



Agenda
Prosper Town Council Meeting
Prosper Town Hall, Council Chambers
250 W. First Street, Prosper, Texas
Tuesday, January 27, 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

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.

1. America 250. (DFB/TR)

Presentations.

2. Recognize the Prosper ISD Family Resource Center volunteers. (KS)
3. Recognize Town employee Cindy Slate for her years of service. (TL)

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 January 13, 2026, Town Council Work Session meeting. (MLS)
- [5.](#) Consider and act upon the minutes of the January 13, 2026, Town Council Regular meeting. (MLS)
- [6.](#) Consider acceptance of the December monthly financial report for fiscal year 2026. (CL)
- [7.](#) Consider and act upon a Resolution appointing a member of the Prosper Town Council to the North Central Texas (NCT) Regional 9-1-1 Emergency Communications District Board of Managers. (MLS)
- [8.](#) Consider and act upon ratifying an expenditure to Maya Underground Construction for the repair of a 12" water line at Dallas Parkway and Frontier Parkway in the amount of \$180,670. (CJ)
- [9.](#) Consider and act upon an ordinance replacing existing Section 12.02.001, "Mayor's Duties," and existing Section 12.02.002, "Traffic Administrator," of Article 12.02, "Administration," of Chapter 12, "Traffic and Vehicles," of the Code of Ordinances of the Town of Prosper, Texas, by repealing the existing ordinances and replacing them with a new Section 12.02.001, "Traffic Administration." (HW)
- [10.](#) Consider and act upon authorizing the Town Manager to execute a Construction Agreement awarding CSP No. 2026-09-B to Jeske Construction Company, related to construction services for the Prosper Downtown Parking Lot and Alley Improvements project in the amount of \$347,731 and authorize \$50,000 for construction phase contingencies. The total purchase order amount is \$397,731. (PA)
- [11.](#) Consider and act upon authorizing the Town Manager to execute a Thoroughfare Impact Fees Reimbursement Agreement between Toll Southwest LLC, and the Town of Prosper, Texas, related to the construction of Frontier Parkway to serve the Legacy Gardens Phases 3 and 4 developments. (HW)
- [12.](#) Consider and act upon authorizing the Town Manager to execute a Water Impact Fees Reimbursement Agreement between Toll Southwest LLC, and the Town of Prosper, Texas, related to the construction of a water line along Frontier Parkway to serve the Legacy Gardens Phases 3 and 4 developments. (HW)

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:

13. Consider and act upon an Ordinance amending Appendix A, "Fee Schedule," of the Town's Code of Ordinances. (HW/DB)
14. Discuss and consider Town Council Subcommittee reports. (DFB)

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

EXECUTIVE SESSION:

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

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

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

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

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

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

Section 551.071 – Consultation with the Town Attorney regarding legal issues associated with Article 1.02 of the Town Code of Ordinances and all matters incident and related thereto.

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, January 21, 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.

CANCELLED

Call to Order/ Roll Call.

The meeting was called to order at 5:34 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 Jeff Hodges
Councilmember Cameron Reeves

Council Members Absent:

Councilmember Craig Andres

Staff Members Present:

Mario Canizares, Town Manager
Terry Welch, Town Attorney
Michelle Lewis Sirianni, Town Secretary
Bob Scott, Deputy Town Manager
Chuck Ewings, Assistant Town Manager
Robyn Battle, Executive Director
Hulon Webb, Engineering Director
David Hoover, Development Services Director
Stuart Blasingame, Fire Chief
Shaw Eft, Assistant Fire Chief
Todd Rice, Communications Director
Kaylynn Stone, Special Events Manager
Angela Lewis, Event Specialist
Ryan Pasko, IT Specialist II
Doug Kowalski, Police Chief
Tom Davis, Assistant Police Chief

Items for Individual Consideration:

1. Receive an update regarding Pride in the Sky. (KS)

Ms. Stone presented an update of the event including the scope of services provided by Cedarbrook Media and the Town. The proposed services were reviewed by the Community Engagement Committee with recommendation(s) to add more detailed timelines within the contract and to eliminate the flat fee paid by the Town. Staff is requesting direction on the proposed recommendations.

Mr. Canizares elaborated on the flat fee, which was historically a cost paid for Police Department Services.

The Town Council discussed if the Town would be receiving a percentage of sales, consistency of the contract compared to other events, special event permitting and

the requirements needed with submittal, insurance requirements and timeline, and any associated penalties within the terms of service.

The Town Council agreed to eliminate the flat fee, but requested staff to communicate that the fee be used towards expanding the event, and explore what other municipalities do regarding insurance for special events.

EXECUTIVE SESSION:

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

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

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

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

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

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

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

Reconvene into Work Session.

No Executive Session took place.

Adjourn.

The meeting was adjourned at 6:00 p.m.

These minutes were approved on the 27th day of January 2026.

APPROVED:

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary



MINUTES

Prosper Town Council Meeting

Prosper Town Hall, Council Chambers
250 W. First Street, Prosper, Texas
Tuesday, January 13, 2026
6:15 PM

Item 5.

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 Jeff Hodges
Councilmember Cameron Reeves

Council Members Absent:

Councilmember Craig Andres

Staff Members Present:

Mario Canizares, Town Manager
Terry Welch, Town Attorney
Michelle Lewis Sirianni, Town Secretary
Bob Scott, Deputy Town Manager
Chuck Ewings, Assistant Town Manager
Robyn Battle, Executive Director
Hulon Webb, Engineering Director
David Hoover, Development Services Director
Suzanne Porter, Planning Manager
Dan Baker, Parks and Recreation Director
Kurt Beilharz, Assistant Parks and Recreation Director
Trevor Helton, Recreation Manager
Leigh Johnson, IT Director
Ryan Patterson, Assistant Finance Director
Stuart Blasingame, Fire Chief
Shaw Eft, Assistant Fire Chief
Todd Rice, Communications Director
Kaylynn Stone, Special Events Manager
Ryan Pasko, IT Specialist II
Doug Kowalski, Police Chief
Tom Davis, Assistant Police Chief

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

Brad Wilkerson with Rock Creek Church led the invocation. The Pledge of Allegiance and the Pledge to the Texas Flag were recited.

Announcements of recent and upcoming events.

Councilmember Reeves made the following announcements:

The Visual Arts of Prosper is holding an art show in the Town Hall lobby through Friday, January 23. The show is free to the public and open during normal business hours (8 am to 5 pm). Come by to view art by talented local artists in Prosper.

A reminder that Town offices will be closed Monday, January 19 for the Martin Luther King Jr. Holiday. There will be no trash service delays due to the holiday.

Join Mayor Bristol and Prosper ISD Superintendent Dr. Holly Ferguson for the State of the Community hosted by the Prosper Chamber of Commerce and presented by Cook Children's Health on Thursday, January 22 from 11:00 a.m. to 1:00 p.m. for a year-end recap and what exciting things are ahead in 2026. Citizens may register for the event at prosperchamber.com.

Presentations.

1. Recognize the 2025 Mayor's Fitness Challenge participants. (TH)

Mr. Helton presented the item with an overview of the 2025 Mayor's Fitness Challenge including the number of participants and hours completed. Mr. Helton announced the 2025 overall winner is Karim Charaniya.

2. Recognize members of Prosper Fire and Rescue Department for the Life Saving efforts. (SB)

Chief Blasingame and the Medical Director for Prosper recognized the efforts of members of the Prosper Fire and Rescue Department for their life saving efforts.

3. Recognize the Prosper Police Department for receiving the Law Enforcement Recognition Program re-designation by the Texas Police Chiefs Association (TPCA). (DK)

Jake Sullivan with the Texas Police Chiefs Association presented to Prosper Police Department their redesignation for Best Practices.

CONSENT AGENDA:

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4. Consider and act upon the minutes of the December 9, 2025, Town Council Work Session meeting. (MLS)

5. Consider and act upon the minutes of the December 9, 2025, Town Council Regular meeting. (MLS)

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

7. Consider and act upon authorizing the Town Manager to execute a Service Agreement between the Town of Prosper and Off Broadway Productions, LLC, for the Downtown Block Party in the amount of \$30,000 plus additional in-kind contributions. (TR)

8. Consider and act upon approving Resolution 2026-01 and Resolution 2026-02 authorizing matching funds for projects submitted under the State and Local Cybersecurity Grant Program. (LJ)
9. Consider and act upon approving the purchase of the annual software assurance of the Town's computer aided dispatch and record management systems for Public Safety, from Integrated Computer Systems, Inc., a sole source provider in the amount of \$145,049.21. (LJ)
10. Consider and act upon approving the replacement of seventy (70) end-of-life wireless access points with new Wi-Fi 7 wireless access points from REDACTED, including associated installation services, through SHI Inc. in the amount of \$98,614. (LJ)
11. Consider and act upon approving the annual purchase of ammunition from GT Distributors, utilizing BuyBoard Contract #698-23 in the amount of \$87,691.90. (DK)
12. Consider and act upon the purchase of one (1) ambulance from Professional Ambulance Sales & Service, dba SERVS, through BUYBOARD Contract #745-24, in the amount of \$433,105. (SB)
13. Consider and act upon the purchase of one Pierce Velocity Pumper (PUC) Engine and one Pierce Velocity Platform – 100' Mid-Mount Truck through Siddons-Martin Emergency Group, LLC through the BuyBoard Contract #746-24(Fire), in the amount of \$4,038,680. (SB)
14. Consider and act upon the purchase of one Weis Fire & Safety Equipment, LLC. Ford F550 Brush Truck through the HGAC Contract #FS12-23, in the amount of \$313,517. (SB)
15. Consider and act upon approving the purchase of mobile and portable radios through the Texas Department of Information Resources (DIR) Contract #39000-DIR-CPO-5433-AGREEMENT: State of Texas for \$91,465.13. (SB)
16. Consider and act upon approval of a Buyboard Cooperative Purchase Order from Child's Play Inc. for installation of a pavilion at Raymond Community Park in the amount of \$110,962. (DB)
17. Consider and act upon approving an amendment to the Design Agreement with Quorum Architects of the Public Works and Parks Service Center in the amount of \$106,900 and authorize the Town Manager to execute documents for the same. (CJ)
18. Consider and act upon authorizing the Town Manager to execute a Professional Services Agreement between Geotex Engineering, LLC, and the Town of Prosper, Texas, related to professional construction materials testing and observation services for the Public Works & Parks Service Center project in the amount of \$253,228. (CJ)
19. Consider and act upon whether to direct staff to submit a written notice of appeals on behalf of the Town Council to the Development Services Department, pursuant to Chapter 4, Section 1.5(C)(7) and 1.6(B)(7) of the Town's Zoning Ordinance,

regarding action taken by the Planning & Zoning Commission on Preliminary Site Plans and Site Plans. (DH)

Councilmember Ray made a motion to approve consent agenda items 4 through 19. Councilmember Hodges seconded the motion. Motion carried with a 6-0 vote.

CITIZEN COMMENTS

No comments were made.

Items for Individual Consideration:

- 20. Conduct a Public Hearing and consider and act upon a request to amend the development standards, uses and conceptual layout of Planned Development-52, consisting of 10.8± acres on the south side of Prosper Trail and 815± feet east of Mike Howard Lane. (ZONE-25-0012) (DH)**

Mr. Hoover presented the item with an overview of the project location, the surrounding zoning, the overall concept plan, landscape plan, open space amenities and the existing versus the proposed building elevations. Town staff received no responses to the notices sent out. The Planning and Zoning Commission recommended approval by a 5-1 vote. Staff recommends approval.

The Town Council discussed permitted uses within the PD and the intended uses with the definitions of major versus minor uses being explained, and ensuring sufficient parking as businesses move into the building. Mr. Hoover noted that individual uses will receive a Certificate of Occupancy, which allows staff to review and ensure parking standards are met.

Mayor Bristol opened the public hearing.

No comments were made.

Mayor Bristol closed the public hearing.

Councilmember Ray made a motion to approve a request to amend the development standards, uses and conceptual layout of Planned Development-52, consisting of 10.8± acres on the south side of Prosper Trail and 815± feet east of Mike Howard Lane. Mayor Pro-Tem Bartley seconded the motion. Motion carried with a 6-0 vote.

- 21. Consider and act upon authorizing the Town Manager to execute an Interlocal Agreement between Collin County and the Town of Prosper for Animal Shelter Services for an initial term of five (5) years, with annual renewal terms of one (1) year, and an initial fee of \$116,702 for FY 2025-2026. (RB)**

Ms. Battle introduced the item stating the proposed Interlocal Agreement is a brand new agreement and includes a cost structure based on a percentage of each entity's population for animal shelter services. The current agreement, which expires in 2028 would be replaced if this agreement is approved. The agreement includes a base operational fee with a 3.5% increase per year. Staff recommends approval.

Councilmember Reeves made a motion to approve authorizing the Town Manager to execute an Interlocal Agreement between Collin County and the Town of Prosper for

Animal Shelter Services for an initial term of five (5) years, with annual renewal terms of one (1) year, and an initial fee of \$116,702 for FY 2025-2026. Councilmember Hodges seconded the motion. Motion carried with a 6-0 vote.

22. Consider and act upon authorizing the Town Manager to execute Amendment No. 19 to the Interlocal Agreement between Collin County and the Town of Prosper for Animal Control Services in the amount of \$171,374. (RB)

Ms. Battle introduced the item stating the proposed amendment is a renewal of the existing agreement for services provided by the county for animal control services. Staff is recommending approval.

Councilmember Hodges made a motion to approve authorizing the Town Manager to execute Amendment No. 19 to the Interlocal Agreement between Collin County and the Town of Prosper for Animal Control Services in the amount of \$171,374. Councilmember Ray seconded the motion. Motion carried 6-0.

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

Mr. Baker introduced the item stating the agreement has been modified to include sod installation for the entire site and increasing the developer participation in the project by \$250,000 in consideration for naming the facility Shaddock Park. This reduces the Town's cost participation from \$442,098 to an estimated \$173,500. No funds will be placed in escrow. Since a portion of the improvements are required as part of the subdivision, staff will withhold final acceptance of all infrastructure until these improvements are also complete. Reimbursement is subject to completion of all improvements covered in this agreement. The Parks and Recreation Department approved the agreement with a 5-1 vote but would prefer the developer follow the Town's ordinance requirements regarding the naming of the park. Staff is recommending approval.

The Town Council discussed amenities that would be added to the park, the trail widening, park dedication fees, naming of the park, and using the park dedications fees towards the park system as a whole.

Mayor Pro-Tem Bartely made a motion to accept park dedication fees for Creekside development and credit the developer for the connector trail increased costs. Councilmember Ray seconded the motion. Motion carried with a 6-0 vote.

24. Consider and act upon authorizing the Town Manager to execute a Construction Agreement with Homerun Construction, LLC for Parvin Park in the amount of \$532,145.32. (DB)

Mr. Baker introduced the item noting 12 bids were received for the proosed project. The construction contract is for a playground, drinking fountain, picnic table, seating, irrigation, sod, trees, concrete loop trail, retaining wall, and associated sitework for Parvin Park on Broadway Street to the west of the intersection with Parvin Street. The project has an estimated completion of summer 2026.

The Town Council discussed no parking signs and placement of signs.

Mayor Pro-Tem Bartley made a motion to approve authorizing the Town Manager to execute a Construction Agreement with Homerun Construction, LLC for Parvin Park in the amount of \$532,145.32. Councilmember Reeves seconded the motion. Motion carried 6-0.

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

Downtown Advisory Committee: Ms. Battle noted the committee discussed the monumentation project that is out to bid and will be awarded in February. The committee also discussed the parking lot.

Community Engagement Committee: Mayor Pro-Tem Bartley noted the committee has broken into three working groups and they meet prior to each meeting.

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

Mayor Bristol commented on his recent ride along with the Police Department and spending time in Dispatch. He recommended the Council if their schedules allowed to visit with departments.

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

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

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 7:28 p.m.

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

The Town Council reconvened into Regular Session at 8:42 p.m.

No action was taken.

Adjourn.

The meeting was adjourned at 8:42 p.m.

These minutes were approved on the 27th day of January 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 December Monthly Financial Report for Fiscal Year 2026 (CL)

Town Council Meeting – January 27, 2026

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider acceptance of the December 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 – December 31, 2025
2. First Quarter Financial Summary FY26

Town Staff Recommendation:

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

Proposed Motion:

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



MONTHLY FINANCIAL REPORT

as of December 31, 2025

Cash/Budgetary Basis

Prepared by
Finance Department

January 27, 2026

TOWN OF PROSPER, TEXAS

MONTHLY FINANCIAL REPORT

December 2025

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TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
December 31, 2025
Expected Year to Date Percent 25.0%

GENERAL FUND

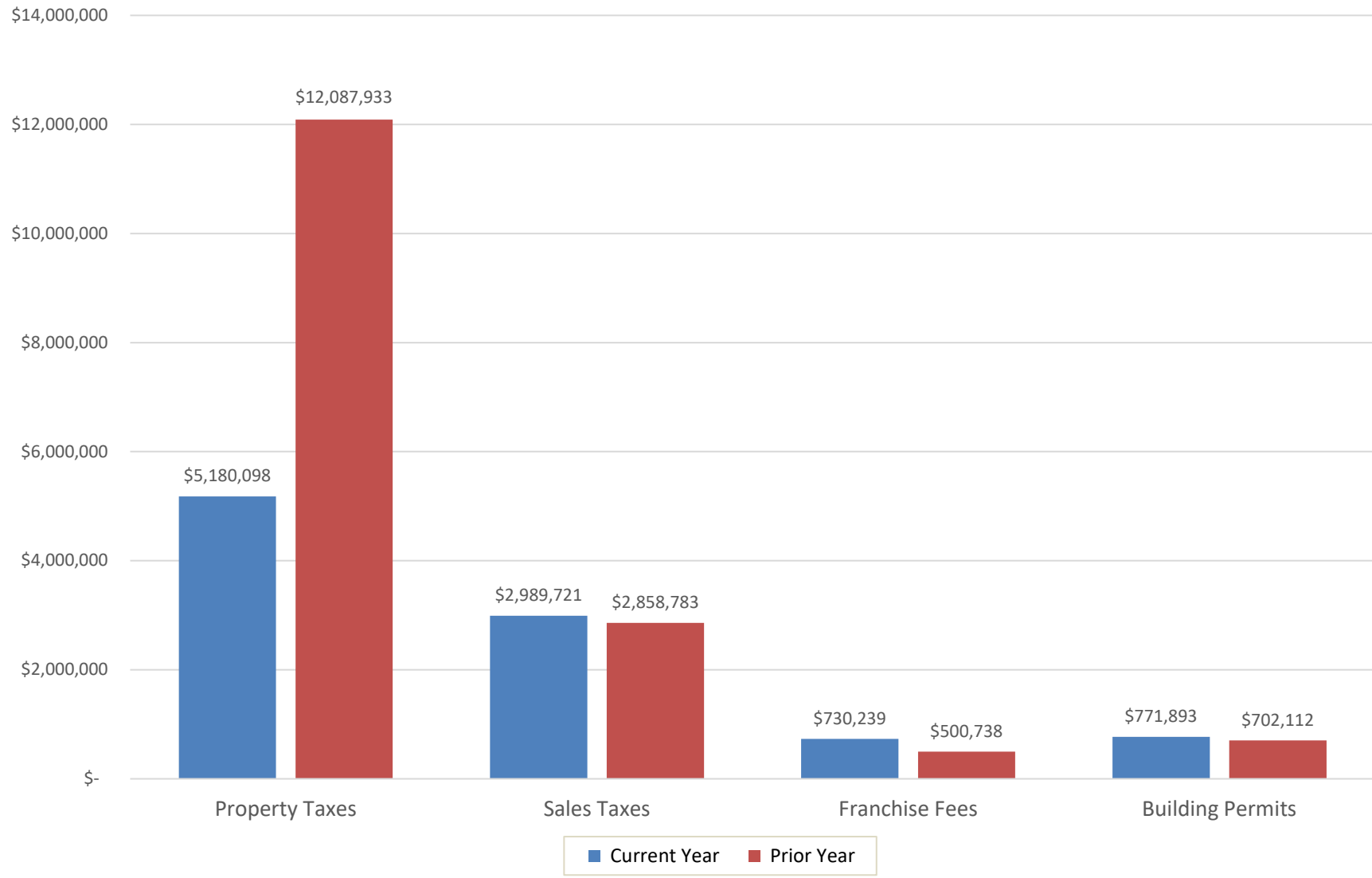
	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actuals	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actuals	Change from Prior Year
REVENUES										
Property Taxes	\$ 26,277,088	\$ -	\$ 26,277,088	\$ 5,180,098	\$ -	\$ 21,096,990	20%	1	\$ 12,087,933	-57%
Sales Taxes	13,199,055	-	13,199,055	2,989,721	-	10,209,334	23%	5	2,858,783	5%
Franchise Fees	4,685,174	-	4,685,174	730,239	-	3,954,935	16%	2	500,738	46%
Building Permits	5,193,641	-	5,193,641	771,893	-	4,421,748	15%		702,112	10%
Other Licenses, Fees & Permits	2,640,606	-	2,640,606	385,108	-	2,255,498	15%		328,567	17%
Charges for Services	1,577,152	-	1,577,152	468,762	-	1,108,390	30%		410,144	14%
Fines & Warrants	581,144	-	581,144	123,627	-	457,517	21%		140,878	-12%
Intergovernmental Revenue (Grants)	1,796,663	-	1,796,663	53,027	-	1,743,636	3%		-	0%
Interest Income	750,000	-	750,000	96,477	-	653,523	13%		101,353	-5%
Miscellaneous	332,071	-	332,071	86,414	-	245,657	26%		29,776	190%
Park Fees	818,041	-	818,041	115,230	-	702,811	14%		70,058	64%
Transfers In	10,389,929	-	10,389,929	3,601,116	-	6,788,813	35%	4	369,674	874%
Total Revenues	\$ 68,240,564	\$ -	\$ 68,240,564	\$ 14,601,711	\$ -	\$ 53,638,853	21%		\$ 17,600,016	-17%
EXPENDITURES										
Administration	\$ 12,177,072	\$ -	\$ 12,177,072	\$ 2,572,900	\$ 761,984	\$ 8,842,188	27%	6	\$ 2,667,100	-4%
Police	17,724,406	-	17,724,406	3,542,719	420,879	13,760,807	22%	3	2,764,716	28%
Fire/EMS	15,945,810	-	15,945,810	3,606,105	219,051	12,120,654	24%	3	2,542,118	42%
Public Works	5,512,375	-	5,512,375	856,667	1,031,809	3,623,899	34%	6	607,956	41%
Community Services	9,346,688	-	9,346,688	1,672,809	1,211,677	6,462,202	31%	6	1,859,813	-10%
Development Services	4,083,700	-	4,083,700	723,580	77,904	3,282,217	20%		822,822	-12%
Engineering	2,708,971	-	2,708,971	584,422	5,888	2,118,661	22%		534,340	9%
Transfers Out	710,000	-	710,000	-	-	710,000	0%		-	0%
Total Expenses	\$ 68,209,022	\$ -	\$ 68,209,022	\$ 13,559,200	\$ 3,729,193	\$ 50,920,629	25%		\$ 11,798,866	15%
REVENUE OVER (UNDER) EXPENDITURES	\$ 31,542	\$ -	\$ 31,542	\$ 1,042,511					\$ 5,801,149	
Beginning Fund Balance October 1			11,792,309	11,792,309					13,226,939	
Ending Fund Balance*			<u>\$ 11,823,851</u>	<u>\$ 12,834,820</u>					<u>\$ 19,028,088</u>	

Notes

- 1 Property taxes are billed in October and a majority of collections occur December through February. Lower than normal collections through December, catching up in January
- 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.
- * 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.

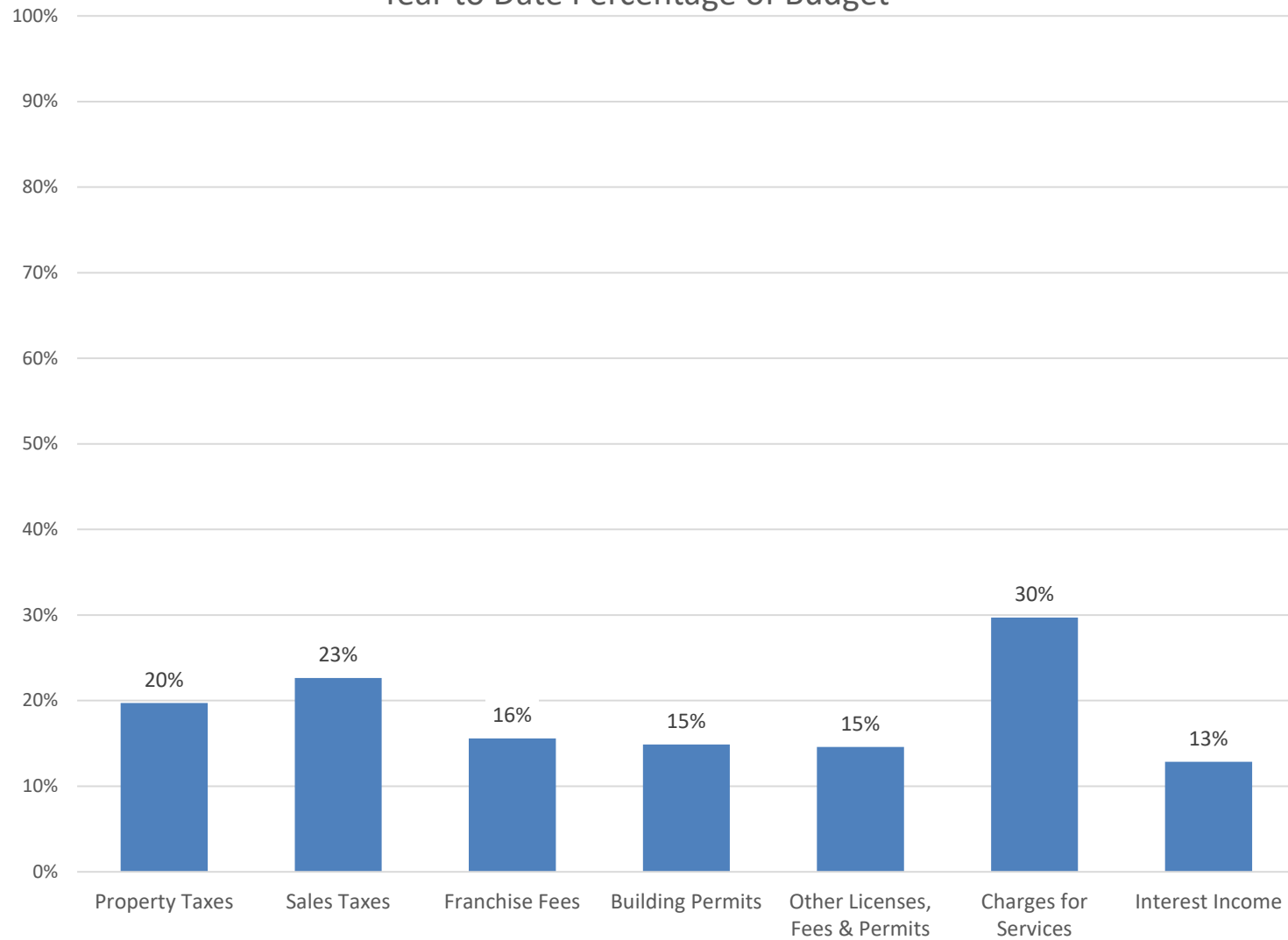
GENERAL FUND REVENUE

Current Year to Prior Year Actual

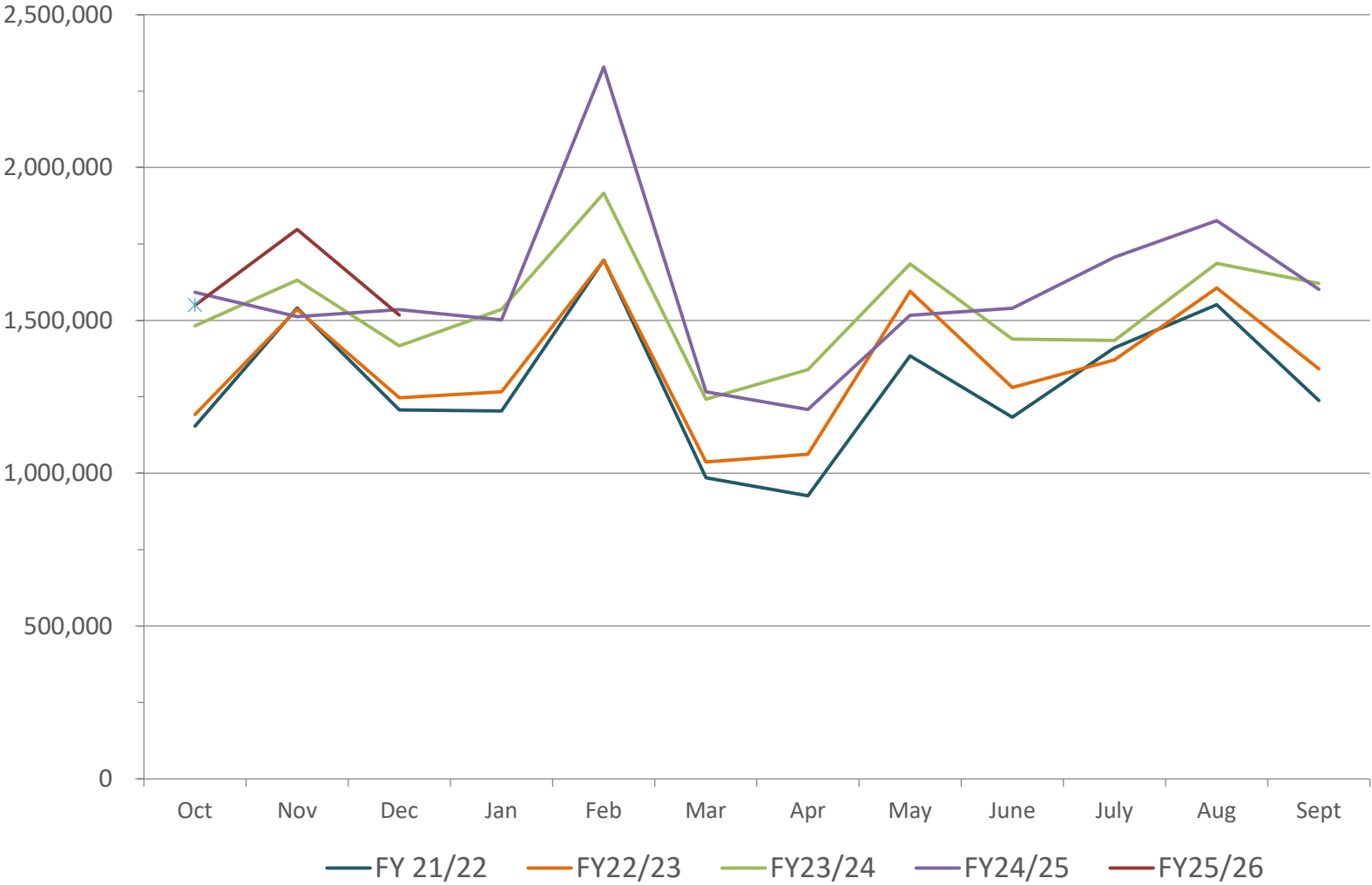


GENERAL FUND REVENUE

Year to Date Percentage of Budget



Sales Tax Revenue by Month



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Expected Year to Date Percent 25.0%

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
REVENUES										
Property Taxes-Delinquent	\$ 75,000	\$ -	\$ 75,000	\$ (32,065)	\$ -	\$ 107,065	-43%		\$ 5,847	-648%
Property Taxes-Current	20,684,204	-	20,684,204	4,257,786	-	16,426,418	21%	1	9,694,131	-56%
Taxes-Penalties	40,000	-	40,000	2,068	-	37,932	5%		1,420	46%
Interest Income	145,000	-	145,000	30,345	-	114,655	21%		40,277	-25%
Transfer In	-	-	-	-	-	-	0%		-	0%
Total Revenues	\$ 20,944,204	\$ -	\$ 20,944,204	\$ 4,258,134	\$ -	\$ 16,686,070	20%		\$ 9,741,675	-56%
EXPENDITURES										
Professional Services	\$ -	\$ -	\$ -	\$ 2,500	\$ -	\$ (2,500)	0%		\$ -	0%
Bond Administrative Fees	20,000	-	20,000	500	-	19,500	3%		-	0%
2014 GO Bond Payment	-	-	-	550,000	-	(550,000)	0%	3	-	0%
2015 GO Bond Payment	1,444,300	-	1,444,300	-	-	1,444,300	0%		-	0%
2015 CO Bond Payment	-	-	-	-	-	-	0%		-	0%
2016 GO Debt Payment	250,000	-	250,000	-	-	250,000	0%		-	0%
2016 CO Debt Payment	470,000	-	470,000	-	-	470,000	0%		-	0%
2017 CO Debt Payment	490,000	-	490,000	-	-	490,000	0%		-	0%
2018 GO Debt Payment	170,000	-	170,000	-	-	170,000	0%		-	0%
2018 CO Debt Payment	560,000	-	560,000	-	-	560,000	0%	2	-	0%
2019 CO Debt Payment	564,212	-	564,212	-	-	564,212	0%		-	0%
2019 GO Debt Payment	175,000	-	175,000	-	-	175,000	0%		-	0%
2020 CO Debt Payment	445,000	-	445,000	-	-	445,000	0%		-	0%
2021 CO Debt Payment	270,000	-	270,000	-	-	270,000	0%		-	0%
2021 GO Debt Payment	1,205,000	-	1,205,000	-	-	1,205,000	0%		-	0%
2022 GO Debt Payment	1,070,000	-	1,070,000	-	-	1,070,000	0%		-	0%
2023 GO Debt Payment	1,340,000	-	1,340,000	-	-	1,340,000	0%		-	0%
2024 GO Debt Payment	1,035,000	-	1,035,000	-	-	1,035,000	0%		-	0%
2025 GO Debt Payment	3,150,000	-	3,150,000	-	-	3,150,000	0%		-	0%
Bond Interest Expense	8,506,816	-	8,506,816	5,806	-	8,501,010	0%		-	0%
Total Expenditures	\$ 21,165,328	\$ -	\$ 21,165,328	\$ 558,806	\$ -	\$ 20,606,522	3%		\$ -	0%
REVENUE OVER (UNDER) EXPENDITURES	\$ (221,124)	\$ -	\$ (221,124)	\$ 3,699,329					\$ 9,741,675	
Beginning Fund Balance October 1			838,442	838,442					1,245,232	
Ending Fund Balance Current Month			<u>\$ 617,318</u>	<u>\$ 4,537,771</u>					<u>\$ 10,986,907</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.

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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
REVENUES									
East Thoroughfare Impact Fees		\$ 1,200,000	\$ -	\$ 1,200,000	\$ 417,648				
East Thoroughfare Other Revenue		-	-	-	-				
Interest Income		100,000	-	100,000	31,373				
Total Revenues		<u>\$ 1,300,000</u>	<u>\$ -</u>	<u>\$ 1,300,000</u>	<u>\$ 449,021</u>				
EXPENDITURES									
Developer Reimbursements	\$ 250,000	\$ 250,000	\$ -	\$ 250,000	\$ -	\$ -	\$ 250,000	\$ -	\$ 250,000
Total Developer Reimbursements	<u>\$ 250,000</u>	<u>\$ 250,000</u>	<u>\$ -</u>	<u>\$ 250,000</u>	<u>\$ -</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		\$ 2,400,000
Total Transfers Out	<u>\$ 2,400,000</u>	<u>\$ 2,400,000</u>	<u>\$ -</u>	<u>\$ 2,400,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,400,000</u>	<u>\$ -</u>	<u>\$ 2,400,000</u>
Total Expenditures	<u>\$ 2,650,000</u>	<u>\$ 2,650,000</u>	<u>\$ -</u>	<u>\$ 2,650,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,650,000</u>	<u>\$ -</u>	<u>\$ 2,650,000</u>
REVENUE OVER (UNDER) EXPENDITURES				\$ (1,350,000)	\$ 449,021				
Beginning Fund Balance October 1				1,830,283	1,830,283				
Ending Fund Balance Current Month				<u>\$ 480,283</u>	<u>\$ 2,279,304</u>				

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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
REVENUES									
West Thoroughfare Impact Fees		\$ 4,500,000	\$ -	\$ 4,500,000	\$ 1,317,929				
West Thoroughfare Other Revenue		-	-	-	-				
Interest Income		200,000	-	200,000	81,243				
Total Revenues		<u>\$ 4,700,000</u>	<u>\$ -</u>	<u>\$ 4,700,000</u>	<u>\$ 1,399,172</u>				
EXPENDITURES									
Developer Reimbursements									
Pk Place, Prosper Hills, Prosper Meadow	\$ 4,014,469	\$ 900,000	\$ -	\$ 900,000	\$ -	\$ -	\$ 900,000	\$ 125,492	\$ 3,888,977
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
Total Developer Reimbursements	<u>\$ 16,448,741</u>	<u>\$ 1,500,000</u>	<u>\$ -</u>	<u>\$ 1,500,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,500,000</u>	<u>\$ 8,853,694</u>	<u>\$ 7,595,047</u>
Transfer to Capital Project Fund	<u>\$ 3,000,000</u>	<u>\$ 3,000,000</u>	<u>\$ -</u>	<u>\$ 3,000,000</u>	<u>\$ -</u>		<u>\$ 3,000,000</u>	<u>\$ -</u>	<u>\$ 3,000,000</u>
Total Transfers Out	<u>\$ 3,000,000</u>	<u>\$ 3,000,000</u>	<u>\$ -</u>	<u>\$ 3,000,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 3,000,000</u>	<u>\$ -</u>	<u>\$ 3,000,000</u>
Total Expenditures	<u>\$ 20,098,741</u>	<u>\$ 4,500,000</u>	<u>\$ -</u>	<u>\$ 4,500,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 4,500,000</u>	<u>\$ 8,853,694</u>	<u>\$ 11,245,047</u>
REVENUE OVER (UNDER) EXPENDITURES				\$ 200,000	\$ 1,399,172				
Beginning Fund Balance October 1				4,247,989	4,247,989				
Ending Fund Balance Current Month				<u>\$ 4,447,989</u>	<u>\$ 5,647,161</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
REVENUES									
Impact Fees Water		\$ 3,250,000	\$ -	\$ 3,250,000	\$ 564,455				
Interest Income		200,000	-	200,000	100,379				
Total Revenues		<u>\$ 3,450,000</u>	<u>\$ -</u>	<u>\$ 3,450,000</u>	<u>\$ 664,834</u>				
EXPENDITURES									
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>\$ -</u>	<u>\$ -</u>	<u>\$ 4,300,000</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>\$ -</u>	<u>\$ -</u>	<u>\$ 6,090,533</u>	<u>\$ 3,423,854</u>	<u>\$ 1,736,672</u>
REVENUE OVER (UNDER) EXPENDITURES				\$ (2,640,533)	\$ 664,834				
Beginning Fund Balance October 1				7,566,307	7,566,307				
Ending Fund Balance Current Month				<u>\$ 4,925,774</u>	<u>\$ 8,231,141</u>				

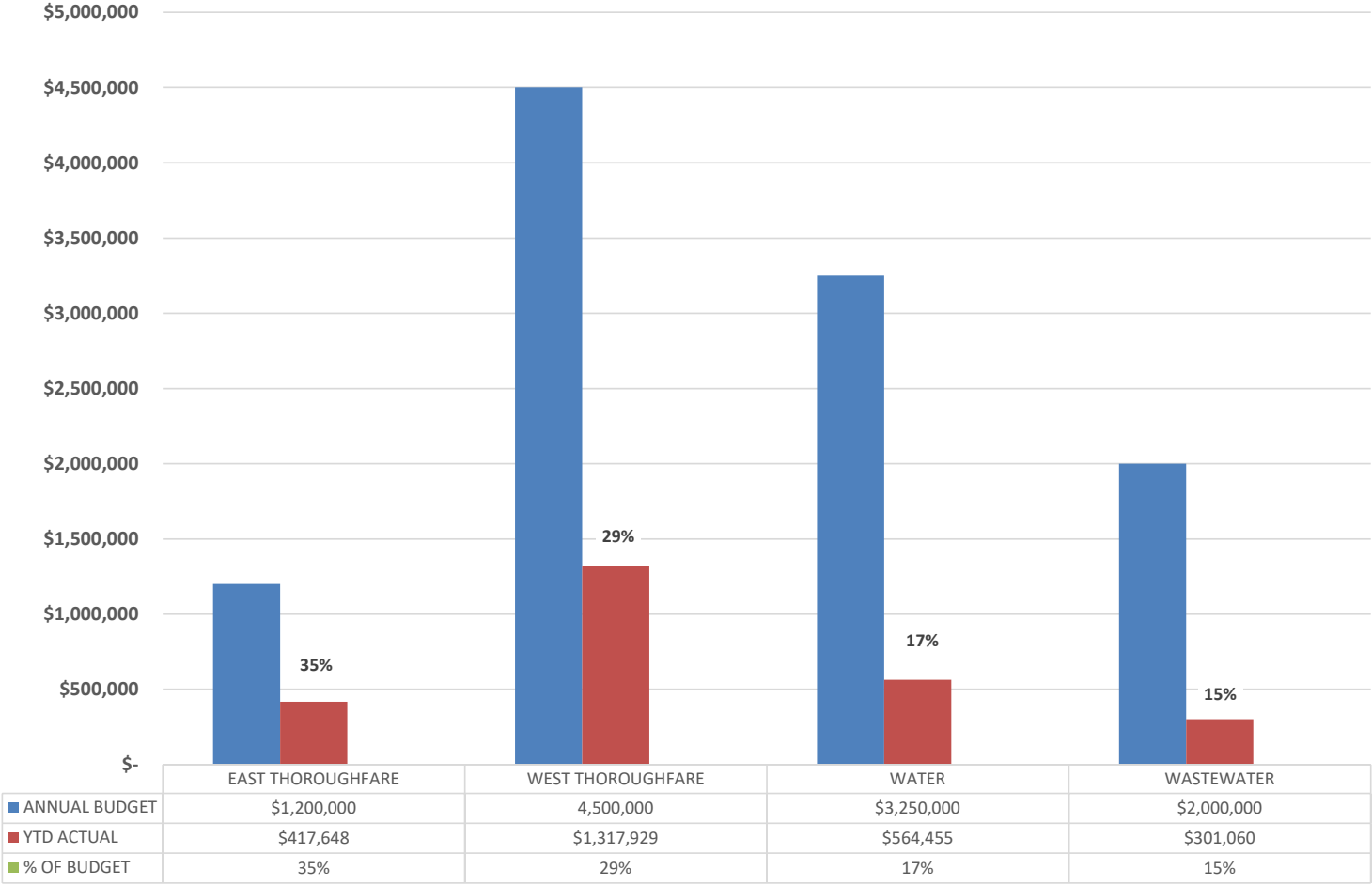
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WASTEWATER IMPACT FEES FUND

	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
REVENUES									
Impact Fees Wastewater		\$ 2,000,000	\$ -	\$ 2,000,000	\$ 301,060				
Interest Income		100,000	-	100,000	32,689				
Upper Trinity Equity Fee		300,000	-	300,000	30,000				
Total Revenues		<u>\$ 2,400,000</u>	<u>\$ -</u>	<u>\$ 2,400,000</u>	<u>\$ 363,749</u>				
EXPENDITURES									
Developer Reimbursements									
LaCima Developer Reimb	\$ 707,235	\$ 308,726	\$ -	\$ 308,726	\$ -	\$ -	\$ 308,726	\$ 414,818	\$ 292,417
All Storage Developer Reimb	454,900	150,000	-	150,000	-	-	150,000	54,180	400,720
Pk Place, Prosper Hills, Prosper Meadow	186,169	100,000	-	100,000	-	-	100,000	-	186,169
Total Developer Reimbursements	<u>\$ 1,348,304</u>	<u>\$ 558,726</u>	<u>\$ -</u>	<u>\$ 558,726</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 558,726</u>	<u>\$ 468,998</u>	<u>\$ 879,306</u>
Transfer to Capital Project Fund	<u>\$ 2,568,378</u>	<u>\$ 2,568,378</u>	<u>\$ -</u>	<u>\$ 2,568,378</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,568,378</u>	<u>\$ -</u>	<u>\$ 2,568,378</u>
Total Transfers Out	<u>\$ 2,568,378</u>	<u>\$ 2,568,378</u>	<u>\$ -</u>	<u>\$ 2,568,378</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,568,378</u>	<u>\$ -</u>	<u>\$ 2,568,378</u>
Total Expenditures	<u>\$ 3,916,682</u>	<u>\$ 3,127,104</u>	<u>\$ -</u>	<u>\$ 3,127,104</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 3,127,104</u>	<u>\$ 468,998</u>	<u>\$ 3,447,684</u>
REVENUE OVER (UNDER) EXPENDITURES				\$ (727,104)	\$ 363,749				
Beginning Fund Balance October 1				2,580,569	2,580,569				
Ending Fund Balance Current Month				<u>\$ 1,853,465</u>	<u>\$ 2,944,318</u>				

IMPACT FEE REVENUE

YTD Actual to Annual Budget



TOWN OF PROSPER, TEXAS
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Expected Year to Date Percent 25.0%

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
REVENUES									
Impact Fee Revenue:									
Water Impact Fees	\$ 50,000	\$ -	\$ 50,000	\$ 3,821	\$ 46,179	8%		\$ 27,508	-86%
Wastewater Impact Fees	700,000	-	700,000	36,686	663,314	5%		65,470	-44%
East Thoroughfare Impact Fees	50,000	-	50,000	4,589	45,411	9%		27,984	-84%
Property Taxes - Town (Current)	1,376,961	-	1,376,961	-	1,376,961	0%		-	0%
Property Taxes - Town (Rollback)	-	-	-	-	-	0%		-	0%
Property Taxes - County (Current)	295,022	-	295,022	-	295,022	0%		-	0%
Sales Taxes - Town	1,386,765	-	1,386,765	305,165	1,081,600	22%		286,757	6%
Sales Taxes - EDC	1,161,416	-	1,161,416	255,576	905,840	22%		240,159	6%
Interest Income	50,000	-	50,000	24,744	25,256	49%		25,684	-4%
Transfer In	-	-	-	-	-	0%		-	0%
Total Revenue	\$ 5,070,164	\$ -	\$ 5,070,164	\$ 630,582	\$ 4,439,582	12%		\$ 673,561	-6%
EXPENDITURES									
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%
Total Expenses	\$ 6,483,373	\$ -	\$ 6,483,373	\$ -	\$ 6,483,373	0%		\$ -	0%
REVENUE OVER (UNDER) EXPENDITURES			\$ (1,413,209)	\$ 630,582				\$ 673,561	
Beginning Fund Balance October 1			1,438,209	1,438,209				2,542,101	
Ending Fund Balance Current Month			<u>\$ 25,000</u>	<u>\$ 2,068,791</u>				<u>\$ 3,215,662</u>	

TOWN OF PROSPER, TEXAS
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Expected Year to Date Percent 25.0%

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
REVENUES									
Property Taxes - Town (Current)	\$ 151,173	\$ -	\$ 151,173	\$ -	\$ 151,173	0%		\$ -	0%
Property Taxes - Town (Rollback)	-	-	-	-	-	0%		-	0%
Property Taxes - County (Current)	9,285	-	9,285	-	9,285	0%		-	0%
Sales Taxes - Town	2,200	-	2,200	290	1,910	13%		222	31%
Sales Taxes - EDC	2,200	-	2,200	290	1,910	13%		222	31%
Interest Income	1,500	-	1,500	493	1,007	33%		256	93%
Total Revenue	\$ 166,358	\$ -	\$ 166,358	\$ 1,073	\$ 165,285	1%		\$ 699	54%
EXPENDITURES									
Professional Services	\$ -	\$ -	\$ -	\$ -	\$ -	0%		\$ -	0%
Developer Reimbursement	184,122	-	184,122	-	184,122	0%		-	0%
Transfers Out	-	-	-	-	-	0%		-	0%
Total Expenditures	\$ 184,122	\$ -	\$ 184,122	\$ -	\$ 184,122	0%		\$ -	0%
REVENUE OVER (UNDER) EXPENDITURES			\$ (17,764)	\$ 1,073				\$ 699	
Beginning Fund Balance October 1			42,764	42,764				25,751	
Ending Fund Balance Current Month			<u>\$ 25,000</u>	<u>\$ 43,837</u>				<u>\$ 26,450</u>	

TOWN OF PROSPER, TEXAS
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Expected Year to Date Percent 25.0%

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
REVENUES										
Sales Tax - Town	\$ 3,426,536	\$ -	\$ 3,426,536	\$ 797,131	\$ -	\$ 2,629,405	23%		\$ 759,405	5%
Interest Income	1,200	-	1,200	377	-	823	31%		444	-15%
Other	-	-	-	-	-	-	0%		-	0%
Total Revenue	\$ 3,427,736	\$ -	\$ 3,427,736	\$ 797,508	\$ -	\$ 2,630,228	23%		\$ 759,849	5%
EXPENDITURES										
Personnel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%		\$ 585,743	-100%
Other	1,200	-	1,200	-	-	1,200	0%		-	0%
Transfer Out	3,426,536	-	3,426,536	797,131	-	2,629,405	23%	1	-	0%
Total Expenditures	\$ 3,427,736	\$ -	\$ 3,427,736	\$ 797,131	\$ -	\$ 2,630,605	23%		\$ 585,743	-100%
REVENUE OVER (UNDER) EXPENDITURES	\$ -	\$ -	\$ -	\$ 377					\$ 174,107	
Beginning Fund Balance October 1			263,479	263,479					398,065	
Ending Fund Balance Current Month			<u>\$ 263,479</u>	<u>\$ 263,856</u>					<u>\$ 572,172</u>	

Notes

- 1 Payroll costs will be transferred monthly.

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Expected Year to Date Percent 25.0%

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
REVENUES										
Sales Tax - Town	\$ 3,460,319	\$ -	\$ 3,460,319	\$ 797,571	\$ -	\$ 2,662,748	23%		\$ 759,066	5%
Interest Income	600	-	600	402	-	198	67%		128	215%
Other	-	-	-	-	-	-	0%		-	0%
Total Revenue	\$ 3,460,919	\$ -	\$ 3,460,919	\$ 797,972	\$ -	\$ 2,662,947	23%		\$ 759,194	5%
EXPENDITURES										
Personnel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%		\$ 686,794	-100%
Other	2,400	-	2,400	-	-	2,400	0%		-	0%
Transfer Out	3,458,519	-	3,458,519	797,571	-	2,660,948	23%	1	-	0%
Total Expenditures	\$ 3,460,919	\$ -	\$ 3,460,919	\$ 797,571	\$ -	\$ 2,663,348	23%		\$ 686,794	-100%
REVENUE OVER (UNDER) EXPENDITURES	\$ -	\$ -	\$ -	\$ 402					\$ 72,399	
Beginning Fund Balance October 1			75,896	75,896					382,940	
Ending Fund Balance Current Month			<u>\$ 75,896</u>	<u>\$ 76,298</u>					<u>\$ 455,339</u>	

Notes

- 1 Payroll costs will be tranferred monthly.

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Expected Year to Date Percent 25.0%

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
REVENUES										
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%		360,000	-99%
Interest - Park Dedication	20,000	-	20,000	17,275	-	2,725	86%		11,584	49%
Interest - Park Improvement	20,000	-	20,000	11,533	-	8,467	58%		2,692	328%
Contributions/Grants	-	-	-	-	-	-	0%		-	0%
Transfers In	-	-	-	-	-	-	0%		-	0%
Total Revenue	\$ 2,390,000	\$ -	\$ 2,390,000	\$ 33,308	\$ -	\$ 2,356,692	1%		\$ 374,276	-91%
EXPENDITURES										
Transfers Out - Park Dedication	\$ 1,400,000	\$ -	\$ 1,400,000	\$ -	\$ -	\$ 1,400,000	0%		\$ -	0%
Park Dedication	-	-	-	-	-	-	0%		-	0%
Transfers Out - Park Improvement	750,000	-	750,000	-	-	750,000	0%		-	0%
Park Improvement	-	-	-	-	-	-	0%		-	0%
Total Expenditures	\$ 2,150,000	\$ -	\$ 2,150,000	\$ -	\$ -	\$ 2,150,000	0%		\$ -	0%
REVENUE OVER (UNDER) EXPENDITURES	\$ 240,000	\$ -	\$ 240,000	\$ 33,308					\$ 374,276	
Beginning Fund Balance October 1			1,416,524	1,416,524					1,232,390	
Ending Fund Balance Current Month			<u>\$ 1,656,524</u>	<u>\$ 1,449,832</u>					<u>\$ 1,606,666</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
REVENUES										
Interest Income	\$ 31,550	\$ -	\$ 31,550	\$ 16,579	\$ -	\$ 14,971	53%		\$ 81,702	-80%
Police Donation Revenue	15,500	-	15,500	5,379	-	10,121	35%		6,829	-21%
Cash Seizure Forfeiture	-	-	-	22,019	-	(22,019)	0%		1,495	1373%
Fire Donation Revenue	15,500	-	15,500	4,440	-	11,060	29%		3,966	12%
Child Safety Revenue	28,000	-	28,000	-	-	28,000	0%		1,394	-100%
Court Technology/Security Revenue	16,723	-	16,723	9,088	-	7,635	54%		8,037	13%
Municipal Jury revenue	170	-	170	102	-	68	60%		90	14%
Tree Mitigation	300,000	-	300,000	48,747	-	251,253	16%		-	0%
Escrow Income	-	-	-	-	-	-	0%		-	0%
LEOSE Revenue	3,000	-	3,000	-	-	3,000	0%		-	0%
60-A Inspection Revenue	-	-	-	960	-	(960)	0%		-	0%
Transfer In	-	-	-	-	-	-	0%		-	0%
Total Revenue	\$ 410,443	\$ -	\$ 410,443	\$ 107,314	\$ -	\$ 303,129	26%		\$ 103,513	4%
EXPENDITURES										
Police Donation Expense	\$ 25,000	\$ -	\$ 25,000	\$ 6,228	\$ -	\$ 18,772	25%		\$ -	0%
Police Seizure Expense	23,000	(15,000)	8,000	1,646	2,119	4,236	47%		-	0%
Fire Donation Expense	10,000	-	10,000	555	-	9,445	6%		29,890	-98%
Child Safety Expense	80,000	-	80,000	1,235	3,442	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	0%		-	0%
Total Expenses	\$ 1,023,060	\$ (15,000)	\$ 1,008,060	\$ 9,663	\$ 5,560	\$ 992,836	2%		\$ 29,890	-68%
REVENUE OVER (UNDER) EXPENDITURES	\$ (612,617)	\$ 15,000	\$ (597,617)	\$ 97,650					\$ 73,623	
Beginning Fund Balance October 1			2,733,034	2,733,034					2,356,265	
Ending Fund Balance Current Month			<u>\$ 2,135,417</u>	<u>\$ 2,830,684</u>					<u>\$ 2,429,888</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
REVENUES										
Hotel Occupancy Tax	\$ 302,675	\$ -	\$ 302,675	\$ -	\$ -	\$ 302,675	0%		\$ -	0%
Interest Income	2,000	-	2,000	-	-	2,000	0%		-	0%
Other	-	-	-	-	-	-	0%		-	0%
Total Revenue	\$ 304,675	\$ -	\$ 304,675	\$ -	\$ -	\$ 304,675	0%		\$ -	0%
EXPENDITURES										
Personnel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%		\$ -	0%
Hotel Occupancy Tax Rebate	100,892	-	100,892	-	-	100,892	0%		-	0%
Other	-	-	-	-	-	-	0%		-	0%
Total Expenditures	\$ 100,892	\$ -	\$ 100,892	\$ -	\$ -	\$ 100,892	0%		\$ -	0%
REVENUE OVER (UNDER) EXPENDITURES	\$ 203,783	\$ -	\$ 203,783	\$ -					\$ -	
Beginning Fund Balance October 1			-	-					-	
Ending Fund Balance Current Month			<u>\$ 203,783</u>	<u>\$ -</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
REVENUES										
Water Charges for Services	\$ 27,821,398	\$ -	\$ 27,821,398	\$ 6,009,503	\$ -	\$ 21,811,895	22%	4	\$ 5,947,811	1%
Sewer Charges for Services	18,074,593	-	18,074,593	4,007,671	-	14,066,922	22%	4	3,310,777	21%
Licenses, Fees & Permits	193,000	-	193,000	129,302	-	63,698	67%		123,047	5%
Utility Billing Penalties	205,500	-	205,500	65,582	-	139,918	32%	2	83,699	-22%
Interest Income	350,000	-	350,000	123,948	-	226,052	35%		147,060	-16%
Other	691,700	-	691,700	239,968	-	451,732	35%		194,541	23%
Transfer In	-	-	-	-	-	-	0		-	0%
Total Revenues	\$ 47,336,191	\$ -	\$ 47,336,191	\$ 10,575,974	\$ -	\$ 36,760,217	22%		\$ 9,806,935	8%
EXPENDITURES										
Administration	\$ 996,176	\$ -	\$ 996,176	\$ 616,790	\$ 102,596	\$ 276,789	72%	3,5	\$ 533,073	16%
Debt Service	8,313,546	-	8,313,546	1,550	-	8,311,996	0%	1	-	0%
Water Purchases	15,819,798	-	15,819,798	3,757,182	-	12,062,616	24%	6	2,241,611	68%
Wastewater Treatment Fees	6,035,065	-	6,035,065	1,301,956	-	4,733,109	22%		1,432,313	-9%
Franchise Fee	2,172,380	-	2,172,380	491,004	-	1,681,376	23%		284,214	73%
Public Works	10,776,413	-	10,776,413	2,394,117	620,258	7,762,038	28%	3	2,219,608	8%
Transfer Out	1,829,753	-	1,829,753	457,438	-	1,372,315	25%		330,175	39%
Total Expenses	\$ 45,943,131	\$ -	\$ 45,943,131	\$ 9,020,037	\$ 722,854	\$ 36,200,240	21%		\$ 7,040,993	28%
REVENUE OVER (UNDER) EXPENDITURES	\$ 1,393,060	\$ -	\$ 1,393,060	\$ 1,555,937					\$ 2,765,941	
Beginning Working Capital October 1			15,641,775	15,641,775					12,212,476	
*Ending Working Capital			<u>\$ 17,034,835</u>	<u>\$ 17,197,712</u>					<u>\$ 14,978,417</u>	

Notes

- 1 Annual debt service payments are made in February and August.
- 2 FY25 initiatives to encourage auto-drafts and payment reminders have resulted in more timely payments and a reduction of penalties.
- 3 Contracts encumbered at the beginning of the year cause YTD percent to be higher than expected in early months.
- 4 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.
- 5 Property and Liability insurance paid early in the fiscal year causing higher than expected YTD percentages.
- 6 December invoice paid in January for prior year, resluting in a lower YTD amount in FY25 vs. FY26.
- * Minimum Ending Working Capital balance for FY26 = \$10,637,474 (25%).

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WATER-SEWER FUND

	Dec-25		Dec-24		Growth % Change
	WATER	SEWER	WATER	SEWER	
# of Accts Residential	14,241	13,540	13,666	12,968	4.31%
# of Accts Commercial	522	476	478	432	9.67%
Consumption-Residential	121,904,560	94,329,388	124,321,640	91,289,820	0.29%
Consumption-Commercial	27,159,480	19,325,600	25,698,100	17,538,160	7.51%
Consumption-Commercial Irrigation	16,778,390		21,378,110		-21.52%
Avg Total Res Water Consumption	8,559		9,080		-5.74%
Billed (\$) Residential	\$ 974,811	\$ 1,128,511	\$ 929,362	\$ 943,652	4.89%
Billed (\$) Commercial	\$ 258,894	\$ 244,676	\$ 268,315	\$ 183,128	-3.51%
Billed (\$) Commercial Irrigation	\$ 164,935		\$ 201,829		-18.28%
Total Billed (\$)	\$ 1,398,640	\$ 1,373,188	\$ 1,399,505	\$ 1,126,780	9.72%

575

44

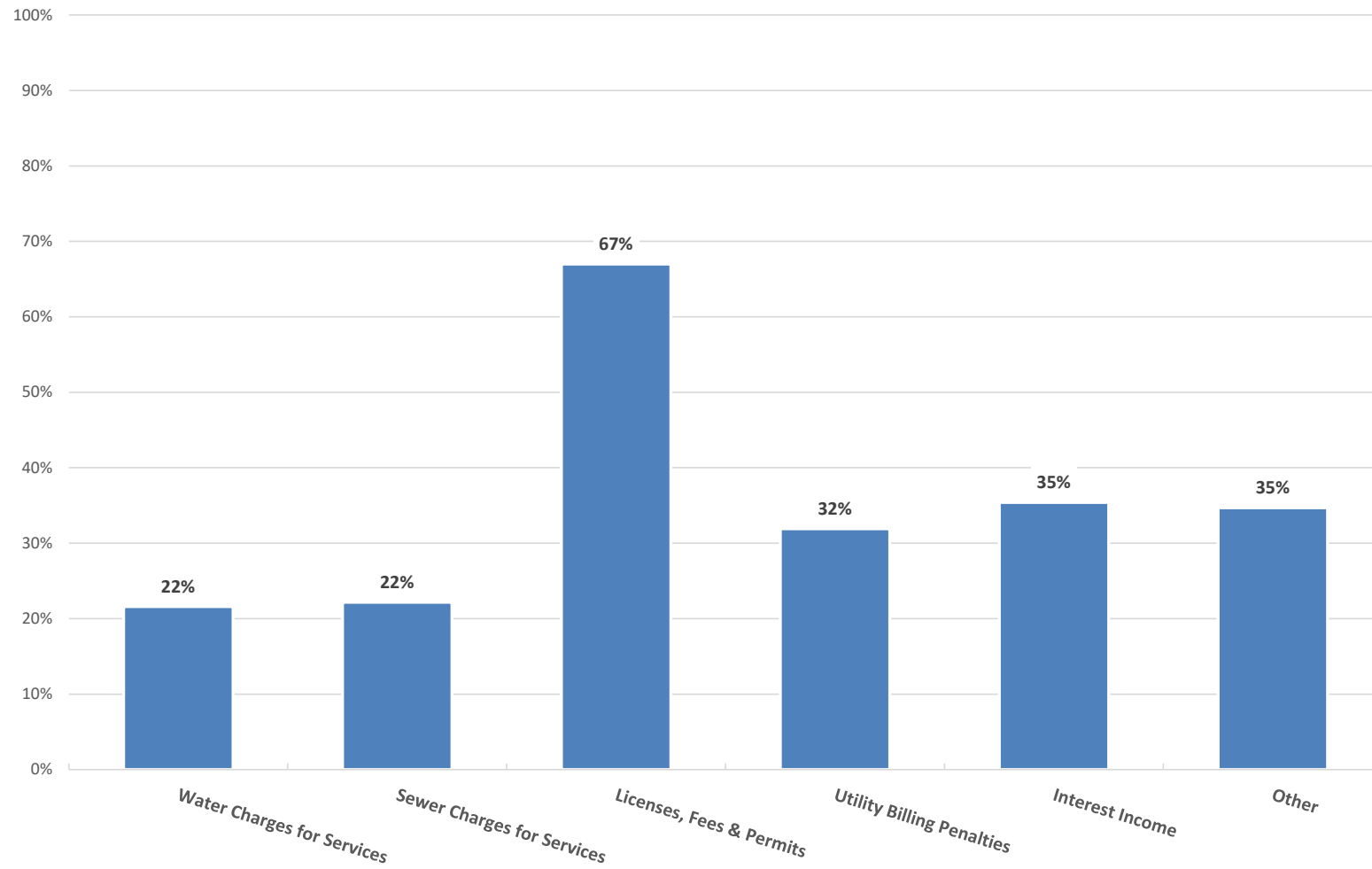
Month	FY2026			FY2025		
	Avg. Temp (°F)	# Rain Days	Rainfall (in)	Avg. Temp (°F)	# Rain Days	Rainfall (in)
October	73°	4	3.05	75°	1	0.41
November	63°	7	4.1	61°	9	4.09
December	54°	2	0.03	61°	13	5.91
January				43°	6	5.94
February				49°	10	2.12
March				64°	7	1.31
April				69°	10	4.65
May				74°	10	6.07
June				82°	6	3.09
July				85°	11	2.58
August				85°	4	2.97
September				81°	6	3.08
Annual		13	7.18		93	42.22

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		6,340	6,932	44,142
February		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
TOTAL (gal)	36,915	149,124	151,830	

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

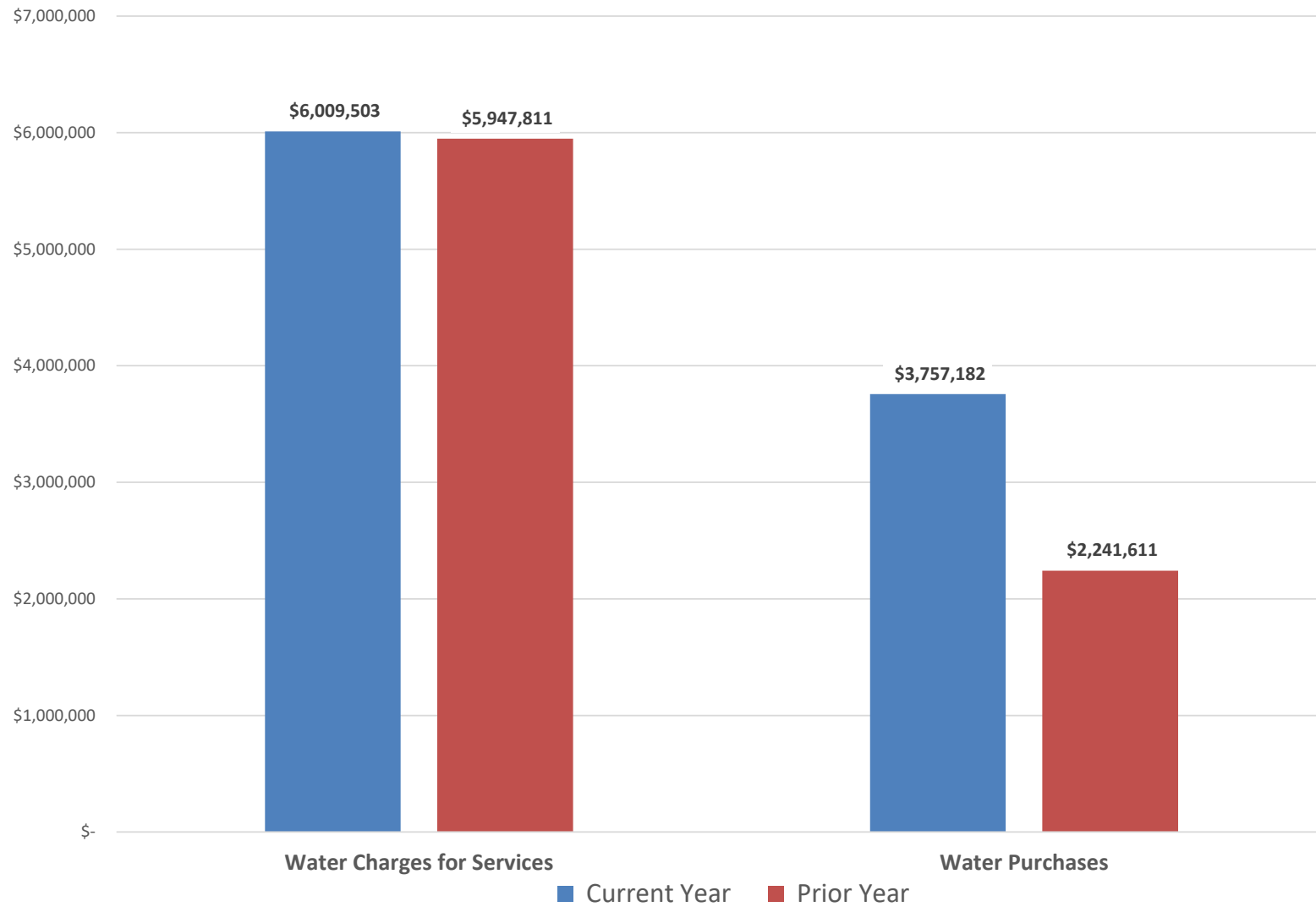
WATER SEWER FUND

REVENUE YTD % OF ANNUAL BUDGET



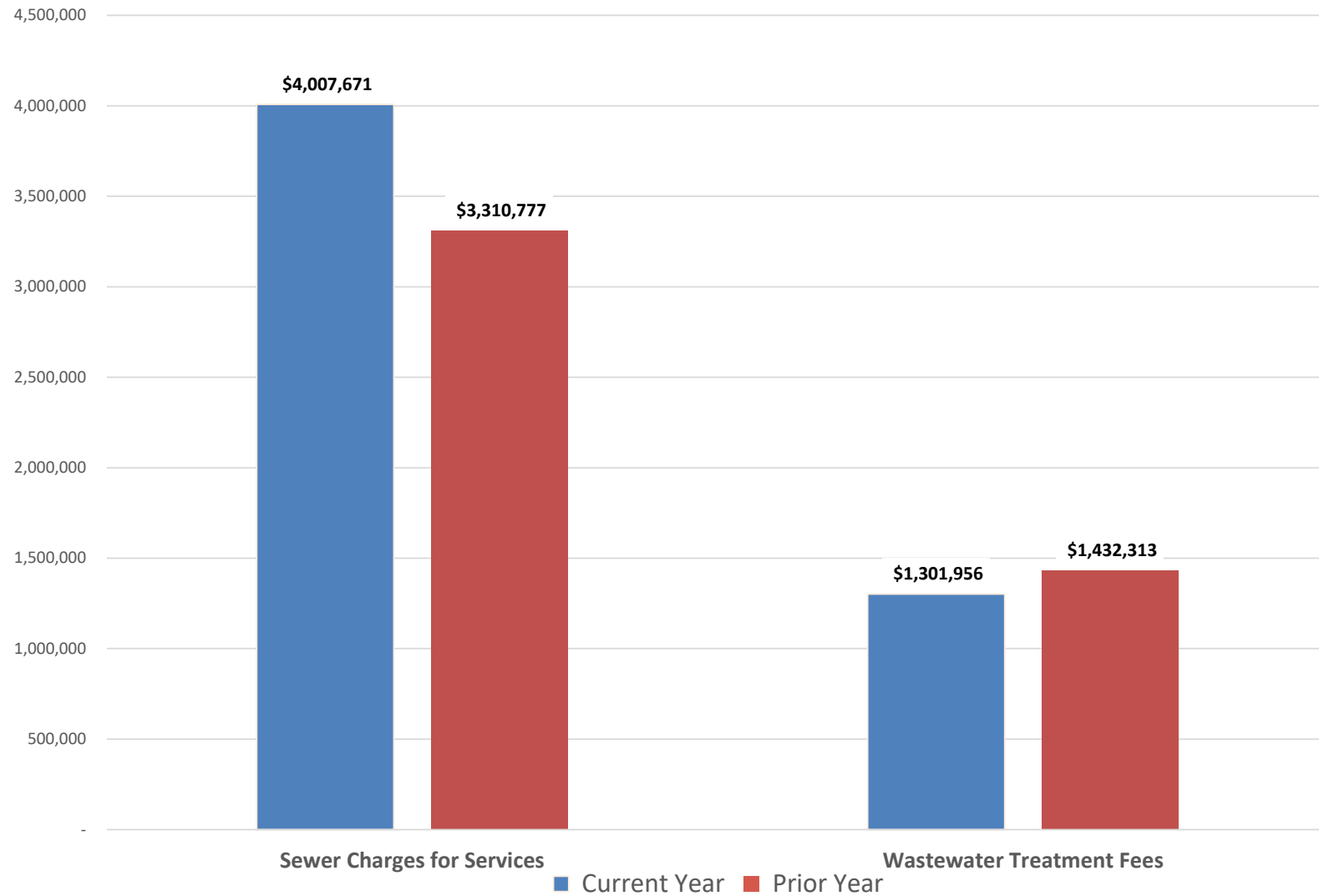
WATER REVENUE AND EXPENSE

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
REVENUES										
Storm Drainage Utility Fee	\$ 1,726,111	\$ -	\$ 1,726,111	\$ 336,569	\$ -	\$ 1,389,542	19%	3	\$ 243,635	38%
Drainage Review Fee	25,000	-	25,000	5,900	-	19,100	24%		-	0%
Interest Income	8,000	-	8,000	4,119	-	3,881	51%		2,732	51%
Other Revenue	-	-	-	12,000	-	(12,000)	0%		-	0%
Transfer In	-	-	-	-	-	-	0%		-	0%
Total Revenue	\$ 1,759,111	\$ -	\$ 1,759,111	\$ 358,588	\$ -	\$ 1,400,523	20%		\$ 246,367	46%
EXPENDITURES										
Administration	\$ 558,690	\$ -	\$ 558,690	\$ 99,818	\$ -	\$ 458,872	18%		\$ 90,941	10%
Debt Service	220,338	-	220,338	-	-	220,338	0%	2	-	0%
Operating Expenditures	119,546	(990)	118,556	10,333	887	107,336	9%		5,262	96%
Capital	267,374	-	267,374	-	-	267,374	0%		-	0%
Transfers Out	229,954	-	229,954	7,488	-	222,466	3%	1	39,499	-81%
Total Expenses	\$ 1,395,902	\$ (990)	\$ 1,394,912	\$ 117,640	\$ 887	\$ 1,276,385	8%		\$ 135,701	-13%
REVENUE OVER (UNDER) EXPENDITURES	\$ 363,209	\$ 990	\$ 364,199	\$ 240,948					\$ 110,666	
Beginning Working Capital October 1			47,158	47,158					251,393	
Ending Working Capital Current Month			<u>\$ 411,357</u>	<u>\$ 288,106</u>					<u>\$ 362,059</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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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
REVENUES										
Sanitation Charges for Services	\$ 3,938,626	\$ -	\$ 3,938,626	\$ 1,010,392	\$ -	\$ 2,928,234	26%	2	\$ 811,753	24%
Interest Income	3,500	-	3,500	3,227	-	273	92%		1,369	136%
Transfer In	-	-	-	-	-	-	0%		-	0%
Total Revenues	\$ 3,942,126	\$ -	\$ 3,942,126	\$ 1,013,619	\$ -	\$ 2,928,507	26%		\$ 813,122	25%
EXPENDITURES										
Administration	\$ 75,588	\$ (30,000)	\$ 45,588	\$ 13,176	\$ -	\$ 32,412	29%	1	\$ 14,954	-12%
Sanitation Collection	3,445,196	-	3,445,196	596,648	2,848,548	-	100%		-	0%
Capital Expenditure	-	-	-	-	-	-	0%		-	0%
Debt Service	257,501	-	257,501	64,375	-	193,126	25%		-	0%
Transfer Out	195,951	30,000	225,951	41,488	-	184,463	18%		-	0%
Total Expenses	\$ 3,974,236	\$ -	\$ 3,974,236	\$ 715,686	\$ 2,848,548	\$ 410,002	90%		\$ 14,954	4686%
REVENUE OVER (UNDER) EXPENDITURES	\$ (32,110)	\$ -	\$ (32,110)	\$ 297,933					\$ 798,168	
Beginning Working Capital October 1			168,668	168,668					52,403	
Ending Working Capital			<u>\$ 136,558</u>	<u>\$ 466,601</u>					<u>\$ 850,571</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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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
REVENUES										
Charges for Services	\$ 1,566,797	\$ 5,267	\$ 1,572,064	\$ 393,016	\$ -	\$ 1,179,048	25%		\$ 393,016	0%
Grant Revenue	-	-	-	-	-	-	0%		-	0%
Other Reimbursements	-	-	-	13,650	-	(13,650)	0%		-	0%
Interest Income	250,000	-	250,000	49,716	-	200,284	20%		59,513	-16%
Auction Proceeds	150,000	-	150,000	-	-	150,000	0%		107,500	-100%
Total Revenue	\$ 1,966,797	\$ 5,267	\$ 1,972,064	\$ 456,382	\$ -	\$ 1,515,682	45%		\$ 560,029	-116%
EXPENDITURES										
Vehicle Replacement	\$ 1,972,462	\$ 400	\$ 1,972,862	\$ 112,653	\$ 1,066,073	\$ 794,135	60%	1	\$ 149,425	-25%
Equipment Replacement	77,706	1,089,094	1,166,800	56,815	751,619	358,366	69%	1	-	0%
Technology Replacement	1,089,094	(1,089,094)	-	-	-	-	0%		-	0%
Total Expenditures	\$ 3,139,262	\$ 400	\$ 3,139,662	\$ 169,468	\$ 1,817,692	\$ 1,152,502	63%		\$ 149,425	13%
REVENUE OVER (UNDER) EXPENDITURES	\$ (1,172,465)	\$ 4,867	\$ (1,167,598)	\$ 286,914					\$ 410,604	
Beginning Fund Balance October 1			5,210,166	5,210,166					6,055,897	
Ending Fund Balance Current Month			<u>\$ 4,042,568</u>	<u>\$ 5,497,080</u>					<u>\$ 6,466,501</u>	

Notes

- 1 Contracts encumbered at the beginning of the year cause YTD percent to be higher than expected in early months.

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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
REVENUES										
Health Charges	\$ 7,231,912	\$ -	\$ 7,231,912	\$ 1,090,310	\$ -	\$ 6,141,602	15%	1	\$ 1,094,328	0%
Cobra and Stop Loss Reimbursements	300,000	-	300,000	65,672	-	234,328	22%		87,163	-25%
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	\$ 1,157,818	\$ -	\$ 7,104,094	14%		\$ 1,184,367	-2%
EXPENDITURES										
Contractual Services	\$ 133,911	\$ -	\$ 133,911	\$ 43,580	\$ -	\$ 90,331	33%		\$ 13,094	233%
Employee Health Insurance/Claims	8,371,480	-	8,371,480	1,784,493	619	6,586,368	21%		1,462,257	22%
Total Expenditures	\$ 8,505,391	\$ -	\$ 8,505,391	\$ 1,828,073	\$ 619	\$ 6,676,699	22%		\$ 1,475,351	24%
REVENUE OVER (UNDER) EXPENDITURES	\$ (243,479)	\$ -	\$ (243,479)	\$ (670,255)					\$ (290,984)	
Beginning Fund Balance October 1			435,819	435,819					148,135	
Ending Fund Balance Current Month			<u>\$ 192,340</u>	<u>\$ (234,436)</u>					<u>\$ (142,849)</u>	

Notes

- 1 Health Charges expected to increase later in the FY. New plan year starts January 2026. Additional staff budgeted February 2026.

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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)	\$ -	\$ 2,262,180			
Contributions/Interlocal Revenue		3,600,000	-	3,600,000	-			
Bond Proceeds - 2026 GO Bonds		23,297,062	-	23,297,062	-			
Interest Income		3,000,000	-	3,000,000	1,084,070			
Transfers In - Impact Fee Funds		5,500,000	-	5,500,000	-			
Transfers In - Tree Mitigation		850,000	-	850,000	-			
Transfers In - Park Dedication/Improvement		2,150,000	-	2,150,000	-			
Grants		-	-	-	243,637			
Other Revenue		-	-	-	-			
Transfers In		-	-	-	-			
Total Revenues		<u>\$ 48,897,062</u>	<u>\$ (10,500,000)</u>	<u>\$ 38,397,062</u>	<u>\$ 3,589,887</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								
Street & Traffic Projects								
<u>Street Projects</u>								
First Street (DNT - Coleman)	\$ 24,758,067	\$ -	\$ -	\$ 24,758,067	\$ 2,867	\$ 87,046	\$ 3,466,462	\$ 21,201,693
Coit Road (First-Frontier)	27,789,900	-	-	27,789,900	1,326,956	9,658,873	2,286,547	14,517,524
DNT Main Lane (US 380 - FM 428)	7,671,186	-	-	7,671,186	-	-	5,114,123	2,557,063
Fishtrap (Elem-DNT)	32,230,732	-	-	32,230,732	71,779	461,859	31,499,530	197,563
Teel (US380 Intersection Improv.)	-	-	493,527	493,527	493,527	-	-	-
First Street (Coit-Custer) 4 Lanes	26,563,812	-	-	26,563,812	210	17,000	26,372,036	174,567
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	37,611	32,393	719,042	4,360,954
Coleman (Gorgeous - Talon)	4,022,596	15,500,000	1	19,522,597	4,458	191,152	2,847,712	16,479,275
Legacy (Prairie - Fishtrap) - 4 lan	10,000,000	-	904,963	10,904,963	-	26,510	10,171,519	706,934
Teel Parkway (US 380 - Fishtrap Rd)	6,040,289	-	-	6,040,289	1,197	-	6,056,103	(17,012)
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	121	57,110	46,645
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	-	-	608,940	91,060
First Street (Coleman - Craig)	2,500,000	-	-	2,500,000	-	58,489	516,408	1,925,103
Gee Road (US 380 - FM 1385) - 2 NB	3,900,000	1,100,000	-	5,000,000	5,020	145,832	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	54,308	130,515	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	-	235,847	619,844	26,510
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	97,145	623,550	260,306	219,000
Roundabout Peer Review and Tho	28,500	-	-	28,500	-	4,463	24,038	-
West Gorgeous (McKinley-Colema	230,000	-	-	230,000	-	138,868	84,128	7,004
Godwin Parkway (DNT - BNSF RR)	-	2,000,000	-	2,000,000	-	-	-	2,000,000
Whitley Place/First St. - Open Spac	-	250,000	-	250,000	-	-	-	250,000
Unprogrammed Future Projects	522,874	-	(27,917)	494,957	-	-	-	494,957

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
December 31, 2025

GOVERNMENTAL CAPITAL PROJECTS FUND

Street & Traffic Projects

Traffic Projects

	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
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	-	521,774	39,304	102,642
Traffic Signal Acacia Parkway/Gee R	667,573	-	-	667,573	-	21,180	645,373	1,020
Traffic Signal First Street/Legacy	992,259	-	1,280	993,539	-	745,311	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	42,356	194,087	113,650	7,020
First/Copper Canyon Pedestrian	331,054	-	-	331,054	42,356	171,551	108,867	8,280
First/Chaucer Pedestrian Hybri	316,374	-	-	316,374	42,356	159,071	106,658	8,290
Tr. Signal (Denton-Fishtrap)	390,428	-	-	390,428	-	-	377,974	12,454
Traffic Improvement Projects (767,160	1,500,000	-	2,267,160	5,655	-	-	2,261,505
Traffic Signal Communications P	495,000	-	-	495,000	-	-	-	495,000
Traffic Signal - Legacy & Prai	525,000	140,000	-	665,000	-	-	-	665,000
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	-	85,000	-	-	-	85,000
Traffic Signal - Legacy & Starwood	-	85,000	-	85,000	-	-	-	85,000
Total Street & Traffic Projects	\$ 164,664,563	\$ 25,340,000	\$ 1,407,264	\$ 191,411,826	\$ 2,423,495	\$ 14,303,733	\$ 97,191,761	\$ 77,492,839

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
December 31, 2025

GOVERNMENTAL CAPITAL PROJECTS FUND

Park Projects

Neighborhood Park

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
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	8,919
Downtown Park (Broadway/Parvin)	1,158,240	200,000	(120,000)	1,238,240	2,825	4,122	1,132,235
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

Trails

Doe Branch Trail Connections	1,684,000	-	-	1,684,000	-	425,264	124,111	1,134,624
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Downtown Improvements

Downtown Improvements	329,383	-	9,930	339,313	74,057	17,866	239,166	8,224
Downtown Monumentation	164,700	-	40,531	205,231	-	40,890	164,341	-
Downtown Monumentation, Broadway &	370,000	255,000	(43,461)	581,539	-	-	-	581,539
Prosper Parking Lot and Alley Impro	552,500	-	(1,000)	551,500	555	21,950	100,550	428,445

Community Park

Raymond Community Park	24,787,000	128,000	390,000	25,305,000	2,829,635	2,919,072	17,375,181	2,181,112
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	20,100	31,800	82,700	5,400
Dream Park	-	3,000,000	-	3,000,000	21	2,057,990	-	941,989
Playgr. Shade Struct.-Pecan Gr	160,000	-	-	160,000	-	-	158,923	1,077

Median/ Landscape Screening

US 380 Green Ribbon Lndscp- Irrigat	2,295,000	-	-	2,295,000	319,629	217,895	1,281,909	475,567
Mahard Medians	-	500,000	-	500,000	5,400	44,600	-	450,000
Prairie Medians	-	250,000	-	250,000	-	50,000	-	200,000
Richland Median Lndscp (Prosper Com	-	150,000	-	150,000	-	-	-	150,000
Prosper Trail Screening (Preston -	550,000	-	-	550,000	45,739	29,836	472,986	1,439
Parks Master Plan Update	140,000	-	-	140,000	-	-	132,707	7,293
Unprogrammed Future Projects	400,190	-	-	400,190	-	-	-	400,190

Total Park Projects

\$ 40,258,070	\$ 6,353,000	\$ 275,999	\$ 46,887,069	\$ 3,614,674	\$ 6,918,087	\$ 26,288,505	\$ 10,065,802
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TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
December 31, 2025

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
Facility Projects								
<u>Public Safety</u>								
Fire Station #4 Design	\$ 950,680	\$ -	\$ -	\$ 950,680	\$ 23,859	\$ 85,026	\$ 856,971	\$ (15,175)
Fire Station #4 Other Developm	413,422	-	-	413,422	4,621	28,111	111,496	269,195
Fire Station #4 Construction	11,610,003	-	-	11,610,003	2,205,629	2,722,527	6,534,244	147,602
Fire Station #4 (FF&E)	700,000	-	-	700,000	-	293,294	-	406,706
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	-	16,435	-	-
Fire Station 3 BAS System	-	-	39,694	39,694	-	39,694	-	-
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	-	11,200,000	98,320	1,143,203	777,468	9,181,009
Finish Out Interior Spaces Town Hal	685,416	-	-	685,416	104,028	161,663	419,725	-
Library Master Pan	130,000	-	-	130,000	-	13,989	116,011	-
Town Hall Repairs - N. Parking	290,892	-	-	290,892	37,466	202,937	50,489	-
Facility Improvement Projects	-	300,000	(241,223)	58,777	-	-	-	58,777
Unprogrammed Future Projects	511,916	-	-	511,916	-	-	-	511,916
Total Facility Projects	\$ 25,966,007	\$ 5,697,062	\$ 1	\$ 31,663,071	\$ 2,485,697	\$ 4,968,593	\$ 12,688,657	\$ 11,520,125
Transfer Out								
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	-	-	-
Total Expenditures	\$ 230,888,640	\$ 38,390,062	\$ 1,683,264	\$ 270,961,966	\$ 9,523,866	\$ 26,190,413	\$ 136,168,922	\$ 99,078,766
REVENUE OVER (UNDER) EXPENDITURES				\$ (232,564,904)	\$ (5,933,979)			
Beginning Fund Balance (Restricted for Capital Projects) October 1				79,149,405	79,149,405			
Ending Fund Balance (Restricted for Capital Projects) Current Month				\$ (153,415,499)	\$ 73,215,426			

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
December 31, 2025

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
REVENUES								
Interest Income		\$ 807,800	\$ -	\$ 807,800	\$ 602,709			
Bond Proceeds		26,538,619	-	26,538,619	-			
Grant Revenue		-	-	-	-			
Transfers In		-	-	-	-			
Transfers In - Impact Fee Funds		6,868,378	-	6,868,378	-			
Transfers In - Drainage Fund		200,000	-	200,000	-			
Total Revenues		<u>\$ 34,214,797</u>	<u>\$ -</u>	<u>\$ 34,214,797</u>	<u>\$ 602,709</u>			
EXPENDITURES								
Water Projects								
Lower Pressure Plane 42"	\$ 18,931,100	\$ -	\$ -	\$ 18,931,100	\$ -	\$ -	\$ 18,510,550	\$ 420,550
LPP Water Line Phase, 2A	9,000,000	-	-	9,000,000	42	-	7,919,646	1,080,312
Water Line Relocation-Frontier Park	6,900,000	-	-	6,900,000	2,093,545	1,966,132	1,554,570	1,285,753
Parks & Public Works, Phase 1	5,600,000	-	-	5,600,000	49,160	571,763	388,007	4,591,070
DNT (Prosper Trail - Frontier Parkw	23,785	-	-	23,785	-	-	3,585	20,200
Water Impact Fee Analysis	105,627	-	-	105,627	-	139	105,487	-
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	58,619	227,715	524,677	12,983,990
Craig Street 2 MG EST Rehabili	460,000	2,540,000	-	3,000,000	26,795	268,850	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
Wastewater Projects								
Doe Branch Parallel Interceptor	16,253,327	-	-	16,253,327	-	-	3,750,000	12,503,327
Upper Doe Branch WW Line	8,025,000	-	(261,980)	7,763,021	715,679	1,644,109	4,573,501	829,731
Sewer Impact Fee Analysis	115,947	-	-	115,947	-	139	115,807	-
Doe Branch, Phase 3 WWTP	104,946,277	-	-	104,946,277	-	3,835	33,636,712	71,305,730
Wilson Creek WW Line	400,000	-	-	400,000	-	-	305,286	94,714
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>\$ 3,205,819</u>	<u>\$ 5,701,283</u>	<u>\$ 71,486,261</u>	<u>\$ 111,928,070</u>
Drainage Projects								
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>
Transfer Out								
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>\$ 3,705,819</u>	<u>\$ 5,715,755</u>	<u>\$ 71,718,144</u>	<u>\$ 112,205,101</u>
REVENUE OVER (UNDER) EXPENDITURES				\$ (159,130,020)	\$ (3,103,110)			
Beginning Fund Balance (Restricted for Capital Projects) October 1				95,644,027	95,644,027			
Ending Fund Balance (Restricted for Capital Projects) Current Month				<u>\$ (63,485,993)</u>	<u>\$ 92,540,917</u>			

TOWN OF PROSPER

REPORT TO TOWN COUNCIL

FY 2026 RESULTS OF FIRST QUARTER ENDING DECEMBER 31, 2025

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

In summary, various accounts have been over and under budget, with detailed comments discussed below. With 25% of the year now complete, results for the major operations of the funds with related commentary are:

GENERAL FUND

- Revenues total \$14,601,711 or 21% of annual budget.
- Property Tax Collections are 20% of annual budget.
- Sales Tax Revenues are 23% of annual budget.
- Franchise Fees are 16% of annual budget.
- Building Permit Revenues are 15% of annual budget.
- Expenditures total \$17,288,393, or 25% of annual budget
- Current fund balance is temporarily below the 21% reserve but is expected to be in compliance once outstanding revenues are received.

Revenues

It is common for a disproportionate share of General Fund revenues to be received early in the fiscal year. The Town's largest revenue source, property taxes, is due January 31st. In prior years, a large portion of property taxes would be paid by December 31st. This year, collections are behind as of December 31st however, large deposits have already been seen in January 2026 that are anticipated to return the into alignment with prior years. Sales tax collections are 5% higher than the prior year. Franchise fees are below the expected percentage, which is common since these fees are paid after the services have been rendered, but are 46% higher than the previous year. Building Permit revenue is under expected percentages but is up 10% compared to the previous year. Building permits are often slow to start the fiscal year.

Expenditures

Overall, the General Fund expenditures are in line with budget as of the reporting date, with encumbrances making up 5% of the total. A large emphasis was made to encumber expected funds early in the year to give departments a better look at actual budgets remaining as the year progresses. Fire and Police show large increases when compared to previous years. This is related to

all payroll expenditures being moved from the special purpose districts to the General fund. All departments are projected to remain below budget.

IMPACT FEE REVENUES

- Street Impact Fees for East Thoroughfare Impact Fees total \$417,648 which is 35% of annual budget
- Street Impact Fees for West Thoroughfare Impact Fees total \$1,317,929 which is 29% of annual budget
- Water Impact Fees total \$564,455 which is 17% of annual budget
- Wastewater Impact Fees total \$301,060 which is 15% of annual budget

Due to their nature, impact fee revenue can fluctuate significantly throughout the year. West impact fees are primarily generated from single-family residential development and are recognized when builders obtain individual home permits, resulting in a more consistent flow of revenue throughout the year. In contrast, large multi-family permits are collected in a single payment, leading to greater variability.

WATER & SEWER FUND

- Revenues total \$10,575,974 or 22% of annual budget which is up 8% from prior year
- Expenditures total \$9,742,891 which is 21% of annual budget

Revenues

Due to a mild summer, consumptions rates are lower than in previous years, however, accounts have continued to rise. The number of accounts increased by about 620 over the last calendar year. Consumption will be monitored throughout the year, but at this time, there are no concerns of drastic shortfalls in revenue.

Expenditures

Due to the “take or pay” fee structures with regional providers, water and sewer expenditures typically experience less seasonal variation than revenues. Both water purchases and sewer treatment costs are below budget as of December 2025. Year-over-year increases are attributed to higher rates charged by regional suppliers.

HEALTH FUND

- Expenditures total \$1,828,692 which is 22% of revised budget and up 24% from prior year

Health fund revenues are currently below the expected percentage. This is primarily due to vacancies, the new plan year beginning in January 2026, and new FY positions slated for hire in February 2026. Once staffing levels increase and the new rates take effect, revenues will increase to offset the early shortfall.

Mario Canizares
Town Manager



TOWN SECRETARY

To: Mayor and Town Council

From: Michelle Lewis Sirianni, Town Secretary

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

Re: Designating a Representative to NCT 9-1-1 Board

Town Council Meeting – January 27, 2026

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon a Resolution appointing a member of the Prosper Town Council to the North Central Texas (NCT) Regional 9-1-1 Emergency Communications District Board of Managers.

Description of Agenda Item:

On April 26, 2016, the Town Council approved Resolution 16-28 authorizing the creation of the North Central Texas Regional 9-1-1 Emergency Communications District (RECD). In 2018, the Town Council appointed Councilmember Jeff Hodges to serve as the Town's representative to the Board of Managers of the NCT9-1-1 Program, and every two years he has been reappointed by the Town Council to serve as the Town's representative.

It is currently the Town's time to reappoint a Town representative to serve for the upcoming two years.

Legal Obligations and Review:

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

Attached Documents:

1. Resolution

Town Staff Recommendation:

Town staff recommends the Town Council approve a Resolution appointing a member of the Prosper Town Council to the North Central Texas (NCT) Regional 9-1-1 Emergency Communications District Board of Managers.

Proposed Motion:

I move to approve a Resolution reappointing Jeff Hodges to the North Central Texas Regional 9-1-1 Emergency Communications District Board of Managers, and appointing Cameron Reeves as the Town of Prosper representative effective June 1, 2026.

TOWN OF PROSPER, TEXAS**RESOLUTION NO. 2026-XX**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, APPOINTING A REPRESENTATIVE TO THE NORTH CENTRAL TEXAS REGIONAL 9-1-1 EMERGENCY COMMUNICATIONS DISTRICT BOARD OF MANAGERS; MAKING FINDINGS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Resolution No. 16-28, approved by the Prosper Town Council on April 26, 2016, provides that the Town Council has authorized the creation of the North Central Texas Regional 9-1-1 Emergency Communications District; and

WHEREAS, the proposed bylaws of the District provide that the District shall be governed by a Board of Managers consisting of elected officials, which shall be comprised of one representative from each of the following entities: Collin County, the Town of Prosper, the City of McKinney, the City of Allen, the City of Frisco, and the City of Murphy.

WHEREAS, the Town Council desires to appoint a representative to the Board of Managers.

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

SECTION 1

The Prosper Town Council hereby reappoints Jeff Hodges as the Town of Prosper representative to the Regional 9-1-1 Emergency Communications District Board of Managers, and appoints Cameron Reeves to the 9-1-1 Emergency Communications District Board of Managers effective June 1, 2026. Such term will be effective upon the approval date of this resolution.

SECTION 2

This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS ON THIS 27TH DAY OF JANUARY 2026.

APPROVED:

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney



PUBLIC WORKS

To: Mayor and Town Council

From: Carrie Jones, Director of Public Works

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

Re: Professional Services Agreement – Public Works/Parks Service Center

Town Council Meeting – January 27, 2026

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon ratifying an expenditure to Maya Underground Construction for the repair of a 12" water line at Dallas Parkway and Frontier Parkway in the amount of \$180,670.

Description of Agenda Item:

On November 17, 2025, a Town Construction Superintendent was notified by Public Works about a possible water line leak at the Southwest Corner of DNT and Frontier, and the possibility of a warranty claim on a 20" water line that had been placed there by a Town contractor. Public Works noticed water leaking from a valve stack on the west side of the intersection while completing daily flushing. The contractor was notified, they responded and excavated a hole to the location of the water line (approximately 18' deep), it was discovered that the leak was coming from the eastside of the intersection through a steel conduit that had been placed to carry the water line under the DNT right of way. The contractor mobilized to the east side and excavated a hole to the location of the water line (approximately 20' deep) and found that the water line was leaking at the first joint into the steel pipe carrier. The leak was not present when the line was pressure tested as part of final acceptance.

Since the installation of the water line, the HEB development utility contractor had tied into this line and extended into the development. The water leak appeared to be caused by the joint pulling or misaligning, but no definitive cause could be established or who the responsible party was at fault.

Budget Impact:

The cost of the excavation and repair to the waterline totals \$180,670 to be funded out of the Professional Services Line Item in the Water Division of Public Works (70050520-56700).

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. Repair Invoice

Town Staff Recommendation:

Town Staff recommend the Town Council ratify the expenditure with Maya Underground Construction for the repair of the 12" water line at Dallas Parkway and Frontier Parkway in the amount of \$180,670.

Proposed Motion:

I move to ratify the expenditure with Maya Underground Construction for the repair of the 12" water line at Dallas Parkway and Frontier Parkway in the amount of \$180,670.

DNTW WL Repair Exploration



**Maya
Underground
Contractors**

Maya Underground Contractors, LLC.

PO Box 39

Weston, TX 75097

Contact: Osa Gaisoa

Phone: 469.343.9597

Email: Osa@Mayaunderground.com

Quote To: Town of Prosper

Attention: Adam Gerster

Phone: 972.569.1165

Email:

Job Name: DNTW WL Repair Exploratio

Date of Plans: N/A

Revisions: N/A

City of Project: Prosper

Plan Pages:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	* WEST DNTW *				
100	Mobilization and Pothole	1.00	EA	8,400.00	8,400.00
101	Custom Trench safety and Dewatering	1.00	LS	21,900.00	21,900.00
102	Dissassemble & Repair Line inspect line	1.00	LS	22,900.00	22,900.00
103	Excavation/ Backfill/ Restore	1.00	LS	10,940.00	10,940.00
104	TV/ Vacuum surge and clean	410.00	LF	43.00	17,630.00
	* SUBTOTAL - WEST END				\$81,770.00
	* EAST EXPLORATION *				
200	Custom Trench safety and Dewatering < 20'	1.00	LS	27,500.00	27,500.00
201	Excavation/ Explore and identify	1.00	LS	39,600.00	39,600.00
202	Repair/ modify Trench safety and restoration	1.00	LS	31,800.00	31,800.00
	* SUBTOTAL - EAST DNTW REPAIR				\$98,900.00
GRAND TOTAL					\$180,670.00

NOTES:

EXCLUSIONS:

Survey, engineered testing, Barricades/ Striping
SWPP/Erosion control/ Maintenance,
Electrical, Plumbing or Mechanical,
Gas, Telecommunications adjustment/installation
Concrete Rem/Replacement, Demo not listed,
Hazardous Material Handling or Haul Off,
TXDOT/ R.O.W. Permit,
P&P/ Maintenance Bonds.

City Inspection Fees/ Permit/Overtime Fees,

CLARIFICATIONS

Actual repair price is not included, TBD.



ENGINEERING SERVICES

To: Mayor and Town Council

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

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

Re: Ordinance Amending Traffic Administration Duties

Town Council Meeting – January 27, 2026

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon an ordinance replacing existing Section 12.02.001, “Mayor’s Duties,” and existing Section 12.02.002, “Traffic Administrator,” of Article 12.02, “Administration,” of Chapter 12, “Traffic and Vehicles,” of the Code of Ordinances of the Town of Prosper, Texas, by repealing the existing ordinances and replacing them with a new Section 12.02.001, “Traffic Administration,”.

Description of Agenda Item:

The current process for updating typical traffic administrative items like school zone times and zone limits, establishing parking restrictions, establishing temporary and permanent speed limits, and installing and maintaining traffic signs and pavement markings, requires the Town Council to adopt an ordinance. With increased requests for changes to traffic administrative items, staff looked into amending the Code of Ordinances to streamline the process which would allow the Town to provide a timelier response and resolution.

Upon researching the Code of Ordinances, it was discovered that there are current provisions in the code that would allow the Town to streamline the process, with some recommended updates. The current sections in the Code of Ordinances were adopted in 1985, when the Town of Prosper was a general-law municipality. During that time, the Mayor was responsible for overseeing that all state and town ordinances are enforced and required to exercise all powers and duties related to traffic and traffic engineering authority. Under the current provisions, the Town Council, with recommendation of the Mayor, can appoint a Traffic Administrator to the Office of Traffic Administration, to handle traffic related duties.

The ordinance amendment proposed would eliminate the Traffic Administrator position, the Office of Traffic Administration, and assign the current duties of the Mayor, relative to traffic, to the Town Manager or Town Manager’s designee. In addition, the ordinance amendment proposed retains the traffic related duties previously assigned to the Traffic Administrator as they are still applicable. These include, but not limited to, updating school zone times and zone limits, establishing parking restrictions, establishing temporary and permanent speed limits, and installing and maintaining traffic signs and pavement markings.

#1: Repeal existing Section 12.02.001.:

Sec. 12.02.001. Mayor's duties.

The Mayor has the duty to see that all state laws and town ordinances are effectively enforced. The Mayor is required to exercise all powers and duties conferred upon him by ordinances relative to traffic, as well as all provisions of state law prescribing the duties of or vesting powers in the local traffic engineering authority.

#2: Add new Section 12.02.001. (a):

Sec. 12.02.001. Traffic Administration.

- (a) Pursuant to the authority granted the Town Manager in the Town Charter to see to the enforcement of all state laws and Town ordinances, the Town Manager or designee is authorized to exercise the following powers and duties relative to traffic:

#3: Repeal existing Section 12.02.002.:

Sec. 12.02.002. Traffic Administrator.

- (a) To relieve the Mayor of the burden of traffic administration, there is hereby created the Office of Traffic Administrator. The town Traffic Administrator will be appointed by the Town Council upon the recommendation of the Mayor to exercise personally or by an authorized representative the powers and duties relative to traffic as prescribed in this chapter.

#4: Add new Section 12.02.001 (a)(1-7), (b), and (c) under Traffic Administration:

(Redlines shown below reflect changes proposed from current Section 12.02.002)

~~(b1) It shall be the duty of the Traffic Administrator to determine~~Determine the installation and proper timing of traffic-control devices, to conduct engineering analyses of traffic accidents, to devise remedial measures, to conduct engineering investigation of traffic conditions and to direct other ~~town~~Town officials in the development of ways and means to improve traffic conditions and to carry out the additional powers and duties granted by law.;

~~(c2) The Traffic Administrator or his designee, except as otherwise directed from time to time by the Mayor, shall have power and is hereby authorized to~~To install and maintain traffic signals and signs, road and highway markings and other traffic-control devices indicating prohibited or limited parking, the establishment of speed limits, the designation of restricted speed areas, the establishments of one-way streets, ~~truck routes, the establishment of~~ school traffic zones, the establishment of the times when school traffic zones are in effect, and other signs or markings indicating the place and manner of operating or parking vehicles.;

~~(d3) The Traffic Administrator or his designee shall also have power and is hereby authorized to~~To regulate the movement of pedestrians upon the streets and sidewalks by the erection or placing of proper signs or markers indicating the flow of pedestrian traffic.;

~~(e4) The Traffic Administrator or his designee shall also have power and is hereby authorized to~~To designate bus stops, ride share areas and taxicab stands and to

erect signs prohibiting the parking of vehicles other than buses, ~~and~~ taxicabs, and ride share areas in such stands;

Item 9.

~~(f5) The Traffic Administrator or his designee shall further have power and is hereby authorized to~~To cause all necessary signs, markers, lights or other traffic-control devices to be erected or placed on any street or part of a street when he deems such action necessary to correct or give warning of a hazard and is further empowered to place such temporary speed limits at a construction site until the completion of such construction.

~~(6) He is further authorized and directed to~~To determine fire lanes, to prohibit or limit parking therein and to cause all necessary signs, markers, or other traffic-control devices to be erected or placed therein; and

~~(g7) The Traffic Administrator or his designee is further empowered and authorized to~~To mark off traffic lanes on streets and parts of streets indicating and directing the flow of traffic when, in his judgment, such action is necessary.

~~(b) Nothing in this Article shall restrict the authority of the Town Council to adopt any ordinance or other regulation that limits the authority of the Town Manager or designee to regulate traffic in the Town.~~

~~(c) All traffic control signs, markers and devices designated by the Town prior to the date of adoption of this section shall be deemed to be in full compliance with this section and lawful, with no further action required pursuant to this section.~~

Budget Impact:

There is no budget impact associated with this ordinance amendment.

Legal Obligations and Review:

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

Attached Documents:

1. Ordinance

Town Staff Recommendation:

Town staff recommends that the Town Council adopt an ordinance repealing existing Section 12.02.001, "Mayor's Duties," and existing Section 12.02.002, "Traffic Administrator," of Article 12.02, "Administration," of Chapter 12, "Traffic and Vehicles," of the Code of Ordinances of the Town of Prosper, Texas, by repealing the existing ordinances and replacing them with a new Section 12.02.001, "Traffic Administration,".

Proposed Motion:

I move to approve an ordinance repealing existing Section 12.02.001, "Mayor's Duties," and existing Section 12.02.002, "Traffic Administrator," of Article 12.02, "Administration," of Chapter 12, "Traffic and Vehicles," of the Code of Ordinances of the Town of Prosper, Texas, by repealing the existing ordinances and replacing them with a new Section 12.02.001, "Traffic Administration,".

TOWN OF PROSPER, TEXAS**ORDINANCE NO. 2026-__**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, REPEALING EXISTING SECTION 12.02.001, "MAYOR'S DUTIES," AND EXISTING SECTION 12.02.002, "TRAFFIC ADMINISTRATOR," OF ARTICLE 12.02, "ADMINISTRATION," OF CHAPTER 12, "TRAFFIC AND VEHICLES," OF THE CODE OF ORDINANCES OF THE TOWN OF PROSPER, TEXAS, AND REPLACING IT WITH A NEW SECTION 12.02.001, "TRAFFIC ADMINISTRATION"; MAKING FINDINGS; PROVIDING FOR REPEALING, SAVING AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Prosper, Texas ("Town"), has deemed it necessary to review its traffic administration regulations and to update them in accordance with current practices, thus eliminating outdated references and practices currently found in Article 12.02 of the Town's Code of Ordinances; and

WHEREAS, it is the desire and intent of the Town Council to fully comply with existing practices while also protecting the health and safety of Town residents who utilize the Town's traffic facilities; and

WHEREAS, the Town Council has further determined that it will be advantageous and beneficial to Prosper and its inhabitants to amend Article 12.02 as described below.

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

SECTION 1

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

SECTION 2

From and after the effective date of this Ordinance, existing Section 12.02.001, "Mayor's Duties," and existing Section 12.02.002, "Traffic Administrator," of Article 12.02, "Administration," of Chapter 12, "Traffic and Vehicles," of the Code of Ordinances of the Town of Prosper, Texas, are hereby repealed and replaced with a new Section 12.02.001, "Traffic Administration," to read as follows:

"ARTICLE 12.02

ADMINISTRATION

Sec. 12.02.001. Traffic Administration.

- (a) Pursuant to the authority granted the Town Manager in the Town Charter to see to the enforcement of all state laws and Town ordinances, the Town Manager or designee is authorized to exercise the following powers and duties relative to traffic:

- (1) Determine the installation and proper timing of traffic-control devices, to conduct engineering analyses of traffic accidents, to devise remedial measures, to conduct engineering investigation of traffic conditions and to direct other Town officials in the development of ways and means to improve traffic conditions and to carry out the additional powers and duties granted by law;
 - (2) To install and maintain traffic signals and signs, road and highway markings and other traffic-control devices indicating prohibited or limited parking, the establishment of speed limits, the designation of restricted speed areas, the establishments of one-way streets, the establishment of school traffic zones, the establishment of the times when school traffic zones are in effect, and other signs or markings indicating the place and manner of operating or parking vehicles;
 - (3) To regulate the movement of pedestrians upon the streets and sidewalks by the erection or placing of proper signs, signals or markers indicating the flow of pedestrian traffic;
 - (4) To designate bus stops, ride share areas and taxicab stands and to erect signs prohibiting the parking of vehicles other than buses, taxicabs, and ride share areas in such stands;
 - (5) To cause all necessary signs, markers, lights or other traffic-control devices to be erected or placed on any street or part of a street when he deems such action necessary to correct or give warning of a hazard and is further empowered to place such temporary speed limits at a construction site until the completion of such construction;
 - (6) To determine fire lanes, to prohibit or limit parking therein and to cause all necessary signs, markers, or other traffic-control devices to be erected or placed therein; and
 - (7) To mark off traffic lanes on streets and parts of streets indicating and directing the flow of traffic when, in his judgment, such action is necessary.
- (b) Nothing in this Article shall restrict the authority of the Town Council to adopt any ordinance or other regulation that limits the authority of the Town Manager or designee to regulate traffic in the Town.
- (c) All traffic control signs, markers and devices designated by the Town prior to the date of adoption of this section shall be deemed to be in full compliance with this section and lawful, with no further action required pursuant to this section.

Sec. 12.02.002. Reserved."

SECTION 3

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. 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 4

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 5

This Ordinance shall become effective from and after its passage.

DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 27TH DAY OF JANUARY, 2026.

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney



ENGINEERING SERVICES

To: Mayor and Town Council

From: Pete Anaya, P.E., Assistant Director of Engineering Services - CIP

**Through: Mario Canizares, Town Manager
Chuck Ewings, Assistant Town Manager
Hulon T. Webb, Jr., P.E., Director of Engineering Services**

Re: Bid Award: Prosper Downtown Parking and Alley Improvements

Town Council Meeting – January 27, 2026

Strategic Visioning Priority: 1. Acceleration of Infrastructure

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a Construction Agreement awarding CSP No. 2026-09-B to Jeske Construction Company, related to construction services for the Prosper Downtown Parking Lot and Alley Improvements project in the amount of \$347,731 and authorize \$50,000 for construction phase contingencies. The total purchase order amount is \$397,731.

Description of Agenda Item:

On December 16, 2025, at 2:00 PM, seven (7) Competitive Sealed Proposals were received for the Prosper Downtown Parking Lot and Alley Improvements project (2403-ST). The project was advertised using the Competitive Sealed Proposal Construction alternative procurement method to allow the Town to award the project to the contractor that offers the best value proposal based on the following criteria, which includes recently revised standard percentages based on direction from the Town Council:

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

The verified proposal totals ranged between \$347,731 and \$515,777. The Engineer's Estimate was \$329,488. The proposal's final completion times ranged from 70 calendar days to 150 calendar days.

Jeske Construction Company was the firm that ranked the highest after consideration of Costs, Time, and Qualifications with a cost of \$347,731, and a project timeline of 110 calendar days. Jeske Construction Company has not performed construction services for the Town of Prosper, but references have provided outstanding feedback on job performance and timely project completion.

Budget Impact:

The cost for the construction of the project is \$347,731. The construction budget for the project is \$430,000 in Account No. ST202403-CONST-CONST. The contingency amount of \$50,000 will be used during the construction phase to address field changes or adjust quantities during construction. The use of the contingency fund will be documented with change order requests negotiated between staff and the contractor as construction progresses.

Legal Obligations and Review:

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

Attached Documents:

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

Town Staff Recommendation:

Town staff recommends that the Town Council authorize the Town Manager to execute a Construction Agreement awarding CSP No. 2026-09-B to Jeske Construction Company, related to construction services for the Prosper Downtown Parking Lot and Alley Improvements project in the amount of \$347,731 and authorize \$50,000 for construction phase contingencies. The total purchase order amount is \$397,731.

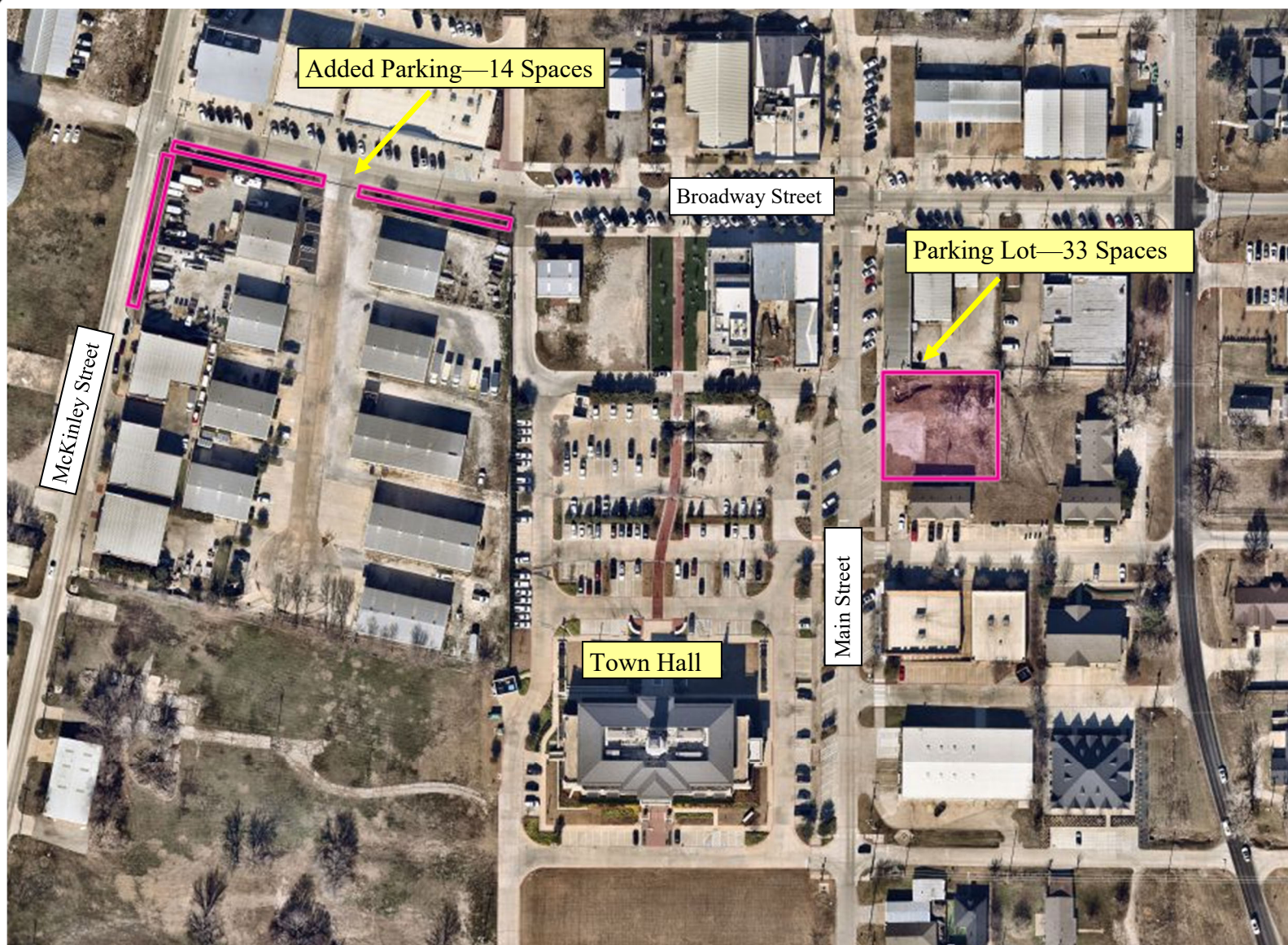
Proposed Motion:

I move to authorize the Town Manager to execute a Construction Agreement awarding CSP No. 2026-09-B to Jeske Construction Company, related to construction services for the Prosper Downtown Parking Lot and Alley Improvements project in the amount of \$347,731 and authorize \$50,000 for construction phase contingencies. The total purchase order amount is \$397,731.



LOCATION MAP

Downtown Parking Lot and Alley Improvements





TOWN OF PROSPER PROPOSAL TABULATION SUMMARY

Solicitation Number	CSP No. 2026-09-B
Solicitation Title	Prosper Downtown Parking Lot and Alley
Close Date	12/16/2025 at 2:00PM

Responding Supplier	City	State	Response Submitted	Response Total	Total Days
Axis Contracting, Inc.	Dallas	TX	12/16/2025 12:45:00 PM (CT)	\$457,318.83	120
Garret Shields Infrastructure	Garland	TX	12/16/2025 12:52:52 PM (CT)	\$467,817.00	70
Home Run Construction LLC	Italy	TX	12/16/2025 11:43:47 AM (CT)	\$515,437.66	145
Jeske Construction Co	Dallas	TX	12/16/2025 09:59:41 AM (CT)	\$347,731.00	110
Patriot Civil, LLC	Prosper	TX	12/15/2025 05:30:46 PM (CT)	\$407,584.36	130
Ratliff Hardscape, Ltd	Carrollton	TX	12/16/2025 01:28:26 PM (CT)	\$409,246.00	150
Tegrity Contractors	Allen	TX	12/16/2025 01:39:52 PM (CT)	\$515,777.00	150

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

Certified by:	Jay Carter, NIGP-CPP, CPPB, C.P.M. Purchasing Manager Town of Prosper, Texas	Certified on:	December 16, 2025
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ENGINEERING SERVICES

To: Mayor and Town Council

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

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

**Re: Thoroughfare Impact Fees Reimbursement Agreement
(Legacy Gardens Phases 3 and 4)**

Town Council Meeting – January 27, 2026

Strategic Visioning Priority: 1. Acceleration of Infrastructure

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a Thoroughfare Impact Fees Reimbursement Agreement between Toll Southwest LLC, and the Town of Prosper, Texas, related to the construction of Frontier Parkway to serve the Legacy Gardens Phases 3 and 4 developments.

Description of Agenda Item:

Toll Southwest LLC, is developing Legacy Gardens Phases 3 and 4 on the west side of Shawnee Trail south of Frontier Parkway. To facilitate the development, they have agreed to construct two (2) lanes of Frontier Parkway from the western limit of the development to the eastern limit of the development adjacent to Shawnee Trail, as shown on Exhibit B in the agreement.

Since the proposed thoroughfare is depicted on the Town of Prosper Thoroughfare Plan, the actual costs for the design and construction of the improvements are eligible for reimbursement of thoroughfare impact fees collected by the development. The purpose of the Thoroughfare Impact Fees Reimbursement Agreement is to outline the obligations of the Town of Prosper, and Toll Southwest LLC, related to the design, construction, credit and reimbursement of collected thoroughfare impact fees to fund the project.

Under the Legacy Garden at Prosper Trail Roadway Impact Fee Agreement, dated May 3, 2018, Toll Southwest LLC, will also be required to construct two (2) lanes of Shawnee Trail from Frontier Parkway to the southern limit of the development. The construction of the two (2) lanes of Shawnee Trail will provide improved access to the neighborhood and Thomson Elementary School.

Budget Impact:

The estimated cost for the design and construction of the extension of approximately 2,850 feet of two (2) lanes of Frontier Parkway is \$2,697,127. The current anticipated thoroughfare impact fees owed by the Legacy Gardens Phases 3 and 4 development is \$1,634,310. In the event that full reimbursement has not been made to Toll Southwest LLC, by the Town after the expiration of ten (10) years from the date of the Town's acceptance of the thoroughfare, the Town will reimburse Toll Southwest LLC, any shortfall.

Legal Obligations and Review:

Terrence Welch of Brown & Hofmeister, L.L.P., has reviewed the agreement as to form and legality. Toll Southwest LLC, will contribute up to \$2,000 towards the legal preparation fees.

Attached Documents:

1. Town of Prosper Thoroughfare Plan
2. Thoroughfare Impact Fees Reimbursement Agreement

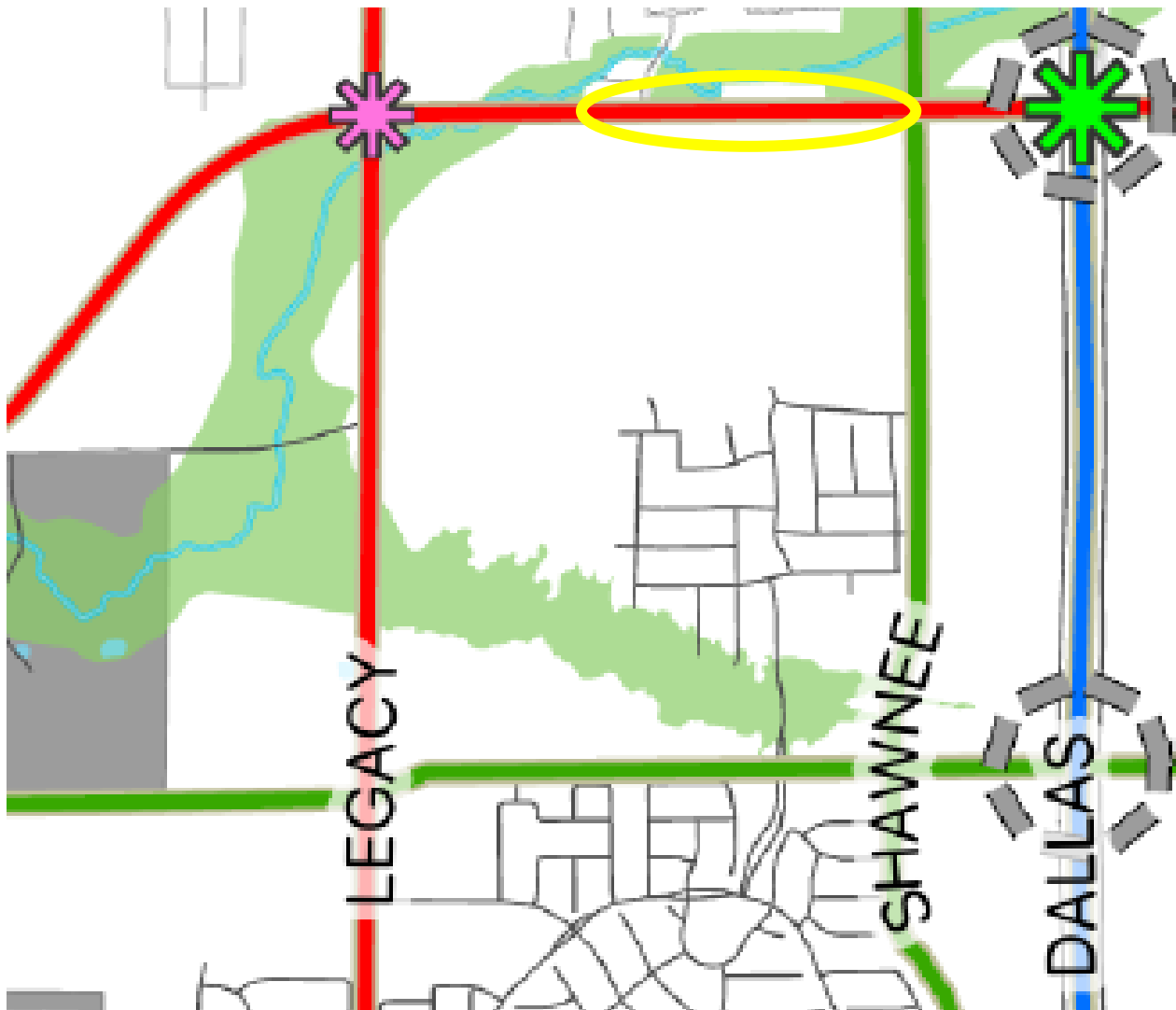
Town Staff Recommendation:

Town staff recommends that the Town Council authorize the Town Manager to execute a Thoroughfare Impact Fees Reimbursement Agreement between Toll Southwest LLC, and the Town of Prosper, Texas, related to the construction of Frontier Parkway to serve the Legacy Gardens Phases 3 and 4 developments.

Proposed Motion:

I move to authorize the Town Manager to execute a Thoroughfare Impact Fees Reimbursement Agreement between Toll Southwest LLC, and the Town of Prosper, Texas, related to the construction of Frontier Parkway to serve the Legacy Gardens Phases 3 and 4 developments.

Town of Prosper Thoroughfare Plan
(Legacy Gardens Phases 3 and 4)



THOROUGHFARE IMPACT FEES REIMBURSEMENT AGREEMENT
(LEGACY GARDENS – PHASES 3 AND 4)

THIS THOROUGHFARE IMPACT FEES REIMBURSEMENT AGREEMENT (LEGACY GARDENS – PHASES 3 AND 4) (“Agreement”) is made and entered into this ____ day of _____, 2026 (the “Effective Date”), by and between the **TOWN OF PROSPER, TEXAS** (“Prosper” or the “Town”), and **TOLL SOUTHWEST LLC**, a Delaware limited liability company (“Developer”), collectively referred to as the “Parties” and each individually as a “Party”.

WITNESSETH:

WHEREAS, Developer is developing Phase 3 and Phase 4 of a residential development on certain Property (defined herein) in the Town, known as “Legacy Gardens, Phases 3 and 4” (“Project”) which development previously has been approved by the Town; and

WHEREAS, the legal description of the real property subject to this Agreement is attached hereto as **Exhibit A-1**, incorporated herein by reference for all purposes, and depicted on **Exhibit A-2**, incorporated herein by reference for all purposes (the “Property”); and

WHEREAS, the Town and Developer wish to address the construction of certain improvements for and along Frontier Parkway related to the Project, as well as the timing, construction and payment of associated costs thereof; and

WHEREAS, the Town has adopted a Thoroughfare Capital Improvements Plan (“Roadway CIP”) as part of its impact fee ordinance, contained in Article 10.02 of Chapter 10 of the Town’s Code of Ordinances, as now existing or as may hereafter be amended (the “Impact Fee Ordinance”), all of which was adopted pursuant to the authority contained in Chapter 395 of the Texas Local Government Code, as amended; and

WHEREAS, Developer desires to fulfill the entirety of its obligation to pay Thoroughfare Impact Fees (as defined in Subparagraph 1(a), below) as prescribed in the Impact Fee Ordinance; and

WHEREAS, in an effort to facilitate the construction of certain roadway improvements serving the Project, the Parties have agreed to the terms and provisions of this Agreement; and

WHEREAS, this Agreement clearly is in the best interests of the Town and Developer and it is deemed mutually beneficial to each that the construction of roadway improvements for the Project proceed as is further described herein; and

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

1. **Impact Fees and Thoroughfare Improvements.**

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

(b) As a condition to receipt of the Thoroughfare Costs Reimbursement (hereinafter defined) and subject to Force Majeure and receipt of any Third-Party Rights-of-Way and/or Easements, Developer shall, at its sole cost and expense, except as provided in Paragraph 3 below, construct and install or cause the construction and installation of certain improvements for and along a portion of Frontier Parkway in the general locations shown on **Exhibit B**, attached hereto and incorporated herein for all purposes, which, subject to Paragraph 2, consist of: (i) the excavation, subgrade, and concrete installation for approximately 2,770 linear feet of the two southern through lanes of Frontier Parkway consisting of 25 feet in width; (ii) the installation of approximately 2,970 linear feet of storm drain improvements for Frontier Parkway; (iii) grading and erosion control associated therewith; (iv) initial seeding of the median and costs associated therewith (as noted on **Exhibit C**); and (v) one-foot of sod behind the back of curb on the south side of the right-of-way and seeding for the remaining part of any grassed area within the south side of the right-of-way (as noted on **Exhibit C**) (collectively referred to herein as the "Thoroughfare Improvements"). For the avoidance of doubt, no street lights are or will be required to be installed by Developer, and the Thoroughfare Improvements expressly exclude street lights. The description of the Thoroughfare Improvements in this Subparagraph 1(b) and/or location of such improvements shown on **Exhibit B** may be modified by the engineering plans for the Thoroughfare Improvements as the design is further refined, and minor modifications to such description herein and/or location shown on **Exhibit B** may be approved by the Town's Engineer without requiring an amendment of this Agreement. Notwithstanding the foregoing, in no event shall Developer be required to construct any portion of Frontier Parkway (including without limitation storm drainage improvements related thereto) in excess of the scope described herein as the Thoroughfare Improvements.

(c) The Parties agree that the Thoroughfare Improvements are Project No. 1-0 on the Roadway CIP. The Parties agree and acknowledge that the Thoroughfare Improvements are Town capital projects; that said Thoroughfare Improvements are included in both the Town's Capital Improvements Plan and the Roadway CIP for the Town's roadway impact fee ordinance, adopted pursuant to Chapter 395 of the Texas Local Government Code, as amended, and included in the Impact Fee Ordinance; that such Thoroughfare Improvements are part of certain roadways which are significant thoroughfares of the Town; the Town requires the expansion of roadways through the construction of the Thoroughfare Improvements for the benefit of all residents of the Town and other members of the traveling public; and that all necessary steps and procedures

have been followed, pursuant to Chapter 395 of the Texas Local Government Code in so designating such roadways, including the Thoroughfare Improvements, as such.

(d) Developer shall use commercially reasonable efforts to bid the construction of the Thoroughfare Improvements as shown in the related construction plans set with three (3) Qualified Contractors (as defined herein) and shall provide copies of the bids received for such items to Town within thirty (30) days of Developer's receipt of same. For the avoidance of doubt, Developer may bid the construction of the Thoroughfare Improvements along with or separate from construction of other infrastructure improvements for the Project (e.g., water and/or trail improvements), in its discretion. Developer shall execute one or more contract(s) for the construction of the Thoroughfare Improvements (which may also include construction of other infrastructure improvements for the Project, in Developer's discretion) with the lowest responsible and qualified bidder, as mutually and reasonably determined by Town and Developer. Further, with respect to the Thoroughfare Improvements, Developer shall: (i) commence, or cause to be commenced, construction of the Thoroughfare Improvements following: (A) the execution of this Agreement and any requisite Third-Party Rights-of-Way and/or Easements (as defined herein); and (B) approval of the Thoroughfare Improvements' engineering plans, specifications and designs by Town's Engineer, which approval shall not be unreasonably withheld, conditioned or delayed; (ii) construct each portion of the Thoroughfare Improvements in accordance with this Agreement and otherwise in accordance with Town-approved engineering plans, specifications and designs; and (iii) complete each portion of the Thoroughfare Improvements and obtain Town's acceptance of same prior to Town's final acceptance of the Thoroughfare Improvements. 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 Thoroughfare Improvements, any trees are required to be removed pursuant to the Town approved plans and specifications for construction of the Thoroughfare Improvements, Developer may not be required to comply with any applicable tree mitigation requirements. Developer must inform the Town of any tree removal that does not comply with any applicable tree mitigation requirements. For purposes of this Agreement a "Qualified Contractor" means a person, firm, corporation or business entity that is the holder of a valid registration with the Town under Ch. 3, Building Regulations, Article 3.15 Registration of Contractors of the Code of Ordinances, Town of Prosper, Texas ("Town's Code of Ordinances").

(e) For clarification, the construction and completion of the Thoroughfare Improvements may occur after the approval and/or recordation of the final plat(s) for the Property, and the Town agrees the construction and/or completion of the Thoroughfare Improvements will not be a condition to approval or recording of the final plat(s) for the Property.

(f) After completion of the Thoroughfare Improvements, Developer shall secure or shall cause its contractor to secure one or more maintenance bond(s) that guarantee(s) payment of the costs of any repairs that may become necessary to any part of the construction work performed in connection with the Thoroughfare Improvements, arising from defective workmanship or materials used therein, for a period of two (2) years from the date of the Town's acceptance of the Thoroughfare Improvements. The bond

may include other improvements Developer completes (e.g., water improvements) related to the Thoroughfare Improvements. From and after completion of the Thoroughfare Improvements, or any portion thereof, the Town will be responsible for all maintenance and operation of the Thoroughfare Improvements, including costs related thereto (except any costs covered by the maintenance bond while such bond is in effect).

(g) The estimated Thoroughfare Improvements construction costs are approximately Two Million Six Hundred Ninety-Seven Thousand One Hundred Twenty-Seven and 15/100 Dollars (\$2,697,127.15), as more particularly described in **Exhibit C**, attached hereto and incorporated herein for all purposes (the “Estimated Thoroughfare Construction Costs”). Developer acknowledges and agrees that Town is relying on Developer’s engineer’s representation and warranty that the Estimated Thoroughfare Construction Costs are as described in **Exhibit C**. Prior to receiving any reimbursement described in Paragraph 3 below, Developer shall tender to Town evidence, in a form(s) reasonably acceptable to Town, that all of the actual Thoroughfare Improvements construction costs (the “Thoroughfare Improvement Costs”) have been paid by or on behalf of Developer, including but not limited to, Affidavits of Payment/Affidavits as to Debts and Liens and any other evidence reasonably required by Town evidencing payment of construction costs (“Evidence of Payment(s)”).

(h) The Parties acknowledge that Developer shall construct the Thoroughfare Improvements, as generally depicted in **Exhibit B** and as described herein and in **Exhibit C**, the cost of which do not exceed the municipal participation limit referenced in Section 212.072(b) of the Texas Local Government Code, as amended.

2. **Third-Party Rights-of-Way and/or Easements.**

(a) The Parties shall cooperate with each other in obtaining from third parties any and all rights-of-ways and/or easements needed for construction and completion of the Thoroughfare Improvements (or any portion(s) thereof), including, but not limited to, permanent rights-of-ways and/or easements located adjacent to the Project and located on real property owned by one or more third party(ies) and any requisite or desirable temporary construction easements related to the Thoroughfare Improvements (the “Third-Party Improvement Rights-of-Way and/or Easements” and “Third-Party Temporary Construction Easements,” respectively) including without limitation such easement(s) for the area(s) depicted on **Exhibit D**, attached hereto and incorporated herein for all purposes, which are necessary or appropriate for timely construction, completion and dedication of the Thoroughfare Improvements required herein. The Town hereby acknowledges and agrees that the only Third-Party Improvement Rights-of-Way and/or Easements required to be obtained in connection to the Thoroughfare Improvements shall be a storm drainage easement, which shall be located in the approximate location depicted on **Exhibit D**.

(b) Developer shall be responsible for any and all costs and expenses associated with acquiring, by purchase or condemnation, all Third-Party Improvement Rights-of-Way and/or Easements and Third-Party Temporary Construction Easements (collectively, the “Third-Party Rights-of-Way and/or Easements”), including, but not

limited to, purchase cost, title examination, appraisals, expert fees, attorneys' fees and expenses, engineering fees and expenses, surveying fees and expenses, court costs, commissioners' fees and costs of appeal, if any ("Rights-of-Way and/or Easement Acquisition Fees"). If requested by the Town, Developer shall, at its sole cost and expense (but subject to reimbursement, as described below), lead all acquisition efforts for the Third-Party Rights-of-Way and/or Easements (subject to the Town's obligations in Subparagraph 2(e) herein), including, but not limited to, providing all necessary engineering and surveying support required to obtain the Third-Party Rights-of-Way and/or Easements. Developer shall pay any and all Rights-of-Way and/or Easement Acquisition Fees within thirty (30) calendar days of receiving a written request and supporting invoice from the Town for the same.

(c) The Town will, at Developer's sole cost and expense (but subject to reimbursement, as described below), provide, among any other assistance deemed reasonably necessary by the Town, technical, engineering, legal and administrative assistance, as selected by the Town, to acquire, by purchase or condemnation, the Third-Party Rights-of-Way and/or Easements. The Town shall review and approve any and all documents associated with the Third-Party Rights-of-Way and/or Easements required herein. If condemnation proceedings are necessary to secure the Third-Party Rights-of-Way and/or Easements, or any portion of such rights-of-way and/or easements (as further set forth in Subparagraph 2(e) below), the Town shall have the right to, at Developer's sole cost and expense (but subject to reimbursement, as described below), take any and all steps the Town deems necessary to initiate said proceedings.

(d) Any requisite Third-Party Right-of-Way and/or Easement shall be filed and recorded prior to the commencement of construction of the applicable portion(s) of the Thoroughfare Improvements that are or will be subject to a third party right-of-way or easement (such portion(s) of the Thoroughfare Improvements the "Offsite Improvements"), unless a right of entry is secured, or a condemnation award is tendered with the registry of the court and/or a right of possession by any other means is obtained on an earlier date, in which event Developer may commence construction of the applicable Offsite Improvements prior to recording of any applicable Third-Party Right-of-Way and/or Easements. For the avoidance of doubt, any rights-of-way or easements to be dedicated or provided by the Developer (rather than a third-party) may be provided as part of the final plat(s) for the Property and are not required to be provided to the Town prior to commencement of construction of the Thoroughfare Improvements.

(e) If the Third-Party Rights-of-Way and/or Easements (or any one or more of them) are not obtained, or the Town has not secured the right to possess, in a form reasonably acceptable to the Town, the land made the subject of the Third-Party Rights-of-Way and/or Easements (or any portion thereof), within ninety (90) days after the Effective Date on terms acceptable to the Parties, then the Town shall commence, and thereafter diligently pursue to completion, condemnation proceedings to obtain such Third-Party Rights-of-Way and/or Easements as soon as reasonably possible and in accordance with all statutory deadlines and requirements. Notwithstanding anything to the contrary herein, the Town and Developer agree that the Town may initiate condemnation proceedings prior to the expiration of the ninety (90) days referred to in this

Subparagraph 2(e). For the avoidance of doubt, if the Town fails to fulfill its obligations under this Subparagraph 2(e), Developer shall be released from all obligations related to the construction of the Offsite Improvements portion of the Thoroughfare Improvements, the definition of Thoroughfare Improvements hereunder shall exclude the Offsite Improvements, the rights of the Developer to the Thoroughfare Costs Reimbursement (defined below) for the remaining Thoroughfare Improvements shall not be affected and the Parties agree to work in good faith to a mutually agreeable redesign for the storm drainage portion of the Thoroughfare Improvements within the bounds of the Property so that the storm drainage system being constructed by Developer as part of the Thoroughfare Improvements is still able to function properly.

3. Reimbursement of Project Costs from Thoroughfare Impact Fees.

(a) Provided Developer completes or causes the completion of the Thoroughfare Improvements, Developer shall receive reimbursement of its Thoroughfare Improvement Costs from the Thoroughfare Impact Fees collected by Town related to service from the Thoroughfare Improvements, which shall include all Thoroughfare Impact Fees collected from development within the Property and within the Thoroughfare Service Areas (defined herein), subject to the terms of this Agreement.

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

(c) Thoroughfare Impact Fees collected by Town related to service from the Thoroughfare Improvements, including fees collected with respect both to service to the Property and service to property other than the Property within the Thoroughfare Service Areas, shall be paid to Developer until the entire amount due to Developer for the Thoroughfare Costs Reimbursement is paid in full. **Exhibit E** provides an estimate of remaining Thoroughfare Impact Fees anticipated to be paid from properties in the Thoroughfare Service Areas within the Property; however, the estimate is provided for informational purposes and the Thoroughfare Costs Reimbursement herein shall not be limited by such estimate.

(d) The reimbursement amount shall be an amount equal to the *actual* construction costs associated with the Thoroughfare Improvements (the "Thoroughfare Costs Reimbursement"). For the avoidance of doubt, the Thoroughfare Costs Reimbursement is not limited by the Estimated Thoroughfare Construction Costs, which is being provided for informational purposes. The phrase "construction costs" as used throughout this Agreement shall include design costs, construction costs (including but not limited to all costs for labor, supplies and materials), engineering costs, surveying costs, costs for any easements (including without limitation the Third-Party Rights-of-Way and/or Easements), inspection fees, maintenance bonds, staking costs, geotechnical materials testing associated with the Thoroughfare Improvements or any portion thereof; and any other costs not listed herein but shown on **Exhibit C**.

(e) All Thoroughfare Impact Fees collected by Town as set forth in Subparagraph 3(c) shall be paid by Town to Developer on a quarterly basis after Developer has provided the Town with the Evidence of Payment(s) evidencing the Thoroughfare Improvement Costs in accordance with Subparagraph 1(g) herein, within thirty (30) days following each March 31, June 30, September 30, and December 31 until Developer has received the full amount of Thoroughfare Costs Reimbursement.

(f) **NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, TOWN SHALL NOT BE OBLIGATED TO PROVIDE THE PROPERTY WITH THE THOROUGHFARE COSTS REIMBURSEMENT FOR ANY CONSTRUCTION COSTS ASSOCIATED WITH THE THOROUGHFARE IMPROVEMENTS UNLESS AND UNTIL DEVELOPER PROVIDES THE EVIDENCE OF PAYMENT(S) EVIDENCING THE THOROUGHFARE IMPROVEMENT COSTS IN ACCORDANCE WITH SUBPARAGRAPH 1(G) HEREIN.**

(g) Developer and Town acknowledge and agree that: (i) the Thoroughfare Impact Fees collected may be less than the Thoroughfare Costs Reimbursement to which Developer is entitled and Town does not guarantee the amount of Thoroughfare Impact Fees that will be collected; (ii) after a period of ten (10) years, any shortfall between the Thoroughfare Impact Fees collected pursuant to Subparagraph 3(c) and the Thoroughfare Costs Reimbursement due to Developer shall be paid to Developer from Town; and (iii) Thoroughfare Impact Fees owed on the Property shall be paid in accordance with the Impact Fee Ordinance.

4. Priority of Payments; Timing of Reimbursement or Credit – Shawnee Trail Improvements.

(a) Under that certain Legacy Garden at Prosper Trail Roadway Impact Fee Agreement, dated as of May 3, 2018, by and between **RISLAND PROSPER 221, LLC**, a Delaware limited liability company (“Risland”), and the Town (the “Shawnee Trail Agreement”) Right-of-Way Acquisition Fees and Construction Costs (as defined in the Shawnee Trail Agreement) attributable to certain roadway improvements for Shawnee Trail as more particularly described in the Shawnee Trail Agreement (the “Shawnee Improvements”) are eligible for credit and/or reimbursement of roadway impact fees from a portion of some of the same service areas as shown in the Thoroughfare Service Areas for this Agreement. Specifically, a portion of the service area shown in the Thoroughfare Service Areas for this Agreement is also shown as part of the service area included with Exhibit C to the Shawnee Trail Agreement (such service area that is shown in both this Agreement and the Shawnee Trail Agreement, (the “Overlapping Service Area”), which overlapping service area is depicted in the approximate location shown in **Exhibit F-2** attached hereto and incorporated herein for all purposes. As of the date hereof, a portion of the Shawnee Improvements, in the general location shown as “Constructed Shawnee Trail as of November 2025” on **Exhibit F-1** attached hereto and incorporated herein for all purposes (the “Existing Shawnee Improvements”), have previously been constructed by Risland and/or Prior Developer (defined herein). The Shawnee Trail Agreement was partially assigned to **DFW PROSPER FRONTIER 130 ACRES LLC**, a Delaware limited liability company (“Prior Developer”) by that certain Partial Assignment and Assumption

of Legacy Garden at Prosper Trail Roadway Impact Fee Agreement, dated as of December 19, 2023, by and between Risland and Prior Developer, recorded as Instrument No. 2023000144983 on December 20, 2023 in the Official Public Records of Collin County, Texas and further partially assigned to Developer by that certain Assignment Agreement, dated as of January 24, 2024, by and between Prior Developer and Developer, recorded as Instrument No. 2024000009617 on January 29, 2024 in the Official Public Records of Collin County, Texas (collectively, the “Assignment”). Pursuant to and as further detailed in the Assignment, Developer will construct the remaining unconstructed portions of the Shawnee Improvements, in the general locations shown on **Exhibit F-1** as “Remaining Shawnee Trail” (the “Remaining Shawnee Improvements”), in exchange for roadway impact fee credits and/or reimbursement in accordance with the Shawnee Trail Agreement.

(b) As stated in the Shawnee Trail Agreement, timing for credit or reimbursement, as the case may be, of roadway impact fees for Roadway CIP projects that share the same service area are based upon the order of the Town’s acceptance of each particular Roadway CIP project. The Town acknowledges that the Thoroughfare Improvements subject to this Agreement and the Shawnee Improvements are both Roadway CIP projects. In this instance, the Town confirms and agrees that as of the date hereof, Risland has already submitted its total Right-of-Way Acquisition Fees and Construction Costs (as defined in the Shawnee Trail Agreement) of \$1,007,703.20 for the Existing Shawnee Improvements to the Town and has already been reimbursed from or credited against in full from roadway impact fees in the amount of \$1,007,703.20. Per the Shawnee Trail Agreement, “credit (or reimbursement) shall cease when the amount tendered, through the combination of credits and reimbursements equals the total sum of the Right-of-Way Acquisition Fees and Construction Costs.” Therefore, no further roadway impact fee credit or reimbursement (including without limitation from the Thoroughfare Service Areas) is or will be due or owing for the Existing Shawnee Improvements.

As between the Thoroughfare Improvements subject to this Agreement and the Remaining Shawnee Improvements, the timing for roadway impact fee credit or reimbursement, as the case may be, from the Overlapping Service Area will be based upon the order of the Town’s acceptance of the Thoroughfare Improvements and the Remaining Shawnee Improvements (each an “Eligible Roadway CIP Project”). For purposes of clarification, upon the Town’s acceptance of the first Eligible Roadway CIP Project, Developer shall receive the reimbursement from or credit of all roadway impact fees collected from the Overlapping Service Area (and any other service area Developer is entitled to receive reimbursement from or credit against pursuant to the applicable agreement for such portion) until Developer is paid the full amount eligible for reimbursement or credit, as applicable. If a second Eligible Roadway CIP Project is accepted by the Town prior to full credit or reimbursement for the first Eligible Roadway CIP Project, no credit or reimbursement from the Overlapping Service Area will be received for the second Eligible Roadway CIP Project until credit or reimbursement for the first Eligible Roadway CIP Project has been paid in full. For the purpose of clarity, the Developer’s agreement to construct the Remaining Shawnee Improvements and any

related obligations originates from the Shawnee Trail Agreement, not this Agreement, and the completion of the Remaining Shawnee Improvements shall neither be deemed a condition to the Developer's receipt of the Thoroughfare Cost Reimbursement due hereunder for the construction of the Thoroughfare Improvements nor impact or delay the date such becomes payable to the Developer.

5. Assignment. Developer shall have the right to assign this Agreement, in whole or in part (from time to time without the consent of the Town, but upon written notice to the Town) including any obligation, right, title, or interest of Developer under this Agreement, to (i) any person or entity that is or will become an owner of all or any portion of the Property; (ii) any homeowners' association, property owners' association or similar entity applicable to the Property or any portion thereof (each an "HOA"); or (iii) any entity that is controlled by, controlling or under common control with Developer (each such person or entity, an "Assignee"). Each assignment shall be in writing executed by Developer and the Assignee and shall obligate the Assignee to be bound by this Agreement to the extent of any rights so assigned. A copy of each assignment shall be provided to the Town. Provided that an Assignee 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 (or portion thereof) 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. Except for an assignment permitted by Subparagraphs 5(i), 5(ii) or 5(iii) above, Developer may not assign this Agreement without the Town's prior consent, which shall not be unreasonably withheld, conditioned or delayed. As to the sale of land by Developer to any party to whom this Agreement has not been assigned, in whole or in part, the purchaser thereof shall have no rights or obligations under this Agreement and this Agreement shall not apply with respect to such land.

6. Default.

(a) If Developer fails to comply with any provision of this Agreement after receiving forty-five (45) days' written notice to comply from the Town or such longer period as may be reasonably necessary provided that Developer commences to cure the default or breach within the 45-day period and proceeds with reasonable diligence thereafter to complete such cure (the "Cure Period"), then so long as such default continues after the expiration of the Cure Period and is not cured, the Town shall have the following remedies, in addition to the Town's other rights and remedies:

(i) to refuse, without notice and/or any other action, to issue and/or apply the reimbursements set forth in Paragraph 3.

(b) For the avoidance of doubt, Developer shall not be in default under this Agreement if, within the Cure Period, Developer begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured.

(c) In the event Town fails to comply with the terms and conditions of this Agreement, Developer may seek specific enforcement of this Agreement, terminate this Agreement or pursue any other remedies available at law or in equity.

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

8. **Covenant Running with Land; Binding Agreement.** This Agreement shall be a covenant running with the land and the Property and shall be binding upon the Parties and each Party's respective officers, directors, partners, employees, representatives, agents, successors, assignees, vendors, grantees and/or trustees. In addition, the Parties shall cause this Agreement to be filed in the Real Property Records of Collin County, Texas.

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

10. **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.

11. **Notices.** Any notice provided or permitted to be given under this Agreement must be in writing and may be served by (i) depositing same in the United States mail, addressed to the Party to be notified, postage pre-paid and registered or certified with return receipt requested, (ii) by electronic mail; or (iii) by delivering the same in person to such Party via a hand-delivery service that provides a return receipt showing the actual date of delivery of the same to the addressee; or (iv) any overnight courier service such as Federal Express that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance with (i), (iii) or (iv) herewith shall be effective upon receipt at the address of the addressee. Notice given in accordance with (ii) herewith shall be effective upon receipt at the address of the addressee if given by 5:00 pm CT on a business day; otherwise, notice will be effective on the next business day. For purposes of this Agreement a "business day" is a day that is not a Saturday, Sunday, federal holiday or holiday in the State of Texas. For purposes of notice, the addresses of the Parties shall be as follows:

If to Town, addressed to it at:

Town of Prosper
 ATTN: Mario Canizares, Town Manager
 P. O. Box 307
 250 W. First Street
 Prosper, Texas 75078
 Telephone: (972) 346-2640
 E-mail: mcanizares@prospertx.gov

With a copy to:

Brown & Hofmeister, L.L.P.
 ATTN: Terrence S. Welch, Esq.
 740 E. Campbell Road, Suite 800
 Richardson, TX 75081
 Telephone: (214) 747-6104
 E-mail: twelch@bhlaw.net

If to Developer, addressed to it at:

Toll Southwest LLC
 c/o Toll Brothers
 ATTN: Mike Boswell, Vice President, Land Development
 2555 SW Grapevine Parkway, Suite 100
 Grapevine, TX 76051
 E-mail: mboswell@tollbrothers.com

With a copy to:

Winstead PC
 ATTN: Laura Hoffmann
 2728 N. Harwood Street
 Suite 500
 Dallas, Texas 75201
 E-mail: lhoffmann@winstead.com

12. **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).

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

14. **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.

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

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

17. **Entire Agreement.** This Agreement contains the entire agreement between the Parties hereto with respect to the subject matter hereof 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.

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

19. **Force Majeure.** It is expressly understood and agreed by the Parties to this Agreement that, except for monetary obligations (e.g., payment of a reimbursement), if the performance of any obligations hereunder is delayed by reason of war; civil commotion; acts of God; strike; inclement weather; shortages or unavailability of labor, supplies, or materials; incidence of disease or other illness that reaches outbreak, epidemic, or pandemic proportions or other causes affecting the area in which the Property is located; utility failures or delays; or other circumstances that are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or performance requirement and any applicable completion deadline shall be extended for a period of time equal to the period such Party was delayed ("Force Majeure").

20. **Conflicts.** In the event of any conflict between this Agreement and any other ordinance, rule, regulation, standard, policy, order, guideline or other Town-adopted or Town-enforced requirement, this Agreement shall control.

21. **Authority to Execute.** The Agreement shall become a binding obligation on the Parties upon execution by all signatories hereto. The Town warrants and represents that the individual executing this Agreement on behalf of the Town has full authority to execute this Agreement and bind the Town to the same. Developer warrants and represents that the individual executing this Agreement on behalf of Developer has full authority to execute this Agreement and bind Developer to the same. This Agreement is and shall be binding upon the Parties and their respective successors, heirs, assigns, grantees, vendors, trustees and representatives.

22. **Mediation.** The Parties shall attempt in good faith to resolve any disagreement or conflict concerning this Agreement, including but not limited to any disagreement or conflict concerning the interpretation of this Agreement. Either Party may initiate negotiations to resolve such a disagreement or conflict by providing written Notice to the other Party (the “Initial Notice”), setting forth the subject of the conflict and the proposed solution. In the event such disagreement cannot be resolved by the Parties hereto within sixty (60) days of the receiving Party’s receipt of the Initial Notice, the Parties agree to submit such disagreement to nonbinding mediation before a single mediator mutually agreed upon by the Parties who has had at least ten (10) years’ relevant experience in the commercial real estate industry. If within fifteen (15) days after the date of mediation, the Parties have not reached agreement on resolution of the conflict or disagreement, then either Party may (but shall not be obligated to) commence an action in accordance with the requirements of Paragraph 10 herein.

23. **Indemnification.** From the Effective Date of this Agreement to the date on which all work with respect to the Thoroughfare Improvements is completed and all Thoroughfare Improvements, have been accepted by the Town (which acceptance will not be unreasonably withheld, conditioned or delayed), Developer, individually and on behalf of its respective officers, directors, partners, employees, representatives, agents, successors, assignees, vendors, grantees and/or trustees, does hereby agree to release, defend, indemnify and hold harmless the Town and its elected and appointed officials, officers, employees and agents from and against all damages, injuries (including death), claims, property damages (including loss of use) losses, demands, suits, judgments and costs, including reasonable attorney’s fees and expenses (including attorney’s fees and expenses incurred in enforcing this indemnity), caused by the negligent, grossly negligent, and/or intentional act and/or omission of the applicable developer, its officers, directors, partners, employees, representatives, agents, or any other third parties for whom such developer is legally responsible, in its/their performance of this Agreement, including but not limited to, the construction of the Thoroughfare Improvements contemplated herein (hereinafter “claims”). Developer is expressly required to defend the Town against all such claims arising under this Agreement, and the Town is required to reasonably cooperate and assist Developer in providing such defense. Notwithstanding the foregoing, no indemnification is given hereunder for any action, damage, claim, loss or expense determined by a court of competent jurisdiction to be attributable to the willful misconduct or sole negligence of any indemnified party, and in the event of concurrent

fault or negligence of the Parties, liability, if any, will be allocated comparatively in accordance with the laws of the State of Texas.

24. **Approval of Counsel.** In its reasonable discretion, the Town shall have the right to approve counsel to be retained by Developer in fulfilling its obligation under Paragraph 23 hereunder to defend and indemnify the Town. The Town reserves the right to provide a portion or all of its' own defense, at its sole cost; however, the Town is under no obligation to do so. Any such action by the Town is not to be construed as a waiver of Developer's obligation to defend the Town or as a waiver of Developer's obligation to indemnify the Town pursuant to Paragraph 23 of this Agreement. Developer shall retain Town-approved defense counsel within fifteen (15) business days' of the Town's written notice that the Town is invoking its right to indemnification under this Agreement.

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

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

27. **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.

28. **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.

29. **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 (after receiving all contractual offsets, credits and reimbursements) roughly proportional to the need for such land and (after receiving all contractual offsets, credits and reimbursements) 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 (after receiving all contractual offsets, credits and reimbursements) 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.

30. **Estoppel.** Any Party shall, at any time upon reasonable request by any other Party, provide an estoppel certificate or similar document evidencing that this Agreement is in full force and effect, that no event of default exists hereunder (or, if appropriate, specifying the nature and duration of any existing default and the steps required to cure the same), and/or any other improvements or obligations set forth in this Agreement.

31. **Attorney's Fees.** Developer agrees to pay, or cause to be paid, to Prosper any attorney's fees charged to Prosper by Prosper's legal counsel for, among other things, legal review and revision of this Agreement and any resolutions needed for approval of this Agreement, negotiations and discussions with Developer's attorney and the provision of advice to applicable Prosper Town Staff and the Prosper Town Council, in an amount not to exceed \$2,000 within thirty (30) days upon receipt of an invoice of same from Prosper.

32. **Captions and Headings.** The captions and headings of the paragraphs of this Agreement are for convenience and reference only and shall not affect, modify or amplify the provision of this Agreement nor shall they be employed to interpret or aid in the construction of this Agreement.

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

THE TOWN OF PROSPER, TEXAS

By: _____

Name: Mario Canizares

Title: Town Manager

STATE OF TEXAS)

)

COUNTY OF COLLIN)

)

This instrument was acknowledged before me on the ____ day of _____, 2026, by Mario Canizares, Town Manager for the Town of Prosper, Texas, on behalf of the Town of Prosper, Texas.

Notary Public, State of Texas

Toll Southwest LLC,
a Delaware limited liability company

By: [Signature]
Name: David M. "Mike" Boswell
Title: Vice President of Land Development

STATE OF TEXAS §
 §
COUNTY OF Tarrant §

Before me, the undersigned authority, a notary public in and for the State of Texas, on this day personally appeared David M. "Mike" Boswell, Vice President of Land Development, of Toll Southwest LLC, a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed, and in the capacity therein stated, on behalf of such entity.

Given under my hand and seal of office this 5th day of January, 2026.



[Signature]
Notary public in and for the State of _____
My commission expires: _____

EXHIBIT A-1**Tract 1
Property Legal Description**

SITUATED in the Town of Prosper, County of Collin, State of Texas, being a part of the Collin County School Land Survey, Abstract No. 147, being a part of the 221.617 acre tract conveyed by Special Warranty Deed from Legacy Estates At Prosper Trail, Inc. to BGY Prosper 221, LLC on November 17, 2017, as recorded in Instrument No. 20171121001544530, Official Public Records, Collin County, Texas, being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a 5/8 inch rebar found in the South right-of-way line of Frontier Parkway, a public street, at the most Northern Northeast corner of the 120.5159 acre tract of land conveyed to Legacy Frontier, LLC, recorded in Instrument No. 20150203000121210, said Official Public Records, and the most Northern Northwest corner of both said BGY Prosper 221, LLC 221.617 ac. and the herein described tract;

THENCE North 89 deg. 27 min. 08 sec. East, with the South right-of-way line of said Frontier Parkway and the a North line of said BGY Prosper 221, LLC 221.617 ac., a distance of 2,857.13 ft. to a 1/2 inch capped rebar found, stamped "Peiser & Mankin" at the Northwest corner of the 34.557 acre tract of land conveyed to Urban Heights at Frontier, LLC, recorded in Instrument No. 2022000131196, said Official Public Records and the most Northern Northeast corner of both said BGY Prosper 221, LLC 221.617 ac. and the herein described tract;

THENCE South 00 deg. 45 min. 19 sec. East, with the West line of said Urban Heights 34.557 ac. and BGY Prosper 221, LLC 221.617 ac., a distance of 1,325.77 ft. to a 1/2 inch capped rebar found, stamped "RPLS 6585" at the Northwest corner of the 34.709 acre tract of land conveyed to AABVC-DNT-WEST-FRT, LP, recorded in Instrument No. 20210820001693210, said Official Public Records, the Southwest corner of said Urban Heights at Frontier, LLC 34.557 ac. and an angle point of the herein described tract;

THENCE South 00 deg. 45 min. 51 sec. East, with the West line of said AABVC-DNT-WEST-FRT 34.709 ac. and BGY Prosper 221, LLC 221.617 ac., a distance of 1,053.43 ft. to a 1/2 inch capped rebar set, stamped "RPLS 6578" at the most Eastern Southeast corner of the herein described tract, **SAID** rebar bears North 00 deg. 45 min. 48 sec. West, 271.18 ft. from a 5/8 inch capped rebar found, stamped "Manhard" at the Southwest corner of said AABVC-DNT-WEST-FRT 34.709 ac.;

THENCE Westerly, Northerly and Southerly, over and across said BGY Prosper 221, LLC 221.617 ac., the following calls and distances:

1. South 89 deg. 14 min. 22 sec. West, a distance of 54.50 ft. to a point at a Southwest corner of the herein described tract;

2. North 00 deg. 45 min. 38 sec. West, a distance of 110.00 ft. to an Ell corner of the herein described tract;
3. South 89 deg. 14 min. 22 sec. West, a distance of 25.00 ft. to an Ell corner of the herein described tract;
4. South 00 deg. 45 min. 38 sec. East, a distance of 125.89 ft. to a point at a Southeast corner of the herein described tract;
5. South 89 deg. 15 min. 02 sec. West, a distance of 130.00 ft. to a point at a Southwest corner of the herein described tract ;
6. North 00 deg. 45 min. 38 sec. West, a distance of 7.75 ft. to an Ell corner of the herein described tract;
7. South 89 deg. 14 min. 22 sec. West, a distance of 50.00 ft. to an Ell corner of the herein described tract;
8. South 00 deg. 45 min. 38 sec. East, a distance of 9.18 ft. to a point;
9. South 46 deg. 02 min. 41 sec. West, a distance of 12.22 ft. to a point at the beginning of said curve;
10. Northwesterly, with a curve to the right, having a central angle of 1 deg. 17 min. 01 sec., a radius of 769.99 ft. (chord bears North 86 deg. 09 min. 46 sec. West, 17.25 ft.), an arc distance of 17.25 ft. to a point at the end of said curve;
11. North 85 deg. 31 min. 16 sec. West, a distance of 103.54 ft. to a 1/2 inch capped rebar set, stamped "RPLS 6578" at the most Southern Southeast corner of the 13.038 acre tract of land conveyed to Prosper Independent School District, recorded in Instrument No. 20200817001343650, Official Public Records, *(formerly a part of the BGY Prosper 221, LLC 221.617 ac.)* and the most Southerly Southwest corner of the herein described tract;

THENCE Northerly, Easterly, Westerly and Southerly with the East, North and West lines of said Prosper ISD 13.038 ac., the following calls and distances:

1. North 00 deg. 51 min. 37 sec. West, a distance of 135.99 ft. to a 5/8 inch rebar found at the beginning of curve;
2. Northeasterly, with a curve to the right, having a central angle of 7 deg. 59 min. 26 sec., a radius of 861.00 ft. (chord bears North 03 deg. 13 min. 58 sec. East, 119.98 ft.), an arc distance of 120.08 ft. to a 5/8 inch capped rebar found, stamped "TNP" at the beginning of a reverse curve;

3. Northeasterly, with a curve to the left, having a central angle of 7 deg. 59 min. 26 sec., a radius of 169.00 ft. (chord bears North 03 deg. 13 min. 58 sec. East, 23.55 ft.), an arc distance of 23.57 ft. to a 5/8 inch capped rebar found, stamped "TNP";
4. North 00 deg. 45 min. 45 sec. West, a distance of 271.36 ft. to a 1/2 inch rebar found at an Ell corner of said Prosper ISD 13.038 ac. and a Northwest corner of the herein described tract;
5. North 89 deg. 14 min. 15 sec. East, a distance of 130.00 ft. to a 5/8 inch rebar found at the most Eastern Southeast corner of said Prosper ISD 13.038 ac. and an Ell corner of the herein described tract;
6. North 00 deg. 45 min. 45 sec. West, a distance of 48.74 ft. to a 5/8 inch rebar found;
7. North 08 deg. 40 min. 57 sec. West, a distance of 59.23 ft. to a 5/8 inch rebar found at the beginning of curve;
8. Northwesterly, with a curve to the right, having a central angle of 6 deg. 05 min. 52 sec., a radius of 325.00 ft. (chord bears North 03 deg. 48 min. 41 sec. West, 34.57 ft.), an arc distance of 34.59 ft. to a 5/8 inch capped rebar found, stamped "TNP";
9. North 00 deg. 45 min. 45 sec. West, a distance of 32.21 ft. to a 5/8 inch rebar found at the Northwest corner of said Prosper ISD 13.038 ac. and an Ell corner of the herein described tract;
10. South 89 deg. 14 min. 15 sec. West, a distance of 935.00 ft. to a 5/8 inch capped rebar found, stamped "TNP" at the Northwest corner of said Prosper ISD 13.038 ac. and an Ell corner of the herein described tract;
11. South 00 deg. 45 min. 45 sec. East, a distance of 404.64 ft. to a 1/2 inch capped rebar set, stamped "RPLS 6578" at the beginning of said curve;
12. Southeasterly, with a curve to the left, having a central angle of 20 deg. 38 min. 16 sec., a radius of 270.00 ft. (chord bears South 11 deg. 07 min. 55 sec. East, 96.73 ft.), an arc distance of 97.25 ft. to a 1/2 inch capped rebar set, stamped "RPLS 6578" at a Southeast corner of the herein described tract;

THENCE Westerly and Southerly, over and across said BGY Prosper 221, LLC 221.617 ac., the following calls and distances:

1. South 67 deg. 41 min. 17 sec. West, a distance of 60.01 ft. to a point at the beginning of curve;

2. Southeasterly, with a curve to the right, having a central angle of 27 deg. 01 min. 05 sec., a radius of 330.00 ft. (chord bears South 27 deg. 01 min. 05 sec. East, 63.245 ft.), an arc distance of 63.34 ft. to a point at the end of said curve;

3. South 89 deg. 12 min. 50 sec. West, a distance of 124.41 ft. to a in an Easterly line of said Legacy Frontier, LLC 120.5159 ac., the Ell corner of said BGY Prosper 221, LLC 221.617 ac. and a Southwest corner of the herein described tract;

THENCE North 01 deg. 14 min. 52 sec. West, with an East line of said Legacy Frontier, LLC 120.5159 ac. and a West line of said BGY Prosper 221, LLC 221.617 ac., a distance of 1,105.02 ft. to a 1/2 inch capped rebar found, stamped "Peiser & Mankin" at the most Eastern Northeast corner of said Legacy Frontier, LLC 120.5159 ac. and an Ell corner of both said BGY Prosper 221, LLC 221.617 ac. and the herein described tract;

THENCE South 89 deg. 11 min. 54 sec. West, with a North line of said Legacy Frontier, LLC 120.5159 ac. and a South line of said BGY Prosper 221, LLC 221.617 ac., a distance of 1,532.96 ft. to a 1/2 inch capped rebar set, stamped "RPLS 6578" at an Ell corner of said Legacy Frontier, LLC 120.5159 ac. and the most Western Southwest corner of both said BGY Prosper 221, LLC 221.617 ac. and the herein described tract;

THENCE North 00 deg. 00 min. 34 sec. West, with an East line of said Legacy Frontier, LLC 120.5159 ac. and a West line of said BGY Prosper 221, LLC 221.617 ac., a distance of 1,155.80 ft. to the **PLACE OF BEGINNING** and containing **99.343 ACRES** of land.

[Property description continues on the following pages.]

Tract 2 Property Legal Description

Helvey-Wagner Surveying, Inc.

222 West Main Street · Denison, Texas 75020
Ph: (903) 463-6191 · Email: kate@helveywagnersurveying.net
Texas Board of Engineers and Land Surveyors Firm Registration No. 10088100
Billy F. Helvey, RPLS No. 4488 – Kate A. Wagner, RPLS No. 6578

FIELD NOTES 37.554 Acres

SITUATED in the Town of Prosper, County of Collin, State of Texas, being a part of the Collin County School Land Survey, Abstract No. 147, being a part of the 76.131 acre tract conveyed by Special Warranty Deed from West Prosper 76, Ltd. to BGY Prosper 221, LLC on December 15, 2017, as recorded in Instrument No. 20171222001687580, Official Public Records, Collin County, Texas, being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a 5/8 inch rebar found in the South line of the 120.5159 acre tract of land conveyed to Legacy Frontier, LLC, recorded in Instrument No. 20150203000121210, said Official Public Records, at the Northeast corner of the 38.572 acre tract of land conveyed to Prosper Independent School District, recorded in Instrument No. 20200817001344070, said Official Public Records, *(formerly a part of said BGY Prosper 221, LLC 76.131 ac.)* and the most Northern Northwest corner of the herein described tract;

THENCE North 89 deg. 12 min. 45 sec. East, with the South line of said Legacy Frontier, LLC 120.5159 ac. and the North line of said BGY Prosper 221, LLC 76.131 ac., a distance of 645.55 ft. to a 1/2 inch capped rebar set, stamped "RPLS 6578" at the Northeast corner of said BGY Prosper 221, LLC 76.131 ac. the herein described tract and a Northwest corner of the remainder of the 221.617 acre tract of land conveyed to BGY Prosper 221, LLC in Inst. No. 20171121001544530, said Official Public Records, **FROM** which a 60D nail found at the East base of a 5 inch bois d'arc corner post at an Ell corner of said BGY Prosper 221, LLC 221.617 ac. bears North 89 deg. 12 min. 45 sec. East, 1,063.53 ft.;

THENCE South 01 deg. 49 min. 26 sec. West, with the East line of said BGY Prosper 221, LLC 76.131 ac., passing the Northwest corner of Lot 3, Block H of Legacy Gardens, Phase 1, to the Town of Prosper, Collin County, Texas as recorded in Volume 2019, Page 619, Map Records, Collin County, Texas, continuing now with the West line of said Block H, Legacy Gardens, passing a 5/8 inch rebar found, stamped "Jones Cater" at a distance of 1,051.26 ft., continuing on and passing a "X" found in concrete wall a distance of 1,151.26 ft. at the Southwest corner of Lot 1, said Block H and continuing on said course for a **TOTAL** distance of 1,657.83 ft. to a point in the North line of the 18.15 acre tract of land conveyed to Hope Fellowship Ministries in Inst. No. 20200227000279210, said Official Public Records, at the Southwest corner of Lot 5, Block D, said Legacy Gardens, Phase 1 and the Southeast corner of both said BGY Prosper 221, LLC 76.131 ac. and the herein described tract;

THENCE Westerly, along the South line of said BGY Prosper 221, LLC 76.131 ac., the following calls and distances:

1. South 89 deg. 24 min. 46 sec. West, a distance of 77.37 ft. to a ¾ inch rebar found at the Northwest corner of said Hope Fellowship Ministries 18.15 ac. and the Northeast corner of the 8.769 acre tract of land (Tract 2) conveyed to Avicenna Management, LLC in Inst. No. 20220208000214910, said Official Public Records;
2. South 88 deg. 14 min. 28 sec. West, a distance of 42.05 ft. to a ½ inch rebar found;
3. North 89 deg. 23 min. 41 sec. West, a distance of 625.70 ft. to a ½ inch capped rebar set, stamped "RPLS 6578";
4. South 86 deg. 03 min. 36 sec. West, a distance of 347.43 ft. to a ½ inch rebar found;
5. South 89 deg. 20 min. 49 sec. West, a distance of 55.52 ft.;
6. South 88 deg. 42 min. 58 sec. West, a distance of 185.12 ft. to a 4 inch pipe corner post at the Northwest corner of the 3.043 acre tract of land conveyed to Daystar Landscapes, Inc. in Inst. No. 20211019002128100, said Official Public Records and the Northeast corner of the 5.85 acre tract of land conveyed to Mage Partners, LLC in Inst. No. 20201207002190190, said Official Public Records;

7. South 89 deg. 35 min. 38 sec. West, with the North line of said Mage Partners, LLC 5.85 ac., a distance of 653.23 ft. to a spike nail found in the pavement of Legacy Drive, a public road, in the West line of said Collin County School Land Survey and the East line of John H. Durrett Survey, Abstract No. 350, Denton County, Texas, at the Southwest corner of both said BGY Prosper 221, LLC 76.131 ac. and the herein described tract;

THENCE North 00 deg. 33 min. 59 sec. East, with or near the center of said Legacy Drive, along the West line of both said Collin County School Land Survey and BGY Prosper 221, LLC 76.131 ac. and the East line of said John H. Durrett Survey, Denton County, a distance of 472.79 ft. to a spike nail found at the Southwest corner of said Prosper ISD 38.572 ac. and the most Western Northwest corner of the herein described tract;

THENCE Easterly and Northerly, with the South and East lines of said Prosper ISD 38.572 ac., the following calls and distances:

1. South 89 deg. 26 min. 16 sec. East, a distance of 424.83 ft. to a ½ inch capped rebar set, stamped "RPLS 6578" at the beginning of a curve;
2. With a curve to the right, having a radius of 270.00 ft., a central angle of 30 deg. 16 min. 47 sec, Chord bears: South 74 deg. 17 min. 53 sec. East, 141.04 ft. and an arc length of 142.69 ft. to a 5/8 inch capped rebar found, stamped "TNP" at the end of said curve;
3. South 59 deg. 09 min. 29 sec. East, a distance of 268.01 ft. to a ½ inch capped rebar set, stamped "RPLS 6578" at the beginning of a curve;
4. With a curve to the left, having a radius of 330.00 ft., a central angle of 29 deg. 35 min. 36 sec., Chord bears: South 73 deg. 54 min. 17 sec. East, 168.56 ft., and an arc length of 170.45 ft. to a 5/8 inch rebar found, at the most Southerly Southeast corner of said Prosper Independent School District 38.572 ac. and an Ell corner of the herein described tract;
5. North 01 deg. 22 min. 03 sec. East, a distance of 190.16 ft. to a 5/8 inch capped rebar found, stamped "TNP" at an Ell corner of said Prosper ISD 38.572 ac. and a Northwest corner of the herein described tract;
6. South 88 deg. 43 min. 25 sec. East, a distance of 102.12 ft. to a 5/8 inch rebar found at the beginning of curve;
7. Northeasterly, with a curve to the left, having a central angle of 55 deg. 04 min. 26 sec., a radius of 140.02 ft. (chord bears North 63 deg. 47 min. 32 sec. East, 129.47 ft.), an arc distance of 134.59 ft. to a 5/8 inch capped rebar found, stamped "TNP" at the beginning of a reverse curve;
8. Northeasterly, with a curve to the right, having a central angle of 29 deg. 15 min. 05 sec., a radius of 460.00 ft. (chord bears North 50 deg. 52 min. 51 sec. East, 232.30 ft.), an arc distance of 234.85 ft. to a 5/8 inch capped rebar found, stamped "TNP" at the most Eastern Southeast corner of said Prosper ISD 38.572 ac. and an angle point of the herein described tract;
9. North 01 deg. 47 min. 13 sec. East, a distance of 1,039.51 ft. to the **PLACE OF BEGINNING** and containing **37.554 ACRES** of land.



Kate A. Wagner
 Kate A. Wagner, R.P.L.S. No. 6578
 September 28, 2023

EXHIBIT A-2

TRACT 1

Property Depiction

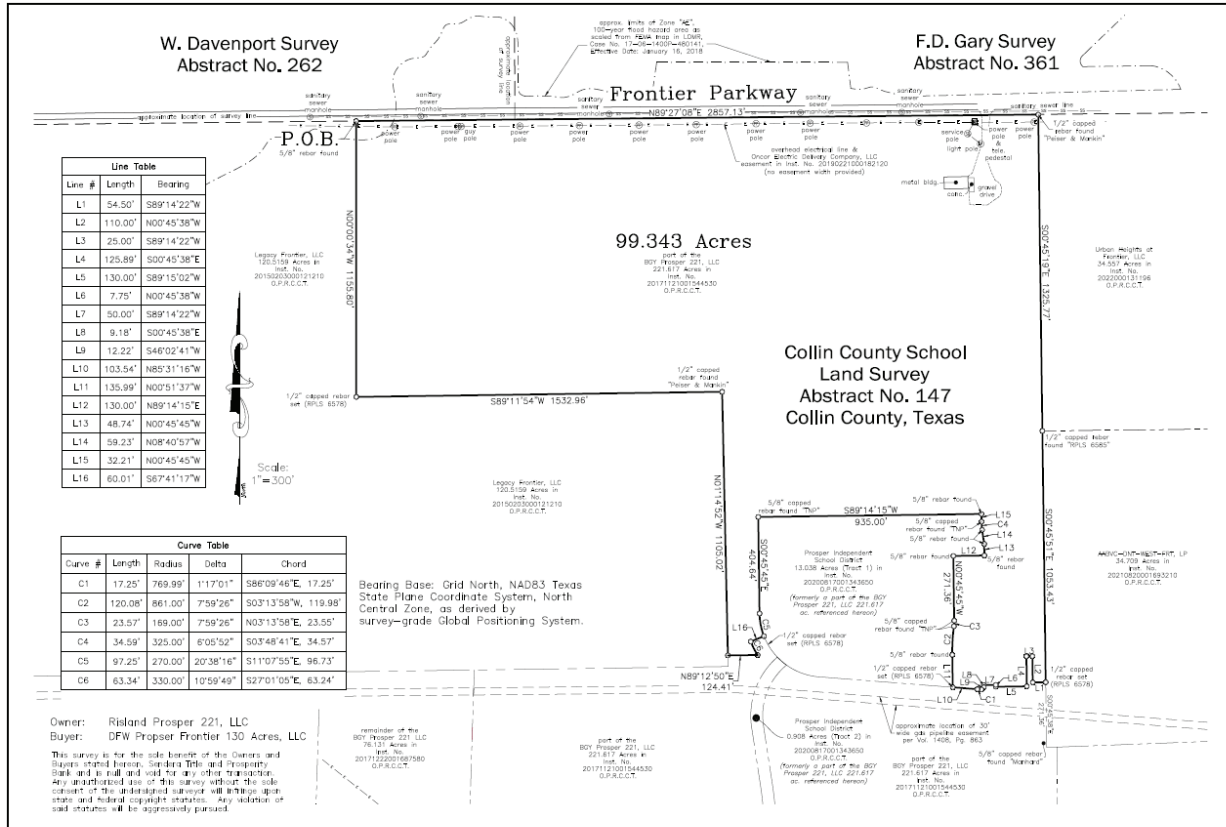


EXHIBIT B

Thoroughfare Improvements

(see attached)

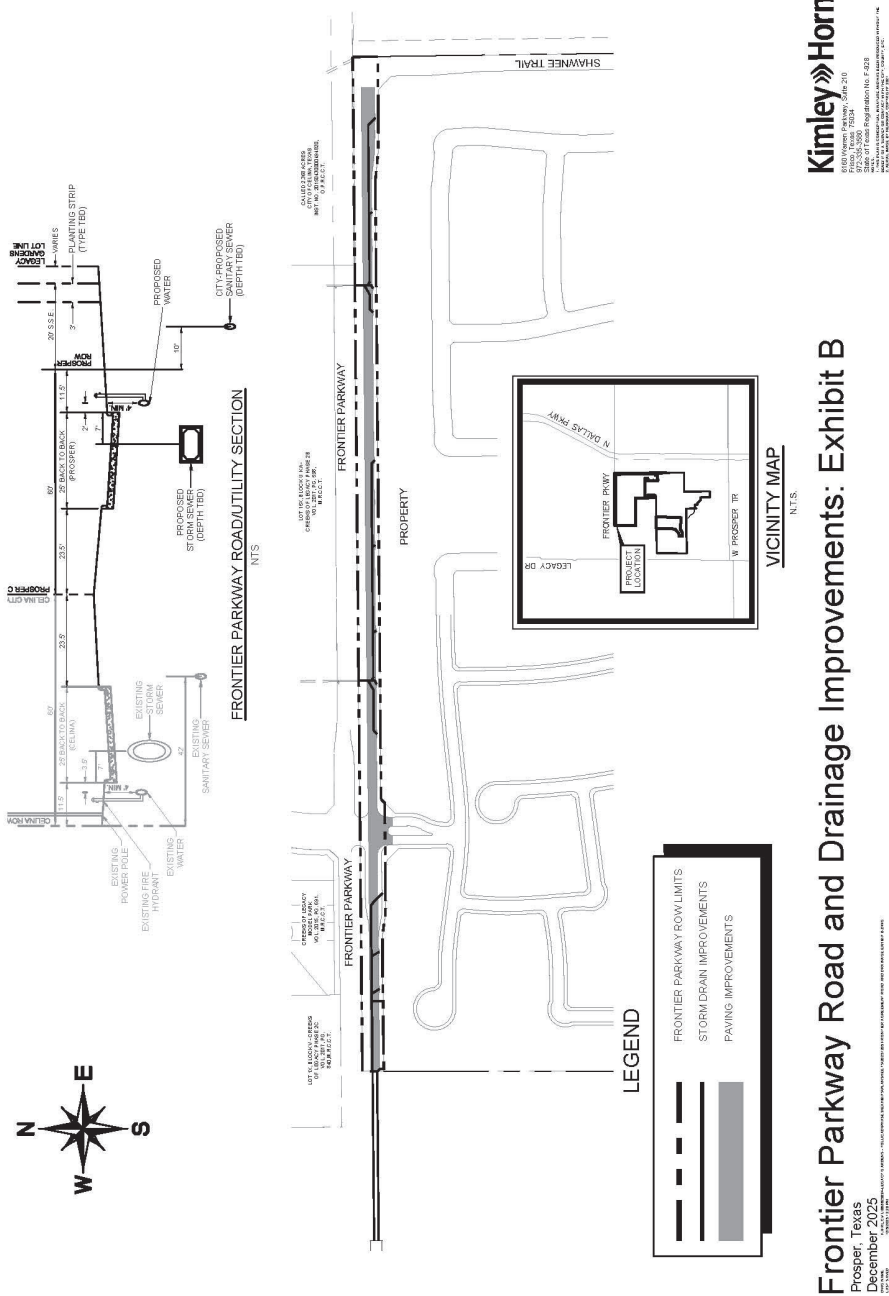


EXHIBIT C**Estimated Construction Costs for the Thoroughfare Improvements**

Exhibit C					
Item No.	Description	Unit	Quantity	Unit Price	Amount
Frontier Earthwork, Paving, Erosion Control, and Landscaping					
F-E1	CONSTRUCTION ENTRANCE	EA	1	\$ 3,500.00	\$ 3,500.00
F-E2	CLEARING & GRUBBING (INCLUDES TREE CLEARING/DISPOSAL)	AC	6.5	\$ 625.00	\$ 4,062.50
F-E3	UNCLASSIFIED EXCAVATION, PLACEMENT, & COMPACTION	CY	570	\$ 2.65	\$ 1,510.50
F-E4	PLACEMENT OF EXCESS FILL	CY	18,480	\$ 3.51	\$ 64,864.80
F-E5	MOISTURE CONDITION ROADS, 4' DEPTH	CY	12,892	\$ 2.70	\$ 34,807.62
F-P1	10" REINFORCED CONCRETE PAVEMENT - MIN 3500 PSI W/ NO. 4 BARS 18" O.C.B.W.	SY	8,401	\$ 65.00	\$ 546,065.00
F-P2	12" THICK LIME STABILIZED SUBGRADE	SY	9,669	\$ 4.50	\$ 43,510.50
F-P3	HYDRATED LIME (81#/SY) - ASSUMING IN-PLACE UNIT WEIGHT OF 100 PCF	TONS	392	\$ 300.00	\$ 117,600.00
F-P4	MOISTURE BARRIER MIN. 10 MIL POLYETHYLENE SHEETING	SY	3,269	\$ 2.00	\$ 6,538.00
F-P5	DIRECTIONAL BARRIER FREE RAMP (WIDTH PER PLAN)	EA	2	\$ 3,200.00	\$ 6,400.00
F-P6	STANDARD STREET PAVEMENT HEADER	LF	61	\$ 20.00	\$ 1,220.00
F-P7	ROCK RIP RAP @ STREET PAVEMENT HEADER	SY	4	\$ 125.00	\$ 500.00
F-P8	SAWCUT/DEMO EXISTING CURB & CONCRETE	LF	347	\$ 15.00	\$ 5,205.00
F-P9	24" WHITE STOP LINE PM(1)-20	LF	24	\$ 10.00	\$ 240.00
F-P10	8" WHITE LINE TXDOT PM(3)-20	LF	617	\$ 3.00	\$ 1,851.00
F-P11	4" DASHED WHITE LINE TXDOT PM(3)-20 W/ TYPE I-C RAISED PAVEMENT MARKERS TXDOT PM(2)-20	LF	2,642	\$ 0.75	\$ 1,981.50
F-P12	REFL PAV MARK TY1 (V) TURN ARROW (90MIL)	EA	10	\$ 165.00	\$ 1,650.00
F-P13	REFL PAV MARK TY1 (V) WORD (90MIL)	EA	4	\$ 175.00	\$ 700.00
F-P14	OM4-1 SIGN	EA	6	\$ 150.00	\$ 900.00
F-P15	R4-7 SIGN	EA	1	\$ 385.00	\$ 385.00
F-P16	W13-1-25 SIGN	EA	1	\$ 360.00	\$ 360.00
F-P17	W13-1-45 SIGN	EA	3	\$ 360.00	\$ 1,080.00
F-P18	R11-2 SIGN MOUNTED TO TYPE III BARRICADE	EA	3	\$ 250.00	\$ 750.00
F-P19	TYPE III BARRICADE	EA	4	\$ 1,000.00	\$ 4,000.00
F-P20	TRAFFIC CONTROL	LS	1	\$ 1,000.00	\$ 1,000.00
F-P21	MAINTENANCE BOND	LS	1	\$ 8,000.00	\$ 8,000.00
F-EC1	SILT FENCE	LF	6,640	\$ 2.45	\$ 16,268.00
F-EC2	INLET PROTECTION	EA	12	\$ 175.00	\$ 2,100.00
F-EC3	EROSION CONTROL BLANKET (CURLX)	LF	8,099	\$ 0.78	\$ 6,317.22
F-LA1	SOD LAWN - SOUTH OF ROADWAY (ONLY 1' BEHIND BACK OF CURB)	SF	2,671	\$ 1.00	\$ 2,670.60
F-LA2	SEED LAWN - SOUTH OF ROADWAY	AC	0	\$ 395.00	\$ 181.70
F-LA3	SEED LAWN - MEDIAN	AC	3	\$ 395.00	\$ 1,109.95
F-LA4	LAWN IRRIGATION BY WATER TRUCK - MEDIAN (EXCLUDES WATER METER AND WATER COSTS; 16 WEEKS, 5 DAYS/WEEK)	DAY	80	\$ 1,200.00	\$ 96,000.00
Deduction of Median Opening, Left Turn Lanes, and Right Turn Lane					
F-E5	MOISTURE CONDITION ROADS, 4' DEPTH	CY	1,590	\$ (2.70)	\$ (4,293.00)
F-P1	10" REINFORCED CONCRETE PAVEMENT - MIN 3500 PSI W/ NO. 4 BARS 18" O.C.B.W.	SY	1,173	\$ (65.00)	\$ (76,245.00)
F-P2	12" THICK LIME STABILIZED SUBGRADE	SY	1,191	\$ (4.50)	\$ (5,359.50)
F-P3	HYDRATED LIME (81#/SY) - ASSUMING IN-PLACE UNIT WEIGHT OF 100 PCF	TONS	48	\$ (300.00)	\$ (14,400.00)
F-P4	MOISTURE BARRIER MIN. 10 MIL POLYETHYLENE SHEETING	SY	573	\$ (2.00)	\$ (1,146.00)
Total Deduction of Median Opening, Left Turn Lanes, and Right Turn Lane					\$ (101,443.50)
Subtotal - Frontier Earthwork, Paving, Erosion Control, and Landscaping					\$ 881,885.39

Item No.	Description	Unit	Quantity	Unit Price	Amount
Frontier Storm Drainage System					
F-D1	18" REINFORCED CONCRETE PIPE	LF	943	\$ 67.28	\$ 63,445.04
F-D2	24" REINFORCED CONCRETE PIPE	LF	764	\$ 79.97	\$ 61,097.08
F-D3	27" REINFORCED CONCRETE PIPE	LF	5	\$ 92.08	\$ 460.40
F-D4	42" REINFORCED CONCRETE PIPE	LF	28	\$ 154.53	\$ 4,326.84
F-D5	42" CLASS IV REINFORCED CONCRETE PIPE	LF	15	\$ 175.09	\$ 2,626.35
F-D6	8'X5' REINFORCED CONCRETE BOX	LF	147	\$ 548.78	\$ 80,670.66
F-D7	8'X5' GASKETED REINFORCED CONCRETE BOX	LF	25	\$ 560.68	\$ 14,017.00
F-D8	10'X5' GASKETED REINFORCED CONCRETE BOX	LF	325	\$ 872.30	\$ 283,497.50
F-D9	12'X4' REINFORCED CONCRETE BOX	LF	31	\$ 923.78	\$ 28,637.18
F-D10	12'X5' REINFORCED CONCRETE BOX	LF	342	\$ 964.56	\$ 329,879.52
F-D11	12'X5' GASKETED REINFORCED CONCRETE BOX	LF	345	\$ 1,043.30	\$ 359,938.50
F-D12	4' CONCRETE MANHOLE W 30" LID ON TOP OF 12'X5' RCB CONNECTION	EA	1	\$ 5,800.00	\$ 5,800.00
F-D13	STANDARD 10' RECESSED CURB INLET	EA	8	\$ 7,700.00	\$ 61,600.00
F-D14	NON-STANDARD DEPTH 10' RECESSED CURB INLET	EA	4	\$ 8,400.00	\$ 33,600.00
F-D15	18" GABION MATTRESS	SY	136	\$ 412.50	\$ 56,100.00
F-D16	12" GROUTED RIP RAP OVER FILTER FABRIC	SY	102	\$ 179.00	\$ 18,258.00
F-D17	CONNECT TO EXISTING STORM	EA	2	\$ 1,000.00	\$ 2,000.00
F-D18	CONNECT TO PHASE 3 STORM	EA	2	\$ 1,000.00	\$ 2,000.00
F-D19	CUSTOM DOUBLE BARRELL HEADWALL WITH TXDOT TYPE SW-O CONCRETE WINGWALLS	EA	1	\$ 49,400.00	\$ 49,400.00
F-D20	VIDEO INSPECTION OF STORM DRAIN PIPE	LF	2,970	\$ 1.80	\$ 5,346.00
F-D21	TRENCH SAFETY	LF	2,970	\$ 0.25	\$ 742.50
Subtotal: Frontier Storm Drainage System					\$ 1,463,442.57
Subtotal: Frontier Paving System					\$ 881,885.39
Subtotal: Frontier Storm Drainage System					\$ 1,463,442.57
Contingency (15%)					\$ 351,799.19
Total					\$ 2,697,127.15
NOTES:					
1. UNIT PRICES FOR EARTHWORK ARE BASED ON BIDS RECEIVED FROM FCS CONSTRUCTION ON 1/16/2025.					
2. UNIT PRICES FOR PAVING ARE BASED ON BIDS RECEIVED FROM MARIO SINACOLA ON 7/28/2025.					
3. UNIT PRICES FOR EROSION CONTROL ARE BASED ON BIDS RECEIVED FROM TERRADYNE ON 1/23/2025.					
4. UNIT PRICES FOR LANDSCAPING ARE BASED ON OPINION OF PROBABLE COST RECEIVED FROM GARRISON-JONES ON 7/28/2025.					
5. UNIT PRICES FOR UTILITIES ARE BASED ON BIDS RECEIVED FROM C.W. YOUNG CONSTRUCTION ON 7/30/2025.					
6. UNIT PRICES FOR SEEDING AND IRRIGATING LAWNS ARE BASED ON ESTIMATES RECEIVED FROM TERRADYNE ON 12/4/2025.					

EXHIBIT D

Third-Party Rights-of-Way and/or Easements

[*See attached.*]

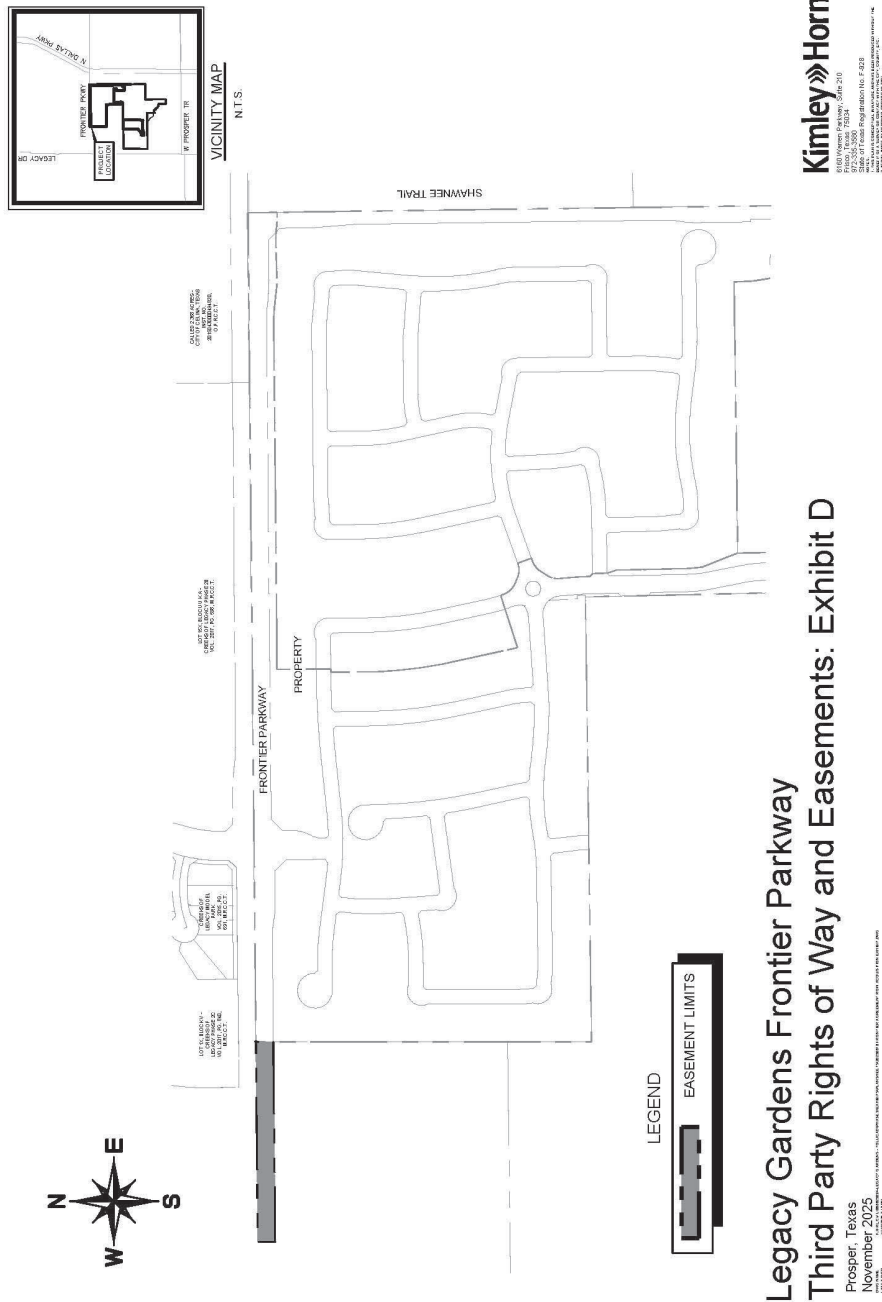


EXHIBIT E

Thoroughfare Service Areas

[*See attached.*]

EXHIBIT F-1

Existing and Remaining Shawnee Improvements

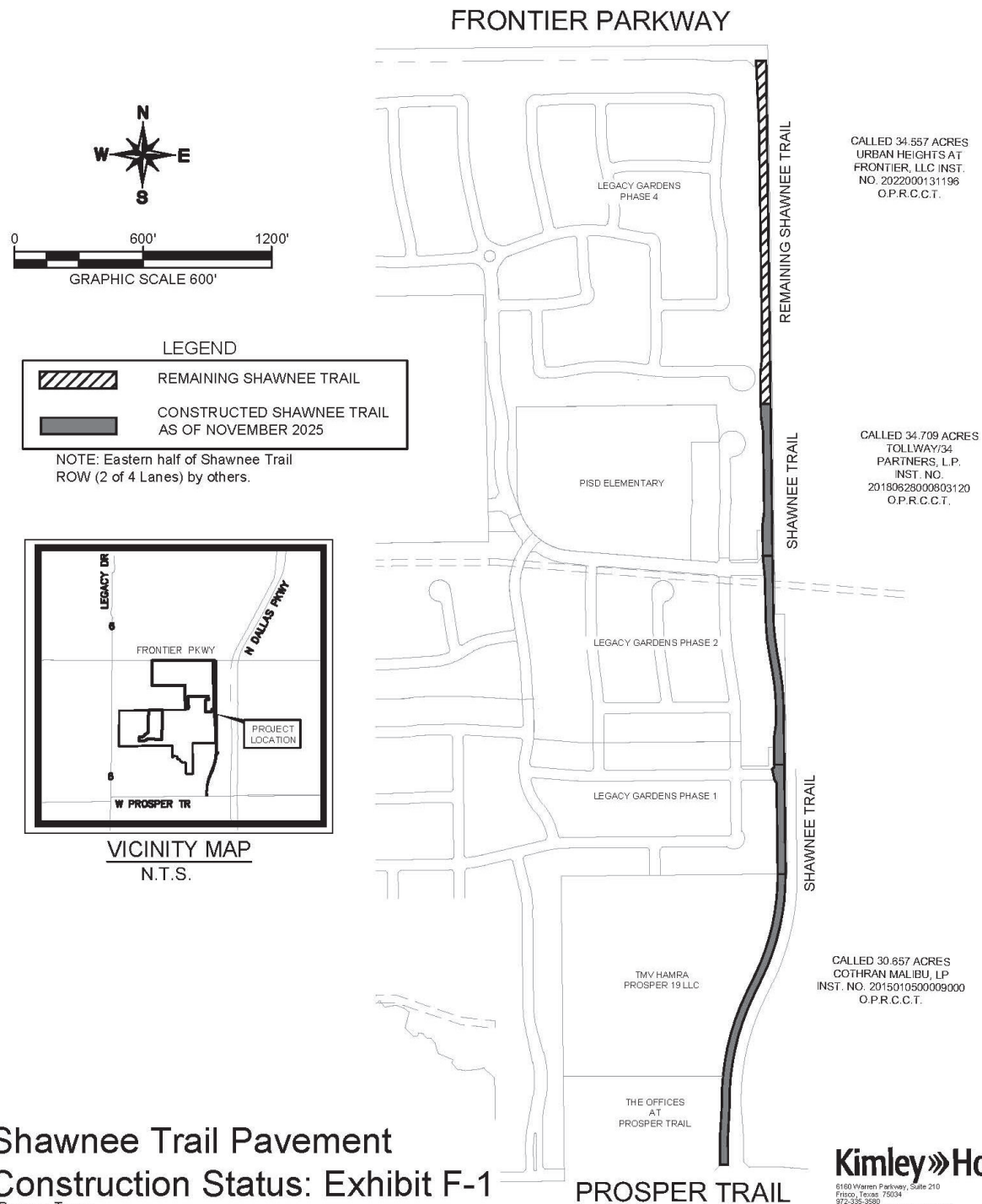
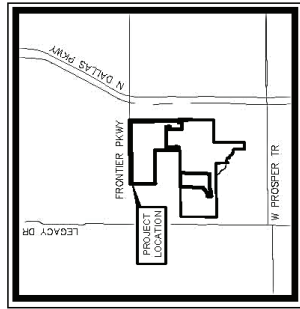
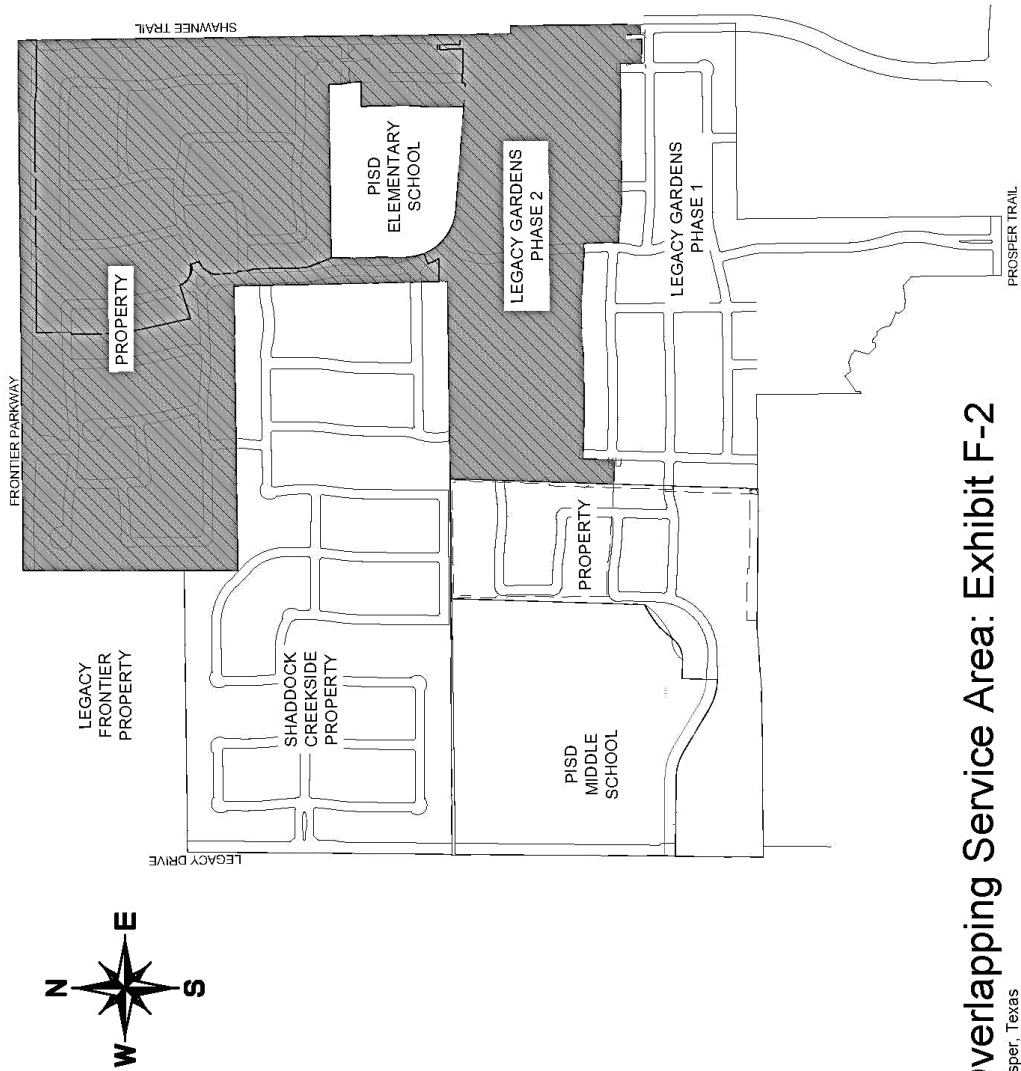


EXHIBIT F-2
Overlapping Service Area



OVERLAPPING
SERVICE AREA WITH
LEGACY GARDEN AT
PROSPER TRAIL
ROADWAY IMPACT FEE
AGREEMENT, DATED
MAY 3, 2018

Overlapping Service Area: Exhibit F-2

Prosper, Texas
December 2025

Kimley»Horn
6160 Warren Parkway, Suite 210
Prosper, Texas 75077
75077-5500
State of Texas Registration No. F-028
Professional Engineer
Kimley-Horn and Associates, Inc.
10000 North Central Expressway, Suite 1000
Dallas, Texas 75243-2098



ENGINEERING SERVICES

To: Mayor and Town Council

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

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

Re: Water Impact Fees Reimbursement Agreement
(Legacy Gardens Phases 3 and 4)

Town Council Meeting – January 27, 2026

Strategic Visioning Priority: 1. Acceleration of Infrastructure

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a Water Impact Fees Reimbursement Agreement between Toll Southwest LLC, and the Town of Prosper, Texas, related to the construction of a water line along Frontier Parkway to serve the Legacy Gardens Phases 3 and 4 developments.

Description of Agenda Item:

Toll Southwest LLC, is developing Legacy Gardens Phases 3 and 4 on the west side of Shawnee Trail south of Frontier Parkway. To facilitate the development, they have agreed to construct a 12" water line on Frontier Parkway from the western limit of the development to the eastern limit of the development adjacent to Shawnee Trail, as shown on Exhibit B in the agreement.

Since the proposed water line is depicted on the Town of Prosper Water System Capital Improvement Plan, the actual costs for the design and construction of the improvements are eligible for reimbursement of water impact fees collected by the development. The purpose of the Water Impact Fees Reimbursement Agreement is to outline the obligations of the Town of Prosper, and Toll Southwest LLC, related to the design, construction, credit and reimbursement of collected water impact fees to fund the project.

Budget Impact:

The estimated cost for the design and construction of the extension of approximately 2,804 feet of a 12" water line is \$447,598. The current anticipated water impact fees owed by the Legacy Gardens Phases 3 and 4 development is \$1,031,670. In the event that full reimbursement has not been made to Toll Southwest LLC, by the Town after the expiration of ten (10) years from the date of the Town's acceptance of the water line, the Town will reimburse Toll Southwest LLC, any shortfall.

Legal Obligations and Review:

Terrence Welch of Brown & Hofmeister, L.L.P., has reviewed the agreement as to form and legality. Toll Southwest LLC, will contribute up to \$2,000 towards the legal preparation fees.

Attached Documents:

1. Town of Prosper Water System Capital Improvement Plan
2. Water Impact Fees Reimbursement Agreement

Town Staff Recommendation:

Town staff recommends that the Town Council authorize the Town Manager to execute a Water Impact Fees Reimbursement Agreement between Toll Southwest LLC, and the Town of Prosper, Texas, related to the construction of a water line along Frontier Parkway to serve the Legacy Gardens Phases 3 and 4 developments.

Proposed Motion:

I move to authorize the Town Manager to execute a Water Impact Fees Reimbursement Agreement between Toll Southwest LLC, and the Town of Prosper, Texas, related to the construction of a water line along Frontier Parkway to serve the Legacy Gardens Phases 3 and 4 developments.

Town of Prosper Water System Capital Improvement Plan
(Legacy Gardens Phases 3 and 4)



WATER IMPACT FEES REIMBURSEMENT AGREEMENT
(LEGACY GARDENS – PHASES 3 AND 4)

THIS WATER IMPACT FEES REIMBURSEMENT AGREEMENT (LEGACY GARDENS – PHASES 3 AND 4) (“Agreement”) is made and entered into this ____ day of _____, 2026 (the “Effective Date”), by and between the **TOWN OF PROSPER, TEXAS** (“Prosper” or the “Town”), and **TOLL SOUTHWEST LLC**, a Delaware limited liability company (“Developer”), collectively referred to as the “Parties” and each individually as a “Party”.

WITNESSETH:

WHEREAS, Developer is developing Phase 3 and Phase 4 of a residential development on certain Property (defined herein) in the Town, known as “Legacy Gardens, Phases 3 and 4” (“Project”) which development previously has been approved by the Town; and

WHEREAS, the legal description of the real property subject to this Agreement is attached hereto as **Exhibit A-1**, incorporated herein by reference for all purposes, and depicted on **Exhibit A-2**, incorporated herein by reference for all purposes (the “Property”); and

WHEREAS, pursuant to the Water and Wastewater Improvement Plan (the “Master Water Plan”), Developer desires, subject to the terms and conditions set forth herein, to construct certain Water Improvements (as defined in Subparagraph 1(b), below) to serve the Property; and

WHEREAS, Developer desires to fulfill a portion of its obligation to pay Water Impact Fees (as defined in Subparagraph 1(a), below) as prescribed in Article 10.02 of Chapter 10 of the Town’s Code of Ordinances, as now existing or as may hereafter be amended (the “Impact Fee Ordinance”); and

WHEREAS, in an effort to facilitate the construction of certain water improvements serving the Project, the Parties have agreed to the terms and provisions of this Agreement; and

WHEREAS, this Agreement clearly is in the best interests of the Town and Developer and it is deemed mutually beneficial to each that the construction of water improvements for the Project proceed as is further described herein; and

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

1. Impact Fees and Water Improvements.

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

(b) As a condition to receipt of the Water Costs Reimbursement (hereinafter defined) and subject to Force Majeure, Developer shall, at its sole cost and expense, except as provided in Paragraph 3 below, construct and install or cause the construction and installation of: (i) approximately 2,804 linear feet of 12-inch waterline extension in Frontier Parkway; and (ii) one (1) 12-inch waterline stub (approximately 20 linear feet) to service residential street, Florencia Way, each in the locations generally depicted on **Exhibit B**, attached hereto and incorporated herein for all purposes (collectively referred to herein as the “Water Improvements”). The description of the Water Improvements in this Subparagraph 1(b) and/or location of such improvements shown on **Exhibit B** may be modified by the engineering plans for the Water Improvements as the design is further refined, and minor modifications to such description herein and/or location shown on **Exhibit B** may be approved by the Town’s Engineer without requiring an amendment of this Agreement. Notwithstanding the foregoing, Developer shall not be required to construct or fund any additional water improvements or facilities within or related to Frontier Parkway in excess of the scope of the Water Improvements as specifically described herein. The Water Improvements are a portion of Project No. 22 in the Master Water Plan.

(c) Developer shall use commercially reasonable efforts to bid the construction of the Water Improvements as shown in the related construction plans set with three (3) Qualified Contractors (as defined herein) and shall provide copies of the bids received for such items to Town within thirty (30) days of Developer’s receipt of same. For the avoidance of doubt, Developer may bid the construction of the Water Improvements along with or separate from construction of other infrastructure improvements for the Project (e.g., road, drainage and/or trail improvements), in its discretion. Developer shall execute one or more contract(s) for the construction of the Water Improvements (which may also include construction of other infrastructure improvements for the Project, in Developer’s discretion) with the lowest responsible and qualified bidder, as mutually and reasonably determined by Town and Developer. With respect to the Water Improvements, Developer shall: (i) commence, or cause to be commenced, construction of the Water Improvements following: (A) the execution of this Agreement; and (B) approval of the Water Improvements’ engineering plans, specifications and designs by Town’s Engineer, which approval shall not be unreasonably withheld, conditioned or delayed; (ii) construct each portion of the Water Improvements in accordance with this Agreement and otherwise in accordance with Town-approved engineering plans, specifications and designs; and (iii) complete each portion of the Water Improvements and obtain Town’s acceptance of same prior to Town’s final acceptance of the Water Improvements. 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 Water Improvements, any trees are required to be removed pursuant to the Town approved plans and specifications for

construction of the Water Improvements, Developer may not be required to comply with any applicable tree mitigation requirements. Developer must inform the Town of any tree removal that does not comply with any applicable tree mitigation requirements. For purposes of this Agreement a “Qualified Contractor” means a person, firm, corporation or business entity that is the holder of a valid registration with the Town under Ch. 3, Building Regulations, Article 3.15 Registration of Contractors of the Code of Ordinances, Town of Prosper, Texas (“Town’s Code of Ordinances”).

(d) For clarification, the construction and completion of the Water Improvements may occur after the approval and/or recordation of the final plat(s) for the Property, and the Town agrees the construction and/or completion of the Water Improvements will not be a condition to approval or recording of the final plat(s) for the Property.

(e) After completion of the Water Improvements, Developer shall secure or shall cause its contractor to secure one or more maintenance bond(s) that guarantee(s) payment of the costs of any repairs that may become necessary to any part of the construction work performed in connection with the Water Improvements, arising from defective workmanship or materials used therein, for a period of two (2) years from the date of the Town’s acceptance of the Water Improvements. The bond may include other improvements Developer completes (e.g., thoroughfare improvements) related to the Water Improvements. From and after completion of the Water Improvements, or any portion thereof, the Town agrees to and will be responsible for all maintenance and operation of the Water Improvements, including costs related thereto (except any costs covered by the maintenance bond while such bond is in effect).

(f) The estimated Water Improvements construction costs are approximately Four Hundred Forty-Seven Thousand Five Hundred Ninety-Eight and 20/100 Dollars (\$447,598.20), as more particularly described in **Exhibit C**, attached hereto and incorporated herein for all purposes (the “Estimated Water Construction Costs”). Developer acknowledges and agrees that Town is relying on Developer’s engineer’s representation and warranty that the Estimated Water Construction Costs are as described in **Exhibit C**. Prior to receiving any reimbursement described in Paragraph 3 below, Developer shall tender to Town evidence, in a form(s) reasonably acceptable to Town, that all of the actual Water Improvements construction costs (the “Water Improvement Costs”) have been paid by or on behalf of Developer, including but not limited to, Affidavits of Payment/Affidavits as to Debts and Liens and any other evidence reasonably required by Town evidencing payment of construction costs (“Evidence of Payment(s)”).

(g) The Parties acknowledge that Developer shall construct the Water Improvements, as generally depicted in **Exhibit B** and as described herein and in **Exhibit C**, the cost of which do not exceed the municipal participation limit referenced in Section 212.072(b) of the Texas Local Government Code, as amended.

2. **Easements.**

(a) Prior to or substantially concurrent with the Town's acceptance of the Water Improvements, Developer agrees to convey to the Town easements or rights-of-way for the portion of the Water Improvements within the bounds of the Property by plat or separate instrument in accordance with applicable Town subdivision ordinances.

(b) Third-Party Rights-of-Way and/or Easements. The Town agrees that no rights-of-way or easements from third-parties will be needed or required for construction or completion of the Water Improvements; therefore, the Town agrees that it will not require Developer to obtain any rights-of-way or easements from third parties for the construction of the Water Improvements and will not require the scope of the Water Improvements to increase beyond the scope of such improvements as specifically defined and described in this Agreement (which such improvements are located within the bounds of the Property).

3. Reimbursement of Project Costs from Water Impact Fees.

(a) Provided Developer completes or causes the completion of the Water Improvements in accordance with this Agreement, Developer shall receive reimbursement of its Water Improvement Costs from the Water Impact Fees collected by Town related to service from the Water Improvements, which shall include all Water Impact Fees collected from development within the Property and within the Water Service Areas (defined herein) subject to the terms of this Agreement.

(b) A depiction of the service area(s) for the Water Improvements is attached hereto as **Exhibit D** and made part hereof (the "Water Service Areas"). The Water Service Areas may be expanded from time to time and, upon such expansion, **Exhibit D** shall be amended accordingly.

(c) Water Impact Fees collected by Town related to service from the Water Improvements, including fees collected with respect both to service to the Property and service to property other than the Property within the Water Service Areas, if any, shall be utilized to reimburse Developer until the entire amount due to Developer for the Water Costs Reimbursement is paid in full. **Exhibit D** provides an estimate of remaining Water Impact Fees anticipated to be paid from properties in the Water Service Areas within the Property; however, the estimate is provided for informational purposes and the Water Costs Reimbursement herein shall not be limited by such estimate.

(d) The reimbursement amount shall be an amount equal to the *actual* construction costs associated with the Water Improvements (the "Water Costs Reimbursement"). For the avoidance of doubt, the Water Costs Reimbursement is not limited by the Estimated Water Construction Costs, which is being provided for informational purposes. The phrase "construction costs" as used throughout this Agreement shall include design costs, construction costs (including but not limited to all costs for labor, supplies and materials), engineering costs, surveying costs, costs for any easements, inspection fees, maintenance bonds, staking costs, geotechnical materials testing associated with the Water Improvements or any portion thereof; and any other costs not listed herein but shown on **Exhibit C**.

(e) All Water Impact Fees collected by Town as set forth in Subparagraph 3(c) shall be paid by Town to Developer on a quarterly basis after Developer has provided the Town with the Evidence of Payment(s) evidencing the Water Improvement Costs in accordance with Subparagraph 1(f) herein, within thirty (30) days following each March 31, June 30, September 30, and December 31 until Developer has received the full amount of the Water Costs Reimbursement.

(f) **NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, TOWN SHALL NOT BE OBLIGATED TO PROVIDE THE PROPERTY WITH THE WATER COSTS REIMBURSEMENT FOR ANY CONSTRUCTION COSTS ASSOCIATED WITH THE WATER IMPROVEMENTS UNLESS AND UNTIL DEVELOPER PROVIDES THE EVIDENCE OF PAYMENT(S) EVIDENCING THE WATER IMPROVEMENT COSTS IN ACCORDANCE WITH SUBPARAGRAPH 1(F) HEREIN.**

(g) Developer and Town acknowledge and agree that: (i) the Water Impact Fees collected may be less than the Water Costs Reimbursement to which Developer is entitled and Town does not guarantee the amount of Water Impact Fees that will be collected; (ii) after a period of ten (10) years, any shortfall between the Water Impact Fees collected pursuant to Subparagraph 3(c) and the Water Costs Reimbursement due to Developer shall be paid to Developer from Town; and (iii) Water Impact Fees owed on the Property shall be paid in accordance with the Impact Fee Ordinance.

4. **Assignment.** Developer shall have the right to assign this Agreement, in whole or in part (from time to time without the consent of the Town, but upon written notice to the Town) including any obligation, right, title, or interest of Developer under this Agreement, to (i) any person or entity that is or will become an owner of all or any portion of the Property; (ii) any homeowners' association, property owners' association or similar entity applicable to the Property or any portion thereof (each an "HOA"); or (iii) any entity that is controlled by, controlling or under common control with Developer (each such person or entity, an "Assignee"). Each assignment shall be in writing executed by Developer and the Assignee and shall obligate the Assignee to be bound by this Agreement to the extent of any rights so assigned. A copy of each assignment shall be provided to the Town. Provided that an Assignee 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 (or portion thereof) 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. Except for an assignment permitted by Subparagraphs 4(i), 4(ii) or 4(iii) above, Developer may not assign this Agreement without the Town's prior consent, which shall not be unreasonably withheld, conditioned or delayed. As to the sale of land by Developer to any party to whom this Agreement has not been assigned, in whole or in part, the purchaser thereof shall have no rights or obligations under this Agreement and this Agreement shall not apply with respect to such land.

5. **Default.**

(a) If Developer fails to comply with any provision of this Agreement after receiving forty-five (45) days' written notice to comply from the Town or such longer period as may be reasonably necessary provided that Developer commences to cure the default or breach within the 45-day period and proceeds with reasonable diligence thereafter to complete such cure (the "Cure Period"), then so long as such default continues after the expiration of the Cure Period and is not cured, the Town shall have the following remedy in addition to the Town's other rights and remedies:

(i) right to refuse, without notice and/or any other action, to issue and/or apply the reimbursements set forth in Paragraph 3.

(b) For the avoidance of doubt, Developer shall not be in default under this Agreement if, within the Cure Period, Developer begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured.

(c) In the event Town fails to comply with the terms and conditions of this Agreement, Developer may seek specific enforcement of this Agreement, terminate this Agreement or pursue any other remedies available at law or in equity.

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

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

8. **Covenant Running with Land; Binding Agreement.** This Agreement shall be a covenant running with the land and the Property and shall be binding upon the Parties and each Party's respective officers, directors, partners, employees, representatives, agents, successors, assignees, vendors, grantees and/or trustees. In addition, the Parties shall cause this Agreement to be filed in the Real Property Records of Collin County, Texas.

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

10. **Notices.** Any notice provided or permitted to be given under this Agreement must be in writing and may be served by (i) depositing same in the United States mail, addressed to the Party to be notified, postage pre-paid and registered or certified with

return receipt requested, (ii) by electronic mail; or (iii) by delivering the same in person to such Party via a hand-delivery service that provides a return receipt showing the actual date of delivery of the same to the addressee; or (iv) any overnight courier service such as Federal Express that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance with (i), (iii) or (iv) herewith shall be effective upon receipt at the address of the addressee. Notice given in accordance with (ii) herewith shall be effective upon receipt at the address of the addressee if given by 5:00 pm CT on a business day; otherwise, notice will be effective on the next business day. For purposes of this Agreement a “business day” is a day that is not a Saturday, Sunday, federal holiday or holiday in the State of Texas. For purposes of notice, the addresses of the Parties shall be as follows:

If to Town, addressed to it at:

Town of Prosper
 ATTN: Mario Canizares, Town Manager
 P. O. Box 307
 250 W. First Street
 Prosper, Texas 75078
 Telephone: (972) 346-2640
 E-mail: mcanizares@prospertx.gov

With a copy to:

Brown & Hofmeister, L.L.P.
 ATTN: Terrence S. Welch, Esq.
 740 E. Campbell Road, Suite 800
 Richardson, TX 75081
 Telephone: (214) 747-6104
 E-mail: twelch@bhlaw.net

If to Developer, addressed to it at:

Toll Southwest LLC
 c/o Toll Brothers
 ATTN: Mike Boswell, Vice President, Land Development
 2555 SW Grapevine Parkway, Suite 100
 Grapevine, TX 76051
 E-mail: mboswell@tollbrothers.com

With a copy to:

Winstead PC
 ATTN: Laura Hoffmann
 2728 N. Harwood Street
 Suite 500
 Dallas, Texas 75201
 E-mail: lhoffmann@winstead.com

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

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

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

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

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

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

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

18. **Force Majeure.** It is expressly understood and agreed by the Parties to this Agreement that, except for monetary obligations (e.g., payment of a reimbursement), if the performance of any obligations hereunder is delayed by reason of war; civil commotion; acts of God; strike; inclement weather; shortages or unavailability of labor,

supplies, or materials; incidence of disease or other illness that reaches outbreak, epidemic, or pandemic proportions or other causes affecting the area in which the Property is located; utility failures or delays; or other circumstances that are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or performance requirement and any applicable completion deadline shall be extended for a period of time equal to the period such Party was delayed ("Force Majeure").

19. **Conflicts.** In the event of any conflict between this Agreement and any other ordinance, rule, regulation, standard, policy, order, guideline or other Town-adopted or Town-enforced requirement, this Agreement shall control.

20. **Authority to Execute.** The Agreement shall become a binding obligation on the Parties upon execution by all signatories hereto. The Town warrants and represents that the individual executing this Agreement on behalf of the Town has full authority to execute this Agreement and bind the Town to the same. Developer warrants and represents that the individual executing this Agreement on behalf of Developer has full authority to execute this Agreement and bind Developer to the same. This Agreement is and shall be binding upon the Parties and their respective successors, heirs, assigns, grantees, vendors, trustees and representatives.

21. **Mediation.** The Parties shall attempt in good faith to resolve any disagreement or conflict concerning this Agreement, including but not limited to any disagreement or conflict concerning the interpretation of this Agreement. Either Party may initiate negotiations to resolve such a disagreement or conflict by providing written Notice to the other Party (the "Initial Notice"), setting forth the subject of the conflict and the proposed solution. In the event such disagreement cannot be resolved by the Parties hereto within sixty (60) days of the receiving Party's receipt of the Initial Notice, the Parties agree to submit such disagreement to nonbinding mediation before a single mediator mutually agreed upon by the Parties who has had at least ten (10) years' relevant experience in the commercial real estate industry. If within fifteen (15) days after the date of mediation, the Parties have not reached agreement on resolution of the conflict or disagreement, then either Party may (but shall not be obligated to) commence an action in accordance with the requirements of Paragraph 9 herein.

22. **Indemnification.** FROM THE EFFECTIVE DATE OF THIS AGREEMENT TO THE DATE ON WHICH ALL WORK WITH RESPECT TO THE WATER IMPROVEMENTS IS COMPLETED AND ALL WATER IMPROVEMENTS, HAVE BEEN ACCEPTED BY THE TOWN (WHICH ACCEPTANCE WILL NOT BE UNREASONABLY WITHHELD, CONDITIONED OR DELAYED), DEVELOPER, INDIVIDUALLY AND ON BEHALF OF ITS RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES AND/OR TRUSTEES, DOES HEREBY AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE TOWN AND ITS ELECTED AND

APPOINTED OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE) LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), CAUSED BY THE NEGLIGENT, GROSSLY NEGLIGENT, AND/OR INTENTIONAL ACT AND/OR OMISSION OF THE APPLICABLE DEVELOPER, ITS OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, REPRESENTATIVES, AGENTS, OR ANY OTHER THIRD PARTIES FOR WHOM SUCH DEVELOPER IS LEGALLY RESPONSIBLE, IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, THE CONSTRUCTION OF THE WATER IMPROVEMENTS CONTEMPLATED HEREIN (HEREINAFTER "CLAIMS"). DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND THE TOWN AGAINST ALL SUCH CLAIMS ARISING UNDER THIS AGREEMENT, AND THE TOWN IS REQUIRED TO REASONABLY COOPERATE AND ASSIST DEVELOPER IN PROVIDING SUCH DEFENSE. NOTWITHSTANDING THE FOREGOING, NO INDEMNIFICATION IS GIVEN HEREUNDER FOR ANY ACTION, DAMAGE, CLAIM, LOSS OR EXPENSE DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE ATTRIBUTABLE TO THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF ANY INDEMNIFIED PARTY, AND IN THE EVENT OF CONCURRENT FAULT OR NEGLIGENCE OF THE PARTIES, LIABILITY, IF ANY, WILL BE ALLOCATED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

23. **Approval of Counsel.** In its reasonable discretion, the Town shall have the right to approve counsel to be retained by Developer in fulfilling its obligation under Paragraph 22 hereunder to defend and indemnify the Town. The Town reserves the right to provide a portion or all of its' own defense, at its sole cost; however, the Town is under no obligation to do so. Any such action by the Town is not to be construed as a waiver of Developer's obligation to defend the Town or as a waiver of Developer's obligation to indemnify the Town pursuant to Paragraph 22 of this Agreement. Developer shall retain Town-approved defense counsel within fifteen (15) business days' of the Town's written notice that the Town is invoking its right to indemnification under this Agreement.

24. **Survival.** Paragraph 22, "Indemnification," shall survive the termination of this Agreement.

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

26. **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.

27. **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.

28. **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 (after receiving all contractual offsets, credits and reimbursements) roughly proportional to the need for such land and (after receiving all contractual offsets, credits and reimbursements) 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 (after receiving all contractual offsets, credits and reimbursements) 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 water service to the Property.

29. **Estoppel.** Any Party shall, at any time upon reasonable request by any other Party, provide an estoppel certificate or similar document evidencing that this Agreement is in full force and effect, that no event of default exists hereunder (or, if appropriate, specifying the nature and duration of any existing default and the steps required to cure the same), and/or any other improvements or obligations set forth in this Agreement.

30. **Attorney's Fees.** Developer agrees to pay, or cause to be paid, to Prosper any attorney's fees charged to Prosper by Prosper's legal counsel for, among other things, legal review and revision of this Agreement and any resolutions needed for approval of this Agreement, negotiations and discussions with Developer's attorney and the provision of advice to applicable Prosper Town Staff and the Prosper Town Council, in an amount not to exceed \$2,000.00 within thirty (30) days upon receipt of an invoice of same from Prosper.

31. **Captions and Headings.** The captions and headings of the paragraphs of this Agreement are for convenience and reference only and shall not affect, modify or amplify the provision of this Agreement nor shall they be employed to interpret or aid in the construction of this Agreement.

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

THE TOWN OF PROSPER, TEXAS

By: _____

Name: Mario Canizares

Title: Town Manager

STATE OF TEXAS)

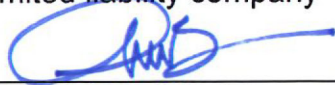
)

COUNTY OF COLLIN)

 This instrument was acknowledged before me on the ____ day of _____, 2026, by Mario Canizares, Town Manager for the Town of Prosper, Texas, on behalf of the Town of Prosper, Texas.

Notary Public, State of Texas

Toll Southwest LLC,
a Delaware limited liability company

By: 
Name: David M. "Mike" Boswell
Title: Vice President of Land Development

STATE OF TEXAS §
COUNTY OF Tarrant §

Before me, the undersigned authority, a notary public in and for the State of Texas, on this day personally appeared David M. "Mike" Boswell, Vice President of Land Development, of Toll Southwest LLC, a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed, and in the capacity therein stated, on behalf of such entity.

Given under my hand and seal of office this 5th day of January, 2026.



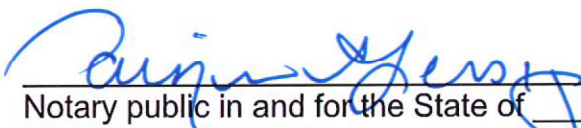

Notary public in and for the State of _____
My commission expires: _____

EXHIBIT A-1**Tract 1
Property Legal Description**

SITUATED in the Town of Prosper, County of Collin, State of Texas, being a part of the Collin County School Land Survey, Abstract No. 147, being a part of the 221.617 acre tract conveyed by Special Warranty Deed from Legacy Estates At Prosper Trail, Inc. to BGY Prosper 221, LLC on November 17, 2017, as recorded in Instrument No. 20171121001544530, Official Public Records, Collin County, Texas, being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a 5/8 inch rebar found in the South right-of-way line of Frontier Parkway, a public street, at the most Northern Northeast corner of the 120.5159 acre tract of land conveyed to Legacy Frontier, LLC, recorded in Instrument No. 20150203000121210, said Official Public Records, and the most Northern Northwest corner of both said BGY Prosper 221, LLC 221.617 ac. and the herein described tract;

THENCE North 89 deg. 27 min. 08 sec. East, with the South right-of-way line of said Frontier Parkway and the a North line of said BGY Prosper 221, LLC 221.617 ac., a distance of 2,857.13 ft. to a 1/2 inch capped rebar found, stamped "Peiser & Mankin" at the Northwest corner of the 34.557 acre tract of land conveyed to Urban Heights at Frontier, LLC, recorded in Instrument No. 2022000131196, said Official Public Records and the most Northern Northeast corner of both said BGY Prosper 221, LLC 221.617 ac. and the herein described tract;

THENCE South 00 deg. 45 min. 19 sec. East, with the West line of said Urban Heights 34.557 ac. and BGY Prosper 221, LLC 221.617 ac., a distance of 1,325.77 ft. to a 1/2 inch capped rebar found, stamped "RPLS 6585" at the Northwest corner of the 34.709 acre tract of land conveyed to AABVC-DNT-WEST-FRT, LP, recorded in Instrument No. 20210820001693210, said Official Public Records, the Southwest corner of said Urban Heights at Frontier, LLC 34.557 ac. and an angle point of the herein described tract;

THENCE South 00 deg. 45 min. 51 sec. East, with the West line of said AABVC-DNT-WEST-FRT 34.709 ac. and BGY Prosper 221, LLC 221.617 ac., a distance of 1,053.43 ft. to a 1/2 inch capped rebar set, stamped "RPLS 6578" at the most Eastern Southeast corner of the herein described tract, **SAID** rebar bears North 00 deg. 45 min. 48 sec. West, 271.18 ft. from a 5/8 inch capped rebar found, stamped "Manhard" at the Southwest corner of said AABVC-DNT-WEST-FRT 34.709 ac.;

THENCE Westerly, Northerly and Southerly, over and across said BGY Prosper 221, LLC 221.617 ac., the following calls and distances:

1. South 89 deg. 14 min. 22 sec. West, a distance of 54.50 ft. to a point at a Southwest corner of the herein described tract;

2. North 00 deg. 45 min. 38 sec. West, a distance of 110.00 ft. to an Ell corner of the herein described tract;
3. South 89 deg. 14 min. 22 sec. West, a distance of 25.00 ft. to an Ell corner of the herein described tract;
4. South 00 deg. 45 min. 38 sec. East, a distance of 125.89 ft. to a point at a Southeast corner of the herein described tract;
5. South 89 deg. 15 min. 02 sec. West, a distance of 130.00 ft. to a point at a Southwest corner of the herein described tract ;
6. North 00 deg. 45 min. 38 sec. West, a distance of 7.75 ft. to an Ell corner of the herein described tract;
7. South 89 deg. 14 min. 22 sec. West, a distance of 50.00 ft. to an Ell corner of the herein described tract;
8. South 00 deg. 45 min. 38 sec. East, a distance of 9.18 ft. to a point;
9. South 46 deg. 02 min. 41 sec. West, a distance of 12.22 ft. to a point at the beginning of said curve;
10. Northwesterly, with a curve to the right, having a central angle of 1 deg. 17 min. 01 sec., a radius of 769.99 ft. (chord bears North 86 deg. 09 min. 46 sec. West, 17.25 ft.), an arc distance of 17.25 ft. to a point at the end of said curve;
11. North 85 deg. 31 min. 16 sec. West, a distance of 103.54 ft. to a 1/2 inch capped rebar set, stamped "RPLS 6578" at the most Southern Southeast corner of the 13.038 acre tract of land conveyed to Prosper Independent School District, recorded in Instrument No. 20200817001343650, Official Public Records, *(formerly a part of the BGY Prosper 221, LLC 221.617 ac.)* and the most Southerly Southwest corner of the herein described tract;

THENCE Northerly, Easterly, Westerly and Southerly with the East, North and West lines of said Prosper ISD 13.038 ac., the following calls and distances:

1. North 00 deg. 51 min. 37 sec. West, a distance of 135.99 ft. to a 5/8 inch rebar found at the beginning of curve;
2. Northeasterly, with a curve to the right, having a central angle of 7 deg. 59 min. 26 sec., a radius of 861.00 ft. (chord bears North 03 deg. 13 min. 58 sec. East, 119.98 ft.), an arc distance of 120.08 ft. to a 5/8 inch capped rebar found, stamped "TNP" at the beginning of a reverse curve;

3. Northeasterly, with a curve to the left, having a central angle of 7 deg. 59 min. 26 sec., a radius of 169.00 ft. (chord bears North 03 deg. 13 min. 58 sec. East, 23.55 ft.), an arc distance of 23.57 ft. to a 5/8 inch capped rebar found, stamped "TNP";
4. North 00 deg. 45 min. 45 sec. West, a distance of 271.36 ft. to a 1/2 inch rebar found at an Ell corner of said Prosper ISD 13.038 ac. and a Northwest corner of the herein described tract;
5. North 89 deg. 14 min. 15 sec. East, a distance of 130.00 ft. to a 5/8 inch rebar found at the most Eastern Southeast corner of said Prosper ISD 13.038 ac. and an Ell corner of the herein described tract;
6. North 00 deg. 45 min. 45 sec. West, a distance of 48.74 ft. to a 5/8 inch rebar found;
7. North 08 deg. 40 min. 57 sec. West, a distance of 59.23 ft. to a 5/8 inch rebar found at the beginning of curve;
8. Northwesterly, with a curve to the right, having a central angle of 6 deg. 05 min. 52 sec., a radius of 325.00 ft. (chord bears North 03 deg. 48 min. 41 sec. West, 34.57 ft.), an arc distance of 34.59 ft. to a 5/8 inch capped rebar found, stamped "TNP";
9. North 00 deg. 45 min. 45 sec. West, a distance of 32.21 ft. to a 5/8 inch rebar found at the Northwest corner of said Prosper ISD 13.038 ac. and an Ell corner of the herein described tract;
10. South 89 deg. 14 min. 15 sec. West, a distance of 935.00 ft. to a 5/8 inch capped rebar found, stamped "TNP" at the Northwest corner of said Prosper ISD 13.038 ac. and an Ell corner of the herein described tract;
11. South 00 deg. 45 min. 45 sec. East, a distance of 404.64 ft. to a 1/2 inch capped rebar set, stamped "RPLS 6578" at the beginning of said curve;
12. Southeasterly, with a curve to the left, having a central angle of 20 deg. 38 min. 16 sec., a radius of 270.00 ft. (chord bears South 11 deg. 07 min. 55 sec. East, 96.73 ft.), an arc distance of 97.25 ft. to a 1/2 inch capped rebar set, stamped "RPLS 6578" at a Southeast corner of the herein described tract;

THENCE Westerly and Southerly, over and across said BGY Prosper 221, LLC 221.617 ac., the following calls and distances:

1. South 67 deg. 41 min. 17 sec. West, a distance of 60.01 ft. to a point at the beginning of curve;

2. Southeasterly, with a curve to the right, having a central angle of 27 deg. 01 min. 05 sec., a radius of 330.00 ft. (chord bears South 27 deg. 01 min. 05 sec. East, 63.245 ft.), an arc distance of 63.34 ft. to a point at the end of said curve;

3. South 89 deg. 12 min. 50 sec. West, a distance of 124.41 ft. to a in an Easterly line of said Legacy Frontier, LLC 120.5159 ac., the Ell corner of said BGY Prosper 221, LLC 221.617 ac. and a Southwest corner of the herein described tract;

THENCE North 01 deg. 14 min. 52 sec. West, with an East line of said Legacy Frontier, LLC 120.5159 ac. and a West line of said BGY Prosper 221, LLC 221.617 ac., a distance of 1,105.02 ft. to a 1/2 inch capped rebar found, stamped “Peiser & Mankin” at the most Eastern Northeast corner of said Legacy Frontier, LLC 120.5159 ac. and an Ell corner of both said BGY Prosper 221, LLC 221.617 ac. and the herein described tract;

THENCE South 89 deg. 11 min. 54 sec. West, with a North line of said Legacy Frontier, LLC 120.5159 ac. and a South line of said BGY Prosper 221, LLC 221.617 ac., a distance of 1,532.96 ft. to a 1/2 inch capped rebar set, stamped “RPLS 6578” at an Ell corner of said Legacy Frontier, LLC 120.5159 ac. and the most Western Southwest corner of both said BGY Prosper 221, LLC 221.617 ac. and the herein described tract;

THENCE North 00 deg. 00 min. 34 sec. West, with an East line of said Legacy Frontier, LLC 120.5159 ac. and a West line of said BGY Prosper 221, LLC 221.617 ac., a distance of 1,155.80 ft. to the **PLACE OF BEGINNING** and containing **99.343 ACRES** of land.

[Property description continues on the following pages.]

Tract 2 Property Legal Description

Helvey-Wagner Surveying, Inc.

222 West Main Street · Denison, Texas 75020
Ph: (903) 463-6191 · Email: kate@helveywagnersurveying.net
Texas Board of Engineers and Land Surveyors Firm Registration No. 10088100
Billy F. Helvey, RPLS No. 4488 – Kate A. Wagner, RPLS No. 6578

FIELD NOTES 37.554 Acres

SITUATED in the Town of Prosper, County of Collin, State of Texas, being a part of the Collin County School Land Survey, Abstract No. 147, being a part of the 76.131 acre tract conveyed by Special Warranty Deed from West Prosper 76, Ltd. to BGY Prosper 221, LLC on December 15, 2017, as recorded in Instrument No. 20171222001687580, Official Public Records, Collin County, Texas, being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a 5/8 inch rebar found in the South line of the 120.5159 acre tract of land conveyed to Legacy Frontier, LLC, recorded in Instrument No. 20150203000121210, said Official Public Records, at the Northeast corner of the 38.572 acre tract of land conveyed to Prosper Independent School District, recorded in Instrument No. 20200817001344070, said Official Public Records, *(formerly a part of said BGY Prosper 221, LLC 76.131 ac.)* and the most Northern Northwest corner of the herein described tract;

THENCE North 89 deg. 12 min. 45 sec. East, with the South line of said Legacy Frontier, LLC 120.5159 ac. and the North line of said BGY Prosper 221, LLC 76.131 ac., a distance of 645.55 ft. to a 1/2 inch capped rebar set, stamped "RPLS 6578" at the Northeast corner of said BGY Prosper 221, LLC 76.131 ac. the herein described tract and a Northwest corner of the remainder of the 221.617 acre tract of land conveyed to BGY Prosper 221, LLC in Inst. No. 20171121001544530, said Official Public Records, **FROM** which a 60D nail found at the East base of a 5 inch bois d'arc corner post at an Ell corner of said BGY Prosper 221, LLC 221.617 ac. bears North 89 deg. 12 min. 45 sec. East, 1,063.53 ft.;

THENCE South 01 deg. 49 min. 26 sec. West, with the East line of said BGY Prosper 221, LLC 76.131 ac., passing the Northwest corner of Lot 3, Block H of Legacy Gardens, Phase 1, to the Town of Prosper, Collin County, Texas as recorded in Volume 2019, Page 619, Map Records, Collin County, Texas, continuing now with the West line of said Block H, Legacy Gardens, passing a 5/8 inch rebar found, stamped "Jones Cater" at a distance of 1,051.26 ft., continuing on and passing a "X" found in concrete wall a distance of 1,151.26 ft. at the Southwest corner of Lot 1, said Block H and continuing on said course for a **TOTAL** distance of 1,657.83 ft. to a point in the North line of the 18.15 acre tract of land conveyed to Hope Fellowship Ministries in Inst. No. 20200227000279210, said Official Public Records, at the Southwest corner of Lot 5, Block D, said Legacy Gardens, Phase 1 and the Southeast corner of both said BGY Prosper 221, LLC 76.131 ac. and the herein described tract;

THENCE Westerly, along the South line of said BGY Prosper 221, LLC 76.131 ac., the following calls and distances:

1. South 89 deg. 24 min. 46 sec. West, a distance of 77.37 ft. to a ¾ inch rebar found at the Northwest corner of said Hope Fellowship Ministries 18.15 ac. and the Northeast corner of the 8.769 acre tract of land (Tract 2) conveyed to Avicenna Management, LLC in Inst. No. 20220208000214910, said Official Public Records;
2. South 88 deg. 14 min. 28 sec. West, a distance of 42.05 ft. to a ½ inch rebar found;
3. North 89 deg. 23 min. 41 sec. West, a distance of 625.70 ft. to a ½ inch capped rebar set, stamped "RPLS 6578";
4. South 86 deg. 03 min. 36 sec. West, a distance of 347.43 ft. to a ½ inch rebar found;
5. South 89 deg. 20 min. 49 sec. West, a distance of 55.52 ft.;
6. South 88 deg. 42 min. 58 sec. West, a distance of 185.12 ft. to a 4 inch pipe corner post at the Northwest corner of the 3.043 acre tract of land conveyed to Daystar Landscapes, Inc. in Inst. No. 20211019002128100, said Official Public Records and the Northeast corner of the 5.85 acre tract of land conveyed to Mage Partners, LLC in Inst. No. 20201207002190190, said Official Public Records;

7. South 89 deg. 35 min. 38 sec. West, with the North line of said Mage Partners, LLC 5.85 ac., a distance of 653.23 ft. to a spike nail found in the pavement of Legacy Drive, a public road, in the West line of said Collin County School Land Survey and the East line of John H. Durrett Survey, Abstract No. 350, Denton County, Texas, at the Southwest corner of both said BGY Prosper 221, LLC 76.131 ac. and the herein described tract;

THENCE North 00 deg. 33 min. 59 sec. East, with or near the center of said Legacy Drive, along the West line of both said Collin County School Land Survey and BGY Prosper 221, LLC 76.131 ac. and the East line of said John H. Durrett Survey, Denton County, a distance of 472.79 ft. to a spike nail found at the Southwest corner of said Prosper ISD 38.572 ac. and the most Western Northwest corner of the herein described tract;

THENCE Easterly and Northerly, with the South and East lines of said Prosper ISD 38.572 ac., the following calls and distances:

1. South 89 deg. 26 min. 16 sec. East, a distance of 424.83 ft. to a ½ inch capped rebar set, stamped "RPLS 6578" at the beginning of a curve;
2. With a curve to the right, having a radius of 270.00 ft., a central angle of 30 deg. 16 min. 47 sec, Chord bears: South 74 deg. 17 min. 53 sec. East, 141.04 ft. and an arc length of 142.69 ft. to a 5/8 inch capped rebar found, stamped "TNP" at the end of said curve;
3. South 59 deg. 09 min. 29 sec. East, a distance of 268.01 ft. to a ½ inch capped rebar set, stamped "RPLS 6578" at the beginning of a curve;
4. With a curve to the left, having a radius of 330.00 ft., a central angle of 29 deg. 35 min. 36 sec., Chord bears: South 73 deg. 54 min. 17 sec. East, 168.56 ft., and an arc length of 170.45 ft. to a 5/8 inch rebar found, at the most Southerly Southeast corner of said Prosper Independent School District 38.572 ac. and an Ell corner of the herein described tract;
5. North 01 deg. 22 min. 03 sec. East, a distance of 190.16 ft. to a 5/8 inch capped rebar found, stamped "TNP" at an Ell corner of said Prosper ISD 38.572 ac. and a Northwest corner of the herein described tract;
6. South 88 deg. 43 min. 25 sec. East, a distance of 102.12 ft. to a 5/8 inch rebar found at the beginning of curve;
7. Northeasterly, with a curve to the left, having a central angle of 55 deg. 04 min. 26 sec., a radius of 140.02 ft. (chord bears North 63 deg. 47 min. 32 sec. East, 129.47 ft.), an arc distance of 134.59 ft. to a 5/8 inch capped rebar found, stamped "TNP" at the beginning of a reverse curve;
8. Northeasterly, with a curve to the right, having a central angle of 29 deg. 15 min. 05 sec., a radius of 460.00 ft. (chord bears North 50 deg. 52 min. 51 sec. East, 232.30 ft.), an arc distance of 234.85 ft. to a 5/8 inch capped rebar found, stamped "TNP" at the most Eastern Southeast corner of said Prosper ISD 38.572 ac. and an angle point of the herein described tract;
9. North 01 deg. 47 min. 13 sec. East, a distance of 1,039.51 ft. to the **PLACE OF BEGINNING** and containing **37.554 ACRES** of land.



Kate A. Wagner
 Kate A. Wagner, R.P.L.S. No. 6578
 September 28, 2023

EXHIBIT A-2

TRACT 1

Property Depiction

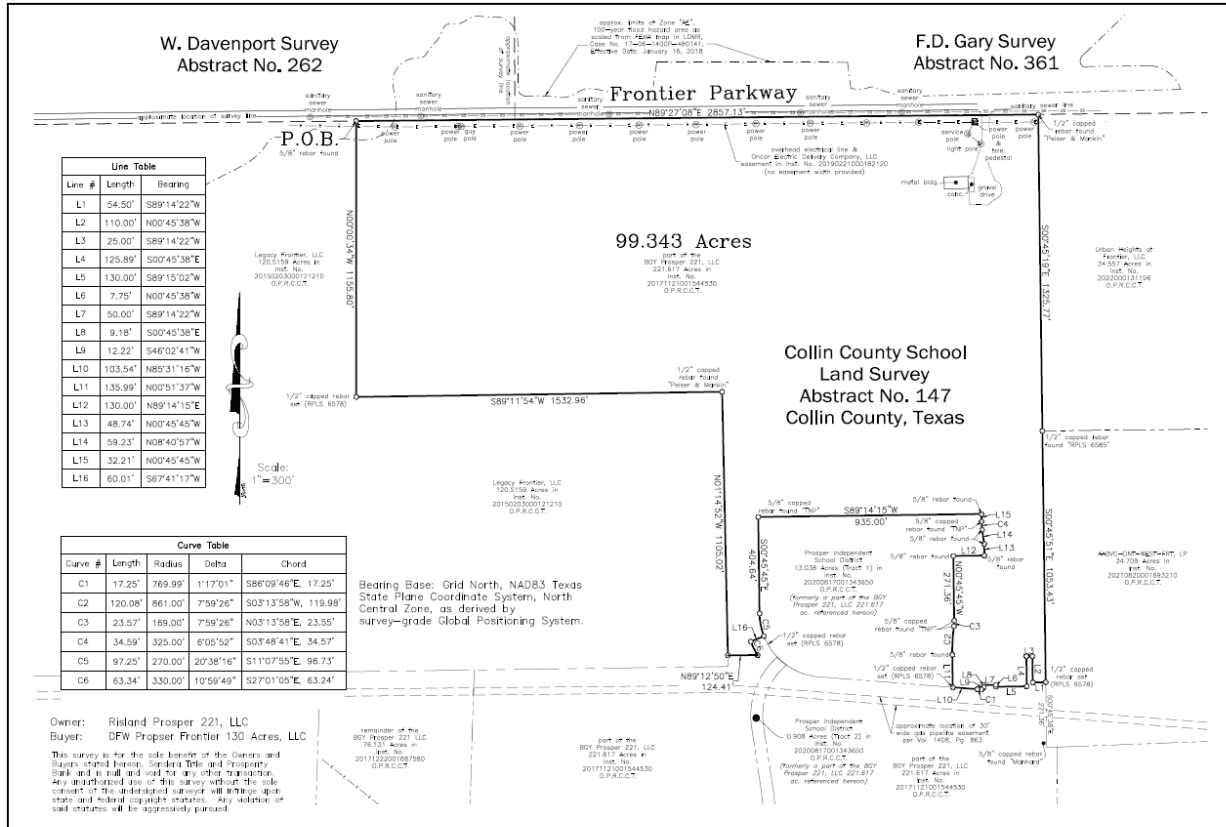


EXHIBIT B

Water Improvements

[*See attached.*]

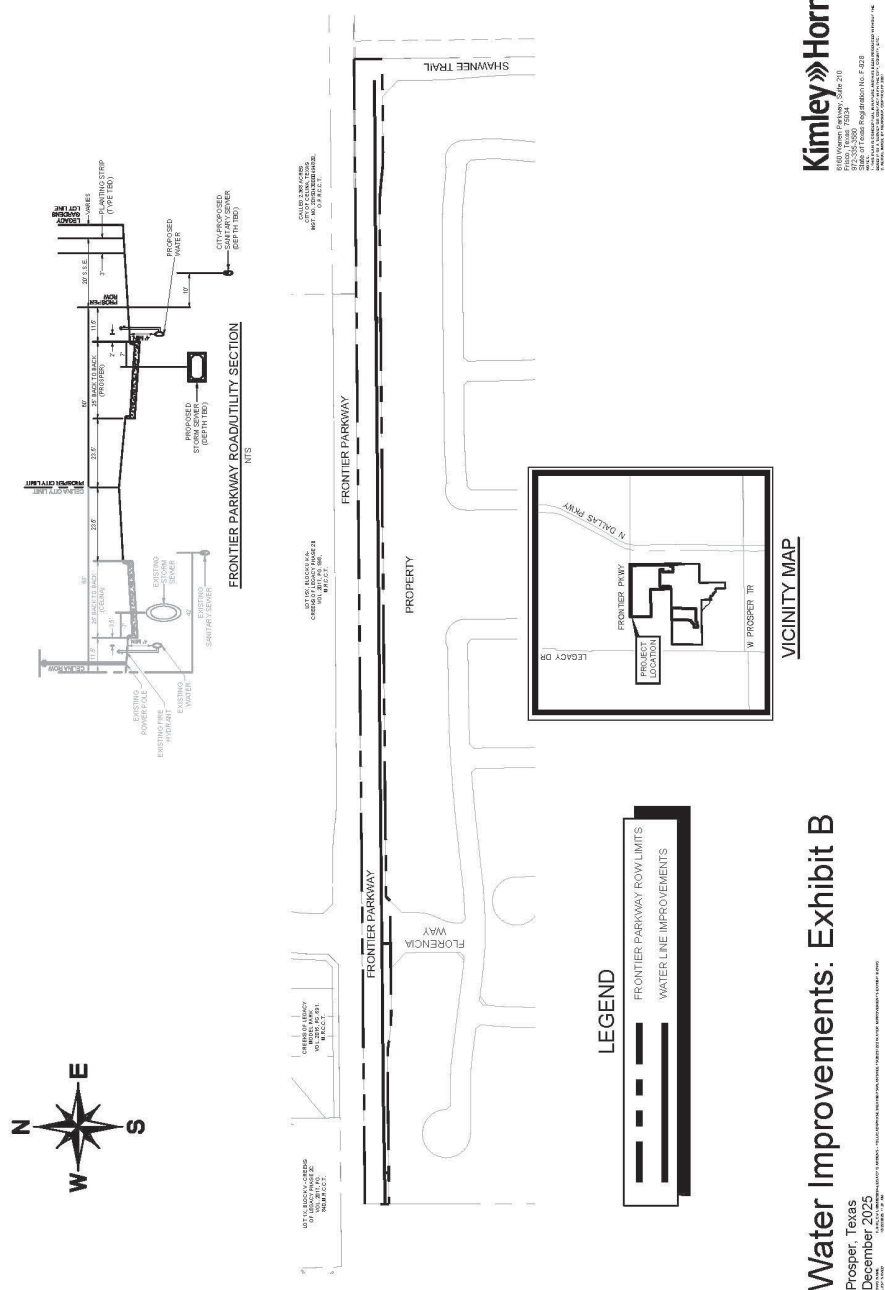


EXHIBIT C**Estimated Construction Costs for the Water Improvements**

Item No.	Description	Unit	Quantity	Unit Price	Amount
Frontier Water Distribution System					
F-W1	6" PVC WATERLINE	LF	110	\$ 36.15	\$ 3,976.50
F-W2	12" PVC WATERLINE	LF	2,824	\$ 81.53	\$ 230,240.72
F-W3	FIRE HYDRANT ASSEMBLY	EA	5	\$ 7,284.61	\$ 36,423.05
F-W4	FIRE HYDRANT ASSEMBLY W/ EXTENDED LEAD	EA	1	\$ 7,522.01	\$ 7,522.01
F-W5	12" GATE VALVE AND BOX	EA	10	\$ 4,488.15	\$ 44,881.50
F-W6	12" PLUG	EA	2	\$ 800.00	\$ 1,600.00
F-W7	12"X12" TEE	EA	1	\$ 500.00	\$ 500.00
F-W8	AIR RELEASE VALVE	EA	2	\$ 10,750.19	\$ 21,500.38
F-W9	AUTOMATIC FLUSHING VALVE	EA	1	\$ 12,488.17	\$ 12,488.17
F-W10	TESTING (EXCLUDING GEOTECH)	LF	2,934	\$ 2.00	\$ 5,868.00
F-W11	TRENCH SAFETY	LF	2,934	\$ 0.25	\$ 733.50
F-W12	MAINTENANCE BOND	LS	1	\$ 23,482.00	\$ 23,482.00
Subtotal: Frontier Water Distribution System					\$ 389,215.83
Subtotal: Frontier Water Distribution System					
Contingency (15%)					\$ 58,382.37
Total					\$ 447,598.20

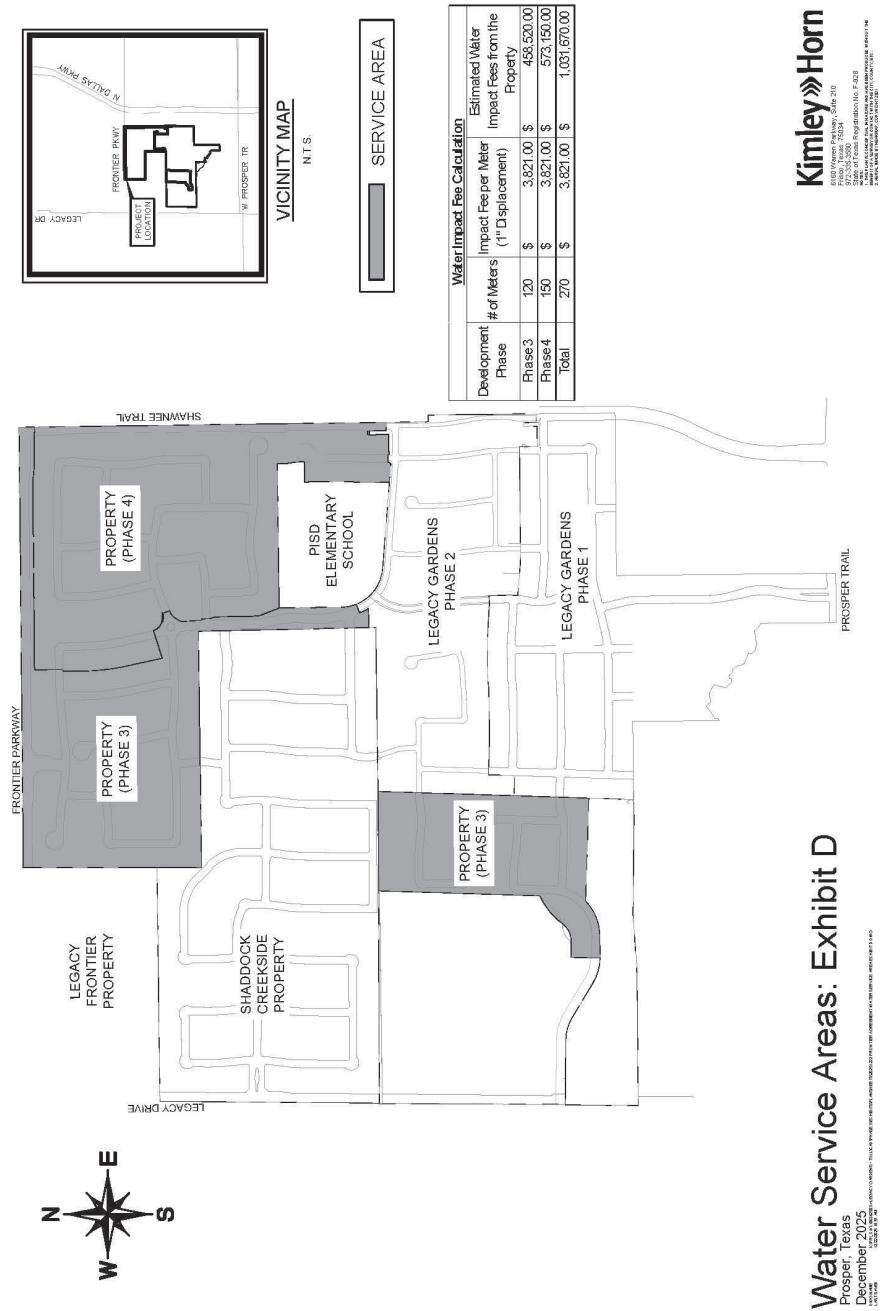
NOTES:

1. UNIT PRICES FOR UTILITIES ARE BASED ON BIDS RECEIVED FROM C.W. YOUNG CONSTRUCTION ON 7/17/2025

EXHIBIT D

Water Service Areas

[See attached.]





PARKS AND RECREATION

ENGINEERING SERVICES

To: Mayor and Town Council

From: Dan Baker, Director of Parks and Recreation
Dan Heischman, P.E., Assistant Director of Engineering Services

Through: Mario Canizares, Town Manager
Chuck Ewings, Assistant Town Manager
Hulon T. Webb, Jr., P.E., Director of Engineering Services

Re: Ordinance Amending Parks & Recreation Department and Engineering Services Department Fees

Town Council Meeting – January 27, 2026

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon an Ordinance amending Appendix A, “Fee Schedule,” of the Town’s Code of Ordinances.

Description of Agenda Item:

As part of the FY 2025 – 2026 Budget Process, staff from multiple departments evaluated and recommended updates to their fees and fines in relation to our comparable cities. At the September 16, 2025, Town Council meeting, the Town Council approved the recommended updates and requested that the Parks and Recreation Department and the Engineering Services Department re-evaluate some of their fees.

The Parks and Recreation Department worked with the Parks and Recreation Board, and the recommended changes from the January 8, 2026, Parks and Recreation Board meeting are attached. The Engineering Services Department used data from multiple recent development projects to more accurately estimate the recommended fees related to engineering plan review and construction inspection services.

Budget Impact:

The additional revenue generated from the fee increases will be effective as of the date of the passage of the ordinance, except that the sections for the “Park land dedication fees” and “Park improvements fees”, which shall become effective after the February 24, 2026, to coincide with the adoption of the Unified Development Code. The fees for those two items are currently a part of the Subdivision Ordinance that is being updated as part of the Unified Development Code next month. This ordinance relocates them into Appendix A, “Fee Schedule.”

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. Parks and Recreation Department Fee Worksheet
3. Engineering Fee Schedule – Redline

Town Staff Recommendation:

Town staff recommends that the Town Council approve an Ordinance amending Appendix A, “Fee Schedule,” of the Town’s Code of Ordinances.

Proposed Motion:

I move to approve an Ordinance amending Appendix A, “Fee Schedule,” of the Town’s Code of Ordinances.

TOWN OF PROSPER, TEXAS

ORDINANCE NO. 2026-__

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, AMENDING APPENDIX A, "FEE SCHEDULE," TO THE TOWN'S CODE OF ORDINANCES BY REPEALING THE FOLLOWING EXISTING SECTIONS: SECTION I, "ENGINEERING SERVICES FEES," AND SECTION XIII, "PARKS AND RECREATION USER FEES," AND REPLACING THEM WITH A NEW SECTION I, "ENGINEERING SERVICES FEES," AND A NEW SECTION XIII, "PARKS AND RECREATION USER FEES"; REPEALING EXISTING SUBSECTIONS (F), "PARK FEES," AND (G), "WATER OR WASTEWATER REINSPECTION FEES," OF SECTION 2, "OTHER FEES," OF SECTION V, "DEVELOPMENT FEES," OF APPENDIX A, "FEE SCHEDULE," TO THE TOWN'S CODE OF ORDINANCES, AND REPLACING THEM WITH NEW SUBSECTIONS (F), "PARK LAND DEDICATION FEES," AND (G), "PARK IMPROVEMENT FEES; MAKING FINDINGS; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the Town Council of the Town of Prosper, Texas ("Town Council"), has investigated and determined that, as a result of recent legislation as well as cost increases associated with services, including engineering plan review, engineering inspections, and park utilization performed by the Town of Prosper, various fee amendments are necessary to Appendix A, "Fee Schedule," to the Town's Code of Ordinances; and

WHEREAS, the Town Council has reviewed the current and proposed fees and recommends the adoption of the revised fee schedule, as contained in Appendix A, "Fee Schedule," to the Town's Code of Ordinances.

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 I, "Engineering Services Fees"; Section V, "Development Fees," and Section XIII, "Parks and Recreation User Fees," of Appendix A, "Fee Schedule," to the Town's Code of Ordinances are hereby repealed in their entirety and replaced with the following new Sections: Section I, "Engineering Inspection Fees"; Section V, "Development Fees," and Section XIII, "Parks and Recreation User Fees," to read as follows:

"§ I. Engineering Services Fees.

(a) Inspections:

- (1) The following engineering inspection fees are hereby adopted for

all public infrastructure and related development:

Type	Fee
Single-Family Residential Development	\$2,500 base fee plus \$1,000 per platted lot
Non-Residential Development	\$2,500 base fee plus \$2,000 per final platted acreage
Non-Residential Infrastructure* = or as identified on preliminary site plan	\$2,500 base fee plus \$2,000 per conveyance* platted acreage
Multi-Family Development	\$2,500 base fee plus \$2,700 per final platted acreage
Linear Utility for offsite utilities outside of platted boundary** = no base fee if done with platted development	\$2,500 base fee** plus Wastewater — \$5.00 per linear foot Water — \$5.00 per linear foot Storm Sewer — \$5.00 per linear foot
Development Road Separate from platted development** = no base fee if done with platted development	\$2,500 base fee** plus \$5.00 per square yard of concrete surface
Turn Lanes and Median Openings** = no base fee if done with platted development	\$2,500 base fee** plus \$5.00 per square yard of concrete surface
Creek Stabilization** = no base fee if done with platted development	\$2,500 base fee** plus \$1.00 per square yard of disturbed area
Saturday and After Hours Inspections	\$500.00 per day

(b) Plan Review:

- (1) Residential Development: \$2,000.00 + \$350.00 per lot
- (2) Non-residential Development: \$2,000.00 + \$850.00 per acre
- (3) Multi-Family-residential Development: \$2,000.00 + \$75.00 per unit
- (4) After 3rd Submittal (4th or more) Plan Review Fee: \$1,000.00 each resubmittal

(c) Land Disturbance (without development):

- (1) Tracts one acre or less: \$100.00
- (2) Tracts greater than one acre: \$100.00 + \$25.00 per acre
- (3) Floodplain reclamation only: \$500.00 + \$25.00 per acre

(d) Land Disturbance (with development): \$200.00

- (e) Floodplain Study Review: \$3,500.00 deposit (includes two reviews and one meeting) + \$250.00 non-refundable administrative fee. After third party billing, any remaining deposit not expended will be refunded.

(f) Stormwater

- (1) Re-inspection: \$100.00 per re-inspection
- (2) Notice of Violation: \$150.00
- (3) Lot Hold: \$150.00
- (4) Stop Work Order: \$150.00

* * *

§ XIII. Parks and Recreation User Fees.(a) Field user fees.

- (1) Prosper Youth Sports Commission leagues (co-sponsored leagues):
 - (A) All participants who reside within town boundaries: \$10.00 per player per season.
 - (B) All participants who reside outside of the town boundary but reside within the Prosper Independent School District boundary: \$30.00 per player per season.
 - (C) All participants who reside outside of the town boundary and who reside outside of the Prosper Independent School District Boundary: \$50.00 per player per season.
 - (D) Fees shall be paid in full prior to the use of any town athletic field.
 - (E) The number of scheduled practices and games will be assigned based on the facility use agreement with the town.
 - (F) Each participant shall be assessed the full fee amount based on residency.
- (2) Non-co-sponsored resident teams comprised of eighty percent (80%) or more participants who reside in the town boundary:
 - (A) Nonsynthetic turf field use: \$40.00 per hour.
 - (B) Synthetic turf field use: \$75.00 per hour.
 - (C) Additional \$20.00 per hour for use of the field lights.
- (3) Non-co-sponsored resident teams comprised of less than 80% participants who reside in the town boundary:
 - (A) Nonsynthetic turf field use: \$150.00 per hour.
 - (B) Synthetic turf field use: \$200.00 per hour.
 - (C) Additional \$20.00 per hour for use of the field lights.

- (4) Co-sponsored teams comprised of 80% or more participants who reside in the town boundary:
- (A) Nonsynthetic turf field use: \$40.00 per hour.
 - (B) Synthetic turf field use: \$75.00 per hour.
 - (C) Additional \$20.00 per hour for use of the field lights.
- (b) Pavilion rental fees.

Number of Participants	Resident Rate	Nonresident Rate	Refundable Deposit
1-50	\$50.00	\$500.00	\$100.00
51-100	\$75.00	\$500.00	\$100.00
100+	\$125.00	\$500.00	\$100.00

This fee structure is based on a four-hour time slot. Rental fee must be paid in full at the time the reservation is made. 14-day cancellation is required. Acceptable forms of payment are check, Visa, and MasterCard. The splash pad is open annually from Memorial Day to Labor Day.

- (c) Tournaments, camps, and clinic fees.

During in-season play, defined as recreational play by the youth sports commission leagues, only co-sponsored organization tournaments will be allowed to utilize the synthetic turf fields. During in-season play, only co-sponsored camps and clinics will be permitted to utilize the synthetic turf fields but must contain at least 80 percent of town residents.

During out-of-season play, defined as seasons wherein recreational play by the youth sports commission has concluded or is not currently being scheduled, co-sponsored and non-co-sponsored organizations, camps, clinics and tournaments will be permitted to utilize the synthetic turf fields, regardless of residency status. The number of camps, clinics and tournaments held throughout the off-season shall be determined by the Director of the Parks and Recreation Department.

In the event that the tournament director would like to include food vendors at scheduled events, all town health requirements must be met no later than 30 days before the scheduled event. Please email health@prospertx.gov with any questions.

- (1) Co-sponsored organization fees.
- (A) Tournament fees:
 - (i) \$60.00/per team (up to a two-day tournament).
 - (ii) \$40.00/per team/additional day.

- (iii) Deposit per field: \$100.00.
 - (iv) Minimum fee for tournaments: \$1,250.00.
 - (v) 10% of the tournament gate fee.
 - (B) Camps and clinics fees:
 - (i) \$5.00/per participant per day.
 - (ii) Deposit per field: \$100.00.
 - (iii) Minimum fee for camps and clinics: \$250.00.
- (2) Resident, non-co-sponsored organization fees.
 - (A) Tournament fees:
 - (i) \$25.00/per team (up to a two-day tournament).
 - (ii) \$15.00/per team/additional day.
 - (iii) Deposit per field: \$100.00.
 - (iv) Minimum fee for tournaments: \$750.00.
 - (B) Camps and clinics fees:
 - (i) \$5.00/per participant per day.
 - (ii) Deposit per field: \$100.00.
 - (iii) Minimum fee for camps and clinics: \$300.00.
- (3) Nonresident, non-co-sponsored organization fees.
 - (A) Tournament fees:
 - (i) \$75.00/per team (up a two-day tournament).
 - (ii) \$60.00/per team/additional day.
 - (iii) Deposit per field: \$200.00.
 - (iv) Minimum fee for tournaments: \$1,500.00.
 - (B) Camps and clinics fees:
 - (i) \$10.00/per participant per day.
 - (ii) Deposit per field: \$100.00.
 - (iii) Minimum fee for camps and clinics: \$450.00.
- (4) General fees.
 - (A) Lights are charged at \$20.00/hour/field.

- (B) On-site staff: \$25.00/hour/staff member, if deemed necessary by the Parks and Recreation Department.
- (C) Field preparation: \$45.00/field/per preparation.
- (D) Any additional field preparation is a \$20.00 relining and dragging home plate fee. All requests must be made prior to the tournament beginning.
- (E) Water service is \$45.00 per container per day, and this includes cups and ice.
- (F) Temporary mound adjustments are a \$400.00 flat rate per occurrence. Renting organization must provide a minimum of four staff members to assist with mound adjustments.
- (G) Full deposit payment must be received no later than two business days after the tournament has concluded.
- (H) Deposit must be received at time of reservation to guarantee the reservation. First deposit received will have priority over facility reservation.
- (I) Refunds for field rental fees are only refundable due to inclement weather and or cancellation of the rental 30 days prior to the rental date."

SECTION 3

From and after the effective date of this Ordinance, existing Subsections (F), "Park fees," and (G), "Water or wastewater reinspection fees," of Section 2, "Other Fees," of Section V, "Development Fees," of Appendix A, "Fee Schedule," to the Town's Code of Ordinances are hereby repealed and replaced with new Subsections (F) and (G), to read as follows:

- "(F) Parkland dedication fees: 1 acre of land/30 units or 5% of total acreage, whichever is greater.
- (G) Park improvement fees: \$2,250.00/single family unit; \$3,500.00/multifamily unit."

SECTION 4

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

SECTION 5

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 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 6

This Ordinance shall take effect and be in full force from and after its passage and publication, as provided by the Revised Civil Statutes of the State of Texas and the Home Rule Charter of the Town of Prosper, Texas; however, new Subsections (F), "Park land dedication fees," and (G), "Park improvement fees," of Section 2, "Other Fees," of Section V, "Development Fees," of Appendix A, "Fee Schedule," to the Town's Code of Ordinances, shall take effect and be in full force from and after February 24, 2026.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 27TH DAY OF JANUARY, 2026.

APPROVED:

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney

Park & Recreation Fees Study - 2026

		Previous	Town Council Adopt Sept 2025	Staff Recommendation Jan 2026	PARB Recommendation Jan 2026
Recreation	Pavilion	Resident: \$35 / 4 hours (1-50 people) \$50 / 4 hours (51-100 people) \$75 / 4 hours (100-200 people) Non Resident: \$500 / 4 hours (1-200 people)	Resident: \$35 / 4 hours (1-50 people) \$50 / 4 hours (51-100 people) \$75 / 4 hours (100-200 people) Non Resident: \$500 / 4 hours (1-200 people)	Resident: \$50 / 4 hours (1-50 people) \$75 / 4 hours (51-100 people) \$100 / 4 hours (100-200 people) Non Resident: \$500 / 4 hours (1-200 people)	Resident: \$50 / 4 hours (1-50 people) \$75 / 4 hours (51-100 people) \$125 / 4 hours (100-200 people) Non Resident: \$500 / 4 hours (1-200 people)
		\$100 refundable security deposit for all options			
	Synthetic Turf Fields	Resident: \$70 / hr Non Resident: \$70 / hr	Resident: \$70 / hr Non Resident: \$125 / hr	Resident: \$70 / hr Non Resident: \$150 / hr	Resident: \$75 / hr Non Resident: \$200 / hr
	Grass Fields	Resident: \$35 / hr Non Resident: \$45 / hr	Resident: \$35 / hr Non Resident: \$70 / hr	Resident: \$35 / hr Non Resident: \$100 / hr	Resident: \$40 / hr Non Resident: \$150 / hr
	Tournaments	\$50 / team up to two days \$30 / team for each added day \$100 deposit per field \$1000 minimum fee	\$50 / team up to two days \$30 / team for each added day \$100 deposit per field \$1000 minimum fee 10% of the tournament gate fee	\$60 / team up to two days \$40 / team for each added day \$100 deposit per field \$1250 minimum fee 10% of the tournament gate fee	\$75 / team up to two days \$60 / team for each added day \$200 deposit per field \$1500 minimum fee No gate fee
Park Planning	Parkland Dedication*	1 ac. Land / 35 units or 5% of total acreage	1 ac. Land / 30 units or 5% of total acreage	1 ac. Land / 30 units or 5% of total acreage	1 ac. Land / 30 units or 5% of total acreage
	Park Improvement	\$1500 / single family unit \$2000 / multi family unit	\$2000 / single family unit \$3000 / multi family unit	\$2250 / single family unit \$3500 / multi family unit	\$2250 / single family unit \$3500 / multi family unit

* The Town has the option to take the land or a cash equivalent of the land value. Staff review the Parks, Recreation and Open Space Master Plan when determining need for land.

CIVIL ENGINEERING FEE SCHEDULE

Engineering Plan Review Fee		
The fee for review of construction/civil plans for development and/or site improvements which include municipal infrastructure items, such as roadway improvements, drainage systems, water distribution systems and wastewater collection systems shall be calculated as follows:		
Residential Development	\$1,500 + \$50/lot	\$2,000 + \$350/lot
Non-Residential Development	\$1,500 + \$300/acre*	\$2,000 + \$850/acre
Multi-Family Development	\$1,500 + \$50/unit	\$2,000 + \$75/unit
After 3 rd Submittal (4 th or more)	\$1,000 each submittal	
*Please note: acreage will be calculated to the nearest whole number		
Land Disturbance Permit Fee		
Land Disturbance with Development	\$200	
Tracts one (1) acre or less	\$100	
Tracts greater than one (1) acre	\$100 + \$25 per acre	
Floodplain Study Review Fee		
Floodplain reclamation only	\$500 + 25 per acre	
Floodplain study review	\$3,500 + \$250 administrative fee	
*Floodplain study review fee: \$3,500.00 deposit includes two (2) reviews and one (1) meeting. The \$250 is a nonrefundable administrative fee. After third party billing, any excess fees will be refunded.		

Construction Inspection Fees		
<i>The fee for review/inspection of construction of municipal infrastructure items, such as roadway improvements, drainage systems, water distribution systems and wastewater collection systems shall be calculated as follows:</i>		
Single Family Residential Development	$\$2,000$ base fee plus $\$1,000$ per platted lot	$\$2,500 + \$1,000/\text{lot}$
Non-Residential Development	$\$2,000$ base fee plus $\$2,000$ per final platted acreage	$\$2,500 + \$2,000/\text{ac}$
Non-Residential Infrastructure * = or as identified on preliminary site plan	$\$2,000$ base fee plus $\$2,000$ per conveyance* platted	$\$2,500 + \$2,000/\text{ac}$
Multi-Family Development	$\$2,000$ base fee plus $\$2,500$ per final platted acreage	$\$2,500 + \$2,700/\text{ac}$
Linear Utility Infrastructure For offsite utilities outside of platted boundary **=no base fee if done with platted development	$\$2,500$ $\$2,000$ base fee** plus Wastewater $\$5.00$ per linear foot Water $\$5.00$ per linear foot Storm Sewer $\$5.00$ per linear foot	
Development Road Separate from platted development **=no base fee if done with platted development	$\$2,500$ $\$2,000$ base fee** plus $\$5.00$ per square yard of concrete surface	
Turn Lanes and Median Openings **=no base fee if done with platted development	$\$2,500$ $\$2,000$ base fee** plus $\$5.00$ per square yard of concrete surface	
Creek Stabilization **=no base fee if done with platted development	$\$2,000$ base fee** plus $\$0.50$ per square yard of disturb	$\$2,500 + \$1/\text{sy}$ of disturbed area
Saturday Work and After-Hours Inspections	$\$500$ per day	