



Agenda
Prosper Town Council Meeting
Prosper Town Hall, Council Chambers
250 W. First Street, Prosper, Texas
Tuesday, June 24, 2025
6:15 PM

Welcome to the Prosper Town Council Meeting.

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

Addressing the Town Council:

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

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

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

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

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

Call to Order/ Roll Call.

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

Announcements of recent and upcoming events.

Presentations.

1. Recognition regarding the 1,000 Miles Mayor's Challenge with the Town of Little Elm. (TH)
2. Recognition of the inaugural 2025 Mayor's Teen Government Academy. (TR)

CONSENT AGENDA:

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

- [3.](#) Consider and act upon the minutes of the June 10, 2025, Town Council Work Session meeting. (MLS)
- [4.](#) Consider and act upon the minutes of the June 10, 2025, Town Council Regular meeting. (MLS)
- [5.](#) Consider and act upon the minutes of the June 11, 2025, Town Council, Economic Development Corporation, and Planning and Zoning Commission Joint Work Session meeting. (MLS)
- [6.](#) Consider and act upon canceling the July 8, 2025, Town Council Work Session and Regular meeting. (MLS)
- [7.](#) Consider acceptance of the May monthly financial report for fiscal year 2025. (CL)
- [8.](#) Consider and act upon authorizing the Town Manager to execute an audit engagement letter between Weaver and Tidwell, L.L.P., and the Town of Prosper, Texas, related to the fiscal year 2025 annual audit. (CL)
- [9.](#) Consider and act upon authorizing the Town Manager to execute a contract between TDC2, L.L.C., and the Town of Prosper, Texas, related to relocating the fiber network infrastructure located on the Public Works site in an amount not to exceed \$76,621. (LJ)
- [10.](#) Consider and act upon authorizing the Town Manager to execute a contract between Astound Business Solutions and the Town of Prosper, Texas, related to establishing fiber network connectivity from Town Hall to Fire Station 4. (LJ)
- [11.](#) Consider and act upon a contract between the Town of Prosper and ZapStand, LLC for the equipment lease, installation, maintenance, and management of four emergency kiosks with AEDs to be placed in Frontier, Lakewood, and Raymond Community Parks. (DB)
- [12.](#) Consider and act upon a Park Improvement Fee Agreement between the Town of Prosper and PPP 100 DEV LLC, for the Park Place Phase 1 development. (DB)
- [13.](#) Consider and act upon a Park Improvement Fee Agreement between the Town of Prosper and Shaddock-Prosper Park Place 2, LLC, for the Park Place Phase 2 development. (DB)
- [14.](#) Consider and act upon a upon a resolution calling for a Public Hearing on Tuesday, August 12, 2025, on the Water, Wastewater, & Roadway Impact Fee, Land Use Assumptions, and Capital Improvements Plan. (DLH)
- [15.](#) Consider and act upon authorizing the Town Manager to enter into an agreement with Mels Electric LLC, related to the construction of a temporary and a permanent traffic signal at the intersection of First Street and Legacy Drive for \$691,566. (RG)
- [16.](#) Consider and act upon authorizing the Town Manager to execute a Professional Engineering Service Agreement between Freese and Nichols, Inc., and the Town of Prosper, Texas, related to the design of the Craig Street Elevated Storage Tank Rehabilitation project for \$368,950. (PA)

17. Conduct a Public Hearing and consider and act upon a request for a Planned Development to create two single-family lots by subdividing a residential lot on Haiman Addition, Block A, Lot 1, on 0.6± acre, located on the north side of Seventh Street and 120± feet west of Church Street. (ZONE-24-0002) (DH)
18. Consider and act upon a request for a Waiver for Lot Frontage on Frontier South, Block A, Lot 3, on 1.7± acres, located on the west side of Preston Road and 500± feet north of Coleman Street. (WAIV-25-0003) (DH)
19. Consider and act upon a request for a Waiver for Lot Frontage on Victory at Frontier, Block A, Lots 3 and 9, on 13.3± acres, located on the south side of Frontier Parkway and 345± feet west of Preston Road. (WAIV-25-0001) (DH)
20. Consider and act upon whether to direct staff to submit a written notice of appeals on behalf of the Town Council to the Development Services Department, pursuant to Chapter 4, Section 1.5(C)(7) and 1.6(B)(7) of the Town's Zoning Ordinance, regarding action taken by the Planning & Zoning Commission on Preliminary Site Plans and Site Plans. (DH)

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:

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

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

EXECUTIVE SESSION:

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

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

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

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

Section 551.071 - To consult with the Town Attorney regarding legal advice relative to historical uses and historical designations of property in the Town, and all matters incident and related thereto.

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

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

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

Adjourn.

CERTIFICATION

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted at Prosper Town Hall, located at 250 W. First Street, Prosper, Texas 75078, a place convenient and readily accessible to the general public at all times, and said Notice was posted by 5:00 p.m., on Friday, June 20, 2025, and remained so posted at least 72 hours before said meeting was convened.

Michelle Lewis Sirianni, Town Secretary

Date Notice Removed

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

NOTICE

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

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



MINUTES

Item 3.

Prosper Town Council Work Session
Prosper Town Hall – Council Chambers
250 W. First Street, Prosper, Texas
Tuesday, June 10, 2025

Call to Order/ Roll Call.

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

Council Members Present:

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

Staff Members Present:

Mario Canizares, Town Manager
Terry Welch, Town Attorney
Jessica Hille, Records Management Specialist
Bob Scott, Deputy Town Manager
Chuck Ewings, Assistant Town Manager
Robyn Battle, Executive Director
Larenz Taylor, Management Analyst
Hulon Webb, Director of Engineering
Carrie Jones, Public Works Director
Chris Landrum, Finance Director
David Hoover, Development Services Director
Leigh Johnson, IT Director
Todd Rice, Communications Director
Stuart Blasingame, Fire Chief

Items for Individual Consideration:

1. **Receive an update and discussion on major transportation projects managed by the North Texas Tollway Authority (NTTA) and the Texas Department of Transportation (TxDOT). (HW)**

Brian SanFilippo, Project Communications Manager with NTTA presented an update regarding the 4A Project (US 380 to FM 428) and the Dallas North Tollway (DNT). The anticipated opening for travel was noted Fall 2027.

The Town Council discussed where along the project would have elevated lanes, how far north the project goes, communication of closures, signal timing, and site maintenance.

Robert Rodriguez Puente, Project Manager with TxDOT presented an update regarding projects along US 380 in regard to the medians, signals, and bridge decks, as well as the Dallas North Tollway (DNT) project. The anticipated opening of all lanes was noted December 2025.

The Town Council discussed timeline of the projects, site maintenance especially at exit and entry ramps, roadway signage, and communication of closures.

EXECUTIVE SESSION:

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

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

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

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

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

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

Reconvene into Work Session.

The Town Council reconvened into the Work Session at 6:18 p.m.

No action was taken.

Adjourn.

The meeting was adjourned at 6:19 p.m.

These minutes were approved on the 24th day of June 2025.

APPROVED:

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary

MINUTES

Prosper Town Council Meeting
Prosper Town Hall, Council Chambers
250 W. First Street, Prosper, Texas
Tuesday, June 10, 2025

Call to Order/ Roll Call.

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

Council Members Present:

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

Staff Members Present:

Mario Canizares, Town Manager
Terry Welch, Town Attorney
Bob Scott, Deputy Town Manager
Chuck Ewings, Assistant Town Manager
Robyn Battle, Executive Director
Jessica Hille, Records Management Specialist
Larenz Taylor, Management Analyst
David Hoover, Development Services Director
Suzanne Porter, Planning Manager
Dan Baker, Parks and Recreation Director
Chris Landrum, Finance Director
Carrie Jones, Public Works Director
Ryan Pasko, Help Desk Technician II
Hulon Webb, Engineering Director
Pete Anaya, Assistant Engineering Director, Capital Projects
Todd Rice, Communications Director
Stuart Blasingame, Fire Chief
Doug Kowalski, Police Chief

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

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

Registration is open for the Citizens Fire Academy. Classes will run for 10 weeks, every Thursday evening from 6:30 to 9:00 p.m. starting Thursday, August 1. Residents may register by visiting prospertx.gov/citizensfireacademy. The deadline for registering is July 11 with limited space available.

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

Presentations.

1. Presentation from the Prosper Chamber of Commerce recognizing the inaugural class of Leadership Prosper. (MLS)

Tracy Heckel, Executive Director with the Prosper Chamber of Commerce, presented an overview of the Leadership Prosper Program and recognized the individuals who participated in the inaugural class.

Mayor Bristol thanked Ms. Heckel for her leading the program and congratulated all the graduating members.

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.

- 2. Consider and act upon the minutes of the May 27, 2025, Town Council Regular meeting. (MLS)**
- 3. Consider and act upon a contract between Mosquito Management Services and the Town of Prosper for mosquito mitigation/testing in the amount of \$75,595 and authorize the Town Manager to execute documents for same. (DH)**
- 4. Consider and act upon approving a purchase with Fuquay, Inc., to rehabilitate 15 wastewater manholes for \$222,268 and authorizing the Town Manager to execute documents for same. (CJ)**
- 5. Consider and act upon authorizing the Town Manager to execute a Construction Agreement between the Town of Prosper and Turf Concepts, LLC. for provision and installation of artificial turf in the Downtown Plaza for \$64,725. (DB)**
- 6. Consider and act upon Ordinance 2025-20 abandoning a portion of Coleman Street prescriptive right-of-way, located south of First Street, beginning at a point approximately 300 feet south of First Street and extending south approximately 1,600 feet to the intersection with Lovers Lane. (HW)**
- 7. Consider and act upon Ordinance 2025-21 abandoning a portion of Good Hope Road prescriptive right-of-way, beginning at Berylline Lane and extending northeast approximately 800 feet to a point approximately 50 feet north of Kinglet Court. (HW)**
- 8. Consider and act upon authorizing the Town Manager to execute a Construction Agreement awarding CSP No. 2025-08-B to J&L Construction, LLC, related to the FM 1461 12-inch Water Line Relocation project, for \$4,085,802.90 and authorize**

\$400,000 for construction phase contingencies. The total purchase order amount is \$4,485,802.90. (PA)

- 9. Consider and act upon authorizing the Town Manager to execute a Professional Services Agreement between Raba Kistner, Inc., and the Town of Prosper, Texas, related to professional construction materials testing and observation services for the FM 1461 12-inch Water Line Relocation project for \$63,020. (PA)**
- 10. 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 requested to pull item 3.

Mayor Pro-Tem Bartley made a motion to approve consent agenda items 2 and 4 through 10. Councilmember Reeves seconded the motion. Motion carried unanimously.

Agenda Item 3, Councilmember Ray asked for clarification regarding the cost, and concerns with areas under construction, drainage ditches, having eco-friendly options, and using dirt as filler in areas to reduce chances of standing water.

Councilmember Ray made a motion to approve consent agenda item 3. Councilmember Hodges seconded the motion. Motion carried unanimously.

CITIZEN COMMENTS

Mayor Bristol read the following comments into the record received from Rudy Medina, 15900 Gladewater Ter. Mr. Medina stated he is requesting a traffic light for the Artesia Subdivision for entry/exit into Richland High School to control the flow of traffic and enhance safety for drivers, pedestrians, and cyclists.

Michelle Bishop, District Director with Congressman Self's Office, presented and noted programs offered through their office, upcoming events, and location of the district offices.

Items for Individual Consideration:

- 11. Consider all matters incident and related to the issuance and sale of "Town of Prosper, Texas, Waterworks and Sewer System Revenue Bonds, Series 2025", including the adoption of Ordinance 2025-23 authorizing the issuance of such bonds and establishing procedures and delegating authority for the sale and delivery of such bonds. (CL)**

Mr. Landrum presented noting that if approved, the issuance of such bonds would be to fund the Doe Branch expansion and parallel interceptor, as well as the Parks and Public Works service center. Town staff recommend approval.

Mayor Pro-Tem Bartley made a motion to approve Ordinance 2025-23 authorizing the issuance and sale of "Town of Prosper, Texas, Waterworks and Sewer System Revenue Bonds, Series 2025" and approving all other matters related thereto. Deputy Mayor Pro-Tem Kern seconded the motion. Motion carried unanimously.

12. **Consider all matters incident and related to the issuance and sale of "Town of Prosper, Texas, General Obligation Refunding and Improvement Bonds, Series 2025", including the adoption Ordinance 2025-24 authorizing the issuance of such bonds and establishing procedures and delegating authority for the sale and delivery of such bonds. (CL)**

Mr. Landrum presented noting that if approved, the issuance of such bonds would be used to fund planned capital projects for streets, roads, bridges, and intersections. The amount shall not exceed \$19,450,000. Town staff recommend approval.

Mayor Bristol asked about interest percentage rates and timeframe of final maturity. Mr. Landrum noted for most interest rates are four to five percent, and there are some at three and a half percent. Mayor Bristol commented that the timeframe for the bonds has been nine to ten years. Jason Hughes with Hilltop Securities, the Town's Financial Advisor, explained that some were created with shorter timeframes due to the cost and/or penalties.

Councilmember Hodges made a motion to approve Ordinance 2025-24 authorizing the issuance and sale of "Town of Prosper, Texas, General Obligation Refunding and Improvement Bonds, Series 2025" and approve all other matters related thereto. Councilmember Ray seconded the motion. Motion carried unanimously.

13. **Consider and act upon a Professional Services Agreement between Emergifire, LLC., and the Town of Prosper to implement a program to charge mitigation rates for the deployment of emergency and non-emergency services provided by Prosper Fire Rescue. (SB)**

Chief Blasingame presented this item stating that Emergicon currently does the Emergency Medical Services (EMS) billing. This agreement would allow the Town to facilitate cost recovery for emergency response incidents. Emergifire under the umbrella of Emergicon exclusively bills insurance providers with no direct billing to residents or businesses. The provider services many municipalities in the DFW area including McKinney, Anna, and Celina. Town staff recommend approval.

The Town Council discussed whether the monies collected had to be used on specific items and if it is only for commercial properties. It was noted that the monies can be used towards any future use(s) and would be for residential and commercial properties.

Councilmember Ray made a motion to approve a Professional Services Agreement between Emergifire, LLC., and the Town of Prosper to implement a program to charge mitigation rates for the deployment of emergency and non-emergency services provided by Prosper Fire Rescue. Councilmember Andres seconded the motion. Motion carried unanimously.

14. **Consider and act upon Ordinance 2025-22 amending Chapter 5.05 of the Towns Code of Ordinances, by repealing existing Article 5.05, "Hazardous Materials Incident Response," and replacing it with a new Article 5.05 "Mitigation Rates for Emergency and Non-Emergency Services," amending Appendix A, "Fee Schedule," to the Town's Code of Ordinances by adding a new section XXIII, "Fire Department Mitigation Rates," of Appendix A, "Fee Schedule," to this Code of Ordinances. (SB)**

Chief Blasingame presented this item indicating that if approved, the ordinance would allow the Town to recover costs associated with emergency response incidents by

exclusively billing insurance providers with no direct billing to residents or businesses and utilizes a fee schedule that reflects FEMA rates and the national industry average collection rates. Town staff recommend approval.

Mayor Pro-Tem Bartley made a motion to approve Ordinance 2025-22 amending Chapter 5.05 of the Towns Code of Ordinances, by repealing existing Article 5.05, "Hazardous Materials Incident Response," and replacing it with a new Article 5.05 "Mitigation Rates for Emergency and Non-Emergency Services," amending Appendix A, "Fee Schedule," to the Town's Code of Ordinances by adding a new section XXIII, "Fire Department Mitigation Rates," of Appendix A, "Fee Schedule," to this Code of Ordinances. Councilmember Reeves seconded the motion. Motion carried unanimously.

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

Legislative Subcommittee: Mayor Bristol noted that they were successful in the pursuit of several items, but not all. He thanked all those who assisted and were involved in the process.

Bond Committee: Mayor Pro-Tem Bartley noted they have continued discussions on the possible projects. The committee will be presenting their recommendations at the second meeting in July.

Downtown Advisory Committee: Councilmember Reeves noted the Downtown Plaza is progressing and they had an extensive discussion on parking. Councilmember Ray noted after further review of the Downtown Master Plan and help from staff, the committee is continuing to determine what items are more critical to address in the short term.

Community Engagement Committee: Councilmember Hodges noted the committee received a recap on the Mayor's Youth Advisory Council (MYAC) applications and ways for the MYAC to engage and interact with each other. The committee also discussed recent and upcoming events and partnering with a non-profit for a school supply drive.

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

Mayor Bristol requested information on Prosper Youth Sports including how the Town monitors the programs and engages with them, along with the scheduling, use, and maintenance within the parks.

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

The Town Council recessed into Executive Session at 7:11 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 8:20 p.m.

No action was taken.

Adjourn.

The meeting was adjourned at 8:20 p.m.

These minutes were approved on the 24th day of June 2025.

APPROVED:

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary



MINUTES

Item 5.

Prosper Town Council, EDC, and P&Z
Joint Work Session
Central Fire Station – Training Room
911 Safety Way, Prosper, Texas
Wednesday, June 11, 2025

Town Council Call to Order/Roll Call.

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

Council Members Present:

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

Council Members Absent:

Councilmember Marcus Ray

Economic Development Corporation Call to Order / Roll Call.

Board Member Smith called the meeting to order at 5:06 p.m.

Economic Development Corporation Board of Directors Present:

Board Member Ray Smith
Board Member Don Perry
Board Member David F. Bristol
Board Member Jeffrey Yates
Board Member Grant Mendeljian

Economic Development Corporation Board of Directors Absent:

President David Blom
Vice-President Chad Gilliland

Planning and Zoning Commission Call to Order/Roll Call.

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

Planning and Zoning Commission Members Present:

Chair Brandon Daniel
Commissioner Sekou Harris
Commissioner Matt Furay
Commissioner John Hamilton
Commissioner Josh Carson
Commissioner Glen Blanscet

Planning and Zoning Commission Members Absent:

Vice-Chair Damon Jackson attended remotely

Staff Members Present:

Mario Canizares, Town Manager
Chuck Ewings, Assistant Town Manager

Robyn Battle, Executive Director
 Michelle Lewis Sirianni, Town Secretary
 Mary Ann Moon, Economic Development Executive Director
 David Hoover, Development Services Director
 Hulon Webb, Director of Engineering
 Dan Heischman, Assistant Director of Engineering, Development

Items for Individual Consideration:

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

Mayor Bristol welcomed everyone in attendance and commented that the Town Council wanted to bring both the EDC Board of Directors and the P&Z Commissioners together to discuss the item, provide feedback, and allow everyone to be on the same page moving forward. Mr. Canizares added that no action will be taken and this is simply an informational sharing discussion.

The consultant presented an overview of the contents that has been compiled thus far within the Visioning Plan which included the existing zoning, current commercial areas, the framework on moving forward, the challenges and opportunities in implementation, and defining areas of priority.

The EDC Board of Directors and P&Z Commissioners commented on the Plan noting support for the variety and options within the plan to provide guidance, continuation of working with the landowners, and developing the area for the residents and citizens keeping the tax base in mind.

Landowners and developers in attendance asked questions regarding the base zoning of owned areas, connectivity, and timing of completion of the Visioning Plan.

Mr. Canizares commented that the Plan is to provide a high-level view of what the Town would like in the primary corridors and this is providing a framework to be used by town staff as items come forward. The next steps is to share this information with the development community.

Adjourn.

The meeting was adjourned at 6:59 p.m.

These minutes were approved on the 24th day of June 2025.

APPROVED:

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary



TOWN SECRETARY

To: Mayor and Town Council

From: Michelle Lewis Sirianni, Town Secretary

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

Re: Canceling July 8 Work Session & Regular Meeting

Town Council Meeting – June 24, 2025

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon canceling the July 8, 2025, Town Council Work Session and Regular meeting.

Description of Agenda Item:

Due to the Independence Day holiday falling on a Friday this year, and the Town's Pride in the Sky event taking place during the same week, it is recommended that these meetings be canceled. Town staff have reviewed upcoming agenda items and confirmed that there are no items requiring action on this date or prior to the second meeting in July scheduled for Tuesday, July 22, 2025.

Town Staff Recommendation:

Town Staff recommends the Town Council approve canceling the July 8, 2025, Town Council Work Session and Regular meeting.

Proposed Motion:

I move to approve canceling the July 8, 2025, Town Council Work Session and Regular meeting.



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 May Monthly Financial Report for Fiscal Year 2025 (CL)

Town Council Meeting – June 24, 2025

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

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

Description of Agenda Item:

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

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

Budget Impact:

There is no budgetary impact affiliated with this item.

Legal Obligations and Review:

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

Attached Documents:

1. Monthly Financial Report – May 31, 2025

Town Staff Recommendation:

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

Proposed Motion:

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



MONTHLY FINANCIAL REPORT

as of May 31, 2025

Cash/Budgetary Basis

Prepared by
Finance Department

June 24, 2025

TOWN OF PROSPER, TEXAS

MONTHLY FINANCIAL REPORT

May 2025

Table of Contents

General Fund	3
General Fund Charts	4 - 6
Debt Service Fund	7
East Thoroughfare Impact Fees Fund	8
West Thoroughfare Impact Fees Fund	9
Water Impact Fees Fund	10
Wastewater Impact Fees Fund	11
Impact Fee Chart	12
TIRZ #1 - Blue Star	13
TIRZ #2	14
Crime Control and Prevention Special Purpose District	15
Fire Control, Prevention, and Emergency Medical Services Special Purpose District	16
Park Dedication and Improvement Fund	17
Special Revenue Fund	18
Hotel Occupancy Tax Fund	19
Water-Sewer Fund	20 - 21
Water-Sewer Fund Charts	22 - 24
Storm Drainage Utility Fund	25
Solid Waste Fund	26
Vehicle and Equipment Replacement Fund	27
Health Insurance Fund	28
Capital Projects Fund-General	29 - 31
Capital Projects Fund-Water/Sewer	32

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
May 31, 2025
Expected Year to Date Percent 66.67%

GENERAL FUND

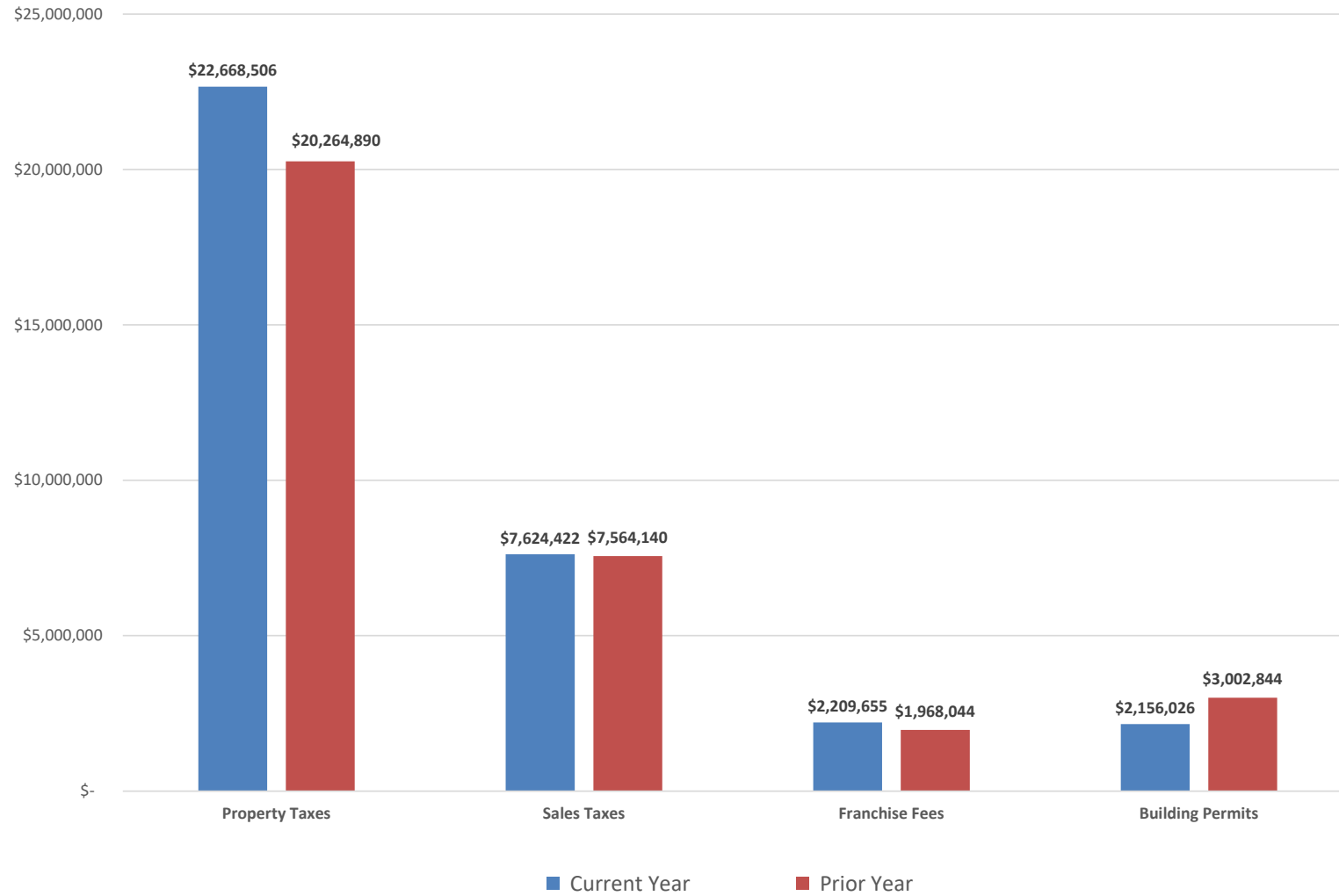
	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actuals	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actuals	Change from Prior Year
REVENUES										
Property Taxes	\$ 23,332,018	\$ -	\$ 23,332,018	\$ 22,668,506	\$ -	\$ 663,512	97%	1	\$ 20,264,890	12%
Sales Taxes	12,903,535	-	12,903,535	7,624,422	-	5,279,113	59%	2	7,564,140	1%
Franchise Fees	3,334,932	-	3,334,932	2,209,655	-	1,125,277	66%		1,968,044	12%
Building Permits	3,700,000	-	3,700,000	2,156,026	-	1,543,974	58%		3,002,844	-28%
Other Licenses, Fees & Permits	2,290,520	-	2,290,520	1,303,104	-	987,416	57%		1,271,751	2%
Charges for Services	1,342,523	-	1,342,523	1,174,537	-	167,986	87%		939,024	25%
Fines & Warrants	352,050	-	352,050	362,226	-	(10,176)	103%		283,665	28%
Intergovernmental Revenue (Grants)	611,781	-	611,781	22,131	-	589,650	4%		42,331	-48%
Interest Income	950,000	-	950,000	467,665	-	482,335	49%		695,930	-33%
Miscellaneous	144,351	-	144,351	167,004	-	(22,653)	116%		158,458	5%
Park Fees	767,400	-	767,400	432,773	-	334,627	56%		442,975	-2%
Transfers In	1,478,696	-	1,478,696	985,797	-	492,899	67%		864,735	14%
Total Revenues	\$ 51,207,806	\$ -	\$ 51,207,806	\$ 39,573,848	\$ -	\$ 11,633,958	77%		\$ 37,498,786	6%
EXPENDITURES										
Administration	\$ 10,928,574	\$ -	\$ 10,928,574	\$ 7,217,846	\$ 543,974	\$ 3,166,754	71%		\$ 6,813,978	6%
Police	11,538,858	-	11,538,858	8,258,785	325,075	2,954,998	74%		6,429,246	28%
Fire/EMS	10,379,914	-	10,379,914	7,681,022	169,166	2,529,727	76%		7,129,850	8%
Public Works	5,108,876	-	5,108,876	2,521,475	795,980	1,791,421	65%		2,078,198	21%
Community Services	8,170,637	-	8,170,637	4,788,311	829,239	2,553,087	69%		4,357,789	10%
Development Services	4,119,971	-	4,119,971	2,550,374	203,542	1,366,055	67%		2,113,633	21%
Engineering	2,572,798	-	2,572,798	1,572,154	23,807	976,837	62%		1,679,091	-6%
Transfers Out	-	-	-	-	-	-	0%		262,500	-100%
Total Expenses	\$ 52,819,628	\$ -	\$ 52,819,628	\$ 34,589,968	\$ 2,890,783	\$ 15,338,878	71%		\$ 30,864,286	12%
REVENUE OVER (UNDER) EXPENDITURES	\$ (1,611,822)	\$ -	\$ (1,611,822)	\$ 4,983,880					\$ 6,634,501	
Beginning Fund Balance October 1			13,231,361	13,231,361					18,777,035	
Ending Fund Balance			<u>\$ 11,619,539</u>	<u>\$ 18,215,241</u>					<u>\$ 25,411,536</u>	

Notes

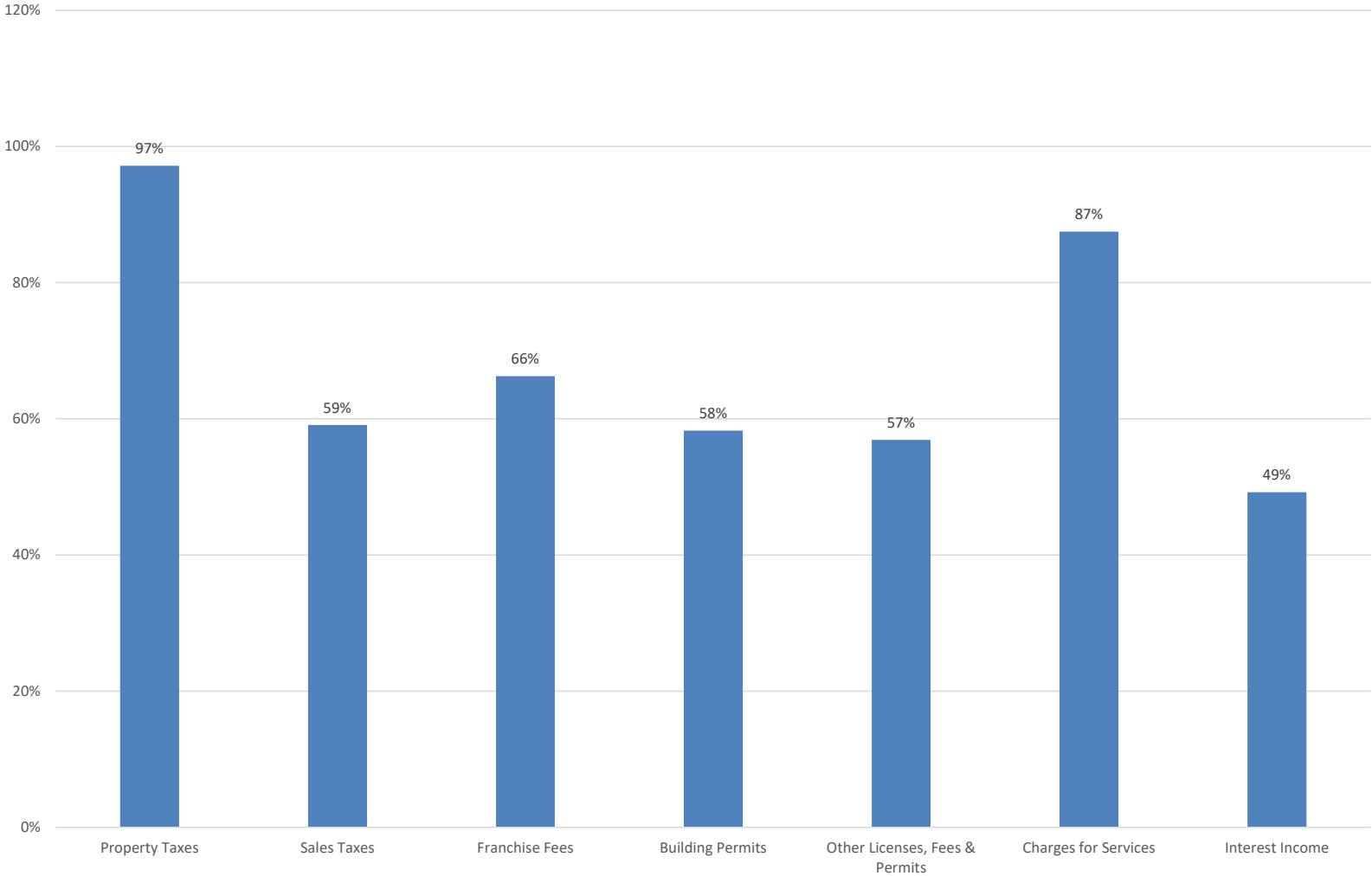
- Property taxes are billed in October and the majority of collections occur December through February.
- Franchise fees and other various license and fees are paid quarterly or annually.
- Fund Balance Contingency per Charter and Reserve for FY25 = \$10,750,376 (21%).

GENERAL FUND REVENUE

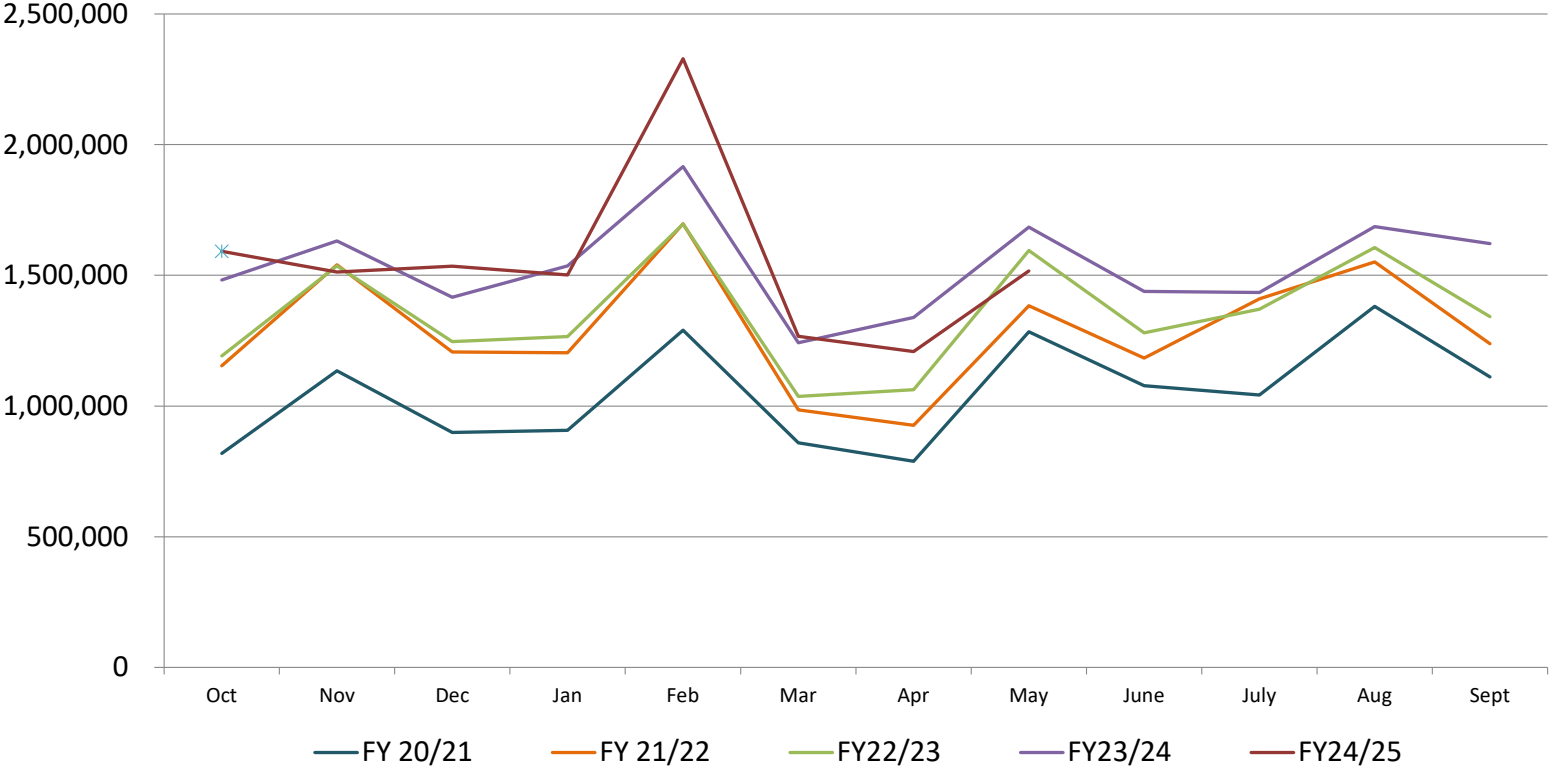
Current YTD to Prior Year YTD Actual Comparison



GENERAL FUND
YTD REVENUE % OF ANNUAL BUDGET



Town of Prosper, Texas
Sales Tax Revenue by Month



TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
May 31, 2025
Expected Year to Date Percent 66.67%

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	\$ (16,066)	\$ -	\$ 91,066	-21%	3	\$ 207,598	-108%
Property Taxes-Current	18,113,251	-	18,113,251	17,889,261	-	223,990	99%	1	15,011,792	19%
Taxes-Penalties	40,000	-	40,000	46,179	-	(6,179)	115%		44,668	3%
Interest Income	195,000	-	195,000	161,626	-	33,374	83%		193,452	-16%
Transfer In	-	-	-	-	-	-	0%		-	0%
Total Revenues	\$ 18,423,251	\$ -	\$ 18,423,251	\$ 18,081,001	\$ -	\$ 342,250	98%		\$ 15,457,511	17%
EXPENDITURES										
Professional Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%		\$ -	0%
Bond Administrative Fees	20,000	-	20,000	465	550	18,985	5%		1,500	-69%
2014 GO Bond Payment	600,000	-	600,000	-	-	600,000	0%		-	0%
2015 GO Bond Payment	1,436,700	-	1,436,700	1,436,700	-	-	100%		1,365,700	5%
2015 CO Bond Payment	495,000	-	495,000	495,000	-	-	100%		475,000	4%
2016 GO Debt Payment	-	-	-	-	-	-	0%		-	0%
2016 CO Debt Payment	105,000	-	105,000	105,000	-	-	100%		90,000	17%
2017 CO Debt Payment	480,000	-	480,000	480,000	-	-	100%		450,000	7%
2018 GO Debt Payment	160,000	-	160,000	160,000	-	-	100%		150,000	7%
2018 CO Debt Payment	520,000	-	520,000	520,000	-	-	100%		500,000	4%
2019 CO Debt Payment	549,266	-	549,266	549,266	-	-	100%		340,022	62%
2019 GO Debt Payment	170,000	-	170,000	170,000	-	-	100%		165,000	3%
2020 CO Debt Payment	430,000	-	430,000	430,000	-	-	100%		265,000	62%
2021 CO Debt Payment	265,000	-	265,000	265,000	-	-	100%		260,000	2%
2021 GO Debt Payment	1,355,000	-	1,355,000	1,355,000	-	-	100%		1,290,000	5%
2022 GO Debt Payment	1,020,000	-	1,020,000	1,020,000	-	-	100%		970,000	5%
2023 GO Debt Payment	1,055,000	-	1,055,000	1,055,000	-	-	100%			
2024 GO Debt Payment	2,100,000	-	2,100,000	2,100,000	-	-	100%			
Bond Interest Expense	8,082,589	-	8,082,589	4,078,331	-	4,004,258	50%		3,414,404	19%
Total Expenditures	\$ 18,843,555	\$ -	\$ 18,843,555	\$ 14,219,761	\$ 550	\$ 4,623,243	75%		\$ 9,736,625	46%
REVENUE OVER (UNDER) EXPENDITURES	\$ (420,304)	\$ -	\$ (420,304)	\$ 3,861,240					\$ 5,720,885	
Beginning Fund Balance October 1			1,245,232	1,245,232					1,302,520	
Ending Fund Balance Current Month			<u>\$ 824,928</u>	<u>\$ 5,106,472</u>					<u>\$ 7,023,405</u>	

Notes

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

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

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		\$ 1,000,000	\$ -	\$ 1,000,000	\$ 822,051				
East Thoroughfare Other Revenue		-	-	-	-				
Interest Income		120,000	-	120,000	92,402				
Total Revenues		<u>\$ 1,120,000</u>	<u>\$ -</u>	<u>\$ 1,120,000</u>	<u>\$ 914,453</u>				
EXPENDITURES									
Developer Reimbursements									
FM 1461 (SH289-CR 165)	\$ 385,368	\$ 77,074	\$ -	\$ 77,074	\$ 77,074	\$ -	\$ -	\$ 308,294	\$ -
Cambridge Park Estates	880,361	160,001	-	160,001	24,348	-	135,653	774,795	81,218
Total Developer Reimbursements	<u>\$ 1,265,728</u>	<u>\$ 237,074</u>	<u>\$ -</u>	<u>\$ 237,074</u>	<u>\$ 101,422</u>	<u>\$ -</u>	<u>\$ 135,653</u>	<u>\$ 1,083,089</u>	<u>\$ 81,218</u>
Transfer to Capital Project Fund	\$ 1,820,000	\$ 2,500,000	\$ -	\$ 2,500,000	\$ 2,529,491		\$ (29,491)		\$ (709,491)
Total Transfers Out	<u>\$ 1,820,000</u>	<u>\$ 2,500,000</u>	<u>\$ -</u>	<u>\$ 2,500,000</u>	<u>\$ 2,529,491</u>	<u>\$ -</u>	<u>\$ (29,491)</u>	<u>\$ -</u>	<u>\$ (709,491)</u>
Total Expenditures	<u>\$ 3,085,728</u>	<u>\$ 2,737,074</u>	<u>\$ -</u>	<u>\$ 2,737,074</u>	<u>\$ 2,630,912</u>	<u>\$ -</u>	<u>\$ 106,162</u>	<u>\$ 1,083,089</u>	<u>\$ (628,273)</u>
REVENUE OVER (UNDER) EXPENDITURES				\$ (1,617,074)	\$ (1,716,459)				
Beginning Fund Balance October 1				3,376,848	3,376,848				
Ending Fund Balance Current Month				<u>\$ 1,759,774</u>	<u>\$ 1,660,389</u>				

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

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	\$ 2,705,605				
West Thoroughfare Other Revenue		-	-	-	-				
Interest Income		200,000	-	200,000	267,923				
Total Revenues		<u>\$ 4,700,000</u>	<u>\$ -</u>	<u>\$ 4,700,000</u>	<u>\$ 2,973,528</u>				
EXPENDITURES									
Developer Reimbursements									
Parks at Legacy Developer Reimb	\$ 6,573,981	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,521,933	\$ 52,048
Pk Place, Prosper Hills, Prosper Meadow	4,014,469	1,200,000	-	1,200,000	-	-	1,200,000	-	4,014,469
Star Trail Developer Reimb	6,315,000	2,000,000	-	2,000,000	-	-	2,000,000	5,635,232	679,768
Legacy Garden Developer Reimb	3,407,300	1,000,000	-	1,000,000	-	-	1,000,000	485,648	2,921,652
DNT Frontier Retail	2,154,348	800,000	-	800,000	1,262,833	-	(462,833)	-	891,515
Westside Developer Reimb	156,016	86,548	-	86,548	-	-	86,548	69,468	86,548
Total Developer Reimbursements	<u>\$ 22,621,114</u>	<u>\$ 5,086,548</u>	<u>\$ -</u>	<u>\$ 5,086,548</u>	<u>\$ 1,262,833</u>	<u>\$ -</u>	<u>\$ 3,823,715</u>	<u>\$ 12,712,281</u>	<u>\$ 8,646,000</u>
Transfer to Capital Project Fund	\$ 5,000,000	\$ 5,000,000	\$ -	\$ 5,000,000	\$ 5,029,491		\$ (29,491)		\$ (29,491)
Total Transfers Out	<u>\$ 5,000,000</u>	<u>\$ 5,000,000</u>	<u>\$ -</u>	<u>\$ 5,000,000</u>	<u>\$ 5,029,491</u>	<u>\$ -</u>	<u>\$ (29,491)</u>	<u>\$ -</u>	<u>\$ (29,491)</u>
Total Expenditures	<u>\$ 28,271,114</u>	<u>\$ 10,086,548</u>	<u>\$ -</u>	<u>\$ 10,086,548</u>	<u>\$ 6,292,323</u>	<u>\$ -</u>	<u>\$ 3,794,225</u>	<u>\$ 12,712,281</u>	<u>\$ 9,266,509</u>
REVENUE OVER (UNDER) EXPENDITURES				\$ (5,386,548)	\$ (3,318,796)				
Beginning Fund Balance October 1				9,564,029	9,564,029				
Ending Fund Balance Current Month				<u>\$ 4,177,481</u>	<u>\$ 6,245,233</u>				

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

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		\$ 3,500,000	\$ -	\$ 3,500,000	\$ 1,859,266				
Interest Income		290,000	-	290,000	232,778				
Total Revenues		<u>\$ 3,790,000</u>	<u>\$ -</u>	<u>\$ 3,790,000</u>	<u>\$ 2,092,044</u>				
EXPENDITURES									
Developer Reimbursements									
DNT Frontier Retail	\$ 343,542	\$ 200,000	\$ -	\$ 200,000	\$ 237,916	\$ -	\$ (37,916)	\$ 54,252	\$ 51,374
Star Trail	2,811,923	500,000	-	500,000	-	-	500,000	2,399,731	412,192
Victory at Frontier	215,402	68,031	-	68,031	-	-	68,031	168,869	46,533
Westside Developer Reimb	438,235	222,502	-	222,502	-	-	222,502	215,733	222,502
Pk Place, Prosper Hills, Prosper Meadow	1,406,859	800,000	-	800,000	-	-	800,000	-	1,406,859
Parks at Legacy Developer Reimb	594,140	-	-	-	270,739	-	(270,739)	594,140	(270,739)
Total Developer Reimbursements	<u>\$ 5,810,101</u>	<u>\$ 1,790,533</u>	<u>\$ -</u>	<u>\$ 1,790,533</u>	<u>\$ 508,656</u>	<u>\$ -</u>	<u>\$ 1,281,877</u>	<u>\$ -</u>	<u>\$ 1,868,721</u>
Transfer to Capital Project Fund	\$ -	\$ 2,000,000	\$ -	\$ 2,000,000	\$ 2,007,309	\$ -	\$ (7,309)	\$ -	
Total Transfers Out	<u>\$ -</u>	<u>\$ 2,000,000</u>	<u>\$ -</u>	<u>\$ 2,000,000</u>	<u>\$ 2,007,309</u>	<u>\$ -</u>	<u>\$ (7,309)</u>	<u>\$ -</u>	<u>\$ -</u>
Total Expenditures	<u>\$ 5,810,101</u>	<u>\$ 3,790,533</u>	<u>\$ -</u>	<u>\$ 3,790,533</u>	<u>\$ 2,515,965</u>	<u>\$ -</u>	<u>\$ 1,274,568</u>	<u>\$ -</u>	<u>\$ 1,868,721</u>
REVENUE OVER (UNDER) EXPENDITURES				\$ (533)	\$ (423,921)				
Beginning Fund Balance October 1				7,882,804	7,882,804				
Ending Fund Balance Current Month				<u>\$ 7,882,271</u>	<u>\$ 7,458,883</u>				

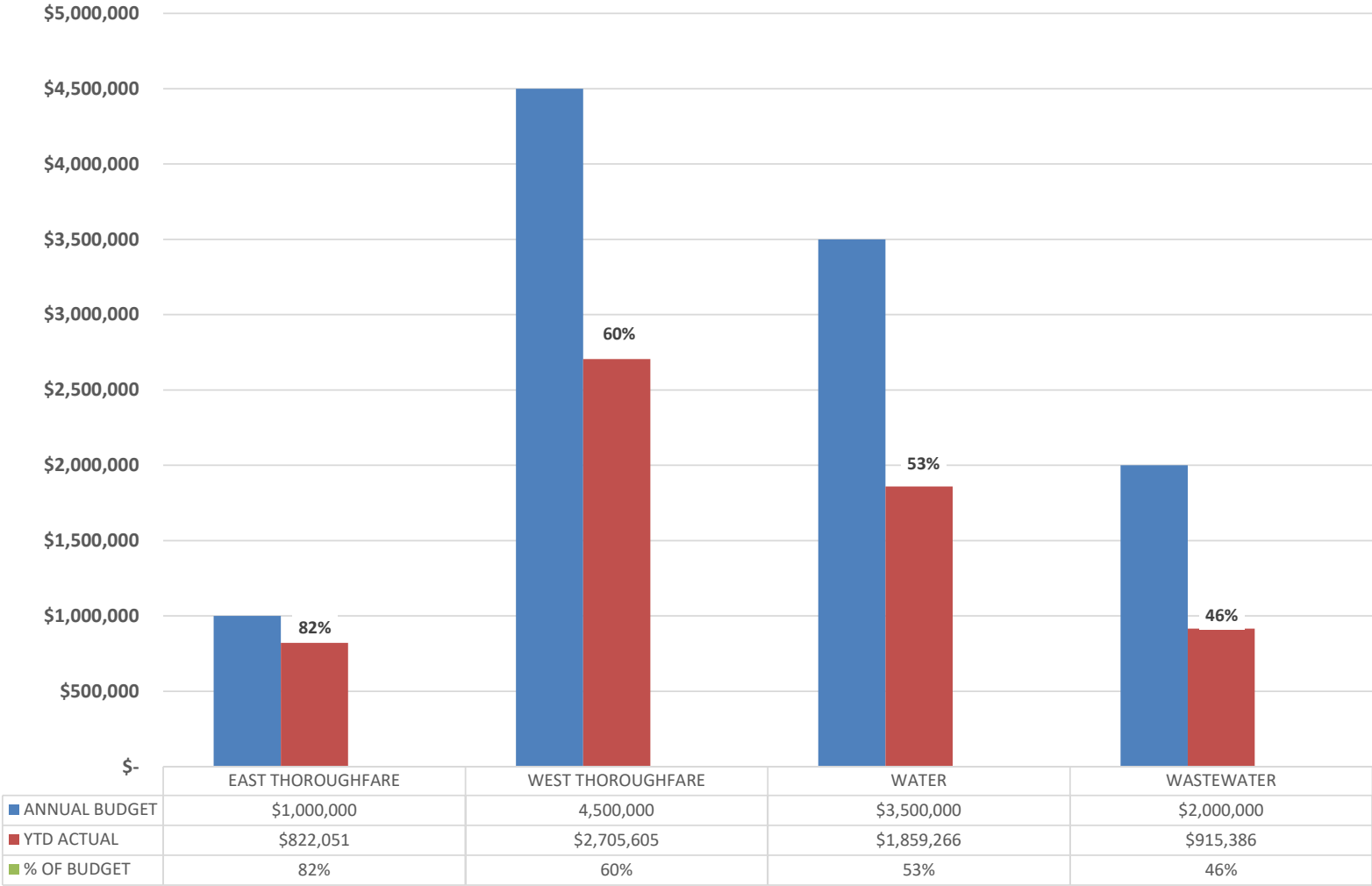
TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
May 31, 2025

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	\$ 915,386				
Interest Income		125,000	-	125,000	121,198				
Upper Trinity Equity Fee		300,000	-	300,000	142,000				
Total Revenues		<u>\$ 2,425,000</u>	<u>\$ -</u>	<u>\$ 2,425,000</u>	<u>\$ 1,178,584</u>				
EXPENDITURES									
Developer Reimbursements									
LaCima Developer Reimb	\$ 228,630	\$ 125,000	\$ -	\$ 125,000	\$ -	\$ -	\$ 125,000	\$ 103,630	\$ 125,000
Brookhollow Developer Reimb	1,178,194	120,452	-	120,452	-	-	120,452	1,057,742	120,452
All Storage Developer Reimb	204,180	150,000	-	150,000	-	-	150,000	54,180	150,000
Legacy Garden Developer Reimb	274,438	63,274	-	63,274	5,464	-	57,810	211,164	57,810
Pk Place, Prosper Hills, Prosper Meadow	186,169	100,000	-	100,000	-	-	100,000	-	186,169
Total Developer Reimbursements	<u>\$ 2,071,611</u>	<u>\$ 558,726</u>	<u>\$ -</u>	<u>\$ 558,726</u>	<u>\$ 5,464</u>	<u>\$ -</u>	<u>\$ 553,262</u>	<u>\$ 1,426,716</u>	<u>\$ 639,431</u>
Transfer to Capital Project Fund	<u>\$ 3,531,622</u>	<u>\$ 3,531,622</u>	<u>\$ -</u>	<u>\$ 3,531,622</u>	<u>\$ 3,538,931</u>	<u>\$ -</u>	<u>\$ (7,309)</u>	<u>\$ -</u>	<u>\$ (7,309)</u>
Total Transfers Out	<u>\$ 3,531,622</u>	<u>\$ 3,531,622</u>	<u>\$ -</u>	<u>\$ 3,531,622</u>	<u>\$ 3,538,931</u>	<u>\$ -</u>	<u>\$ (7,309)</u>	<u>\$ -</u>	<u>\$ (7,309)</u>
Total Expenditures	<u>\$ 5,603,233</u>	<u>\$ 4,090,348</u>	<u>\$ -</u>	<u>\$ 4,090,348</u>	<u>\$ 3,544,395</u>	<u>\$ -</u>	<u>\$ 545,953</u>	<u>\$ 1,426,716</u>	<u>\$ 632,122</u>
REVENUE OVER (UNDER) EXPENDITURES				<u>\$ (1,665,348)</u>	<u>\$ (2,365,811)</u>				
Beginning Fund Balance October 1				4,248,161	4,248,161				
Ending Fund Balance Current Month				<u>\$ 2,582,813</u>	<u>\$ 1,882,350</u>				

IMPACT FEE REVENUE

YTD Actual to Annual Budget



TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
May 31, 2025
Expected Year to Date Percent 66.67%

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	\$ 233,915	\$ (183,915)	468%		\$ 68,770	240%
Wastewater Impact Fees	700,000	-	700,000	408,981	291,019	58%		428,944	-5%
East Thoroughfare Impact Fees	50,000	-	50,000	156,476	(106,476)	313%		37,805	314%
Property Taxes - Town (Current)	1,269,687	-	1,269,687	1,256,338	13,349	99%		1,108,174	13%
Property Taxes - Town (Rollback)	-	-	-	165,155	(165,155)	0%		486,411	-66%
Property Taxes - County (Current)	268,202	-	268,202	265,382	2,820	99%		231,790	14%
Sales Taxes - Town	1,293,986	-	1,293,986	825,910	468,076	64%		691,547	19%
Sales Taxes - EDC	1,086,948	-	1,086,948	691,700	395,248	64%		579,170	19%
Interest Income	75,000	-	75,000	108,909	(33,909)	145%		74,854	45%
Transfer In	-	-	-	-	-	0%		-	0%
Total Revenue	\$ 4,793,823	\$ -	\$ 4,793,823	\$ 4,112,767	\$ 681,056	86%		\$ 3,707,464	11%
EXPENDITURES									
Professional Services	\$ 6,000	\$ -	\$ 6,000	\$ -	\$ 6,000	0%		\$ -	0%
Developer Reimbursement	4,787,823	-	4,787,823	-	4,787,823	0%		-	0%
Transfers Out	-	-	-	-	-	0%		-	0%
Total Expenses	\$ 4,793,823	\$ -	\$ 4,793,823	\$ -	\$ 4,793,823	0%		\$ -	0%
REVENUE OVER (UNDER) EXPENDITURES			\$ -	\$ 4,112,767				\$ 3,707,464	
Beginning Fund Balance October 1			2,542,101	2,542,101				991,447	
Ending Fund Balance Current Month			<u>\$ 2,542,101</u>	<u>\$ 6,654,868</u>				<u>\$ 4,698,911</u>	

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
May 31, 2025
Expected Year to Date Percent 66.67%

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)	\$ 117,783	\$ -	\$ 117,783	\$ 114,647	\$ 3,136	97%		\$ 39,537	190%
Property Taxes - Town (Rollback)	-	-	-	-	-	0%		44,560	-100%
Property Taxes - County (Current)	8,441	-	8,441	24,217	(15,776)	287%		8,270	193%
Sales Taxes - Town	2,000	-	2,000	1,129	871	56%		3,482	-68%
Sales Taxes - EDC	2,000	-	2,000	1,129	871	56%		3,482	-68%
Interest Income	1,500	-	1,500	2,007	(507)	134%		1,763	14%
Total Revenue	\$ 131,724	\$ -	\$ 131,724	\$ 143,128	\$ (11,404)	109%		\$ 101,093	42%
EXPENDITURES									
Professional Services	\$ -	\$ -	\$ -	\$ -	\$ -	0%		\$ -	0%
Developer Reimbursement	131,724	-	131,724	-	131,724	0%		-	0%
Transfers Out	-	-	-	-	-	0%		-	0%
Total Expenditures	\$ 131,724	\$ -	\$ 131,724	\$ -	\$ 131,724	0%		\$ -	0%
REVENUE OVER (UNDER) EXPENDITURES			\$ -	\$ 143,128				\$ 101,093	
Beginning Fund Balance October 1			25,751	25,751				25,650	
Ending Fund Balance Current Month			<u>\$ 25,751</u>	<u>\$ 168,879</u>				<u>\$ 126,743</u>	

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
May 31, 2025
Expected Year to Date Percent 66.67%

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	\$ 3,478,456	\$ -	\$ 3,478,456	\$ 2,020,327	\$ -	\$ 1,458,129	58%		\$ 2,013,076	0%
Interest Income	1,200	-	1,200	5,754	-	(4,554)	479%		-	0%
Other	-	-	-	-	-	-	0%		-	0%
Total Revenue	\$ 3,479,656	\$ -	\$ 3,479,656	\$ 2,026,081	\$ -	\$ 1,453,575	58%		\$ 2,013,076	1%
EXPENDITURES										
Personnel	\$ 3,344,835	\$ -	\$ 3,344,835	\$ 1,561,152	\$ -	\$ 1,783,683	47%		\$ 2,066,782	-24%
Other	1,200	-	1,200	1,357	-	(157)	113%		8,604	-84%
Total Expenditures	\$ 3,346,035	\$ -	\$ 3,346,035	\$ 1,562,509	\$ -	\$ 1,783,526	47%		\$ 2,075,386	-25%
REVENUE OVER (UNDER) EXPENDITURES	\$ 133,621	\$ -	\$ 133,621	\$ 463,572					\$ (62,310)	
Beginning Fund Balance October 1			398,065	398,065					422,055	
Ending Fund Balance Current Month			<u>\$ 531,686</u>	<u>\$ 861,637</u>					<u>\$ 359,745</u>	

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
May 31, 2025
Expected Year to Date Percent 66.67%

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	\$ 3,478,456	\$ -	\$ 3,478,456	\$ 2,038,217	\$ -	\$ 1,440,239	59%		\$ 2,015,013	1%
Interest Income	1,200	-	1,200	748	-	452	62%		3,237	-77%
Other	-	-	-	-	-	-	0%		-	0%
Total Revenue	\$ 3,479,656	\$ -	\$ 3,479,656	\$ 2,038,964	\$ -	\$ 1,440,692	59%		\$ 2,018,251	1%
EXPENDITURES										
Personnel	\$ 3,541,860	\$ -	\$ 3,541,860	\$ 1,974,905	\$ -	\$ 1,566,955	56%		\$ 1,922,222	3%
Other	2,400	-	2,400	1,357	-	1,043	57%		8,604	-84%
Total Expenditures	\$ 3,544,260	\$ -	\$ 3,544,260	\$ 1,976,262	\$ -	\$ 1,567,998	56%		\$ 1,930,826	2%
REVENUE OVER (UNDER) EXPENDITURES	\$ (64,604)	\$ -	\$ (64,604)	\$ 62,703					\$ 87,425	
Beginning Fund Balance October 1			382,940	382,940					455,295	
Ending Fund Balance Current Month			<u>\$ 318,336</u>	<u>\$ 445,643</u>					<u>\$ 542,720</u>	

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
May 31, 2025
Expected Year to Date Percent 66.67%

PARK DEDICATION AND IMPROVEMENT 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										
Park Dedication Fees	\$ 600,000	\$ -	\$ 600,000	\$ 1,303,973	\$ -	\$ (703,973)	217%		\$ 737,375	77%
Park Improvement Fees	800,000	-	800,000	1,097,000	-	(297,000)	137%		481,146	128%
Interest - Park Dedication	36,000	-	36,000	37,663	-	(1,663)	105%		21,812	73%
Interest - Park Improvement	38,000	-	38,000	16,380	-	21,620	43%		30,733	-47%
Contributions/Grants	-	-	-	-	-	-	0%		-	0%
Transfers In	-	-	-	-	-	-	0%		-	0%
Total Revenue	\$ 1,474,000	\$ -	\$ 1,474,000	\$ 2,455,015	\$ -	\$ (981,015)	167%		\$ 1,271,067	93%
EXPENDITURES										
Transfers Out - Park Dedication	\$ 1,810,050	\$ -	\$ 1,810,050	\$ 1,115,050	\$ -	\$ 695,000	62%		\$ -	0%
Park Dedication	-	-	-	-	-	-	0%		-	0%
Transfers Out - Park Improvement	465,000	-	465,000	465,000	-	-	100%		-	0%
Park Improvement	50,000	-	50,000	-	47,174	2,826	94%		-	0%
Total Expenditures	\$ 2,325,050	\$ -	\$ 2,325,050	\$ 1,580,050	\$ 47,174	\$ 697,826	70%		\$ -	0%
REVENUE OVER (UNDER) EXPENDITURES	\$ (851,050)	\$ -	\$ (851,050)	\$ 874,965					\$ 1,271,067	
Beginning Fund Balance October 1			1,232,192	1,232,192					2,316,978	
Ending Fund Balance Current Month			<u>\$ 381,142</u>	<u>\$ 2,107,157</u>					<u>\$ 3,588,045</u>	

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
May 31, 2025
Expected Year to Date Percent 66.67%

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	\$ 52,550	\$ -	\$ 52,550	\$ 223,076	\$ -	\$ (170,526)	425%		\$ 68,694	225%
Interest Income CARES/ARPA Funds	-	-	-	-	-	-	0%		107,223	-100%
Police Donation Revenue	15,500	-	15,500	20,938	-	(5,438)	135%		12,257	71%
Cash Seizure Forfeit	-	-	-	3,064	-	(3,064)	0%		1,667	84%
Fire Donation Revenue	15,500	-	15,500	11,023	-	4,477	71%		13,191	-16%
Child Safety Revenue	28,000	-	28,000	18,947	-	9,053	68%		13,894	36%
Court Technology Revenue	8,198	-	8,198	8,981	-	(783)	110%		6,973	29%
Court Security Revenue	8,525	-	8,525	11,033	-	(2,508)	129%		8,446	31%
Municipal Jury revenue	-	-	-	292	-	(292)	0%		169	72%
Tree Mitigation	300,000	-	300,000	37,800	-	262,200	13%		105,014	-64%
Escrow Income	-	-	-	-	-	-	0%		167,514	-100%
LEOSE Revenue	3,000	-	3,000	10,288	-	(7,288)	343%		8,756	18%
Transfer In	-	-	-	-	-	-	0%		-	0%
Total Revenue	\$ 431,273	\$ -	\$ 431,273	\$ 345,442	\$ -	\$ 85,831	80%		\$ 513,798	-33%
EXPENDITURES										
Police Donation Expense	\$ 5,000	\$ -	\$ 5,000	\$ 3,989	\$ -	\$ 1,011	80%		\$ 333	1098%
Police Seizure Expense	12,995	-	12,995	531	-	12,464	4%		867	-39%
Fire Donation Expense	10,000	-	10,000	33,702	-	(23,702)	337%		2,927	1052%
Child Safety Expense	3,000	-	3,000	-	-	3,000	0%		264	-100%
Court Technology Expense	10,000	-	10,000	-	-	10,000	0%		-	0%
Court Security Expense	16,860	-	16,860	-	-	16,860	0%		-	0%
Tree Mitigation Expense	-	-	-	-	-	-	0%		-	0%
LEOSE Expenditure	6,500	-	6,500	-	-	6,500	0%		3,955	-100%
Transfer Out (Escrow Funds)	1,150,000	-	1,150,000	1,650,000	-	(500,000)	143%		200,000	725%
Total Expenses	\$ 1,214,355	\$ -	\$ 1,214,355	\$ 1,688,223	\$ -	\$ (473,868)	139%		\$ 208,346	710%
REVENUE OVER (UNDER) EXPENDITURES	\$ (783,082)	\$ -	\$ (783,082)	\$ (1,342,780)					\$ 305,452	
Beginning Fund Balance October 1			2,296,614	2,296,614					2,104,365	
Ending Fund Balance Current Month			<u>\$ 1,513,532</u>	<u>\$ 953,834</u>					<u>\$ 2,409,817</u>	

Notes

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
May 31, 2025
Expected Year to Date Percent 66.67%

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										
Sales Taxes	\$ 57,125	\$ -	\$ 57,125	\$ -	\$ -	\$ 57,125	0%		\$ -	0%
Interest Income	2,000	-	2,000	-	-	2,000	0%		-	0%
Other	-	-	-	-	-	-	0%		-	0%
Total Revenue	\$ 59,125	\$ -	\$ 59,125	\$ -	\$ -	\$ 59,125	0%		\$ -	0%
EXPENDITURES										
Personnel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%		\$ -	0%
Development Agreement	28,563	-	28,563	-	-	28,563	0%		-	0%
Other	-	-	-	-	-	-	0%		-	0%
Total Expenditures	\$ 28,563	\$ -	\$ 28,563	\$ -	\$ -	\$ 28,563	0%		\$ -	0%
REVENUE OVER (UNDER) EXPENDITURES	\$ 30,562	\$ -	\$ 30,562	\$ -					\$ -	
Beginning Fund Balance October 1			-	-					-	
Ending Fund Balance Current Month			<u>\$ 30,562</u>	<u>\$ -</u>					<u>\$ -</u>	

Notes

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

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
May 31, 2025
Expected Year to Date Percent 66.67%

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	\$ 24,470,841	\$ -	\$ 24,470,841	\$ 12,096,097	\$ -	\$ 12,374,744	49%		\$ 10,499,491	15%
Sewer Charges for Services	14,674,289	-	14,674,289	9,040,380	-	5,633,909	62%		7,394,369	22%
Licenses, Fees & Permits	377,705	-	377,705	314,207	-	63,498	83%		292,375	7%
Utility Billing Penalties	186,900	-	186,900	166,124	-	20,776	89%		149,367	11%
Interest Income	510,000	-	510,000	341,585	-	168,415	67%		352,954	-3%
Other	3,224,690	-	3,224,690	457,916	-	2,766,774	14%		510,109	-10%
Transfer In	-	-	-	-	-	-	0		-	0%
Total Revenues	\$ 43,444,425	\$ -	\$ 43,444,425	\$ 22,416,309	\$ -	\$ 21,028,116	52%		\$ 19,198,666	17%
EXPENDITURES										
Administration	\$ 1,063,187	\$ -	\$ 1,063,187	\$ 913,564	\$ 66,872	\$ 82,750	92%	1	\$ 695,241	31%
Debt Service	6,753,424	-	6,753,424	2,853,209	550	3,899,665	42%		2,164,788	32%
Water Purchases	13,563,295	-	13,563,295	8,882,771	-	4,680,525	65%		7,692,961	15%
Sewer Management Fee	5,270,599	-	5,270,599	4,121,349	-	1,149,250	78%		3,375,564	22%
Franchise Fee	1,136,854	-	1,136,854	757,903	-	378,951	67%		459,901	65%
Public Works	9,601,940	-	9,601,940	5,738,555	567,891	3,295,494	66%		4,837,360	19%
Transfer Out	1,218,340	-	1,218,340	880,467	-	337,873	72%		5,264,138	-83%
Total Expenses	\$ 38,607,639	\$ -	\$ 38,607,639	\$ 24,147,818	\$ 635,313	\$ 12,296,307	64%		\$ 24,489,953	-1%
REVENUE OVER (UNDER) EXPENDITURES	\$ 4,836,786	\$ -	\$ 4,836,786	\$ (1,731,508)					\$ (5,291,287)	
Beginning Working Capital October 1			12,399,855	12,399,855					18,777,035	
Ending Working Capital			<u>\$ 17,236,641</u>	<u>\$ 10,668,347</u>					<u>\$ 13,485,748</u>	

Notes

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

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
May 31, 2025
Expected Year to Date Percent 66.67%

WATER-SEWER FUND

	May-25		May-24		Growth % Change
	WATER	SEWER	WATER	SEWER	
# of Accts Residential	13,951	13,253	13,235	12,533	5.57%
# of Accts Commercial	498	452	450	407	10.85%
Consumption-Residential	150,097,600	91,533,098	126,045,040	86,871,220	13.49%
Consumption-Commercial	23,769,410	17,593,060	22,221,150	15,936,030	8.40%
Consumption-Commercial Irrigation	20,027,500		15,637,800		28.07%
Avg Total Res Water Consumption	11,310		9,510		18.93%
Billed (\$) Residential	\$ 1,089,563	\$ 954,355	\$ 881,658	\$ 779,886	23.58%
Billed (\$) Commercial	\$ 252,268	\$ 190,713	\$ 226,659	\$ 156,916	11.30%
Billed (\$) Commercial Irrigation	\$ 186,023		\$ 139,821		33.04%
Total Billed (\$)	\$ 1,527,854	\$ 1,145,068	\$ 1,248,137	\$ 936,802	22.33%

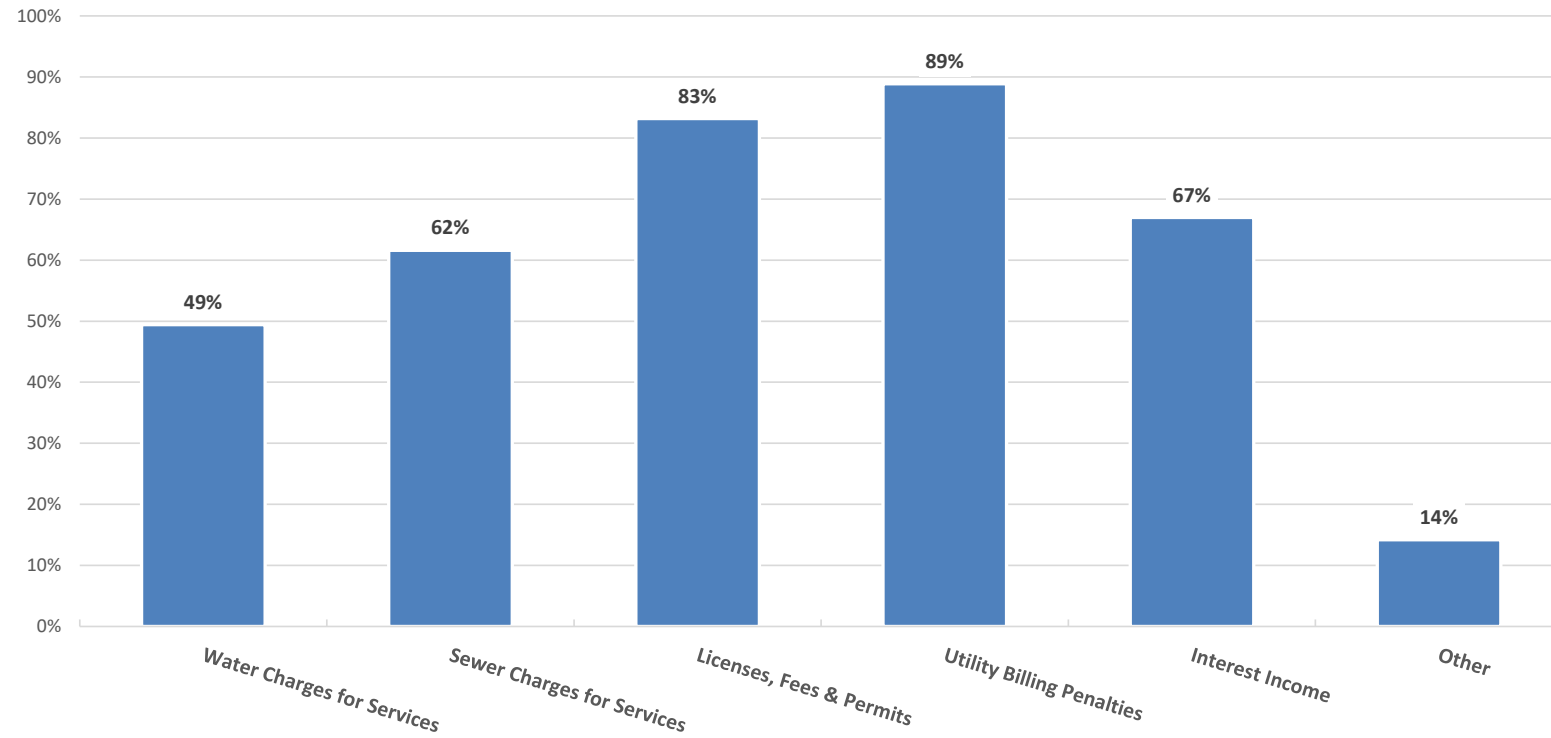
Month	FY2025			FY2024		
	Avg. Temp (°F)	# Rain Days	Rainfall (in)	Avg. Temp (°F)	# Rain Days	Rainfall (in)
October	75°	1	0.41	68°	8	11.30
November	61°	9	4.09	58°	2	0.57
December	61°	13	5.91	53°	5	4.09
January	43°	6	5.94	43°	10	3.86
February	49°	10	2.12	58°	5	1.56
March	64°	7	1.31	61°	12	6.57
April	69°	10	4.65	69°	9	9.07
May	74°	10	6.07	77°	11	9.71
June				84°	5	4.35
July				85°	8	1.84
August				89°	2	0.96
September				79°	6	3.02
Annual		66	30.50		83	56.90

Average Total Residential Water Consumption by Month				
Month	FY2025	FY2024	Five Year	Cumulative
			Average	Average
October	17,490	19,061	17,751	17,751
November	14,260	10,540	10,991	28,742
December	9,080	8,003	7,405	36,148
January	6,340	7,400	6,862	43,009
February	6,090	6,200	6,344	50,487
March	6,308	7,600	6,669	56,023
April	10,638	8,900	9,246	65,269
May	11,310	9,510	11,778	77,046
June		10,310	12,720	89,767
July		22,740	18,856	108,623
August		22,120	22,856	131,478
September		24,400	20,423	151,902
TOTAL (gal)	81,516	162,724	151,902	

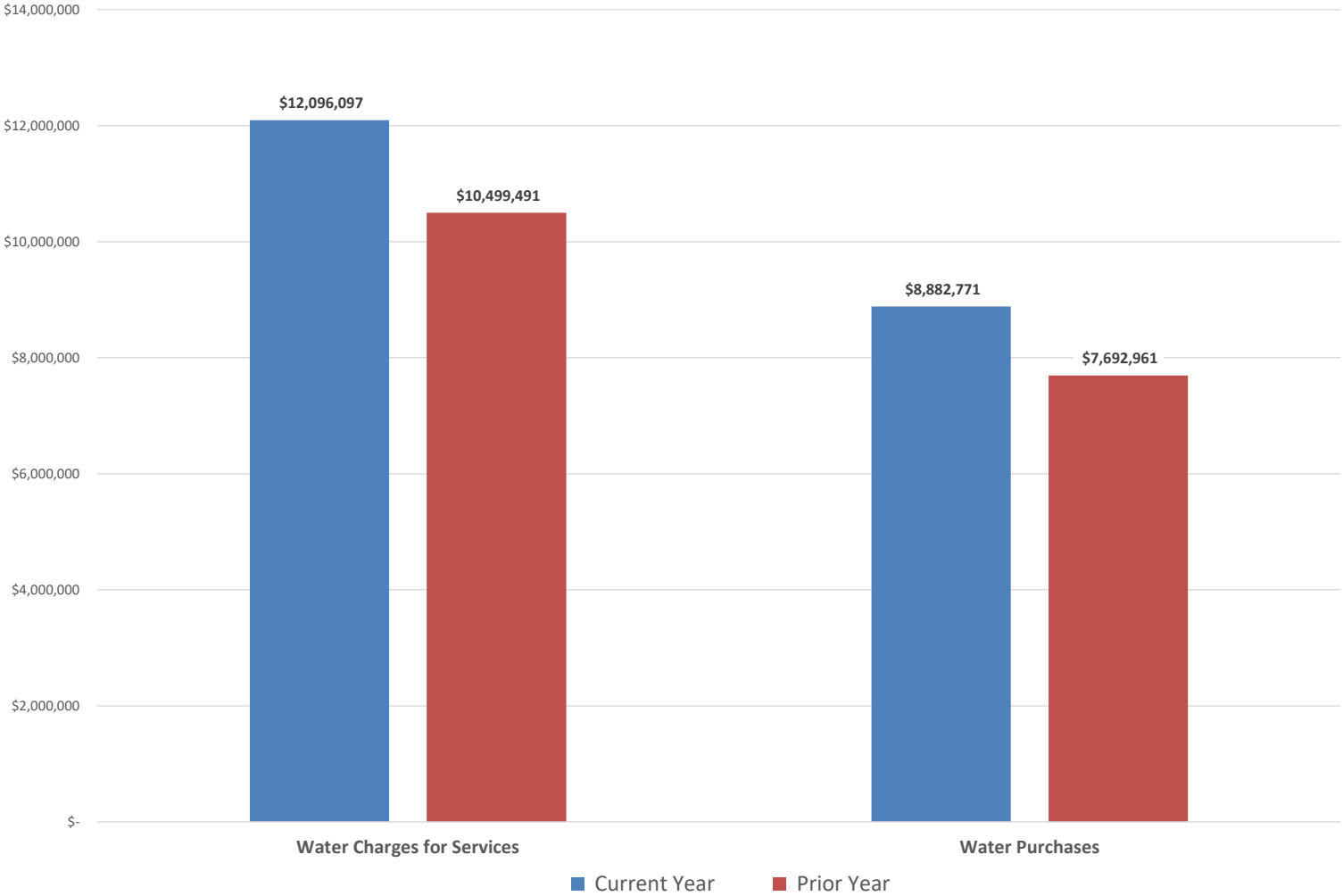
Weather Data: <https://www.wunderground.com/history/monthly/KDAL/date/2025-04>

WATER SEWER FUND

REVENUE YTD % OF ANNUAL BUDGET

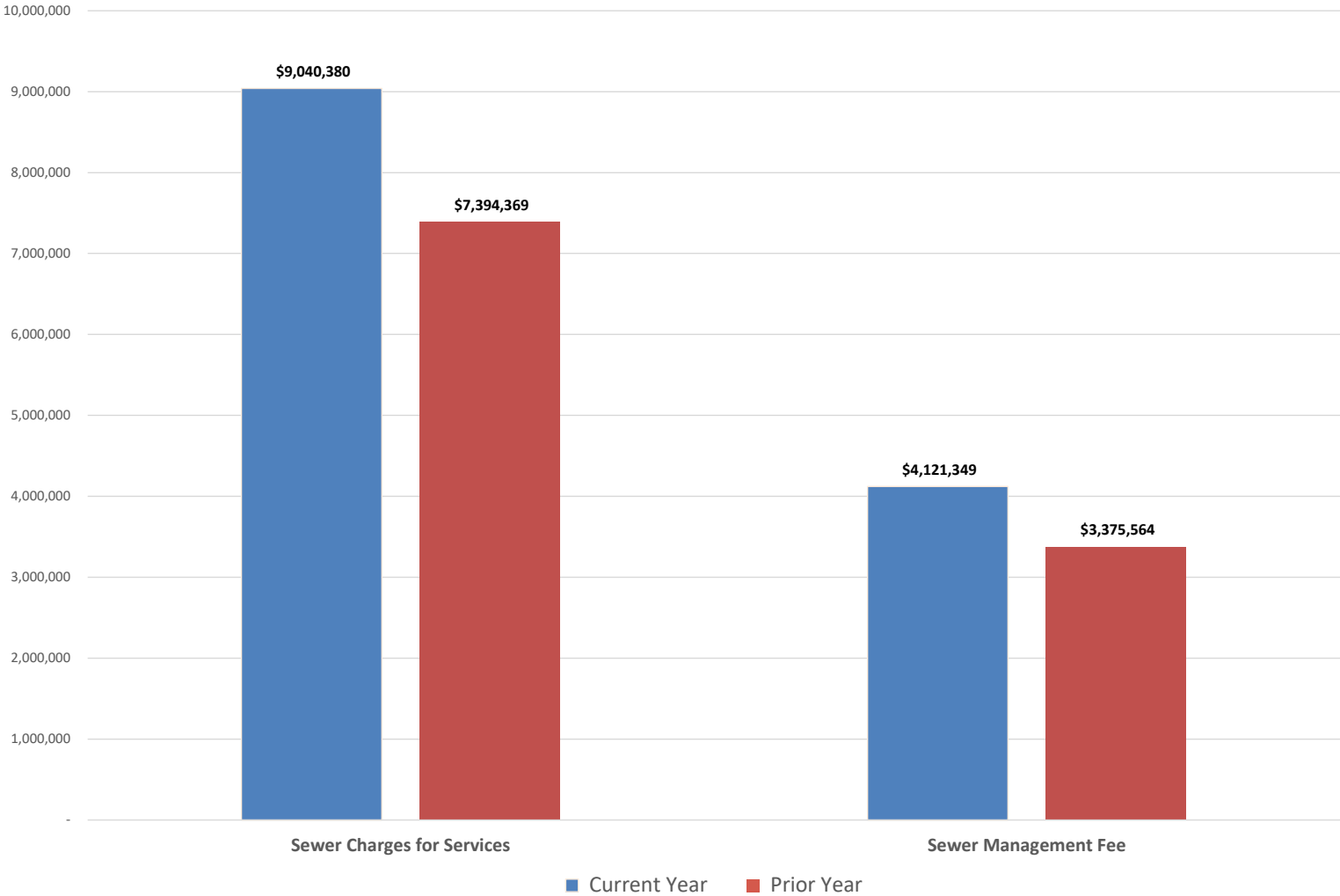


WATER REVENUE AND EXPENSE
Current YTD to Prior Year YTD Actual Comparison



SEWER REVENUE AND EXPENSE

Current YTD to Prior Year YTD Actual Comparison



TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
May 31, 2025
Expected Year to Date Percent 66.67%

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	\$ 950,000	\$ -	\$ 950,000	\$ 653,280	\$ -	\$ 296,720	69%		\$ 618,679	6%
Drainage Review Fee	3,500	-	3,500	-	-	3,500	0%		3,150	-100%
Interest Income	8,000	-	8,000	6,313	-	1,687	79%		8,614	-27%
Other Revenue	-	-	-	-	-	-	0%		-	0%
Transfer In	-	-	-	-	-	-	0%		-	0%
Total Revenue	\$ 961,500	\$ -	\$ 961,500	\$ 659,593	\$ -	\$ 301,907	69%		\$ 630,444	5%
EXPENDITURES										
Personnel Services	\$ 426,032	\$ (3,475)	\$ 422,557	\$ 275,603	\$ -	\$ 146,954	65%		\$ 210,940	31%
Debt Service	215,263	-	215,263	133,388	-	81,876	62%	2	150,531	-11%
Operating Expenditures	49,117	3,475	52,592	16,883	491	35,218	33%		22,200	-24%
Capital	177,812	-	177,812	157,169	142	20,501	88%		-	0%
Transfers Out	107,996	-	107,996	155,331	-	(47,335)	144%	1	300,597	-48%
Total Expenses	\$ 976,220	\$ -	\$ 976,220	\$ 738,373	\$ 633	\$ 237,214	76%		\$ 684,268	8%
REVENUE OVER (UNDER) EXPENDITURES	\$ (14,720)	\$ -	\$ (14,720)	\$ (78,780)					\$ (53,824)	
Beginning Working Capital October 1			251,393	251,393					380,410	
Ending Working Capital Current Month			<u>\$ 236,673</u>	<u>\$ 172,613</u>					<u>\$ 326,586</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.

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
May 31, 2025
Expected Year to Date Percent 66.67%

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	\$ 3,295,173	\$ -	\$ 3,295,173	\$ 2,393,173	\$ -	\$ 902,000	73%		\$ 1,892,357	26%
Interest Income	4,500	-	4,500	5,087	-	(587)	113%		4,652	9%
Transfer In	-	-	-	-	-	-	0%		-	0%
Total Revenues	\$ 3,299,673	\$ -	\$ 3,299,673	\$ 2,398,261	\$ -	\$ 901,412	73%		\$ 1,897,009	26%
EXPENDITURES										
Administration	\$ 96,753	\$ -	\$ 96,753	\$ 43,501	\$ 89	\$ 53,163	45%		\$ 38,848	12%
Sanitation Collection	2,830,789	-	2,830,789	1,780,197	-	1,050,592	63%		1,575,593	13%
Capital Expenditure	-	-	-	-	-	-	0%		1,933,413	-100%
Debt Service	257,501	-	257,501	171,667	-	85,834	67%		51,667	232%
Transfer Out	-	-	-	-	-	-	0%		-	0%
Total Expenses	\$ 3,185,043	\$ -	\$ 3,185,043	\$ 1,995,364	\$ 89	\$ 1,189,590	63%		\$ 3,599,521	-45%
REVENUE OVER (UNDER) EXPENDITURES	\$ 114,630	\$ -	\$ 114,630	\$ 402,896					\$ (1,702,512)	
Beginning Working Capital October 1			120,426	120,426					5,985	
Ending Working Capital			<u>\$ 235,056</u>	<u>\$ 523,322</u>					<u>\$ (1,696,527)</u>	
Notes										

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
May 31, 2025
Expected Year to Date Percent 66.67%

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										
Grant Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%		\$ -	0%
Other Reimbursements	150,000	-	150,000	22,325	-	127,675	15%		-	0%
Interest Income	250,000	-	250,000	167,796	-	82,204	67%		183,724	-9%
Charges for Services	1,572,064	-	1,572,064	1,048,043	-	524,021	67%		985,977	6%
Auction Proceeds	-	-	-	107,500	-	(107,500)	0%		-	0%
Total Revenue	\$ 1,972,064	\$ -	\$ 1,972,064	\$ 1,345,663	\$ -	\$ 626,401	68%		\$ 1,169,701	15%
EXPENDITURES										
Vehicle Replacement	\$ 1,866,493	\$ -	\$ 1,866,493	\$ 810,709	\$ 1,695,286	\$ (639,502)	134%		\$ 236,659	243%
Equipment Replacement	526,908	-	526,908	416,238	312,452	(201,782)	138%		212,392	96%
Technology Replacement	145,200	-	145,200	-	-	145,200	0%		53,925	-100%
Total Expenditures	\$ 2,538,601	\$ -	\$ 2,538,601	\$ 1,226,947	\$ 2,007,737	\$ (696,084)	127%		\$ 502,976	144%
REVENUE OVER (UNDER) EXPENDITURES	\$ (566,537)	\$ -	\$ (566,537)	\$ 118,716					\$ 666,726	
Beginning Fund Balance October 1			16,755,136	16,755,136					8,477,146	
Ending Fund Balance Current Month			<u>\$ 16,188,599</u>	<u>\$ 16,873,852</u>					<u>\$ 9,143,872</u>	

Notes

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
May 31, 2025
Expected Year to Date Percent 66.67%

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	\$ 5,142,517	\$ -	\$ 5,142,517	\$ 3,378,311	\$ -	\$ 1,764,206	66%		\$ 3,018,339	12%
Cobra and Stop Loss Reimbursements	300,000	-	300,000	559,792	-	(259,792)	187%		110,033	409%
Interest Income	20,000	-	20,000	2,876	-	17,124	14%		23,105	-88%
Total Revenue	\$ 5,462,517	\$ -	\$ 5,462,517	\$ 3,940,979	\$ -	\$ 1,521,538	72%		\$ 3,151,478	25%
EXPENDITURES										
Contractual Services	\$ 176,000	\$ -	\$ 176,000	\$ 70,041	\$ -	\$ 105,959	40%		\$ 104,659	-33%
Employee Health Insurance	5,196,948	-	5,196,948	5,458,373	-	(261,425)	105%	1	3,066,290	78%
Total Expenditures	\$ 5,372,948	\$ -	\$ 5,372,948	\$ 5,528,414	\$ -	\$ (155,466)	103%		\$ 3,170,949	74%
REVENUE OVER (UNDER) EXPENDITURES	\$ 89,569	\$ -	\$ 89,569	\$ (1,587,435)					\$ (19,471)	
Beginning Fund Balance October 1			148,135	148,135					609,058	
Ending Fund Balance Current Month			<u>\$ 237,704</u>	<u>\$ (1,439,300)</u>					<u>\$ 589,587</u>	

Notes

- 1 The Town has experienced several large claims

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

CAPITAL PROJECTS FUND

	Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance
REVENUES									
Grants		\$ 2,378,000	\$ -	\$ 2,378,000	\$ -				
Property Taxes-Delinquent		-	-	-	-				
Property Taxes-Current		9,600,000	-	9,600,000	9,600,000				
Taxes-Penalties		-	-	-	-				
Contributions/Interlocal Revenue		-	-	-	75,300				
Bond Proceeds		19,450,000	-	19,450,000	-				
Interest Income		3,000,000	-	3,000,000	2,482,891				
Other Revenue		-	-	-	-				
Transfers In		-	-	-	10,789,032				
Transfers In - Impact Fee Funds		-	-	-	-				
Transfers In - Escrows		-	-	-	-				
Transfers In - Park Dedication/Improvement		-	-	-	-				
Total Revenues		\$ 34,428,000	\$ -	\$ 34,428,000	\$ 22,947,222				
EXPENDITURES									
Street & Traffic Projects									
<u>Street Projects</u>									
First St (DNT to Coleman)	\$ 24,786,567	\$ -	\$ (28,500)	\$ 24,758,067	\$ 260,163	\$ 156,754	\$ 24,341,150	\$ 3,148,264	\$ 21,221,386
Coit Rd (First-Frontier) 4 Lns	27,789,900	20,000,000	-	27,789,900	38,925	274,276	27,476,699	1,790,055	25,686,643
DNT Main Lane (US 380 - FM 428)	7,671,186	5,114,124	-	7,671,186	2,557,062	-	5,114,124	-	5,114,124
Prosper Trail (Coit-Custer) 2	-	-	-	-	10,625	-	-	-	-
Gee Road (First Street - Windsong)	5,414,933	-	(4,927,692)	487,242	-	-	487,242	4,927,692	487,242
First Street (Elem-DNT) 4 Lanes	31,604,929	709,000	-	31,604,929	8,412,041	3,113,855	20,079,034	20,697,265	(618,231)
First St (Coit-Custer) 4 Lanes	27,269,101	-	(500,000)	26,769,101	856,117	17,000	25,895,985	25,515,599	880,386
Preston Road / First Street Dual Left Turns	900,000	-	-	900,000	-	22,077	877,923	71,523	806,400
Craig Street (Preston-Fifth)	750,000	300,000	-	750,000	234,852	24,443	490,705	381,053	109,653
Coleman (Gorgeous - Prosper Trail)	1,500,000	-	-	1,500,000	1,916,526	301,486	(718,012)	741,017	(1,459,029)
Coleman (Prosper Trail - PHS)	2,220,000	1,500,000	-	2,220,000	160	-	2,219,840	100	2,219,740
Legacy (Prairie - First Street)	11,425,000	800,000	-	11,425,000	1,842,597	129,665	9,452,738	8,275,307	1,177,431
Teel Parkway (US 380 - First Street Rd) NB 2 Lanes	5,850,000	-	-	5,850,000	1,127,636	16,169	4,706,194	4,896,723	(190,529)
Parvin (FM 1385 - Legacy)	500,000	-	-	500,000	-	-	500,000	500,000	-
Street Impact Fee Analysis	-	-	-	-	7,881	51,101	(58,982)	-	(58,982)
US 380 Deceleration Lanes - Denton County	500,000	-	-	500,000	-	-	500,000	43,600	456,400
Safety Way	800,000	-	-	800,000	454,085	-	345,915	-	345,915
Gorgeous/McKinley	700,000	-	-	700,000	-	-	700,000	-	700,000
First Street (Coleman)	2,500,000	2,000,000	-	2,500,000	-	95,409	2,404,591	468,049	1,936,542
Gee Road (US 380--FM 1385)	3,900,000	1,700,000	-	3,900,000	391,298	347,223	3,161,479	975,019	2,186,460
Frontier (Legacy-DNT)	300,000	-	-	300,000	-	-	300,000	300,000	-
Star Trail, Phase 5: Street Repairs	1,450,000	-	-	1,450,000	-	300,000	1,150,000	-	1,150,000
Prosper Trail (Coit - Custer) - 2 WB lanes	1,400,000	500,000	-	1,400,000	236,864	496,914	666,223	29,223	637,000
Windsong Parkway/US 380 Dual Left T	152,800	-	-	152,800	1,970	63,624	87,206	12,400	74,806
Legacy Drive (Prosper Tr. to P)	10,000	-	-	10,000	167	-	9,833	-	9,833
Coleman St (First-Georgeous)	660,000	-	-	660,000	176,322	373,749	109,930	110,530	(600)
Teel Parkway (First-Freeman)	800,000	-	-	800,000	332,648	474,093	(6,740)	-	(6,740)
Legacy (First St. - Prosper Tr	200,000	200,000	-	200,000	-	-	200,000	-	200,000
Legacy (First St. - Prosper Tr	550,000	550,000	-	550,000	-	-	550,000	-	550,000
Prosper Trail (Legacy - DNT)	1,200,000	1,200,000	-	1,200,000	27,978	953,022	219,000	-	219,000
Roundabout Peer Review and Tho	28,500	-	-	28,500	14,498	14,003	-	-	-
Prairie Dr Accelerated Opening	27,167	-	-	27,167	27,166	-	1	-	1
West Gorgeous (McKinley-Coleman)	230,000	-	-	230,000	-	222,996	7,004	-	7,004
Unprogrammed Future Projects	800,000	800,000	-	800,000	-	-	800,000	-	800,000

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

CAPITAL PROJECTS FUND

	Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance
<u>Traffic Projects</u>									
Fifth Street Quiet Zone	500,000	-	-	500,000	-	-	500,000	-	500,000
Traffic Signal - Fishtrap & Artesia Boulevard	525,000	460,000	-	525,000	16,523	271,060	237,417	32,350	205,067
Median Lighting US 380 (Mahard-Lovers)	300,000	-	-	300,000	-	-	300,000	-	300,000
Traffic Signal - DNT/Frontier	281,500	-	-	281,500	170,487	83,585	27,428	16,125	11,303
Traffic Signal - Teel Pkway & Prairie Drive	525,000	460,000	-	525,000	11,022	5,928	508,050	23,800	484,250
Traffic Signal Acacia Parkway/Gee R	503,480	-	146,874	650,354	576,916	39,608	33,830	38,339	(4,509)
Traffic Signal First Street/Legacy	578,333	-	-	578,333	26,400	252,470	299,463	16,133	283,330
Opticom Repair/ Installation	-	-	-	-	-	82,557	(82,557)	-	(82,557)
Gee/Lockwood Pedestrian Hybrid	259,200	-	-	259,200	13,000	89,188	157,012	16,250	140,762
First/Copper Canyon Pedestrian	259,200	-	-	259,200	13,000	84,317	161,883	16,250	145,633
First/Chaucer Pedestrian Hybri	259,200	-	-	259,200	13,000	82,108	164,092	16,250	147,842
Tr. Signal (Denton-Fishtrap)	349,500	-	40,928	390,428	305,477	28,808	56,143	38,000	(22,785)
Traffic Improvement Projects	1,500,000	1,500,000	(187,802)	1,312,198	-	-	1,312,198	-	1,500,000
Traffic Signal Communications Program Ph 2	495,000	495,000	-	495,000	-	-	495,000	-	495,000
Traffic Signal - Legacy & Prai	525,000	525,000	-	525,000	-	-	525,000	-	525,000
School Zone Flashers					97,504	43,040			
Traffic Equipment					15,928	-			
Capital Expenditures	-	-	-	-	-	-	-	-	-
Total Street & Traffic Projects	\$ 170,750,497	\$ 38,813,124	\$ (5,456,192)	\$ 165,294,306	\$ 20,186,836	\$ 8,510,528	\$ 136,764,039	\$ 73,096,915	\$ 69,270,189
<u>Park Projects</u>									
<u>Neighborhood Park</u>									
Windsong Park #3	\$ 750,000	\$ -	\$ -	\$ 750,000	\$ -	\$ -	\$ 750,000	\$ -	\$ 750,000
Lakewood Preserve, Phase 2	5,587,255	485,000	-	5,587,255	703,548	162,552	4,721,154	4,577,929	143,225
Downtown Park (Broadway/ Parvin)	1,158,240	750,000	-	1,158,240	11,045	51,240	1,095,955	43,415	1,052,540
Pecan Grove Park, Trail - Grant Matching	248,798	248,798	-	248,798	-	169,738	79,061	-	79,061
Playground Shade Structures (Various)	160,000	160,000	-	160,000	-	157,823	2,177	-	2,177
Whitley Place Meadow Park - Grant Matching	218,130	218,130	-	218,130	-	-	218,130	-	218,130
<u>Trails</u>									
Doe Branch Trail Connections	2,184,000	500,000	-	2,184,000	23,940	137,478	2,022,582	75,582	1,947,000
Various Hike and Bike Trails	580,680	-	-	580,680	-	-	580,680	-	580,680
<u>Downtown Improvements</u>									
Downtown Improvements	1,553,389	1,000,000	(319,806)	1,233,583	174,723	4,165	1,054,695	8,508	1,046,187
Downtown Monumentation	66,500	-	-	66,500	69,566	29,024	(32,090)	66,110	(98,200)
Prosper Parking Lot and Alley Improvements	122,500	-	-	122,500	19,890	30,410	72,200	-	72,200
Broadway/ Town Hall Connection	221,106	-	221,106	221,106	214,105	7,000	-	-	221,106
Downtown Lighted Bollards	98,700	-	98,700	98,700	98,700	-	-	-	98,700
<u>Community Park</u>									
Raymond Community Park	21,900,000	2,100,000	-	21,900,000	4,647,498	7,675,613	9,576,889	8,245,363	1,331,526
Raymond Community Park - Trail/ Bridge Grant	848,122	848,122	-	848,122	-	916,535	(68,413)	-	(68,413)
Froniter Park Pond Repairs	473,000	-	-	473,000	420,123	33,768	19,109	-	19,109
Frontier Park Concrete Repairs	120,000	120,000	-	120,000	-	-	120,000	-	120,000
Parks & Rec Admin Facility Parking Lot Paving	80,000	80,000	-	80,000	-	61,534	18,466	-	18,466
Doe Branch Property Masterplan	140,000	140,000	-	140,000	18,780	115,820	5,400	-	5,400
Doe Branch Property - Six Creek Crossings	650,000	650,000	-	650,000	-	-	650,000	-	650,000
<u>Median/ Landscape Screening</u>									
US 380 Green Ribbon Project	2,295,000	-	-	2,295,000	58,500	1,760,933	475,567	-	475,567
Prosper Trail Screening (Preston - Deer Run)	750,000	-	-	750,000	65,001	437,234	247,764	46,326	201,439
Parks, Recreation, & Open Space Master Plan	140,000	-	-	140,000	40,384	-	99,616	92,323	7,293
Unprogrammed Future Projects	800,000	800,000	-	800,000	-	-	800,000	-	800,000
Total Park Projects	\$ 41,145,420	\$ 8,100,050	\$ -	\$ 40,825,614	\$ 6,565,804	\$ 11,750,867	\$ 22,508,942	\$ 13,155,556	\$ 9,673,193

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

CAPITAL PROJECTS FUND

	Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance
Facility Projects									
<u>Public Safety</u>									
Fire Station #4 - Design	\$ 965,855	\$ -	\$ -	\$ 965,855	\$ 115,559	\$ 156,830	\$ 693,466	\$ 693,467	\$ (0)
Fire Station #4 - Other Costs	708,250	700,000	-	708,250	50,351	63,626	594,273	8,250	586,023
Fire Station #4 - Construction	11,225,000	1,025,000	-	11,225,000	3,211,036	8,251,365	(237,401)	-	(237,401)
Fire Station #4 - FF&E	775,000	775,000	-	775,000	-	-	775,000	-	775,000
Public Safety Fiber Ring	1,000,000	1,000,000	-	1,000,000	-	-	1,000,000	-	1,000,000
Fire Station #3 - Upgrades and Repairs	190,000	190,000	-	190,000	170,150	30,000	(10,150)	-	(10,150)
PD Needs Assessment	78,500	-	-	78,500	58,978	19,522	-	-	-
PD Station Improvements	366,235	-	-	366,235	14,370	-	351,865	351,865	(0)
Unprogrammed Future Projects	592,935	592,935	-	592,935	-	-	592,935	-	592,935
<u>Public Safety Equipment</u>									
Fire Station #4 - Engine	1,250,000	-	-	1,250,000	-	-	1,250,000	1,246,481	3,519
Fire Station #4 - Ambulance	552,000	-	-	552,000	416,316	-	135,684	135,283	401
Central Fire - Ambulance	495,000	-	-	495,000	32,497	-	462,503	461,427	1,076
PD Car Camera and Body worn Camera System	387,225	-	-	387,225	-	-	387,225	16,900	370,325
<u>Parks, Public Works, Town Hall</u>									
Parks and Public Works	5,802,938	2,352,938	-	5,802,938	382,794	2,566,125	2,854,019	120,521	2,733,498
Library Master Plan	130,000	-	-	130,000	62,538	13,989	53,474	53,474	-
Finish Out Interior Spaces Town Hall	650,000	-	-	650,000	53,331	-	596,669	366,394	230,275
Town Hall Repairs - Parking Lot, Steps, Fountain	273,000	273,000	-	273,000	40,934	12,600	219,466	-	219,466
Public Works Modular Buildings	712,224	-	-	712,224	641,002	71,222	-	-	-
Total Facility Projects	\$ 26,154,162	\$ 6,908,873	\$ -	\$ 26,154,162	\$ 5,249,855	\$ 11,185,279	\$ 9,719,028	\$ 3,454,063	\$ 6,264,965
<u>Transfer Out</u>									
Total Expenditures	\$ 238,050,079	\$ 53,822,047	\$ (5,456,192)	\$ 232,274,082	\$ 32,002,496	\$ 31,446,673	\$ 168,992,009	\$ 89,706,534	\$ 85,208,348
REVENUE OVER (UNDER) EXPENDITURES				\$ (197,846,082)	\$ (9,055,274)				
Beginning Fund Balance (Restricted for Capital Projects) October 1				79,149,405	79,149,405				
Ending Fund Balance (Restricted for Capital Projects) Current Month				<u>\$ (118,696,677)</u>	<u>\$ 70,094,131</u>				

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

CAPITAL PROJECTS FUND-WATER/SEWER

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 Year Expenditure	Project Budget Balance
REVENUES								
Interest Income	\$ 800,000	\$ -	\$ 800,000	\$ 1,087,563				
Bond Proceeds	33,896,633	-	33,896,633	-				
Grant Revenue	214,081	-	214,081	-				
Capital Contributions								
Transfers In	-	-	-	225,294				
Transfers In - ARPA Funds	-	-	-	-				
Transfers In - Impact Fee Funds	5,531,622	-	5,531,622	5,546,241				
Transfers In - Drainage Fund	50,000	-	50,000	50,000				
Transfers In - Bond Funds	-	-	-	-				
Total Revenues	\$ 40,442,336	\$ -	\$ 40,442,336	\$ 6,909,098				
EXPENDITURES								
Water Projects								
Lower Pressure Plane Pump Station Design	\$ 18,931,100	\$ -	\$ -	\$ 1,457,101	\$ 409,172	\$ (1,866,273)	\$ 16,599,784	\$ 465,044
LPP Water Line Phase, 2A	9,000,000	-	-	5,457,571	573,909	(6,031,479)	2,164,870	803,650
Water Line Relocation Frontier	6,900,000	3,500,000	-	3,500,000	428,758	128,463	2,942,779	5,852,548
Parks & Public Works, Phase 1	5,600,000	5,000,000	-	5,000,000	191,041	758,000	4,050,959	4,591,070
Ground Storage 6 MG Tank	8,100,000	2,560,993	-	2,560,993	121,255	455,912	1,983,826	7,500,500
DNT (Prosper Trail - Frontier Parkw	-	-	-	-	31,688	(31,688)	-	(31,688)
Water Impact Fee Analysis	-	-	-	7,170	139	(7,309)	-	(7,309)
DNT Water Line Relocation	-	-	-	5,527	31,493	(37,019)	-	(37,019)
Craig Street 2 MG EST Rehabilitation	460,000	460,000	-	460,000	-	460,000	-	460,000
Unprogrammed Future Water/Wastewater	286,463	286,463	-	286,463	-	286,463	-	286,463
Wastewater Projects								
Doe Branch Parallel Interceptor	16,253,327	8,853,327	-	8,853,327	3,750,000	-	5,103,327	12,503,327
Upper Doe Branch WW Line (Teel-PISD Stadium)	8,025,000	3,000,000	-	3,000,000	1,668,401	5,033,189	(3,701,591)	647,573
Doe Branch, Phase 3 WWTP	104,946,277	49,946,277	-	49,946,277	27,500,000	-	22,446,277	71,343,910
Wilson Creek WW Line	400,000	-	-	281,450	18,912	(300,362)	8,841	90,796
Denton ISD WW Line Reimbursement	531,622	531,622	-	531,622	-	531,622	-	531,622
Sewer Impact Fee Analysis	-	-	-	7,170	139	(7,309)	-	(7,309)
Total Water & Wastewater Projects	\$ 179,433,789	\$ 74,138,682	\$ -	\$ 74,138,682	\$ 40,875,444	\$ 7,441,016	\$ 25,822,222	\$ 104,993,177
Drainage Projects								
Doe Branch Creek Erosion Control	\$ 225,000	\$ -	\$ -	\$ 183,560	\$ 14,472	\$ (198,032)	\$ -	\$ 26,968
Old Town Regional Pond #2	98,386	50,000	-	50,000	-	231	49,769	50,063
Total Drainage Projects	\$ 323,386	\$ 50,000	\$ -	\$ 50,000	\$ 183,560	\$ 14,703	\$ (148,263)	\$ 77,031
Transfer out	-	-	-	-	-	-	-	-
Total Expenses	\$ 179,757,175	\$ 74,188,682	\$ -	\$ 74,188,682	\$ 41,059,004	\$ 7,455,719	\$ 25,673,959	\$ 105,070,208
REVENUE OVER (UNDER) EXPENDITURES			\$ (33,746,346)	\$ (34,149,907)				
Beginning Fund Balance (Restricted for Capital Projects) October 1			95,644,027	95,644,027				
Ending Fund Balance (Restricted for Capital Projects) Current Month			\$ 61,897,681	\$ 61,494,120				



DEPARTMENT NAME

To: Mayor and Town Council

From: Chris Landrum, Finance Director

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

Re: Audit Engagement Letter with Weaver and Tidwell, L.L.P. (CL)

Town Council Meeting – June 24, 2025

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon authorizing the Town Manager to execute an audit engagement letter between Weaver and Tidwell, L.L.P., and the Town of Prosper, Texas, related to the fiscal year 2025 annual audit. (CL)

Description of Agenda Item:

At the October 25, 2022, Council meeting, Council appointed Weaver and Tidwell, L.L.P., as the town's external auditors for the years 2022-2026. Fiscal year 2025 represents the fourth year of the five-year term. The estimated fees are consistent with the original proposal.

Budget Impact:

The estimated fees of \$64,750 are budgeted to account 11012010-56710 "Audit Fees" for fiscal year 2026.

Legal Obligations and Review:

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

Attached Documents:

1. Weaver and Tidwell, L.L.P., Engagement Letter

Town Staff Recommendation:

Town Staff recommends authorizing the Town Manager to execute the annual engagement letter between Weaver and Tidwell, L.L.P., and the Town of Prosper for the audit of fiscal year 2025.

Proposed Motion:

I move to authorize the Town Manager to execute the annual engagement letter between Weaver and Tidwell, L.L.P., and the Town of Prosper for the audit of fiscal year 2025.

June 6, 2025

Finance Sub-Committee and Town Council
City of Prosper
250 W. First Street
Proper, Texas 75078

Weaver and Tidwell, L.L.P. ("our", "us", and "we") will perform an audit of the basic financial statements of Town of Prosper, which comprise the financial statements of governmental activities, the business-type activities, the aggregate discretely presented component unit, each major fund, and the aggregate remaining fund information (as applicable) as of and for the year ending September 30, 2025, and the related notes to the financial statements.

This required supplementary information ("RSI") will be subjected to certain limited procedures but will not be audited:

1. Management's Discussion and Analysis
2. Schedule of Changes in Net Pension Liability and Related Ratios
3. Texas Municipal Retirement System – Schedule of Contributions

In addition, we will audit the entity's compliance over major federal award programs for the period ended September 30, 2025.

The following accompanying supplementary information will also be subjected to our auditing procedures, as well as certain additional procedures:

1. Schedule of Expenditures of Federal Awards
2. Combining and Individual Nonmajor Fund Financial Statements and Schedules

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the basic financial statements:

1. Introductory Section
2. Statistical Section

We are pleased to confirm our acceptance and our understanding of this engagement by means of this letter.

Applicable Standards and Framework

The auditing standards applicable to this engagement will be U.S. GAAS (generally accepted auditing standards in the United States of America) and, if applicable, the Government Auditing Standards ("GAGAS"), any state or regulatory audit requirements, the Single Audit Act Amendments of 1996, and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance").

The financial reporting framework applicable to this engagement is U.S. GAAP (generally accepted accounting principles in the United States of America).

Engagement Objective

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion and to report on the fairness of the supplementary information referred to above when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute

assurance and therefore is not a guarantee that an audit conducted in accordance with applicable auditing standards will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user of the financial statements.

Our Responsibilities

We will conduct our engagement in accordance with the applicable standards described above. As part of an engagement conducted in accordance with the applicable standards, we exercise professional judgment and maintain professional skepticism throughout the engagement.

We also do the following:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of controls.
- Obtain an understanding of the system of internal control in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the system of internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit that we have identified during the engagement.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the ability to continue as a going concern for a reasonable period of time.

If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of assets, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we may request written representations from your attorneys, and they may bill you for responding.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations) may exist and not be detected, even though the audit is properly planned and performed in accordance with applicable standards.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential.

The accompanying supplementary information referred to above will be presented for purposes of additional analysis and is not a required part of the financial statements. Such information will be subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the

financial statements or to the financial statements themselves, and other additional procedures in accordance with applicable standards. Our auditor's report will provide an opinion on the supplementary information in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

Our responsibilities for this engagement are limited to the period covered by our engagement and do not extend to any other periods. Our engagement also does not include consultation with you on the adoption of new accounting standards or any future increased duties we may have because of the actions of any regulatory body, implementation of any new auditing standard, or occurrence of an unknown or unplanned significant transaction.

Brent Young is the engagement partner or equivalent for the attest services specified in this letter and is responsible for supervising our services performed as part of this engagement and signing or authorizing another qualified firm representative to sign our report.

We expect to begin our procedures in September 2025 and to issue our report no later than March 2026. We will issue a written report only upon completion of our engagement. Our report will be addressed to the Honorable Mayor and Members of the Town Council of the Town.

We cannot provide assurance that an unmodified audit opinion will be expressed. Circumstances may arise in which it may be necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraphs, delay the initiation or completion of our engagement, or withdraw from the engagement. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance.

If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or withdraw from the engagement.

GAGAS

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will consider the entity's internal control over financial reporting and perform tests of the entity's compliance with the provisions of applicable laws, regulations, contracts, and grant agreements that could have a direct and material effect on the determination of financial statement amounts.

In accordance with the requirements of GAGAS, we will also issue a written report describing the scope of our testing over internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and grant agreements, including the results of that testing. However, providing an opinion on internal control over financial reporting and compliance will not be an objective of the audit and, therefore, no such opinion will be expressed. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Uniform Guidance

Our audit of the entity's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the provisions of the Uniform Guidance (including the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs).

Our procedures will include tests of accounting records and a determination of major federal award programs in accordance with the Uniform Guidance. We will also perform other procedures we consider necessary to enable us to obtain reasonable assurance about whether the entity complied with applicable laws, regulations, and provisions of contracts and grant agreements applicable to major federal award programs, so that we may express an opinion or disclaimer of opinion on major federal award program compliance and render the required reports. We cannot

provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

Also, as required by the Uniform Guidance, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. Our report will include any significant deficiencies and material weaknesses identified. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

Required Supplementary Information (RSI)

U.S. GAAP, as promulgated by the Governmental Accounting Standards Board ("GASB"), requires that management's discussion and analysis and budgetary comparison information, among other items, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by GASB, which considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the RSI in accordance with U.S. GAAS. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI.

Non-Attest Services

We will perform this additional non-attest (non-audit services) as part of this engagement.

- Prepare the Data Collection Form

GAGAS require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the financial statements and related schedules or disclosures as these actions are deemed a non-attest service. The entity has designated Chris Landrum, Finance Director, to oversee these services.

These non-attest services do not constitute an audit under GAGAS and such services will not be conducted in accordance with GAGAS.

Data Collection Form on Reporting for Single Audits

It is expected that prior to the conclusion of the engagement, sections of the Data Collection Form will be completed by our firm. The sections that we will complete summarize our audit findings by federal grant or contract. Management is responsible to submit the reporting package (defined as including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. The instructions to the Data Collection Form require that the reporting package be an unlocked, unencrypted, text searchable portable document file (PDF) or else it will be rejected by the Federal Audit Clearinghouse. We will be available to assist management in creating the PDF if needed.

We will coordinate with you the electronic submission and certification upon the reporting package completion. If applicable, we will provide copies of our report for you to include with the reporting package if there is a need to submit the package to pass-through entities.

The Data Collection Form and the reporting package must be submitted within the earlier of thirty (30) days after receipt of our reports or nine (9) months after the end of the audit period.

Third-Party Service Providers

Depending on the requirements of this engagement, we may use the services of our affiliate, Weaver and Tidwell India LLP, a limited liability partnership incorporated in India, or one or more other third-party service providers to assist us. Before sharing confidential information with those service providers, we will (i) secure agreements to maintain the confidentiality of such information and ensure the information is only used for the purpose of assisting us with the performance of this engagement and (ii) take commercially reasonable precautions to determine the service providers have appropriate procedures in place to prevent the unauthorized disclosure of the information. If we use such service providers, we will remain responsible for all work performed and any breach of our confidentiality arrangements by those service providers.

Management's Responsibilities

Our engagement will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility for:

- a. the preparation and fair presentation of the financial statements in accordance with the applicable financial reporting framework described above;
- b. the design, implementation, and maintenance of the system of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
- c. the design, implementation, and maintenance of programs and controls to prevent and detect fraud;
- d. informing us of any known or suspected fraud involving management, employees with significant roles in the system of internal control and others where fraud could have a material effect on the financial statements (including any allegations of fraud or suspected fraud received in communications from employees, former employees, regulators, or others);
- e. providing us with:
 - i. access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, including the disclosures, such as records, documentation, and other matters;
 - ii. additional information that we may request from management for the purpose of the engagement; and
 - iii. unrestricted access to persons from whom we determine it necessary to obtain evidence;
- f. including our report, and our report on any supplementary information if described above, in any document containing financial statements that indicates that such financial statements have been audited by us;
- g. identifying and ensuring compliance with the laws and regulations applicable to activities;
- h. adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
- i. maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
- j. the accuracy and completeness of all information provided;
- k. with regard to the supplementary information referred to above: (a) the preparation of the supplementary information in accordance with the applicable criteria; (b) providing us with the appropriate written representations regarding supplementary information; (c) including our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) presenting the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the

supplementary information no later than the date of issuance by you of the supplementary information and our report thereon;

- l. the design, implementation, and maintenance of the system of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to violations of laws, governmental regulations, grant agreements, or contractual agreements;
- m. identifying all federal awards expended during the period;
- n. providing us with access to all information of which management is aware that is relevant to federal award programs;
- o. preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
- p. the design, implementation, and maintenance of internal control over compliance;
- q. identifying and ensuring that entity complies with laws, regulations, grants, and contracts applicable to its activities and its federal award programs;
- r. following up and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
- s. following up and taking corrective action on current period audit findings and preparing a corrective action plan for such findings;
- t. submitting the reporting package and data collection form to the appropriate parties;
- u. making us aware of any significant vendor relationships where the vendor is responsible for program compliance;
- v. informing us of facts that may affect the financial statements of which you may become aware during the period from the date of our report to the date the financial statements are issued; and
- w. confirming your understanding of your responsibilities in this letter to us in your management representation letter.

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we request.

If we agree herein or otherwise to perform any non-attest services (such as tax services or any other non-attest services), you agree to assume all management responsibilities for those services; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them. We will perform any such non-attest services in accordance with applicable professional standards.

During the course of our engagement, we will request information and explanations from management regarding operations, internal controls, future plans, specific transactions and accounting systems and procedures. At the conclusion of our engagement, we will also require, as a precondition to the issuance of our report, that management provide certain representations in a written letter concerning representations made to us in connection with our engagement. You agree that as a condition of our engagement, management will, to the best of its knowledge and belief, be truthful, accurate and complete in all representations made to us during the course of the engagement and in the written representation letter. The procedures we perform in our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the written and oral representations that we receive from management. False or misleading representations could cause us to expend unnecessary efforts in the engagement; or, worse, could cause a material error or a fraud to go undetected by our procedures.

The hiring of, or potential employment discussions with, any of our personnel could impair our independence. Accordingly, you agree to inform the engagement partner prior to any such potential employment discussions taking place.

Fees and Invoicing

We estimate the fee for this engagement will be \$61,250 for the financial statement audit, plus \$3,500 for the first major single audit program and \$1,500 for each additional major program.

The total fee for our services will be determined by the complexity of the work performed and the tasks required. Individual hourly rates vary according to the degree of responsibility involved and the skills required and are subject to periodic review and change. It is understood that neither our fees nor the payment thereof will be contingent upon the results of this engagement.

Our fee estimate is based on anticipated cooperation from all involved and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss the reasons with you and arrive at a new fee estimate before we incur the additional costs.

Our invoices for this engagement will be rendered each month as work progresses. Our invoices are payable in accordance with Texas Government Code § 2251.021, if applicable.

Documentation and Deliverable

The documentation we prepare pertaining to and in support of this engagement is our property and constitutes confidential information.

If you intend to make reference to our firm or include a report or portion of a report we issue in a published document or other reproduction that includes a modified version of the report or financial information to which it was attached, you agree to provide us with printers' proofs or masters for our review and approval before reproducing. You also agree to provide us with a copy of the final reproduced material for our written approval before it is distributed. If, in our professional judgment, the circumstances require, we may withhold our approval. This requirement does not pertain to distributing unmodified reports along with the attached financial information or dissemination of your financial information as a standalone document, such as on your website.

Unless we provide you with written consent in advance of such use, reports we issue are not intended to and should not be provided or otherwise made available for use in connection with the sale of debt or other securities. If, in our professional judgment, the circumstances require, we may withhold our consent.

Consistent with professional standards, our firm is subject to peer review and inspection by the PCAOB. Those programs require that our system of quality management and a sample of our work be periodically examined by another independent accounting firm or the PCAOB, respectively. A copy of our latest external peer review report is available at peerreview.aicpa.org. The work we perform for you may be selected for review. If it is, we will provide the reviewers with the required information without notice to you. Professional standards and PCAOB regulations provide the applicable confidentiality requirements.

[Signatures on Next Page]

Incorporated General Terms

Attached are our General Terms that provide additional terms (including but not limited to provisions on confidentiality, limitations on liability, indemnifications, dispute resolution, jury waiver, etc.) for this engagement. Those terms are incorporated and apply to all services described herein.

We appreciate the opportunity to assist you and look forward to working with you and your team.

Sincerely,

Weaver and Tidwell, L.L.P.

WEAVER AND TIDWELL, L.L.P.

Dallas, Texas

Please sign and return a copy of this letter to indicate acknowledgment of, and agreement with, the arrangements for our engagement as described herein, including each party's respective responsibilities. By signing below, the signatory also represents that they have been authorized to execute this agreement.

Town of Prosper

By: _____

Printed Name: _____

Title: _____

Date: _____

1. Expenses.

In addition to the fee for our services, reasonable and necessary out-of-pocket expenses we incur (such as parking, reproduction and printing, postage and delivery, and out-of-market travel, meals, and accommodations) will be invoiced at cost. The total amount stated on each invoice will include a separate administrative and technology charge. The charge represents an estimated allocation of our support personnel, telecommunication, and technology infrastructure expenses. The amount stated on each invoice will also include any sales, use, gross receipts, excise, or other transaction tax imposed on our fees or expenses.

2. Payment.

Any disagreement with the charges must be communicated to us in writing within thirty (30) days of the invoice date, after which any right to contest the invoices will be waived. For invoices not paid within sixty (60) days of the invoice date, a late charge will be added to any uncontested outstanding balance. The late charge will be assessed at a rate of half a percent (0.5%) of the unpaid balance per month. If invoices are not paid within ninety (90) days of the invoice date, this engagement (and any other engagements for the same party) will be placed on hold and we will stop work until the balance is brought current, or we may withdraw, and we will not be liable for any damages that may result.

3. Term.

A. This engagement ends at the earlier of the completion of our services described above, the provision of any deliverables described above, or the termination of this engagement. Any party may earlier terminate this engagement at any time with ten (10) days' written notice to the other party. If the engagement is terminated, our engagement will be deemed to have been completed upon written notification of termination, and we will be paid for our time expended and expenses incurred through the date of termination.

B. If we are requested to perform additional services not addressed in this engagement letter, we will communicate our ability to perform the services, the scope of additional services we agree to perform, and the fee arrangements we would use. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting the arrangement for performance of such additional services, those services will continue to be governed by the terms of this engagement letter.

4. Ethical Conflict Resolution.

In the unlikely event that circumstances occur which we in our sole discretion believe could create a conflict with either the ethical standards of our firm or the ethical standards of our profession in continuing our engagement, we may suspend our services until a satisfactory resolution can be achieved or we may resign from the engagement. We will provide notice of such conflict as soon as practicable and discuss any possible means of resolving the conflict prior to suspending our services.

5. Non-Solicitation of Our Staff.

We value every one of our partners, employees, and contractors and have spent a great deal of time and resources to locate, train, and retain those individuals. Accordingly, during the term of this engagement letter and for two (2) years after the later of the termination of this engagement letter or conclusion of the performance of all of our services performed hereunder, no party, whether voluntarily or involuntarily, directly or indirectly, will solicit to employ or engage, on a partner, employee, contractor, or other basis, any of our partners, employees, or contractors who perform these services, without obtaining the prior written consent of our CEO or COO. This section shall not apply to a solicitation by general advertisement (e.g. website, social media posting, newspaper, etc.) or any employment or engagement resulting therefrom.

6. Confidentiality.

A. During the course of this engagement, the parties may disclose to each other, orally, in writing, or otherwise, information that is identified as or which is otherwise categorized by law as proprietary, confidential, or privileged ("Confidential Information"). Confidential Information does not include material which (i) is in the public domain through no fault of the receiving party, (ii) was already known to the receiving party before it was first disclosed to the receiving party by or on behalf of the disclosing party related to this engagement, (iii) is received by the receiving party from third-parties without confidentiality restrictions, unless those third-parties were acting for or on behalf of the disclosing party related to this engagement, or (iv) is developed by the receiving party independently of, and without reference to, any Confidential Information communicated to the receiving party by or on behalf of the disclosing party. We will use the Confidential Information disclosed to us during this engagement solely to perform services for which we have been engaged.

B. We may be requested to make the Confidential Information available to regulators and other government agencies, pursuant to authority given by law or regulation. Responding to many such requests is mandatory. In those

cases, access to such Confidential Information will be provided under our supervision and we may, upon their request, provide the regulator or agency with copies of all or selected portions of the Confidential Information. The requesting party may intend or decide to distribute the copies or information contained therein to others, including other regulators or agencies.

C. Unless otherwise stated herein, prohibited by law or direction of law enforcement, or agreed in writing, the parties will (i) provide prompt notice of any request received to make Confidential Information pertaining to this engagement, including any of our work product, available to outside parties not involved in the performance of these services and (ii) obtain written consent from the affected party before disclosing the Confidential Information in response to the request. If consent is withheld, the parties will cooperate with any lawful efforts taken to minimize the disclosure or protect the Confidential Information.

D. We will invoice for reasonable and necessary time (at our then-current standard hourly rates) and out-of-pocket expenses (including attorney's fees) we incur to respond to any request (such as a subpoena, summons, court order, or administrative investigative demand) pertaining to this engagement in a legal matter to which we are not a party. If we agree to perform additional substantive services related to or arising out of the request, such matters may be the subject of a new engagement letter.

E. The parties agree to maintain Confidential Information using the same standard of care each uses to protect its own information of like importance but in no case less than a reasonable standard of care.

F. All rights to Confidential Information (including patent, trademarks, copyrights, or other intellectual property rights) shall remain vested in the disclosing party, and no rights in the Confidential Information are vested in the receiving party, except the limited right to use the Confidential Information solely to perform its obligations or exercise its rights under this engagement letter.

G. We will return or destroy the Confidential Information upon the disclosing party's request within a reasonable period of time, except that we will maintain any copies of the Confidential Information for the period necessary to comply with any applicable laws or professional standards and our own document retention policy (e.g. we will maintain our workpapers for seven (7) years from the date of any attest report we issue). Following such a period, we may destroy the Confidential Information without notice.

H. We may at times provide (i) documents marked as drafts or (ii) preliminary or ancillary information or advice (not included in a final deliverable). Those documents, information, and/or advice are for review and consideration purposes only and should not be relied upon or distributed,

and should be destroyed, unless otherwise required. If further analysis, information, or advice is desired, we will be informed in writing. We may assist if the matter is within our expertise. Unless already encompassed by the scope of our engagement letter, if we agree to provide such further assistance, our services will be handled as additional services in the manner described above.

I. We may transmit and store data via email, the cloud, or other electronic and Internet-based mechanisms to facilitate this engagement. Please be aware that those mediums inherently pose a risk of misdirection or interception of Confidential Information. Any request to limit such transmissions or use a different means of transmission or storage must be made in writing and we will not be responsible for any resulting compromise in data security.

J. We do not act as the host or repository of financial or non-financial information or as an information back-up service provider for our clients. It is the responsibility of our clients to maintain a complete set of their own financial and non-financial data and records. If some portion of the data and records is contained only within our files, inform us before the issuance of our deliverable and we will provide a copy.

K. Unless otherwise stated herein or agreed in writing, neither this engagement nor engagement letter is intended for the benefit of any third party. Any party may inform us of any third party who will receive our deliverable. If we are not informed in writing by a party, we are not aware of the identity of such third parties and we do not anticipate their reliance upon our professional services or deliverable unless otherwise agreed in writing.

7. Limitations on Liability and Indemnifications.

A. Each party to this engagement letter other than us gives the following releases and indemnifications to us and our affiliates' partners, employees, and contractors, and each of their heirs, executors, personal representatives, successors and assigns ("Our Representatives"). We and Our Representatives are hereby released, indemnified, and held harmless, from and against any liability and costs, including related liabilities, losses, damages, costs, expenses, and attorneys' fees, resulting from or arising out of: (i) knowing misrepresentations or unintentional or unauthorized disclosures to us or Our Representatives by any party (other than us) or the officers, employees, or others acting or purporting to act on their behalf, (ii) disclosure of our work product to anyone not a party this engagement letter who we were not informed of in advance, or (iii) misdirection, interception, or failed delivery of information connected with this engagement during transmission, submission, or storage.

B. Our and Our Representatives' total aggregate liability pertaining to this engagement and engagement letter shall be limited to one (1) times the amount of our fees (excluding any reimbursable expenses) the party bringing the claim paid to us for the services in question. In no event shall we or Our Representatives be liable for indirect, incidental, consequential, special, multiple, exemplary, or punitive losses or damages—even if advised of their possible existence.

C. Satisfaction of a claim or cause of action arising from nonattest services (if any) which are part of this engagement or performed pursuant to this engagement letter shall only be sought from the limited liability partnership, Weaver and Tidwell, L.L.P. In no event will our partners, directors, employees, or agents be individually liable for any liability, damages, expenses, or losses of any nature, caused by or resulting from the engagement, engagement letter, or use of our work product. While we are entering into this engagement letter on our own behalf, this paragraph is also intended for the benefit of Our Representatives.

D. All limitations on liability and indemnifications contained herein shall apply to the fullest extent permissible by applicable laws and professional standards (including, without limitation, any applicable rules and interpretations of the AICPA, PCAOB, and SEC), regardless of the cause of action (whether contract, negligence, or otherwise), except as finally determined to have resulted solely from our fraud, gross negligence, or willful misconduct.

8. Dispute Resolution Procedure including Jury Waiver.

A. No claim arising out of or relating to this engagement or engagement letter shall be filed more than two (2) years after the earlier of the termination of this engagement or the date of the delivery of our work product in question, if any. This limitation applies and begins to run even if no damage or loss has been suffered, or the injured or damaged party has not become aware of the existence or possible existence of a dispute.

B. If a dispute arises out of or relates to this engagement or engagement letter, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation before resorting to litigation. In such event, the parties will attempt to agree upon a location, mediator, and mediation procedures, but absent such agreement any party may require mediation in Houston, Texas, administered by the AAA under its Commercial Mediation Procedures.

C. This engagement letter and all disputes between the parties shall be governed by, resolved, and construed in accordance with the laws of the State of Texas, without regard to conflict-of-law principles. Any action arising out of or relating to this engagement or engagement letter shall

only be brought in, and each party agrees to submit, to the exclusive jurisdiction of the federal or state courts in the State of Texas and convenience of those situated in Harris County, Texas.

D. Each party hereby irrevocably waives any right it may have to trial by jury in any proceeding arising out of or relating to this engagement or this engagement letter.

E. Whenever possible, this engagement letter shall be interpreted in such a manner as to be effective and valid under applicable laws, regulations, or published interpretation, but if any term of this engagement letter is declared illegal, unenforceable, or unconscionable, that term shall be severed or modified, and the remaining terms of the engagement letter shall remain in force. The court should in such case modify any term declared to be illegal, unenforceable, or unconscionable in a manner that will retain the intended term as closely as possible.

F. If because of a change in status or due to any other reason, any of the terms of this engagement or any contract we have now or enter into in the future with any of the other parties, would be prohibited by, or would impair our independence when required under laws, regulations or published interpretations by governmental bodies, professional organizations or other regulatory agencies, such provision shall, to that extent, be of no further force and effect and the contract shall consist of the remaining portions.

9. Miscellaneous.

A. We have non-CPA owners who may provide services pertaining to this engagement.

B. We do not provide legal advice or services. If necessary, refer to appropriate legal counsel for advice or services of that nature.

C. This engagement letter sets forth all agreed upon terms and conditions of our engagement with respect to the matters covered herein and supersedes any that may have come before. This engagement letter may not be amended or modified except by further writing signed by all the parties. Any provisions of this engagement letter which expressly or by implication are intended to survive its termination or expiration will survive and continue to bind the parties. The use of electronic signatures or multiple counterparts to execute this engagement letter shall have the same force and effect as a manually or physically signed original instrument.



Report on Firm's System of Quality Control

September 19, 2022

To the Partners of Weaver & Tidwell, L.L.P.
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Weaver & Tidwell, L.L.P. (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans, an audit performed under FDICIA, and examinations of service organizations [SOC 1 and SOC 2 engagements].)

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Weaver & Tidwell, L.L.P. applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Weaver & Tidwell, L.L.P. has received a peer review rating of *pass*.

A handwritten signature in cursive script that reads "Eide Bailly LLP".

Eide Bailly LLP



INFORMATION TECHNOLOGY

To: Mayor and Town Council

From: Leigh Johnson, Director of Information Technology

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

Re: Fiber Relocation – Public Works Site

Town Council Meeting – June 24, 2025

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

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a contract between TDC2, L.L.C., and the Town of Prosper, Texas, related to relocating the fiber network infrastructure located on the Public Works site in an amount not to exceed \$76,621.

Description of Agenda Item:

The fiber cable servicing Public Works, Prosper Police Department, Prosper 911 Dispatch, and Prosper Central Fire & Admin runs through the parking lot of the Public Works facility and part of that cable run is in an area slated to be disturbed by site work for the new structure(s) being built. In order to prevent an interruption in network connectivity at the above-mentioned facilities, the fiber run needs to be permanently relocated to the right-of-way. The project will utilize an ILA with the City of Frisco to use contract 2408-120.

Budget Impact:

The cost of the relocation project is \$76,621 and will be funded from Public Safety Bond funds.

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. TDC2 Proposal

Town Staff Recommendation:

Town Staff recommend the Town Council approve authorizing the Town Manager to execute a contract between TDC2, L.L.C., and the Town of Prosper, Texas, related to relocating fiber network infrastructure located on the Public Works site in an amount not to exceed \$76,621.

Proposed Motion:

Item 9.

I move to approve authorizing the Town Manager to execute a contract between TDC2, L.L.C., and the Town of Prosper, Texas, related to relocating fiber network infrastructure located on the Public Works site in an amount not to exceed \$76,621.



February 21, 2025

To: **Leigh Johnson**
Director of Information Technology
250 W FIRST ST
PROSPER, TX 75078
Direct: 972.569.1150
ljohnson@prospertx.gov

Proposal: **Town of Prosper: New Public Works Facility – Fiber Relocation**

Contractor: **TDC2, LLC**
634 N Ballard Ave
Wylie, TX 75098

Date: **2/21/2025**

Scope of Work: **Provide labor, equipment and material to perform relocation of conduit, handholes and fiber to mitigate potential conflict with New Public Works Facility Construction**

Site of Work: **Town of Prosper, Texas**

Compensation: Upon acceptance of this proposal, the Client shall make Compensation and Payment for the work authorized in this proposal as per the following payment schedule:

- 100% lump sum payment, net 15 days after invoice.

The quote for this work is a day rate of **\$76,620.50**.

When remitting payment please PAY TO THE ORDER OF: TDC2, 634 N. Ballard Ave., Wylie, Texas 75098

Schedule of Values

Fiber Optic Cable Relocation to Mitigate Conflict with New Public Works Facility						
Unit Description	Unit Type	Unit Qty	Material Unit Cost	Labor Unit Cost	Total Unit Cost	Extended Cost
Engineering, Design & Permitting	Foot	2,450.00	\$ -	\$ 1.25	\$ 1.25	\$ 3,062.50
Provide and Place 3 X 1.25" HDPE SDR11 conduits via Directional Drill at 36" depth w/ Toner wire	Foot	2,450.00	\$ 4.00	\$ 17.00	\$ 21.00	\$ 51,450.00
Provide and Place 24" x 36"x 24" Hand Hole	Foot	2.00	\$ 775.00	\$ 750.00	\$ 1,525.00	\$ 3,050.00
Provide and Place Armored 144-ct Fiber Optic Cable into New Conduit	Foot	2,450.00	\$ 1.50	\$ 1.00	\$ 2.50	\$ 6,125.00
Provide and Place 100ft 144-ct Slack Loop in New Hand Hole	Each	200.00	\$ 1.50	\$ 1.00	\$ 2.50	\$ 500.00
Provide and Place Fiber Marker Post	Each	2.00	\$ 25.00	\$ 25.00	\$ 50.00	\$ 100.00
Provide and Place Splice Enclosure	Each	2.00	\$ 525.00	\$ 250.00	\$ 775.00	\$ 1,550.00
Splice & Test	Each	288.00	\$ 0.25	\$ 36.00	\$ 36.25	\$ 10,440.00
As-Built CADD Updates	Foot	2,450.00	\$ -	\$ 0.14	\$ 0.14	\$ 343.00
Total			\$ 1,332.25	\$ 1,081.39	\$ 2,413.64	\$ 76,620.50

TDC2
634 N. Ballard Ave., Wylie, Texas 75098



February 21, 2025

By executing this proposal, you agree to the scope of work and payment terms and conditions identified within this document.

Leigh Johnson
Director of Information Technology
250 W FIRST ST
PROSPER, TX 75078
Direct: 972.569.1150
ljohnson@prospertx.gov

Date

Scott Mackinaw
VP, Engineering
TDC2, LLC
469-999-7411
smackinaw@tdc2.com

February 21, 2025

Date



INFORMATION TECHNOLOGY

To: Mayor and Town Council

From: Leigh Johnson, Director of Information Technology

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

Re: Fiber Network Connectivity – Fire Station 4

Town Council Meeting – June 24, 2025

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

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a contract between Astound Business Solutions and the Town of Prosper, Texas, related to establishing fiber network connectivity from Town Hall to Fire Station 4.

Description of Agenda Item:

The contract associated with this item is for the construction and implementation of a fiber-backed connectivity infrastructure enabling reliable, high-speed connectivity between Town Hall and Fire Station 4. The contract term is 96 months, with a reduction in the monthly rate at the 60-month anniversary. A non-discretionary budget package for this item has been included in the proposed FY26 budget, however it is being submitted for approval today so that construction can begin well in advance of the facility opening early next year. Billing will not begin until the connection is fully installed and active, sometime after October 1, 2025.

Budget Impact:

The monthly recurring cost for the connection is \$1,150 (\$13,800 annually, \$69,000 cost over 60 months, estimated cost of \$94,020 over 96 months with the lower monthly rate after 60 months taken into consideration) and will be charged to 11014010-55033 (Data Network).

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. Service Order
2. Master Services Agreement

Town Staff Recommendation:

Town Staff recommend the Town Council approve authorizing the Town Manager to execute a contract between Astound Business Solutions and the Town of Prosper, Texas, related to establishing fiber network connectivity from Town Hall to Fire Station 4.

Proposed Motion:

I move to approve authorizing the Town Manager to execute a contract between Astound Business Solutions and the Town of Prosper, Texas, related to establishing fiber network connectivity from Town Hall to Fire Station 4.



This Service Order (this "Service Order") is entered into as of the date of last signature below (the "Effective Date"), by and between ASTOUND BUSINESS SOLUTIONS, LLC, a Delaware limited liability company, acting on behalf of itself and as agent for its Affiliates (collectively, "Provider"), and the customer specified below ("Customer"). This Service Order is made pursuant to and will be governed by that certain Master Services Agreement for Enterprise Services (the "MSA") executed separately between Provider and Customer. All capitalized terms used but not defined in this Service Order shall have the meanings given to them in the MSA. Affiliates of Astound Business Solutions, LLC include, but are not limited to (i) RCN Telecom Services, LLC, (ii) Grande Communications Networks, LLC, (iii) Wave Business Solutions, LLC, and (iv) Digital West Networks, Inc.

CUSTOMER NAME	CUSTOMER DBA	CUSTOMER POINT OF CONTACT	CUSTOMER BILLING ADDRESS
Town of Prosper		Name: Leigh Johnson Email: ljohnson@prospertx.gov Office: 972-569-1150 Mobile:	P.O. Box 307ProsperTX75078
EXISTING ACCOUNT NUMBER	ASTOUND SALES REP		ASTOUND SALES SEGMENT
0 -	Christopher Cox - 772618		Enterprise

INITIAL SERVICE TERM	SERVICE ORDER REFERENCE NUMBER
96 months	OP454705

Provider shall provide to Customer the services set forth below (each, a "Service"), at the location(s) set forth below (each, a "Service Site"), in exchange for the one-time, non-recurring installation charge ("NRC"), and the monthly recurring service charges ("MRC") set forth below:

PRODUCT LINE ITEM	Z-LOC ADDRESS (PRIMARY)	Z-LOC DEMARC	A-LOC ADDRESS	A-LOC DEMARC	UNITS	MRC / UNIT	TOTAL MRC	NRC / UNIT	TOTAL NRC
E-LAN 1 Gb	3980 E Prosper Trail , Prosper, TX 75078, USA	Cust Prem	N/A		1	\$1,150.00	\$1,150.00	\$0.00	\$0.00
NOTE: If the Demarcation Point listed above for a Service Site is the MPOE, then Customer is responsible for providing any necessary demarc extension / additional inside wiring to reach the Customer's premises/suite.						TOTALS	\$1,150.00		\$0.00

Note: The charges listed above do not include applicable taxes, fees and surcharges.

NOTES

TIPS Contract-230105 Grande Communications Networks LLC dba Astound Business Solutions

Astound will not start billing or pass on any cost until the Town of Prosper is ready to accept services after October 1st of 2025. The monthly cost will reduce to \$695.00 a month after 60 months of this 96 month agreement.

The submission of this Service Order to Customer by Provider does not constitute an offer. Instead, this Service Order will become effective only when both parties have signed it. The date this Service Order is signed by the last party to sign it (as indicated by the date associated with that party’s signature) will be deemed the Effective Date of this Service Order.

Authorized Customer Signature

Mario Canizarez

Printed Name

Town Manager

Title

Date Signed

Authorized Provider Signature

Printed Name

Title

Date Signed

MASTER SERVICES AGREEMENT FOR ENTERPRISE SERVICES – GOVERNMENTAL CUSTOMER

This Master Services Agreement for Enterprise Services (this “**MSA**”) is entered into as of this _____ day of _____, 2023 (the “**Effective Date**”), by and between ASTOUND BUSINESS SOLUTIONS, LLC, a Delaware limited liability company, acting on behalf of itself and as agent for its Affiliates (collectively, “**Provider**”), and _____, a _____ (“**Customer**”). For purposes of this MSA, the term “**Affiliate**” shall mean any other person which directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the first person or any of its subsidiaries. Affiliates of Astound Business Solutions, LLC include, but are not limited to (i) RCN Telecom Services, LLC, (ii) Grande Communications Networks, LLC, and (iii) Wave Business Solutions, LLC. Each of Provider and Customer may be referred to in this MSA as a “**Party**” and together as the “**Parties**.”

ARTICLE 1 – STRUCTURE OF AGREEMENT

1.1 Purpose of MSA. Provider and its Affiliates provide various facilities-based telecommunications services, including Ethernet transport, dedicated internet access, phone over fiber, dark fiber, and related services (as applicable, the “**Services**”). This MSA is neither an agreement to purchase nor a commitment to provide Services. The purpose of this MSA is to provide the general terms, conditions and framework within which Customer and its Affiliates may from time to time purchase Services from Provider and its Affiliates, pursuant to one or more “**Service Orders**,” as described in Section 1.2 below.

1.2 Service Orders. The purchase of Services shall be accomplished only through the negotiation and mutual execution and delivery of a Service Order memorializing the terms and conditions pursuant to which Provider shall provide the desired Services to Customer. Service Orders shall clearly specify the following: (i) the type of Service at issue (e.g., Internet access, data transport, VoIP, dark fiber, etc.); (ii) the location(s) at which the Service is to be provided (each, a “**Service Site**”); (iii) the initial term of the Service Order (the “**Initial Service Term**”); (iv) the pricing for the Service, including (a) the monthly recurring charges (“**MRC**”) for the Service, and (b) any non-recurring charges (“**NRC**”) associated with installation of the Service; and (v) any other terms or conditions specific to the particular Service Order. Each fully-executed Service Order shall be governed by and become part of this MSA, and this MSA together with all fully-executed Service Orders shall be collectively referred to as the “**Agreement**.” Depending on the location of the Service Site, in some instances Services may be provided by an Affiliate of Provider.

1.3 Additional Documents Comprising Agreement; Order of Precedence. If one or more Service Level Agreements are attached to this MSA as Exhibits (the “**SLA**”), the SLA constitutes a part of this MSA. Customer’s use of any Services purchased pursuant to the Agreement will also be governed by Provider’s Acceptable Use Policy for Commercial Services (the “**AUP**”) which is posted on Provider’s website at <http://www.astound.com/business/aup>. Additional provisions that are applicable only to specific types of Services are contained in Provider’s Service-Specific Terms and Conditions (the “**Service-Specific T&Cs**”) which is posted on Provider’s website at <http://www.astound.com/business/service-terms>. In the event of a conflict between the provisions of any of the foregoing documents, the documents shall have the following order of precedence unless expressly stated otherwise in a particular Service Order: (i) this MSA (including the SLA); (ii) the applicable Service Order; (iii) the AUP; and (iv) the Service-Specific T&Cs.

ARTICLE 2 – TERM AND RENEWAL

2.1 Term of MSA. The term of this MSA (the “**MSA Term**”) shall be for five (5) years, commencing on the Effective Date and expiring on the date that is one day prior to the fifth (5th) anniversary of the Effective Date. Notwithstanding the foregoing, so long as any one or more Service Orders entered into pursuant to this MSA remain in effect, this MSA shall not terminate with respect to said Service Orders but shall continue to govern same until the expiration or termination of said Service Orders.

2.2 Term of Service Orders. The Initial Service Term of each Service Order shall be as specified in the Service Order. Upon expiration of the Initial Service Term, unless either Party terminates the Service Order by giving written notice of termination to the other Party not less than thirty (30) days prior to the end of the Initial Service Term, this Service Order will begin to automatically renew on a month-to-month basis (the “**Renewal Term**”). During the Renewal Term, either Party may terminate this Service Order by giving no less than thirty (30) days’ advance written notice of termination to the other Party. Written notice of termination by Customer must be given to Provider by completing and submitting the online “Change of Service” form on the

Astound Business Solutions website located at <http://www.astound.com/business/support/macd>. The total period of time a Service Order is in effect is referred to as the “**Service Term**” for the Service Order at issue.

ARTICLE 3 – INSTALLATION, TESTING, ACCEPTANCE AND USE

3.1 Service Site; Demarcation Points; Equipment. Unless a Service Site is within Provider’s control, Customer shall provide Provider with access to the Service Site as and to the extent reasonably necessary for Provider to install, test, inspect and maintain the Service(s) ordered during the Service Term. Unless otherwise stated in a Service Order: (i) Provider shall be solely responsible for the provision, operation and maintenance of all equipment and facilities (the “**Provider Equipment**”) necessary to connect Provider’s network facilities to the Customer demarcation point(s) at the Service Site (the “**Demarcation Point(s)**”); and (ii) Customer shall be solely responsible for the provision, operation and maintenance of all equipment and facilities (the “**Customer Equipment**”) from the Demarcation Point(s) to Customer’s internal network. Unless a Service Site is within Provider’s control, Customer shall be responsible for maintaining appropriate conditions at the Service Site, including HVAC, electrical power, and security. Title to the Provider Equipment shall at all times remain vested in Provider. Customer shall not re-arrange, disconnect, tamper with, attempt to repair, or otherwise interfere with the Provider Equipment, nor shall Customer permit any third party to do so.

3.2 Testing, Acceptance and Service Commencement Date. Provider shall use commercially reasonable efforts to install the Services consistent with Provider’s usual and customary installation timeline, and shall endeavor to keep Customer regularly informed regarding installation progress. Provider shall notify Customer when a Service has been installed and is ready for testing and use. Customer may, at Customer’s option, participate in Provider’s final testing of the Service. For Services having a committed bandwidth, the committed information rate shall be measured at the Ethernet layer and includes the Ethernet frame itself. The Initial Service Term for the Service at issue shall commence on the date on which the Service has been installed, tested and is active and available for use by Customer (the “**Service Commencement Date**”). Customer shall have a period of five (5) business days after the Service Commencement Date in which Customer may notify Provider that the Service at issue is not functioning properly. If Customer notifies Provider of problems with a Service pursuant to this Section 3.2, Provider shall investigate and correct same and the Service Commencement Date shall be revised to be the first calendar day after the date on which Provider has corrected the problems. Unless Customer delivers notification of problems to Provider within the time period set forth above, Customer shall be deemed to have accepted the Service at issue and to have confirmed that the Service has been installed and is functioning properly as of the Service Commencement Date.

3.3 No Sub-Licensing; Non-Compete. Any Services provided to Customer pursuant to the Agreement are for the sole benefit of Customer. Customer shall not grant to any third party the right to use any of the Services, regardless of whether such grant were to take the form of a license, sublicense, lease, sublease, or any other form. Nor shall Customer use the Services for commercial purposes that are competitive with Provider’s business (e.g., use the Services to sell Internet access services, point-to-point data transport services, VoIP services, etc., to third parties within Provider’s service area).

ARTICLE 4 – PAYMENT AND BILLING

4.1 Invoicing. All amounts owed by Customer to Provider under the Agreement shall be collectively referred to as “**Fees**.” Provider shall begin billing Customer for the MRC applicable to a Service as of the Service Commencement Date. Invoices shall be delivered monthly, and shall be paid by Customer within sixty (60) days of receipt. Fixed Fees shall be billed in advance and usage-based Fees shall be billed in arrears. Fixed fees for any partial month shall be pro-rated. For Services having an NRC, unless otherwise stated in the Service Order, Provider shall invoice Customer for the NRC upon full-execution of the Service Order. Except for amounts disputed in good faith by Customer pursuant to Section 4.2 below, past due amounts shall bear interest in the amount of 1.0% per month, or the highest amount allowed by law, whichever is lower.

4.2 Disputed Invoices. If Customer in good faith disputes any portion of a Provider invoice, Customer shall pay the undisputed portion of the invoice and submit written notice to Provider regarding the disputed amount, which notice shall include documentation supporting the alleged billing error (each such notice, a “**Fee Dispute Notice**”). A Fee Dispute Notice must be submitted to Provider within ninety (90) days from the date the invoice at issue is received by Customer. Customer waives the right to dispute any Fees not disputed within such ninety (90) day period. The Parties shall negotiate in good faith to attempt to resolve any such disputes within sixty (60) days after Customer’s delivery of the applicable Fee Dispute Notice.

4.3 Applicable Taxes. All charges for Services set forth in Service Orders are exclusive of Applicable Taxes (as defined below). Except for taxes based on Provider's net income or taxes for which Customer possesses a valid exemption certificate, Customer shall be responsible for payment of all applicable taxes and regulatory fees, however designated, that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, bypass, or other taxes, fees, assessments, duties, charges or surcharges, that are imposed on, incident to, or based upon the provision, sale, or use of the Service(s) (collectively "**Applicable Taxes**"). The Applicable Taxes will be individually identified on invoices. If Customer is entitled to an exemption from any Applicable Taxes, Customer is responsible for presenting Provider with a valid exemption certificate (in a form reasonably acceptable to Provider). Provider will give prospective effect to any valid exemption certificate provided in accordance with the preceding sentence.

ARTICLE 5 – DEFAULT AND REMEDIES

5.1 Customer Default. Each of the following shall constitute a default by Customer under the Agreement (each a separate event of "**Default**"): (i) if Customer fails to pay any undisputed Fees when due, the failure of Customer to cure same within fifteen (15) days after receiving written notice from Provider regarding such failure to pay; (ii) if Customer fails to comply with any other material provision of the Agreement, the failure of Customer to cure same within thirty (30) days of receiving written notice from Provider regarding such non-compliance; or (iii) if Customer files or initiates proceedings, or has proceedings initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or other such official) under any bankruptcy, insolvency or other similar law, and the same is not dismissed within sixty (60) days.

5.2 Remedies for Customer Default. In the event of a Default by Customer under the Agreement, Provider may, at its option: (i) suspend any applicable Services until such time as the Customer Default has been corrected (provided, however, that any suspension shall not relieve Customer's on-going obligation to pay Provider all Fees and other amounts due under the Agreement as if such suspension of Services had not taken place); (ii) terminate the applicable Service(s) and/or the applicable Service Order(s); (iii) after the occurrence of any two Customer Defaults in any twelve (12) month period, terminate all Service Orders entered into with Customer; and/or (iv) pursue any other remedy available to Provider under the Agreement or applicable law. In the event of early termination for Customer Default pursuant to this Section 5.2, to the extent not prohibited by applicable law, Customer shall pay to Provider the Termination Charge described in Section 6.4 below.

5.3 Provider Default. Each of the following shall constitute a Default by Provider under the Agreement: (i) if Provider fails to comply with any material provision of the Agreement other than provisions of the SLA, the failure by Provider to cure same within thirty (30) days of receiving written notice from Customer regarding such non-compliance; or (ii) Provider files or initiates proceedings, or has proceedings initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or other such official) under any bankruptcy, insolvency or other similar law, and the same is not dismissed within sixty (60) days.

5.4 Remedies for Provider Default. In the event of a Default by Provider under the Agreement Customer may, at its option: (i) terminate the applicable Service(s) and/or the applicable Service Order(s); and/or (ii) pursue any other remedy available to Customer under the Agreement or applicable law. Early termination by Customer shall be accomplished by providing termination notice to Customer's account manager and to the notice address specified in Article 11 below. In the event of early termination for Provider Default pursuant to this Section 5.4, Provider shall reimburse Customer for any pre-paid, unused monthly service Fees attributable to the terminated Service(s) and/or Service Order(s), and Customer shall have no further liability to Provider for the terminated Service(s) and/or Service Order(s). Early termination by Customer pursuant to this Section 5.4 shall not relieve Customer of its obligations to pay all Fees incurred prior to the early termination date.

ARTICLE 6 – EARLY TERMINATION & PORTABILITY

6.1 Early Termination for Non-Appropriation. Customer is a Texas governmental entity subject to legislative appropriation requirements and provisions of the Texas Constitution that may limit Customer's ability to incur contractual debts. Accordingly, notwithstanding anything to the contrary contained elsewhere in this MSA or in any Service Order, in the event that, for any future fiscal period, sufficient funds are not appropriated or allocated for payment of any one or more Service Orders, Customer may terminate the Service Order at issue as a matter of public convenience without incurring a Termination Charge or any other early

termination fee. If and when Customer becomes aware that non-allocation of funds for the coming fiscal period appears likely, Customer shall use reasonable efforts to notify Provider of that possibility prior to the end of the then-current fiscal period. Once the non-appropriation decision has been made, Customer shall, as soon as reasonably practicable, deliver written notice of termination for non-appropriation to Provider specifying which Service or Services and/or which Service Order or Service Orders are being terminated for non-appropriation and the date on which such early termination shall occur. Customer shall remain obligated to pay for all Services delivered through the date of termination.

6.2 Early Termination for Customer Convenience. Customer may, at any time after executing a Service Order, discontinue one or more of the Services ordered and/or terminate the Service Order by giving at least thirty (30) days' advance written notice to Provider by completing and submitting the online "Change of Service" form on the Astound Business Solutions website located at <http://www.astound.com/business/support/macd>. Any early termination of a Service pursuant to this Section 6.2 shall be referred to as "**Termination for Customer Convenience**." In the event of Termination for Customer Convenience, to the extent not prohibited by applicable law, Customer shall pay to Provider the Termination Charge described in Section 6.4 below.

6.3 Early Termination for Default. In accordance with Article 5 above, either Party may elect to terminate one or more Service Orders prior to the scheduled expiration date in the event of an uncured Default by the other Party.

6.4 Termination Charge.

(a) Local Governmental Entities Under Texas Local Gov't Code § 271.151. The provisions of this Subsection 6.4(a) shall apply only if the Customer is a "local governmental entity" as that term is defined in Texas Local Gov't Code § 271.151. In the event of Termination for Customer Convenience pursuant to Section 6.2 above, or termination for Customer Default pursuant to Section 5.2 above, Customer shall, consistent with Texas Local Gov't Code § 271.153(a), pay Provider a "**Termination Charge**" to compensate Provider for the direct damages Provider suffered as a result of Customer's Termination for Customer Convenience or as a result of Customer's Default, as applicable. To the extent permitted by law, the Termination Charge shall equal the sum of the following: (a) all unpaid amounts for Services actually provided prior to the termination date; (b) any portion of the NRC for the terminated Service(s) that has not yet been paid to Provider; (c) with respect to off-net Services only, any documented cancellation or termination charges or fees imposed on Provider by any third party in connection with the early termination of the Services (provided, that Provider shall use good faith, commercially reasonable efforts to mitigate such third party cancellation charges); (d) one hundred percent (100%) of all remaining MRC Customer was to pay Provider for the Service during the first (1st) year of the Service Term; (e) seventy-five percent (75%) of all remaining MRC Customer was to pay Provider for the Service during the second (2nd) year of the Service Term; (f) fifty percent (50%) of all remaining MRC Customer was to pay Provider for the Service during the third (3rd) year of the Service Term; (g) twenty-five percent (25%) of all remaining MRC Customer was to pay provider for the Service during the fourth (4th) and later years of the Service Term (if applicable); and (h) if and to the extent not already recovered by Provider pursuant to items (a) through (g) above, any additional amounts necessary in order for Provider to recoup its actual, documented out-of-pocket costs incurred in extending its communications network to reach the Service Sites at issue and install the Services at issue, calculated on a time and materials basis plus a 15% administrative mark-up. Notwithstanding anything to the contrary provided in the immediately preceding sentence, in no event shall the amount of the Termination Charge, when added to the total amount of Fees already paid by Customer to Provider for the Services at issue prior to the early termination, exceed the total amount Customer would have paid for the Services pursuant to the Service Order had the Services not been terminated early. If incurred, the Termination Charge will be due and payable by Customer within forty-five (45) days after the termination date of the Service(s) at issue. Customer acknowledges and agrees that the calculation of the Termination Charge represents a genuine estimate of Provider's actual direct damages, is not a penalty or windfall and does not consist of consequential or exemplary damages prohibited by Texas Local Gov't Code § 271.153(b). If this Subsection 6.4(a) is found to be unlawful, invalid and/or unenforceable, then Provider shall be entitled to such damages as are authorized by law.

(b) State Agencies and Institutions of Higher Education Under Texas Gov't Code § 2260.001. The provisions of this Subsection 6.4(b) shall apply only if the Customer is a "unit of state government" or an "institution of higher education" as those terms are defined in Texas Gov't Code § 2260.001. In the event of Termination for Customer Convenience pursuant to Section 6.2 above, or termination for Customer Default pursuant to Section 5.2 above, Customer shall, consistent with Texas Gov't Code § 2260.003, pay Provider a "**Termination Charge**" to compensate Provider for the direct damages Provider suffered as a result of

Customer's Termination for Customer Convenience or as a result of Customer's Default, as applicable. To the extent permitted by law, the Termination Charge shall equal the sum of the following: (a) all unpaid amounts for Services actually provided prior to the termination date; (b) any portion of the NRC for the terminated Service(s) that has not yet been paid to Provider; (c) with respect to off-net Services only, any documented cancellation or termination charges or fees imposed on Provider by any third party in connection with the early termination of the Services (provided, that Provider shall use good faith, commercially reasonable efforts to mitigate such third party cancellation charges); (d) one hundred percent (100%) of all remaining MRC Customer was to pay Provider for the Service during the first (1st) year of the Service Term; (e) seventy-five percent (75%) of all remaining MRC Customer was to pay Provider for the Service during the second (2nd) year of the Service Term; (f) fifty percent (50%) of all remaining MRC Customer was to pay Provider for the Service during the third (3rd) year of the Service Term; (g) twenty-five percent (25%) of all remaining MRC Customer was to pay provider for the Service during the fourth (4th) and later years of the Service Term (if applicable); and (h) if and to the extent not already recovered by Provider pursuant to items (a) through (g) above, any additional amounts necessary in order for Provider to recoup its actual, documented out-of-pocket costs incurred in extending its communications network to reach the Service Sites at issue and install the Services at issue, calculated on a time and materials basis plus a 15% administrative mark-up. Notwithstanding anything to the contrary provided in the immediately preceding sentence, in no event shall the amount of the Termination Charge, when added to the total amount of Fees already paid by Customer to Provider for the Services at issue prior to the early termination, exceed the total amount Customer would have paid for the Services pursuant to the Service Order had the Services not been terminated early. If incurred, the Termination Charge will be due and payable by Customer within forty-five (45) days after the termination date of the Service(s) at issue. Customer acknowledges and agrees that the calculation of the Termination Charge represents a genuine estimate of Provider's actual direct damages, is not a penalty or windfall and does not consist of consequential or exemplary damages prohibited by Texas Gov't Code § 2260.003(c). If this Subsection 6.4(b) is found to be unlawful, invalid and/or unenforceable, then Provider shall be entitled to such damages as are authorized by law.

(c) Counties Under Texas Local Gov't Code § 262.001 et seq. The provisions of this Section 6.4(c) shall apply only if the Customer is a county generally governed by Texas Local Gov't Code § 262.001 et seq. In the event of Termination for Customer Convenience pursuant to Section 6.2 above, or termination for Customer Default pursuant to Section 5.2 above, Customer shall, consistent with applicable law, pay Provider a "**Termination Charge**" to compensate Provider for the direct damages Provider suffered as a result of Customer's Termination for Customer Convenience or as a result of Customer's Default, as applicable. To the extent permitted by law, the Termination Charge shall equal the sum of the following: (a) all unpaid amounts for Services actually provided prior to the termination date; (b) any portion of the NRC for the terminated Service(s) that has not yet been paid to Provider; (c) with respect to off-net Services only, any documented cancellation or termination charges or fees imposed on Provider by any third party in connection with the early termination of the Services (provided, that Provider shall use good faith, commercially reasonable efforts to mitigate such third party cancellation charges); (d) one hundred percent (100%) of all remaining MRC Customer was to pay Provider for the Service during the first (1st) year of the Service Term; (e) seventy-five percent (75%) of all remaining MRC Customer was to pay Provider for the Service during the second (2nd) year of the Service Term; (f) fifty percent (50%) of all remaining MRC Customer was to pay Provider for the Service during the third (3rd) year of the Service Term; (g) twenty-five percent (25%) of all remaining MRC Customer was to pay provider for the Service during the fourth (4th) and later years of the Service Term (if applicable); and (h) if and to the extent not already recovered by Provider pursuant to items (a) through (g) above, any additional amounts necessary in order for Provider to recoup its actual, documented out-of-pocket costs incurred in extending its communications network to reach the Service Sites at issue and install the Services at issue, calculated on a time and materials basis plus a 15% administrative mark-up. Notwithstanding anything to the contrary provided in the immediately preceding sentence, in no event shall the amount of the Termination Charge, when added to the total amount of Fees already paid by Customer to Provider for the Services at issue prior to the early termination, exceed the total amount Customer would have paid for the Services pursuant to the Service Order had the Services not been terminated early. If incurred, the Termination Charge will be due and payable by Customer within forty-five (45) days after the termination date of the Service(s) at issue. Customer acknowledges and agrees that the calculation of the Termination Charge represents a genuine estimate of Provider's actual direct damages, is not a penalty or windfall and does not consist of consequential or exemplary damages prohibited by Texas Local Gov't Code § 262.007(c). If this Subsection 6.4(c) is found to be unlawful, invalid and/or unenforceable, then Provider shall be entitled to such damages as are authorized by law.

6.5 Portability; Substitution of Services. At any time during the Service Term of a Service Order, Customer may elect to

substitute new Services for then-existing Services. In such event, Provider will waive the Termination Charge associated with the termination of the then-existing Services as long as: (i) the Fees payable to Provider in connection with the substitute Services are equal to or greater than the Fees of the discontinued Services; (ii) Customer commits to retain the substitute Services for a period equal to or greater than the remainder of the Service Term for the discontinued Services; (iii) Customer pays all applicable installation and other NRCs, if any, for provision of the substitute Services; and (iv) Customer reimburses Provider for all reasonable and documented engineering, installation and construction costs associated with the discontinued Services, calculated on a time and materials basis, that have not already been recovered by Provider by the time of the substitution.

ARTICLE 7 – LIMITATION OF LIABILITY

7.1 General Limitations. Neither Party shall be liable to the other Party for any loss or damage occasioned by a Force Majeure Event. Except for Customer's obligation to pay Fees, each Party's aggregate liability to the other Party for any and all causes and claims arising under the Agreement, whether based in contract, tort, warranty or otherwise shall be limited to the lesser of: (i) the actual direct damages sustained by the injured Party; or (ii) an amount equivalent to the total MRC received by Provider from Customer for the Service(s) at issue during the twelve (12) month period immediately preceding the event giving rise to the claim.

7.2 Service Level Agreement. Should Provider fail, on any one or more occasions, to deliver any one or more Services to Customer in accordance with all of the terms and conditions contained in the applicable SLA, Customer's sole and exclusive remedy for such failure shall be as set forth in the SLA. No such failure shall be considered a Default by Provider under the Agreement.

7.3 No Special Damages. EXCEPT FOR CLAIMS ARISING FROM A PARTY'S INTENTIONAL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES WHATSOEVER, ARISING OUT OF OR INCURRED IN CONNECTION WITH A PARTY'S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, INCLUDING, BY WAY OF EXAMPLE AND NOT BY WAY OF LIMITATION, LOST PROFITS, LOST REVENUE, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF DATA OR COST OF PURCHASING REPLACEMENT SERVICES, EVEN IF THE OTHER PARTY HAD BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH SPECIAL DAMAGES.

7.4 Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PROVIDER MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, EITHER IN FACT OR BY OPERATION OF LAW, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, FITNESS FOR A PARTICULAR PURPOSE OR USE OF ANY SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.

7.5 Assumption of Risk. PROVIDER HAS NO CONTROL OVER AND EXPRESSLY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY WHATSOEVER FOR THE CONTENT OF ANY INFORMATION TRANSMITTED OR RECEIVED BY CUSTOMER THROUGH THE SERVICES, SERVICE INTERRUPTIONS ATTRIBUTABLE TO CUSTOMER'S NETWORK, ANY CUSTOMER EQUIPMENT FAILURES, OR ANY OTHER SUCH CAUSES, AND CUSTOMER USES THE SERVICES AT CUSTOMER'S OWN RISK. CUSTOMER SHALL BE RESPONSIBLE FOR THE SECURITY, CONFIDENTIALITY AND INTEGRITY OF INFORMATION CUSTOMER TRANSMITS OR RECEIVES USING ANY SERVICES.

ARTICLE 8 – FORCE MAJEURE EVENTS

Neither Party shall be liable for any delay in or failure of performance hereunder due to causes beyond such Party's reasonable control including, but not limited to, acts of God, fire, flood, earthquake, ice storms, wind storms, or other severe weather events, explosion, vandalism, cable cut, terrorist acts, insurrection, riots or other civil unrest, national or regional emergency, unavailability of rights-of-way, a governmental authority's failure to timely act, inability to obtain equipment, material or other supplies due to strike, lockout or work stoppage, or any law, order, regulation, direction, action or request of any civil or military governmental authority (each, a "**Force Majeure Event**"). If any Force Majeure Event causes an increase in the time required for performance of any of its duties or obligations, the affected Party shall be entitled to an equitable extension of time for completion. If the delay in performance caused by the Force Majeure Event exceeds thirty (30) days, either Party may terminate the Agreement or the applicable Service Order(s) immediately on written notice to the other Party, without incurring any liability in connection with such termination.

ARTICLE 9 – DISPUTE RESOLUTION

9.1 Good Faith Negotiations. To the extent not prohibited by applicable law, except for actions seeking a temporary restraining order or injunction, in the event any controversy, disagreement or dispute (each, a “**Dispute**”) arises between the Parties in connection with this Agreement, the Parties shall first use good faith efforts to resolve the Dispute through negotiation. In the event of a Dispute, either Party may give the other Party written notice of the Dispute (each, a “**Dispute Notice**”). The parties will meet and attempt to resolve the Dispute within sixty (60) days of the date on which the Dispute Notice is delivered. All discussions occurring and documents exchanged during negotiations under this Section are confidential and inadmissible for any purpose in any legal proceeding involving the Parties; provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation process. If the Parties do not resolve the Dispute within the sixty (60) day period, either of the Parties may pursue any remedy available to it under this Agreement, at law or in equity.

9.2 Units of State Government Subject to Texas Gov’t Code § 2260.004. The provisions of this Section 9.2 shall apply only if the Customer is an entity subject to Texas Gov’t Code § 2260.004. Notwithstanding anything to the contrary contained elsewhere in this Agreement, in the event any Dispute arises between the Parties in connection with this Agreement, the Parties shall resolve the Dispute using the dispute resolution process required by Texas Gov’t Code § 2260.004.

9.3 Governing Law and Venue. The Agreement and all matters arising out of the Agreement shall be governed by the laws of the State of Texas. Any judicial action arising in connection with the Agreement shall be in the District Court of the State of Texas in and for the county in which the Services at issue are provided, or in the Federal District Court for the District in which the Services at issue are provided, as applicable.

ARTICLE 10 – ASSIGNMENT AND ASSUMPTION

Except as otherwise provided in this Article 10, neither Party shall assign, delegate or otherwise transfer the Agreement or its obligations under the Agreement, in whole or in part, without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may, without the necessity of obtaining the other Party’s consent, assign its interest in and to the Agreement to: (i) any entity acquiring such Party, whether by merger or through purchase of substantially all the assets of such Party; (ii) a lender as an asset securing indebtedness; or (iii) an Affiliate of such party; provided, that in the event of a transfer to an Affiliate, the transferring Party shall continue to remain liable for the obligations under the Agreement.

ARTICLE 11 – NOTICES

Unless otherwise provided elsewhere in the Agreement, any notice to be given to either Party under the Agreement will be in writing and directed to the addresses set forth below. Notices will be deemed received (i) the next business day, when sent by reliable, commercial overnight courier; (ii) three (3) business days after being sent by certified mail, postage prepaid and return receipt requested; (iii) when actually received, if sent by email during the business hours of 9:00 a.m. to 5:00 p.m. (recipient’s time). Notices received after 5:00 p.m. (recipient’s time) will be effective the next business day.

If to Provider:

Astound Business Solutions, LLC
650 College Road East, Suite 3100
Princeton, NJ 08540
ATTN: Business Solutions

If to Customer:

With a Copy to:

Astound Business Solutions, LLC
650 College Road East, Suite 3100
Princeton, NJ 08540
ATTN: Legal Department

With a Copy to:

Either Party may change its notice address by giving notice to the other Party in accordance with this Article.

ARTICLE 12 – REPRESENTATIONS AND COVENANTS

Each Party represents and covenants to the other as follows: (i) the execution and delivery of the Agreement and the performance of its obligations hereunder have been duly authorized; (ii) the Agreement is a valid and legal agreement binding on such parties and enforceable in accordance with its terms; (iii) to the best of its knowledge and belief, it is in material compliance with all laws, rules and regulations and court and governmental orders related to the operation of its business; and (iv) it shall comply with all applicable laws and regulations when exercising its rights and performing its obligations under the Agreement.

ARTICLE 13 – MISCELLANEOUS

13.1 Entire Agreement; Interpretation. The Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the Parties regarding the subject matter contained herein. The Agreement may only be modified or supplemented by an instrument executed by an authorized representative of each Party. The Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the Parties, and the language in all parts of the Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the Parties. If any provision of the Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of the Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect.

13.2 No Waiver. No failure by either Party to enforce any rights hereunder will constitute a waiver of such rights. Nor shall a waiver by either Party of any particular breach or default constitute a waiver of any other breach or default or any similar future breach or default. Provider's acceptance of any payment under the Agreement will not constitute an accord or any other form of acknowledgement or satisfaction that the amount paid is in fact the correct amount, and acceptance of a payment will not release any claim by Provider for additional amounts due from Customer.

13.3 Relationship; No Third Party Beneficiaries. The Agreement is a commercial contract between Provider and Customer and the relationship between the Parties is that of independent contractors. Nothing in the Agreement creates any partnership, principal- agent, employer-employee or joint venture relationship between the Parties or any of their Affiliates, agents or employees for any purpose. The Agreement is for the sole benefit of Provider and Customer and is not intended to confer any rights on any other person; there are no third party beneficiaries of the Agreement.

13.4 Exhibits. The following Exhibits, which are attached to this MSA, are incorporated herein and by this reference made a part of this MSA:

- EXHIBIT A - Service Level Agreement for Lit Fiber Services
- EXHIBIT B - Service Level Agreement for Dark Fiber & Wavelength Services

13.5 Computation of Time. Except where expressly provided to the contrary, as used in the Agreement, the word "day" shall mean "calendar day," and the computation of time shall include all Saturdays, Sundays and holidays for purposes of determining time periods specified in the Agreement. If the final date of any period of time set out in any provision of the Agreement falls upon a Saturday or a Sunday or a legal holiday, then in such event, the time of such period shall be extended to the next day that is not a Saturday, Sunday or legal holiday. As used in the Agreement, the term "business day" shall mean a day that is not a Saturday, Sunday or a legal holiday.

13.6 Counterparts; Electronic Signatures. This MSA and any Service Order entered into by the Parties pursuant to this MSA may be executed in multiple counterparts, each of which shall constitute an original, and all of which shall constitute one and the same instrument. Any executed documents sent to the other Party in portable document format (pdf) images via email will be considered the same as an original document. The Parties consent to the use of electronic signatures.

The Parties are signing this MSA as of the Effective Date set forth in the preamble above.

CUSTOMER:

PROVIDER:

Astound Business Solutions, LLC, a Delaware
limited liability company

By _____

By _____

Name: _____

Name: _____

Title: _____

Title: _____

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EXHIBIT A
to
Master Services Agreement for Enterprise Services

Service Level Agreement for Lit Fiber Services

This Service Level Agreement for Lit Fiber Services (this “SLA”) is a part of the Master Services Agreement for Enterprise Services – Governmental Customer (“MSA”) between Astound Business Solutions, LLC (“Astound”) and Customer. Unless otherwise provided in the applicable Service Order, this SLA applies to the following types of lit fiber Services provided by Astound pursuant to the MSA: (a) dedicated Internet access services, (b) Ethernet transport services, and (c) voice services, including hosted voice.

1. AVAILABILITY SLA

Astound’s Network is designed to provide a target **Availability of at least 99.99%** per month. If the Availability target is not achieved in a given calendar month, Customer shall be entitled to the remedies set forth in the table below, which must be claimed as described in this SLA.

Target Availability	Duration of Service Outage	Customer Credit as % of MRC for the applicable Circuit*
99.99% Availability	Less than 4 minutes 20 seconds	Target Met
	4 min. 20 sec. up to 2 hours	5%
	> 2 hour up to 6 hours	10%
	> 6 hours up to 12 hours	20%
	> 12 hours up to 24 hours	35%
	> 24 hours	50%

*Customer credits for Unavailability are calculated on an individual circuit basis, and the amount of any credit is based on the portion of MRC allocable to the affected circuit.

2. MEAN TIME TO RESTORE (“MTTR”) SLA

In the event of Outages in Services due to failure or malfunction of the Astound Network or Astound Equipment, Astound’s CNOC is designed to provide a **MTTR of 6 hours or less**. If the target MTTR is not met for a particular circuit in a given calendar month, and Customer receives a Service from Astound on the circuit at issue, then Customer shall be entitled to remedies set forth in the table below, which must be claimed as described in this SLA.

Target MTTR	Actual MTTR	Customer Credit as % of MRC for the applicable Circuit
6 hr MTTR	≤ 6 Hrs.	Target Met
	> 6 Hrs. to 10 Hrs.	5%
	> 10 Hrs. to 18 Hrs.	10%
	> 18 Hrs.	20%

3. PACKET DELIVERY/PACKET LOSS SLA

The Astound Network is designed to provide **no greater than 0.1% Packet Loss**. If the Packet Loss target is not achieved in a given calendar month, Customer shall be entitled to the remedies set forth in the table below, which must be claimed as described in this SLA. Customer credits for average monthly Packet Loss are calculated on an individual circuit basis, and the amount of any credit is based on the portion of MRC allocable to the affected circuit.

Target Maximum Packet Loss	Actual Packet Loss (lower end – upper end)	Customer Credit as % of MRC for the applicable Circuit
≤ 0.1% Packet Loss	0% - 0.1%	Target Met
	> 0.1% - 0.4%	5%
	> 0.4% - 0.7%	10%
	> 0.7% - 1.0%	25%
	> 1.0%	50%

4. LATENCY SLA

The Astound Network is designed to provide a monthly average one-way Latency not to exceed the following:

- For “Local Market” distances of ≤ 75 miles = 10 ms
- For “Inter-Market” distances of between 76 – 750 miles = 20 ms
- For “Long-Haul” distances of > 750 miles = 50 ms

If the applicable Latency target is not achieved in a given month and Astound does not remedy the problem within fifteen (15) calendar days from the date on which Customer opens a Trouble Ticket with the Astound CNOC regarding excessive Latency, Customer shall be entitled to the remedies set forth in the table below, which must be claimed as described in this SLA.

Target Local Market Latency	Target Inter-Market Latency	Target Long-Haul Latency	Actual One-Way Latency (lower end - upper end)	Customer Credit as % of MRC for the applicable Circuit
10 ms or less	20 ms or less	50 ms or less	≤ Target Latency	Target Met
			> Target up to 8 ms over Target	5%
			> 8 ms up to 15 ms over Target	10%
			> 15 ms up to 20 ms over Target	25%
			> 20 ms over Target	50%

5. NETWORK JITTER SLA

The Astound Backbone Network is designed to have a monthly average one-way Network Jitter not to exceed the following:

- For Local Market distances of ≤ 75 miles = 2 ms
- For Inter-Market distances of between 76 – 750 miles = 5 ms
- For Long-Haul distances of > 750 miles = 15 ms

If the applicable Network Jitter target is exceeded in a given calendar month, Customer will be entitled to a credit of 1/30th of the MRC of the affected circuit for that month for each full 1ms of Network Jitter above the Network Jitter target set forth above. Any such credit must be claimed as described in this SLA.

6. CHRONIC OUTAGE

If Customer experiences a Chronic Outage with respect to a Service, Customer shall have the right to elect either of the following remedies, which must be claimed as described in this SLA: (i) substitute a different Service or a different circuit/path for the Service and circuit/path that experienced the Chronic Outage without incurring any Termination Charge or installation fees; or (ii) terminate the affected Service for the circuit/path that experienced the Chronic Outage without incurring any Termination Charge.

7. DEFINITIONS

For purposes of this SLA the following terms shall have the meanings set forth below.

“Astound Backbone Network” means Astound’s core fiber backbone that connects Astound’s POPs and regional hubs.

“Astound’s Commercial Network Operations Center” or “Astound’s CNOC” means Astound’s commercial network operations center, which is staffed 24x7x365.

“Astound Network” means all equipment, facilities and infrastructure that Astound uses to provide Services to Customer, and includes Customer’s access port. The “Astound Network” does not include Customer owned or leased equipment (unless leased from Astound), or any portion of Customer’s local area network after the demarcation point for the Services provided by Astound.

“Availability” means the ability of Customer to exchange Ethernet packets with the Astound Network via Customer’s router port. Availability is measured in minutes of uptime over the calendar month during which the Services are Available:

$$\begin{array}{lcl} \% \text{ Availability} & = & \frac{(\text{Total Minutes in Month} - \text{Total Minutes of Unavailability in Month})}{\text{Total Minutes in Month}} \\ \text{(per calendar month)} & & \end{array}$$

For Ethernet Transport Services and VoIP Services, Availability is calculated at the individual circuit level, between Astound’s Backbone Network and the Customer’s router port. For Dedicated Internet Access Services, Availability is calculated from the Customer’s router port through the Astound Network to the handoff point for the Internet. Dedicated Internet Access Service Availability does not include the availability of the Internet itself or any particular Internet resource. Periods of Excused Outage are not included in Availability metrics.

“Chronic Outage” means a series of three (3) or more Service Outages affecting the same Service on the same circuit during a given calendar month, each of which has an actual time to restore “TTR” in excess of Astound’s targeted MTTR.

“Emergency Maintenance” means Astound’s efforts to correct conditions on the Astound Network that are likely to cause a material disruption to or outage in services provided by Astound and which require immediate action. Emergency Maintenance may degrade the quality of the Services provided to Customer, including possible outages. Any such outages are Excused Outages that will not entitle Customer to credits under this SLA. Astound may undertake Emergency Maintenance at any time Astound deems necessary and will provide Customer with notice of such Emergency Maintenance as soon as commercially practicable under the circumstances.

“Excused Outage” means any disruption to or unavailability of Services caused by or due to (i) Scheduled Maintenance, (ii) Emergency Maintenance, or (iii) circumstances beyond Astound’s reasonable control, such as, by way of example only, Force Majeure Events, acts or omissions of Customer or Customer’s agents, licensees or end users, electrical outages not caused by Astound, or any failure, unavailability, interruption or delay of third-party telecommunications network components the use of which are reasonably necessary for Astound’s delivery of the Services to Customer.

“Jitter” or “Network Jitter” refers to a variation in the interval at which packets are received, also described as the variability in Latency as measured in the variability over time of the packet Latency across a network. Jitter is calculated as an aggregate average monthly metric measured by Astound across the Astound Backbone Network between a sample of Astound POPs. Local access loops are not included. Periods of Excused Outage are not included in Jitter metrics.

“Latency” means how much time it takes, measured in milliseconds, for a packet of data to get from one designated point on Astound’s Network to another designated point on Astound’s Network. Latency is calculated as an aggregate average monthly metric measured by Astound across the Astound Backbone Network between a sample of Astound POPs. Local access loops are not included. Periods of Excused Outage are not included in Latency metrics.

“Mean Time to Restore” or “MTTR” means the average time required to restore the Astound Network to a normally operating state in the event of an Outage. MTTR is calculated on a circuit basis, as a monthly average of the time it takes Astound to repair all Service Outages on the specific circuit. MTTR is measured from the time an Outage related Trouble Ticket is generated by the Astound CNOC until the time the Service is again Available. The cumulative length of Service Outages per circuit is divided by the

number of Trouble Tickets in the billing month to derive the monthly MTTR per circuit:

$$\text{MTTR in Hrs (per calendar month)} = \frac{\text{Cumulative Length of Service Outages Per Month Per Circuit}}{\text{Total Number of Trouble Tickets for Service Outages Per Month Per Circuit}}$$

Periods of Excused Outage are not included in MTTR metrics.

“Outage” means a disruption in the Service making the Service completely unavailable to Customer that is not an Excused Outage. For purposes of SLA-related credits and remedies, the period of unavailability begins when an Outage-related Trouble Ticket is opened by the Customer and ends when the connection is restored, as measured by Astound. Unavailability does not include periods of Service degradation, such as slow data transmission.

“Packet Loss” means the unintentional discarding of data packets in a network when a device (e.g., switch, router, etc.) is overloaded and cannot accept any incoming data. Packet Loss is calculated as aggregate average monthly metric measured by Astound across the Astound Backbone Network between a sample of Astound POPs. Local access loops are not included. Periods of Excused Outage are not included in Packet Loss metrics.

“Scheduled Maintenance” means any maintenance of the portion of the Astound Network to which Customer’s router is connected that is performed during a standard maintenance window (1:00AM – 6:00AM Local Time). Customer will be notified via email at least forty-eight (48) hours in advance of any scheduled maintenance that is likely to affect Customer’s Service.

“Trouble Ticket” means a trouble ticket generated through the Astound CNOC upon notification of a Service-related problem. Trouble Tickets may be generated by Astound pursuant to its internal network monitoring process, or by Customer’s reporting of a problem to the Astound CNOC. In order for Customer to be eligible for credits or remedies under this SLA, Customer must contact the Astound CNOC and open a Trouble Ticket regarding the problem; Trouble Tickets generated internally by Astound will not provide a basis for Customer credits or Chronic Outage remedies.

8. CLAIMING CREDITS AND REMEDIES

8.1 Requesting SLA Related Credits and Chronic Outage Remedies. To be eligible for any SLA-related Service credit or Chronic Outage remedy, Customer must be current in its financial obligations to Astound. Credits are exclusive of any applicable taxes charged to Customer or collected by Astound.

- (i) To claim SLA-related Service credits, Customer must do the following:
 - (a) Open a Trouble Ticket with the Astound CNOC within twenty-four (24) hours of the occurrence giving rise to the claimed credit(s);
 - (b) Submit a written request for the credit(s) to Customer’s account manager within fifteen (15) days after the end of the calendar month in which the incident giving rise to the credit(s) occurred; and
 - (c) Provide the following documentation when requesting the credit(s):
 - Customer name and contact information;
 - Trouble Ticket number(s);
 - Date and beginning/end time of the claimed Outage or failed SLA metric;
 - Circuit IDs for each pertinent circuit/path; and
 - Brief description of the characteristics of the claimed Outage or failed SLA metric.
- (ii) To claim remedies for a Chronic Outage under this SLA, Customer must do the following:
 - (a) Open a Trouble Ticket regarding the Chronic Outage with the Astound CNOC within seventy-two (72) hours of the last Outage giving rise to the claimed remedy;
 - (b) Submit a written request for a remedy regarding the Chronic Outage to Customer’s account

manager within thirty (30) days of the end of the calendar month in which the Chronic Outage occurred; and

- (c) Provide the following documentation when requesting the remedy:
- Customer name and contact information;
 - Type of remedy requested (e.g., substitution or termination);
 - Trouble Ticket numbers for each individual Outage event;
 - Date and beginning/end time of each of the claimed Outages;
 - Trouble Ticket number for the Chronic Outage at issue;
 - Circuit IDs for each pertinent circuit/path; and
 - Brief description of the characteristics of the claimed Chronic Outage.

If Customer fails to timely submit, pursuant to the procedure described in this Section, a request for any SLA-related credit or Service Outage remedy for which Customer might otherwise be eligible under this SLA, Customer shall be deemed to have waived its right to receive such credit or remedy. The credits and remedies provided by this SLA are Customer's sole and exclusive remedies for any and all claims or complaints regarding the quality and/or availability of any of the Services to which this SLA applies.

8.2 Astound's Evaluation of Claims. All claims for SLA-related credits and remedies for Chronic Outages are subject to evaluation and verification by Astound. Upon receiving a claim for SLA-related credit and/or remedies for Chronic Outage, Astound will evaluate the claim and respond to Customer within thirty (30) days. If Astound requires additional information in order to evaluate Customer's claim, Astound will notify Customer by email specifying what additional information is required. Customer will have fifteen (15) days from the date on which it receives Astound's request for additional information in which to provide the requested information to Astound. If Customer fails to provide the additional information within that time period, Customer will be deemed to have abandoned its claim. Astound will promptly notify Customer of Astound's resolution of each Customer claim. If Customer's claim for an SLA-related credit or Chronic Outage remedy is rejected, the notification will specify the basis for the rejection. If Customer's claim for a credit is approved, Astound will issue the credit to Customer's account, to appear on the next monthly invoice. If Customer's claim for a Chronic Outage remedy is approved, Astound will notify Customer of the date on which the requested substitution or termination will occur. Astound's determination regarding whether or not an SLA has been violated shall be final.

8.3 Limitations and Exclusions. Total credits for any given calendar month shall not exceed 100% of the MRC for the affected Service. Credits shall not be cumulative with respect to any given incident; instead, if multiple SLAs are violated during a single incident, Customer shall be entitled only to the largest applicable credit amount. This SLA will not apply and Customer will not be entitled to any credit under this SLA for any impairment of Services that is caused by or due to any of the following: (i) the acts or omissions of Customer, its agents, employees, contractors, or Customer's end users, or other persons authorized by Customer to access, use or modify the Services or the equipment used to provide the Services, including Customer's use of the Service in an unauthorized or unlawful manner; (ii) the failure of or refusal by Customer to reasonably cooperate with Astound in diagnosing and troubleshooting problems with the Services; (iii) scheduled Service alteration, maintenance or implementation; (iv) the failure or malfunction of network equipment or facilities not owned or controlled by Astound or Astound's Affiliates; (v) Force Majeure Events; (vi) Astound's inability (due to no fault of Astound) to access facilities or equipment as reasonably required to troubleshoot, repair, restore or prevent degradation of the Service; (vii) Astound's termination of the Service for cause, or as otherwise authorized by the Agreement; or (viii) Astound's inability to deliver Service by Customer's desired due date.

EXHIBIT B
to
Master Services Agreement for Enterprise Services

Service Level Agreement for Dark Fiber & Wavelength Services

This Service Level Agreement for Dark Fiber & Wavelength Services (this “SLA”) is a part of the Master Services Agreement for Enterprise Services – Governmental Customer (“MSA”) between Astound Business Solutions, LLC (“Astound”) and Customer. Unless otherwise provided in the applicable Service Order, this SLA applies to the following types of Services provided by Astound pursuant to the MSA: (i) dark fiber services, and (ii) wavelength services.

1. AVAILABILITY SLA

Astound’s dark fiber paths and wavelengths are designed to provide a target Availability of **at least 99.9%** per calendar month. If the Availability target is not met with respect to a given dark fiber path or wavelength in a given calendar month, Customer will be entitled to a credit in the amount set forth below, which must be claimed as described in this SLA. Customer credits for Outages of dark fiber or wavelength Services are calculated on an individual path basis, and the amount of any credit is based on the portion of MRC allocable to the affected Service.

Duration of Unavailability	Customer Credit as % of MRC for the applicable Service
Less than 45 minutes	Target Met
45 Min. up to 8 hours	5%
> 8 hours up to 16 hours	10%
> 16 hours up to 24 hours	20%
> 24 hours	35%

2. MEAN TIME TO RESTORE (“MTTR”) SLA

In the event of Outages in the Services, Astound’s CNOC is designed to provide a MTTR of **no greater than 6 hours**. If the target MTTR is not met for a particular dark fiber path or wavelength in a given calendar month, and Customer receives a Service from Astound on the path at issue, then Customer shall be entitled to remedies set forth in the table below, which must be claimed as described in this SLA.

Target MTTR	Actual MTTR	Customer Credit as % of MRC for the applicable Service
6 hr MTTR	≤ 6 Hrs.	Target Met
	> 6 Hrs. to 10 Hrs.	5%
	> 10 Hrs. to 18 Hrs.	10%
	> 18 Hrs.	20%

3. CHRONIC OUTAGE

If Customer experiences a Chronic Outage with respect to a Service, Customer shall have the right to elect either of the following remedies, which must be claimed as described in this SLA: (i) substitute a different Service or a different path for the Service that experienced the Chronic Outage without incurring any Termination Charge or installation fees; or (ii) terminate the affected Service for the path that experienced the Chronic Outage without incurring any Termination Charge.

4. DEFINITIONS

For purposes of this SLA the following terms shall have the meanings set forth below.

“Astound’s Commercial Network Operations Center” or “Astound’s CNOC” means Astound’s commercial network operations center, which is staffed 24x7x365.

“Astound Network” means all equipment, facilities and infrastructure that Astound uses to provide Services to Customer, and includes Customer’s access port. The “Astound Network” does not include Customer owned or leased equipment (unless leased from Astound), or any portion of Customer’s local area network after the demarcation point for the Services provided by Astound.

“Availability” means the dark fibers or the wavelength at issue is available to and accessible by Customer at the specified locations, is capable of transmitting signals and can otherwise be used by Customer. Availability does not involve the quality of data transmission. Periods of Excused Outage are not included in the Availability metric. Astound does not monitor the use or availability of dark fiber or wavelength Services, thus any Outage must be reported to Astound by Customer.

“Chronic Outage” means a series of three (3) or more Service Outages affecting the same Service on the path during a given calendar month, each of which has an actual time to restore “TTR” in excess of Astound’s targeted MTTR.

“Emergency Maintenance” means Astound’s efforts to correct conditions on the Astound Network that are likely to cause a material disruption to or outage in Services provided by Astound and which require immediate action. Emergency Maintenance may degrade the quality of the Services provided to Customer, including possible outages. Any such outages are Excused Outages that will not entitle Customer to credits under this SLA. Astound may undertake Emergency Maintenance at any time Astound deems necessary and will provide Customer with notice of such Emergency Maintenance as soon as commercially practicable under the circumstances.

“Excused Outage” means any disruption to or unavailability of Services caused by or due to (i) Scheduled Maintenance, (ii) Emergency Maintenance, or (iii) circumstances beyond Astound’s reasonable control, such as, by way of example only, Force Majeure Events, acts or omissions of Customer or Customer’s agents, licensees or end users, electrical outages not caused by Astound, or any failure, unavailability, interruption or delay of third-party telecommunications network components the use of which are reasonably necessary for Astound’s delivery of the Services to Customer.

“Mean Time to Restore” or “MTTR” means the average time required to restore the Service(s) to a normally operating state in the event of an Outage. MTTR is calculated on a path/route basis, as a monthly average of the time it takes Astound to repair all Service Outages on the specific path/route. MTTR is measured from the time Customer opens an Outage related Trouble Ticket is with the Astound CNOC until the time the Service is again Available. The cumulative length of Service Outages per circuit is divided by the number of Trouble Tickets in the billing month to derive the monthly MTTR per circuit:

$$\text{MTTR in Hrs (per calendar month)} = \frac{\text{Cumulative Length of Service Outages Per Month Per Circuit}}{\text{Total Number of Trouble Tickets for Service Outages Per Month Per Circuit}}$$

Periods of Excused Outage are not included in MTTR metrics.

“Outage” means a disruption in the Service making the Service completely unavailable to Customer that is not an Excused Outage. For purposes of SLA-related credits and remedies, the period of unavailability begins when an Outage-related Trouble Ticket is opened by the Customer and ends when the connection is restored, as measured by Astound. Unavailability does not include periods of Service degradation, such as slow data transmission.

“Scheduled Maintenance” means any maintenance of the portion of the Astound Network to which Customer’s demarc is connected that is performed during a standard maintenance window (1:00AM – 6:00AM Local Time). Customer will be notified via email at least forty-eight (48) hours in advance of any scheduled maintenance that is likely to affect Customer’s Service.

“Trouble Ticket” means a trouble ticket generated through the Astound CNOC upon notification of a Service-related problem. In order for Customer to be eligible for credits or remedies under this SLA, Customer must contact the Astound CNOC and open a Trouble Ticket regarding the problem.

5. CLAIMING CREDITS AND REMEDIES

5.1 Requesting SLA Related Credits and Chronic Outage Remedies. To be eligible for any SLA-related Service credit or Chronic Outage remedy, Customer must be current in its financial obligations to Astound. Credits are exclusive of any applicable taxes charged to Customer or collected by Astound.

- (i) To claim SLA-related Service credits, Customer must do the following:
 - (a) Open a Trouble Ticket with the Astound CNOC within twenty-four (24) hours of the occurrence giving rise to the claimed credit(s);
 - (b) Submit a written request for the credit(s) to Customer’s account manager within fifteen (15) days after the end of the calendar month in which the incident giving rise to the credit(s) occurred; and
 - (c) Provide the following documentation when requesting the credit(s):
 - Customer name and contact information;
 - Trouble Ticket number(s);
 - Date and beginning/end time of the claimed Outage or failed SLA metric;
 - Circuit IDs for each pertinent circuit/path; and
 - Brief description of the characteristics of the claimed Outage or failed SLA metric.
- (ii) To claim remedies for a Chronic Outage under this SLA, Customer must do the following:
 - (a) Open a Trouble Ticket regarding the Chronic Outage with the Astound CNOC within seventy-two (72) hours of the last Outage giving rise to the claimed remedy;
 - (b) Submit a written request for a remedy regarding the Chronic Outage to Customer’s account manager within thirty (30) days of the end of the calendar month in which the Chronic Outage occurred; and
 - (c) Provide the following documentation when requesting the remedy:
 - Customer name and contact information;
 - Type of remedy requested (e.g., substitution or termination);
 - Trouble Ticket numbers for each individual Outage event;
 - Date and beginning/end time of each of the claimed Outages;
 - Trouble Ticket number for the Chronic Outage at issue;
 - Circuit IDs for each pertinent circuit/path; and
 - Brief description of the characteristics of the claimed Chronic Outage.

If Customer fails to timely submit, pursuant to the procedure described in this Section, a request for any SLA-related credit or Service Outage remedy for which Customer might otherwise be eligible under this SLA, Customer shall be deemed to have waived its right to receive such credit or remedy. The credits and remedies provided by this SLA are Customer’s sole and exclusive remedies for any and all claims or complaints regarding the quality and/or availability of any of the Services to which this SLA applies.

5.2 Astound’s Evaluation of Claims. All claims for SLA-related credits and remedies for Chronic Outages are subject to evaluation and verification by Astound. Upon receiving a claim for SLA-related credit and/or remedies for Chronic Outage, Astound will evaluate the claim and respond to Customer within thirty (30) days. If Astound requires additional information in order to evaluate Customer’s claim, Astound will notify Customer by email specifying what additional information is required. Customer will have fifteen (15) days from the date on which it receives Astound’s request for additional information in which to provide the requested information to Astound. If Customer fails to provide the additional information within that time period,

Customer will be deemed to have abandoned its claim. Astound will promptly notify Customer of Astound's resolution of each Customer claim. If Customer's claim for an SLA-related credit or Chronic Outage remedy is rejected, the notification will specify the basis for the rejection. If Customer's claim for a credit is approved, Astound will issue the credit to Customer's account, to appear on the next monthly invoice. If Customer's claim for a Chronic Outage remedy is approved, Astound will notify Customer of the date on which the requested substitution or termination will occur. Astound's determination regarding whether or not an SLA has been violated shall be final.

5.3 Limitations and Exclusions. Total credits for any given calendar month shall not exceed 100% of the MRC for the affected Service. Credits shall not be cumulative with respect to any given incident; instead, if multiple SLAs are violated during a single incident, Customer shall be entitled only to the largest applicable credit amount. This SLA will not apply and Customer will not be entitled to any credit under this SLA for any impairment of Services that is caused by or due to any of the following: (i) the acts or omissions of Customer, its agents, employees, contractors, or Customer's end users, or other persons authorized by Customer to access, use or modify the Services or the equipment used to provide the Services, including Customer's use of the Service in an unauthorized or unlawful manner; (ii) the failure of or refusal by Customer to reasonably cooperate with Astound in diagnosing and troubleshooting problems with the Services; (iii) scheduled Service alteration, maintenance or implementation; (iv) the failure or malfunction of network equipment or facilities not owned or controlled by Astound or Astound's Affiliates; (v) Force Majeure Events; (vi) Astound's inability (due to no fault of Astound) to access facilities or equipment as reasonably required to troubleshoot, repair, restore or prevent degradation of the Service; (vii) Astound's termination of the Service for cause, or as otherwise authorized by the Agreement; or (viii) Astound's inability to deliver Service by Customer's desired due date.

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PARKS AND RECREATION DEPARTMENT

To: Mayor and Town Council

From: Dan Baker, Director of Parks and Recreation

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

Re: Subject – ZapStand Contract

Town Council Meeting – June 24, 2025

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon a contract between the Town of Prosper and ZapStand, LLC for the equipment lease, installation, maintenance, and management of four emergency kiosks with AEDs to be placed in Frontier, Lakewood, and Raymond Community Parks.

Description of Agenda Item:

Staff are requesting to enter into an agreement to lease four AED kiosks that will be placed in high traffic locations within three parks – Frontier Park (2 kiosks), Lakewood Park, and Raymond Community Park. The kiosks will provide unobstructed public access to AEDs in these three parks. The kiosks are owned by and will be managed and maintained by ZapStand, LLC. The Town is utilizing NCTCOG TXShare cooperative contract 2024-074.

Frontier Park currently has AEDs located inside the concession stands, but these are only accessible during league play when concession stands are open. The AEDs require a climate-controlled environment which the kiosks offer.

If technological advancements occur during the term of this agreement which render the units, or an element thereof, obsolete, the vendor shall promptly replace the obsolete units with new units at the vendor's sole cost and expense.

Mayor Bristol, Director of Parks and Recreation Dan Baker, and members of the Fire Department were present at the initial presentation given by the vendor and agreed that these kiosks are important to the park system and community. The Parks and Recreation Board also received a presentation by staff and have recommended the addition of these kiosks at the listed parks.

Budget Impact:

Funds are available in FY 2024-2025 budget account 16061010 – 54800.

The one-time leasing cost of \$2,500 per unit for the equipment shall be paid by wire transfer or check in installments as follows: 50% at the time Customer signs the Service Agreement, and 50% at the acceptance of installation and activation of the equipment.

The yearly Service Fee (for monitoring, maintenance, etc.) will grow at 3% per year and has an initial cost of \$5,800.00 per ZapStand unit. Within 60 days after receiving payment of the Service Fee, the supplier will rebate back to the Town \$3,300 per unit, such that the net effect to the Town is a cost of \$2,500 per year + 3% growth for inflation in subsequent years.

One-time Leasing Cost (\$2,500 x 4 units)	\$10,000
Annual Service Fee (\$5,800 x 4 units)	<u>\$23,200</u>
Total	\$33,200
 Rebate (\$3,300 x 4 units)	 <u>\$13,200</u>
 New Total	 \$20,000

Legal Obligations and Review:

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

Attached Documents:

1. ZapStand Contract

Town Staff Recommendation:

Town Staff recommend approval of a contract between the Town of Prosper and ZapStand, LLC for the equipment lease, installation, maintenance, and management of four emergency kiosks with AEDs to be placed in Frontier, Lakewood, and Raymond Community Parks.

Proposed Motion:

I move to approve a contract between the Town of Prosper and ZapStand, LLC for the equipment lease, installation, maintenance, and management of four emergency kiosks with AEDs to be placed in Frontier, Lakewood, and Raymond Community Parks.



MANAGED EQUIPMENT SERVICE LEVELS AND LEASE AGREEMENT ("SERVICE AGREEMENT")
PART 1
LEASE TERMS AND CONDITIONS

1. EQUIPMENT.

Supplier is the sole owner of the emergency kiosks with Automatic External Defibrillators ("AEDs") and digital displays (collectively, the "Equipment") that are the subject of the Service Agreement. Customer owns, rents or controls certain real property at the site locations approved by Customer for placement of each Unit ("Premises") and is authorized to enter into the Service Agreement. Supplier desires to place the Equipment on or in the Premises at locations selected by Customer for the purpose of deploying emergency AED kiosks for use by Customer's customers and/or the general public. Upon the request of Supplier, Customer agrees to grant Supplier the right to place the Equipment in certain outdoor locations approved by Customer. Supplier shall be responsible for the installation and maintenance of the Equipment. At the written request of Customer, from time to time one or more units of Equipment may be added to the Premises hereafter, in which case such additional Equipment shall be subject to the Service Agreement. The Equipment shall not be removed from the Premises except as otherwise provided in the Service Agreement. Supplier shall have the sole and exclusive right to sell, produce, manufacture, and place sponsorships for third parties or Customer on or within the Equipment, subject to the terms and conditions of the Service Agreement.

2. DAMAGE, THEFT, LIABILITY REQUIREMENTS.

Customer shall make no alteration or addition to the Equipment, and shall not permit anyone, other than authorized representatives of Supplier, to perform any service, maintenance, removal, or repairs of the Equipment without Supplier's prior written approval during the term(s) of the Service Agreement, except as otherwise provided in the Service Agreement. In the event that Supplier contends that Customer has damaged the Equipment, Supplier shall be entitled to submit a claim to Customer, which will be reviewed and considered pursuant to Customer's then-existing policies and procedures governing similar claims.

3. AVAILABILITY.

Except as otherwise provided in the Service Agreement, Customer agrees for the term of the Service Agreement that Customer shall not make unavailable, obstruct or make inoperable the Equipment during normal business hours of the Premises. Each party shall reasonably notify the other party of any material change that a party becomes aware of in the condition of the Equipment. Supplier shall be responsible for any and all maintenance, repair, improvements or removal of the Equipment and sponsorship content during the term of the Service Agreement. In addition, Customer shall make the Equipment available to Supplier during reasonable business hours for maintenance, repair, improvements or the like.

4. CUSTOMER REPS & WARRANTIES.

Customer warrants that it is the owner of the Premises or that if it holds a lease or option to renew the lease for a part or parts of the Premises that lease or option to renew a lease is of equal or greater length than the initial term of the Service Agreement. It is lawfully and duly constituted in compliance with all applicable laws, rules and regulations of the Federal Government, as well as the State, County and City in which Customer and the Equipment are located, and will observe all laws, rules and regulations relating to the use, licensing or operation of the

Equipment.

5. TERMS OF PAYMENT.

Customer shall pay Supplier the amounts specified in Part 2 of the Service Agreement. Payment shall be made in the following manner:

- A. The one-time leasing cost of the Equipment shall be paid by wire transfer or check in installments as follows: 50% at the time Customer signs the Service Agreement, and 50% at the acceptance of installation and activation of all of the Equipment.
- B. The annual Service Fee shall be paid by wire transfer or check on January 1 of each year of the lease, with the first prorated payment being made on the Customer's initial acceptance of installation and activation of the Equipment. CUSTOMER AGREES THAT IT IS UNCONDITIONALLY OBLIGATED TO PAY ALL SERVICE FEE CHARGES AND ANY OTHER AMOUNTS DUE UNDER THIS LEASE IN ALL YEARS OF THIS TWENTY YEAR LEASE. CUSTOMER AGREES TO BE BOUND BY OTHER TERMS AND CONDITIONS HIGHLIGHTED IN EXHIBIT C.

6. FORCE MAJEURE.

Neither party shall be considered in default in the performance of its obligation should its performance thereof be delayed or prevented by force majeure. "Force majeure" shall include, but shall not be limited to: hostilities, revolution, riots, strikes, epidemic, accident, fire, flood, earthquake, wind storm, explosion, lack of or failure of transportation facilities or power facilities, regulation or ordinance, any requirement or act of any government or governmental agency having or claiming to have jurisdiction over the subject matter of the Service Agreement or the parties, any act of God, or any cause, which is reasonably beyond the control and without the fault or negligence of the parties.

7. INDEMNIFICATION.

Supplier shall indemnify and hold harmless the Customer from and against any and all claims and liabilities arising from or in connection with the content or subject matter of Supplier's sponsorships. Further, any and all sponsorships produced, provided, and displayed by either party herein are and shall remain the sole property of such party, including, without limitation, any and all trademarks, copyrights, brand names, and other intellectual property reflected and displayed within the sponsorships. This subsection shall survive termination of this Service Agreement.

8. SUPPLIER'S LIMITED LIABILITY TO MUNICIPALITY.

Supplier shall comply with all applicable laws and regulations, and obtain necessary licenses, permits or registrations to conduct its business.

9. NEW TECHNOLOGY.

If technology advancements occur during the Term (hereinafter defined) of this Agreement, which render the Units, or an element thereof, obsolete, Contractor shall promptly replace the obsolete Units or element thereof with new Units or elements thereof with the new technology incorporated therein at Contractor's sole cost and expense. In addition, Contractor shall use commercially reasonable efforts to: (a) be proactive in identifying opportunities to implement new technologies that will improve and support the Units and the Services; (b) work together with City to identify opportunities to implement new technology which may be advantageous with respect to the Units and the Services; (c) maintain a level of currency, knowledge and technology that allows Contractor to take advantage of technological advances with respect to the Units and the Services; and (d) meet with City periodically upon City's reasonable request to discuss any new technology or technology trends that may develop over the Term of this Agreement.

10. SUBJECT TO ANNUAL APPROPRIATIONS.

While payment to Contractor of the Annual Service Fee is considered to be required and irreversible as stated in 5(B) above, Contractor and Prosper acknowledge and agree that the continuation of this Agreement after the close of any given fiscal year of Prosper which fiscal year ends on September 30th of each year, shall be subject to The Town of Prosper Town Council approval. In the event that the Town Council, only under extraordinary

circumstances, does not approve the appropriation of funds for this Agreement, Prosper's duties and obligations under this Agreement shall be permanently and irrevocably released at the end of the fiscal year for which funds were appropriated without further action by either party, and the parties shall have no further obligations hereunder, except that (a) Prosper shall be obligated to pay monies owed Contractor for Services it has provided pursuant to this Agreement through the end of that fiscal year provided that Contractor is not in breach of this Agreement; and (b) Contractor is entitled to keep the Units in place for the remainder of the Term, and should Contractor elect to do so, Contractor shall continue performance of this Agreement and retain all obligations, duties, rights and privileges under this Agreement.

In such a case, the Town would still be obligated under Section 5(B) of this Agreement to pay the annual service fee. Contractor would be responsible for rebating the entire amount of the service fee back to the Town within 60 days of its payment.

**MANAGED EQUIPMENT SERVICE LEVELS AND LEASE SERVICE AGREEMENT
PART 2
SPECIAL CONDITIONS & SERVICE LEVELS**

1. Product.

ZapStand - Emergency AED Kiosks; and

2. Product deployment.

FOUR (4) ZapStand Units to be placed in prominent places in Customer's parks, or other high-traffic locations owned or controlled by Customer. Supplier and Customer will determine the location of the Units by mutual agreement, but Customer retains sole, final discretion on final site selection for placement of Units (Exhibit A)

3. Supplier.

ZapStand, LLC, or its assignee as permitted in the Agreement Documents.

4. Customer.

The Town of Prosper.

5. Structure & Term of Service Agreement.

Customer and Supplier will sign a 20-year Managed Equipment Service Levels & Lease Service Agreement for the Units ("Service Agreement"), of which this Section comprises Part 2, and the Agreement between the Town of Prosper, Texas and ZapStand, LLC ("Lease Agreement" and together with the Service Agreement and all attachments and exhibits thereto, the "Agreement").

6. Pricing.

The one-time leasing costs for Units shall be:
\$2,500.00 per ZapStand Unit

The initial yearly Service Fee, (for monitoring, maintenance, etc.) which shall grow at 3% per year, shall be: \$5,800.00 per ZapStand Unit. Supplier will rebate back to the Customer within 60 days of the payment of the Service Fee an amount of \$3,300, such that the net effect to the Customer is a cost of \$2,500 per year + 3% growth for inflation, growing at 3% each subsequent year.

7. Managed Equipment Service Levels & Lease Service Agreement.

Supplier will execute this Service Agreement for the rental of the Units by Customer, in return for which Supplier will assume responsibility for the management, tracking, training, video monitoring, maintenance, remote access control, and support of the Units (collectively, the "Service"), details of the equipment and service to be provided in Exhibit B – ZapStand Specs.

8. Site Preparation.

Customer will be responsible for actual costs of construction of "pad ready" sites to accommodate installation of the Units by Supplier, according to reasonable specifications agreed to between Supplier and Customer, which are to be prepared by Supplier (cement pads with 6 anchor points and electricity suitable for Supplier) (collectively, the "Site Preparation Costs").

9. Installation.

Supplier shall install the Units to the satisfaction of Customer. Customer is welcome to oversee the installation at its own cost.

10. Indemnification.

Supplier shall defend, indemnify, and save harmless Customer and all its officers, managers, directors, agents, contractors and employees and all entities, their officers, managers, directors, agents, contractors and employees from and against any and all claims, liabilities, costs, attorneys' fees, losses or expenses, brought for or on account of any injuries, including death, or damages, that directly or indirectly arise or result from the pad site construction or the installation, location, use, maintenance or removal of the Equipment and any other products covered by the Service Agreement accruing after the date of the Service Agreement or received or sustained by any person, persons or property on account of any negligent or unlawful act or omission or default of the Service Agreement by Supplier or Supplier's officers, managers, directors, agents, employees, contractors, subcontractors and any other person or entity for whom Supplier is legally responsible in connection with a Unit or Service, or of any manager, officer, director, representative, employee, contractor, subcontractor or supplier in the execution of, or performance under, the Service Agreement or any other contract which may result from the Agreement, all regardless of Customer's joint or concurrent negligence. This Section shall survive termination of the Agreement.

11. Intellectual Property Rights.

Supplier agrees to defend, indemnify and hold Customer and all its officers, managers, agents and employees harmless from any claim involving patent right, copyright or other intellectual property right infringement on goods supplied under the Agreement. This Section shall survive termination of the Agreement.

12. Insurance.

Supplier acknowledges and shall comply with the insurance requirements placed upon it by Customer for the installation of the Units' emergency kiosks. Supplier will provide to Customer proof of insurance, acceptable to Customer at Customer's sole discretion, before installation.

13. Timeline.

Supplier shall install all Units within 365 days Customer signs the Service Agreement and pays the Deposit, comprising the first payment due under Section 5A of Part 1 of the Service Agreement.

14. Advertising Rights.

During the term of the Service Agreement, Supplier will have the exclusive right to enter into agreements for advertisements & sponsorships to be placed on digital screens located within the Units, subject to the following:

Operation of the Screens. In operating the screens and displaying messages or images on the Units, Supplier shall not operate or display messages or images between the hours of 10:00pm to 7:00am CST on any day, and otherwise shall conform to all valid and applicable laws and regulations, including laws and regulations pertaining to advertising on display to members of the public on externally visible surfaces. Notwithstanding anything to the contrary herein, Customer will not display any message or image on the Units or the Units' digital screens that in the reasonable judgment of Customer's City Manager or his/her designee:

- Is false, misleading or deceptive;
- Promotes the sale or use of tobacco or tobacco substitute products, alcoholic beverages or illegal drugs, whether directly or indirectly;
- Depicts or promotes violence or anti-social behavior or relates to illegal activity;
- Contains or depicts obscene material, or promotes sexually oriented business;
- Promotes or opposes a candidate for public office, a political party or movement, a measure or otherwise constitutes political advertising as defined in the Texas Election Code, as it exists or may be amended;
- Holds a person or group of persons up to public ridicule, derision, or embarrassment, or defames a person or group of persons; or
- Contains language or images that is obscene, vulgar, profane, or scatological, or that presents a clear-and-present danger of causing riot, disorder or imminent threat to the public safety, peace or order.

Supplier shall have the right to replace the ZapStand logo at the top of each unit with the logo of a sponsor.

Supplier shall have the absolute right to enter into programmatic advertising agreements.

In the event a message or image is displayed on a Unit or on the digital screen of a Unit in violation of this Section or the Service Agreement, Supplier shall permanently remove such message or image no later than 72 hours after receiving written notice of the same from Customer.

15. Donation of Rotations.

ZapStand will donate 2 digital rotations to Customer for promotion of city events and activities. Customer will have the right to change the creative once each quarter or more often if agreed upon in writing. All Customer creative creation is customer's sole responsibility. These rotations are for the public good and are not to be sold by Customer.

16. Confidentiality Agreement.

Customer recognizes that future efforts by Supplier to secure business in other areas may be inhibited and damaged by the unauthorized disclosure of any proprietary or trade secret information related to this transaction or discussions between parties. As such, Customer agrees to keep all negotiations with Supplier involving proprietary or trade secret information, including lease price, valuations and financial information strictly confidential, except as otherwise required by applicable law, including but not limited to the Texas Public Information Act and the Texas Open Meetings Act.

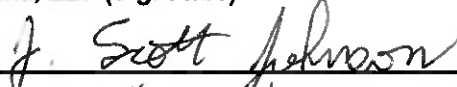
Town of Prosper (Signature)

Name _____

Title _____

Date _____

ZapStand, LLC (Signature)



Name Scott Johnson

Title CEO

Date 6/18/25

Exhibit A
Town of Prosper Locations
Frontier Park

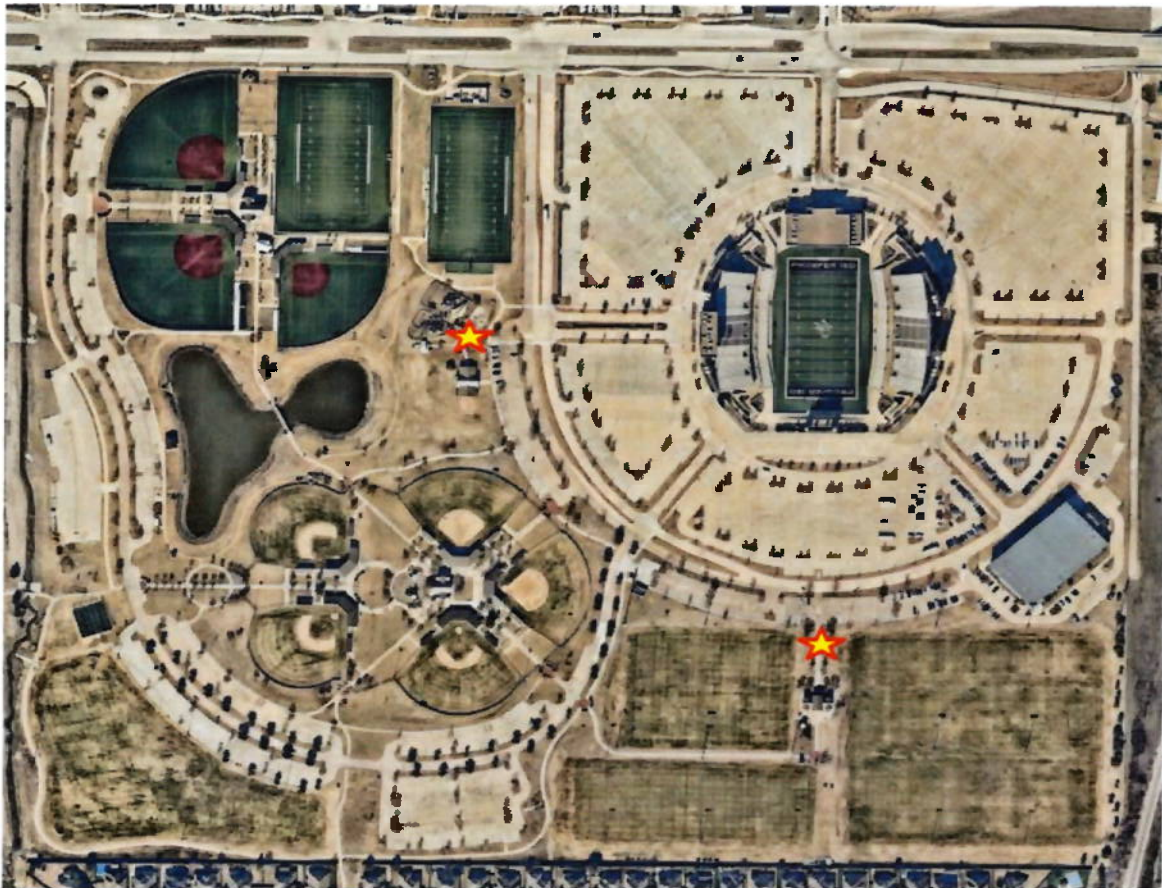


Exhibit A (continued)
Lakewood Park



Exhibit A (Continued) Raymond Park

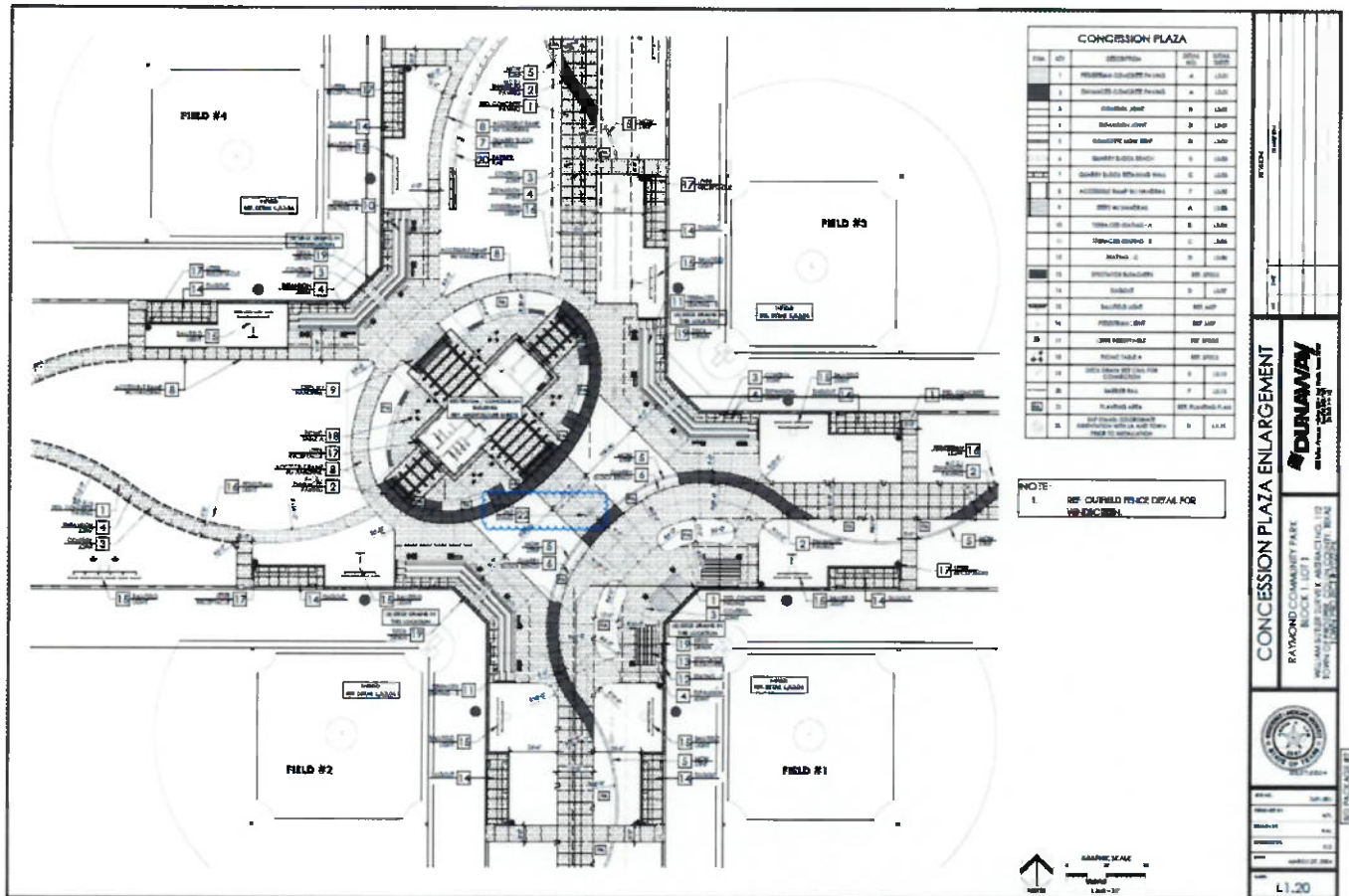


Exhibit B
ZapStand Specs

ZAPSTAND™ Co-ordinated AED Emergency Response System:

- ZapStand Pedestrian Emergency Kiosk with AED/EMS Link
- ZapMount Alarmed Mounted Indoor Outdoor Enclosure with Security Camera
- Defibnet SmartCase 24/7 Monitoring of AED Health, Emergency Use, Location, and Presence

Conformant with Defibrillator Guidelines www.defibrillatorguidelines.com
ISO Certified

Technical Specifications

Powerheart AED G3 Automatic

AED Operation and Use
+ The AED shall automatically activate upon lid opening.
+ The AED shall have voice and text prompts to guide the user through the rescue process in a simple step-by-step manner based on current Resuscitation Guidelines.
+ The AED shall have RescueCoach™ user-paced voice instructions to guide the user through the rescue process.
+ The AED shall have a backlit LCD text display, which features rescue prompt, elapsed rescue time, number of shocks administered, and a CPR countdown.
+ The AED shall have CPR cadence with a metronome sound or verbal prompt, "Press," to guide compression frequency.
+ The AED shall have the ability to treat adult patients with the pre-connected defibrillation pads.
+ The AED shall have pediatric capability with the use of defibrillation pads designed specifically for pediatric patients.
+ The AED shall automatically detect the type of defibrillation pads. Upon detection, the AED shall utilize the appropriate CPR and shock protocols as defined by the configuration, whether for adult or pediatric use.
+ The AED shall deliver a shock within 10 seconds (typically) of a shock decision post CPR.
+ The AED shall have the optional capability to support CPR feedback, providing the rescuer guidance in accordance with current Resuscitation Guidelines.

- + The AED shall automatically detect if the defibrillation electrode with CPR Feedback is present and provides feedback if it is in use.
- + The AED shall have the optional capability to support dual language. With a single button press, the device shall change from primary language to an alternate language at any point during a rescue.
- + The AED shall have the ability to inform the user if the defibrillation pads are expired or previously used.
- + The AED shall have the ability to inform the user of the status and capacity of the battery via audible alerts, voice and visual prompts.

Shock Delivery – Automatic

- + The AED shall provide a 3 second countdown prior to automatically delivering shock – if required.
- + The AED shall confirm shock delivery with both voice and text prompts and advise when the rescuer may touch the patient.

Data Recording and Documentation

- + The AED shall provide 90 minutes of internal storage.
- + The AED shall provide multiple rescue functionality.
- + The AED shall store rescue event, device, configuration, and maintenance data.
- + The AED shall permit all AED and rescue information to be downloaded via direct connection USB cable to a PC or removable USB flash drive.
- + The AED shall automatically begin uploading the AED and rescue information when a removable USB drive is detected.
- + The AED shall summarize rescue data including; time, number of defibrillation shocks given, length of rescue, and status of AED at time of rescue.

Automated Self-Tests

- + The AED shall perform a daily automated self-test to confirm the presence and function of defibrillation pads, and test the battery, and electronics.
- + The AED shall perform a weekly automated self-test to confirm the presence and function of the defibrillation pads, and test the battery, electronics, plus conduct a partial charge of the high voltage module.
- + The AED shall perform a monthly automated self-test to confirm the presence and function of the defibrillation pads, and test the battery, electronics, plus conduct a full energy charge and discharge test to ensure device readiness for full-scale rescue attempts.
- + The AED shall perform a weekly and monthly automated self-test to confirm the presence and function of the CPR Feedback accelerometer.
- + The AED shall warn the user with an electromechanical visual indicator and audible alerts if the system fails any of the automated self-tests and is not ready for use.
- + The audible warning tone will continue to sound every 30 seconds until the lid is opened or battery energy is depleted.

Therapy / Waveform

- + The AED shall support a waveform that is a Biphasic Truncated Exponential.
- + The AED shall utilize a shock sequence of “variable” escalating energy.

- + The AED waveform shall deliver variable energy levels customized to patient impedances between 25 Ohms-175 Ohms.
- + The AED shall offer user selectable energy settings for adult and pediatric protocols separately.
- + The AED shall provide therapy within a pediatric energy range of 22J-82J depending on programmed energy settings and patient impedance.
- + The waveform shall compensate for a patient's impedance level.
- + The waveform shall respond to patient's Cellular Response Curve by providing charge balancing, with a waveform that achieves a charge balancing index (CBI) of greater than 99% over most patient impedances.
- + The AED shall not shock a patient inadvertently if the patient does not require a shock.
- + The AED shall automatically synchronize delivery of a defibrillation shock with the patient's electrocardiogram R wave. If AED is unable to synchronize, it will deliver an unsynchronized shock if a shock is necessary.
- + The AED shall automatically disarm and cancel the shock if the victim's heart rhythm converts from a shockable to a non-shockable heart rhythm after a shock decision is rendered.
- + The AED shall have 0.08mV asystole threshold, baseline to peak.
- + The AED shall automatically detect noise (artifact) with the ECG rhythm, and alert the rescuer of the condition via a voice prompt.

Defibrillation Pads

- + One pair of pre-connected defibrillation pads shall be included with each AED. The sealed Defibrillation Pad pouch shall include partially exposed lead wire and connector.
- + Adult Defibrillation Pads shall always be installed and ready to use in AED prior to rescue.
- + All defibrillation pads, adult or pediatric, shall be single use.
- + All defibrillation pads, adult or pediatric, shall be disposable.
- + All defibrillation pads, adult or pediatric, shall be shipped to the customer with a minimum shelf life of two years.
- + All defibrillation pads, adult or pediatric, shall be non polarized and interchangeable allowing the user to place either pad in the proper body position.
- + A diagram to assist in proper pad placement shall be available on both pad package and on each individual pad.
- + The adult and pediatric defibrillation pads shall have a clearly identifiable tabbed region to allow for each pad to be easily removed from the blue plastic liner. And, the blue liner shall include a loop handle to assist in the peeling process.

AED Manager software

- + The AED shall provide either 'press faster' or 'press slower' corrective compression rate voice and text prompting when using the CPR Feedback/Adult Defibrillation Electrode set.

+ The AED shall provide either 'press harder and fully release' or 'press softer' corrective compression depth voice and text prompting when using the CPR Feedback/Adult Defibrillation Electrode set.

+ The AED's CPR Feedback shall include a non-slip surface and pictorial to denote placement on patient chest.

AED Configuration Options

+ The AED Manager software, in Administrator mode, shall allow medical directors/administrators or their designees to program devices to meet their protocols for AED use.

+ Parameters can be programmed on the AED via direct connection with USB cable to a PC or removable USB flash drive.

+ The AED shall automatically begin uploading the AED and rescue information when a removable USB drive is detected.

+ The AED Manager software shall allow the AED default language to be configured if it is a dual language device.

+ The AED Manager software shall provide up to three levels of AED voice / text prompting: basic, standard, and advanced (enhanced).

+ The AED default start up prompt shall be user selectable.

+ The administrator shall be able to select CPR First prompting / AED functionality.

+ The AED Manager software shall allow the user to select shock protocols for both adult and pediatric protocols separately.

+ The AED Manager software shall allow for adjustment of the VF/VT rate for both adult and pediatric rhythm detection separately.

+ The AED Manager software shall allow for adjustment of the SVT rate or to turn SVT off for adult rhythm detection.

+ The AED Manager software shall allow for adjustment of the SVT rate or to turn SVT off for pediatric rhythm detection.

+ The AED Manager software shall allow the configuration of the maximum shocks per sequence between one shock or three shocks.

+ The AED Manager software shall allow the administrator to enable or disable same energy after conversion.

+ The AED Manager software shall allow independent CPR configurations for both adult and pediatric.

+ The AED Manager software shall allow for CPR feedback customization. This includes determining the rate and depth ranges for which prompt guidance will be given.

+ The AED clock shall be able to be synchronized to PC clock through direct connection to a PC.

+ The AED Manager software shall offer administrators to select between a 'Press' voice prompt or traditional 'Ping' CPR metronome.

AED Physical and Environmental

+ The AED weight shall not exceed 2.6 kg (5.7lb), which includes AED, battery, and defibrillation pads.

+ The AED shall be water and foreign object resistant to a minimum of IEC 60529, IP55 classification.

+ The AED shall have a solid, integrated carrying handle for easy portability.
+ Dimensions of the AED shall not exceed 30 cm (11.8") in depth by 23 cm (9.0") in width by 9 cm (3.4") in Height.
+ The AED shall be capable of operating in temperatures ranging from 0°C to +50°C (32°F to +122°F).
+ The AED shall be capable of operating in relative humidity ranging from 10%-95% (non-condensing).
+ The AED shall be capable of withstanding atmospheric pressure of 700 hPa to 1060 hPa (Minimum: 570 hPa and Maximum: 1060 hPa)
+ The AED shall be capable of withstanding CSA evaluated altitudes of -382 m to 3000 m. Minimum: -382 m (approximate; calculated from pressure) Maximum: 4594m (approximate; calculated from pressure)
+ The AED shall be able to be stored -30°C to 65°C (-22°F to 149°F) for three consecutive days.
+ The AED shall meet the following classifications per IEC 60601-1: Portable, internally powered equipment with a defibrillator-proof, type BF patient connection, cannot be sterilized, is not suitable for use in presence of flammable mixtures or oxygen, is rated for continuous operation.
+ The AED shall meet the following classification per IEC60601-2-4: A frequent use, Automated External Defibrillator.
+ The AED shall meet ANSI/AAMI/IEC 60601-1: Medical Electrical Equipment Part 1: General Requirements for Basic Safety and Essential Performance
+ The AED shall meet CAN/CSA-C22.2 No. 60601-1: Medical Electrical Equipment – Part 1: General Requirements for Basic Safety and Essential Performance.
+ The AED shall meet ANSI/AAMI/IEC 60601-2-4: Medical Electrical Equipment Part 2: Particular Requirements for Basic Safety and Essential Performance of Cardiac Defibrillators.
+ The AED shall meet ANSI/AAMI/IEC 60601-1-2: Medical Electrical Equipment Part 1-2: General Requirements for Basic Safety and Essential Performance Collateral Standard: Electromagnetic Compatibility-Requirements and Tests Edition 3.0 (per the modifications stated in IEC 60601-2-4).
+ The AED shall meet RTCA/DO-160G: 2010 - Section 5 Category C; Section 4, Category A4.
+ The AED shall meet EN 1789: Medical Vehicles and Their Equipment – Road Ambulances When Installed in a Secured Rack.
+ The AED shall meet MIL-STD-810G, Method 516.6, Procedure IV for a Free Fall Drop.
+ The AED shall meet Shock MIL-STD-810G Method 516.5, Procedure 1 (40g) (1,000 shocks both direction each axis; 6,000 shocks total).
+ The AED shall meet MIL-STD-810G, Method 514.5, Procedure 1, Category 24, Helicopter Minimum Integrity for Sine Vibration.
+ The AED shall meet MIL-STD-810G, Method 514.5, Procedure 1, Category 24, General Minimum Integrity for Random Vibration.
+ The AED shall meet RTCA/DO-160G, Section 8, Category S, Zone 2 (curve B) and Category U, Zone 2 (curves F and F1) for Random Vibration.

AED Battery

- + The AED shall require a single non-rechargeable, lithium battery for operation.
- + The AED battery shall typically provide a minimum of 16 hours of device operating time at 20°C to 30°C.
- + The AED battery shall typically be capable of providing 420 consecutive shocks at 300VE.
- + The AED battery shall typically be capable of providing approximately four years of standby performance at 20°C to 30°C.
- + Expected shelf life of a new battery shall be five years from the date of manufacture.
- + The AED shall incorporate a SmartGauge Battery Status Indicator notifying the user of battery capacity during use in quarter life increments.

AED Service and Warranty

- + The AED shall have a 7-year warranty on defects in materials and workmanship.
- + The Intellisense battery shall have a full replacement operational guarantee for four (4) years from date of installation.
- + The AED shall include an LED indicator when pads are improperly connected to the AED, cold, dried, damaged or detached from the patient during a rescue.
- + The AED shall include a service indicator LED which indicates when the AED detects a need for maintenance or service.

DefibNet SmartCase Monitored AED Smart Carry Case



Monitored AED Smart Carry Case

- + The Monitored AED Smart Carry Case shall be fitted with electronic device that monitors AED presence, AED functionality, AED movement, and AED location and transmits status data to remote host without drawing power from the AED battery or relying on a WIFI network.
- + The Monitored AED Smart Carry Case shall be fitted with Lithium ion rechargeable battery that enables ongoing remote monitoring of its latitude and

longitude position for up to 5 days after its removal from the Pedestrian Emergency Kiosk.

+ The Monitored AED Smart Carry Case shall be fitted with formed insert that contains easy access rescue mask, scissors, razor, gloves and wipes which are all immediately visible to user upon the opening of case.

+ The Monitored AED Smart Carry Case shall be constructed of water resistant, high visibility material with reflective tape.

ZapStand 12 The Pedestrian Emergency Kiosk



Pedestrian Emergency Kiosk with AED / EMS Link Operation and Use

+ The Pedestrian Emergency Kiosk shall have an illuminated button, which when pressed by the user, automatically: (1) an emergency audio message is played "you are now being connected to 9-1-1, surveillance cameras are in use, you may now open the door, unplug, and take orange bag to patient"; (2) a call is automatically connected to 9-1-1; and (3) the AED dispenser is opened.

+ The Pedestrian Emergency Kiosk shall transmit a "defib in use" alarm to the control room immediately upon the Monitored AED Smart Carry Case being removed from the AED dispenser by way of auto release of the emergency plug.

+ The Pedestrian Emergency Kiosk shall be fitted with CCTV that is remotely accessible by control room.

Pedestrian Emergency Kiosk with AED / EMS Link Security Components

- + The Pedestrian Emergency Kiosk shall have a Button activated IP audio intercom, SIP 2.0 (UDP), with speaker, microphone, remote configuration capability, and adaptive volume.
- + The Pedestrian Emergency Kiosk shall have two (2) ceiling mounted 360 degree panorama view, IP67-rated, vandal proof, day/night, network camera, with wide dynamic range up to 120dB and image resolution of 4000x3000
- + The Pedestrian Emergency Kiosk shall have an AED Dispenser which has a locally/remotely lockable/unlockable compartment that stores the Monitored AED Smart Carry Case.
- + The Pedestrian Emergency Kiosk shall have a reliable ruggedized modem, LTE Advanced with SIM-based auto-carrier selection (LP6 versions) Gigabit Ethernet ports & active GPS.
- + The Pedestrian Emergency Kiosk shall have a UPS 2000 VA, 1400 W, Safety IEC/EN 62040-1.
- + The Pedestrian Emergency Kiosk shall have an air conditioning system.

Pedestrian Emergency Kiosk Physical and Environmental

- + The Pedestrian Emergency Kiosk shall be constructed of galvanized steel, pre-primed and finished with durable polyester thermosetting powder coating technology.
- + The Pedestrian Emergency Kiosk shall have hinged, gasket sealed doors with compression latches.
- + The Pedestrian Emergency Kiosk shall have a chassis and roof which are 7.84 feet high x 5.05 feet wide x 4.53 feet deep.
- + The Pedestrian Emergency Kiosk may have a self-dispensing hand sanitizing station.
- + The Pedestrian Emergency Kiosk shall have pedestrian-oriented emergency signage with lighting.
- + The Pedestrian Emergency Kiosk shall have customized client and sponsor logo panels.

Pedestrian Emergency Kiosk High Impact Displays

- + The Pedestrian Emergency Kiosk shall have a back High Impact Digital Display diagonal screen size of at least 55 inches, Brightness of at least 2,500 Nits.
- + The Pedestrian Emergency Kiosk shall have a front High Impact Digital Display; diagonal screen size of at least 46 inches, Brightness of at least 2,500 Nits.
- + The Pedestrian Emergency Kiosk shall have ability to remotely control content on the High Impact Displays.

Pedestrian Emergency Kiosk Installation Works

- + Installation works shall include electrical supply and erection of the Pedestrian Emergency Kiosk which must be scoped by supplier for approval by City staff.
- + Installation works may involve City staff for an agreed fee.
- + Installation works shall be conducted in accordance with City staff requirements.

+ Installation works shall be conducted subject to a project plan approved by City staff.

Control Room Integration, Training and Commissioning

+ The supplier shall establish the technical requirements of the 9-1-1 dispatch room City staff, regarding the receipt and handling of emergency calls from the Pedestrian Emergency Kiosk.

+ The supplier shall link each Pedestrian Emergency Kiosk to the 9-1-1 dispatch room in fulfilment of 9-1-1 dispatch room technical requirements.

+ The supplier shall provide NearestDefib.com mapping software and training to 9-1-1 dispatch room City staff.

+ The supplier shall test each Pedestrian Emergency Kiosk for: 9-1-1 call functionality, AED presence, AED functionality, AED location and CCTV functionality prior to the commissioning of each Pedestrian Emergency Kiosk.

ZapMount 2 Mounted Indoor Outdoor Enclosure



Alarmed Mounted Indoor Outdoor Enclosure with Security Camera

+ The Mounted Indoor Outdoor Enclosure shall be constructed of galvanized steel, pre-primed and finished with durable polyester thermosetting powder coating technology.

+ The Mounted Indoor Outdoor Enclosure shall have a hinged, sealed, gullwing door with a stainless steel handle.
+ The Mounted Indoor Outdoor Enclosure shall not exceed 23.55 inches high x 14.0 inches wide x 11 inches deep.
+ The Mounted Indoor Outdoor Enclosure shall have a two megapixel high definition video camera, 2.8 mm lens with 128 Gb stored memory card.
<ul style="list-style-type: none"> - The Mounted Indoor Outdoor Enclosure combined with the Monitored AED Smart Carry Case shall monitor the health, emergency use, location and presence of the AED without drawing power from the AED battery. - The Mounted Indoor Outdoor Enclosure combined with the Monitored AED Smart Carry Case shall be programmed to alert control room in the event of an alarm.

Pedestrian Emergency Kiosk and Alarmed Indoor Outdoor Enclosure Service Levels

+ The Pedestrian Emergency Kiosk and Alarmed Indoor Outdoor Enclosure shall be monitored and supervised 24 hours per day, 7 days a week.
+ The Pedestrian Emergency Kiosk and Alarmed Indoor Outdoor Enclosure shall be inspected, serviced, replenished and maintained annually.
+ The Pedestrian Emergency Kiosk and Alarmed Indoor Outdoor Enclosure shall be inspected, serviced, replenished and maintained 24 hours after a genuine incident.
+ A post incident cardiology report shall be provided 3 days after a genuine incident.

Awareness program and AED familiarization sessions

+ A face to face AED familiarization session, which includes a demonstration in the use of the AED and performance of AED prompted CPR, shall be provided to 100 people annually.
+ Pedestrian Emergency Kiosk shall display information on the High Impact Displays in support of the Pedestrian Emergency Kiosk awareness program.

Emergency response

+ The Pedestrian Emergency Kiosk when activated by user (button is pressed) transmits a voice call directly to 911. 911 personnel trained in Defibnet have the ability to access the Defibnet dashboard to view recent images detected by cameras on the Pedestrian Emergency Kiosk and access the GPS location of the Monitored AED Smart Carry Case.
+ Alarmed Indoor Outdoor Enclosure when activated by user (defibrillator is removed) sends an SMS alert to a designated recipient. 911 personnel trained in Defibnet have the ability to access the Defibnet dashboard to access the GPS location of the Monitored AED Smart Carry Case.

Power supply

+ The Pedestrian Emergency Kiosk AC 100-240 V(+/- 10%) 50/60 Hz
+ Alarmed Indoor Outdoor Enclosure 4-40Vdc 1Amp

Exhibit C
ADDITIONAL TERMS & CONDITIONS

1. *ZapStand has been awarded a MASTER SERVICES AGREEMENT #2024-074 with the NCTCOG TXShare program.*



PARKS AND RECREATION DEPARTMENT

To: Mayor and Town Council

From: Dan Baker, Director of Parks and Recreation

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

Re: Park Improvement and Parkland Dedication Agreement with Park Place
Phase 1 Property Developments

Town Council Meeting – June 24, 2025

Strategic Visioning Priority: 1. Acceleration of Infrastructure

Agenda Item:

Consider and act upon a Park Improvement Fee Agreement between the Town of Prosper and PPP 100 DEV LLC, for the Park Place Phase 1 development.

Description of Agenda Item:

By Town Ordinance, developers in Prosper are assessed Park Improvement and Parkland Dedication fees for residential development. These fees and dedicated land are used to build parks, park amenities, and hike and bike trails. The fee structure is \$1,500 per single-family residential unit, and 1 acre of parkland dedicated per 35 single-family units, or the equivalent in cash based on current market value per acre of land.

The developer of Park Place Phase 1 is requesting consideration of an amended request to use a portion of the fees from the development to pay for a widened walk within the development adjacent to West Prosper Trail. The developer is required to build a six-foot trail, but their desire is to build a ten-foot trail and receive reimbursement for the difference in cost. The improvement is illustrated in the exhibits of the attached Agreement. The developer will construct the improvement outlined in the Agreement and provide proof of costs to Town Staff. If the costs are approved, the amount is reimbursed to the developer in lieu of Park Improvement Fee payments due to the Town.

The Parks and Recreation Board unanimously approved a previous version of this Park Improvement Fee Agreement at their February 13, 2025, meeting. The Town Council denied the developer's initial request at the February 25, 2025, Town Council Meeting. The item was revised, presented again, and tabled at the April 8, 2025, and the May 27, 2025, Town Council meetings.

Budget Impact:

Park Improvement Fees set forth in this Agreement:

- Park Place Phase 1 – 206 lots @ \$1,500 = \$309,000.

Parkland Dedication Fees set forth in this Agreement:

- Park Place Phase 1 – 206 lots @ 1 acre per 35 residential units = 5.885714 acres. Land valuation of \$108,444 / acre per 2024 Denton Central Appraisal District valuation. Fee in lieu of dedication = \$638,270.

The developer requests that the fees be placed in an escrow account to reimburse actual expenses that are approved by the Town. The total Park Fee Reimbursement being requested is \$93,515.90.

Legal Obligations and Review:

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

Attached Documents:

1. Park Improvement Fee Agreement for Park Place Phase 1

Town Staff Recommendation:

Town Staff recommends approval of a Park Improvement Fee Agreement between the Town of Prosper and PPP 100 DEV LLC, for the Park Place Phase 1 development.

Proposed Motion:

I move to approve a Park Improvement Fee Agreement between the Town of Prosper and PPP 100 DEV LLC, for the Park Place Phase 1 development.

After Recording Return to:

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

PARK IMPROVEMENT FEE AGREEMENT
 (PARK PLACE PHASE 1)

THIS PARK IMPROVEMENT FEE AGREEMENT (the "**Agreement**") is made and entered into as of this ____ day of _____, 2025 (the "**Effective Date**"), by and among **PPP 100 DEV LLC**, a Texas limited liability company ("**Developer**"), and the **TOWN OF PROSPER, TEXAS**, a Texas home-rule municipality ("**Town**"), on the terms and conditions hereinafter set forth.

W I T N E S S E T H:

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

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

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

1. Land Subject to Agreement. The land that is subject to this Agreement is that certain real property owned by Park Place in the Town of Prosper, Denton County, Texas, as more particularly described on Exhibit A, attached hereto and incorporated herein by reference (the "**Property**").

2. Trail Improvements Reimbursement.

(a) The Town shall provide reimbursement from the park improvement fees due in accordance with the Town's ordinances in an amount equal to the Construction Costs (as hereinafter defined in Section 2(c)) of the 10' Collector Trails constructed adjacent to the Property as generally shown on Exhibit B and illustrated on the Town's Hike and Bike Master Plan (collectively, the "**Trail Improvements**") that exceed the cost to construct a standard width sidewalk by Developer pursuant to this Agreement. Provided that the Developer completes the Trail Improvements in accordance with this Agreement, the Town shall provide Reimbursement (as hereinafter defined in Section 2(d)) to Developer for the Construction Costs of the Trail Improvements.

(b) The Trail Improvements shall be constructed in accordance with all applicable Town ordinances, rules and regulations, and substantially in accordance with the plans and specifications for construction of the Trail Improvements. Any modification or amendment

to such plans and specifications is subject to approval by the Town, which approval will not be unreasonably withheld, conditioned or delayed.

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

(d) Upon Developer providing the Town the Evidence of Payment(s), the Town will reimburse the Developer for the amount of Construction Costs (the "**Reimbursement**") set forth in the Evidence of Payment(s)..

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

4. Covenant Running with Land. The obligations set forth herein relate to the Property, in whole and in part, and this Agreement shall be a covenant running with the land and the Property and shall be binding upon the Developer and their respective successors, assignees, and grantees. In addition, the parties shall cause this Agreement to be filed in the Real Property Records of Denton County, Texas. Notwithstanding the foregoing, the obligations herein that burden the Property shall be released either by (i) upon request by Developer upon completion of the Trail Improvements, payment of its park improvement fees, and receipt of the Reimbursement as established by Section 2 or (ii) automatically as to each lot therein which is conveyed subsequent to the final plat for the Property, or portion thereof, being reviewed, approved and executed by the Town and filed in the Denton County Real Property Records. Any third party, including any title company, grantee or lien holder, shall be entitled to rely upon this Section to establish whether such termination has occurred with respect to any lot.

5. Notices. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via facsimile or a hand-delivery service, Federal

Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the parties shall be as follows:

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

With a copy to: Town Attorney
250 W. First Street
P. O. Box 307
Prosper, Texas 75078
Telephone: (972) 346-2640

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

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

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

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

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

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

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

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

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

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

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

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

17. **Rough Proportionality Determination under Federal Law.** Developer hereby waives any federal constitutional claims and any statutory or state constitutional takings claims under the Texas Constitution and Chapter 395 of the Texas Local Government Code in regard to this Agreement. Developer and the Town further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements in this Agreement, if any, mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the projected impact of the terms of this Agreement.

Developer further acknowledges that the benefits of zoning and platting have been accepted with full knowledge of potential claims and causes of action which may be raised now and in the future, and Developer acknowledges the receipt of good and valuable consideration for the release and waiver of such claims. This Paragraph shall survive the termination of this Agreement.

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

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

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

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

22. 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.

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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

TOWN:

TOWN OF PROSPER, TEXAS

By: _____
Mario Canizares, Town Manager

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2025.

Notary Public in and for the State of Texas

My Commission Expires: _____

DEVELOPER:

PPP DEV 100 LLC
a Texas limited liability company

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

By: _____
Vijay Borra, Manager

By: _____
Ramana Juvvadi, Manager

STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared Vijay Bora, Manager of McKinney Real Estate LLC, a Texas limited liability company, the Manager of **PPP 100 DEV, LLC**, a Texas limited liability company, who acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated on behalf of said limited liability companies.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 2025.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared Ramana Juvvadi, Manager of McKinney Real Estate LLC, a Texas limited liability company, the Manager of **PPP 100 DEV, LLC**, a Texas limited liability company, who acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated on behalf of said limited liability companies.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 2025.

Notary Public in and for the State of Texas

Exhibit A**Property**

BEING a tract of land located in the J. DURRETT SURVEY, ABSTRACT NO. 350 and the L. NETHERLY SURVEY, ABSTRACT NO. 962, Denton County, Texas, and being part of a tract of land conveyed in Deed to Prosper 100 LP, according to the document of record filed in Instrument No. 2019-21287, Official Public Records, Denton County, Texas (O.P.R.C.C.T.), and being more particularly described as follows:

BEGINNING at a 1/2" iron rod with a yellow cap stamped "DAA" found on the west line of a tract of land described in Deed as Tract IV to Blue Star Allen Land, LP, recorded in Instrument No. 2011-60030, O.P.R.C.C.T., at the common southeast corner of said Prosper 100 LP tract and the northeast corner of Lot 1, Block X, ARTESIA NORTH PHASE 4, an Addition to the Town of Prosper, Denton County, Texas, according to the Plat of record filed in Cabinet 2016, Slide 76, Plat Records, Denton County, Texas (P.R.C.C.T.);

THENCE N 89° 32' 20" W, along the south line of said Prosper 100 LP tract, a distance of 2,751.04 feet to a 5/8" iron rod with a yellow cap stamped "RPLS 5674" set on the north line of Lot 3, Block X, ARTESIA NORTH PHASE 2, an Addition to the Town of Prosper, Denton County, Texas, according to the Plat of record filed in Cabinet 2017, Slide 164, P.R.C.C.T.;

THENCE Leaving said south line, over and across said Prosper 100 LP tract, the following courses and distances:

N 00° 27' 40" E, a distance of 243.63 feet to a 5/8" iron rod with a yellow cap stamped "RPLS 5674" set;

N 15° 53' 05" W, a distance of 74.81 feet to a 5/8" iron rod with a yellow cap stamped "RPLS 5674" set;

N 20° 33' 12" W, a distance of 93.06 feet to a 5/8" iron rod with a yellow cap stamped "RPLS 5674" set;

N 19° 11' 38" W, a distance of 92.93 feet to a 5/8" iron rod with a yellow cap stamped "RPLS 5674" set;

N 15° 33' 55" W, a distance of 92.94 feet to a 5/8" iron rod with a yellow cap stamped "RPLS 5674" set;

N 30° 13' 29" W, a distance of 98.75 feet to a 5/8" iron rod with a yellow cap stamped "RPLS 5674" set on the common west line of said Prosper 100 LP tract and the east line of a tract of land conveyed in Deed to Prosper Hills, LLC, according to the document of record filed in Instrument No. 2017-82639, O.P.R.C.C.T.;

THENCE N 00° 12' 38" E, along the common line of said Prosper 100 LP tract and said Prosper Hills LLC tract, passing at a distance of 786.64 feet a 1/2" iron rod found and continuing in all

for a total distance of 805.79 feet to a 1/2" iron rod found at the common northwest corner of said Prosper 100 LP tract and the northeast corner of said Prosper Hills LLC tract;

THENCE N 89° 24' 39" E, along the north line of said Prosper 100 LP tract, a distance of 1,852.41 feet to a 1/2" iron rod found at the southeast corner of a tract of land conveyed in Deed to Prosper Meadows LP, according to the document of record filed in Instrument No. 2019-65177, O.P.R.C.C.T.;

THENCE N 89° 20' 59" E, along the common north line of said Prosper 100 LP tract and the south line of said Prosper Meadows LP tract, a distance of 1,057.81 feet to a 5/8" iron rod with a yellow cap stamped "RPLS 5674" set at the common northeast corner of said Prosper 100 LP tract and the northwest corner of the above mentioned Tract IV;

THENCE S 00° 12' 49" W, along the common east line of said Prosper 100 LP tract and the west line of said Tract IV, a distance of 1,524.31 feet to the POINT OF BEGINNING, and containing 98.241 acres of land, more or less.

Exhibit B

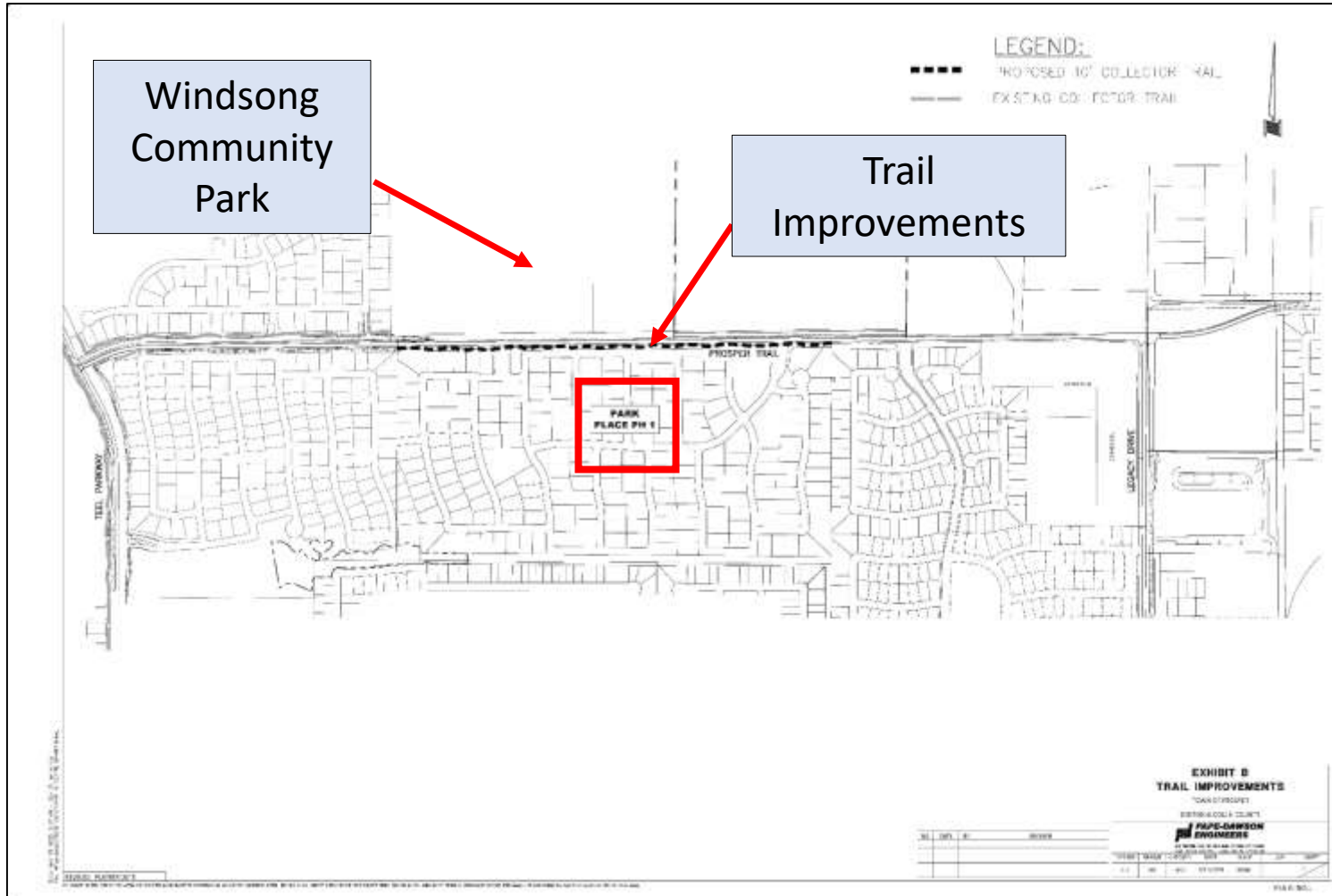
Trail Improvements



Exhibit B – Trail Improvements
(Park Place Ph 1)

History

- Developer presented a Park Improvement Fee Agreement to Town Council on February 25, 2025, requesting Park Fee Credits in exchange for widening the trail within their development, and construction of the Veloweb Trail and additional park amenities within Windsong Community Park.
- Request was denied by Town Council.
- Developer is requesting approval of an amended Park Improvement Fee Agreement requesting Park Fee Credits for the upsizing of the trail within their development only.
- Ten-foot Trail has already been constructed.



Subdivision Ordinance Section 6

Park Improvement Fees

- \$1,500 per each single-family unit
- \$2,000 per each multi-family unit

Parkland Dedication Fees

- 1 acre per 35 residential units
- OR
- 5% of the total development acreage
(the Town selects the greater of the two)

Park Improvement Fees

Park Place Phase 1 – 206 lots @ \$1,500 = \$309,000

Parkland Dedication Fees

Park Place Phase 1 - 206 lots @ 1 acre per 35 units = 5.885714 acres x \$108,444 = \$638,270

Total Fees Owed: \$947,270

Requested Park Fee Credits – Upsized Sidewalk

\$93,515.90

ITEM DESCRIPTION	CONTRACT INFO				CREDIT CALCULATIONS				NOTES
	WIDTH	UNIT	QUANTITY	UNIT PRICE	UNIT	QUANTITY	UNIT PRICE	TOTAL	
HIKE & BIKE									Tracon
10' Hike and Bike Trail - 5" Thick	10	LF	2,710	\$ 71.15	SF	27,100	\$ 7.12	\$ 192,816.50	along EB W Prosper Trl
5' Sidewalk - 4" Thick	5	LF	7,600	\$ 31.55					Onsite sidewalk
6' Sidewalk - 4" Thick	6	LF	2,710	\$ 37.86	SF	(16,260)	\$ 6.31	\$ (102,600.60)	Deduct for std 6' sidewalk along thoroughfares. \$/SF prorated from 5' onsite sidewalk pricing.
10' Hike and Bike Barrier Free Ramp					EA	4	\$ 3,250.00	\$ 13,000.00	along EB W Prosper Trl at Azalea Dr & Park Place entrances
6' Standard Barrier Free Ramp					EA	(4)	\$ 2,425.00	\$ (9,700.00)	Deduct for std BFR
Total								\$ 93,515.90	



PARKS AND RECREATION DEPARTMENT

To: Mayor and Town Council

From: Dan Baker, Director of Parks and Recreation

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

Re: Park Improvement and Parkland Dedication Agreement with Park Place
Phase 2 Property Developments

Town Council Meeting – June 24, 2025

Strategic Visioning Priority: 1. Acceleration of Infrastructure

Agenda Item:

Consider and act upon a Park Improvement Fee Agreement between the Town of Prosper and Shaddock-Prosper Park Place 2, LLC, for the Park Place Phase 2 development.

Description of Agenda Item:

By Town Ordinance, developers in Prosper are assessed Park Improvement and Parkland Dedication fees for residential development. These fees and dedicated land are used to build parks, park amenities, and hike and bike trails. The fee structure is \$1,500 per single-family residential unit, and 1 acre of parkland dedicated per 35 single-family units, or the equivalent in cash based on current market value per acre of land.

The developer of Park Place Phase 2 is requesting consideration of an amended request to use a portion of the fees from the development to pay for a widened walk within the development adjacent to Teel Parkway and West Prosper Trail. The developer is required to build a six-foot trail, but their desire is to build a ten-foot trail and receive reimbursement for the difference in cost. The improvement is illustrated in the exhibits of the attached Agreement. The developer will construct the improvement outlined in the Agreement and provide proof of costs to Town Staff. If the costs are approved, the amount is reimbursed to the developer in lieu of Park Improvement Fee payments due to the Town.

The Town's Hike and Bike Trail Master Plan calls for a ten-foot trail along the north side of West Prosper Trail adjacent to the community park.

The Parks and Recreation Board unanimously approved a previous version of this Park Improvement Fee Agreement at their February 13, 2025, meeting. The Town Council denied the developer's initial request at the February 25, 2025, Town Council Meeting. The item was revised, presented again, and tabled at the April 8, 2025, and the May 27, 2025 Town Council meetings.

Budget Impact:

Park Improvement Fees set forth in this Agreement:

- Park Place Phase 2 – 166 lots @ \$1,500 = \$249,000.

Parkland Dedication Fees set forth in this Agreement:

- Park Place Phase 2 – 166 lots @ 1 acre per 35 residential units = 4.742857 acres. Land valuation of \$90,018 / acre per 2024 Denton Central Appraisal District valuation. Fee in lieu of dedication = \$426,943.

The developer requests that the fees be placed in an escrow account to reimburse actual expenses that are approved by the Town. Total Park Fee Reimbursement being requested is \$115,463.80.

Legal Obligations and Review:

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

Attached Documents:

1. Park Improvement Fee Agreement for Park Place Phase 2

Town Staff Recommendation:

Town Staff recommend approval of a Park Improvement Fee Agreement between the Town of Prosper and Shaddock-Prosper Park Place 2, LLC, for the Park Place Phase 2 development.

Proposed Motion:

I move to approve a Park Improvement Fee Agreement between the Town of Prosper and Shaddock-Prosper Park Place 2, LLC, for the Park Place Phase 2 development.

After Recording Return to:

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

PARK IMPROVEMENT FEE AGREEMENT
 (PARK PLACE PHASE 2)

THIS PARK IMPROVEMENT FEE AGREEMENT (the "**Agreement**") is made and entered into as of this ____ day of _____, 2025 (the "**Effective Date**"), by and among **SHADDOCK-PROSPER PARK PLACE 2, LLC**, a Texas limited liability company ("**Developer**"), and the **TOWN OF PROSPER, TEXAS**, a Texas home-rule municipality ("**Town**"), on the terms and conditions hereinafter set forth.

W I T N E S S E T H:

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

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

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

1. Land Subject to Agreement. The land that is subject to this Agreement is that certain real property owned by Park Place in the Town of Prosper, Denton County, Texas, as more particularly described on Exhibit A, attached hereto and incorporated herein by reference (the "**Property**").

2. Trail Improvements Credits.

(a) The Town shall provide credits to the park improvement fees due in accordance with the Town's ordinances in an amount equal to the Construction Costs (as hereinafter defined in Section 2(c)) of the 10' Collector Trails constructed adjacent to the Property as generally shown on Exhibit B and illustrated on the Town's Hike and Bike Master Plan (collectively, the "**Trail Improvements**") that exceed the cost to construct a standard width sidewalk by Developer pursuant to this Agreement. Provided that the Developer completes the Trail Improvements in accordance with this Agreement, the Town shall provide Credits (as hereinafter defined in Section 2(d)) to residential developments within the Property for the Construction Costs of the Trail Improvements.

(b) The Trail Improvements shall be constructed in accordance with all applicable Town ordinances, rules and regulations, and substantially in accordance with the plans and specifications for construction of the Trail Improvements. Any modification or amendment

to such plans and specifications is subject to approval by the Town, which approval will not be unreasonably withheld, conditioned or delayed.

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

(d) Upon Developer providing the Town the Evidence of Payment(s), the Town will credit the Developer for the amount of Construction Costs (each, a "**Credit**") set forth in the Evidence of Payment(s), which Credit shall be applied toward the actual amount of the Park Improvement Fees due on the Property.

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

4. Covenant Running with Land. The obligations set forth herein relate to the Property, in whole and in part, and this Agreement shall be a covenant running with the land and the Property and shall be binding upon the Developer and their respective successors, assignees, and grantees. In addition, the parties shall cause this Agreement to be filed in the Real Property Records of Denton County, Texas. Notwithstanding the foregoing, the obligations herein that burden the Property shall be released either by (i) upon request by Developer for a Property upon completion of the Trail Improvements within its limits and payment of its park improvement fees less the Trail Improvements Credits established by Section 2 or (ii) automatically as to each lot therein which is conveyed subsequent to the final plat for the Property, or portion thereof, being reviewed, approved and executed by the Town and filed in the Denton County Real Property Records. Any third party, including any title company, grantee or lien holder, shall be entitled to rely upon this Section to establish whether such termination has occurred with respect to any lot.

5. Notices. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by

delivering the same in person to such party via facsimile or a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the parties shall be as follows:

If to Town:	Town of Prosper Attn: Town Manager 250 W. First Street P. O. Box 307 Prosper, Texas 75078 Telephone: (972) 346-2640
With a copy to:	Town Attorney 250 W. First Street P. O. Box 307 Prosper, Texas 75078 Telephone: (972) 346-2640
If to Developer:	Shaddock-Prosper Park Place 2, LLC ATTN: William Shaddock 2400 Dallas Parkway, Suite 560 Plano, TX 75093 Telephone: (972) 985-5505

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

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

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

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

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

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

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

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

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

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

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

17. **Rough Proportionality Determination under Federal Law.** Developer hereby waives any federal constitutional claims and any statutory or state constitutional takings claims under the Texas Constitution and Chapter 395 of the Texas Local Government Code in regard to this Agreement. Developer and the Town further agree to waive and release all claims one may have

against the other related to any and all rough proportionality and individual determination requirements in this Agreement, if any, mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the projected impact of the terms of this Agreement. Developer further acknowledges that the benefits of zoning and platting have been accepted with full knowledge of potential claims and causes of action which may be raised now and in the future, and Developer acknowledges the receipt of good and valuable consideration for the release and waiver of such claims. This Paragraph shall survive the termination of this Agreement.

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

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

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

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

22. 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.

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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

TOWN:

TOWN OF PROSPER, TEXAS

By: _____
Mario Canizares, Town Manager

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2025.

Notary Public in and for the State of Texas

My Commission Expires: _____

DEVELOPER:

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

By: _____
William C. Shaddock, Jr., Manager

STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared William C. Shaddock, Jr., Manager of **SHADDOCK-PROSPER PARK PLACE 2, LLC**, a Texas limited liability company, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated on behalf of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2025.

Notary Public in and for the State of Texas

Exhibit A**Property**

BEING a tract of land situated in the L. Netherly Survey, Abstract No. 962 and A. Roberts, Abstract No. 1115, Town of Prosper, Denton County, Texas, all of Lot 1, Block A, SEC-TEEL PROSPER ADDITION, an Addition to the Town of Prosper, Denton County, Texas, recorded in Document No. 2022-130, Plat Records, Denton County, Texas (PRDCT), being a portion of a called 70.670 acre tract of land described in a deed to SHADDOCK-PROSPER PARK PLACE 2, LLC, recorded in Document No. 2024-8530, of the Official Records of Denton County, Texas (ORDCT), and all of a called 1.742 acre tract of land described in a deed to SHADDOCK-PROSPER PARK PLACE 2, LLC, recorded in Document No. 2024-8531, ORDCT, being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod with plastic cap stamped "SPIARSENG" found for the south end of a corner clip being the intersection of the east line of Teel Parkway, a variable width public right-of-way, the right-of-way thereof being dedicated to the Town of Prosper by said plat of SEC-TEEL PROSPER ADDITION, with the south line of Prosper Trail, a variable width public right-of-way, for a westerly corner of said Lot 1;

THENCE N 16°36'12" E, 14.14 feet along said corner clip and said dedication per plat, to a 1/2" iron rod with plastic cap stamped "SPIARSENG" found for corner, being a southerly corner of the right-of-way conveyed to the Town of Prosper by deed, recorded in Document No. 2022-32136 ORDCT;

THENCE N 16°39'53" E, 35.32 feet continuing along said corner clip and said right-of-way dedication to a 1/2" iron rod with plastic cap stamped "SPIARSENG" found for the north end of said corner clip;

THENCE along the south line of Prosper Trail, and same for said right-of-way dedication, around a non-tangent curve to the right having a central angle of 10°03'52", a radius of 745.00 feet, a chord of N 67°19'26" E - 130.70 feet, an arc length of 130.87 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" found;

THENCE N 72°21'22" E, 8.76 feet continuing along the south line of Prosper Trail, and same for said right-of-way dedication, to a 1/2" iron rod with plastic cap stamped "SPIARSENG" found for a southeasterly corner of said dedication;

THENCE N 00°02'02" E, 87.73 feet to a point into and through Prosper Trail, along an easterly line of said dedication, and of an easterly line of the right-of-way dedication created by the final plat of Windsong Ranch Phase 9, recorded in Document No. 2023-238 PRDCT;

THENCE N 88°22'00" E, 8.44 feet to a point along Prosper Trail, and along the south line of said dedication to a point for corner;

THENCE N 89°55'15" E, 298.38 feet to a point through Prosper Trail to another corner of said dedication per plat;

THENCE N 89°23'41" E, 1,560.34 feet to a point through Prosper Trail, along a south line of said dedication to a point for the northwest corner of PPP 100 DEV LLC, recorded in Document No. 2023-88234 ORDCT;

THENCE along the east line of said 70.670 acre tract and said 1.742 acre tract, the following courses and distances:

S 00°12'38" W, 44.94 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

S 00°12'38" W, 760.78 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

S 30°13'29" E, 98.75 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

S 15°33'55" E, 92.94 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

S 19°11'38" E, 92.93 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

S 20°33'12" E, 93.06 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

S 15°53'05" E, 74.81 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

S 00°27'40" W, 243.59 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set on the north line of Lot 3, Block X, of ARTESIA NORTH PHASE 2, an Addition to the Town of Prosper, Denton County, Texas, recorded in Document No. 2017-164, PRDCT, from which an "X" in concrete found for the intersection of the centerlines of Greenbelt Park Lane and Sutton Park Avenue, bears S 26°14'33" E, 50.62 feet;

THENCE N 89°32'20" W, 712.69 feet along the north line of said Artesia North Phase 2 to a 1/2" iron rod with plastic cap stamped "SPIARSENG" found for the northwest corner thereof;

THENCE S 00°03'28" E, 259.07 feet along the west line of said ARTESIA NORTH PHASE 2 to a point at the northeast corner of a remainder of a tract conveyed to Inwood Plaza Joint Venture, recorded in Volume 4233, Page 738, Deed Records, Denton County, Texas;

THENCE N 89°32'20" W, 1,248.54 feet along the north line of said remainder, to the northeast corner of Teel Parkway Extension, an addition to the Town of Prosper, recorded in Document No. 2018-397 PRDCT, and the southeast corner of a right-of-way dedication to the Town of Prosper, recorded in Document No. 2023-75070, ORDCT, same being on the east line of said Teel Parkway;

THENCE N 00°08'40" W, 170.30 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE N 90°00'00" W, 60.05 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE N 00°02'02" E, 1,023.35 feet along said dedication to a 1/2" iron rod with plastic cap stamped "SPIARSENG" found for the south corner of said Lot 1;

THENCE along the west line of said Lot 1, the following courses and distances:

A non-tangent curve to the left having a central angle of 01°08'29", a radius of 1,060.00 feet, a chord of N 19°32'53" W - 21.12 feet, an arc length of 21.12 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" found;

N 20°22'59" W, 150.91 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" found;

A non-tangent curve to the left having a central angle of 00°10'12", a radius of 1070.00 feet, a chord of N 28°18'42" W - 3.18 feet, an arc length of 3.18 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" found;

N 28°23'48" W, 171.85 feet to the POINT OF BEGINNING and containing 3,144,009 square feet or 72.176 acres of land.

Exhibit B **Trail Improvements**

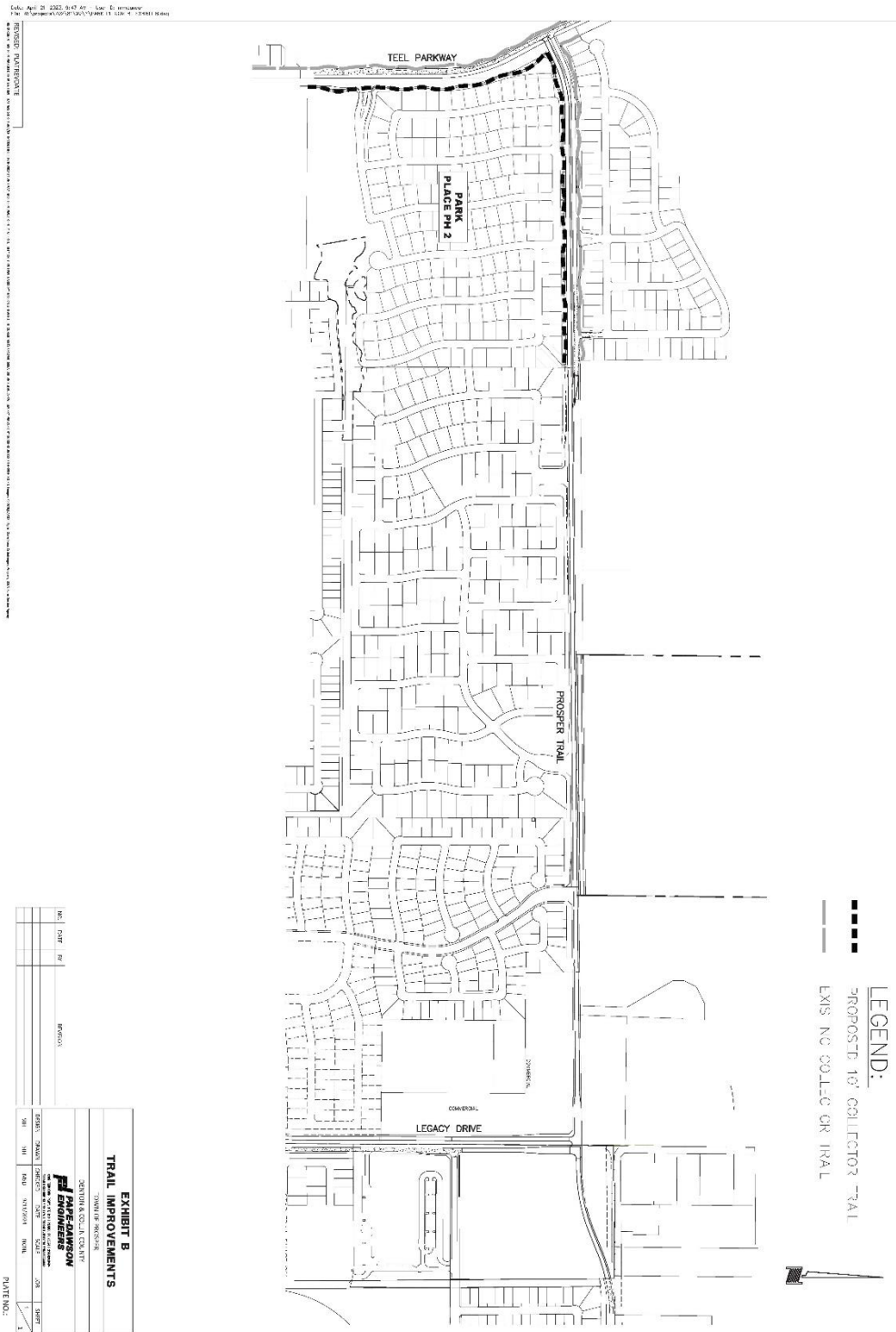
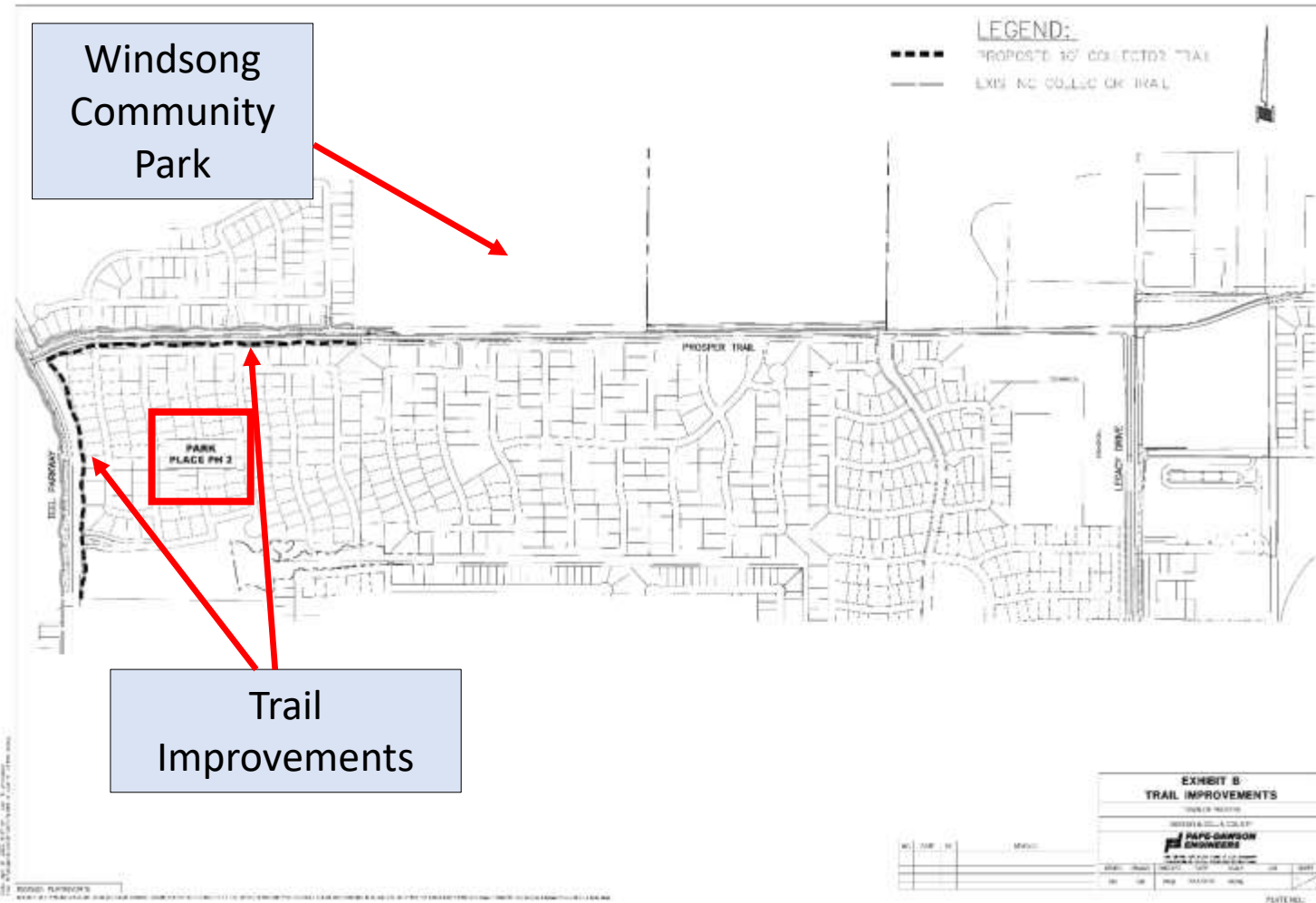


Exhibit B – Trail Improvements
(Park Place Ph 2)

History

- Developer presented a Park Improvement Fee Agreement to Town Council on February 25, 2025, requesting Park Fee Credits in exchange for widening the trail within their development, and construction of the Veloweb Trail and additional park amenities within Windsong Community Park.
- Request was denied by Town Council.
- Developer is requesting approval of an amended Park Improvement Fee Agreement requesting Park Fee Credits for the upsizing of the trail within their development only.
- The perimeter trail has not yet been constructed.



Subdivision Ordinance Section 6

Park Improvement Fees

- \$1,500 per each single-family unit
- \$2,000 per each multi-family unit

Parkland Dedication Fees

- 1 acre per 35 residential units

OR

- 5% of the total development acreage
(the Town selects the greater of the two)

Park Improvement Fees

Park Place Phase 2 – 166 lots @ \$1,500 = \$249,000

Parkland Dedication Fees

Park Place Phase 2 - 166 lots @ 1 acre per 35 units = 4.742857 acres x \$90,018 = \$426,943

Total Fees Owed: \$675,943

Requested Park Fee Credits – Upsized Sidewalk

\$115,463.80

ITEM DESCRIPTION	CONTRACT INFO				CREDIT CALCULATIONS				NOTES
	WIDTH	UNIT	QUANTITY	UNIT PRICE	UNIT	QUANTITY	UNIT PRICE	TOTAL	
HIKE & BIKE									Tracon
10' Hike and Bike Trail - 5" Thick	10	LF	3,457	\$ 76.90	SF	34,570	\$ 7.69	\$ 265,843.30	along south side of W Prosper Trl and east side of Teel
5' Sidewalk - 4" Thick	5	LF	2,325	\$ 36.25					Onsite sidewalk
6' Sidewalk - 4" Thick	6	LF	3,457	\$ 43.50	SF	(20,742)	\$ 7.25	\$ (150,379.50)	Deduct for std 6' sidewalk along thoroughfares. \$/SF prorated from 5' onsite sidewalk pricing.
Total								\$ 115,463.80	



ENGINEERING SERVICES

To: Mayor and Town Council

From: Dan Heischman, P.E., Assistant Director of Engineering – Development

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

Re: Resolution Calling a Public Hearing Regarding Update to Impact Fees

Town Council Meeting – June 24, 2025

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon a upon a resolution calling for a Public Hearing on Tuesday, August 12, 2025, on the Water, Wastewater, & Roadway Impact Fee, Land Use Assumptions, and Capital Improvements Plan.

Description of Agenda Item:

On March 12, 2024, the Town Council appointed seven (7) members to the Capital Improvements Advisory Committee (CIAC). The CIAC held their second meeting on October 15, 2024, to review land use assumptions and discuss the Capital Improvement Plans. The next CIAC meeting is scheduled for June 30, 2025, and the agenda will include discussion and recommendations on updates to the impact fee calculations. Freese & Nichols is on schedule to present the proposed recommendations to the impact fees to the Town Council on August 12, 2025.

Chapter 395 of the Texas Local Government Code requires the Town Council adopt a resolution calling a Public Hearing on the Water, Wastewater & Roadway Impact Fee, Land Use Assumptions, and Capital Improvements Plan. Town staff has drafted the attached resolution calling for a Public Hearing to be held on Tuesday, August 12, 2025, at the regular Town Council Meeting, at 6:15 p.m. in the Town of Prosper Municipal Chambers at 250 W. First Street, on the Water, Wastewater, & Roadway Impact Fee, Land Use Assumptions, and Capital Improvements Plan.

Budget Impact:

There is no budgetary impact affiliated with this item.

Legal Obligations and Review:

The resolution is required per Chapter 395 of the Texas Local Government Code. The Public Hearing notice will be published in the newspaper and placed on the Town's website by July 11, 2025.

Attachments:

1. Resolution
2. Impact Fee Update Schedule

Town Staff Recommendation:

Town staff recommend that the Town Council approve a resolution calling for a Public Hearing on Tuesday, August 12, 2025, on the Water, Wastewater & Roadway Impact Fee, Land Use Assumptions, and Capital Improvements Plan.

Proposed Motion:

I move to approve a resolution calling for a Public Hearing on Tuesday, August 12, 2025, on the Water, Wastewater & Roadway Impact Fee, Land Use Assumptions, and Capital Improvements Plan.

TOWN OF PROSPER, TEXAS**RESOLUTION NO. 2025-25**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, HEREBY CALLING FOR A PUBLIC HEARING ON TUESDAY, AUGUST 12, 2025, ON THE WATER, WASTEWATER & ROADWAY IMPACT FEE, LAND USE ASSUMPTIONS, AND CAPITAL IMPROVEMENTS PLAN.

WHEREAS, Chapter 395 of the Texas Local Government Code provides the procedure on the amendment of impact fees, land use assumptions, and capital improvements plan.

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

SECTION 1

The Town Council of the Town of Prosper, Texas, is hereby calling for a public hearing to be held on Tuesday, August 12, 2025, at the regular Town Council Meeting, at 6:15 p.m. in the Town of Prosper Municipal Chambers at 250 W. First Street, on the Water, Wastewater, & Roadway Impact Fee, Land Use Assumptions, and Capital Improvements Plan. Any member of the public has the right to appear at the hearing and present evidence for or against the proposed impact fees, land use assumptions and capital improvements plan.

SECTION 2

This Resolution shall take effect immediately upon its passage.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, THIS THE 24TH DAY OF JUNE, 2025.

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney

Impact Fee Update Schedule

Description	Date	Action By
Submit Draft Impact Fee Report to Town for review	6/16/2025	FNI
Conference Call with Town Staff to discuss Draft Report	6/20/2025	Town Staff, FNI
Town Council Resolution to set date for Public Hearing (to be held on 8/12/2025)	6/24/2025	Council
CIAC Meeting #3 – Impact Fee Calculations	6/30/2025	Town Staff, CIAC, FNI
Impact Fee Report available to Public	7/11/2025	FNI
Advertise in newspaper for Public Hearing	7/11/2025	Town Staff
Town Staff to submit Council agenda item for Public hearing	7/29/2025	Town Staff
CIAC written comments due to Council	7/29/2025	CIAC
Public Hearing (must keep public hearing open in order to adopt within 30 days of public hearing)	8/12/2025	Town Staff, Council, FNI
Continued Public Hearing/Council Adoption of Impact Fees	8/26/2025	Town Staff, Council

CIAC = Capital Improvements Advisory Committee



ENGINEERING SERVICES

To: Mayor and Town Council

From: Robert Gey, P.E., Senior Traffic Engineer

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

Re: Installation of Temporary and Permanent Traffic Signal
Legacy Drive & First Street

Town Council Meeting – June 24, 2025

Strategic Visioning Priority: 1. Acceleration of Infrastructure

Agenda Item:

Consider and act upon authorizing the Town Manager to enter into an agreement with Mels Electric LLC, related to the construction of a temporary and a permanent traffic signal at the intersection of First Street and Legacy Drive for \$691,566.

Description of Agenda Item:

On April 22, 2025, the Town Council approved the purchase of traffic signal items for the intersection of First Street and Legacy Drive. These items include the permanent signal poles, mast arms, and related traffic signal equipment that have long lead times. The current estimated time for completion of pole manufacturing, powder coating, and equipment delivery is January 2026.

The improvements to First Street from Stuber Elementary to the Dallas North Tollway, including the expansion of Legacy Drive north of First Street are scheduled to have all lanes ready to open to traffic before the first day of school in August 2025. When completed, the intersection of First Street and Legacy Drive will have three (3) southbound lanes, two (2) northbound lanes, two (2) eastbound lanes, and two (2) westbound lanes. There will also be dual left-turn lanes and a single right-turn lane on each approach. In addition, the Legacy Drive (Prairie – First) project will be opened to traffic which allows connectivity to US 380.

With the expected opening of the intersection a few months ahead of the Town receiving delivery of the permanent signal poles, mast arms, and related traffic signal equipment for the intersection, several options were evaluated to address the anticipated traffic demands at the intersection. The options evaluated included the installation of a four-way stop, and the installation of a temporary traffic signal. Due to the complexity of the intersection when completed, as well as the expected delays which would occur with a four-way stop, installation of a temporary traffic signal was determined to be the preferred alternative. This option provides improved efficiency and safety for traffic along First Street and the intersection of Legacy Drive. The Town will also be able to reuse the temporary traffic signal poles and related traffic signal equipment at other locations around Town when similar delays with receiving permanent traffic signal installation is anticipated.

For installation, the Engineering Department contacted the City of Garland to utilize their existing contract for “Traffic Signal Installations / Modernizations” from Mels Electric LLC. The Town can

utilize the City of Garland's contract with Mels Electric LLC, under and existing Interlocal Agreement with the Collin County Governmental Purchase forum. Given the short deadline to implement the temporary traffic signal option, the use of the Interlocal Agreement provides the best chance for the Town to have the temporary traffic signal installed before the first day of school on August 12, 2025. The Town has previously used Mels Electric LLC, on several Town projects with satisfactory results and while they have communicated that a more reasonable date for completion is August 22, 2025, they fully understand the importance of completing by August 12, 2025, and are committed to doing whatever they can to meet that timeline.

For the installation of the temporary and permanent traffic signals, Mels Electric LLC, proposed a scope of work that involves drilling the traffic signal pole foundations, installation of conduit, electrical conductors, traffic signal cables, signal heads, pedestrian crossing poles, traffic controller and cabinet, battery backup unit, ground boxes and related items. To save construction cost, the temporary traffic signal design utilizes the permanent traffic signal equipment that the Town has received. This includes using the permanent traffic signal controller and cabinet, as well as the permanent pedestrian crossing poles and heads. The installation of these items will also reduce the time necessary to complete construction of the permanent traffic signal when the permanent poles and mast arms are delivered. Upon delivery of the permanent equipment, Mels Electric LLC, will need approximately four (4) to six (6) weeks to complete the installation of the permanent traffic signal. Based on current timing of the permanent signal equipment being delivered, the completion of the installation of the permanent traffic signal is anticipated in March 2026.

Budget Impact:

The cost for the construction of the temporary and permanent traffic signals is \$691,565.50. The design and construction budget is \$578,333, in Account No. TR202404-CONST-CONST, and there is \$283,330 remaining in the budget after the design costs and purchase of the traffic signal related items approved on April 22, 2025. The remaining budget of \$283,330, and unallocated budgeted funds from the First Street (Stuber Elementary – DNT) project in the amount of \$417,100 from Account No. ST202012-CONST-CONST will provide the additional funding needed for the construction. The contingency amount of \$8,864.50 will be used during the construction phase to address field changes or adjust quantities during construction. It is anticipated that approximately \$50,000 of the estimated \$152,125 cost for the temporary traffic signal installation, will be able to be reused once the permanent traffic signal is installed (wood poles, span wires, brackets, signal heads).

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. Proposal from Mels Electric LLC
2. Location Map

Town Staff Recommendation:

Town staff recommend that the Town Council authorize the Town Manager to execute an agreement with Mels Electric LLC, related to the construction of a temporary and a permanent traffic signal at the intersection of First Street and Legacy Drive for \$691,566.

Proposed Motion:

I move to authorize the Town Manager to execute an agreement with Mels Electric LLC, related to the construction of a temporary and a permanent traffic signal at the intersection of First Street and Legacy Drive for \$691,566.

PROJECT NAME:
FIRST ST & LEGACY DR.

DATE : 6-18-25

LOCATION:
PROSPER, TEXAS

TOTAL \$691,565.50

Item	Description	Quan.	Unit Price	Per	* Extended Price *
1.00	F & I POLE FOUNDATION TXDOT TYPE 48A	88.00	\$635.00	LF	* \$55,880.00 *
2.00	MOBILIZATION FEE	1.00	\$3,500.00	LS	* \$3,500.00 *
3.00	BARRICADES, SIGNS AND TRAFFIC HANDLING / LOCATION	2.00	\$3,500.00	MO	* \$7,000.00 *
4.00	CONDT (PVC)(SCHED 40)(2")	200.00	\$17.25	LF	* \$3,450.00 *
5.00	CONDT (PVC)(SCHED 40)(3")	285.00	\$21.00	LF	* \$5,985.00 *
6.00	CONDT (PVC)(SCHED 40)(3")(BORE)	570.00	\$38.00	LF	* \$21,660.00 *
7.00	CONDT (PVC)(SCHED 40)(4")	55.00	\$28.00	LF	* \$1,540.00 *
8.00	CONDT (PVC)(SCHED 40)(4")(BORE)	570.00	\$43.00	LF	* \$24,510.00 *
9.00	ELEC CONDR (NO. 8) INSULATED	2,360.00	\$2.90	LF	* \$6,844.00 *
10.00	ELEC CONDR (NO. 6) BARE	1,840.00	\$3.00	LF	* \$5,520.00 *
11.00	ELEC CONDR (NO. 6) INSULATED	40.00	\$3.15	LF	* \$126.00 *
12.00	ELEC CONDR (NO. 4) INSULATED	90.00	\$3.80	LF	* \$342.00 *
13.00	GROUND BOX TY C (162911) w/APRON	3.00	\$1,875.00	EA	* \$5,625.00 *
14.00	GROUND BOX TY D (162922) w/APRON	2.00	\$1,950.00	EA	* \$3,900.00 *
15.00	ELC SRV TY D (120/240) 060 (NS) AL (E) PS (U)	1.00	\$12,150.00	EA	* \$12,150.00 *
16.00	ALUMINUM SIGNS (TY A)	66.00	\$85.00	SF	* \$5,610.00 *
17.00	INSTALL HWY TRF SIG (ISOLATED) (DPT SUP CNT, CAB, BBU)	1.00	\$45,250.00	EA	* \$45,250.00 *
18.00	TEMP TRAFFIC SIGNALS	1.00	\$152,125.00	EA	* \$152,125.00 *
19.00	VEH SIG SEC (12") LED (GRN)	12.00	\$400.00	EA	* \$4,800.00 *
20.00	VEH SIG SEC (12") LED (GRN ARW)	12.00	\$400.00	EA	* \$4,800.00 *
21.00	VEH SIG SEC (12") LED (YEL)	12.00	\$400.00	EA	* \$4,800.00 *
22.00	VEH SIG SEC (12") LED (YEL ARW)	12.00	\$400.00	EA	* \$4,800.00 *
23.00	VEH SIG SEC (12") LED (RED)	12.00	\$400.00	EA	* \$4,800.00 *
24.00	VEH SIG SEC (12") LED (RED ARW)	8.00	\$400.00	EA	* \$3,200.00 *
25.00	PED SIG SEC (12") LED (COUNTDOWN)	8.00	\$1,250.00	EA	* \$10,000.00 *
26.00	BACKPLATE W/REF BRDR (3 SEC) (VENT) ALUM	16.00	\$1,320.00	EA	* \$21,120.00 *
27.00	BACKPLATE W/REF BRDR (5 SEC) (VENT) ALUM	4.00	\$1,970.00	EA	* \$7,880.00 *
28.00	TRF SIG CBL (TY A) (14 AWG) (5 CONDR)	1,000.00	\$3.20	LF	* \$3,200.00 *
29.00	TRF SIG CBL (TY A) (14 AWG) (7 CONDR)	60.00	\$4.10	LF	* \$246.00 *
30.00	TRF SIG CBL (TY A) (14 AWG) (10 CONDR)	1,165.00	\$6.50	LF	* \$7,572.50 *
31.00	TRF SIG CBL (TY A) (14 AWG) (20 CONDR)	795.00	\$9.00	LF	* \$7,155.00 *
32.00	TRF SIG CBL (TY A) (12 AWG) (2 CONDR)	1,545.00	\$3.00	LF	* \$4,635.00 *
33.00	INST TRF SIG PL AM (S) 1 ARM (55') LUM (INSTALL ONLY)	1.00	\$6,875.00	EA	* \$6,875.00 *
34.00	INST TRF SIG PL AM (S) 1 ARM (65') LUM (INSTALL ONLY)	3.00	\$7,150.00	EA	* \$21,450.00 *
35.00	PED POLE ASSEMBLY (INSTALL ONLY WITH FOUNDATION)	7.00	\$3,240.00	EA	* \$22,680.00 *
36.00	PED DETECTOR PUSH BUTTON (APS)	8.00	\$1,675.00	EA	* \$13,400.00 *
37.00	PED DETECTOR CONTROLLER UNIT	1.00	\$4,685.00	EA	* \$4,685.00 *
38.00	BBU SYSTEM (INSIDE THE CABINET) (INSTALL ONLY)	1.00	\$1,800.00	EA	* \$1,800.00 *
39.00	ILSN SIGN (INSTALL ONLY)	4.00	\$5,995.00	EA	* \$23,980.00 *
40.00	RVDS (PRESENCE DETECTION ONLY)	4.00	\$12,725.00	EA	* \$50,900.00 *
41.00	RVDS (ADVANCE DETECTION ONLY)	4.00	\$22,500.00	EA	* \$90,000.00 *
42.00	INSTALL OPTICOM DETECTOR	4.00	\$725.00	EA	* \$2,900.00 *
43.00	INSTALL OPTICOM PHASE SELECTOR	1.00	\$725.00	EA	* \$725.00 *
44.00	INSTALL OPTICOM DETECTOR CABLE	780.00	\$2.75	LF	* \$2,145.00 *

BOND IF NEEDED +/-

1.00 \$8,645.00

Mels will do everything possible to have the Temporary Signal installed by August 12, 2025 providing all city supplied material is available & radar's & pushbuttons do not need to be installed. We believe August 22, 2025 to be a more realistic date providing we do not have any inclement weather & all materials are received in a timely manner additionally, once bid is approved we will need to issue purchase orders & request submittal for approval prior to releasing the materials to be procured.

RCVD ADDENDUM:

NOTES: Bid quotation does NOT include:

engineering, surveying, barricades, temp. power, tax, pavement markings,
 utility co. charges, removal & replacement of irrigation, landscape, spoils,
 asphalt, or concrete, riprap around poles, engineered traffic control plan or equipment.

**ANY NEW SIGNAL POLES, CONTROLLER & CABINET ASSEM., BBU SYSTEM
 PEDESTRIAN SIGNAL POLE ASSEMBLIES, OPTICOM DETECTORS,
 PHASE SELECTOR & CABLE,**

Signature: _____

Name: Mario Canizares

Title: Town Manager

MATERIALS \$369,458.35
 LABOR, OVERHEAD, PROFIT, ETC \$322,107.15

TOTAL BID PRICE



LOCATION MAP

First Street and Legacy Drive
Temporary and Permanent Traffic Signals





ENGINEERING SERVICES

To: Mayor and Town Council

From: Pete Anaya, P.E., Assistant Director of Engineering – Capital Projects

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

Re: Craig Street Elevated Storage Tank Rehabilitation

Town Council Meeting – June 24, 2025

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a Professional Engineering Service Agreement between Freese and Nichols, Inc., and the Town of Prosper, Texas, related to the design of the Craig Street Elevated Storage Tank Rehabilitation project for \$368,950.

Description of Agenda Item:

This project includes the design for the rehabilitation of the existing 2.0 Million Gallon Craig Street Elevated Storage Tank (EST). The interior and exterior coating system is at end-of-life span and in need of blasting and recoating. The design will be based on observations from the December 2024 inspections report, as well as the issues identified by the Town including a new interior and exterior coating system. The project will include formal 60% design, and 100% design review submittals. At the 60% design phase, staff will present to the Town Council several design concepts for the Town logo and color combinations on the EST for consideration. Review meetings will be included between the 60% and 100% submittals, and before the final signed and sealed submittal. Freese and Nichols, Inc., will provide bid phase services, and general representation during the construction phase.

Budget Impact:

The cost for the design is \$368,950. A total of \$460,000 is budgeted in the FY25 CIP in Account No. WA202520-DESGN-DESGN.

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. December 2024 Inspections Report
2. Professional Engineering Service Agreement
3. Location Map

Town Staff Recommendation:

Town staff recommends that the Town Council authorize the Town Manager to execute a Professional Engineering Service Agreement between Freese and Nichols, Inc., and the Town of Prosper, Texas, related to the design of the Craig Street Elevated Storage Tank Rehabilitation project for \$368,950.

Proposed Motion:

I move to authorize the Town Manager to execute a Professional Engineering Service Agreement between Freese and Nichols, Inc., and the Town of Prosper, Texas, related to the design of the Craig Street Elevated Storage Tank Rehabilitation project for \$368,950.

Town of Prosper

2024 ROV Inspections

December 2024



US UNDERWATER
123 Sentry Drive • Mansfield, TX 76063
800.860.2178
www.usunderwaterservices.com



a  **consor** company



Statement of Certification

Town of Prosper

Location: Prosper, TX

December 2024

This form certifies the inspections were completed on the above date for the facilities listed below:

[2] 2,000,000 Gallon Elevated

[1] 2,500,000 Gallon Elevated

U.S. Underwater certifies the work was completed in accordance with the American Water Works Association's [AWWA] current standards [ANSI/AWWA c652-92] regarding disinfection procedures when conducting underwater activities in potable water storage facilities. All equipment used is designated for potable water use only.

A handwritten signature in black ink, appearing to read "Ryan Enos", with a stylized flourish at the end.

Ryan Enos
Director of Sales & Marketing
CONSOR Engineers LLC, dba U.S. Underwater



Report Proposal

December 16, 2024

Town of Prosper
James Rodriguez
jrodriguez@prospertx.gov

U.S. Underwater
Sissie Field
sissie.field@usunderwaterservices.com

These recommendations are based on the results of the inspection and are suggested to comply with OSHA and/or AWWA standards. Please contact your U.S. Underwater Account Manager for a customized proposal.

Inspection	Capacity	Type	Name
#1	2,000,000	Elevated	401 S Craig Rd PS EST

- ☐ Repair internal plumbing
- ☐ Remove the 1/4 in-3 in, 10% coverage of sediment and debris from the floor plates

Inspection	Capacity	Type	Name
#2	2,000,000	Elevated	1851 East Prosper Trl

- ☐ Remove the 2 in, 15% coverage of sediment from the floor plates

Inspection	Capacity	Type	Name
#3	2,500,000	Elevated	3180 Fishtrap Road

- ☐ Remove the 1 1/2 in, 15% coverage of sediment and debris from the floor plates




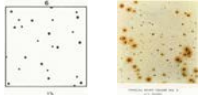





References

Item 16.

Standard Method of Evaluating Degree of Rusting on Painted Steel Surfaces – SSPC-Vis 2-82 & ASTM D 610-85

The graphical representations show examples of area percentages, which may be helpful in rust grading. The use of photographic reference standards requires the following precautions:

- ☒ Some finishes are stained by rust. This staining must not be confused with the actual rusting involved.
- ☒ Accumulated dirt or other material may make accurate determination of the degree of rusting difficult.
- ☒ Certain types of deposited dirt that contain iron or iron compounds may cause surface discoloration that should not be mistaken for corrosion.
- ☒ It must be realized that failure may vary over a given area and discretion must therefore be used in applying these reference standards.
- ☒ In evaluating surfaces, consideration shall be given to the color of the finish coating, since failures will be more apparent on a finish that shows color contrast with rust, such as white, than on a similar color, such as iron oxide finish.
- ☒ The photographic reference standards are not required for use of the rust-grade scale since the scale is based upon the percent of the area rusted and any method of assessing area rusted may be used to determine the rust grade.

Rust Grades A	Description	Graphical Representation
10	No rusting or less than 0.01% of surface rusted	Unnecessary
9	Minute rusting less than 0.03% of surface rusted	
8 ^B	Few isolated rust spots less than 0.1% of surface rusted	
7	Less than 0.3% of surface rusted	
6 ^C	Extensive rust spots but less than 1% of surface rusted	
5	Rusting to the extent of 3% of surface rusted	
4 ^D	Rusting to the extent of 10% of surface rusted	
3 ^E	Approximately one sixth of the surface rusted 16%	
2	Approximately one third of the surface rusted 33%	
1	Approximately one half of the surface rusted 50%	



Elevated Inspection - ROV

Town of Prosper Inspection #1 / 401 S Craig Rd PS-EST

Complete

Flagged items	2
Inspection Title	Town of Prosper Inspection #1
Client Specific Tank Name	401 S Craig Rd PS-EST
Client	Town of Prosper
Job Number	S248616TX.00
Prepared by	Dive Six
Conducted on	05.12.2024 13:10 CST

Recommended Maintenance

2 flagged

Internal Inspection

Condition of Internal Plumbing

Fair

Recommend internal plumbing be repaired

Internal Inspection

Is Facility Free of Sediment/Debris?

No

Recommend the 1/4 in-3 in, 10% coverage, of sandy silt sediment, rocks and debris be removed from the floor plates

External Inspection

Reference photo of facility



Photo 1

Facility Type

Composite

Facility Construction

Metal-Welded

Capacity

2MG

Height

150ft

Diameter

UNK

Tank ID Plate

No

Lower Level

Condition of Intruder Protection Fence

Good

Condition of Foundation

Good

Photo of Foundation



Photo 2



Photo 3



Photo 4



Photo 5

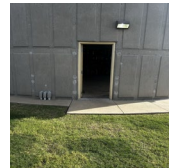


Photo 6

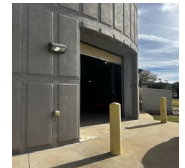


Photo 7

Lower Level Manway/Facility Access Door

Yes

Photo of Lower Level Manway

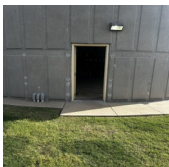


Photo 8

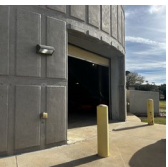


Photo 9

Was Manway Labeled 'Confined Space?'

No

Recommend a 'confined space entry' placard be installed

Water Level Indicator Type(s)

Pressure Gauge	Electronic	SCADA
----------------	------------	-------

Photo of Water Level Indicator(s)

Photo 10



Photo 11

Condition of Water Level Indicator(s)

Good

Condition of Overflow

Good

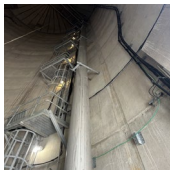
Photo of Overflow

Photo 12

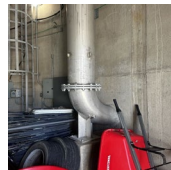


Photo 13



Photo 14

Does Overflow Extend to Ground/Accessible?

Compliant

Does Overflow Flapper Seal?

Compliant

Photo of Flapper

Photo 15

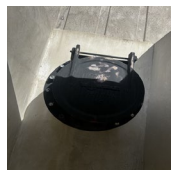


Photo 16

Overflow Diameter

16in

Photo of External Plumbing

Photo 17

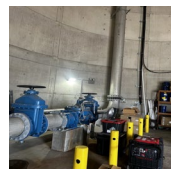


Photo 18

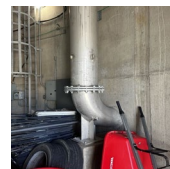


Photo 19

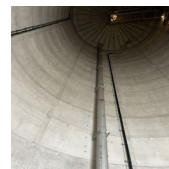


Photo 20

Condition of External Plumbing

Good

Condition of External Lower Ladder

Good

Photo of External Lower Ladder

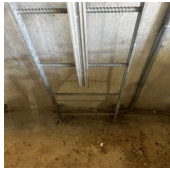


Photo 21

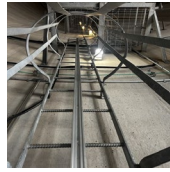


Photo 22



Photo 23



Photo 24

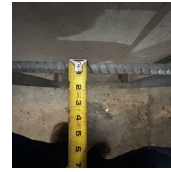


Photo 25

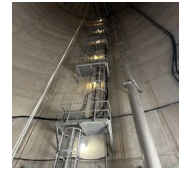


Photo 26

Width of External Lower Ladder

16 3/4in

Diameter of Rung

3/4in

Length of External Lower Ladder

100ft

Length of Standoff

7in

Condition of Intruder Protection Door

Good

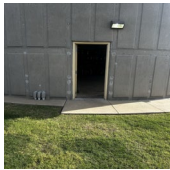


Photo 27

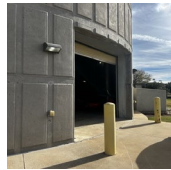


Photo 28

Does External Ladder Have Cage?

Yes

Diameter of Cage

33in

Cage Material

Galvanized

Photo of Cage

Photo 29

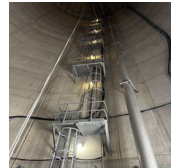


Photo 30

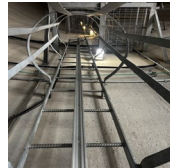


Photo 31



Photo 32

Condition of Fall Protection System

Good

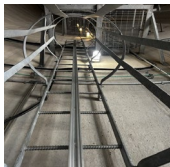
Photo of Fall Protection System

Photo 33

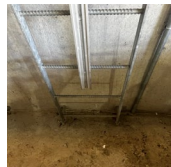


Photo 34

Upper Level**Condition of Catwalk**

Good

Condition of Sidewall Plates

Good

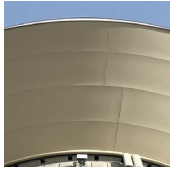
Photo of Sidewall Plates

Photo 35

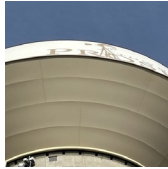


Photo 36



Photo 37



Photo 38

Condition of Sidewall Protective Coating (SSPC Rating)

9

Condition of Center Access Tube

Good

Condition of Side Manway Access Hatch

Good

Condition of External Upper Ladder

Good

Photo of External Ladder

Photo 39



Photo 40



Photo 41



Photo 42

Width of External Ladder

17 INCHES

Diameter of Rung

3/4 INCHES

Length of External Ladder

50 FEET

Length of Standoff

7 1/8 INCHES

Condition of Fall Protection System

Good

Photo of Fall Protection System

Photo 43

Condition of Roof Access Hatch

Good

Photo of Roof Access Hatch

Photo 44



Photo 45



Photo 46



Photo 47

Size of Roof Access Hatch

30 1/2 x 30 1/2 INCHES

Was Roof Access Hatch Locked?

Yes, Lock in Good Condition

Photo of Roof Plates

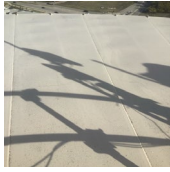


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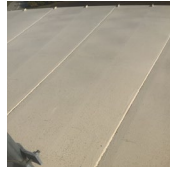


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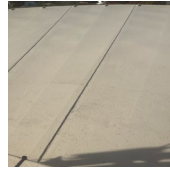


Photo 50



Photo 51



Photo 52

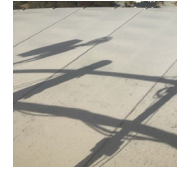


Photo 53

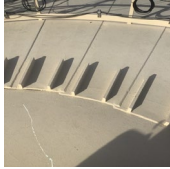


Photo 54



Photo 55



Photo 56



Photo 57

Condition of Roof Plates

Good

Condition of Roof Coating (SSPC Rating)

8

Condition of Anode Plates

N/A

None

Photo of Water Access Hatch



Photo 58



Photo 59



Photo 60



Photo 61

Condition of Water Access Hatch

Good

Size of Water Access Hatch

30 1/2 x 30 1/2 INCHES

Was Water Access Hatch Labeled 'Confined Space?'

Yes

Was Water Access Hatch Locked?

Yes, Lock in Good Condition

Type of Roof Vent

Mushroom Shape

Photo of Roof Vent



Photo 62



Photo 63



Photo 64



Photo 65

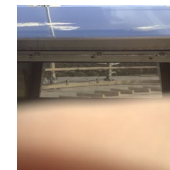


Photo 66

Condition of Roof Vent

Good

Vent Circumference

26 x 25 INCHES

Condition of Vent Screen

Compliant

Condition of Aircraft Warning Lights

Working

RF Antennas Present?

Yes

Photo of Antennas

Photo 67



Photo 68



Photo 69



Photo 70



Photo 71



Photo 72



Photo 73



Photo 74



Photo 75



Photo 76



Photo 77



Photo 78



Photo 79








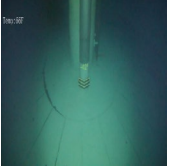
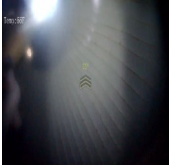

Photo 80



Photo 81

RF Hazard Warning Signs Posted?

Yes

Internal Inspection		1 flagged
Condition of Water Access Ladder		Good
Photo of Water Access Ladder		
		
Photo 82	Photo 83	Photo 84
	Photo 85	
Width of Water Access Ladder		17in
Diameter of Rung		1in
Length of Ladder		50ft
Length of Standoff		7 1/8in
Condition of Fall Protection System		Good
Condition of Roof Supports		Good
Photo of Roof Supports		
		
Photo 86	Photo 87	
Condition of Roof Plates		Good
Photo of Roof Plates		
		
Photo 88	Photo 89	
Condition of Water Level Indicator System		N/A
Condition of Overflow		Good
Photo of Overflow		

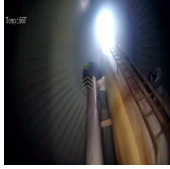


Photo 90

Condition of Cathodic Protection

N/A

None

Condition of Sidewall Plates

Good

Photo of Sidewall Plates

Photo 91



Photo 92

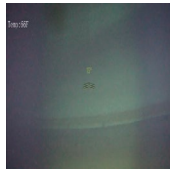


Photo 93

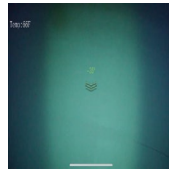


Photo 94

Condition of Sidewall Plates (SSPC Rating)

10

Condition of Side Manway Access

Good

Photo of Side Manway Access

Photo 95

Condition of Internal Plumbing

Fair

Recommend internal plumbing be repaired

Deficiency

Rubber deteriorated

Photo of Internal Plumbing

Photo 96



Photo 97

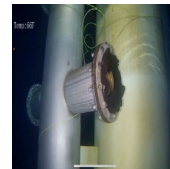


Photo 98



Photo 99



Photo 100

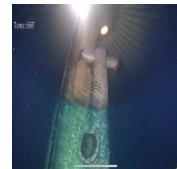


Photo 101

Condition of Center Access Tube

Good

Does Facility Have a Mixer?

Yes

Visual Condition of Mixer

Good

Photo of Mixer



Photo 102

Condition of Floor Plates

Good

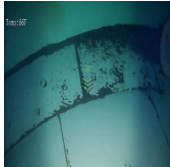
Photo of Floor Plates

Photo 103

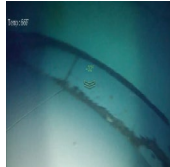


Photo 104

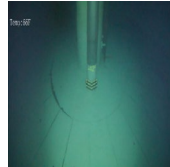


Photo 105

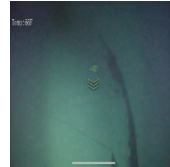


Photo 106

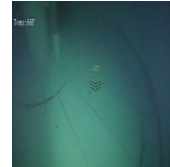


Photo 107

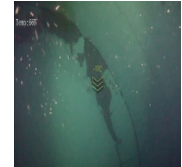


Photo 108



Photo 109

Condition of Floor Plates (SSPC Rating)

10

Is Facility Free of Sediment/Debris?

No

Recommend the 1/4 in-3 in, 10% coverage, of sandy silt sediment, rocks and debris be removed from the floor plates

Sediment/Debris Type

Sandy Silt

Rocks

Other Debris

Mainly rocks bigger than what USU's 3 in pump could suck up. Also, rubber from the Duckbills

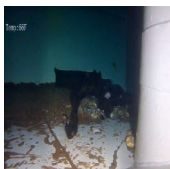
Photo of Sediment/Debris

Photo 110

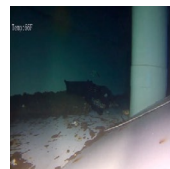


Photo 111

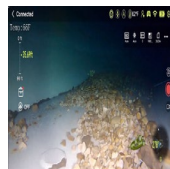


Photo 112

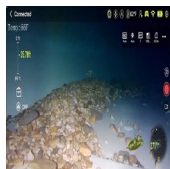


Photo 113

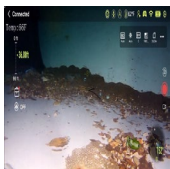


Photo 114

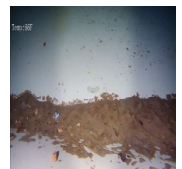


Photo 115



Photo 116

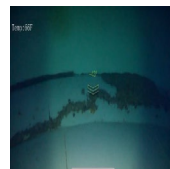


Photo 117

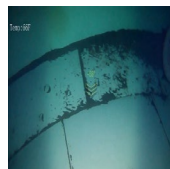


Photo 118

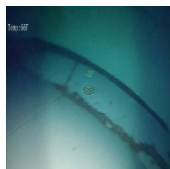


Photo 119

Sediment Depth


Possible 3 inches max in spots

Percentage of Sediment Coverage

10%

Level of Staining Inside Facility

None

Clarity of Water	Good
Quality of Water	Good
Water Temperature	Cold (60 degrees or less)
Water Depth (Maximum)	50ft
Water Depth (Actual)	36ft
Inspector	
	J. Wallace 16.12.2024 15:33 CST



Elevated Inspection - ROV

Town of Prosper Inspection #2 / 1851 East Prosper Trl

Complete

Flagged items	1
Inspection Title	Town of Prosper Inspection #2
Client Specific Tank Name	1851 East Prosper Trl
Client	Town of Prosper
Job Number	S248616TX.00
Prepared by	Dive Six
Conducted on	05.12.2024 13:10 CST

Recommended Maintenance

1 flagged

Internal Inspection

Is Facility Free of Sediment/Debris?

No

Recommend the 2 in, 15% coverage, of sandy silt sediment be removed from the floor plates

External Inspection

Reference photo of facility

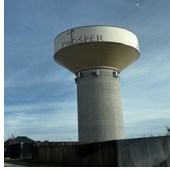


Photo 1

Facility Type

Composite

Facility Construction

Metal-Welded

Capacity

2MG

Height

165 to roof 102 to catwalk

Diameter

UNK

Tank ID Plate

No

Lower Level

Condition of Intruder Protection Fence

Good

Condition of Foundation

Good

Photo of Foundation



Photo 2



Photo 3



Photo 4



Photo 5



Photo 6



Photo 7

Lower Level Manway/Facility Access Door

Yes

Photo of Lower Level Manway

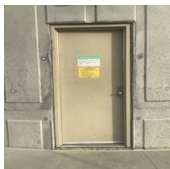


Photo 8

Size

Standard door size

Was Manway Labeled 'Confined Space?'

No

Recommend a 'confined space entry' placard be installed

Water Level Indicator Type(s)

Pressure Gauge

SCADA

Photo of Water Level Indicator(s)

Photo 9

Condition of Water Level Indicator(s)

Good

Condition of Overflow

Good

Photo of Overflow

Photo 10



Photo 11

Does Overflow Extend to Ground/Accessible?

Compliant

Does Overflow Flapper Seal?

Compliant

Photo of Flapper

Photo 12



Photo 13



Photo 14

Overflow Diameter

16 INCHES

Photo of External Plumbing

Photo 15

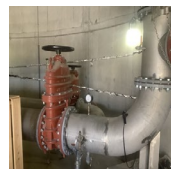


Photo 16



Photo 17

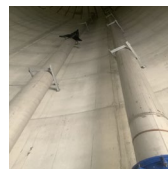


Photo 18

Condition of External Plumbing

Good

Condition of External Lower Ladder

Good

Photo of External Lower Ladder

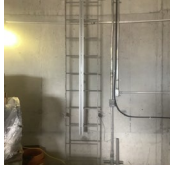


Photo 19

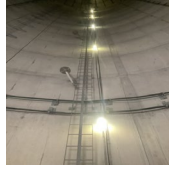


Photo 20



Photo 21



Photo 22



Photo 23

Width of External Lower Ladder

16 3/4 INCHES

Diameter of Rung

3/4 INCHES

Length of External Lower Ladder

100 FEET

Length of Standoff

7 1/4 INCHES

Condition of Intruder Protection Door

Good

Uses facility door

Photo of Intruder Protection Door

Photo 24

Does External Ladder Have Cage?

No

Condition of Fall Protection System

Good

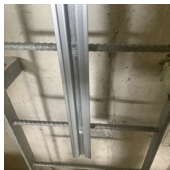
Photo of Fall Protection System

Photo 25

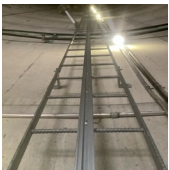


Photo 26

Upper Level**Condition of Catwalk**

Good

Condition of Sidewall Plates

Good

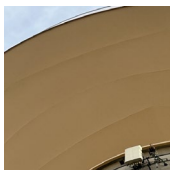
Photo of Sidewall Plates

Photo 27

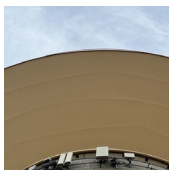


Photo 28



Photo 29

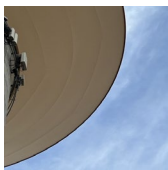


Photo 30

Condition of Sidewall Protective Coating (SSPC Rating)

10

Condition of Center Access Tube

Good

Condition of Side Manway Access Hatch

Good

Condition of External Upper Ladder

Good

Photo of External Ladder



Photo 31



Photo 32

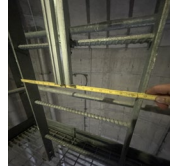


Photo 33



Photo 34



Photo 35

Width of External Ladder

17in

Diameter of Rung

3/4in

Length of External Ladder

64ft

Length of Standoff

10 3/4in

Condition of Fall Protection System

Good

Photo of Fall Protection System

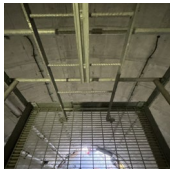


Photo 36

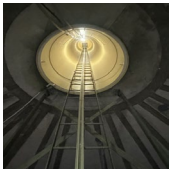


Photo 37

Condition of Roof Access Hatch

Good

Photo of Roof Access Hatch



Photo 38



Photo 39

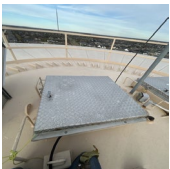


Photo 40

Size of Roof Access Hatch

30in

Was Roof Access Hatch Locked?

Yes, Lock in Good Condition

Photo of Roof Plates



Photo 41

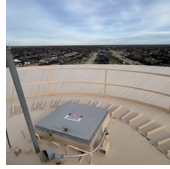


Photo 42

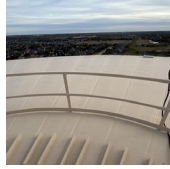


Photo 43

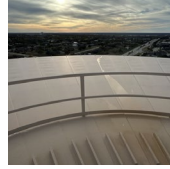


Photo 44



Photo 45

Condition of Roof Plates

Good

Condition of Roof Coating (SSPC Rating)

10

Condition of Anode Plates

N/A

None

Photo of Water Access Hatch

Photo 46



Photo 47



Photo 48

Condition of Water Access Hatch

Good

Size of Water Access Hatch

30in

Was Water Access Hatch Labeled 'Confined Space?'

Yes

Was Water Access Hatch Locked?

Yes, Lock in Good Condition

Type of Roof Vent

T-Shape

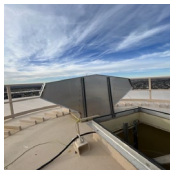
Photo of Roof Vent

Photo 49



Photo 50



Photo 51

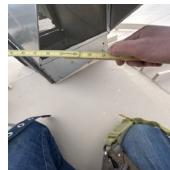


Photo 52



Photo 53

Condition of Roof Vent

Good

Vent Circumference

26 1/4in x 26 1/4in

Condition of Vent Screen

Compliant

Condition of Aircraft Warning Lights

N/A

None

RF Antennas Present?

No





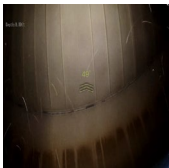
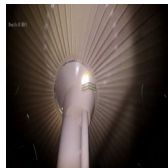
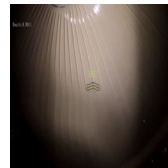

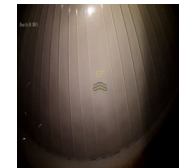
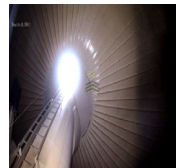
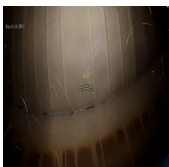
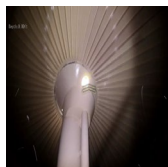
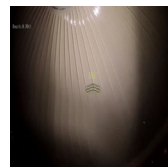

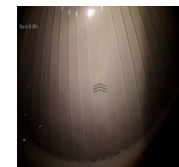
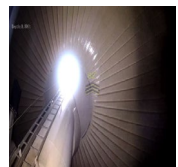
Internal Inspection		1 flagged			
Condition of Water Access Ladder		Good			
Photo of Water Access Ladder					
					
Photo 54	Photo 55	Photo 56	Photo 57		
Width of Water Access Ladder		17in			
Diameter of Rung		1in			
Length of Ladder		52ft			
Length of Standoff		7in			
Condition of Fall Protection System		Good			
Condition of Roof Supports		Good			
Photo of Roof Supports					
					
Photo 58	Photo 59	Photo 60	Photo 61	Photo 62	Photo 63
Condition of Roof Plates		Good			
Photo of Roof Plates					
					
Photo 64	Photo 65	Photo 66	Photo 67	Photo 68	Photo 69
Condition of Roof Plates (SSPC Rating)		8			
Condition of Water Level Indicator System		Good			
Photo of Water Level Indicator System					



Photo 70

Condition of Overflow

Good

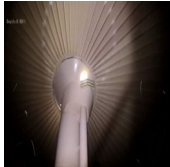
Photo of Overflow

Photo 71



Photo 72

Condition of Cathodic Protection

N/A

None

Condition of Sidewall Plates

Good

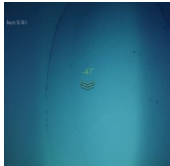
Photo of Sidewall Plates

Photo 73

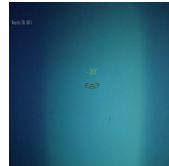


Photo 74

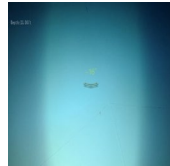


Photo 75



Photo 76



Photo 77

Condition of Side Manway Access

Good

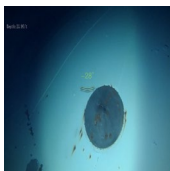
Photo of Side Manway Access

Photo 78

Condition of Internal Plumbing

Good

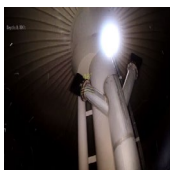
Photo of Internal Plumbing

Photo 79

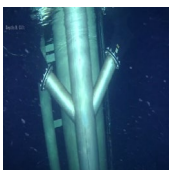


Photo 80

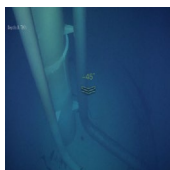


Photo 81

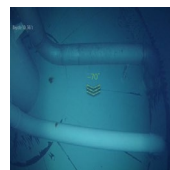


Photo 82

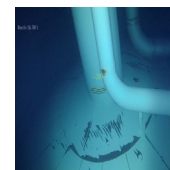


Photo 83



Photo 84



Photo 85

Condition of Center Access Tube	Good
Does Facility Have a Mixer?	No
Condition of Floor Plates	Good
Condition of Floor Plates (SSPC Rating)	8
Is Facility Free of Sediment/Debris?	No
Recommend the 2 in, 15% coverage, of sandy silt sediment be removed from the floor plates	
Sediment/Debris Type	Sandy Silt

Photo of Sediment/Debris

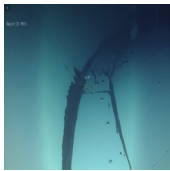


Photo 86



Photo 87



Photo 88

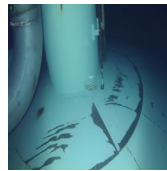


Photo 89

Sediment Depth	2 INCHES
Percentage of Sediment Coverage	15%
Level of Staining Inside Facility	Light

Photo of Staining



Photo 90

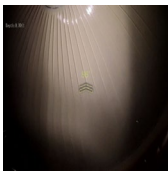


Photo 91

Clarity of Water	Good
Quality of Water	Good
Water Temperature	Cool
Water Depth (Maximum)	50 FEET
Water Depth (Actual)	29 FEET

Inspector

A handwritten signature in black ink, appearing to be 'M Greathouse', written on a light blue rectangular background.

Michael Greathouse
05.12.2024 16:29 CST



Elevated Inspection - ROV

Town of Prosper Inspection #3 / 3180 Fishtrap Road

Complete

Flagged items	1
Inspection Title	Town of Prosper Inspection #3
Client Specific Tank Name	3180 Fishtrap Road
Client	Town of Prosper
Job Number	S248616TX.00
Prepared by	Dive Six
Conducted on	05.12.2024 13:10 CST

Recommended Maintenance

1 flagged

Internal Inspection

Is Facility Free of Sediment/Debris?

No

Recommend the 1 1/2 in, 15% coverage, of sandy silt sediment and debris be removed from the floor plates

External Inspection

Reference photo of facility

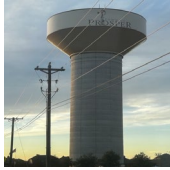


Photo 1

Facility Type

Composite

Facility Construction

Metal-Welded

Capacity

2.5 MG

Height

UNK

Diameter

UNK

Tank ID Plate

No

Lower Level

Condition of Intruder Protection Fence

Good

Condition of Foundation

Good

Photo of Foundation



Photo 2



Photo 3

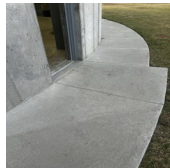


Photo 4

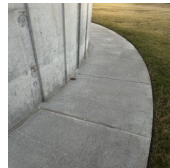


Photo 5

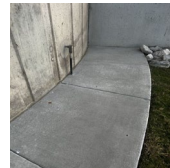


Photo 6

Lower Level Manway/Facility Access Door

Yes

Standard walkthrough door

Size

N/A

Was Manway Labeled 'Confined Space?'

No

Recommend a 'confined space entry' placard be installed

Water Level Indicator Type(s)

Pressure Gauge

Electronic

SCADA

Photo of Water Level Indicator(s)



Photo 7



Photo 8

Condition of Water Level Indicator(s)

Good

Condition of Overflow

Good

Photo of Overflow



Photo 9



Photo 10

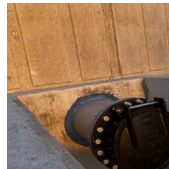


Photo 11

Does Overflow Extend to Ground/Accessible?

Compliant

Does Overflow Flapper Seal?

Compliant

Photo of Flapper



Photo 12



Photo 13



Photo 14

Overflow Diameter

24in

Photo of External Plumbing



Photo 15

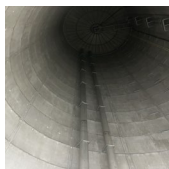


Photo 16

Condition of External Plumbing

Good

Condition of External Lower Ladder

Good

Photo of External Lower Ladder

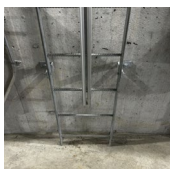


Photo 17

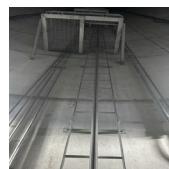


Photo 18

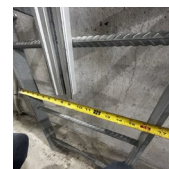


Photo 19



Photo 20

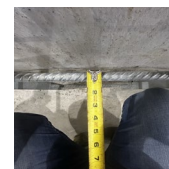


Photo 21

Width of External Lower Ladder	16 3/4in
Diameter of Rung	3/4in
Length of External Lower Ladder	140ft
Length of Standoff	7 1/4in
Condition of Intruder Protection Door	Good
Does External Ladder Have Cage?	No
Condition of Fall Protection System	Good

Photo of Fall Protection System



Photo 22

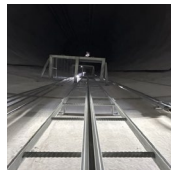


Photo 23

Upper Level

Condition of Catwalk	Good
Condition of Sidewall Plates	Good

Photo of Sidewall Plates

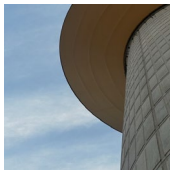


Photo 24

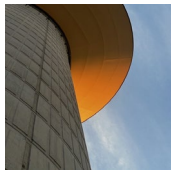


Photo 25

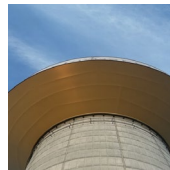


Photo 26

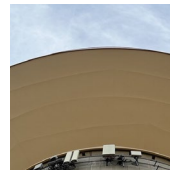


Photo 27

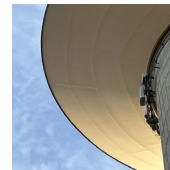


Photo 28

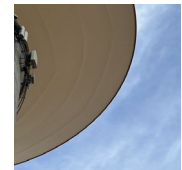


Photo 29

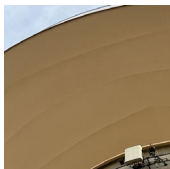


Photo 30

Condition of Sidewall Protective Coating (SSPC Rating)	9
Condition of Center Access Tube	Good
Condition of Side Manway Access Hatch	Good
Condition of External Upper Ladder	Good

Photo of External Ladder

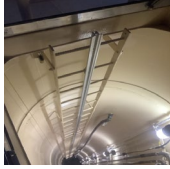


Photo 31



Photo 32



Photo 33

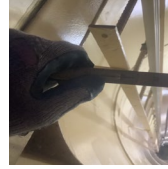


Photo 34

Width of External Ladder

17 INCHES

Diameter of Rung

3/4 INCHES

Length of External Ladder

60 FEET

Length of Standoff

7 1/2 INCHES

Condition of Fall Protection System

Good

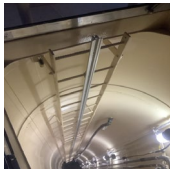
Photo of Fall Protection System

Photo 35

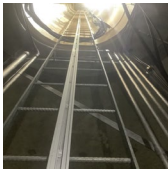


Photo 36

Condition of Roof Access Hatch

Good

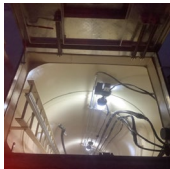
Photo of Roof Access Hatch

Photo 37



Photo 38



Photo 39



Photo 40

Size of Roof Access Hatch

42 1/2x 42 1/2 INCHES

Was Roof Access Hatch Locked?

Yes, Lock in Good Condition

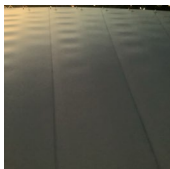
Photo of Roof Plates

Photo 41

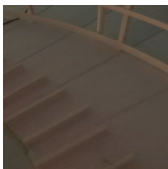


Photo 42



Photo 43

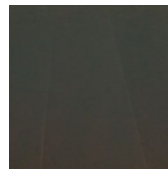


Photo 44

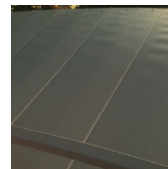


Photo 45

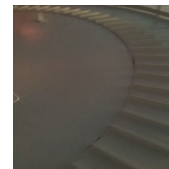











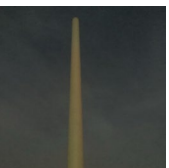
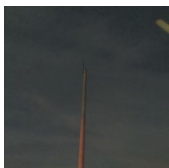
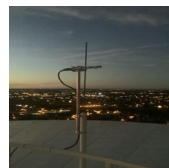
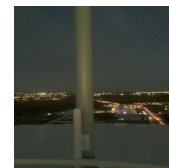
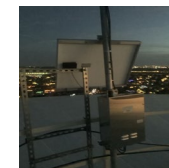
Photo 46



Photo 47



Photo 48

Condition of Roof Plates	Good
Condition of Roof Coating (SSPC Rating)	9
Condition of Anode Plates None	N/A
Photo of Water Access Hatch	
	
Photo 49	Photo 50
	
Photo 51	Photo 52
Condition of Water Access Hatch	Good
Size of Water Access Hatch	42 1/2 x 42 1/2 INCHES
Was Water Access Hatch Labeled 'Confined Space?'	Yes
Was Water Access Hatch Locked?	Yes, Lock in Good Condition
Type of Roof Vent	Mushroom Shape
Photo of Roof Vent	
	
Photo 53	Photo 54
	
Photo 55	Photo 56
Condition of Roof Vent	Good
Vent Circumference	76 1/4 INCHES
Condition of Vent Screen	Compliant
Condition of Aircraft Warning Lights	Working
RF Antennas Present?	Yes
Photo of Antennas	
	
Photo 57	Photo 58
	
Photo 59	Photo 60
	
Photo 61	Photo 62

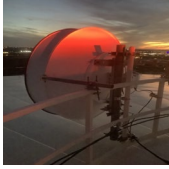




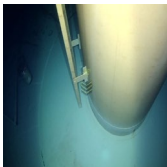
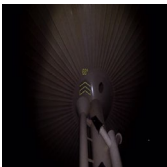
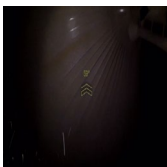
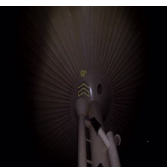
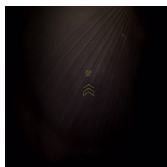
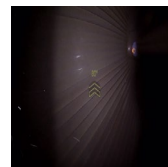
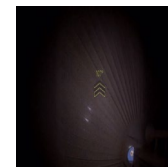
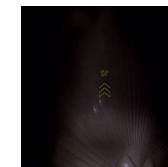



Photo 63

RF Hazard Warning Signs Posted?

Yes

Internal Inspection		1 flagged
Condition of Water Access Ladder		Good
Photo of Water Access Ladder		
		
Photo 64	Photo 65	Photo 66
		
Photo 67		
Width of Water Access Ladder		17 INCHES
Diameter of Rung		3/4 INCHES
Length of Ladder		50 FEET
Length of Standoff		7 1/2 INCHES
Condition of Fall Protection System		Good
Condition of Roof Supports		Good
Photo of Roof Supports		
		
Photo 68	Photo 69	
Condition of Roof Plates		Good
Photo of Roof Plates		
		
Photo 70	Photo 71	Photo 72
		
Photo 73	Photo 74	Photo 75
		
Photo 76		
Condition of Roof Plates (SSPC Rating)		10
Condition of Water Level Indicator System		N/A

Condition of Overflow

Good

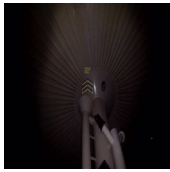
Photo of Overflow

Photo 77

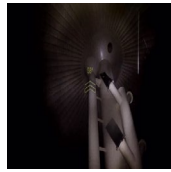


Photo 78

Condition of Cathodic Protection

N/A

None

Condition of Sidewall Plates

Good

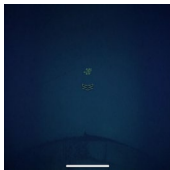
Photo of Sidewall Plates

Photo 79

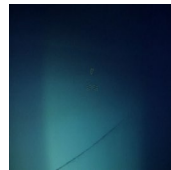


Photo 80

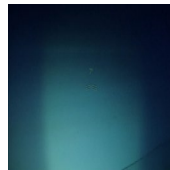


Photo 81

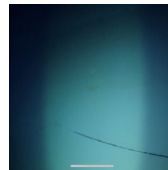


Photo 82

Condition of Sidewall Plates (SSPC Rating)

10

Condition of Side Manway Access

Good

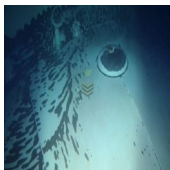
Photo of Side Manway Access

Photo 83

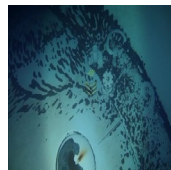


Photo 84

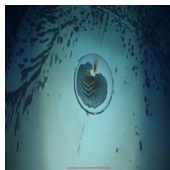


Photo 85

Condition of Internal Plumbing

Good

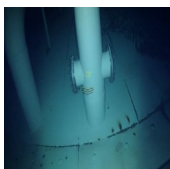
Photo of Internal Plumbing

Photo 86

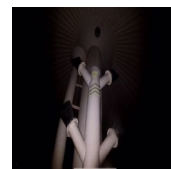


Photo 87

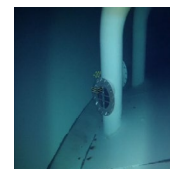


Photo 88

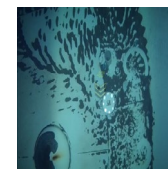


Photo 89

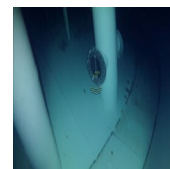


Photo 90

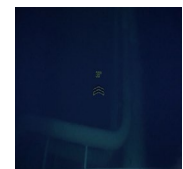


Photo 91

Condition of Center Access Tube

Good

Does Facility Have a Mixer?

Yes

Visual Condition of Mixer

Good

Photo of Mixer

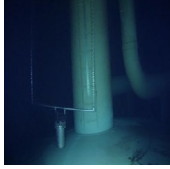


Photo 92

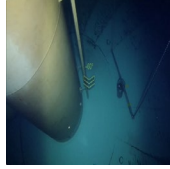


Photo 93



Photo 94

Condition of Floor Plates

Good

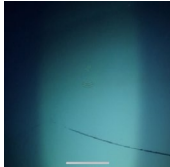
Photo of Floor Plates

Photo 95

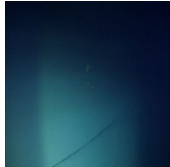


Photo 96

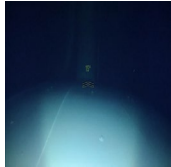


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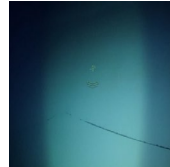


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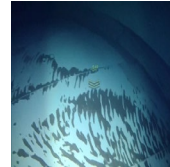


Photo 99

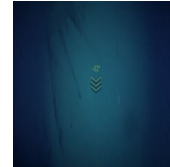


Photo 100

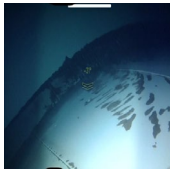


Photo 101



Photo 102

Condition of Floor Plates (SSPC Rating)

9

Is Facility Free of Sediment/Debris?

No

Recommend the 1 1/2 in, 15% coverage, of sandy silt sediment and debris be removed from the floor plates

Sediment/Debris Type

Sandy Silt

Other Debris

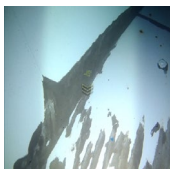
Photo of Sediment/Debris

Photo 103

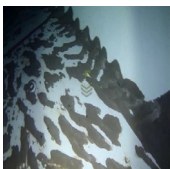


Photo 104

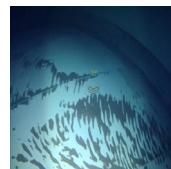


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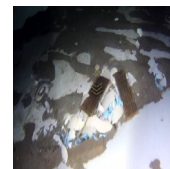


Photo 106

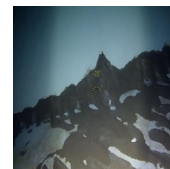


Photo 107

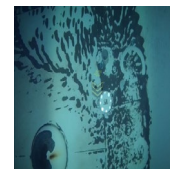


Photo 108

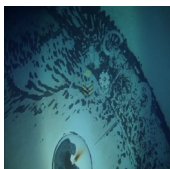


Photo 109

Sediment Depth


1 1/2"

Percentage of Sediment Coverage

15%

Level of Staining Inside Facility

None

Clarity of Water	Good
Quality of Water	Good
Water Temperature	Cool
Water Depth (Maximum)	50ft
Water Depth (Actual)	24ft
Inspector	
	J. Wallace 16.12.2024 16:23 CST

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND FREESE AND NICHOLS, INC.
FOR THE CRAIG STREET ELEVATED STORAGE TANK REHABILITATION PROJECT (2520-WA)**

This Agreement for Professional Engineering Services, hereinafter called "Agreement," is entered into by the **Town of Prosper, Texas**, a municipal corporation, duly authorized to act by the Town Council of said Town, hereinafter called "Town," and **Freese and Nichols, Inc.**, a company authorized to do business in Texas, acting through a duly authorized officer, hereinafter called "Consultant," relative to Consultant providing professional engineering services to Town. Town and Consultant when mentioned collectively shall be referred to as the "Parties."

W I T N E S S E T H:

WHEREAS, Town desires to obtain professional engineering services in connection with the **Craig Street Elevated Storage Tank Rehabilitation Project (2520-WA)**, hereinafter called "Project";

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

1. **Term of Agreement.** This Agreement shall become effective on the date of its execution by both Parties, and shall continue in effect thereafter until terminated as provided herein.
2. **Services to be Performed by Consultant.** The Parties agree that Consultant shall perform such services as are set forth and described in **Exhibit A - Scope of Services** and incorporated herein as if written word for word. All services provided by Consultant hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of their profession. In case of conflict in the language of Exhibit A and this Agreement, this Agreement shall govern and control. Deviations from the Scope of Services or other provisions of this Agreement may only be made by written agreement signed by all Parties to this Agreement.
3. **Prompt Performance by Consultant.** Consultant shall perform all duties and services and make all decisions called for hereunder promptly and without unreasonable delay as is necessary to cause Consultant's services hereunder to be timely and properly performed. Notwithstanding the foregoing, Consultant agrees to use diligent efforts to perform the services described herein and further defined in any specific task orders, in a manner consistent with these task orders; however, the Town understands and agrees that Consultant is retained to perform a professional service and such services must be bound, first and foremost, by the principles of sound professional judgment and reasonable diligence.
4. **Compensation of Consultant.** Town agrees to pay to Consultant for satisfactory completion of all services included in this Agreement a total fee of **Three Hundred Sixty Eight Thousand Nine Hundred Fifty Dollars** (\$368,950) for the Project as set forth and described in **Exhibit B - Compensation Schedule** and incorporated herein as if written word for word. Lump sum fees shall be billed monthly based on the percentage of completion. Hourly not to exceed fees shall be billed monthly based on hours of work that have been completed. Direct Costs for expenses such as mileage, copies, scans, sub-consultants, and similar costs are included in fees and shall be billed as completed.

Consultant agrees to submit statements to Town for professional services no more than once per month. These statements will be based upon Consultant's actual services performed and reimbursable expenses incurred, if any, and Town shall endeavor to make prompt payments. Each statement submitted by Consultant to Town shall be reasonably itemized to show the amount of work performed during that period. If Town fails to pay Consultant

within sixty (60) calendar days of the receipt of Consultant's invoice, Consultant may, after giving ten (10) days written notice to Town, suspend professional services until paid.

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

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

5. **Town's Obligations.** Town agrees that it will (i) designate a specific person as Town's representative, (ii) provide Consultant with any previous studies, reports, data, budget constraints, special Town requirements, or other pertinent information known to Town, when necessitated by a project, (iii) when needed, assist Consultant in obtaining access to properties necessary for performance of Consultant's work for Town, (iv) make prompt payments in response to Consultant's statements and (v) respond in a timely fashion to requests from Consultant. Consultant is entitled to rely upon and use, without independent verification and without liability, all information and services provided by Town or Town's representatives.

6. **Ownership and Reuse of Documents.** Upon completion of Consultant's services and receipt of payment in full therefore, Consultant agrees to provide Town with copies of all materials and documents prepared or assembled by Consultant under this Agreement and that Town may use them without Consultant's permission for any purpose relating to the Project. Any reuse of the documents not relating to the Project shall be at Town's risk. Consultant may retain in its files copies of all reports, drawings, specifications and all other pertinent information for the work it performs for Town.

7. **Town Objection to Personnel.** If at any time after entering into this Agreement, Town has any reasonable objection to any of Engineer's personnel, or any personnel, professionals and/or consultants retained by Engineer, Engineer shall promptly propose substitutes to whom Town has no reasonable objection, and Engineer's compensation shall be equitably adjusted to reflect any difference in Engineer's costs occasioned by such substitution.

8. **Insurance.** Consultant shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement applicable insurance policies as described in **Exhibit C - Insurance Requirements** and incorporated herein as if written word for word. Consultant shall submit to Town proof of such insurance prior to commencing any work for Town.

9. **Indemnification.** **CONSULTANT DOES HEREBY COVENANT AND AGREE TO RELEASE, INDEMNIFY AND HOLD HARMLESS TOWN AND ITS OFFICIALS, OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES AND INVITEES FROM AND AGAINST LIABILITY, CLAIMS, SUITS, DEMANDS AND/OR CAUSES OF ACTION, (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES AND COSTS OF LITIGATION), WHICH MAY ARISE BY REASON OF DEATH OR INJURY TO PROPERTY OR PERSONS BUT ONLY TO THE EXTENT OCCASIONED BY THE NEGLIGENT ACT, ERROR OR OMISSION OF CONSULTANT, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, INVITEES OR OTHER PERSONS FOR WHOM CONSULTANT IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS AGREEMENT.**

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

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

Freese and Nichols, Inc.
Clayton Barnard, P.E., Principal
6136 Frisco Square Blvd, Suite 375
Frisco, TX 75034
clayton.barnard@freese.com

Town of Prosper
Mario Canizares, Town Manager
PO Box 307
Prosper, TX 75078
mcanizares@prospertx.gov

11. **Termination.** The obligation to provide further services under this Agreement may be terminated by either Party in writing upon thirty (30) calendar days notice. In the event of termination by Town, Consultant shall be entitled to payment for services rendered through receipt of the termination notice.

12. **Sole Parties and Entire Agreement.** This Agreement shall not create any rights or benefits to anyone except Town and Consultant, and contains the entire agreement between the Parties. Oral modifications to this Agreement shall have no force or effect.

13. **Assignment and Delegation.** Neither Town nor Consultant may assign its rights or delegate its duties without the written consent of the other Party. This Agreement is binding on Town and Consultant to the extent permitted by law. Nothing herein is to be construed as creating any personal liability on the part of any Town officer, employee or agent.

14. **Texas Law to Apply; Successors; Construction.** This Agreement shall be construed under and in accordance with the laws of the State of Texas. It shall be binding upon, and inure to the benefit of, the Parties hereto and their representatives, successors and assigns. Should any provisions in this Agreement later be held invalid, illegal or unenforceable, they shall be deemed void, and this Agreement shall be construed as if such provision had never been contained herein.

15. **Conflict of Interest.** Consultant agrees that it is aware of the prohibited interest requirement of the Town Charter, which is repeated in **Exhibit D - Conflict of Interest Affidavit** and incorporated herein as if written word for word, and will abide by the same. Further, a lawful representative of Consultant shall execute the Affidavit included in the exhibit. Consultant understands and agrees that the existence of a prohibited interest during the term of this Agreement will render the Agreement voidable.

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

16. **Venue.** The Parties herein agree that this Agreement shall be enforceable in Prosper, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in Collin County, Texas.

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

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

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

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

20. **IRAN, SUDAN AND FOREIGN TERRORIST ORGANIZATIONS.** If § 2252.153 of the Texas Government Code is applicable to this Contract, by signing below Contractor does hereby represent, verify and warrant that (i) it does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under § 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a "foreign terrorist organization" as defined in § 2252.151 of the Texas Government Code.

21. **PROHIBITION ON CONTRACTS WITH CERTAIN COMPANIES PROVISION.** In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that Contractor is not on a list maintained by the State Comptroller's Office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

22. **Signatories.** Town warrants and represents that the individual executing this Agreement on behalf of Town has full authority to execute this Agreement and bind Town to the same. Consultant warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind Consultant to same.

IN WITNESS WHEREOF, the Parties, having read and understood this Agreement, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the _____ day of _____, 20____.

FREESE AND NICHOLS, INC.

TOWN OF PROSPER, TEXAS

By: Clayton C Barnard
Signature

By: _____
Signature

Clayton Barnard, PE
Printed Name

Mario Canizares
Printed Name

Principal/Vice President
Title

Town Manager
Title

June 13, 2025
Date

Date

EXHIBIT "A" SCOPE OF SERVICES

PROFESSIONAL ENGINEERING SERVICES AGREEMENT BETWEEN THE TOWN OF PROSPER, TEXAS, AND FREESE AND NICHOLS, INC. FOR THE CRAIG STREET ELEVATED STORAGE TANK REHABILITATION PROJECT (2520-WA)

I. PROJECT DESCRIPTION

Freese and Nichols, Inc. (Engineer) has met with the Town and determined the scope of work and the services to be rendered. The general description of the work shall be as follows.

This project includes the rehabilitation design of the existing 2.0 MG Craig Elevated Storage Tank (EST). The design will be based on the observations of the site visit conducted on April 2nd, 2025 as well as the issues identified by the Town. The project will include formal 60% design, and 100% design review submittals. Review meetings will be included in between the 60% and 100% submittals, and before the final signed and sealed submittal. Freese and Nichols, Inc. will provide bid phase services, and general representation during the construction phase.

The current rehabilitation needs based upon discussions with the Town and the Site Visit conducted on April 2nd, 2025 are as follows:

1. Interior ceiling coating system is in poor condition and support system shows signs of corrosion. Town to provide FNI with video/photo support from the forthcoming pressure washing efforts.
2. Interior and exterior coating system is at end of life span and in need of blast/recoat.
3. Replacement of vent at top landing. Prefer a louvered vent that can be opened and closed dependent on season.
4. Replacement of conduit grommets adjacent to roof hatch.
5. Coordination with cellular entities for repair operations. Relocation of cellular cabling from the ladder structures to facilitate safe climbing.
6. Landscaping improvements including the replacement of 2-4 shrubs adjacent to the Verizon communications building.
7. Combine the two irrigation controllers into the controller located at the pedestal interior. No other irrigation improvements are planned.
8. Replacement of the interior and exterior metal halide wall packs with LED fixtures.
9. Replacement of the interior compact fluorescent wall mount lights with wire guard with similar form LED fixtures.
10. Replacement of the exterior convenience receptacles and covers with cast metal type.
11. Replacement of the heat trace system at the pedestal interior, as well as the addition of heat trace to the 6" drain line at the top landing.
12. Replacement of the existing overhead door manual operator with a motor operator.
13. Replacement of the exterior electrical equipment rack supports.
14. Improvements to the FAA obstruction light system including replacement of rooftop lighting assembly, and addressing the control panel's missing flashing function.
15. Addition of PIT-02 (pressure transducer) on distribution system side of the Cla-Val. PIT addition will utilize existing pipe tap and wiring/conduit.
16. Update of the logo on the tank to the Town's current logo branding. No rendering or

logo design assistance is planned.

II. GENERAL REQUIREMENTS

- A. Consultant will coordinate the efforts of sub consultants involved in the project, including inspectors, and the Town Staff. Provide oversight of the schedule to maintain desired schedule.
- B. Consultant shall submit a monthly report outlining, at a minimum, the work on the project which occurred the previous month, the work expected to be completed the following month, the next major project milestone, and any information needed from the Town. The report is to be submitted with the monthly invoice.
- C. The tank assessments and recommendations will be based on the existing data provided by the Town and observations gathered in the field.

III. BASIC SERVICES

Consultant will provide the following services associated with this project upon notice to proceed.

A. TASK 1 – Intermediate Design (60%)

1. Consultant will conduct a kickoff meeting with the Town to discuss data needed for the rehabilitation of the EST, review scope and discuss schedule.
2. Review the tank site to supplement existing tank site information provided by the Town. The Town will provide all available layout drawings, shop drawings, existing coatings data and geotechnical reports available on the tank.
3. Prepare preliminary design plan sheets. 60% plans will include information on the noted tank repair and electrical improvements. No site or drainage improvements are planned, but they can be provided as an additional service if deemed necessary.
4. Prepare and submit contract and bid documents with preliminary project manual at 60%.
5. Prepare preliminary details for tank rehabilitation aspects. The 60% plans shall include all standard details required for construction.
6. It is anticipated that only minor electrical improvements are needed for heat trace additions, and LED lighting improvements, and FAA lighting improvements.
7. Prepare estimate of probable construction cost.
8. Prior to completing the 60% design, meet with the Town to review the design progression and incorporate any feedback received into the formal submittal.

9. Submit two (2) copies of preliminary plans (2 – 11"x17"), preliminary project manual, and preliminary OPCC for the Town review and TOWN's distribution to the necessary developers.
10. Conduct one (1) meeting with the Town to discuss comments and elements mid-way through the 60% submittal and at the end of the 60% submittal, total of two (2) meetings.
11. Assist the Town with franchise utility coordination. It is assumed that the Town will initiate and provide contact information for the affected cellular entities. FNI will meet up to two (2) times with franchise utility providers.

B. TASK 2 –Final Design (100%)

1. Upon approval of intermediate design in Task 1, Engineer to prepare final plans based Town comments.
2. Engineer will begin to prepare final plans (each sheet to be stamped, dated, and signed by Consultant) and submit bid proposal quantities, special provisions and technical specifications. The final submittal shall include the following;
 - a. Town title page with location map and sheet index.
 - b. Project Layout Sheet, General Notes, Summary of Quantities, and general "aerial background" site layout (no survey).
 - c. Special repair detail and standard detail sheets. Town standard details may be incorporated as needed.
 - d. Bid proposal, quantities, special provisions, Town standard contract documents and technical specifications.
3. Engineer will send the Town the 100% unsigned QC set of plans for the Town to review. Attend a meeting to review any comments received on the unsigned 100% submittal with the Town. Incorporate any necessary changes and finalize the plans.
4. Provide Town two (2) copies of the 100% sealed approved and dated plans (2 – 11"x17"), final project manual, and final cost estimate.
5. Furnish such information necessary to utility companies whose facilities may be affected, or services may be required for the Project.

C. TASK 3 – Bid Phase (100%)

1. Assist Town in securing bids for the project. Provide a copy of the notice to bidders for Town to use in notifying construction news publications and publishing appropriate legal notice. The cost for publications shall be paid by the Town.
2. Assist the Town during the bid phase with answering questions received from prospective bidders during bid phase. Provide additional information and issue addenda, if required, during the bid phase.
3. Assist the Town in conducting a pre-bid conference for the construction project and coordinate responses with Town. Response to the pre-bid conference will be in the form of addenda issued after the conference. Attend the tour of the project site after the pre-bid conference.
4. FNI will attend the bid opening and assist Town in analyzing the bids received. Review the qualification information provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified to construct the project. Recommend award of contracts or other actions as appropriate to be taken by Town.
5. Assist Town in the preparation of Construction Contract Documents for construction contracts. Provide eight (8) sets of Construction Contract Documents which include information from the selected bidders' bid documents, legal documents, and addenda bound in the documents for execution by the Town and construction contractor. Distribute three (3) copies of these documents to the contractor with a notice of award that includes directions for the execution of these documents by the construction contractor. Provide Town with the remaining five (5) copies of these documents for use during construction. Additional sets of documents can be provided as an additional service.
6. Furnish contractor copies of the drawings and specifications for construction pursuant to the General Conditions of the Construction Contract.
7. Deliverables for the Bid Phase include:
 - a. Notice to Bidders
 - b. Electronic copies of plans, project manual, bidding documents, and addenda
 - c. Recommendation of Award with tabulation of bids
 - d. Conformed contract documents for execution
 - e. Copies of conformed contract documents for Contractor and Town

D. TASK 4 – Construction Phase General Representation

1. Assist Owner in conducting pre-construction conference with the Contractor, review construction schedules prepared by the Contractor pursuant to the requirements of the construction contract.
2. Establish and maintain a project documentation system consistent with the requirements of the construction contract documents. Monitor the processing of contractor's submittals and provide for filing and retrieval of project documentation. Produce monthly reports indicating the status of all submittals in the review process. Review contractor's submittals, including, requests for information, modification requests, shop drawings, schedules, and other submittals (20 estimated), in accordance with the requirements of the construction contract documents for the projects. Monitor the progress of the contractor in sending and processing submittals to see that documentation is being processed in accordance with schedules.
3. Make visits (monthly, up to a total of 6) appropriate to the stage of construction to the site (as distinguished from the continuous services of a Resident Project Representative) to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. In this effort FNI will endeavor to protect the Owner against defects and deficiencies in the work of Contractors and will report any observed deficiencies to Owner. Visits to the site in excess of the specified number are an additional service. Visits to be in conjunction with monthly construction progress meetings. FNI to run monthly meetings, develop agenda and take meeting minutes.
4. Notify the contractor of non-conforming work observed on site visits. Review quality related documents provided by the contractor such as test reports, equipment installation reports or other documentation required by the Construction contract documents.
5. Interpret the drawings and specifications for Owner and Contractor(s). Investigations, analyses, and studies requested by the Contractor(s) and approved by Owner, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an additional service.
6. Establish procedures for administering constructive changes to the construction contracts. Process contract modifications and negotiate with the contractor on behalf of the Owner to determine the cost and time impacts of these changes. Documentation of field orders, where cost to Owner is not impacted, will also be prepared. Investigations, analyses, studies or design for substitutions of equipment or materials, corrections of defective or deficient work of the contractor or other deviations from the construction contract documents requested by the contractor and approved by the Owner are an additional service. Substitutions of materials or equipment or design modifications requested by the Owner are an additional service.
7. Prepare documentation for contract modifications required to implement modifications in the design of the project. Receive and evaluate notices of contractor claims and

make recommendations to the Owner on the merit and value of the claim on the basis of information submitted by the contractor or available in project documentation. Endeavor to negotiate a settlement value with the Contractor on behalf of the Owner if appropriate. Providing these services to review or evaluate construction contractor(s) claim(s), supported by causes not within the control of FNI are an additional service.

8. Conduct, in company with Owner's representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the contractor before recommendation of final payment. Assist the Owner in obtaining legal releases, permits, warranties, spare parts, and keys from the contractor. Review and comment on the certificate of completion and the recommendation for final payment to the Contractor(s). Visiting the site to review completed work in excess of two trips are an additional service.

E. TASK 5 – Record Drawings

1. Consultant shall modify the Final Drawings electronically and shall place a stamp on the plans indicating they represent Record Drawings of the project as constructed. The stamp shall be signed and dated by the Engineer of Record and shall be placed on each plan sheet, whether there are any revisions on the sheet or not. Each sheet shall clearly indicate all changes which apply to that sheet by clouding and numbering, or other suitable means.

The following disclaimer shall be included with the Record Drawing stamp:

These Record Drawings were prepared using information provided by others and represent them as constructed conditions to the extent that documented changes were provided for recording. The Engineer assumes no liability for undocumented changes and certifies only that the documented changes are accurately depicted on these drawings.

2. Consultant shall submit a set of sealed Final Drawings, modified and stamped as Record Drawings, in PDF and DWG format. Consultant may keep copies of the information provided by the Town for their files, but all original, red-lined drawings shall be returned to the Town with the digital files.
3. Record Drawings shall be PDF and DWG.

IV. SPECIAL SERVICES

Consultant will provide the following services associated with this project upon written authorization from the Town.

A. TASK 6 – Boswell Part-time Inspection

1. Pre-Construction Meeting

- a. Attend one virtual preconstruction meeting.
- b. A report will not be provided by Boswell & Reyes (BRI) for attendance of the meeting.

2. Tank Welding Repairs

- a. Visit the project site up to six (6) times, eight hours maximum per trip for inspection of welding repairs. AWS CWI Inspector, Inspection to include:
 - i. Verify welder certification and welder procedures for the project.
 - ii. Verify welding work is being performed in accordance with the submitted welding procedures.
 - iii. Verify required electrodes for the project are being used.
 - iv. Inspect quality of welds.
 - v. Provide reports for inspection visits that include photos once per week.
- b. Project Management and Administration, does not include site visits.

3. Tank Painting

- a. Visit project up to fifty-two (52) times, eight hours maximum per trip for inspection of tank interior and exterior abrasive blasting and painting. NACE Level I Inspector, Inspection to include:
 - i. Verify abrasive blasting materials.
 - ii. Inspection of abrasive quality of prepared surfaces.
 - iii. Inspection of anchor profile of prepared surfaces.
 - iv. Verify coating batch numbers and manufacture dates - shelf life.
 - v. Verify mixing of coatings for application.
 - vi. Inspection and measure application of coating.
 - vii. Witness the contractor perform tank interior Holiday testing.
 - viii. Provide reports for inspection visits that include photos once per week.
- b. Project Management and Administration, does not include site visits.

V. ITEMS NOT INCLUDED IN THE EXISTING SCOPE OF SERVICES:

Additional Services not included in the existing Scope of Services – Town and Consultant agree that the following services are beyond the Scope of Services described in the tasks above. However, Consultant can provide these services, if needed, upon the Town's written request. Any additional amounts paid to the Consultant as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These Additional Services include the following:

- A. Providing services for studies, analysis or design for modifications of the existing chemical system.
- B. Providing detailed electrical and SCADA inspection and/or design services.
- C. Providing design services for tank and site improvements.
- D. Providing studies or design of on-site or off-site drainage including storage tank overflow drainage.
- E. Preparation and/or permitting submittals, including TCEQ.
- F. Providing environmental impact studies associated with drainage or other factors.
- G. Providing consultation concerning the replacement of any Work damaged by fire or other cause during the construction, and providing services as may be required in connection with the replacement of such Work.
- H. Investigations involving consideration of operation, maintenance and overhead expenses, and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, evaluations, assessment schedules, and material audits or inventories required for certification of force account construction performed by the Town.
- I. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
- J. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- K. Preparing data and reports for assistance to the Town in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- L. Assisting the Town in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s), regulatory agencies or other third parties.

- M. Providing environmental support services including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, permitting assistance, and other assistance required to address environmental issues.
- N. Performing investigations, studies, and analysis of work proposed by construction contractors to correct defective work.
- O. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this Agreement.
- P. Any services required as a result of default of the contractor(s) or the failure, for any reason, of the contractor(s) to complete the work within the contract time.
- Q. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.
- R. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.

VI. DELIVERABLES:

60% Design Submittal (Plans, Spec
TOC, OPCC)

100% Design Submittal (Plans, Specs,
OPCC)

Record Drawings

**EXHIBIT B
COMPENSATION SCHEDULE**

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND FREESE AND NICHOLS, INC.
FOR THE CRAIG STREET ELEVATED STORAGE TANK REHABILITATION PROJECT (2520-WA)**

I. COMPENSATION SCHEDULE

Task	Completion Schedule	Compensation Amount
Notice-to-Proceed	June 2025	\$0
Task 1 – Intermediate Design (60%)	November 2025	\$100,100
Task 2 – Final Design (100%)	February 2026	\$106,800
Task 3 – Bid Phase	June 2026	\$18,450
Task 4 -Construction General Rep	May 2027	\$59,500
Task 5 – Record Drawings	May 2027	\$7,400
Task 6 – Boswell Part-time Inspection	May 2027	\$76,700
Total Compensation		\$368,950

II. COMPENSATION SUMMARY

Basic Services (Lump Sum)	Schedule	Amount
Task 1 – Intermediate Design (60%)	November 2025	\$100,100
Task 2 – Final Design (100%)	February 2026	\$106,800
Task 3 – Bid Phase	June 2026	\$18,450
Task 4 -Construction General Rep	May 2027	\$59,500
Task 5 – Record Drawings	May 2027	\$7,400
Total Basic Services:		\$292,250

Special Services (Hourly Not-to-Exceed)	Schedule	Amount
Task 6 – Boswell Part-time Inspection	May 2027	\$76,700
Total Special Services:		\$76,700

Direct Expenses	Schedule	Amount
None	N/A	\$0
Total Direct Expenses:		\$0

EXHIBIT B**COMPENSATION/PRICING SCHEDULE****COMPENSATION**

Compensation to FNI for Basic Services in Attachment SC shall be the lump sum of Two Hundred Ninety Two Thousand Two Hundred Fifty Dollars (\$292,250).

Compensation to FNI for Special Services in Attachment SC shall be computed on the basis of the following Schedule of Charges, but shall not exceed Seventy Six Thousand Seven Hundred Dollars (\$76,700).

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

Position	Hourly Rate	
	Min	Max
Professional 1	107	206
Professional 2	125	213
Professional 3	155	327
Professional 4	169	393
Professional 5	224	408
Professional 6	254	478
Construction Manager 1	118	180
Construction Manager 2	133	217
Construction Manager 3	173	224
Construction Manager 4	184	279
Construction Manager 5	224	342
Construction Manager 6	301	408
Construction Representative 1	96	118
Construction Representative 2	107	136
Construction Representative 3	114	206
Construction Representative 4	147	217
CAD Technician/Designer 1	78	140
CAD Technician/Designer 2	111	221
CAD Technician/Designer 3	147	261
Corporate Project Support 1	81	180
Corporate Project Support 2	89	265
Corporate Project Support 3	111	382
Intern / Coop	59	107

Rates for In-House Services and Equipment

<u>Mileage</u>	<u>Bulk Printing and Reproduction</u>		<u>Equipment</u>	
Standard IRS Rates		<u>B&W</u>	<u>Color</u>	Valve Crew Vehicle (hour) \$75
	Small Format (per copy)	\$0.10	\$0.25	Pressure Data Logger (each) \$500
	Large Format (per sq. ft.)			Water Quality Meter (per day) \$100
<u>Technology Charge</u>	Bond	\$0.25	\$0.75	Microscope (each) \$150
\$8.50 per hour	Glossy / Mylar	\$0.75	\$1.25	Ultrasonic Thickness Gauge (per day) \$275
	Vinyl / Adhesive	\$1.50	\$2.00	Coating Inspection Kit (per day) \$275
				Flushing / Cfactor (each) \$500
	Mounting (per sq. ft.)	\$2.00		Backpack Electrofisher (each) \$1,000
	Binding (per binding)	\$0.25		
				<u>Survey Grade Standard</u>
				Drone (per day) \$200 \$100
				GPS (per day) \$150 \$50

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.15. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multiplier of 1.15. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These ranges and/or rates will be adjusted annually in February. Last updated 2025.

367022025

EXHIBIT C INSURANCE REQUIREMENTS

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

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

B. MINIMUM LIMITS OF INSURANCE

Service Provider shall maintain throughout contract limits not less than:

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

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

D. OTHER INSURANCE PROVISIONS

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

1. General Liability and Automobile Liability Coverages

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

2. Workers Compensation and Employer's Liability Coverage:

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

3. All Coverages:

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

4. Professional Liability and / or Errors and Omissions:

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

E. ACCEPTABILITY OF INSURERS

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

F. VERIFICATION OF COVERAGE

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

Certificate holder to be listed as follows:

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

**EXHIBIT D
CONFLICT OF INTEREST AFFIDAVIT**

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND FREESE AND NICHOLS, INC.
FOR THE CRAIG STREET ELEVATED STORAGE TANK REHABILITATION PROJECT (2520-WA)**

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

I, Clayton Barnard, a member of the Consultant team, make this affidavit and hereby on oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision on the Project (Check all that apply):

- _____ Ownership of 10% or more of the voting shares of the business entity.
- _____ Ownership of \$25,000.00 or more of the fair market value of the business entity.
- _____ Funds received from the business entity exceed 10% of my income for the previous year.
- _____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least \$25,000.00.
- _____ A relative of mine has substantial interest in the business entity or property that would be affected by my decision of the public body of which I am a member.
- _____ Other: _____
- x None of the Above.

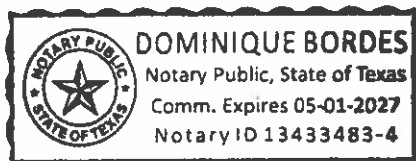
Upon filing this affidavit with the Town of Prosper, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573 of the Texas Government Code, is a member of the public body which took action on the agreement.

Signed this 13th day of June, 2025.

Clayton C Barnard Principle/ Vice President
Signature of Official / Title

BEFORE ME, the undersigned authority, this day personally appeared Clayton Barnard and on oath stated that the facts hereinabove stated are true to the best of his / her knowledge or belief.

Sworn to and subscribed before me on this 13th day of June, 2025.



Dominique Bordes
Notary Public in and for the State of Texas

My Commission expires: May 1, 2027

EXHIBIT E CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		OFFICE USE ONLY <div style="border: 1px solid black; height: 100px; width: 100%;"></div>
1 Name of vendor who has a business relationship with local governmental entity. <div style="text-align: center;">None</div>		
2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. <div style="text-align: center;">N/A</div> <div style="text-align: center; font-size: small;">Name of Officer</div>		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. <div style="text-align: center;">None</div> <div style="margin-top: 20px;"> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="display: flex; justify-content: center; gap: 50px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: center; gap: 50px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> </div>		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more. <div style="text-align: center;">N/A</div>		
6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7 <div style="display: flex; justify-content: space-between; align-items: flex-end; margin-top: 20px;"> <div style="text-align: center;"> Signature of vendor doing business with the governmental entity </div> <div style="text-align: center;"> June 13, 2025 Date </div> </div>		

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 11/30/2015

LOCATION MAP

Craig Road Elevated Storage Tank Rehabilitation





PLANNING

To: Mayor and Town Council

From: David Hoover, AICP, Director of Development Services

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

Re: Planned Development for Haiman Addition, Block A, Lot 1 (305 East Seventh Street)

Town Council Meeting – June 24, 2025

Strategic Visioning Priority: 2. Development of Downtown as Destination

Agenda Item:

Conduct a Public Hearing and consider and act upon a request for a Planned Development to create two single-family lots by subdividing a residential lot on Haiman Addition, Block A, Lot 1, on 0.6± acre, located on the north side of Seventh Street and 120± feet west of Church Street. (ZONE-24-0002)

Future Land Use Plan:

The Future Land Use Plan recommends Old Town District.



Zoning:

The property is zoned Single Family-15.

Thoroughfare Plan:

This property has direct access to Seventh Street.

Parks Master Plan:

The Parks Master Plan does not indicate a park is needed on the subject property.

Hike & Bike Trail:

The Hike & Bike Trail Master Plan does not indicate a trail along this property.

Legal Obligations and Review:

Notification was provided as required by the Zoning Ordinance and state law. Staff have not received any response to the proposed zoning request to date.

Attached Documents:

1. Aerial Map
2. Zoning Map
3. Future Land Use Exhibit
4. Final Plat of Haiman Addition, Block A, Lot 1
5. Exhibit A-1 – Legal Description
6. Exhibit A-2 – Boundary Exhibit
7. Exhibit B – Letter of Intent
8. Exhibit C – Development Standards
9. Exhibit D – Conceptual Plan
10. Exhibit E – Development Schedule
11. Draft Development Agreement
12. Letter in Support (Ciatti, Shannon)

Description of Agenda Item:

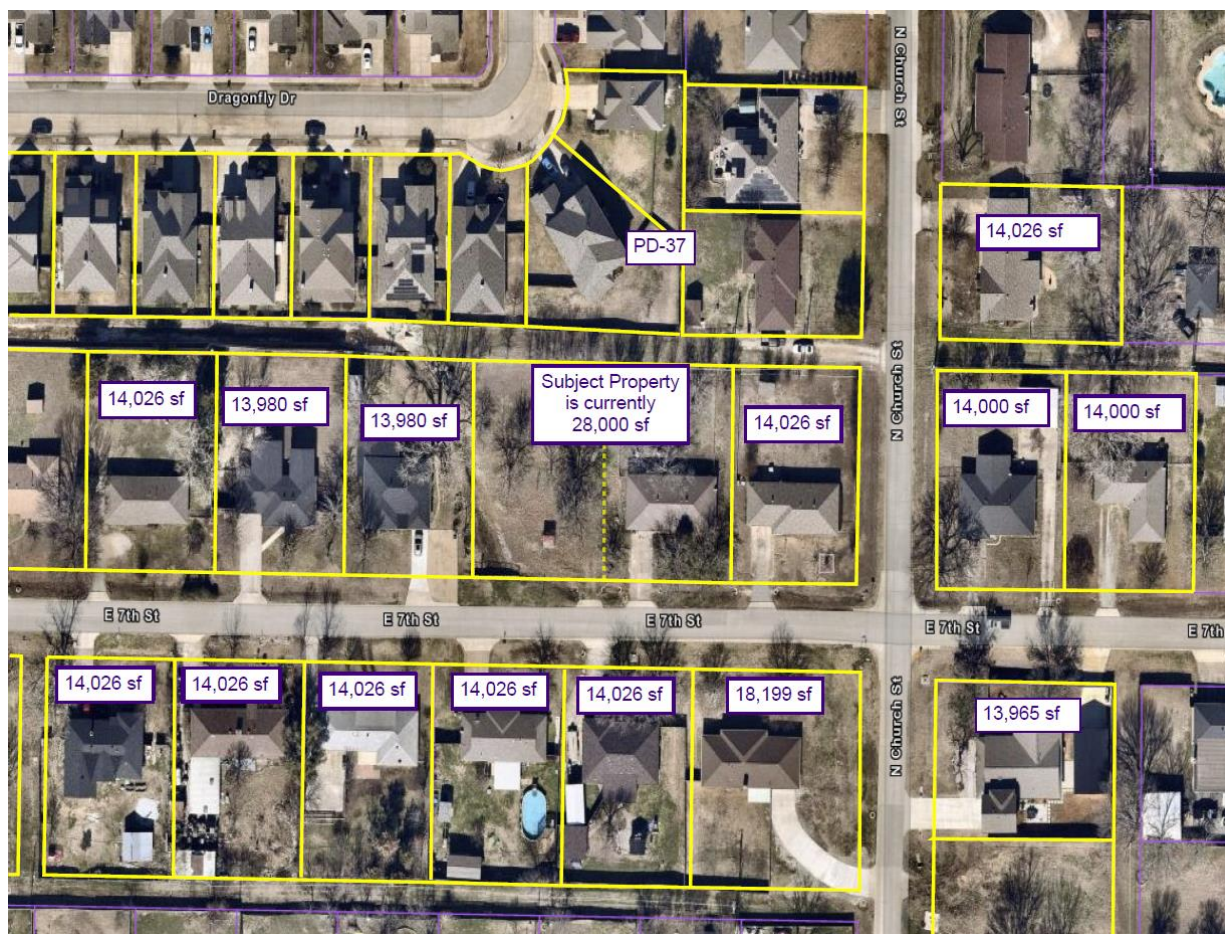
The purpose of this request is to rezone the property to split the lot into two lots. The lot is currently 28,000 square feet, and the applicant requests to subdivide the lot into two lots, bringing each lot to 14,000 square feet and not quite meeting the requirement of 15,000 square feet per the SF-15 zoning.

Compatibility:

The zoning and land use of the surrounding properties are as follows:

	Zoning	Current Land Use	Future Land Use Plan
Subject Property	Single Family-15	Residential	Old Town District
North	Planned Development-37 (PD-37)	Residential	Old Town District
East	Single Family-15	Residential	Old Town District
South	Single Family-15	Residential	Old Town District
West	Single Family-15	Residential	Old Town District

The property originally consisted of two tracts of land that were approximately 14,000 square feet each. In March of 2015, the property was platted into one lot. The proposal to subdivide the property into two lots is compatible with the surrounding development. There are similar lots in the area that are less than 15,000 square feet. See exhibit below:



District Regulations:

The district regulations for this property will be Single Family-15. The only exception to the typical standards is the minimum lot area being 14,000 square feet rather than 15,000 square feet. Below is a summary of the proposed district regulations:

- Size of Yards
 - Minimum Front Yard — 35 feet.
 - Minimum Side Yard — 10 feet; 15 feet on corner adjacent to side street.
 - Minimum Rear Yard — 25 feet.
- Size of Lots:
 - Minimum Lot Area — 14,000 square feet.
 - Minimum Lot Width — 100 feet.
 - Minimum Lot Depth — 135 feet.

Uses:

The list of permitted uses within this Planned Development is shown below.

- Single Family Dwelling, Detached
- Accessory Buildings

Architectural Standards:

Any new construction or updates to the existing home will need to comply with the standards listed in Exhibit C and in the development agreement. A draft development agreement has been prepared for review.

Staff Recommendation:

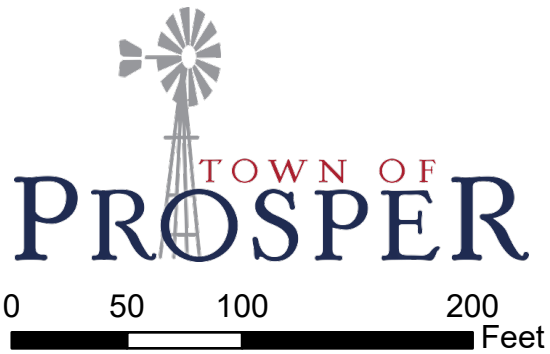
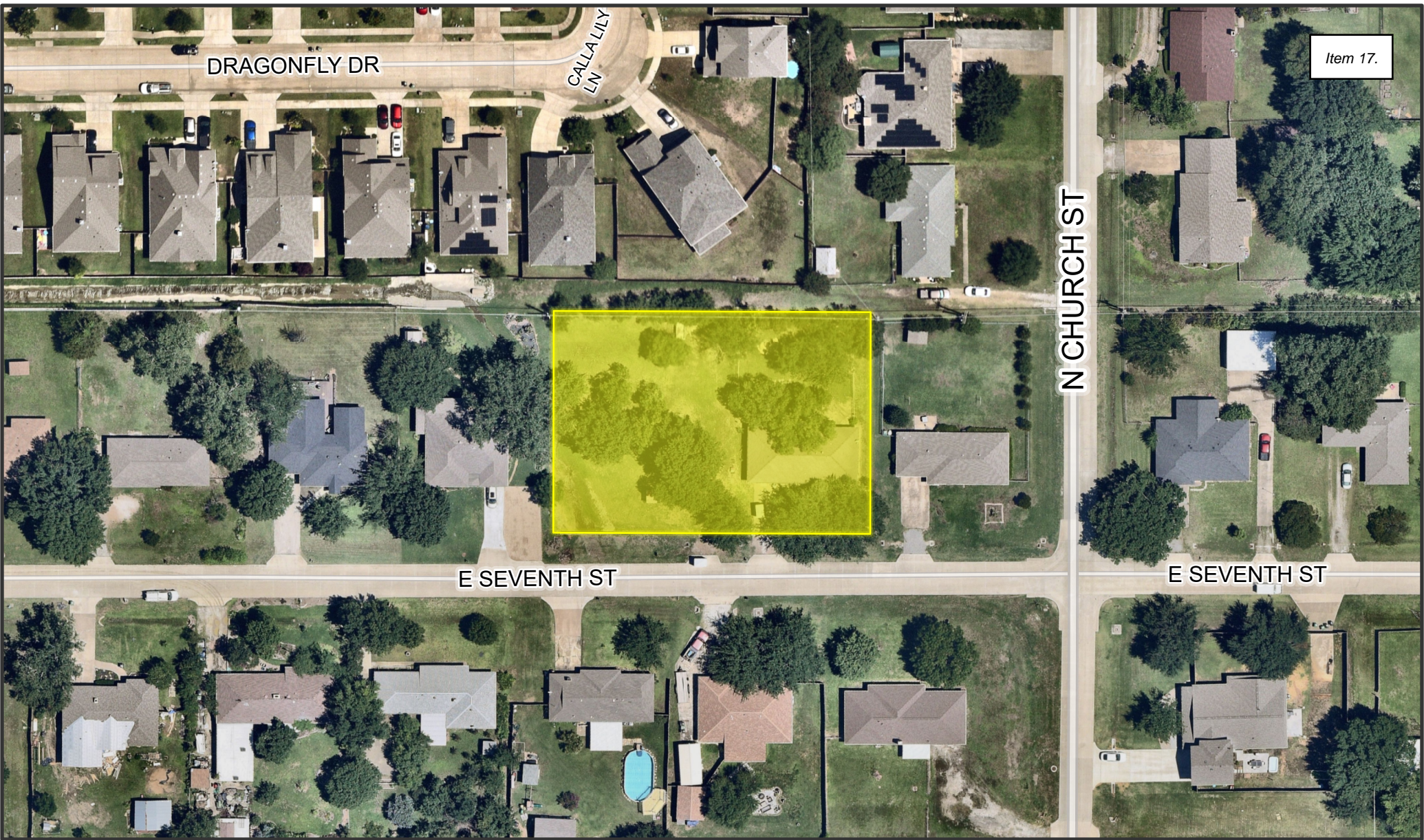
This zoning change is compliant with the Future Land Use Plan and would not be seen as out of character with the neighborhood due to the similar sizes of the surrounding properties. For these reasons, Staff recommends approval of the request for a Planned Development to create two single-family lots by subdividing a residential lot on Haiman Addition, Block A, Lot 1, on 0.6± acre, located on the north side of Seventh Street and 120± feet west of Church Street.

Planning & Zoning Recommendation:

The Planning & Zoning Commission unanimously recommended approval of this item by a vote of 5-0 at their meeting on June 3, 2025.

Proposed Motion:

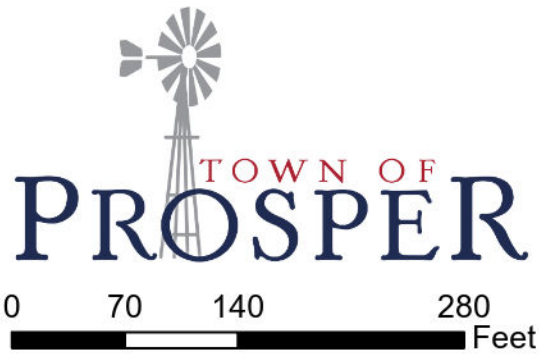
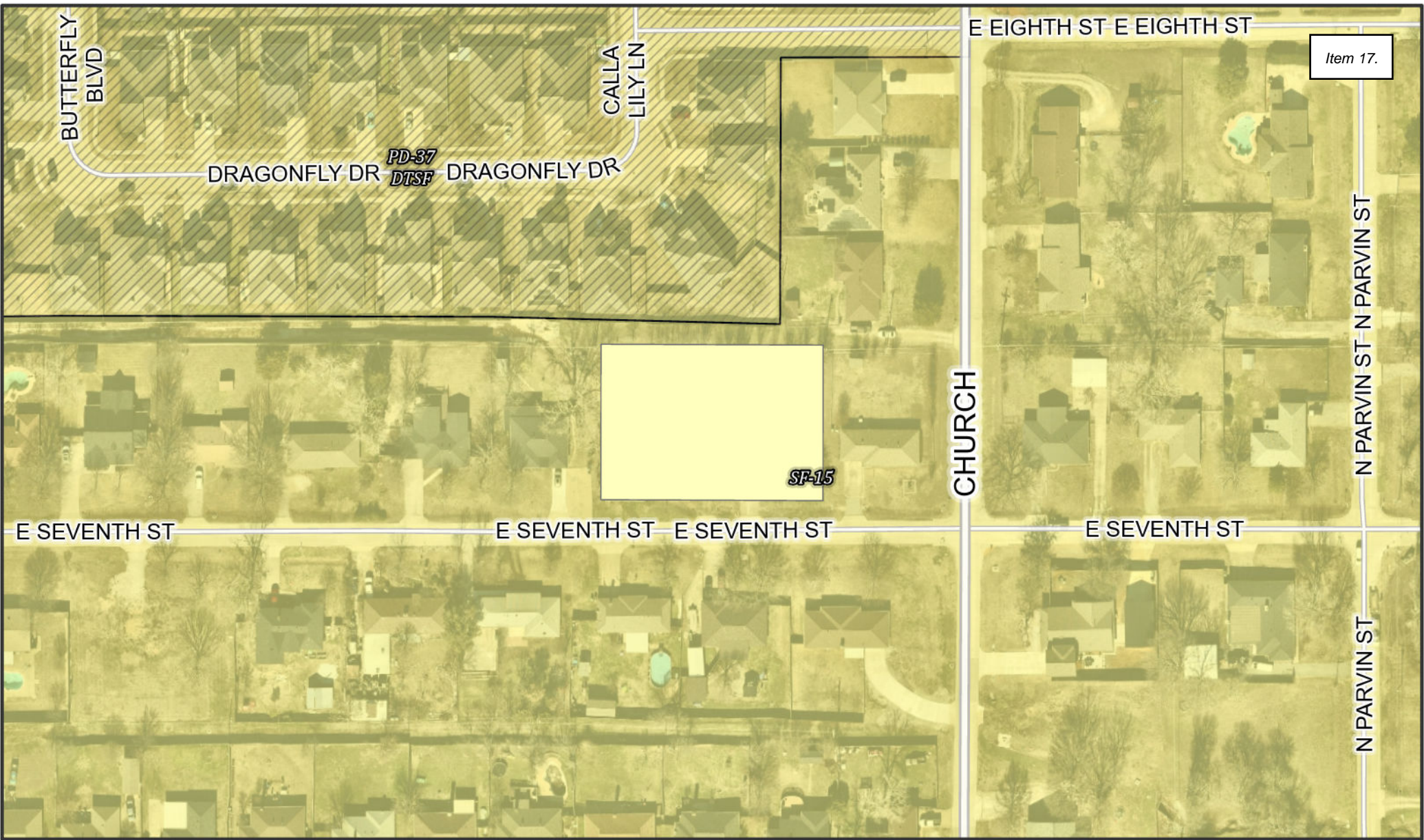
I move to approve/deny the request for a Planned Development to create two single-family lots by subdividing a residential lot on Haiman Addition, Block A, Lot 1, on 0.6± acre, located on the north side of Seventh Street and 120± feet west of Church Street.



ZONE-24-0002

Haiman Addition,
Block A, Lot 1

Planned Development



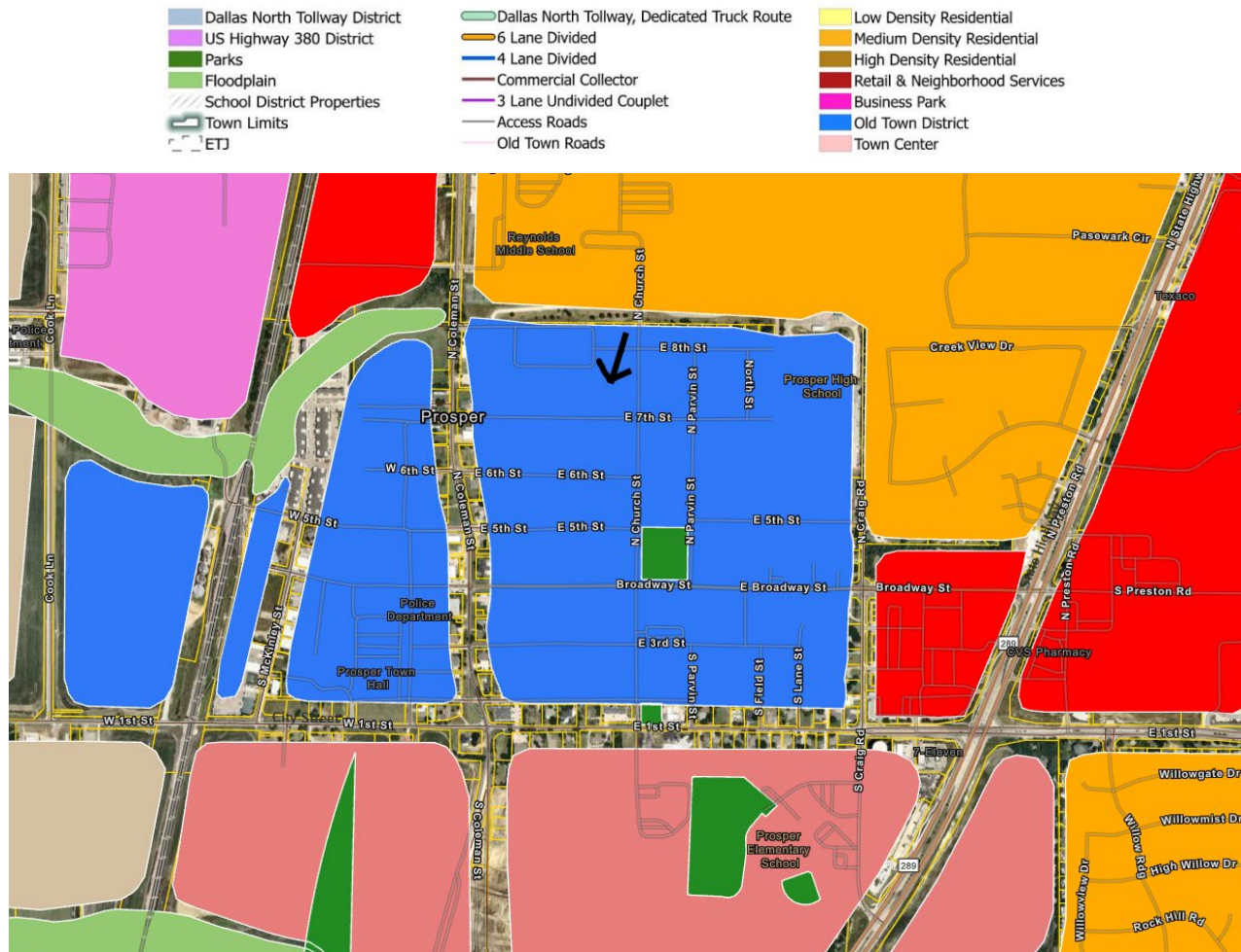
ZONE-24-0002

Haiman Addition,
Block A, Lot 1

Planned Development

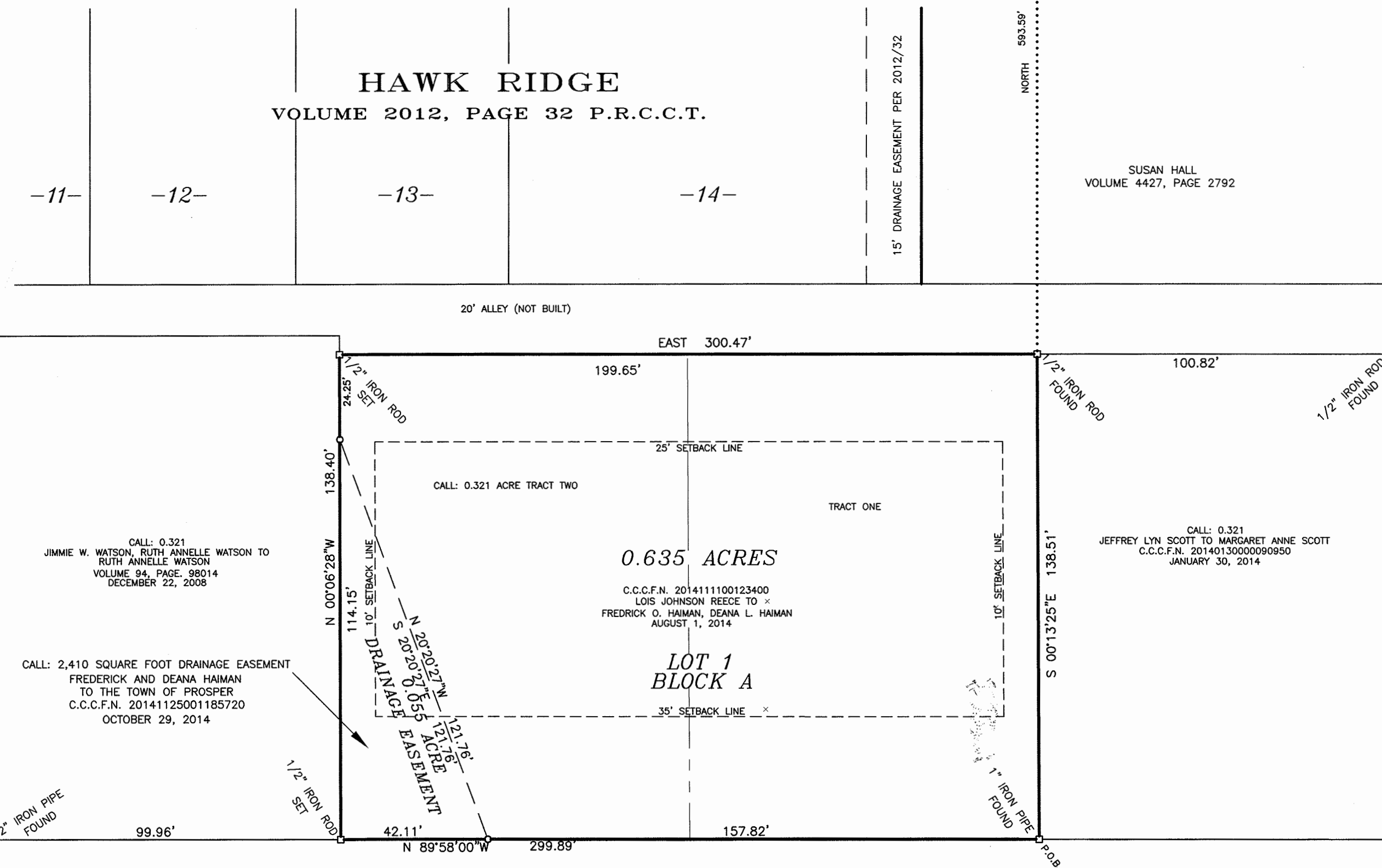
This map for illustration purposes only

Future Land Use Exhibit



10753

2015051010001530 05/11/2015 01:34:21 PM PL 1/1

SOUTHWEST CORNER OF
1/2" TURNING SURVEY #916

BONNIE WELSH KIDD
C.C.C.F.N. 20130318000363000

JAMES STAFFORD PARKS
VOLUME 2844, PAGE 600

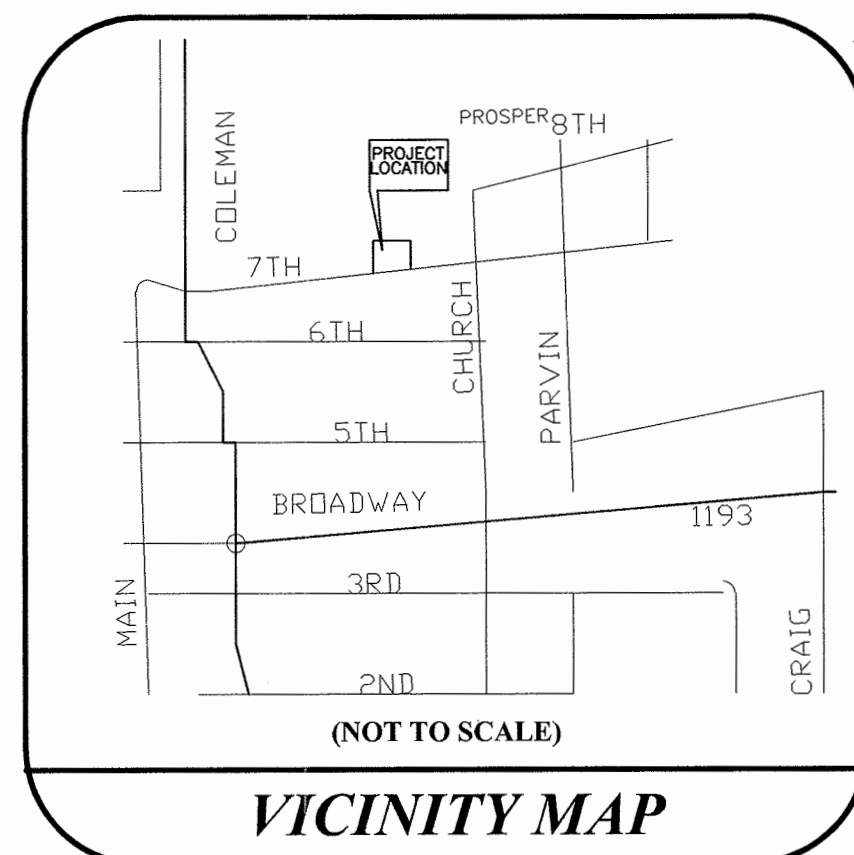
JAMES HUNT
C.C.C.F.N. 20141021001148710

RESIDUE OF 81.42 ACRES
VOLUME 556, PAGE 189

SEVENTH STREET
(60' RIGHT-OF-WAY)

CHURCH STREET
(60' RIGHT-OF-WAY)

FROM:
R-6147-007-2010-1 / 0.321
R-6147-007-0790-1 / 0.319
FOR TAX YEAR 2016



FLOOD NOTE

THE SUBJECT TRACT LIES WITHIN ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% CHANCE FLOODPLAIN PER FIRM (FLOOD INSURANCE RATE MAP) MAP NO. 48085C0235J WITH A EFFECTIVE DATE OF JUNE 2, 2009 AND NO 100 YEAR FLOODPLAIN EXISTS ON THE SITE.

LEGEND OF SYMBOLS & ABBREVIATIONS

⊙	WATER VALVE	×	LIGHT POLE
—SS—	SANITARY SEWER	×	GUY ANCHOR
□	PEDESTAL BOX	○	MANHOLE
—	FENCE	+	FIRE HYDRANT
—P—	POWER LINE	⊙	HANDICAPPED PARKING
⊙	WATER METER	□	PROPERTY CORNER
•	POWER POLE	⊙	ELECTRIC BOX
—W—	WATER LINE	—II—	GAS PIPELINE
—T—	TELEPHONE LINE	⊙	GAS VALVE
—FO—	FIBER OPTIC LINE	—C—	UNDERGROUND CABLE

GENERAL NOTES

LEGAL DESCRIPTION SHOWN HEREON.
BEARINGS ARE ORIENTED TO THE NORTH LINE OF THE CALLED
0.321 ACRE TRACT RECORDED IN C.C.C.F.N. 2014013000090950.
THIS PROPERTY IS ZONED SF-15 (SINGLE FAMILY-15 DISTRICT).

OWNER'S CERTIFICATE

STATE OF TEXAS §

COUNTY OF COLLIN §

WHEREAS, Frederick O. Haiman and Deana L. Haiman, husband and wife, are the owners of a tract of land situated in the Collin County School Lands Survey, Abstract No. 147, Collin County, Texas and being out of a tract conveyed to them by Lois Johnson Reece, and being more particularly described as follows:

All that certain lot, tract or parcel of land, being part of Collin County School Land, #12 Survey, Abstract No. 147, Collin County, Texas, being all of that certain called Tract One and 0.321 acre Tract Two described in a deed from Lois Johnson Reece to Frederick O. Haiman and Deana L. Haiman on August 1, 2014, recorded in County Clerk's File No. 201411100123400 of the Official Public Records of Collin County, Texas, being more completely described as follows, to-wit:

BEGINNING at a 1" iron pipe (found) for the Southeast corner of the above mentioned Tract One, the Southwest corner of the Margaret Anne Scott 0.321 acre tract described in County Clerk's File No. 2014013000090950, in the North right of way line of Seventh Street;

THENCE North 89 deg. 58 min. 00 sec. West with the North right of way line of Seventh Street, the South line of Tract One and the above mentioned 0.321 acre Tract Two, a distance of 199.93 ft. to a 1/2" iron rod (set) for the Southwest corner of same, the Southeast corner of the Ruth Anelle Watson 0.321 acre tract described in Volume 94, Page 98014, from which a 2" iron pipe (found) for the Southwest corner of same bears North 89 deg. 58 min. 00 sec. West - 99.96 ft;

THENCE North 00 deg. 06 min. 28 sec. West with the East line of the Watson tract and the West line of Tract Two, a distance of 138.40 ft. to a 1/2" iron rod (set) for the Northwest corner of same, in the South line of a 20 ft. alley;

THENCE East with the South line of the alley and the north line of Tract Two and One, a distance of 199.65 ft. to a 1/2" iron rod (found) for the Northeast corner of same, the Northwest corner of the Scott tract, from which a 1/2" iron rod (found) for the Northeast corner of same bears East - 100.82 ft;

THENCE South 00 deg. 13 min. 25 sec. East with the West line of the Scott tract and the east line of Tract One, a distance of 138.51 ft. to the place of beginning, containing 0.635 of an acre of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT Frederick O. Haiman and Deana L. Haiman acting herein by and through its duly authorized officers, does hereby certify and adopt this plat designating the herein above described property as The Haiman Addition, Block A, Lot 1, an addition to the Town of Prosper, and does hereby dedicate to the public use forever, the streets and alleys shown thereon. That Frederick O. Haiman and Deana L. Haiman do herein certify the following:

1. The streets and alleys are dedicated for street and alley purposes.
2. All public improvements and dedications shall be free and clear of all debt, liens, and/or encumbrances.
3. The easements and public use areas, as shown, are dedicated for the public use forever for the purposes indicated on this plat.
4. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements if approved by the Town of Prosper.
5. The Town of Prosper is not responsible for replacing any improvements in, under, or over any easements caused by maintenance or repair.
6. Utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and Town of Prosper's use thereof.
7. The Town of Prosper and public utilities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in the easements.
8. The Town of Prosper and public utilities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone.
9. All modifications to this document shall be by means of plat and approved by the Town of Prosper.

This plat approved subject to all existing ordinances, rules, regulations and resolutions of the Town of Prosper, Texas.

WITNESS, my hand, this the 30th day of March, 2015

BY:

Frederick O. Haiman
Authorized Signature

Frederick O. Haiman
Printed Name and Title

Deana L. Haiman
Authorized Signature

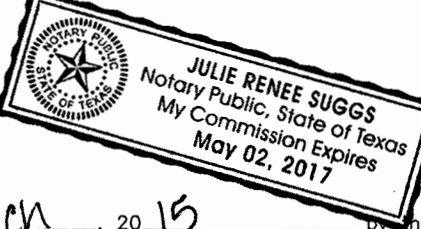
Deana L. Haiman
Printed Name and Title

STATE OF TEXAS §
COUNTY OF §

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared Frederick O. Haiman and Deana L. Haiman, known to me to be the people and officers whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30th day of March, 2015

Notary Public, State of Texas



CERTIFICATE OF APPROVAL

Approved this 17th day of March, 2015

Planning & Zoning Commission Chair

Town Secretary

Engineering Department

Development Services Department

SURVEYOR'S CERTIFICATE

Know All Men By These Presents:

That I, Philip W. Cornett, do hereby certify that I prepared this plat and the field notes made a part thereof from an actual and accurate survey of the land and that the corner monuments shown thereon were placed under my personal supervision, in accordance with the Subdivision Regulations of the Town of Prosper, Texas.

Dated this 25th day of March, 2015

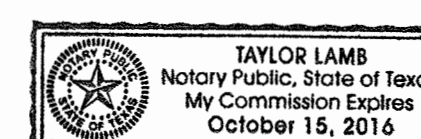
Philip W. Cornett, R.P.L.S. No. 5515

STATE OF TEXAS §
COUNTY OF SMITH §

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared Philip W. Cornett, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 25th day of March, 2015

Notary Public, State of Texas



Filed for Record
Official Public Records
Stacey Kemp, County Clerk
Collin County, Texas
05/11/2015 01:34:21 PM
\$27.00 DFOSTER
2015051010001530



2015-224

30 0 30 60 90
GRAPHIC SCALE - FEET F14-004

S10753

FINAL PLAT
SHOWING BLOCK A, LOT 1
OF THE HAIMAN ADDITION
BEING PART OF THE
COLLIN COUNTY SCHOOL LAND,
12 SURVEY, ABSTRACT NO. 147
TOWN OF PROSPER,
COLLIN COUNTY, TEXAS
ONE LOT
0.635 ACRES
3-25-2015



JOHN COWAN & ASSOCIATES, INC.
2012 ANTHONY DRIVE, TYLER, TEXAS 75701 8092 PRESTON ROAD, STE 110-313, FRISCO, TEXAS 75034
PH: (903) 581-2238 FAX: (903) 561-0600 PH: (214) 504-5305 FAX: (903) 561-0600
FIRM REGISTRATION CERTIFICATION NO. 10194855 FIRM REGISTRATION CERTIFICATION NO. 10025500

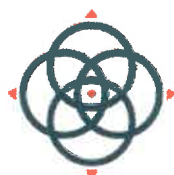


Exhibit A-1
ZONE-24-0002

Item 17.

WINDROSE
LAND SURVEYING | PLATTING

**DESCRIPTION OF
0.6428 ACRES OR 28,000 SQ. FT.**

BEING A TRACT OF LAND SITUATED IN THE COLLIN COUNTY SCHOOL LANDS, ABSTRACT NUMBER (NO.) 147, COLLIN COUNTY, TEXAS, BEING ALL OF LOT 1, BLOCK A, HAIMAN ADDITION, AN ADDITION TO THE TOWN OF PROSPER, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN INSTRUMENT (INST.) NO. 20150511010001530, PLAT RECORDS OF COLLIN COUNTY, TEXAS (P.R.C.C.T.), SAME BEING TRACT OF LAND DESCRIBED TO HAIMAN FAMILY LEGACY WEALTH TRUST IN SPECIAL WARRANTY DEED RECORDED IN 20160310000287060, OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS (O.P.R.C.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (BEARINGS AND DISTANCES ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE (4202) NORTH AMERICAN DATUM 83 (NAD83)(US FOOT) WITH A COMBINED SCALE FACTOR OF 1.00015271):


BEGINNING AT 1/2 INCH REBAR FOUND FOR THE SOUTHEAST CORNER OF SAID LOT 1, SAID POINT LYING ON THE NORTH RIGHT-OF-WAY LINE OF SEVENTH STREET (60 FOOT RIGHT-OF-WAY);

THENCE, NORTH 89 DEGREES 45 MINUTES 39 SECONDS WEST, WITH THE NORTH RIGHT-OF-WAY LINE OF SAID SEVENTH STREET, A DISTANCE OF 200.00 FEET TO A CAPPED 1/2 INCH REBAR STAMPED "WINDROSE" SET FOR THE SOUTHWEST CORNER OF SAID LOT 1;

THENCE, NORTH 00 DEGREES 03 MINUTES 21 SECONDS EAST, WITH THE WEST LINE OF SAID LOT 1, A DISTANCE OF 140.00 FEET TO A CAPPED 1/2 INCH REBAR STAMPED "WINDROSE" SET FOR THE NORTHWEST CORNER OF SAID LOT 1, SAID POINT LYING ON THE SOUTH RIGHT-OF-WAY LINE OF A 20 FOOT ALLEY;

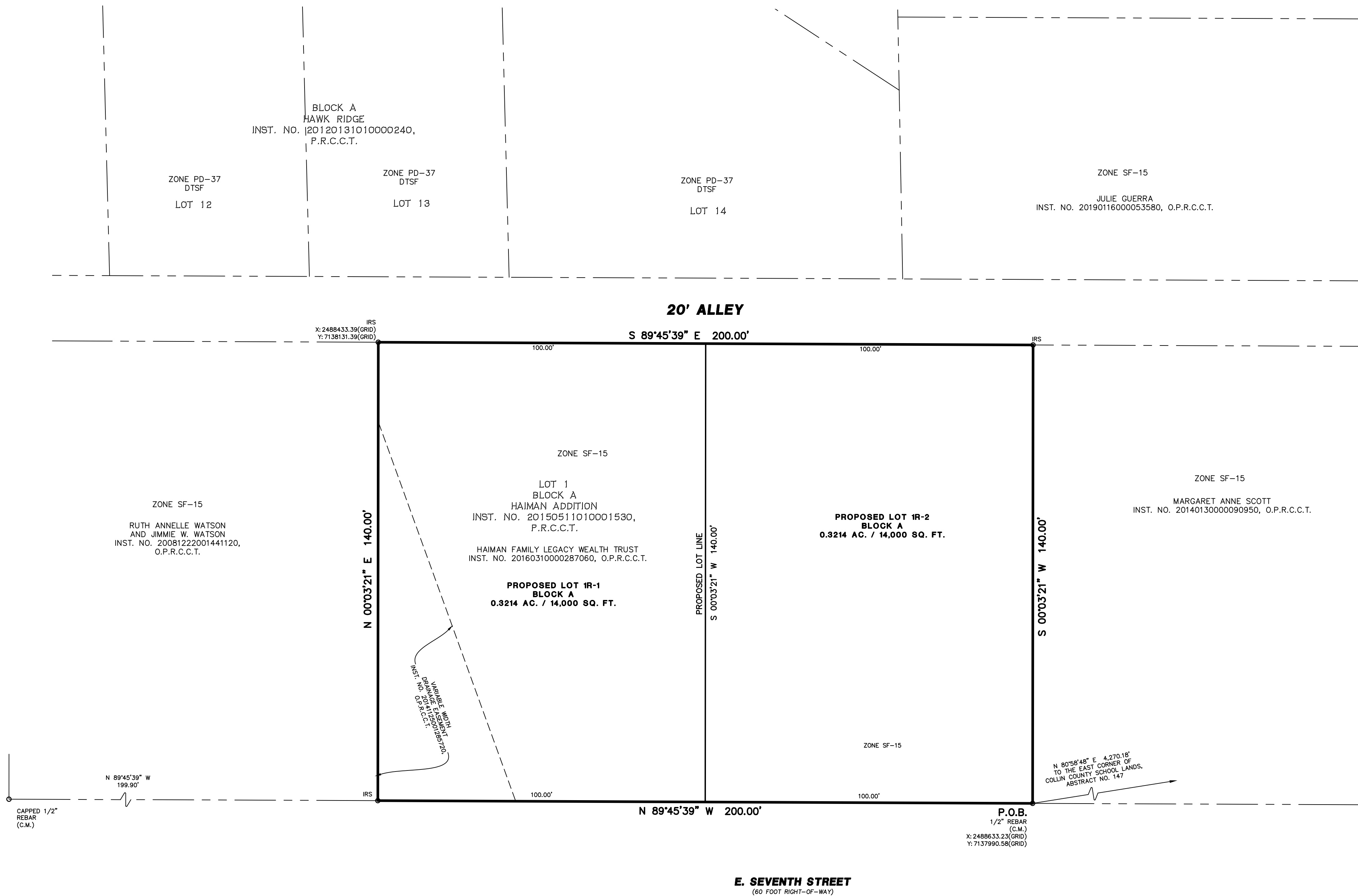
THENCE, SOUTH 89 DEGREES 45 MINUTES 39 SECONDS EAST, WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID 20 FOOT ALLEY, A DISTANCE OF 200.00 FEET TO A CAPPED 1/2 INCH REBAR STAMPED "WINDROSE" SET FOR THE NORTHEAST CORNER OF SAID LOT 1;

THENCE, SOUTH 00 DEGREES 03 MINUTES 21 SECONDS WEST, WITH THE EAST LINE OF SAID LOT 1, A DISTANCE OF 140.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.6428 ACRES OR 28,000 SQUARE FEET OF LAND, MORE OR LESS.

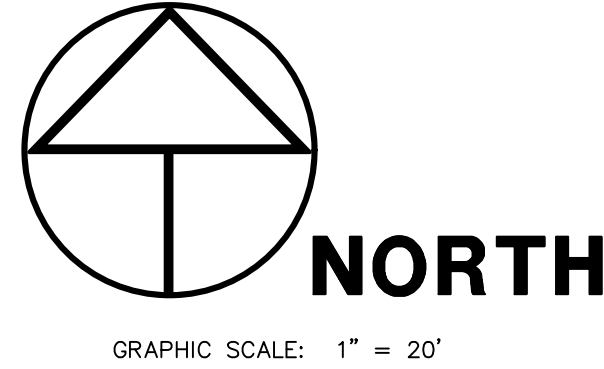
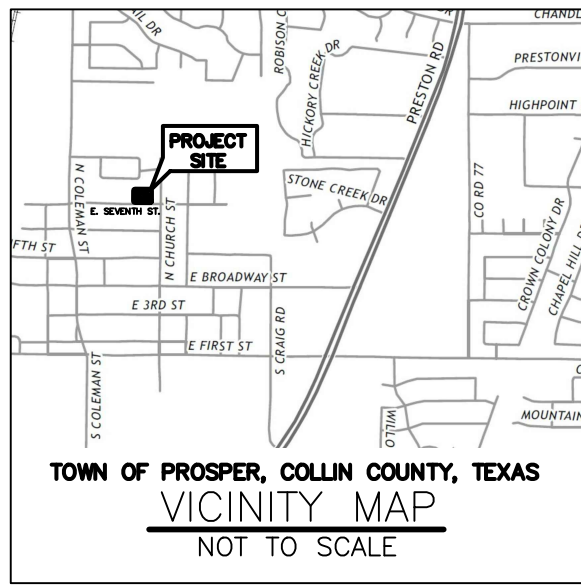

MARK N. PEEPLES
R.P.L.S. NO. 6443
STATE OF TEXAS
FIRM REGISTRATION NO. 10194331



12-19-2023
DATE:



ZONE SF-15
LOT 5
BLOCK C
VALLEY VIEW ADDITION
VOL. 1588, PG. 102,
P.R.C.C.T.



GENERAL NOTES

- ALL BEARINGS AND DISTANCES ARE SURFACE, AND WERE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202) NAD 83 USING A SCALE FACTOR OF 1.00015271
- THIS PROPERTY LIES WITHIN ZONE "X" UNSHADED OF THE FLOOD INSURANCE RATE MAP FOR COLLIN COUNTY, TEXAS AND INCORPORATED AREAS, MAP NO. 48085C0235J, DATED JUNE 02, 2009, VIA SCALED MAP LOCATION AND GRAPHIC PLOTTING.

DESCRIPTION

WHEREAS HAIMAN FAMILY LEGACY WEALTH TRUST IS THE OWNER OF A 0.642 ACRE TRACT OF LAND SITUATED IN THE COLLIN COUNTY SCHOOL LANDS, ABSTRACT NUMBER (NO.) 147, COLLIN COUNTY, TEXAS, BEING ALL OF LOT 1, BLOCK A, HAIMAN ADDITION, AN ADDITION TO THE TOWN OF PROSPER, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN INSTRUMENT (INST.) NO. 20160511010001530, PLAT RECORDS OF COLLIN COUNTY, TEXAS (P.R.C.C.T.), SAME BEING TRACT OF LAND DESCRIBED TO HAIMAN FAMILY LEGACY WEALTH TRUST IN SPECIAL WARRANTY DEED RECORDED IN 20160310000287060, OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS (O.P.R.C.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (BEARINGS AND DISTANCES ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE (4202) NORTH AMERICAN DATUM 83 (NAD83)(US FOOT) WITH A COMBINED SCALE FACTOR OF 1.00015271):

BEGINNING AT 1/2 INCH REBAR FOUND FOR THE SOUTHEAST CORNER OF SAID LOT 1, SAID POINT LYING ON THE NORTH RIGHT-OF-WAY LINE OF SEVENTH STREET (60 FOOT RIGHT-OF-WAY);

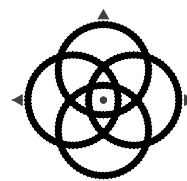
THENCE, NORTH 89 DEGREES 45 MINUTES 39 SECONDS WEST, WITH THE NORTH RIGHT-OF-WAY LINE OF SAID SEVENTH STREET, A DISTANCE OF 200.00 FEET TO A CAPPED 1/2 INCH REBAR STAMPED "WINDROSE" SET FOR THE SOUTHWEST CORNER OF SAID LOT 1;

THENCE, NORTH 00 DEGREES 03 MINUTES 21 SECONDS EAST, WITH THE WEST LINE OF SAID LOT 1, A DISTANCE OF 140.00 FEET TO A CAPPED 1/2 INCH REBAR STAMPED "WINDROSE" SET FOR THE NORTHWEST CORNER OF SAID LOT 1, SAID POINT LYING ON THE SOUTH RIGHT-OF-WAY LINE OF A 20 FOOT ALLEY;

THENCE, SOUTH 89 DEGREES 45 MINUTES 39 SECONDS EAST, WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID 20' FOOT ALLEY, A DISTANCE OF 200.00 FEET TO A CAPPED 1/2 INCH REBAR STAMPED "WINDROSE" SET FOR THE NORTHEAST CORNER OF SAID LOT 1;

THENCE, SOUTH 00 DEGREES 03 MINUTES 21 SECONDS WEST, WITH THE EAST LINE OF SAID LOT 1, A DISTANCE OF 140.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.6428 ACRES OR 28,000 SQUARE FEET OF LAND, MORE OR LESS.

ZONE SF-15
LOT 7
BLOCK B
VALLEY VIEW ADDITION
VOL. 4, PG. 77, P.R.C.C.T.



WINDROSE
LAND SURVEYING | PLATTING

1955 LAKEWAY DRIVE, SUITE 220 | LEWISVILLE, TX 75057 | 214.217.2844
FRM REGISTRATION NO. 10194331 | WINDROSESERVICES.COM

DRAWN BY: SS DATE: 02/13/2024 CHECKED BY: MNP JOB NO.: D59045

Last Revision Date: 09/25/2024

LEGEND OF ABBREVIATIONS

- D.R.C.C.T. DEED RECORDS, COLLIN COUNTY, TEXAS
- O.P.R.C.C.T. OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
- P.R.C.C.T. PLAT RECORDS, COLLIN COUNTY, TEXAS
- ROW RIGHT OF WAY
- IRS 1/2 INCH RED CAPPED REBAR STAMPED "WINDROSE" SET
- C.M. CONTROLLING MONUMENT

OWNER/DEVELOPER
FREDERICK HAIMAN
5300 TOWN & COUNTRY SUITE 200
FRISCO, TEXAS 75034,
PH.# 214-618-3160
Collin County, Texas

OWNER/DEVELOPER
DEANA L. SHUTES-HAIMAN
305 E 7TH ST.
PROSPER, TEXAS 75078,
PH.# 915-474-0177
Collin County, Texas

ZONE-24-0002
EXHIBIT A-2
HAIMAN ADDITION
BLOCK A, LOT 1,
SITUATED IN THE
COLLIN COUNTY SCHOOL LANDS SURVEY,
ABSTRACT NO. 147
IN THE TOWN OF PROSPER,
COLLIN COUNTY, TEXAS

Exhibit B
ZONE-24-0002

Statement of Intent and Purpose

The purpose of this zoning request is to change the current zoning from Single Family-15 to a Planned Development to be able to comply with the Town of Prosper's platting requirements in order to subdivide the property into two lots. The future plan for the property will be to sell the lots.

ZONE-24-0002**Exhibit C****Development Standards**

This tract shall develop under the regulation of the Single Family – 15 District (SF-15) as outlined in the Town's Zoning Ordinance, as it exists or may be amended with the following conditions:

1. Permitted Uses

The permitted uses are as follows:

- Single Family Residence, Detached
- Accessory Buildings

2. District Regulations

The district regulation requirements within this Planned Development are as follows:

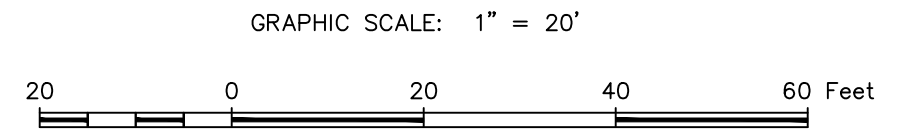
- Size of Yards
 - Minimum Front Yard — 35 feet.
 - Minimum Side Yard — 10 feet; 15 feet on corner adjacent to side street.
 - Minimum Rear Yard — 25 feet.
- Size of Lots:
 - Minimum Lot Area — 14,000 square feet.
 - Minimum Lot Width — 100 feet.
 - Minimum Lot Depth — 135 feet.

3. Architectural Standards

The architectural standards within this Planned Development are as follows:

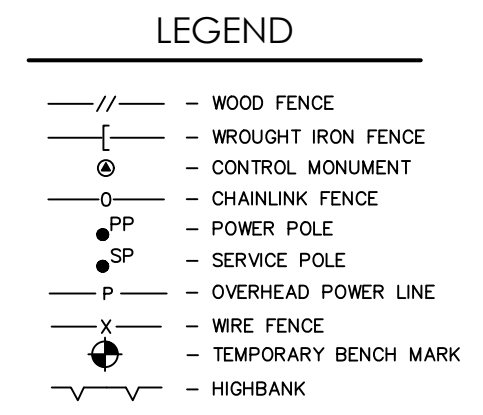
- Building materials requirements
 - The exterior facades shall be constructed of 100 percent masonry (clay fired brick, natural and manufactured stone, granite, marble, and stucco). Other materials may be approved by the Director of Development Services.
 - Stucco on structures shall be traditional 3-coat process cement plaster stucco.
 - Cementitious materials may constitute up to twenty percent (20%) of the area for stories other than the first story.
 - On side and rear elevations, cementitious materials may not be used as a façade cladding material for portions of upper stories that are in the same vertical plane as the first story.

- The exterior cladding of chimneys shall be brick, natural or manufactured stone, or stucco.
 - Cementitious materials may be used for architectural features, including window box-outs, bay windows, roof dormers, garage door headers, columns, or other architectural features approved by the Building Official.
- Existing Structures
 - Exterior alterations not related to maintenance shall be approved by the Director of Development Services or his/her designee.
- New Structures
 - The architectural style of the building shall be compatible with the neighboring properties.
 - Exterior elevations shall be submitted to the Planning Division and are subject to the approval of the Director of Development Services or his/her designee.
 - Shall incorporate covered porches into the front façade, a multiplicity of roof forms, and high pitch roof lines. Recommended architectural styles are Craftsman, Folk Traditional, and Victorian.



SURVEYOR'S NOTES:

1. THIS PROPERTY LIES WITHIN ZONE "X" UNSHADED OF THE FLOOD INSURANCE RATE MAP FOR COLLIN COUNTY, TEXAS AND INCORPORATED AREAS, MAP NO. 48085C0235J, DATED JUNE 02, 2009, VIA SCALED MAP LOCATION AND GRAPHIC PLOTTING.
2. NO 100-YEAR FLOODPLAIN EXIST ON THE SITE.



OWNER/DEVELOPER
DEANA L. SHUTES-HAIMAN
305 E 7TH ST.
PROSPER, Texas 75078,
PH.# 915-474-0177
Collin County, Texas

EXHIBIT D
CASE NO. ZONE-24-0002
HAIMAN ADDITION
BLOCK A, LOT 1
PROPOSED: LOTS 1R-1 AND 1R-2
0.6428 ACRES
SITUATED IN THE
COLLIN COUNTY SCHOOL LANDS SURVEY,
ABSTRACT NO. 147
IN THE TOWN OF PROSPER,
COLLIN COUNTY, TEXAS

Exhibit E
ZONE-24-0002

Development Schedule

The purpose of the Planned Development is to subdivide the property and sell it in the future for the development of a single-family residence.

HAIMAN ADDITION DEVELOPMENT AGREEMENT

THIS HAIMAN ADDITION DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between the Town of Prosper, Texas ("Town"), and Haiman Family Legacy Wealth Trust, Frederick O. Haiman and Deana Shutes-Haiman (collectively, "Developer"), individually, a "Party" and collectively, the "Parties," to be effective (the "Effective Date") on the latest date executed by a Party.

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

WHEREAS, Developer is developing a project in the Town known as Haiman Addition, Block A, Lot 1 ("Property"), a legal description of which Property is attached hereto as Exhibit A and incorporated by reference; and

WHEREAS, the Property was rezoned by the Town Council on or about _____, 2025, and this Agreement seeks to incorporate, in part, the negotiated and agreed upon development standards contained in the underlying zoning ordinance, as may be amended, and/or this Development Agreement, to recognize Developer's reasonable investment-backed expectations in said development, as may be amended, and as more fully described herein.

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Parties to this Agreement agree as follows:

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

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

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

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

5. Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Collin County, Texas. Exclusive venue for any action arising under this Agreement shall lie in Collin County, Texas.

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

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

If to Developer: Haiman Family Legacy Wealth Trust

c/o Deana L. Shutes - Haiman
305 E 7th Street
Prosper, TX 75078

c/o Frederick Haiman
5300 Town & Country, Suite 200
Frisco, TX 75034

7. Prevailing Party. In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the

prevailing party in any such action or proceeding shall be entitled to recover its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

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

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

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

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

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

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

14. Notification of Sale or Transfer; Assignment of Agreement. Developer shall notify the Town in writing of any sale or transfer of all or any portion of the Property, within ten (10) business days of such sale or transfer. Developer has the right (from time to time without the consent of the Town, but upon written notice to the Town) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Developer under this Agreement, to any person or entity (an "Assignee") that is or will

become a Developer of any portion of the Property or that is an entity that is controlled by or under common control with Developer. Each assignment shall be in writing executed by Developer and the Assignee and shall obligate the Assignee to be bound by this Agreement. A copy of each assignment shall be provided to the Town within ten (10) business days after execution. Provided that the successor Developer assumes the liabilities, responsibilities, and obligations of the assignor under this Agreement, the assigning party will be released from any rights and obligations under this Agreement as to the Property that is the subject of such assignment, effective upon receipt of the assignment by the Town. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment. Developer shall maintain true and correct copies of all assignments made by Developer to Assignees, including a copy of each executed assignment and the Assignee's Notice information.

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

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

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

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

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

20. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall

be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply.

21. Waiver of Texas Government Code § 3000.001 et seq. With respect to any and all Structures to be constructed on the Property pursuant to this Agreement, Developer hereby waives any right, requirement or enforcement of Texas Government Code §§ 3000.001-3000.005, as amended.

22. Third-Party Beneficiaries. Nothing in this Agreement shall be construed to create any right in any Third-Party not a signatory to this Agreement, and the Parties do not intend to create any third-party beneficiaries by entering into this Agreement.

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

24. Exactions/Infrastructure Costs. Developer has been represented by legal counsel in the negotiation of this Agreement and been advised or has had the opportunity to have legal counsel review this Agreement and advise Developer, regarding Developer's rights under Texas and federal law. Developer hereby waives any requirement that the Town retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas Occupations Code, to review and determine that the exactions required by the Town are roughly proportional or roughly proportionate to the proposed development's anticipated impact. Developer specifically reserves its right to appeal the apportionment of municipal infrastructure costs in accordance with § 212.904 of the Texas Local Government Code; however, notwithstanding the foregoing, Developer hereby releases the Town from any and all liability under § 212.904 of the Texas Local Government Code, as amended, regarding or related to the cost of those municipal infrastructure requirements imposed by this Agreement.

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

TOWN:

THE TOWN OF PROSPER, TEXAS

By: _____

Name: Mario Canizares

Title: Town Manager, Town of Prosper

STATE OF TEXAS)

)

COUNTY OF COLLIN)

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

Notary Public, State of Texas

My Commission Expires:

DEVELOPER:**Haiman Family Legacy Wealth Trust**

By: _____

Name: Frederick O. Haiman

Title: _____

By: _____

Name: Deana Shutes-Haiman

Title: _____

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

This instrument was acknowledged before me on the ____ day of _____, 2025, by Frederick O. Haiman and Deana Shutes-Haiman on behalf of Haiman Family Legacy Wealth Trust, known to be the persons whose names are subscribed to the foregoing instrument, and that they executed the same on behalf of and as the act of Developer.

Notary Public, State of Texas

My Commission Expires:

EXHIBIT A
(Property Description & Depiction)



**DESCRIPTION OF
0.6428 ACRES OR 28,000 SQ. FT.**

BEING A TRACT OF LAND SITUATED IN THE COLLIN COUNTY SCHOOL LANDS, ABSTRACT NUMBER (NO.) 147, COLLIN COUNTY, TEXAS, BEING ALL OF LOT 1, BLOCK A, HAIMAN ADDITION, AN ADDITION TO THE TOWN OF PROSPER, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN INSTRUMENT (INST.) NO. 20150511010001530, PLAT RECORDS OF COLLIN COUNTY, TEXAS (P.R.C.C.T.), SAME BEING TRACT OF LAND DESCRIBED TO HAIMAN FAMILY LEGACY WEALTH TRUST IN SPECIAL WARRANTY DEED RECORDED IN 20160310000287060, OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS (O.P.R.C.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (BEARINGS AND DISTANCES ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE (4202) NORTH AMERICAN DATUM 83 (NAD83)(US FOOT) WITH A COMBINED SCALE FACTOR OF 1.00015271):


BEGINNING AT 1/2 INCH REBAR FOUND FOR THE SOUTHEAST CORNER OF SAID LOT 1, SAID POINT LYING ON THE NORTH RIGHT-OF-WAY LINE OF SEVENTH STREET (60 FOOT RIGHT-OF-WAY);

THENCE, NORTH 89 DEGREES 45 MINUTES 39 SECONDS WEST, WITH THE NORTH RIGHT-OF-WAY LINE OF SAID SEVENTH STREET, A DISTANCE OF 200.00 FEET TO A CAPPED 1/2 INCH REBAR STAMPED "WINDROSE" SET FOR THE SOUTHWEST CORNER OF SAID LOT 1;

THENCE, NORTH 00 DEGREES 03 MINUTES 21 SECONDS EAST, WITH THE WEST LINE OF SAID LOT 1, A DISTANCE OF 140.00 FEET TO A CAPPED 1/2 INCH REBAR STAMPED "WINDROSE" SET FOR THE NORTHWEST CORNER OF SAID LOT 1, SAID POINT LYING ON THE SOUTH RIGHT-OF-WAY LINE OF A 20 FOOT ALLEY;

THENCE, SOUTH 89 DEGREES 45 MINUTES 39 SECONDS EAST, WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID 20 FOOT ALLEY, A DISTANCE OF 200.00 FEET TO A CAPPED 1/2 INCH REBAR STAMPED "WINDROSE" SET FOR THE NORTHEAST CORNER OF SAID LOT 1;

THENCE, SOUTH 00 DEGREES 03 MINUTES 21 SECONDS WEST, WITH THE EAST LINE OF SAID LOT 1, A DISTANCE OF 140.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.6428 ACRES OR 28,000 SQUARE FEET OF LAND, MORE OR LESS.


 MARK N. PEEPLES
 R.P.L.S. NO. 6443
 STATE OF TEXAS
 FIRM REGISTRATION NO. 10194331



12-19-2023
 DATE:

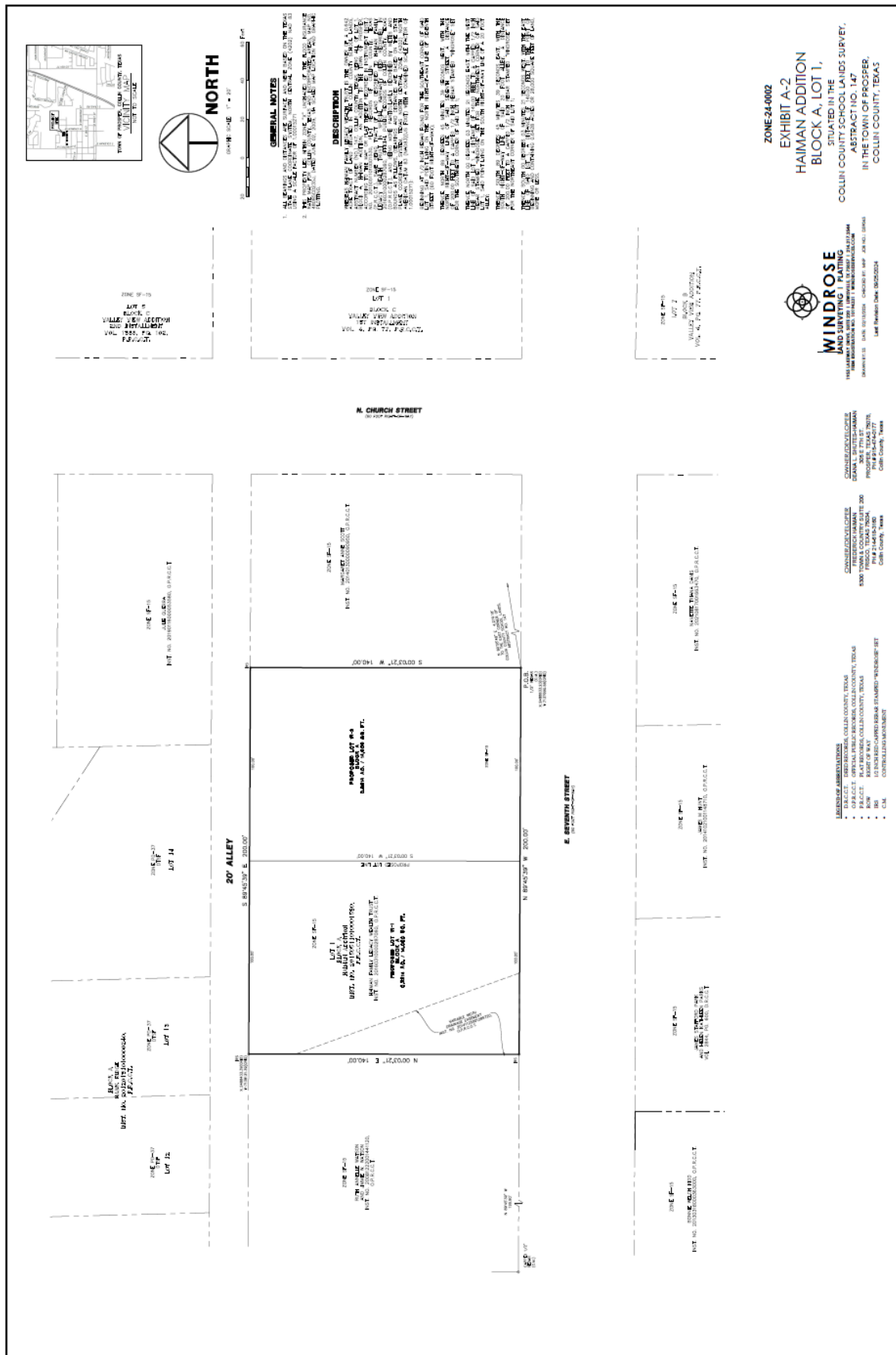


EXHIBIT B

(Building Materials)

Architectural Standards

The architectural standards within this Planned Development are as follows:

- Building materials requirements
 - The exterior facades shall be constructed of 100 percent masonry (clay fired brick, natural and manufactured stone, granite, marble, and stucco). Other materials may be approved by the Director of Development Services.
 - Stucco on structures shall be traditional 3-coat process cement plaster stucco.
 - Cementitious materials may constitute up to twenty percent (20%) of the area for stories other than the first story.
 - On side and rear elevations, cementitious materials may not be used as a façade cladding material for portions of upper stories that are in the same vertical plane as the first story.
 - The exterior cladding of chimneys shall be brick, natural or manufactured stone, or stucco.
 - Cementitious materials may be used for architectural features, including window box-outs, bay windows, roof dormers, garage door headers, columns, or other architectural features approved by the Building Official.
- Existing Structures
 - Exterior alterations not related to maintenance shall be approved by the Director of Development Services or his/her designee.
- New Structures
 - The architectural style of the building shall be compatible with the neighboring properties.
 - Exterior elevations shall be submitted to the Planning Division and are subject to the approval of the Director of Development Services or his/her designee.
 - Shall incorporate covered porches into the front façade, a multiplicity of roof forms, and high pitch roof lines. Recommended architectural styles are Craftsman, Folk Traditional, and Victorian.



**DEVELOPMENT SERVICES
DEPARTMENT**
250 W. First Street
Prosper, TX 75078
Phone: 972-346-3502

REPLY FORM

SUBJECT:

Zoning Case ZONE-24-0002: The Town of Prosper has received a request for a Planned Development to create two single-family lots by subdividing a residential lot on Haiman Addition, Block A, Lot 1, on 0.6± acre, located on the north side of Seventh Street and 120± feet west of Church Street. The property is currently zoned Single Family-15.

LOCATION OF SUBJECT PROPERTY:

The property is located at 305 E. Seventh Street, on the north side of Seventh Street and 120± feet west of Church Street.

- ☐ I **OPPOSE** the request as described in the notice. If in opposition, please provide a reason for opposition.
☒ I **DO NOT OPPOSE** the request as described in the notice.

COMMENTS (ATTACH ADDITIONAL SHEETS IF NECESSARY):

Shannon Cisti
Name (please print)

[Signature]
Signature

301 Dragonfly Dr
Address

MAY 29 2025
Date

Prosper TX 75078
City, State, and Zip Code

E-mail Address

[Redacted]
Phone Number

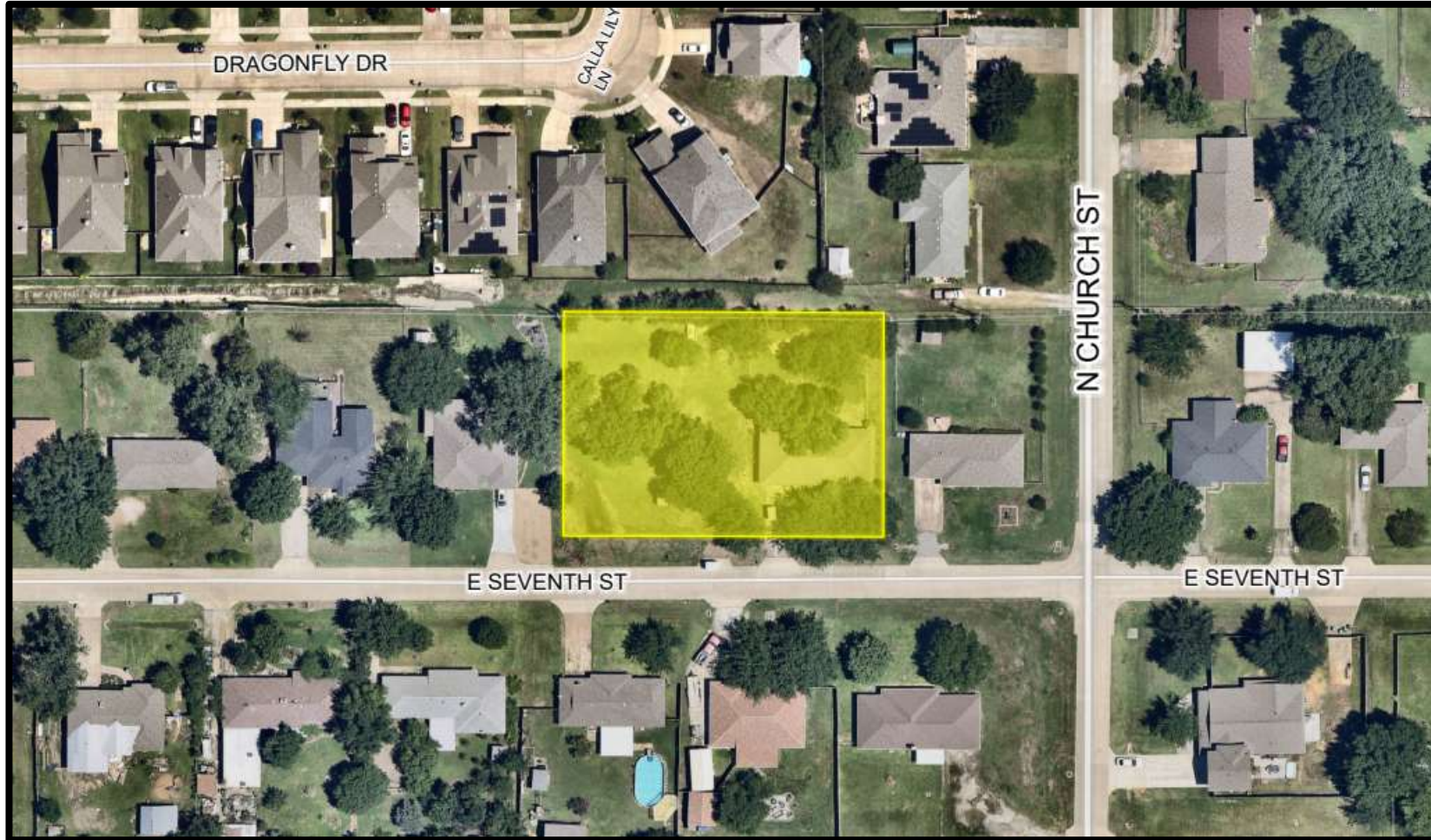
Planned Development Haiman Addition, Block A, Lot 1 (ZONE-24-0002)

Information

Purpose:

The purpose of this zoning request is to change the current zoning from Single Family-15 to a Planned Development to be able to comply with the Town of Prosper's platting requirements in order to subdivide the property into two lots. The future plan for the property will be to sell the lots.

The lot is currently 28,000 square feet, and the applicant requests to subdivide the lot into two lots, bringing each lot to 14,000 square feet and not quite meeting the requirement of 15,000 square feet per the SF-15 zoning.



Information Cont.

The property originally consisted of two tracts of land that were approximately 14,000 square feet each.

In March of 2015, the property was platted into one lot.

The proposal to subdivide the property into two lots is compatible with the surrounding development.

There are similar lots in the area that are less than 15,000 square feet.





Information Cont.

The two new lots would still comply with the standards of Single Family – 15, with the exception of the minimum lot area of 15,000 square feet.

Size of Yards:

1. Minimum Front Yard — 35 feet.
2. Minimum Side Yard — 10 feet; 15 feet on corner adjacent to side street.
3. Minimum Rear Yard — 25 feet.

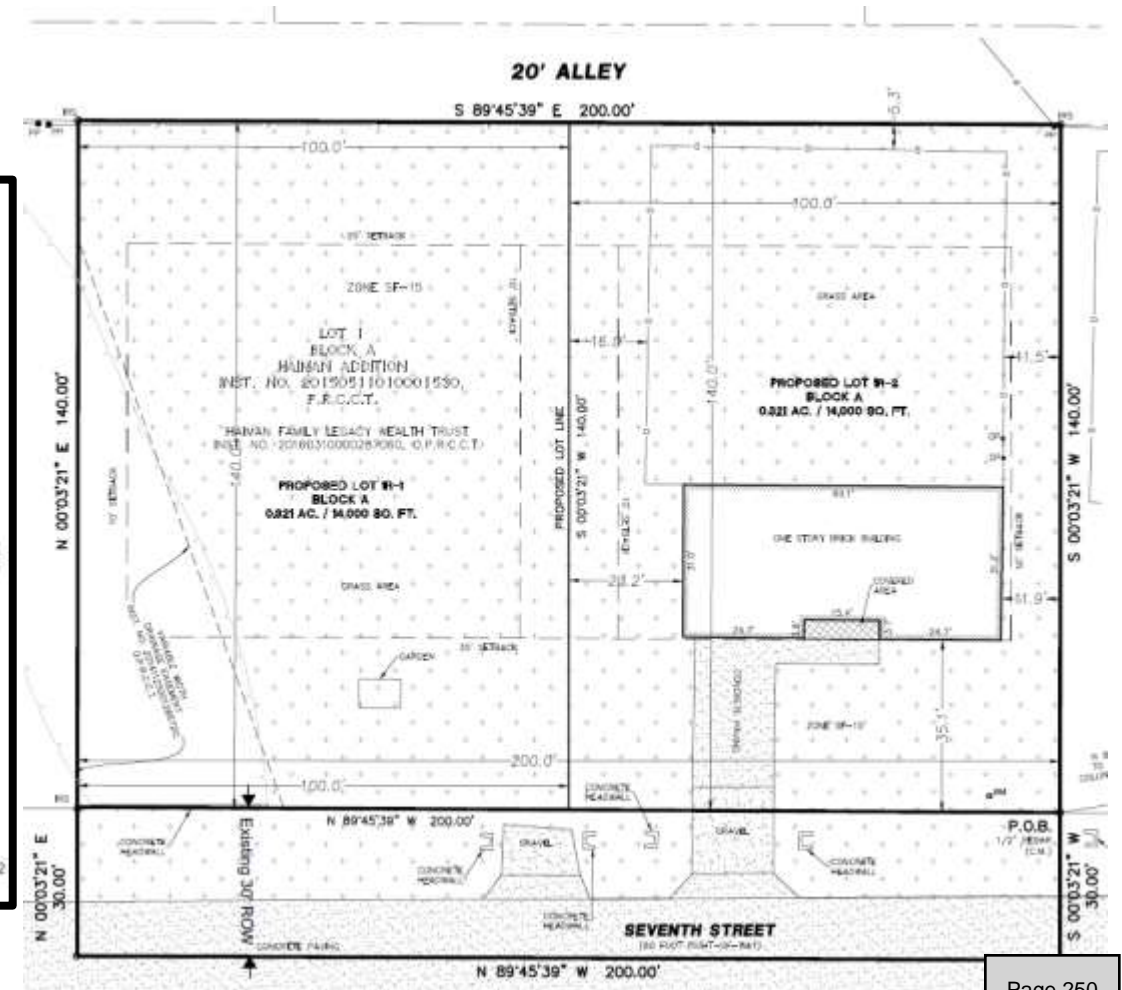
Size of Lots:

1. Minimum Lot Area — 14,000 square feet.
2. Minimum Lot Width — 100 feet.
3. Minimum Lot Depth — 135 feet.

Future Land Use Exhibit

- | | | |
|-------------------------------|---------------------------------------------|--------------------------------|
| Dallas North Tollway District | Dallas North Tollway, Dedicated Truck Route | Low Density Residential |
| US Highway 380 District | 6 Lane Divided | Medium Density Residential |
| Parks | 4 Lane Divided | High Density Residential |
| Floodplain | Commercial Collector | Retail & Neighborhood Services |
| School District Properties | 3 Lane Undivided Couplet | Business Park |
| Town Limits | Access Roads | Old Town District |
| ETJ | Old Town Roads | Town Center |





Noticing

Notices:

- Mail out – May 23, 2025
- Newspaper – June 6, 2025

Citizen Response:

- One Letter in Favor of the Proposal

Recommendation

Town Staff:

- Approval

Planning & Zoning Commission:

- Approval (5-0) on June 3, 2025



PLANNING

To: Mayor and Town Council

From: David Hoover, AICP, Director of Development Services

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

Re: Lot Frontage Waiver for Frontier South, Block A, Lot 3

Town Council Meeting – June 24, 2025

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

Agenda Item:

Consider and act upon a request for a Waiver for Lot Frontage on Frontier South, Block A, Lot 3, on 1.7± acres, located on the west side of Preston Road and 500± feet north of Coleman Street. (WAIV-25-0003)

Description of Agenda Item:

The conceptual plan in the approved Planned Development-116 showed four lots in total with two of the lots not having frontage onto public right-of-way. The proposed preliminary site plan shows three lots with one lot, Lot 3, not having frontage onto public right-of-way. In Article 10.03, Section 137 (§ 10.03.137) of the Town's Subdivision Ordinance, it is acknowledged that certain nonresidential developments may contain lots that cannot achieve access to a public street and allows for Town Council to grant a waiver if adequate access including required fire lanes are provided through dedicated public access easements from a public street. A subdivision waiver to regulations within the Subdivision Ordinance may be approved only when, in the decision-maker's opinion, undue hardship will result from strict compliance to the regulations.

The following criterion should be considered when evaluating a waiver request:

- The nature of the proposed land use involved and existing uses of the land in the vicinity.
- The number of persons who will reside or work in the proposed development.
- The effect such subdivision waiver might have upon traffic conditions and upon the public health, safety, convenience and welfare in the vicinity.

The following findings should be presented when evaluating a waiver request:

- That there are special circumstances or conditions affecting the land involved or other physical conditions of the property such that the strict application of the provisions of this subdivision ordinance would deprive the applicant of the reasonable use of his or her land.
- That the subdivision waiver is necessary for the preservation and enjoyment of a substantial property right of the applicant, and that the granting of the subdivision waiver will not be detrimental to the public health, safety or welfare or injurious to other property in the area
- That the granting of the subdivision waiver will not have the effect of preventing the orderly subdivision of other lands in the area in accordance with the provisions of this subdivision ordinance.

Additionally, waivers should meet the minimum degree of variation of requirements necessary to meet the objective of the applicant requesting the waiver and should not violate or conflict with any other valid ordinance, code, regulation, master plan or Comprehensive Plan of the town.

Access:

Access is provided from Preston Road through internal cross access via proposed fire lane, drainage, access, and utility easements.

Companion Item:

As a companion item, the Preliminary Site Plan (DEVAPP-24-0128) is on this Town Council agenda.

Budget Impact:

There is no budgetary impact affiliated with this item.

Attached Documents:

1. Location Map
2. Waiver Request Letter
3. Preliminary Site Plan (DEVAPP-24-0128)
4. Approved Conceptual Plan (Planned Development-116)
5. PowerPoint Slides

Town Staff Recommendation:

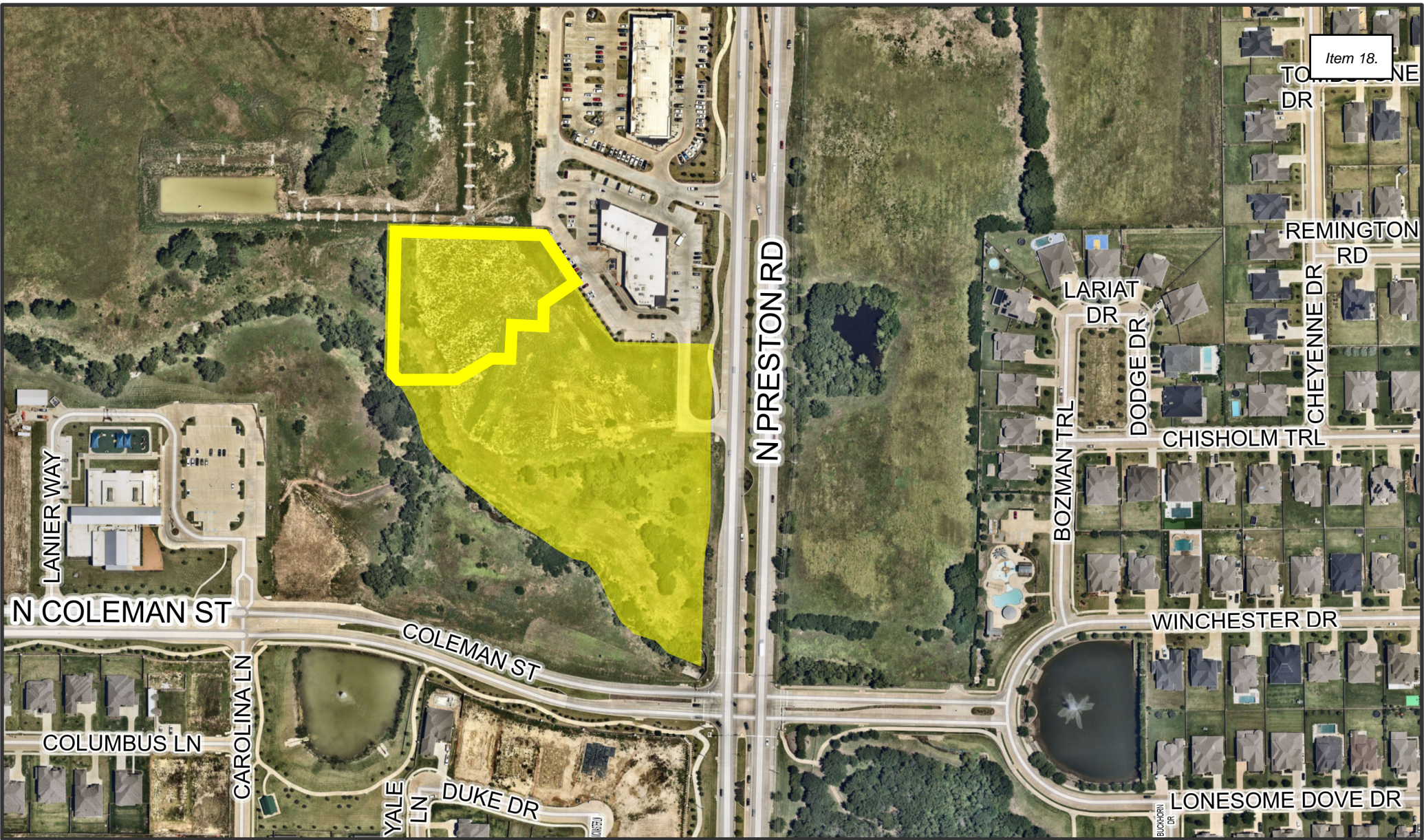
Town Staff recommends approval of the Lot Frontage Waiver.

Planning & Zoning Recommendation:

The Planning & Zoning Commission unanimously recommended approval of this item by a vote of 5-0 at their meeting on June 17, 2025.

Proposed Motion:

I move to approve/deny a request for a Waiver for Lot Frontage on Frontier South, Block A, Lot 3, on 1.7± acres, located on the west side of Preston Road and 500± feet north of Coleman Street.



This map for illustration purposes only

WAIV-25-0003

Frontier South, Block A,
Lot 3

Lot Frontage Waiver

Kirkman Engineering
5200 State Highway 121
Colleyville, TX 76034
817.488.4960



May 14, 2025

Suzanne Porter
Town of Prosper
250 W. First Street
Prosper, TX 75078
972-569-1095

RE: Victory at Frontier Waiver Request

Requesting a waiver for no frontage for Lot 3 of Victory at Frontier South located at the north west corner of the intersection of N Preston Rd and N Coleman Street. Lot 3 has two proposed points of access provided by mutual access easements but does not have direct access frontage to any public right-of-way. Thank you for your consideration.

Sincerely,

John Gardner, PE

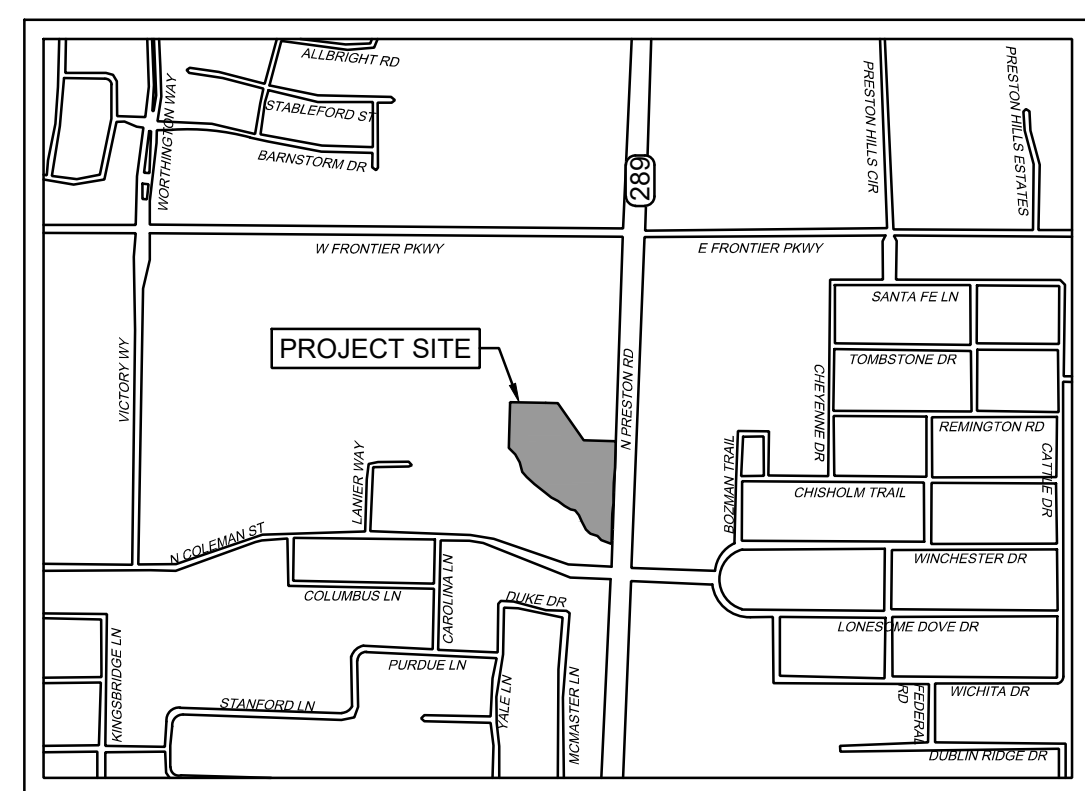
Preliminary Site Plan (DEVAPP-24-0128)



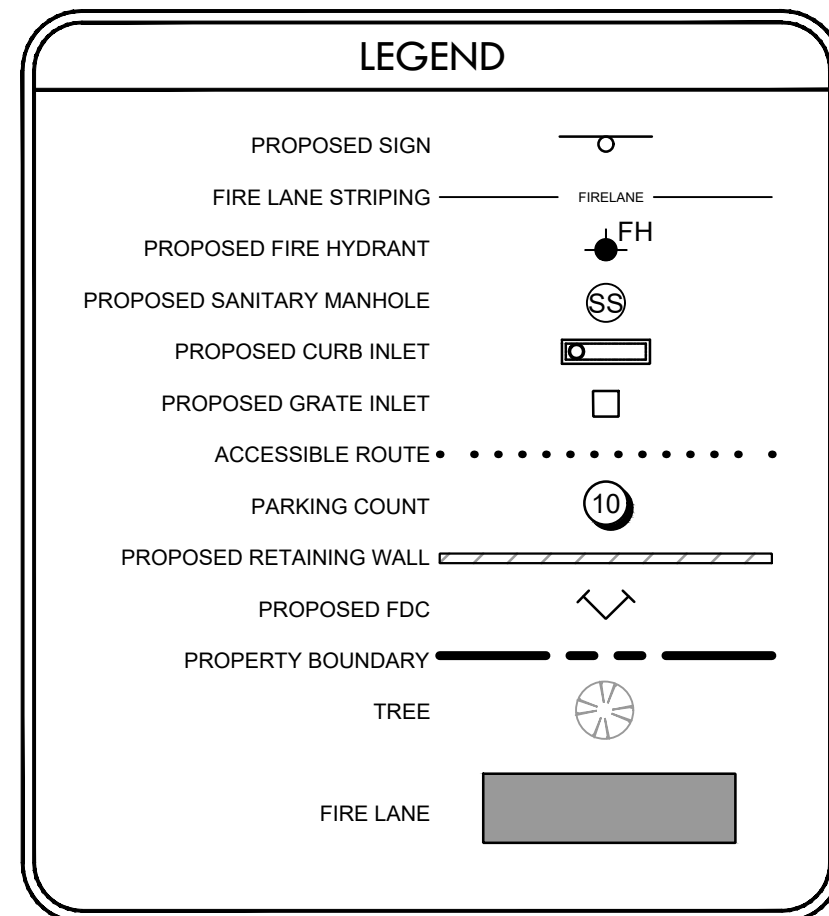
Know what's below.
Call before you dig.

EXISTING ZONING	PD-116	LOT 2	LOT 3
PROPOSED ZONING	PD-116	PD-116	PD-116
PROPOSED USE	RESTAURANT/ RETAIL	RESTAURANT/ RETAIL	RETAIL
LOT AREA (SF) (ACRES)	68,521 SF / 1.57 ACRES	201,162 SF / 4.62 ACRES	75,753 SF / 1.74 ACRES
TOTAL BUILDING AREA (SF)	12,400 SF	29,700 SF	19,700 SF
BUILDING HEIGHT	20'-0" (1 STORY)	40'-0" (2 STORY)	20'-0" (1 STORY)
LOT COVERAGE	18.10%	14.76%	26.01%
PARKING REQUIREMENTS	1 PER 250 SF (RETAIL) 1 PER 100 SF (RESTAURANT) 1 PER 200 SF (PATIO)	1 PER 250 SF (RETAIL) 1 PER 100 SF (RESTAURANT)	1 PER 250 SF (RETAIL)
BUILDING DISTRIBUTION	RETAIL: 4,920 SF RESTAURANT: 7,080 SF PATIO: 400 SF	1ST FLOOR: RESTAURANT: 8,800 SF 2ND FLOOR: RETAIL: 12,000 SF	RETAIL: 20,630 SF
TOTAL PARKING SPACES REQUIRED	93	172	79
TOTAL PARKING SPACES PROVIDED	93	172	83
REQUIRED ADA PARKING	4	6	4
PROVIDED ADA PARKING	4	6	4
IMPERVIOUS AREA (SF)	54,187 S.Q. FT	96,932 S.Q. FT	68,108 S.Q. FT
REQUIRED PARKING LOT LANDSCAPING (SF)	15 S.Q. FT PER SPACE (1,395 S.Q. FT)	15 S.Q. FT PER SPACE (2,670 S.Q. FT)	15 S.Q. FT PER SPACE (1,245 S.Q. FT)
PROVIDED PARKING LOT LANDSCAPING (SF)	3,030 S.Q. FT	4,743 S.Q. FT	4,426 S.Q. FT
REQUIRED OPEN SPACE (SF)	7% (4,797 S.Q. FT)	7% (14,081 S.Q. FT)	7% (5,303 S.Q. FT)
PROVIDED OPEN SPACE (SF)	11.5% (7,905 S.Q. FT)	42.7% (85,805 S.Q. FT)	12.1% (9,170 S.Q. FT)

Jones Jerral W Eral
Volume 5184 Page 212
O.P.R.C.C.T.
Land Use: Undeveloped



VICINITY MAP
N.T.S



TOWN OF PROSPER NOTES:

- ALL DEVELOPMENT STANDARDS SHALL FOLLOW TOWN STANDARDS.
- LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY THE TOWN OF PROSPER.
- ALL DEVELOPMENT STANDARDS SHALL FOLLOW FIRE REQUIREMENTS PER THE TOWN OF PROSPER.
- HANDICAPPED PARKING AREAS AND BUILDING ACCESSIBILITY SHALL CONFORM TO THE AMERICANS WITH DISABILITIES ACT (ADA) AND WITH THE REQUIREMENTS OF THE CURRENT, ADOPTED BUILDING CODE.
- ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL.
- IMPACT FEES WILL BE ASSESSED IN ACCORDANCE WITH THE LAND USE CLASSIFICATION(S) IDENTIFIED ON THE SITE DATA SUMMARY TABLE. HOWEVER, CHANGES TO THE PROPOSED LAND USE AT THE TIME OF CO AND/OR FINISH-OUT PERMIT MAY RESULT IN ADDITIONAL IMPACT FEES AND/OR PARKING REQUIREMENTS.
- THE APPROVAL OF A PRELIMINARY SITE PLAN SHALL BE EFFECTIVE FOR A PERIOD OF TWO (2) YEARS FROM THE DATE THAT THE PRELIMINARY SITE PLAN IS APPROVED BY THE PLANNING & ZONING COMMISSION, AT THE END OF WHICH TIME THE APPLICANT MUST HAVE SUBMITTED AND RECEIVED THE APPROVAL OF A SITE PLAN BY THE PLANNING & ZONING COMMISSION. IF A SITE PLAN IS NOT APPROVED WITHIN SUCH TWO (2) YEAR PERIOD, THE PRELIMINARY SITE PLAN APPROVAL IS NULL AND VOID. IF SITE PLAN APPROVAL IS ONLY FOR A PORTION OF THE PROPERTY, THE APPROVAL OF THE PRELIMINARY SITE PLAN FOR THE REMAINING PROPERTY SHALL BE NULL AND VOID.
- OPEN SPACE REQUIREMENTS SHALL FOLLOW THE ZONING ORDINANCE, PER TRACT. OPEN SPACE SHALL NOT INCLUDE VEHICULAR PAVING, REQUIRED PARKING LOT LANDSCAPE ISLANDS, BUILDING FOOTPRINT, UTILITY YARDS, REQUIRED LANDSCAPE SETBACKS, SIDEWALKS, AND DETENTION POND.
- LIVING SCREEN TO BE PROVIDED WHERE NEEDED, IN SPACES WHERE NATURAL SCREENING IS NOT SUFFICIENT.
- LIVING SCREEN PLANT TYPES: AMERICAN PILLAR ARBORVITAE OR CAROLINA CHERRY LAUREL TREES.
- AN EXHIBIT OF THE LIVING SCREEN WILL BE PROVIDED AT THE TIME OF THE SITE PLAN.

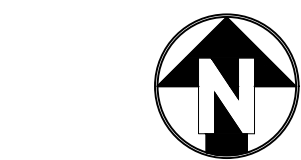
SITE PLAN KEY	
①	PROP. METER (DOMESTIC)
②	PROP. DCDC (FIRE SERVICE)
③	PROP. METER (IRRIGATION)

NOTE TO CONTRACTOR

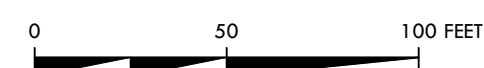
THE CONTRACTOR SHALL FIELD VERIFY THE LOCATION AND DEPTH OF ALL EXISTING UTILITIES (WHETHER SHOWN ON PLANS OR NOT) PRIOR TO COMMENCING CONSTRUCTION. IF FIELD CONDITIONS DIFFER SIGNIFICANTLY FROM LOCATIONS SHOWN ON THE PLANS, THE CONTRACTOR SHALL CONTACT THE PROJECT ENGINEER PRIOR TO PROCEEDING WITH CONSTRUCTION.

LAYOUT & DIMENSIONAL CONTROL NOTES:

- BOUNDARY LINES AND EASEMENT: REFER TO THE FINAL PLAT TO VERIFY PROPERTY LINES AND EXISTING EASEMENT LOCATIONS.
- DIMENSION CONTROL: UNLESS NOTED OTHERWISE, ALL PAVING DIMENSIONS SHOWN ARE TO FACE OF CURB.
- CURB RADII: UNLESS NOTED OTHERWISE, ALL CURB RADII SHALL BE 3' AT FACE OF CURB.
- BUILDING DIMENSIONS: REFERENCE ARCHITECTURAL PLANS FOR EXACT BUILDING DIMENSIONS.
- CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND COORDINATES PRIOR TO CONSTRUCTION.
- ALL COORDINATES ARE U.S. SURVEY FEET, NAD '83 SURFACE.
- REFER TO SHEET(S) C10.0 FOR SITE DETAILS.



GRAPHIC SCALE



SCALE: 1" = 50'

PRELIMINARY SITE PLAN
TOWN PROJECT DEVAPP-24-0128FRONTIER SOUTH
BLOCK A, LOTS 1 - 3
7.930 ACRES

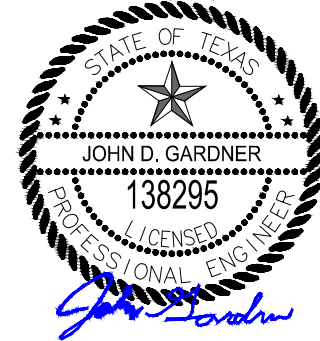
VICTORY AT FRONTIER SOUTH, LP
(INST. NO. 20180824001065580)
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
PREPARATION DATE: 11/11/2024

OWNER/APPLICANT
VICTORY AT FRONTIER SOUTH LP
2911 TURTLE CREEK BLVD. #700
DALLAS, TX 75219
PH: 214-934-2566
CONTACT: JESUS SANCHEZ

ENGINEER
KIRKMAN ENGINEERING, LLC
5200 STATE HIGHWAY 121
COLLEVILLE, TX 76034
PH: 817-488-4960
CONTACT: JOHN GARDNER, PE

LANDSCAPE ARCHITECT
LONDON LANDSCAPES
P.O. BOX 28
COLLINSVILLE, TEXAS 76233
EMAIL: AMY.LONDON@LONDONLANDSCAPES.NET
CONTACT: AMY LONDON, RLASURVEYOR
BARTON CHAPA SURVEYING
5200 STATE HIGHWAY 121
COLLEVILLE, TX 76034
PH: 817-864-1957
CONTACT: JACK BARTON, RPLS

DATE: 05/30/2025



2911 TURTLE CREEK
BLVD, STE 700
DALLAS, TX 75219
972-707-9555

FRONTIER SOUTH

BLOCK A, LOTS 1 - 3
TOWN OF PROSPER
COLLIN COUNTY, TEXAS

DESCRIPTION:

REV: DATE:



KIRKMAN ENGINEERING, LLC
5200 STATE HIGHWAY 121
COLLEVILLE, TX 76034
TEXAS FIRM NO. 15874

JOB NUMBER: VIC21021

ISSUE DATE: DATE

SITE PLAN

SHEET:

C3.0

[illegible]

VICTORY | GROUP
Victory Real Estate Group

VICTORY AT
FRONTIER - SOUTH
LOTS 1 - 4
TOWN OF PROSPER
COLLIN COUNTY, TEXAS



CONCEPT PLAN

C3.0

VICINITY MAP
N.T.S

The vicinity map shows a road network with a legend. The legend includes:

- FIRE LANE STRIPING**: Represented by a solid line with a dashed line in the center.
- FIRELANE**: Represented by a solid line.
- FIRE LANE HATCH**: Represented by a gray shaded rectangle.
- PARKING COUNT**: Represented by a circle with the number 10 inside.
- PROPERTY BOUNDARY**: Represented by a thick solid line.

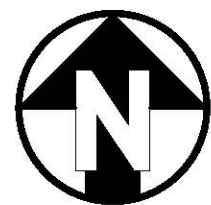
1. BOUNDARY LINES AND EASEMENT: REFER TO THE FINAL PLAT TO VERIFY PROPERTY LINES AND EXISTING EASEMENT LOCATIONS.
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4. BUILDING DIMENSIONS: REFERENCE ARCHITECTURAL PLANS FOR EXACT BUILDING DIMENSIONS.
5. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND COORDINATES PRIOR TO CONSTRUCTION.
6. ALL COORDINATES ARE U. S. SURVEY FEET, NAD '83 SURFACE.
7. REFER TO SHEET(S) CX.X - X.X FOR SITE DETAILS.

NOTE TO CONTRACTOR:
THE CONTRACTOR SHALL FIELD VERIFY THE LOCATION AND DEPTH OF ALL EXISTING UTILITIES (WHETHER SHOWN ON PLANS OR NOT) PRIOR TO COMMENCING CONSTRUCTION. IF FIELD CONDITIONS DIFFER SIGNIFICANTLY FROM LOCATIONS SHOWN ON THE PLANS, THE CONTRACTOR SHALL CONTACT THE PROJECT ENGINEER PRIOR TO PROCEEDING WITH CONSTRUCTION.

SCREENING NOTE:
SCREENING SHALL BE PROVIDED WHERE RESIDENTIAL LOTS
ABUTS THE PROPOSED DEVELOPMENT PER THE ZONING
REQUIREMENTS AS OUTLINED IN THE PLANNED DEVELOPMENT
REGULATIONS.

DETENTION NOTE:
AN OFF-SITE REGIONAL DETENTION WILL BE DESIGNED TO ACCOMMODATE FOR THE INCREASE OF PROPOSED STORM DISCHARGE PRODUCED BY THIS DEVELOPMENT. DESIGN FOR THE OFF-SITE REGIONAL DETENTION WILL BE FINALIZED PRIOR TO SITE PLAN AND CIVIL DESIGN.

FLOOD PLAIN NOTE:
FEMA FLOODPLAIN RECLAMATION WILL BE DESIGNED DURING THE
CIVIL PERMIT PROCESS.



VICTORY AT FRONTIER SOUTH

6:25 ACRES
LOTS 1-4
FRONT AT FRONTIER SOUTH, LP
(INST. NO. 2018082041065580)
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
PREPARATION DATE: XXXXXXXXX

<u>OWNER/APPLICANT</u>	<u>LANDSCAPE ARCHITECT</u>
VICTORY REAL ESTATE GROUP 8125 LUTHER LANE SUITE 583 DALLAS, TX 75225-8230 PH: 214-634-2566 CONTACT: BOBBY MENDOZA	LONDON LANDSCAPES P.O. BOX 29 COLLINSVILLE, TEXAS 76233 PH: 972-800-0060 EMAIL: AMY_LONDON@ LONDONLANDSCAPES.NET CONTACT: AMY LONDON, R/LA
<u>ENGINEER</u>	<u>SURVEYOR</u>
KIRKMAN ENGINEERING, LLC 5200 STATE HIGHWAY 121 COLLEGE STATION, TX 76704 PH: 817-488-4960 CONTACT: KE PROJECT-PM, PE	BARTON CHAPA SURVEYING 5200 STATE HIGHWAY 121 COLLEGE STATION, TX 76704 PH: 817-864-1957 CONTACT: JACK BARTON, RPLS

LANDSCAPE ARCHITECT
LONDON LANDSCAPES
P.O. BOX 28
COLLINSVILLE, TEXAS 76233
PH: 972-800-0676
EMAIL: AMY_LONDON@
LONDON-LANDSCAPES.NET
CONTACT: AMY LONDON, RLA

SURVEYOR
BARTON CHAPA SURVEYING
5200 STATE HIGHWAY 121
COLLEYVILLE, TX 76034
PH: 817-864-1957
CONTACT: JACK BARTON, RPL

FILE NAME: C3.0 SITE PLAN_UPDATED.dwg

Frontier South, Block A, Lot 3 (WAIV-25-0003)

Information

Purpose:

- Allow Lot 3 to have frontage onto a fire lane, access, utility, and drainage easement (F.A.U.D.E) instead of public right-of-way.

History:

- Approved conceptual plan in Planned Development-116 showed four lots with two lots not having frontage onto public right-of-way.

Subdivision Ordinance:

- Per Article 10.03, Section 137 (§ 10.03.137) of the Subdivision Ordinance, a waiver may be approved for lots in nonresidential developments that can not achieve access to a public street provided there is adequate access through public access easements from a public street.

Information Cont.

Criterion:

- The following criterion should be considered when evaluating a waiver request.
 - The nature of the proposed land use involved and existing uses of the land in the vicinity.
 - The number of persons who will reside or work in the proposed development.
 - The effect such subdivision waiver might have upon traffic conditions and upon the public health, safety, convenience, and welfare in the vicinity.

Information Cont.

Findings:

- The following findings should be presented when evaluating a waiver request.
 - That there are special circumstances or conditions affecting the land involved or other physical conditions of the property such that the strict application of the provisions of this subdivision ordinance would deprive the applicant of the reasonable use of his or her land.
 - That the subdivision waiver is necessary for the preservation and enjoyment of a substantial property right of the applicant, and that the granting of the subdivision waiver will not be detrimental to the public health, safety or welfare or injurious to other property in the area
 - That the granting of the subdivision waiver will not have the effect of preventing the orderly subdivision of other lands in the area in accordance with the provisions of this subdivision ordinance.







PLANNING

To: Mayor and Town Council

From: David Hoover, AICP, Director of Development Services

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

Re: Lot Frontage Waiver for Victory at Frontier, Block A, Lots 3 & 9

Town Council Meeting – June 24, 2025

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

Agenda Item:

Consider and act upon a request for a Waiver for Lot Frontage on Victory at Frontier, Block A, Lots 3 and 9, on 13.3± acres, located on the south side of Frontier Parkway and 345± feet west of Preston Road. (WAIV-25-0001)

Description of Agenda Item:

The proposed Preliminary Site Plan shows four lots with two of the lots, Lots 3 and 9, not having frontage onto public right-of-way. In Article 10.03, Section 137 (§ 10.03.137) of the Town's Subdivision Ordinance, it is acknowledged that certain nonresidential developments may contain lots that cannot achieve access to a public street and allows for Town Council to grant a waiver if adequate access including required fire lanes are provided through dedicated public access easements from a public street. A subdivision waiver to regulations within the Subdivision Ordinance may be approved only when, in the decision-maker's opinion, undue hardship will result from strict compliance to the regulations.

The following criterion should be considered when evaluating a waiver request:

- The nature of the proposed land use involved and existing uses of the land in the vicinity.
- The number of persons who will reside or work in the proposed development.
- The effect such subdivision waiver might have upon traffic conditions and upon the public health, safety, convenience and welfare in the vicinity.

The following findings should be presented when evaluating a waiver request:

- That there are special circumstances or conditions affecting the land involved or other physical conditions of the property such that the strict application of the provisions of this subdivision ordinance would deprive the applicant of the reasonable use of his or her land.
- That the subdivision waiver is necessary for the preservation and enjoyment of a substantial property right of the applicant, and that the granting of the subdivision waiver will not be detrimental to the public health, safety or welfare or injurious to other property in the area
- That the granting of the subdivision waiver will not have the effect of preventing the orderly subdivision of other lands in the area in accordance with the provisions of this subdivision ordinance.

Additionally, waivers should meet the minimum degree of variation of requirements necessary to meet the objective of the applicant requesting the waiver and should not violate or conflict with any other valid ordinance, code, regulation, master plan or Comprehensive Plan of the town.

Access:

Access is provided from Frontier Parkway by internal cross access via a proposed fire lane, access, drainage and utility easements.

Companion Item:

As companion items, the Preliminary Site Plan (DEVAPP-25-0014) and Revised Conveyance Plat (DEVAPP-24-0015) are on this Town Council agenda.

Budget Impact:

There is no budgetary impact affiliated with this item.

Attached Documents:

1. Location Map
2. Waiver Request Letter
3. Preliminary Site Plan (DEVAPP-25-0014)
4. Revised Conveyance Plat (DEVAPP-24-0015)
5. PowerPoint Slides

Town Staff Recommendation:

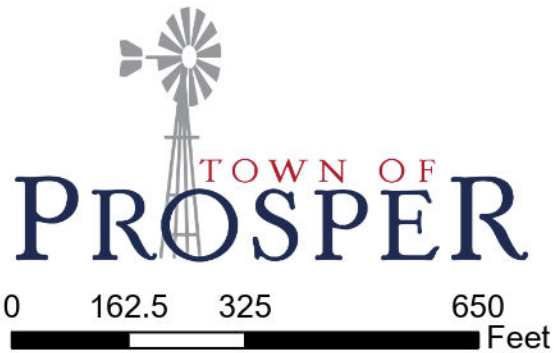
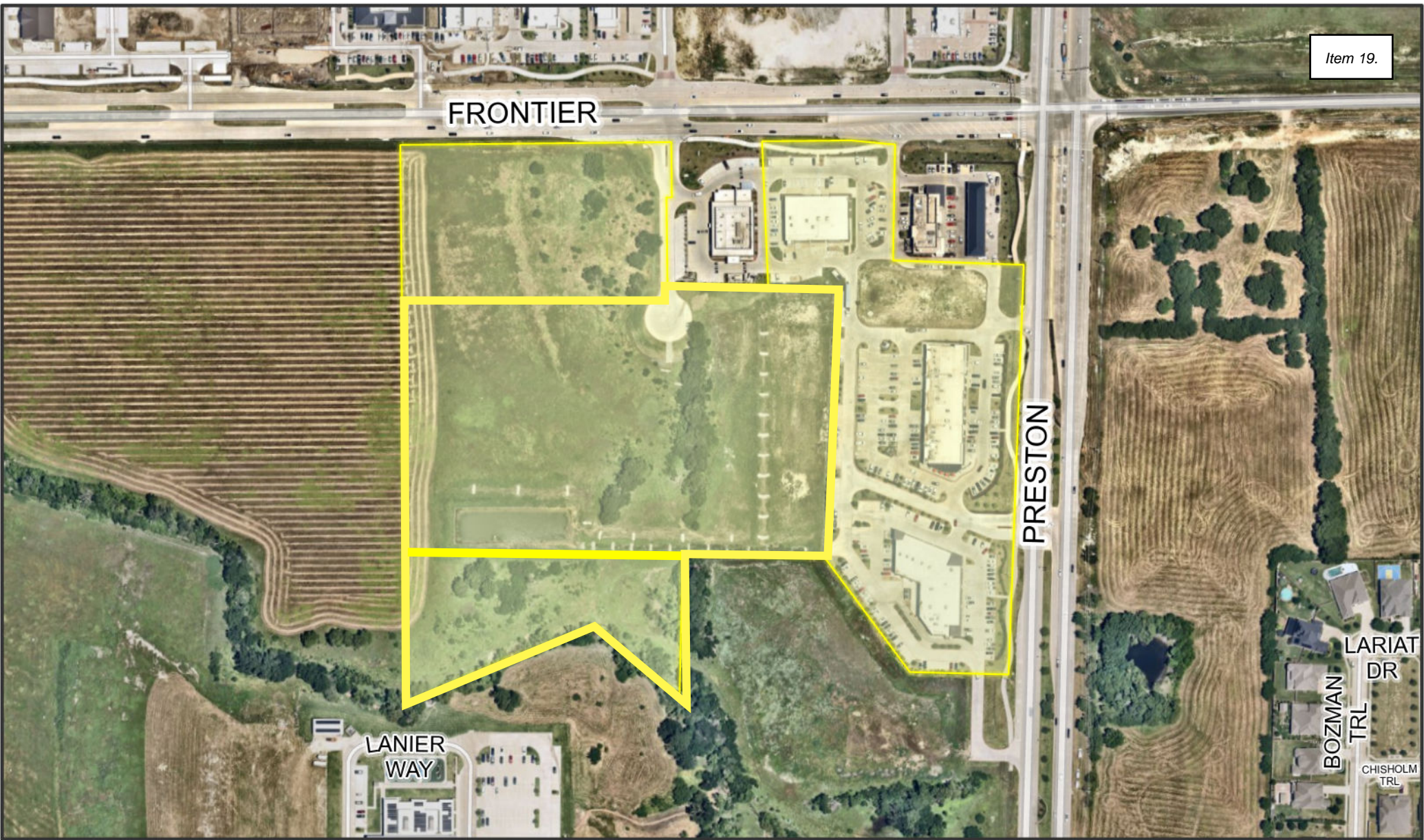
Town Staff recommends approval of the Lot Frontage Waiver.

Planning & Zoning Recommendation:

The Planning & Zoning Commission unanimously recommended approval of this item by a vote of 5-0 at their meeting on June 17, 2025.

Proposed Motion:

I move to approve/deny a request for a Waiver for Lot Frontage on Victory at Frontier, Block A, Lots 3 and 9, on 13.3± acres, located on the south side of Frontier Parkway and 345± feet west of Preston Road.



This map for illustration purposes only

WAIV-25-0001

Victory at Frontier,
Block A, Lots 3 & 9

Lot Frontage Waiver

06/05/2025

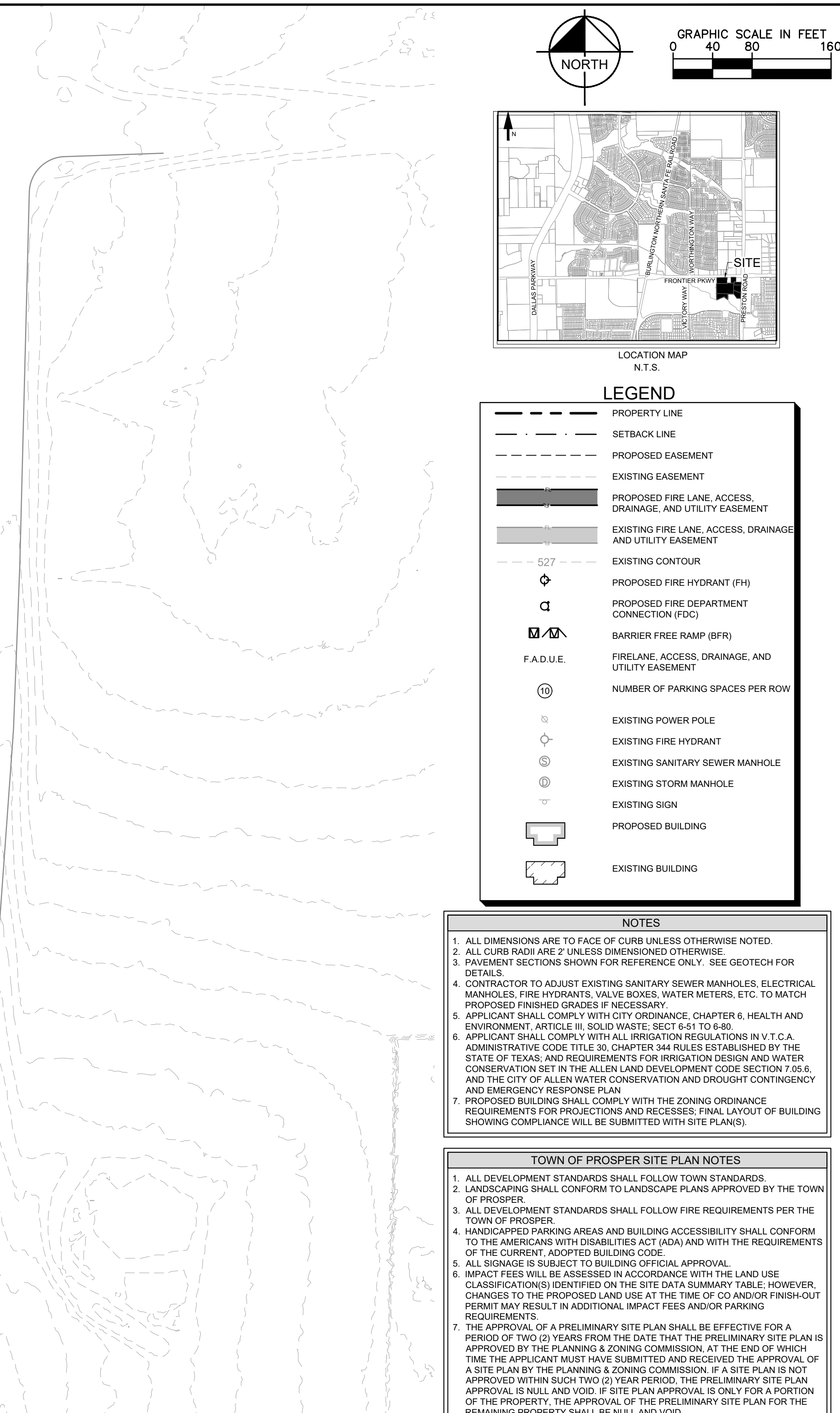
ATTN: Town of Prosper
Development Services Department
250 W. First Street
Prosper, TX 75078

RE: Life Time – Waiver Request

Proposal:

In conjunction with the Preliminary Site Plan application for Lot 3, Block A of the Victory Frontier Development, located at the southwest corner of Frontier Parkway and N. Preston Road, Life Time is also seeking a waiver for lot frontage. Life Time is proposing to develop on the southern portion of Lot 3, Block A within the Victory at Frontier development. Life Time is proposing to construct a 115,000 square foot, two-story health and fitness facility on 10.409 acres, known as Lot 3, Block A as depicted in the attached Conveyance Plat.

The location of the proposed Life Time does not have the required lot frontage per the Town of Prosper Zoning Code. As part of the Preliminary Site Plan review, Life Time requests a formal waiver from this requirement for both Lot 3, Block A as well as Lot 9, Block A of the overall 17.241 acres. The proposed Lot 3, Block A will have multiple access points from Frontier Parkway and N. Preston Road. Lot 9, Block A will have access granted through Lot 3. These accesses will be formalized with recorded access easements on final plats. The site's size, depth, and placement within a larger overall development has led to this request.



SITE DATA TABLE NOTES

1. LOT AREAS FOR LOT 1 AND 4 ARE PER THE FINAL PLAT
2. LOT AREAS FOR LOT 5 AND 7 ARE BASED ON THE FINAL CONFIGURATION
3. PARKING LOT LANDSCAPING, OPEN SPACE, AND IMPERVIOUS AREA IS BASED ON THE LATEST APPROVED SITE PLAN FOR LOT 1 AND 4
3. PARKING LOT LANDSCAPING, OPEN SPACE, AND IMPERVIOUS AREA IS BASED ON THE LATEST SITE PLAN D22-0093 FOR LOT 1 AND 4
4. PARKING CALCULATIONS ARE BASED ON THE LATEST TENANT INFORMATION

PRELIMINARY SITE PLAN
VICTORY AT FRONTIER
LOT 1, 3, 4, 5, 7, 8, & 9, BLOCK A
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
SUBMITTED JUNE 05, 2025

OWNER: VICTORY AT FRONTIER LLC, ROC-A-FELLA LLC, & LUCKY 7 RETAIL LLC 2911 TURTLE CREEK BLVD, SUITE 700 DALLAS, TX 75219 PH. (972) 707-9555 CONTACT: TONY RAMJLI	ENGINEER / SURVEYOR / APPLICANT: KIMLEY-HORN & ASSOCIATES, INC. 13455 NOEL ROAD TWO GALLERIA OFFICE TOWER, SUITE 700 DALLAS, TEXAS 75240 PH (972) 770-1300 CONTACT: NEDA HOSEINYE, P.E.
DEVELOPER: LHIT, TIME 2099 CORPORATE PLACE CHANNHANSEN, MISS 55317 PH. (952) 401-2405 CONTACT: NATALIE NYE	

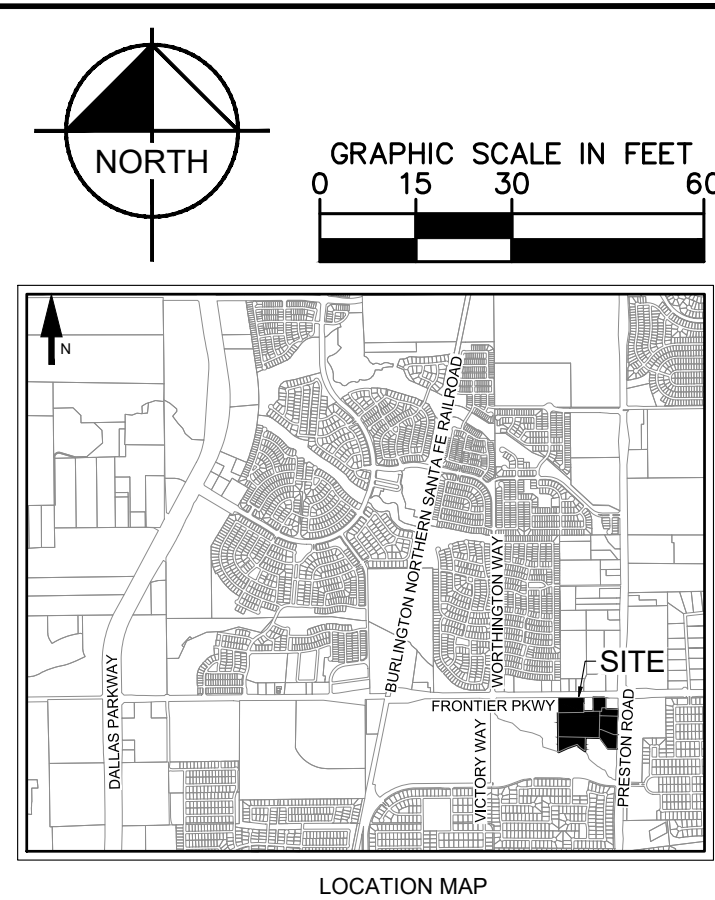
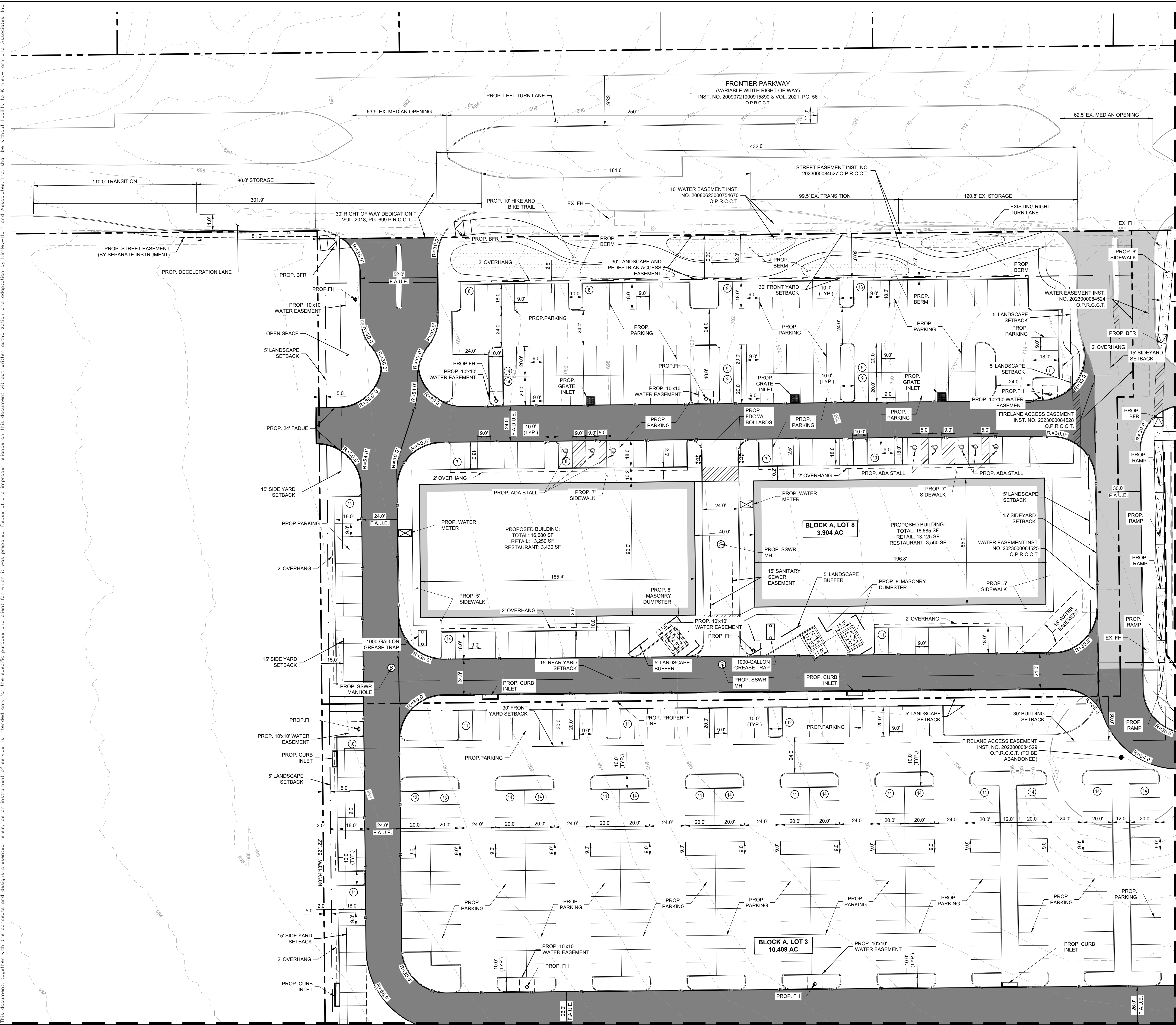
NOTES	
1.	ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
2.	ALL CURB RADI ARE 2' UNLESS DIMENSIONED OTHERWISE.
3.	PAVEMENT SECTIONS SHOWN FOR REFERENCE ONLY. SEE GEOTECH FOR DETAILS.
4.	CONTRACTOR TO ADJUST EXISTING SANITARY SEWER MANHOLES, ELECTRICAL MANHOLES, FIRE HYDRANTS, VALVE BOXES, WATER METERS, ETC. TO MATCH PROPOSED FINISHED GRADES IF NECESSARY.
5.	APPLICANT SHALL COMPLY WITH CITY ORDINANCE, CHAPTER 6, HEALTH AND ENVIRONMENT, ARTICLE III, SOLID WASTE, SECT 6-51 TO 6-80.
6.	APPLICANT SHALL COMPLY WITH ALL IRRIGATION REGULATIONS IN V.T.C.A. ADMINISTRATIVE CODE TITLE 30, CHAPTER 344 RULES ESTABLISHED BY THE STATE OF TEXAS, AND REQUIREMENTS FOR IRRIGATION DESIGN AND WATER CONSERVATION SET IN THE ALLEN LAND DEVELOPMENT CODE SECTION 705.6, ADMINISTRATION OF ALLEN WATER CONSERVATION AND DROUGHT CONTINGENCY AND EMERGENCY RESPONSE PLAN.
7.	PROPOSED BUILDING SHALL COMPLY WITH THE ZONING ORDINANCE REQUIREMENTS FOR PROJECTIONS AND RECESSES. FINAL LAYOUT OF BUILDING SHOWING COMPLIANCE WILL BE SUBMITTED WITH SITE PLANS.

TOWN OF PROSPER SITE PLAN NOTES

1. ALL DEVELOPMENT STANDARDS SHALL FOLLOW TOWN STANDARDS.
2. LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY THE TOWN OF PROSPER.
3. ALL DEVELOPMENT STANDARDS SHALL FOLLOW FIRE REQUIREMENTS PER THE TOWN OF PROSPER.
4. HANDICAPPED PARKING AREAS AND BUILDING ACCESSIBILITY SHALL CONFORM TO THE AMERICANS WITH DISABILITIES ACT (ADA) AND WITH THE REQUIREMENTS OF THE CURRENT ADAAG.
5. ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL.
6. IMPACT FEES WILL BE ASSESSED IN ACCORDANCE WITH THE LAND USE CLASSIFICATION(S) IDENTIFIED ON THE SITE DATA SUMMARY TABLE. HOWEVER, CHANGES TO THE PROPOSED LAND USE AT THE TIME OF CO AND/OR FINISH-OUT PERMIT MAY RESULT IN ADDITIONAL IMPACT FEES AND/OR PARKING REQUIREMENTS.
7. APPROVAL OF A PRELIMINARY SITE PLAN SHALL BE EFFECTIVE FOR A PERIOD OF TWO (2) YEARS FROM THE DATE THAT THE PRELIMINARY SITE PLAN IS APPROVED BY THE PLANNING & ZONING COMMISSION. AT THE END OF WHICH THE APPLICANT MUST HAVE SUBMITTED AND RECEIVED THE APPROVAL OF A FINAL SITE PLAN. IF THE APPLICANT DOES NOT SUBMIT A FINAL SITE PLAN NOT APPROVED WITHIN SUCH TWO (2) YEAR PERIOD, THE PRELIMINARY SITE PLAN APPROVAL IS NULL AND VOID. IF SITE PLAN APPROVAL IS ONLY FOR A PORTION OF THE PROPERTY, THE REMAINING PORTION OF THE PRELIMINARY SITE PLAN FOR THE REMAINING PORTION SHALL BE NULL AND VOID.
8. OPEN SPACE REQUIREMENTS SHALL FOLLOW THE ZONING ORDINANCE, PER TRACT. OPEN SPACE SHALL NOT INCLUDE VEHICULAR PAVING, REQUIRED PARKING LOT LANDSCAPING, SIDEWALKS, DRIVEWAYS, UTILITY LOTS, ETC., REQUIRED LANDSCAPE SETBACKS, SIDEWALKS, AND DETENTION POND.

Page 270

Plotted By: Schwartz, Payton Date: June 05, 2025 02:57:34pm File Path: K:\DAL_Civil\064460922-1T Prosper\Code\PlanSheets\ Preliminary Site Plan\ Preliminary Site Plan.dwg
This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



LEGEND	
	PROPERTY LINE
	SETBACK LINE
	PROPOSED EASEMENT
	EXISTING EASEMENT
	PROPOSED FIRE LANE, ACCESS, DRAINAGE, AND UTILITY EASEMENT
	EXISTING FIRE LANE, ACCESS, DRAINAGE, AND UTILITY EASEMENT
	EXISTING CONTOUR
	PROPOSED FIRE HYDRANT (FH)
	PROPOSED FIRE DEPARTMENT CONNECTION (FDC)
	BARRIER FREE RAMP (BFR)
	FIRELANE, ACCESS, DRAINAGE, AND UTILITY EASEMENT
	NUMBER OF PARKING SPACES PER ROW
	EXISTING POWER POLE
	EXISTING FIRE HYDRANT
	EXISTING SANITARY SEWER MANHOLE
	EXISTING STORM MANHOLE
	EXISTING SIGN
	PROPOSED BUILDING
	EXISTING BUILDING

MATCHLINE: SEE SHEET C-103

- ### TOWN OF PROSPER SITE PLAN NOTES
1. ALL DEVELOPMENT STANDARDS SHALL FOLLOW TOWN STANDARDS.
 2. LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY THE TOWN OF PROSPER.
 3. ALL DEVELOPMENT STANDARDS SHALL FOLLOW FIRE REQUIREMENTS PER THE TOWN OF PROSPER.
 4. HANDICAPPED PARKING AREAS AND BUILDING ACCESSIBILITY SHALL CONFORM TO THE AMERICANS WITH DISABILITIES ACT (ADA) AND WITH THE REQUIREMENTS OF THE CURRENT, ADOPTED BUILDING CODE.
 5. ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL.
 6. IMPACT FEES WILL BE ASSESSED IN ACCORDANCE WITH THE LAND USE CLASSIFICATION(S) IDENTIFIED ON THE SITE DATA SUMMARY TABLE; HOWEVER, CHANGES TO THE PROPOSED LAND USE AT THE TIME OF CO AND/OR FINISH-OUT PERMIT MAY RESULT IN ADDITIONAL IMPACT FEES AND/OR PARKING REQUIREMENTS.
 7. THE APPROVAL OF A PRELIMINARY SITE PLAN SHALL BE EFFECTIVE FOR A PERIOD OF TWO (2) YEARS FROM THE DATE THAT THE PRELIMINARY SITE PLAN IS APPROVED BY THE PLANNING & ZONING COMMISSION, AT THE END OF WHICH TIME THE APPLICANT MUST HAVE SUBMITTED AND RECEIVED THE APPROVAL OF A SITE PLAN BY THE PLANNING & ZONING COMMISSION. IF A SITE PLAN IS NOT APPROVED WITHIN SUCH TWO (2) YEAR PERIOD, THE PRELIMINARY SITE PLAN APPROVAL IS NULL AND VOID. IF SITE PLAN APPROVAL IS ONLY FOR A PORTION OF THE PROPERTY, THE APPROVAL OF THE PRELIMINARY SITE PLAN FOR THE REMAINING PROPERTY SHALL BE NULL AND VOID.
 8. OPEN SPACE REQUIREMENTS SHALL FOLLOW THE ZONING ORDINANCE, PER TRACT. OPEN SPACE SHALL NOT INCLUDE VEHICULAR PAVING, REQUIRED PARKING LOT LANDSCAPE ISLANDS, BUILDING FOOTPRINT, UTILITY YARDS, REQUIRED LANDSCAPE SETBACKS, SIDEWALKS, AND DETENTION POND.

- ### NOTES
1. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
 2. ALL CURB RADI ARE 2' UNLESS DIMENSIONED OTHERWISE.
 3. PAVEMENT SECTIONS SHOWN FOR REFERENCE ONLY. SEE GEOTECH FOR DETAILS.
 4. CONTRACTOR TO ADJUST EXISTING SANITARY SEWER MANHOLES, ELECTRICAL MANHOLES, FIRE HYDRANTS, VALVE BOXES, WATER METERS, ETC. TO MATCH PROPOSED FINISHED GRADES IF NECESSARY.
 5. APPLICANT SHALL COMPLY WITH CITY ORDINANCE, CHAPTER 6, HEALTH AND ENVIRONMENT, ARTICLE III, SOLID WASTE, SECT 6-61 TO 6-60.
 6. APPLICANT SHALL COMPLY WITH ALL IRRIGATION REGULATIONS IN V.T.C.A. ADMINISTRATIVE CODE TITLE 30, CHAPTER 344 RULES ESTABLISHED BY THE STATE OF TEXAS, AND REQUIREMENTS FOR IRRIGATION DESIGN AND WATER CONSERVATION SET IN THE ALLEN LAND DEVELOPMENT CODE SECTION 7.05.6, AND THE CITY OF ALLEN WATER CONSERVATION AND DROUGHT CONTINGENCY AND EMERGENCY RESPONSE PLAN.
 7. PROPOSED BUILDING SHALL COMPLY WITH THE ZONING ORDINANCE REQUIREMENTS FOR PROJECTIONS AND RECESSES, FINAL LAYOUT OF BUILDING SHOWING COMPLIANCE WILL BE SUBMITTED WITH SITE PLAN(S).

TOWN OF PROSPER CASE NO. DEVAPP-25-0014

PRELIMINARY SITE PLAN
VICTORY AT FRONTIER
LOT 1, 3, 4, 5, 7, 8, & 9, BLOCK A
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
SUBMITTED JUNE 05, 2025

OWNER:
VICTORY AT FRONTIER LLC, ROC-A-FELLA LLC, & LUCKY 7 RETAIL LLC
2911 TURTLE CREEK BLVD, SUITE 700
DALLAS, TX 75219
PH. (972) 707-9555
CONTACT: TONY RAMJI

DEVELOPER:
LIFE TIME
2099 CORPORATE PLACE
CHANHASSEN, MN 55317
PH. (952) 401-2405
CONTACT: NATALIE NYE

ENGINEER / SURVEYOR / APPLICANT:
KIMLEY-HORN & ASSOCIATES, INC.
13455 NOEL ROAD
TWO GALLERIA OFFICE TOWER,
SUITE 700
DALLAS, TEXAS 75240
PH (972) 770-1300
CONTACT: NEDA HOSSEINY, P.E.

13455 NOEL ROAD, TWO GALLERIA OFFICE TOWER
SUITE 700, DALLAS, TX 75240
PHONE: 972-770-1300 FAX: 972-239-3820
WWW.KIMLEY-HORN.COM TX F-928
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PRELIMINARY
FOR REVIEW ONLY NOT FOR
CONSTRUCTION OR PERMIT
PURPOSES.

Kimley-Horn
Engineer NEDA M. HOSSEINY
P.E. No. 126707
Date 06/05/2025

KHA PROJECT	064460922	DATE	JUNE 2025	SCALE	AS SHOWN	DESIGNED BY	PRS	DRAWN BY	PRS	CHECKED BY	NMH
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PRELIMINARY SITE PLAN

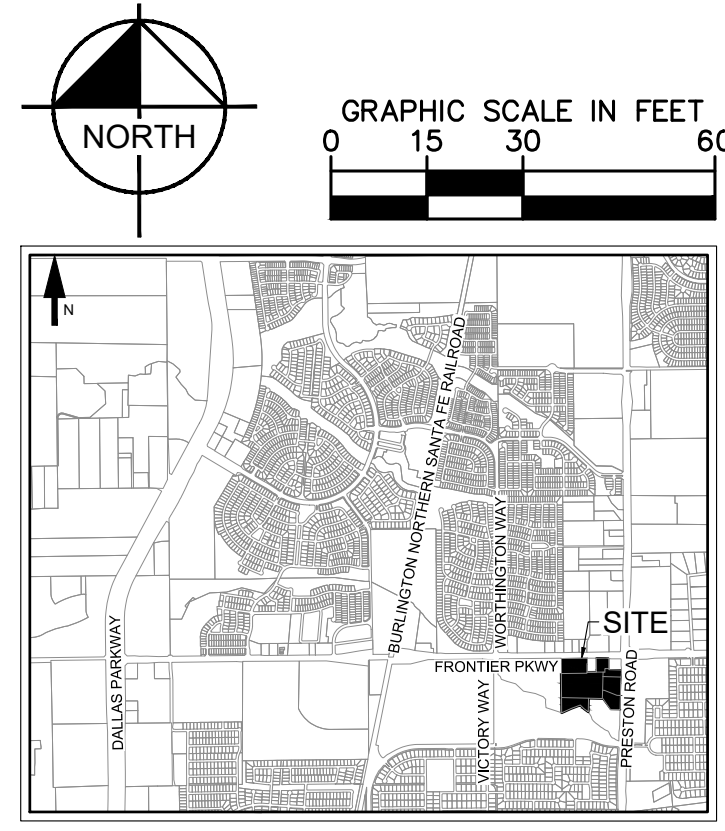
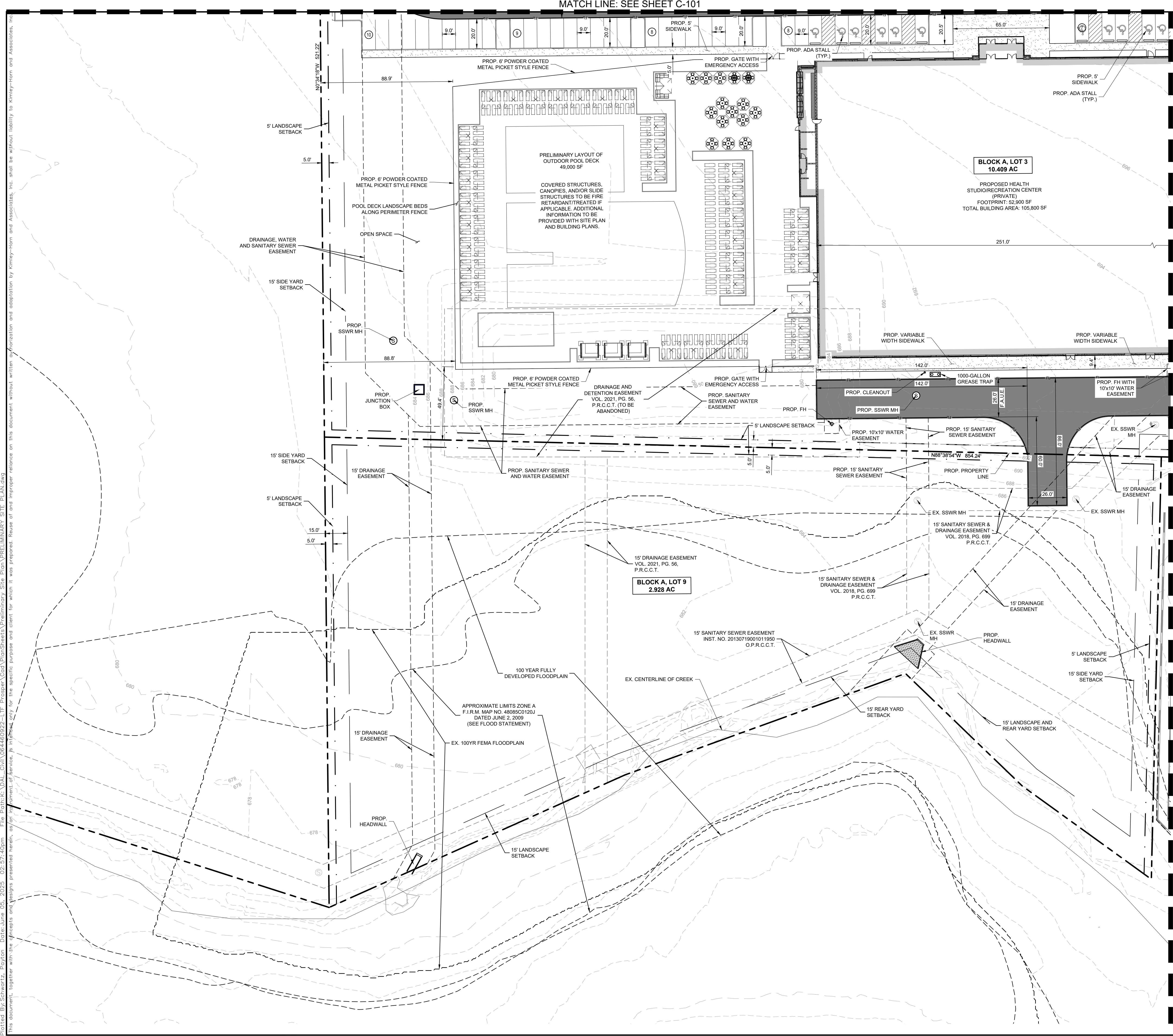
TEXAS

PROSPER

SHEET NUMBER
C-101

Item 19.
No. DATE REVISIONS

MATCHLINE: SEE SHEET C-102



LEGEND	
	PROPERTY LINE
	SETBACK LINE
	PROPOSED EASEMENT
	EXISTING EASEMENT
	PROPOSED FIRE LANE, ACCESS, DRAINAGE, AND UTILITY EASEMENT
	EXISTING FIRE LANE, ACCESS, DRAINAGE, AND UTILITY EASEMENT
	EXISTING CONTOUR
	PROPOSED FIRE HYDRANT (FH)
	PROPOSED FIRE DEPARTMENT CONNECTION (FDC)
	BARRIER FREE RAMP (BFR)
	FIRELANE, ACCESS, DRAINAGE, AND UTILITY EASEMENT
	NUMBER OF PARKING SPACES PER ROW
	EXISTING POWER POLE
	EXISTING FIRE HYDRANT
	EXISTING SANITARY SEWER MANHOLE
	EXISTING STORM MANHOLE
	EXISTING SIGN
	PROPOSED BUILDING
	EXISTING BUILDING

- TOWN OF PROSPER SITE PLAN NOTES**
- ALL DEVELOPMENT STANDARDS SHALL FOLLOW TOWN STANDARDS.
 - LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY THE TOWN OF PROSPER.
 - ALL DEVELOPMENT STANDARDS SHALL FOLLOW FIRE REQUIREMENTS PER THE TOWN OF PROSPER.
 - HANDICAPPED PARKING AREAS AND BUILDING ACCESSIBILITY SHALL CONFORM TO THE AMERICANS WITH DISABILITIES ACT (ADA) AND WITH THE REQUIREMENTS OF THE CURRENT, ADOPTED BUILDING CODE.
 - ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL.
 - IMPACT FEES WILL BE ASSESSED IN ACCORDANCE WITH THE LAND USE CLASSIFICATION(S) IDENTIFIED ON THE SITE DATA SUMMARY TABLE; HOWEVER, CHANGES TO THE PROPOSED LAND USE AT THE TIME OF CO AND/OR FINISH-OUT PERMIT MAY RESULT IN ADDITIONAL IMPACT FEES AND/OR PARKING REQUIREMENTS.
 - THE APPROVAL OF A PRELIMINARY SITE PLAN SHALL BE EFFECTIVE FOR A PERIOD OF TWO (2) YEARS FROM THE DATE THAT THE PRELIMINARY SITE PLAN IS APPROVED BY THE PLANNING & ZONING COMMISSION. AT THE END OF WHICH TIME THE APPLICANT MUST HAVE SUBMITTED AND RECEIVED THE APPROVAL OF A SITE PLAN BY THE PLANNING & ZONING COMMISSION. IF A SITE PLAN IS NOT APPROVED WITHIN SUCH TWO (2) YEAR PERIOD, THE PRELIMINARY SITE PLAN APPROVAL IS NULL AND VOID. IF SITE PLAN APPROVAL IS ONLY FOR A PORTION OF THE PROPERTY, THE APPROVAL OF THE PRELIMINARY SITE PLAN FOR THE REMAINING PROPERTY SHALL BE NULL AND VOID.
 - OPEN SPACE REQUIREMENTS SHALL FOLLOW THE ZONING ORDINANCE, PER TRACT. OPEN SPACE SHALL NOT INCLUDE VEHICULAR PAVING, REQUIRED PARKING LOT LANDSCAPE ISLANDS, BUILDING FOOTPRINT, UTILITY YARDS, REQUIRED LANDSCAPE SETBACKS, SIDEWALKS, AND DETENTION POND.

- NOTES**
- ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
 - ALL CURB RADI ARE 2' UNLESS DIMENSIONED OTHERWISE.
 - PAVEMENT SECTIONS SHOWN FOR REFERENCE ONLY. SEE GEOTECH FOR DETAILS.
 - CONTRACTOR TO ADJUST EXISTING SANITARY SEWER MANHOLES, ELECTRICAL MANHOLES, FIRE HYDRANTS, VALVE BOXES, WATER METERS, ETC. TO MATCH PROPOSED FINISHED GRADES IF NECESSARY.
 - APPLICANT SHALL COMPLY WITH CITY ORDINANCE, CHAPTER 6, HEALTH AND ENVIRONMENT, ARTICLE II, SOLID WASTE, SECT 6-51 TO 6-50.
 - APPLICANT SHALL COMPLY WITH ALL IRRIGATION REGULATIONS IN V.T.C.A. ADMINISTRATIVE CODE TITLE 30, CHAPTER 344 RULES ESTABLISHED BY THE STATE OF TEXAS, AND REQUIREMENTS FOR IRRIGATION DESIGN AND WATER CONSERVATION SET IN THE ALLEN LAND DEVELOPMENT CODE SECTION 7.05.6, AND THE CITY OF ALLEN WATER CONSERVATION AND DROUGHT CONTINGENCY AND EMERGENCY RESPONSE PLAN.
 - PROPOSED BUILDING SHALL COMPLY WITH THE ZONING ORDINANCE REQUIREMENTS FOR PROJECTIONS AND RECESSES; FINAL LAYOUT OF BUILDING SHOWING COMPLIANCE WILL BE SUBMITTED WITH SITE PLAN(S).

TOWN OF PROSPER CASE NO. DEVAPP-25-0014

PRELIMINARY SITE PLAN
VICTORY AT FRONTIER
LOT 1, 3, 4, 5, 7, 8, & 9, BLOCK A
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
SUBMITTED JUNE 05, 2025

OWNER:
VICTORY AT FRONTIER LLC, ROC-A-FELLA LLC, & LUCKY 7 RETAIL LLC
2911 TURTLE CREEK BLVD, SUITE 700
DALLAS, TX 75219
PH. (972) 707-9555
CONTACT: TONY RAMJI

DEVELOPER:
LIFE TIME
2099 CORPORATE PLACE
CHANHASSEN, MN 55317
PH. (952) 401-2405
CONTACT: NATALIE NYE

ENGINEER / SURVEYOR / APPLICANT:
KIMLEY-HORN & ASSOCIATES, INC.
13455 NOEL ROAD
TWO GALLERIA OFFICE TOWER,
SUITE 700
DALLAS, TEXAS 75240
PH. (972) 770-1300
CONTACT: NEDA HOSSEINY, P.E.

Item 19.

DATE

REVISIONS

No.

Kimley»Horn

13455 NOEL ROAD, TWO GALLERIA OFFICE TOWER
SUITE 700, DALLAS, TX 75240
PHONE: 972-770-1300 FAX: 972-239-3820
WWW.KIMLEY-HORN.COM TX F-928
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PRELIMINARY

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CONSTRUCTION OR PERMIT
PURPOSES.

Kimley»Horn

Engineer NEDA M. HOSSEINY
P.E. No. 126707
Date 06/05/2025

KHA PROJECT
064460922

DATE
JUNE 2025

SCALE
AS SHOWN

DESIGNED BY
PRS

DRAWN BY
PRS

CHECKED BY
NMH

LIFETIME

HEALTHY WAY OF LIFE

PRELIMINARY SITE
PLAN

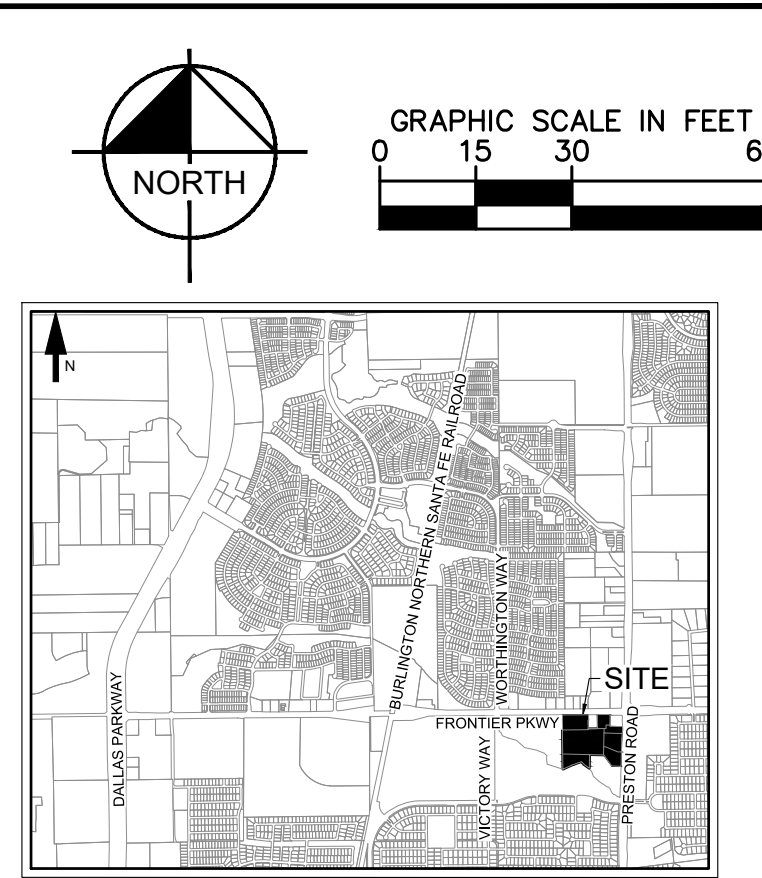
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SHEET NUMBER
C-102

PROSPER

Plotted By: Schwartz, Payton Date: June 05, 2025 02:57:40pm File Path: K:\DAL_Civil\064460922-1T Prosper\Code\PlanSheets\ Preliminary Site Plan\ PRELIMINARY SITE PLAN.dwg
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Page 272



	PROPERTY LINE
	SETBACK LINE
	PROPOSED EASEMENT
	EXISTING EASEMENT
	PROPOSED FIRE LANE, ACCESS, DRAINAGE, AND UTILITY EASEMENT
	EXISTING FIRE LANE, ACCESS, DRAINAGE, AND UTILITY EASEMENT
	EXISTING CONTOUR
	PROPOSED FIRE HYDRANT (FH)
	PROPOSED FIRE DEPARTMENT CONNECTION (FDC)
	BARRIER FREE RAMP (BFR)
F.A.D.U.E.	FIRELANE, ACCESS, DRAINAGE, AND UTILITY EASEMENT
	NUMBER OF PARKING SPACES PER ROW
	EXISTING POWER POLE
	EXISTING FIRE HYDRANT
	EXISTING SANITARY SEWER MANHOLE
	EXISTING STORM MANHOLE
	EXISTING SIGN
	PROPOSED BUILDING
	EXISTING BUILDING

- ## TOWN OF PROSPER SITE PLAN NOTES
1. ALL DEVELOPMENT STANDARDS SHALL FOLLOW TOWN STANDARDS.
 2. LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY THE TOWN OF PROSPER.
 3. ALL DEVELOPMENT STANDARDS SHALL FOLLOW FIRE REQUIREMENTS PER THE TOWN OF PROSPER.
 4. ALL PARKING AREAS AND BUILDING ACCESSIBILITY SHALL CONFORM TO THE AMERICANS WITH DISABILITIES ACT (ADA) AND WITH THE REQUIREMENTS OF THE CURRENT, ADOPTED BUILDING CODE.
 5. ALL SIGNAGE IS SUBJECT TO BUILDING DEPARTMENT REVIEW AND APPROVAL.
 6. IMPACT FEES WILL BE ASSESSED IN ACCORDANCE WITH THE LAND USE CLASSIFICATIONS IDENTIFIED ON THE SITE DATA SUMMARY TABLE. HOWEVER, IMPACT FEES WILL NOT BE APPLIED TO ANY LOT OR LOT AREA THAT FINISH-OUT PERMIT MAY RESULT IN ADDITIONAL IMPACT FEES AND/OR PARKING REQUIREMENTS.
 7. THE APPROVAL OF A PRELIMINARY SITE PLAN SHALL BE EFFECTIVE FOR A PERIOD OF TWO (2) YEARS FROM THE DATE THAT THE PRELIMINARY SITE PLAN IS APPROVED BY THE PLANNING & ZONING COMMISSION. AT THE END OF WHICH TIME THE APPLICANT SHALL REAPPLY FOR THE FINAL APPROVAL OF A SITE PLAN BY THE PLANNING & ZONING COMMISSION. IF A SITE PLAN IS NOT APPROVED WITHIN SUCH TWO (2) YEAR PERIOD, THE PRELIMINARY SITE PLAN SHALL BE NULL AND VOID. THE APPLICANT SHALL REAPPLY FOR THE APPROVAL OF THE PROPERTY, THE APPROVAL OF THE PRELIMINARY SITE PLAN FOR THE PROPERTY SHALL BE NULL AND VOID.
 8. OPEN SPACE REQUIREMENTS SHALL BE IN ACCORDANCE WITH ZONING ORDINANCE, PER TRACT. OPEN SPACE SHALL NOT INCLUDE VEHICULAR PAVING, REQUIRED PARKING LOT LANDSCAPE ISLANDS, BUILDING FOOTPRINT, UTILITY YARDS, REQUIRED LANDSCAPE SETBACKS, SIDEWALKS, AND DETENTION POND.

- ### NOTES
1. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
 2. ALL CURB RADI ARE 2' UNLESS DIMENSIONED OTHERWISE.
 3. PAVEMENT SECTIONS SHOWN FOR REFERENCE ONLY. SEE GEOTECH FOR DETAILS.
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 5. APPLICANT SHALL COMPLY WITH THE TEXAS WATER CHAPTER 6, HEALTH AND ENVIRONMENT, ARTICLE III, SOLID WASTE; SECT 6-51 TO 6-80.
 6. APPLICANT SHALL COMPLY WITH ALL IRRIGATION REGULATIONS IN V.T.C.A., CHAPTER 161, SUBCHAPTER C, ARTICLES 161.001 THROUGH 161.011, AS ENACTED BY THE STATE OF TEXAS, AND REQUIREMENTS FOR IRRIGATION DESIGN AND WATER CONSERVATION SET IN THE ALLEN LAND DEVELOPMENT CODE SECTION 705.6, SUBSECTION 705.6.01, OF THE ALLEN LAND DEVELOPMENT CODE, AND DROUGHT CONTINGENCY AND EMERGENCY RESPONSE PLAN.
 7. PROPOSED BUILDING SHALL COMPLY WITH THE ZONING ORDINANCE AND REQUIREMENTS FOR PROJECTIONS, ENCLOSURES, FINAL LAYOUT OF BUILDING SHOWING COMPLIANCE WILL BE SUBMITTED WITH SITE PLAN(S).

TOWN OF PROSPER CASE NO. DEVAPP-25-0014

PRELIMINARY SITE PLAN
VICTORY AT FRONTIER
LOT 1, 3, 4, 5, 7, 8, & 9, BLOCK A
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
SUBMITTED JUNE 05, 2025

WNER:
FACTORY AT FRONTIER LLC, ROC-A-FELLA LLC, & LUCKY 7 RETAIL I
111 TURTLE CREEK BLVD, SUITE 700
ALLAS, TX 75219
H. (972) 707-9555
CONTACT: TONY RAMJI

DEVELOPER:
11111 FRONTIER CORPORATE PLACE
HANNASSEN, MN 55317
H. (952) 401-2405
CONTACT: NATALIE NYE

ENGINEER / SURVEYOR / APPLICANT:
KIMLEY-HORN & ASSOCIATES, INC.
13455 NOEL ROAD
TWO GALLERIA OFFICE TOWER,
SUITE 700
DALLAS, TEXAS 75240
PH (972) 770-1300
CONTACT: NEDA HOSSEINY, P.E.

Kimley»Horn

1345 NOEL ROAD, TWO GALLERIA OFFICE TOWER
SUITE 700, DALLAS, TX 75240
PHONE: 972.400.1000 FAX: 972.259-5820
WWW.KIMLEY-HORN.COM
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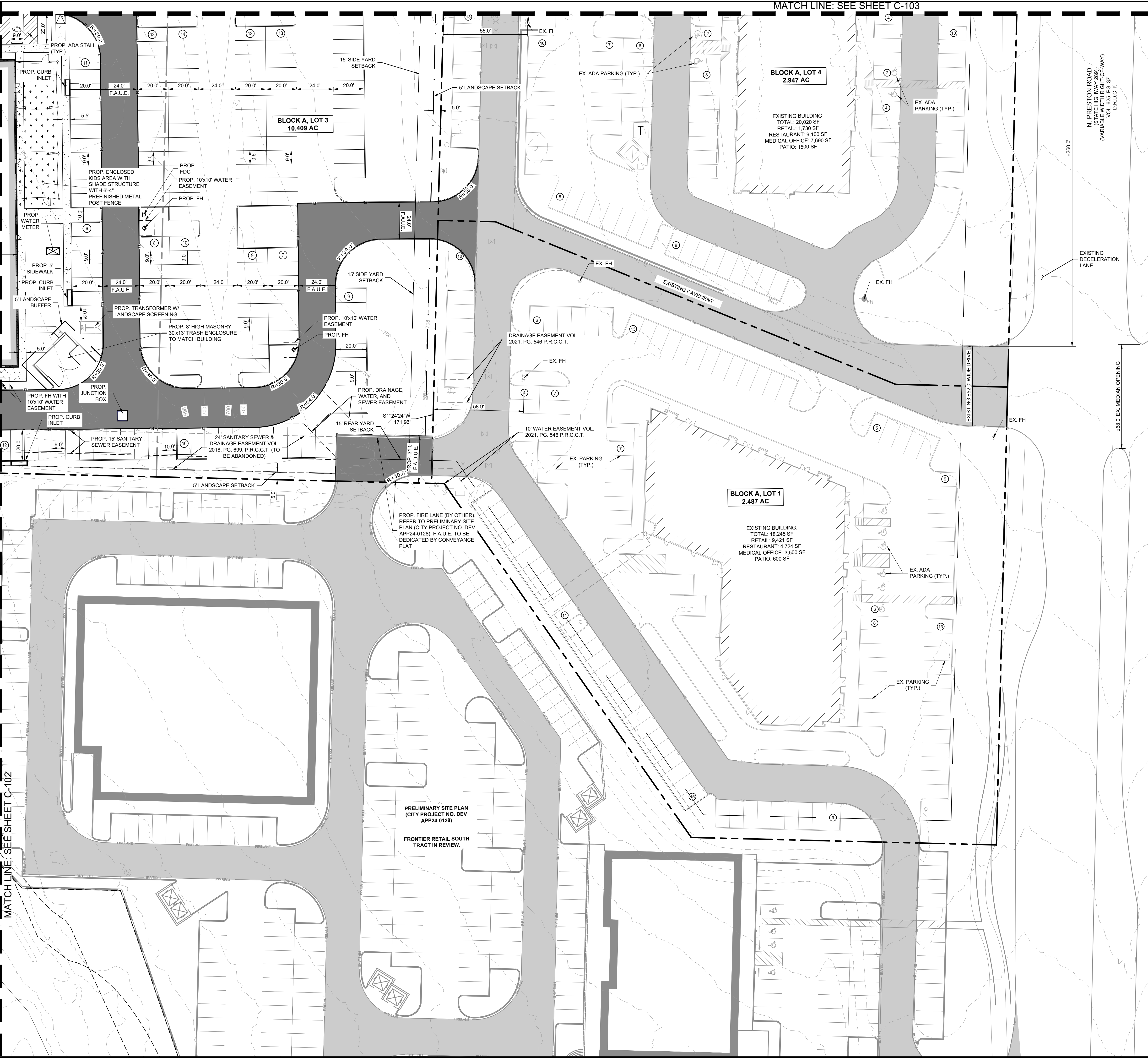
KHA PROJECT 064480922	DATE JUNE 2025	SCALE AS SHOWN	DESIGNED BY PRS	DRAWN BY PRS	CHECKED BY NIMH
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LIFETIME
HEALTHY WAY OF LIFE

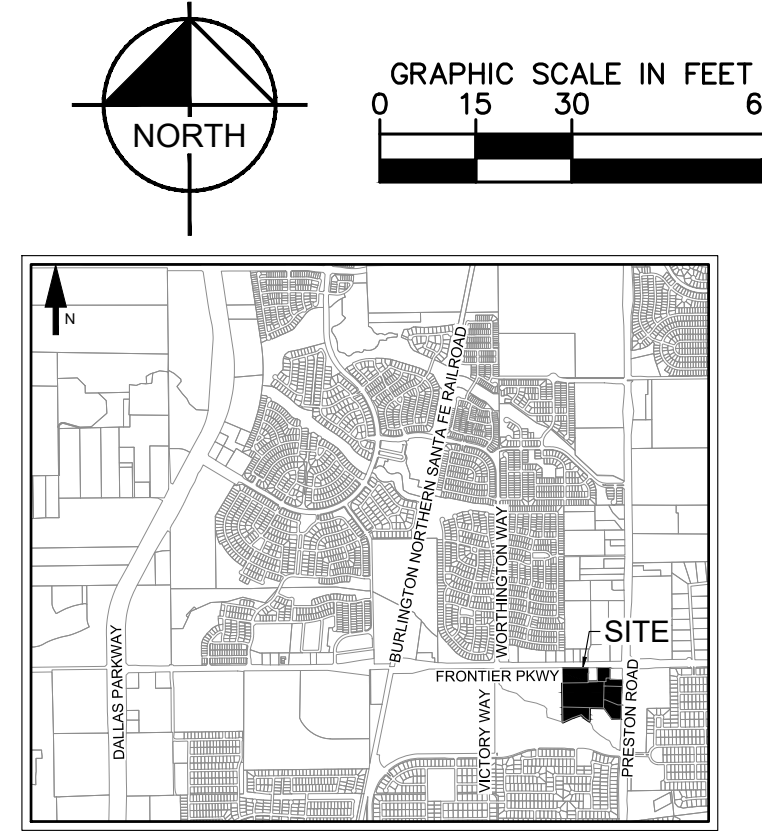
PRELIMINARY SITE PLAN

Plotted By: Schwartz, Payton Date: June 05, 2025 02:57:52pm File Path: K:\DAL_Civil\064460922-1T Prosper\Code\PlanSheets\ Preliminary Site Plan\ Preliminary Site Plan.dwg

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MATCH LINE: SEE SHEET C-103



LEGEND	
---	PROPERTY LINE
- - -	SETBACK LINE
- - -	PROPOSED EASEMENT
---	EXISTING EASEMENT
---	PROPOSED FIRE LANE, ACCESS, DRAINAGE, AND UTILITY EASEMENT
---	EXISTING FIRE LANE, ACCESS, DRAINAGE AND UTILITY EASEMENT
---	EXISTING CONTOUR
+	PROPOSED FIRE HYDRANT (FH)
+	PROPOSED FIRE DEPARTMENT CONNECTION (FDC)
+	BARRIER FREE RAMP (BFR)
F.A.D.U.E.	FIRELANE, ACCESS, DRAINAGE, AND UTILITY EASEMENT
10	NUMBER OF PARKING SPACES PER ROW
+	EXISTING POWER POLE
+	EXISTING FIRE HYDRANT
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 - APPLICANT SHALL COMPLY WITH ALL IRRIGATION REGULATIONS IN V.T.C.A. ADMINISTRATIVE CODE TITLE 30, CHAPTER 344 RULES ESTABLISHED BY THE STATE OF TEXAS; AND REQUIREMENTS FOR IRRIGATION DESIGN AND WATER CONSERVATION SET IN THE ALLEN LAND DEVELOPMENT CODE SECTION 7.05.6, AND THE CITY OF ALLEN WATER CONSERVATION AND DROUGHT CONTINGENCY AND EMERGENCY RESPONSE PLAN.
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TOWN OF PROSPER CASE NO. DEVAPP-25-0014

PRELIMINARY SITE PLAN
VICTORY AT FRONTIER
LOT 1, 3, 4, 5, 7, 8, & 9, BLOCK A
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
SUBMITTED JUNE 05, 2025

OWNER:
VICTORY AT FRONTIER LLC, ROC-A-FELLA LLC, & LUCKY 7 RETAIL LLC
2911 TURTLE CREEK BLVD, SUITE 700
DALLAS, TX 75219
PH. (972) 707-9555
CONTACT: TONY RAMJI

DEVELOPER:
LIFE TIME
2099 CORPORATE PLACE
CHANHASSEN, MN 55317
PH. (952) 401-2405
CONTACT: NATALIE NYE

ENGINEER / SURVEYOR / APPLICANT:
KIMLEY-HORN & ASSOCIATES, INC.
13455 NOEL ROAD
TWO GALLERIA OFFICE TOWER,
SUITE 700
DALLAS, TEXAS 75240
PH. (972) 770-1300
CONTACT: NEDA HOSSEINY, P.E.

Item 19.

DATE

REVISIONS

No.

DATE

No.

Kimley»Horn

13455 NOEL ROAD, TWO GALLERIA OFFICE TOWER
SUITE 700, DALLAS, TX 75240
PHONE: 972-770-1300 FAX: 972-239-9820
WWW.KIMLEY-HORN.COM TX F-928
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PRELIMINARY

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CONSTRUCTION OR PERMIT
PURPOSES.

Kimley»Horn

Engineer NEDA M. HOSSEINY
P.E. No. 126707
Date 06/05/2025

KHA PROJECT
064460922

DATE
JUNE 2025

SCALE
AS SHOWN

DESIGNED BY
PRS

DRAWN BY
PRS

CHECKED BY
NMH

LIFETIME

HEALTHY WAY OF LIFE

TEXAS

PROSPER

PRELIMINARY SITE
PLAN

SHEET NUMBER
C-104

Page 274



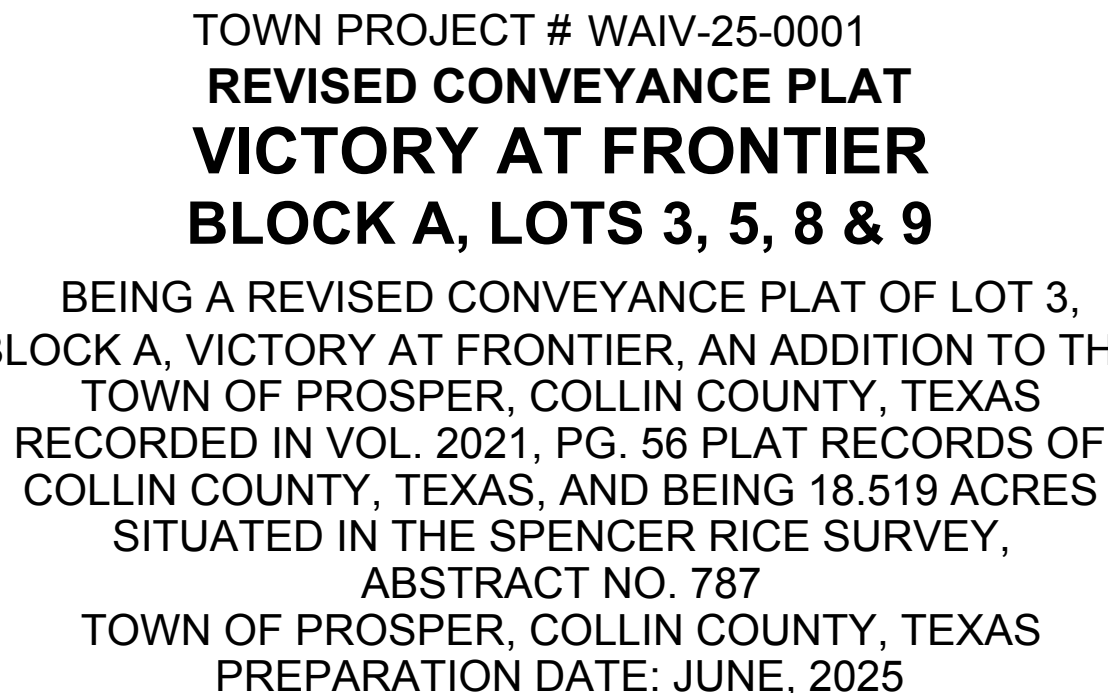
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OWNER: Roc-A-Fella, Inc. 117 W Frontier Parkway Prosper, Texas 75078 Contact: Tony Ramji Ph. (469) 213-7833 jesus@vg-re.com	OWNER: Lucky 7 Retail LLC 2911 Turtle Creek Blvd. Suite 700 Dallas, Texas 75219 Contact: Tony Ramji Ph. (469) 213-7833 jesus@vg-re.com	OWNER: Victory at Frontier LLC 211 W Frontier Parkway Prosper, Texas 75078 Contact: Tony Ramji Ph. (469) 213-7833 jesus@vg-re.com	APPLICANT / ENGINEER: Kimley-Horn and Associates, Inc. 13455 Noel Road Two Galleria Office Tower, Suite #700, Dallas, Texas 75240 Contact: Neda Hosseiny Ph. (972) 770-1300 neda.hosseiny@kimley-horn.com
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SURVEYOR:
Kimley-Horn and Associates, Inc.
801 Cherry Street, Unit 11, #1300
Fort Worth, Texas 76102
Contact: David J. De Weirdt
Ph. (817) 335-6511
david.deweirdt@kimley-horn.com

<u>Scale</u>	<u>Drawn by</u>	<u>Checked by</u>	<u>Date</u>	<u>Project No.</u>	<u>Sheet No.</u>
1" = 50'	JJW	DJD	June 2025	064460922	1 OF 3

<u>Scale</u> 1" = 50'	<u>Drawn by</u> JJW	<u>Checked by</u> DJD	<u>Date</u> June 2025	<u>Project No.</u> 064460922	<u>Sheet No.</u> 1 OF 3
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801 Cherry Street, Unit 11, # 1300 Tel. No. (817) 335-6511
 Fort Worth, Texas 76102 FIRM # 10194040 www.kimley-horn.com

<u>Scale</u>	<u>Drawn by</u>	<u>Checked by</u>	<u>Date</u>	<u>Project No.</u>	<u>Sheet No.</u>
1" = 50'	JJW	DJD	June 2025	064460922	2 OF 3

1. All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone, (4202), North American Datum of 1983.
2. Notice: A conveyance plat is a record of property approved by the Town of Prosper, Texas, for the purpose of sale or conveyance in its entirety or interest therein defined. No building permit shall be issued nor permanent public utility service provided until a Final Plat is approved and public improvements approved in accordance with the provisions of the Subdivision Ordinance of the Town of Prosper.
3. The purpose of this plat is to create 4 lots from 1 platted lot.
4. The coordinates shown hereon are Texas State Plane Coordinate System, North Central Zone, North American Datum of 1983 (2011) on grid coordinate values, no scale and no projection.

SURVEYOR:
Kimley-Horn and Associates, Inc.
801 Cherry Street, Unit 11, #1300
Fort Worth, Texas 76102
Contact: David J. De Weirdt
Ph. (817) 335-6511
david.deweirdt@kimley-horn.com

WHEREAS VICTORY AT FRONTIER LLC, ROC-A-FELLA, INC., and LUCKY 7 RETAIL, LLC, are the owners of a tract of land situated in the Spencer Rice Survey, Abstract No. 787, Collin County, Texas, and being a portion of Lot 3, Block A of Victory at Frontier, an addition to the Town of Prosper according to the plat thereof recorded in Volume 2021, Page 56, Plat Records, Collin County, Texas, and being a portion of a called 29.090 acre tract of land as described in the Special Warranty Deed to Victory Frontier, LLC, recorded in Instrument No. 20161122001590950, Official Public Records, Collin County, Texas, a portion of a called 5.448 acre tract of land described in the Special Warranty Deed to Roc-A-Fella, Inc., recorded in Instrument No. 2023000003247, as corrected in Instrument No. 2024000022433, Official Public Records, Collin County, Texas, all of a called 2.350 acre tract of land described in the Special Warranty Deed to Roc-A-Fella, Inc., recorded in Instrument No. 2024000047782, Official Public Records, Collin County, Texas, and all of that called 1.198 acre tract of land described as "Tract 3" in the Special Warranty Deed to Lucky 7 Retail LLC, recorded in Instrument No. 20201030001904260, Official Public Records, Collin County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2-inch iron rod found (disturbed) for the northwest corner of said Lot 3, Block A and being in the east line of a called 37.632 acre tract of land described in the Special Warranty Deed with Vendor's Lien to Frisco Tollway Partners, LTD., recorded in Volume 5622, Page 3883, Deed Records, Collin County, Texas, and being the south right-of-way line of West Frontier Parkway (a variable width public right-of-way);

THENCE South 00°34'18" East with the east line of said 37.632 acre tract, a distance of 5.21 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for the northwest corner of said 5.448 acre tract;

THENCE North 89°25'42" East with said south right-of-way line, a distance of 548.94 feet to an "X" cut found for the northwest corner of Lot 6, Block A of Victory at Frontier, an addition to the Town of Prosper, according to the plat thereof recorded in Volume 2025, Page 81, Plat Records, Collin County, Texas;

THENCE with the west line of said Lot 6, Block A, the following courses and distances:

South 00°39'27" East, a distance of 112.06 feet to an "X" cut found for corner;
South 89°20'55" West, a distance of 10.97 feet to an "X" cut found for corner;
South 00°39'05" East, a distance of 179.06 feet to a an "X" cut found for the southwest corner of said Lot 6, Block A;

THENCE North 89°48'45" East with the south line of said Lot 6, Block A, a distance of 194.59 feet to a 1/2-inch iron rod with plastic cap stamped "BARTON CHAPA " found for the southeast corner of said Lot 6, Block A, same being the southwest corner of Lot 7, Block A of Victory at Frontier, an addition to the Town of Prosper, according to the plat thereof recorded in Volume 2024, Page 1125, Plat Records, Collin County, Texas;

THENCE with the common line of said Lot 7, Block A and said 2.350 acre tract, the following courses and distances:

North 89°48'44" East, a distance of 114.33 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;
North 89°25'42" East, a distance of 63.04 feet to an "X" cut found for the northeast corner of said 2.350 acres and being in the west line of said "Tract 3";

THENCE with the common line of said Lot 7, Block A, and said "Tract 3", the following courses and distances:

North 01°24'24" East, a distance of 73.39 to an "X" cut set for corner
North 89°26'11" East, a distance of 83.18 to an "X" cut found for the most easterly southeast corner of Lot 7, Block A, and being in the west line of Lot 2, Block A of Victory at Frontier, an addition to the Town of Prosper according to the plat thereof recorded in Volume 2021, Page 74, Plat Records, Collin County, Texas;

THENCE with the common line of said Lot 2, Block A, and said "Tract 3", the following courses and distances:

South 00°15'13" West, a distance of 26.30 feet to a 1/2-inch iron rod found for the southwest corner of said Lot 2, Block A;
South 88°35'36" East, a distance of 263.84 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for the southeast corner of said Lot 2, Block A, and being in the west right-of-way line of N. Preston Road (State Highway 289, a variable width right-of-way).

THENCE with the west right-of-way line of said N. Preston Road, the following courses and distances:

South 01°24'24" West, a distance of 76.26 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;
South 04°16'09" West, a distance of 68.37 feet to a 5/8-inch iron rod found for the northeast corner of Lot 4, Block A of Victory at Frontier, an addition to the Town of Prosper, according to the plat thereof recorded in Volume 2023, Page 146, Plat Records, Collin County, Texas;

THENCE with the north line of said Lot 4, Block A, North 88°35'37" West, a distance of 381.11 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for the northwest corner of said Lot 4, Block A, and being in the east line of said 2.350 acre tract;

THENCE South 01°30'06" West with the common line of said Lot 4, Block A, and said 2.350 acre tract, a distance of 286.78 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for the southwest corner of said Lot 4, Block A, and being the northwest corner of Lot 1, Block A of Victory at Frontier, an addition to the Town of Prosper, according to the plat thereof recorded in Volume 2021, Page 546, Plat Records, Collin County, Texas;

THENCE South 01°24'24" West with the common line of said Lot 1, Block A, and said 2.350 acre tract, a distance of 171.93 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for a southeast corner of said Lot 3, Block A, the southeast corner said 2.350 acre tract, the southwest corner of said Lot 1, Block A, and being in the north line of a called 7.930 acre tract of land described in the Special Warranty Deed with Vendor's Lien, to Victory At Frontier South, LLC., recorded in Instrument No. 20180824001065580, Official Public Records, Collin County, Texas;

THENCE North 88°38'52" West with the common line of said Lot 3, Block A and said 7.930 acre tract, passing at a distance of 179.96 feet, the southwest corner of said 2.350 acre tract, continuing in all a distance of 289.71 feet to a 1/2-inch iron rod found for the northwest corner of said 7.930 acre tract;

THENCE continuing with the common line of said Lot 3, Block A, and said 7.930 acre tract, South 01°21'12" West, passing at a distance of 150.00 feet, a 5/8-inch iron rod with red plastic cap stamped "KHA" set for reference, continuing in all a distance of 284.90 feet to a point for corner in the north line of Lot 1, Block A, of Prosper United Methodist Church, an addition to the Town of Prosper, according to the plat thereof recorded in Volume 2022, Page 562, Plat Records, Collin County Texas;

THENCE with the common line of said Lot 3, Block A and said Lot 1, Block A, the following courses and distances:

North 54°09'37" West, a distance of 107.29 feet to a point for corner;
North 46°04'15" West, a distance of 109.43 feet to a point for corner;
South 70°07'38" West, a distance of 201.06 feet to a point for corner;
South 65°52'16" West, a distance of 218.72 feet to a point for the southwest corner of said Lot 3, Block A, and being the southeast corner of the aforementioned 37.632 acre tract;

THENCE North 00°34'18" West with the common line of said Lot 3, Block A and said 37.632 acre tract, passing at a distance of 137.18 feet, a 5/8-inch iron rod with red plastic cap stamped "KHA" set for reference, passing at a distance of 838.39 feet, a 1/2-inch iron rod with plastic cap stamped "BARTON CHAPA" found for the northwest corner of the aforementioned 29.090 acre tract and the southwest corner of the aforementioned 5.448 acre tract, continuing along the common line of said Lot 3, Block A and said 37.632 acre tract, in all a distance of 1,133.39 feet to the POINT OF BEGINNING and containing a computed area of 806,677 square feet or 18.519 acres of land.

OWNERS CERTIFICATE

STATE OF TEXAS §
COUNTY OF COLLIN §

NOW, THEREFORE, KNOWN ALL MEN BY THESE PRESENTS:

THAT, VICTORY AT FRONTIER, LLC, ROC-A-FELLA, INC., and LUCKY 7 RETAIL, LCC, acting herein by and through its duly authorized officers, does hereby certify and adopt this plat designating the herein above described property as VICTORY AT FRONTIER, BLOCK A, LOTS 3, 5, 8 & 9, as addition to the Town of Prosper, and does hereby dedicate to the public use forever, the streets and alleys shown thereon. The VICTORY AT FRONTIER, LLC, ROC-A-FELLA, INC., and LUCKY 7 RETAIL, LLC, do hereby certify the following:

- The streets and alleys are dedicated for street and alley purposes.
- All public improvements and dedications shall be free and clear of all debt, liens, and/or encumbrances.
- The easements and public use areas, as shown are dedicated for the public use forever for the purposes indicated on this plat.
- No building, fences, trees, shrubs, or other improvements or growth shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements if approved by the Town of Prosper.
- The Town of Prosper is not responsible for replacing any improvements in, under, or over any easements caused by maintenance or repair.
- Utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by the public utilities being subordinate to the public's and Town of Prosper's use thereof.
- The Town of Prosper and public utilities shall have the right to remove and keep removed all or part of any building, fences, trees, shrubs, or other improvements or growths which may in any was endanger or interfere with the construction, maintenance, or efficiency of their respective systems in the easements.
- The Town of Prosper and public utilities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone.
- All modifications to this document shall be by means of plat and approved by the Town of Prosper.
- For lots adjacent to a Floodplain Only:

- 100 Year Floodplain Easement Restriction: Construction within the floodplain may not occur until approved by the Town. (A request for construction within the floodplain easement must be accompanied with detailed engineering plans and studies indicating that no flooding will result, that no obstruction to the natural flow of water will result; and subject to all owners or the property affected by such construction becoming a party to the request.) Where construction is approved, all finished floor elevations shall be a minimum of one (1) foot above the 100-year flood elevation as determined by analyzing the ultimate build-out conditions of the entire drainage basin. Existing creeks, lakes, reservoirs, or drainage channels traversing along or across portions of this addition, will remain as an open channel at all times and will be maintained by the individual owners of the lot or lots that are traversed by the drainage courses along or across said lots. The Town will not be responsible for the maintenance and operation of said drainage ways or for the control of erosion. Each property owner shall keep the natural drainage channels traversing his/her property clean and free of debris, silt, or any substance that would result in unsanitary conditions. The Town shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the property owner to alleviate any undesirable conditions, which may occur. The Town is not obligated to maintain or assistance with maintenance of the area. The natural drainage channel, as in the case of all natural drainage channels, are subject to storm water overflow and natural bank erosion. The Town shall not be liable for damages of any nature resulting from the occurrence of these natural phenomena, nor resulting from a failure of any structure(s) within the natural drainage channels. The natural drainage channel crossing each lot is shown by the Floodway easement line as shown on the plat. If a Subdivision alters the horizontal or vertical floodplain, a FEMA Floodway map revision may be required.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the Town of Prosper, Texas.

WITNESS, my hand, this ____ day of _____, 2025

VICTORY AT FRONTIER, LLC

BY: _____

Authorized Signature

Printer Name and Title

STATE OF §
COUNTY OF §

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this personally appeared _____ known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2025

Notary Public, State of Texas

ROC-A-FELLA, INC.

BY: _____

Authorized Signature

Printer Name and Title

STATE OF §
COUNTY OF §

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this personally appeared _____ known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2025

Notary Public, State of Texas

LUCKY 7 RETAIL, LLC

BY: _____

Authorized Signature

Printer Name and Title

STATE OF §
COUNTY OF §

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this personally appeared _____ known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2025

Notary Public, State of Texas

DRAINAGE AND DETENTION EASEMENT

This plat is hereby adopted by the Owners and approved by the Town of Prosper (Called "Town") subject to the following conditions which shall be binding upon the Owners, their heirs, grantees, successors and assigns:The Portion of Block A , as shown on the plat is called "Drainage and Detention Easement". The Drainage and Detention Easement within the limits of this addition, will remain accessible at all times and will be maintained in a safe and sanitary condition by the owners of the lot or lots that are traversed by or adjacent to the Drainage and Detention Easement. The Town will not be responsible for the maintenance and operation of said Easement or for any damage to private property or person that results from conditions in the Easement, or for the control of erosion. No construction of any type of building, fence or any other structure within the Drainage and Detention Easement, as herein above defined shall be permitted, unless approved by the Town Engineer. Provided, however, it is understood that in the event it becomes necessary for the Town to erect or consider erecting any type if drainage structure in order to improve the storm drainage that may be occasions by drainage in or adjacent to the subdivision, then in such event, the Town shall have the right to enter upon the Drainage and Detention Easement at any point, or points, to investigate, survey or to erect, construct and maintain any drainage facility deemed necessary for drainage purposes. Each property owner shall jeep the Drainage and Detention Easement clean and free of debris, silt, and any substance which would result in unsanitary conditions or obstruct the flow of water, and the Town shall have the right or ingress and egress for the purpose of inspection and supervision of maintenance work by the property owner to alleviate any undesirable conditions which may occur. The Town shall not be held liable for any damages of any nature resulting from the failure of any structure of structures, within the Easement.

ACCESS EASEMENT

The undersigned covenants and agrees that the access easement(s) may be utilized by any person of the general public for ingress and egress to other real property, and for the purpose of general public vehicular use and access, and for the Fire Department, Police, and emergency use in along, upon, and across said premises, with the right and privilege at all time of the Town of Prosper, its agents, employees, workmen and representatives having ingress, egress, and regress in, along, upon, and across said premises.

FIRE LANE EASEMENT

The undersigned covenants and agrees that he (they) shall construct upon the fire lane easements, as dedicated and shown hereon, a hard surface paved in accordance with Town standards and that he (they) shall maintain the same in a state of food repair at all times and keep the same free and clear of any structures, fenced trees, shrubs, or other improvements or obstruction, including but not limited to the parking, loading, or unloading of motor vehicles, trailers, boats, or other impediments to the access of fire apparatus. The maintenance of pavement in accordance to Town standards of the fire lane easements is the responsibility of the owner, and the owner shall post and maintain signage in accordance to Town standards in conspicuous places along the fire lanes, stating "Fire Lane, No Parking". The police or their duly authorized representative is hereby authorized to cause such fire lanes and utility easements to be maintained free and unobstructed at all times for fire department and emergency use.

SURVEYOR'S CERTIFICATE

KNOWN ALL MEN BY THESE PRESENTS: That I, David J. De Weirdt, do hereby certify that I prepared this plat and the field notes made a part thereof from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the Subdivision Regulation of the Town of Prosper, Texas. Dated this ____ day of _____, 2025

PRELIMINARY

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT
6/4/2025

David J. De Weirdt
Registered Professional Land Surveyor No. 5066
Kimley-Horn and Associates, Inc.
801 Cherry Street, Unit 11, #1300
Fort Worth, Texas 76102
(817) 335-6511
dave.deweirdt@kimley-horn.com

STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this personally appeared David J. De Weirdt known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2025

Notary Public, State of Texas

CERTIFICATE OF APPROVAL

Approved this ____ day of _____, 2025 by the Planning & Zoning Commission of the Town of Prosper, Texas.

Town of Secretary

Engineering Department

Development Services Department

TOWN PROJECT # WAIV-25-0001
REVISED CONVEYANCE PLAT
VICTORY AT FRONTIER
BLOCK A, LOTS 3, 5, 8 & 9
BEING A REVISED CONVEYANCE PLAT OF LOT 3, BLOCK A, VICTORY AT FRONTIER, AN ADDITION TO THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS RECORDED IN VOL. 2021, PG. 56 PLAT RECORDS OF COLLIN COUNTY, TEXAS, AND BEING 18.519 ACRES SITUATED IN THE SPENCER RICE SURVEY, ABSTRACT NO. 787
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
PREPARATION DATE: JUNE, 2025

Kimley»Horn

801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102
FIRM # 10194040
Tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	JJW	DJD	June 2025	064460922	3 OF 3

OWNER:
Roc-A-Fella, Inc.
211 W Frontier Parkway
Prosper, Texas 75078
Contact: Tony Ramji
Ph. (469) 213-7833
jesus@vg-re.com

OWNER:
Lucky 7 Retail LLC
2911 Turtle Creek Blvd.
Suite 700
Dallas, Texas 75219
Contact: Tony Ramji
Ph. (469) 213-7833
jesus@vg-re.com

OWNER:
Victory at Frontier LLC
211 W Frontier Parkway
Prosper, Texas 75078
Contact: Tony Ramji
Ph. (469) 213-7833
jesus@vg-re.com

APPLICANT / ENGINEER:
Kimley-Horn and Associates, Inc.
13455 Noel Road
Two Galleria Office Tower,
Suite #700, Dallas, Texas 75240
Contact: Neda Hosseiny
Ph. (972) 770-1300
neda.hosseiny@kimley-horn.com

SURVEYOR:
Kimley-Horn and Associates, Inc.
801 Cherry Street, Unit 11, #1300
Fort Worth, Texas 76102
Contact: David J. De Weirdt
Ph. (817) 335-6511
david.deweirdt@kimley-horn.com

Victory at Frontier Block A, Lots 3 & 9 (WAIV-25-0001)

Information

Purpose:

- Allow Lots 3 and 9 to have frontage onto a fire lane, access, utility, and drainage easement (F.A.U.D.E) instead of public right-of-way.

Subdivision Ordinance:

- Per Article 10.03, Section 137 (§ 10.03.137) of the Subdivision Ordinance, a waiver may be approved for lots in nonresidential developments that can not achieve access to a public street provided there is adequate access through public access easements from a public street.

Information Cont.

Criterion:

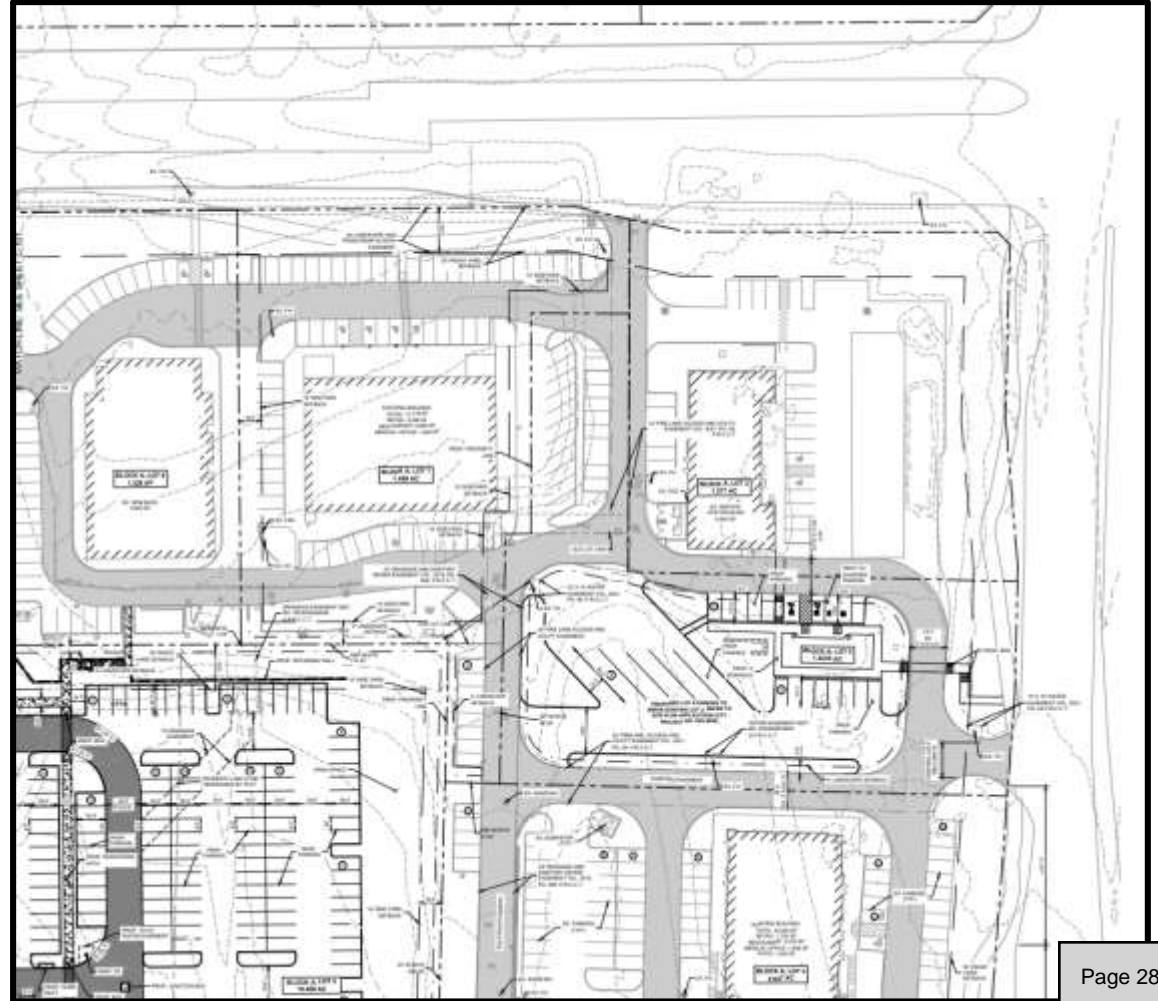
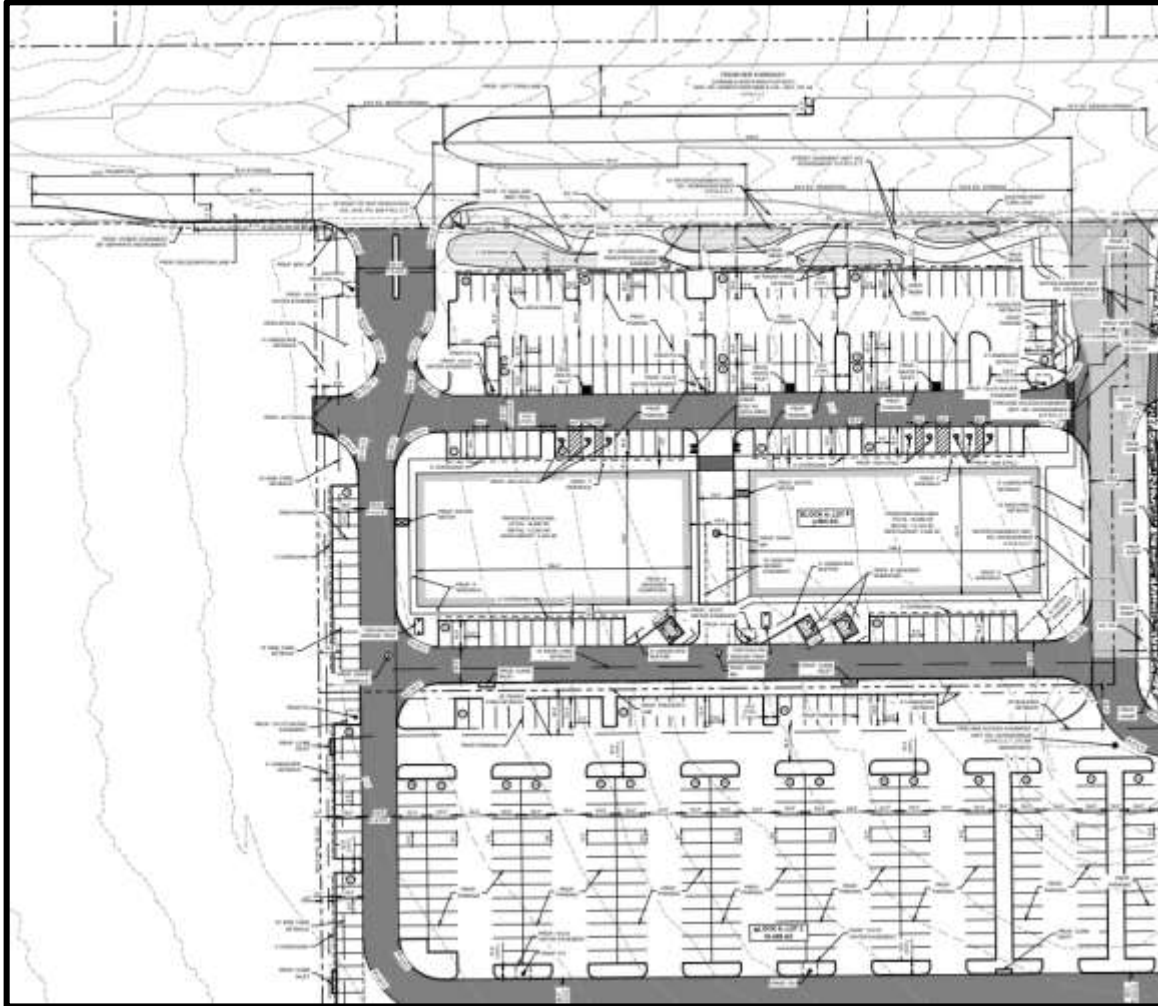
- The following criterion should be considered when evaluating a waiver request.
 - The nature of the proposed land use involved and existing uses of the land in the vicinity.
 - The number of persons who will reside or work in the proposed development.
 - The effect such subdivision waiver might have upon traffic conditions and upon the public health, safety, convenience, and welfare in the vicinity.

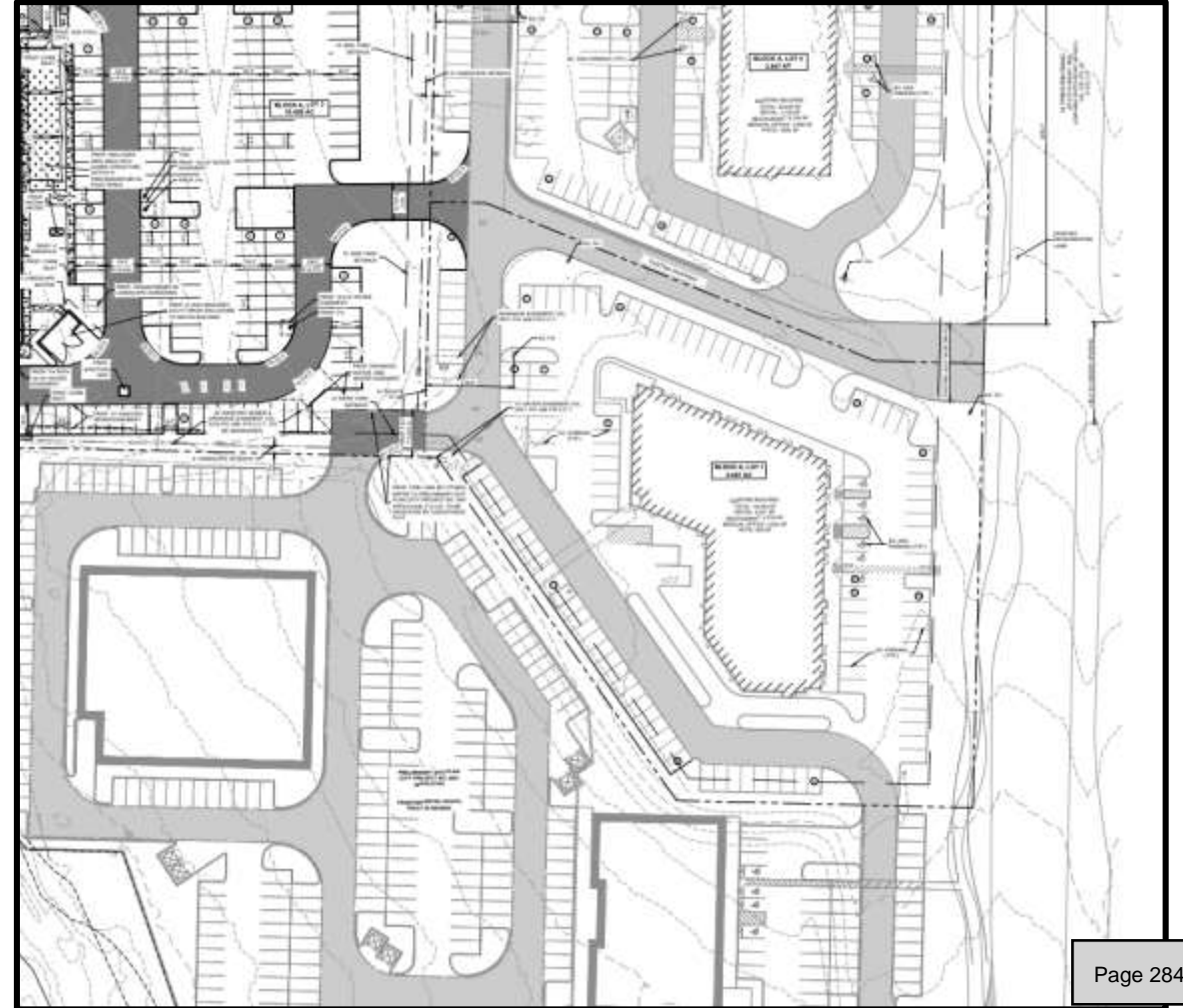
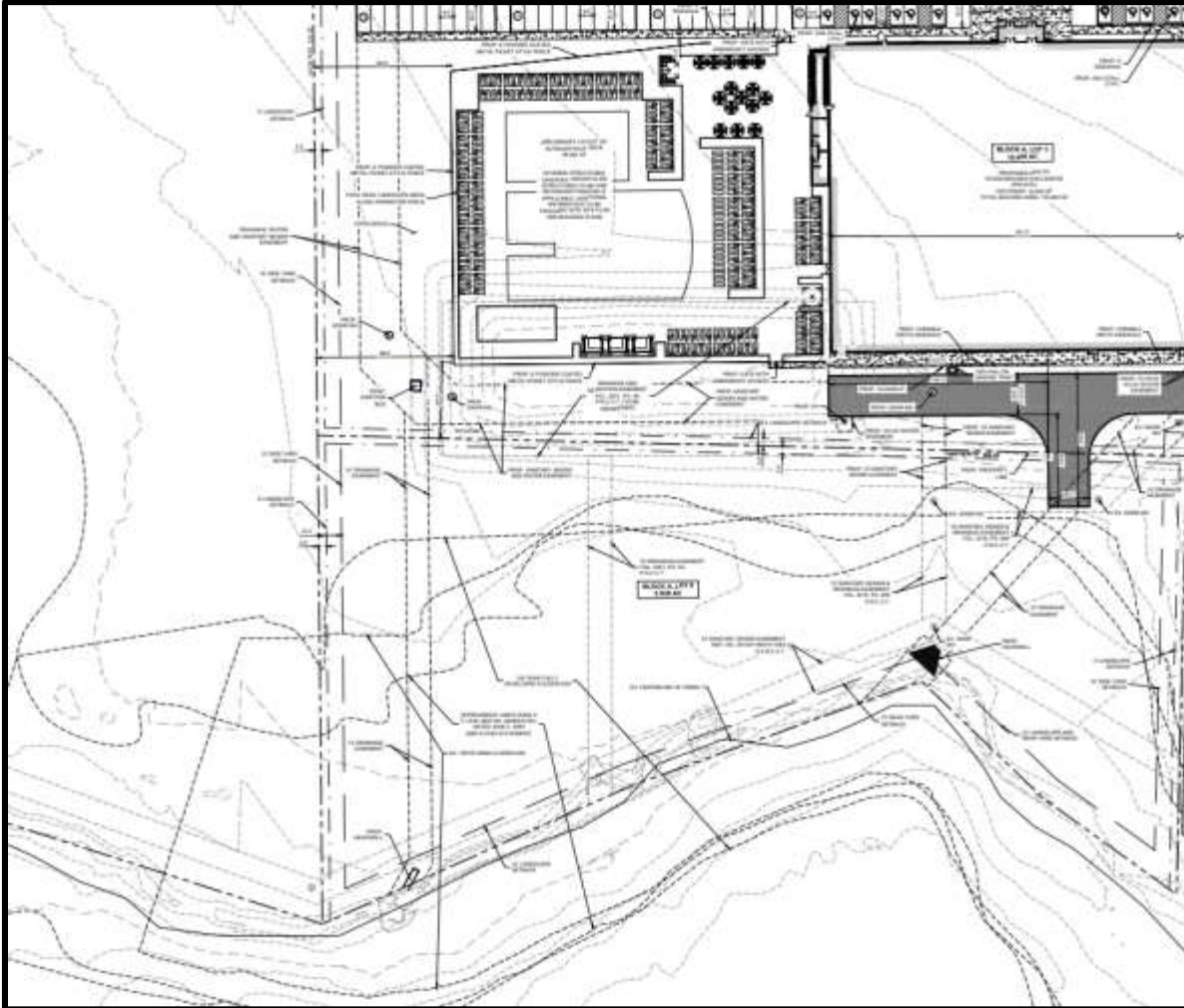
Information Cont.

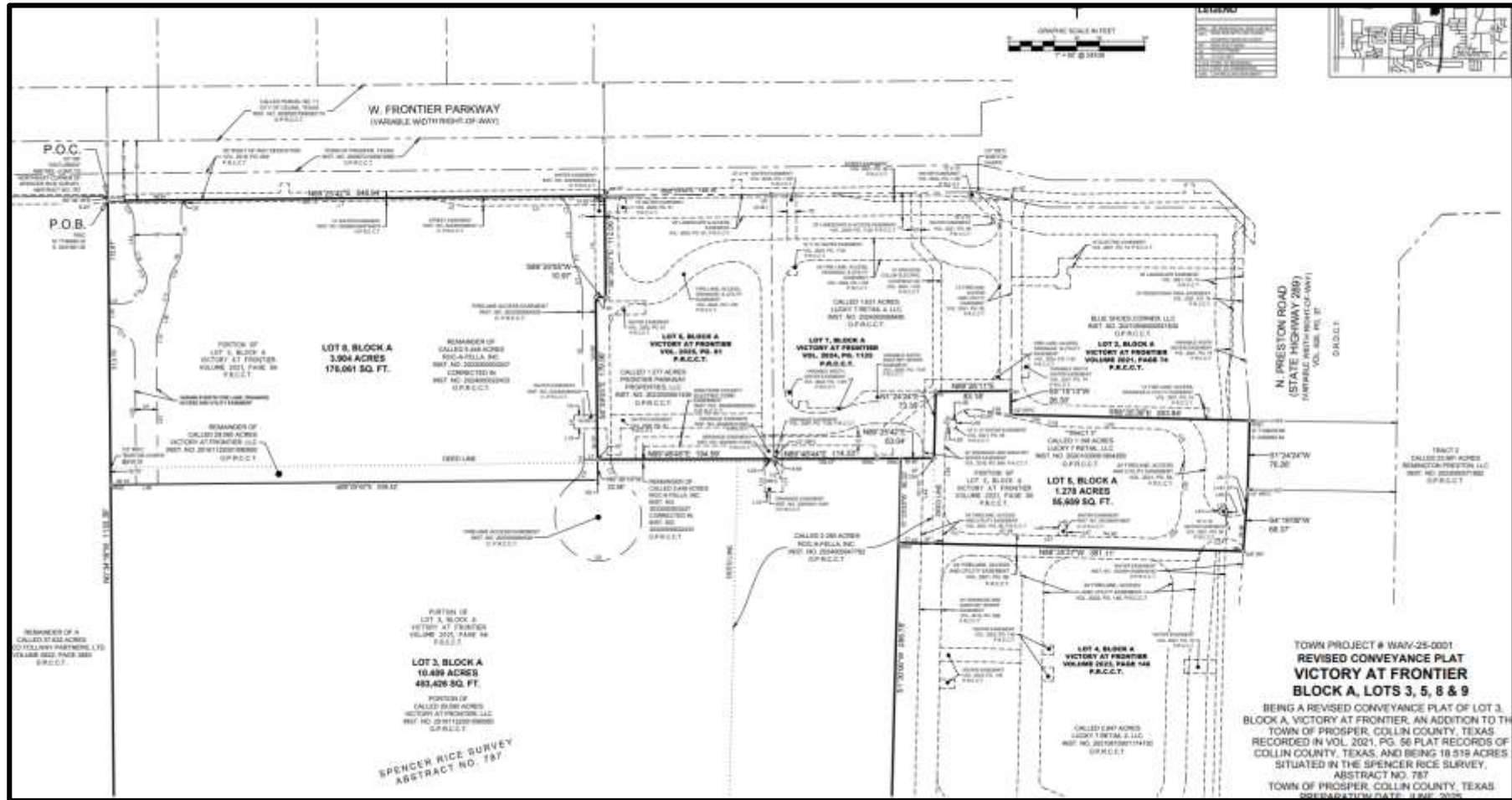
Findings:

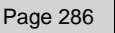
- The following findings should be presented when evaluating a waiver request.
 - That there are special circumstances or conditions affecting the land involved or other physical conditions of the property such that the strict application of the provisions of this subdivision ordinance would deprive the applicant of the reasonable use of his or her land.
 - That the subdivision waiver is necessary for the preservation and enjoyment of a substantial property right of the applicant, and that the granting of the subdivision waiver will not be detrimental to the public health, safety or welfare or injurious to other property in the area
 - That the granting of the subdivision waiver will not have the effect of preventing the orderly subdivision of other lands in the area in accordance with the provisions of this subdivision ordinance.













PLANNING

To: Mayor and Town Council

From: David Hoover, AICP, Director of Development Services

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

Re: Notice of Appeals

Town Council Meeting – June 24, 2025

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

Agenda Item:

Consider and act upon whether to direct staff to submit a written notice of appeals on behalf of the Town Council to the Development Services Department, pursuant to Chapter 4, Section 1.5(C)(7) and 1.6(B)(7) of the Town's Zoning Ordinance, regarding action taken by the Planning & Zoning Commission on Preliminary Site Plans and Site Plans.

Description of Agenda Item:

Attached are the Preliminary Site Plans and Site Plans that were acted on by the Planning & Zoning Commission on June 17, 2025. Per the Zoning Ordinance, the Town Council can direct staff to submit a written notice of appeal on behalf of the Town Council to the Development Services Department for any Preliminary Site Plans and Site Plans acted on by the Planning & Zoning Commission.

Budget Impact:

There is no budgetary impact affiliated with this item.

Attached Documents:

1. DEVAPP-24-0128 – Frontier South, Block A, Lot 1 (Approved 5-0)
2. DEVAPP-24-0135 – Westside Addition, Block A, Lot 18R (Approved 5-0)
3. DEVAPP-25-0014 – Victory at Frontier, Block A, Lots 1, 3, 4, 5, 7, 8, & 9 (Approved 5-0)
4. DEVAPP-25-0041 – Prosper Center, Block A, Lots 10-11 (Approved 5-0)
5. PowerPoint Slides

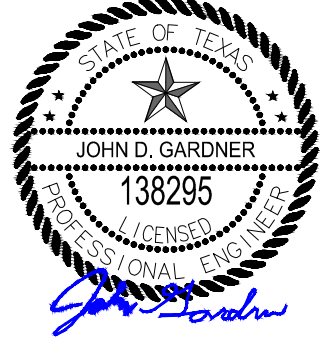
Town Staff Recommendation:

Town Staff recommends the Town Council take no action on this item.

Proposed Motion:

N/A

DATE: 05/30/2025



2911 TURTLE CREEK
BLVD, STE 700
DALLAS, TX 75219
972-707-9555

FRONTIER SOUTH

BLOCK A, LOTS 1 - 3
TOWN OF PROSPER
COLLIN COUNTY, TEXAS

DESCRIPTION:

REV: DATE:



KIRKMAN ENGINEERING, LLC
5200 STATE HIGHWAY 121
COLLEVILLE, TX 76034
TEXAS FIRM NO. 15874

JOB NUMBER: VIC21021

ISSUE DATE: DATE

SITE PLAN

SHEET:

C3.0



Know what's below.
Call before you dig.

OPEN SPACE TABLE

	LOT 1	LOT 2	LOT 3
EXISTING ZONING	PD-116	PD-116	PD-116
PROPOSED ZONING	PD-116	PD-116	PD-116
PROPOSED USE	RESTAURANT/ RETAIL	RESTAURANT/ RETAIL	RETAIL
LOT AREA (SF) (ACRES)	68,521 SF / 1.57 ACRES	201,162 SF / 4.62 ACRES	75,753 SF / 1.74 ACRES
TOTAL BUILDING AREA (SF)	12,400 SF	29,700 SF	19,700 SF
BUILDING HEIGHT	20'-0" (1 STORY)	40'-0" (2 STORY)	20'-0" (1 STORY)
LOT COVERAGE	18.10%	14.76%	26.01%
PARKING REQUIREMENTS	1 PER 250 SF (RETAIL) 1 PER 100 SF (RESTAURANT) 1 PER 200 SF (PATIO)	1 PER 250 SF (RETAIL) 1 PER 100 SF (RESTAURANT)	1 PER 250 SF (RETAIL)
BUILDING DISTRIBUTION	RETAIL: 4,920 SF RESTAURANT: 7,080 SF PATIO: 400 SF	1ST FLOOR: RESTAURANT: 8,800 SF RETAIL: 8,900 SF 2ND FLOOR: RETAIL: 12,000 SF	RETAIL: 20,630 SF
TOTAL PARKING SPACES REQUIRED	93	172	79
TOTAL PARKING SPACES PROVIDED	93	172	83
REQUIRED ADA PARKING	4	6	4
PROVIDED ADA PARKING	4	6	4
IMPERVIOUS AREA (SF)	54,187 S.Q. FT	96,932 S.Q. FT	68,108 S.Q. FT
REQUIRED PARKING LOT LANDSCAPING (SF)	15 S.Q. FT PER SPACE (1,395 S.Q. FT)	15 S.Q. FT PER SPACE (2,670 S.Q. FT)	15 S.Q. FT PER SPACE (1,245 S.Q. FT)
PROVIDED PARKING LOT LANDSCAPING (SF)	3,030 S.Q. FT	4,743 S.Q. FT	4,426 S.Q. FT
REQUIRED OPEN SPACE (SF)	7% (4,797 S.Q. FT)	7% (14,081 S.Q. FT)	7% (5,303 S.Q. FT)
PROVIDED OPEN SPACE (SF)	11.5% (7,905 S.Q. FT)	42.7% (85,805 S.Q. FT)	12.1% (9,170 S.Q. FT)

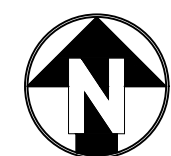
Jones Jerral W Eral
Volume 5184 Page 212
O.P.R.C.C.T.
Land Use: Undeveloped

LEGEND

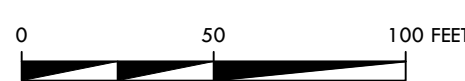
PROPOSED SIGN	
FIRE LANE STRIPING	
PROPOSED FIRE HYDRANT	
PROPOSED SANITARY MANHOLE	
PROPOSED CURB INLET	
PROPOSED GRATE INLET	
ACCESSIBLE ROUTE	
PARKING COUNT	
PROPOSED RETAINING WALL	
PROPOSED FDC	
PROPERTY BOUNDARY	
TREE	
FIRE LANE	

TOWN OF PROSPER NOTES:

- ALL DEVELOPMENT STANDARDS SHALL FOLLOW TOWN STANDARDS.
- LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY THE TOWN OF PROSPER.
- ALL DEVELOPMENT STANDARDS SHALL FOLLOW FIRE REQUIREMENTS PER THE TOWN OF PROSPER.
- HANDICAPPED PARKING AREAS AND BUILDING ACCESSIBILITY SHALL CONFORM TO THE AMERICANS WITH DISABILITIES ACT (ADA) AND WITH THE REQUIREMENTS OF THE CURRENT, ADOPTED BUILDING CODE.
- ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL.
- IMPACT FEES WILL BE ASSESSED IN ACCORDANCE WITH THE LAND USE CLASSIFICATION(S) IDENTIFIED ON THE SITE DATA SUMMARY TABLE. HOWEVER, CHANGES TO THE PROPOSED LAND USE AT THE TIME OF CO AND/OR FINISH-OUT PERMIT MAY RESULT IN ADDITIONAL IMPACT FEES AND/OR PARKING REQUIREMENTS.
- THE APPROVAL OF A PRELIMINARY SITE PLAN SHALL BE EFFECTIVE FOR A PERIOD OF TWO (2) YEARS FROM THE DATE THAT THE PRELIMINARY SITE PLAN IS APPROVED BY THE PLANNING & ZONING COMMISSION, AT THE END OF WHICH TIME THE APPLICANT MUST HAVE SUBMITTED AND RECEIVED THE APPROVAL OF A SITE PLAN BY THE PLANNING & ZONING COMMISSION. IF A SITE PLAN IS NOT APPROVED WITHIN SUCH TWO (2) YEAR PERIOD, THE PRELIMINARY SITE PLAN APPROVAL IS NULL AND VOID. IF SITE PLAN APPROVAL IS ONLY FOR A PORTION OF THE PROPERTY, THE APPROVAL OF THE PRELIMINARY SITE PLAN FOR THE REMAINING PROPERTY SHALL BE NULL AND VOID.
- OPEN SPACE REQUIREMENTS SHALL FOLLOW THE ZONING ORDINANCE, PER TRACT. OPEN SPACE SHALL NOT INCLUDE VEHICULAR PAVING, REQUIRED PARKING LOT LANDSCAPE ISLANDS, BUILDING FOOTPRINT, UTILITY YARDS, REQUIRED LANDSCAPE SETBACKS, SIDEWALKS, AND DETENTION POND.
- LIVING SCREEN TO BE PROVIDED WHERE NEEDED, IN SPACES WHERE NATURAL SCREENING IS NOT SUFFICIENT.
- LIVING SCREEN PLANT TYPES: AMERICAN PILLAR ARBORVITAE OR CAROLINA CHERRY LAUREL TREES.
- AN EXHIBIT OF THE LIVING SCREEN WILL BE PROVIDED AT THE TIME OF THE SITE PLAN.



GRAPHIC SCALE



SCALE: 1" = 50'

SITE PLAN KEY

①	PROP. METER (DOMESTIC)
②	PROP. DCDC (FIRE SERVICE)
③	PROP. METER (IRRIGATION)

NOTE TO CONTRACTOR

THE CONTRACTOR SHALL FIELD VERIFY THE LOCATION AND DEPTH OF ALL EXISTING UTILITIES (WHETHER SHOWN ON PLANS OR NOT) PRIOR TO COMMENCING CONSTRUCTION. IF FIELD CONDITIONS DIFFER SIGNIFICANTLY FROM LOCATIONS SHOWN ON THE PLANS, THE CONTRACTOR SHALL CONTACT THE PROJECT ENGINEER PRIOR TO PROCEEDING WITH CONSTRUCTION.

LAYOUT & DIMENSIONAL CONTROL NOTES:

- BOUNDARY LINES AND EASEMENT: REFER TO THE FINAL PLAT TO VERIFY PROPERTY LINES AND EXISTING EASEMENT LOCATIONS.
- DIMENSIONAL CONTROL: UNLESS NOTED OTHERWISE, ALL PAVING DIMENSIONS SHOWN ARE TO FACE OF CURB.
- CURB RADIUS: UNLESS NOTED OTHERWISE, ALL CURB RADIUS SHALL BE 3' AT FACE OF CURB.
- BUILDING DIMENSIONS: REFERENCE ARCHITECTURAL PLANS FOR EXACT BUILDING DIMENSIONS.
- CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND COORDINATES PRIOR TO CONSTRUCTION.
- ALL COORDINATES ARE U.S. SURVEY FEET, NAD '83 SURFACE.
- REFER TO SHEET(S) C10.0 FOR SITE DETAILS.

FILE PATH: K:\304\VIC2402 - Frontier South\Drawings\03 - Production\304\Drawings\03 - Production\C3.0 SITE PLAN.dwg
PLOT DATE: 05/30/2025

DESIGNED: C. J. STEIN, J. J. JONES
CHECKED BY: J. J. JONES
PLOT DATE: 05/30/2025

N COLEMAN STREET

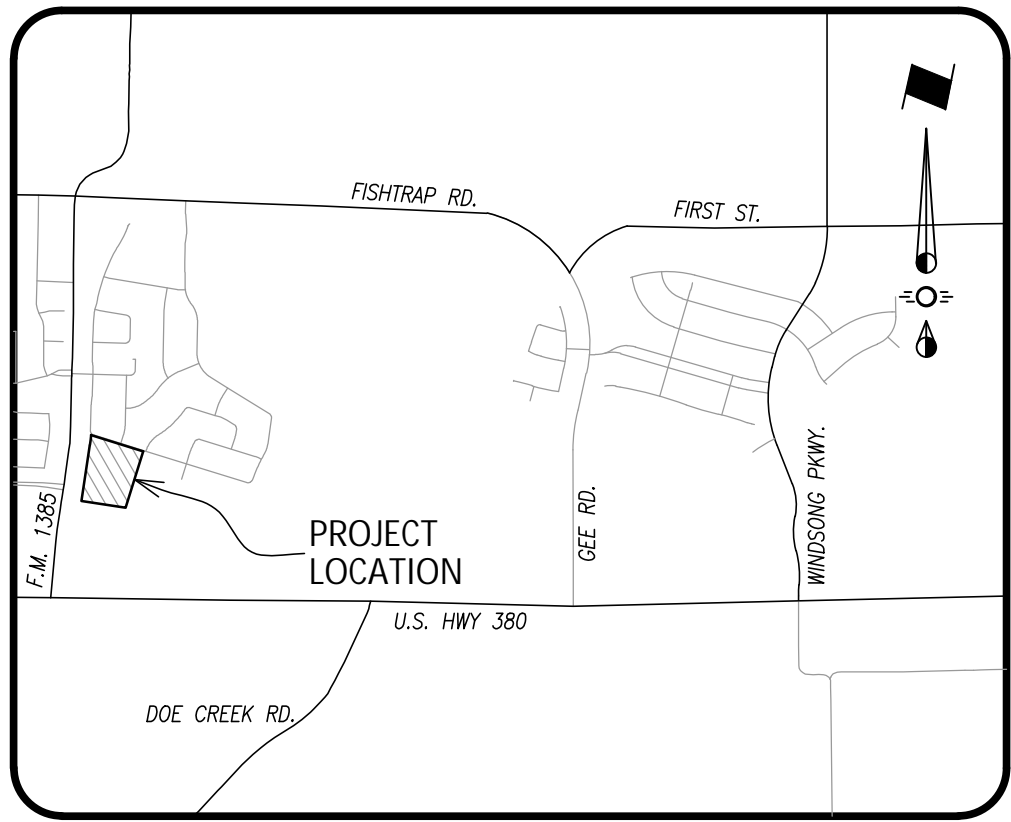
N PRESTON RD
(STATE HIGHWAY 289)

LOT 3, BLOCK A
VICTORY AT FRONTIER LLC
DOC. NO. 2016122001590950
O.P.R.C.C.T.
LAND USE: UNDEVELOPED

LOT 4, BLOCK A
VICTORY AT FRONTIER LLC
EXISTING DEVELOPMENT T.C.
ZONING: PD-10
LAND USE: RETAIL RESTAURANT

PROSPER UNITED METHODIST
CHURCH
ZONING: SINGLE FAMILY
EX. LAND USE: CHURCH
INSTRUMENT NO. 20190626000744210
O.P.R.C.C.T.

REMAINDER OF VICTORY AT
FRONTIER SOUTH LP
INST. NO. 20180824001065580
O.P.R.C.C.T.
ZONING: OFFICE
LAND USE: UNDEVELOPED



Vicinity Map

NTS

Town of Prosper Site Plan Notes:

- 1) All development standards shall follow Town Standards.
- 2) Landscaping shall conform to landscape plans approved by the Town of Prosper.
- 3) All development standards shall follow Fire Requirements per the Town of Prosper.
- 4) Handicapped parking areas and building accessibility shall conform to the Americans with Disabilities Act (ADA) and with the requirements of the current, adopted Building Code.
- 5) All signage is subject to Building Official approval.
- 6) Impact fees will be assessed in accordance with the land use classification(s) identified on the Site Data Summary Table; however, changes to the proposed land use at the time of CO and/or finish-out permit may result in additional impact fees and/or parking requirements.
- 7) The approval of a Preliminary Site Plan shall be effective or a period of two (2) years from the date that the Preliminary Site Plan is approved by the Planning & Zoning Commission, at the end of which time the applicant must have submitted and received the approval of a Site Plan by the Planning & Zoning Commission. If a site plan is not approved within such two (2) year period, the Preliminary Site Plan approval is null and void. If Site Plan approval is only for a portion of the property, the approval of the Preliminary Site Plan for the remaining property shall be null and void.
- 8) Open Space requirements shall follow the Zoning Ordinance, per tract. Open Space shall not include vehicular paving, required parking lot landscape islands, building footprint, utility yards, required landscape setbacks, sidewalks, and detention pond.
- 9) No trees on site.

SITE DATA

Zoning
Proposed Use:

Lot Area:
Building 1 Area:
Building 1 Height:
Building 2 Area:
Building 2 Height:

Lot Coverage:
Floor Area Ratio:
Parking Required:

Total Parking Provided:
HC Parking Required:

Landscape Required:
Landscape Provided:
Impervious Surface:
Open Space Required:
Open Space Provided:

LOT 18R

Mixed Use PD-94
Retail/Restaurant

139,235 Sq. Ft. (139,235 Sq. Ft.)
10,125 Sq. Ft.
1 Story, 27'-0" Max.
12,950 Sq. Ft.
1 Story, 27'-0" Max.

16.6%
0.166:1
Retail 1:250 Sq. Ft.(11,375 Sq. Ft.) = 46 Sp.
Restaurant 1:100 Sq. Ft.(11,700 Sq. Ft.) = 117 Sp.
Ratio 1:200 Sq. Ft.(950 Sq. Ft.) = 5 Sp.
Total Required: 168 Spaces

LEGEND

- FIRELANE, ACCESS, DRAINAGE, & UTILITY EASEMENT BY OTHERS
- PROPOSED FIRELANE, ACCESS, DRAINAGE & UTILITY EASEMENT
- PROPOSED SIDEWALK
- PROPOSED BERM AREA
- 1/2" IRON ROD W/ PLASTIC CAP STAMPED "SPARSING" SET, UNLESS OTHERWISE NOTED.
- POWER POLE
- GUY WIRE ANCHOR
- OVERHEAD POWER LINE
- CONTROL MONUMENT
- PROPOSED FIRE HYDRANT
- EXISTING FIRE HYDRANT

Site Plan

WESTSIDE 18R

Westside Addition - Block A, Lot 18R

SITUATED IN THE J. GONZALES SURVEY, ABSTRACT NO. 447
AND IN THE J. HAYNES SURVEY, ABSTRACT NO. 573
IN THE TOWN OF PROSPER, DENTON COUNTY, TEXAS

139,235 Sq. Ft./3.196 Acres

Current Zoning: PD-94

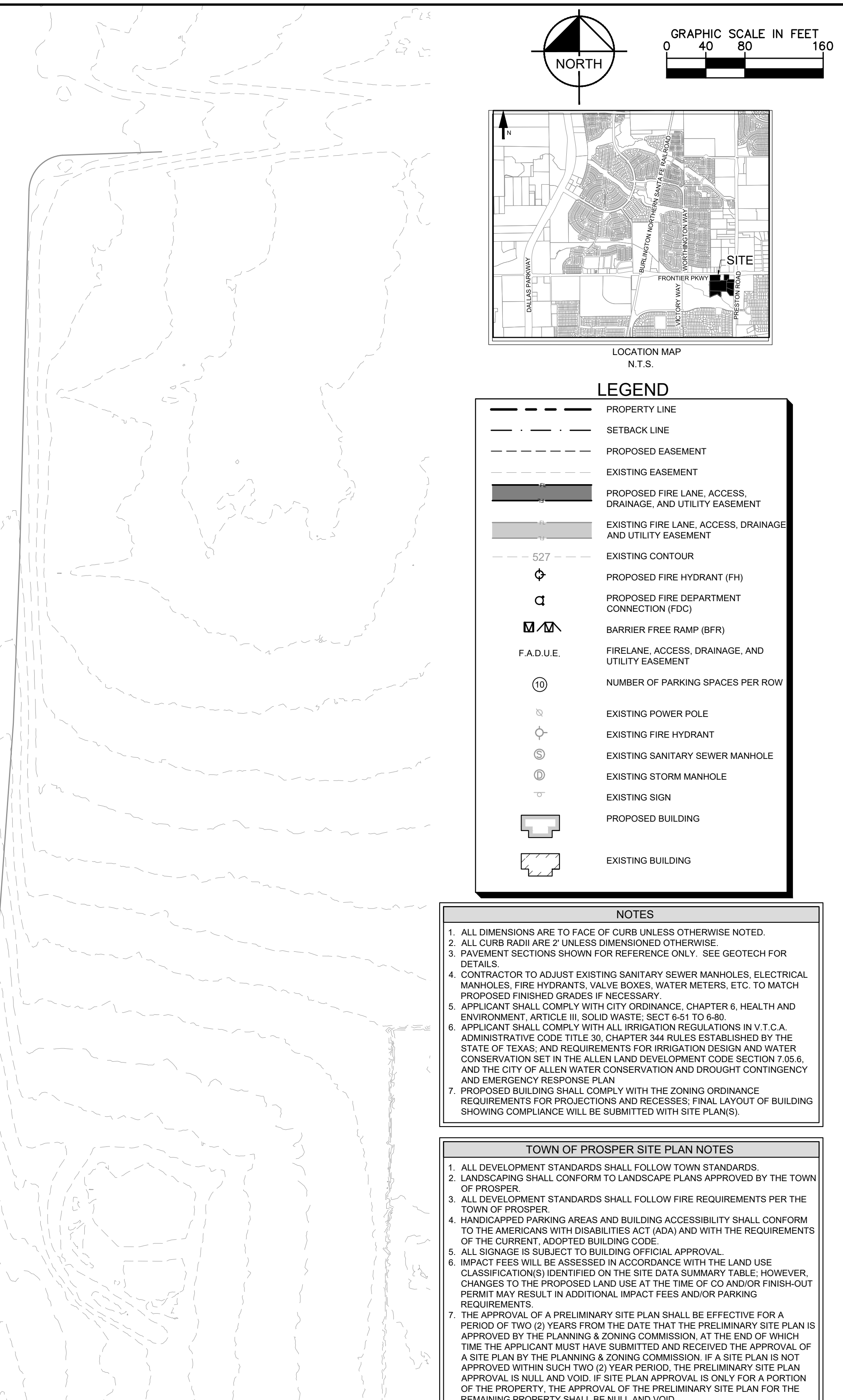
Town Case No. DEVAPP-24-0135

OWNER / APPLICANT

SSSS Holdings, LLC
8668 John Hickman Pkwy, Suite 907
Frisco, Texas 75034
Telephone (248) 345-3818
Contact: Shiva Kondru

ENGINEER / SURVEYOR

Spars Engineering, Inc.
501 W President George Bush Pkwy, Suite 200
Richardson, TX 75080
Telephone: (972) 422-0077
TBPELS No. F-2121 and No. F-10043100
Contact: Karis Smith



SITE DATA TABLE NOTES

1. LOT AREAS FOR LOT 1 AND 4 ARE PER THE FINAL PLAT
2. LOT AREAS FOR LOT 5 AND 7 ARE BASED ON THE FINAL CONFIGURATION
3. PARKING LOT LANDSCAPING, OPEN SPACE, AND IMPERVIOUS AREA IS BASED ON THE LATEST APPROVED SITE PLAN FOR LOT 1 AND 4
3. PARKING LOT LANDSCAPING, OPEN SPACE, AND IMPERVIOUS AREA IS BASED ON THE LATEST SITE PLAN D22-0093 FOR LOT 1 AND 4
4. PARKING CALCULATIONS ARE BASED ON THE LATEST TENANT INFORMATION

PRELIMINARY SITE PLAN
VICTORY AT FRONTIER
LOT 1, 3, 4, 5, 7, 8, & 9, BLOCK A
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
SUBMITTED JUNE 05, 2025

<p><u>OWNER:</u> VICTORY AT FRONTIER LLC, ROC-A-FELLA LLC, & LUCKY 7 RETAIL LLC 2911 TURTLE CREEK BLVD, SUITE 700 DALLAS, TX 75219 PH. (972) 707-9555 CONTACT: TONY RAMJII</p>	<p><u>ENGINEER / SURVEYOR / APPLICANT:</u> KIMLEY-HORN & ASSOCIATES, INC. 13455 NOEL ROAD TWO GALLERIA OFFICE TOWER, SUITE 700 DALLAS, TEXAS 75240 PH (972) 770-1300 CONTACT: NEDA HOSEINYE, P.E.</p>
<p><u>DEVELOPER:</u> LHIT, TIME 2099 CORPORATE PLACE CHANHANSEEN, MN 55317 PH. (952) 401-2405 CONTACT: NATALIE NYE</p>	

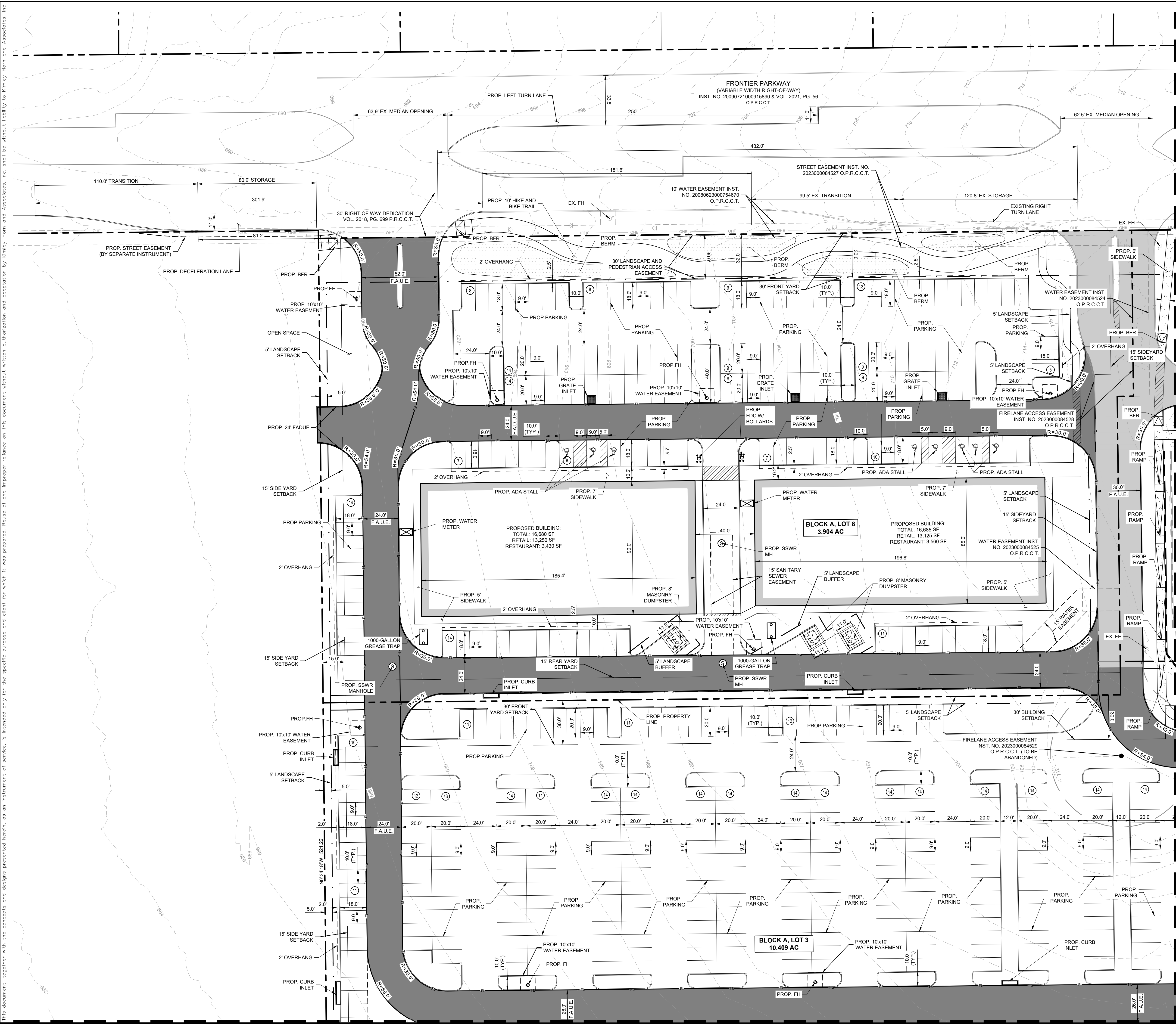
NOTES	
1.	ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
2.	ALL CURB RADI ARE 2' UNLESS DIMENSIONED OTHERWISE.
3.	PAVEMENT SECTIONS SHOWN FOR REFERENCE ONLY. SEE GEOTECH FOR DETAILS.
4.	CONTRACTOR TO ADJUST EXISTING SANITARY SEWER MANHOLES, ELECTRICAL MANHOLES, FIRE HYDRANTS, VALVE BOXES, WATER METERS, ETC. TO MATCH PROPOSED FINISHED GRADES IF NECESSARY.
5.	APPLICANT SHALL COMPLY WITH CITY ORDINANCE, CHAPTER 6, HEALTH AND ENVIRONMENT, ARTICLE III, SOLID WASTE, SECT 6-51 TO 6-80.
6.	APPLICANT SHALL COMPLY WITH ALL IRRIGATION REGULATIONS IN V.T.C.A. ADMINISTRATIVE CODE TITLE 30, CHAPTER 344 REVENUES ESTABLISHED BY THE STATE OF TEXAS, AND REQUIREMENTS FOR IRRIGATION DESIGN AND WATER CONSERVATION SET IN THE ALLEN LAND DEVELOPMENT CODE SECTION 705.6, ADMINISTRATION OF ALLEN WATER CONSERVATION AND DROUGHT CONTINGENCY AND EMERGENCY RESPONSE PLAN.
7.	PROPOSED BUILDING SHALL COMPLY WITH THE ZONING ORDINANCE REQUIREMENTS FOR PROJECTIONS AND RECESSES. FINAL LAYOUT OF BUILDING SHOWING COMPLIANCE WILL BE SUBMITTED WITH SITE PLANS.

TOWN OF PROSPER SITE PLAN NOTES

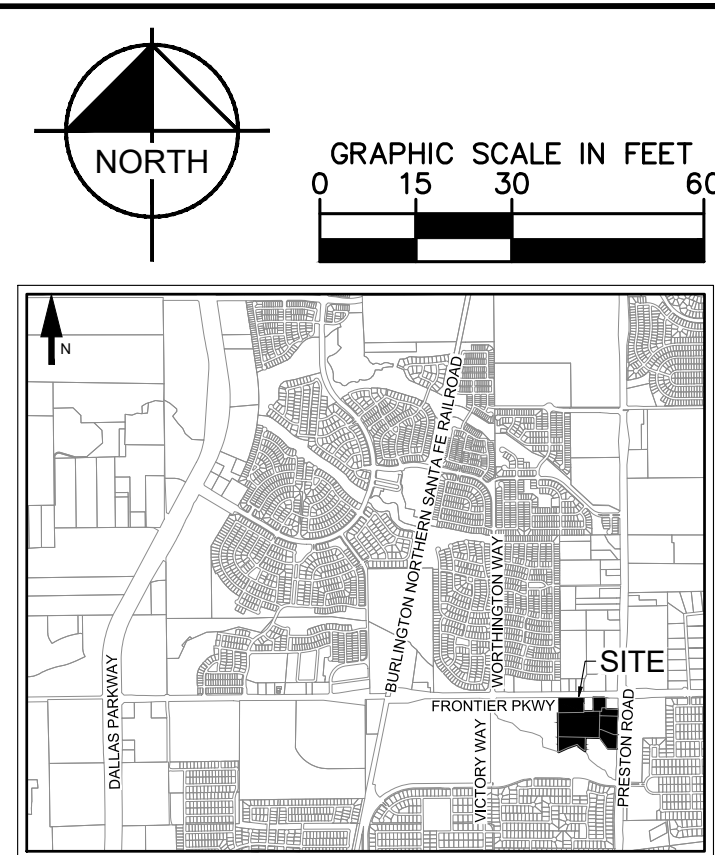
1. ALL DEVELOPMENT STANDARDS SHALL FOLLOW TOWN STANDARDS.
2. LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY THE TOWN OF PROSPER.
3. ALL DEVELOPMENT STANDARDS SHALL FOLLOW FIRE REQUIREMENTS PER THE TOWN OF PROSPER.
4. HANDICAPPED PARKING AREAS AND BUILDING ACCESSIBILITY SHALL CONFORM TO THE AMERICANS WITH DISABILITIES ACT (ADA) AND WITH THE REQUIREMENTS OF THE CURRENT ADA. ANY CHANGES TO THE ADA REQUIREMENTS SHALL BE PERMITTED.
5. ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL.
6. IMPACT FEES WILL BE ASSESSED IN ACCORDANCE WITH THE LAND USE CLASSIFICATION(S) IDENTIFIED ON THE SITE DATA SUMMARY TABLE. HOWEVER, CHANGES TO THE PROPOSED LAND USE AT THE TIME OF CO AND/OR FINISH-OUT PERMIT MAY RESULT IN ADDITIONAL IMPACT FEES AND/OR PARKING REQUIREMENTS.
7. APPROVAL OF A PRELIMINARY SITE PLAN SHALL BE EFFECTIVE FOR A PERIOD OF TWO (2) YEARS FROM THE DATE THAT THE PRELIMINARY SITE PLAN IS APPROVED BY THE PLANNING & ZONING COMMISSION. AT THE END OF WHICH THE APPLICANT MUST HAVE SUBMITTED AND RECEIVED THE APPROVAL OF A FINAL SITE PLAN. IF THE APPLICANT DOES NOT SUBMIT A FINAL SITE PLAN NOT APPROVED WITHIN SUCH TWO (2) YEAR PERIOD, THE PRELIMINARY SITE PLAN APPROVAL IS NULL AND VOID. IF SITE PLAN APPROVAL IS ONLY FOR A PORTION OF THE PROPERTY, THE REMAINING PORTION OF THE PRELIMINARY SITE PLAN FOR THE REMAINING PORTION SHALL BE NULL AND VOID.
8. OPEN SPACE REQUIREMENTS SHALL FOLLOW THE ZONING ORDINANCE, PER TRACT. OPEN SPACE SHALL NOT INCLUDE VEHICULAR PAVING, REQUIRED PARKING LOT LANDSCAPING, SIDEWALKS, DRIVEWAYS, UTILITY LOTS, OR REQUIRED LANDSCAPE SETBACKS, SIDEWALKS, AND DETENTION POND.

OVERALL PRELIMINARY SITE PLAN		TEXAS	
SHEET NUMBER C-100		PROSPER	
KHA PROJECT 064460922		DATE JUNE 2025	
SCALE AS SHOWN		DESIGNED BY PRS	
		DRAWN BY PRS	
		CHECKED BY NMH	
P.E. No. 126707		Date 06/05/2025	
Engineer NEDA M. HOSSEINY		Date 06/05/2025	
PRELIMINARY		FOR REVIEW ONLY NOT FOR CONSTRUCTION OR PERMIT PURPOSES.	
Kimley»Horn		13455 NOEL ROAD, TWO GALLERIA OFFICE TOWER SUITE 700, DALLAS, TX 75240 PHONE: 214.636.9920 WWW.KIMLEY-HORN.COM TX #928 © 2025 KIMLEY-HORN AND ASSOCIATES, INC.	
Kimley»Horn		No.	
REVISIONS		DATE	
		B	
		Item 20	

Plotted By: Schwartz, Payton Date: June 05, 2025 02:57:34pm File Path: K:\DAL_Civil\064460922-1T Prosper\Code\PlanSheets\ Preliminary Site Plan\ Preliminary Site Plan.dwg
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MATCHLINE: SEE SHEET C-103



LEGEND

---	PROPERTY LINE
---	SETBACK LINE
---	PROPOSED EASEMENT
---	EXISTING EASEMENT
---	PROPOSED FIRE LANE, ACCESS, DRAINAGE, AND UTILITY EASEMENT
---	EXISTING FIRE LANE, ACCESS, DRAINAGE, AND UTILITY EASEMENT
---	EXISTING CONTOUR
---	PROPOSED FIRE HYDRANT (FH)
---	PROPOSED FIRE DEPARTMENT CONNECTION (FDC)
---	BARRIER FREE RAMP (BFR)
---	FIRELANE, ACCESS, DRAINAGE, AND UTILITY EASEMENT
---	NUMBER OF PARKING SPACES PER ROW
---	EXISTING POWER POLE
---	EXISTING FIRE HYDRANT
---	EXISTING SANITARY SEWER MANHOLE
---	EXISTING STORM MANHOLE
---	EXISTING SIGN
---	PROPOSED BUILDING
---	EXISTING BUILDING

- TOWN OF PROSPER SITE PLAN NOTES**
1. ALL DEVELOPMENT STANDARDS SHALL FOLLOW TOWN STANDARDS.
 2. LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY THE TOWN OF PROSPER.
 3. ALL DEVELOPMENT STANDARDS SHALL FOLLOW FIRE REQUIREMENTS PER THE TOWN OF PROSPER.
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- NOTES**
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 2. ALL CURB RADI ARE 2' UNLESS DIMENSIONED OTHERWISE.
 3. PAVEMENT SECTIONS SHOWN FOR REFERENCE ONLY. SEE GEOTECH FOR DETAILS.
 4. CONTRACTOR TO ADJUST EXISTING SANITARY SEWER MANHOLES, ELECTRICAL MANHOLES, FIRE HYDRANTS, VALVE BOXES, WATER METERS, ETC. TO MATCH PROPOSED FINISHED GRADES IF NECESSARY.
 5. APPLICANT SHALL COMPLY WITH CITY ORDINANCE, CHAPTER 6, HEALTH AND ENVIRONMENT, ARTICLE III, SOLID WASTE, SECT 6-61 TO 6-60.
 6. APPLICANT SHALL COMPLY WITH ALL IRRIGATION REGULATIONS IN V.T.C.A. ADMINISTRATIVE CODE TITLE 30, CHAPTER 344 RULES ESTABLISHED BY THE STATE OF TEXAS, AND REQUIREMENTS FOR IRRIGATION DESIGN AND WATER CONSERVATION SET IN THE ALLEN LAND DEVELOPMENT CODE SECTION 7.05.6, AND THE CITY OF ALLEN WATER CONSERVATION AND DROUGHT CONTINGENCY AND EMERGENCY RESPONSE PLAN.
 7. PROPOSED BUILDING SHALL COMPLY WITH THE ZONING ORDINANCE REQUIREMENTS FOR PROJECTIONS AND RECESSES, FINAL LAYOUT OF BUILDING SHOWING COMPLIANCE WILL BE SUBMITTED WITH SITE PLAN(S).

TOWN OF PROSPER CASE NO. DEVAPP-25-0014

PRELIMINARY SITE PLAN
VICTORY AT FRONTIER
LOT 1, 3, 4, 5, 7, 8, & 9, BLOCK A
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
SUBMITTED JUNE 05, 2025

OWNER:
VICTORY AT FRONTIER LLC, ROC-A-FELLA LLC, & LUCKY 7 RETAIL LLC
2911 TURTLE CREEK BLVD, SUITE 700
DALLAS, TX 75219
PH. (972) 707-9555
CONTACT: TONY RAMJI

DEVELOPER:
LIFE TIME
2099 CORPORATE PLACE
CHANHASSEN, MN 55317
PH. (952) 401-2405
CONTACT: NATALIE NYE

ENGINEER / SURVEYOR / APPLICANT:
KIMLEY-HORN & ASSOCIATES, INC.
13455 NOEL ROAD
TWO GALLERIA OFFICE TOWER,
SUITE 700
DALLAS, TEXAS 75240
PH (972) 770-1300
CONTACT: NEDA HOSSEINY, P.E.

Kimley-Horn

13455 NOEL ROAD, TWO GALLERIA OFFICE TOWER
SUITE 700, DALLAS, TX 75240
PHONE: 972-770-1300 FAX: 972-239-3820
WWW.KIMLEY-HORN.COM TX F-928
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PRELIMINARY

FOR REVIEW ONLY NOT FOR CONSTRUCTION OR PERMIT PURPOSES.

Kimley-Horn

Engineer NEDA M. HOSSEINY
P.E. No. 126707
Date 06/05/2025

KHA PROJECT 064460922
DATE JUNE 2025
SCALE AS SHOWN
DESIGNED BY PRS
DRAWN BY PRS
CHECKED BY NMH

PRELIMINARY SITE PLAN

TEXAS

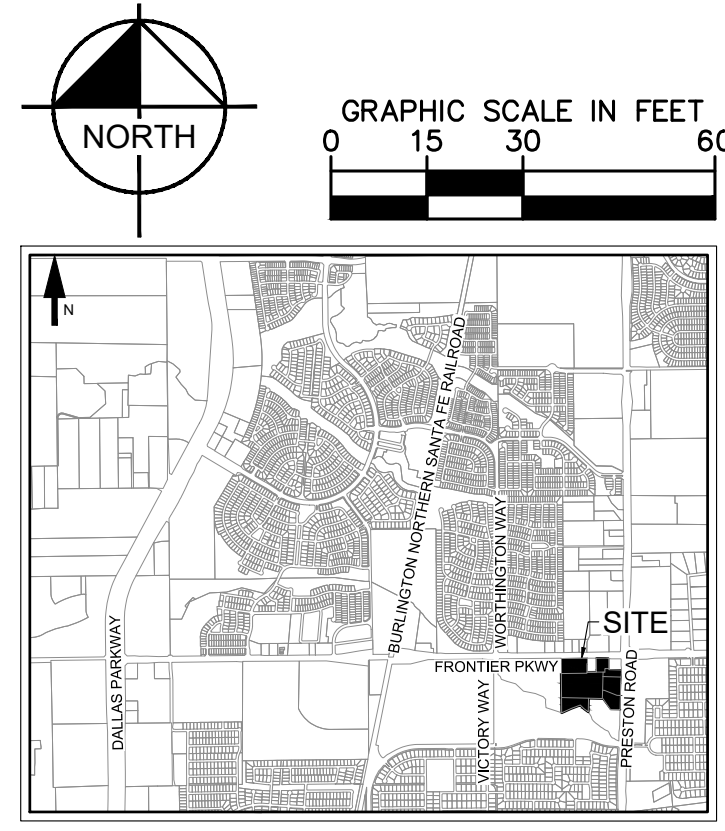
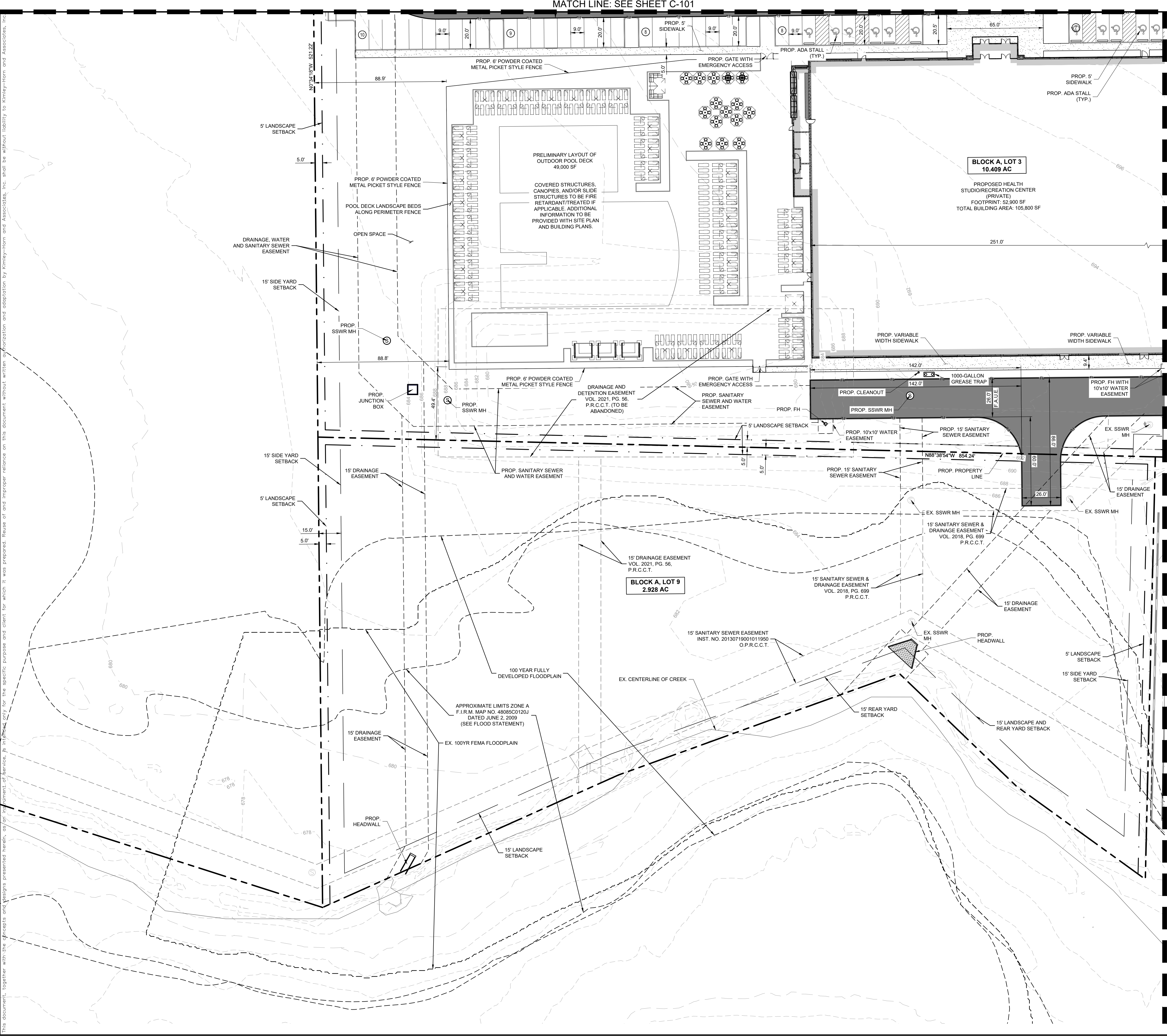
SHEET NUMBER **C-101**

Item 20.

No. DATE REVISIONS

MATCHLINE: SEE SHEET C-102

Plotted By: Schwartz, Payton Date: June 05, 2025 02:57:40pm File Path: K:\DAL-Civil\064460922-1T Prosper\Code\PlanSheets\ Preliminary Site Plan.dwg
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LEGEND

---	PROPERTY LINE
- - -	SETBACK LINE
- - -	PROPOSED EASEMENT
- - -	EXISTING EASEMENT
▬	PROPOSED FIRE LANE, ACCESS, DRAINAGE, AND UTILITY EASEMENT
▬	EXISTING FIRE LANE, ACCESS, DRAINAGE AND UTILITY EASEMENT
- - -	EXISTING CONTOUR
⊕	PROPOSED FIRE HYDRANT (FH)
⊕	PROPOSED FIRE DEPARTMENT CONNECTION (FDC)
▬	BARRIER FREE RAMP (BFR)
F.A.D.U.E.	FIRELANE, ACCESS, DRAINAGE, AND UTILITY EASEMENT
(10)	NUMBER OF PARKING SPACES PER ROW
⊕	EXISTING POWER POLE
⊕	EXISTING FIRE HYDRANT
⊕	EXISTING SANITARY SEWER MANHOLE
⊕	EXISTING STORM MANHOLE
⊕	EXISTING SIGN
▬	PROPOSED BUILDING
▬	EXISTING BUILDING

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 7. THE APPROVAL OF A PRELIMINARY SITE PLAN SHALL BE EFFECTIVE FOR A PERIOD OF TWO (2) YEARS FROM THE DATE THAT THE PRELIMINARY SITE PLAN IS APPROVED BY THE PLANNING & ZONING COMMISSION. AT THE END OF WHICH TIME THE APPLICANT MUST HAVE SUBMITTED AND RECEIVED THE APPROVAL OF A SITE PLAN BY THE PLANNING & ZONING COMMISSION. IF A SITE PLAN IS NOT APPROVED WITHIN SUCH TWO (2) YEAR PERIOD, THE PRELIMINARY SITE PLAN APPROVAL IS NULL AND VOID. IF SITE PLAN APPROVAL IS ONLY FOR A PORTION OF THE PROPERTY, THE APPROVAL OF THE PRELIMINARY SITE PLAN FOR THE REMAINING PROPERTY SHALL BE NULL AND VOID.
 8. OPEN SPACE REQUIREMENTS SHALL FOLLOW THE ZONING ORDINANCE, PER TRACT. OPEN SPACE SHALL NOT INCLUDE VEHICULAR PAVING, REQUIRED PARKING LOT LANDSCAPE ISLANDS, BUILDING FOOTPRINT, UTILITY YARDS, REQUIRED LANDSCAPE SETBACKS, SIDEWALKS, AND DETENTION POND.

- NOTES**
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 6. APPLICANT SHALL COMPLY WITH ALL IRRIGATION REGULATIONS IN V.T.C.A. ADMINISTRATIVE CODE TITLE 30, CHAPTER 344 RULES ESTABLISHED BY THE STATE OF TEXAS, AND REQUIREMENTS FOR IRRIGATION DESIGN AND WATER CONSERVATION SET IN THE ALLEN LAND DEVELOPMENT CODE SECTION 7.05.6, AND THE CITY OF ALLEN WATER CONSERVATION AND DROUGHT CONTINGENCY AND EMERGENCY RESPONSE PLAN.
 7. PROPOSED BUILDING SHALL COMPLY WITH THE ZONING ORDINANCE REQUIREMENTS FOR PROJECTIONS AND RECESSES; FINAL LAYOUT OF BUILDING SHOWING COMPLIANCE WILL BE SUBMITTED WITH SITE PLAN(S).

TOWN OF PROSPER CASE NO. DEVAPP-25-0014

PRELIMINARY SITE PLAN
VICTORY AT FRONTIER
LOT 1, 3, 4, 5, 7, 8, & 9, BLOCK A
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
SUBMITTED JUNE 05, 2025

OWNER:
VICTORY AT FRONTIER LLC, ROC-A-FELLA LLC, & LUCKY 7 RETAIL LLC
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DALLAS, TX 75219
PH. (972) 707-9555
CONTACT: TONY RAMJI

DEVELOPER:
LIFE TIME
2099 CORPORATE PLACE
CHANHASSEN, MN 55317
PH. (952) 401-2405
CONTACT: NATALIE NYE

ENGINEER / SURVEYOR / APPLICANT:
KIMLEY-HORN & ASSOCIATES, INC.
13455 NOEL ROAD
TWO GALLERIA OFFICE TOWER,
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DALLAS, TEXAS 75240
PH. (972) 770-1300
CONTACT: NEDA HOSSEINY, P.E.

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13455 NOEL ROAD, TWO GALLERIA OFFICE TOWER
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WWW.KIMLEY-HORN.COM TX F-928 INC.
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PRELIMINARY
FOR REVIEW ONLY NOT FOR CONSTRUCTION OR PERMIT PURPOSES.

Kimley»Horn
Engineer NEDA M. HOSSEINY
P.E. No. 126707
Date 06/05/2025

KHA PROJECT	064460922	DATE	JUNE 2025	SCALE	AS SHOWN	DESIGNED BY	PRS	DRAWN BY	PRS	CHECKED BY	NMH
LIFETIME HEALTHY WAY OF LIFE											

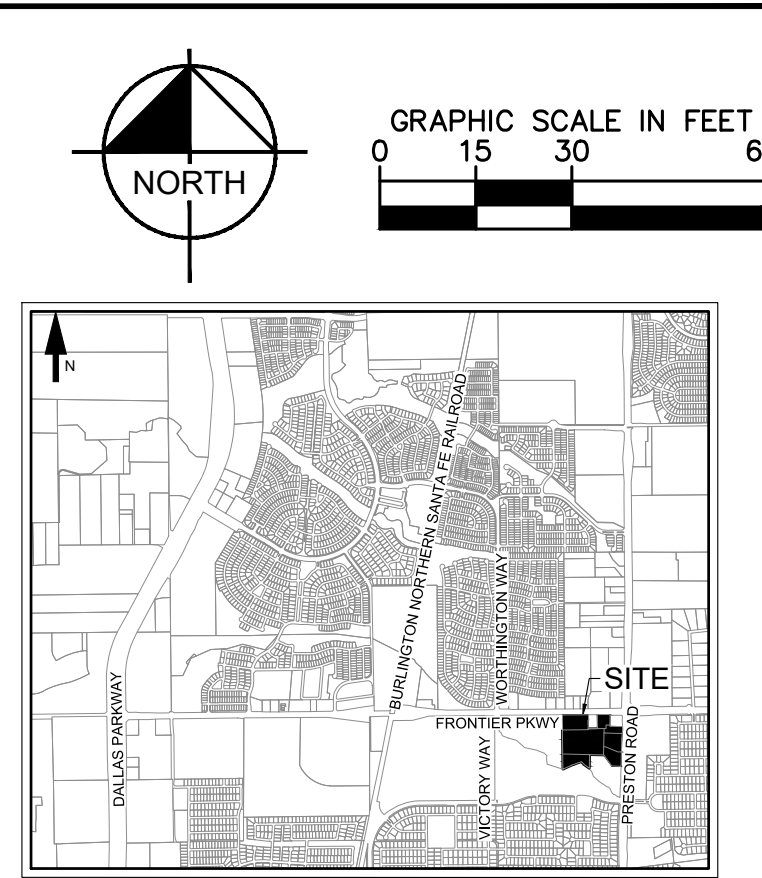
PRELIMINARY SITE PLAN

SHEET NUMBER
C-102

PROSPER TEXAS

Item 20.

No.	REVISIONS	DATE



	PROPERTY LINE
	SETBACK LINE
	PROPOSED EASEMENT
	EXISTING EASEMENT
	PROPOSED FIRE LANE, ACCESS, DRAINAGE, AND UTILITY EASEMENT
	EXISTING FIRE LANE, ACCESS, DRAINAGE, AND UTILITY EASEMENT
	EXISTING CONTOUR
	PROPOSED FIRE HYDRANT (FH)
	PROPOSED FIRE DEPARTMENT CONNECTION (FDC)
	BARRIER FREE RAMP (BFR)
F.A.D.U.E.	FIRELANE, ACCESS, DRAINAGE, AND UTILITY EASEMENT
	NUMBER OF PARKING SPACES PER ROW
	EXISTING POWER POLE
	EXISTING FIRE HYDRANT
	EXISTING SANITARY SEWER MANHOLE
	EXISTING STORM MANHOLE
	EXISTING SIGN
	PROPOSED BUILDING
	EXISTING BUILDING

- ## TOWN OF PROSPER SITE PLAN NOTES
1. ALL DEVELOPMENT STANDARDS SHALL FOLLOW TOWN STANDARDS.
 2. LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY THE TOWN OF PROSPER.
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 4. ALL PARKING AREAS AND BUILDING ACCESSIBILITY SHALL CONFORM TO THE AMERICANS WITH DISABILITIES ACT (ADA) AND WITH THE REQUIREMENTS OF THE CURRENT, ADOPTED BUILDING CODE.
 5. ALL SIGNAGE IS SUBJECT TO BUILDING DEPARTMENT REVIEW AND APPROVAL.
 6. IMPACT FEES WILL BE ASSESSED IN ACCORDANCE WITH THE LAND USE CLASSIFICATIONS IDENTIFIED ON THE SITE DATA SUMMARY TABLE. HOWEVER, IMPACT FEES WILL NOT BE APPLIED TO ANY LOT OR LOT AREA THAT FINISH-OUT PERMIT MAY RESULT IN ADDITIONAL IMPACT FEES AND/OR PARKING REQUIREMENTS.
 7. THE APPROVAL OF A PRELIMINARY SITE PLAN SHALL BE EFFECTIVE FOR A PERIOD OF TWO (2) YEARS FROM THE DATE THAT THE PRELIMINARY SITE PLAN IS APPROVED BY THE PLANNING & ZONING COMMISSION. AT THE END OF WHICH TIME THE APPLICANT SHALL REAPPLY FOR APPROVAL OF THE PRELIMINARY SITE PLAN BY THE PLANNING & ZONING COMMISSION. IF A SITE PLAN IS NOT APPROVED WITHIN SUCH TWO (2) YEAR PERIOD, THE PRELIMINARY SITE PLAN SHALL BE NULL AND VOID. THE REAPPLICATION FOR APPROVAL OF THE PRELIMINARY SITE PLAN SHALL BE NULL AND VOID. THE REAPPLICATION FOR APPROVAL OF THE PRELIMINARY SITE PLAN SHALL BE NULL AND VOID.
 8. OPEN SPACE REQUIREMENTS SHALL BE IN ACCORDANCE WITH THE ZONING ORDINANCE, PER TRACT. OPEN SPACE SHALL NOT INCLUDE VEHICULAR PAVING, REQUIRED PARKING LOT LANDSCAPE ISLANDS, BUILDING FOOTPRINT, UTILITY YARDS, REQUIRED LANDSCAPE SETBACKS, SIDEWALKS, AND DETENTION POND.

- ### NOTES
1. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
 2. ALL CURB RADI ARE 2' UNLESS DIMENSIONED OTHERWISE.
 3. PAVEMENT SECTIONS SHOWN FOR REFERENCE ONLY. SEE GEOTECH FOR DETAILS.
 4. ALL CONDUCTOR TO ADJUST EXISTING SANITARY SEWER MANHOLES, ELECTRICAL MANHOLES, FIRE HYDRANTS, VALVE BOXES, WATER METERS, ETC. TO MATCH PROPOSED FINISHED GRADES IF NECESSARY.
 5. APPLICANT SHALL COMPLY WITH THE TEXAS WATER CHAPTER 6, HEALTH AND ENVIRONMENT, ARTICLE III, SOLID WASTE; SECT 6-51 TO 6-80.
 6. APPLICANT SHALL COMPLY WITH ALL IRRIGATION REGULATIONS IN V.T.C.A., CHAPTER 161, SUBCHAPTER C, ARTICLES 161.001 THROUGH 161.011, AS ENACTED BY THE STATE OF TEXAS, AND REQUIREMENTS FOR IRRIGATION DESIGN AND WATER CONSERVATION SET IN THE ALLEN LAND DEVELOPMENT CODE SECTION 705.6, SUBSECTION 705.6.01, OF THE ALLEN LAND DEVELOPMENT CODE, AND DROUGHT CONTINGENCY AND EMERGENCY RESPONSE PLAN.
 7. PROPOSED BUILDING SHALL COMPLY WITH THE ZONING ORDINANCE AND REQUIREMENTS FOR PROJECTIONS, ENCLOSURES, FINAL LAYOUT OF BUILDING SHOWING COMPLIANCE WILL BE SUBMITTED WITH SITE PLAN(S).

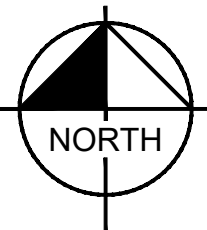
TOWN OF PROSPER CASE NO. DEVAPP-25-0014

PRELIMINARY STATE PLAN
VICTORY AT FRONTIER
LOT 1, 3, 4, 5, 7, 8, & 9, BLOCK A
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
SUBMITTED JUNE 05, 2025

OWNER:
VICTORY AT FRONTIER LLC, ROC-A-FELLA LLC, & LUCKY 7 RETAIL LLC
911 TURTLE CREEK BLVD, SUITE 700
DALLAS, TX 75219
H. (972) 707-9555
CONTACT: TONY RAMJI

ENGINEER / SURVEYOR / APPLICANT:
KIMLEY-HORN & ASSOCIATES, INC.
13455 NOEL ROAD
TWO GALLERIA OFFICE TOWER,
SUITE 700
DALLAS, TEXAS 75240
PH (972) 770-1300
CONTACT: NEDA HOSSEINY, P.E.

[illegible]



GRAPHIC SCALE IN FEET

A horizontal line with tick marks at 0, 15, 30, and 60. The segment between 0 and 15 is white. The segment between 15 and 30 is black. The segment between 30 and 60 is white.

N.T.S.
LEGEND

-

1. ALL DEVELOPMENT STANDARDS SHALL FOLLOW TOWN STANDARDS.
2. LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY THE TOWN OF FARMINGTON.
3. DEVELOPMENT STANDARDS SHALL FOLLOW FIRE REQUIREMENTS PER THE TOWN OF PROSPER.
4. HANDICAPPED PARKING AREAS AND BUILDING ACCESSIBILITY SHALL CONFORM TO THE AMERICANS WITH DISABILITIES ACT (ADA) AND WITH THE REQUIREMENTS OF THE CURRENT, ADOPTED BUILDING CODE.
5. ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL.
6. THE TOWN ENGINEER SHALL REVIEW ALL PROPOSED LAND USE CLASSIFICATION(S) IDENTIFIED ON THE SITE DATA SUMMARY TABLE; HOWEVER, CHANGES TO THE PROPOSED LAND USE AT THE TIME OF CO/AND/OR FINISH-OUT PERMIT MAY RESULT IN ADDITIONAL IMPACT FEES AND/OR PARKING REQUIREMENTS.
7. THE APPROVAL OF A PRELIMINARY SITE PLAN SHALL BE EFFECTIVE FOR A PERIOD OF TWO (2) YEARS FROM THE DATE THAT THE PRELIMINARY SITE PLAN IS SUBMITTED TO THE TOWN ENGINEER. IF THE APPLICANT HAS NOT SUBMITTED A FINAL SITE PLAN BY THE EXPIRATION DATE OF THE PRELIMINARY SITE PLAN APPROVAL, THE PRELIMINARY SITE PLAN APPROVAL IS NULL AND VOID. IF SITE PLAN APPROVAL IS ONLY FOR A PORTION OF THE PROPERTY, THE APPROVAL OF THE PRELIMINARY SITE PLAN FOR THE REMAINING PORTION SHALL BE NULL AND VOID.
8. OPEN SPACE SHALL BE REQUIRED TO COMPLY WITH THE ZONING ORDINANCE, PER TRACT. OPEN SPACE SHALL NOT INCLUDE VEHICULAR PARKING, REQUIRED PARKING LOT LANDSCAPE ISLANDS, BUILDING FOOTPRINT, UTILITY YARDS, REQUIRED LANDSCAPE SETBACKS, SIDEWALKS, AND DETENTION POND.

1. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
2. ALL CURB RADI ARE 2' UNLESS DIMENSIONED OTHERWISE.
3. PAVEMENT SECTIONS SHOWN FOR REFERENCE ONLY. SEE GEOTECH FOR DETAILS.
4. CONTRACTOR TO ADJUST EXISTING SANITARY SEWER MANHOLES, ELECTRICAL MANHOLES, FIRE HYDRANTS, VALVE BOXES, WATER METERS, ETC. TO MATCH PROPOSED FINISHED GRADES IF NECESSARY.
5. APPLICANT SHALL COMPLY WITH THE ENVIRONMENTAL PROTECTION ACT, CHAPTER 6, HEALTH AND ENVIRONMENT, ARTICLE III, SOLID WASTE, SECT 6-51 TO 6-80.
6. APPLICANT SHALL COMPLY WITH ALL IRRIGATION REGULATIONS IN V.T.C.A. ADMINISTRATIVE CODE TITLE 30, CHAPTER 344 RULES ESTABLISHED BY THE BOARD OF WATER CONTROL, TEXAS, AND THE IRRIGATION AND WATER CONSERVATION SET IN THE ALLEN LAND DEVELOPMENT CODE SECTION 7.05.8, AND THE CITY OF ALLEN WATER CONSERVATION AND DROUGHT CONTINGENCY AND EMERGENCY RESPONSE PLAN.
7. PROPOSED BUILDING SHALL COMPLY WITH THE ZONING ORDINANCE REQUIREMENTS FOR PROJECTIONS AND RECESSES; FINAL LAYOUT OF BUILDING SHOWING COMPLIANCE WILL BE SUBMITTED WITH SITE PLANS).

PRELIMINARY SITE PLAN
VICTORY AT FRONTIER
LOT 1, 3, 4, 5, 7, 8, & 9, BLOCK A

OWNER:
VICTORY AT FRONTIER LLC, ROC-A-FELLA LLC, & LUCKY 7 RETAIL LLC
2911 TURTLE CREEK BLVD, SUITE 700
DALLAS, TX 75219
PH: (972) 707-9555
CONTACT: TONY RAMJLI

ENGINEER / SURVEYOR / APPLICANT:
KIMLEY-HORN & ASSOCIATES, INC.
13455 NOEL ROAD
TWO GALLERIA OFFICE TOWER,
SUITE 700
DALLAS, TEXAS 75240
PH: (972) 770-1500
CONTACT: NEDA HOSEINY, P.E.

DEVELOPER:
LIFE TIME
2099 CORPORATE PLACE
GRIENHANN, MN 55317
PH: (952) 401-2405
CONTACT: ANITA NYE

ENGINEER / SURVEYOR / APPLICANT:
KIMLEY-HORN & ASSOCIATES, INC.
13455 NOEL ROAD
TWO GALLERIA OFFICE TOWER,
SUITE 700
DALLAS, TEXAS 75240
PH (972) 770-1300
CONTACT: NEDA HOSSEINY, P.E.

KHA PROJECT 064660922	DATE JUNE 2025	SCALE AS SHOWN	DESIGNED BY	PR	DRAWN BY	PR	CHECKED BY	NMH
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LIFETIME
HEALTHY WAY OF LIFE

<h1 style="margin: 0;">PRELIMINARY SITE PLAN</h1>	TEXAS PROSPER
SHEET NUMBER <h2 style="margin: 0;">C-104</h2>	Page 20

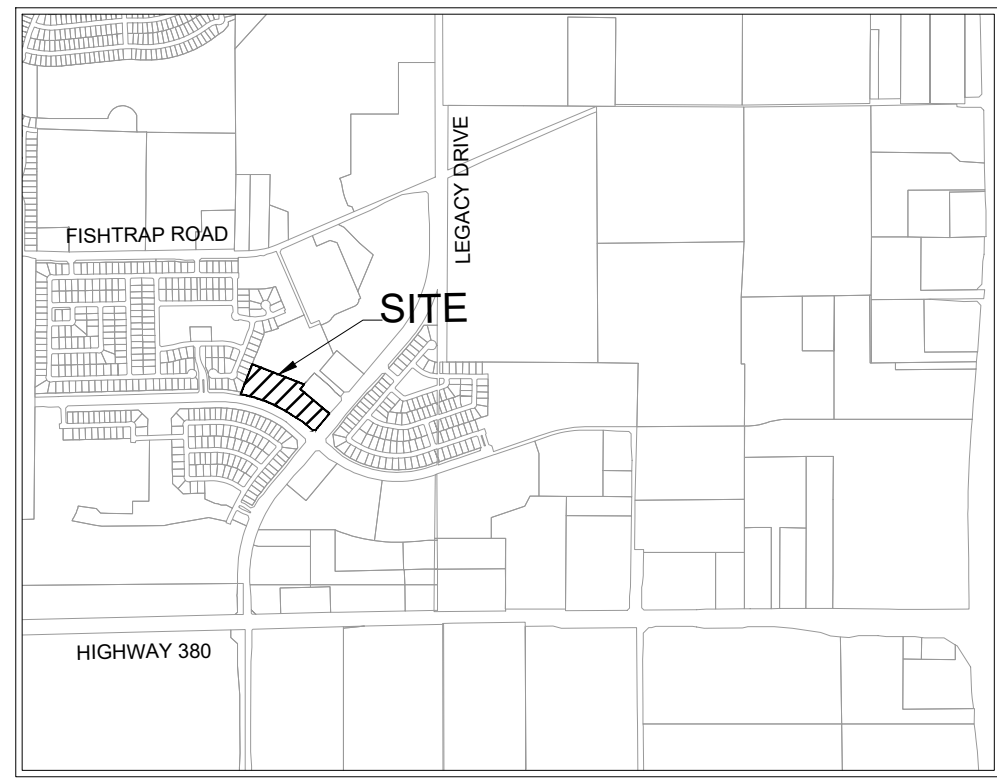
SITE DATA SUMMARY TABLE		
ZONING	LOT 10	LOT 11
PROPOSED USE	PD-65	PD-65
PROPOSED LOT AREA	2-STORY MEDICAL OFFICE BUILDING	RETAIL/RESTAURANT
LOT AREA	129,610 SF / 2.975 AC	141,190 SF / 3.241 AC
BUILDING AREA	16,655 SF / 0.38 AC	22,200 SF / 0.51 AC
BUILDING HEIGHT	35'	28'
LOT COVERAGE	12.85%	15.72%
FLOOR AREA RATIO	0.3 : 1	0.2 : 1
TOTAL PARKING REQUIRED		
TOTAL PARKING PROVIDED	134	138
HANDICAP PARKING REQUIRED	155	139
HANDICAP PARKING PROVIDED	6	5
PARKING LOT LANDSCAPING REQUIRED	2,325 SF / 1.79%	2,100 SF / 1.49%
PARKING LOT LANDSCAPING PROVIDED	3,931 SF / 3.03%	4,145 SF / 2.94%
SQUARE FOOTAGE OF IMPERVIOUS SURFACE	96,875 SF	107,279 SF
OPEN SPACE REQUIRED	9,073 SF / 7.00%	9,883 SF / 7.00%
OPEN SPACE PROVIDED	10,686 SF / 8.24%	14,072 SF / 9.97%

NOTES

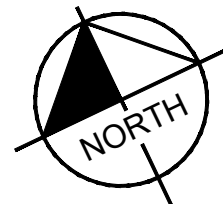
1. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS NOTED OTHERWISE.
2. ALL RADI ARE 3' OR 10' UNLESS NOTED OTHERWISE.
3. FIRE LANES SHALL BE PROVIDED IN ACCORDANCE WITH THE PROSPER REQUIREMENTS AND SHALL HAVE A MIN. INSIDE TURNING RADIUS OF 30'.
4. FIRE HYDRANTS SHALL BE PROVIDED IN ACCORDANCE WITH PROSPER REQUIREMENTS AND WILL BE LOCATED IN A 10X10' WATER EASEMENT.
5. ALL STOP SIGNS TO BE INSTALLED AT LEAST 4-FT FROM SURFACE UTILITY STRUCTURES.

PROSPER STANDARD NOTES

1. ALL DEVELOPMENT STANDARDS SHALL FOLLOW TOWN STANDARDS.
2. LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY THE TOWN OF PROSPER.
3. ALL DEVELOPMENT STANDARDS SHALL FOLLOW FIRE REQUIREMENTS PER THE TOWN OF PROSPER.
4. HANDICAPPED PARKING AREAS AND BUILDING ACCESSIBILITY SHALL CONFORM TO THE AMERICANS WITH DISABILITIES ACT (ADA) AND WITH THE REQUIREMENTS OF THE CURRENT, ADOPTED BUILDING CODE.
5. ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL.
6. IMPACT FEES WILL BE ASSESSED IN ACCORDANCE WITH THE LAND USE CLASSIFICATION(S) IDENTIFIED ON THE SITE DATA SUMMARY TABLE, HOWEVER, CHANGES TO THE PROPOSED LAND USE AT THE TIME OF CO AND/OR FINISH-OUT PERMIT MAY RESULT IN ADDITIONAL IMPACT FEES AND/OR PARKING REQUIREMENTS.
7. THE APPROVAL OF A PRELIMINARY SITE PLAN SHALL BE EFFECTIVE FOR A PERIOD OF TWO (2) YEARS FROM THE DATE THAT THE PRELIMINARY SITE PLAN IS APPROVED BY THE PLANNING & ZONING COMMISSION, AT THE END OF WHICH TIME THE APPLICANT MUST HAVE SUBMITTED AND RECEIVED THE APPROVAL OF A SITE PLAN BY THE PLANNING & ZONING COMMISSION. IF A SITE PLAN IS NOT APPROVED WITHIN SUCH TWO (2) YEAR PERIOD, THE PRELIMINARY SITE PLAN APPROVAL IS NULL AND VOID. IF SITE PLAN APPROVAL IS ONLY FOR A PORTION OF THE PROPERTY, THE APPROVAL OF THE PRELIMINARY SITE PLAN FOR THE REMAINING PROPERTY SHALL BE NULL AND VOID.
8. OPEN SPACE REQUIREMENTS SHALL FOLLOW THE ZONING ORDINANCE, PER TRACT. OPEN SPACE SHALL NOT INCLUDE VEHICULAR PAVING, REQUIRED PARKING LOT LANDSCAPE ISLANDS, BUILDING FOOTPRINT, UTILITY YARDS, REQUIRED LANDSCAPE SETBACKS, SIDEWALKS, AND DETENTION POND.



VICINITY MAP
SCALE: 1" = 2,000'



GRAPHIC SCALE IN FEET
0 20 40 80

LEGEND

---	PROPERTY LINE
---	LOT LINE
---	PROPOSED EASEMENT LINE
---	EXISTING EASEMENT LINE
---	BUILDING SETBACK
---	EXISTING CONTOUR
+	PROPOSED FIRE HYDRANT
+	FDC
+	SANITARY SEWER MANHOLE
+	WATER METER
+	WATER VALVE
+	STORM MANHOLE
---	PROPOSED FIRE LANE PAVEMENT
---	PROPOSED PRAIRIE DRIVE PAVEMENT
---	EXISTING FIRE LANE PAVEMENT

KEY

TYP.	TYPICAL
BFR	BARRIER FREE RAMP
CI	CURB INLET
JB	JUNCTION BOX
GI	GRATE INLET
HW	HEADWALL
LS	LANDSCAPE
MH	MANHOLE
CO	CLEANOUT
FH	FIRE HYDRANT
WM	WATER METER
IRR	IRRIGATION METER
FDC	FIRE DEPARTMENT CONNECTION
+	NUMBER OF PARKING SPACES

PRELIMINARY SITE PLAN PROSPER CENTER BLOCK A, LOTS 10 AND 11

6.217 ACRES SITUATED IN THE L. NETHERLY,
ABSTRACT NO. 962
TOWN OF PROSPER, DENTON COUNTY, TEXAS
CASE# - DEVAPP-25-0041

OWNER:
PROSPER VILLAGES AT LEGACY LLC
10950 RESEARCH ROAD
FRISCO, TX 75033
CONTACT: CRAIG CURRY
PHONE: (214) 387-3993
EMAIL: CCURRY@TXLANDRESOURCES.COM

OWNER:
LEGACY PRAIRIE SE LLC
2720 WOOD VALE DR
PROSPER, TX 75078
CONTACT: SAMBA SIVA RAO KANNAGANTI
PHONE: (972) 310-2265
PHONE: (972) 770-1300
EMAIL: SHAY.HUFFMAN@KIMLEY-HORN.COM

ENGINEER/APPLICANT:
KIMLEY-HORN AND ASSOCIATES, INC.
2600 N CENTRAL EXPRESSWAY, STE. 400
RICHARDSON, TEXAS 75080
CONTACT: SHAY HUFFMAN, P.E.
PHONE: (972) 770-1300
EMAIL: SHAY.HUFFMAN@KIMLEY-HORN.COM

PREPARATION DATE: MAY 27, 2025

PROSPER CENTER
LOTS 10 AND 11

PRELIMINARY SITE
PLAN

SHEET NUMBER
PSP-1

Kimley»Horn

© 2025 KIMLEY-HORN AND ASSOCIATES, INC.
2600 N CENTRAL EXPRESSWAY, SUITE 400
RICHARDSON, TX 75080
PHONE: 214-671-9535
WWW.KIMLEY-HORN.COM TX F-628

KHA PROJECT	060000302
DATE	5/27/2025
SCALE	AS SHOWN
DESIGNED BY	GSP
DRAWN BY	GSP
CHECKED BY	SEH

PROSPER, TEXAS

Frontier South Block A, Lots 1-3 (DEVAPP-24-0128)

Information

Purpose:

- Construct two restaurant/retail buildings and one retail building totaling 62,730 square feet.
 - Lot 1 – Restaurant/Retail Building (12,400 SF)
 - Lot 2 – Restaurant/Retail Building (29,700 SF)
 - Lot 3 – Retail Building (20,630 SF) * **No Frontage Onto Public ROW** *

History:

- Approved conceptual plan in Planned Development-116 showed four lots with two lots not having frontage onto public right-of-way.

Information Cont.

Screening:

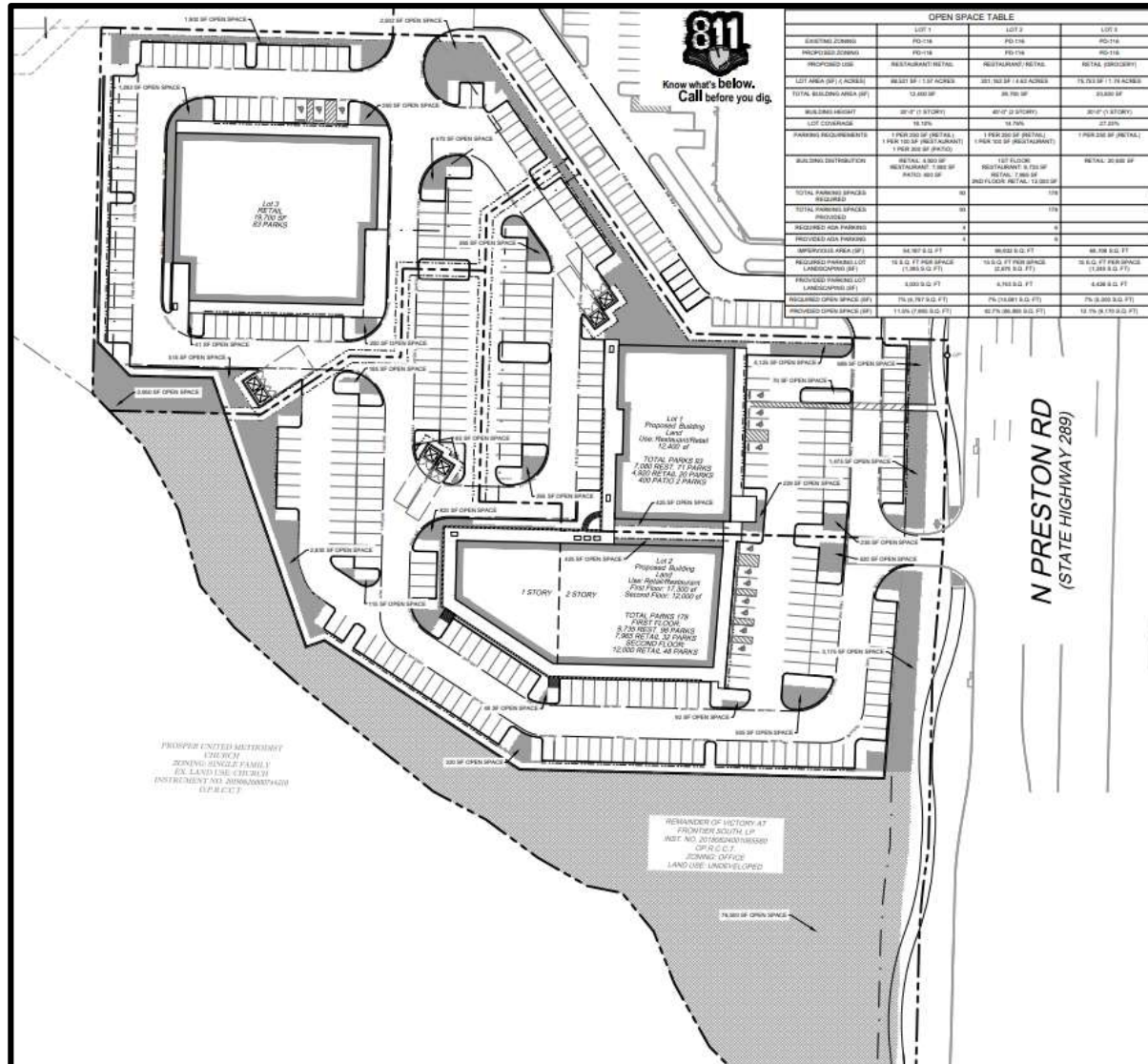
- Living screen proposed along southern boundary of Lot 2 due to adjacency with a lot being zoned single-family (Prosper United Methodist Church).
 - Comprised of either American Pillar Arborvitae or Carolina Cherry Laurel trees.
 - Details for the living screen will be provided with the site plan for Lot 2.

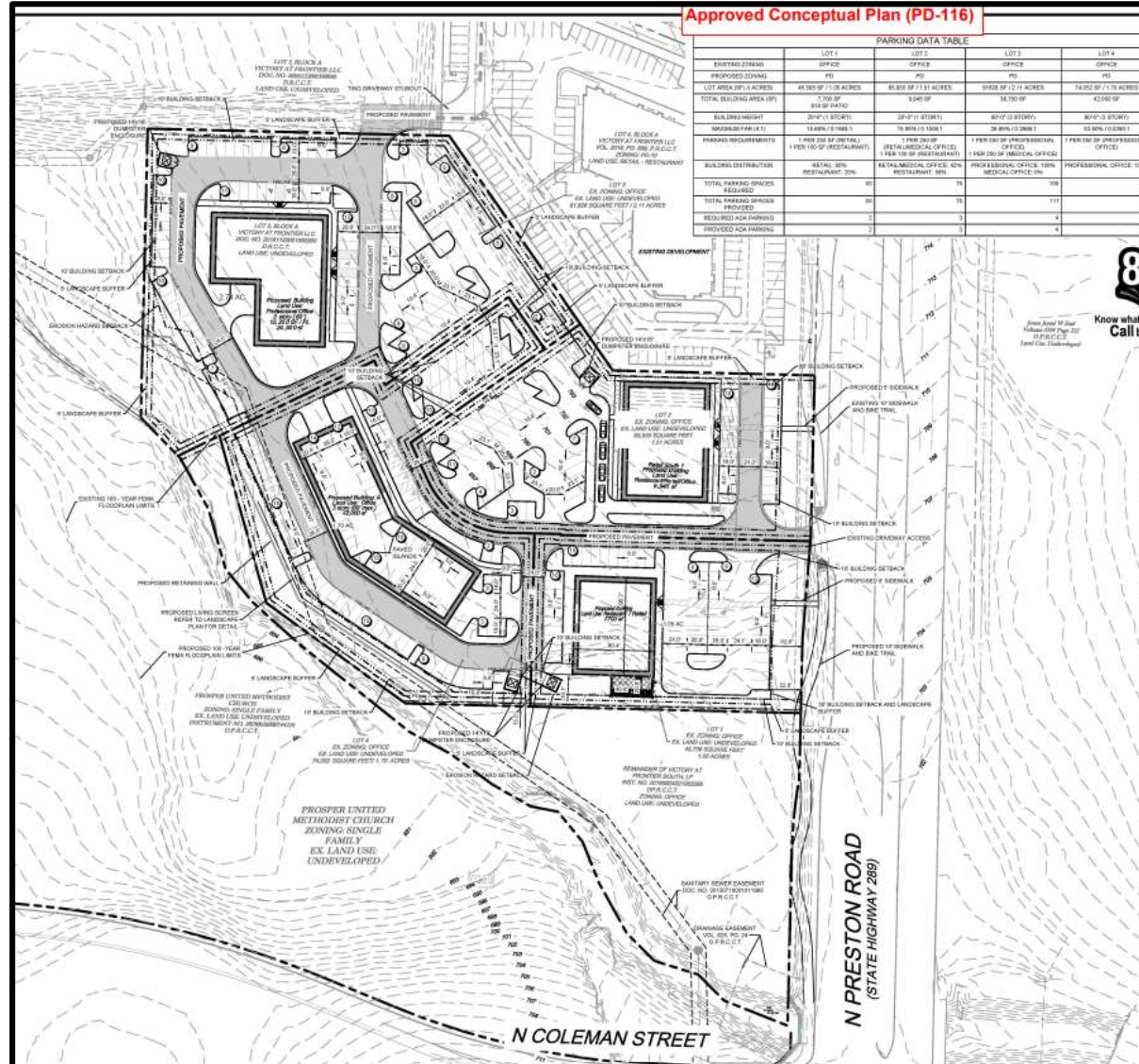
Conditions of Approval:

- Creation of Property Owner's Association (POA) prior to the recordation of a plat to subdivide the property.
- Town Council approval of a waiver of lot frontage along a public right-of-way for Lot 3.









Westside Addition Block A, Lot 18R (DEVAPP-24-0135)

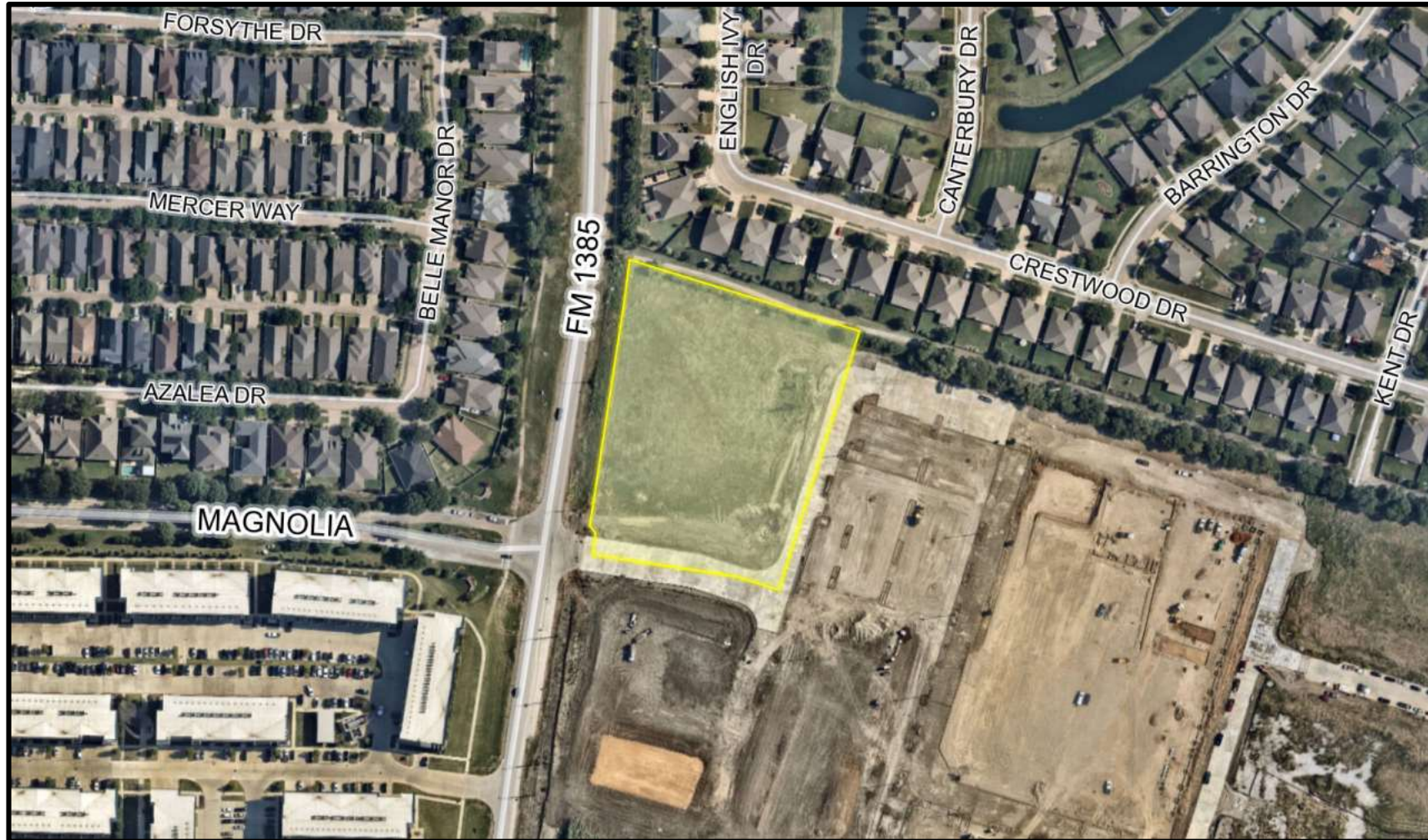
Information

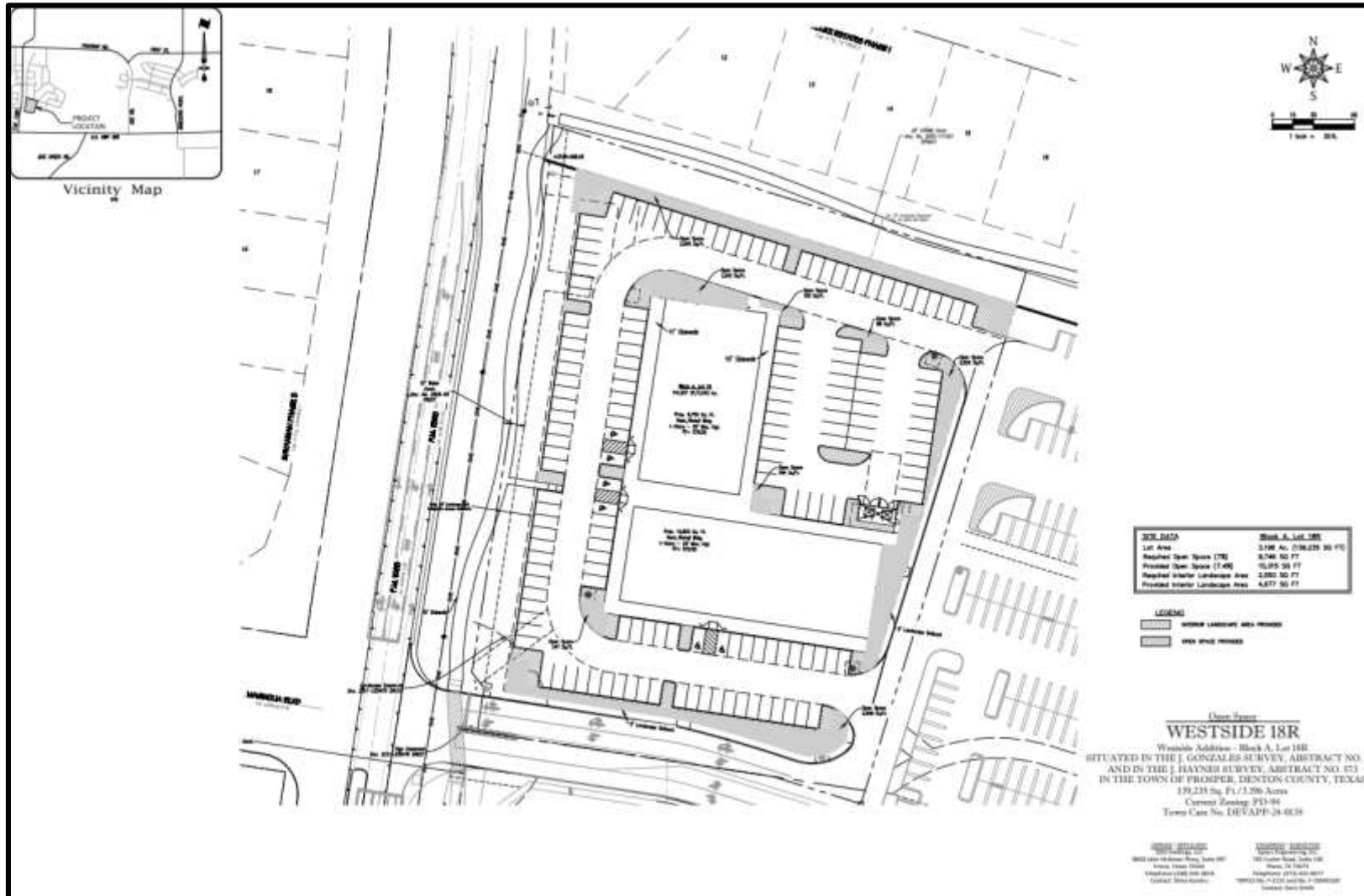
Purpose:

- Construct two restaurant/retail buildings totaling 23,075 square feet.
 - Building 1 – Restaurant/Retail Building (10,125 SF)
 - Building 2 – Restaurant/Retail Building (12,950 SF)

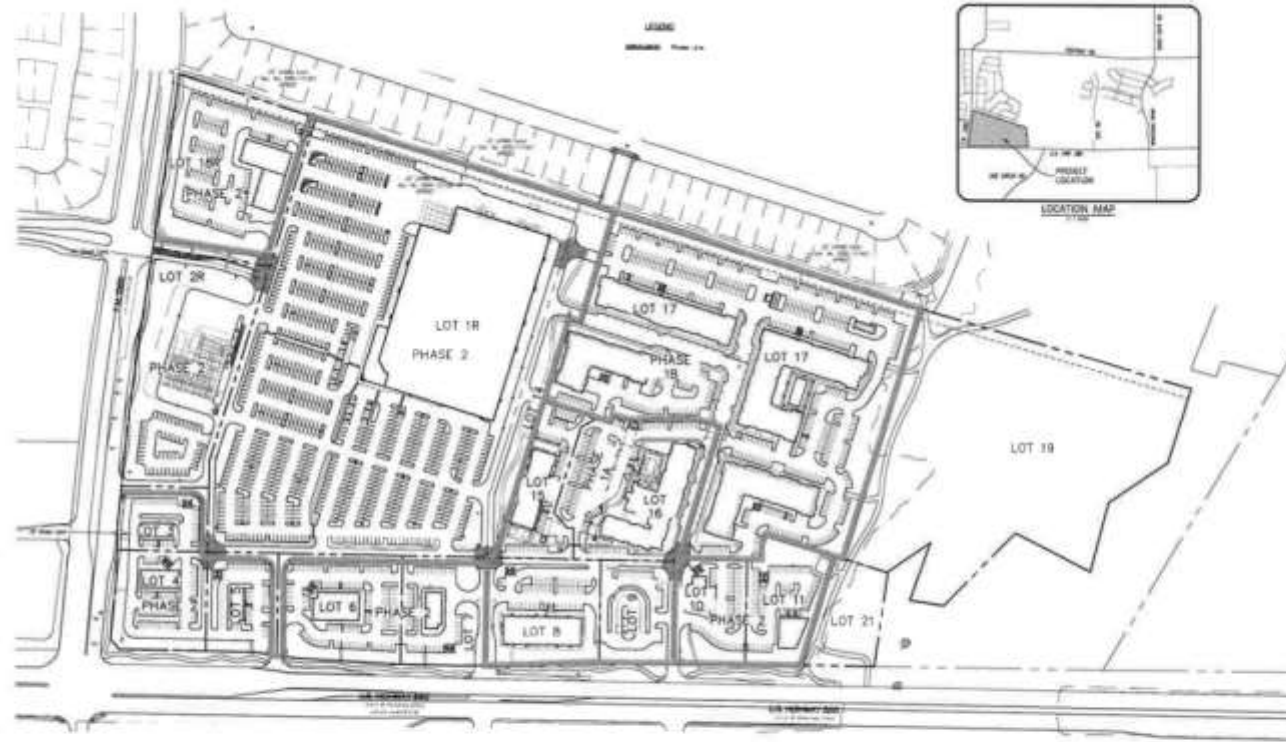
History:

- Approved conceptual plan in Planned Development-94 showed similar configuration of Lot 18R.





PD-94 Conceptual Plan



TOWN OF PROSPER CASE NO. 223-002
Exhibit B-1
WestSide
 BEING 6370 ACRES OF LAND (CHURCH)
 6370 ACRES (NET)
 IN THE B. DODGE SURVEY, ABSTRACT NO. 88 &
 IN THE J. GONZALES SURVEY, ABSTRACT NO. 447 &
 IN THE P. JAMES SURVEY, ABSTRACT NO. 19 &
 IN THE B. TAYLOR SURVEY, ABSTRACT NO. 107 &
 IN THE J. JAMES SURVEY, ABSTRACT NO. 107 &
 IN THE ANGUS JAMISON SURVEY
 TOWN OF PROSPER, DENTON COUNTY, TEXAS

DESIGNED BY
 J. J. JAMES & SONS, INC.
 10000 West 10th Street, Suite 100
 Dallas, Texas 75244
 Phone: (214) 343-1111
 Fax: (214) 343-1112
 Email: j.james@jjj.com
 Website: www.jjj.com

ENGINEERED BY
 J. J. JAMES & SONS, INC.
 10000 West 10th Street, Suite 100
 Dallas, Texas 75244
 Phone: (214) 343-1111
 Fax: (214) 343-1112
 Email: j.james@jjj.com
 Website: www.jjj.com

APPROVED BY
 J. J. JAMES & SONS, INC.
 10000 West 10th Street, Suite 100
 Dallas, Texas 75244
 Phone: (214) 343-1111
 Fax: (214) 343-1112
 Email: j.james@jjj.com
 Website: www.jjj.com

Victory at Frontier

Block A, Lots 1, 3, 4, 5, 7, 8, & 9

(DEVAPP-25-0014)

Information

Purpose:

- Construct two restaurant/retail buildings, one health studio, parking, and open space with a building area totaling 139,165 square feet.
 - Lot 3 – Health Studio (105,800 SF) * **No Frontage Onto Public ROW** *
 - Lot 5 – Parking (7-Eleven)
 - Lot 8 – Restaurant/Retail Buildings (33,365 SF)
 - Lot 9 – Open Space (Floodplain) * **No Frontage Onto Public ROW** *

Information Cont.

Inclusion of Additional Lots:

- The following lots are included in the preliminary site plan as they are being altered by the new development.
 - Lot 1 – Point of Access to Lot 3 (Health Studio)
 - Lot 4 – Point of Access to Lot 3 (Health Studio)
 - Lot 6 – Boundary Adjustment

Information Cont.

History:

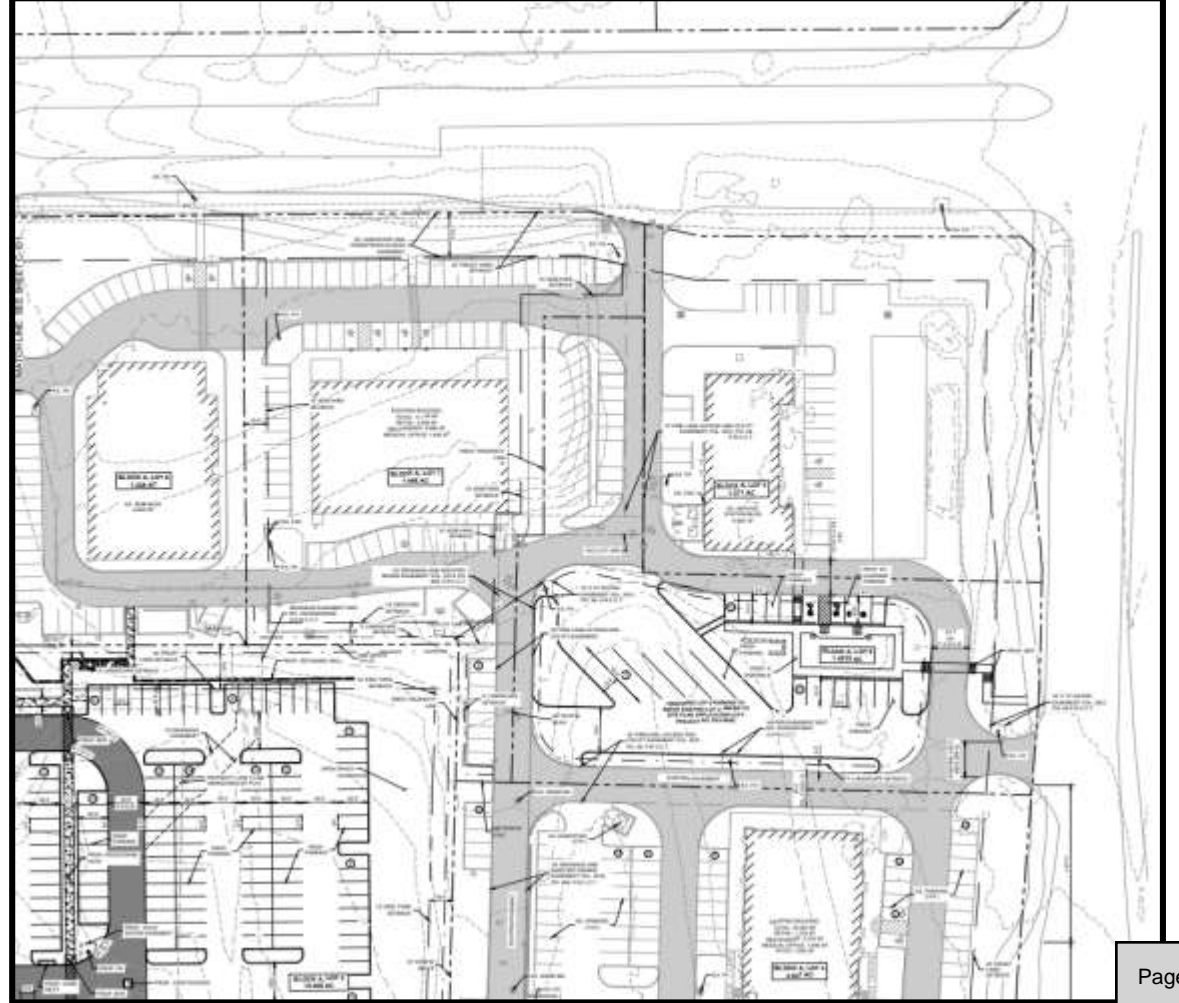
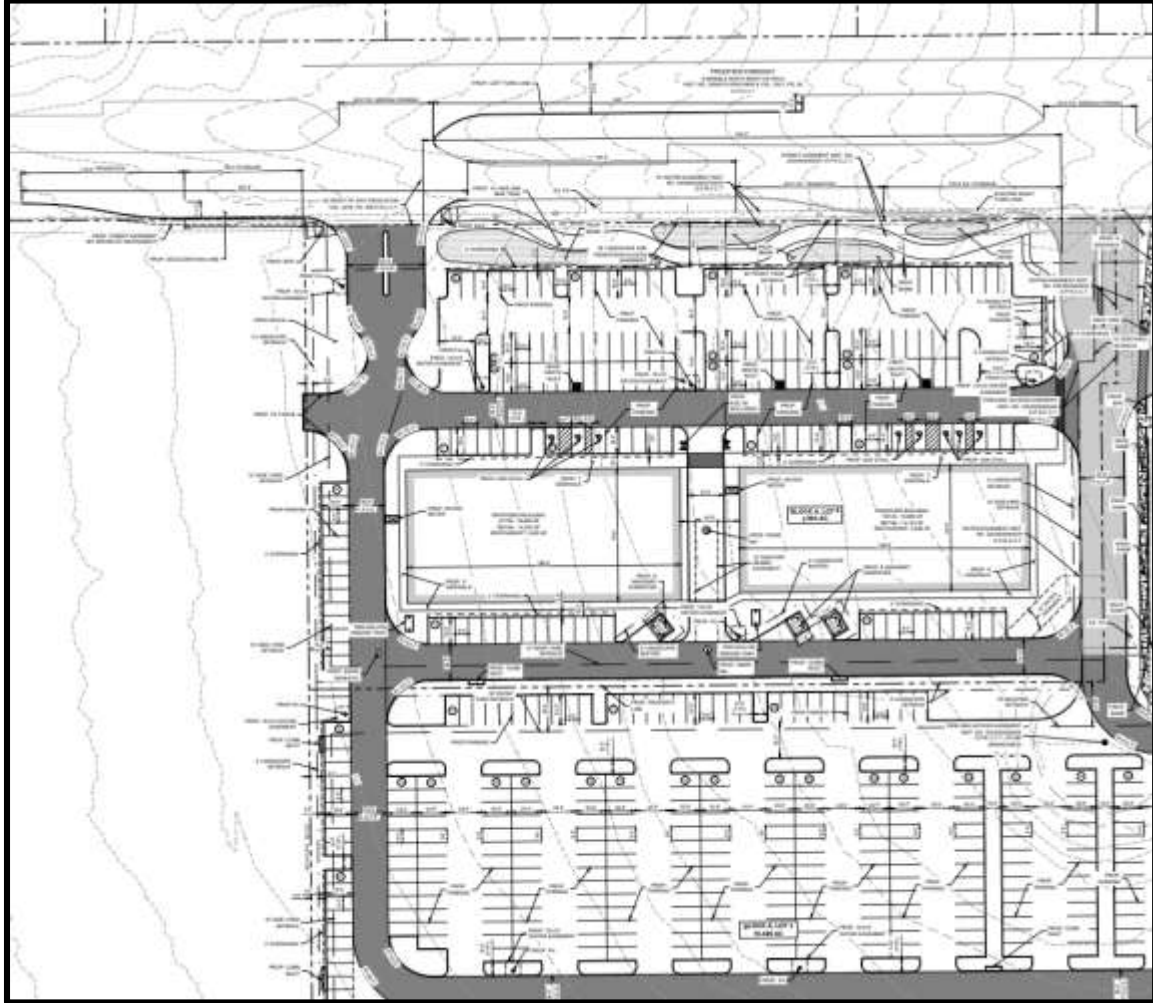
- A revised preliminary site plan (D21-0064) was approved by the Planning & Zoning Commission on September 21, 2021.
 - Lot 3 – Singular Lot (Lots 3, 5, and 8)
 - Lot 5 – Alternate Boundary Configuration
- A site plan for Lot 5 (DEVAPP-24-0095) was approved by the Planning & Zoning Commission on September 3, 2024.
 - Boundary matched expired preliminary site plan (D21-0064).

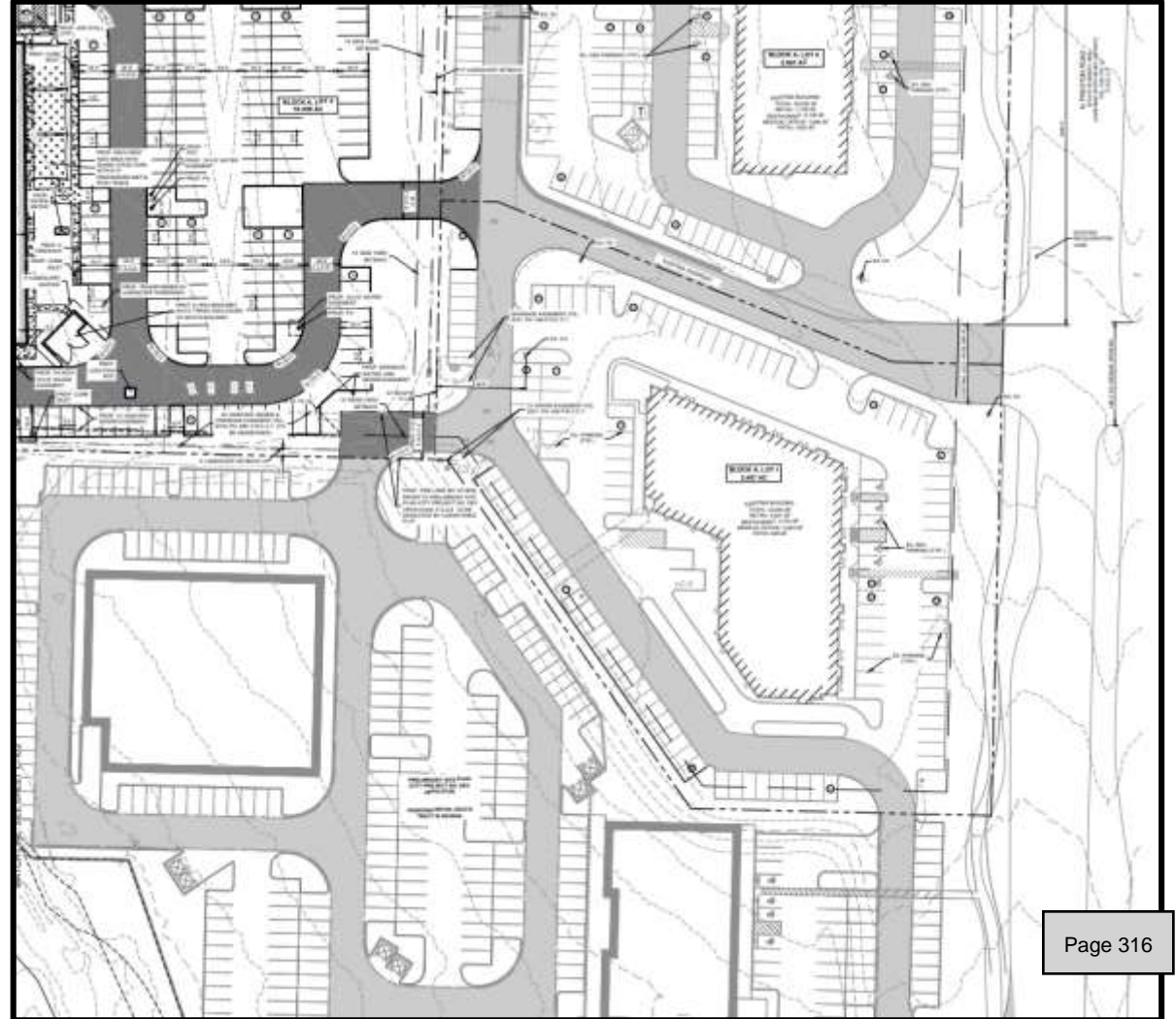
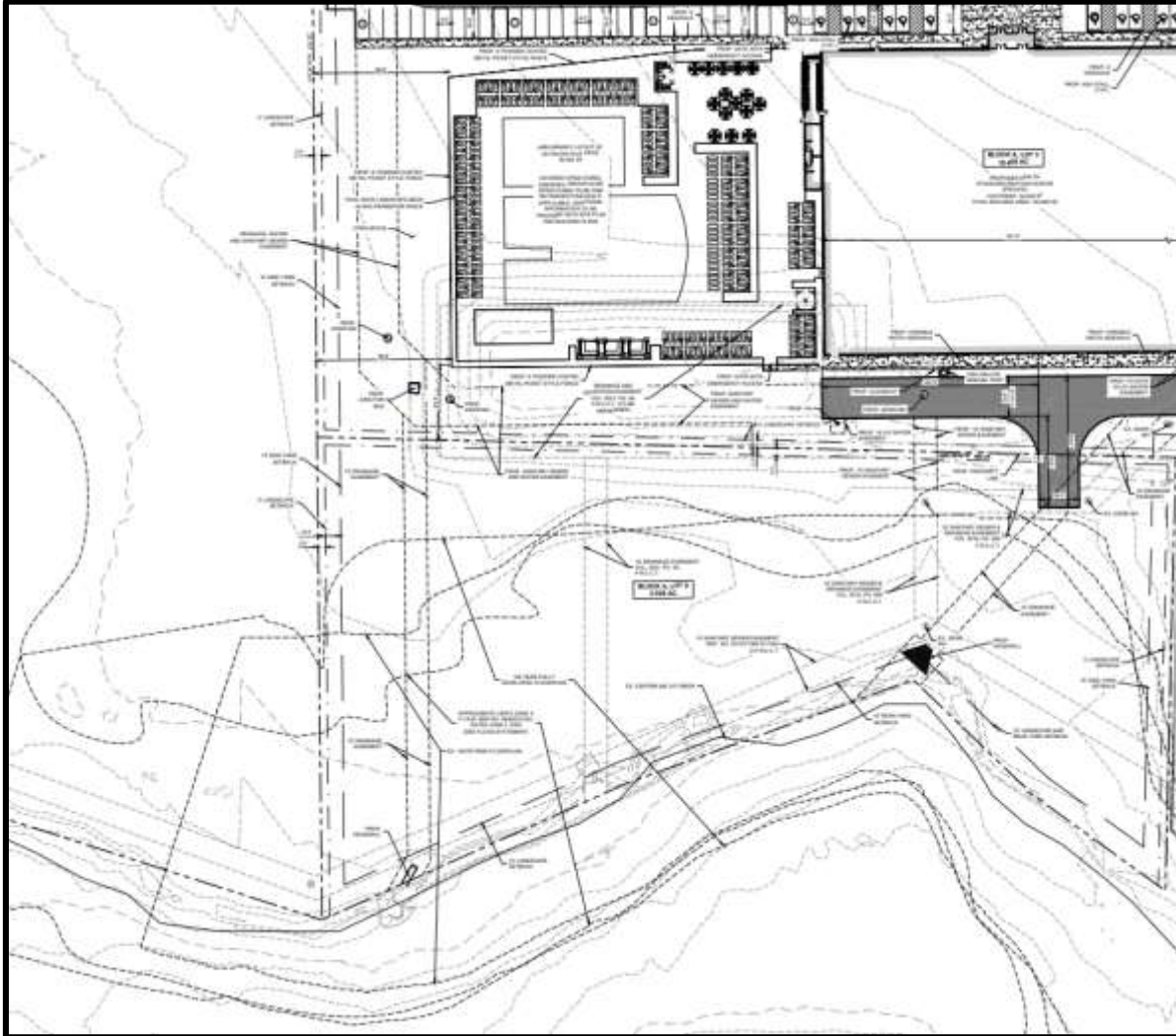
Information Cont.

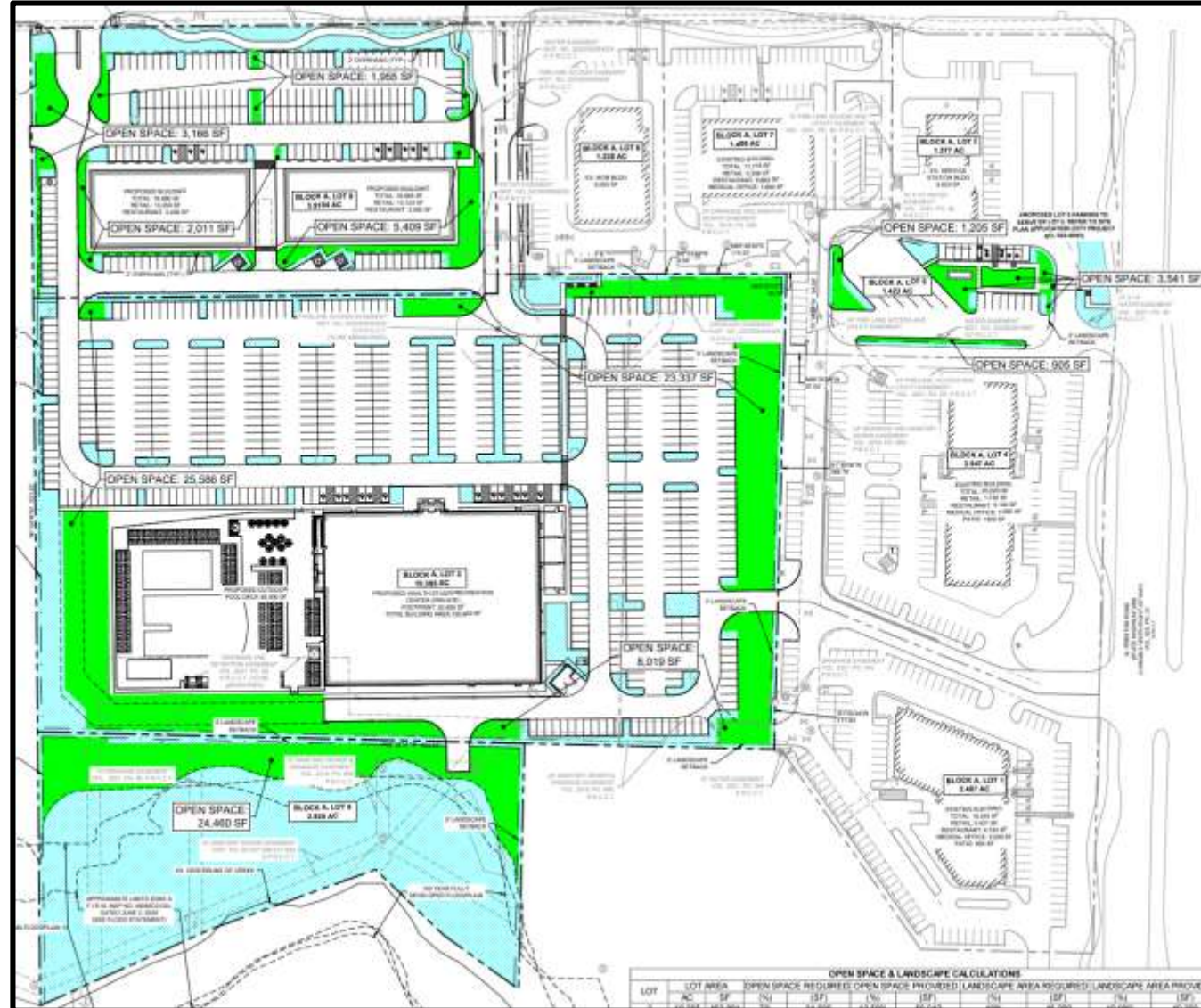
Conditions of Approval:

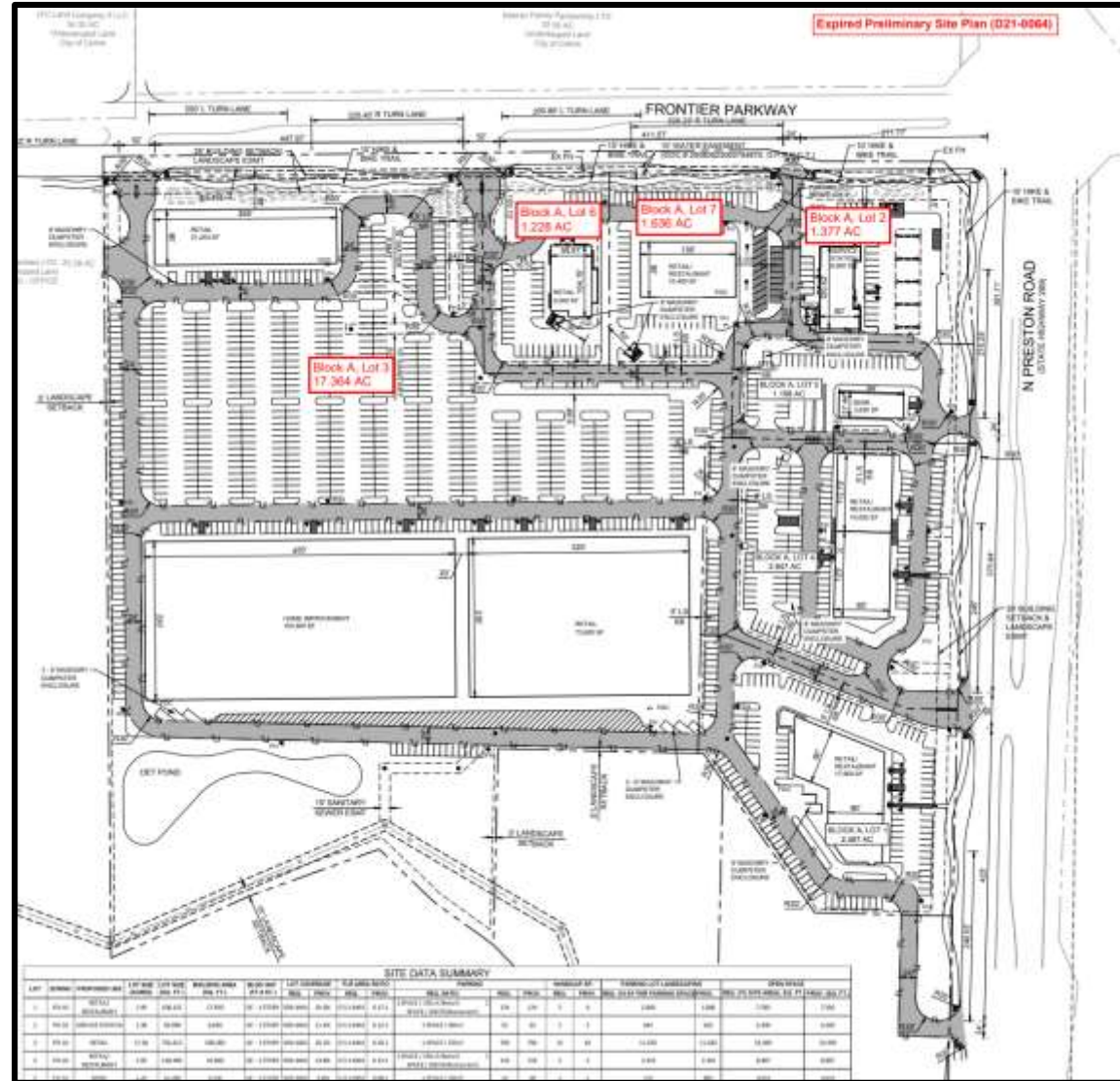
- Town Council approval of a waiver of lot frontage along a public right-of-way for Lot 3.











Prosper Center Block A, Lots 10-11 (DEVAPP-25-0041)

Information

Purpose:

- Construct two restaurant/retail buildings and one medical office building totaling 38,855 square feet.
 - Lot 10 – Medical Office (16,655 SF)
 - Lot 11 – Restaurant/Retail Buildings (22,200 SF)

History:

- A preliminary site plan (DEVAPP-24-0033) was approved by the Planning & Zoning Commission on May 21, 2024.
 - Lots 10-12 – Three Lots (Lots 10-11)
 - Shared fire lane between Lots 10-11 converted into a drive aisle.

