applicable estimated time frame; and (iv) obtain the Town's acceptance of same.

(d) Provided that the Developer constructs the Park Improvements in accordance with this Agreement, the Developer will retain all park improvement fees for the Park Improvements.

(e) The Park Improvements shall be constructed in accordance with all applicable Town ordinances, rules and regulations, and substantially in accordance with the plans and specifications to be prepared by Developer and approved by the Town for construction of the Park Improvements. Any modification or amendment to such plans and specifications is subject to approval by Developer and the Town, which approval will not be unreasonably withheld, conditioned or delayed.

(f) Notwithstanding anything to the contrary set forth herein or in applicable Town ordinances, rules or regulations, the Town agrees that if, in connection with construction of the Park Improvements, any trees are required to be removed pursuant to the Town approved plans and specifications for construction of the Improvements, Developer shall not be required to comply with any applicable tree mitigation requirements. Developer must inform the Town of any tree removals and must limit the tree removal to those areas that are required to complete the Park Improvements. Town will provide trees given to the Town in lieu of tree mitigation fees from other projects to the Developer for this project.

## 5. **Park Operation.**

(a) Town agrees, at its sole cost and expense, to maintain the completed Park Improvements within the Parkland in accordance with Town Standards including (i) mowing and maintenance of the landscaping and (ii) maintenance of the irrigation system (the "**Maintenance Obligations**"). The Town and Developer agree that under no circumstances shall the Developer be responsible for any part or portion of the costs associated, directly or indirectly, with the Maintenance Obligations.

6. **Default.** Prior to the exercise of any remedy by the Town or Developer due to a default by any of the parties, (i) the non-defaulting party shall deliver a written notice to the defaulting party formally notifying in reasonable detail the defaulting party of its default, and (ii) the default(s) identified in the default notice shall not be a default hereunder and the non-defaulting party shall not exercise any remedy if the default is cured within thirty (30) days following the defaulting party's receipt of such default notice; provided, however, that if such default is non-monetary and cannot reasonably be cured within such thirty (30) day period, the defaulting party may have a reasonable period of time to cure such default if the defaulting party commences action to cure such default within such period of thirty (30) days and thereafter diligently proceeds to cure such default and provided that such extended period does not exceed an additional thirty (30) days. Notwithstanding anything to the contrary, the parties agree that if a default is not cured within the applicable time period, the sole and exclusive remedies of the non-defaulting party will be to terminate this Agreement and thereafter the parties will not have any further rights, duties or obligations under this Agreement, except that any obligations or liabilities that accrued prior to the date of termination will survive.

7. **Covenant Running with Land.** The obligations set forth herein relate to the Property, in whole and in part, and this Agreement shall be a covenant running with the land and the Property



10. **Application of Texas Laws and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas. Venue for any action arising under this Agreement shall lie in Denton County, Texas.

11. **Prevailing Party in Event of Legal Action.** In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any final non-appealable judgement in any such action or proceeding shall be entitled to recover its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

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

13. **Invalidation.** Invalidation of any one of the provisions of this document by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

14. **Counterparts.** A telecopied facsimile or emailed pdf of a duly executed counterpart of this Agreement shall be sufficient to evidence the binding agreement of each party to the terms herein.

15. **Town Manager Authorized to Execute.** The Town Manager of the Town of Prosper is authorized to execute this Agreement on behalf of the Town.

16. **Severability.** In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

17. **Binding Obligation.** The Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The Town warrants and represents that the individual executing this Agreement on behalf of the Town has full authority to execute this Agreement and bind the Town to the same. Developer warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind Developer to same. Further, this Agreement is and shall be binding upon Developer, its successors, heirs, assigns, grantees, vendors, trustees, representatives, and all others holding any interest now or in the future.

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

19. **Roughly Proportionate Determination under Texas Law.** Developer has been represented by legal counsel in the negotiation of this Agreement and been advised, or have had the opportunity to have legal counsel review this Agreement and advise Developer regarding Developer's rights under Texas and federal law. Developer hereby waives any requirement that

the Town retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas Occupations Code, to review and determine that the exactions required by the Town in this Agreement, if any, as a condition of zoning approval, including the terms of this Agreement, are roughly proportional or roughly proportionate to the Project's anticipated impact. Developer specifically reserves their rights to appeal the apportionment of municipal infrastructure costs in accordance with § 212.904 of the Texas Local Government Code; however, notwithstanding the foregoing, Developer hereby waives and releases the Town from any and all liability under § 212.904 of the Texas Local Government Code, as amended, regarding or related to the cost of those municipal infrastructure improvements required by this Agreement. This Paragraph shall survive the termination of this Agreement.

**20. Rough Proportionality Determination under Federal Law.** Developer hereby waives any federal constitutional claims and any statutory or state constitutional takings claims under the Texas Constitution and Chapter 395 of the Texas Local Government Code in regard to this Agreement. Developer and the Town further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements in this Agreement, if any, mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the projected impact of the terms of this Agreement. Developer further acknowledges that the benefits of zoning and platting have been accepted with full knowledge of potential claims and causes of action which may be raised now and in the future, and Developer acknowledges the receipt of good and valuable consideration for the release and waiver of such claims. This Paragraph shall survive the termination of this Agreement.

**21. Vested Rights/Chapter 245 Waiver.** The signatories hereto shall be subject to all ordinances of the Town, whether now existing or in the future arising. This Agreement shall confer no vested rights on the Property, or any portion thereof, unless specifically enumerated herein. In addition, nothing contained in this Agreement shall constitute a "permit" as defined in Chapter 245, Texas Local Government Code, and nothing in this Agreement provides the Town with fair notice of Developer's project. This Section shall survive the termination of this Agreement.

**22. Developer's Warranties/Representations.** All warranties, representations and covenants made by Developer in this Agreement or in any certificate or other instrument delivered by Developer to the Town under this Agreement shall be considered to have been relied upon by the Town and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by the Town or on the Town's behalf.

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

**24. Sovereign Immunity.** The parties agree that the Town has not waived its sovereign immunity by entering into and performing its obligations under this Agreement, except as to Chapter 271, Subchapter I of the Local Government Code, to the extent applicable, if at all.

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

26. **Conveyances.** All conveyances required herein shall be made in a form acceptable to the Town and free and clear of any and all liens and encumbrances.

27. **Waiver.** Waiver by any party of any breach of this Agreement, or the failure of any party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive any such party's right thereafter to enforce and compel strict compliance.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

**IN WITNESS WHEREOF**, the parties have executed this Agreement and caused this Agreement to be effective as of the Effective Date.

**TOWN:**

TOWN OF PROSPER, TEXAS

By: \_\_\_\_\_  
Mario Canizares, Town Manager

**STATE OF TEXAS**                   §  
  §  
**COUNTY OF COLLIN**           §

**BEFORE ME**, the undersigned authority, on this day personally appeared Mario Canizares, Town Manager, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the duly authorized representative for **THE TOWN OF PROSPER, TEXAS**, and he executed said instrument for the purposes and consideration therein expressed.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE**, this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission Expires: \_\_\_\_\_

**DEVELOPER:**

SHADDOCK-CREEKSIDE PROSPER LLC  
a Texas limited liability company

By: \_\_\_\_\_  
William C. Shaddock, Jr., Manager

STATE OF TEXAS                    §  
  §  
COUNTY OF \_\_\_\_\_       §

**BEFORE ME**, the undersigned authority, a Notary Public, on this day personally appeared William C. Shaddock, Jr., Manager of **SHADDOCK-CREEKSIDE PROSPER LLC**, a Texas limited liability company, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated on behalf of said limited liability company.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE**, this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission Expires: \_\_\_\_\_

## Exhibit A

### Legal Description of the Property

WHEREAS, Shaddock Acquisitions, LLC is the owner of a 90.730-acre (3,952,213-square-foot) tract of land situated in the Collin County School Land Survey, Abstract No. 147, Town of Prosper, Collin County, Texas; said tract being part of that certain tract of land described in Special Warranty Deed to Legacy Frontier, LLC recorded in Instrument No. 20150203000121210 of the Official Public Records of Collin County, Texas; said 90.730-acre-tract of land being more particularly described by metes and bounds as follows:

COMMENCING, at a 5/8-inch iron rod with illegible cap found for the southeast corner of that called 1.436-acre tract of land described in Right-of-Way Dedication to the City of Celina recorded in Instrument No. 2008-9821 of said Official Records of Denton County, and at the intersection of the approximate centerline of Legacy Drive (a variable-width public right-of-way) and the south right-of-way line of Frontier Parkway (a variable-width public right-of-way); said point being the northwest corner of said Legacy Frontier tract, the northeast corner of that called 18.954-acre tract of land described in Right-of-Way Warranty Deed to City of Celina recorded in Instrument No. 2022-24205 of the Official Records of Denton County, Texas;

THENCE, South 00 degrees 30 minutes 57 seconds West, with the approximate centerline of said Legacy Drive, a west line of said Legacy Frontier tract, the east line of the said 18.954-acre City of Celina tract, and the east line of those certain tracts of land described in Special Warranty Deeds to Merritt/Thornton Farm Partnership, L.P. recorded in Instrument No. 99-096577, 99-096578, and 99-096579 of the Deed Records of Denton County, Texas, a distance of 189.17 feet to a 5/8-inch iron rod with "RPLS 5674" cap found; said point being a southwest corner of said Legacy Frontier tract, the northwest corner of that certain tract of land described in Right-of-Way Warranty Deed to the Town of Prosper recorded in 20100518000498080 of said Official Public Records of Collin County, and the northeast corner of that certain tract of land described in General Warranty Deed to Denton County, Texas recorded in Instrument No. 2010-62874 of said Official Records of Denton County;

THENCE, South 89 degrees 49 minutes 05 seconds East, departing the approximate centerline of said Legacy Drive and the said east line of Merritt/Thornton tract and with a south line of said Legacy Frontier tract and the north line of said Town of Prosper tract, a distance of 39.21 feet to a point; said point being an ell corner of said Legacy Frontier tract and the northeast corner of said Town of Prosper tract;

THENCE, South 00 degrees 10 minutes 55 seconds West, with a west line of said Legacy Frontier tract and the east line of said Town of Prosper tract, a distance of 320.00 feet to a 5/8-inch iron rod; said point being an ell corner of said Legacy Frontier tract and the southeast corner of said Town of Prosper tract;

THENCE, North 89 degrees 49 minutes 05 seconds West, with a north line of said Legacy Frontier tract and the south line of said Town of Prosper tract, a distance of 40.90 feet to a PK nail found in the said approximate centerline of Legacy Drive; said point being a northwest

corner of said Legacy Frontier tract, the southwest corner of said Town of Prosper tract, the southeast corner of said Denton County tract, and a northeast corner of that called 26.822-acre tract described in Special Warranty Deed to Merritt Crossing Development LLC recorded in Instrument No. 2021-213963 of said Official Records of Denton County;

THENCE, South 00 degrees 29 minutes 02 seconds West, with the said approximate centerline of Legacy Drive, a west line of said Legacy Frontier tract, and an east line of said Merritt Crossing Development tract, a distance of 358.02 feet to a 5/8-inch iron rod with "BGE" cap set for corner at the POINT OF BEGINNING;

THENCE, North 89 degrees 17 minutes 48 seconds East, departing the said approximate centerline of Legacy Drive, the said east line of Merritt Crossing Development tract, and the said west line of Legacy Frontier tract and into and across said Legacy Frontier tract, a distance of 1,515.50 feet to a 5/8-inch iron rod with "BGE" cap set for corner in an east line of said Legacy Frontier tract and a west line of a called 99.522-acre tract of land described as Tract 1 in Special Warranty Deed to Toll Southwest LLC recorded in Instrument No. 2024000009613 of said Official Public Records of Collin County;

THENCE, South 00 degrees 00 minutes 38 seconds East, with the said east line of Legacy Frontier tract and the said west line of Tract 1, a distance of 288.74 feet to a 1/2-inch iron rod found for corner; said point being an interior corner of said Legacy Frontier tract and a southwest corner of said Tract 1;

THENCE, North 89 degrees 11 minutes 50 seconds East, with a north line of said Legacy Frontier tract and a south line of said Tract 1, a distance of 1,532.96 feet to a 1/2-inch iron rod with illegible cap found for corner; said point being a northeast corner of said Legacy Frontier tract and an interior corner of said Tract 1;

THENCE, South 01 degrees 14 minutes 54 seconds East, with an east line of said Legacy Frontier tract and a west line of said Tract 1, a distance of 1,151.46 feet to a 60D nail found for corner in the north line of a called 221.617-acre tract of land described in Special Warranty Deed to BGY Prosper 221 LLC in Instrument No. 20171121001544530 of said Official Public Records of Collin County; said point being the southeast corner of said Legacy Frontier tract and the southwest corner of said Tract 1;

THENCE, South 89 degrees 13 minutes 16 seconds West, with the south line of said Legacy Frontier tract and the said north line of BGY Prosper 221 tract, a distance of 1,063.46 feet to a 5/8-inch iron rod with "KHA" cap found for corner; said point being an angle point for said Legacy Frontier tract, the northwest corner of said BGY Prosper 221 tract, and the northeast corner of a called 37.554-acre tract of land described as Tract 2 in Special Warranty Deed to Toll Southwest LLC recorded in Instrument No. 2024000009613 of said Official Public Records of Collin County;

THENCE, South 89 degrees 44 minutes 50 seconds West, continuing with the south line of said Legacy Frontier tract and with the north line of said Tract 2 and the north line of that called 38.572-acre tract of land described in Special Warranty Deed to Prosper Independent School

District recorded in Instrument No. 20200817001344070 of said Official Public Records of Collin County, at a distance of 645.55 feet passing a 1/2-inch iron rod found for the northwest corner of said Tract 2 and the northeast corner of said Prosper Independent School District tract and continuing for a total distance of 2,022.01 feet to a point for corner in the said approximate centerline of Legacy Drive and in the said east line of Merritt Crossing Development tract; said point being the southwest corner of said Legacy Frontier tract and the northwest corner of said Prosper Independent School District tract;

THENCE, North 00 degrees 29 minutes 02 seconds East, with the said approximate centerline of Legacy Drive, the west line of said Legacy Frontier tract, and the east line of said Merritt Crossing Development tract, a distance of 1,423.27 feet to the POINT OF BEGINNING and containing 90.730 acres or 3,952,213 square feet of land, more or less.

# Exhibit B

## Trail Improvements

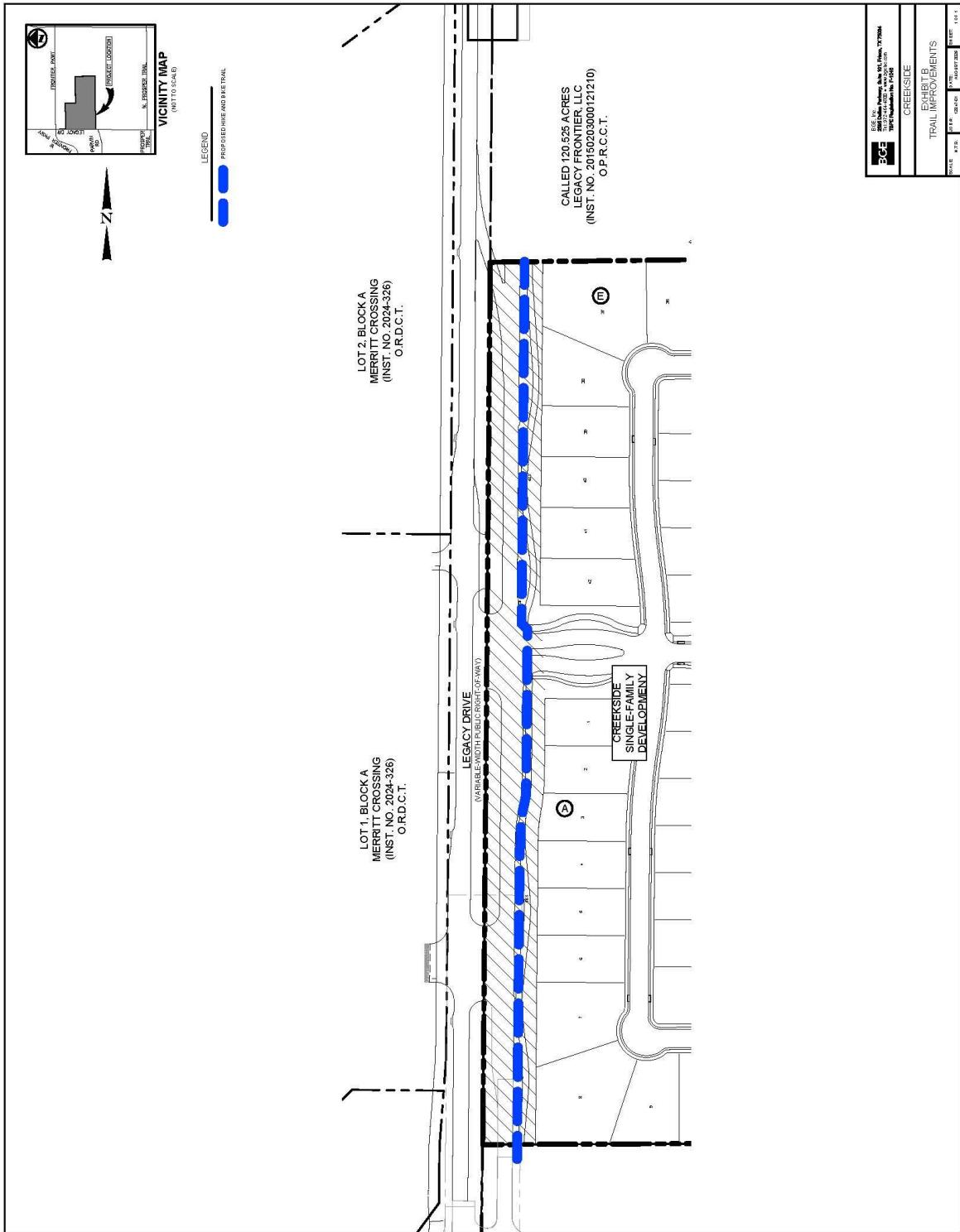


Exhibit B – Trail Improvements  
(Creekside)

# Exhibit C

## Park Improvements

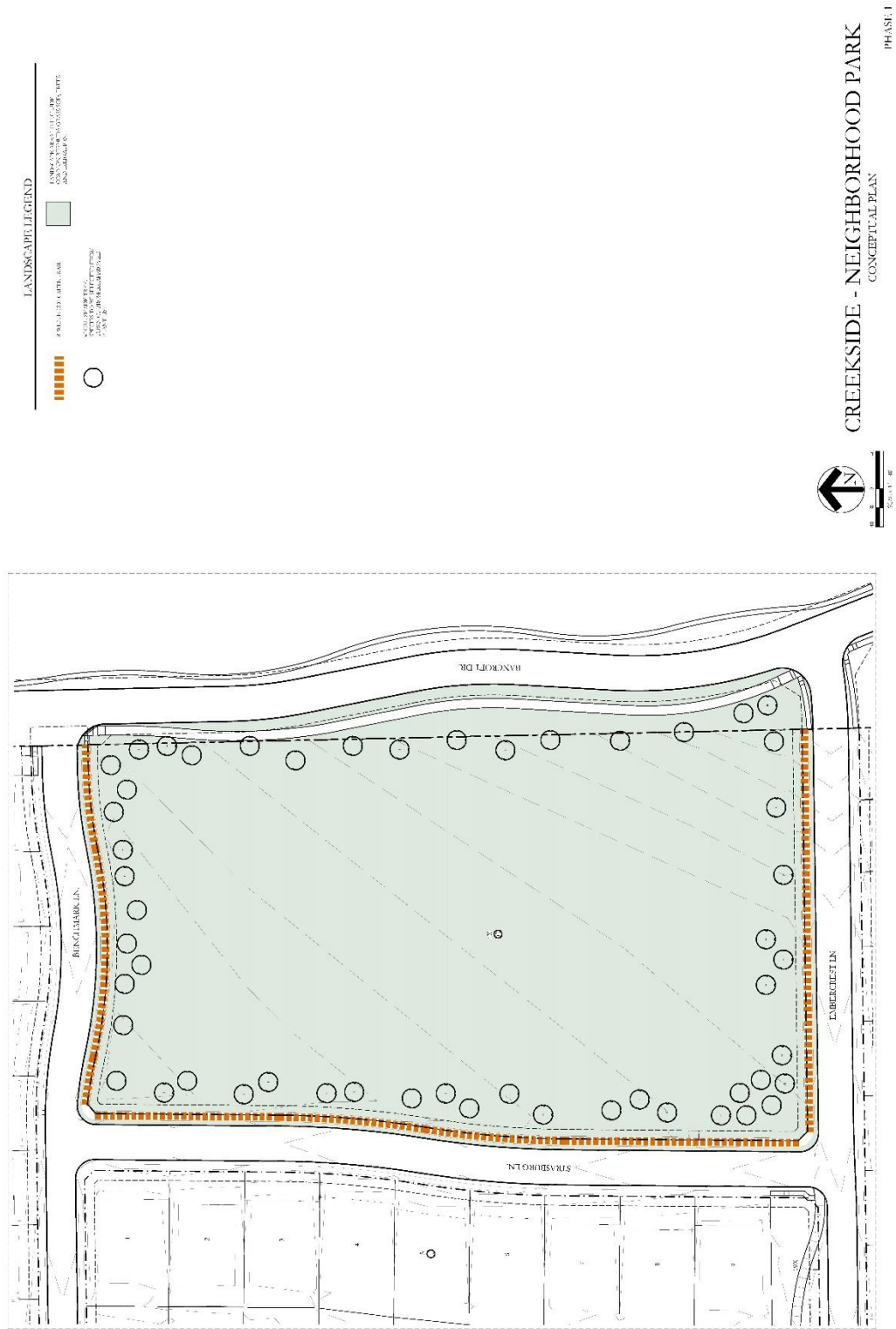


Exhibit C – Depiction of the Park Improvements (Creekside)

### Exhibit D

### Legal Description of the Parkland

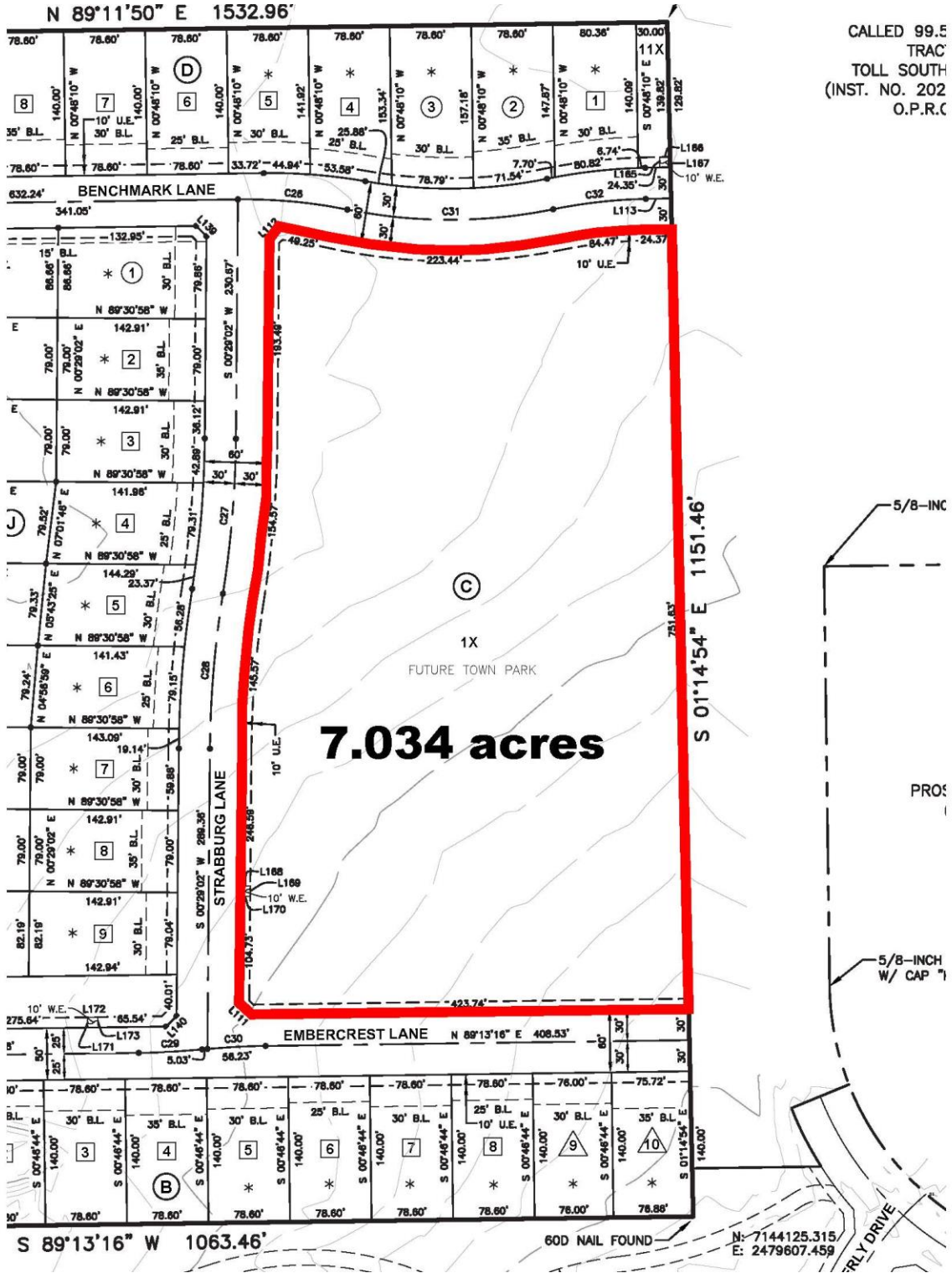


Exhibit D – Legal Description of the Parkland (Creekside)

**Exhibit E**

Trail Upsize Costs

ITEM DESCRIPTION	CONTRACT INFO			CREDIT CALCULATIONS				
	UNIT	QUANTITY	UNIT PRICE	WIDTH	UNIT	QUANTITY	UNIT PRICE	TOTAL
10' Hike and Bike Trail (5" thick)	SY	1,503	\$ 65.70	10	SF	13,527	\$ 7.30	\$ 98,747.10
6' Reinforced Concrete Sidewalk (4" thick)	SY		\$ 63.90	6	SF	(8,116)	\$ 7.10	\$ (57,625.02)
				<b>Credit for hike and bike trail oversizing</b>				<b>\$ 41,122.08</b>

Estimated Park Improvement Costs

**Architect's Preliminary Cost Estimate**

RE: Creekside - Neighborhood Park Improvements  
Town of Prosper, Collin County, Texas

30-Dec-25

Prepared By: Cody Johnson PLA, ASLA, LI  
Johnson Volk Consulting, Inc.

	<u>Qty</u>	<u>Unit</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total</u>
1	1	LS	Final Grading	\$7,500.00	\$7,500.00
2	1	EA	Electrical Service	\$13,500.00	\$13,500.00
3	335,100	SF	Common Bermuda Solid Sod	\$0.60	\$201,060.00
4	335,100	SF	Complete Irrigation System (incl controller)	\$0.85	\$284,835.00
5	1	LS	Park Signage	\$35,000.00	\$35,000.00
6	52	EA	4" cal. Shade Trees (natural placements)	\$550.00	\$28,600.00
7	3,400	SF	8' Width Concrete Sidewalk - along south side	\$6.75	\$22,950.00
8	3,060	SF	8' Width Concrete Sidewalk - along north side	\$6.75	\$20,655.00
9	5,930	SF	8' Width Concrete Sidewalk - along west side	\$6.75	\$40,027.50
10	1	LS	LA Design Fees	\$36,000.00	\$36,000.00
11	1	LS	Construction Management	\$19,700.00	\$19,700.00
<b>Subtotal: Base Park Improvements</b>					<b>\$709,827.50</b>



## 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 Ordinance for Private Streets

Town Council Meeting – March 24, 2026

**Strategic Visioning Priority: Ensure the Town's Commercial Corridors are Ready for Development**

**Agenda Item:**

Consider and act upon an Ordinance for a Specific Use Permit for Private Streets on Jeremiah Horn Survey, Abstract 411, Tract 35 and a portion of Tracts 5 and 48, on 21.4± acres, located 530± feet north of University Drive and 2,575± feet east of Lakewood Drive. (ZONE-25-0002)

**Description of Agenda Item:**

On February 24, 2026, the Town Council unanimously approved the proposed Specific Use Permit request by a vote of 7-0. An ordinance has been prepared accordingly.

**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 recommend the Town Council approve an Ordinance for a Specific Use Permit for Private Streets on Jeremiah Horn Survey, Abstract 411, Tract 35 and a portion of Tracts 5 and 48, on 21.4± acres, located 530± feet north of University Drive and 2,575± feet east of Lakewood Drive.

**Proposed Motion:**

I move to approve/deny an Ordinance for a Specific Use Permit for Private Streets on Jeremiah Horn Survey, Abstract 411, Tract 35 and a portion of Tracts 5 and 48, on 21.4± acres, located 530± feet north of University Drive and 2,575± feet east of Lakewood Drive.

## TOWN OF PROSPER, TEXAS

ORDINANCE NO. 2026-\_\_

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, AMENDING THE ZONING ORDINANCE BY GRANTING A SPECIFIC USE PERMIT (SUP) TO ALLOW PRIVATE STREETS ON A TRACT OF LAND CONSISTING OF 21.4 ACRES, MORE OR LESS, SITUATED IN JEREMIAH HORN SURVEY, ABSTRACT 411, TRACT 35 AND A PORTION OF TRACTS 5 AND 48, IN THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS; 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-25-0002) from Ryan Sextro ("Applicant") for a Specific Use Permit (SUP) for Private Streets, on a tract of land Planned Development-114 (PD-114) and Specific Use Permit-52 (S-52), consisting of 21.4 acres of land, more or less, in Jeremiah Horn Survey, Abstract 411, Tract 35 and a portion of Tracts 5 and 48, in the Town of Prosper, Collin County, Texas, and being more particularly described in Exhibit "A-1" and Exhibit "A-2", attached hereto and incorporated herein for all purposes; and

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

**WHEREAS**, all legal notices required to grant a Specific Use Permit (SUP) 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 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: Applicant is granted a Specific Use Permit (SUP) for Private Streets, on a tract of land zoned Planned Development-114 (PD-114) and Specific Use Permit-52 (S-52), consisting of 21.4 acres of land, more or less, in Jeremiah Horn Survey, Abstract 411, Tract 35 and a portion of

Tracts 5 and 48, Town of Prosper, Collin County, Texas, and being more particularly described in 1) the Property Legal Description, Exhibit "A-1" and 2) Survey, Exhibit "A-2", attached hereto and incorporated herein for all purposes as if set forth verbatim.

The development plans, standards, and uses for the Property in this Specific Use Permit shall conform to, and comply with (1) the Site Plan, attached hereto as Exhibit "B", which is incorporated herein for all purposes as if set forth verbatim.

All development plans, standards, and uses for the Property shall comply fully with the requirements of all ordinances, rules, and regulations of the Town of Prosper, as they currently exist or may be amended.

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 AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THE 24TH DAY OF MARCH, 2026.**

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

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

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

**LEGAL DESCRIPTION**  
**BROOK HOLLOW TOWNHOMES**  
**SPECIAL USE PERMIT – 21.394 ACRES**  
**JEREMIAH HORN SURVEY, ABSTRACT NO. 411**  
**TOWN OF PROSPER, COLLIN COUNTY, TEXAS**

**WHEREAS** Mythri Prosper Town Home LP, Mythri Prosper Hallow Commercial, LLC, and JEN TEXAS 40 LLC, are the sole owner of a 21.394 acre tract of land situated in the Jeremiah Survey, Abstract No. 411, Town of Prosper, Collin County, Texas, and being all of a called 20.043 acre tract of land conveyed to Mythri Prosper Town Home LP, by deed of record in Instrument No. 2024000021406, of said Official Public Records, and being part of a tract of land conveyed to Mythri Prosper Hallow Commercial, LLC, by deed of record in Instrument No. 2024000021365, of said Official Public Records, and being a part of a 190.211 acre tract of land conveyed to JEN TEXAS HOMES 40 LLC, by deed of record in Instrument No. 2025000028240, of said Official Public Records; said 21.394 acre tract being more particularly described as follows:

**BEGINNING** at a 1/2" with a yellow plastic cap stamped "WESTWOOD PS" set for corner in the west line of Brookhollow Apartments, Block A, Lot 1, an addition to the Town of Prosper, Collin County, Texas, according to the plat thereof recorded in Plat Book 2024, Page 721, of the Plat Records of Collin County, Texas, said point being at the northeast corner of a said Mythri Prosper Hallow Commercial, LLC tract;

**THENCE** North 89 degrees 35 minutes 30 seconds West, along the north line of said Mythri Prosper Hallow Commercial, LLC tract, a distance of 1,420.72 feet to a 1/2" with a yellow plastic cap stamped "WESTWOOD PS" set at an angle point;

**THENCE** departing the said north line of the Mythri Prosper Hallow Commercial, LLC tract, over and across said Mythri Prosper Town Home LP tract, said Mythri Prosper Hallow Commercial, LLC tract, and said 190.211 acre tract, the following courses and distances:

South 49 degrees 36 minutes 17 seconds West, a distance of 139.90 feet to a 1/2" with a yellow plastic cap stamped "WESTWOOD PS" set for corner;

South 40 degrees 17 minutes 29 seconds East, a distance of 1.92 feet to a 1/2" with a yellow plastic cap stamped "WESTWOOD PS" set at the beginning of a tangent curve to the right;

Along said tangent curve to the right having a central angle of 39 degrees 34 minutes 16 seconds, a radius of 330.00 feet, and an arc length of 227.91 feet (chord bears South 20 degrees 30 minutes 21 seconds East, 223.41 feet) to a 1/2" with a yellow plastic cap stamped "WESTWOOD PS" set for corner at the beginning of reverse curve to the left;

Along said easterly line of said State of Texas tract, and along said non-tangent curve to the left having a central angle of 00 degrees 35 minutes 15 seconds, a radius of 470.00 feet, and an arc length

of 4.82 feet (chord bears South 00 degrees 59 minutes 37 seconds East, 4.82 feet) to a 1/2" with a yellow plastic cap stamped "WESTWOOD PS" set for corner in an easterly line of a tract of land conveyed to the State of Texas, by deed of record in Instrument No. 2024000091799, of said Official Public Records, said point being at the beginning of a non-tangent curve to the left;

**THENCE** in a northerly direction, along said easterly line, along said non-tangent curve to the left having a central angle of 01 degrees 01 minutes 30 seconds, a radius of 270.00 feet, and an arc length of 4.83 feet (chord bears North 12 degrees 21 minutes 43 seconds West, 4.83 feet) to a 1/2" with a yellow plastic cap stamped "WESTWOOD PS" set at the northeast corner of said State of Texas tract;

**THENCE** South 89 degrees 18 minutes 00 seconds West, departing the said easterly line of the State of Texas tract, along a north line of said State of Texas tract, a distance of 59.05 feet to a 1/2" with a yellow plastic cap stamped "WESTWOOD PS" set for corner at the beginning of a non-tangent curve to the left;

**THENCE** departing the said north line of the State of Texas tract, over and across said Mythri Prosper Town Home LP tract, and said 190.211 acre tract, the following courses and distances:

Along said non-tangent curve to the left having a central angle of 39 degrees 35 minutes 08 seconds, a radius of 270.00 feet, and an arc length of 186.54 feet (chord bears North 20 degrees 29 minutes 55 seconds West, 182.85 feet) to a 1/2" with a yellow plastic cap stamped "WESTWOOD PS" set at the end of said curve;

North 40 degrees 17 minutes 29 seconds West, a distance of 99.98 feet to a 1/2" with a yellow plastic cap stamped "WESTWOOD PS" set at the beginning of a tangent curve to the right;

Along said tangent curve to the right having a central angle of 55 degrees 39 minutes 52 seconds, a radius of 330.00 feet, and an arc length of 320.60 feet (chord bears North 12 degrees 27 minutes 33 seconds West, 308.14 feet) to a 1/2" with a yellow plastic cap stamped "WESTWOOD PS" set at the end of said curve;

North 15 degrees 55 minutes 54 seconds East, a distance of 136.52 feet to a 1/2" with a yellow plastic cap stamped "WESTWOOD PS" set at the beginning of a tangent curve to the right;

Along said tangent curve to the right having a central angle of 28 degrees 15 minutes 31 seconds, a radius of 480.00 feet, and an arc length of 236.74 feet (chord bears North 30 degrees 03 minutes 39 seconds East, 234.35 feet) to a 1/2" with a yellow plastic cap stamped "WESTWOOD PS" set at the end of said curve;

South 45 degrees 48 minutes 35 seconds East, a distance of 60.00 feet to a 1/2" with a yellow plastic cap stamped "WESTWOOD PS" set for corner in the common line between said Mythri Prosper Town Home LP, and said 190.211 acre tract;

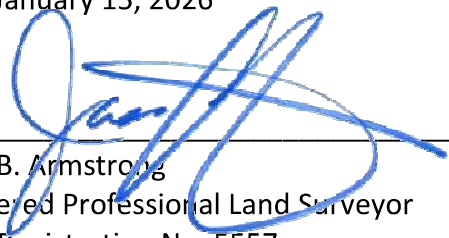
**THENCE** South 89 degrees 35 minutes 27 seconds East, along the common line between said Prosper 380 Tollway LP tract, said Prosper Hollow LP tract, and said Highland Homes Dallas, LP tract, a distance

of 1,498.64 feet to a 1/2" with a yellow plastic cap stamped "WESTWOOD PS" set for corner in the said west line of Lot 1, Block A, at a southeast corner of said 190.211 tract, and being at the northeast corner of said Mythri Prosper Town Home LP tract;

**THENCE** South 00 degrees 40 minutes 54 seconds East, departing the said common line between the Mythri Prosper Town Home LP tract, and said 190.211 acre tract, along the common line between said Mythri Prosper Town Home LP tract and said Lot 1, Block A, a distance of 537.96 feet to the **POINT-OF-BEGINNING, containing 931,909 square feet or 21.394 acres of land.**

Bearings for this description cited are based on Grid North State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983. Adjustment Realization (CORS 96).

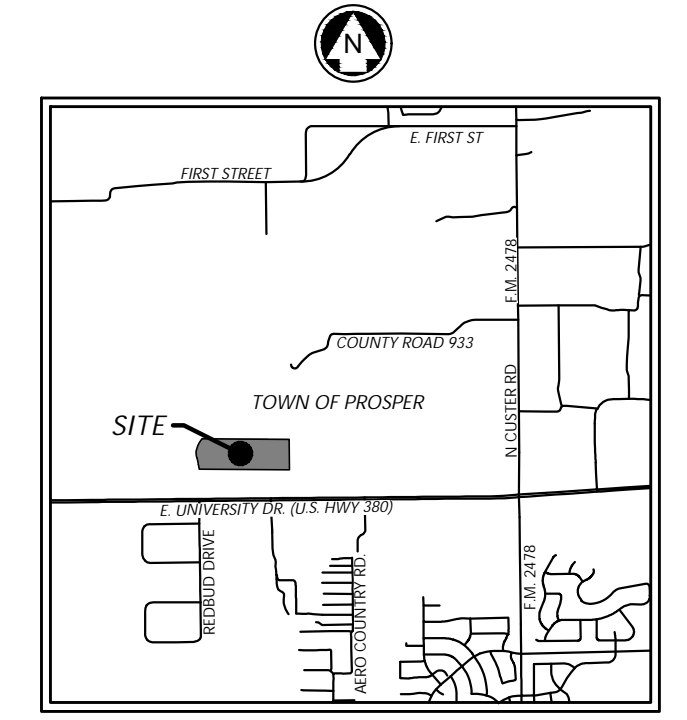
Date: January 15, 2026



Jason B. Armstrong  
Registered Professional Land Surveyor  
Texas Registration No. 5557



VICINITY MAP  
N.T.S.



0 90' 180'  
SCALE: 1" = 80'

LEGEND

- PHASE LINE
- EASEMENT LINE
- RIGHT OF WAY LINE
- LOT LINE

- NOTES:
- NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND PERMITS
  - THIS PROPERTY FALLS IN ZONE A, ACCORDING TO THE FLOOD INSURANCE RATE MAPS, PANEL NO. 48085C0255J MAP REVISION JUNE 2, 2009 AND ZONE AE ACCORDING TO THE LOMR 16-06-4255P, EFFECTIVE MAY 25, 2017.
  - SUBDIVISION DISTRICT STANDARDS WILL BE PER PD-114 WITH A BASE ZONING OF SF-10
  - ULTIMATE FLOODPLAIN PROVIDED IS PRELIMINARY AND IS SUBJECT TO CHANGE. A DAM BREACH ANALYSIS AND FLOOD STUDY WILL BE PROVIDED AT TIME OF FINAL PLAT.
  - FOR ANY LINE WORK DEALING WITH THE SUBDIVISION TO THE NORTH OF PROPERTY, REFERENCE EXISTING PRELIMINARY PLAT D22-0036 PRELIMINARY PLAT FOR SUBDIVISION WAS APPROVED BUT NEVER FILED. THEREFORE, LINE WORK IS CONCEPTUAL ONLY

**PRELIMINARY**  
**-FOR REVIEW ONLY-**

THESE DOCUMENTS ARE FOR DESIGN REVIEW ONLY AND ARE NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSE. THEY ARE PREPARED BY, OR UNDER THE SUPERVISION OF:

RYAN C. SEXTRO    134341    01/23/2026  
TYPE OR PRINT NAME    P.E.    DATE

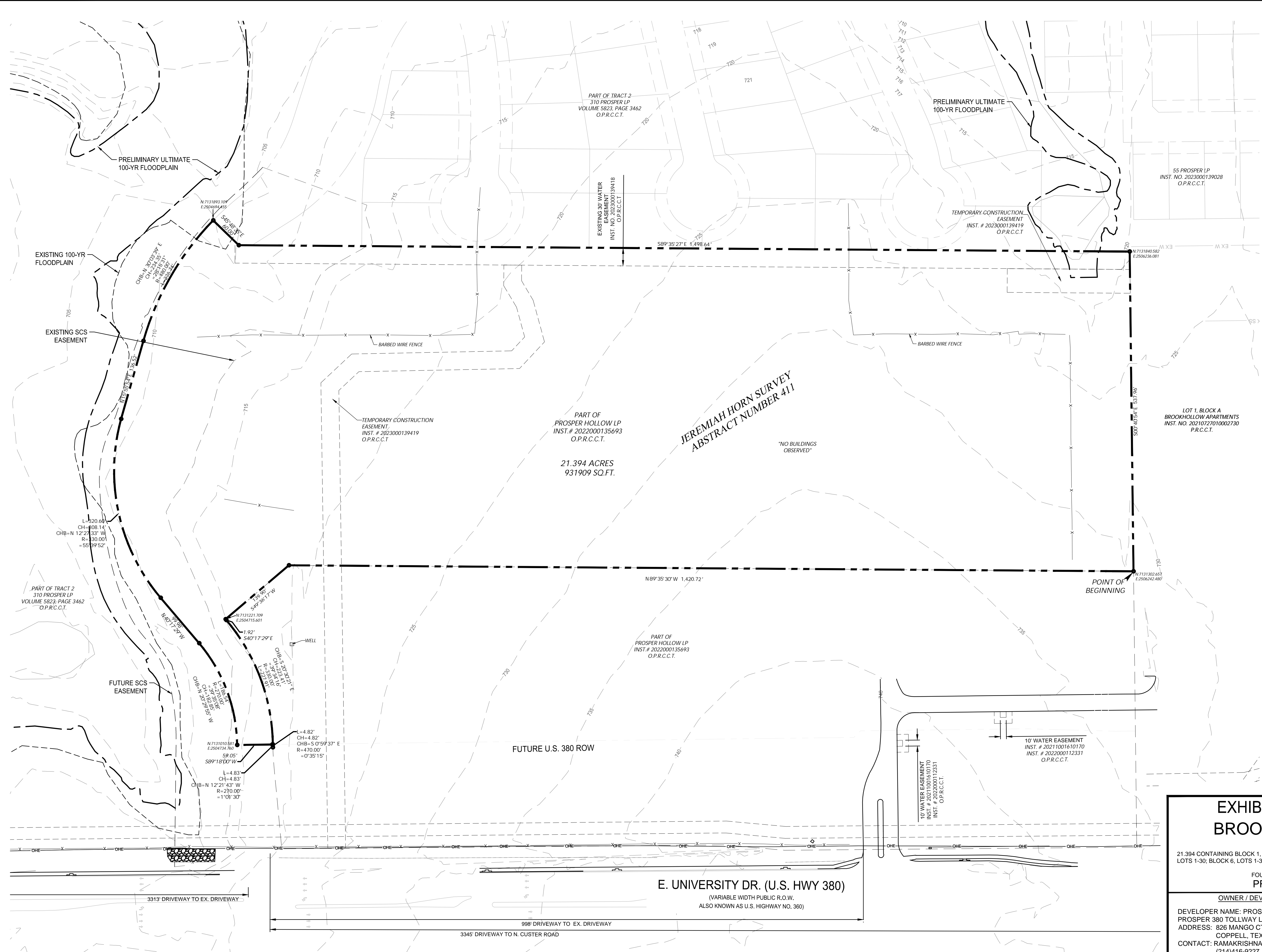
**EXHIBIT A-2: BOUNDARY EXHIBIT  
BROOKHOLLOW TOWNHOMES**

**CASE NUMBER: ZONE-25-0002**  
21.394 CONTAINING BLOCK 1, LOTS 1-24; BLOCK 2, LOTS 1-28; BLOCK 3, LOTS 1-24; BLOCK 4, LOTS 1-20; BLOCK 5, LOTS 1-30; BLOCK 6, LOTS 1-30; BLOCK 7, LOTS 1-17; BLOCK 8, LOTS 1-21; AND LOTS 1X-6X; FOR A TOTAL OF 194 TOWNHOME LOTS AND 8 OPEN SPACE LOTS  
FOUND IN THE JEREMIAH HORN SURVEY, ABSTRACT NO. 411  
PROSPER, COLLIN COUNTY, TEXAS

<b>OWNER / DEVELOPER</b> DEVELOPER NAME: PROSPER HOLLOW LP & PROSPER 380 TOLLWAY LP ADDRESS: 826 MANGO CT COPPELL, TEXAS 75019 CONTACT: RAMAKRISHNA GULLAPALLI (214)416-9227	<b>PLANNER / ENGINEER / SURVEYOR</b> <b>Westwood</b> Phone (469) 213-1800 11800 Frisco Street, Suite 400 Frisco, TX 75033 Toll Free (888) 937-5159 westwoodps.com Westwood Professional Services, Inc. TYPED FIRM REGISTRATION NO. 11111111
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DATE: JANUARY 2026	DESIGNED: CCB	SHEET
WPS PROJECT #: DLR23003	DRAWN: CCB	1 OF 1
	REVIEWER: RCS	

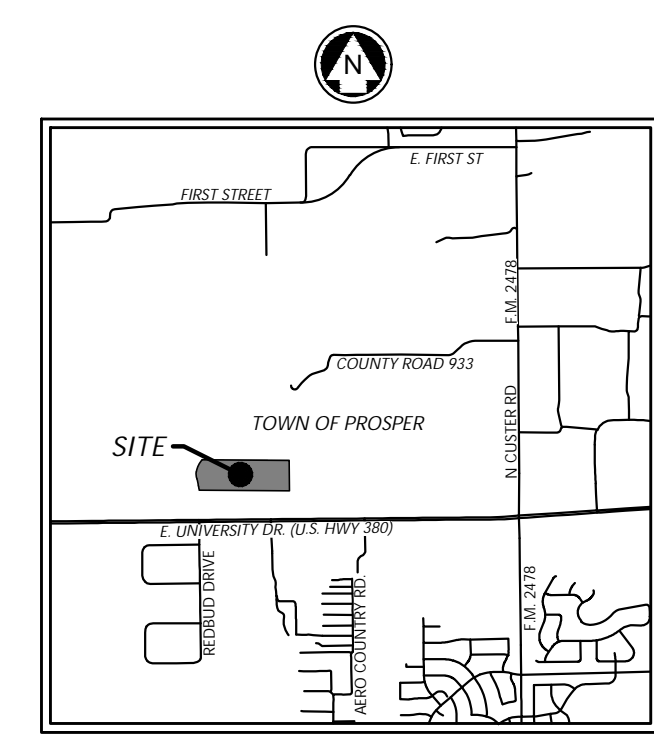
DEFINITIONS:  
SCS - SOIL CONSERVATION SERVICE  
● - 1/2" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "WESTWOOD PS" SET



Drawing: N:\JISG\_Drive\DLR23003\_Brookhollow\_334x3\_Design\SCS\_Easements\022\_Preliminary\SubSpecific Use Permit\DLR23003-C-PLAT\_EXHIBIT.A  
 User: JISG  
 Plot Date Time: 1/23/2026 8:55 AM

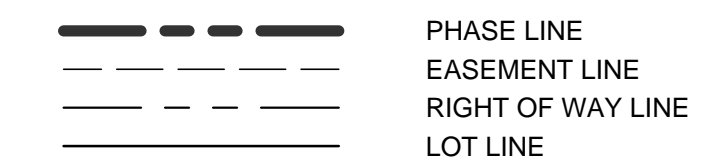
THIRD SUBMITTAL  
THIRD BROOKHOLLOW TOWNHOMES - SPECIFIC USE PERMIT

VICINITY MAP  
N.T.S.



0 80' 160'  
SCALE: 1" = 80'

LEGEND



- NOTES:
1. NO LOTS WILL BE SERVED BY A SEPTIC SYSTEM.
  2. ALL VISIBILITY EASEMENTS TO BE 10X10. EXCEPT AT INTERSECTIONS WITH ALLEYS WHERE THEY SHALL BE 5X15'.
  3. THE THOROUGHFARE ALIGNMENTS SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATION PURPOSES AND DO NOT SET THE ALIGNMENT. ALIGNMENT IS DETERMINED ON FINAL PLAT.
  4. NOTICE, SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND PERMITS.
  5. ALL PRIVATE OPEN SPACE, COMMON AREAS, GREENBELTS, DRAINAGE EASEMENTS, ECT. ARE THE RESPONSIBILITY OF THE DEVELOPER OR ITS SUCCESSORS AND/OR ASSIGNS.
  6. THIS PROPERTY FALLS IN ZONE A, ACCORDING TO THE FLOOD INSURANCE RATE MAPS, PANEL NO. 48085G025J MAP REVISION JUNE 2, 2009 AND ZONE AE ACCORDING TO THE LOMR 16-06-4255P, EFFECTIVE MAY 25, 2017. SUBDIVISION DISTRICT STANDARDS WILL BE PER PD-114 WITH A BASE ZONING OF SF-10.
  7. ULTIMATE FLOODPLAIN PROVIDED IS PRELIMINARY AND IS SUBJECT TO CHANGE. A DAM BREACH ANALYSIS AND FLOOD STUDY WILL BE PROVIDED AT TIME OF FINAL PLAT.
  8. FENCES ADJACENT TO PUBLIC OR PRIVATE OPEN SPACE, PUBLIC OR PRIVATE PARKS, OR HIKE AND BIKE TRAILS SHALL BE ORNAMENTAL METAL, TUBULAR STEEL OR SPLIT RAIL WITH A MINIMUM 50 PERCENT THROUGH VISION SEC. 3.19.001(10).
  9. FOR ANY LINE WORK DEALING WITH THE SUBDIVISION TO THE NORTH OF PROPERTY, REFERENCE EXISTING PRELIMINARY PLAT D22-0036.PRELIMINARY PLAT FOR SUBDIVISION WAS APPROVED BUT NEVER FILED, THEREFORE, LINE WORK IS CONCEPTUAL ONLY.
  10. ALL BARRIER FREE RAMPS WILL BE DIRECTIONAL WHEN DESIGNING IN THE CONSTRUCTION PLANS PER FEDERAL GUIDELINES.
  11. TOWNHOMES WITH <20' DRIVEWAYS SHALL NOT ALLOW PARKING.
  12. NO LANDSCAPING, FENCING, OR HVAC EQUIPMENT SHALL BE LOCATED IN THE 10' CLEAR WIDTH SPACE BETWEEN TOWNHOME BLOCKS.
  13. THE THOROUGHFARE ALIGNMENT(S) SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATION PURPOSES AND DO NOT SET THE ALIGNMENT. THE ALIGNMENT IS DETERMINED AT THE TIME OF FINAL PLAT.
  14. ALL ACCESS GATES SHALL BE AUTOMATIC ONLY. 4 FT. PEDESTRIAN GATE REQUIRED AT ALL AUTOMATIC GATES.

PRELIMINARY  
-FOR REVIEW ONLY-

THESE DOCUMENTS ARE FOR DESIGN REVIEW ONLY AND ARE NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSE. THEY ARE PREPARED BY, OR UNDER THE SUPERVISION OF:

RYAN C. SEXTRO 134341 01/16/2026  
TYPE OR PRINT NAME PLS DATE

EXHIBIT B: SITE PLAN  
BROOKHOLLOW TOWNHOMES

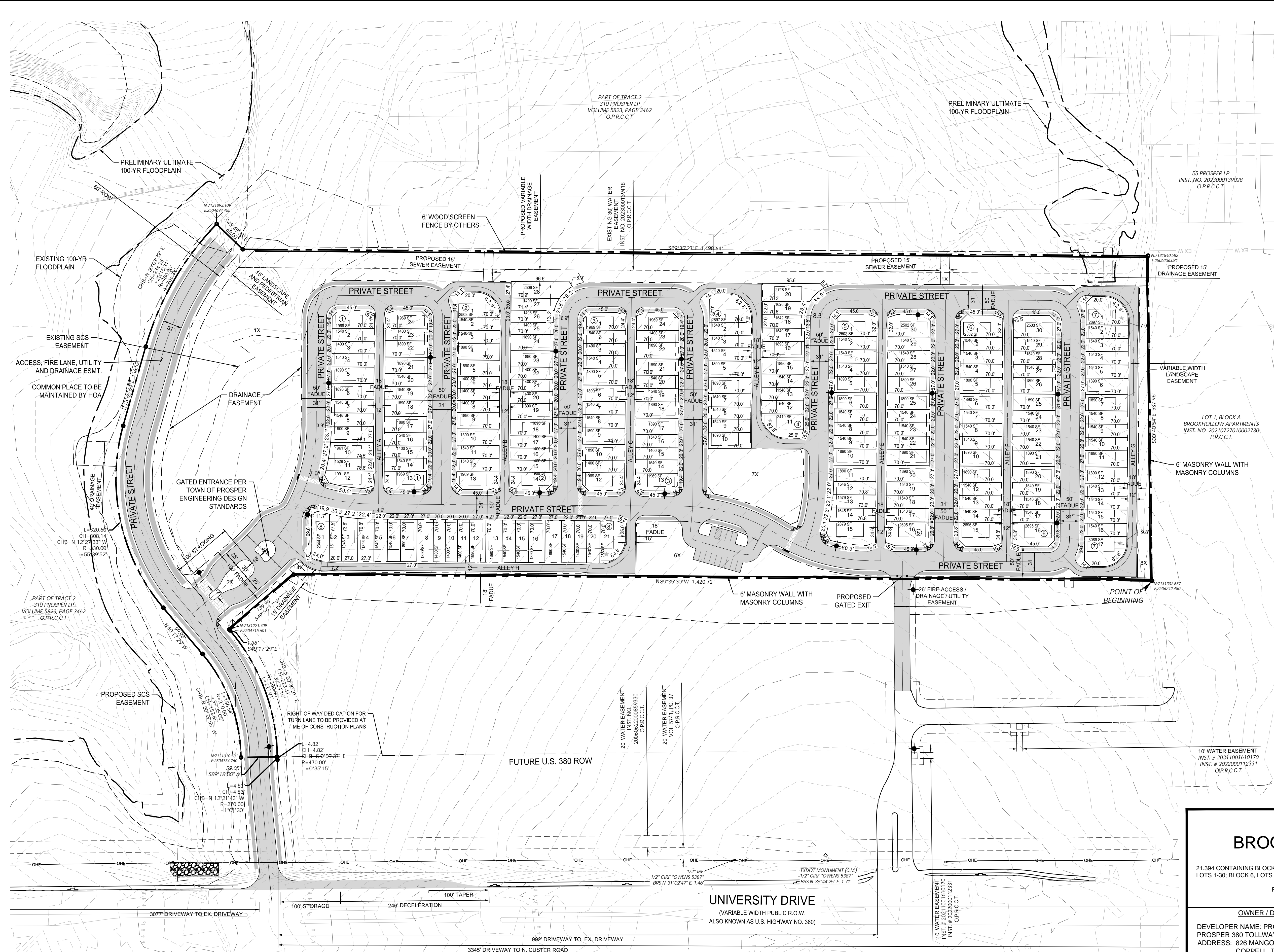
CASE NUMBER: ZONE-25-0002  
21.394 CONTAINING BLOCK 1, LOTS 1-24; BLOCK 2, LOTS 1-28; BLOCK 3, LOTS 1-24; BLOCK 4, LOTS 1-20; BLOCK 5, LOTS 1-30; BLOCK 6, LOTS 1-30; BLOCK 7, LOTS 1-17; BLOCK 8, LOTS 1-21; AND LOTS 1X-8X, FOR A TOTAL OF 194 TOWNHOME LOTS AND 8 OPEN SPACE LOTS  
FOUND IN THE JEREMIAH HORN SURVEY, ABSTRACT NO. 411  
PROSPER, COLLIN COUNTY, TEXAS

OWNER / DEVELOPER		PLANNER / ENGINEER / SURVEYOR	
DEVELOPER NAME: PROSPER HOLLOW LP & PROSPER 380 TOLLWAY LP ADDRESS: 826 MANGO CT COPPELL, TEXAS 75019 CONTACT: RAMAKRISHNA GULLAPALLI (214)416-9227		<b>Westwood</b> Phone (469) 213-1800 11800 Frisco Street, Suite 400 Frisco, TX 75033 westwoodps.com Westwood Professional Services, Inc. TSPS FIRM REGISTRATION NO. 10074301	

DATE:	JANUARY 2026	DESIGNED:	CCB	SHEET
WPS PROJECT #:	DLR23003	DRAWN:	CCB	1 OF 1
		REVIEWER:	RCS	

DEFINITIONS:  
SCS - SOIL CONSERVATION SERVICE  
FADUE - FIRE ACCESS, DRAINAGE, & UTILITY EASEMENT  
● - 1/2" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "WESTWOOD PS" SET

NOTE: THIS DESIGN LAYOUT IS PRELIMINARY AND FOR THE PURPOSES OF EVALUATING THE REQUEST FOR PRIVATE STREETS.

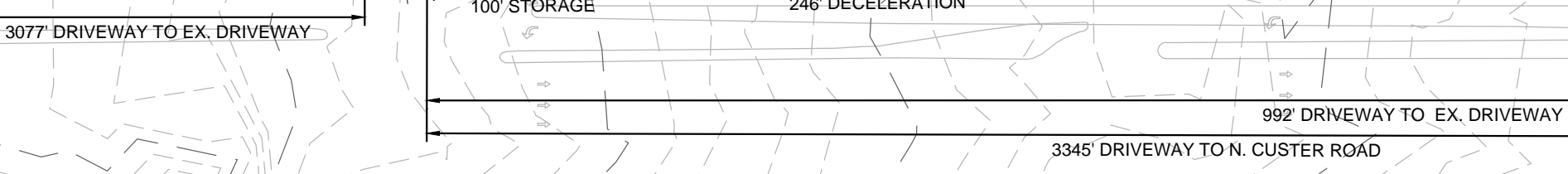


UNIVERSITY DRIVE  
(VARIABLE WIDTH PUBLIC R.O.W.  
ALSO KNOWN AS U.S. HIGHWAY NO. 360)

FUTURE U.S. 380 ROW

RIGHT OF WAY DEDICATION FOR TURN LANE TO BE PROVIDED AT TIME OF CONSTRUCTION PLANS

L=4.82'  
CH=4.82'  
R=470.00'  
θ=0°35'15"



Drawing: N:\JLS\G\_Drive\DRG\DLR23003\_Brookhollow\_33463\_Design\02\_Easements\02\_Preliminary\SitePlan\_C-PLAT.dwg  
User: JLS  
Date: 1/16/2026 11:00 AM  
Plot Date: 1/16/2026 11:00 AM

THIRD SUBMITTAL  
THIRD BROOKHOLLOW TOWNHOMES - SPECIFIC USE PERMIT



## 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 Ordinance for Accessory Building/Guest House**

**Town Council Meeting – March 24, 2026**

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

**Agenda Item:**

Consider and act upon an Ordinance for a Specific Use Permit for an Accessory Building/Guest House on Whispering Farms, Phase 2, Block G, Lot 9, on 5.1± acres, located on the south side of Whispering Way and 530± feet west of Parkview Lane. (ZONE-26-0001)

**Description of Agenda Item:**

On March 10, 2026, the Town Council unanimously approved the proposed Specific Use Permit request by a vote of 6-0. An ordinance has been prepared accordingly.

**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 recommend the Town Council approve an ordinance for a Specific Use Permit for an Accessory Building/Guest House on Whispering Farms, Phase 2, Block G, Lot 9, on 5.1± acres, located on the south side of Whispering Way and 530± feet west of Parkview Lane.

**Proposed Motion:**

I move to approve/deny an ordinance for a Specific Use Permit for an Accessory Building/Guest House on Whispering Farms, Phase 2, Block G, Lot 9, on 5.1± acres, located on the south side of Whispering Way and 530± feet west of Parkview Lane.

## TOWN OF PROSPER, TEXAS

ORDINANCE NO. 2026-\_\_

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, AMENDING THE ZONING ORDINANCE BY GRANTING A SPECIFIC USE PERMIT (SUP) TO ALLOW AN ACCESSORY BUILDING/GUEST HOUSE ON A TRACT OF LAND CONSISTING OF 5.1 ACRES, MORE OR LESS, SITUATED IN WHISPERING FARMS, PHASE 2, BLOCK G, LOT 9, IN THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS; 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-26-0001) from Paul Kuhar ("Applicant") for a Specific Use Permit (SUP) for an Accessory Building/Guest House, on a tract of land Planned Development-5 (PD-5) and Specific Use Permit-53 (S-53), consisting of 5.1 acres of land, more or less, in Whispering Farms, Phase 2, Block G, Lot 9, 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 and determined that the facts contained in the request are true and correct; and

**WHEREAS**, all legal notices required to grant a Specific Use Permit (SUP) 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 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: Applicant is granted a Specific Use Permit (SUP) for Private Streets, on a tract of land zoned Planned Development-5 (PD-5) and Specific Use Permit-53 (S-53), consisting of 5.1 acres of land, more or less, in Whispering Farms, Phase 2, Block G, Lot 9, Town of Prosper, Collin

County, Texas, and being more particularly described in 1) the Survey, 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 Specific Use Permit shall conform to, and comply with (1) the Site Plan, attached hereto as Exhibit "B", and (2) the Elevations, attached hereto as Exhibit "D", which are incorporated herein for all purposes as if set forth verbatim.

All development plans, standards, and uses for the Property shall comply fully with the requirements of all ordinances, rules, and regulations of the Town of Prosper, as they currently exist or may be amended.

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 AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THE 24TH DAY OF MARCH, 2026.**

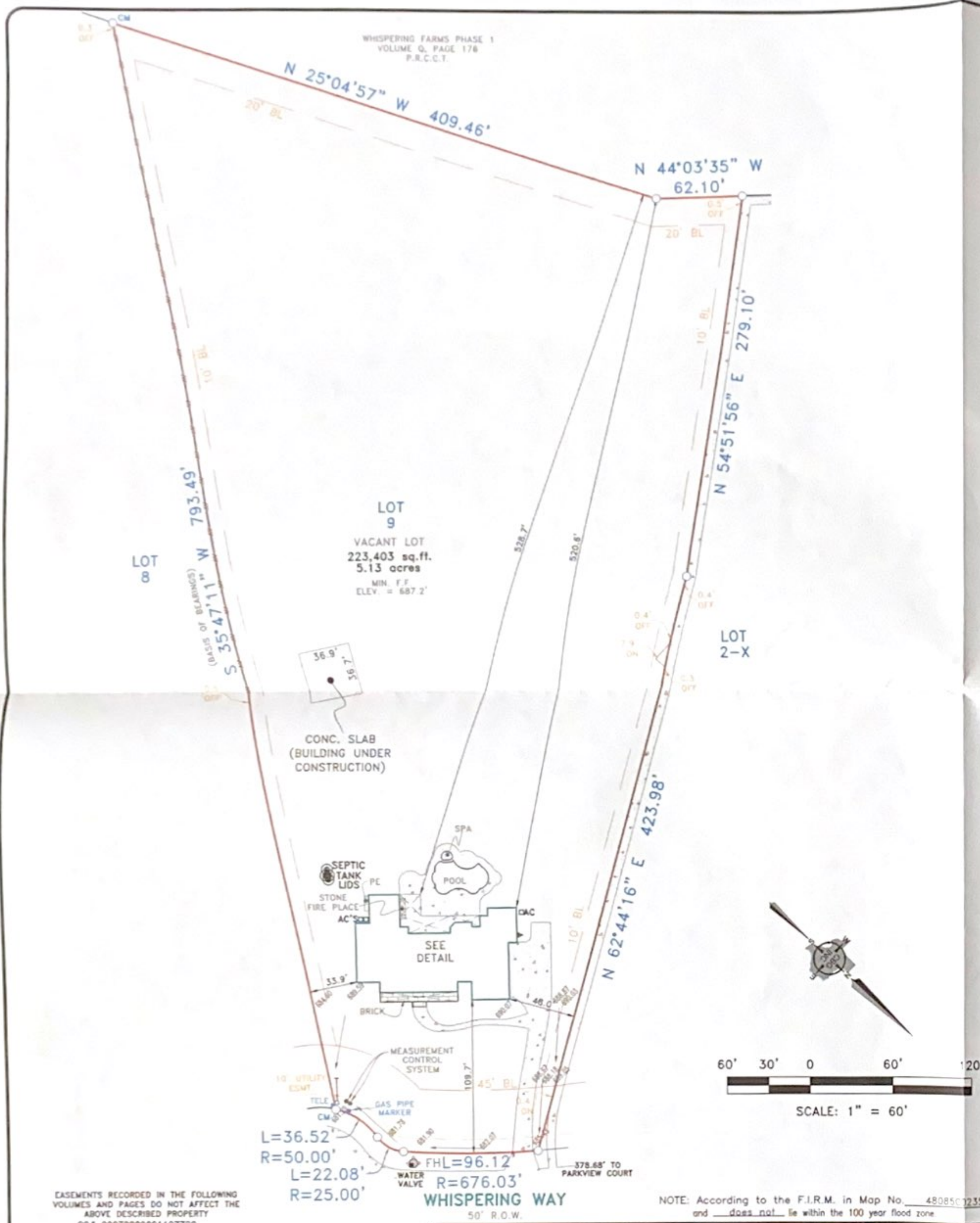
\_\_\_\_\_  
**David F. Bristol, Mayor**

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

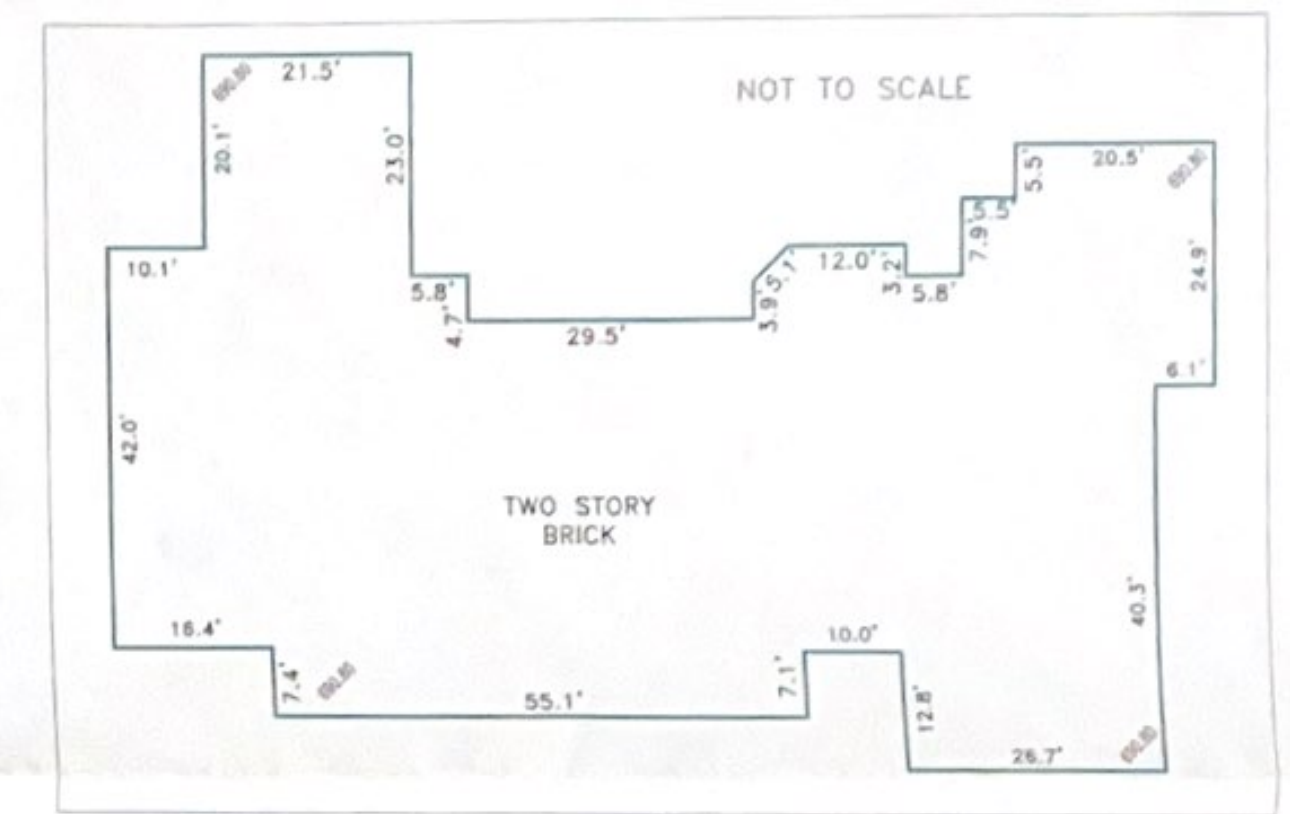
\_\_\_\_\_  
**Terrence S. Welch, Town Attorney**



741 Whispering Way

Being Lot 9, Block G, WHISPERING FARMS-PHASE 2, an Addition to the Town of Prosper, Collin County, Texas, according to the Map or Plat recorded in Volume 2006, Page 48, Map Records of Collin County, Texas.

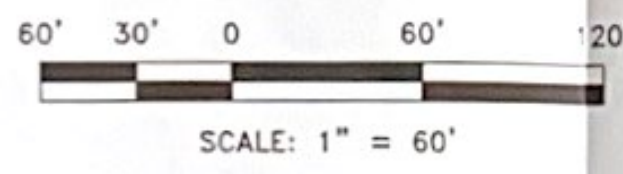
EXHIBIT A: BOUNDARY EXHIBIT FOR PROPERTY (ZONE: 26-0001)



SURVEYOR'S CERTIFICATE

The undersigned Registered Professional Land Surveyor (Thomas Mauk) hereby certifies to (David Michael Robison, Amy Lynn Robison, and Capital Title), in connection with the transaction described in G.F.14-195155-FG that, (a) this survey and the property description set forth hereon were prepared from an actual on-the-ground survey; (b) such survey was conducted by the Surveyor, or under his direction; (c) all monuments shown hereon actually existed on the date of the survey, and the location, size and type of material thereof are correctly shown; Use of this survey by any other parties and/or for other purposes shall be at User's own risk and any loss resulting from other use shall not be the responsibility of the undersigned. The plat hereon is a correct and accurate representation of the property lines and dimensions as is indicated; location and type of buildings are as shown; and EXCEPT AS SHOWN, all improvements are located within the boundaries the distances indicated and there are no visible and apparent encroachments or protrusions on the ground.

Executed this 29th day of May, 2015.  
 [Signature]  
 Thomas Mauk  
 Registered Professional Land Surveyor, No. 5119



NOTE: According to the F.I.R.M. in Map No. 480850235 J, this property does lie in Zone X and does not lie within the 100 year flood zone.

ACCEPTED BY: \_\_\_\_\_ SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

EASEMENTS RECORDED IN THE FOLLOWING VOLUMES AND PAGES DO NOT AFFECT THE ABOVE DESCRIBED PROPERTY  
 CC# 20070809001107720

NOTE: PROPERTY SUBJECT TO TERMS, CONDITIONS, AND EASEMENTS CONTAINED IN INSTRUMENT RECORDED IN  
 CC# 20060216000208760, 20070710000947780  
 CC# 20070919001308350, 20080502000531890  
 CC# 20080804000946100, 20080502000531900  
 CC# 20080905001074430, 20090106000013300  
 CC# 201109130000967750, 20140820000894900

REVISIONS		
DATE	BY	NOTES

LEGEND	
○	CONTROLLING MONUMENT
○	1/2" IRON ROD FOUND
○	1/2" IRON ROD SET
○	1" IRON PIPE FOUND
□	FENCE POST CORNER
□	"X" FOUND / SET
▲	UNDERGROUND ELECTRIC
▲	OVERHEAD ELECTRIC
●	POWER POLE
—	ASPHALT PAVING
—	GRAVEL/ROCK ROAD OR DRIVE
PE	POOL EQUIPMENT
■	BRICK COLUMN
AC	AIR CONDITIONING
◆	FIRE HYDRANT
—	OES - OES
—	OMP - OMP
—	CHAIN LINK FENCE
—	WOOD FENCE
—	0.5" WIDE TYPICAL BARBED WIRE
—	IRON FENCE
—	PIPE FENCE
—	COVERED PORCH, DECK OR CARPORT
—	OVERHEAD ELECTRIC SERVICE
—	OVERHEAD POWER LINE
—	CONCRETE PAVING

**C.B.G. Surveying, Inc.**  
 12025 Shiloh Rd, Suite 230  
 Dallas, Texas 75228  
 P 214-349-9485 F 214-349-2216  
 Firm No. 10168800  
 www.cbgsurvey.com

SCALE	DATE	JOB NO.	G.F. NO.	DRAWN
1" = 60'	5/29/2015	1410807-2	14-195155-FG	CPC

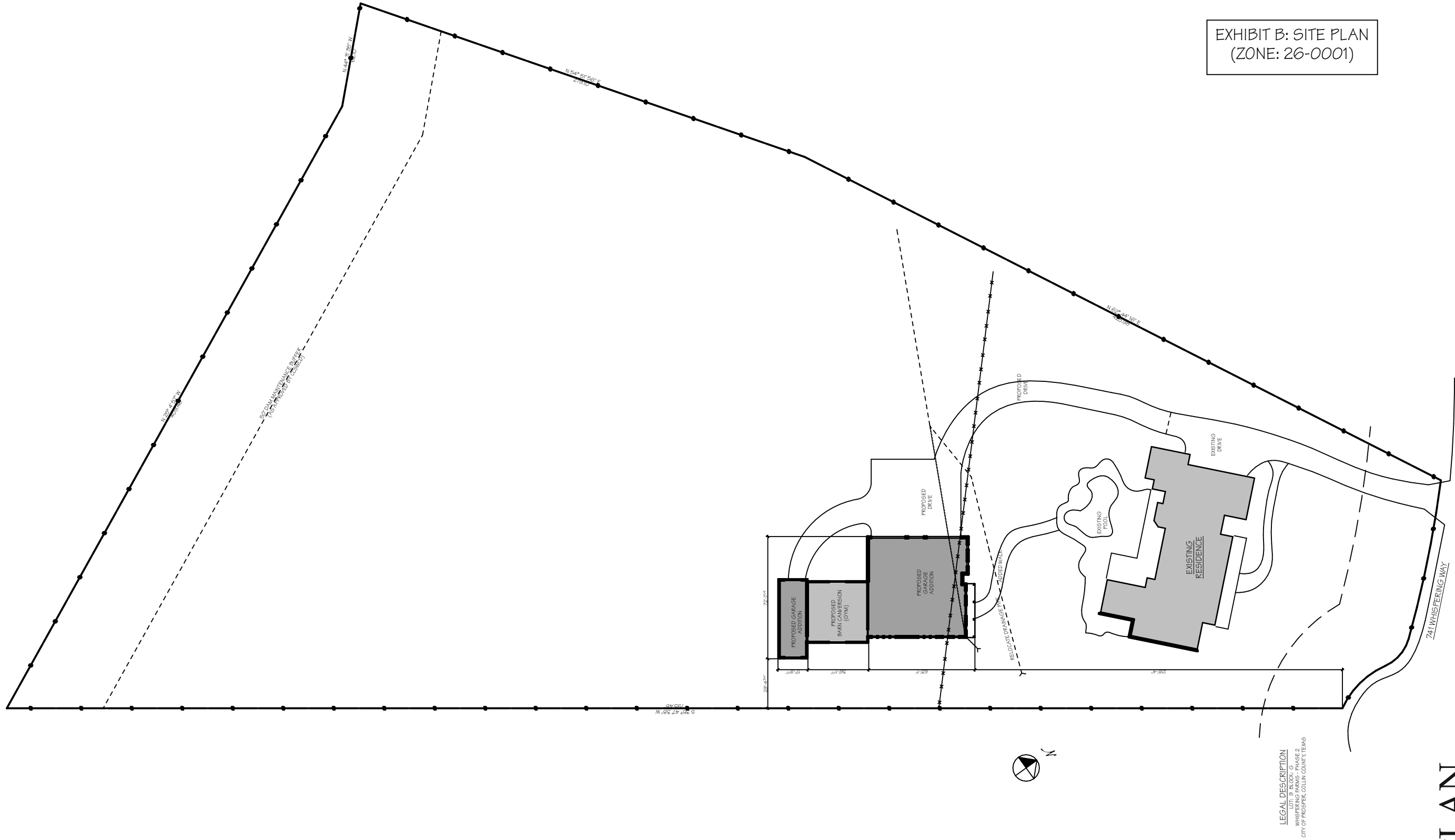
**FINAL SURVEY**

LOT 9, BLOCK G, WHISPERING FARMS-PHASE 2

TOWN OF PROSPER, COLLIN COUNTY

741 WHISPERING WAY

EXHIBIT B: SITE PLAN  
(ZONE: 26-0001)



1 SITE PLAN

SCALE: 1"=60'-0"

NOT FOR CONSTRUCTION

SHEET INFORMATION:

Original Design Date:	START DATE 00/00/14
Issue Date:	2/17/26
File Name:	Kuhar 2 - WOW.pln
Designed by:	Greg Richmond
This file last opened on:	2/17/26,2:53PM
Sheet Number:	

A1.08

THE  
KUHAR RESIDENCE  
GARAGE ADDITION  
741 WHISPERING WAY  
PROSPER, TX

#2535



DFW IMPROVED  
6652 Pincrest Drive  
Suite 100  
Plano, Texas  
75024  
Office - 972-377-7600  
www.dfwimproved.com

Item 13.

DFW IMPROVED  
6652 Pinnacle Drive  
Suite 100  
Plano, Texas  
75024  
Office - 972-377-7600  
www.dfwimproved.com



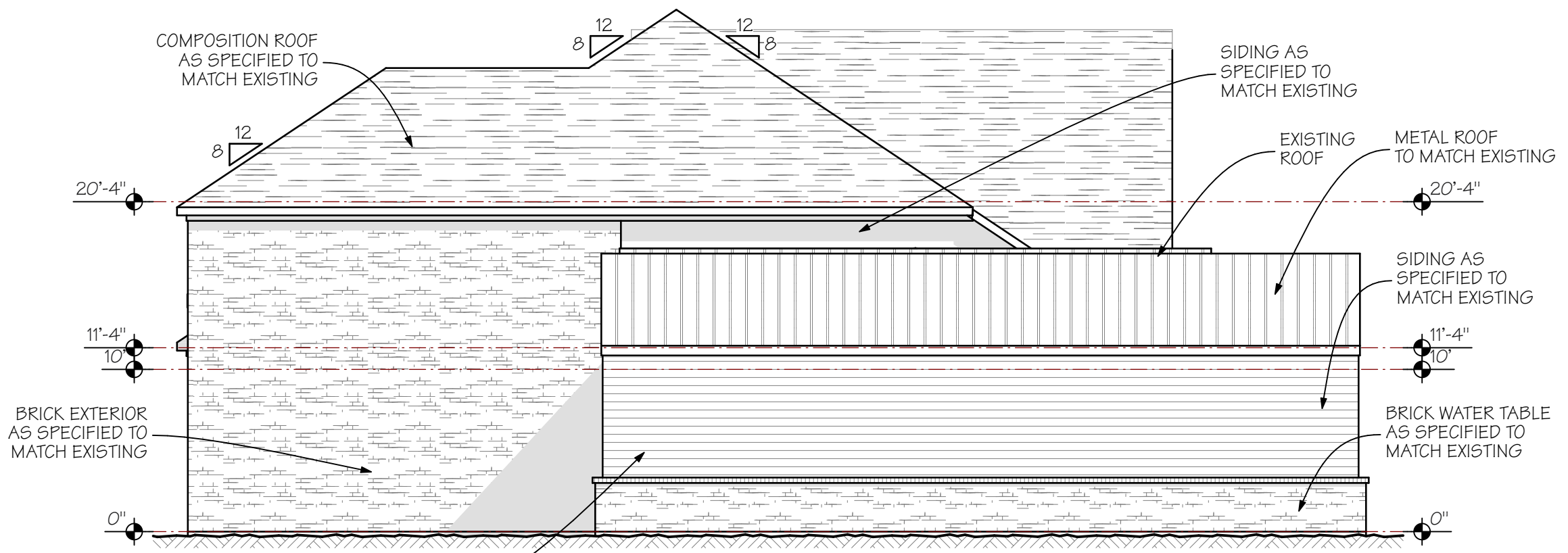
#2535

THE  
KUHAR RESIDENCE  
GARAGE ADDITION  
741 WHISPERING WAY  
PROSPER, TX

NOT FOR  
CONSTRUCTION

**SHEET INFORMATION:**

Original Design Date:	START DATE 00/00/14
Issue Date:	2/17/26
File Name:	Kuhar 2 - WOW.pln
Designed by:	Greg Richmond
This file last opened on:	2/17/26, 2:53PM
Sheet Number:	



**2 REAR ELEVATION**  
SCALE: 1/8" = 1'-0"

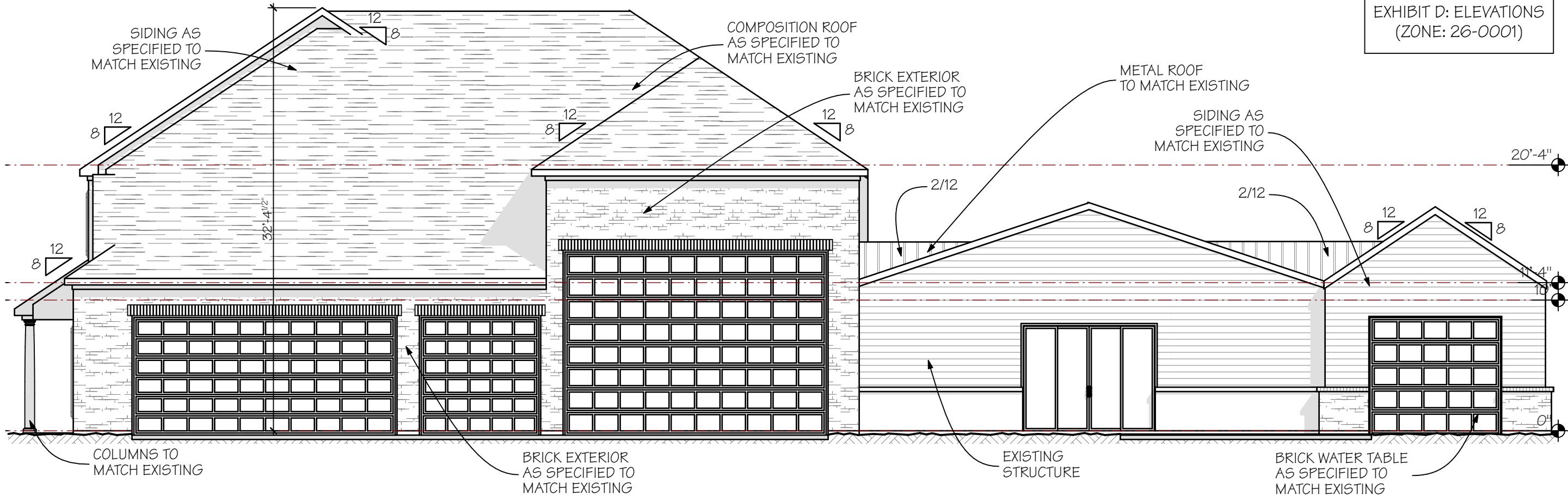


**1 FRONT ELEVATION**  
SCALE: 1/8" = 1'-0"

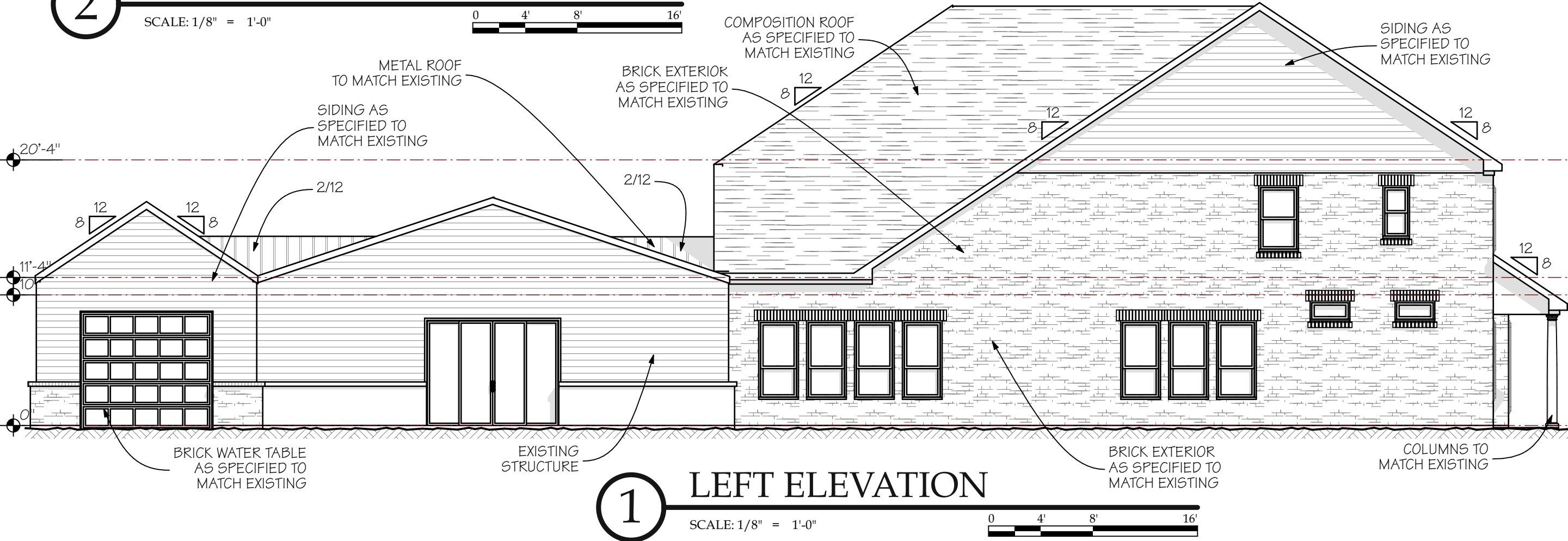


SHEET INFORMATION:

Original Design Date:	START DATE 00/00/14
Issue Date:	2/17/26
File Name:	Kuhar 2 - WOW.pln
Designed by:	Greg Richmond
This file last opened on:	2/17/26, 2:54PM
Sheet Number:	



**2** RIGHT ELEVATION  
SCALE: 1/8" = 1'-0"



**1** LEFT ELEVATION  
SCALE: 1/8" = 1'-0"



## 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 McCasland Tract**

**Town Council Meeting – March 24, 2026**

**Strategic Visioning Priority: Ensure the Town's Commercial Corridors are Ready for Development**

**Agenda Item:**

Consider and act upon an Ordinance to rezone J. Durrett Survey, Abstract 350, Tracts 2 & 2A, and John M. McKim Survey, Abstract 889, Tract 4, on 49.9± acres from Agricultural to a Planned Development for Single-Family Residences, located on the north side of Prosper Trail and 855± feet west of Legacy Drive. (ZONE-25-0006)

**Description of Agenda Item:**

On February 10, 2026, the Town Council approved the proposed rezoning request by a vote of 6-0 (Councilmember Bartley absent). An ordinance has been prepared accordingly.

**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 recommend the Town Council to approve an Ordinance to rezone J. Durrett Survey, Abstract 350, Tracts 2 & 2A, and John M. McKim Survey, Abstract 889, Tract 4, on 49.9± acres from Agricultural to a Planned Development for Single-Family Residences, located on the north side of Prosper Trail and 855± feet west of Legacy Drive.

**Proposed Motion:**

I move to approve/deny an Ordinance to rezone J. Durrett Survey, Abstract 350, Tracts 2 & 2A, and John M. McKim Survey, Abstract 889, Tract 4, on 49.9± acres from Agricultural to a Planned Development for Single-Family Residences, located on the north side of Prosper Trail and 855± feet west of Legacy Drive.

## TOWN OF PROSPER, TEXAS

ORDINANCE NO. 2026-\_\_

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A TRACT OF LAND CONSISTING OF 49.9 ACRES MORE OR LESS SITUATED IN THE JOHN M. MCKIM SURVEY, ABSTRACT 889, AND THE J. DURRETT SURVEY, ABSTRACT 350, TOWN OF PROSPER, DENTON COUNTY TEXAS, BEING ALL OF A TRACT CONVEYED TO GEORGE L. MCCASLAND, BY DEED RECORDED IN DOCUMENT NUMBER 2022-128993 OF THE OFFICIAL PUBLIC RECORDS OF DENTON COUNTY, TEXAS, IN THE TOWN OF PROSPER, DENTON COUNTY, TEXAS FROM AGRICULTURAL (A) TO PLANNED DEVELOPMENT-135 (PD-135), 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-25-0006) from George L. McCasland ("Applicant"), to rezone 49.9 acres of land, more or less, situated in the J. Durrett Survey, Abstract 350, Tracts 2 & 2A, and John M. McKim Survey, Abstract 889, Tract 4, in the Town of Prosper, Denton County, Texas, and being more particularly described in Exhibit "A-1" and Exhibit "A-2", 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 49.9 acres of land, more or less, situated in the J. Durrett Survey, Abstract 350, Tracts 2 & 2A, and John M. McKim

Survey, Abstract 889, Tract 4, in the Town of Prosper, Denton County, Texas, and all streets, roads, and alleyways contiguous and/or adjacent thereto are hereby zoned as Planned Development-135 and being more particularly described in Exhibit "A-1" and Exhibit "A-2", 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 Development Standards, attached hereto as Exhibit C; (2) the Conceptual Plan, attached hereto as Exhibit D; (3) the Development Schedule, attached hereto as Exhibit E; (4) the Conceptual Elevations, attached hereto as Exhibit F; and (5) the Landscape Plan, attached hereto as Exhibit G, all of which are incorporated herein for all purposes as if set forth verbatim.

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 AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THE 24TH DAY OF MARCH, 2026.**

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

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

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

**METES AND BOUNDS DESCRIPTION**

**BEING** a tract of land situated in the John M. McKim Survey, Abstract No. 889 and the J. Durrett Survey, Abstract No. 350, Town of Prosper, Denton County, Texas, being all of a tract conveyed to George L. McCasland, by deed recorded in Document Number 2022-128993 of the Official Public Records of Denton County, Texas (OPRDCT), with the subject tract being more particularly described as follows:

**BEGINNING** at a 1/2" iron rod found in the south line of Parvin Road, a variable width right-of-way, at the northeast corner of a tract of land conveyed to Prosper Meadows, LP, by deed recorded in Document Number 2019-65177 (OPRDCT);

**THENCE** N 89°08'40" E, along said south line of Parvin Road, at a distance of 576.76 feet passing a 5/8" iron rod found, continuing in all a total distance of 775.24 feet, to a PK Nail set in asphalt at the northwest corner of a tract of land conveyed to Legacyparvin26, LLC, by deed recorded in Document Number 2021-63248 (OPRDCT);

**THENCE** S 00°45'36" W, 1,238.32 feet, departing said south line of Parvin Road, with the west line of said Legacyparvin26, LLC tract, to a 5/8" iron rod found at the southwest corner of said Legacyparvin26, LLC tract and the northwest corner of a tract of land conveyed to Vingrids Capital LLC, by deed recorded in Document Number 2017-89464 (OPRDCT);

**THENCE** S 00°35'32" W, 574.42 feet, with the west line of said Vingrids Capital LLC tract, to a point for corner;

**THENCE** S 00°02'56" W, 69.42 feet, continuing with said west line of said Vingrids Capital LLC tract, to a 1/2" iron rod found at the southwest corner of said Vingrids Capital LLC tract and the northwest corner of a tract of land conveyed to Legacy Storage Center, LLC, by deed recorded in Document Number 2007-139928 (OPRDCT);

**THENCE** S 00°51'49" W, at a distance of 284.96 feet passing a 1/2" iron rod found at the southwest corner of said Legacy Storage Center, LLC, continuing in all a total distance of 397.40 feet, to a point for corner in the west line of a tract of land conveyed to 1185 Legacy, LLC, by deed recorded in Document Number 2021-121368 (OPRDCT);

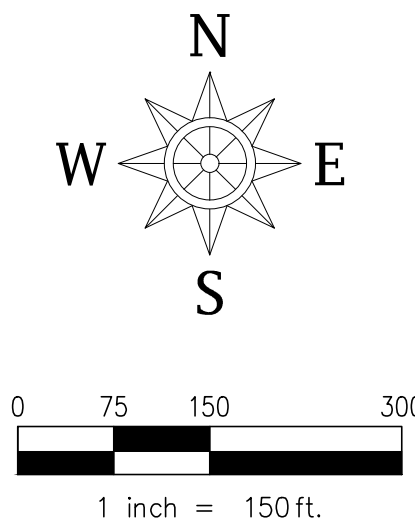
**THENCE** S 00°37'06" W, 229.75 feet, with said west line of 1185 Legacy, LLC tract, to a 1/2" iron rod found at the southwest corner of said 1185 Legacy, LLC tract and the northwest corner of a tract of land conveyed to Prosper Fellowship Church, by deed recorded in Document Number 2022-27503 (OPRDCT);

**THENCE** S 00°34'49" W, 309.66 feet, to a point for corner in Prosper Road, a variable width right-of-way;

**THENCE** S 89°25'57" W, 772.26 feet, with said Prosper Road, to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set in the apparent centerline of said Prosper Road;

**THENCE** N 00°37'58" E, at a distance of 45.74 feet, passing a 5/8" capped iron rod found at the northeast corner of a tract of land conveyed to the Town of Prosper, by Right-of-Way deed recorded in Document Number 2023-98156 (OPRDCT) and the southeast corner of said Prosper Meadows, LP tract, continuing in all a total distance of 2,815.00 feet, to the **POINT OF BEGINNING** with the subject tract containing 2,177,145 square feet or 49.98 acres of land.





Basis of bearing: State Plane  
 Coordinate System, Texas North  
 Central Zone 4202, North American  
 Datum of 1983, Adjustment  
 Realization 2011.

**METS AND BOUNDS DESCRIPTION**

BEING a tract of land situated in the John M. McKim Survey, Abstract No. 889 and the J. Durrett Survey, Abstract No. 350, Town of Prosper, Denton County, Texas, being all of a tract conveyed to George L. McCasland, by deed recorded in Document Number 2022-128993 of the Official Public Records of Denton County, Texas (OPRDCT), with the subject tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod found in the south line of Parvin Road, a variable width right-of-way, at the northeast corner of a tract of land conveyed to Prosper Meadows, LP, by deed recorded in Document Number 2019-65177 (OPRDCT);

THENCE N 89°08'40" E, along said south line of Parvin Road, at a distance of 576.76 feet passing a 5/8" iron rod found, continuing in all a total distance of 775.24 feet, to a PK Nail set in asphalt at the northwest corner of a tract of land conveyed to Legacyparvin26, LLC, by deed recorded in Document Number 2021-63248 (OPRDCT);

THENCE S 00°45'36" W, 1,238.32 feet, departing said south line of Parvin Road, with the west line of said Legacyparvin26, LLC tract, to a 5/8" iron rod found at the southwest corner of said Legacyparvin26, LLC tract and the northwest corner of a tract of land conveyed to Vingrids Capital LLC, by deed recorded in Document Number 2017-89464 (OPRDCT);

THENCE S 00°35'32" W, 574.42 feet, with the west line of said Vingrids Capital LLC tract, to a point for corner;

THENCE S 00°25'56" W, 69.42 feet, continuing with said west line of said Vingrids Capital LLC tract, to a 1/2" iron rod found at the southwest corner of said Vingrids Capital LLC tract and the northwest corner of a tract of land conveyed to Legacy Storage Center, LLC, by deed recorded in Document Number 2007-139928 (OPRDCT);

THENCE S 00°51'49" W, at a distance of 284.96 feet passing a 1/2" iron rod found at the southwest corner of said Legacy Storage Center, LLC, continuing in all a total distance of 397.40 feet, to a point for corner in the west line of a tract of land conveyed to 1185 Legacy, LLC, by deed recorded in Document Number 2021-121368 (OPRDCT);

THENCE S 00°37'06" W, 229.75 feet, with said west line of 1185 Legacy, LLC tract, to a 1/2" iron rod found at the southwest corner of said 1185 Legacy, LLC tract and the northwest corner of a tract of land conveyed to Prosper Fellowship Church, by deed recorded in Document Number 2022-27503 (OPRDCT);

THENCE S 00°34'49" W, 309.66 feet, to a point for corner in Prosper Road, a variable width right-of-way;

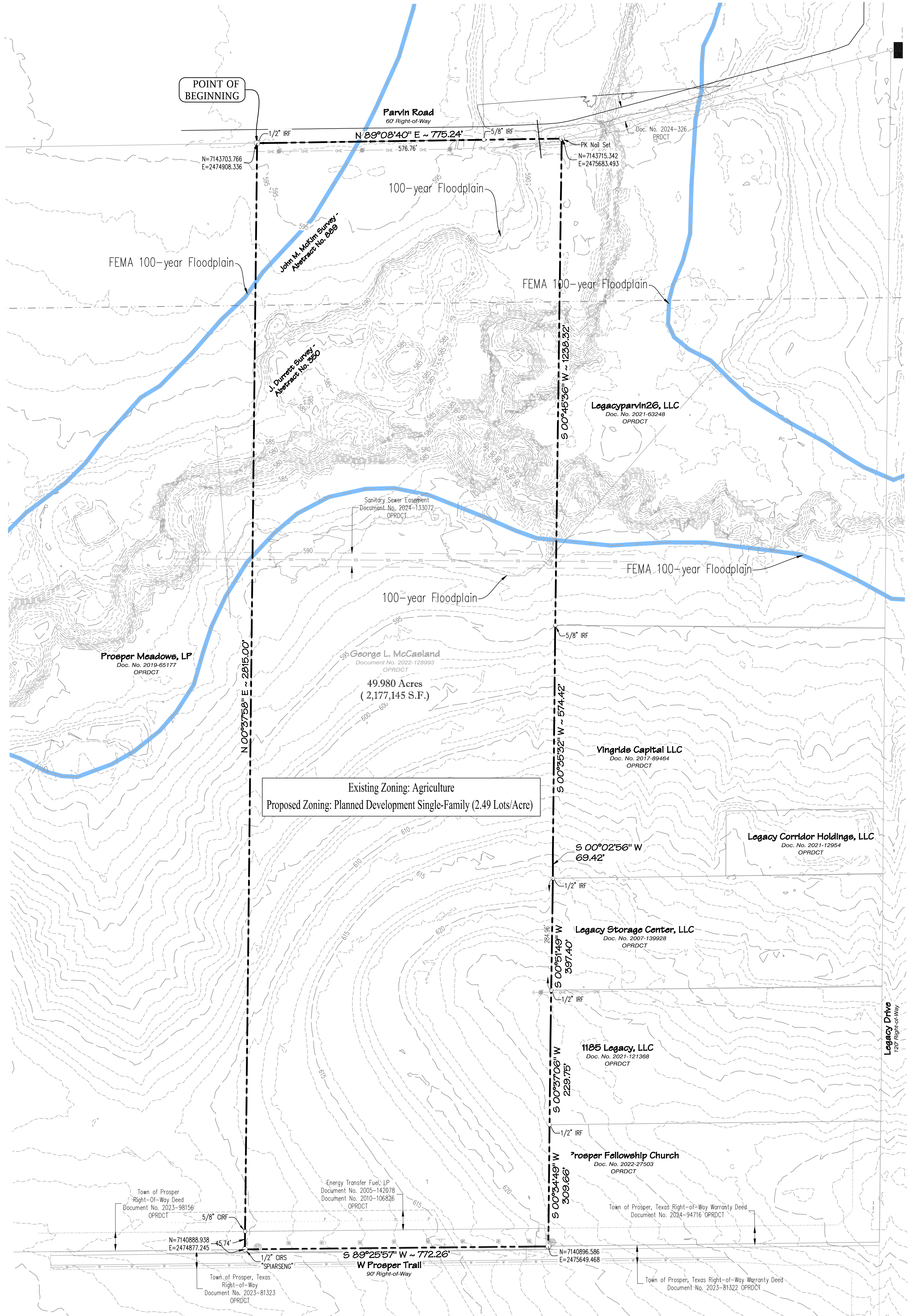
THENCE S 89°25'57" W, 772.26 feet, with said Prosper Road, to a 1/2" iron rod with plastic cap stamped "SPIARSEN" set in the apparent centerline of said Prosper Road;

THENCE N 00°37'58" E, at a distance of 45.74 feet, passing a 5/8" capped iron rod found at the northeast corner of a tract of land conveyed to the Town of Prosper, by Right-of-Way deed recorded in Document Number 2023-98156 (OPRDCT) and the southeast corner of said Prosper Meadows, LP tract, continuing in all a total distance of 2,815.00 feet, to the POINT OF BEGINNING with the subject tract containing 2,177,145 square feet or 49.98 acres of land.

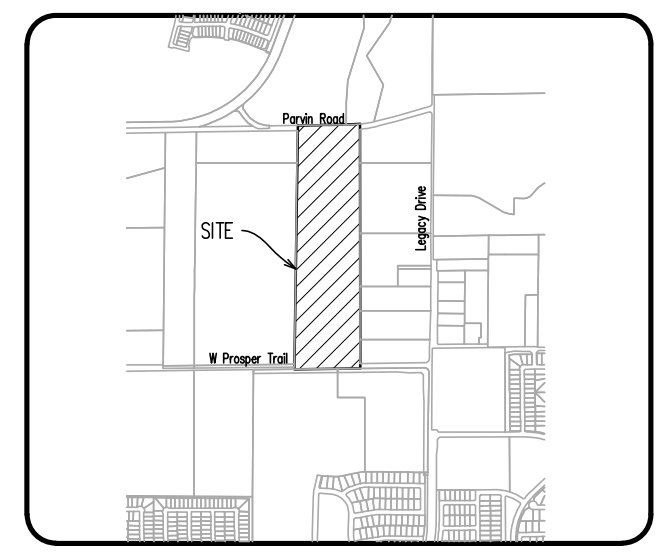
Date of Plat or Map: 4/7/25



Darren K. Brown, RPLS 5252



LEGEND	
○	1/2" IRON ROD W/ PLASTIC CAP STAMPED "SPIARSEN" SET, UNLESS OTHERWISE NOTED.
IRF	IRON ROD FOUND
CRF	CAPPED IRON ROD FOUND
■	POWER POLE
⊙	SAN. SEWER MANHOLE
⊙	STORM SEWER MANHOLE
⊙	LIGHT POLE/STANDARD
⊙	GLY WIRE ANCHOR
⊙	BOLLARD
—	SIGNPOST
⊙	FIRE HYDRANT
UOC	UNDERGROUND CABLE MARKER
GTL	GAS TEST LEAD
GM	GAS METER
GAS	GAS LINE MARKER
FOC	FIBROPTIC CABLE MARKER
⊙	WATER VALVE
⊙	WATER METER
SSCO	SANITARY SEWER CLEANOUT
—	CHAIN LINK FENCE
—	BARBED WIRE FENCE
—	WOOD FENCE
—	OVERHEAD POWER LINE
CM	CONTROL MONUMENT



**ENGINEER / SURVEYOR**  
 Spiars Engineering, Inc.  
 765 Custer Road, Suite 100  
 Plano, TX 75075  
 Telephone: (972) 422-0077  
 TBPEL No. F-2121 And No. F-10043100  
 Contact: Tristan Poore

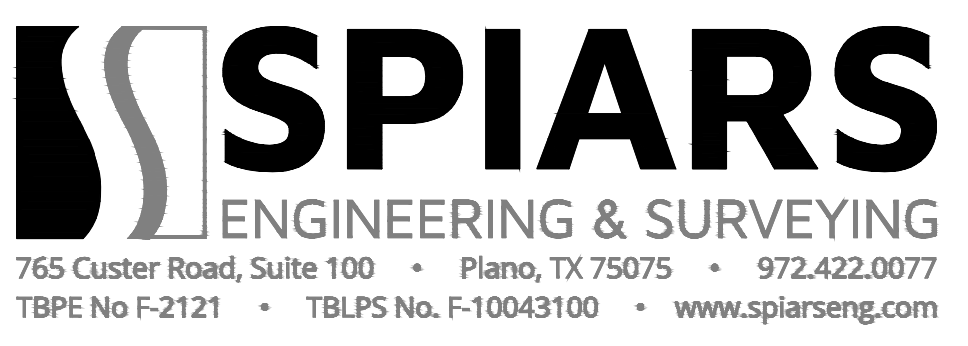
**APPLICANT**  
 M&A Development Services  
 1845 Woodall Rogers Freeway, Suite 150  
 Dallas, TX 75201  
 Telephone: (214) 516-5166  
 Contact: John Mckenzie

**OWNER**  
 George L. McCasland  
 5902 Winchester Drive  
 Texarkana, TX 75503  
 Telephone: (903) 276-4260

Note:  
 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 Plat.

ZONE-25-0006  
 EXHIBIT A-2 (Survey)  
**McCasland Tract**  
 2,177,145 SQUARE FEET OR 49.98 ACRES OF LAND,  
 OUT OF THE  
 JOHN M. MCKIM SURVEY  
 ABSTRACT NO. 889  
 J. DURRETT SURVEY  
 ABSTRACT NO. 350  
 TOWN OF PROSPER  
 DENTON COUNTY, TEXAS

Scale: 1" = 150' April, 2025 SEI Job No. 24-202

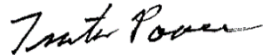


**ZONE-25-0006**  
**-EXHIBIT B-**  
**Letter of Intent**

This planned development district is located between W Prosper Trail and Parvin Road. The area to the south of W Prosper Trail is being developed into single-family homes while the areas to the west and north of this tract are undeveloped. To the east there is a storage center and is planned for medium density residential and retail.

These single-family lots will be at 2.49 units per acre with a proposed 96 single-family units on a gross 49.98 acres and residential use net 38.5 acres. Lots will be front entry along curvilinear streets. The proposed landscaping and amenities are included in this submittal and show how intentional landscaping and amenity design will create a desirable community and trail system connection.

Regards,  
SPIARS Engineering



Tristan R. Poore, P.E.

**ZONE 25-0006  
-EXHIBIT C-  
Planned Development Standards**

The proposed development will conform to the development standards of the Town of Prosper’s Zoning Ordinance and Subdivision Ordinance, as they exist or may be amended, except as otherwise set forth in these Development Standards.

1. Except as noted below, the Tract shall develop in accordance with the Single Family – 12.5 District requirements of the Town of Prosper’s Zoning Ordinance, as it exists or may be amended.
2. **Development Plans**
  - a. Concept Plan: The tract shall be developed in general accordance with the attached concept plan, set forth in Exhibits D.
  - b. Elevations: The tract shall be developed in general accordance with the attached elevations, set forth in Exhibits F.
3. **Uses:** The following uses shall be permitted:
  - a. Model Home
  - b. Single Family Dwelling, Detached
  - c. Accessory Building
  - d. Park or Playground
  - e. Private Recreation Center
  - f. Private Utility, Other Than Listed
4. **Regulations:** Regulations shall be permitted in accordance with the Single Family – 12.5 District and as specified below:
  - a. **Development Standards:**

<b>DEVELOPMENT STANDARDS – SINGLE FAMILY – 12.5</b>	<b>PROSPER STANDARDS</b>	<b>PROPOSED PD STANDARDS</b>
<b>MAX DENSITY</b>	2.5 UPA	2.5 UPA
<b>MIN FRONT YARD SETBACK</b>	30’	30’
<b>MIN SIDE YARD SETBACKS</b>	8’	8’
<b>ADJACENT TO SIDE STREET</b>	15’	15’
<b>MIN REAR YARD SETBACK</b>	25’	25’
<b>MIN LOT DEPTH</b>	125’	150’
<b>MIN LOT WIDTH</b>	80’	76’
<b>MIN LOT AREA</b>	12,500 SQFT	12,500 SQFT
<b>MAXIMUM HEIGHT</b>	2.5 STORIES, < 40’	2.5 STORIES, < 40’
<b>LOT COVERAGE</b>	45 PERCENT	45 PERCENT
<b>MIN ENCLOSED GARAGE AREA</b>	400 SQFT	400 SQFT

- b. **Lot Yield:** The maximum number of single-family detached units shall be ninety-six (96), subject to the limits per lot type specified below.
- c. **Open Space and Amenities:**
- i. An amenity area for family-oriented activities shall be provided in the northern central portion of this community as shown in Exhibit D. The amenity area shall be completed prior to the issuance of certificates of occupancy of greater than 50% of the homes within this community. The program for the amenity area shall contain a minimum of three (3) elements from the following list and must contain at least one (1) element from numbers 1–4 as approved by the Director of Development Services:
    - 1. Fitness station
    - 2. Pickleball court
    - 3. Fishing pier
    - 4. Children’s playground facility
    - 5. Shade structure with seating
    - 6. Dog park
    - 7. Bike pump/ repair station with shade structure
    - 8. Landscape gathering area
    - 9. Grill & picnic area
  - ii. Minimum of 10% Usable Open Space Required.
  - iii. 5’ Sidewalks along local street sections and 8’ Trails through open space and natural creek areas.
- d. **Visibility Corridor Creek View**
- i. A visibility corridor into the creek shall be provided at the north and south ends of the open-space system, as generally depicted in Exhibit D.
- e. **Architectural and Building Material Standards:** Should a discrepancy exist between the Town Zoning or Subdivision Ordinance and the standards within this PD, the language herein shall prevail. The architectural and building material standards for the single-family lots are as follows:
- 1. **Driveways:** Driveways shall be constructed of the following materials: brick pavers, stone, interlocking pavers, stamped concrete, or concrete with stone or brick border.

**2. Exterior Surfaces:**

- a. Masonry is defined as clay fired brick, natural and manufactured stone, granite, marble, 3 step stucco, and cementitious material (20% maximum).
- b. The exterior facade of a main building or structure, excluding glass windows and doors, shall comply with the following standards:
  1. The exterior facades shall be constructed of 100 percent (100%) masonry, unless otherwise specified herein.
  2. Cementitious materials may constitute up to fifty percent (50%) of the area for stories other than the first story provided it does not exceed 20% for the entire home.
  3. Any portion of an upper story, excluding windows, that faces a street, public or private open space, public or private parks, or hike and bike trails, shall be a minimum of eighty percent (80%) masonry and cementitious material may be used for up to twenty percent (20%) provided it does not exceed 20% for the entire home.
  4. The exterior cladding of chimneys shall be brick, natural or manufactured stone, or 3 step stucco.
  5. Cementitious materials may be used for architectural features, including window box outs, bay windows, roof dormers, garage door headers, columns, chimneys not part of an exterior wall, or other architectural features approved by the Director of Development Services.

**3. Roofing:**

- a. Structures shall have a composition, slate, clay tile, standing seam metal, or cement/concrete tile roof. Wood shingles are prohibited. All roofs shall be guttered.
- b. Metal roofs shall be non-reflective colors

**4. Street Network Design:**

- a. Local residential streets incorporate curvilinear street alignments

- b. Front Setback Staggering. If curvilinear streets are provided, standard stagger requirements shall not be required.
- c. Block lengths exceeding 1,000 feet shall be permitted as shown on Exhibit D due to constraints created by the floodplain, required open-space corridors, and connectivity needs.

5. **Garages:**

- a. Dwellings shall have a minimum of two (2) car garage bays totaling a minimum of four hundred feet (400 sf).
- b. Side entry garages shall be permitted on corner lots.
- c. Garage doors directly facing a street shall be located no closer than thirty feet (30') from the property line.

6. **Plate Height:** Each structure shall have a minimum principal plate height of nine feet (9') on the first floor.

7. **Air Conditioners:** No window or wall air conditioning units will be permitted on structures. All mechanical equipment (pool, air conditioning, solar collectors, etc.) must be completely screened from public view. A combination of screens, hedges, or walls should be used to screen equipment or mechanical areas.

8. **Porches:** Porches are required for lots facing the creek or open space.

9. **Anti-Monotony:** Each house design shall not be the same as its neighboring and adjacent houses.

f. **Landscaping:**

- i. Required trees shall not be smaller than four (4) caliper inches. A minimum of two (4) inch caliper shall be located in the front yard. The total caliper inches shall be eleven (11) caliper inches per lot.
- ii. The minimum of twenty (20) shrubs, each a minimum of three (3) gallons in size when planted, shall be planted in the front yard of each lot.
- iii. One hundred percent of all fronts, side, and rear yards not covered by hardscape or landscape beds shall be irrigated and sodded.

- iv. All foundations visible from street shall have flower beds or evergreen shrubs generally screening foundation.
- v. Thoroughfare screening trees are to be 4" minimum.
- vi. Berming is required on both Parvin Road and Prosper Trail
- vii. Underbrush along creek should be cleared for more visibility and overall tidiness of the creek banks.

Lot Area Table			
Lot #	Block #	Square Feet	Acreage
1	A	12,540	0.288
2	A	12,540	0.288
3	A	12,540	0.288
4	A	12,540	0.288
5	A	13,398	0.308
6	A	19,025	0.437
7	A	23,839	0.547
8	A	12,725	0.292
9	A	12,937	0.297
10	A	12,936	0.297
11	A	12,935	0.297
12	A	12,941	0.297
13	A	13,002	0.298
14	A	13,733	0.315
15	A	14,062	0.323
16	A	12,900	0.296
17	A	12,639	0.290
18	A	12,555	0.288
19	A	12,906	0.296
20	A	12,921	0.297
21	A	12,924	0.297
22	A	14,055	0.323
23	A	14,039	0.322
24	A	12,900	0.296
25	A	17,101	0.393
26	A	15,031	0.345

Lot Area Table			
Lot #	Block #	Square Feet	Acreage
1	B	12,918	0.297
2	B	12,920	0.297
3	B	12,920	0.297
4	B	12,920	0.297
5	B	12,920	0.297
6	B	12,756	0.293
7	B	15,127	0.347
8	B	15,672	0.360
9	B	13,892	0.319
10	B	13,845	0.318
11	B	13,027	0.299
12	B	12,920	0.297
13	B	12,920	0.297
14	B	12,920	0.297
15	B	12,920	0.297
16	B	12,920	0.297
17	B	12,920	0.297
18	B	18,584	0.427
19	B	20,884	0.479
20	B	16,405	0.377

Lot Area Table			
Lot #	Block #	Square Feet	Acreage
1	C	12,690	0.291
2	C	12,692	0.291
3	C	12,692	0.291
4	C	12,692	0.291
5	C	12,692	0.291
6	C	12,863	0.295
7	C	13,615	0.313
8	C	13,624	0.313
9	C	13,170	0.302
10	C	12,634	0.290
11	C	13,518	0.310
12	C	12,693	0.291
13	C	12,692	0.291
14	C	12,692	0.291
15	C	12,692	0.291
16	C	12,768	0.293
17	C	12,768	0.293
18	C	13,910	0.319
19	C	13,619	0.313
20	C	12,507	0.287
21	C	12,503	0.287
22	C	12,573	0.289
23	C	12,569	0.289
24	C	12,564	0.288
25	C	12,558	0.288
26	C	13,006	0.299
27	C	12,597	0.289
28	C	12,621	0.290
29	C	12,542	0.288
30	C	12,906	0.296
31	C	12,535	0.288
32	C	12,528	0.288
33	C	12,523	0.287
34	C	12,519	0.287
35	C	12,514	0.287
36	C	12,508	0.287

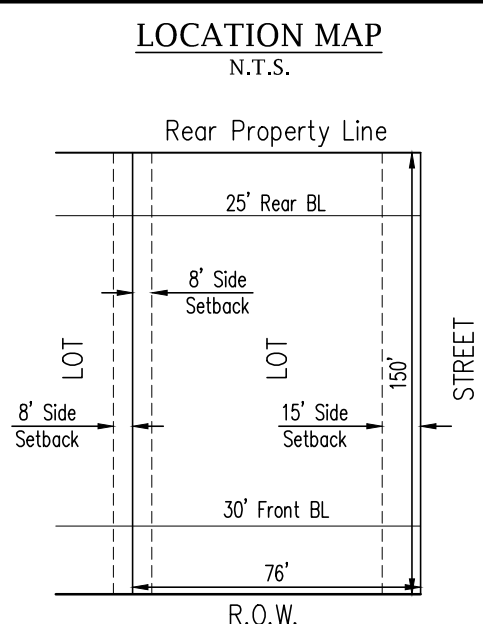
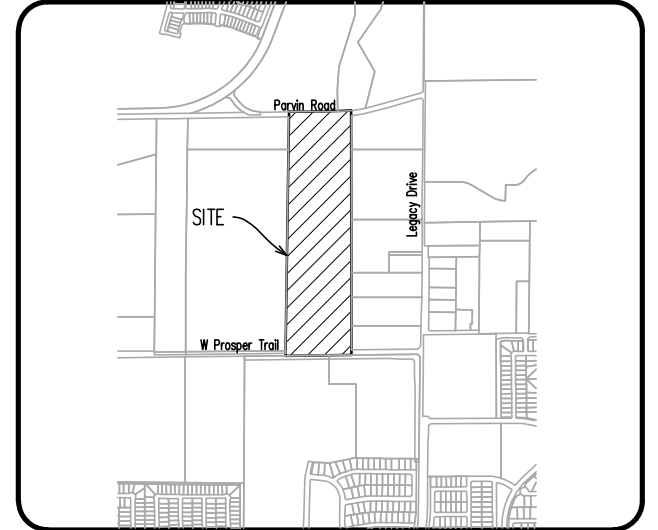
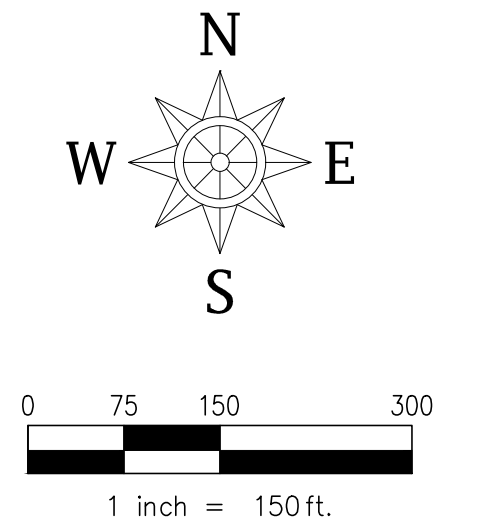
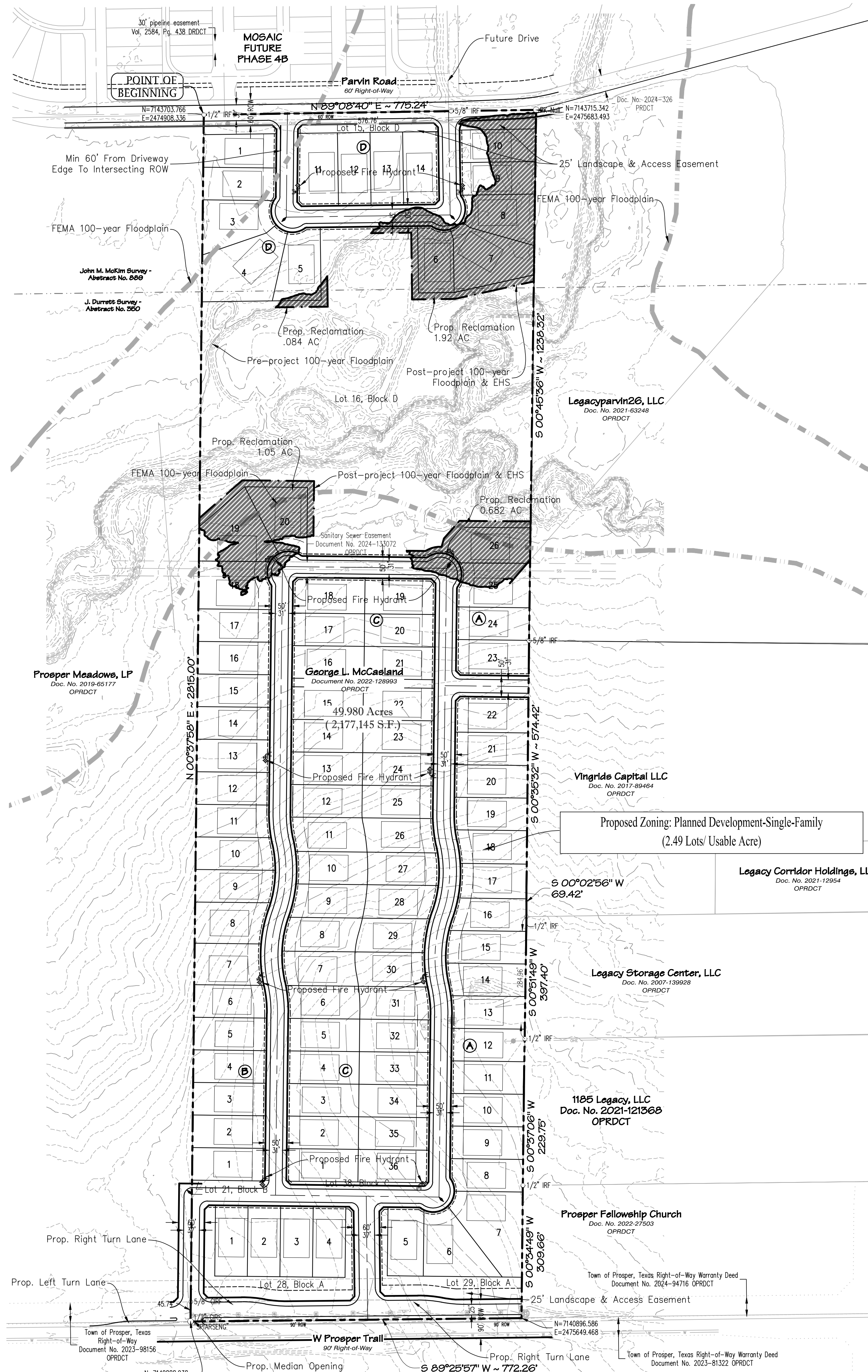
Lot Area Table			
Lot #	Block #	Square Feet	Acreage
1	D	16,650	0.382
2	D	12,904	0.296
3	D	16,226	0.372
4	D	25,536	0.586
5	D	15,645	0.359
7	D	21,755	0.499
8	D	15,867	0.364
9	D	13,279	0.305
10	D	13,443	0.309
11	D	15,998	0.367
12	D	12,921	0.297
13	D	12,922	0.297
14	D	14,062	0.323

Development Standards-- Single Family-12.5	Prosper Standards	Proposed PD Standards
Max Density	2.5 UPA	2.5 UPA
Min Front Yard Setback	30'	30'
Min Side Yard Setbacks	8'	8'
Adjacent to Side Street	15'	15'
Min Rear Yard Setback	25'	25'
Min Lot Depth	125'	150'
Min Lot Width	80'	76'
Min Lot Area	12,500 SQFT	12,500 SQFT
Maximum Height	2.5 Stories, <40'	2.5 Stories, <40'
Lot Coverage	45 Percent	45 Percent
Min Enclosed Garage Area	400 SQFT	400 SQFT

- Note:
- 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 Plat.
  - All proposed driveways shall meet Town of Prosper standards in regards to spacing, throat depth, and such.
  - The Traffic Impact Analysis (TIA) shall be provided at time of Preliminary Plat. Additional improvements or modifications may be required to accommodate results.
  - Traffic calming street treatments have been provided in the form of pavement chokers and enhanced pavement per Town of Prosper Roadway Design Standards Section 4.0.2.M.
  - Requesting Variance of 10.03.146 Residential Development Criteria Along Major Creeks.

OPEN SPACE		
Open Space	481,000sf (11.04 Acres)	22.10%
Total Site Area	2,176,682sf (49.98 Acres)	100%

**SPIARS**  
ENGINEERING & SURVEYING  
765 Custer Road, Suite 100 • Plano, TX 75075 • 972.422.0077  
TBPE No F-2121 • TBLPS No. F-10043100 • www.spiarseng.com



STANDARD LOT DETAIL FOR 76' X 150' MIN. LOT 96 Lots

Proposed Zoning: Planned Development-Single-Family (2.49 Lots/ Usable Acre)

OWNER  
George L. McCasland  
5902 Winchester Drive  
Texarkana, TX 75503  
Telephone: (903) 276-4260

APPLICANT  
M&A Development Services  
1845 Woodall Rogers Freeway, Suite 150  
Dallas, TX 75201  
Telephone: (214) 516-5166  
Contact: John Mckenzie

ENGINEER / SURVEYOR  
Spiars Engineering, Inc.  
765 Custer Road, Suite 100  
Plano, TX 75075  
Telephone: (972) 422-0077  
TBPELS No. F-2121 And No. F-10043100  
Contact: Tristan Poore

**ZONE-25-0006 EXHIBIT D (Conceptual Plan)**

**McCasland Tract**  
96 SINGLE-FAMILY LOTS & 8 OPEN SPACE LOTS  
2,177,145 SQUARE FEET OR 49.98 ACRES OF LAND,  
OUT OF THE  
JOHN M. MCKIM SURVEY  
ABSTRACT NO. 889  
J. DURRETT SURVEY  
ABSTRACT NO. 350  
TOWN OF PROSPER  
DENTON COUNTY, TEXAS

**ZONE-25-0006**  
**-EXHIBIT E-**  
**Development Schedule**

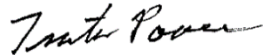
It is anticipated that the development will begin within 12 months after approval of zoning ordinance.

Horizontal civil construction is estimated at 12-15 months' completion and the construction of single-family homes will be completed in one phase.

This schedule is subject to change due to various factors beyond the control of the developer such as housing market conditions, construction materials and labor availability.

Let us know if you need any additional information.

Regards,  
SPIARS Engineering



Tristan R. Poore, P.E.

# PROSPER – ELEVATIONS

Item 14.



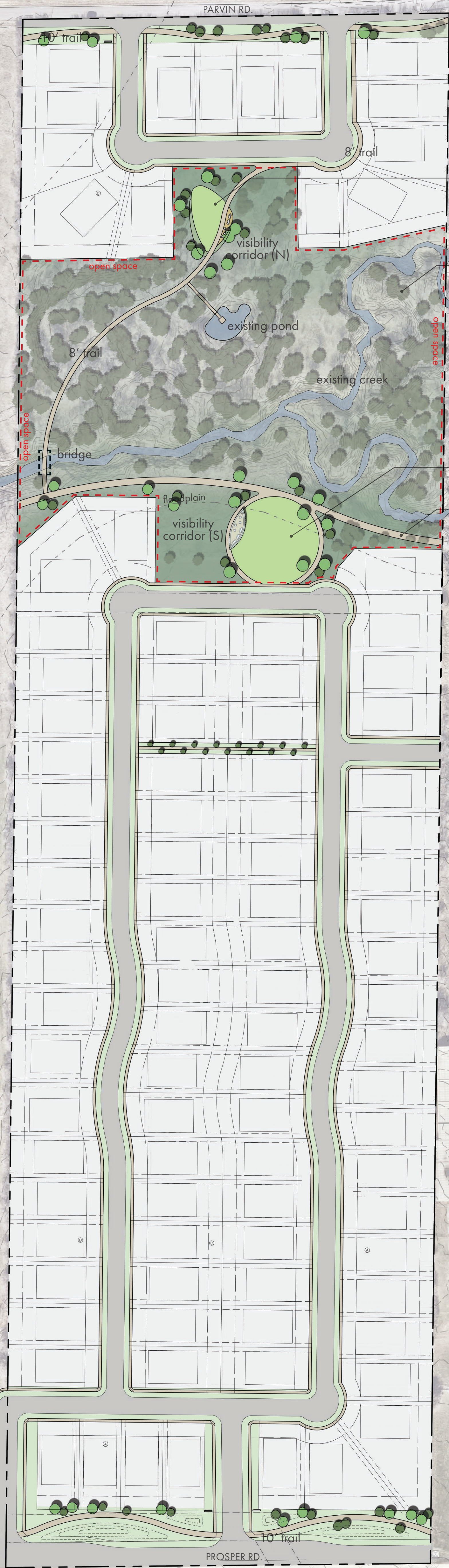
ZONE-25-0006

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Elevations

NOTE: All proposed parks, trails, etc within EHS to stabilize creek bank

Total Site Area: 2,176,682 sqft  
Required 10% Open Space: 217,668 sqft  
Provided Open Space: 458,000 sqft



Pocket park with seating area and lawn

Existing trees, subject to change pending on final design and grading

Larger park with shade structure, seating area and lawn

Town of Prosper regional trail (12' width)





**Street Frontage & Secondary Entries**

- Mason Screen Wall with Masonry Columns
- Canopy Trees 50'-0" O.C.
- Landscape & Irrigation (Ornamental Trees, Beds, and Lawn)



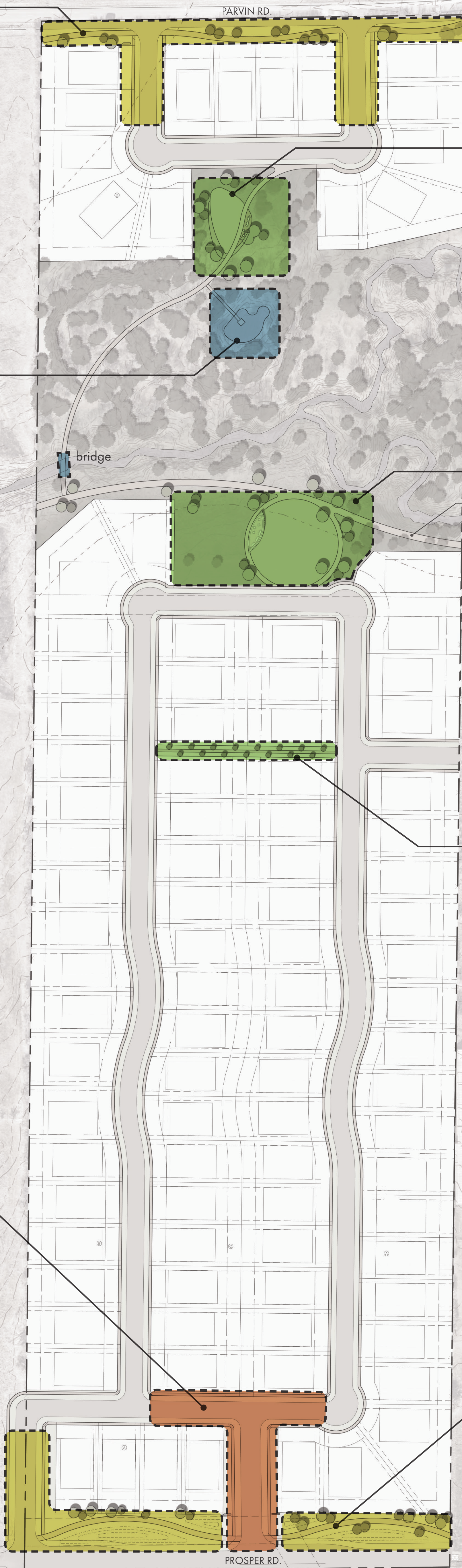
**Pond Amenity**

- Trellis Structured at Pond
- Furnishings – Benches, Seat Walls
- Fishing Pier
- Bridge, 30ft
- Canopy Trees 50'-0" O.C.
- Landscape & Irrigation (Ornamental Trees, Beds, and Lawn)
- Lighting & Electrical for Trees



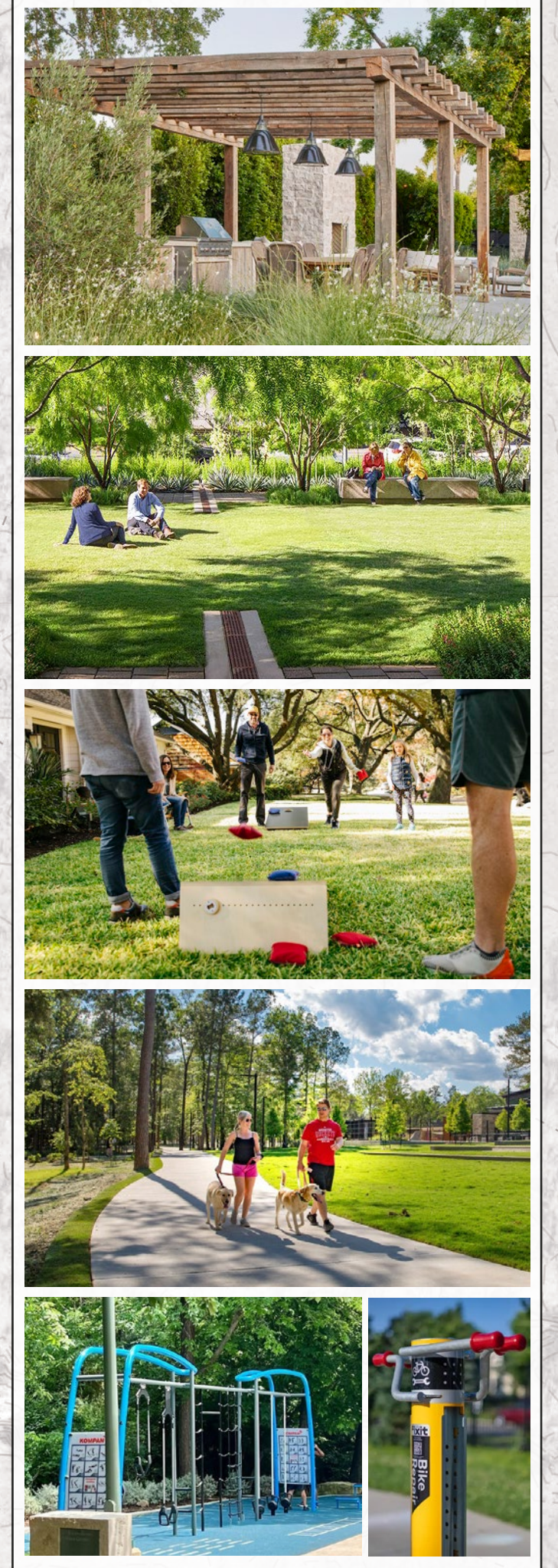
**Main Entrance**

- Entry Monument (Low Wall)
- Landscape & Irrigation (Ornamental Trees, Beds, and Lawn)
- Lighting & Electrical for Signage & Trees



**North Pocket Park (all parks & connector)**

- Fitness Station
- Board on Board Wood Fence with Masonry Columns
- Covered Gazebo
- Canopy Trees 50'-0" O.C.
- Landscape & Irrigation (Ornamental Trees, Beds, and Lawn)
- Lighting & Electrical for Trees
- Bike pump/repair station



**South Pocket Park**

town of Prosper regional trail (12' width)

**Neighborhood Connector**



**Street Frontage & Secondary Entries**

- Mason Screen Wall with Masonry Columns
- Canopy Trees 50'-0" O.C.
- Landscape & Irrigation (Ornamental Trees, Beds, and Lawn)





## 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 McCasland Tract

Town Council Meeting – March 24, 2026

**Strategic Visioning Priority: Ensure the Town's Commercial Corridors are Ready for Development**

**Agenda Item:**

Consider and act upon authorizing the Town Manager to execute a Development Agreement between George L. McCasland and the Town of Prosper relative to McCasland Tract. (DEVAGRE-26-0002)

**Description of Agenda Item:**

On February 10, 2026, the Town Council approved the proposed rezoning request by a vote of 6-0 (Councilmember Bartley absent). A Development Agreement has been prepared accordingly.

**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. Development Agreement

**Town Staff Recommendation:**

Town Staff recommend the Town Council authorize the Town Manager to execute a Development Agreement between George L. McCasland and the Town of Prosper relative to McCasland Tract.

**Proposed Motion:**

I move to authorize/not authorize the Town Manager to execute a Development Agreement between George L. McCasland and the Town of Prosper relative to McCasland Tract.

## McCASLAND TRACT DEVELOPMENT AGREEMENT

**THIS McCASLAND TRACT ADDITION DEVELOPMENT AGREEMENT** (“Agreement”) is entered into by and between the Town of Prosper, Texas (“Town”), and George L. McCasland (“Developer”), 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**, Developer is developing a project in the Town known as McCasland Tract (“Property”), a legal description of which Property is attached hereto as Exhibit A and incorporated by reference; and

**WHEREAS**, the Property was rezoned by the Town Council on or about March 10, 2026, 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 Developer’s reasonable investment-backed expectations in said 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.** For any structure built on the Property following the Effective Date, it shall comply with the requirements contained in Exhibit B, “Building Materials,” 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 Developer 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 Developers of the Property, regardless of whether this Agreement is expressly referenced therein.

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

**4. 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

**5. 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.

**6. 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  
Prosper, Texas 75078  
Attention: Town Manager

If to Developer:       George L McCasland  
5902 Winchester Drive  
Texarkana, TX 75503

**7. 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).

**8. 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.

**9. 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.

**10. 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.

**11. 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. Developer warrants and represents that the individual executing this Agreement on behalf of Developer has full authority to execute this Agreement and bind Developer to the same. The Town Council hereby authorizes the Town Manager of the Town to execute this Agreement on behalf of the Town.

**12. 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.

**13. 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.

**14. Notification of Sale or Transfer; Assignment of Agreement.** Developer shall notify the Town in writing of any sale or transfer of all or any portion of the Property, within ten (10) business days of such sale or transfer. Developer has the right (from time to time without the consent of the Town, but upon written notice to the Town) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Developer under this Agreement, to any person or entity (an "Assignee") that is or will become a Developer of any portion of the Property or that is an entity that is controlled by or under common control with Developer. Each assignment shall be in writing executed by Developer and the Assignee and shall obligate the Assignee to be bound by this Agreement. A copy of each assignment shall be provided to the Town within ten (10) business days after execution. Provided that the successor Developer assumes the liabilities, responsibilities, and obligations of the assignor under this Agreement, the assigning party will be released from any rights and obligations under this Agreement as to the Property that is the subject of such assignment, effective upon receipt of the assignment by the Town. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment. Developer shall maintain true and correct copies of all assignments made by Developer to Assignees, including a copy of each executed assignment and the Assignee's Notice information.

15. **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.

16. **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.

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

18. **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.

19. **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, Assignee and successor Developer of all or any part of the Property; however, the failure to provide such copies shall not affect the validity of any amendment.

20. **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.

21. **Waiver of Texas Government Code § 3000.001 et seq.** With respect to any and all Structures to be constructed on the Property pursuant to this Agreement, Developer hereby waives any right, requirement or enforcement of Texas Government Code §§ 3000.001-3000.005, as amended.

22. **Third-Party Beneficiaries.** Nothing in this Agreement shall be construed to create any right in any Third-Party not a signatory to this Agreement, and the Parties do not intend to create any third-party beneficiaries by entering into this Agreement.

23. **Rough Proportionality.** Developer hereby agrees that any land or property donated and/or dedicated pursuant to this Agreement, whether in fee simple or otherwise, to the Town relative to any development on the Property is roughly proportional to the need for such land and Developer hereby waives any claim therefor that it may have. Developer further acknowledges and agrees that all prerequisites to

such a determination of rough proportionality have been met, and that any costs incurred relative to said donation are related both in nature and extent to the impact of the development referenced herein. Both Developer and the Town further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the provision of roadway services to the Property.

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

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

**(INTENTIONALLY LEFT BLANK)**

**TOWN:**

**THE TOWN OF PROSPER, TEXAS**

By: \_\_\_\_\_

Name: Mario Canizares

Title: Town Manager, Town of Prosper

**STATE OF TEXAS            )**

**)**

**COUNTY OF COLLIN        )**

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2026, 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:

\_\_\_\_\_

**DEVELOPER:**

**George L. McCasland**

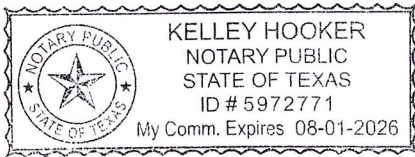
By: *George L. McCasland*  
Name: George L. McCasland

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

**STATE OF TEXAS**

**COUNTY OF Bowie**

Instrument was acknowledged before me on the 6<sup>th</sup> day of March, 2026, by George L. McCasland, 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 Developer.



*Kelley Hooker*

Notary Public, State of Texas

My Commission Expires:

8-1-26

**EXHIBIT A-1**  
**ZONE-25-0006**  
**METES AND BOUNDS DESCRIPTION**

**BEING** a tract of land situated in the John M. McKim Survey, Abstract No. 889 and the J. Durrett Survey, Abstract No. 350, Town of Prosper, Denton County, Texas, being all of a tract conveyed to George L. McCasland, by deed recorded in Document Number 2022-128993 of the Official Public Records of Denton County, Texas (OPRDCT), with the subject tract being more particularly described as follows:

**BEGINNING** at a 1/2" iron rod found in the south line of Parvin Road, a variable width right-of-way, at the northeast corner of a tract of land conveyed to Prosper Meadows, LP, by deed recorded in Document Number 2019-65177 (OPRDCT);

**THENCE** N 89°08'40" E, along said south line of Parvin Road, at a distance of 576.76 feet passing a 5/8" iron rod found, continuing in all a total distance of 775.24 feet, to a PK Nail set in asphalt at the northwest corner of a tract of land conveyed to Legacyparvin26, LLC, by deed recorded in Document Number 2021-63248 (OPRDCT);

**THENCE** S 00°45'36" W, 1,238.32 feet, departing said south line of Parvin Road, with the west line of said Legacyparvin26, LLC tract, to a 5/8" iron rod found at the southwest corner of said Legacyparvin26, LLC tract and the northwest corner of a tract of land conveyed to Vingrids Capital LLC, by deed recorded in Document Number 2017-89464 (OPRDCT);

**THENCE** S 00°35'32" W, 574.42 feet, with the west line of said Vingrids Capital LLC tract, to a point for corner;

**THENCE** S 00°02'56" W, 69.42 feet, continuing with said west line of said Vingrids Capital LLC tract, to a 1/2" iron rod found at the southwest corner of said Vingrids Capital LLC tract and the northwest corner of a tract of land conveyed to Legacy Storage Center, LLC, by deed recorded in Document Number 2007-139928 (OPRDCT);

**THENCE** S 00°51'49" W, at a distance of 284.96 feet passing a 1/2" iron rod found at the southwest corner of said Legacy Storage Center, LLC, continuing in all a total distance of 397.40 feet, to a point for corner in the west line of a tract of land

conveyed to 1185 Legacy, LLC, by deed recorded in Document Number 2021-121368 (OPRDCT);

**THENCE** S 00°37'06" W, 229.75 feet, with said west line of 1185 Legacy, LLC tract, to a 1/2" iron rod found at the southwest corner of said 1185 Legacy, LLC tract and the northwest corner of a tract of land conveyed to Prosper Fellowship Church, by deed recorded in Document Number 2022-27503 (OPRDCT);

**THENCE** S 00°34'49" W, 309.66 feet, to a point for corner in Prosper Road, a variable width right-of-way;

**THENCE** S 89°25'57" W, 772.26 feet, with said Prosper Road, to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set in the apparent centerline of said Prosper Road;

**THENCE** N 00°37'58" E, at a distance of 45.74 feet, passing a 5/8" capped iron rod found at the northeast corner of a tract of land conveyed to the Town of Prosper, by Right-of-Way deed recorded in Document Number 2023- 98156 (OPRDCT) and the southeast corner of said Prosper Meadows, LP tract, continuing in all a total distance of 2,815.00 feet, to the **POINT OF BEGINNING** with the subject tract containing 2,177,145 square feet or 49.98 acres of land.





**EXHIBIT B**  
**ZONE-25-0006**

**Architectural and Building Material Standards:** Should a discrepancy exist between the Town Zoning or Subdivision Ordinance and the standards within this PD, the language herein shall prevail. The architectural and building material standards for the single-family lots are as follows:

1. **Driveways:** Driveways shall be constructed of the following materials: brick pavers, stone, interlocking pavers, stamped concrete, or concrete with stone or brick border.
  
2. **Exterior Surfaces:**
  - a. Masonry is defined as clay fired brick, natural and manufactured stone, granite, marble, 3 step stucco, and cementitious material (20% maximum).
  
  - b. The exterior facade of a main building or structure, excluding glass windows and doors, shall comply with the following standards:
    1. The exterior facades shall be constructed of 100 percent (100%) masonry, unless otherwise specified herein.
  
    2. Cementitious materials may constitute up to fifty percent (50%) of the area for stories other than the first story provided it does not exceed 20% for the entire home.
  
    3. Any portion of an upper story, excluding windows, that faces a street, public or private open space, public or private parks, or hike and bike trails, shall be a minimum of eighty percent (80%) masonry and cementitious material may be used for up to twenty percent (20%) provided it does not exceed 20% for the entire home.
  
    4. The exterior cladding of chimneys shall be brick, natural or manufactured stone, or 3 step stucco.
  
    5. Cementitious materials may be used for architectural features, including window box outs, bay windows, roof dormers, garage door headers, columns, chimneys not part of an exterior wall, or other architectural features approved by the Director of Development Services.

3. **Roofing:**

- a. Structures shall have a composition, slate, clay tile, standing seam metal, or cement/concrete tile roof. Wood shingles are prohibited. All roofs shall be guttered.
- b. Metal roofs shall be non-reflective colors

4. **Street Network Design:**

- a. Local residential streets incorporate curvilinear street alignments
- b. Front Setback Staggering. If curvilinear streets are provided, standard stagger requirements shall not be required.
- c. Block lengths exceeding 1,000 feet shall be permitted as shown on Exhibit D due to constraints created by the floodplain, required open-space corridors, and connectivity needs.

5. **Garages:**

- a. Dwellings shall have a minimum of two (2) car garage bays totaling a minimum of four hundred feet (400 sf).
- b. Side entry garages shall be permitted on corner lots.
- c. Garage doors directly facing a street shall be located no closer than thirty feet (30') from the property line.

6. **Plate Height:** Each structure shall have a minimum principal plate height of nine feet (9') on the first floor.

7. **Air Conditioners:** No window or wall air conditioning units will be permitted on structures. All mechanical equipment (pool, air conditioning, solar collectors, etc.) must be completely screened from public view. A combination of screens, hedges, or walls should be used to screen equipment or mechanical areas.

8. **Porches:** Porches are required for lots facing the creek or open space.

9. **Anti-Monotony:** Each house design shall not be the same as its neighboring and adjacent houses.

**10. Landscaping:**

- a. Required trees shall not be smaller than four (4) caliper inches. A minimum of two (4) inch caliper shall be located in the front yard. The total caliper inches shall be eleven (11) caliper inches per lot.
- b. The minimum of twenty (20) shrubs, each a minimum of three (3) gallons in size when planted, shall be planted in the front yard of each lot.
- c. One hundred percent of all fronts, side, and rear yards not covered by hardscape or landscape beds shall be irrigated and sodded.
- d. All foundations visible from street shall have flower beds or evergreen shrubs generally screening foundation.
- e. Thoroughfare screening trees are to be 4” minimum.
- f. Berming is required on both Parvin Road and Prosper Trail
- g. Underbrush along creek should be cleared for more visibility and overall tidiness of the creek banks.

**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:** Notice of Appeals

Town Council Meeting – March 24, 2026

**Strategic Visioning Priority: Ensure the Town's Commercial Corridors are Ready for Development**

**Agenda Item:**

Consider and act upon whether to direct staff to submit a written notice of appeals on behalf of the Town Council to the Development Services Department, pursuant to Chapter 4, Section 1.5(C)(7) and 1.6(B)(7) of the Town’s Zoning Ordinance, regarding action taken by the Planning and Zoning Commission on Preliminary Site Plans and Site Plans.

**Description of Agenda Item:**

Attached is the Site Plan that was acted on by the Planning and Zoning Commission on March 3, 2026.

Per the Zoning Ordinance, the Town Council can direct staff to submit a written notice of appeal on behalf of the Town Council to the Development Services Department for any Preliminary Site Plans and Site Plans acted on by the Planning and Zoning Commission.

**Budget Impact:**

There is no budgetary impact affiliated with this item.

**Legal Obligations and Review:**

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

**Attached Documents:**

1. DEVAPP-25-0153 – Jeremiah Horn Survey, Abstract 411, Tract 26 (Approved 5-0)
2. PowerPoint Slides

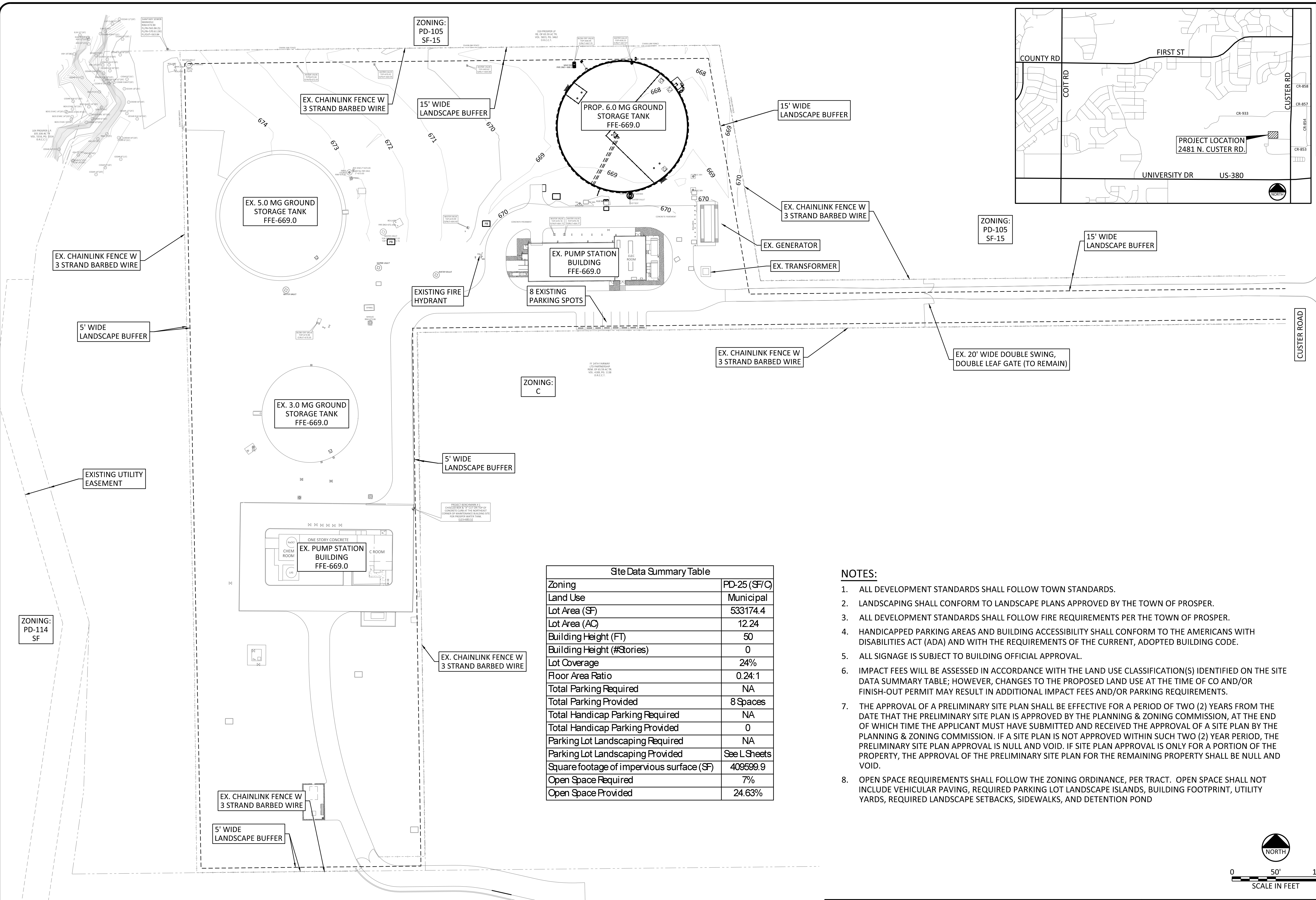
**Town Staff Recommendation:**

Town Staff recommend the Town Council take no action on this item.

**Proposed Motion:**

N/A

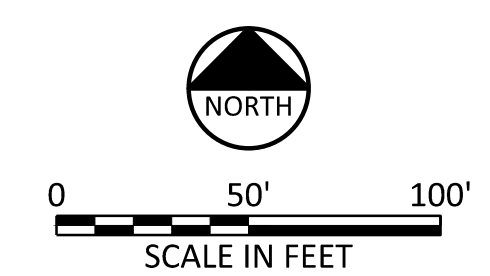
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 Filename: N:\WU\Drawings\Overall Site LA\GN-ALL-SITE.dwg  
 Last Saved: 1/6/2026 1:13 PM Saved By: 08804



Site Data Summary Table	
Zoning	PD-25 (SF/C)
Land Use	Municipal
Lot Area (SF)	533174.4
Lot Area (AC)	12.24
Building Height (FT)	50
Building Height (#Stories)	0
Lot Coverage	24%
Floor Area Ratio	0.24:1
Total Parking Required	NA
Total Parking Provided	8 Spaces
Total Handicap Parking Required	NA
Total Handicap Parking Provided	0
Parking Lot Landscaping Required	NA
Parking Lot Landscaping Provided	See L Sheets
Square footage of impervious surface (SF)	409599.9
Open Space Required	7%
Open Space Provided	24.63%

**NOTES:**

- ALL DEVELOPMENT STANDARDS SHALL FOLLOW TOWN STANDARDS.
- LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY THE TOWN OF PROSPER.
- ALL DEVELOPMENT STANDARDS SHALL FOLLOW FIRE REQUIREMENTS PER THE TOWN OF PROSPER.
- HANDICAPPED PARKING AREAS AND BUILDING ACCESSIBILITY SHALL CONFORM TO THE AMERICANS WITH DISABILITIES ACT (ADA) AND WITH THE REQUIREMENTS OF THE CURRENT, ADOPTED BUILDING CODE.
- ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL.
- IMPACT FEES WILL BE ASSESSED IN ACCORDANCE WITH THE LAND USE CLASSIFICATION(S) IDENTIFIED ON THE SITE DATA SUMMARY TABLE; HOWEVER, CHANGES TO THE PROPOSED LAND USE AT THE TIME OF CO AND/OR FINISH-OUT PERMIT MAY RESULT IN ADDITIONAL IMPACT FEES AND/OR PARKING REQUIREMENTS.
- THE APPROVAL OF A PRELIMINARY SITE PLAN SHALL BE EFFECTIVE FOR A PERIOD OF TWO (2) YEARS FROM THE DATE THAT THE PRELIMINARY SITE PLAN IS APPROVED BY THE PLANNING & ZONING COMMISSION, AT THE END OF WHICH TIME THE APPLICANT MUST HAVE SUBMITTED AND RECEIVED THE APPROVAL OF A SITE PLAN BY THE PLANNING & ZONING COMMISSION. IF A SITE PLAN IS NOT APPROVED WITHIN SUCH TWO (2) YEAR PERIOD, THE PRELIMINARY SITE PLAN APPROVAL IS NULL AND VOID. IF SITE PLAN APPROVAL IS ONLY FOR A PORTION OF THE PROPERTY, THE APPROVAL OF THE PRELIMINARY SITE PLAN FOR THE REMAINING PROPERTY SHALL BE NULL AND VOID.
- OPEN SPACE REQUIREMENTS SHALL FOLLOW THE ZONING ORDINANCE, PER TRACT. OPEN SPACE SHALL NOT INCLUDE VEHICULAR PAVING, REQUIRED PARKING LOT LANDSCAPE ISLANDS, BUILDING FOOTPRINT, UTILITY YARDS, REQUIRED LANDSCAPE SETBACKS, SIDEWALKS, AND DETENTION POND



Freese and Nichols, Inc.  
 Texas Registered Engineering Firm F-2144

**NOT FOR CONSTRUCTION**  
 THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE TEXAS PROFESSIONAL ENGINEERING ACT, TEXAS NO. 1382, ON DATE 01/23/2026. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

**FREES & NICHOLS**  
 6136 Frisco Square Blvd., Suite 375  
 Frisco, Texas 75034  
 Phone - (972) 624-9201  
 Web - www.freese.com

TOWN OF PROSPER, TEXAS

**CUSTER ROAD GROUND STORAGE TANK**

CIVIL

**OVERALL SITE PLAN**

NO.	ISSUE	DATE	BY	FILE NAME
0	VERIFY SCALE			GN-ALL-SITE.dwg
1	Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.			

PRP24435  
 NOV 2025  
 DESIGNED MS  
 DRAWN RGM  
 CHECKED  
 APPROVED DMAR

SHEET **C-0.5**

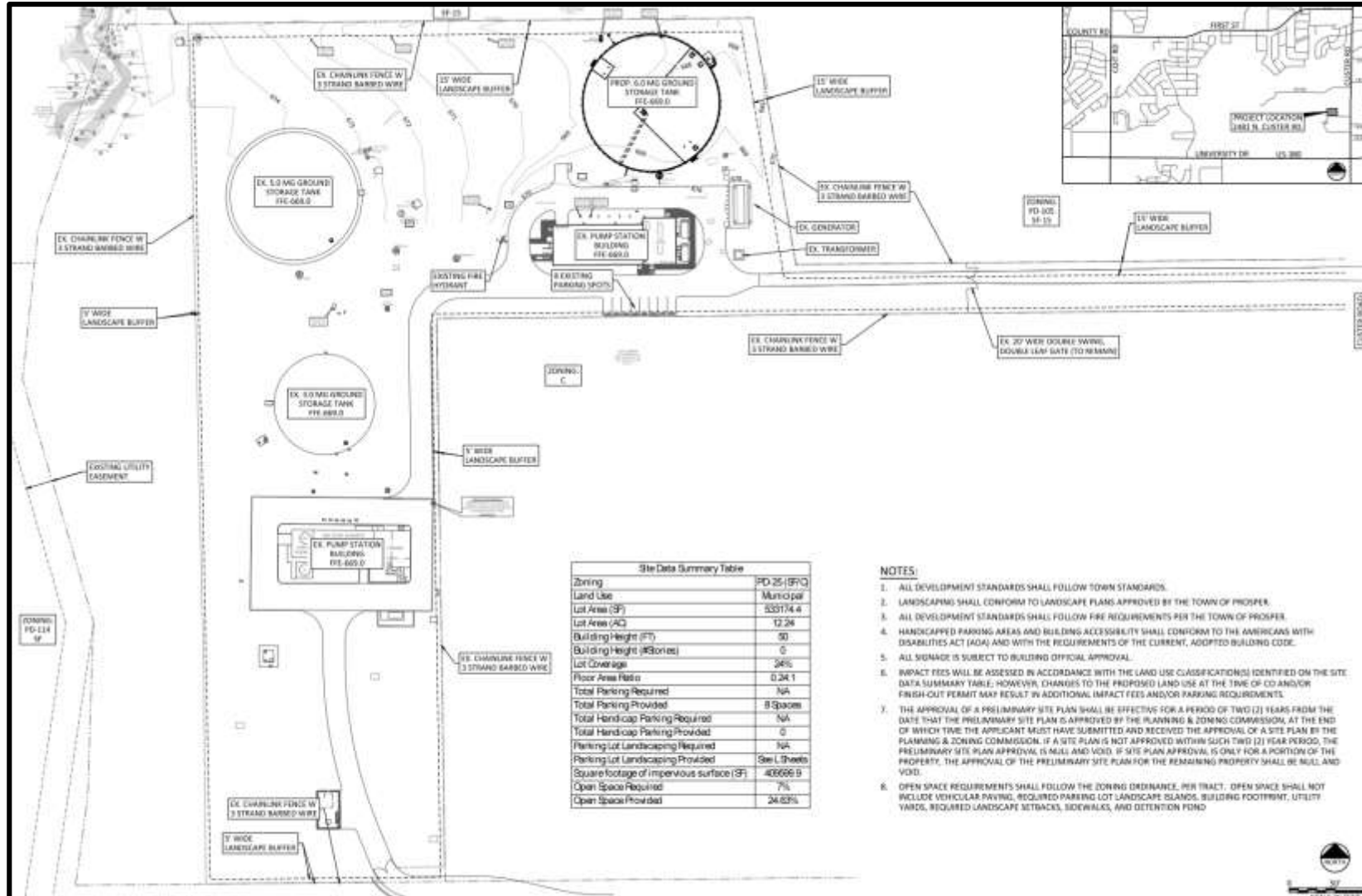
# Jeremiah Horn Survey, Abstract 411, Tract 26 (DEVAPP-25-0119)

# Information

## Purpose:

- Construct new ground storage tank on Town owned property.
  - Existing Ground Storage Tanks (2)
  - Existing Parking Stalls (8)
  - Existing Pump Stations (2)







## 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 for Denton Way Office Park**

**Town Council Meeting – March 24, 2026**

**Strategic Visioning Priority: Ensure the Town's Commercial Corridors are Ready for Development**

**Agenda Item:**

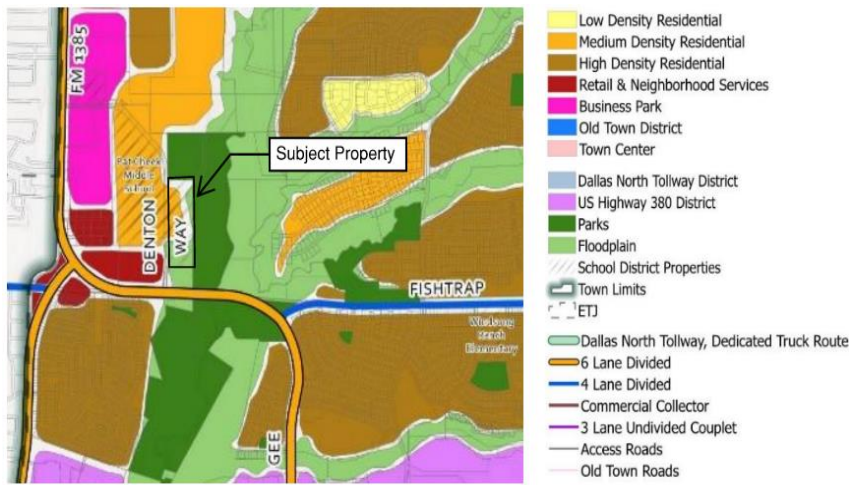
Conduct a Public Hearing and consider and act upon a request for a Planned Development for an Indoor Sports Facility and Medical Offices on Middle School No. 9 Addition, Block A, Lot 5, on 18.9± acres, located on the east side of Denton Way and 480± feet north of Fishtrap Road. (ZONE-25-0007)

**Description of Agenda Item:**

The purpose of this request is to rezone the property from Agriculture to a Planned Development with a base zoning of Office, specifically to allow Medical Office buildings and a Sports Facility. The property is approximately 18± acres of vacant land on the east side of Denton Way. The property is currently platted as Lot 5 and the intent is to be subdivided into two lots. The southern lot will hold a 30,000 square foot sports facility on 9.7± acres, and the northern lot will contain 11 office buildings totaling 62,100 square feet on 8.1± acres.

**Future Land Use Plan:**

The zoning for the surrounding areas of the proposed development consists of Parks to the north and east, Floodplain to the south, and Denton ISD Pat Cheek Middle School and Retail to the west across Denton Way. While a portion of this property is identified as Medium Density Residential on the Future Land use Plan, none of the adjacent land under the same designation is developed as residential. Staff does not see the need for modifications to the Future Land Use Plan.



**Zoning:**

The property is zoned Agriculture.

**Thoroughfare Plan:**

This property has direct access to Denton Way.

**Parks Master Plan:**

The Parks Master Plan does not indicate the need for a park on this property.

**Hike & Bike Trail:**

Hike & Bike Trail requirements are that they have a 10-foot trail along Denton Way. The plan shows that this has been provided. Additionally, the Landscape Plan (Exhibit G) shows a trail extending to the eastern property line for future connection to a Hike and Bike Trail that will run north-south through the flood plain.

**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.

**Noticing:**

Notification was provided as required by the Zoning Ordinance and state law. Staff has not received any response to the proposed zoning request to date.

**Attached Documents:**

1. Aerial & Zoning Maps
2. Future Land Use Exhibit
3. Exhibit A-1 – Written Metes and Bounds
4. Exhibit A-2 – Boundary Exhibit
5. Exhibit B – Letter of Intent
6. Exhibit C – Development Standards
7. Exhibit D – Conceptual Plan
8. Exhibit E – Development Schedule
9. Exhibit F – Elevations
10. Exhibit G – Landscape Plan
11. Exhibit H – Open Space Plan
12. Draft Development Agreement

**Compatibility:**

This zoning change would not be out of character with the existing area due to compatibility with the surrounding properties.

The zoning and land use of the surrounding properties are as follows:

	<b>Zoning</b>	<b>Current Land Use</b>	<b>Future Land Use Plan</b>
<b>Subject Property</b>	Agriculture	Vacant	Medium Density Residential & Floodplain
<b>North</b>	Planned Development-40 (Single Family)	Vacant	Parks
<b>East</b>	Planned Development-40 (Single Family)	Vacant/Parkland	Parks
<b>South</b>	Agriculture	Vacant	Floodplain
<b>West</b>	Agriculture	Pat Cheek Middle School/Vacant	Medium Density Residential, Retail & Neighborhood Services

**District Regulations:**

The proposed development will conform to the development standards of the Office District as found in the Town Ordinance. The chart below shows the Office District regulations.

The Office District contains a criteria for a maximum floor area of 10,000 square feet. The maximum floor area may exceed 10,000 square feet only if the entire structure is more than 200 feet from a residential use or zone. The sports facility is compliant with this standard in relation to residential zoning to east, north, and south. However, it is closer than 200 feet to the Denton ISD property to the west. The Development Standards include a provision that the standard will not apply when the property is separated from another by a public street.

	<b>Current Office District Regulations</b>
<b>Size of Yards</b>	<b>Front:</b> 30' <b>Side:</b> 10' feet adjacent to any non-residential district. 25' for a one-story building adjacent to any residential district. 40' for a two-story building adjacent to any residential district. <b>Rear:</b> 10' adjacent to any nonresidential district. 25' for a one story building adjacent to any residential district. 40' for a two-story building adjacent to any residential district.
<b>Size of Lots</b>	<b>Minimum Area:</b> 7,000 SF <b>Minimum Lot Width:</b> 70' <b>Minimum Lot Depth:</b> 100'
<b>Maximum Height</b>	<b>Stories:</b> Two Stories or 40'
<b>Maximum Lot Coverage</b>	<b>Lot Coverage:</b> 30 Percent
<b>Floor Area Ratio</b>	<b>Maximum:</b> 0.5:1

**Uses:**

The list of permitted uses within this Planned Development is shown below:

- Administrative, Medical or Professional Office
- Bank, Savings and Loan, or Credit Union
- Business Service
- Commercial Amusement, Sports Facility (Indoor)
- Community Center
- Fraternal Organization/Lodge/Civic Club/Fraternity or Sorority
- Governmental Office
- Health/Fitness Center
- Home Builder Marketing Center
- Insurance Office
- Minor Dry Cleaning
- Minor Print Shop
- Museum/Art Gallery
- Park or Playground
- Private or Parochial School
- Private Recreational Center
- Private Utility
- Public Athletic Stadium or Field
- Public Schools
- Retail/Service Incidental Use
- Telephone Exchange

The following uses would require a Specific Use Permit:

- Assisted Care/Living Facility
- Child Care Center, Incidental
- Child Care Center, Licensed
- Restaurant (without drive-through)
- Day Care Center (Adult)
- Private Athletic Stadium or Field
- Rehabilitation Care Institution Research and Development Center

**Landscaping:**

The landscaping for this Planned Development will conform to the landscape area requirements as stated in the Town's Zoning Ordinance.

**Open Space:**

The sports facility lot is required to have a minimum of 29,713 square feet of open space and 59,313 square feet is proposed. The minimum requirement for the medical offices lot is 24,822 square feet of open space, and the development proposes 59,921 square feet of open space.

**Major Creek Amenities:**

The property is adjacent to a major creek. Commercial developments are required to provide three amenities and office developments are required to provide four amenities. Overall, the development will be providing the following:

- a. A minimum 25 percent of the surface area of the walls that face the major creek shall be provided as windows.\*
- b. Buildings will have the same building materials and architectural elements on all four sides.\*

- c. Trail head park.
- d. Over 100' visibility corridor.
- e. Common patio (over 750 sq ft) with shade structure.

\*Applies to both the Sports Facility and the Office Buildings

### **Architectural Standards:**

The architectural standards within this Planned Development are shown below.

- Permitted Primary Exterior Building Materials (minimum 85% of each elevation):
  - Clay Fired Brick
  - Granite
  - Marble
  - Stone (Natural or Manufactured)

The following are allowed on sports facilities with 40%

- Stucco (Three-Coat)
  - Split-faced concrete masonry units
  - Concrete tilt-wall with decorative patterns
- Permitted Secondary Building Materials (minimum 15% of each elevation):
    - Aluminum (or other metal)
    - Cedar or similar quality decorative wood
    - Stucco (Three-step application process) a minimum of 9 feet or higher above grade

### **Screening and Fencing:**

The screening required along adjacent residential property shall be a living screen in lieu of a masonry wall. The evergreen trees shall be located interior to the property due to the overhead power lines and floodplain. Placement of the evergreen trees may be clustered as shown on the Landscape Exhibit, as long as there is appropriate coverage, as determined by the Director of Development Services.

### **Town Staff Recommendation:**

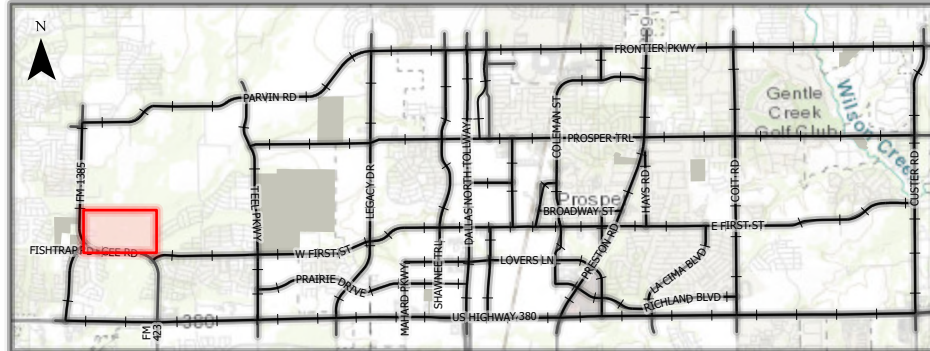
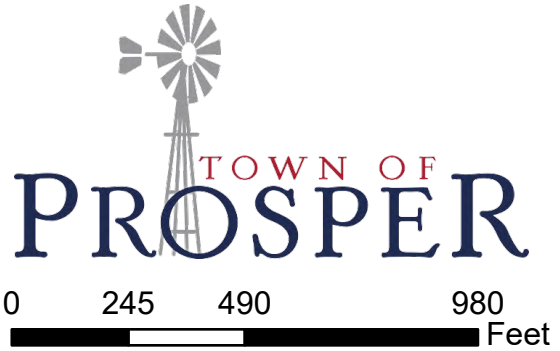
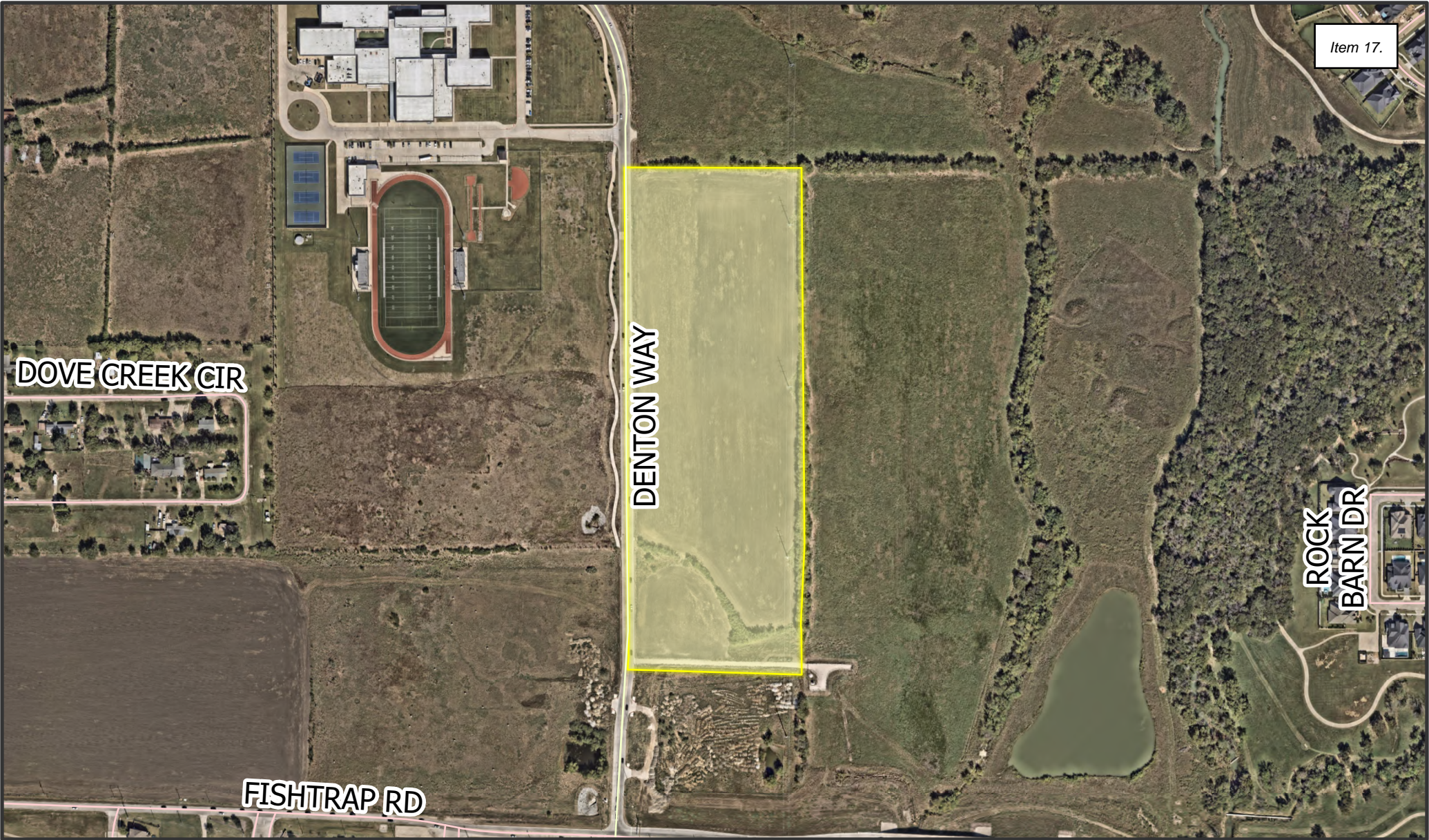
The proposed zoning request is compatible with the surrounding property and provides landscaping, open space, and amenities that will integrate it with the adjacent creek and trail system. Town Staff recommends approval of the request for a Planned Development for an Indoor Sports Facility and Medical Offices on Middle School No. 9 Addition, Block A, Lot 5, on 18.9± acres, located on the east side of Denton Way and 480± feet north of Fishtrap Road.

### **Planning and Zoning Recommendation:**

The Planning and Zoning Commission unanimously recommended approval of this item by a vote of 5-0 at their meeting on March 3, 2026.

### **Proposed Motion:**

I move to approve/deny a request for a Planned Development for an Indoor Sports Facility and Medical Offices on Middle School No. 9 Addition, Block A, Lot 5, on 18.9± acres, located on the east side of Denton Way and 480± feet north of Fishtrap Road.



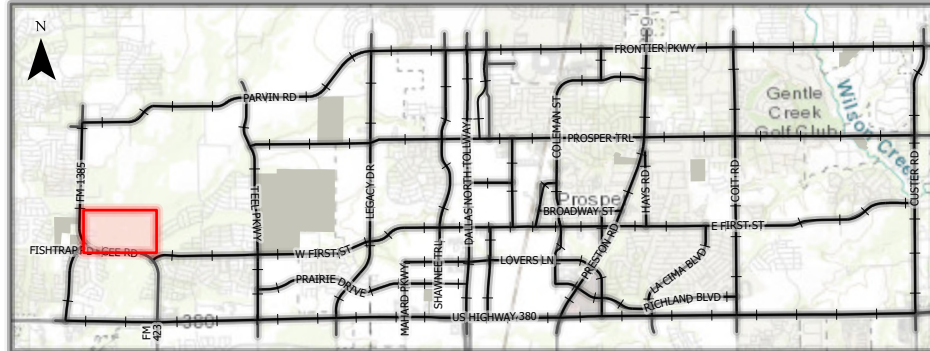
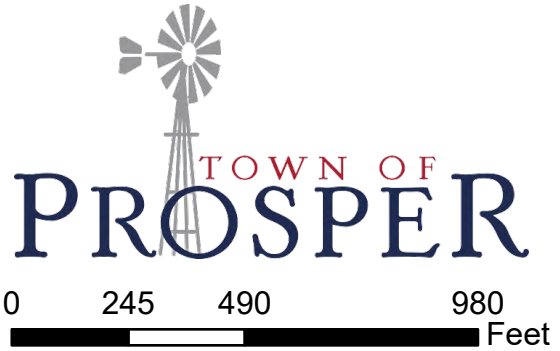
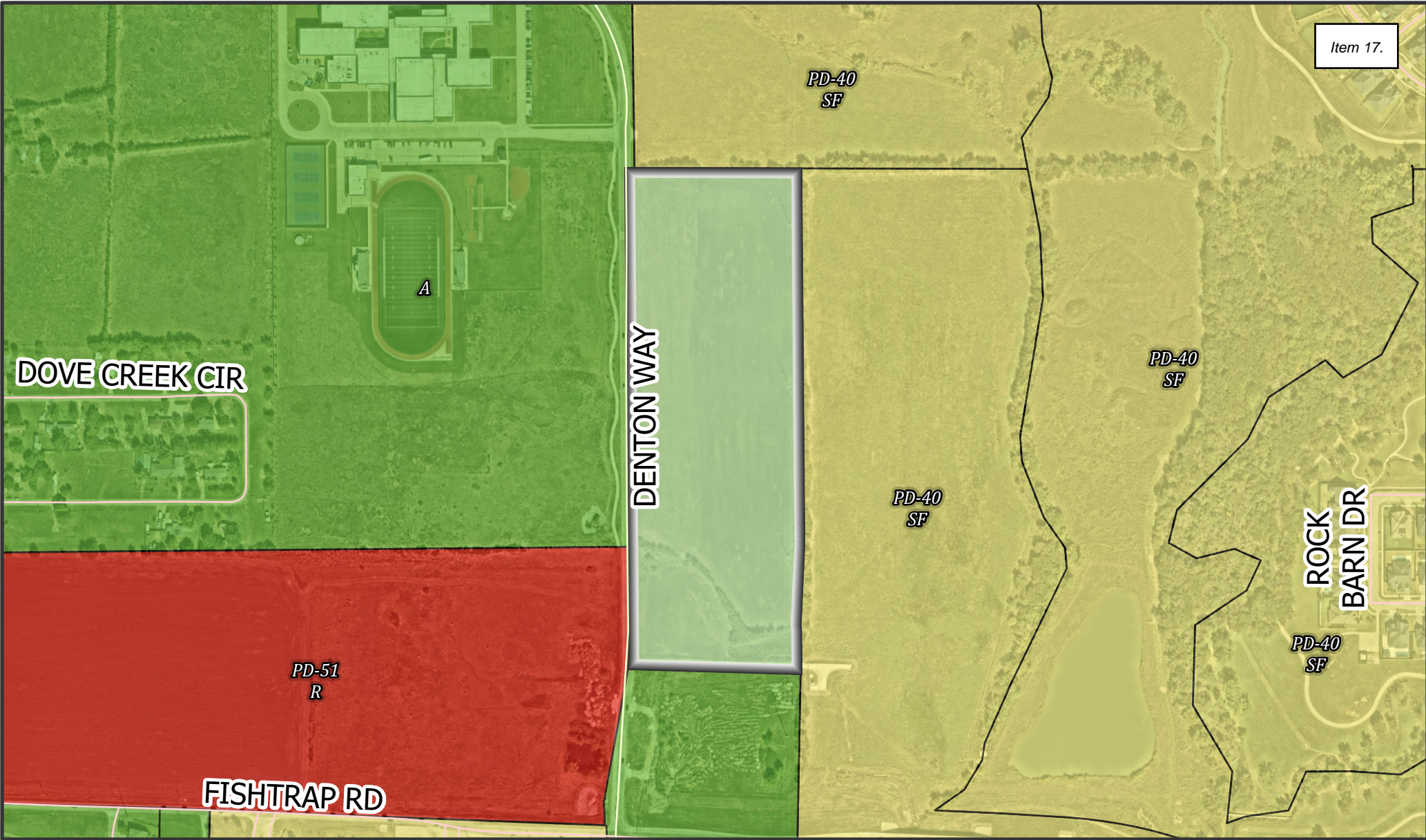
This map for illustration purposes only

ZONE-25-0007

Denton Way Office Park

Planned Development

Item 17.



**ZONE-25-0007**

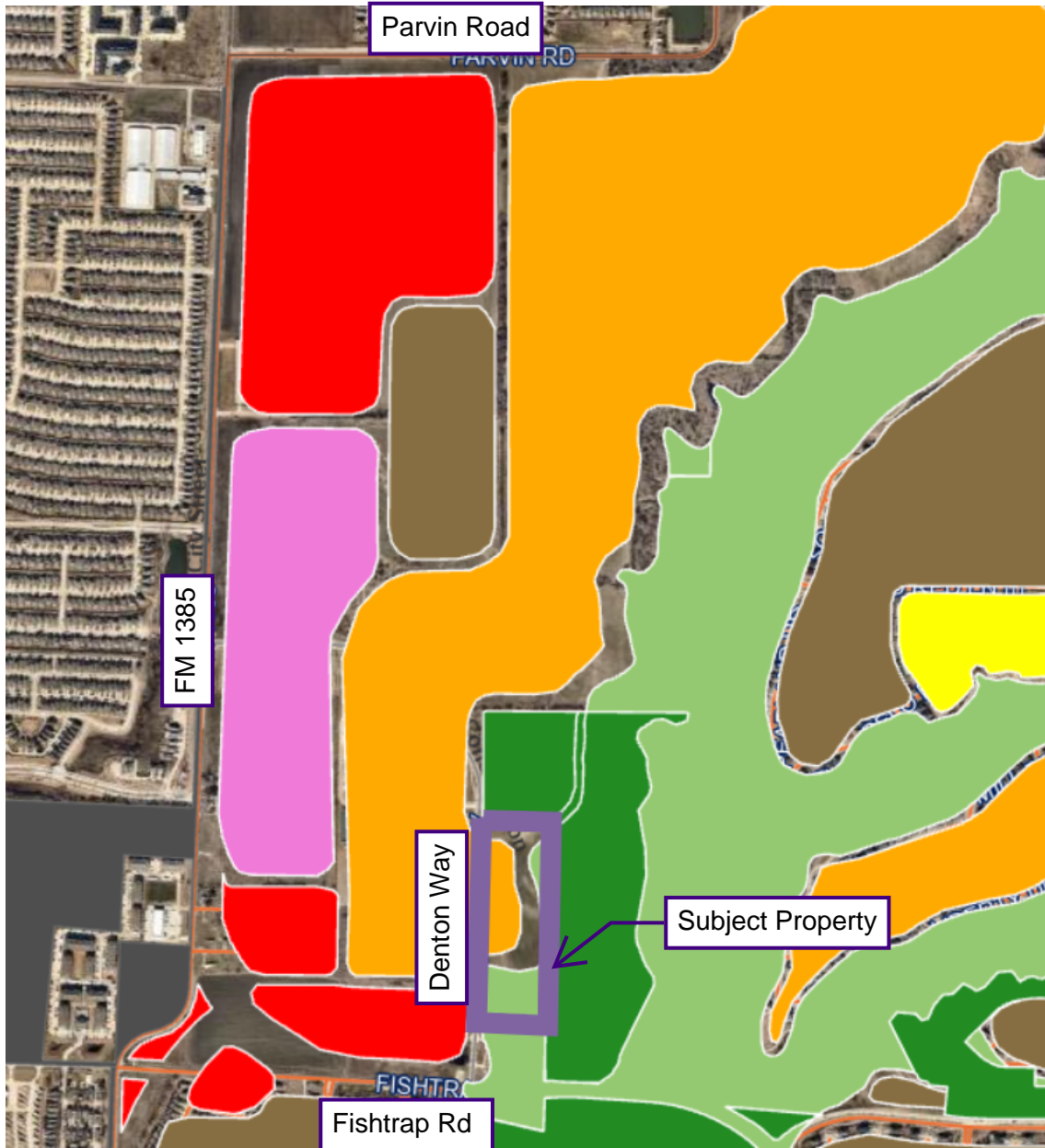
Denton Way Office Park

Planned Development

This map for illustration purposes only

# Future Land Use Exhibit

- Low Density Residential
- Medium Density Residential
- High Density Residential
- Retail & Neighborhood Services
- Business Park
- Old Town District
- Town Center
- Dallas North Tollway, Dedicated Truck Route
- 6 Lane Divided
- 4 Lane Divided
- Commercial Collector
- 3 Lane Undivided Couplet
- Access Roads
- Old Town Roads
- Dallas North Tollway District
- US Highway 380 District
- Parks
- Floodplain
- School District Properties
- Town Limits
- ETJ



**ZONE-25-0007**  
**EXHIBIT A-1**  
**METES AND BOUNDS DESCRIPTION**

**BEING** a tract of land situated in the J. Morton Survey, Abstract No. 793, Town of Prosper, Denton County, Texas, being all of Lot 5, Block A, Middle School #9 Addition, according to the plat recorded in Document Number 2023-375, Official Records, Denton County, Texas, (ORDCT), being all of a tract conveyed to Prosper Denton Commercia, LP, according to the deed recorded in Document Number 20204-138175, ORDCT, and also being a portion of Denton Way, a Called 60' Right-of-Way, according to the Plat recorded in Document Number 2023-375, with the subject tract being more particularly described as follows:

**BEGINNING** at a 5/8 inch capped iron rod found for the southeast corner of said Lot 5, and also being the north east corner of the remainder of a tract conveyed to Corey Graham, according to the deed recorded in Document Number 2013-130390, ORDCT, and also being in the west line of a tract conveyed to Town of Prosper, according to the deed recorded in Document Number 2022-69025. ORDCT;

THENCE N 88°19'31" W, passing at 498.59 feet a 1/2" iron rod found on the east line of Denton Way, a 60' right-of-way, and also being the southwest corner of said Lot 5, continuing on for a total distance of 528.59 feet;

THENCE around a non-tangent curve to the left having a central angle of 04°10'44", a radius of 514.55 feet, a chord of N 01°38'32" E - 37.52 feet, an arc length of 37.53 feet;

THENCE N 00°28'39" W, 1492.35 feet;

THENCE S 89°48'21" E, passing at 30.00 feet a 1/2" capped iron rod found for the northwest corner of said Lot 5, continuing for a total distance of 539.47 feet to a 5/8" capped iron rod found for the northeast corner of the subject tract;

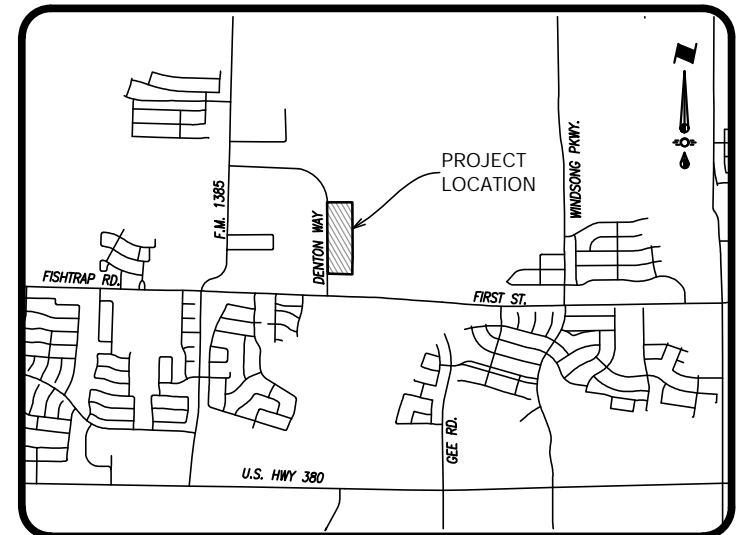
THENCE S 00°26'37" E, 1149.20 feet to a 1/2" iron rod found;

THENCE S 02°40'25" W, 244.93 feet to a Brass USACE Monument Found;

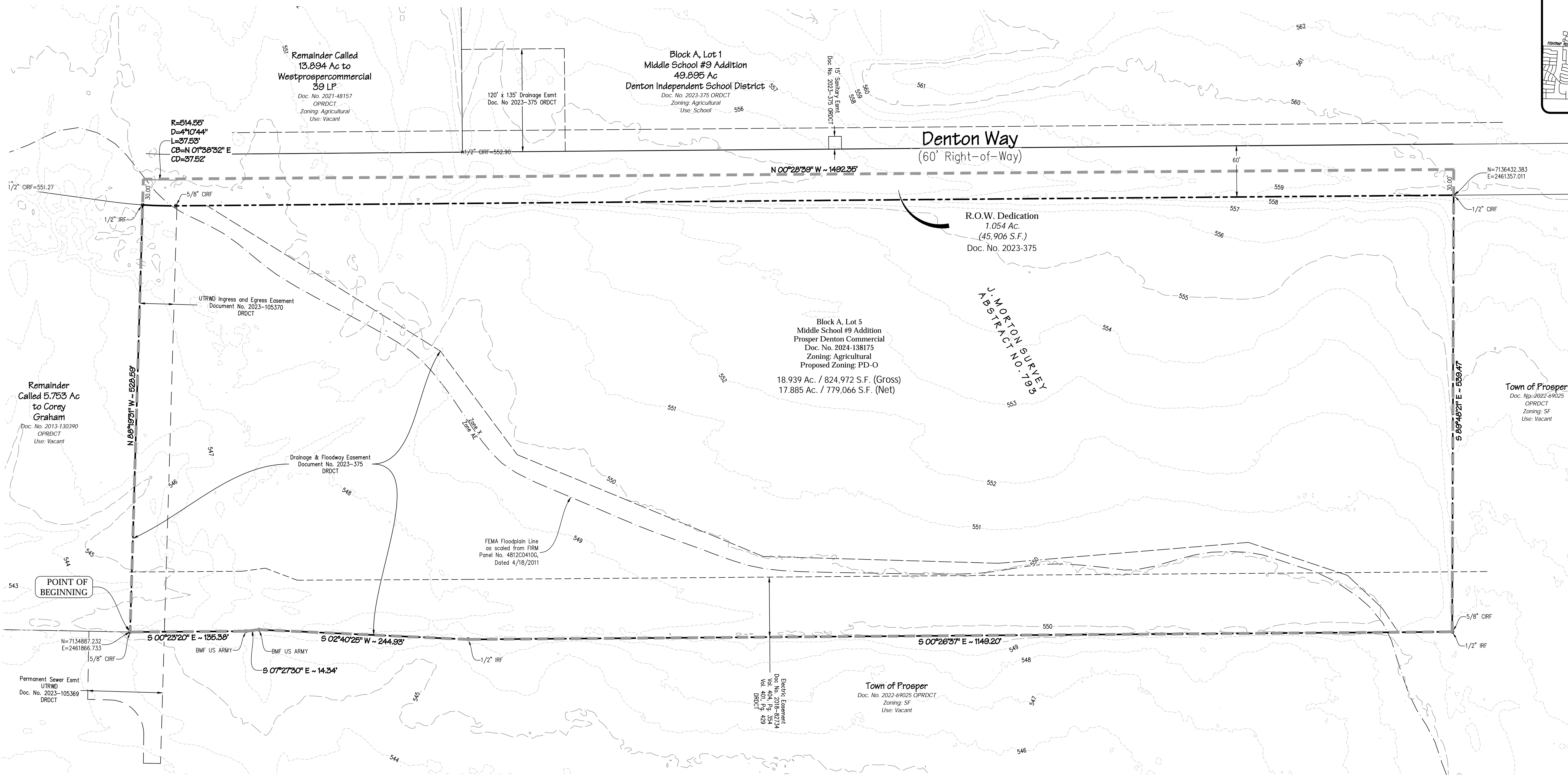
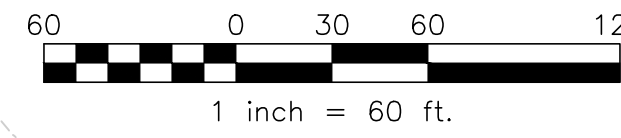
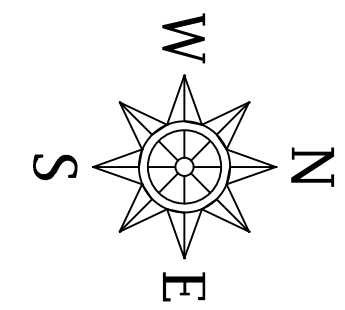
THENCE S 07°27'30" E, 14.34 feet to a Brass USACE Monument Found;

THENCE S 00°23'20" E, 135.38 feet to the POINT OF BEGINNING with the subject tract containing 824,972 square feet or 18.939 acres of land.





LOCATION MAP  
NTS



METES AND BOUNDS DESCRIPTION

BEING a tract of land situated in the J. Morton Survey, Abstract No. 793, Town of Prosper, Denton County, Texas, being all of Lot 5, Block A, Middle School #9 Addition, according to the plat recorded in Document Number 2023-375, Official Records, Denton County, Texas, (ORDCT), being all of a tract conveyed to Prosper Denton Commercial, LP, according to the deed recorded in Document Number 20204-138175, ORDCT, and also being a portion of Denton Way, a Called 60' Right-of-Way, according to the Plat recorded in Document Number 2023-375, with the subject tract being more particularly described as follows:

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THENCE around a non-tangent curve to the left having a central angle of 04°10'44", a radius of 514.55 feet, a chord of N 01°38'32" E - 37.52 feet, an arc length of 37.53 feet;

THENCE N 00°28'39" W, 1492.35 feet;

THENCE S 89°48'21" E, passing at 30.00 feet a 1/2" capped iron rod found for the northwest corner of said Lot 5, continuing on for a total distance of 539.47 feet to a 5/8" capped iron rod found for the northeast corner of the subject tract;

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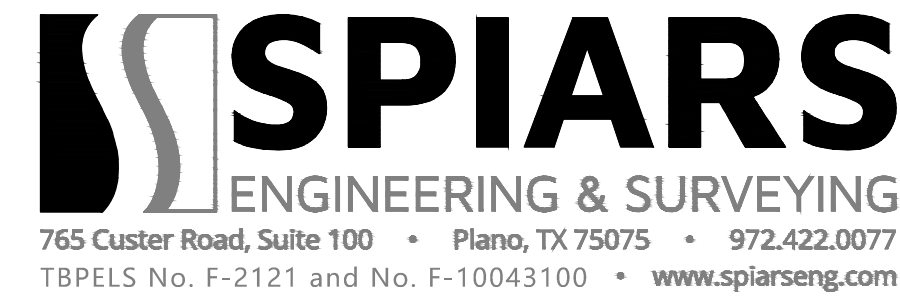
THENCE S 00°23'20" E, 135.38 feet to the POINT OF BEGINNING with the subject tract containing 824,972 square feet or 18.939 acres of land.

Note:  
FEMA Floodplain depicted on this exhibit reflects Flood Insurance Rate Map (FIRM) panel number 4812C0410G, dated 4/18/2011.

ENGINEER / SURVEYOR / APPLICANT  
Spiars Engineering, Inc.  
501 W President George Bush Hwy, Suite 200  
Richardson, TX 75023  
Telephone: (972) 422-0077  
TBPE No. F-2121  
Contact: Karis Smith

OWNER/DEVELOPER  
Prosper Denton Commercial  
1720 Lewis Crossing  
Keller, TX 76248  
Telephone: (210) 452-8025  
Contact: Phani Chennupati

ZONE 25-0007  
EXHIBIT A-2 (SURVEY)  
**DENTON WAY OFFICE PARK**  
BLOCK A, LOT 5  
18,939 ACRES OF LAND (GROSS)  
17,895 ACRES OF LAND (NET)  
IN THE J. MORTON SURVEY, ABSTRACT NO. 793  
TOWN OF PROSPER, DENTON COUNTY, TEXAS



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**ZONE-25-0007**  
**EXHIBIT B**  
**STATEMENT OF INTENT AND PURPOSE**  
**DENTON WAY OFFICE PARK**

1. Statement of Intent

A. Overall Intent

The purpose of this project is to develop an office park with a multi-sport recreation facility.

B. Description of Property

The subject property comprises approximately 18 acres of vacant land along the eastern side of Denton Way north of Fishtrap Road in Prosper, Texas. It is bounded by an undeveloped tract to the Town of Prosper on the north and east, and a vacant lot to the south. Pat Cheek Middle School is located to the west of the site across Denton Way.

C. Description of Proposed Property

The subject property as depicted in Exhibit "D" has been divided into two lots sized 8.140 and 9.745 acres. One lot contains an indoor sports complex with a building of approximately 30,000 square feet. The other lot contains 11 office buildings with area totaling approximately 62,100 square feet.

2. Current Zoning and Land Uses

A. Current Zoning

The subject property is zoned Agricultural.

B. Future Land Use Plan

The Future Land Use Plan designates the subject property as Medium Density Residential and Floodplain. The proposed uses presented include Medical Office and Sports Complex.

**Case # ZONE-25-0007  
-EXHIBIT C-  
Planned Development Standards**

**The proposed development will conform to the development standards of the Office District of the Town of Prosper's Zoning Ordinance, as it exists or may be amended, and Subdivision Ordinance, as it exists or may be amended, except as otherwise set forth in these Development Standards.**

1. Development Plans
  - a. Concept Plan: The tract shall be developed in general accordance with the attached concept plan, set forth in Exhibit D.
  - b. Elevations: The tract shall be developed in general accordance with the attached elevations, set forth in Exhibit F.
  - c. Open space to be provided in accordance with Town of Prosper Standards (7%). Connectivity to Town Hike and Bike Trails to be provided.
  
2. All uses permitted are listed below. All development to be compliant with Town Standards.
  - a. Use is permitted
    - Administrative/ Medical and Professional Office
    - Bank/ Saving and Loan/ Credit Union
    - Business Services
    - Indoor Sports Facility
    - Community Center
    - Fraternal Organization/ Lodge/ Civic Club/ Fraternity or Sorority
    - Governmental Office
    - Health/ Fitness Center
    - Home Builder Marketing Center
    - Insurance Office
    - Minor Dry Cleaning
    - Minor Print Shop
    - Museum/ Art Gallery
    - Park or Playground
    - Private or Parochial School
    - Private Recreational Center
    - Private Utility
    - Public Athletic Stadium or Field

- Public Schools
- Retail/ Service Incidental Use
- Telephone Exchange

b. Use is permitted with a Specific Use Permit

- Assisted Care/ Living Facility
- Child Care Center, Incidental
- Child Care Center, Licensed
- Restaurant – No Drive Thru
- Day Care Center (Adult)
- Private Athletic Stadium or Field
- Rehabilitation Care Institution

3. Development Standards

a. Regulations shall be in accordance with the Town of Prosper Zoning Ordinance for the office district as listed below:

i. Size of Yards:

1. Minimum Front Yard: 30 feet.

2. Minimum Side Yard:

a. Ten feet adjacent to any nonresidential district.

b. Twenty five feet for a one story building adjacent to any residential district. Forty feet for a two story building adjacent to any residential district

3. Minimum Rear Yard:

a. Ten feet adjacent to any nonresidential district.

b. Twenty-five feet for a one story building adjacent to any residential district. Forty feet for a two story building adjacent to any residential district

ii. Size of Lots:

1. Minimum Size of Lot Area: 7,000 square feet.

2. Minimum Lot Width: 70 feet.

3. Minimum Lot Depth: 100 feet.

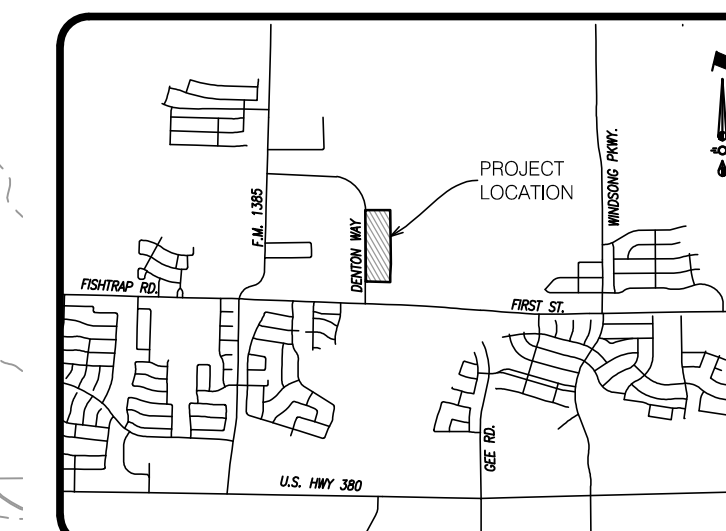
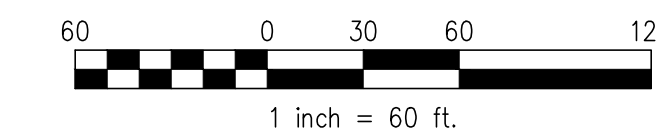
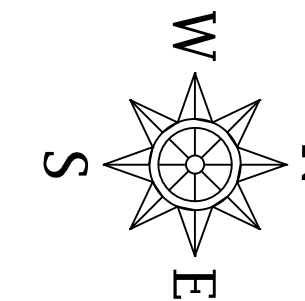
iii. Maximum Height: Two stories, no greater than 40 feet.

iv. Lot Coverage: 30 percent.

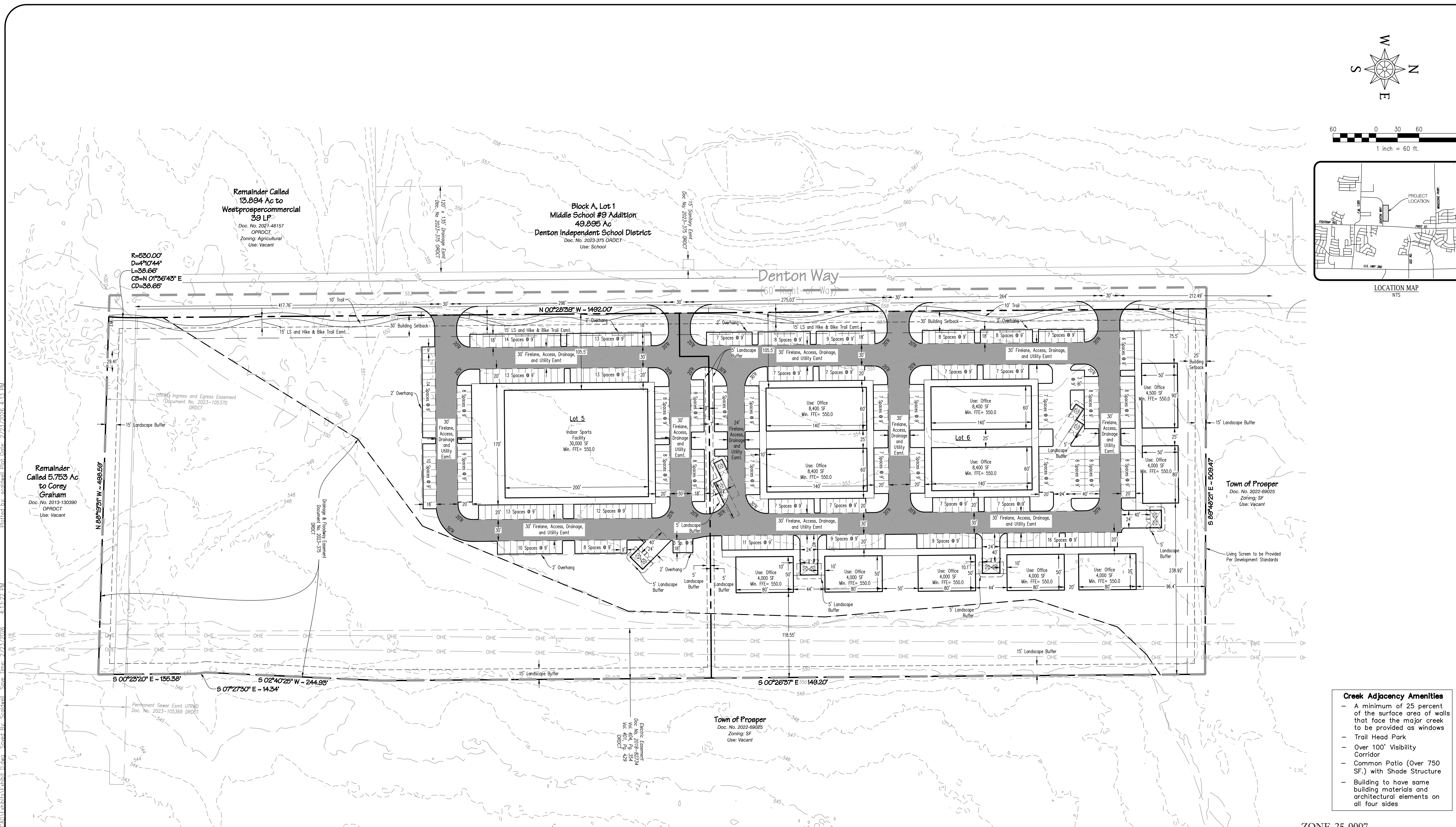
v. Floor Area Ratio: Maximum 0.5:1.

vi. Maximum Floor Area: 10,000 square feet; the maximum floor area may exceed 10,000 square feet only if the entire structure is in excess of 200 feet from a residential use or zone. (This regulation is not applied to property separated by a public street.)

- b. Architectural Standards
  - i. Architectural style and building material requirements to be provided in accordance with the Office District of the Town of Prosper's Zoning Ordinance, Chapter 4, Section 8.2, except as listed below:
    - 1. Permitted primary exterior materials shall constitute a minimum 85% of an elevation and are defined as clay fired brick, natural and manufactured stone, granite and marble. The indoor sports facility may include split-faced concrete masonry units, stucco (3-step application process), and/or concrete tilt-wall construction with decorative patterns. The maximum combined amount of these materials on an elevation is 40%.
    - 2. Secondary materials used on the façade of a building are those that comprise a total of fifteen percent or less of an elevation area. Permitted secondary materials are aluminum or other metal, cedar or similar quality decorative wood and stucco (3-step application process). Stucco is only permitted a minimum of nine feet above grade.
- 4. Properties adjacent to creeks are required to provide amenities listed in the Town Zoning Ordinance (Section 4.2.6). The following five amenities will be provided with this development:
  - a. A minimum 25 percent of the surface area of the walls that face the major creek shall be provided as windows.
  - b. Buildings will have the same building materials and architectural elements on all four sides.
  - c. Trail head park.
  - d. Over 100' visibility corridor.
  - e. Common patio (over 750 sq ft) with shade structure.
- 5. Screening Standards
  - a. The screening required along adjacent residential property shall be a living screen in lieu of a masonry wall. The evergreen trees shall be located interior to the property due to the overhead power lines and floodplain. Placement of the evergreen trees may be clustered as shown on the Landscape Exhibit, as long as there is appropriate coverage, as determined by the Director of Development Services.



LOCATION MAP  
NTS



- Creek Adjacency Amenities**
- A minimum of 25 percent of the surface area of walls that face the major creek to be provided as windows
  - Trail Head Park
  - Over 100' Visibility Corridor
  - Common Patio (Over 750 SF.) with Shade Structure
  - Building to have same building materials and architectural elements on all four sides

ZONE-25-0007  
EXHIBIT D

**DENTON WAY OFFICE PARK**  
IN THE TOWN OF PROSPER, DENTON COUNTY, TEXAS  
J. MORTON SURVEY ABSTRACT NO. 793  
824,982 Sq. Ft./18.939 Acres (GROSS)  
779,070 Sq. Ft./17.885 Acres (NET)

**ENGINEER / SURVEYOR / APPLICANT**  
Spiers Engineering, Inc.  
501 W President George Bush Hwy, Suite 200  
Richardson, TX 75023  
Telephone: (972) 422-0077  
TBPE No. F-2121  
Contact: Karis Smith

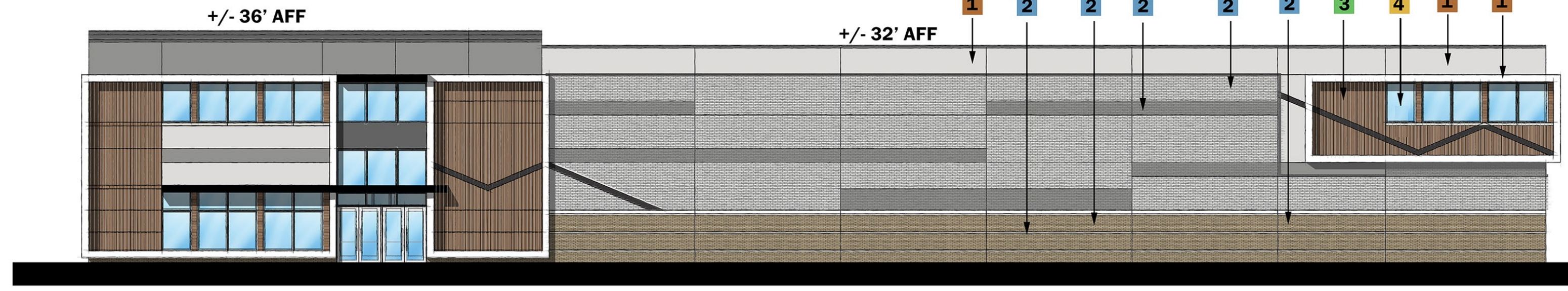
**OWNER/DEVELOPER**  
Prosper Denton Commercial  
1720 Lewis Crossing  
Keller, TX 76248  
Telephone: (214) 452-8025  
Contact: Phani Chennupati

LOT	PROPOSED USE	LOT AREA SF AC	BUILDING AREA (SF)	BUILDING HEIGHT (ft)	BUILDING HEIGHT (story)	COVERAGE (%)	FLOOR AREA RATIO	REQ. PARKING RATIO	PARKING REQUIRED	PARKING PROVIDED	HANDICAP PARKING	INTERIOR LANDSCAPE REQUIRED (SF)	INTERIOR LANDSCAPE PROVIDED (SF)	OPEN SPACE REQUIRED (SF)	OPEN SPACE PROVIDED (SF)
6	MEDICAL OFFICE	354,593 8.14	62,100	30	1	17.5%	0.175:1	1:250	248	261	7	3,915	15,595	24,822	53,921
5	INDOOR SPORTS FACILITY	424,473 9.75	30,000	36	1	7.1%	0.071:1	1 per 3 Guests	171	171	5	2,565	5,987	29,713	59,313

Note:  
1. The conceptual layout provided reflects the general intent; however, the final layout will be determined during the Preliminary Site Plan stage and must comply with all Town requirements. This includes, but is not limited to, adherence to all Fire Code regulations, Engineering Design Standards concerning driveway spacing, throat depth, and turn lane requirements, and the Town's standard landscaping requirements, unless specified otherwise in Exhibit C (Planned Development Standards). Additionally, all development standards outlined in the Town Zoning Ordinance, unless otherwise defined in Exhibit C, must be followed as well as compliance with all applicable local, state and federal regulations, particularly those concerning floodplains and waters of the U.S. The approval of the layout depicted in Exhibit D does not confer any vested rights in this zoning case.  
2. All buildings are protected by an approved automatic fire sprinkler system.

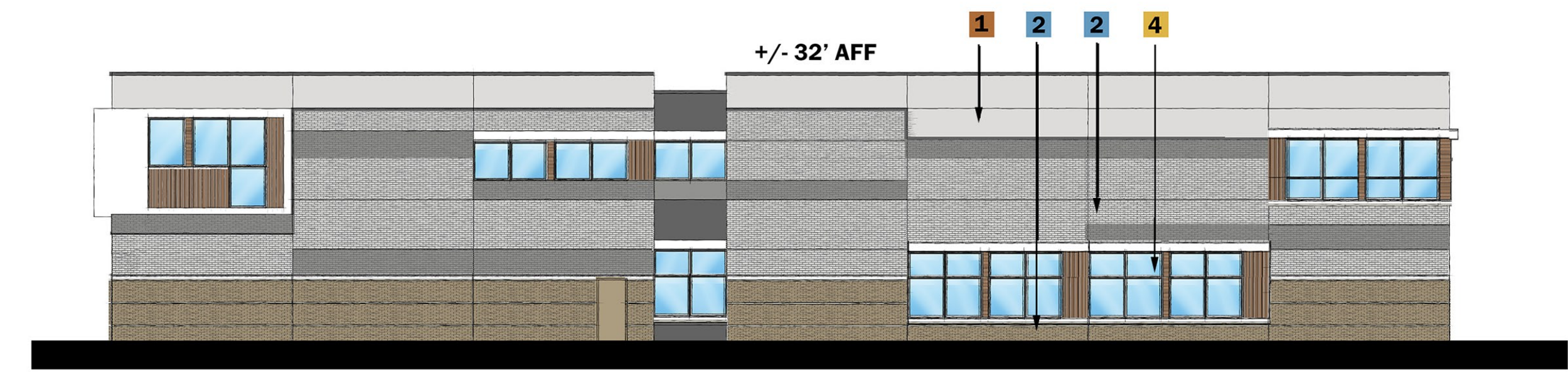
**ZONE-25-0007**  
**EXHIBIT E**  
**DEVELOPMENT SCHEDULE**  
**DENTON WAY OFFICE PARK**

The phasing and development of this project is dependent upon both market conditions and the individual developers' timing. The anticipated schedule for the buildout will likely include a division of developmental increments. Upon commencement of development, the project construction is expected to require between 12 – 24 months.

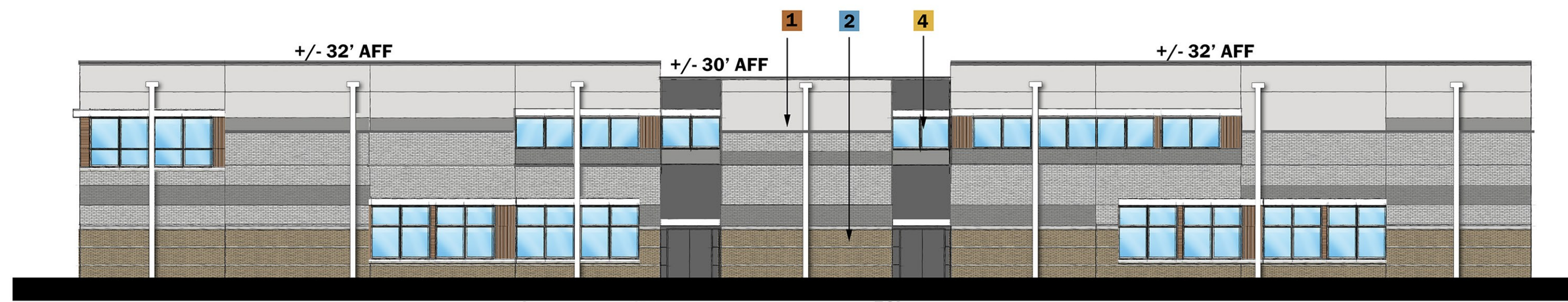


**05 WEST ELEVATION**

NOTE: ALL ELEVATIONS ARE FOR CONCEPTUAL PURPOSES AND TO CONVEY GENERAL ARCHITECTURAL CHARACTER OF THE BUILDING. ELEVATIONS MAY VARY WITH REGARDS TO OPENING TYPE AND PLACEMENT, BUILDING HEIGHT, MATERIAL PLACEMENT, COLORS, ETC. FINAL ELEVATIONS WILL REMAIN IN SIMILAR ARCHITECTURAL CHARACTER. HEIGHTS QND MATERIALS NOTED ON ELEVATIONS ARE FOR ESTIMATING PURPOSES AND MY VARY DURING DESIGN DEVELOPMENT



**06 SOUTH ELEVATION**



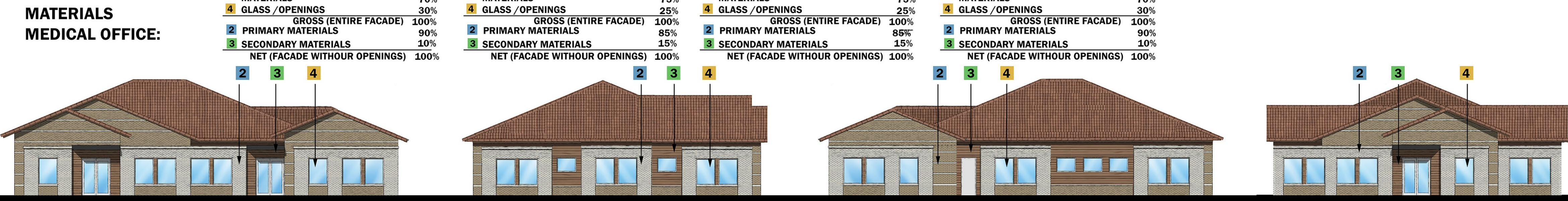
**07 EAST ELEVATION**



**08 NORTH ELEVATION**

SOUTH ELEVATION:		EAST ELEVATION:		NORTH ELEVATION:		WEST ELEVATION:	
MATERIALS	70%	MATERIALS	75%	MATERIALS	75%	MATERIALS	70%
4 GLASS / OPENINGS	30%	4 GLASS / OPENINGS	25%	4 GLASS / OPENINGS	25%	4 GLASS / OPENINGS	30%
GROSS (ENTIRE FACADE)	100%	GROSS (ENTIRE FACADE)	100%	GROSS (ENTIRE FACADE)	100%	GROSS (ENTIRE FACADE)	100%
2 PRIMARY MATERIALS	90%	2 PRIMARY MATERIALS	85%	2 PRIMARY MATERIALS	85%	2 PRIMARY MATERIALS	90%
3 SECONDARY MATERIALS	10%	3 SECONDARY MATERIALS	15%	3 SECONDARY MATERIALS	15%	3 SECONDARY MATERIALS	10%
NET (FACADE WITHOUR OPENINGS)	100%	NET (FACADE WITHOUR OPENINGS)	100%	NET (FACADE WITHOUR OPENINGS)	100%	NET (FACADE WITHOUR OPENINGS)	100%

NOTE: MATERIAL CALCULATIONS ARE TO ESTIMATE EAVE HEIGHT AND DO NOT INCLUDE ROOFING



**01 WEST ELEVATION**

**02 NORTH ELEVATION**

**03 EAST ELEVATION**

**04 SOUTH ELEVATION**

**MATERIAL LEGEND:**  
 PRIMARY MATERIAL 85% MIN. → 2 - MASONRY: BRICK, STONE  
 SECONDARY MATERIAL 15% MAX. → 3 - ARCHITECTURAL MATERIAL: STUCCO, METAL PANEL, SIMULATED WOOD  
 4 - OPENING: DOORS, WINDOWS, STOREFRONT

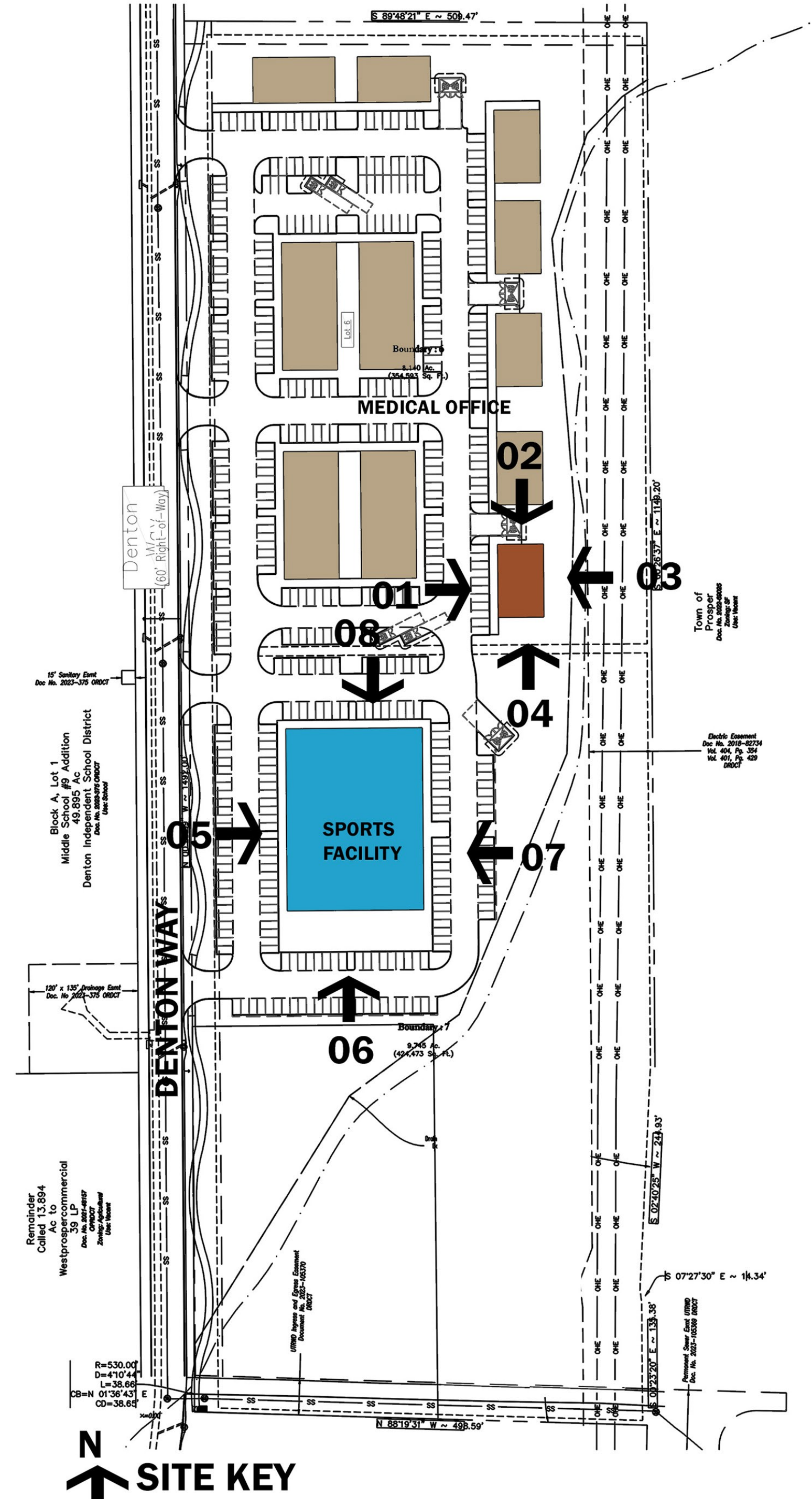
**MATERIALS SPORTS FACILITY:**  
 REFERENCE BELOW "MATERIALS LEGEND" FOR MATERIAL DESCRIPTION  
 TYPE 1 AND TYPE 2 MATERIALS AS NOTED IN MATERIAL LEGEND BELOW

WEST ELEVATION:		EAST ELEVATION:	
MATERIALS	90%	MATERIALS	75%
4 GLASS / OPENINGS	10%	4 GLASS / OPENINGS	25%
GROSS (ENTIRE FACADE)	100%	GROSS (ENTIRE FACADE)	100%
1 2 PRIMARY MATERIALS	85% 40% TYPE 1 45% TYPE 2	1 2 PRIMARY MATERIALS	90% 40% TYPE 1 50% TYPE 2
3 SECONDARY MATERIALS	15%	3 SECONDARY MATERIALS	10%
NET (FACADE WITHOUR OPENINGS)	100%	NET (FACADE WITHOUR OPENINGS)	100%

SOUTH ELEVATION:		NORTH ELEVATION:	
MATERIALS	75%	MATERIALS	90%
4 GLASS / OPENINGS	25%	4 GLASS / OPENINGS	10%
GROSS (ENTIRE FACADE)	100%	GROSS (ENTIRE FACADE)	100%
1 2 PRIMARY MATERIALS	90% 40% TYPE 1 45% TYPE 2	1 2 PRIMARY MATERIALS	85% 40% TYPE 1 45% TYPE 2
3 SECONDARY MATERIALS	10%	3 SECONDARY MATERIALS	15%
NET (FACADE WITHOUR OPENINGS)	100%	NET (FACADE WITHOUR OPENINGS)	100%

**MATERIAL LEGEND:**  
 1 - TEXTURE PAINT: CONCRETE TILTWALL (40% MAX), CMU (SPORTS FACILITY ONLY)  
 2 - MASONRY: BRICK, STONE  
 3 - ARCHITECTURAL MATERIAL: STUCCO, METAL PANEL, SIMULATED WOOD  
 4 - OPENINGS: DOORS, WINDOWS, STOREFRONT



**TOWN CASE NO. ZONE-25-0007**  
**EXHIBIT F**  
**DENTON WAY OFFICE PARK**  
 IN THE TOWN OF PROSPER, DENTON COUNTY, TEXAS  
 J. MORTON SURVEY ABSTRACT NO. 793  
 779,070 Sq. Ft./17.885 Acres

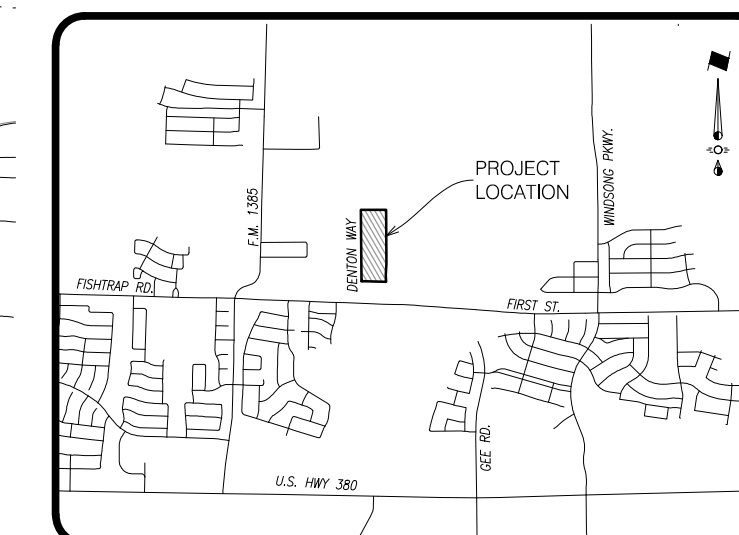
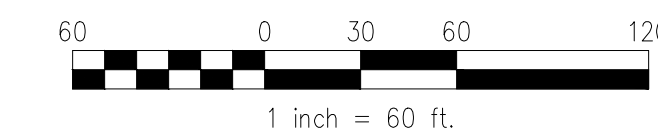
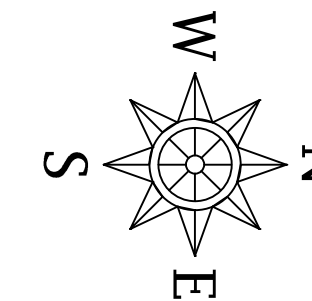
**ENGINEER / SURVEYOR / APPLICANT:**  
 Spars Engineering, Inc.  
 501 W President George Bush Hwy, Suite 200  
 Richardson, TX 75243  
 Telephone: (972) 422-0077  
 TBPE No. F-2121  
 Contact: Karis Smith

**ARCHITECT:**  
 Hodges Architecture  
 13642 Omega Rd  
 Dallas, TX 75244  
 Telephone: (972) 387-1000  
 Contact: Trey Swindle

**OWNER / DEVELOPER:**  
 Prosper Denton Commercial  
 1720 Lewis Crossing  
 Keller, TX 76248  
 Telephone: (210) 452-8025  
 Contact: Phani Chennupati



**DENTON WAY OFFICE PARK**  
**CONCEPT ELEVATION**



LOCATION MAP  
NTS

Remainder Called  
13.894 Ac to  
Westprosperscommercial  
39 LP  
Doc. No. 2021-48157  
OPRDCI  
Zoning: Agricultural  
Use: Vacant

Block A, Lot 1  
Middle School #9 Addition  
49.895 Ac  
Denton Independent School District  
Doc. No. 2023-375 ORDCI  
Use: School

R=530.00'  
D=4°10'44"  
L=38.66'  
CB=N 01°36'43" E  
CD=38.65'

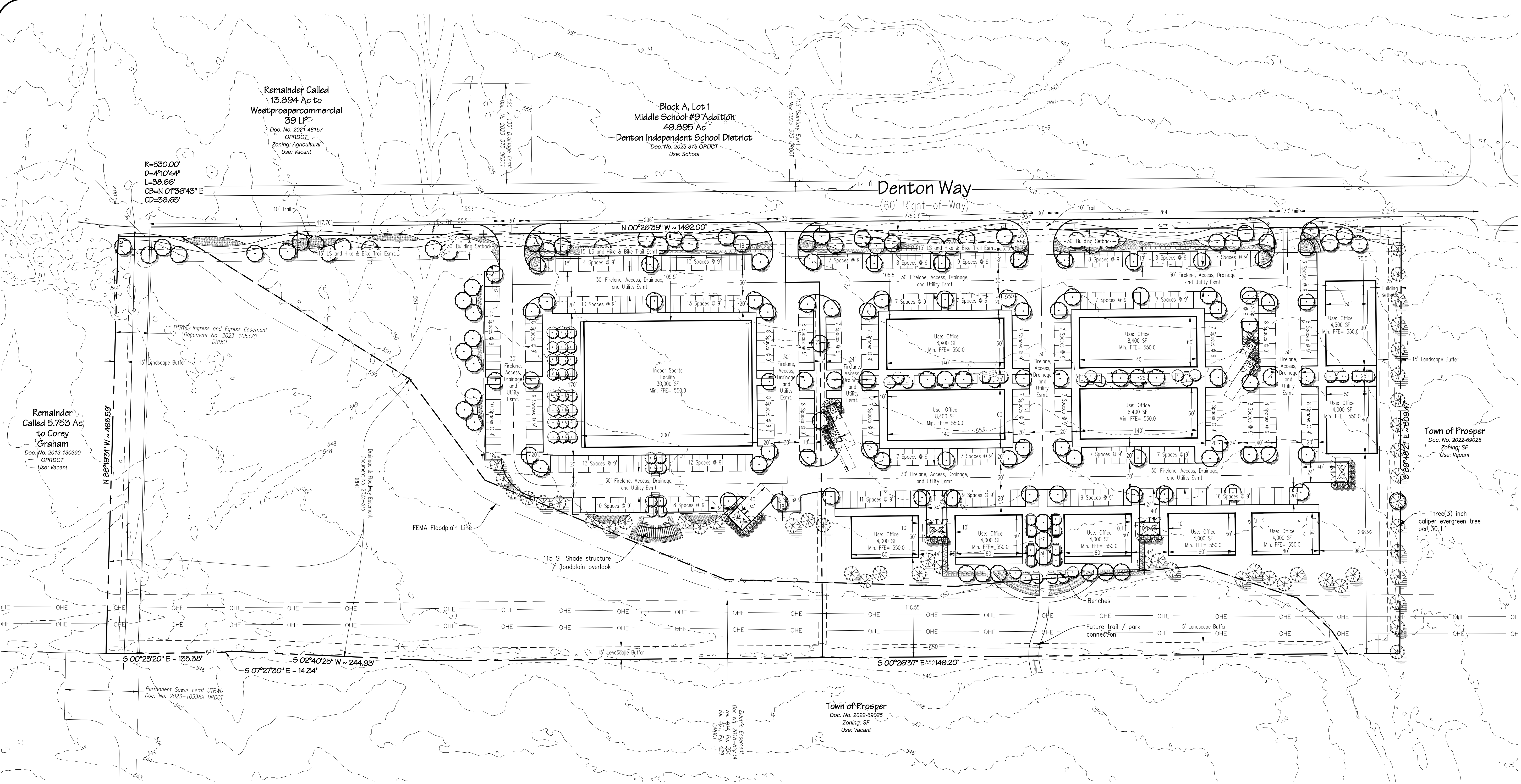
Denton Way  
(60' Right-of-Way)

Remainder  
Called 5.753 Ac  
to Corey  
Graham  
Doc. No. 2013-130390  
OPRDCI  
Use: Vacant

Town of Prosper  
Doc. No. 2022-69025  
Zoning: SF  
Use: Vacant

Town of Prosper  
Doc. No. 2022-69025  
Zoning: SF  
Use: Vacant

Drawn: C:\2024\_08\24-f61\_DSD Denton Way\LANDSCAPE\CAD\Exhibit C.dwg. Saved By: Tonetauaur. Save Time: 2/24/2026 9:24:13 AM. Plotted by: Tonetauaur. Plot Date: 2/24/2026 9:25: AM



Perimeter and interior landscaping shall comply with Zoning Ordinance Requirements.

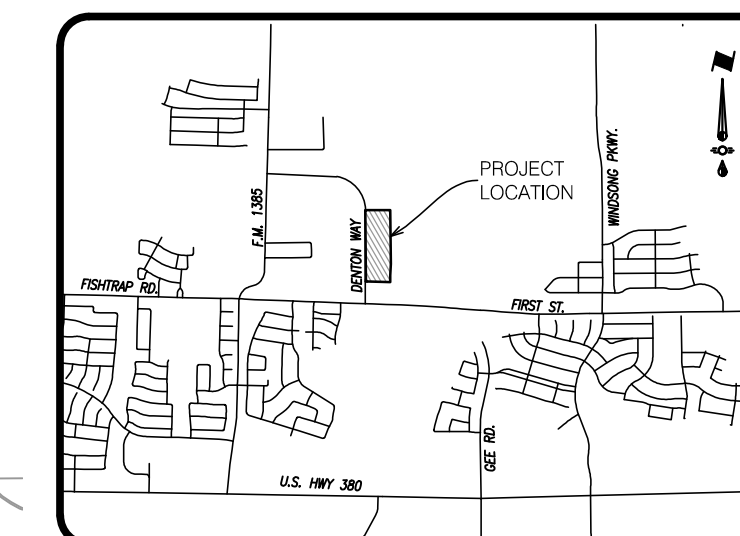
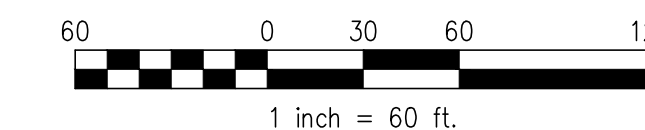
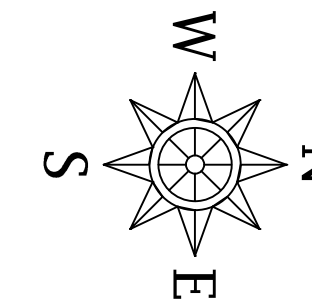
KEY	TYPE	COMMON NAME	SIZE
	LARGE TREES	Bald Cypress Cedar Elm Live Oak Shumard Oak	3" cal.
	EVERGREEN TREES	Southern Magnolia Southern Live Oak Arizona Cypress Leyland Cypress	3" cal.
	SMALL TREES	Crepe Myrtle (tree form) Desert Willow Redbud Vitex Wax Myrtle	6' ht.
	SHRUBS	Compact Nandina Crimson Pygmy Barberry Dwarf Burford Holly Dwarf Glossy Abelia Dwarf Yaupon Holly Glossy Abelia Indian Hawthorn Red Yucca Texas Sage	3-5 gal.

Note: All proposed planting to be watered by a fully automatic underground irrigation system with rain and freeze sensor.  
All proposed planting is from the Town of Prosper's drought tolerant and/or native plants lists and all plant material to meet the requirements of the Town of Prosper.



**ZONE-25-0007  
EXHIBIT G**  
**DENTON WAY OFFICE PARK**  
IN THE TOWN OF PROSPER, DENTON COUNTY, TEXAS  
J. MORTON SURVEY ABSTRACT NO. 793  
779,070 Sq. Ft./17.885 Acres

<b>LANDSCAPE ARCHITECT</b> Spiars Engineering, Inc. 765 Custer Road, Suite 100 Plano, TX 75075 Telephone: (972) 422-0077 TBAE No. 2986 Contact: Anthony Stewart, RLA	<b>ENGINEER / SURVEYOR / APPLICANT</b> Spiars Engineering, Inc. 501 W President George Bush Hwy, Suite 200 Richardson, TX 75023 Telephone: (972) 422-0077 TBPE No. F-2121 Contact: Karis Smith	<b>OWNER/DEVELOPER</b> Prosper Denton Commercial 1720 Lewis Crossing Keller, TX 76248 Telephone: (210) 452-8025 Contact: Phani Chennupati
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Remainder Called  
13.894 Ac to  
Westprosercommercial  
39 LP

Doc. No. 2021-48157  
OPROCT  
Zoning: Agricultural  
Use: Vacant

Block A, Lot 1  
Middle School #9 Addition  
49.895 Ac  
Denton Independent School District

Doc. No. 2023-375 OROCT  
Use: School

Denton Way  
(60' Right-of-Way)

R=550.00'  
D=4107.44"  
L=39.66'  
CB=N 01°36'43" E  
CD=39.66'

15' Landscape Buffer  
Doc. No. 2023-375 OROCT

15' Sanitary Easement  
Doc. No. 2023-375 OROCT

UTRWD Ingress and Egress Easement  
Document No. 2023-105370  
OROCT

15' Landscape Buffer

Remainder  
Called 5.753 Ac to  
Corey  
Graham

Doc. No. 2013-130390  
OPROCT  
Use: Vacant

N 88°19'21" W ~ 488.59'

Drainage & Retention Easement  
Document No. 2023-375  
OROCT

Town of Prosper  
Doc. No. 2022-69025  
Zoning: SF  
Use: Vacant

S 89°49'21" E ~ 509.47'

Lot 5  
Indoor Sports  
Facility  
30,000 SF  
Min. FFE= 550.0

Use: Office  
8,400 SF  
Min. FFE= 550.0

Use: Office  
8,400 SF  
Min. FFE= 550.0

Use: Office  
4,000 SF  
Min. FFE= 550.0

Use: Office  
8,400 SF  
Min. FFE= 550.0

Use: Office  
8,400 SF  
Min. FFE= 550.0

Use: Office  
4,000 SF  
Min. FFE= 550.0

Use: Office  
4,000 SF  
Min. FFE= 550.0

Use: Office  
4,000 SF  
Min. FFE= 550.0

Use: Office  
4,000 SF  
Min. FFE= 550.0

Use: Office  
4,000 SF  
Min. FFE= 550.0

Use: Office  
4,000 SF  
Min. FFE= 550.0

S 00°22'20" E ~ 136.38'

S 02°40'25" W ~ 244.95'

S 07°27'30" E ~ 14.34'

S 00°26'37" E ~ 1149.20'

Permanent Sewer Easement UTRWD  
Doc. No. 2023-105369 OROCT

Drainage Easement  
Doc. No. 2018-02724  
Vol. 401, Pp. 429  
OROCT

Town of Prosper  
Doc. No. 2022-69025  
Zoning: SF  
Use: Vacant

LEGEND

- INTERIOR LANDSCAPE AREA PROVIDED
- OPEN SPACE PROVIDED

SITE DATA SUMMARY TABLE

LOT	PROPOSED USE	LOT AREA		BUILDING AREA (SF)	INTERIOR LANDSCAPE REQUIRED (SF)	INTERIOR LANDSCAPE PROVIDED (SF)	OPEN SPACE REQUIRED (SF)	OPEN SPACE PROVIDED (SF)
		SF	AC					
6	MEDICAL OFFICE	354,593	8.14	62,100	3,915	15,595	24,822	53,921
5	COMMERCIAL AMUSEMENT, INDOOR (SPORTS FACILITY)	424,473	9.75	30,000	2,565	5,987	29,713	59,313

Note:  
The conceptual layout provided reflects the general intent; however, the final layout will be determined during the Preliminary Site Plan stage and must comply with all Town requirements. This includes, but is not limited to, adherence to all Fire Code regulations, Engineering Design Standards concerning driveway spacing, throat depth, and turn lane requirements, and the Town's standard landscaping requirements, unless specified otherwise in Exhibit C (planned Development Standards). Additionally, all development standards outlined in the Town Zoning Ordinance, unless otherwise defined in Exhibit C, must be followed as well as compliance with all applicable local, state and federal regulations, particularly those concerning floodplain's and waters of the U.S. The approval of the layout depicted in exhibit D does not confer any vested rights in this zoning case.

ZONE-25-0007  
OPEN SPACE PLAN  
**DENTON WAY OFFICE PARK**  
IN THE TOWN OF PROSPER, DENTON COUNTY, TEXAS  
J. MORTON SURVEY ABSTRACT NO. 793  
779,070 Sq. Ft./17.885 Acres

ENGINEER / SURVEYOR / APPLICANT  
Spiers Engineering, Inc.  
501 W President George Bush Hwy, Suite 200  
Richardson, TX 75023  
Telephone: (972) 422-0077  
TBPE No. F-2121  
Contact: Koris Smith

OWNER/DEVELOPER  
Prosper Denton Commercial  
1720 Lewis Crossing  
Keller, TX 76248  
Telephone: (210) 452-8025  
Contact: Phani Chennupati

## DENTON WAY OFFICE PARK DEVELOPMENT AGREEMENT

**THIS DENTON WAY OFFICE PARK DEVELOPMENT AGREEMENT** (“Agreement”) is entered into by and between the Town of Prosper, Texas (“Town”), and Prosper Denton Commercial LP (“Developer”), 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**, Developer is developing a project in the Town known as Denton Way Office Park (“Property”), a legal description of which Property is attached hereto as Exhibit A and incorporated by reference; and

**WHEREAS**, the Property was rezoned by the Town Council on or about \_\_\_\_\_, 2026, 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 Developer’s reasonable investment-backed expectations in said 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.** For any structure built on the Property following the Effective Date, it shall comply with the requirements contained in Exhibit B, “Building Materials,” 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 Developer 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 Developers of the Property, regardless of whether this Agreement is expressly referenced therein.

### **3. Maintenance of Landscape Areas.**

A. Developer agrees to maintain all Landscape Areas (including all vegetation) on the Property, as referenced and/or depicted in the applicable zoning ordinance, as amended, free of weeds, tall grass, rubbish, brush and other objectionable, unsightly or unsanitary matter, as defined in Article 6.03 of Chapter 6 of the Town's Code of Ordinances, as amended. Further, Developer agrees that landscape maintenance obligations referenced herein include mulching of Landscape Areas, prompt replacement of dead or dying vegetation with new vegetation, mowing of Landscape Areas, where required, and other routine and regular maintenance of plants and other vegetation.

B. In the event that any Landscape Area or plants or vegetation is/are not properly maintained in accordance with this Agreement, the Town may give written notice to Developer of such failure to maintain and Developer shall promptly address such failure, taking into account the type(s) and species of such plants and vegetation and applicable planting cycles of same. After such notice, and Developer's failure to address same, Developer agrees and acknowledges that the Town shall have the right to go onto Developer's property and replace, replant or otherwise address such failure to maintain any Landscape Area or plants or vegetation, with an invoice of costs incurred by the Town being promptly provided by the Town to Developer. In the event Developer does not pay such invoice within thirty (30) days of receipt by Developer, the Town may file a lien on the Property for the costs it incurred for the work done, including a reasonable administrative fee. Any failure to maintain any Landscape Area, plants or vegetation shall not be considered a default in accordance with Paragraph 7 of this Agreement, and any obligations referenced in said Paragraph shall not be applicable to this Paragraph 2.

C. Notwithstanding any provision in this Paragraph to the contrary, the Town specifically reserves the right to take enforcement action and/or file a complaint against Developer in the Town's municipal court (or other appropriate forum) relative to weeds, tall grass, rubbish, brush and other objectionable, unsightly or unsanitary matter on the Property, in accordance with Article 6.03 of Chapter 6 of the Town's Code of Ordinances, as amended.

**4. Periodic Review of the Property's Zoning by the Town Council.** The Town Council reserves the right to periodically review the progress and/or scope of development of the Property pursuant to the terms of any zoning regulations applicable to the Property, and in the event any amendment(s) or revision(s) to said zoning regulations are deemed reasonably appropriate and have the written approval of the Developer, the Town may provide appropriate notices for Town consideration of same, pursuant to the provisions of Chapter 211 of the Texas Local Government Code, as amended, and the Town's Zoning Ordinance, as amended.

**5. Certain Business Establishments Prohibited.** Developer agrees and acknowledges that it will not lease, sell or otherwise permit or authorize on the Property any of the following business establishments: (1) credit access businesses, as defined in Texas Finance Code § 393.601, as amended, including but not limited to payday lending businesses, “cash for title” lenders, and credit services businesses, as defined in Texas Finance Code § 393.001, as amended); (2) body art facilities; (3) smoke or vape shops; (4) any business entity that sells drug paraphernalia; (5) any business establishment offering gaming or slot machines; (6) sex shops, including but not limited to business entities whose primary purpose is the sale of lewd merchandise; (7) pawn shops; and (8) business entities which primarily utilize outdoor storage or displays. Additionally, Developer agrees and acknowledges that it will not lease, sell or otherwise permit or authorize on the Property a package liquor store, which for purposes of this Agreement is defined as any business entity that is required to obtain a Package Store Permit (P) from the Texas Alcoholic Beverage Commission for the off-premises consumption of alcohol.

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

**7. 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

**8. Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Collin County, Texas. Exclusive venue for any action arising under this Agreement shall lie in Collin County, Texas.

**9. 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  
                                   Prosper, Texas 75078  
                                   Attention: Town Manager

If to Developer:       Prosper Denton Commercial LP  
                                   c/o Phani Chennupati  
                                   1720 Lewis Crossing Drive  
                                   Keller, TX 76248-8754

**10. 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).

**11. 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.

**12. 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.

**13. 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.

**14. 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. Developer warrants and represents that the individual executing this Agreement on behalf of Developer has full authority to execute this Agreement and bind Developer to the same. The Town Council hereby authorizes the Town Manager of the Town to execute this Agreement on behalf of the Town.

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

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

**17. Notification of Sale or Transfer; Assignment of Agreement.** Developer shall notify the Town in writing of any sale or transfer of all or any portion of the Property, within ten (10) business days of such sale or transfer. Developer has the right (from time to time without the consent of the Town, but upon written notice to the Town) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Developer under this Agreement, to any person or entity (an "Assignee") that is or will become a Developer of any portion of the Property or that is an entity that is controlled by or under common control with Developer. Each assignment shall be in writing executed by Developer and the Assignee and shall obligate the Assignee to be bound by this Agreement. A copy of each assignment shall be provided to the Town within ten (10) business days after execution. Provided that the successor Developer assumes the liabilities, responsibilities, and obligations of the assignor under this Agreement, the assigning party will be released from any rights and obligations under this Agreement as to the Property that is the subject of such assignment, effective upon receipt of the assignment by the Town. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment. Developer shall maintain true and correct copies of all assignments made by Developer to Assignees, including a copy of each executed assignment and the Assignee's Notice information.

**18. 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.

**19. 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.

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

**21. 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.

**22. 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, Assignee and successor Developer of all or any part of the Property; however, the failure to provide such copies shall not affect the validity of any amendment.

**23. 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.

**24. Waiver of Texas Government Code § 3000.001 et seq.** With respect to any and all Structures to be constructed on the Property pursuant to this Agreement, Developer hereby waives any right, requirement or enforcement of Texas Government Code §§ 3000.001-3000.005, as amended.

**25. Third-Party Beneficiaries.** Nothing in this Agreement shall be construed to create any right in any Third-Party not a signatory to this Agreement, and the Parties do not intend to create any third-party beneficiaries by entering into this Agreement.

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

**27. Exactions/Infrastructure Costs.** Developer has been represented by legal counsel in the negotiation of this Agreement and been advised or has had the

opportunity to have legal counsel review this Agreement and advise Developer, regarding Developer's rights under Texas and federal law. Developer hereby waives any requirement that the Town retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas Occupations Code, to review and determine that the exactions required by the Town are roughly proportional or roughly proportionate to the proposed development's anticipated impact. Developer specifically reserves its right to appeal the apportionment of municipal infrastructure costs in accordance with § 212.904 of the Texas Local Government Code; however, notwithstanding the foregoing, Developer hereby 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.

**(REMINDER OF PAGE INTENTIONALLY LEFT BLANK)**

**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, Town of Prosper

**STATE OF TEXAS            )**

)

**COUNTY OF COLLIN        )**

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2026, 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:

\_\_\_\_\_

**DEVELOPER:**

**Prosper Denton Commercial, LP**

By: \_\_\_\_\_  
Name: Phani Chennupati

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

**STATE OF TEXAS            )**  
**)**  
**COUNTY OF \_\_\_\_\_ )**

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 2026, by Phani Chennupati on behalf of Prosper Denton Commercial, LP, 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 Developer.

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

**ZONE-25-0007  
EXHIBIT A-1  
METES AND BOUNDS DESCRIPTION**

**BEING** a tract of land situated in the J. Morton Survey, Abstract No. 793, Town of Prosper, Denton County, Texas, being all of Lot 5, Block A, Middle School #9 Addition, according to the plat recorded in Document Number 2023-375, Official Records, Denton County, Texas, (ORDCT), being all of a tract conveyed to Prosper Denton Commercia, LP, according to the deed recorded in Document Number 20204-138175, ORDCT, and also being a portion of Denton Way, a Called 60' Right-of-Way, according to the Plat recorded in Document Number 2023-375, with the subject tract being more particularly described as follows:

**BEGINNING** at a 5/8 inch capped iron rod found for the southeast corner of said Lot 5, and also being the north east corner of the remainder of a tract conveyed to Corey Graham, according to the deed recorded in Document Number 2013-130390, ORDCT, and also being in the west line of a tract conveyed to Town of Prosper, according to the deed recorded in Document Number 2022-69025. ORDCT;

THENCE N 88°19'31" W, passing at 498.59 feet a 1/2" iron rod found on the east line of Denton Way, a 60' right-of-way, and also being the southwest corner of said Lot 5, continuing on for a total distance of 528.59 feet;

THENCE around a non-tangent curve to the left having a central angle of 04°10'44", a radius of 514.55 feet, a chord of N 01°38'32" E - 37.52 feet, an arc length of 37.53 feet;

THENCE N 00°28'39" W, 1492.35 feet;

THENCE S 89°48'21" E, passing at 30.00 feet a 1/2" capped iron rod found for the northwest corner of said Lot 5, continuing for a total distance of 539.47 feet to a 5/8" capped iron rod found for the northeast corner of the subject tract;

THENCE S 00°26'37" E, 1149.20 feet to a 1/2" iron rod found;

THENCE S 02°40'25" W, 244.93 feet to a Brass USACE Monument Found;

THENCE S 07°27'30" E, 14.34 feet to a Brass USACE Monument Found;

THENCE S 00°23'20" E, 135.38 feet to the POINT OF BEGINNING with the subject tract containing 824,972 square feet or 18.939 acres of land.



August 5, 2025



**ZONE-25-0007**  
**EXHIBIT B**  
**STATEMENT OF INTENT AND PURPOSE**  
**DENTON WAY OFFICE PARK**

**EXTERIOR APPEARANCE OF BUILDINGS:**

A. Architectural Standards (as shown in Exhibit F)

1. Architectural style and building material requirements to be provided in accordance with the Office District of the Town of Prosper's Zoning Ordinance, Chapter 4, Section 8.2, except as listed below:
  - a. Permitted primary exterior materials shall constitute a minimum 85% of an elevation and are defined as clay fired brick, natural and manufactured stone, granite and marble. Commercial Amusement (indoor) uses, such as a sports complex, may include split-faced concrete masonry units, stucco (3-step application process), and/or concrete tilt-wall construction with decorative patterns. The maximum combined amount of these materials on an elevation is 40%.
  - b. Secondary materials used on the façade of a building are those that comprise a total of fifteen percent or less of an elevation area. Permitted secondary materials are aluminum or other metal, cedar or similar quality decorative wood and stucco (3-step application process). Stucco is only permitted a minimum of nine feet above grade.

**MATERIALS SPORTS FACILITY:**

REFERENCE BELOW "MATERIALS LEGEND" FOR MATERIAL DESCRIPTION  
 TYPE 1 AND TYPE 2 MATERIALS AS NOTED IN MATERIAL LEGEND BELOW

**WEST ELEVATION:**

MATERIALS	90%
4 GLASS / OPENINGS	10%
GROSS (ENTIRE FACADE)	100%
1 2 PRIMARY MATERIALS	85% 40% TYPE 1 45% TYPE 2
3 SECONDARY MATERIALS	15%
NET (FACADE WITHOUR OPENINGS)	100%

**EAST ELEVATION**

MATERIALS	75%
4 GLASS / OPENINGS	25%
GROSS (ENTIRE FACADE)	100%
1 2 PRIMARY MATERIALS	90% 40% TYPE 1 50% TYPE 2
3 SECONDARY MATERIALS	10%
NET (FACADE WITHOUR OPENINGS)	100%

**SOUTH ELEVATION:**

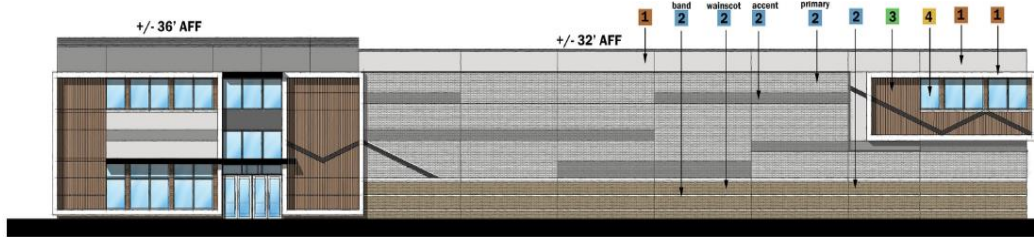
MATERIALS	75%
4 GLASS / OPENINGS	25%
GROSS (ENTIRE FACADE)	100%
1 2 PRIMARY MATERIALS	90% 40% TYPE 1 50% TYPE 2
3 SECONDARY MATERIALS	10%
NET (FACADE WITHOUR OPENINGS)	100%

**NORTH ELEVATION:**

MATERIALS	90%
4 GLASS / OPENINGS	10%
GROSS (ENTIRE FACADE)	100%
1 2 PRIMARY MATERIALS	85% 40% TYPE 1 45% TYPE 2
3 SECONDARY MATERIALS	15%
NET (FACADE WITHOUR OPENINGS)	100%

**MATERIAL LEGEND:**

- 1 - TEXTURE PAINT: CONCRETE TILTWALL (40% MAX), CMU (SPORTS FACILITY ONLY)
  - 2 - MASONRY: BRICK, STONE
  - 3 - ARCHITECTURAL MATERIAL: STUCCO, METAL PANEL, SIMULATED WOOD
  - 4 - OPENINGS: DOORS, WINDOWS, STOREFRONT
- PRIMARY MATERIAL 85% MIN. →
- SECONDARY MATERIAL 15% MAX. →

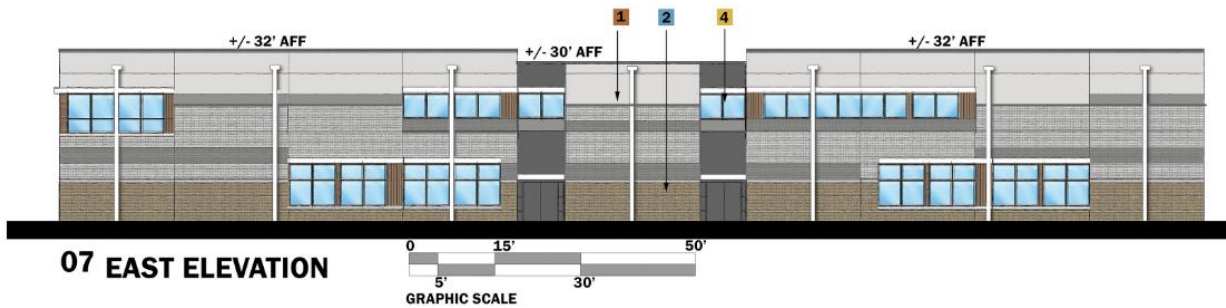


**05 WEST ELEVATION**

NOTE: ALL ELEVATIONS ARE FOR CONCEPTUAL PURPOSES AND TO CONVEY GENERAL ARCHITECTURAL CHARACTER OF THE BUILDING.  
 ELEVATIONS MAY VARY WITH REGARDS TO OPENING TYPE AND PLACEMENT, BUILDING HEIGHT, MATERIAL PLACEMENT, COLORS, ETC. FINAL ELEVATIONS WILL REMAIN IN SIMILAR ARCHITECTURAL CHARACTER.  
 HEIGHTS QND MATERIALS NOTED ON ELEVATIONS ARE FOR ESTIMATING PURPOSES AND MY VARY DURING DESIGN DEVELOPMENT



**06 SOUTH ELEVATION**



**07 EAST ELEVATION**



**08 NORTH ELEVATION**

**MATERIALS  
MEDICAL OFFICE:**

**SOUTH ELEVATION:**

MATERIALS	70%
4 GLASS / OPENINGS	30%
GROSS (ENTIRE FACADE) 100%	
2 PRIMARY MATERIALS	90%
3 SECONDARY MATERIALS	10%
NET (FACADE WITHOUR OPENINGS) 100%	

**EAST ELEVATION:**

MATERIALS	75%
4 GLASS / OPENINGS	25%
GROSS (ENTIRE FACADE) 100%	
2 PRIMARY MATERIALS	85%
3 SECONDARY MATERIALS	15%
NET (FACADE WITHOUR OPENINGS) 100%	

**NORTH ELEVATION:**

MATERIALS	75%
4 GLASS / OPENINGS	25%
GROSS (ENTIRE FACADE) 100%	
2 PRIMARY MATERIALS	85%
3 SECONDARY MATERIALS	15%
NET (FACADE WITHOUR OPENINGS) 100%	

**WEST ELEVATION:**

MATERIALS	70%
4 GLASS / OPENINGS	30%
GROSS (ENTIRE FACADE) 100%	
2 PRIMARY MATERIALS	90%
3 SECONDARY MATERIALS	10%
NET (FACADE WITHOUR OPENINGS) 100%	



**01 WEST ELEVATION**



**02 NORTH ELEVATION**



**03 EAST ELEVATION**



**04 SOUTH ELEVATION**

# Denton Way Office Park ZONE-25-0007

## Agenda Item

Conduct a Public Hearing and consider and act upon a request for a Planned Development for an Indoor Sports Facility and Medical Offices on Middle School No. 9 Addition, Block A, Lot 5, on 18.9± acres, located on the east side of Denton Way and 480± feet north of Fishtrap Road. (ZONE-25-0007)

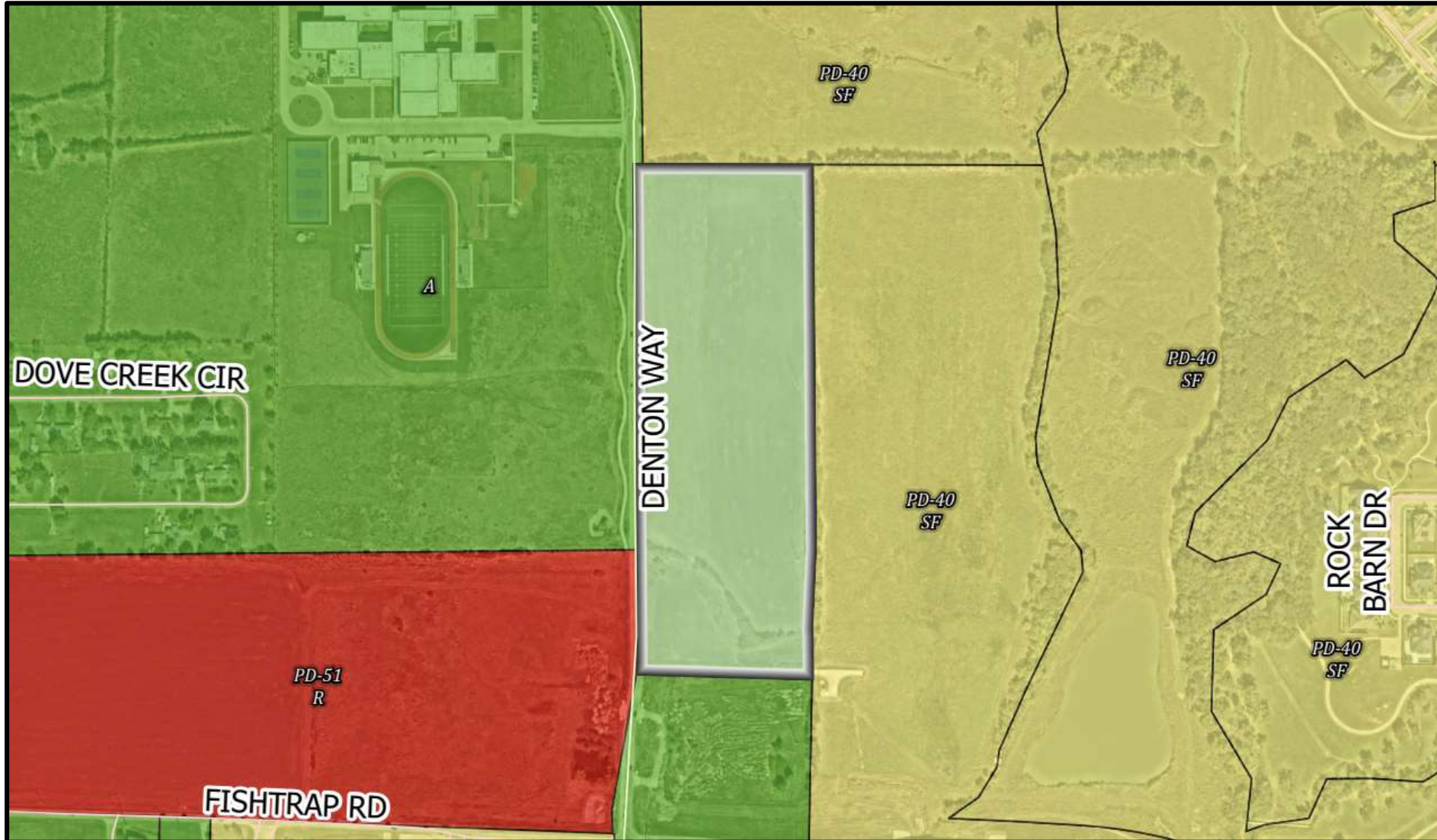


# Information

## Purpose:

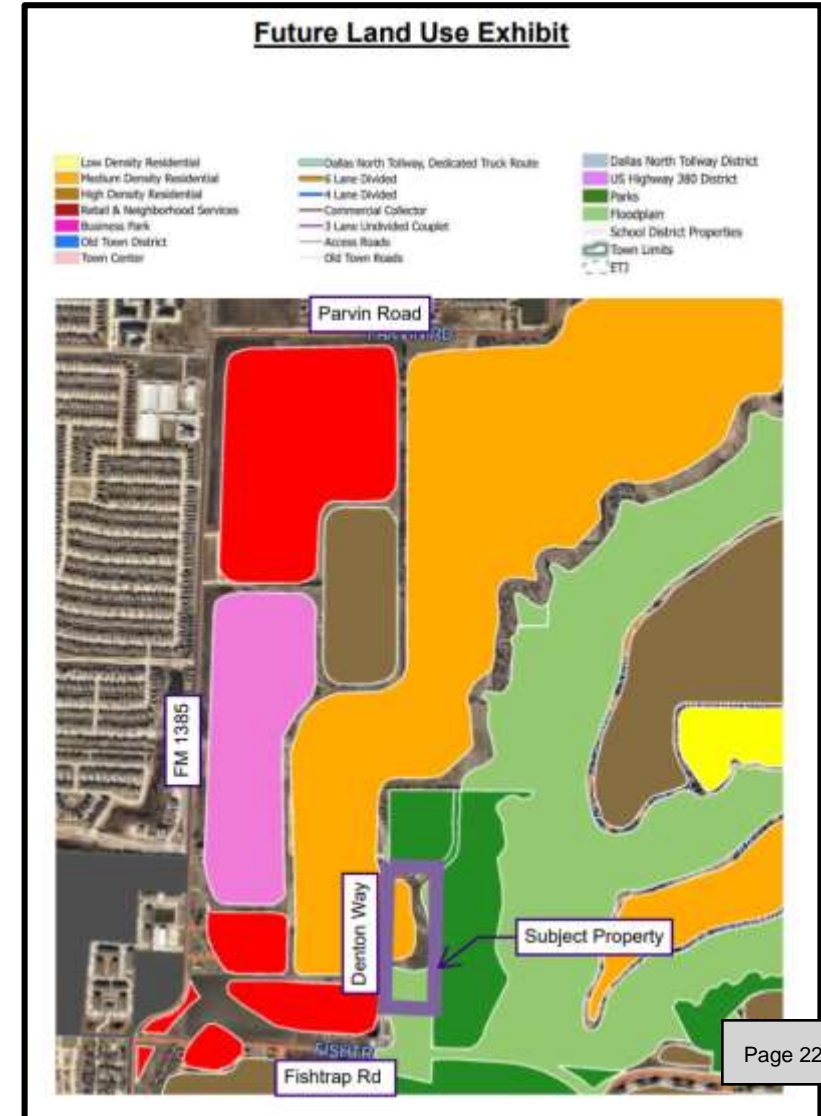
- To rezone the property from Agriculture to a Planned Development with a base zoning of Office on two lots.
  - 30,000 square foot sports facility on 9.7± acres
  - 11 office buildings totaling 62,100 square feet on 8.1± acres

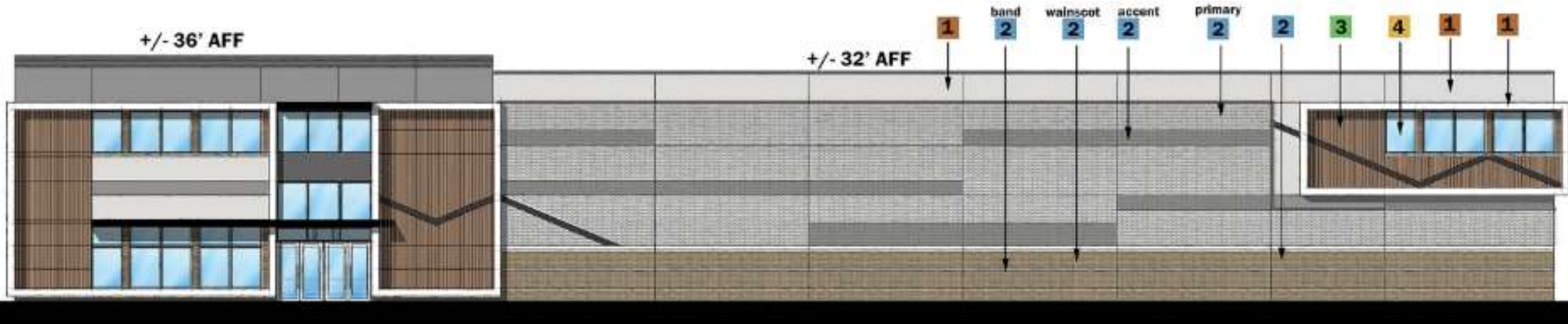




# Surrounding Zoning

	Zoning	Current Land Use	Future Land Use Plan
<b>Subject Property</b>	Agriculture	Vacant	Medium Density Residential & Floodplain
<b>North</b>	Planned Development-40 (Single Family)	Vacant	Parks
<b>East</b>	Planned Development-40 (Single Family)	Vacant/Parkland	Parks
<b>South</b>	Agriculture	Vacant	Floodplain
<b>West</b>	Agriculture	Pat Cheek Middle School/Vacant	Medium Density Residential, Retail & Neighborhood Services





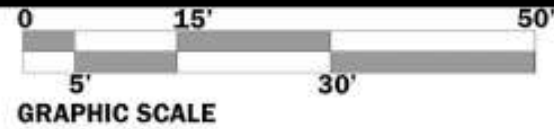
**05 WEST ELEVATION**



**06 SOUTH ELEVATION**



**07 EAST ELEVATION**



**08 NORTH ELEVATION**



**01 WEST ELEVATION**



**03 EAST ELEVATION**



**02 NORTH ELEVATION**



**04 SOUTH ELEVATION**





# Closing

## Noticing:

- Friday, March 6<sup>th</sup>
  - No Response

## Recommendation:

- Staff: Approval
- Planning and Zoning Commission: Approval (5-0)