Agenda

Prosper Town Council Meeting
Prosper Town Hall, Council Chambers
250 W. First Street, Prosper, Texas
Tuesday, October 27, 2026
6:15 PM

Welcome to the Prosper Town Council Meeting.

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

Addressing the Town Council:

Those wishing to address the Town Council must complete the appropriate 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 filed 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 may not deliberate or vote on any matter that does not appear on the agenda. The Town Council, however, may provide statements of fact regarding the topic, request the topic be included as part of a future meeting, and/or refer the topic to Town staff for further assistance.

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

Call to Order/ Roll Call.

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

Announcements of recent and upcoming events.

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

1. Consider and act upon the minutes of the October 13, 2026, Town Council Regular meeting. (MLS)

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

3. Consider and act upon a Resolution ratifying and adopting amendments made to the Dallas North Tollway Development Standards. (MLS)

4. Consider and act upon approving an Ordinance amending Article 6.03, “Maintenance of Property,” of Chapter 6, Health and Sanitation, of the Code of Ordinances of the Town of Prosper, by amending the definition of Agricultural Property to comply with recent amendments to the Texas Agriculture Code, and correcting scrivener’s errors. (MB)

5. Consider and act upon approving the purchase of RH Borden Wastewater Inflow & Infiltration Study for the Wastewater Division of Public Works in the amount of $90,000; and authorizing the Town Manager to execute documents for same. (JR)

6. Consider and act upon the purchase of bunker gear and protective clothing from North American Fire Equipment, Inc., DBA NAFECO, through BuyBoard Contract #798-26, in the amount of $97,813.62. (SB)

7. Consider and act upon approving the purchase of 32 SCBA Air Cylinders from Municipal Emergency Services through the Sourcewell SCBA Contract #011824-MES in an amount not to exceed $51,746.69. (SB)

8. Consider and act upon approving the purchase of one (1) 2026 Chevrolet Silverado 1500 Crew Cab Truck with Equipment Install for $72,723 from Caldwell Country Chevrolet utilizing Buy Board Contract #724-23 and one (1) 2026 Chevrolet Silverado 1500 Crew Cab with Equipment Install from Caldwell Country Chevrolet for $43,002, utilizing Buy Board Contract #724-23. (BB)

9. Consider and act upon approving Change Order No. 1 for CSP NO. 2026-04-B to Mario Sinacola & Sons Excavating, Inc., related to construction services for the First Street (DNT - Coleman) project; and authorizing the Town Manager to execute Change Order No. 1 for $256,520. (AT)

10. Consider and act upon authorizing the Town Manager to execute a Professional Engineering Services Agreement between Garver, LLC., and the Town of Prosper, Texas, related to the design of the La Cima Boulevard and First Street roundabout and the Richland Boulevard and Lakewood Drive roundabout in the amount of $765,913. (AT)

11. Consider and act upon authorizing the Town Manager to execute a Professional Engineering Services Agreement between Halff Associates, Inc., and the Town of Prosper, Texas, related to the design of the DNT NB Frontage Road Repairs project for $98,700. (HW)

12. Consider and act upon authorizing the Town Manager to execute a Professional Services Agreement between Beyond Engineering and Testing, LLC, and the Town of Prosper, Texas, related to professional construction materials testing and observation services for the DNT NB Frontage Road Repairs project in the amount of $113,034.91.

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 “Citizen Comment Request Form” and present it to the Town Secretary prior to the meeting. Comments are limited up to three minutes with a cumulative total for Citizens’ Comments not to exceed 15 minutes.

REGULAR AGENDA:

Pursuant to Section 551.007 of the Texas Government Code, any individuals wishing to address the Council during a Public Hearing item, will be recognized when the public hearing is opened. A "Public Comment Request Form" must be completed and presented to the Town Secretary prior to the meeting. Comments are limited up to three minutes. If multiple individuals wish to speak, 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. Comments during a public hearing are limited to a cumulative total of 60 minutes for those in favor of an item, and 60 minutes for those in opposition to an item.

Items for Individual Consideration:

13. Conduct a Public Hearing and consider and act upon a request to amend a portion of Planned Development-42 (Tract 16) and rezone a portion of a Commercial Tract (Tract 17) to create a Mixed-Use Planned Development on the Collin County School Land Survey, Abstract No. 147 and J. Yarnell Survey, Abstract No. 1038, Tracts 16 and 17, on 143.0± acres, located on the northeast corner of Dallas Parkway and University Drive. (ZONE-26-0009) (DH)

14. Consider and act upon authorizing the Town Manager to execute a Construction Agreement to Mario Sinacola & Sons Excavating, Inc., related to construction services for the DNT NB Frontage Road Repairs and Frontier Parkway Improvements at DNT project in the amount of $9,663,737 and authorize $400,000 for construction phase contingencies. The total purchase order amount is $10,063,737. (HW)

15. 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 551.074 - To discuss and consider appointments to the TIRZ 1 and TIRZ 2, and all matters incident and related thereto.

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

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

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

Adjourn.

CERTIFICATION

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted at Prosper Town Hall, located at 250 W. First Street, Prosper, Texas 75078, a place convenient and readily accessible to the general public at all times, and said Notice was posted on Wednesday, October 21, 2026, and remained so posted at least three (3) business days before said meeting was convened.

_____ _____

Michelle Lewis Sirianni, Town Secretary Date Notice Removed

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

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

MINUTES

Prosper Town Council Meeting
Prosper Town Hall, Council Chambers
250 W. First Street, Prosper, Texas
Tuesday, October 13, 2026

Call to Order/ Roll Call.

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

Council Members Present:
Mayor David F. Bristol
Mayor Pro-Tem Amy Bartley
Deputy Mayor Pro-Tem Chris Kern
Councilmember Marcus E. Ray
Councilmember Craig Andres
Councilmember Doug Charles
Councilmember Cameron Reeves

Staff Members Present:
Mario Canizares, Town Manager
Terry Welch, Town Attorney
Michelle Lewis Sirianni, Town Secretary
Bob Scott, Deputy Town Manager
Chuck Ewings, Assistant Town Manager
Robyn Battle, Executive Director
Tony Luton, Human Resources Director
David Hoover, Development Services Director
Carrie Jones, Public Works Director
Stephen Tanner, Community Engagement & Experiences Director
Derrick Jackson, Communications Supervisor
David Angeles, Parks and Recreation Director
Marsa Wages, Utility Customer Service Administrator
Stuart Blasingame, Fire Chief
Leigh Johnson, IT Director
Ryan Pasko, IT Specialist II

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

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

Announcements of recent and upcoming events.

Councilmember Reeves made the following announcements:

Active adults are invited to join Mayor Bristol on Wednesday, October 14 from 11:00 a.m. to 1:00 p.m. at the LDS Church located at 970 Coit Road for a luncheon to hear about what's happening in Prosper. Reservation is requested. Learn more by visiting the Special Events page on the Town's website.

The Prosper Community Library is hosting a Halloween story time and pumpkin decorating at Calloway's in the Gates of Prosper on Saturday, October 17 at 11 a.m. Come in your Halloween costume to receive a complimentary pumpkin per child. All ages are welcome.

Join us on Saturday, October 17 from 4:00 to 8:00 p.m. at Frontier Park for Celebrate Prosper. This year will be a Hometown Harvest Fair filled with fall fun, community service, music, food, and of course, pumpkins. Learn more by visiting www.prospertx.gov/celebrateprosper.

The Prosper Veterans Day Honor Run returns on Saturday, November 7, with a 5K, 10K, and Fun Run race options. This annual event brings the community together to honor the brave men and women who have served in the United States Armed Forces. Register by October 25 to receive an event T-shirt and finisher medal. Choose your distance, sign up, and join the community for this patriotic tradition. Visit prospertx.gov/honorrun for more information.

Mayor Pro-Tem Bartley recognized Josie in Utility Customer Service for going above and beyond assisting a resident with their utility bill.

Mayor Bristol announced the food donations being accepted at Celebrate Prosper in partnership with the Children's Hunger Fund.

Mr. Tanner introduced Derrick Jackson, newly hired Communications Supervisor.

CONSENT AGENDA:

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

1. **Consider and act upon the minutes of the September 22, 2026, Town Council Work Session meeting. (MLS)**

2. **Consider and act upon the minutes of the September 22, 2026, Town Council Regular meeting. (MLS)**

3. **Consider and act upon Ordinance 2026-45 amending Article 4.02, "Alcoholic Beverages," of Chapter 4, "Business Regulations," of the Town's Code of Ordinances by adding a new Division 3, "Hours of Operation." (RB)**

4. **Consider and act upon Ordinance 2026-46 repealing existing Article 13.06, "Illegal Water Connections; Theft of Water," and Article 13.07, "Utility Bills," of the Code of Ordinances and replacing them with a new Article 13.06, "Illegal Water Connections; Theft of Water," and Article 13.07, "Utility Bills." (MW)**

5. **Consider and act upon approval of a Professional Services Agreement with Can Do Racquet Sports for recreation program instructor services. (DA)**

6. **Consider and act upon the purchase of one (1) ODRA MT4H Mechanical Road Sweeper for the Public Works Department utilizing Sourcewell Contract Number 062425-ODRA totaling $282,635. (CJ)**

7. **Consider and act upon approving the purchase of one (1) John Deere 50P mini excavator from RDO Equipment Co. for the Water Division of Public Works in the amount of $120,636.61; and authorize the Town Manager to execute documents for same. (CJ)**

8. **Consider and act upon authorizing the Town Manager to approve the purchase of one (1) Standard LX Gas Valve Maintenance Trailer from Wachs Utility Products**

DRAFT

for the Water Division of Public Works in the amount of $95,857.50 and authorize the Town Manager to execute documents for same. (CJ)

9. **Consider and act upon the purchase of one (1) Hydra-Stop Insertion Valve Tapping Machine and valves for the Water Division of Public Works in the amount of $162,060 and authorize the Town Manager to execute documents for same. (CJ)**

10. **Consider and act upon an annual fixed-price agreement for the purchase of Hydrogen Sulfide Odor Control Technology for the Town's wastewater system, at the unit prices guaranteed, from Helix Laboratories, Inc., a sole source provider. (CJ)**

11. **Consider and act upon approving the purchase of one (1) Chevrolet 2500HD with a Utility Bed and two (2) Chevrolet Silverado 1500 4WD Crew Cab trucks for the Public Works Department from Caldwell Country Chevrolet II, LLC utilizing the Buy Board Contract Number 724-23 in the amount of $158,723 and authorizing the Town Manager to execute documents for same. (CJ)**

12. **Consider and act upon approving the annual renewal of the Town's cloud email security platform, through SHI Government Solutions, Inc., utilizing the Texas Department of Information Resources (DIR) Purchasing Contract, for $57,024; and authorizing the Town Manager to execute documents for same. (LJ)**

13. **Consider and act upon approving the annual license renewal of the Town's virtual server cluster platform, through SHI Government Solutions, Inc., utilizing a Texas Department of Information Resources (DIR) Purchasing Contract, for $68,952; and authorizing the Town Manager to execute documents for same. (LJ)**

14. **Consider and act upon approving the purchase of pharmaceuticals and emergency medical supplies from Bound Tree Medical, LLC, at the unit prices bid through a City of Midlothian contract in an amount not to exceed $125,000. (SB)**

15. **Consider and act upon approving funding for expenses of scheduled and unscheduled maintenance and repairs by Allsource Enterprises LLC, DBA Safe Industries to fire department apparatus through BuyBoard Contract 746-24 with an expenditure not to exceed $175,000. (SB)**

16. **Consider and act upon approving funding for expenses of scheduled and unscheduled maintenance and repairs by Siddons-Martin Emergency Group, LLC for the Fire Department apparatus, including fire engines and aerial trucks, in an amount not to exceed $50,000. (SB)**

17. **Consider and act upon approving the purchase of uniforms from Galls LLC, through the North Texas Share First Responder Uniforms Contract #2021-073 in an amount not to exceed $90,000. (SB)**

18. **Consider and act upon Ordinance 2026-47 to abandon a portion of County Road 933 right-of-way associated with the Mirabella Phase 1 development, located west of the intersection of County Road 933 and Custer Road. (MISC-26-0001) (DH)**

Councilmember Ray requested to pull item 6.

Councilmember Ray made a motion to approve consent agenda items 1 through 5 and 7 throuth 18. Mayor Pro-Tem Bartley seconded the item. Motion carried unanimously.

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In regard to item 6, Ms. Jones provided a brief presentation regarding the Town's Street Sweeping Program, and the areas of town that will be swept by the town's contractor and one's that will done in-house.

Councilmember Ray made a motion to approve item 6. Councilmember Reeves seconded the motion. Motion carried unanimously.

CITIZEN COMMENTS

No comments were made.

Items for Individual Consideration:

19. Conduct a Public Hearing and consider and act upon a request for a rezoning from Agriculture to Planned Development for Light Industrial Buildings on Collin County School Land Survey 12, Abstract 147, Tract 179, on 2.0± acres, located on the west side of Business Park Drive and 1,095± feet south of First Street. (ZONE-26-0004) (DH)

Mr. Hoover introduced the item noting that the Planning and Zoning Commission met on September 15 to consider this item and was denied with a split vote by the commissioners. Since that time, questions have been brought to staff. Therefore, staff is requesting the Town Council remand back to the Planning and Zoning Commissioners to their November 3 meeting to address these questions. Staff has spoken to the applicant, and they are in agreement with request.

Mayor Pro-Tem Bartley made a motion to remand a request for a rezoning from Agriculture to Planned Development for Light Industrial Buildings on Collin County School Land Survey 12, Abstract 147, Tract 179, on 2.0± acres, located on the west side of Business Park Drive and 1,095± feet south of First Street back to the November 3, 2026, Planning and Zoning Commission meeting. Councilmember Charles seconded the motion. Motion carried unanimously.

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

Legislative Subcommittee: Councilmember Andres noting they discussed the upcoming mid-term election, the legislative agenda, and visits. Mayor Bristol added that Early Voting begins Monday, October 19 and on Tuesday, October 20, the Speaker of the Texas House will be at Town Hall from 9:00 a.m. to 11:00 a.m. encouraging citizens to vote.

Downtown Advisory Committee: Councilmember Reeves noted they received updates regarding the recent Business Alliance meeting, plaze updates regarding the tree removal, and event updates.

Capital Improvement Projects: Mayor Pro-Tem Bartley noted they received project updates including ones at Rayond Community Park.

Community Engagement Committee: Mayor Pro-Tem Bartley noted the newly appointed members were sworn in and updates were received from the CEC subcommittee's.

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

No comments were made.

DRAFT

EXECUTIVE SESSION:

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

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

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

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

Section 551.074 - To discuss and consider appointments to the Town Council Subcommittees.

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

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

The Town Council recessed into Executive Session at 6:41 p.m.

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

The Town Council reconvened into Regular Session at 7:49 p.m.

Mayor Pro-Tem Bartley made a motion to dissolve the Council Technology/VERF Subcommittee and reinstate the Council EDC Bylaws Subcommittee by reappointing Mayor Bristol, Mayor Pro-Tem Bartley and Deputy Mayor Pro-Tem Kern. Deputy Mayor Pro-Term Kern seconded the motion. Motion carried unanimously.

Adjourn.

The meeting was adjourned at 7:50 p.m.

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

APPROVED:

_____

David F. Bristol, Mayor

ATTEST:

_____

Michelle Lewis Sirianni, Town Secretary

DRAFT

TOWN OF PROSPER
A Place Where Everyone Matters

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 September Monthly Financial Report for Fiscal Year 2026 (CL)**

Town Council Meeting – September 27, 2026

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

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Agenda Item:
Consider acceptance of the September monthly financial report for fiscal year 2026. (CL)

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

Budget Impact:
There is no budgetary impact affiliated with this item.

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

Attached Documents:
1. Monthly Financial Report – September 30, 2026
2. Fourth Quarter Financial Summary

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

Proposed Motion:
I move to accept the September Monthly Financial Report for Fiscal Year 2026 in compliance with charter requirements.

TOWN OF PROSPER
A Place Where Everyone Matters



MONTHLY FINANCIAL REPORT
as of September 30, 2026
Cash/Budgetary Basis

Prepared by
Finance Department

October 27, 2026

TOWN OF PROSPER, TEXAS

MONTHLY FINANCIAL REPORT
September 2026

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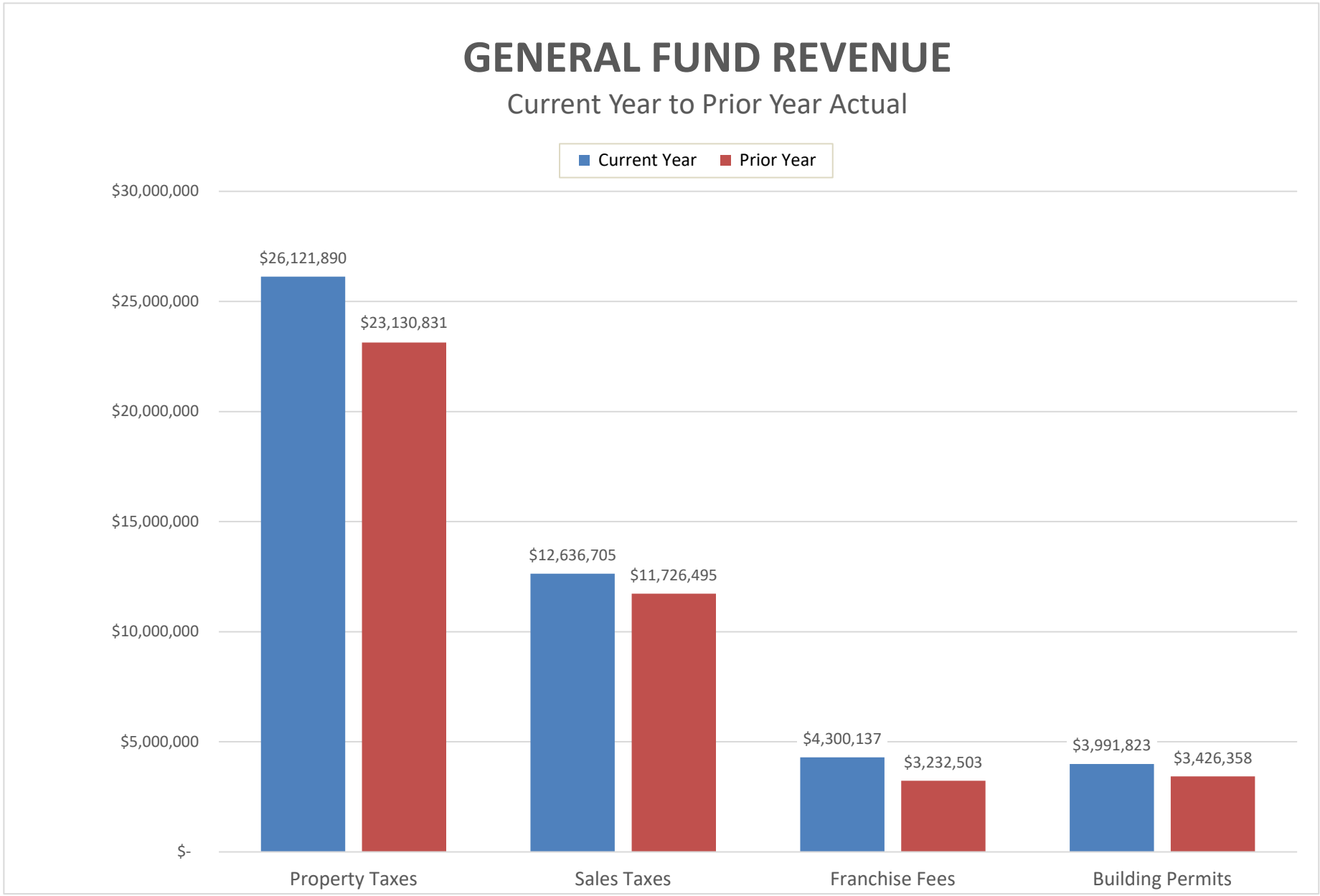
TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
September 30, 2026
Expected Year to Date Percent 100.0%

GENERAL FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actuals	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actuals	Change from Prior Year
REVENUES										
Property Taxes	$ 26,277,088	$ 46,399	$ 26,323,487	$ 26,121,890	$ -	$ 201,597	99%	1	$ 23,130,831	13%
Sales Taxes	13,199,055	(379,055)	12,820,000	12,636,705	-	183,295	99%		11,726,495	8%
Franchise Fees	4,685,174	68,678	4,753,852	4,300,137	-	453,715	90%	2	3,232,503	33%
Building Permits	5,193,641	(1,266,760)	3,926,881	3,991,823	-	(64,942)	102%		3,426,358	17%
Other Licenses, Fees & Permits	2,640,606	(510,138)	2,130,468	1,453,220	-	677,248	68%		1,979,637	-27%
Charges for Services	1,577,152	262,739	1,839,891	1,768,231	-	71,660	96%		1,753,048	1%
Fines & Warrants	581,144	95	581,239	647,412	-	(66,173)	111%		532,094	22%
Intergovernmental Revenue (Grants)	1,796,663	228,892	2,025,555	626,416	-	1,399,139	31%		273,218	129%
Interest Income	750,000	250,000	1,000,000	977,526	-	22,474	98%		641,724	52%
Miscellaneous	332,071	243,624	575,695	586,598	-	(10,903)	102%		346,058	70%
Park Fees	818,041	25,188	843,229	768,580	-	74,649	91%		706,290	9%
Transfers In	10,389,929	406,838	10,796,767	10,531,594	-	265,173	98%	4	1,478,696	612%
Total Revenues	$ 68,240,564	$ (623,500)	$ 67,617,064	$ 64,410,132	$ -	$ 3,206,932	95%		$ 49,226,952	31%
EXPENDITURES										
Administration	$ 12,177,072	$ (1,017,361)	$ 11,159,711	$ 10,627,142	$ 131,213	$ 401,355	96%		$ 10,701,609	-1%
Police	17,724,406	(184,586)	17,539,820	16,502,396	229,873	807,552	95%	3	10,788,678	53%
Fire/EMS	15,945,810	177,430	16,123,240	16,372,631	229,682	(479,073)	103%	3	10,779,472	52%
Public Works	5,512,375	(322,299)	5,190,076	4,336,377	219,872	633,827	88%		4,407,388	-2%
Community Services	9,346,688	(451,958)	8,894,730	8,097,719	367,135	429,875	95%		7,712,261	5%
Development Services	4,083,700	(45,481)	4,038,219	3,873,393	106,324	58,502	99%		3,798,617	2%
Engineering	2,708,971	(131,017)	2,577,954	2,563,315	-	14,639	99%		2,478,636	3%
Transfers Out	710,000	14,859	724,859	724,858	-	1	100%		1,801,000	-60%
Total Expenses	$ 68,209,022	$ (1,960,413)	$ 66,248,609	$ 63,097,832	$ 1,284,100	$ 1,866,677	97%		$ 52,467,662	20%
REVENUE OVER (UNDER) EXPENDITURES	$ 31,542	$ 1,336,913	$ 1,368,455	$ 1,312,300					$ (3,240,710)	
Beginning Fund Balance October 1			10,828,123	10,828,123					13,226,939	
Ending Fund Balance*			$ 12,196,578	$ 12,140,423					$ 9,986,229	

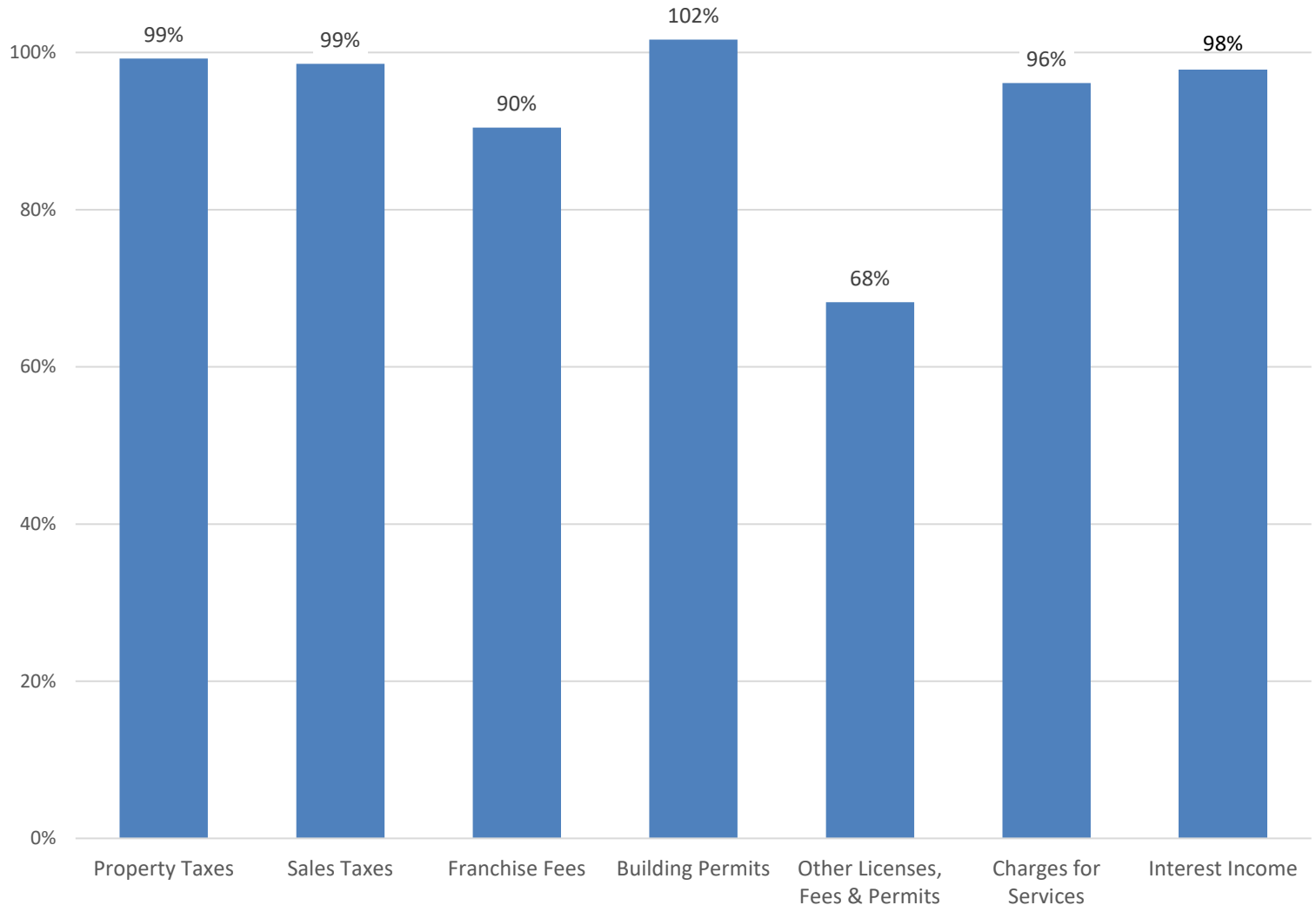
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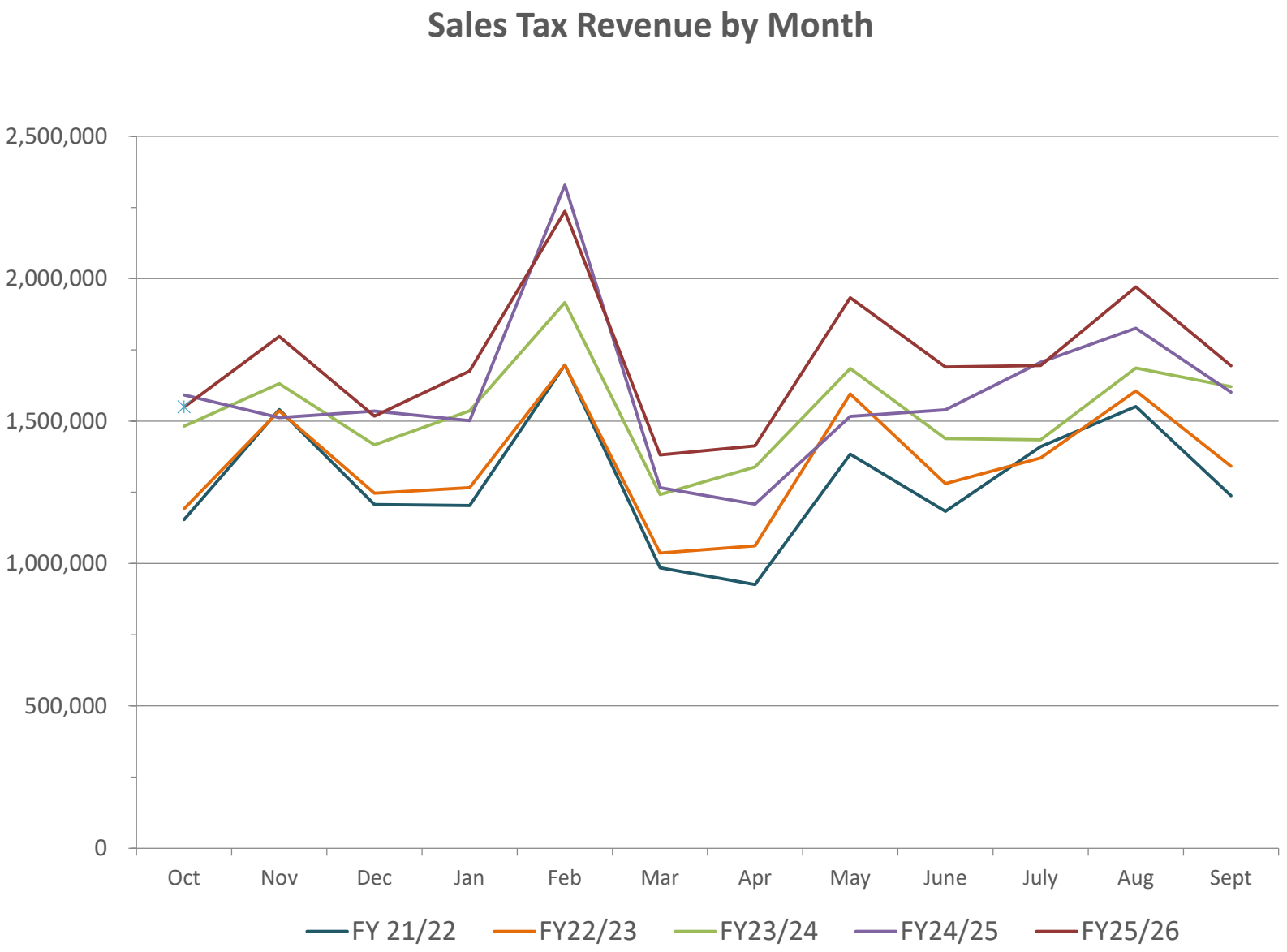
1 Property taxes are billed in October and a majority of collections occur December through February. TIRZ transfer made in May.
2 Franchise fees and other various license and fees are paid quarterly or annually.
3 Higher amounts vs prior years due to Special Purpose District salaries being moved to General Fund. Offset by Transfers In.
4 Increase in Transfers In vs prior year related to transfers from Capital Project and Special Purpose District funds for salaries.
* Fund Balance Contingency per Charter and Reserve for FY26 = $11,821,706 (21%).


GENERAL FUND REVENUE
Current Year to Prior Year Actual
Current Year
Prior Year
$30,000,000
$25,000,000
$20,000,000
$15,000,000
$10,000,000
$5,000,000
$-
$26,121,890
$23,130,831
$12,636,705
$11,726,495
$4,300,137
$3,232,503
$3,991,823
$3,426,358
Property Taxes
Sales Taxes
Franchise Fees
Building Permits

GENERAL FUND REVENUE

Year to Date Percentage of Budget




Sales Tax Revenue by Month
2,500,000
2,000,000
1,500,000
1,000,000
500,000
0
Oct
Nov
Dec
Jan
Feb
Mar
Apr
May
June
July
Aug
Sept
FY 21/22
FY22/23
FY23/24
FY24/25
FY25/26

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
September 30, 2026
Expected Year to Date Percent 100.0%

DEBT SERVICE FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Property Taxes-Delinquent	$ 75,000	$ (13,000)	$ 62,000	$ 11,011	$ -	$ 50,989	18%	4	$ 51,409	-79%
Property Taxes-Current	20,684,204	610	20,684,814	20,698,461	-	(13,647)	100%	1	18,042,622	15%
Taxes-Penalties	40,000	11,906	51,906	72,847	-	(20,941)	140%		68,199	7%
Interest Income	145,000	-	145,000	166,704	-	(21,704)	115%		206,841	-19%
Transfer In	-	-	-	-	-	-	0%		-	0%
Total Revenues	$ 20,944,204	$ (484)	$ 20,943,720	$ 20,949,022	$ -	$ (5,302)	100%		$ 18,369,071	14%
EXPENDITURES										
Professional Services	$ -	$ -	$ -	$ 2,500	$ -	$ (2,500)	0%		$ -	0%
Bond Administrative Fees	20,000	(11,500)	8,500	5,058	-	3,442	60%		5,771	-12%
2014 GO Bond Payment	-	550,000	550,000	550,000	-	-	100%	3	50,000	1000%
2015 GO Bond Payment	1,444,300	-	1,444,300	1,444,300	-	-	100%		1,436,700	1%
2015 CO Bond Payment	-	-	-	-	-	-	0%		495,000	-100%
2016 GO Debt Payment	250,000	-	250,000	250,000	-	-	100%		-	0%
2016 CO Debt Payment	470,000	-	470,000	470,000	-	-	100%		105,000	348%
2017 CO Debt Payment	490,000	-	490,000	490,000	-	-	100%		480,000	2%
2018 GO Debt Payment	170,000	-	170,000	170,000	-	-	100%		160,000	6%
2018 CO Debt Payment	560,000	-	560,000	560,000	-	-	100%	2	520,000	8%
2019 CO Debt Payment	564,212	-	564,212	564,212	-	-	100%		549,266	3%
2019 GO Debt Payment	175,000	-	175,000	175,000	-	-	100%		170,000	3%
2020 CO Debt Payment	445,000	-	445,000	445,000	-	-	100%		430,000	3%
2021 CO Debt Payment	270,000	-	270,000	270,000	-	-	100%		265,000	2%
2021 GO Debt Payment	1,205,000	-	1,205,000	1,205,000	-	-	100%		1,355,000	-11%
2022 GO Debt Payment	1,070,000	-	1,070,000	1,070,000	-	-	100%		1,020,000	5%
2023 GO Debt Payment	1,340,000	-	1,340,000	1,340,000	-	-	100%		1,055,000	27%
2024 GO Debt Payment	1,035,000	-	1,035,000	1,035,000	-	-	100%		2,100,000	-51%
2025 GO Debt Payment	3,150,000	-	3,150,000	3,150,000	-	-	100%		-	0%
Bond Interest Expense	8,506,816	5,352	8,512,168	8,512,166	-	-	100%		8,082,588	5%
Total Expenditures	$ 21,165,328	$ 543,852	$ 21,709,180	$ 21,708,235	$ -	$ 942	100%		$ 18,279,324	19%
REVENUE OVER (UNDER) EXPENDITURES	$ (221,124)	$ (544,336)	$ (765,460)	$ (759,213)					$ 89,747	
Beginning Fund Balance October 1			1,335,683	1,335,683					1,245,232	
Ending Fund Balance Current Month			$ 570,224	$ 576,470					$ 1,334,979	

Notes

1 Property taxes are billed in October and the majority of collections occur December through February.
2 Annual debt service payments are made in February and August.
3 Redemption of the remaining $550,000 completed in November 2025.
4 Recalculation refunds greater than delinquent payments.

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EAST THOROUGHFARE IMPACT FEES FUND

	Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance
REVENUES									
East Thoroughfare Impact Fees		$ 1,200,000	$ -	$ 1,200,000	$ 964,463				
East Thoroughfare Other Revenue		-	-	-	-				
Interest Income		100,000	-	100,000	50,679				
Total Revenues		$ 1,300,000	$ -	$ 1,300,000	$ 1,015,143				
EXPENDITURES									
Developer Reimbursements	$ 250,000	$ 250,000	$ -	$ 250,000	$ -	$ -	$ 250,000	$ -	$ 250,000
Total Developer Reimbursements	$ 250,000	$ 250,000	$ -	$ 250,000	$ -	$ -	$ 250,000	$ -	$ 250,000
Transfer to Capital Project Fund	$ 2,400,000	$ 2,400,000	$ 368,480	$ 2,768,480	$ 2,768,479	$ -	$ -	$ -	$ -
Total Transfers Out	$ 2,400,000	$ 2,400,000	$ 368,480	$ 2,768,480	$ 2,768,479	$ -	$ -	$ -	$ -
Total Expenditures	$ 2,650,000	$ 2,650,000	$ 368,480	$ 3,018,480	$ 2,768,479	$ -	$ 250,000	$ -	$ 250,000
REVENUE OVER (UNDER) EXPENDITURES				$ (1,718,480)	$ (1,753,336)				
Beginning Fund Balance October 1				2,212,875	2,212,875				
Ending Fund Balance Current Month				$ 494,395	$ 459,539				

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WEST THOROUGHFARE IMPACT FEES FUND

	Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance
REVENUES									
West Thoroughfare Impact Fees		$ 4,500,000	$ -	$ 4,500,000	$ 3,121,085				
West Thoroughfare Other Revenue		-	-	-	-				
Interest Income		200,000	-	200,000	203,959				
Total Revenues		$ 4,700,000	$ -	$ 4,700,000	$ 3,325,044				
EXPENDITURES									
Developer Reimbursements									
Pk Place, Prosper Hills, Prosper Meadow	$ 4,014,469	$ 900,000	$ -	$ 900,000	$ 447,922	$ -	$ 452,078	$ 125,492	$ 3,441,055
Parks @ Legacy	6,729,293	-	-	-	407,173	-	(407,173)	6,322,119	-
Star Trail Developer Reimb	6,872,624	-	-	-	-	-	-	6,872,624	-
Legacy Garden Developer Reimb	3,407,300	-	-	-	492,239	-	(492,239)	511,737	2,403,323
DNT Frontier Retail	2,154,348	600,000	-	600,000	270,635	-	329,365	1,343,841	539,872
Total Developer Reimbursements	$ 23,178,034	$ 1,500,000	$ -	$ 1,500,000	$ 1,617,970	$ -	$ (117,970)	$ 15,175,814	$ 6,384,250
Transfer to Capital Project Fund	$ 3,000,000	$ 3,000,000	$ -	$ 3,000,000	$ 2,767,022	$ -	$ 232,978	$ -	$ 232,978
Total Transfers Out	$ 3,000,000	$ 3,000,000	$ -	$ 3,000,000	$ 2,767,022	$ -	$ 232,978	$ -	$ 232,978
Total Expenditures	$ 26,828,034	$ 4,500,000	$ -	$ 4,500,000	$ 4,384,992	$ -	$ 115,008	$ 15,175,814	$ 7,267,228
REVENUE OVER (UNDER) EXPENDITURES				$ 200,000	$ (1,059,948)				
Beginning Fund Balance October 1				6,079,635	6,079,635				
Ending Fund Balance Current Month				$ 6,279,635	$ 5,019,687				

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WATER IMPACT FEES FUND

	Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance
REVENUES									
Impact Fees Water		$ 3,250,000	$ -	$ 3,250,000	$ 2,046,319				
Interest Income		200,000	-	200,000	215,033				
Total Revenues		$ 3,450,000	$ -	$ 3,450,000	$ 2,261,352				
EXPENDITURES									
Developer Reimbursements									
DNT Frontier Retail	$ 343,542	$ 200,000	$ -	$ 200,000	$ -	$ -	$ 200,000	$ 54,252	$ 289,290
Star Trail	3,200,733	500,000	-	500,000	-	-	500,000	3,200,733	-
Victory at Frontier	209,392	68,031	-	68,031	3,821	-	64,210	168,869	36,702
Pk Place, Prosper Hills, Prosper Meadow	1,406,859	1,022,502	-	1,022,502	338,535	-	683,967	-	1,068,324
Total Developer Reimbursements	$ 5,160,526	$ 1,790,533	$ -	$ 1,790,533	$ 342,356	$ -	$ 1,448,177	$ 3,423,854	$ 1,394,316
Transfer to Capital Project Fund	$ -	$ 4,300,000	$ 1,499,905	$ 5,799,905	$ 5,799,905	$ -	$ -	$ -	$ -
Total Transfers Out	$ -	$ 4,300,000	$ 1,499,905	$ 5,799,905	$ 5,799,905	$ -	$ -	$ -	$ -
Total Expenditures	$ 5,160,526	$ 6,090,533	$ 1,499,905	$ 7,590,438	$ 6,142,261	$ -	$ 1,448,177	$ 3,423,854	$ 1,394,316
REVENUE OVER (UNDER) EXPENDITURES				$ (4,140,438)	$ (3,880,909)				
Beginning Fund Balance October 1				7,728,595	7,728,595				
Ending Fund Balance Current Month				$ 3,588,157	$ 3,847,686				

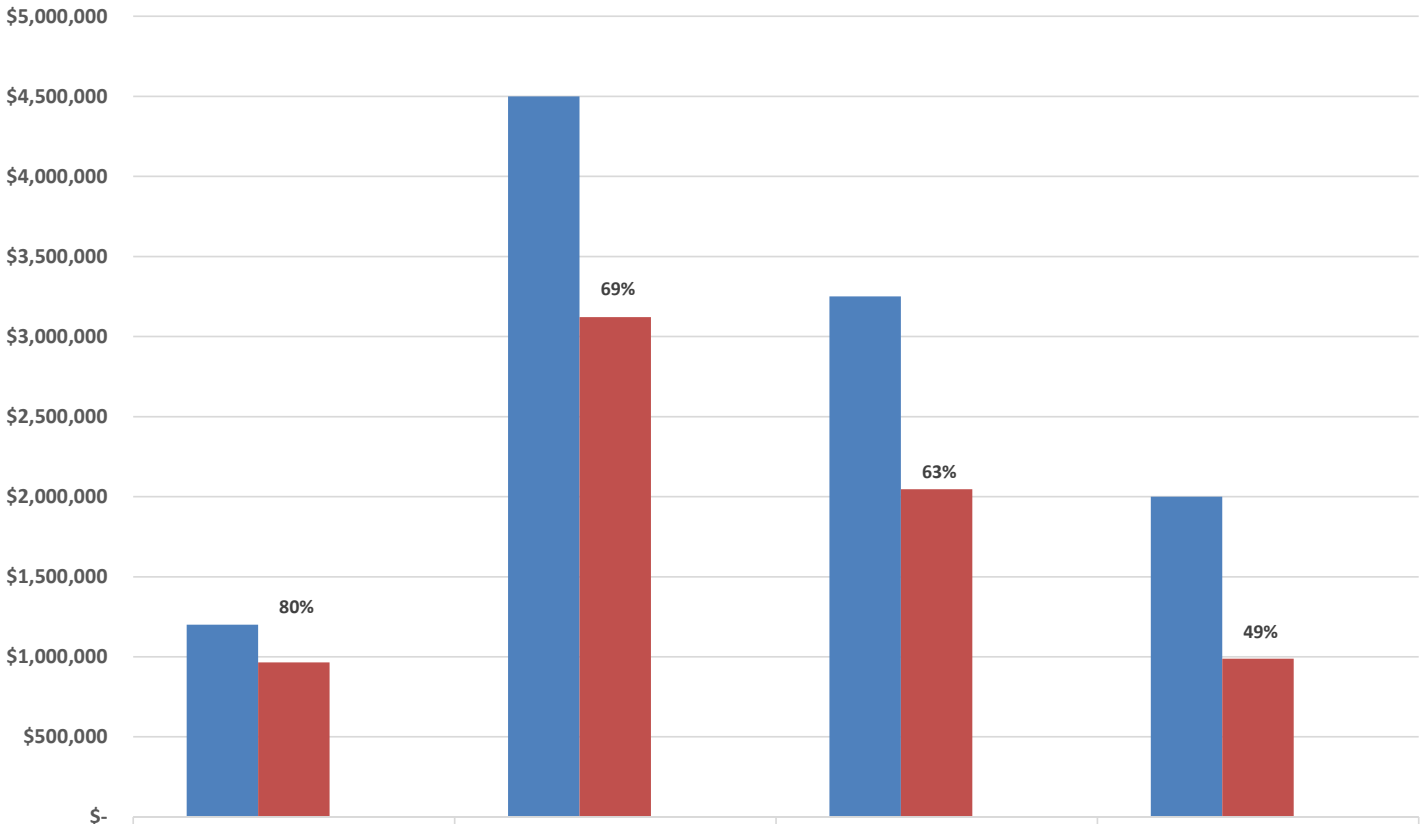
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WASTEWATER IMPACT FEES FUND

	Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance
REVENUES									
Impact Fees Wastewater		$ 2,000,000	$ -	$ 2,000,000	$ 988,464				
Interest Income		100,000	-	100,000	55,018				
Upper Trinity Equity Fee		300,000	-	300,000	134,000				
Total Revenues		$ 2,400,000	$ -	$ 2,400,000	$ 1,177,482				
EXPENDITURES									
Developer Reimbursements									
LaCima Developer Reimb	$ 707,235	$ 308,726	$ -	$ 308,726	$ -	$ -	$ 308,726	$ 414,818	$ 292,417
All Storage Developer Reimb	454,900	150,000	-	150,000	-	-	150,000	54,180	400,720
Pk Place, Prosper Hills, Prosper Meadow	186,169	100,000	-	100,000	-	-	100,000	-	186,169
Total Developer Reimbursements	$ 1,348,304	$ 558,726	$ -	$ 558,726	$ -	$ -	$ 558,726	$ 468,998	$ 879,306
Transfer to Capital Project Fund	$ 2,568,378	$ 2,568,378	$ 476,207	$ 3,044,585	$ 3,044,585	$ -	$ -	$ -	$ -
Total Transfers Out	$ 2,568,378	$ 2,568,378	$ 476,207	$ 3,044,585	$ 3,044,585	$ -	$ -	$ -	$ -
Total Expenditures	$ 3,916,682	$ 3,127,104	$ 476,207	$ 3,603,311	$ 3,044,585	$ -	$ 558,726	$ 468,998	$ 879,306
REVENUE OVER (UNDER) EXPENDITURES				$ (1,203,311)	$ (1,867,102)				
Beginning Fund Balance October 1				2,463,452	2,463,452				
Ending Fund Balance Current Month				$ 1,260,141	$ 596,350				

IMPACT FEE REVENUE

YTD Actual to Annual Budget



	EAST THOROUGHFARE	WEST THOROUGHFARE	WATER	WASTEWATER
ANNUAL BUDGET	$1,200,000	4,500,000	$3,250,000	$2,000,000
YTD ACTUAL	$964,463	$3,121,085	$2,046,319	$988,464
% OF BUDGET	80%	69%	63%	49%

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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	$ 181,547	$ 231,547	$ 317,135	$ (85,588)	137%		$ 370,692	-14%
Wastewater Impact Fees	700,000	(300,000)	400,000	547,337	(147,337)	137%		586,199	-7%
East Thoroughfare Impact Fees	50,000	-	50,000	488,954	(438,954)	978%		389,250	26%
Property Taxes - Town (Current)	1,376,961	(445)	1,376,516	1,376,516	-	100%	1	1,256,338	10%
Property Taxes - Town (Rollback)	-	-	-	-	-	0%	1	165,155	-100%
Property Taxes - County (Current)	295,022	(4,252)	290,770	290,770	-	100%	3	265,382	10%
Sales Taxes - Town	1,386,765	-	1,386,765	1,283,795	102,970	93%		1,247,893	3%
Sales Taxes - EDC	1,161,416	-	1,161,416	1,075,179	86,237	93%		1,045,110	3%
Interest Income	50,000	25,000	75,000	153,221	(78,221)	204%		184,173	-17%
Transfer In	-	-	-	-	-	0%		-	0%
Total Revenue	$ 5,070,164	$ (98,150)	$ 4,972,014	$ 5,532,907	$ (560,893)	111%		$ 5,510,193	0%
EXPENDITURES									
Professional Services	$ 3,000	$ -	$ 3,000	$ -	$ 3,000	0%		$ -	0%
Developer Reimbursement	6,480,373	-	6,480,373	-	6,480,373	0%	2	6,066,936	-100%
Transfers Out	-	-	-	-	-	0%		-	0%
Total Expenses	$ 6,483,373	$ -	$ 6,483,373	$ -	$ 6,483,373	0%		$ 6,066,936	-100%
REVENUE OVER (UNDER) EXPENDITURES	$ (1,413,209)	$ (98,150)	$ (1,511,359)	$ 5,532,907				$ (556,743)	
Beginning Fund Balance October 1			2,004,259	2,004,259				2,542,101	
Ending Fund Balance Current Month			$ 492,900	$ 7,537,166				$ 1,985,358	

Notes

1 Property tax documentation received in May to make transfer.

2 TIRZ reimbursements will be issued in October.

3 County's portion received in June.

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TIRZ #2

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES									
Property Taxes - Town (Current)	$ 151,173	$ (105)	$ 151,068	$ 151,068	$ -	100%	1	$ 114,647	32%
Property Taxes - Town (Rollback)	-	-	-	-	-	0%	1	-	0%
Property Taxes - County (Current)	9,285	22,626	31,911	31,911	-	100%	3	24,217	32%
Sales Taxes - Town	2,200	-	2,200	1,434	766	65%		1,505	-5%
Sales Taxes - EDC	2,200	-	2,200	1,434	766	65%		1,505	-5%
Interest Income	1,500	-	1,500	4,395	(2,895)	293%		4,201	5%
Total Revenue	$ 166,358	$ 22,521	$ 188,879	$ 190,242	$ (1,363)	101%		$ 146,076	30%
EXPENDITURES									
Professional Services	$ -	$ -	$ -	$ -	$ -	0%		$ -	0%
Developer Reimbursement	184,122	-	184,122	-	184,122	0%	2	-	0%
Transfers Out	-	-	-	-	-	0%		-	0%
Total Expenditures	$ 184,122	$ -	$ 184,122	$ -	$ 184,122	0%		$ -	0%
REVENUE OVER (UNDER) EXPENDITURES	$ (17,764)	$ 22,521	$ 4,757	$ 190,242				$ 146,076	
Beginning Fund Balance October 1			41,205	41,205				25,751	
Ending Fund Balance Current Month			$ 45,962	$ 231,447				$ 171,827	

Notes

1 Property tax documentation received in May to make transfer.

2 TIRZ reimbursements will be issued in October.

3 County's portion received in June.

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CRIME CONTROL AND PREVENTION SPECIAL PURPOSE DISTRICT

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Sales Tax - Town	$ 3,426,536	$ 87,302	$ 3,513,838	$ 3,380,100	$ -	$ 133,738	96%		$ 3,113,663	9%
Interest Income	1,200	-	1,200	1,222	-	(22)	102%		11,576	-89%
Other	-	-	-	-	-	-	0%		-	0%
Total Revenue	$ 3,427,736	$ 87,302	$ 3,515,038	$ 3,381,321	$ -	$ 133,717	96%		$ 3,125,239	8%
EXPENDITURES										
Personnel	$ -	$ -	$ -	$ -	$ -	$ -	0%		$ 3,472,934	-100%
Other	1,200	-	1,200	-	-	1,200	0%		1,930	-100%
Transfer Out	3,426,536	84,019	3,510,555	3,380,100	-	130,455	96%	1	-	0%
Total Expenditures	$ 3,427,736	$ 84,019	$ 3,511,755	$ 3,380,100	$ -	$ 131,655	96%		$ 3,474,864	-200%
REVENUE OVER (UNDER) EXPENDITURES	$ -	$ 3,283	$ 3,283	$ 1,222					$ (349,624)	
Beginning Fund Balance October 1			97,422	97,422					398,065	
Ending Fund Balance Current Month			$ 100,705	$ 98,644					$ 48,441	

Notes

1 Payroll costs are transferred monthly.

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

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Sales Tax - Town	$ 3,460,319	$ 46,952	$ 3,507,271	$ 3,375,836	$ -	$ 131,435	96%		$ 3,130,843	8%
Interest Income	600	-	600	1,312	-	(712)	219%		1,721	-24%
Other	-	-	-	-	-	-	0%		-	0%
Total Revenue	$ 3,460,919	$ 46,952	$ 3,507,871	$ 3,377,148	$ -	$ 130,723	96%		$ 3,132,564	8%
EXPENDITURES										
Personnel	$ -	$ -	$ -	$ -	$ -	$ -	0%		$ 3,488,574	-100%
Other	2,400	-	2,400	-	-	2,400	0%		1,930	-100%
Transfer Out	3,458,519	52,036	3,510,555	3,375,836	-	134,719	96%	1	-	0%
Total Expenditures	$ 3,460,919	$ 52,036	$ 3,512,955	$ 3,375,836	$ -	$ 137,119	96%		$ 3,490,504	-200%
REVENUE OVER (UNDER) EXPENDITURES	$ -	$ (5,084)	$ (5,084)	$ 1,312					$ (357,940)	
Beginning Fund Balance October 1			75,732	75,732					382,940	
Ending Fund Balance Current Month			$ 70,648	$ 77,044					$ 25,000	

Notes

1 Payroll costs are transferred monthly.

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PARK DEDICATION AND IMPROVEMENT FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Park Dedication Fees	$ 1,550,000	$ (5,000)	$ 1,545,000	$ -	$ -	$ 1,545,000	0%		$ 1,303,973	-100%
Park Improvement Fees	800,000	-	800,000	4,500	-	795,500	1%		1,324,020	-100%
Interest - Park Dedication	20,000	-	20,000	24,541	-	(4,541)	123%		55,870	-56%
Interest - Park Improvement	20,000	-	20,000	20,202	-	(202)	101%		27,708	-27%
Contributions/Grants	-	-	-	-	-	-	0%		-	0%
Transfers In	-	-	-	-	-	-	0%		-	0%
Total Revenue	$ 2,390,000	$ (5,000)	$ 2,385,000	$ 49,244	$ -	$ 2,335,756	2%		$ 2,711,571	-98%
EXPENDITURES										
Transfers Out - Park Dedication	$ 1,400,000	$ -	$ 1,400,000	$ 1,400,000	$ -	$ -	100%		$ 1,115,050	26%
Park Dedication	-	-	-	-	-	-	0%		-	0%
Transfers Out - Park Improvement	750,000	-	750,000	750,000	-	-	100%		465,000	61%
Park Improvement	-	-	-	-	-	-	0%		-	0%
Total Expenditures	$ 2,150,000	$ -	$ 2,150,000	$ 2,150,000	$ -	$ -	100%		$ 1,580,050	36%
REVENUE OVER (UNDER) EXPENDITURES	$ 240,000	$ (5,000)	$ 235,000	$ (2,100,756)					$ 1,131,521	
Beginning Fund Balance October 1			2,379,093	2,379,093					1,232,390	
Ending Fund Balance Current Month			$ 2,614,093	$ 278,337					$ 2,363,911	

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SPECIAL REVENUE FUNDS

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Interest Income	$ 31,550	$ -	$ 31,550	$ 36,226	$ -	$ (4,676)	115%		$ 316,379	-89%
Police Donation Revenue	15,500	-	15,500	20,653	-	(5,153)	133%		26,709	-23%
Cash Seizure Forfeiture	-	-	-	105,047	-	(105,047)	0%		16,663	530%
Fire Donation Revenue	15,500	-	15,500	17,678	-	(2,178)	114%		16,828	5%
Child Safety Revenue	28,000	-	28,000	9,055	-	18,945	32%		28,816	-69%
Court Technology/Security Revenue	16,723	-	16,723	43,260	-	(26,537)	259%		29,757	45%
Municipal Jury revenue	170	-	170	485	-	(315)	285%		400	21%
Tree Mitigation	300,000	-	300,000	167,956	-	132,045	56%		56,858	195%
Escrow Income	-	-	-	-	-	-	0%		10,000	-100%
LEOSE Revenue	3,000	-	3,000	11,016	-	(8,016)	367%		10,288	7%
60-A Inspection Revenue	-	-	-	19,680	-	(19,680)	0%		-	0%
Transfer In	-	14,859	14,859	14,858	-	-	100%		-	0%
Total Revenue	$ 410,443	$ 14,859	$ 425,302	$ 445,913	$ -	$ (20,612)	105%		$ 512,698	-13%
EXPENDITURES										
Police Donation Expense	$ 25,000	$ -	$ 25,000	$ 18,378	$ 1,990	$ 4,632	81%		$ 18,848	-2%
Police Seizure Expense	23,000	16,000	39,000	20,704	-	18,296	53%		13,830	50%
Fire Donation Expense	10,000	-	10,000	7,560	-	2,440	76%		34,342	-78%
Child Safety Expense	80,000	-	80,000	16,572	-	63,428	21%		695	2286%
Court Technology/Security Expense	25,060	-	25,060	-	8,650	16,410	35%		-	0%
Tree Mitigation Expense	-	-	-	-	6,996	(6,996)	0%		-	0%
LEOSE Expense	10,000	-	10,000	6,647	-	3,353	66%		2,725	144%
60-A Inspection Expense	-	-	-	-	-	-	0%		-	0%
Transfer Out (Escrow Funds)	-	-	-	-	-	-	0%		-	0%
Transfer Out (Tree Mitigation)	850,000	15,000	865,000	850,000	-	15,000	98%		1,150,000	-26%
Total Expenses	$ 1,023,060	$ 31,000	$ 1,054,060	$ 919,860	$ 17,636	$ 116,564	89%		$ 1,220,441	-25%
REVENUE OVER (UNDER) EXPENDITURES	$ (612,617)	$ (16,141)	$ (628,758)	$ (473,947)					$ (707,742)	
Beginning Fund Balance October 1			1,359,045	1,359,045					2,356,265	
Ending Fund Balance Current Month			$ 730,287	$ 885,098					$ 1,648,523	

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HOTEL OCCUPANCY TAX FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Hotel Occupancy Tax	$ 302,675	$ -	$ 302,675	$ 168,901	$ -	$ 133,774	56%		$ -	0%
Interest Income	2,000	-	2,000	2,165	-	(165)	108%		-	0%
Other	-	-	-	-	-	-	0%		-	0%
Total Revenue	$ 304,675	$ -	$ 304,675	$ 171,066	$ -	$ 133,609	56%		$ -	0%
EXPENDITURES										
Personnel	$ -	$ -	$ -	$ -	$ -	$ -	0%		$ -	0%
Hotel Occupancy Tax Rebate	100,892	(100,892)	-	-	-	-	0%		-	0%
Other	-	-	-	-	-	-	0%		-	0%
Total Expenditures	$ 100,892	$ (100,892)	$ -	$ -	$ -	$ -	0%		$ -	0%
REVENUE OVER (UNDER) EXPENDITURES	$ 203,783	$ 100,892	$ 304,675	$ 171,066					$ -	
Beginning Fund Balance October 1			-	-					-	
Ending Fund Balance Current Month			$ 304,675	$ 171,066					$ -	

Notes

* Holiday Inn Express opened November 13, 2025.

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WATER-SEWER FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Water Charges for Services	$ 27,821,398	$ (450,000)	$ 27,371,398	$ 26,186,086	$ -	$ 1,185,312	96%	2	$ 22,424,563	17%
Sewer Charges for Services	18,074,593	(175,000)	17,899,593	17,273,320	-	626,273	97%	2	13,893,527	24%
Licenses, Fees & Permits	193,000	30,000	223,000	205,656	-	17,345	92%	3	492,434	-58%
Utility Billing Penalties	205,500	-	205,500	260,163	-	(54,663)	127%		268,455	-3%
Interest Income	350,000	-	350,000	353,459	-	(3,459)	101%		460,237	-23%
Other	691,700	-	691,700	666,878	-	24,822	96%		684,955	-3%
Transfer In	-	-	-	-	-	-	0		-	0%
Total Revenues	$ 47,336,191	$ (595,000)	$ 46,741,191	$ 44,945,561	$ -	$ 1,795,630	96%		$ 38,224,172	18%
EXPENDITURES										
Administration	$ 996,176	$ -	$ 996,176	$ 1,148,174	$ 24,203	$ (176,201)	118%		$ 1,262,988	-9%
Debt Service	8,313,546	1,490,181	9,803,727	8,669,391	-	1,134,336	88%	1	7,058,056	23%
Water Purchases	15,819,798	-	15,819,798	14,729,500	-	1,090,298	93%		13,879,634	6%
Wastewater Treatment Fees	6,035,065	-	6,035,065	5,592,052	-	443,013	93%		5,815,467	-4%
Franchise Fee	2,172,380	-	2,172,380	1,964,014	-	208,366	90%		1,136,854	73%
Public Works	10,776,413	102,495	10,878,908	9,301,167	321,266	1,256,474	88%		8,531,263	9%
Transfer Out	1,829,753	-	1,829,753	1,829,753	-	-	100%		1,517,507	21%
Total Expenses	$ 45,943,131	$ 1,592,676	$ 47,535,807	$ 43,234,051	$ 345,469	$ 3,956,287	92%		$ 39,201,769	10%
REVENUE OVER (UNDER) EXPENDITURES	$ 1,393,060	$ (2,187,676)	$ (794,616)	$ 1,711,510					$ (977,597)	
Beginning Working Capital October 1			9,120,375	9,120,375					12,212,476	
*Ending Working Capital			$ 8,325,759	$ 10,831,885					$ 11,234,879	

Notes

1 Annual debt service payments are made in February and August.
2 Charges for services are low in the winter months and peak in summer causing revenues to show lower than expected in the early months of the fiscal year.
3 Down from prior year due to change in processing for credit card fees.
* Minimum Ending Working Capital balance for FY26 = $10,637,474 (25%).

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WATER-SEWER FUND

	Sep-26		Sep-25		Growth %
	WATER	SEWER	WATER	SEWER	Change
# of Accts Residential	14,548	13,950	14,139	13,439	3.34%
# of Accts Commercial	599	561	512	467	18.49%
Consumption-Residential	387,034,492	111,436,576	266,544,680	96,298,208	37.38%
Consumption-Commercial	38,491,667	27,912,209	38,309,460	23,998,320	6.57%
Consumption-Commercial Irrigation	101,470,891		57,006,400		78.00%
Avg Total Res Water Consumption	26,562		18,840		40.99%
Billed ($) Residential	$ 3,027,902	$ 125,324	$ 1,897,547	$ 988,016	59.57%
Billed ($) Commercial	$ 399,763	$ 323,079	$ 391,353	$ 240,817	2.15%
Billed ($) Commercial Irrigation	$ 1,063,628		$ 557,547		90.77%
Total Billed ($)	$ 4,491,293	$ 448,402	$ 2,846,447	$ 1,228,833	21.21%

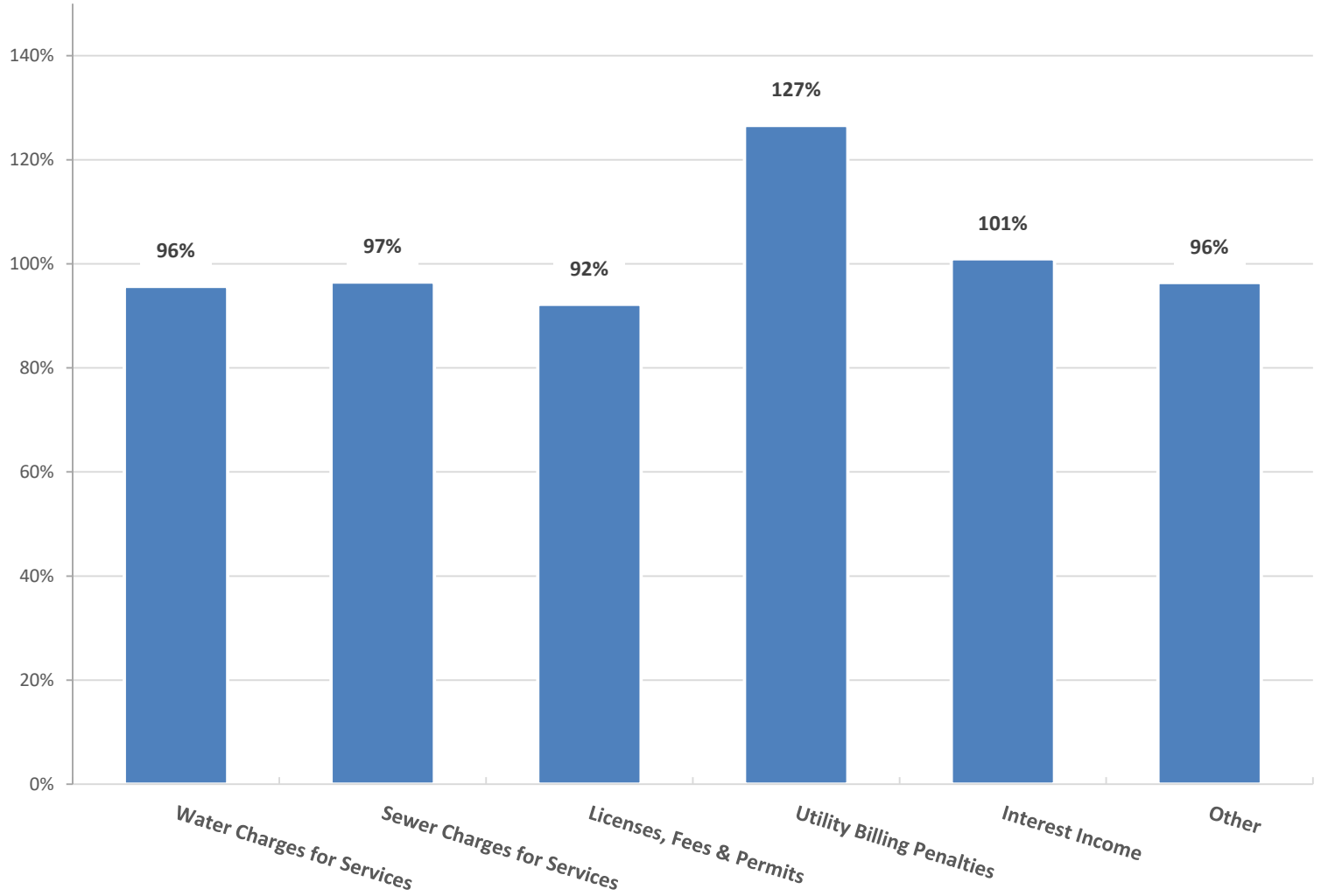
	FY2026			FY2025		
Month	**Avg. Temp (°F)**	**# Rain Days**	**Rainfall (in)**	**Avg. Temp (°F)**	**# Rain Days**	**Rainfall (in)**
October	73°	4	3.05	75°	1	0.41
November	63°	7	4.10	61°	9	4.09
December	54°	2	0.03	61°	13	5.91
January	47°	5	1.80	43°	6	5.94
February	60°	2	1.71	49°	10	2.12
March	67°	3	3.50	64°	7	1.31
April	70°	7	3.23	69°	10	4.65
May	75°	6	1.85	74°	10	6.07
June	83°	7	5.45	82°	6	3.09
July	89°	5	0.60	85°	11	2.58
August	92°	0	0.00	85°	4	2.97
September	88°	0	0.00	81°	6	3.08
Annual		**48**	**25.32**		**93**	**42.22**

Weather Data: https://www.wunderground.com/history/monthly/KDAL/date/2026-09

Average Total Residential Water Consumption by Month				
Month	**FY2026**	**FY2025**	**Five Year Average**	**Cumulative Average**
October	15,618	17,490	17,477	17,477
November	12,738	14,260	11,974	29,450
December	8,559	9,080	7,760	37,211
January	7,680	6,340	6,932	44,142
February	7,417	6,090	6,415	50,487
March	6,717	6,308	6,631	57,188
April	11,933	10,638	9,897	67,085
May	11,712	11,310	11,332	78,418
June	13,026	13,536	11,912	90,330
July	15,188	15,430	18,548	108,877
August	22,036	19,802	22,581	131,458
September	26,562	18,840	20,443	151,901
TOTAL (gal)	**159,186**	**149,124**	**151,901**	

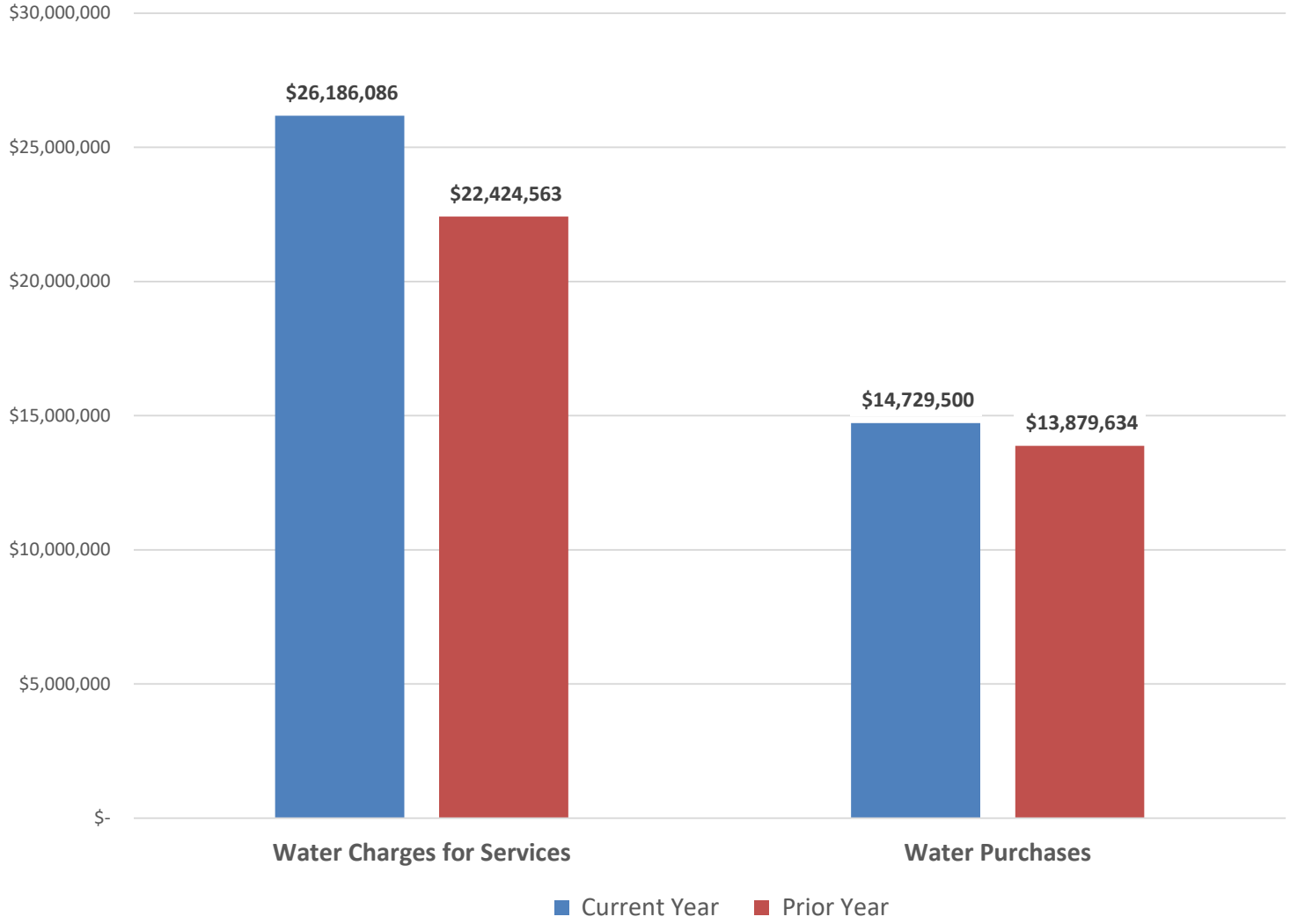
WATER SEWER FUND

REVENUE YTD % OF ANNUAL BUDGET



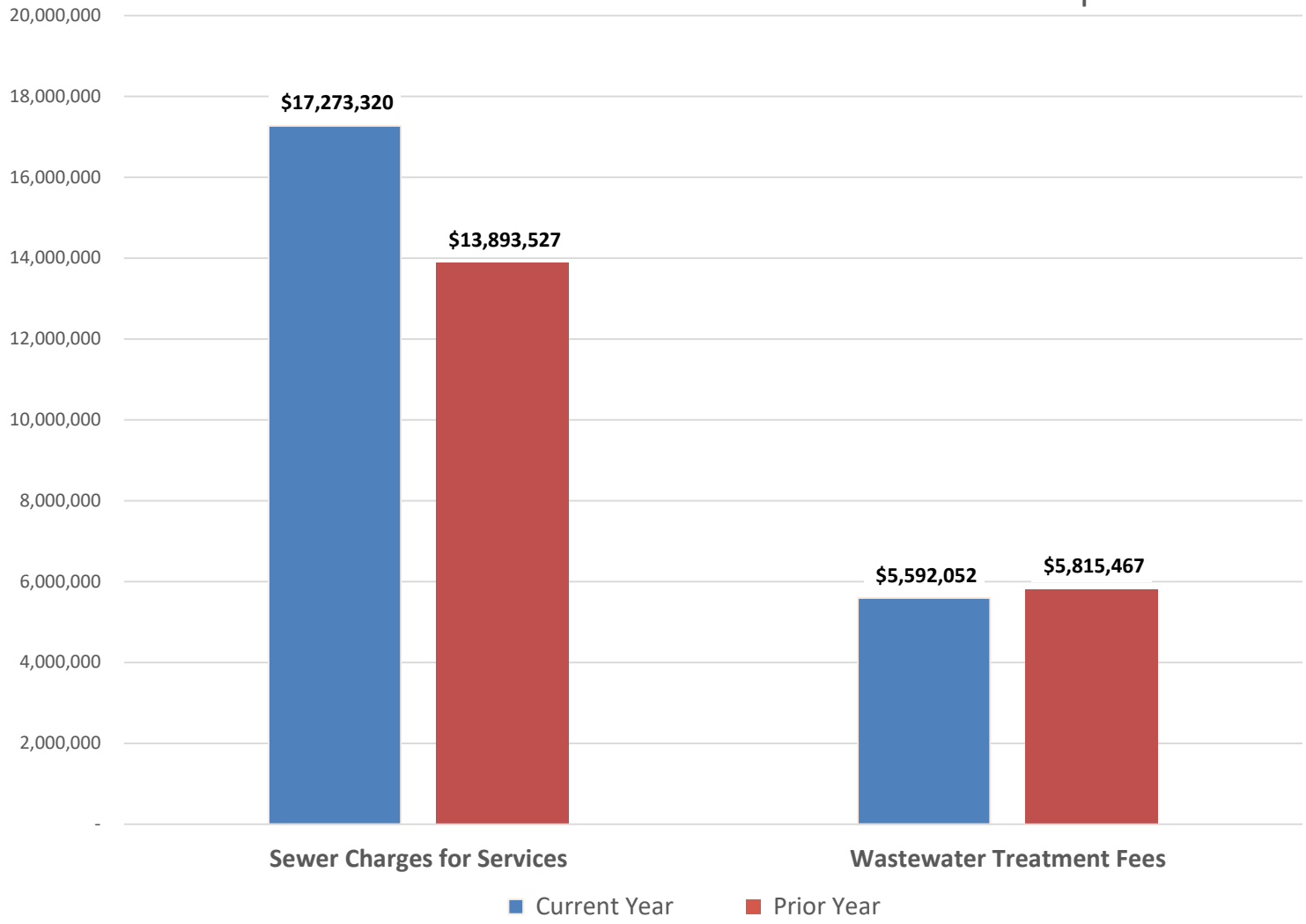
WATER REVENUE AND EXPENSE

Current YTD to Prior Year YTD Actual Comparison



SEWER REVENUE AND EXPENSE

Current YTD to Prior Year YTD Actual Comparison



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STORMWATER DRAINAGE UTILITY FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Storm Drainage Utility Fee	$ 1,726,111	$ (219,630)	$ 1,506,481	$ 1,494,279	$ -	$ 12,202	99%	3	$ 987,131	51%
Drainage Review Fee	25,000	(15,400)	9,600	6,200	-	3,400	65%		-	0%
Interest Income	8,000	-	8,000	17,086	-	(9,086)	214%		9,098	88%
Other Revenue	-	30,000	30,000	60,300	-	(30,300)	201%		-	0%
Transfer In	-	-	-	-	-	-	0%		-	0%
Total Revenue	$ 1,759,111	$ (205,030)	$ 1,554,081	$ 1,577,864	$ -	$ (23,783)	102%		$ 996,229	58%
EXPENDITURES										
Administration	$ 558,690	$ -	$ 558,690	$ 487,959	$ -	$ 70,731	87%		$ 420,488	16%
Debt Service	220,338	-	220,338	220,447	-	(108)	100%	2	200,331	10%
Operating Expenditures	119,546	-	119,546	64,749	4,229	50,568	58%		28,921	124%
Capital	267,374	-	267,374	-	-	267,374	0%		-	0%
Transfers Out	229,954	-	229,954	229,954	-	-	100%	1	207,996	11%
Total Expenses	$ 1,395,902	$ -	$ 1,395,902	$ 1,003,108	$ 4,229	$ 388,565	72%		$ 857,736	17%
REVENUE OVER (UNDER) EXPENDITURES	$ 363,209	$ (205,030)	$ 158,179	$ 574,756					$ 138,493	
Beginning Working Capital October 1			342,877	342,877					251,393	
Ending Working Capital Current Month			$ 501,056	$ 917,633					$ 389,886	

Notes

1 Capital project funds are transferred as needed; General fund transfers are made monthly.

2 Annual debt service payments are made in February and August.

3 Stormwater fees raised for FY2026.

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SOLID WASTE FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Sanitation Charges for Services	$ 3,938,626	$ 227,585	$ 4,166,211	$ 4,225,991	$ -	$ (59,780)	101%	2	$ 3,727,083	13%
Interest Income	3,500	2,100	5,600	8,464	-	(2,864)	151%		8,410	1%
Transfer In	-	-	-	-	-	-	0%		-	0%
Total Revenues	$ 3,942,126	$ 229,685	$ 4,171,811	$ 4,234,454	$ -	$ (62,643)	102%		$ 3,735,494	13%
EXPENDITURES										
Administration	$ 75,588	$ 30,000	$ 105,588	$ 71,791	$ -	$ 33,797	68%		$ 69,518	3%
Sanitation Collection	3,445,196	260,000	3,705,196	3,756,533	13,321	(64,659)	102%	1	3,249,597	16%
Capital Expenditure	-	120,120	120,120	80,080	-	40,040	67%		-	0%
Debt Service	257,500	-	257,500	257,500	-	(0)	100%		257,500	0%
Transfer Out	195,951	(30,000)	165,951	165,951	-	-	100%		-	0%
Total Expenses	$ 3,974,235	$ 380,120	$ 4,354,355	$ 4,331,856	$ 13,321	$ 9,178	100%		$ 3,576,616	21%
REVENUE OVER (UNDER) EXPENDITURES	$ (32,109)	$ (150,435)	$ (182,544)	$ (97,402)					$ 158,878	
Beginning Working Capital October 1			278,792	278,792					52,403	
Ending Working Capital			$ 96,248	$ 181,390					$ 211,281	

Notes

1 Full trash collection budget encumbered at the beginning of the year.
2 Town adopted a weekly bulk service pickup in February 2025.

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VEHICLE AND EQUIPMENT REPLACEMENT FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Charges for Services	$ 1,566,797	$ 5,267	$ 1,572,064	$ 1,572,064	$ -	$ -	100%		$ -	0%
Grant Revenue	-	-	-	-	-	-	0%		-	0%
Other Reimbursements	150,000	-	150,000	-	-	150,000	0%		22,325	-100%
Interest Income	250,000	-	250,000	136,842	-	113,158	55%		233,763	-41%
Auction Proceeds	-	-	-	209,883	-	(209,883)	0%		158,050	33%
Total Revenue	$ 1,966,797	$ 5,267	$ 1,972,064	$ 1,918,789	$ -	$ 53,275	155%		$ 414,138	-109%
EXPENDITURES										
Vehicle Replacement	$ 1,972,462	$ 7,785	$ 1,980,247	$ 1,740,607	$ 5,083,279	$ (4,843,639)	345%	1, 2	$ 1,624,646	7%
Equipment Replacement	77,706	(1,503)	76,203	877,700	-	(801,497)	1152%	1	727,578	21%
Technology Replacement	1,089,094	(337,345)	751,749	-	-	751,749	0%		-	0%
Total Expenditures	$ 3,139,262	$ (331,063)	$ 2,808,199	$ 2,618,307	$ 5,083,279	$ (4,893,387)	274%		$ 2,352,225	11%
REVENUE OVER (UNDER) EXPENDITURES	$ (1,172,465)	$ 336,330	$ (836,135)	$ (699,518)					$ (1,938,087)	
Beginning Working Capital October 1			3,891,901	3,891,901					6,055,897	
Ending Working Capital Current Month			$ 3,055,766	$ 3,192,383					$ 4,117,810	

Notes

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

2 Encumbrances include $4,861,328 of fire equipment on order but not expected until FY27 or later.

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HEALTH INSURANCE FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Health Charges	$ 7,231,912	$ (274,428)	$ 6,957,484	$ 6,111,630	$ -	$ 845,854	88%	1	$ 4,911,133	24%
Cobra and Stop Loss Reimbursements	300,000	(150,000)	150,000	698,092	-	(548,092)	465%	2	950,426	-27%
Interest Income	20,000	(15,000)	5,000	5,041	-	(41)	101%		2,876	75%
Transfers In	710,000	-	710,000	710,000	-	-	100%		1,997,807	-64%
Total Revenue	$ 8,261,912	$ (439,428)	$ 7,822,484	$ 7,524,764	$ -	$ 297,721	96%		$ 5,864,435	28%
EXPENDITURES										
Contractual Services	$ 133,911	$ 205,000	$ 338,911	$ 244,073	$ 3,800	$ 91,038	73%		$ 139,504	75%
Employee Health Insurance/Claims	8,371,480	(1,469,732)	6,901,748	6,751,913	-	149,835	98%		7,870,779	-14%
Total Expenditures	$ 8,505,391	$ (1,264,732)	$ 7,240,659	$ 6,995,986	$ 3,800	$ 240,872	97%		$ 8,010,283	-13%
REVENUE OVER (UNDER) EXPENDITURES	$ (243,479)	$ 825,304	$ 581,825	$ 528,777					$ (2,145,847)	
Beginning Fund Balance October 1			65,965	65,965					148,135	
Ending Fund Balance Current Month			$ 647,790	$ 594,742					$ (1,997,712)	

Notes

1 The sweep of Health Fund contributions from other funds has not yet been recorded.
2 Stop loss reimbursements are received after health claims are paid.

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GOVERNMENTAL CAPITAL PROJECTS FUND

	Prior Year Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Life to Date Amended Budget	Current Year Actual	Current Year Encumbrances	Prior Years Expenditure	Project Budget Balance
REVENUES								
Property Taxes - Capital Dedicated		$ 10,500,000	$ -	$ 10,500,000	$ 10,500,000			
Contributions/Interlocal Revenue		3,600,000	-	3,600,000	3,676,631			
Bond Proceeds - 2026 GO Bonds		23,297,062	-	23,297,062	31,957,568			
Interest Income		3,000,000	-	3,000,000	2,700,392			
Transfers In - Impact Fee Funds		5,500,000	-	5,500,000	5,535,501			
Transfers In - Tree Mitigation		850,000	-	850,000	850,000			
Transfers In - Park Dedication/Improvement		2,150,000	-	2,150,000	2,150,000			
Grants		-	-	-	646,113			
Other Revenue		-	-	-	7,287			
Transfers In		-	-	-	-			
Total Revenues		$ 48,897,062	$ -	$ 48,897,062	$ 58,023,491			

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GOVERNMENTAL CAPITAL PROJECTS FUND

	Prior Year Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Life to Date Amended Budget	Current Year Actual	Current Year Encumbrances	Prior Years Expenditure	Project Budget Balance
EXPENDITURES								
Street & Traffic Projects								
Street Projects								
First Street (DNT - Coleman)	$ 24,758,067	$ -	$ -	$ 24,758,067	$ 2,229,601	$ 18,759,650	$ 3,760,129	$ 8,688
Coit Road (First-Frontier)	27,789,900	-	(6,881,657)	20,908,243	5,985,460	5,005,623	3,215,538	6,701,622
DNT Main Lane (US 380 - FM 428)	7,671,186	-	-	7,671,186	2,557,062	-	5,114,123	1
Fishtrap (Elem-DNT)	32,230,732	-	(58,589)	32,172,143	160,649	463,989	31,499,530	47,975
Teel (US380 Intersection Improv.)	-	-	493,527	493,527	493,527	-	-	-
First Street (Coit-Custer) 4 Lanes	26,563,812	-	-	26,563,812	210	-	26,372,036	191,567
Preston Road / First Street Dual Le	900,000	-	-	900,000	13,542	8,534	71,523	806,400
Craig Street (Preston - Fifth)	750,000	4,400,000	-	5,150,000	55,815	4,113,405	719,042	261,738
Coleman (Gorgeous - Talon)	4,022,596	15,500,000	(6,298,291)	13,224,305	337,391	199,216	2,847,712	9,839,986
Legacy (Prairie - Fishtrap) - 4 lan	10,000,000	-	171,519	10,171,519	-	-	10,171,519	-
Teel Parkway (US 380 - Fishtrap Rd)	6,040,289	-	26,212	6,066,501	6,237	4,161	6,056,103	-
Coit Road / US 380 SB Dual Left Tur	27,917	-	-	27,917	2,064	-	23,986	1,867
Parvin (FM 1385 - Legacy)	500,000	-	-	500,000	-	-	500,000	-
Street Impact Fee Analysis	105,627	-	-	105,627	1,750	-	57,110	46,766
US 380 Deceleration Lanes - Denton	500,000	-	-	500,000	-	-	43,600	456,400
Safety Way (Cook - Technology)	800,000	-	-	800,000	-	-	454,085	345,915
Gorgeous/McKinley	700,000	-	-	700,000	15,000	-	608,940	76,060
First Street (Coleman - Craig)	2,500,000	-	-	2,500,000	5,567	273,489	516,408	1,704,536
Gee Road (US 380 - FM 1385) - 2 NB	3,900,000	1,100,000	-	5,000,000	52,687	98,165	1,590,688	3,258,460
Frontier Parkway (Legacy - DNT)	300,000	-	-	300,000	-	-	300,000	-
Star Trail, Phase 5: Street Repairs	1,450,000	-	-	1,450,000	710,654	300,000	-	439,346
Prosper Trail (Coit - Custer) - 2 W	1,400,000	-	-	1,400,000	67,964	116,858	578,178	637,000
Windsong Parkway/US 380 Dual Left T	152,620	-	-	152,620	-	-	73,318	79,302
Legacy Drive (Prosper Tr. to P	-	-	6,308,292	6,308,292	397,457	5,902,284	167	8,384
Coleman St (First-Georgeous)	660,000	-	-	660,000	134,217	144,481	381,902	(600)
Teel Parkway (First-Freeman)	855,510	-	59,923	915,433	-	295,589	619,844	-
Legacy (First St. - Prosper Tr	200,000	-	-	200,000	134,800	-	-	65,200
Legacy (First St. - Prosper Tr	550,000	-	-	550,000	-	-	-	550,000
Prosper Trail (Legacy - DNT)	1,200,000	-	-	1,200,000	358,175	423,519	260,306	158,000
Roundabout Peer Review and Tho	28,500	-	-	28,500	4,463	-	24,038	-
West Gorgeous (McKinley-Colema	230,000	-	-	230,000	38,170	100,699	84,128	7,004
Godwin Parkway (DNT - BNSF RR)	-	2,000,000	-	2,000,000	1,000,000	-	-	1,000,000
Whitley Place/First St. - Open Spac	-	250,000	-	250,000	-	44,900	-	205,100
Legacy Drive (Star Tr - Legacy MS)	-	-	-	-	-	308,800	-	(308,800)
Unprogrammed Future Projects	522,874	-	(95,102)	427,772	-	-	-	427,772

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
September 30, 2026

GOVERNMENTAL CAPITAL PROJECTS FUND

	Prior Year Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Life to Date Amended Budget	Current Year Actual	Current Year Encumbrances	Prior Years Expenditure	Project Budget Balance
Street & Traffic Projects								
Traffic Projects								
Fifth Street Quiet Zone	500,000	-	-	500,000	390	-	-	499,610
Traffic Signal - Fishtrap & Artesia	525,000	140,000	(75,000)	590,000	1,305	6,707	323,079	258,909
Median Lighting US 380 (Mahard-Love	300,000	-	-	300,000	-	-	-	300,000
Traffic Signal - DNT/Frontier	281,500	-	-	281,500	-	56,637	213,560	11,303
Traffic Signal - Teel Pkway & Prair	525,000	140,000	73,720	738,720	478,306	60,415	39,304	160,696
Traffic Signal Acacia Parkway/Gee R	667,573	-	-	667,573	15,780	5,400	645,373	1,020
Traffic Signal First Street/Legacy	992,259	-	54,085	1,046,344	739,600	59,132	246,948	663
Opticom Repair/Installation	85,000	-	-	85,000	-	6,960	75,597	2,443
Gee/Lockwood Pedestrian Hybrid	357,113	-	-	357,113	233,957	867	113,650	8,638
First/Copper Canyon Pedestrian	331,054	-	-	331,054	212,770	867	108,867	8,550
First/Chaucer Pedestrian Hybri	316,374	-	-	316,374	200,300	867	106,658	8,549
Tr. Signal (Denton-Fishtrap)	390,428	-	-	390,428	-	-	377,974	12,454
Traffic Improvement Projects (	767,160	1,500,000	(954,189)	1,312,971	20,773	-	-	1,292,198
Traffic Signal Comunications P	495,000	-	150,000	645,000	388,053	220,664	-	36,283
Traffic Signal - Legacy & Prai	525,000	140,000	(49,500)	615,500	-	-	-	615,500
School Zone Flashers	140,544	-	-	140,544	-	-	140,544	-
Traffic Equipment	15,928	-	-	15,928	-	-	15,928	-
Crosswalk Development Projects	140,000	-	-	140,000	57,839	5,101	62,984	14,076
Traffic Signal - Legacy & Prosper T	-	85,000	(24,750)	60,250	-	-	-	60,250
Traffic Signal - Legacy & Starwood	-	85,000	(24,750)	60,250	-	-	-	60,250
Traffic Signal Warrant Studies	-	85,000	(35,500)	49,500	37,125	12,375	-	-
First St at Fire No.3 Emgcy Signal	-	-	77,500	77,500	25,500	52,000	-	-
La Cima Blvd at Arrowhead-PHB	-	-	77,500	77,500	25,500	52,000	-	-
Coit Rd at Rodgers MS - PHB	-	-	77,500	77,500	25,500	52,000	-	-
Traffic Detection Equipment	-	-	550,000	550,000	-	10,000	-	540,000
Total Street & Traffic Projects	$ 164,664,563	$ 25,425,000	$ (6,377,550)	$ 183,712,012	$ 17,225,159	$ 37,165,354	$ 98,414,418	$ 30,907,081

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
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GOVERNMENTAL CAPITAL PROJECTS FUND

	Prior Year Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Life to Date Amended Budget	Current Year Actual	Current Year Encumbrances	Prior Years Expenditure	Project Budget Balance
Park Projects								
Neighborhood Park								
Windsong Park #3	$ 350,000	$ -	$ -	$ 350,000	$ 307,824	$ -	$ -	$ 42,176
Lakewood Preserve, Phase 2	5,587,255	-	(1)	5,587,255	14,114	-	5,563,948	9,192
Downtown Park (Broadway/Parvin)	1,158,240	200,000	(127,000)	1,231,240	542,826	49,168	99,058	540,189
Raymond Community Park Dam Repair	-	350,000	-	350,000	61,236	40,213	-	248,551
Playground Shade Structures - Lakew	-	200,000	-	200,000	-	-	-	200,000
Security Cameras - Raymond Communit	-	250,000	-	250,000	250,000	-	-	-
Pecan Grove & Whitley Place HOA Irr	-	125,000	-	125,000	-	-	-	125,000
Mirabella Park (Tellus)	-	500,000	-	500,000	-	-	-	500,000
Creekside Park (Shaddock)	-	445,000	-	445,000	-	-	-	445,000
Trails								
Doe Branch Trail Connections	1,684,000	-	(7,050)	1,676,950	405,851	-	124,111	1,146,987
Downtown Improvements								
Downtown Improvements	329,383	-	16,980	346,363	89,061	18,088	239,166	48
Downtown Monumentation	164,700	-	40,730	205,430	38,349	2,740	164,341	-
Downtown Monumentation, Broadway &	370,000	255,000	7,622	632,622	580,925	9,686	-	42,011
Prosper Parking Lot and Alley Impro	552,500	-	(23,168)	529,332	345,904	81,624	100,550	1,254
Community Park								
Raymond Community Park	24,787,000	128,000	390,000	25,305,000	7,024,966	432,966	17,375,181	471,888
Raymond Comm. Park, Trail/Brid	916,802	-	-	916,802	-	916,535	-	267
Froniter Park Pond Repairs	473,000	-	-	473,000	-	33,768	420,123	19,109
Frontier Park Concrete Repairs	120,000	-	-	120,000	-	-	-	120,000
Parks & Recreation Admin Facil	80,000	-	-	80,000	-	-	72,803	7,197
Doe Branch Property Masterplan	140,000	-	-	140,000	46,900	-	82,700	10,400
Dream Park	-	3,000,000	-	3,000,000	1,113,479	1,861,938	-	24,583
Playgr. Shade Struct.-Pecan Gr	160,000	-	-	160,000	-	-	158,923	1,077
Median/ Landscape Screening								
US 380 Green Ribbon Lndscp- Irrigat	2,295,000	-	-	2,295,000	192,662	25,233	1,601,537	475,567
Mahard Medians	-	500,000	39,006	539,006	36,500	502,506	-	-
Prairie Medians	-	250,000	-	250,000	31,000	19,000	-	200,000
Richland Median Lndscp (Prosper Com	-	150,000	-	150,000	-	-	-	150,000
Prosper Trail Screening (Preston -	550,000	-	7,000	557,000	49,339	-	472,986	34,675
Parks Master Plan Update	140,000	-	-	140,000	-	-	132,707	7,293
Unprogrammed Future Projects	400,190	-	(372,538)	27,652	-	-	-	27,652
Total Park Projects	$ 40,258,070	$ 6,353,000	$ (28,419)	$ 46,582,651	$ 11,130,936	$ 3,993,463	$ 26,608,134	$ 4,850,116

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
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GOVERNMENTAL CAPITAL PROJECTS FUND

	Prior Year Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Life to Date Amended Budget	Current Year Actual	Current Year Encumbrances	Prior Years Expenditure	Project Budget Balance
Facility Projects								
Public Safety								
Fire Station #4 Design	$ 950,680	$ -	$ 2,772	$ 953,452	$ 96,481	$ 12,403	$ 856,971	$ (12,403)
Fire Station #4 Other Developm	413,422	-	(2,772)	410,650	32,067	665	111,496	266,423
Fire Station #4 Construction	11,610,003	-	-	11,610,003	5,075,759	-	6,534,244	-
Fire Station #4 (FF&E)	700,000	-	-	700,000	456,654	-	-	243,346
Public Safety Fiber Ring	1,000,000	-	-	1,000,000	78,688	6,000	-	915,313
PD Needs Assessment	78,740	-	1	78,741	11,775	-	66,966	-
Town Hall HVAC Unit	-	-	61,933	61,933	61,933	-	-	-
Repairs Fire Station 2	-	-	57,429	57,429	57,429	-	-	-
Central Fire BAS System	-	-	65,732	65,732	65,732	-	-	-
Fire Station 2 BAS System	-	-	16,435	16,435	16,435	-	-	-
Fire Station 3 BAS System	-	-	39,694	39,694	39,694	-	-	-
Quint Fire Engine (New Central Fire	1,495,000	-	-	1,495,000	-	-	1,469,880	25,120
Ambulance (New Central Fire Station	495,000	-	-	495,000	-	-	487,388	7,612
Fire Engine Station #4	1,250,000	-	-	1,250,000	-	-	1,246,418	3,582
Ambulance Station #4	552,000	-	-	552,000	-	-	551,600	401
In-Car Camera System and Body Worn	387,225	-	-	387,225	-	-	16,900	370,325
Non-Public Safety								
Parks & Public Works, Phase 1	5,802,938	5,397,062	8,319,788	19,519,788	702,441	19,381,134	777,468	(1,341,255)
Finish Out Interior Spaces Town Hal	685,416	-	-	685,416	260,768	4,922	419,725	-
Library Master Pan	130,000	-	-	130,000	8,600	5,389	116,011	-
Town Hall Repairs - N. Parking	290,892	-	7,320	298,212	247,723	-	50,489	-
Facility Improvement Projects	-	300,000	(241,223)	58,777	-	-	-	58,777
Unprogrammed Future Projects	511,916	-	(340,653)	171,263	-	-	-	171,263
Total Facility Projects	$ 26,353,232	$ 5,697,062	$ 7,986,456	$ 40,036,751	$ 7,212,179	$ 19,410,513	$ 12,705,557	$ 708,504
Transfer Out								
CIP Salaries - Streets	$ -	$ 400,000	$ -	$ 400,000	$ 400,000	$ -	$ -	$ -
CIP Salaries - Parks	-	300,000	-	300,000	300,000	-	-	-
CIP Salaries - Facilities	-	300,000	-	300,000	300,000	-	-	-
Total Expenditures	$ 231,275,865	$ 38,475,062	$ 1,580,487	$ 271,331,414	$ 36,568,274	$ 60,569,330	$ 137,728,108	$ 36,465,701
REVENUE OVER (UNDER) EXPENDITURES				$ (222,434,352)	$ 21,455,217			
Beginning Fund Balance (Restricted for Capital Projects) October 1				82,578,172	82,578,172			
Ending Fund Balance (Restricted for Capital Projects) Current Month				$ (139,856,180)	$ 104,033,389			

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
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UTILITY CAPITAL PROJECTS FUND

	Prior Year Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Life to Date Amended Budget	Current Year Actual	Current Year Encumbrances	Prior Year Expenditure	Project Budget Balance
REVENUES								
Interest Income		$ 807,800	$ -	$ 807,800	$ 1,453,759			
Bond Proceeds		26,538,619	-	26,538,619	18,074,989			
Grant Revenue		-	-	-	-			
Transfers In		-	-	-	-			
Transfers In - Impact Fee Funds		6,868,378	-	6,868,378	8,844,490			
Transfers In - Drainage Fund		200,000	-	200,000	200,000			
Total Revenues		$ 34,214,797	$ -	$ 34,214,797	$ 28,573,237			
EXPENDITURES								
Water Projects								
Lower Pressure Plane 42"	$ 18,931,100	$ -	$ (346,400)	$ 18,584,700	$ 5,761	$ 68,389	$ 18,510,550	$ -
LPP Water Line Phase, 2A	9,000,000		(1,080,312)	7,919,688	42	-	7,919,646	-
Water Line Relocation-Frontier Park	6,900,000	-	-	6,900,000	3,437,865	498,912	1,554,570	1,408,652
Parks & Public Works, Phase 1	5,600,000	-	2,395,576	7,995,576	7,498,952	108,618	388,007	-
DNT (Prosper Trail - Frontier Parkw	23,785	-	-	23,785	-	-	3,585	20,200
Water Impact Fee Analysis	105,627	-	-	105,627	-	-	105,487	139
DNT Water Line Relocation	37,019	-	-	37,019	-	-	25,127	11,893
5 MG Ground Storage Tank	8,100,000	5,695,000	(74,150)	13,720,850	155,340	171,157	524,677	12,869,677
Craig Street 2 MG EST Rehabili	460,000	2,540,000	-	3,000,000	143,494	2,157,921	73,305	625,279
First Street (DNT - Coleman) - 12"	-	2,500,000	-	2,500,000	1,814,031	685,969	-	-
US 380 30-inch Water/8" WW Line Rel	-	1,800,000	-	1,800,000	352,576	666,234	-	781,190
Godwin Pkwy Materials	-	-	261,980	261,980	261,980	-	-	-
Unprogrammed Future Projects	356,728	-	(10,299)	346,429	-	-	-	346,429
Wastewater Projects								
Doe Branch Parallel Interceptor	16,253,327	-	-	16,253,327	3,750,000	-	3,750,000	8,753,327
Upper Doe Branch WW Line	8,025,000		(1,061,980)	6,963,021	1,911,717	354,202	4,573,501	123,601
Sewer Impact Fee Analysis	115,947	-	-	115,947	-	-	115,807	139
Doe Branch, Phase 3 WWTP	104,946,277	-	-	104,946,277	27,500,000	3,835	33,636,712	43,805,730
Wilson Creek WW Line	400,000	-	(94,714)	305,286	-	-	305,286	-
Denton ISD WW Line Reimburseme	531,622	-	-	531,622	-	-	-	531,622
Total Water & Wastewater Projects	$ 179,786,432	$ 12,535,000	$ (10,299)	$ 192,311,133	$ 46,831,757	$ 4,715,237	$ 71,486,261	$ 69,277,878
Drainage Projects								
Old Town Regional Retention Pond #2	$ 98,386	$ 200,000	$ -	$ 298,386	$ -	$ -	$ 48,323	$ 250,063
Doe Branch Creek Erosion Control	225,000	-	-	225,000	-	14,472	183,560	26,968
Total Drainage Projects	$ 323,386	$ 200,000	$ -	$ 523,386	$ -	$ 14,472	$ 231,883	$ 277,031
Transfer Out								
CIP Salaries - Water	$ -	$ 300,000	$ -	$ 300,000	$ 300,000	$ -	$ -	$ -
CIP Salaries - Wastewater	-	200,000	-	200,000	200,000	-	-	-
Total Expenses	$ 180,109,818	$ 13,235,000	$ (10,299)	$ 193,334,519	$ 47,331,757	$ 4,729,709	$ 71,718,144	$ 69,554,909
REVENUE OVER (UNDER) EXPENDITURES				$ (159,119,722)	$ (18,758,520)			
Beginning Fund Balance (Restricted for Capital Projects) October 1				115,732,372	115,732,372			
Ending Fund Balance (Restricted for Capital Projects) Current Month				$ (43,387,350)	$ 96,973,852			

TOWN OF PROSPER
REPORT TO TOWN COUNCIL
FY 2026 RESULTS OF FOURTH QUARTER ENDING SEPTEMBER 30, 2026

In compliance with the Town Charter, Town Management presents to the Council the following summary of the fourth quarter financial results. These results are presented on a cash/budgetary basis to facilitate timely reporting. The preliminary year-end amounts remain subject to closing entries, accruals and other adjustments necessary for the audited financial statements prepared in accordance with Generally Accepted Accounting Principles (GAAP).

With 100% of fiscal year 2026 complete, the following summarizes year-to-date results for the major operating funds through September 30, 2026. Variances from the annual budget and prior year are discussed below.

GENERAL FUND

- Revenues total $64,410,132, or 95% of the amended annual budget
- Property tax collections total $26,121,890, or 99% of annual budget
- Sales tax revenues total $12,636,705, or 99% of annual budget
- Franchise fees total $4,300,137, or 90% of annual budget
- Building permit revenues total $3,991,823, or 102% of annual budget, up 17% from the prior year
- Expenditures total $63,097,832, or 95% of annual budget (97% including encumbrances)

Revenues:

Property tax collections reached 99% of budget and increased 13% from the prior year. Sales tax collections also reached 99% of budget, increasing 8% year over year. Franchise fee revenues totaled 90% of the annual budget, with approximately $450,000 in electric franchise fee revenue remaining to be collected after fiscal year-end. 33% higher than the prior year. Building permit revenue exceeded the amended budget by 2%. Collections from other licenses, fees and permits, as well as grants, remained below budget and contributed to total General Fund revenues finishing at 95% of the amended budget.

Expenditures

General Fund expenditures, including $1.3 million in outstanding encumbrances, totaled 97% of the amended annual budget. Police and Fire/EMS expenditures increased significantly compared with the prior year, primarily reflecting the movement of special purpose district payroll costs into the General Fund; corresponding transfers in help offset these costs. Fire/EMS expenditures and encumbrances reached 103% of budget and will be reviewed during year-end closeout. The preliminary ending fund balance is $12.1 million, above the Town's 21% minimum reserve requirement of $11.8 million.

Year-End Results

The General Fund ended the year about as expected, with lower spending offsetting the revenue shortfall. Year-end accruals have not yet been recorded, so final results may change.

IMPACT FEE REVENUES

- East Thoroughfare Impact Fees total $964,463, or 80% of annual budget
- West Thoroughfare Impact Fees total $3,121,085, or 69% of annual budget
- Water Impact Fees total $2,046,319, or 63% of annual budget
- Wastewater Impact Fees total $988,464, or 49% of annual budget

Impact fee collections finished below budget in all four categories. These revenues depend on development activity and the timing of building permits and may fluctuate substantially from year to year. West Thoroughfare fees are largely associated with individual residential permits, while larger developments may produce substantial, less frequent one-time collections.

WATER & SEWER FUND

- Revenues total $44,945,561, or 96% of annual budget, an increase of 18% from the prior year
- Expenditures total $43,234,051, or 91% of annual budget (92% including encumbrances)

Revenues

Water charges for services totaled $26.2 million, or 96% of budget, up 17% from the prior year. Sewer charges reached $17.3 million, or 97% of budget, up 24%. Higher temperatures and the lack of rainfall in August and September contributed to elevated late-summer water demand. Average residential water consumption in September was approximately 41% above September 2025. Total Water-Sewer Fund revenue finished at 96% of budget.

Expenditures

Water purchases and wastewater treatment fees finished at 93% of their respective budgets. Administration costs exceeded the amended budget and will be reviewed as part of year-end closeout. Total Water-Sewer expenditures, including encumbrances, were 92% of budget. Preliminary ending working capital was $10.8 million, slightly above the Town's 25% minimum requirement of $10.6 million.

Year-End Results

The Water and Sewer Fund ended the year better than expected, with lower spending more than offsetting the revenue shortfall. Ending working capital was $10.83 million, about $2.51 million

above the amended budget and slightly above the minimum reserve. Year-end accruals have not yet been recorded, so final results may change.

HEALTH FUND

- Revenues total $7,524,764, or 96% of annual budget; expenditures total $6,995,986, or 97% including encumbrances

Health charges finished at 88% of budget, reflecting in part vacancies and the timing of the January 2026 plan year and budgeted positions. Employee health insurance and claims expense declined 14% from the prior year. Total revenue includes a $710,000 transfer in and approximately $698,000 in COBRA and stop-loss reimbursements. The fund reported a preliminary $528,777 increase in fund balance, ending the year at approximately $595,000. Revenue and claims trends will continue to be monitored. As noted in footnote 1, Finance has not yet recorded the year-end sweep of unspent health contributions from all other funds. Once that entry is booked, the ending balance will improve. Current ending fund balance represents 1.05 months in reserve.

Mario Canizares
Town Manager

TOWN OF PROSPER
A Place Where Everyone Matters

TOWN SECRETARY'S OFFICE

To: **Mayor and Town Council**

From: **Michelle Lewis Sirianni, Town Secretary**

Through: **Mario Canizares, Town Manager**
Robyn Battle, Executive Director
David Hoover, Director of Development Services

Re: **DNT Development Standards – Visioning Strategy**

Town Council Meeting – October 27, 2026

Strategic Visioning Priority: Provide Excellent Municipal Services

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Agenda Item:
Consider and act upon a Resolution ratifying and adopting amendments made to the Dallas North Tollway Development Standards.

Description of Agenda Item:
On March 25, 2025, the Town Council adopted by Resolution the Dallas North Tollway Development Standards Visioning Strategy as a planning framework concept and guide for the Dallas North Tollway corridor.

On February 24, 2026, the Town Council approved amendments to the Development Standards to include special Sub-Districts, setbacks and building heights, land use considerations, business establishments pursuant to the Town's vision, site design and building placement, parking design standards, adjacent neighborhood protection, building design, landscaping standards, pedestrian connectivity and amenities, parks and open spaces, signage requirements, gateway features, and Economic Development incentives. However, these amendments were not formally incorporated by Resolution. Therefore, staff is bringing forth a resolution to ratify and formally adopt within the standards for consistency and historical record keeping purposes.

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. Resolution
2. DNT Development Standards

Town Staff Recommendation:

Town Staff recommend the Town Council approve a Resolution to ratify and adopt amendments previously approved to the Dallas North Tollway Development Standards.

Proposed Motion:

I move to approve a Resolution ratifying and adopting amendments made to the Dallas North Tollway Development Standards.

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

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, RATIFYING AND ADOPTING AMENDMENTS MADE TO THE DALLAS NORTH TOLLWAY DEVELOPMENT STANDARDS – VISIONING STRATEGY; MAKING FINDINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 17, 2024, the Town entered into an agreement with The Catalyst Group to prepare a vision and development plan for the frontage along the Dallas North Tollway (DNT) corridor located within the town limits of the Town of Prosper; and

WHEREAS, thereafter, Town staff and The Catalyst Group diligently worked with the Town Council and the Prosper Economic Development Corporation to receive input, discuss, consider, and make recommendations about the various components of the plan; and

WHEREAS, on March 25, 2025, the Town Council adopted the Dallas North Tollway Development Standards Visioning Strategy.

WHEREAS, on February 24, 2026, the Town Council amended the standards to include special Sub-Districts, setbacks and building heights, land use considerations, business establishments pursuant to the Town's vision, site design and building placement, parking design standards, adjacent neighborhood protection, building design, landscaping standards, pedestrian connectivity and amenities, parks and open spaces, signage requirements, gateway features, and Economic Development incentives.

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

SECTION 1

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

SECTION 2

The 2025 Dallas North Tollway Area Frontage Area – Visioning Strategy, attached hereto as Exhibit A, is hereby adopted in its entirety. Said Plan shall not commit the Town of Prosper on any specific funding levels or capital investment commitments. The Plan will serve as a planning framework concept and guide for Prosper elected and appointed leaders and staff to consider implementation strategies for the viability and long-term economic growth of the Dallas North Tollway corridor.

SECTION 3

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

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

David F. Bristol, Mayor

ATTEST:

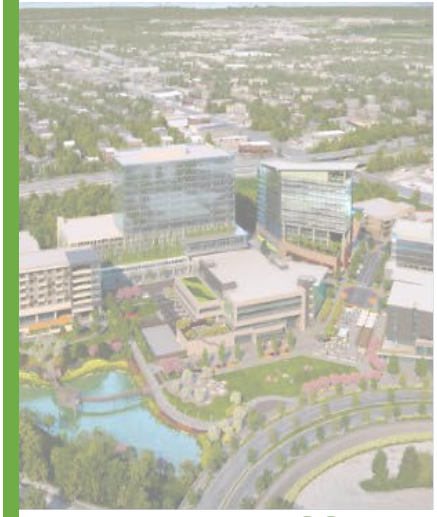
Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney

EXHIBIT A

DALLAS NORTH TOLLWAY DEVELOPMENT STANDARDS – VISIONING STRATEGY











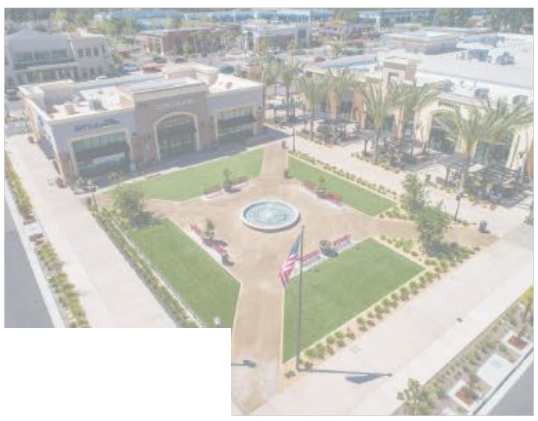


Dallas North Tollway District Development Standards









TOWN OF PROSPER





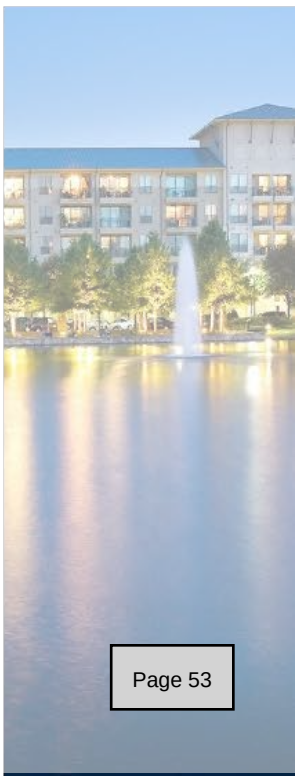


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1. Executive Summary

1.1 Introduction and Purpose

The Dallas North Tollway (the "DNT") is a primary thoroughfare within the Town of Prosper (the "Town") and one of the most heavily traveled roadways in North Texas. Visibility from and access to the DNT in Prosper will generate significant economic development activity over time that will build the core commercial tax base for the Town in this corridor (the "District"). This development will also form the long-term identity of the Town's regional entry and is important to maintaining the community's brand identity over time. As such, the Town's Comprehensive Plan identified the District as being suitable for the Town's most intense land uses, and the 2025 Tollway Visioning Plan (the "Vision") underscored the District as being comprised of a series of regional and community entrances having commercial neighborhoods that will collectively define this experience for both visitors and residents alike.

Due to the importance of the District's development build-out to achieving the desired Vision, Town officials have identified the need for Development Standards (the "Standards") to provide specific direction on land use and design approaches that meet this Vision. The Standards contained in this document reflect this mandate and have been crafted to shape the envisioned development pattern for 7 individual sub-districts. These sub-districts have been arranged to collectively form the Town's desired front door experiences and town center places while providing community amenities for residents and visitors envisioned to allow the District to uniquely stand out within the broader DNT context over time.



Prosper DNT District

These Standards are intended to provide improvements and enhancements to the existing entitlement within the District that landowners and developers may wish to access through a rezoning effort that incorporates the concepts contained into their specific zoning.

1.2 Application of Standards

The existing zoning in the District reflects a patchwork of varying and inconsistent development controls including (more customized) planned development districts and (more generalized) straight zoning districts. This collection of entitlement was approved over a period before the Town had evolved its desired community experience. The Standards contained in this document provide a specific resource to property owners, developers and Town policymakers to help reconcile these contradictions in such site development controls for land uses, densities, and site design principles. As such, landowners and developers may elect to rezone their property to incorporate these Standards to transition the existing entitlement to be in-line with policy Vision, thereby providing a more seamless development approval process. Simultaneously, Town officials will refer to these Standards when a landowner or developer requests the Town consider amendments to existing zoning to ensure the concepts contained herein are properly integrated into such a change.

1.3 District Description and Boundary

The Standards apply to land parcels located within the District as designated on Exhibit 1, also known as the Dallas North Tollway District. The District centers along the Dallas North Tollway (DNT) and has two regional interchanges at Frontier Parkway and Highway 380, as well as two local intersections at First Street and Prosper Trail. The district comprises both sides of the DNT through the Town for approximately 3 miles and reflects the primary commercial mixed-use center for the Town over time. Highlights within the District include the North Dallas Tollway improvements, the Town's central police, fire and service facilities, the Prestonwood Baptist Church campus, the Town's historic silo rail depot and downtown community, the Parvin Branch watercourse feature running through the center of the land area, and the Cook Children's Medical Center.

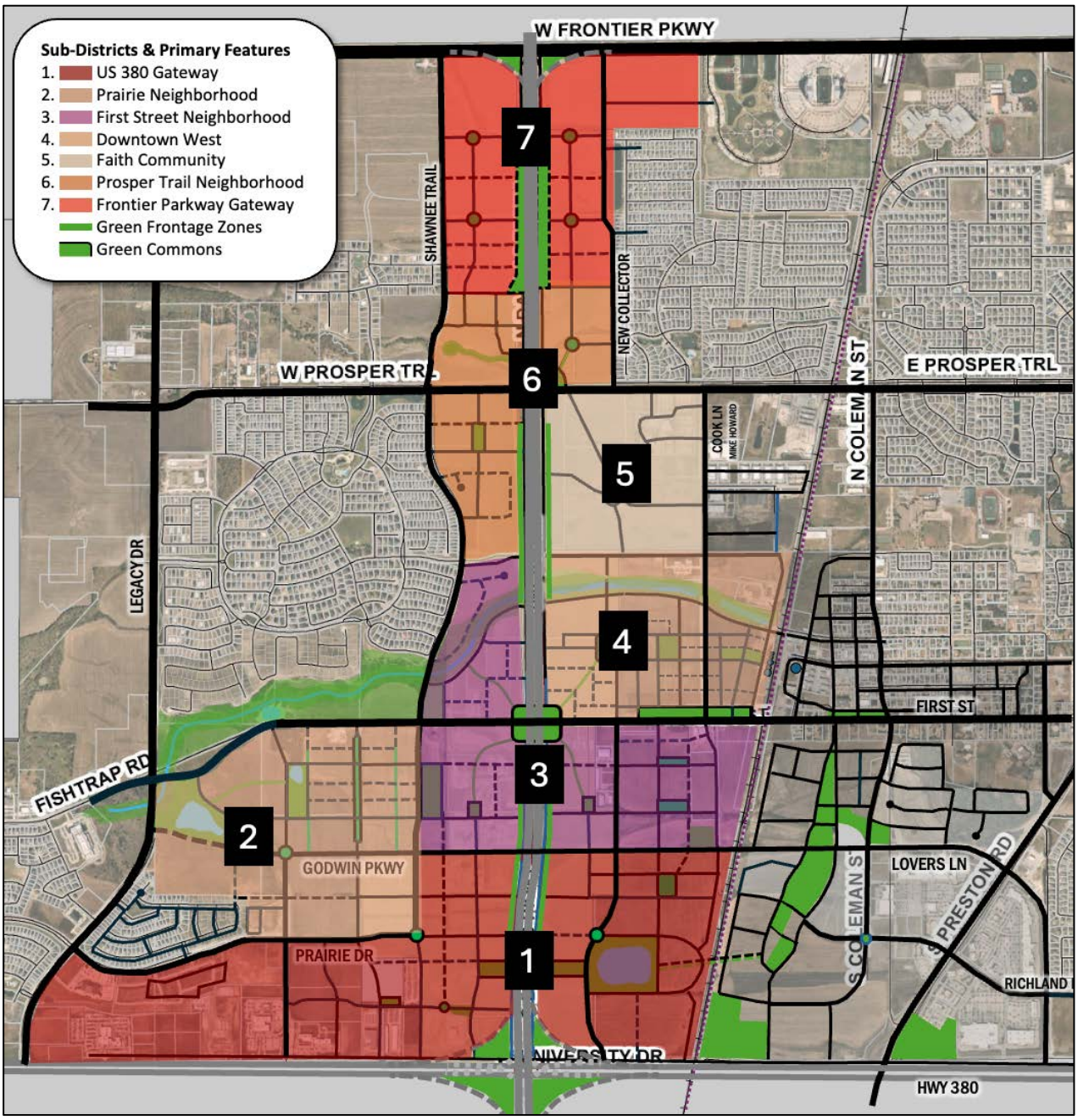


Exhibit 1: DNT District Plan

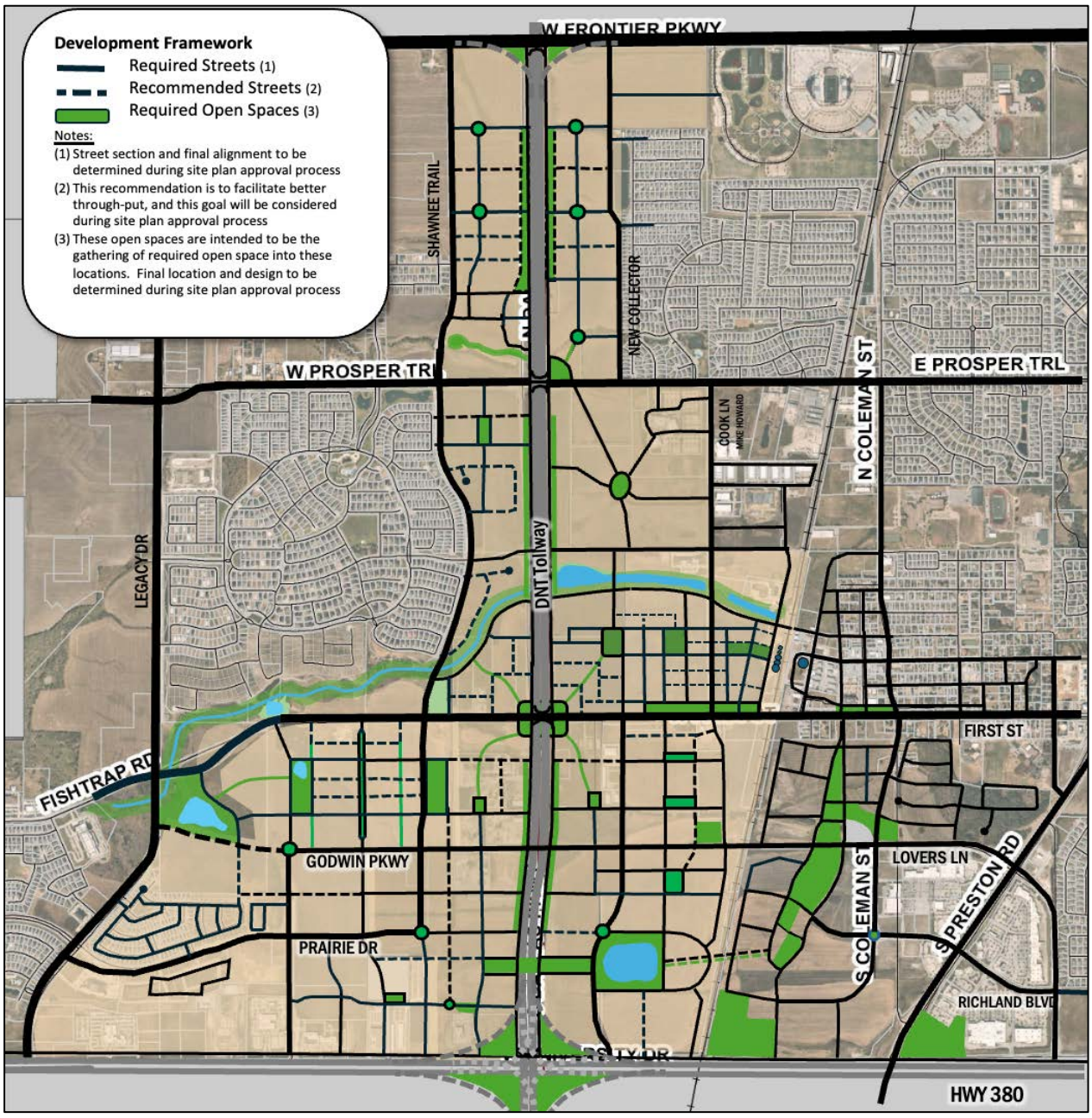


Exhibit 2: DNT District Development Framework Plan

The boundaries of the District are defined by the following. Existing built developments are grandfathered and/or excluded from these standards until such time that any redevelopment of their properties occurs.

- Northern boundary – Frontier Parkway
- Western boundary -- Running north to south along Shawnee Trail from Frontier Parkway to First Street, then west to Legacy Drive, and south to Highway 380
- Eastern boundary – Running north to south, from Frontier Park west to the planned north/south Collector, south to Prosper Trail, east to Cook Lane, south to Safety Way, east to the railroad, and south to Highway 380.
- Southern boundary – Highway 380

1.4 District Description and Boundary

Analysis of the base zoning has identified that the amount of commercial land use exceeds normal market absorption factors likely resulting in extreme implementation timeframes. Given this is challenging both for existing landowners and the Town, strategic alterations to the land use mix are proposed that enable property owners to have access to other uses that may allow them to advance with development implementation more quickly and in a manner that better supports the Town's vision. This includes the addition of three mixed-use zones and new residential zones within the existing study area that may be utilized upon Town's approval of specific site plan arrangements and rezoning. It should be noted that this land use arrangement shown in Exhibit 3 uses the existing planned development districts and straight zoning as the baseline condition from which these key interjections are envisioned.

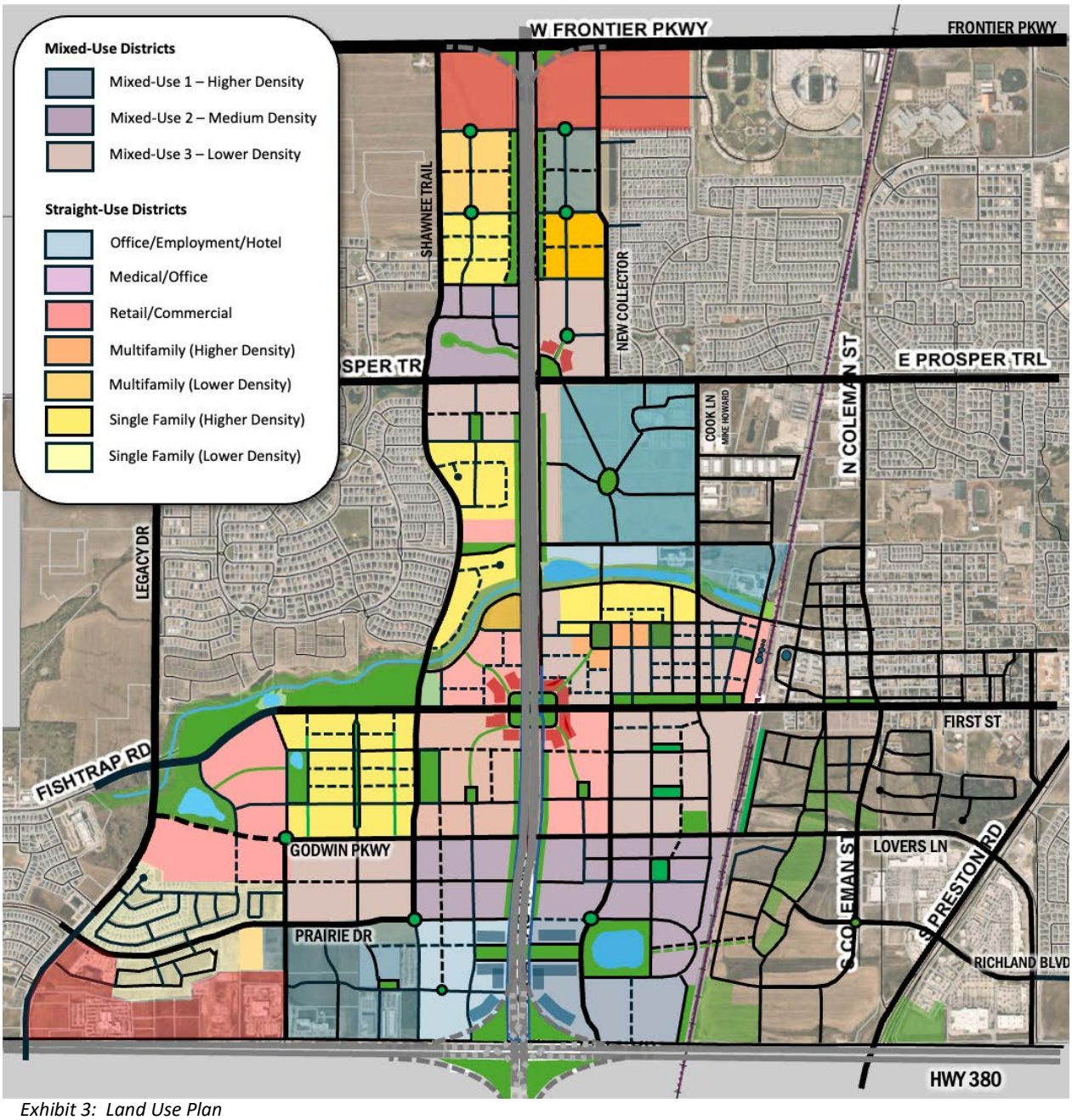
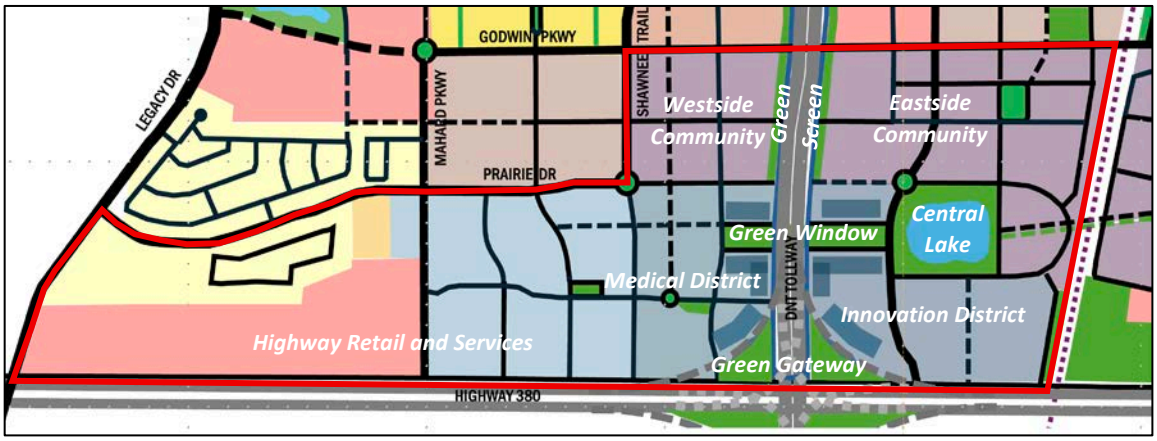


Exhibit 3: Land Use Plan

2. Special Sub-Districts

In order to bring the District into an understandable scale with unique areas of identity, the District has been divided into the seven special sub-districts shown on Exhibit 1. The intent for these subdistricts and their boundaries are defined herein.

2.1 U.S. 380 Gateway (Sub-District 1)



Sub-District 1 Plan with Boundary in Red

2.1.1 *Sub-District Boundary* -- On the east side of the Dallas North Tollway, the boundary extends from Highway 380 westward to the railroad, northward to Godwin Parkway, and westward to the Tollway. On the west side of the Tollway, the boundary extends from the northerly alignment of the extension of Godwin Parkway to Shawnee Trail, southward to Prairie Drive, westward to Legacy Drive, southward to Highway 380, and eastward to the Tollway.

2.1.2 *Development Intent* – In its totality, this sub-district is envisioned as a major destination district that forms a mixed-use regional "node" conveyed through an interconnected master development across ownerships. The development should bring a mix of higher-density uses that create a self-sustaining condition in which people can live, work, play, shop and convene without having to leave the subdistrict for conveniences. As such, the sub-district should develop to maintain a proportional relationship between the quantity of jobs, housing units, commercial and service uses to allow this mix of activity from the daytime through the nighttime to be able to occur. The Town may choose to ensure each development phase delivers a proper blend of mutually supportive uses simultaneously to maintain activity. The public realm, programming and implementation concepts to follow are central to achieving this intent should be considered in the execution of such development requests.

2.1.3 *Programming Features* –

- Medical District – Programming on the west side of the DNT should be on health science, research and related employment, along with uses positioned to support the employees and visitors of the subdistrict. Shade trees, pleasant landscaping at the ground plain and pedestrian trails should form an overall sense of greenery within this area while also conveying an urban sensibility through the placement of buildings and connecting sidewalks with urban streetscapes.



Medical District *credit: HKS Architects*

- Innovation District – Programming focus at the northeast quadrant of the DNT/380 interchange should be on employers engaged in the so-called knowledge-based economy driven by technology, research, creativity and innovation anchored by the medical district users to the west. There should be an emphasis on the creation of engaging ground levels to all buildings that are programmed with eateries, amenities and strong pocket parks and streetscapes. To form connections to the adjacent community, small tenant buildings and other mixed-use facilities catering to these employees needs s hould be positioned to create activity and a sense of excitement.



Innovation District *credit: FSB Architects*

- Nighttime Programming – The districts mentioned here should be programmed to come alive at night, as such nighttime activity is an important component of the mixed-use vision envisioned for this sub-district that includes restaurants, performance, entertainment, and hotel uses. Such programming provides things for employees to do after work, creates an identifiable destination that employers seek to attach themselves to attract the best workforce, and creates strong tax-base generation for the Town to benefit from.



Mixed-Use Destination *credit: oneCITY*



Urban Community *credit: Cherry Creek Chamber*

- Urban Communities – The Westside and Eastside Neighborhoods are planned as distinct urban communities intended to provide a residential and small-mixed uses as a supportive base to the higher density commercial and institutional uses in the adjacent medical and innovation districts. These communities are envisioned to contain higher-density housing (see section 4.3.2 for allowable housing types) as it provides a necessary component of activation to the contemplated urban districts both during the daytime and nighttime while also providing the employers with a convenient amenity to offer the workforce. In doing so, daily household trips are made more efficient thus reducing on-site vehicular congestion. Such housing is also to be delivered with buildings facing the streets to provide a sense of ownership and presence to induce community interaction vs. the sterile corporate environment most daytime commercial business parks present.



Nighttime Program *credit: Reston Town Center*



Community Streetscape *credit: Addison Circle RTKL*

2.1.4 *Public Realm Design Features* –

- Green Gateway – To avoid the DNT/380 interchange understory from being an inactivated visual void, an urban forest should be developed within a large setback having trees, ground plain planting and trail system between the buildings and highways. As shown on Exhibit 2, this will also serve to provide the setback needed to create pleasant views of these prominent buildings in a manner which is differentiated from the DNT/121 interchange.
- Green Window – A prominent open space readily visible from the DNT that simultaneously serves as an entry gateway from the service road and a an organizing element around which buildings are sited on the north and south sides of the space. This feature is on both sides of the DNT, and the Town should work with NTTA to extend its design under the highway structure to provide pedestrian and vehicular connections to avoid the DNT being a bisecting feature. As shown on Exhibit 2, the length of the green window should be proportionate with the buildings it serves to create the noticeable space from the DNT.
- Central Lake – The east side of the DNT has significant storm drainage needs, thus requiring regional detention in several locations. Such a facility is needed east of the Green Window feature and is intended to be connected for pedestrian engagement. This detention should take the form of an open surface water feature surrounded by trees, ground plain planting and pedestrian trails all to form a recognizable center of this development area.
- Green Frontage Screen – A primary goal of the District Plan is a recognizable hierarchy of sub-districts. The development between sub-district centers along the DNT frontage should be de-emphasized. Exhibit 2 locates green screen frontages on either side adjacent to the urban community zones on either side of the DNT. These screens should consist of three offsetting rows of 6" caliper evergreen trees (at installation) on 36' centers in the north/south direction and placed as tightly as possible in the east/west direction. These features should have a pleasant landscape ground plain with



Green Gateway *credit: Denys Nevozhai*



Green Window *credit: US News World Report*



Central Lake *credit: Zillow*



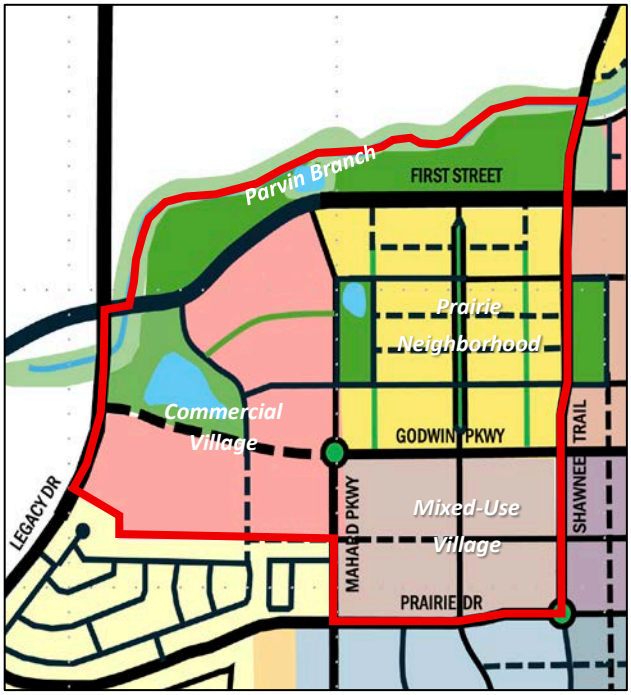
Green Frontage Screen *credit: Woodlands Oper. Co*

pedestrian trail connections for connectivity. Head-in parking can occur within the first tree row if placed on a permeable surface leaving a 10' clear zone for the adjacent trees to sit within.

2.1.5 *Implementation Concepts*

- Regional Draw and Economic Incentives -- This sub-district should be the primary location within the District where employment and other commercial uses that bring a regional draw and brand recognition are to be encouraged. To further this goal, economic development incentives may be considered to induce the interest of such uses/tenants and advance the necessary infrastructure and development framework necessary to accommodate them.
- Modification to Existing Zoning – The existing planned development districts should be amended to include these concepts and provide specific development plans that connect to the adjacent land ownerships while providing a street, open space and pedestrian framework with orchestrated land use plan that induces walkability and positive experiences. In doing so, the placement of shared parking garages and facilities for share-ride transportation should be carefully positioned as "anchors" for pedestrian traffic that are also screened from public view by buildings that screen them.
- Allocation of Multifamily -- The existing planned development plan west of the DNT (PD-41) has begun development with a pattern that did not implement multifamily in areas. As such, there should be a reconciliation of this PD to determine the number of unused multifamily units that may considered for reallocation elsewhere in the District following the land use plan shown on Exhibit 3. If additional such high-density multifamily is allowed to be reallocated elsewhere within the District, it should be noted that sub-district 1 is well-positioned to accommodate such increase in residential development so long as it is urban in nature, utilizes quality materials, is well-connected to the commercial uses it serves, is amentized through well-designed open spaces, and is placed on high-quality open spaces and streetscapes with mature landscaping and street trees at the outset. Retail and entertainment uses are also encouraged but positioned as supportive uses vs. primary uses. Should lower density uses be used to create a more "exclusive" brand experience, which may be preferable within the competitive position of this sub-district, the overall goals of use and connectivity stated here should be incorporated nonetheless, with a greater emphasize on landscaping being utilized in the site design.
- Development Framework -- The street framework, pocket parks, medians and pedestrian green pathways shown on Exhibit 2 are intended to amenitize the community experience while providing interconnectivity between its parts. Though this framework is conceptual in nature, it does show the planning intent for the subdistrict's inner workings. This intent should be considered in the Town's comparison of rezoning applications on whether such connections are being proposed.
- Open Space Allocation -- The required open space allocation defined by the existing entitlement within this sub-district would be consolidated to create the green features mentioned here, which should be designed for shade and human usability. In the event where additional open space is required, this should be considered in the allocation of zoning use and density to provide for such loss in usable acreage.
- Final Layout -- The street and open space system layout shown on Exhibit 2 are intended to show intent vs. specific placement and are to be finalized during the site plan approval process.

2.2 Prairie Neighborhood (Sub-District 2)



Sub-District 2 Plan with Boundary in Red

2.2.1 *Sub-District Boundary* -- The boundary extends westerly from Shawnee Trail along Parvin Branch to Legacy Drive to existing developed single family, eastward to Mahard Parkway between Godwin Parkway and Prairie Drive, southward to Prairie Drive, eastward to Shawnee Trail, and northward back to Parvin Branch.

2.2.2 *Development Intent* – In its totality, this sub-district is envisioned as a local village-scaled mixed-use neighborhood that supports the adjacent higher density 380 Gateway sub-district (*i.e., it does not conflict in use, density and experience with this area*). This is to avoid an overbuilding of real estate programming that is better positioned for highway visibility while still having an urban density of use that helps support the envisioned commercial uses around it. This is specifically accomplished through a transition in density and use from the west and north to the south and east as shown on Exhibit 3.

2.2.3 *Programming Features* --

- Mixed-Use Village – To provide a transition in scale and use between the 380 Gateway Sub District (1) and the Prairie Neighborhood Sub District (2), the area defined by Mahard Parkway, Godwin Parkway, Shawnee Trail and Prairie Drive is envisioned to contain a lower scale mixed-use zone similar to that allowed in the Downtown West sub-district, which includes higher density single-family uses (see section 4.3.3 for mixed-use allocation), small office, commercial retail and service uses within an urban "village-like" setting based on an interconnected and walkable street and open space system, with emphasis placed on the creative and diverse use of architecture and landscape design.
- Prairie Neighborhood – To avoid a continuous commercial presence along First Street between the DNT and Legacy Drive, the area defined by Mahard Parkway, First Street, Shawnee Trail and Godwin Parkway is envisioned to contain higher density single-family uses (see section 4.4.2 for allowable housing types). This neighborhood would be designed with an amenitized and walkable community layout based on a well landscaped street grid with pedestrian connections throughout. The development blocks would be served by carefully designed alleys so as to avoid housing designs with







Pocket Community *credit: Switchgrass Capital*



Mixed-Use Village *credit: Crescent Communities*

street-facing garages while maximizing front landscaping, and with these spaces being access controlled and landscaped to form a common feature for the community.

- Note on Alternative Placement – Should a development plan be proposed to the Town that intends commercial uses along First Street, the Town may consider reversing the layout of the Prairie Neighborhood and the Mixed-Use Village (ie, flipping these two zones). If such an approach is desired, it is recommended that the frontage along First Street be carefully planned so as not to have a conventional commercial / retail plan and be heavily landscaped. Additionally, the design of the southern neighborhood should be carefully planned to provide proper transition between the 380 Gateway and this subdistrict both in architectural massing and landscape design.
- Commercial Village -- The existing zoning for the land around the eastern side of the intersection of First Street/Legacy Drive should be maintained to accommodate neighborhood scaled retail and small commercial uses, emphasizing open spaces and connections to the neighborhood street and open space system to shown on Exhibit 2.



Commercial Village *credit: XAG Group Fulshear Lakes*


Parvin Branch *credit: Stantec*


Central Pond *credit: OPN Architects*

2.2.4 *Public Realm Design Features* –

- Parvin Branch -- The Parvin Branch drainage feature north of First Street shown on Exhibit 2 is envisioned to be a continuous green open space that provides the adjacent neighborhood with active programming and respite. This would include a lighted walkway with adjacent seating areas, picnic lawns, and tree groupings that provide shade. It would also be positioned to contain any retention facilities needed for the development of this area.
- The Pond – In the heart of the commercial village is an existing drainage and retention basin that should be enhanced and preserved to form the center of the village experience. It should provide opportunities for outdoor dining overlooking the water and trees, a pedestrian trail around the feature that connects to the rest of the community streetscapes, and well-designed edges that are engaging at the pedestrian level. The water feature may be made smaller based on proper engineering principles and landscape design, but should be


Prairie Park *credit: Ayres Engineers*


Landscaped Walking Trail *credit: Compass*

maintained for experience near the pedestrian elevation and engage with the adjacent development.

- Prairie Park – As gathering feature for the Prairie Park Neighborhood is its neighborhood park located on the west side of the property. It is designed to provide transition between the neighborhood and the adjacent commercial village and should be programmed for both passive and active pursuits. It should preserve the existing stand of trees as much as possible, and promote water features that work with the existing drainage channel.
- Pedestrian Trails – Exhibit 2 shows a series of anticipated pedestrian trails in green intended to provided interconnectivity in and between this sub-district's neighborhoods and adjacent areas. These are to be platted private pedestrian pathways with public access that contain landscaping and paved walking surfaces and carefully planned within the final site plan for walkability and convenience.

2.2.5 *Implementation Concepts* –

- Economic Incentives – By and large, the existing zoning does not induce the blend of uses and connective development framework with its neighbors intended for this subdistrict as shown on Exhibit 3. Thus, to further the attainment of these planning concepts into built reality, economic development incentives may be considered by the Town to initial key developments that help the developer achieve these goals and provide a change in the marketplace. In doing so, it is expected such developments would provide a higher level of open space design and the connectivity shown on Exhibit 2.

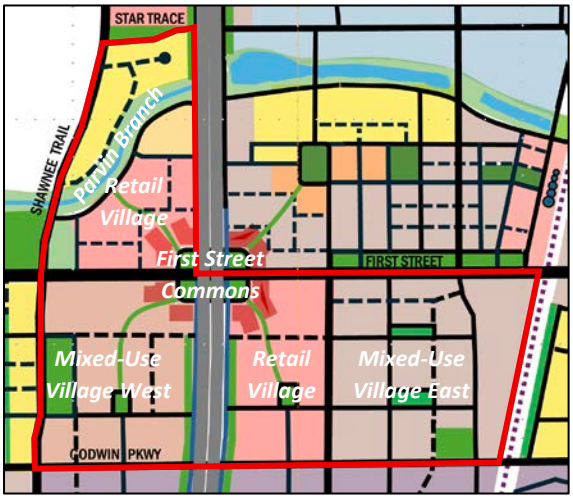
- Development Framework -- The street framework, pocket parks, medians and pedestrian green pathways shown on Exhibit 2 are intended to amenitize the community experience while providing interconnectivity between its parts. Though this framework is conceptual in nature, it does show the planning intent for the subdistrict's inner workings. This intent should be considered in the Town's comparison of rezoning applications on whether such connections are being proposed.

- Open Space Allocation -- The required open space allocation defined by the existing entitlement within this sub-district would be consolidated to create the green features mentioned here, which should be designed for shade and human usability. In the event where additional open space is required, this should be considered in the allocation of zoning use and density to provide for such loss in usable acreage.

- Final Layout -- The street and open space system layout shown on Exhibit 2 are intended to show intent vs. specific placement and are to be finalized during the site plan approval process.

2.3 First Street Neighborhood (Sub-District 3)

2.3.1 *Sub-District Boundary* -- On the east side of the Dallas North Tollway, the boundary extends from First Street to Godwin Parkway along the railroad, along Shawnee Trail to the west to Star Trace, and southward along the DNT service road to First Street.



Sub-District 3 Plan with Boundary in Red

2.3.2 *Development Intent* – The First Street / DNT intersection is the primary decision point entry into the Town from the Tollway. This location should be prioritized to create a retail shopping entertainment and restaurant node within a larger multi-use setting. This "Town Center" is also intended to form a clear gateway experience at the four corners through the First Street Commons design features. This commercial district is intended to connect directly into the adjacent neighborhoods and have a specific plan and architectural approach that accomplishes such transition.

2.3.3 *Programming Features* --

- Retail Villages -- Retail and restaurants should emanate from the intersection of First Street and the DNT. The development would be organized to present green "commons" spaces designed to accommodate pedestrian activity and to present a unique and interesting design at this important community entry point to the Town.
  - Prime Location Positioning -- As the SE and NW quadrants of this intersection are on the "going home" side of the street (based on prevailing traffic patterns), they are well positioned for community-based retail and should emphasize such uses including restaurants within an overall plan that highlights strong landscaping and pedestrian "placemaking" to avoid these developments from being experienced as conventional retail strip center designs (*i.e. typical retail buildings and pad sites surrounded by parking lots and typical landscaping*).
  - Secondary Location Positioning -- As the SW quadrant is not on the "going home" side, there should be an emphasis on non-traditional destination retail and entertainment uses. Should such uses not be possible, this quadrant could also achieve success through a lower density mixed-use zone which includes small retail, restaurant



Retail Villages *credit: Zelman, Yorba Linda*


Pedestrian Focus *credit: City of Winter Park, FL*

and entertainment uses with higher density single-family uses (see section 4.4.2 for allowable housing types), small office, and services uses in an urban "village-like" setting based on an interconnected and walkable street and open space system.

– Pedestrian Focus -- In each quadrant, special care should be taken to provide for positive pedestrian-only pathways shaded by trees, architectural elements and an urban design that places buildings in key areas with strong views that also emphasize the edges of the Green Commons spaces.



Mixed-Use Village *credit: Nuveen, Birkdale*

- Mixed-Use Villages (west and east) – The areas adjacent to the retail corners are intended to provide supporting small office, commercial retail and service uses within an urban "village-like" setting based on an interconnected and walkable street and open space system, with emphasis placed on the creative and diverse use of architecture and landscape design. Other employment or residential uses may be considered on a case-by-case basis, but all should follow the planning intent shown in Exhibit 2. See section 4.3.3 for mixed-use allocations.

2.3.4 Public Realm Design Features –

- First Street Commons – The parklet spaces shown on Exhibit 2 occur at the "hard corner" intersections of First Street and DNT. These are sized to accommodate restaurant buildings between the green and the first possible curb cut from the DNT service road, resulting in approximately 100'-150' square and symmetrical green spaces. The spaces should be designed for pedestrian activity, with the adjacent pad site and common retail buildings having direct entry and patios to activate these spaces. Final site planning should emphasize different design approaches on each corner, and special care should be taken to make for a pleasant pedestrian crossing under the DNT overpass in each direction through lighting and landscape design.
- Pedestrian Paths – Dedicated pedestrian pathways that connect each quadrant back into the larger street and open space system. This is intended to create overall community connectivity. These should be tree-lined walkways that provide seating areas and shade. Such pathways may take the form of urban sidewalks if combined with roadways.
- Green Frontage Screen – To achieve the focus of development nodes described previously, Exhibit 2 shows a green frontage zone on both sides of the DNT between this sub-district and the adjacent sub-districts to the north and south. This

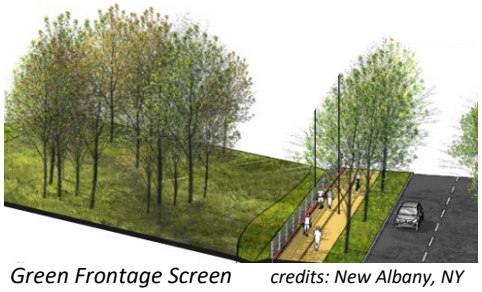




Commons Spaces *credits: Dunwoody, Smokey Rose*



Pedestrian Paths *credits: landscapeforms*



Green Frontage Screen *credits: New Albany, NY*

Green Frontage Screen is comprised of three rows of 6" caliper evergreen trees (at installation) with bermed ground planting and pedestrian pathways. The first row would run parallel to the DNT service road, with the second two rows being informally grouped and placed within the bermed ground plain to form a naturalistic setting.

- Pocket Parks -- Exhibit 2 also shows small pocket parks intermingled into the development framework to provide areas of focus behind the retail frontage area and a device to assist transition from these areas to the mixed-use villages behind. These should be designed for passive pedestrian use, to be lined with street trees, to provide for shaded seating, and to create visual interest in totality.
- Parvin Branch – An additional section of Parvin Branch is to be improved in this area as described in section 2.2.4.



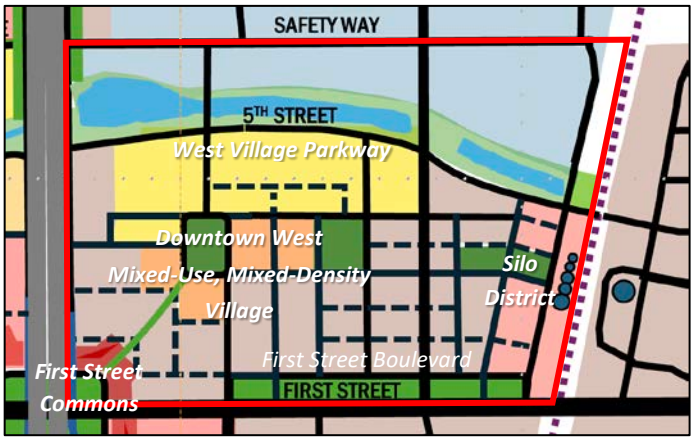
Pocket Park *credits: Savannah, GA*

2.3.5 *Implementation Concepts*

- Economic Incentives – By in large, the existing zoning does not induce the blend of uses and connective development framework with its neighbors intended for this subdistrict as shown on Exhibit 3. Thus, to further the attainment of these planning concepts into built reality, economic development incentives may be considered by the Town to initial key developments that help the developer achieve these goals and provide a change in the marketplace. In doing so, it is expected such developments would provide a higher level of open space design and the connectivity shown on Exhibits 2 and 4.
- Development Framework -- The street framework, pocket parks, medians and pedestrian green pathways shown on Exhibit 2 are intended to amenitize the community experience while providing interconnectivity between its parts. Though this framework is conceptual in nature, it does show the planning intent for the subdistrict's inner workings. This intent should be considered in the Town's comparison of rezoning applications on whether such connections are being proposed.
- Open Space Allocation -- The required open space allocation defined by the existing entitlement within this sub-district would be consolidated to create the green features mentioned here, which should be designed for shade and human usability. In the event where additional open space is required, this should be considered in the allocation of zoning use and density to provide for such loss in usable acreage.
- Final Layout -- The street and open space system layout shown on Exhibit 2 are intended to show intent vs. specific placement and are to be finalized during the site plan approval process.

2.4 Downtown West (Sub-District 4)

2.4.1 *Sub-District Boundary* -- The boundary extends from the railroad to Safety Way in the north, to the Tollway to the west, and First Street to the south.



Sub-District 4 Plan with Boundary in Red

2.4.2 *Development Intent* – The Town's historic downtown area is not large enough contain the critical mass of commercial and residential uses needed to generate the sense of destination and "eat-ertainment" that is emblematic of other successful historic downtown districts. Downtown being far removed from the DNT and west of the railroad further compounds this challenge and risks the area being out-positioned by newer developments along the DNT. As a result, the Vision for this area is to extend Downtown westward to have a presence on the DNT. This extension is to use a similar street grid, block and building form in which a lower density mixed-use zone is developed on urban streetscapes, and is centered on key pocket parks, the redevelopment of the Silos into an active entertainment zone, a new frontage zone for First Street, and new housing types that meet market demand all working together to form a memorable and functional destination.

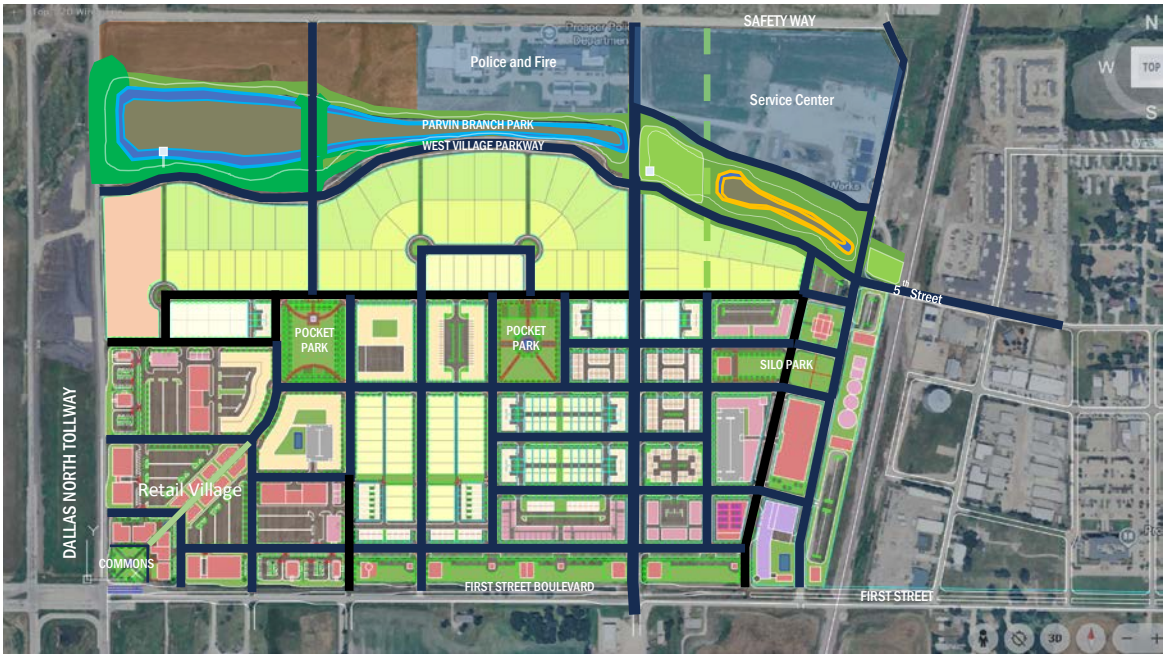


Exhibit 4 Downtown West Small Area Plan

The small area plan detailed on Exhibit 4 shows the street layout, open space and pedestrian network, new streetscapes, commercial/retail/entertainment building locations, residential building types and arrangements, mixed-use locations, and the overall specific development intent. This plan should be used as the basis for rezoning and public improvements with the intent to achieve as much of the plan as possible through final site plan approval.

2.4.3 *Programming Features* –

- Mixed-Use, Mixed-Density Village – As identified on Exhibits 3 and 4, this sub-district is intended to contain a range of commercial, entertainment, small office, for-sale and for-lease residential developments situated on a street grid and open space system that compliments the existing historic downtown. It provides the opportunity to deliver "missing middle" residential housing types shown in section 4.4.2 that are well positioned with the other land uses to create an active and visually diverse new community accentuated by retail, restaurants, entertainment and mixed-use buildings on key frontages.



Mixed-Density Village *credits: Turley, Harbortown*

- The Silos – These historic structures are intended to be the center of a mixed-use entertainment restaurant zone as shown on Exhibit 4. This development is intended to be implemented in a manner that celebrates the silos as historic remnants of the community's agrarian past, but brought into today's economy through the use of retail, entertainment and small commercial uses in and around them, and with convenient parking facilities that are screened from primary views. It provides for a new hotel site that terminates the east end of the First Street Boulevard and is centered around a key active outdoor park space adjacent to the Silos.



Silos Redevelopment *credits: Cushing Terrell, Buda*

- Retail Village – Similar to what is envisioned at the SW quadrant of the First Street Neighborhood sub-district, a mixed-use town center is shown on Exhibits 3 and 4 to also be centered around a Green Commons.



Retail Village *credits: Caruso, Waterside*

- First Street Frontage -- A mixed-use development frontage is depicted on Exhibit 3 and 4 to form an urban boulevard effect along First Street.



First Street Frontage *credits: Winter Park, FL*

- West Village Parkway – This curving linear parkway runs along Parvin Branch Park as described in 2.4.4 to create a strong address for new residential frontage (a variety of residential types should be considered) on its south side and flex-office to go with the existing and planned public facilities south of Safety Way. Each development should face this parkway to provide focus and experience.



West Village Parkway *credits: Cole West*

2.4.4 Public Realm Design Features –

- First Street Boulevard -- The area between First and Second streets are converted into a linear parkway that accommodates commercial pad sites and public spaces in a manner shown on Exhibit 4 with parking arranged on 2nd street.

- Parvin Branch – As part of the specific small area plan shown on Exhibit 4, the Parvin Branch waterway south of Safety Way is envisioned to be a continuous green open space with a central retention pond features. This parkway is intended to provide the adjacent neighborhood a beautiful green experience while aligning the development of the public and office uses along Safety Way. The design should include a lighted walkway with adjacent seating areas, picnic lawns, and tree groupings that provide shade. The retention ponds are to be designed to accommodate the local area's storm water management needs while also being stocked for fishing.

- Pocket Parks -- Exhibit 4 also shows small pocket parks intermingled into the development frame-work to provide areas of neighborhood focus and a device to assist transition between densities and neighborhoods. These should be designed for passive pedestrian use, to be lined with street trees, to provide for shaded seating, and to create visual interest in totality.

- First Street Commons – Downtown West includes a green commons within its retail village area as described in section 2.3.4.

- Silo Park – Central to the Silo District redevelopment area, this pocket park should be designed for active pedestrian use with both hardscape and softscape features, interactive fountain, shade trees, seating areas. It should be designed so the adjacent streets may be shut down during events.

2.4.5 Implementation Concepts --

- Economic Incentives – The existing zoning does not induce the blend of uses and connective development framework with its neighbors intended for this subdistrict as shown on Exhibit 3. Thus, to further the attainment of these planning concepts into built reality, economic development incentives may be considered by



First Street Boulevard *credits: Winter Park, FL*



Parvin Branch *credits: Ginnie Leeming, Lakeside HP*



Pocket Park *credits: Savannah, GA*



Silos Park *credits: Magnolia Silos*



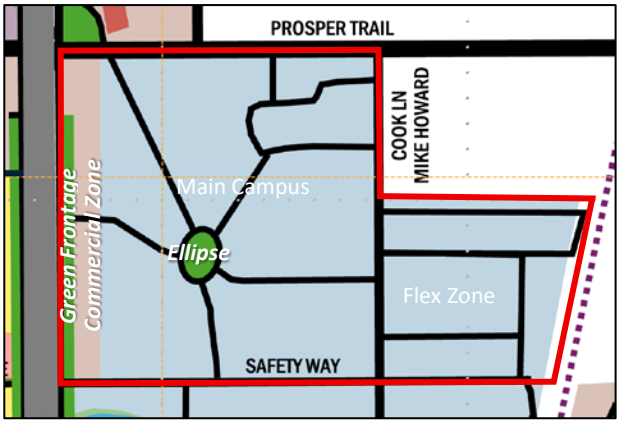
First Street Commons *credit: Zelman, Yorba Linda*

the Town to initial key developments that help the developer achieve these goals and provide a change in the marketplace. In doing so, it is expected such developments would provide a higher level of open space design and the connectivity shown on Exhibits 2 and 4.

- Development Framework -- The street framework, pocket parks, medians and pedestrian green pathways shown on Exhibits 2 and 4 are intended to amenitize the community experience while providing interconnectivity between its parts. Though this framework is conceptual in nature, it does show the planning intent for the subdistrict's inner workings. This intent should be considered in the Town's comparison of rezoning applications on whether such connections are being proposed.
- Open Space Allocation -- The required open space allocation defined by the existing entitlement within this sub-district would be consolidated to create the green features mentioned here, which should be designed for shade and human usability. In the event where additional open space is required, this should be considered in the allocation of zoning use and density to provide for such loss in usable acreage.
- Final Layout -- The street and open space system layout shown on Exhibits 2 and 4 are intended to show intent vs. specific placement and are to be finalized during the site plan approval process.

2.5 Faith Community (Sub-District 5)

2.5.1 *Sub-District Boundary* -- The boundary extends the Tollway along Prosper Trail to Mike Howard Street, eastward along the existing industrial development along Industrial Way to the railroad, southward to Safety Lane, and westward back to the Tollway.



Sub-District 5 Plan with Boundary in Red

2.5.2 *Development Intent* – A three-part multi-use development zone that is envisioned to evolve around the existing religious and employment uses shown on Exhibit 3 within a green campus presence.

2.5.3 *Programming Features* –

- Main Campus – The Prestonwood Baptist Church's North Campus and its related uses. The campus is intended to bring a critical mass of institutional and community uses activated by small-scale employment uses around it, with a street framework emphasizing a central identity point ("the Ellipse").



Prestonwood Baptist Church North Campus *credit: PBC*

- Commercial Zone – The narrow land frontage along the DNT intended to be a destination for religious patrons and the community at large while avoiding a conventional suburban commercial strip identity. Special care should be used in its site planning to allow easy access by both pedestrian and vehicular traffic from the Main Campus, and the site planning should reinforce the subdistrict's presence as a natural "green campus" (whereby development in this zone appears part of the larger religious campus behind). The green frontage screen will run within this commercial zone and its site planning should be carefully coordinated to provide parking for the commercial uses behind.



Commercial Frontage *Credit: Orchard in Phoenix*

- Flex Zone – This area is defined by the existing and future planned flex light industrial and small commercial uses east of Mike Howard Street. Streetscape along Mike Howard should be planned to incorporate street trees, sidewalk, and neighborhood wayfinding graphics.



Flex Zone *Credit: 2727 W. Mockingbird, LoopNet*

2.5.3 Public Realm Design Features --

- Modified Green Frontage Screen – To achieve the focus of distinct development nodes at First Street and at Prosper Trail that are not visually diluted between each intersection, a green frontage zone adjacent to the DNT is shown on Exhibit 2. This Green Frontage Screen zone is comprised of a triple aligned row of 6" caliper evergreen trees (at installation) on thirty-six (36) foot centers, and well-designed ground planting. Head-in parking spaces may occur within the first two trees facing the development area. The third row would occur between retail buildings. Should this area develop with senior housing, the green frontage screen described in section 2.3.4 would apply.



Modified Frontage Screen *Credit: Shops at Legacy*

- The Ellipse – A central vehicular feature around the existing drainage area is envisioned to work with the existing site natural features. It should use heavy landscaping and provide connection to a larger pedestrian trail system.



Landscaped Ellipse *credit: DDOT*

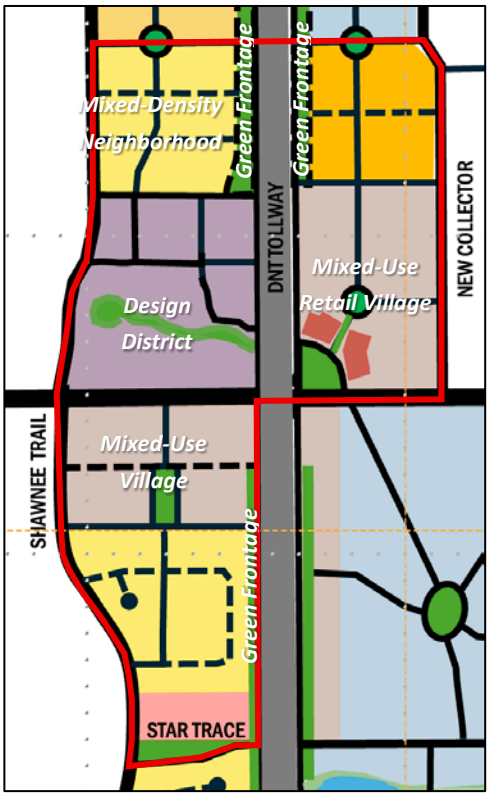
2.5.4 Implementation Concepts –

- Open Space Allocation -- The required open space allocation defined by the existing entitlement within this sub-district would be consolidated to create the green features mentioned here, which should be designed for shade and human usability . In the event where additional open space is required, this should be considered in the allocation of zoning use and density to provide for such loss in usable acreage.

- Alternative Development Framework -- As the area develops, all parties may consider the alternative development framework in this sub-district as depicted on Exhibit 2 to place a greater emphasis on the natural features of the land. This street and open space framework follows the existing conditions of the site area and emphasizes the central water feature on campus. Though this framework is conceptual in nature, it does show the planning intent for the subdistrict's inner workings to provide a greener campus experience through asymmetrical blocks and related open space. This intent should be considered in the Town's comparison of rezoning applications on whether such connections are being proposed.

2.6 Prosper Trail Neighborhood (Sub-District 6)

2.6.1 *Sub-District Boundary* -- On the east side of the Dallas North Tollway, the boundary comprises Planned Development 35—Commercial Tract. On the west side of the Tollway the boundary extends from the northerly property line of Planned Development 128 to Star Trace Parkway between Shawnee Trail and the Tollway.



Sub-District 6 Plan with Boundary in Red

2.6.2 *Development Intent* – Similar to the First Street Neighborhood sub-district, the Prosper Trail Neighborhood sub-district is envisioned to prioritize the placement of retail along the DNT within the District to dilution and poorly positioned commercial uses. In doing so, there is an emphasis on creating mixed-use villages at the Prairie Trail / DNT intersection with attention paid to the nature of each quadrant's location.

2.6.3 *Programming Features* –

- The NW quadrant of this intersection would follow existing zoning ("Prosper Arts District" given its prime positioning for retail and related medium density mixed use development
- Secondary Location Positioning – For the foreseeable future, the primary traffic flow along the DNT runs from south to north in the afternoon and evening timeframe. As a result, the SW and NE quadrants are not on the "going home" side which is supportive of traditional convenience and grocery driven retailing. As such, there should be an emphasis on non-traditional destination retail and entertainment uses in these quadrants. Should such uses not be possible, this quadrant could also achieve success through a lower density mixed-use zone which includes small retail, restaurant and entertainment uses with higher density single-family uses (see section 4.4.2 for allowable housing types), small office, and services uses in an urban "village-like" setting based on an interconnected and walkable street and open space system.
- Star Trace Entry Zone – The midpoint land between Star Trace Parkway and Prosper Trail is presently zoned for retail and commercial uses. However, this is a secondary location that could lead to such uses being secondary and less successful over time. Therefore, this land is shown on Exhibit 3 as having the potential to include higher density single-family uses (see section 4.4.2 for allowable housing types) positioned behind the Green Frontage Screen identified in section 2.6.4.
- Pedestrian Focus -- In each quadrant, special care should be taken to provide for positive pedestrian-only pathways shaded by trees, architectural elements and an urban design that places buildings in key areas with strong views that also emphasize the edges of the Green Commons spaces.

- Mixed-Density Neighborhood -- The area at the northwestern and southwestern portion of the subdistrict is envisioned to contain higher density single-family uses (see section 4.4.2 for allowable housing types) within an amenitized and walkable community layout. The design should be based on a well landscaped street grid with pedestrian connections throughout. The higher density single family portion of this programming would be served by carefully designed alleys to avoid garage forward housing designs and maximize street-facing landscaping. Such alleys would be designed with access control and landscaped to form a secondary private space feature for the community.



Mixed-Density *credit: Switchgrass Capital, Portland OR*

- Mixed-Use Village – The NE and SE quadrants of the DNT / Prosper Trail intersection are envisioned to contain a lower density mixed-use zone similar to that described in section 2.2.3, which includes higher density single-family uses (see section 4.3.3 for mixed-use allocation), small office, commercial retail and service uses within an urban "village-like" setting based on an interconnected and walkable street and open space system, with emphasis placed on the creative and diverse use of architecture and landscape design.



Mixed-Use Village *credit: Woolpert, Dodson Place*

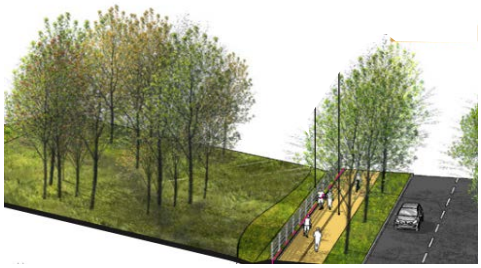
- Mixed-Use Retail Village – The NW quadrant of the DNT / Prosper Trail intersection is envisioned to contain a lower density mixed-use zone with greater emphasis on retail and restaurants at the hard corner. Rather than a shopping center format dominated by parking lots, it is envisioned to be a shopping "hamlet" defined by its green corner common, pedestrian and vehicular street grid, and small pocket parks that accommodate family events and children. It is also envisioned to have small business and hospitality programming due to its proximity to the DNT, adjacent religious anchors, and overall community.



Mixed-Use Retail Village *credit: Caruso, Palisades*

2.6.4 Public Realm Design Features --

- Green Frontage Screen – To achieve the focus of development nodes described previously, Exhibit 2 shows a green frontage zone along the DNT between this sub-district and the First Street Neighborhood sub-district to the south. This frontage screen should follow the same description as detailed in section 2.3.4.



Green Frontage Screen *credits: New Albany, NY*

- Green Common – The parklet space shown on Exhibit 2 occur at the NE quadrant of Prosper Trail and DNT at the "hard corner". It should be sized to accommodate restaurant buildings between the green and the first possible curb cut from the DNT service road. It should be designed for pedestrian activity, with the adjacent pad site and common retail buildings having direct entry and patios to activate these spaces. Final site planning should emphasize different design approaches on each corner, and special care should be taken to make for a pleasant pedestrian crossing under the DNT overpass in each direction through lighting and landscape design.



Green Common *credit: Zelman, Yorba Linda*

- Pedestrian Green Connector – Dedicated pedestrian pathway that connects the mixed-use common back into the larger street and open space system of the village for overall community connectivity. These should be tree-lined walkways that provide seating areas and shade. Such pathways may take the form of urban sidewalks if combined with roadways.



Green Connector *credit: Caruso, Palisades*

- Pocket Parks and Roundabouts -- Exhibit 2 shows small pocket parks intermingled into the development framework as rectangular spaces with streets around them and roundabouts with central greens. These spaces are intended to provide areas of focus behind the mixed-use and retail frontage areas as devices that assist transition from these areas to communities behind. They should be designed for passive pedestrian use, be lined with street trees, provide for shaded seating create visual interest in totality. Special artwork should be considered given the visual prominence of their locations within the community plan.



Pocket Park *credit: Touchstone, Park Circle*



Roundabout *credit: OHM, New Albany*

2.6.5 Implementation Concepts –

- Economic Incentives – PD 128 reflects the blend of uses and connective development envisioned for this subdistrict. The remainder of the zoning in this area does not conform by in large with these goals as shown on Exhibit 3. Thus, to further the attainment of these planning concepts into built reality, economic development incentives may be considered by the Town to initial key developments that help the developer achieve these goals and provide a change in the marketplace. In doing so, it is expected such developments would provide a higher level of open space design and the connectivity shown on Exhibits 2 and 3.
- Development Framework -- The street framework, pocket parks, medians and pedestrian green pathways shown on Exhibit 2 are intended to amenitize the community experience while providing interconnectivity between its parts. Though this framework is conceptual in nature, it does show the planning intent for the subdistrict's inner workings. This intent should be considered in the Town's comparison of rezoning applications on whether such connections are being proposed.
- Open Space Allocation -- The required open space allocation defined by the existing entitlement within this sub-district would be consolidated to create the green features mentioned here, which should be designed for shade and human usability. In the event where additional open space is required, this should be considered in the allocation of zoning use and density to provide for such loss in usable acreage.
- Final Layout -- The street and open space system layout shown on Exhibit 2 are intended to show intent vs. specific placement and are to be finalized during the site plan approval process.

2.7 Frontier Parkway Gateway (Sub-District 7)

2.7.1 *Sub-District Boundary* -- On the east side of the Dallas North Tollway, the boundary extends from Frontier Parkway to the southerly property line of Planned Development 35 (MF Tract) between the new collector road and the Tollway. On the west side of the Tollway the boundary extends from Frontier Parkway to the northerly property line of Planned Development 128 between Shawnee Trail and the Tollway.

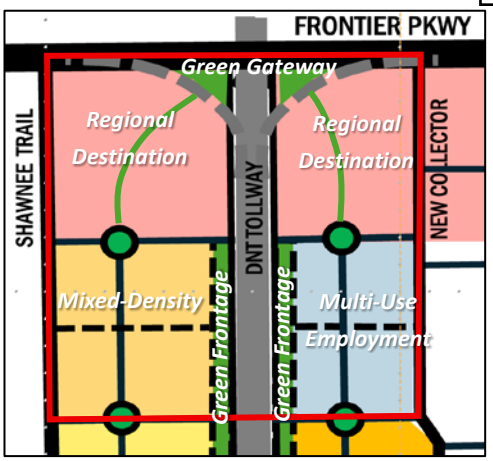
2.7.2 *Development Intent* – Intended to be a regional destination containing retail and supporting uses, with office integrated to build market desirability and to present a formal gateway into the Town. Open spaces should be provided to organize the uses and activate the experience. Parking lots should be de-emphasized through the placement of buildings to contain them in courts, and a quality pedestrian experience should be emphasized through dedicated pedestrian ways connecting the primary uses and open spaces along with special landscaping, lighting and art features.

2.7.3 *Programming Features* –

- Regional Commercial Destination – Retail, entertainment and office programming with emphasis on creating a recognizable commercial node having special amenity and open space features. Emphasis should not be on parking lots but on placemaking. Housing, including seniors, may be considered with approved site planning.
- Multi-Use Employment – Offers a range of employment uses that is supported by the adjacent retail and multifamily tracts. The Town may consider other uses such as senior housing due to its proximity to services and amenities.
- Mixed-Density High -- The tracts south of the regional intersection are secondary in nature. To avoid over-building of retail/commercial along the DNT, dense single-family uses (see section 4.4.2) may be added to support the nearby retail. These uses would be behind the Green Frontage Screen and should emphasize front stoops, walkable sidewalks and pleasant open spaces.

2.7.4 *Public Realm Design Features* --

- Green Gateway – To avoid the DNT/Frontier Parkway interchange understory from being an inactivated visual void, an urban forest should be developed within a large setback having trees, ground plain planting and trail system between the



Sub-District 7 Plan with Boundary in Red



Office retail blend *credit: Billingsley, Cypress Waters*



Regional Commercial *credit: Cassco, Clearfork*



Multi-Use Office *credit: Virtual Office, New Braunfels*



Mixed-Density High *credit: WDG, Southlake*

buildings and roadway improvements. This green gateway should be designed to accommodate the long-term vision of the interchange design improvements. As shown on Exhibit 2, this will also serve to provide the setback needed to create pleasant views of these prominent buildings in a manner which is designed to be differentiated from the DNT/380 Gateway interchange.



Green Gateway *credit: pngtree.com*

- Green Frontage Screen – To highlight development nodes vs strip corridor development along the corridor, Exhibit 2 shows a green frontage zone on both sides of the DNT between this sub-district and the Prosper Trail Neighborhood to the south. This Green Frontage Screen zone shall include a triple aligned row of 6" caliper evergreen trees (at installation) on thirty-six (36) foot centers and activated by well-designed ground planting. Head-in parking spaces may occur within the first two trees facing the development area.



Green Frontage Screen *credit: Woodlands Oper. Co*

- Green Roundabouts -- Exhibit 2 shows circular landscaped traffic improvements integrated into the development framework. These improvements are to provide focal points behind the retail frontage that transition to the communities behind. They should be designed for passive pedestrian use, be lined with street trees, provide for shaded seating create visual interest in totality. Special artwork should be considered given the visual prominence of their locations within the community plan.



Roundabout *credit: OHM, New Albany*

- Pedestrian Pathways -- Dedicated pedestrian pathways that connect each quadrant back into the larger street and open space system should be part of the site planning to form community connectivity. These should be tree-lined walkways that provide seating areas and shade. Such pathways may take the form of urban sidewalks if combined with roadways.



Pedestrian Paths *credit: Larimer Design, Eastlake Albany*

2.7.5 *Implementation Concepts*

- Economic Incentives –The primary tracts along Frontier Parkway shall follow the existing entitlement. However, there may be additional uses of higher density contemplated to add to the existing entitlement which include high density office, commercial and residential uses. The Town may consider offering economic incentives within the context of the presented development team and quality site plan.
- Development Framework -- The street framework, pocket parks, medians and pedestrian green pathways shown on Exhibit 2 are intended to amenitize the community experience while providing interconnectivity between its parts. Though this framework is conceptual in nature, it does show the planning intent for the subdistrict's inner workings. This intent

should be considered in the Town's comparison of rezoning applications on whether such connections are being proposed.

- Open Space Allocation -- The required open space allocation defined by the existing entitlement within this sub-district would be consolidated to create usable green features designed for shade and human usability. In the event where additional open space is required, this should be considered in the allocation of zoning use and density to provide for such loss in usable acreage.
- Final Layout -- The street and open space system layout shown on Exhibit 2 are intended to show intent vs. specific placement and are to be finalized during the site plan approval process.

C. Desired Experiences

Community Experience 1 – The "Amenitized Town"

Bedroom Community with some employment and services, offers amenities described herein, and is consistent with these private strategies

Neighborly Connection





- Mixed-Use activity center
- Housing focus, with jobs & services as amenity
- Designed for interaction

DNT Context: Frontage acts as "town center" with connections to each adjacent neighborhood

Community Engagement





- Neighborhood events
- Community organizations
- Awareness and inclusion
- Connection with others

DNT Context: Programming of "town center" professionally managed to ensure success

Outdoor Activity





- Diverse venues; active and passive programs
- Connection to Nature
- Unique in the region

DNT Context: Frontage contains at least one active venue and access to reimagined Nature

Income/Age Housing Choice





- Housing offerings for range of life stages & demographics
- Allow for move-up and consolidation along the way

DNT Context: Frontage offers such options, as well as reevaluation of all neighborhoods

Sources: ULI, Builder Magazine, Hillwood, Brookfield, Newland, Del Webb, Prosper

Remote Working



Water Experiences



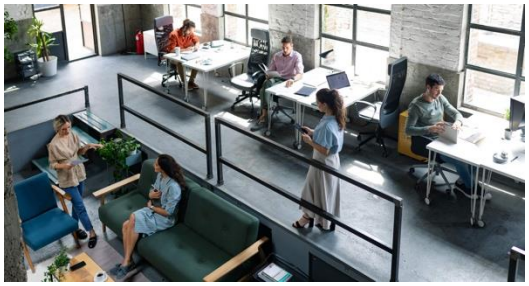
Living Well/Mindfulness



Education and Safety



Sources: ULI, Builder Magazine, Hillwood, Brookfield, Newland, Del Webb, Woodlands Operating Co



- Flexibility in design of homes and businesses
- Wireless open spaces
- Plan for tech evolution

DNT Context: Help incentivize the establishment of places that are conducive to remote-working



- Provide water access in different ways
- Efficient and sustainable design

DNT Context: Provide a signature water experience in a focal point along the Frontage



- Promoting health/wellness in design and operations
- Passive and active health uses planned in community

DNT Context: Help incentivize the establishment of “Zen” places and health-centered uses



- Great schools
- Safe neighborhoods
- Convey peace of mind as the community mindset

DNT Context: Highlight connection to the High School and investigate funding program for augmented pay

The “Amenitized Town” – Case Study

Southlake, TX

Community Core





- Amenitized shopping experience within mixed--use town center setting
- Primary community uses within the town center including special events parks

Community Services





- Hotel and health care offerings along highway
- Kept to high quality standard to convey high-end identity

Upscale Neighborhoods/Housing





- Hotel and health care offerings along highway
- Kept to high quality standard to convey high-end identity

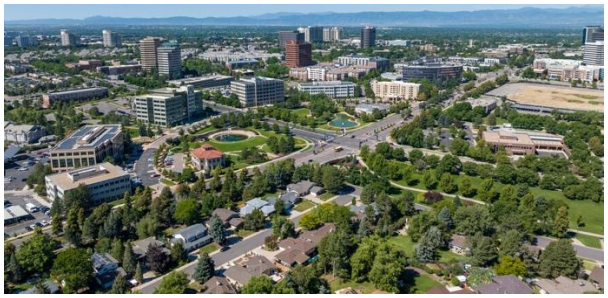
Risk of achieving this in Prosper: Ability to ”tweak” existing PD plans and related frontage development pattern

Community Experience 2 – The "Self-Sustaining City"

Fully integrated community in which there is a direct relationship between jobs and housing, while maximizing tollway frontage for commercial mixed use

Mix of Jobs and Housing





- Tax base is equally divided between commercial and residential land uses
- Employment delivered through a city-center core district

Suburban "Downtown"





- Identifies as a premier employment centers in the region, offering amenities, uses, and services to employees, while providing an active center for residents

Integrated Streets/Open Space





- Street system planned with open space system to amenitize parcels within the core
- Combination of regional, local and transit lines provide throughput

Risk of achieving this in Prosper: Scale of frontage and ability to "tweak" existing PD plans and related development pattern

The “Self Sustaining City” – Case Study

Las Colinas (N. Irving), TX

Employment Center





- Largest suburban office grouping in Texas
- Coordinated with regional transportation systems and master open space network
- Quality development standards

Mixed-Use Town Center





- Restaurants, entertainment, office, hotel, conference, housing & open space within a walkable urban center setting

Diversity of Housing





- For sale detached, attached, for lease, flats, apartments, townhomes, seniors, extended stay
- Quality development standards

Risk of achieving this in Prosper: Ability to ”tweak” existing PD plans and related frontage pattern

The "Exclusive Community"

Prosper is within a select group of communities…

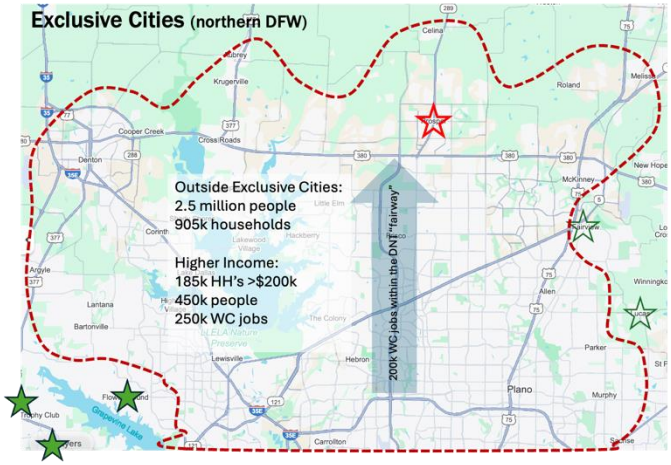
Take-aways: Those in Green do not have a primary commercial identity along their respective highways

Texas is home to seven fastest-growing wealthy suburbs, the most out of any state. These include:

Municipality	HH Income	Population
University Park (DFW)	$381,235	26,000
Southlake (DFW)	$360,078	32,000
Prosper (DFW)	$215,851	46,000
Colleyville (DFW)	$196,298	26,000
Flower Mound (DFW)	$184,769	82,000
Fulshear (Houston)	$178,398	43,000
Celina (DFW)	$142,643	43,000

The seven wealthiest suburbs in DFW:

Municipality	HH Income	Population
Westlake	$471,768	2,000
Highland Park	$429,832	9,000
University Park	$381,235	26,000
Southlake	$360,078	32,000
Trophy Club	$226,745	14,000
Prosper	$215,851	46,000
Colleyville	$196,298	26,000



The seven wealthiest suburbs in the US:

Municipality	HH Income	Population
Scarsdale (NYC)	$568,942	19,000
Highland Park (DFW)	$502,823	9,000
Rye (NYC)	$405,074	44,000
West Univ Place (Hou)	$404,000	15,000
Los Altos (San Jose)	$401,000	31,000
Paradise Valley (PHX)	$385,643	13,000
University Park (DFW)	$381,235	26,000

The "Exclusive Community" – Case Study

Westlake, TX











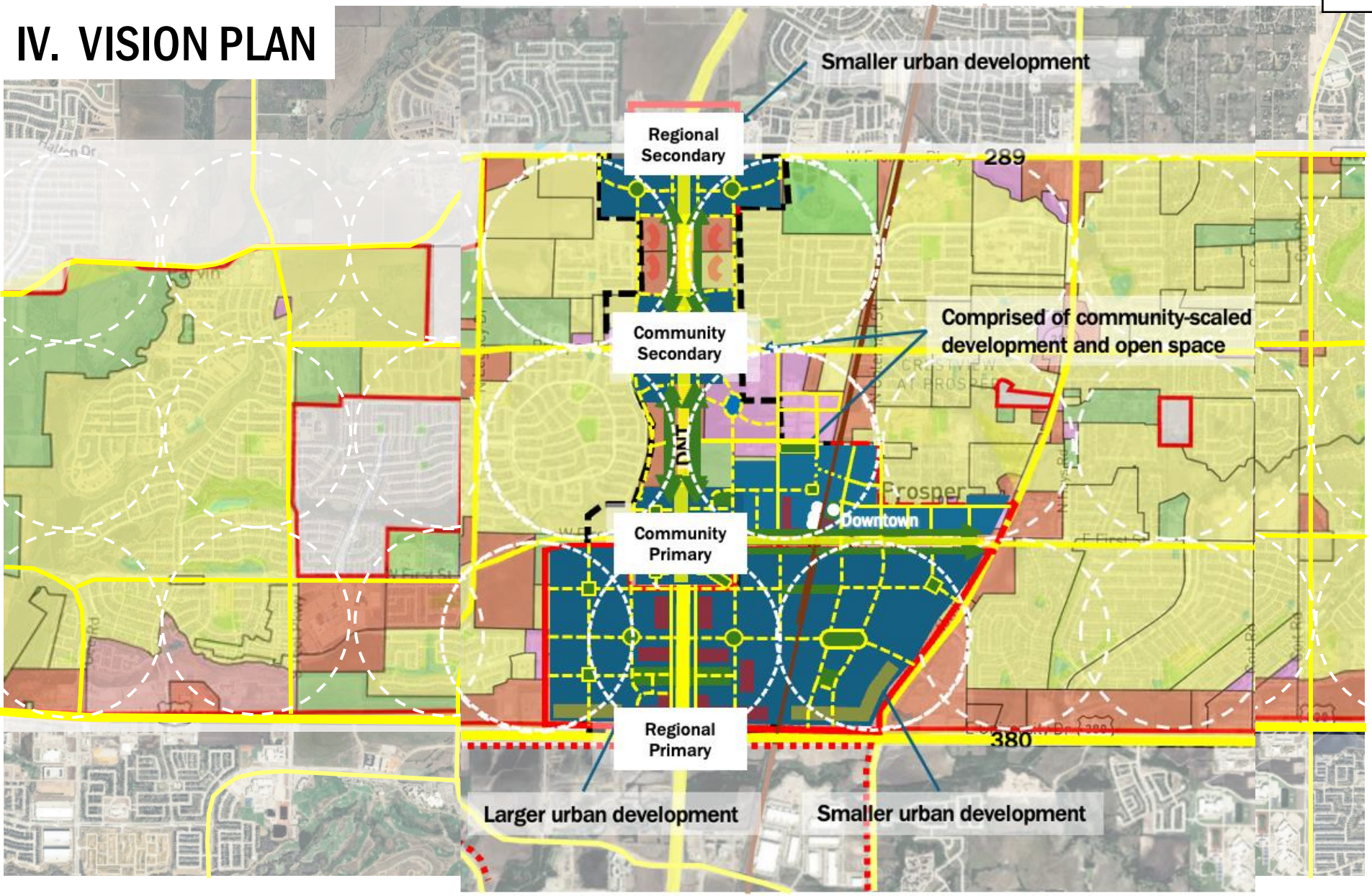
A. Gained Panache as Corporate HQ Destination
   -- Charles Schwab Campus
   -- Deloitte University Campus
   -- Fidelity Investments Regional Campus

B. Hi-End & Hi-Amenitized Housing
   (Vaquero Club)

C. Uses Adjacent Communities for Service Needs
   (Southlake, Roanoke, etc)

Risk of achieving this in Prosper: Existing PD zoning and related frontage identity

IV. VISION PLAN



Regional District DNT / SH 380

Community Experience – The "Self-Sustaining City"

Direct relationship between jobs and housing, maximizing tollway frontage for commercial M/U

Mix of Jobs and Housing



- Tax base is equally divided between employment/commercial and residential uses
- Employment delivered through city-center core

Suburban "Downtown"



- Identifies as a premier employment centers in the region, offering amenities, uses, and services to employees, while providing an active center for residents

Integrated Streets/Open Space



- Street system planned with open space system to amenitize all the parcels within the core
- Combination of regional, local and transit lines provide throughput

Risk of achieving this in Prosper: Scale of frontage and ability to "tweak" existing PD plans

Employment Center



- Largest suburban office grouping in Texas
- Coordinated with regional transportation systems and master open space network
- Quality development standards

Mixed-Use Town Center

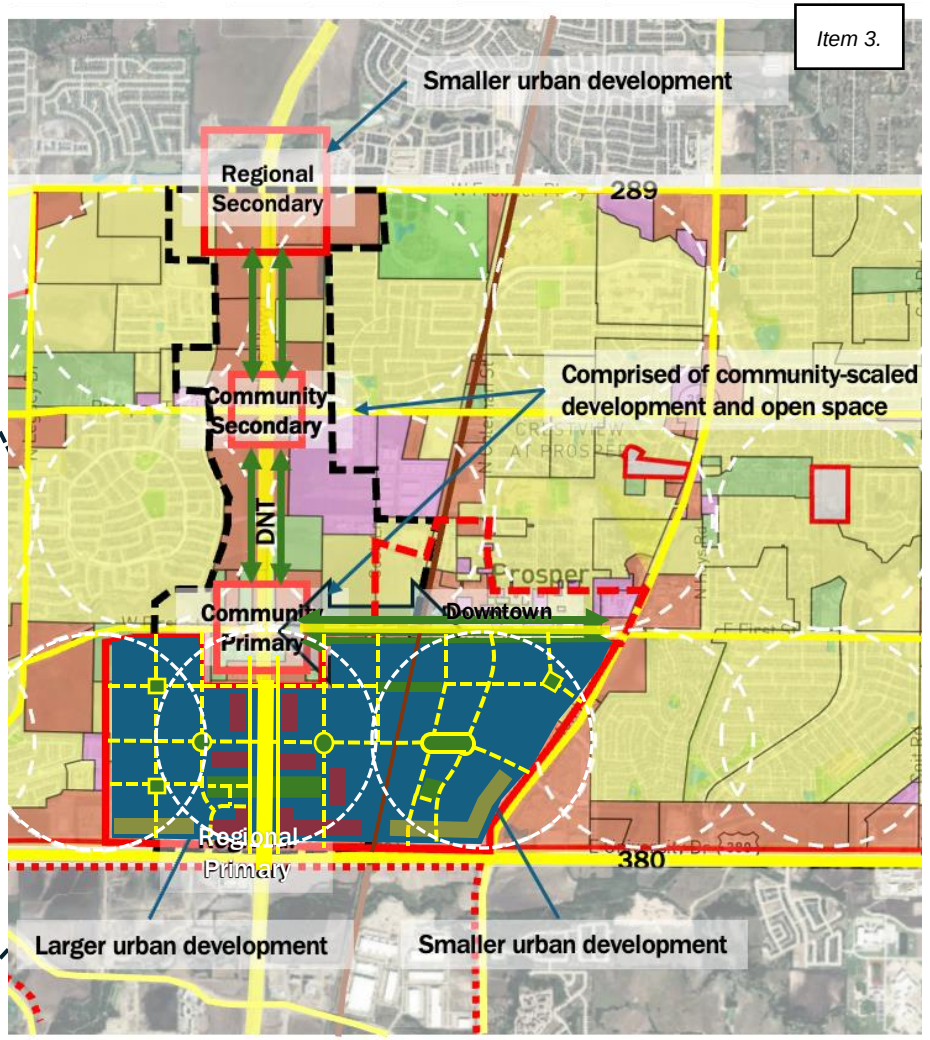


- Restaurants, entertainment, office, hotel, conference, housing & open space within a walkable urban center setting

Diversity of Housing



- For sale detached, attached, for lease, flats, apartments, townhomes, seniors, extended stay
- Quality development standards





Downtown District
DNT / First & Downtown

Community Experience – The Historic Center

The most important community-scaled center, providing central community amenities

Remote Working



- Flexibility in design of homes and businesses
- Wireless open spaces
- Plan for tech evolution

Historical Connection



- Highlight the community's history
- Preserve and enhance its historic structures

Public Structures & Spaces



- Consolidate the Town's public buildings into historic center
- Reinforce downtown as the center of public life

Range of Housing Options



- From rental to for-sale, provide for a range of sizing, type and amenities to provide a village-like feel

Sources: ULI, Builder Magazine, Hillwood, Brookfield, Newland, Del Webb, Woodlands Operating Co, Prosper EDC

Neighborly Connection



- Mixed-Use activity center
- Housing focus, with jobs & services as amenity
- Designed for interaction

Community Engagement



- Neighborhood events
- Community organizations
- Awareness and inclusion
- Connection with others

Outdoor Activity



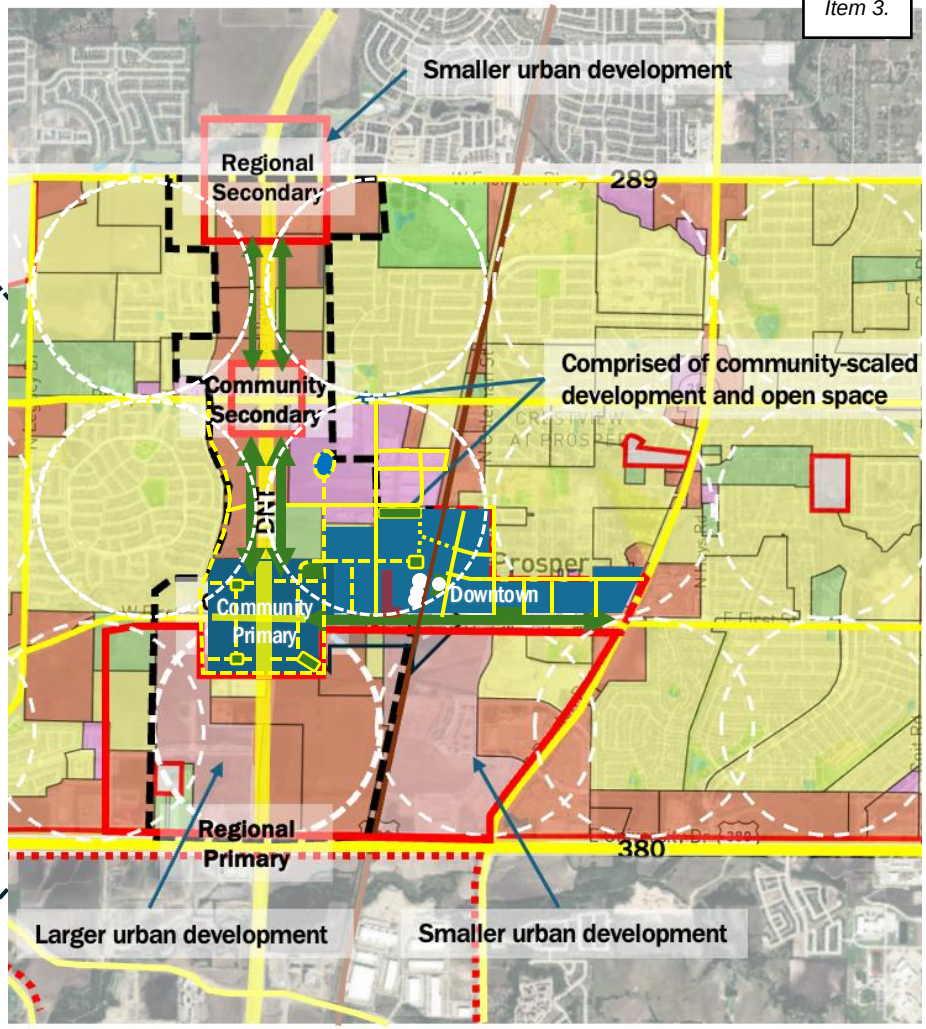
- Diverse venues; active & passive programs
- Connection to Nature
- Unique in the region

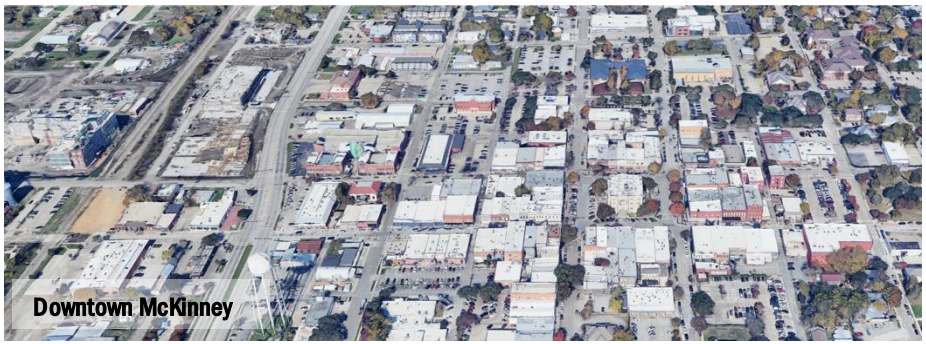
Income/Age Programming



- Amenity offerings for range of life stages & demographics
- Allow for move-up and consolidation along the way

Sources: ULI, Builder Magazine, Hillwood, Brookfield, Newland, Del Webb, Prosper





Community Districts
DNT / 289 & Prosper Trail

Community Experience – The "Amenitized Town"

An Enhanced Bedroom Community, consistent with private master-planned community strategies

Neighborly Connection





- Mixed-Use activity center
- Housing focus, with jobs & services as amenity
- Designed for interaction

DNT Context: Frontage acts as "town center" with connections to each adjacent neighborhood

Community Engagement





- Neighborhood events
- Community organizations
- Awareness and inclusion
- Connection with others

DNT Context: Programming of "town center" professionally managed to ensure success

Outdoor Activity





- Diverse venues; active & passive programs
- Connection to Nature
- Unique in the region

DNT Context: Frontage contains at least one active venue and Nature

Income/Age Housing Choice





- Housing offerings for range of life stages & demographics
- Allow for move-up and consolidation along the way

DNT Context: Frontage offers such options, as well as reevaluation of all neighborhoods

Sources: ULI, Builder Magazine, Hillwood, Brookfield, Newland, Del Webb, Prosper

Remote Working





- Flexibility in design of homes and businesses
- Wireless open spaces
- Plan for tech evolution

DNT Context: Frontage acts as "town center" with connections to each adjacent neighborhood

Water Experiences





- Provide water access in different ways
- Efficient and sustainable design

DNT Context: Frontage acts as "town center" with connections to each adjacent neighborhood

Living Well/Mindfulness





- Promoting health/wellness in design and operations
- Passive and active health uses planned in community

DNT Context: Frontage acts as "town center" with connections to each adjacent neighborhood

Education and Safety

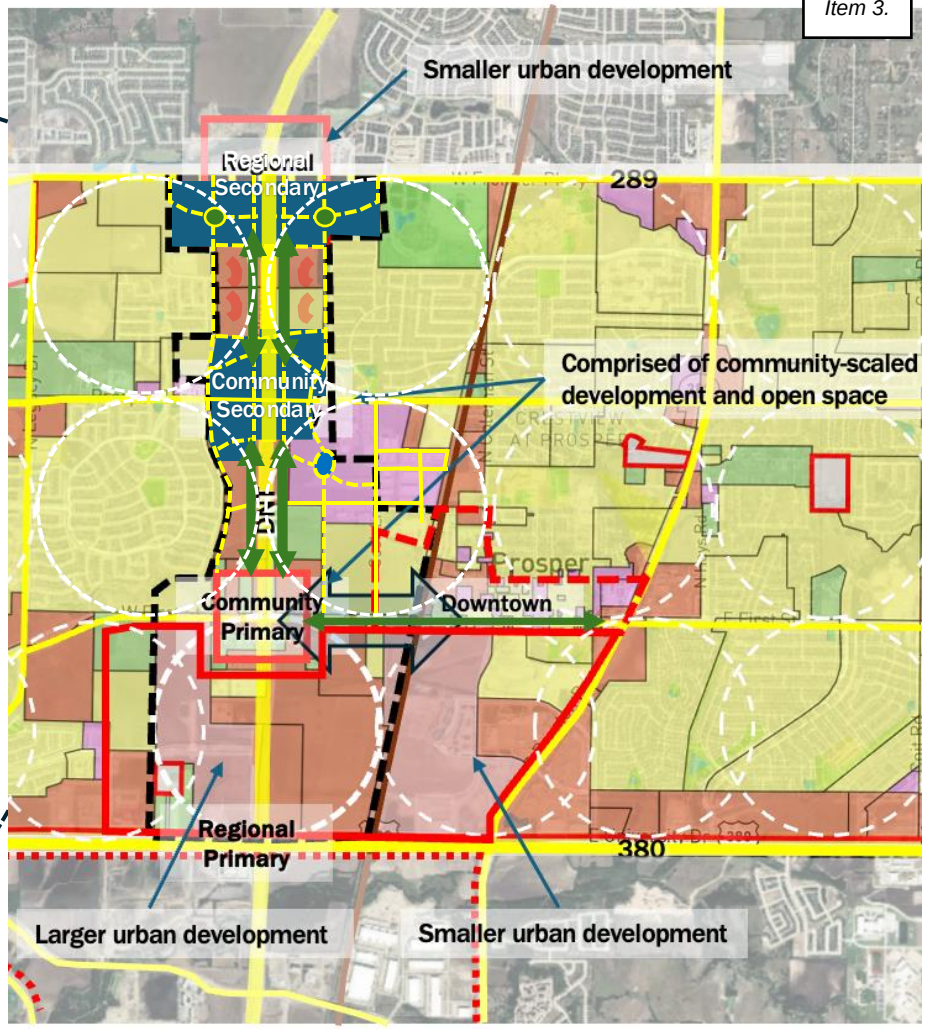


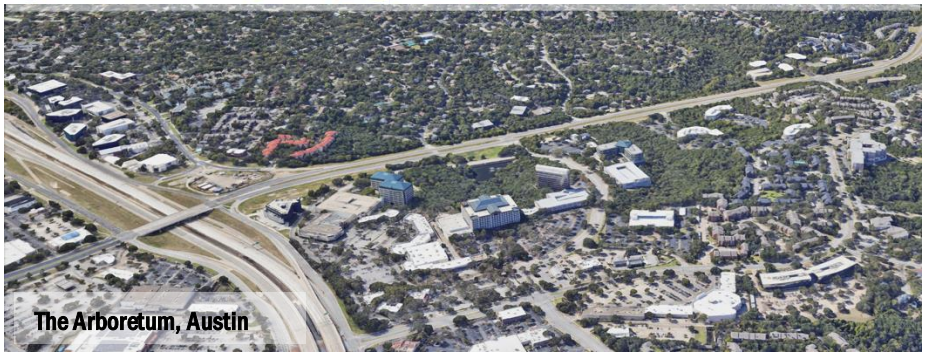


- Great schools
- Safe neighborhoods
- Convey peace of mind as the community mindset

DNT Context: Frontage acts as "town center" with connections to each adjacent neighborhood

Sources: ULI, Builder Magazine, Hillwood, Brookfield, Newland, Del Webb, Woodlands Operating Co





Green Connecting Zones

This Southlake/Westlake similarity has already begun

Southlake / Westlake 114 Frontage







Prosper DNT Frontage



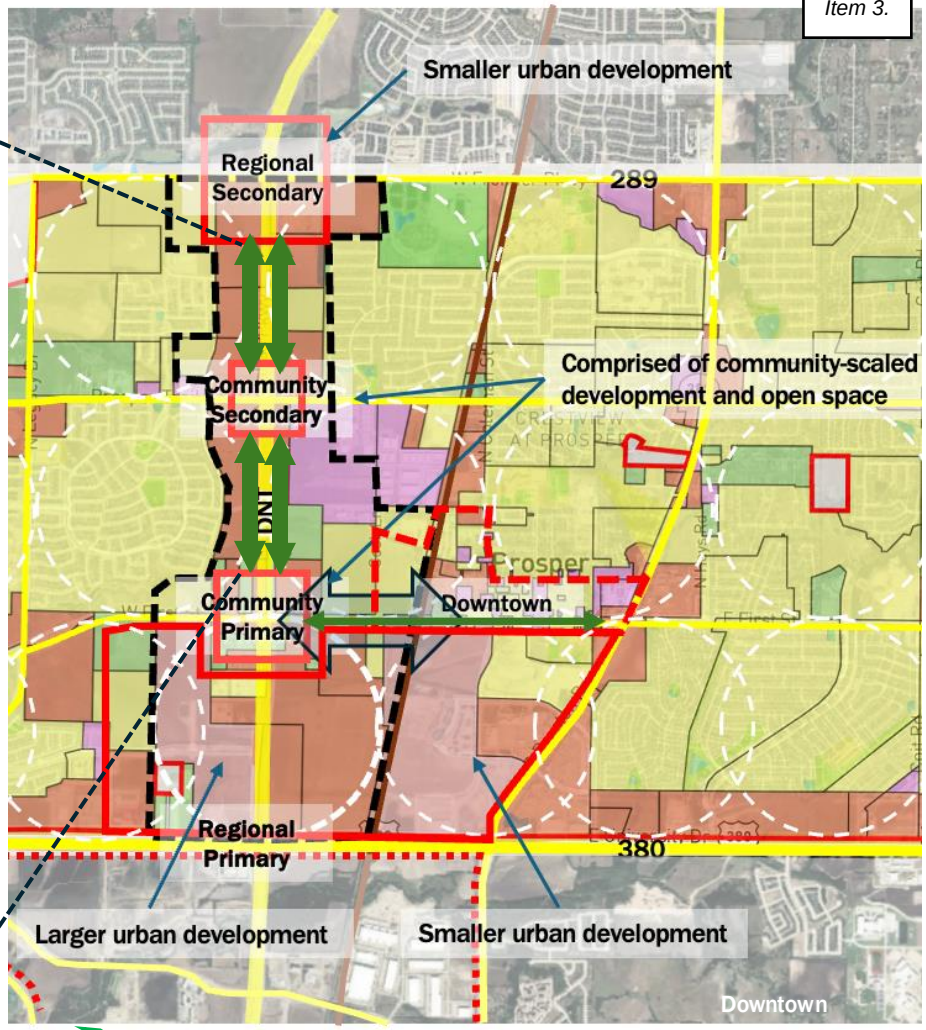


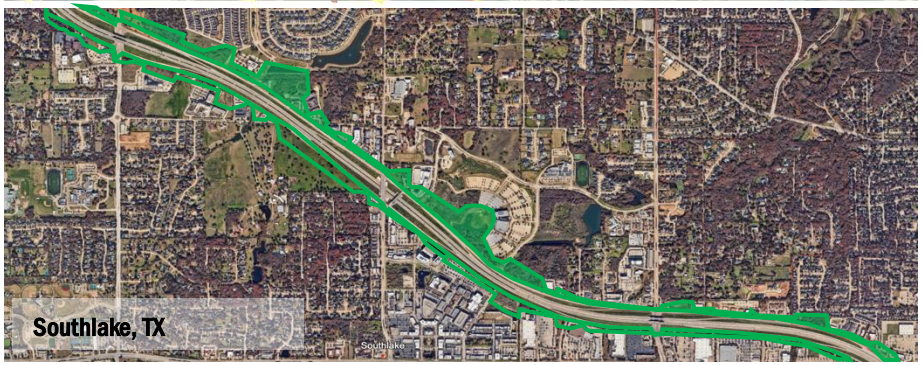


Exclusive Community Frontages









V. PREFERENCES & IMPLEMENTATION

Evolve Current Zoning to Create Community Gateways

a. Prosper Trail – Education/Faith/Arts mixed-use

b. First Street / Downtown – Mixed-use, Civic, Entertainment

c. DNT/Frontier Parkway – Commercial mixed-use

- Village-scaled buildings with street and open space connections within compact experience

Evolve Current Standards to Create Green Connections

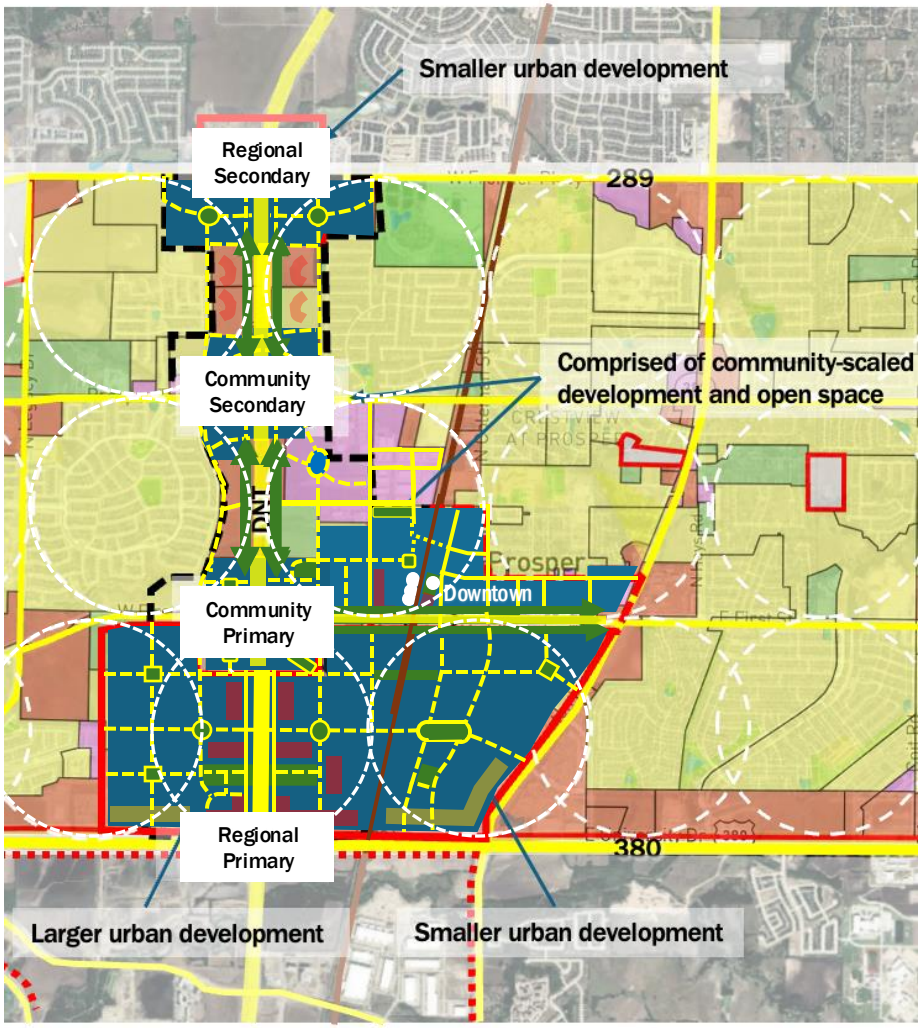
- Emphasize lower density development
- Strong landscape planting and setbacks

Evolve Current Zoning to Create Regional Gateway – DNT/380

- Regional node w/urban and campus buildings
- Employment destination with health focus
- Supporting mixed-use development
- Parking deemphasized; walkability emphasized

Implementation Steps

1. Hold Broker discussions to confirm "proof of concept"
2. Prepare small area plan that starts with existing PD's
3. Prepare infrastructure funding plan based on phasing concept
4. Hold property owner discussions
5. Refine existing zoning into one frontage district with subdistricts per this Vision



Setbacks and Building Heights

Existing zoning will be utilized for all development standards other than those items which vary noted below buy category. Any conflicts between these standards and those contained in specific planned development districts will be addressed during final site plan approval.

3.1 DNT, U.S. 380, Frontier Parkway Front Setback Zone

3.1.1 *Minimum Front Yard along U.S. 380 and Frontier Parkway* -- The minimum front yard in these locations shall be fifty (50) feet and shall include a thirty (30) foot landscape buffer, with landscape buffer requirements in accordance with Section 10-Landscaping of these guidelines.

3.1.2 *Minimum Front Yard along the DNT* -- The minimum front yard shall be thirty (30) feet with landscape buffer requirements in accordance with Section 10-Landscaping of these guidelines. This applies to all locations other than the development adjacent to the green commons in the First Street Neighborhood and Downtown West sub-districts where such minimum setback shall be twenty (20) feet and shall include a six (6) landscape buffer including 6" caliper street trees on twenty-five (25) foot centers, aligned at back of sidewalk.

3.1.3 *Front Setback Zone Parking* -- No parking or drive aisles may occur in the landscape buffer, but parking spaces may occur within the Green Frontage Zone as identified on Exhibit 2 and defined in section 2.1.3.

3.1.4 *Front Setback Zone Parking at Green Commons* -- A maximum of two sixty (60) foot double-sided bays of parking in the front of the building. This applies to all locations other than the development adjacent to the green commons in the First Street Neighborhood, Downtown West and Prosper Trail Neighborhood sub-districts, where no parking will be allowed between these buildings and the DNT. All other parking and landscape provisions for parking lots shall follow existing Town Zoning Ordinance for applicable uses.

3.2 Build-to-Lines

For streets with on-street parking, a build-to-line shall be required. A "build-to-line" is a line parallel to a public or private street where the primary façade of a building must be built to.

3.2.1 *Front Setbacks Facing Pocket Parks and Open Spaces* – To create consistency and urban continuity, there shall be a minimum and maximum setback for all lots facing pocket parks within the plan as shown on Exhibit B. This setback shall be between eighteen (18) feet and twenty-four (24) feet of the face of curb for the street that defines the pocket park space. It is intended that the street sections that will be required to identify the relationship of the property line and this zone will show this zone to begin six (6) feet from the property line.

3.2.2 *Front Setbacks for Residential Uses* – Minimum setback of eighteen (18) feet and maximum setback of twenty-four (24) feet from the face of curb for the adjacent street that the housing structure fronts upon. It is intended that the street sections that will be required to identify the relationship of the property line and this zone will show this zone to begin six (6) feet from the property line.

3.2.3 *Front Setbacks for Non-Residential Buildings* – Buildings with non-residential uses on the first floor shall be established at the minimum front yard setback. The primary façade shall be continuous along block face and at least 70% shall be located adjacent to the build-to-line.

3.3 Building Height

3.3.2 *Minimum Heights* -- Minimum building height shall be two (2) stories or forty (40) feet. If the building contains a use(s) as described in Section E, Permitted Uses, the building height can be a one (1) story building with a minimum of twenty (20) feet in height. Additionally, building heights identified in the three mixed-use zones described in section 4.3 will also apply and prevail over this section where relevant.

3.3.3 *Maximum Heights at Single Family Adjacency, East of DNT* -- The maximum building height shall be two (2) stories from the southerly boundary of PD 69 in the north southerly to Prosper Trail. From Prosper Trail to W. First Street, the maximum building height shall be three (3) stories with a maximum of eight (8) stories permitted within the first five hundred (500) feet of the Tollway for Business Establishments as identified in Section 5, "Business Establishments Pursuant to the Town's Vision." Additionally, building heights identified in the three mixed-use zones described in section 4.3 will also apply and prevail over this section where relevant.

3.3.4 *Maximum Heights at Single Family Adjacency, West of DNT* -- The maximum building height shall be two (2) stories with a maximum of eight (8) stories permitted within the first five hundred (500) feet of the Tollway for Business Establishments as identified in Section 5, "Business Establishments Pursuant to the Town's Vision." Additionally, building heights identified in the three mixed-use zones described in section 4.3 will also apply and prevail over this section where relevant.

3.3.5 *Maximum Heights at Single Family Adjacency* – Buildings located within 150 feet of single-family zoned properties shall not exceed two (2) stories, and no greater than 40 feet in height.

3.3.6 *Adjacency Setbacks* -- Buildings which exceed two (2) stories or 40 feet, shall have an additional setback from single family zoned properties at the rate of one foot of setback, beyond the 150 feet, for each additional foot of building exceeding two (2) stories and 40’.

4 Land Uses Considerations

4.1 Permitted Business Establishments, with certain restrictions

4.1.1 *Permitted Establishments* -- The schedule on the following pages lists the business establishments are desired for the District. These establishments include some having restrictions as follows.

- Businesses followed by an “S” are only permitted upon approval of a Specific Use Permit.
- Businesses followed by a “C” are permitted subject to the Conditional Development Standards as outlined in Section 1.4 of Section 1 of Chapter 3 of the Zoning Ordinance.
- Certain businesses permitted subject to the Conditional Development Standards may also require approval of a Specific Use Permit.

Schedule of Permitted Business Establishments for the Dallas North Tollway District
Administrative, Medical, Insurance or Professional Office
Antique Shop
Automobile Paid Parking Lot/Garage
Artisan's Workshop, Studios and Maker Spaces (S)
Automobile Parking Lot/Garage
Bank, Savings and Loan, or Credit Union
Beauty Salon/Barber Shop as an Incidental Use
Big Box **(S)**
Building Material and Hardware Sales, Major **(S)**
Business Service
Catering Business
Child Care Center, Incidental (Care of Children of Employees in the Building)
Civic/Convention Center
College, University, Trade, or Private Boarding School
Commercial Amusement, Indoor **(S)**
Convenience Store (with or without gas) (S)
Farm, Ranch, Stable, Garden, or Orchard
Food Truck Park **(C)**
Farmers' Market (S)
Furniture, Home Furnishings and Appliance Store
Fraternal Organization, Lodge, Sorority or Community Organization (S)
Governmental Office
Gymnastics/Dance Studio **(S)**
Health/Fitness Center **(S)**
Helistop **(S)**
Hospital
Hotel, Full Service **(C)**
Hotel, Limited Service **(C)**
Hotel, Residence/Extended Stay **(C)**
Hotel, Bed and Breakfast (S)
House of Worship
Massage Therapy, Licensed as an Incidental Use
Limited Assembly / Manufacturing Use (S)
Meeting/Banquet/Reception Facility **(S)**
Mobile Food Vendor **(S)**
Multifamily **(S)**
Municipal Uses Operated by the Town of Prosper
Museum/Art Gallery
Outdoor Merchandise Display, Temporary
Office and Professional Services Employment
Park or Playground
Print Shop, Minor
Pet Day Care (under 5,000 sf)
Private Club **(C)**
Private Utility, Other Than Listed
Research and Development Center **(S)**
Restaurant without Drive-thru or Drive-in Service **(C)**

Restaurant with Drive-thru Service **(S)**
Retail Stores and Shops
Religious Facilities (S)
Retail/Service Incidental Use
School, Private or Parochial
School, Public
Temporary Buildings for Churches, Public Schools and Governmental Agencies **(S)**
Theater, Neighborhood
Theater, Regional
Utilities (S)
Veterinarian Clinic and/or Kennel, Indoor (S)
Winery *(enclosed operations)*
Wireless Communications and Support Structures (Cell Tower) **(S)**

4.2.2 *Grocery Stores with Gas Pumps* -- Through a Planned Development process, the Town Council may permit a big box grocery store with gas pumps. If permitted, gas pump area shall follow the following guidelines:

- There shall be a minimum of a 15 ft landscape buffer to screen the pumps from the street edge.
- The site design for projects located at street corners should provide special landscape treatment at street intersection to emphasize the corner.
- The use of mature trees is encouraged to provide an immediate impact especially when used in buffering adjacent uses.
- All display items for sale should occur within the main building or within designated areas that are screened from public streets.
- The design of pump islands and canopy should be architecturally integrated with other structures on-site using similar colors, materials and architectural detailing. All signage should be architecturally integrated with their surroundings in terms of size, shape and lighting so that they do not visually compete with architecture of the building and design of the sight.

4.2.3 *Restaurant, Drive-Thru Service* -- Where site conditions permit, drive-thru queuing lanes shall be designed so that the queuing wraps behind the building instead of in front of the building. If the queue lane wraps in the front of the building, the site shall provide for an ample amount of landscaping that will provide a buffer from the public rights-of-way. There shall be a maximum of two drive-thru restaurants permitted for every 5 acres on a PD development plan. If a development plan is under 5 acres, one drive-thru shall be permitted. Drive-thru restaurants are envisioned in certain locations within the Downtown West sub-district with specific site design and building placement shown on Exhibit 4.

4.3 Mixed-Use Zones

4.3.1 *Mixed-Use 1: Higher Scale* – Incorporates a mix of land uses at higher densities in both horizontal and vertical mixed-use building formats with building heights generally above 4 stories other than restaurants and retail. Includes corporate and large format office, hotel, medical and health science research, retail, restaurant, entertainment and multifamily (including condominium) uses. Intended as a premier employment center in the region offering amenities and services to

employees, while providing an active center for its residents and visitors. This zone should have major open space attraction(s) to appeal to its users.

4.3.2 *Mixed-Use 2: Medium Scale* – Incorporates a mix of land uses at medium densities in both horizontal and vertical mixed-use building formats with building heights between 2 and 4 stories other than restaurants and retail. Includes small and medium office, hotel, retail, restaurant, entertainment, cultural, medium density multifamily and higher density single family uses. Intended to create community center providing central nodes and Town activities.

4.3.3 *Mixed-Use 3: Lower Scale* – Emphasis on bringing a range of land uses at low densities in both horizontal and vertical mixed-use building formats with building heights 3 stories and below. Includes small office, maker space office and studios, flexible office space, retail, restaurant, entertainment, cultural, low density multifamily, and high-density single family uses. Intended to create neighborhood centers within the frontage area that serve as focal points within the overall community. Emphasis for this zone is to have a collection of smaller and more diverse building types than the other two mixed-use zones.

4.4 Residential Use Considerations

4.4.1 *Downtown West*-- The Downtown West sub-district shown on Exhibit 1 with anticipated land uses shown on Exhibit 3 and specific plan shown on Exhibit 4 do not comply with the zoning of the related land parcels. The specific plan shown on Exhibit 4 should be utilized to create a new planned development district based which utilizes the existing various Downtown Districts in the zoning ordinance, and with all uses and building types shown on the specific plan being provided.

4.4.2 *Alternative Residential Development Types* – There are certain locations within the District Vision that are envisioned to include the addition of denser single-family and attached residential development to take the place of commercial, office and retail development due to the vast oversupply of such entitlement within the District. Such development can be a very positive addition to the use mix given its ability to create a "village" aesthetic when placed properly within a mixed-use master development community.

It is important that such housing types should never be delivered in "subdivisions" of any single type. The site planning of such development should emphasize a sense of neighborhood authenticity vs. repetition through the placement of a variety of these building types on each street to animate the street scene, neighborhood form and overall visual experience. The goal of the neighborhood layout should be to create a hierarchy of massing whereby more dense buildings are placed on the primary roads and endcaps of rectangular blocks in order to emphasize building architecture fronting streets rather than seeing into the side yards of such developments. Parking would be in the rear of these lots unless contained with parking courts that are screened from the street. To accomplish this, access-controlled, private alley courts are a critical part of the site planning for these uses to avoid a car-dominated street scene. These gated spaces should also be used as play areas, gathering spaces with planting zones, all while delivering direct access parking.

The specific nature of this development would be determined through detailed site plan approval, but it is envisioned that such development could include selections from the housing types in the following table.

4.4.2.1 Table of Alternative Residential Development Type Characteristics and Location

The following statistics reflect a general understanding of these housing types, and it should be noted that "density" is a variable term affected by many factors

Type	Lots / Sizing	Density	Nuances	Sub-District
Detached:				
Zero Lot Line *	20-35' frontage	12-16 du/ac	Alley Courts Required	2, 3, 4, 6
Pocket Cottage	Internal lots	10-12 du/ac	Remote parking	2, 3, 4, 6
Small Lot *	35'-60' frontage	4-8 du/ac	Alley Courts Required	2, 3, 4, 6
Attached:				
Duplex (SFA) *	24'+ width	9-12 du/ac	Like 2 TH's	2, 3, 4, 6, 7
Townhome *	1000-3000 sf	12-22 du/ac	Alley Courts Required	1, 2, 3, 4, 6, 7
Rowhouse	1000-3000 sf	12-22 du/ac	Rear yards	1, 2, 3, 4, 6, 7
Live-Work	1000-3000 sf	12-20 du/ac	Live above the shop	1, 2, 3, 4, 6, 7
Mansion House	1000-2400 sf	15-30 du/ac	Remote parking	1, 2, 3, 4, 6, 7
Motor Court	1000-2400 sf	20 du/ac	Parking plaza	1, 2, 3, 4, 6, 7
Bungalow Court	1000-2000 sf	22 du/ac	Remote parking	1, 2, 3, 4, 6, 7
Courtyard Homes	1000-2000 sf	25-40 du/ac	Alley Courts Required	1, 2, 3, 4, 6, 7
Perimeter Blocks	2 to 3 acres	50-85 du/ac	Parking Structures Req.	1, 7
Residential Towers	1 to 2 acres	85-200 du/ac	Parking Structures Req.	1

* Explore range of building forms; avoid repetitive layout and buildings

Zero Lot Line

Type	Typical Lot Frontage	Typical Density	Comments – (Examples and related pricing taken in 4th Quarter 2025)
Detached:			
Zero Lot Line	25-50' frontage	12-16 du/ac	5' side setbacks, no back yards, requires alley courts to maintain front landscaping and clear of driveways and parked cars





7722 Marquette St., Dallas, TX 75225 $2,100,000
.13 acre 50 x 115 lot – 3,961 sf 3/3/2 home

7729 Marquette St., Dallas, TX 75225 $2,095,000
.15 acre 45 x 150 lot – 3,954 sf 4/4/2 home

2919 Bookhout St., Dallas, TX 75201 $985,100
.06 acre 30 x 90 lot – 2,563 sf 3/2/2 home





Pocket Community

Type	Typical Lot Frontage	Typical Density	Comments -- (Examples and related pricing taken in 4th Quarter 2025)
Detached:			
Pocket Community (Cottages/Full Size)	Internal lots	4-12 du/ac	Interior lots facing common green, range of density determines either on-site or remote parking





7 East Myrtle Lane, Seabrook, WA $3,599,000
.09 acre 40 x 100 lot – 2,835 sf 2/2/1 home

5341 Montrose Dr, Dallas, TX 75029. $1,984,300
.02 acre 80 x 130 lot – 1,084 sf 5/3/2 home

67 Ridgeline Rd, Eufaula, OK 74432 $875,000
.06 acre 35 x 50 lot – 1,496 sf 3/3/0 home





Small Lot Detached

Type	Typical Lot Frontage	Typical Density	Comments -- (Examples and related pricing taken in 4th Quarter 2025)
Detached:			
Small Lot	30'-60' frontage	4-8 du/ac	Backyards; requires landscaped, access-controlled alley courts to maintain front landscaping and clear of driveways and cars





2537 Lubbock Ave, Fort Worth, TX 76109 $1,097,400
.12 acre 50 x 110 lot – 3,599 sf 4/4/2 home

454 Loma Alta Dr, Flower Mound, TX 75022 $789,999
.08 acre 30 x 100 lot – 2,566 sf 3/3/2 home

7236 San Saba Drive, McKinney, TX 75070 $595,000
.06 acre 35 x 80 lot – 2,313 sf 3/2/2 home


Secure Alley Court


Street Scene

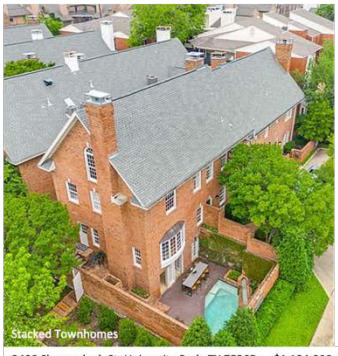

Secure Alley Court

Duplex & Stacked Townhomes

Type	Typical Lot Frontage	Typical Density	Comments -- (Examples and related pricing taken in 4th Quarter 2025)
Attached:			
Duplex (SFA)	25'+ width	9-12 du/ac	Single-Family Attached; smaller lot width requires requires secured alley courts to maintain front landscaping
Stacked Townhomes	25'+ width	10-14 du/ac	Attached townhome and stacked flats; smaller lot width requires secured alley court to maintain front landscaping
		12-24 du/ac	Double-sided stacked flats; smaller lot width requires secured alley courts to maintain front landscaping



3605 McFarlin Blvd, University Park, TX 75205 $2,149,000
.08 acre 25 x 150 lots – 3,492 sf 5/5/2 home



3400 Shenandoah St, University Park, TX 75205 $1,124,000
.06 acre 50 x 60 lot – 3,715 sf 5/4/2 home



351 N Orange Grove Ave, Los Angeles, CA 90036 $562,500
.07 acre 25 x 125 lot – 1,496 sf 2/1/1 homes

Townhomes

Type	Typical Lot Frontage	Typical Density	Comments -- (Examples and related pricing taken in 4th Quarter 2025)
Attached:			
Townhome	25-35' frontage	12-40 du/ac	Internal patios; smaller lot widths require alley courts for front landscaping and uncluttered streetscape



4610 Gilbert Ave, Dallas, TX $1,250,000
.08 acre 35 x 85 lot – 3,580 sf 3/3/2 home



7913 Osborn Pkwy, Plano, TX 75024 $565,000
02 acre 24 x 47 lot – 2,265 sf 4/3/2 home



5108 Post Oak Trail, Colleyville, TX 76034 $560,000
03 acre 30 x 45 lot – 2,455 sf 3/2/2 home







Rowhouse/Brownstone

Type	Typical Lot Frontage	Typical Density	Comments -- (Examples and related pricing taken in 4th Quarter 2025)
Attached:			
Rowhouse	25-35' frontage	12-40 du/ac	Backyards with ADU over garage; smaller lot widths require alley courts for front landscaping and uncluttered streetscape



720 Sackett St, Brooklyn, NY 11217 $2,884,400
.04 acre 26 x 100 lot – 1,500 sf 3/3 home



1577 Main Street, Southlake, TX 76092 $1,800,000
.06 acre 28 x 155 lot – 4,089 sf 5/4/2 home



2144 N Freemont St., Chicago, IL 60614 $1,595,000
.06 acre 27 x 100 lot – 2,130 sf 4/4/2 home







Live-Work

Type	Typical Lot Frontage	Typical Density	Comments -- (Examples and related pricing taken in 4th Quarter 2025)
Attached:			
Live-Work	25-45 du/ac	12-40 du/ac	Live above the shop; Internal patios; smaller lot widths require alley courts for front landscaping and storefront



4503 Maiden Lane, Norfolk, VA 23518. $1,276,100
.06 acre 35 x 90 lot – 4,047 sf 3/4/2 home



9057 Selborne Lane, Palmetto, GA 30268. $1,199,000
.02 acre 26 x 36 lot – 3,200 sf 2/3/2 home



1710 Spoke St, Oklahoma City, OK $458,000
.02 acre 26 x 60 lot – 1,084 sf 2/2/2 home







Mansion Flats, Courtyard Homes, Bungalow Court

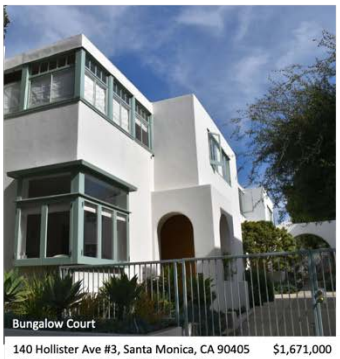
Type	Typical Sizing	Typical Density	Comments -- (Examples and related pricing taken in 4th Quarter 2025)
Attached:			
Mansion House	1000-2400 sf	15-30 du/ac	Either adjacent or stacked units within one building having remote parking within garages in the rear
Courtyard Homes	800-1500 sf	25-40 du/ac	Central courtyard surrounded by townhome-style residences; remote parking within garages in the rear
Bungalow Court	800-1500 sf	22 du/ac	Central court (pedestrian or vehicular) defined by landscaping and attached residences; remote parking in the rear



6613 Preston Rd., University Park, TX $562,500
.05 acre 20 x 30 lots – 900 sf 2/1/1 homes



1832 Grace Ave, Los Angeles, CA 90028 $1,231,500
.03 acre 30 x 50 lots – 1,350 sf 3/2/2 homes



140 Hollister Ave #3, Santa Monica, CA 90405 $1,671,000
.04 acre 30 x 65 lots – 1,223 sf 2/2/2 homes

Motor Court Townhome/Condo

Type	Typical Sizing	Typical Density	Comments -- (Examples and related pricing taken in 4th Quarter 2025)
Attached:			
Motor Court	1000-2400 sf	20 du/ac	Residences wrap around central parking plaza that is either in view or screened from the street. Main pedestrian entrances off walkways



28 Comillas Drive, Westlake, TX 76262 $2,150,000
.13 acre 50 x 113 lot – 3,732 sf 4/3/2 home



4608 Abbott Ave, 102, Dallas, TX 75205 $1,995,000
.04 acre 53 x 24 lot – 2,418 sf 3/3/2 home



3419 Lovers Lane, Dallas, TX 75225 $765,800
.04 acre 26 x 70 lot – 1,961 sf 2/2/2 home







4.5 *Multifamily Development* -- To create the vibrant mixed-use districts, gateways, and properly transitioned neighborhoods described in this document, some multifamily may be implemented within the three mixed-use districts shown on Exhibit 3 per the Town Council's review and approval. Such development should be seen to expand and improve a wholistic development that includes a combination of uses and businesses designed to create opportunities to live, work and play within a quality-based and highly amenitized environment. As such, any multifamily should be placed to create and emphasize a hierarchy in neighborhood massing and form, supporting the commercial uses' and key open space positioning through its resident activation. Where warranted, multifamily should incorporate ground level businesses such as retail, office, recreational, family-friendly entertainment and/or restaurants. Where such businesses are not warranted due to secondary locations with challenged visibility, ground level of multifamily development should be activated by the residential units themselves, each with ground level stoop entries and architecturally fenced patios with gates opening formally onto adjacent sidewalks.

The requirements for a development plan that includes businesses and/or amenities described in Section 5 in which "Business Establishments Pursuant to the Town's Vision" should be followed and may accommodate increased density. It is highly recommended that multi-family units be designed with structure parking as opposed to surface parking. However, if surface parking is provided, it should be contained within highly designed, smaller scaled urban parking courtyards surrounded by buildings and infused with landscaping and creatively designed coverings for pleasant views from the units around these spaces.

As noted previously, there should be a reconciliation of all existing multi-family entitlement within the District and removal of the quantity of units that were not developed per planned development site plans. This reduction creates an opportunity for the Town Council to consider movement of such units and/or additional units in the locations noted on the Vision plan and per these performance goals.

5 Business Establishments Pursuant to the Town's Vision

5.1 Family-Based Uses

The Town envisions the District to be a place for not only employment centers, but also for families. It is the desire to create an environment with amenities that will allow families to visit and enjoy. The following business establishments, as also included in the table of permitted businesses above, are strongly encouraged.

- Museum/Art gallery
- Theatre
- Commercial amusement-Indoor
- Civic/Convention Center
- Hotel-Full Service
- Restaurants -Dine In with or without outdoor patio
- Developments are also strongly encouraged to include public open space, public gathering places and public art, where feasible.

5.2 Discouraged Business Establishments

The following businesses are discouraged from being developed within the District as they are viewed as not being consistent with the Town's Vision.

Discouraged Establishments for the Dallas North Tollway District
Assisted Living Facility (may be approved through SUP)
Athletic Stadium or Field, Private
Athletic Stadium or Field, Public
Auto Parts Sales, Inside
Automobile Repair, Major (Paint & Body or Outdoor Storage)
Automobile Repair, Minor
Automobile Sales, Used
Automobile Sales/Leasing, New
Automobile Storage (greater than 8,000 sf)
Body Art Facilities
Business for drug paraphernalia sales;
Building Material and Hardware Sales, Minor
Cabinet/Upholstery Shop
Car Wash
Car Wash, Self-Serve
Cemetery or Mausoleum
Commercial Amusement, Outdoor
Contractor's Shop and/or Storage Yard
Convenience Store with Gas Pumps (located at two major thoroughfares)
Credit access businesses**
Day Care Center, Adult (may be approved through SUP)
Donation or Recycling Bin
Dry Cleaning, Major
Equipment and Machinery Sales and Rental, Major
Equipment and Machinery Sales and Rental, Minor
Fairgrounds/Exhibition Area
Feed Store
Flea Market, Inside
Funeral Home (On-site Cremation Requires SUP)
Furniture Restoration
Gaming-oriented businesses (including slot machines)
General Manufacturing/Industrial Use Complying with Performance Standards
Golf Course and/or Country Club
Homebuilder Marketing Center
Indoor Gun Range
Laundromat
Machine Shop
Micro Loan / Title loan Facilities
Mini-Warehouse/Public Storage
Motorcycle Sales/Service
Nursery, Major (outside display)
Nursery, Minor (no outside display)
Office/Warehouse/Distribution Center
Open Storage
Outside Storage, Primary Use

Outside Storage, Incidental
Package Liquor Stores **
Pawn Shops
Print Shop, Major
Private Recreation Center
Recreational Vehicle Sales and Service, New/Used
Recreational Vehicle/Truck Parking Lot or Garage
Recycling Center
Recycling Collection Point
Rehabilitation Care Institution
Repair Service, Indoor
Restaurant, Drive In (may be approved through SUP with special design)
School District Bus Yard
Sewage Treatment Plant/Pumping Station
Sexually oriented Businesses ***
Small Engine Repair Shop
Smoke/Vape Shops
Storage Area for Public/Private Utility
Storage or Wholesale Warehouse
Taxidermist
Temporary Buildings for Private Enterprises
Trailer Rental
Transit Center
Truck Sales, Heavy Trucks
Used Furniture greater than 5,000 sf
Veterinarian Clinic and/or Kennel, Outdoor

* Credit access businesses, as defined in Texas Finance Code § 393.601, as amended, including but not limited to payday lending businesses, "cash for title" lenders, and credit services businesses, as defined in Texas Finance Code § 393.001, as amended.

** Package liquor stores, defined as any business entity that is required to obtain a Package Store Permit from the Texas Alcoholic Beverage Commission for the off-premises consumption of alcohol.

*** Sexually oriented businesses, including but not limited to business entities whose primary purpose is the sale of lewd merchandise.

6 Site Design and Building Placement

It is important that site design for development plans foster the creation of high-quality architectural forms, scale, and pedestrian amenities. With the Tollway being one of the most heavily traveled roadways through the Town, the site design needs to create an aesthetically pleasing appearance on the Tollway for visitors and travelers.

6.1 Entry Features

The site design shall designate major entryways into a development with an entry feature that includes assets such as landscaping, an entry monument, a sculpture, or a fountain(s).

6.2 Primary Façade Orientation

The building's primary façade shall face the public road from which addressing is provided. Where the building's primary façade is unable to be oriented parallel to the road from which it

is addressed due to site constraints or other factors, each façade which is clearly visible from a public right-of-way or public area shall be designed with architectural treatments used for primary façades.

6.3 Building Entries

Buildings shall have entrances oriented to the sidewalk for ease of pedestrian access and shall be located in such a manner as to minimize conflicts between pedestrians and automobiles.

6.4 Corner lots

At key intersections, buildings located on corner lots should utilize variations in building massing to emphasize street intersections as points of interest in the district.

6.5 Curb Cuts

Driveways, curb cuts, parking and internal roadway/traffic circulation shall be designed to provide cross access so that uninterrupted vehicular access from parcel to parcel can be achieved.

6.6 Site Lighting

All lighting standards shall be in accordance with the Town of Prosper Zoning Ordinance, Chapter 3, Section 6, entitled, "Outdoor Lighting."

6.7 Encouraged Amenity Features

In addition to the items listed above, it is special features that make developments memorable and part of the Town's strategy for its new developments to be focused on creating places for people through "placemaking". Specifically, placemaking is the creative planning and programming of site development plans to orchestrate the user-experience through the placement of buildings, landscaping, lighting, graphics and other design elements that make a visual impact and lasting quality experience. Features that help contribute to this include the following amenities. It is encouraged that every new development have at least three of these such design features (or other items approved by the Town).

- Gazebos
- Water features
- Benches and special seating arrangements
- Artwork
- Plazas
- Special tree and landscape artistic groupings
- Shade structures
- Unique and artistic site and building signage,
- And others approved by the Town

7 Parking Design Standards

The intent of this section is to design parking lots that provide access to commercial and office developments, while minimizing the potential negative impact associated with expansive vistas of unbroken concrete pavement along the Tollway. All requirements in accordance with Chapter 4, Section 4 entitled, "Parking, Circulation and Access," in the Town of Prosper Zoning Ordinance shall be followed.

7.1 Off-Street Parking

Most off-street parking for new developments within the Tollway district shall be provided on the side or rear of the primary building. Parking lots should be screened from view through building and landscape placement that create parking "courts" that are entered vs. seen directly from the adjacent thoroughfares. Surface parking should be designed to promote pleasant pedestrian experiences with special design features and defined, landscaped pedestrian ways.



Parking Courts *credit: Yorba Linda Town Center*

7.2 Parking Maximums

Parking maximums between the building and the street are in accordance with the requirements of the sub-district requirements above.



Amenitized Parking *credit: Southlake Park Village*

7.3 Shared Parking

Shared parking agreements for adjacent properties are acceptable where they include a business pursuant to the Town's vision and there is a written agreement between the property owners that clearly stipulates the terms of the joint use of the parking spaces and that such spaces are committed and available to the respective users on a non-conflicting basis.



Lined / Screened Parking Garage *credit: Durham Garage*

7.4 Parking Waivers

Up to thirty (30) percent of the parking spaces required may be waived for a theatre or other place of evening dining and entertainment (after 6:00pm), and if used jointly by banks, offices and similar uses not normally open or operated during the evening hours.

7.5 Parking Garages

Parking garages shall be located behind or to the side of the primary building. If a parking garage fronts on a public street, it shall have an architecturally finished façade facing the street(s), complementary to the surrounding buildings. Street front openings in parking structures should not exceed 55 percent of the façade area. This percentage excludes the top floor if the garage is unroofed. Where possible, the narrower façade of the parking garage should be oriented to the street to minimize the visual impact of the structure on the public right-of-way and pedestrian paths.

8 Adjacent Neighborhood Protection

Buffering existing neighborhoods through compatibility standards serves to integrate the existing neighborhoods into the community fabric and respects their essential value.

8.1 Mitigating Traffic Impact

Commercial developments within the District should follow the street and open space framework shown on Exhibit 2 and minimize increased use of adjacent neighborhood streets outside the District. Vehicular access to new development and parking requirements shall minimize the impact on neighborhood traffic flow and avoid major disturbances to the neighborhood character. Projects with frontage on a neighborhood street should limit public access from that street and limit business associated parking on that street to avoid significantly altering the residential character.

8.2 Community Engagement

When a new project is proposed, it is vital that communications occur with existing neighborhoods in proximity to the project site. This is strongly encouraged.

8.3 Buffering

Existing residential neighborhoods shall be buffered from the new development within the District by open space and/or a linear network of greenways. Pedestrian and bicycle pathways can also be integrated to transform the buffer area into a passive recreational amenity while providing a low-intensity transitional use adjacent to the non-residential Tollway development. The Town of Prosper Bike and Trail Master Plan should be referenced in making decisions regarding locations of greenways, pedestrian and bicycle pathways.

9 Building Design

All building architecture and design shall be in accordance with the standards as identified in the Town of Prosper Zoning Ordinance Chapter 3, Section 8, entitled, “Non-Residential Design and Development.”

9.1 Building the Pedestrian Realm

Special care should be taken in the design of all buildings to fit in well with nearby new developments in order to create congruency and quality of experience. It is important that the materials and construction of streetscapes and buildings provide a level of detail and quality which creates a pedestrian-friendly environment that is warm and inviting. Masonry materials such as real stone, brick, and plaster are encouraged.

9.2 Building Articulation

9.2.1 *Articulated Entry Areas* -- Ground floor facades facing the Dallas North Tollway and any intersecting thoroughfare must incorporate articulated entry areas, arcades, display windows, awnings, or other architectural variety features along no less than sixty percent (60%) of the facade. The entrance or entrances on all buildings shall be defined with strong architectural features.

9.2.2 *Storefront Compatibility* -- Storefronts on facade treatments that span multiple tenants shall use architecturally compatible materials, colors, details, awnings signage, and lighting fixtures.

9.2.3 *Window Openings* -- Retail ground floors shall have windows covering a minimum of 60% of the major street fronting facade(s). Other ground level uses shall have facade treatments appropriate to such uses(s).

9.3 Building Entrances

The design and location of building entrances in the District are important to help define the pedestrian environment and create retail-friendly environments. Entrances should be easily identifiable as primary points of access to buildings. Building entrances may be defined and articulated by architectural elements such as lintels, pediments, pilasters, columns, porticos, porches, overhangs, railings, balustrades, and others, as appropriate. All building elements for entryways shall be compatible with the architectural style, materials, colors, and details of the building.

9.4 Building Service Areas

9.4.1 *Ground Service Area Location* -- Loading docks, truck parking, trash collection, dumpsters, and other service functions shall be incorporated into the overall design of the building or placed behind or on the side of a building and screened to not be seen from the rights-of-way. On corner lots, these areas shall be located behind the buildings.

9.4.2 *Roof Service Area Screening* -- Roofs shall be designed and constructed in such a way that they acknowledge their visibility from other buildings and from the street. Rooftop mechanical equipment shall be adequately screened with durable material that is architecturally compatible with the building design.

9.4.3 *Other Service Areas* -- All other requirements as identified in the Zoning Ordinance in Chapter 4, Section 5, entitled, "Screening, Fences and Walls," shall be followed.

10 Landscaping Standards

In addition to the requirements as described below, all other requirements as identified in the Town of Prosper Zoning Ordinance, Chapter 4, Section 2, entitled, "Landscaping," shall be adhered to.

10.1 Landscape Material Provision – Primary Roadways

A landscaped area consisting of living trees, turf, or other living ground cover and being at least thirty (30) feet in width measured from the property line interior to the property shall be provided adjacent to and outside of the right-of-way on all properties adjacent to the DNT, F.M. 1461, and US Hwy 380.

- One (1) large tree, four (4) inch caliper minimum (at the time of planting) per twenty-five (25) feet of linear roadway frontage shall be planted within the required landscaped area.
- The trees may be planted in groups with appropriate spacing for species.
- Shrub plantings shall be provided at a minimum rate of 22 shrub plantings per thirty (30) linear feet which shall be a minimum of five (5) gallon shrubs (at the time of planting).
- Parking abutting the landscaped area will be screened from the adjacent roadway. The required screening may be with shrubs or earthen berms.
- During the review of development proposals, the Town Council may also require additional landscaping features such as berms or hardscape elements for enhanced beautification of the Tollway District.

10.2 Landscape Material Provision – Other Roadways

A landscaped area consisting of living trees, turf, or other living ground cover and being at least twenty-five (25) feet in width measured from the property line interior to the property shall be provided adjacent to and outside of the right-of-way on all properties adjacent to a minor thoroughfare as defined by the Town of Prosper Thoroughfare and Circulation Design Standards.

- One (1) large tree, four (4) inch caliper minimum (at the time of planting) per thirty (30) feet of linear roadway frontage shall be planted within the required landscaped area.
- The trees may be planted in groups with appropriate spacing for species.
- Shrub plantings shall be provided at a minimum rate of 20 ten (10) gallon shrubs per thirty (30) linear feet.
- Parking abutting the landscaped area will be screened from the adjacent roadway. The required screening may be with shrubs or earthen berms.
- During the review of development proposals, the Town Council may also require additional landscaping features such as berms or hardscape elements for enhanced beautification of the Tollway District.

10.3 Additional Requirements

For big box retail and grocery stores, one (1) additional tree planted for each one hundred (100) linear feet of lot frontage. The trees shall be a minimum of 4" caliper and may be placed in planters.

11 Pedestrian Connectivity and Amenities

11.1 Sidewalks and Walkways

11.1.1 *Connecting Walkway* -- A minimum six (6) foot wide, paved pedestrian sidewalk shall connect the perimeter sidewalk to the building entry, if the building is set back from the perimeter sidewalk. This connecting sidewalk shall be handicapped accessible.

11.1.2 *Street Sidewalks* -- Sidewalks must be a minimum width of ten (10) feet wide adjacent to any four-lane or six-lane roadway. All other roadway adjacencies must have sidewalks of least 6 ft.

11.1.3 *Pedestrian Connectivity* -- Large sites should create a pedestrian pathway system that links all buildings, parking areas and open spaces utilizing the pedestrian pathways that will connect to any nearby public sidewalks.

11.1.4 *Building to Parking Linkages* -- Linkages between the uses and the parking areas will also encourage activity at the pedestrian level and provide safety for the pedestrians. Pedestrian crosswalks shall be clearly marked and provided at all key street intersections.

11.1.5 *Creature Comforts* -- Pedestrian pathways shall also be designed for the pedestrian's comfort. Shade trees shall be provided along pedestrian pathways to provide a comfortable walk, which will encourage people to use sidewalks and pathways. This should include overhead covers that shall extend from the sides of buildings that have adjacent sidewalks, offering adequate protection from the sun and rain.

11.1.6 *Overhead Protection* – Such protection should be located a minimum of 9 to 14 feet and projections may take the form of retractable or non-retractable awnings or fixed non-fabric projected covers.

11.2 Streetscape Amenities

Amenities such as benches, trash receptacles, planters, bike racks and pedestrian-scale lighting support the public domain and will promote the use and vitality of pedestrian and bicycle

pathways. The use of the amenities shall be encouraged, where applicable. These amenities shall be placed in such locations as to not block pedestrian or emergency access.

11.3 Pedestrian/Bicycle Network

A continuous pedestrian/bicycle route shall be constructed throughout the District. Locations of bike and trail connections as identified in the Town's Hike and Bike Trail Master Plan shall be considered in making development decisions. Coordination of this network will be accomplished through final site plan approval.

11.4 Town Requirements

This section supplements and does not replace any existing town requirement for sidewalk construction. All town ordinances and engineering requirements shall be adhered to.

12 Parks and Open Spaces

12.1 Parks and Open Space System

Publicly accessible parks and open space organize and reinforce neighborhood structure. They offer a wide variety of passive and active recreational experiences ranging in size and type, but together, they create an integrated system enhancing livability, natural appearance, and ecological values while providing gathering places and interaction opportunities for the community. The network shown on Exhibit 2 should consider the following.

- Parks and open spaces shall be visible and easily accessible from public areas such as building entrances and adjacent streets and sidewalks.
- Within these parks, ample seating shall be provided, including walls, ledges, and other raised surfaces which can serve a similar purpose.
- Active uses such as retail, cafes, restaurants, higher density residential and office uses which provide pedestrian traffic should be considered as appropriate uses to line parks and open spaces.
- In addition to the open space framework shown on Exhibit 2, development plans shall take the goals and objectives of the Town's Bike and Trail Master Plan into consideration when planning for new parks and open space amenities.
- Whether a park is a public facility or publicly accessible under private ownership will be determined during site plan approval.
- Design issues and opportunities will be confirmed through the final site plan approval process

13 Signage Requirements

13.1 Comprehensive Sign Package

A comprehensive sign package shall be developed for each project and shall be approved by the Planning & Zoning Commission and Town Council. This package should consider the following.

- The immediate area around a monument sign shall be landscaped with plantings of an appropriate height not to block or obscure the sign.
- Signage shall enhance the pedestrian character of the districts by providing signs that are pedestrian in scale and located to be legible from the sidewalks.
- Businesses are encouraged to create individually styled signage that distinguishes their establishment. However, multi-tenant developments shall have signage that is uniform in style, type, material and lighting.

- Directory signs may be provided to help direct the public to different businesses and services in the Gateway sub-districts. These may be provided at prominent locations in the sub-districts.
- Signs may be lit by external light sources if such sources are not visually intrusive as determined with the project's comprehensive sign package.

14 Gateway Features

Gateways form entry experiences at the community thresholds and set the tone for the entire corridor. Gateways provide a unique sense of identity, transition, and anticipation. They act as a transition from one space to another and they identify the uniqueness that sets that space apart from another. Gateway properties are prime locations for creating an image that leads visitors to form a positive attitude toward a community even before they enter the main street of an area. The Town should prepare a master monumentation program and design for the primary entries to the subdistricts and district itself, and work with the property owners and developers to have these incorporated into each related site plan.

14.1 Identifiable Markers

The gateways should be clearly identifiable to vehicular and pedestrian travelers and use the following concepts.

- Monument signage shall be used at major intersections to mark the arrival of specific areas or to identify marquee development projects.
- Entrances to marquee developments shall incorporate a generous amount of landscaping that is diverse and colorful that provides texture and interest to the area.
- Street banner signs and wayfinding signage are also great ways to give a unique identity to a location. It is important that there is uniformity in terms of sign and banner materials, print/logos, and color. Signs should also complement and add to the positive experience for an area.

14.2 Public Art

Include Public Art in Gateway Areas to promote vitality and provide a unique sense of identity. Art can be an expression of a collective community identity. It can celebrate what is unique about a community and honor the past and present heritage. Art can include references to the Town's geography, history, landmarks, ethnic and cultural diversity which can increase a sense of belonging when people can associate themselves with a place.

- Art should be integrated into the community fabric of the Tollway and should be used to mark significant intersections of the Tollway.
- Developers should incorporate artist into the design team from the inception of planning to integrate works of art into their projects.
- Stand-alone public art can also be used and does not necessarily have to be tied to a project. Local artists should be used whenever possible.

15 Economic Development Incentives

Following the concepts discussed in each sub district section, key development in the District may be encouraged through economic development incentives that the Town may consider on a project-by-project basis. It is intended that such incentives be tied to requested change in zoning that complies with these Standards and may include one or more economic development incentives authorized by state law or Town ordinances, as amended.

EXHIBIT 1 – DNT Special District Plan

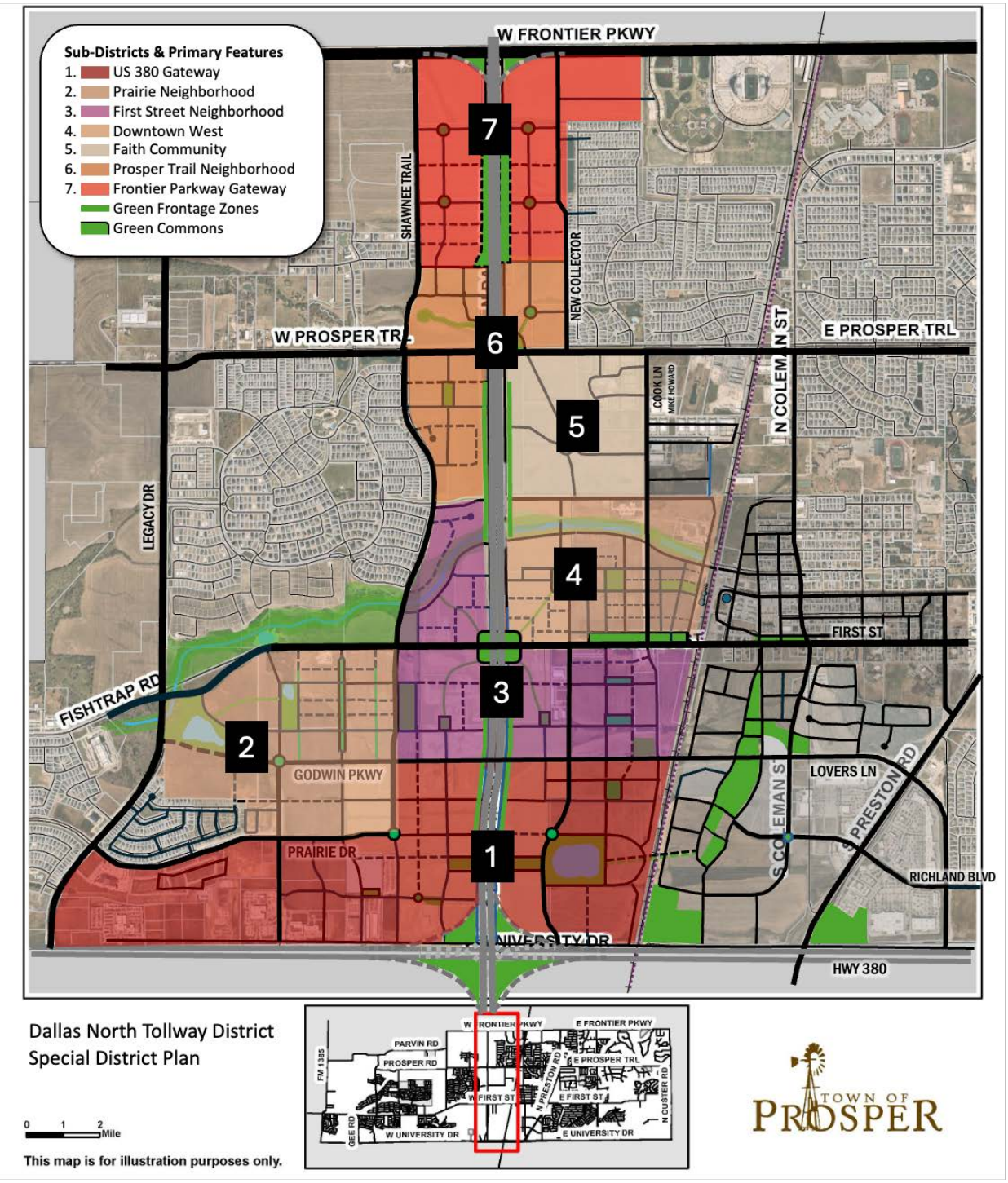


EXHIBIT 2 – Development Framework Plan

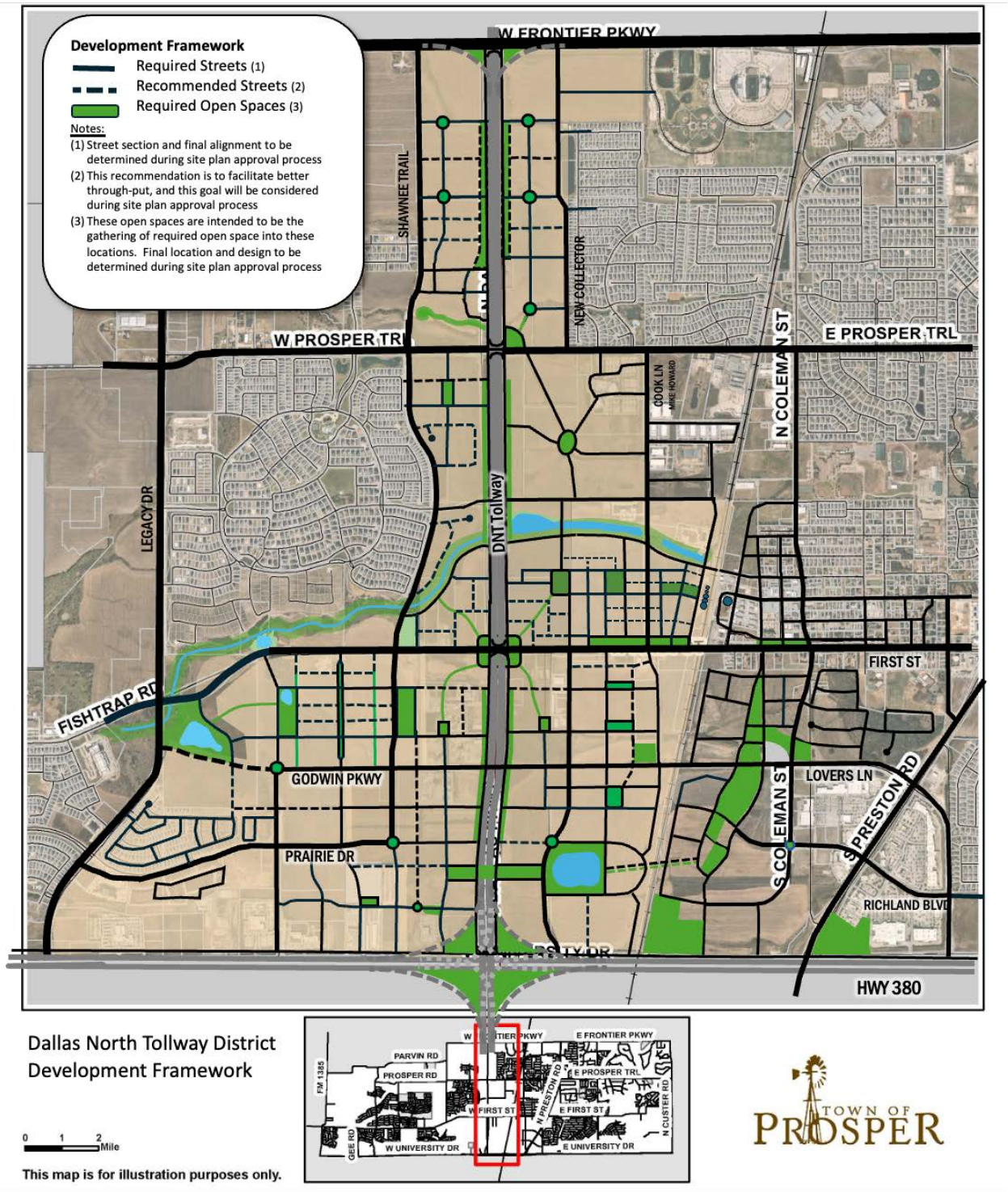


EXHIBIT 3 – Land Use Plan

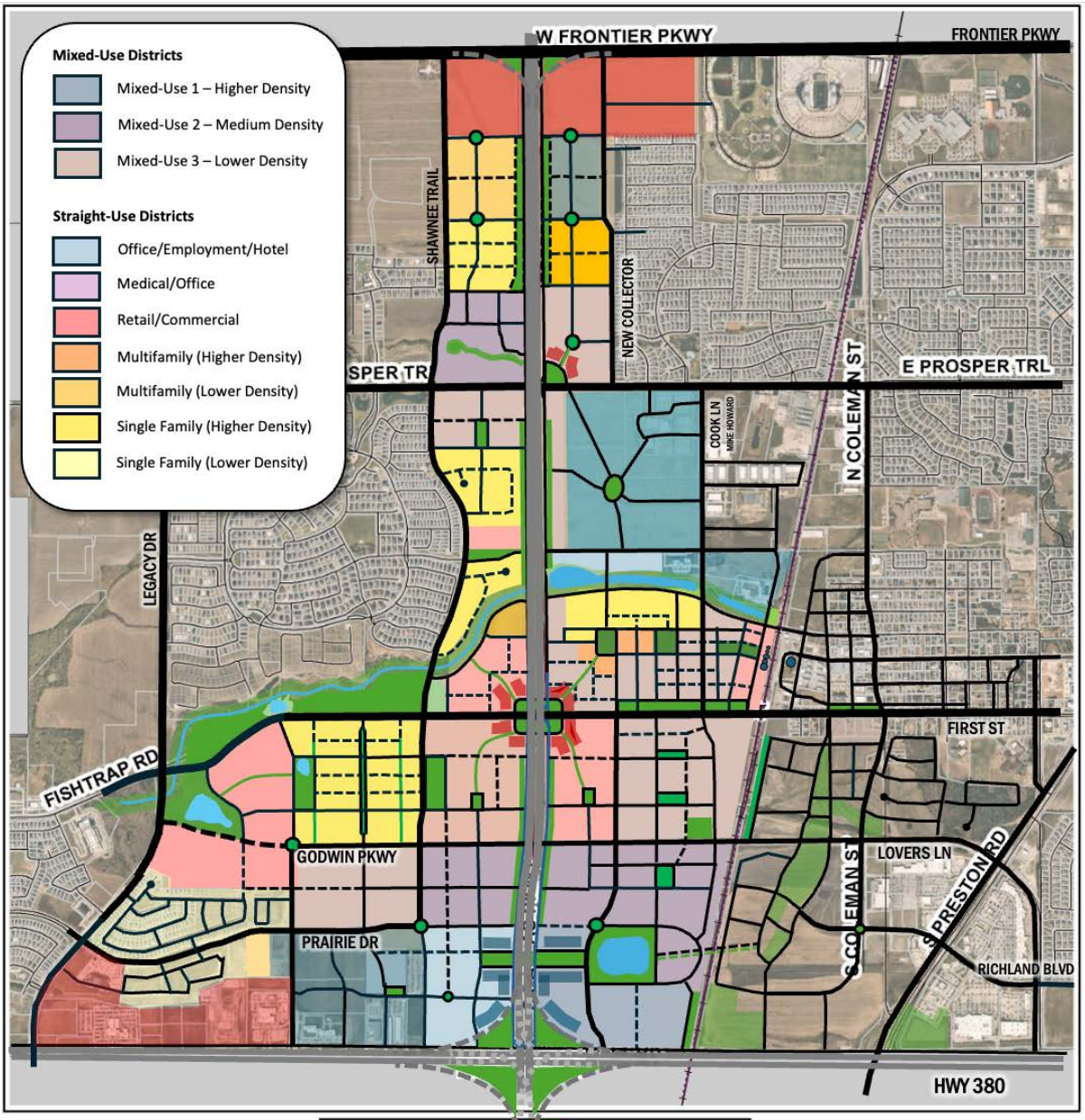
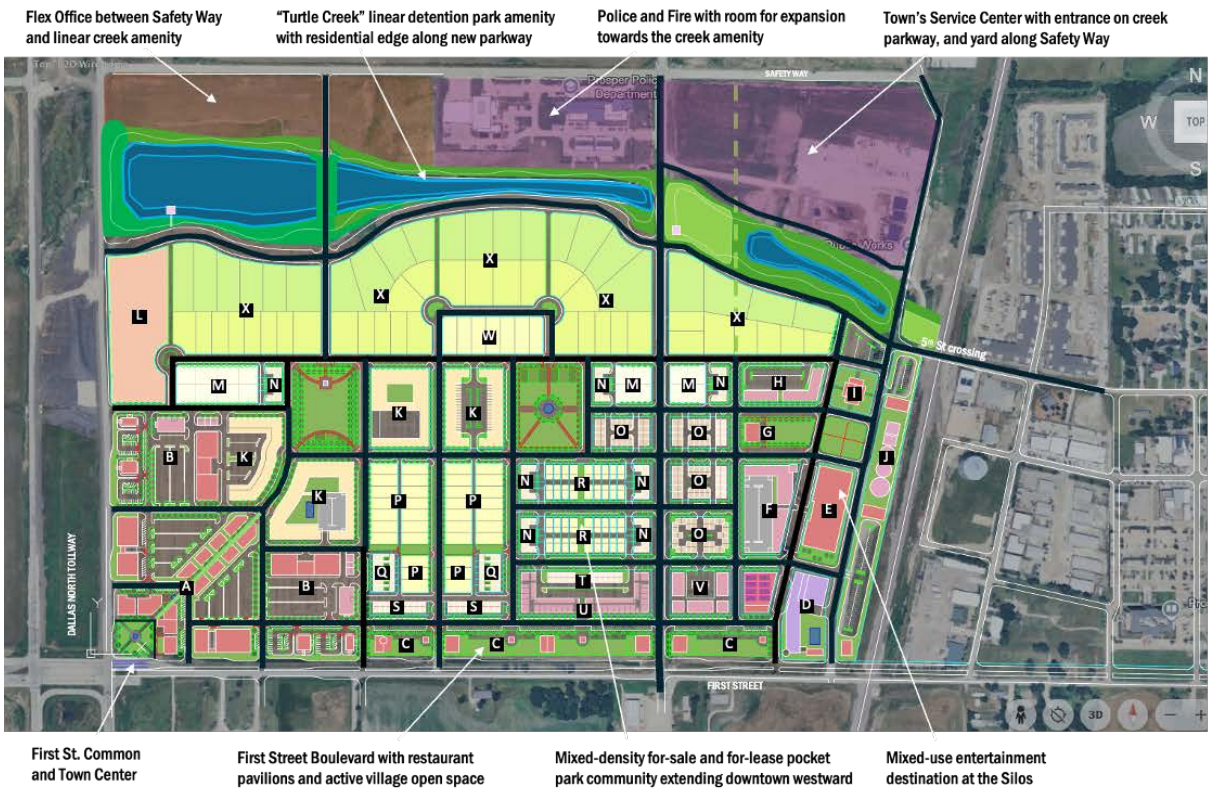


EXHIBIT 4 – Downtown West Small Area Plan



Depicted Uses and Building Types by Block. (See section 4.3.2 for residential types)

A. Community-serving retail and restaurants organized around Green Commons and green pedestrian connector.
B. Mixed-use block containing community-serving retail, restaurants, and small office space. Drive-through restaurants allowed on First Street frontage with consideration that the drive through window is contained within an architectural feature and facing First Street and the DNT service road.
C. Restaurant pavilions set within the First Street Boulevard green. Service screened from view. Parking along 2nd Street.
D. Boutique hotel with restaurant service and small meeting space for special events.
E. Destination family entertainment retail / restaurant use
F. Mixed-use building with ground level retail / restaurant / entertainment uses and upper level residential and/or office. Shared parking garage attached to the building.
G. Restaurant with remote parking on-street and in shared parking garage.
H. Mixed-use building with retail and/or small office, and surface parking lot.
I. Destination restaurant with surface parking lot.
J. Entertainment uses within/around silos. Silos to accommodate outdoor movie projection. Adjacent surface parking.
K. Urban residential apartments designed with structured garages, parking courts, and ground level home-office units.
L. Small office, assisted living or hotel use
M. Small lot single family or bungalow court housing
N. Mansion home townhomes
O. Parking court townhomes
P. Small lot single family
Q. Rowhouses
R. Small lot single family or pocket cottage community
S. Live/work townhomes
T. Carriage homes (small units over garages)
U. Mixed-use residential building with ground level commercial and surface parking court
V. Mixed-use office building with surface parking court
W. Zero lot line single family or duplexes
X. Blended density detached single family

TOWN OF PROSPER
A Place Where Everyone Matters

CODE COMPLIANCE

To: **Mayor and Town Council**

From: **Mary Branch, RS Health & Code Compliance Manager**

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

Re: **Article 6.03 Ordinance Amendment**

Town Council Meeting – October 27, 2026

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

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Agenda Item:
Consider and act upon approving an Ordinance amending Article 6.03, "Maintenance of Property," of Chapter 6, Health and Sanitation, of the Code of Ordinances of the Town of Prosper, by amending the definition of Agricultural Property to comply with recent amendments to the Texas Agriculture Code, and correcting scrivener's errors.

Description of Agenda Item:
The proposed amendments would revise the definition of "Agricultural Property" to align with applicable provisions of Texas Agriculture Code and correct scrivener's errors identified in the existing ordinance.

Budget Impact:
There is no anticipated direct fiscal impact associated with the proposed ordinance amendments. The ordinance may result in the recovery of a portion of abatement and administrative costs through assessed fees. Any additional revenue is expected to be minimal and will be absorbed within the adopted budget.

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

Attached Documents:
1. Ordinance
2. Ordinance – Redline Version

Town Staff Recommendation:
Town Staff recommends that the Town Council approve an Ordinance amending Article 6.03, "Maintenance of Property," of Chapter 6, Health and Sanitation, of the Code of Ordinances of the Town of Prosper, by amending the definition of Agricultural Property to comply with recent amendments to the Texas Agriculture Code, and correcting scrivener's errors.

Proposed Motion:

I move to approve an Ordinance amending Article 6.03, “Maintenance of Property,” of Chapter 6, Health and Sanitation, of the Code of Ordinances of the Town of Prosper, by amending the definition of Agricultural Property to comply with recent amendments to the Texas Agriculture Code, and correcting scrivener’s errors.

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

AN ORDINANCE OF THE TOWN OF PROSPER, TEXAS, AMENDING SUBSECTION (a), OF SECTION 6.03.001, "DEFINITIONS," OF ARTICLE 6.03, "MAINTENANCE OF PROPERTY," OF CHAPTER 6, "HEALTH AND SANITATION," OF THE CODE OF ORDINANCES OF THE TOWN OF PROSPER, TEXAS, BY AMENDING THE DEFINITION OF "AGRICULTURAL PROPERTY" TO COMPLY WITH RECENT AMENDMENTS TO THE TEXAS AGRICULTURE CODE; CORRECTING SCRIVENER'S ERRORS IN SUBSECTIONS 6.03.003(b), 6.03.005(b) AND (f), AND 6.03.006(e) AND (f) OF ARTICLE 6.03, "MAINTENANCE OF PROPERTY," OF CHAPTER 6, "HEALTH AND SANITATION," OF THE CODE OF ORDINANCES OF THE TOWN OF PROSPER, TEXAS; PROVIDING FOR SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the Texas Legislature enacted legislation in 2023 amending the Texas Agriculture Code to limit the authority of municipal governments in regulating "agricultural operations," as defined by Texas Agriculture Code § 251.002(1); and

WHEREAS, recent amendments to Article 6.03, "Maintenance of Property," of Chapter 6, "Health and Sanitation," of the Code of Ordinances contained several minor scrivener errors that shall be corrected; and

WHEREAS, the Town Council of the Town of Prosper, Texas (the "Town Council"), has investigated and determined that Article 6.03 of the Town' Code of Ordinances should be so amended.

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

SECTION 1

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

SECTION 2

From and after the effective date of this Ordinance, the existing definition of "Agricultural property" in Subsection (a) of Section 6.03.001, "Definitions," of Article 6.03, "Maintenance of Property," of Chapter 6, "Health and Safety" of the Code of Ordinances of the Town of Prosper, Texas, are hereby amended to read as follows:

"**ARTICLE 6.03**

MAINTENANCE OF PROPERTY

6.03.001. Definitions.

(a) For the purpose of this article, the following terms shall have the following definitions:

Agricultural property means property currently being used in an "Agricultural Operation" as defined by Section 251.002(1) of Chapter 251 of the Texas Agriculture Code, as amended, regardless of tax exempt status.

* * *"

SECTION 3

From and after the effective date of this Ordinance, Subsection (b) of Section 6.03.003, "Regulation of Weeds, Rubbish, Brush, and Other Objectionable, Unsightly, or Unsanitary Matter," of Article 6.03, "Maintenance of Property," of Chapter 6, "Health and Safety" of the Code of Ordinances of the Town of Prosper, Texas, are hereby amended to read as follows:

"**ARTICLE 6.03**

MAINTENANCE OF PROPERTY

* * *

6.03.003. Regulation of Weeds, Rubbish, Brush, and Other Objectionable, Unsightly, or Unsanitary Matter.

* * *

(b) The owner or occupant of any property or a portion thereof, occupied or unoccupied, within the town, shall not allow, maintain, or permit upon any property grass, weeds, brush, or other unsightly vegetation to grow thereon to a height greater than 12 inches. Such property shall include the area between the property boundary and the curb or edge of pavement of any adjacent street or alley. With respect to any agricultural property, the owner or occupant of such property shall be required to maintain grass, weeds, brush, or other unsightly vegetation to a height not greater than 12 inches only within 10 feet of any adjacent public sidewalk, street, or highway, and in accordance with Section 251.0055 of the Texas Agriculture Code, as amended.

* * *"

SECTION 4

From and after the effective date of this Ordinance, Subsections (b) and (f) of Section 6.03.005, "Assessment and Collection of Expenses for Work Done or Improvements Made by Town," of Article 6.03, "Maintenance of Property," of Chapter 6, "Health and Safety" of the Code of Ordinances of the Town of Prosper, Texas, are hereby amended to read as follows:

"**ARTICLE 6.03**

MAINTENANCE OF PROPERTY

* * *

6.03.005. Assessment and Collection of Expenses for Work Done or Improvements Made by Town.

* * *

(b) In the event that the owner fails to pay the expense incurred under § 6.03.004(f) or (g) within 30 calendar days after the first day of the month following the month in which the work was done, the Town Manager or his/her designee shall obtain a lien against the property by filing a statement of expenses incurred in abating the violation with the County Clerk of the county in which the subject property is located. The statement must also state the name of the owner, if known, and the legal description of the property. The lien attaches upon the filing of the statement with the County Clerk.

* * *

(f) The remedy provided by this section is in addition to the remedy provided by § 6.03.007 below."

SECTION 5

From and after the effective date of this Ordinance, Subsections (e) and (f) of Section 6.03.006, "Authority to Immediately Abate Dangerous Weeds," of Article 6.03, "Maintenance of Property," of Chapter 6, "Health and Safety" of the Code of Ordinances of the Town of Prosper, Texas, are hereby amended to read as follows:

"**ARTICLE 6.03**

MAINTENANCE OF PROPERTY

* * *

6.03.006. Authority to Immediately Abate Dangerous Weeds.

* * *

(e) The town may assess expenses and create liens under this section in the same manner and subject to the same conditions as set forth in § 6.03.004 and § 6.03.005 above.

(f) The authority granted the town by this section is in addition to the authority granted by § 6.03.004."

SECTION 6

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

SECTION 7

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

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

_____
David F. Bristol, Mayor

ATTEST:

_____
Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

_____
Terrence S. Welch, Town Attorney

Article 6.03 – Maintenance of Property

6.03.001. Definitions.

(a) For the purposes of this article, the following terms shall have the following definitions:

(b) Agricultural property means property currently being used in an "Agricultural Operation" as defined by Section 251.002(1) of Chapter 251 of the Texas Agriculture Code, as amended, regardless of tax exempt status.

~~Agricultural property means property, whether cultivated or uncultivated, that has been granted a property tax exemption, by the county central appraisal district, or equivalent authority, pursuant to the Texas Property Tax Code or Texas Constitution, for agricultural land.~~

Brush means scrub vegetation or dense undergrowth.

Carrion means dead and putrefying flesh of any animal, fowl, or fish.

Filth means any matter in a putrescent state.

Garbage means decayable waste, including, but not limited to, vegetable, animal and fish offal, animal and fish carcasses.

Impure or unwholesome matter means a putrescible or nonputrescible condition, object or matter which tends, may, or could produce injury, death, illness or disease to human beings.

Junk means all worn out, worthless, or discarded material, including, but not limited to, old iron or other metal, glass, and cordage.

Objectionable, unsightly, or unsanitary matter means any matter, condition, or object which is or should be objectionable, unsightly, or unsanitary to a person of ordinary sensitivities.

Occupant means any person claiming or having possessory control of any property.

Owner means a person having record title to real property.

Person means any individual, firm, partnership, association, business, corporation, or other entity.

Refuse means a heterogeneous accumulation of worn out, used up, broken, rejected, or worthless materials and includes, but is not limited to, garbage, rubbish, paper, or litter and other decayable or nondecayable waste.

Rubbish means trash, debris, rubble, stone, useless fragments of building materials, or other miscellaneous useless waste or rejected matter.

Sidewalk means that portion of a dedicated right-of-way or easement improved and intended for pedestrian use only.

Trash and debris means mounds of dirt; piles of leaves, grass, and weed clippings; paper trash; useless fragments of building materials; rubble; furniture other than furniture designed for outdoor use; useless household items and appliances; items of salvage, such as scrap metal and wood; old barrels; old tires; objects that hold water for an extended period of time; tree and brush trimmings; and other miscellaneous wastes or

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rejected matter.

Weeds means vegetation that because of its height is objectionable, unsightly, or unsanitary, but excluding shrubs, bushes, and trees, cultivated flowers, and cultivated crops.

~~(b)~~(c) Any word not defined herein shall be defined in the context used and by ordinary interpretation.

6.03.002. Solid waste collections, household hazardous waste, and recycling services mandatory; fees.

(a) All persons, companies, corporations, businesses, residential, industrial and commercial establishments within the town shall be required to use the solid waste disposal and recycling services provided by the town; all single-family residential accounts receiving monthly bills for solid waste services shall be required to use the household hazardous waste services provided by the town, and pay the solid waste collection, recycling, and household hazardous waste charges as established by Appendix A to this Code.

(b) Solid waste and recycling materials shall be collected in the town by one (1) or more contractors which shall operate under a franchise agreement or permit granted by the town.

(c) The town shall be the sole provider of solid waste collection, including temporary roll-off open top construction containers, residential and multifamily recycling services.

(d) It shall be unlawful for any person, business, company or corporation to engage in the business of solid waste collection removal and transport in the town without first having obtained a franchise agreement or permit therefor from the town.

6.03.003. Regulation of weeds, rubbish, brush, and other objectionable, unsightly, or unsanitary matter.

(a) The owner or occupant of any property or a portion thereof, occupied or unoccupied, shall not keep, store, allow, maintain, permit, or accumulate upon any property any refuse, trash and debris, stagnant water, filth, carrion, junk, garbage, impure or unwholesome matter, or objectionable, unsightly, or unsanitary matter that:

(1) Is visible from a street or alley;

(2) Creates or may create an unsanitary condition likely to attract or harbor mosquitoes, rodents, vermin, or disease carrying pests; or

(3) Emits a noxious odor.

(b) The owner or occupant of any property or a portion thereof, occupied or unoccupied, within the town, shall not allow, maintain, or permit upon any property grass, weeds, brush, or other unsightly vegetation to grow thereon to a height greater than 12 inches. Such property shall include the area between the property boundary and the curb or edge of pavement of any adjacent street or alley. With respect to any ~~uncultivated or~~ agricultural property ~~properties~~, the owner or occupant of such property shall be required to maintain grass, weeds, brush, or other unsightly vegetation to a height not greater ~~less~~ than 12 inches only within 10 feet of any adjacent public sidewalk, street, or highway,

and in accordance with Section 251.0055 of the Texas Agriculture Code, as amended.

(c) A violation of this section 6.03.003 is hereby declared to be a nuisance if it exists within the corporate limits of the town or within 5,000 feet of such limits. It shall further be unlawful for a person who owns, manages, or controls a property to allow such property to be used in a manner that violates this section.

6.03.004. Notice of Violation for Abatement Purposes

(a) In the event that any owner, occupant, or person in control of any property, occupied or unoccupied, within the town, fails to comply with the requirements of section 6.03.003 of this article, the Town Manager or his/her designee shall give notice of the violation to the property owner as follows, prior to initiating abatement:

(1) Personally to the owner in writing;

(2) By letter addressed to the owner at the owner's address as recorded in the appraisal district records of the appraisal district in which the property is located; or

(3) If personal service cannot be obtained:

(A) By publication at least once in the Town's official newspaper;

(B) By posting the notice on or near the front door of each building on the property to which the violation relates; or

(C) By posting the notice on a placard attached to a stake driven into the ground on the property to which the violation relates.

(b) If the town mails a notice to the property owner in accordance with subsection (a) and the United States Postal Service returns the notice as "refused," "unclaimed" or if the address required by subsection (a)(2) was used and the notice is returned as "not deliverable as addressed" (or an equivalent marking), the validity of the notice is not affected, and the notice is considered as delivered.

(c) The owner or occupant of any property or a portion thereof, occupied or unoccupied, within the town, shall not allow, maintain, or permit upon any sidewalk or curb associated with such property any grass, weeds, brush, or other unsightly vegetation to grow thereon or onto a sidewalk or curb. The sidewalk shall remain passable, and the owner shall be responsible for mowing, edging and/or removing the grass, weeds, brush, or unsightly vegetation on any sidewalk so as not to create an unsightly appearance or impede safe passage upon sidewalks by those residents who traverse the sidewalks.

(d) The gutter associated with any curb associated with such property shall remain passable for the flow or passage of water, and the owner shall be responsible for mowing, edging and/or removing the grass, weeds, brush, or unsightly vegetation on any curb so as not to create an unsightly appearance or impede the flow or passage of water into any gutter associated with such property.

(e) In a notice provided under this section, the town shall inform the owner in accordance with subsection (a) that if the owner commits another violation of the same kind or nature that poses a danger to the public health and safety on or before the first anniversary of the date of the notice, the town, without further notice, shall correct the violation by initiating abatement at the owner's expense and assess the expense against the property.

If a violation covered by a notice under this subsection occurs within the one-year period, and the town has not been informed in writing by the owner of an ownership change, then the town may, without notice, take any action permitted in this article and assess its expenses as provided in this article.

(f) If the owner or occupant of a property does not comply with the requirements of this article within seven days of notice of violation, the town may:

(1) Issue a citation to the owner or occupant for every day that the violation continues to exist; and/or

(2) Do the work or make the improvements required to abate the violation; and/or

(3) Pay for the work done or the improvements made and charge the expenses to the owner of the property.

(g) In the event that the Town must do the work or make the improvements required to abate any violation or pay for the work done or the improvements made, the Town shall impose an Abatement Administrative Fee, as set forth in the Fee Schedule, Appendix A, to the Town's Code of Ordinances, as amended.

6.03.005. Assessment and collection of expenses for work done or improvements made by town.

(a) The town may assess expenses incurred under this article against the property on which the work is done or improvements made.

(b) In the event that the owner fails to pay the expense incurred under § 6.03.004(f) or (g) within 30 calendar days after the first day of the month following the month in which the work was done, the Town Manager or his/her designee shall obtain a lien against the property by filing a statement of expenses incurred in abating the violation with the County Clerk of the county in which the subject property is located. The statement must also state the name of the owner, if known, and the legal description of the property. The lien attaches upon the filing of the statement with the County Clerk.

(c) The lien is security for the expenditures made and interest accruing at the rate of ten percent per annum on the amount due from the date of payment by the town.

(d) The town's lien shall be privileged and shall be inferior only to tax liens and liens for street improvements.

(e) The town may bring a suit for foreclosure in the name of the town to recover the expenditures and interest due. The statement of expenses or a certified copy of the statement is prima facie proof of the expenses incurred by the town in doing the work or making the improvements.

(f) The remedy provided by this section is in addition to the remedy provided by § 6.03.00~~6~~7 below.

6.03.006. Authority to immediately abate dangerous weeds.

(a) Notwithstanding any of the foregoing sections, the town may abate, without notification, weeds that:

(1) Have grown higher than 48 inches; and

(2) Are an immediate danger to the health, life, or safety of any person.

(b) The town must give notice, in the manner provided in § 6.03.004, to the property owner no later than ten calendar days after the date the town abates weeds under this section. The notification shall contain:

(1) An identification, which is not required to be a legal description, of the property;

(2) A description of the violation(s) of this article that occurred on the property;

(3) A statement that the town abated the weeds; and

(4) An explanation of the property owner's rights to request an administrative hearing regarding the town's abatement of the weeds.

(c) The town, by and through its Town Manager or his/her designee, shall conduct an administrative hearing on the abatement of weeds under this section if, not later than the 30th calendar day after the date of the abatement of the weeds, the owner files a written request for a hearing with the town.

(d) The town shall conduct the administrative hearing not later than the 20th day after the date a request for hearing is filed. At the administrative hearing, the owner may testify or present any witnesses or written information relating to the town's abatement of the weeds.

(e) The town may assess expenses and create liens under this section in the same manner and subject to the same conditions as set forth in § 6.03.004 and 6.03.005 above.

(f) The authority granted the town by this section is in addition to the authority granted by § 6.03.00~~3~~4.

6.03.007. Penalty for violation.

Any person, firm, corporation or business entity violating this article, or as amended, shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined as provided in § 1.01.009 of this Code. Each continuing day's violation under this article shall constitute a separate offense. The penal provisions imposed under this section shall not preclude the town from filing suit to enjoin the violation. The town retains all legal rights and remedies available to it pursuant to local, state and federal law.

TOWN OF PROSPER
A Place Where Everyone Matters

PUBLIC WORKS

To: **Mayor and Town Council**

From: **James Rodriguez, Assistant Director of Public Works**

Through: **Mario Canizares, Town Manager**
Chuck Ewings, Assistant Town Manager
Carrie Jones, Director of Public Works

Re: **Purchase of RH Borden Wastewater Inflow and Infiltration Study**

Town Council Meeting – October 27, 2026

Strategic Visioning Priority: Provide Excellent Municipal Services

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Agenda Item:

Consider and act upon approving the purchase of RH Borden Wastewater Inflow & Infiltration Study for the Wastewater Division of Public Works in the amount of $90,000; and authorizing the Town Manager to execute documents for same.

Description of Agenda Item:

As part of the FY2026–2027 budget process, the Public Works Wastewater Division has requested funding to purchase an Inflow and Infiltration (I&I) study from RH Borden. This study will assist in identifying areas of the wastewater collection system that require repair, rehabilitation, or further investigation. The study will utilize level-monitoring sensors installed in selected manholes throughout the collection system. LiDAR scanning will be used to capture key manhole dimensions to support the analysis. The sensors will then monitor wastewater flow patterns to establish normal flow conditions and identify potential sources of inflow and infiltration.

When I&I is detected, the study will quantify the extent of the excess flow and compare monitoring results across sensor locations to help identify areas experiencing elevated levels of inflow and infiltration. Once the data has been collected and analyzed, the Wastewater Division will use the findings to prioritize areas for further investigation and determine where smoke testing may be appropriate to help pinpoint potential defects in the collection system.

As part of the Town's EPA Capacity, Management, Operation, and Maintenance (CMOM) program, the Town must proactively identify and address deficiencies within its wastewater system that could lead to sanitary sewer overflows or unauthorized wastewater discharges. The RH Borden I&I study will strengthen the Town's CMOM efforts by providing staff with information to identify system defects, prioritize necessary repairs, and address potential issues before they result in wastewater backups or sanitary sewer overflows.

Funding this study will support proactive infrastructure maintenance, improve the reliability of the wastewater collection system, and help reduce the risk of costly emergency repairs and environmental impacts associated with wastewater discharges.

Budget Impact:
This is a budgeted expense as a FY26-27 Contracted service (70050530-5600).

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. RH Borden Quote

Town Staff Recommendation:
Town Staff recommend approving the purchase of RH Borden Wastewater Inflow and Infiltration Study for the Wastewater Division; and authorizing the Town Manager to execute documents for same.

Proposed Motion:
I move to approve the purchase of RH Borden Wastewater Inflow and Infiltration Study for the Wastewater Division in the amount of $90,000; and authorizing the Town Manager to execute documents for same.

RH Borden and Company LLC
2961 W Maple Loop Dr
Ste 300
Lehi, UT 84048-5686 USA

Quotation

ADDRESS
Michael Gage
TX, Town of Prosper
601 W 5th St
Prosper, Texas 75078

SHIP TO
Michael Gage
TX, Town of Prosper
601 W 5th St
Prosper, Texas 75078

QUOTATION # 3207
DATE 03/05/2026
EXPIRATION DATE 12/31/2026

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	BASINiQ Basin Flow Network	BASINiQ Flow Network includes the following: 12 months of flow monitoring included Site Designation: 1) Interactive GIS Dashboard showing the sites where sensors will be placed. Site Preparation - Manhole Digital Twin: 1) Full 360 video and lidar scan of each designated manhole or other designated structure. 2) Creation of a digital twin of the manhole or structure scanned by generating a 3D high resolution LiDAR generated point cloud. This twin will be used to assess manhole condition and obtain necessary dimensions needed to calculate flow in the specific manhole. Ongoing Flow Monitoring: 1) Placement of digital twin flow meters at the base of each identified basin including all field installation work and sensor setup and provisioning 2) 24 X 7 Monitoring of water flow within that basin 3) Multi-channel cellular connection to facilitate real-time data flow with daily data updates. 4) Access to cloud based real-time analytics to view sensor performance, set level alarms, monitor level and flow	8	3,000.00	24,000.00

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOU
		data and view basin flow changes and I&I detection 5) Ongoing maintenance and monitoring of sensors 6) Integration of current wet weather database and correlation of wet weather to water level 7) Collection of data onto RH Borden GIS Dashboard data repository and analytics 8) Analysis of all data using proprietary RH Borden I&I analysis algorithm to provide the ranking of each major basin showing contribution of I&I across each basin Payment Schedule: Phase 1 - Project Start/PO - 33% Phase 2 - Sensor Installation - 33% Phase 3 - 3 Months after installation - 34% (Price shown is annual cost. 2 Yr agreement optional. BASINiQ Services billed Annually upon renewal after first year.)			
	Target Basin I&I Assessment	Target Basin I&I Assessment includes the following: Site Designation: 1) Interactive GIS Dashboard showing the sites where sensors will be placed. Site Preparation - Manhole Virtual Model (MVM): 1) Full 360 video and lidar scan of each designated manhole or other designated structure. 2) Creation of a digital twin of the manhole or structure scanned by generating a 3D high resolution point cloud. This twin will be used to obtain necessary dimensions needed to calculate flow in the specific manhole. Study Monitoring: 1) Placement of up to 7 level sensors across each mile of the target basin including all field installation work and sensor setup and provisioning 2) 24 X 7 Monitoring of water level within that basin 3) Multi-channel cellular connection to facilitate real-time data flow with daily data updates. 4) Access to cloud based real-time analytics to view sensor performance,	32,000	1.70	54,400.00

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOU
		set level alarms, monitor level data and view basin flow changes and I&I detection 5) Ongoing maintenance and monitoring of sensors during data collection period 6) Integration of current wet weather database and correlation of wet weather to water level 7) Collection of data following data collection period in upload onto RH Borden GIS Dashboard for I&I analytics (Sensors shall remain in place until either sufficient data is collected to confirm I&I results or 5 months has elapsed) 8) Analysis of all data using proprietary RH Borden I&I analysis algorithm to provide the ranking of each sensor location showing contribution of I&I across each basin Payment Schedule: Phase 1 - Project Start/PO - 33% Phase 2 - Sensor Installation - 33% Phase 3 - Final Report - 34%			
	Crew Mobilization for Smart Solutions	Mobilization for crew and equipment including: Shipping and logistics for equipment Travel / per diem costs for personnel	1.40	6,000.00	8,400.00
	Installation of Sensors for Basin IQ	Installation for equipment including: Shipping and logistics for equipment Travel / per diem costs for personnel	8	400.00	3,200.00

Acceptance of this estimate acknowledges that the recipient has received a copy of and agrees to RH Borden's Standard Terms and Conditions. https://rhborden.com/terms/

SUBTOTAL	90,000.00
TAX	0.00
TOTAL	**$90,000.00**

Accepted By

Accepted Date

TOWN OF PROSPER
A Place Where Everyone Matters

FIRE DEPARTMENT

To: **Mayor and Town Council**

From: **Stuart Blasingame, Fire Chief**

Through: **Mario Canizares, Town Manager**

Re: **NAFECO Bunker Gear Purchase**

Town Council Meeting – October 27, 2026

Strategic Visioning Priority: Provide Excellent Municipal Services

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Agenda Item:
Consider and act upon the purchase of bunker gear and protective clothing from North American Fire Equipment, Inc., DBA NAFECO, through BuyBoard Contract #798-26, in the amount of $97,813.62.

Description of Agenda Item:
This purchase provides bunker gear for firefighters and supports the scheduled replacement of existing bunker gear and protective clothing to maintain compliance with NFPA 1851 standards.

Budget Impact:
The cost for bunker gear and protective clothing is $97,813.62. This expenditure is included in the approved budget and will be funded from Account No. 13030010-54200.

Attached Documents:
1. Quotation NAFECO
2. Buyboard Contract #798-26

Town Staff Recommendation:
Town Staff recommends the Town Council approve the purchase of bunker gear and protective clothing from North American Fire Equipment, Inc., DBA NAFECO, through BuyBoard Contract #798-26, in the amount of $97,813.62.

Proposed Motion:
I move to approve the purchase of bunker gear and protective clothing from North American Fire Equipment, Inc., DBA NAFECO, through BuyBoard Contract #798-26, in the amount of $97,813.62.

North America Fire Equip. Inc.
D.B.A. NAFECO
P.O. Box 2928
Decatur, AL 35602-2928
(800) 628-6233

Quotation

Q7526100881062

Date: 2026-10-08
Expires: 2026-11-07
FOB:

Customer Number: PRO074
Customer Information: PROSPER FIRE DEPARTMENT
Address: ATTN: SCOTT DILIBERTO
1500 E. FIRST STREET
PH: 214-799-6610
PROSPER, TX 75078

Attention: SCOTT DILIBERTO
Phone: 972-347-2424
Email: sdiliberto@prospertx.gov
Prepared By: Carter Smith

Qty	Item #	Description	Each	Total
13	CVFM/F	Lion V-Force Coat, K7 Vented, Armor AP Gold Firefighter with Yellow Lettering and Trim	$2,424.60	$31,519.80
1	CVFM/F	Lion V-Force Coat, K7 Vented, Armor AP Gold Captain with Orange Lettering and Trim. Yoke Lettering "CAPTAIN"	$2,491.29	$2,491.29
1	CVFM/F	V-Force Coat, K7 Vented, Nomex Natural/White Chief with Orange Lettering and Trim. Yoke Lettering "ASSIST. CHIEF"	$2,392.88	$2,392.88
13	PVFM/F	Lion V-Force Pants, K7 Traditional, Armor AP Gold Firefighter with Yellow Lettering and Trim. Suspenders Included	$1,773.25	$23,052.25
1	PVFM/F	Lion V-Force Pants, K7 Traditional, Armor AP Gold Captain with Orange Lettering and Trim. Suspenders Included	$1,773.25	$1,773.25
1	PVFM/F	Lion V-Force Pants, K7 Traditional, Nomex Natural/White Chief with Orange Trim and Lettering. Suspenders Included	$1,652.55	$1,652.55
95	HD395146	LION Hood, RedZone Particulate Blocking, StedAir, NFPA, Tan	$163.00	$15,485.00
5	GFA-GA-1212-S	Veridian Fire Armor Gauntlet Glove - Small	$141.63	$708.15
25	GFA-GA-1212-M	Veridian Fire Armor Gauntlet Glove - Medium	$141.63	$3,540.75
45	GFA-GA-1212-L	Veridian Fire Armor Gauntlet Glove - Large	$141.63	$6,373.35
17	GFA-GA-1212-XL	Veridian Fire Armor Gauntlet Glove - X Large	$141.63	$2,407.71
3	GFA-GA-1212-XXL	Veridian Fire Armor Gauntlet Glove - XX Large	$141.63	$424.89
5	GFA-GA-1212-XXXL	Veridian Fire Armor Gauntlet Glove - XXX Large	$141.63	$708.15
			Subtotal	**$97,768.62**
			Freight	**$45.00**
			Total	**$97,813.62**

Qty	Item #	Description	Each	Total
2	TL001DESS	Phenix TL2 Leather Helmet: Rachet Suspension, Optional Bend, White (005), ESS Goggles Orange Tetrahedrons Upgrades: Deluxe Leather Comfort Package (R6003UPG) and Flip Down Eye Shield Bourkes (TLTC400).	$1,309.65	$2,619.30
2	TL001DESS	Phenix TL2 Leather Helmet: Rachet Suspension, Optional Bend, Fire Red (185), ESS Goggles Lime/Yellow Tetrahedrons Upgrades: Deluxe Leather Comfort Package (R6003UPG) and Flip Down Eye Shield Bourkes (TLTC400).	$1,309.65	$2,619.30
1	BUYBOARD	Contract 798-26	$0.00	$0.00
			Subtotal	**$97,768.62**
			Freight	**$45.00**
			Total	**$97,813.62**

tax to be determined

Notes: Lion PSGQ10624-R. Shipping cost for Phenix helmets. All other shipping is free from the manufacturer.

Thank you for your business!

NOTE: All accounts are subject to sales tax charges unless a valid state exempt certificate is on file with NAFECO, or provided at the time of the order.

If you have any questions concerning this quote, please call our number listed above.

Visit Us On The Internet At: nafeco.com

Mailing: P.O. Box 2928, Physical: 2601 Beltline Road Decatur, AL 35602-2928, (800) 628-6233

Vendor Contract Information Summary

Vendor	North America Fire Equipment Co., Inc. dba NAFECO
Contact	Jacque Flory
Phone	256-353-7100
Phone Extension	144
Email	jacque.flory@nafeco.com
Vendor Website	www.nafeco.com
TIN	63-0725655
Address Line 1	PO Box 2928
Vendor City	Decatur
Vendor Zip	35602
Vendor State	AL
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	NET 30 Days
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Common Carrier
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	No
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	All Texas Regions
States	All States
Contract Name	Public Safety and Firehouse Supplies and Equipment
Contract No.	798-26
Effective	04/01/2026
Expiration	03/31/2029
Accepts RFQs	Yes
Return Policy	See attached policy.

TOWN OF PROSPER
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FIRE DEPARTMENT

To: **Mayor and Town Council**

From: **Stuart Blasingame, Fire Chief**

Through: **Mario Canizares, Town Manager**

Re: **Municipal Emergency Services (MSA) SCBA Air Cylinder Purchase**

Town Council Meeting – October 27, 2026

Strategic Visioning Priority: Provide Excellent Municipal Services

---

Agenda Item:

Consider and act upon approving the purchase of 32 SCBA Air Cylinders from Municipal Emergency Services through the Sourcewell SCBA Contract #011824-MES in an amount not to exceed $51,746.69.

Description of Agenda Item:

The cylinders being replaced have reached the end of their approved service life and must be removed from service. This purchase was approved and funded as part of the Fiscal Year 2026-2027 budget to ensure state compliance.

Budget Impact:

The total expenditure for the SCBA Air Cylinders is $51,746.69 and was approved in the FY27 budget. It will be funded from account 13030010-54200.

Attached Documents:

1. MES Quote
2. Sourcewell SCBA Contract #011844-MES

Town Staff Recommendation:

Town Staff recommend the Town Council approve the purchase of 32 SCBA Air Cylinders from Municipal Emergency Services through the Sourcewell SCBA Contract #011824-MES in an amount not to exceed $51,746.69.

Proposed Motion:

I move to approve the purchase of 32 SCBA Air Cylinders from Municipal Emergency Services through the Sourcewell SCBA Contract #011824-MES in an amount not to exceed $51,746.69.

(877) 637-3473

Quote

Quote #	QT2058289
Date	04/13/2026
Expires	10/30/2026
Sales Rep	Cousins, Grant
Shipping Method	FedEx Ground
Customer	Prosper Fire Rescue (TX)
Customer #	C32429

Bill To
Town of Prosper
P.O. BOX 307
PROSPER TX 75078
United States

Ship To
PROSPER FIRE DEPARTMENT
Chris Hall
911 SAFETY WAY
Prosper TX 75078
United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
804722-01			CYL&VLV ASSY,CARB,45MIN,4500	31	$1,604.32	$49,733.92
804723-01			(HM) CYL&VLV CARBON 60	1	$1,787.77	$1,787.77

Sourcewell SCBA Contract #011824-MES

Contact: C32429 Prosper Fire Rescue (TX) : Chris Hall (469) 422-3698

Subtotal	$51,521.69
Shipping Cost	$225.00
Tax Total	$0.00
Total	$51,746.69

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of invoice to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.

Municipal Emergency Services

SCBA, respiratory, air quality

#011824-MES

Maturity Date: 3/29/2028

Products & Services

Products & Services

Sourcewell contract 011824-MES gives access to the following types of goods and services:

- Breathing apparatus
- Air pack cylinders
- Air tanks
- SCBA
- Face masks
- Dangerous gases
- Oxygen
- Air
- Air supply
- Compressed air

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TOWN OF PROSPER
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POLICE DEPARTMENT

To: **Mayor and Town Council**

From: **Brent Brown, Police Chief**

Through: **Mario Canizares, Town Manager**

Re: **Purchase of PD Vehicles from Caldwell Country Chevrolet**

Town Council Meeting – October 27, 2026

Strategic Visioning Priority: Provide Excellent Municipal Services

---

Agenda Item:

Consider and act upon approving the purchase of one (1) 2026 Chevrolet Silverado 1500 Crew Cab Truck with Equipment Install for $72,723 from Caldwell Country Chevrolet utilizing Buy Board Contract #724-23 and one (1) 2026 Chevrolet Silverado 1500 Crew Cab with Equipment Install from Caldwell Country Chevrolet for $43,002, utilizing Buy Board Contract #724-23. (BB)

Description of Agenda Item:

This purchase includes one (1) Chevrolet Crew Cab Truck to be assigned to the Administration Division as an administration vehicle utilized by the Chief of Police, and one (1) Chevrolet Crew Cab Truck, assigned to the Support Services Division to be utilized by the Public Safety Officers.

Budget Impact:

Fleet addition for the (1) Chevrolet Crew Cab Truck ($72,723.00) will be funded through account #61020210-61450. The (1) Chevrolet Crew Cab Truck ($43,002.00) will be funded through account #61020210-61450.

Attached Documents:

1. Quote – Caldwell Country Chevrolet - Crew Cab Truck – Fleet Addition
2. Quote – Caldwell Country Chevrolet – Crew Cab Truck – Fleet Addition
3. Buy Board Contract #724-23

Town Staff Recommendation:

Town Staff recommends the Town Council approve the purchase of one (1) Chevrolet Crew Cab Truck with emergency equipment utilizing the Interlocal Buy Board Contract #724-23 for $72,723 from Caldwell Country Chevrolet and one (1) Chevrolet Crew Cab Truck with emergency equipment from Caldwell Country Chevrolet, utilizing the Interlocal Buy Board Contract #724-23 for $43,002.

Proposed Motion:

I move to approve the purchase of one (1) Chevrolet Crew Cab Truck with emergency equipment utilizing the Interlocal Buy Board Contract #724-23 for $72,723 from Caldwell Country Chevrolet and one (1) Chevrolet Crew Cab Truck with emergency equipment from Caldwell Country Chevrolet, utilizing the Interlocal Buy Board Contract #724-23 for $43,002.

CALDWELL COUNTRY CHEVROLET II LLC

800 HWY 21 E CALDWELL, TEXAS 77836

Buy Board 724-23

End User:	CITY OF PROSPER	**Caldwell Rep:**	Duckki Yoon
Contact:	Chief Brent Brown	**Phone:**	469-990-7708
Phone/Email:	wbrown@prospertx.gov / 972-569-1033	**Date:**	10/08/2026
Product Desc.:	2026 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" LT w/1LT	**Email:**	dyoon@usaautomotivepartners.com

A. Bid Series: 14 CHEVROLET 1500 CREW CAB **A. Base Price:** $57,850.00

B. Published Options [Itemize each below]

Quote Number: QUO-07357-N6V8P5 Rev 1

Code	Model Vehicle	
CK10543	2026 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" LT w/1LT	
Code	**Options**	**Bid Price**
K4C	Wireless Charging	$0.00
KNP	Cooling, auxiliary external transmission oil cooler	$0.00
A50	Seats, front bucket	$0.00
KW7	Alternator, 170 amps	$0.00
L84	Engine, 5.3L EcoTec3 V8	$0.00
N10	Exhaust, dual with polished outlets	$0.00
PDP	Texas Edition Plus	$0.00
TUF	Badging, Texas Edition	$0.00
UG1	Universal Home Remote	$0.00
AAK	LPO, All-weather floor liners, 1st and 2nd rows	$0.00
C5Y	GVWR, 7100 lbs. (3221 kg)	$0.00
IOK	Audio system, Chevrolet Infotainment 3 Premium system	$0.00
KC4	Cooling, external engine oil cooler	$0.00
MHS	Transmission, 10-speed automatic	$0.00
PZ8	Hitch Guidance with Hitch View	$0.00
-	Option/package discount	$0.00
1LT	LT Preferred Equipment Group	$0.00
D07	Center Console, floor-mounted	$0.00
EPH	Shifter, Electronic Transmission Range Selector	$0.00
PCM	Convenience Package II	$0.00
QAQ	Tire, spare 255/80R17SL all-season, blackwall	$0.00
VXH	LPO, Assist steps, chromed tubular, 6" rectangular	$0.00
A48	Window, power, rear sliding	$0.00
G42	White Sands	$0.00
GU5	Rear axle, 3.23 ratio	$0.00
H0U	Jet Black, Cloth seat trim	$0.00
JHD	Hill Descent Control	$0.00
K47	Air filter, heavy-duty	$0.00
NZN	Wheels, 20" x 9" (50.8 cm x 22.9 cm) Painted aluminum	$0.00
NZZ	Skid Plates	$0.00
UBC	USB ports, 2, Charge/Data ports located inside center console	$0.00
UET	In-Vehicle Trailering App, System	$0.00
FE9	Emissions, Federal requirements	$0.00
NQH	Transfer case, two-speed	$0.00
QAE	Tires, 275/60R20SL all-terrain, blackwall	$0.00
Z71	Z71 Off-Road Package	$0.00

Total of B. Published Options	$0.00

C. Unpublished Options [Itemize each below, not to exceed 25%]

Unpublished Options	Bid Price
****NO DELIVERY - CUSTOMER PICKUP****	$0.00
Total of C. Unpublished Options	$0.00

D. Registration & Title Paperwork:	$0.00
E. Upfitter/Quote Number: CAP FLEET - BELTON CAPQ-113500	$14,473.00
F. Delivery ETA: STOCK UNIT REF T1220076 DELIVERABLE WITHIN 21 DAYS	
G. Floor Plan Interest (for in-stock and/or equipped vehicles):	$0.00
H. Lot Insurance (for in-stock and/or equipped vehicles):	$0.00
I. Contract Price Adjustment:	$0.00
J. Additional Delivery Charge (miles):	$0.00
K. Subtotal:	$72,323.00
L. Quantity Ordered 1 **x K =**	$72,323.00
M. Trade in:	$0.00
N. Coop Fee per purchase order:	$400.00
O. Total purchase price with Co-Op Fee:	$72,723.00

IMPORTANT NOTES

- **We sincerely appreciate your business. To ensure prompt processing, please submit all purchase orders to fleetcentral@usaautomotivepartners.com.**
- **Order acceptance will be confirmed once vehicle availability has been verified or the manufacturer has accepted the factory order.**
- **Estimated lead times are provided based on current information and may be adjusted due to manufacturer or supply conditions.**

CALDWELL COUNTRY CHEVROLET II LLC

800 HWY 21 E CALDWELL, TEXAS 77836

Buy Board 724-23

End User:	CITY OF PROSPER	**Caldwell Rep:**	Duckki Yoon
Contact:	Chief Brent Brown	**Phone:**	469-990-7708
Phone/Email:	wbrown@prospertx.gov / 972-569-1033	**Date:**	10/06/2026
Product Desc.:	2026 Chevrolet Silverado 1500 (CC10543) 2WD Crew Cab 147" Work Truck	**Email:**	dyoon@usaautomotivepartners.com

A. Bid Series: 14 CHEVROLET 1500 CREW CAB **A. Base Price:** $38,950.00

B. Published Options [Itemize each below]

Quote Number: QUO-07404-G6N7H9 Rev 1

Code	Model Vehicle	
CC10543	2026 Chevrolet Silverado 1500 (CC10543) 2WD Crew Cab 147" Work Truck	
Code	**Options**	**Bid Price**
C5U	GVWR, 6800 lbs. (3084 kg)	$0.00
FE9	Emissions, Federal requirements	$0.00
CTT	Hitch Guidance	$0.00
GAZ	Summit White	$0.00
PCV	WT Convenience Package	$0.00
RD6	Wheels, 17" x 8" (43.2 cm x 20.3 cm) Ultra Silver painted steel	$0.00
VK3	License plate kit, front	$0.00
C49	Defogger, rear-window electric	$0.00
GU6	Rear axle, 3.42 ratio	$0.00
QBR	Tire, spare 255/70R17 all-season, blackwall	$0.00
AZ3	Seats, front 40/20/40 split-bench	$0.00
IOR	Audio system, Chevrolet Infotainment 3 system	$0.00
L3B	Engine, TurboMax	$0.00
MFC	Transmission, 8-speed automatic, electronically controlled	$0.00
QBN	Tires, 255/70R17 all-season, blackwall	$0.00
	Option/package discount	$0.00
1WT	Work Truck Preferred Equipment Group	$0.00
AKO	Glass, deep-tinted	$0.00
DLF	Mirrors, outside heated power-adjustable	$0.00
H2G	Jet Black, Vinyl seat trim	$0.00
PEB	WT Value Package	$0.00
Z82	Trailering Package	$0.00
Total of B. Published Options		$0.00

C. Unpublished Options [Itemize each below, not to exceed 25%]

Unpublished Options	Bid Price
Total of C. Unpublished Options	$0.00

D. Registration & Title Paperwork:	$0.00
E. Upfitter/Quote Number: CAP FLEET - BELTON CAPQ-113619	$3,025.00
F. Delivery ETA: STOCK UNIT REF TG448747 DELIVERABLE IN 21 DAYS	
G. Floor Plan Interest (for in-stock and/or equipped vehicles):	$0.00
H. Lot Insurance (for in-stock and/or equipped vehicles):	

I. Contract Price Adjustment:	$0.00
J. Additional Delivery Charge (209 **miles):**	$627.00
K. Subtotal:	$42,602.00
L. Quantity Ordered 1 **x K =**	$42,602.00
M. Trade in:	$0.00
N. Coop Fee per purchase order:	$400.00
O. Total purchase price with Co-Op Fee:	$43,002.00

IMPORTANT NOTES

- **We sincerely appreciate your business. To ensure prompt processing, please submit all purchase orders to fleetcentral@usaautomotivepartners.com.**
- **Order acceptance will be confirmed once vehicle availability has been verified or the manufacturer has accepted the factory order.**
- **Estimated lead times are provided based on current information and may be adjusted due to manufacturer or supply conditions.**

Vendor Contract Information Summary

Vendor	Caldwell Country Chevrolet II LLC
Contact	AVERYT KNAPP
Phone	979-567-1500
Email	averyt@caldwellcountry.com
Vendor Website	www.caldwellcountrychevrolet.com
TIN	87-3266036
Address Line 1	800 E Highway 21
Vendor City	Caldwell
Vendor Zip	77836
Vendor State	TX
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	NET 30
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Common Carrier
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	No
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	All Texas Regions
States	All States
Contract Name	Vehicles, Police Motorcycles, Parts, and Maintenance Repair Services
Contract No.	724-23
Effective	12/01/2023
Expiration	11/30/2026
Accepts RFQs	Yes
Service Fee Note	Vehicle purchase orders are subject to a $400 service fee

TOWN OF PROSPER
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ENGINEERING SERVICES

To: **Mayor and Town Council**

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

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

Re: **First Street (DNT to Coleman) Construction Contract**
Change Order No. 1

Town Council Meeting – October 27, 2026

Strategic Visioning Priority: Accelerate Infrastructure Delivery

---

Agenda Item:

Consider and act upon approving Change Order No. 1 for CSP NO. 2026-04-B to Mario Sinacola & Sons Excavating, Inc., related to construction services for the First Street (DNT - Coleman) project; and authorizing the Town Manager to execute Change Order No. 1 for $256,520.

Description of Agenda Item:

Town Council authorized a construction contract with Mario Sinacola & Sons Excavating, Inc., at the February 10, 2026, Town Council meeting for the First Street (DNT - Coleman) project, in the amount of $20,793,934.72. The project consists of all work needed for construction of a four-lane divided suburban arterial between Dallas North Tollway and Coleman Street. Project includes a roundabout at Coleman Street, concrete curb and gutter roadway, underground drainage improvements, median landscape, street lighting at the roundabout, and a twelve-inch (12”) water line.

Change Order No. 1 accounts for reducing the amount of “Abandon Existing Waterline” from 4,565 LF to 4,362 LF for a credit of $2,030, adding 2,335 LF of “Remove Existing Waterline” (error in bid tabulation) for an additional $70,050, adding 322 LF of “24-inch Steel Encasement for Waterline” (BNSF requirement) for $187,850, and adding an additional “12-in X 8-in Reducer” for $650. The net change in the revised quantities is an increase of $256,520 to the construction contract.

The additional quantity for the removal of existing water line was due to a quantity error in the bid tabulation form. The additional quantity for the 24-inch steel encasement was required by the BNSF Railroad to extend the steel encasement the full 300-foot of railroad right-of-way, instead of just under the existing tracks.

This project was awarded with a $500,00 contingency to allow staff level approval of minor revisions or changes in field conditions. In order to continue using the contingency funds for minor changes, staff is requesting Town Council approval of this Change Order, which will be funded

from savings. This has been reviewed by the Town Council CIP Subcommittee and recommended for approval.

Budget Impact:
The cost for Change Order No. 1 is $256,520 and will be funded from project savings.

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. Change Order No. 1
2. Location Map

Town Staff Recommendation:
Town staff recommend that the Town Council approve Change Order No. 1 for CSP NO. 2026-04-B to Mario Sinacola & Sons Excavating, Inc., related to construction services for the First Street (DNT - Coleman) project; and authorizing the Town Manager to execute Change Order No. 1 for $256,520.

Proposed Motion:
I move to approve Change Order No. 1 for CSP NO. 2026-04-B to Mario Sinacola & Sons Excavating, Inc., related to construction services for the First Street (DNT - Coleman) project; and authorize the Town Manager to execute Change Order No. 1 for $256,520.

TOWN OF PROSPER

Change Order No. 1

Project Name: First Street Reconstruction DNT-Coleman
Contractor: Mario Sinacola & Sons Excavation, Inc.
Contract Start: 5/18/26

Prj. No. 1512-ST
Bid No. CSP-2026-04-B
PO No. 26200946

Description of Change:
This change order adds waterline encasement required by BNSF as a field change to extend the length for the entirety of their ROW and includes 20 added days due to design changes. This is a change from what was originally designed and bid. This change order also clears up a quantity bust for removal of existing water line.

Mod/ New	Item No.	Description	Unit	Quantity Prev	Quantity Chg	Quantity New	Unit Cost	Cost Change
MOD	129	Abandon Existing Waterline (regardless of size)(including existing water valve)	LF	4,565	(203.00)	4,362.00	$10.00	-$2,030.00
MOD	131	Remove existing waterline (regardless of size) (including existing water valve)	LF	237	2335.00	2,572.00	$30.00	$70,050.00
MOD	136	24-inch Steel Encasement for Waterline(0.375-FT wall thickness)	LF	101	221.00	322.00	$850.00	$187,850.00
MOD	147	12-IN X 8-IN Reducer	EA	1	1.00	2.00	$650.00	$650.00

Cost Adjustment this Change: 256,520.00
Time Adjustment this Change: 20

Original Contract Amount:	$20,793,934.72
Previous Change Orders:	$0.00
Current Change Order:	$256,520.00
New Contract Amount:	**$21,050,454.72**

Original Contract Time:	570 Cal. Days
Previous Change Orders:	0 CD
Current Change Order:	20 CD
New Contract Time:	**590 CD**

Final Completion Date:	**12/29/2027**

Issued by
TOWN OF PROSPER

By _____
Signature Date

Accepted by
Mario Sinacola & Sons Excavation, Inc.

By _____ 10/20/26
Signature Date

LOCATION MAP

First Street (DNT to Coleman)
Change Order No. 1



TOWN OF PROSPER
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ENGINEERING SERVICES

To: **Mayor and Town Council**

From: **Alexis Turner P.E., Civil Engineer**

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

Re: **Professional Engineering Services Agreement: La Cima Blvd & First St Roundabout and Richland Blvd & Lakewood Dr Roundabout**

Town Council Meeting – October 27, 2026

Strategic Visioning Priority: Accelerate Infrastructure Delivery

---

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a Professional Engineering Services Agreement between Garver, LLC., and the Town of Prosper, Texas, related to the design of the La Cima Boulevard and First Street roundabout and the Richland Boulevard and Lakewood Drive roundabout.

Description of Agenda Item:

The services associated with this agreement are for the design of the La Cima Boulevard and First Street roundabout and the Richland Boulevard and Lakewood Drive roundabout. The project involves the design for the construction of two (2) roundabouts along existing corridors. The first location is La Cima Boulevard at First Street and the second location is Lakewood Dr at Richland Boulevard. The project includes roadway and drainage design, pavement markings and signage and erosion control.

At the October 24, 2023, Town Council meeting, the Town Council approved a list of qualified engineering firms, which included services for roadway engineering design. Garver, LLC, is included on the approved list and has successfully completed the design of multiple roadway projects for the Town of Prosper.

Budget Impact:

The cost for the design is $397,535.50 for the La Cima Boulevard and First Street roundabout and $368,377.50 for the Richland Boulevard and Lakewood Drive roundabout. The funding source for the La Cima Boulevard and First Street roundabout is Account No. TR202703-DESGN-PROFS and a total of $500,000 budgeted for design. The funding source for the Richland Boulevard and Lakewood Drive is TR202704-DESGN-PROFS and a total of $500,000 budgeted for design.

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. Professional Engineering Services Agreement
2. Location Map

Town Staff Recommendation:
Town staff recommends that the Town Council authorize the Town Manager to execute a Professional Engineering Services Agreement between Garver, LLC, and the Town of Prosper, Texas, related to the design of the La Cima Boulevard and First Street roundabout and the Richland Boulevard and Lakewood Drive roundabout.

Proposed Motion:
I move to authorize the Town Manager to execute a Professional Engineering Services Agreement between Garver, LLC, and the Town of Prosper, Texas, related to the design of the La Cima Boulevard and First Street roundabout and the Richland Boulevard and Lakewood Drive roundabout.

PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND GARVER, LLC
FOR THE LA CIMA BOULEVARD ROUNDABOUT AND
LAKEWOOD DRIVE ROUNDABOUT CONSTRUCTION PROJECT
PRJ# 2703-TR LA CIMA BLVD & FIRST STREET ROUNDABOUT
PRJ# 2704-TR RICHLAND BLVD & LAKEWOOD DR ROUNDABOUT

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 **Garver, LLC**, 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 **ROUNDABOUTS – LA CIMA BLVD AT FIRST ST AND LAKEWOOD DR AT FUTURE RICHLAND BLVD Project (PRJ # 2703-TR & 2704-TR)**, 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 **Seven Hundred Sixty Five Thousand Nine Hundred Thirteen Dollars and Zero Cents ($765,913.00)** 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 as deliverables under this Agreement and that Town may use them without Consultant's permission for any purpose relating to the Project. ; provided however, any and all underlying intellectual property, if any (unless provided by Town), shall remain the property of Consultant such that Consultant may continue to perform its business in the normal course. Upon payment in full, Consultant hereby grants Town an irrevocable, non-exclusive, royalty free license to use the same for the purposes contemplated under this Agreement. 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 THIRD PARTY 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 TANGIBLE PROPERTY OWNED BY THIRD PERSONS OR BODILY INJURY OF 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 EACH PARTY'S LIABILITY SHALL BE APPORTIONED ACCORDING TO THE RESPECTIVE PARTY'S 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:

Garver, LLC	Town of Prosper
R. Jake Bennett, P.E., CFM, Project Manager	Mario Canizares, Town Manager
3000 Internet Blvd, Suite 400	PO Box 307
Frisco, TX 75034	Prosper, TX 75078
RJBennett@GarverUSA.com	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. **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.

20. **Waiver of Consequential Damages**. NOTWITHSTANDING ANYTHING IN THE AGREEMENT TO THE CONTRARY, NEITHER PARTY (INCLUDING ITS SUBCONSULTANTS, AGENTS, ASSIGNEES, AFFILIATES AND VENDORS) SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES OF ANY KIND REGARDLESS OF THE CAUSE OR ACTION (INCLUDING NEGLIGENCE OF ANY KIND OR CHARACTER INCLUDING GROSS NEGLIGENCE).

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____.

GARVER, LLC

By: Digitally signed by Aimee R. Schroller Date: 2026.10.19 16:35:46-05'00'
Signature

Aimee R. Schroller, PE
Printed Name

Vice President
Title

10/19/2026
Date

TOWN OF PROSPER, TEXAS

By: _____
Signature

Mario Canizares
Printed Name

Town Manager
Title

_____
Date

EXHIBIT A
SCOPE OF SERVICES

PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND GARVER, LLC
FOR THE LA CIMA BOULEVARD ROUNDABOUT AND
LAKEWOOD DRIVE ROUNDABOUT CONSTRUCTION PROJECT
PRJ# 2703-TR LA CIMA BLVD & FIRST STREET ROUNDABOUT
PRJ# 2704-TR RICHLAND BLVD & LAKEWOOD DR ROUNDABOUT

I. PROJECT DESCRIPTION

The project involves the design for the construction of two (2) roundabouts along existing corridors. The first location is La Cima Blvd at First St. Both existing corridors match the Town's Thoroughfare plan dated Nov. 2022. These existing corridors are both 4LD classification. The second location is Lakewood Dr at (future) Richland Blvd. Existing Lakewood Dr appears to be currently matching the "Neighborhood Street 2LN" classification with 31 feet measured from the back of curbs. Richland Blvd is shown on the Thoroughfare Plan to be 4LD classification, and although its not shown on the Thoroughfare Plan at this location, we anticipate that Richland Blvd will be 4LD at this location when constructed. The project includes roadway and drainage design, pavement markings and signage and erosion control. There is an existing Atmos Gas Main at the Lakewood location that will require coordination and possibly unreinforced concrete within the existing easement. There is an existing Town waterline at the Lakewood location. Modifications to the main are not anticipated; waterline work will be to adjust existing valves, relocate existing fire hydrants and meters as needed. There are existing Town water and sanitary sewer lines at the La Cima location. Modifications to the main are not anticipated; water and sanitary sewer work will be to adjust manholes and/or valves, and relocating fire hydrants and meters as needed. Both corridors have existing franchise utilities that will need to be relocated.

Notes:

A. Town of Prosper to provide all record drawings and information regarding planned developments within the project limits.
B. There is an existing storm outfall on the north side of the La Cima/First intersection that is heavily wooded that will need to be extended outside of the roundabout.
C. Traffic Analysis/Modeling - The scope of services includes data gathering, stakeholder input, traffic analyses, recommended improvements, and supporting documentation/services for improvements at La Cima Boulevard at First Street intersection. Garver will evaluate one-lane, hybrid options, and two-lane roundabout solutions for specified locations to improve safety, minimize the queues and maintain acceptable level of service.
D. The Lakewood Drive at Richland Street (proposed cross street) intersection, the Town has directed Garver to design a single lane roundabout, no traffic analysis or modeling shall be performed for this location in this contract.

II. TASK SUMMARY

Task 1 – Roundabout Design.

A. CONCEPT DESIGN (30%) – For both locations unless specified otherwise.
    1. Traffic Modeling to support roundabout design (La Cima @ First Street only)

i. Facilitate meetings to include appropriate stakeholders from the Town of Prosper. These meetings will determine the existing traffic operations and the expected future conditions, which will include all the proposed developments within the project area. This will help with traffic forecasts for future analysis years.
ii. Garver will develop existing morning and afternoon peak hour volumes for the La Cima Boulevard at First Street intersection based on the data collected by GRAM. For the proposed Lakewood Drive at Richland Street intersection, Garver will develop peak hour volumes based on field observations, data collected at Lakewood Drive and Mockingbird Lane, prior studies or traffic impact analyses, and the 12th Edition ITE Trip Generation Manual. Garver will model the existing peak traffic at the La Cima Boulevard at First Street intersection using *Highway Capacity Software* (*HCS*), ensuring that the model reflects observed existing conditions. The following conditions will be analyzed:
    1) Existing Morning Peak Hour Conditions
    2) Existing Afternoon Peak Hour Conditions
iii. Based on background traffic growth and the input from the *12th Edition ITE Trip Generation Manual*, Garver will model the future conditions at the La Cima Boulevard at First Street intersection using *Highway Capacity Software*. The following conditions will be analyzed:
    1) Future Morning Peak Hour Conditions
    2) Future Afternoon Peak Hour Conditions
iv. Garver will report on expected Levels of Service, maximum, and average queue lengths for all analyzed conditions at the La Cima Boulevard at First Street intersection. Level of Service analysis will be based on *Highway Capacity Manual* methodology. All the recommendations will be based on the modeling results and engineering judgement.
v. Garver will generate a final Traffic Report summarizing the findings of the existing and future intersection analyses. Garver will submit one electronic copy of the report along with appendices that include outputs from the *Highway Capacity Software*.

2. Develop Roundabout Horizontal Geometry for 2 roundabout locations
3. Delineate Overall Drainage Boundaries
4. Develop Concept Rollplots (Plan Only) that include:
    i. Existing Town and Franchise Utilities
    ii. Proposed roundabout horizontal geometry
    iii. Proposed Sidewalks and Barrier Free Ramps
    iv. Lane assignments and proposed striping (signage to be provided in later submittal)
    v. Schematic level storm drain; Inlets and laterals that tie into existing storm facilities (Storm H&H to be completed in later submittal.)
    vi. Limits of Construction
    vii. Existing and Proposed right of way and easements
5. Develop Drainage Area Rollplots with proposed land usage to coordinate drainage design inputs for storm drain.
6. Measure Quantities and Develop opinion of probable construction cost (OPCC)
7. Conduct Quality Assurance Review of design
8. Submit 30% Concept Design PDF Roll Plots to Town for Review and Comment
    i. Four (4) Rollplots (2 Roundabout plan; 2 Drainage Areas Maps)
    ii. Includes Roundabout design checks to be submitted and reviewed by 3rd party reviewer.
9. Submit Roundabout Plan Rollplots and CAD basefiles to 3rd party reviewer for comment
10. Prepare and submit invoices with reports indicating work progress and any design issues that may arise.

B. PRELIMINARY DESIGN (60%) – For both locations unless specified otherwise.

1. Address 30% comments from Town and 3rd party reviewer
2. Plot existing topographic features on (11" x 17") plan and profile sheets (1"=40' horizontal and 1"=5' vertical).
3. Cover sheet and general notes. Town standard general notes will be provided, no modifications shall be included in this scope.
4. Provide typical roadway sections.
5. Provide horizontal and vertical control within project design area tied to Town of Prosper Benchmarks.
6. Prepare Removal Plans.
7. Prepare Roundabout Paving Plan Sheets
8. Prepare Roundabout Grading Plans
   i. Roundabout Jointing Plan to be provided in 90% Plans.
9. Overall Drainage Area Maps
10. Storm Drain Sub Drainage Area Maps with Computations
11. Storm drainage design under roadway within ROW.
12. Prepare Storm Drain Plan & Profiles.
13. Prepare Hydrologic and Hydraulic tables associated with proposed storm drain.
14. Waterline and Sanitary Sewer Plans – Excluded from this scope.
15. Roundabout Illumination Plans
    i. Design will include full lighting design for the new roundabouts. The lighting will consist of LED conventional roadway light fixtures and shall be coordinated with the client for preference of size, style, brightness, and color. The lighting will be designed to be in accordance with current City, TxDOT, and IESNA standards. A photometric analysis of the roadways, roundabout, crosswalks, and sidewalks will be provided for review and approval by the client.
    ii. All lighting will be fed by a new dedicated power service, with the location and requirements coordinated with the electric utility. Voltage drop calculations will be performed to determine conductor size and quantity of branch circuits. Light pole foundations will be to TxDOT standards.
    iii. Garver will provide preliminary plans detailing the lighting design, including light pole locations, conduit routing, power service locations, electrical details, electrical tables with light fixture and light pole information, and cost estimate in each deliverable package for client review and comment.
16. Landscape Plans
    i. Town to provide direction on landscape requirements if the Town Landscape design manual is not to be followed.
    ii. Utilize details for landscape street monuments to replace the existing monuments on the 3 legs of the La Cima roundabout.
17. Irrigation Plans
    i. Town to provide direction on landscape requirements if the Town Landscape design manual is not to be followed.
    ii. Town to provide direction and record drawings (if available) for tying into existing irrigation systems.
18. Prepare Signing and Pavement Marking Sheets.
19. Prepare Erosion Control Sheets.
20. Cross Sections @ 50' maximum intervals and at intersections and driveways.
21. Conduct Quality Assurance Review of design
22. Prepare opinion of probable cost.
23. Submit PDF preliminary 60% for Town staff review and comments.
24. Submit PDF preliminary 60% and CAD files for 3rd party review and comments
25. Submit preliminary ROW / Easement parcel legal and exhibit documents if needed based upon 60% design. The Town is expected to pay 100% of the cost per each of these preliminary documents since

time and effort will be required to develop them, even if they do not go to a final sign document. We are scoping 11 ROW and 22 easement documents.

26. Prepare and submit invoices with reports indicating work progress and any design issues that may arise.

C. PRELIMINARY DESIGN (90%) – For both locations unless specified otherwise.

D. Address 60% comments from Town and 3rd party reviewer

1. Prepare Quantity Summary Sheets.
2. Prepare Traffic Control Plans, typical sections, narrative, and detours
3. Roundabout Jointing Plan
4. Town Standard Details, NCTCOG Details, and TxDOT Details
5. Conduct Quality Assurance Review of design
6. Revise quantities and opinion of probable cost.
7. Submit PDF preliminary 90% for Town staff review and comments.
8. Submit PDF preliminary 90% and CAD files for 3rd party review and comments

E. Final Design Submittal – For both locations unless specified otherwise.

1. Address 90% review comments.
    a. Scope assumes that 3rd party reviews are complete. If further 3rd party reviews are required, this would require a contract amendment.
2. Update H&H Model
3. Conduct Quality Assurance Review of design
4. Revise opinion of probable cost.
5. Submit PDF Final Design plans for Town staff review and comments.

F. Signed & Sealed Submittal – For both locations unless specified otherwise.

1. Address Final Design submittal review comments.
    a. Scope assumes that 3rd party reviews are complete. If further 3rd party reviews are required, this would require a contract amendment.
2. Conduct Quality Assurance Review of design
3. Revise opinion of probable cost.
4. Submit two sets of signed and sealed plans (11" x 17") and PDF for Town use in bidding.
    a. Provide signed and sealed plans and items for the bid book. Items include excel files of bid items quantities along with any project specific details and/or specifications that are not included in the NCTCOG specifications or TxDOT specifications. The Town will generate the Bid Book.

<u>Task 2 – Topographic & Boundary Survey.</u>

A. The Project is two areas located in the Town of Prosper, Texas. The first is at the intersection of La Cima Boulevard and E First Street. The second is located along Lakewood Drive, starting 120 feet south of Meadow Dell Drive and southerly for a distance of 1,050 feet.

1. Surveyor will make a reasonable effort to request Texas811 to completely mark underground utilities within the new topographic survey limits. Garver does not accept responsibility for unresponsiveness by Texas811 or locating utilities not marked by Texas811. Notify Town of any non-responsive ticket requests.
2. Surveyor will attempt to open any manhole covers that are functioning properly. Assistance may be required from the Town. Surveyor will contact the Town for this assistance. Flowlines will be surveyed if manhole lids can be opened.
3. Top nut of the water valves will be surveyed within the project limits.

4. Rectangular utility vaults, hand holes, etc. will have at least 3 corners surveyed to determine size.
5. Circular objects (drilled shafts, manholes, etc.) will have the diameter measure and provided.
6. Survey control will be set at each end of the project and at 500-foot intervals and outside the proposed construction area where possible and tied to Town of Prosper benchmarks.
7. Survey control or ROW monuments other than iron rods or 'x' cuts in existing concrete will be provided as an additional service.
8. Resetting disturbed control points for construction shall be an additional service.
9. Obtain and review all pertinent plats and deeds, locate available boundary monuments in the field, plot deeds and plats, and set down the property boundaries and ROW in CAD.
10. Title surveys for each parcel shall be provided by the Town if existing easements on unplatted properties must be located.
11. Boundary Survey does not include a signed/sealed exhibit of the area surveyed, it includes a deliverable of only the CAD file.
12. Tree survey at the outfall for the La Cima/First Street roundabout.
13. R.O.W. and easement document preparation has been included as a Special Service on "not-to-exceed" basis.
    i. Cost basis for the documents per each as follows:
        1) ROW Document - $3,000/ea
        2) Easement Document - $2,500/ea

Task 3 - Geotechnical Services.

A. Provide five (5) geotechnical boring samples (assumes 20 feet deep). Four of the five will be located at the La Cima roundabout location, and one of the five will be located at the Lakewood roundabout. **The single boring at the Lakewood location is only to be able to confirm the soil strata from the existing Geotech report provided by the town that was completed in January 2025 by GEOTEX Engineering.**
B. The borings will be drilled and tested according to TxDOT requirements.
C. Field locate the test locations by handheld GPS unit / taping and pacing from existing site features / available plans. Elevations will be interpolated from civil drawings or referenced from published topographical maps.
D. One (1) mobilization a truck mounted drilling rig and traffic control operations to the site.
E. Obtain representative soil samples by means of the split-barrel and Shelby tube sampling procedures in accordance with ASTM Specifications D-1586 and D-1587, respectively.
F. Texas Cone Penetrometer (TCP) tests will be performed to evaluate the load-carrying capacity of the bedrock encountered in the borings. These tests will be performed in general accordance with test method TEX-132-E in the Texas Department of Transportation (TxDOT) Manual of Testing Procedures.
G. Measure the depth of groundwater within each exploration location at the time of drilling and prior to backfilling.
H. Geotechnical consultant will contact Texas811, the local "one call" service and Town of Prosper to confirm that the boring locations are not likely to be in conflict with underground public utilities. Gaver will not be responsible for utility repairs where utilities were not correctly marked by public or private agencies.
I. This proposal assumes that no special permits or work outside of normal working hours will be required.
J. Upon completion of subsurface exploration drilling, we will backfill each of the excavations with the excavated soil and mound the excess spoils back up over the test location. In pavement areas, we will patch the pavement with an equivalent or greater thickness patch.
K. Laboratory testing of representative soil samples will be performed to determine physical and engineering properties of the soil. The laboratory testing may include moisture content, Atterberg limits, gradation, unconfined compression tests, soluble sulfate, standard proctor, CBR, swell, and Lime pH Series.
L. Upon completion of the field exploration, laboratory testing, and engineering analyses, we will prepare a written engineering report that will include:

1. Observations from site reconnaissance including current site conditions, surface drainage features, and surface topographic conditions.
2. A review of the published soil and geologic conditions and their relevance to this planned roadway construction.
3. A description of the field exploration and laboratory tests performed.
4. A site location diagram and a field exploration diagram.
5. Final logs of the soil borings in accordance with industry standard practices for geotechnical engineering. Elevations will be interpolated from civil drawings or referenced from topographic information that you supply.
6. The results of the laboratory tests will be plotted on the final exploration logs and/or included on separate test report pages.
7. Discussion of the subsurface materials encountered along with groundwater conditions observed.
8. Subsurface cross sections/profiles may be included that graphically represent the subsurface conditions.
9. Recommendations for subgrade improvements, including moisture conditioning options, to reduce the movement potential of expansive soils below the proposed pavements.
10. Provide recommendations for preparation of pavement subgrades and suggested concrete pavement section, as per Town of Prosper guidelines (Engineering Design Standard, Section 5, updated July 2020), or other applicable standards based on the traffic data provided by the Client/Town of Prosper. Traffic data (ADT, % truck, truck type, growth rate, and/or ESALs) and roadway classification for the design of pavement section will be provided by the Client or Town of Prosper Transportation Department.
11. Compaction requirements and suitable material guidelines for grading the site as well as construction considerations relating to the pavement and site work.
12. As requested, we will provide additional consultation and engineering analysis for you on other aspects related to the project site and subsurface conditions according to our unit rates.

Task 4 – Bid Phase Services

A. Provide Plans & Specifications to Town for Bidding (PDF & 2 Paper Copies 11x17)
B. Attend Pre-Bid Meeting
C. Addendums and Inquiries
D. Prepare conformed Construction Plans (Front End Documents and Contract [i.e. Bid Book] to be provided by the Town)
E. Provide CAD files to the Town's GIS department.
F. Bid Tabulation to be completed by the Town

Task 5 – Construction Administration

A. Attend Pre-Con Meeting
B. Construction Site Visits – 4 visits
C. Review of Contractor Submittals (24 hours max)
D. Coordination with the Town during construction for design changes for unforeseen field conditions

Task 6 – Record Drawings

A. Incorporate Contractor's as-built markups
B. Provide one PDF copy of each sheet of the record drawings, 1 complete PDF copy, and AutoCAD files.

Task 7 – Franchise Utility Coordination

A. Develop Franchise Utility Coordination plan set after 60% submittal
B. Franchise Utility Coordination meetings (12 hours max)

Task 8 – Subsurface Utility Engineering (SUE)

A. Level B SUE for both roundabout locations
B. Level A SUE potholes (8'-10' deep) – Assume 6 locations

Task 9 – Traffic Counts

A. 24-Hour Turning Movement Count intersections with Bikes/Peds in the crosswalks and Basic Classification (Lights, Mediums, Articulated Trucks) which includes Bi-Directional Volume Data at the following locations:
    a. Lakewood Dr @ Mockingbird Ln
    b. La Cima Blvd @ First St

ADDITIONAL SERVICES NOT INCLUDED IN TASK 1 THROUGH TASK 9 LISTED ABOVE:

A. Traffic Signals; modify existing or propose new traffic signals; rewiring of existing signals; etc
B. Bid Tabulation (Town compiles Bid Tabs; Garver may be requested to provide bid analysis which is included in the fee)
C. Any modifications to the Existing 42" Waterline running along Richland Blvd within the project limits.
D. Any plan and/or profile design for waterline modifications or sanitary sewer modifications within the project limits other than lowerings covered by standard details.
E. CLOMR, and any FEMA coordination
F. Franchise Utility coordination or conflicts; drawing in proposed new locations into CADD design plans.
G. Detention Design
H. Any wetland and stream permitting including any mitigation planning.
I. Environmental Permitting (USACE or other)
J. Additional survey due to development that occurs after initial topographic survey has been completed.
K. Design plan changes due to development that occurs after 60% plans have been completed.
L. Design or standard drawing changes that occurs after 60% plans have been completed.
M. Title surveys for each parcel shall be provided by the client if existing easements on unplatted properties must be located.
N. Locating utilities not marked by Texas811 in areas of new survey under this scope.
O. Drawing in existing franchise utility locations, other than provided by the Surveyor as marked by Texas811 for new survey under this scope.
P. Opening Town manholes that are bolted shut
Q. Preparing retaining or sound wall details.
R. Agency and utility coordination (e.g. BNSF, TxDOT, USACE, etc.).
S. On-site meetings or other meetings other than those listed above.
T. Site visits by geotechnical consultant other than initial site visit to confirm utility and proposed boring locations.
U. Public Meetings
V. Deed Research
W. Title searches, boundary surveys, or property surveys
X. Services in connection with condemnation hearings
Y. Letter of Recommendation for Construction Contract

III. DELIVERABLES

Task 1 – Roundabout Design.	Final Traffic Report including appendices (electronic submittal) 30% Concept Rolls & OPCC – PDF 60% Preliminary Design Plans & OPCC – PDF 90% Preliminary Design Plans & OPCC – PDF Final Design Plans & OPCC – PDF Signed & Sealed Plans & OPCC – PDF & 2 11”x17” paper sets
Task 2 – Topographic & Boundary Survey	Provide survey CADD files; provide draft and final ROW/ESMT documents in PDF format up to the NTE limit as needed.
Task 3 – Geotechnical Services	PDF draft & final geotechnical report
Task 4 – Bid Phase Services	Prepare 11x17 PDF set of Plans for Bidding and any other items such as excel files of bid items & quantities along with any project specific detail/specifications. The Town will generate the Bid Book PDF Conformed Construction Plans
Task 5 – Construction Administration	Attend meeting, review submittals, visit site during construction, modify plans for unforeseen field conditions
Task 6 - Record Drawings	One (1) PDF copy of each sheet of the record drawings & CAD files
Task 7 – Franchise Utility Coordination	Develop franchise utility coordination plans after 60% submittal (PDF); attend up to 12 hours worth of franchise utility meetings
Task 8 – Subsurface Utility Engineering (SUE)	Electronic base file for level B SUE; Level A SUE pothole data sheets will be included in plans
Task 9 – Traffic Counts	Traffic count and movement data in electronic format

EXHIBIT B
COMPENSATION SCHEDULE

PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND GARVER, LLC
FOR THE LA CIMA BOULEVARD ROUNDABOUT AND
LAKEWOOD DRIVE ROUNDABOUT CONSTRUCTION PROJECT
PRJ# 2703-TR LA CIMA BLVD & FIRST STREET ROUNDABOUT
PRJ# 2704-TR RICHLAND BLVD & LAKEWOOD DR ROUNDABOUT

I. COMPENSATION SCHEDULE

Task	Completion Schedule (End of Month)	Compensation Schedule
Notice-to-Proceed	Nov 2026	
La Cima Blvd & First Street Roundabout		
Task 9 – Traffic Counts	Jan 2027	$1,656.50
Task 2 – Topographic & Boundary Survey	Mar 2027	$27,328.00
Task 2 – Tree Survey	Mar 2027	$6,500.00
Task 8 – SUE QL "B" – La Cima	Mar 2027	$19,506.00
Task 3 – Geotechnical Services	Mar 2027	$17,198.00
Task 1 – Conceptual Traffic Analysis/Modeling	May 2027	$39,100.00
Task 1 – Concept 30% Design	July 2027	$46,401.00
Task 1 – Preliminary 60% Design	Feb 2028	$98,890.50
Task 8 – SUE QL "A"	June 2028	$6,800.00
Task 1 – Preliminary 90% Design	July 2028	$58,046.50
Task 2 – ROW/ESMT Docs (Final)	July 2028	$10,000.00
Task 1 – Final Design & Signed/Sealed Plans	Jan 2029	$43,524.50
Task 7 – Franchise Utility Coordination	Jan 2029	$4,127.00
Task 4 – Bid Phase Services	Mar 2029	$3,600.50
Task 5 – Construction Phase Services	Mar 2030	$12,369.00
Task 6 – Record Drawings	Apr 2030	$2,488.00
Subtotal		**$397,535.50**
Richland Blvd & Lakewood Dr Roundabout		
Task 9 – Traffic Counts	Jan 2027	$1,656.50
Task 2 – Topographic & Boundary Survey	Mar 2027	$26,528.00
Task 2 – Tree Survey	Mar 2027	$1,500.00
Task 8 – SUE QL "B"	Mar 2027	$19,506.00
Task 3 – Geotechnical Services	Mar 2027	$2,940.00
Task 1 – Concept 30% Design	July 2027	$46,401.00
Task 1 – Preliminary 60% Design	Feb 2028	$98,890.50

Task 8 – SUE QL "A"	June 2028	$6,800.00
Task 1 – Preliminary 90% Design	July 2028	$58,046.50
Task 2 – ROW/ESMT Docs (Final)	July 2028	$40,000.00
Task 1 – Final Design & Signed/Sealed Plans	Jan 2029	$43,524.50
Task 7 – Franchise Utility Coordination	Jan 2029	$4,127.00
Task 4 – Bid Phase Services	Mar 2029	$3,600.50
Task 5 – Construction Phase Services	Mar 2030	$12,369.00
Task 6 – Record Drawings	Apr 2030	$2,488.00
Subtotal		**$368,377.50**
Total Compensation		**$765,913.00**

II. COMPENSATION SUMMARY

Basic Services (Lump Sum – Unless Noted Otherwise)	Amount
La Cima Blvd & First Street Roundabout	
Task 2 – Topographic & Boundary Survey	$27,328.00
Task 3 – Geotechnical Services	$17,198.00
Task 1 – Conceptual Traffic Analysis/Modeling	$39,100.00
Task 1 – Concept 30% Design	$46,341.00
Task 1 – Preliminary 60% Design	$98,830.50
Task 1 – Preliminary 90% Design	$57,986.50
Task 1 – Final Design & Signed/Sealed Plans	$43,439.50
Task 4 – Bid Phase Services	$3,490.50
Task 6 – Record Drawings	$2,488.00
Subtotal	**$336,202.00**
Richland Blvd & Lakewood Dr Roundabout	
Task 2 – Topographic & Boundary Survey	$26,528.00
Task 3 – Geotechnical Services	$2,940.00
Task 1 – Concept 30% Design	$46,341.00
Task 1 – Preliminary 60% Design	$98,830.50
Task 1 – Preliminary 90% Design	$57,986.50
Task 1 – Final Design & Signed/Sealed Plans	$43,439.50
Task 4 – Bid Phase Services	$3,490.50
Task 6 – Record Drawings	$2,488.00
Subtotal	**$282,044.00**
Total Basic Services:	**$618,246.00**

Special Services	Amount
La Cima Blvd & First Street Roundabout	
Task 9 – Traffic Counts (Lump Sum)	$1,656.50
Task 2 – Tree Survey (Lump Sum)	$6,500.00
Task 8 – SUE QL "B" (Hourly NTE)	$19,506.00
Task 8 – SUE QL "A" (per Pothole – 3 Max)	$6,800.00
Task 7 – Franchise Utility Coordination (Hourly NTE)	$4,127.00
Task 2 – ROW/ESMT Docs (Final) (Hourly NTE)	$10,000.00
Task 5 – Construction Phase Services (Hourly NTE)	$11,319.00
Subtotal	**$59,908.50**
Richland Blvd & Lakewood Dr Roundabout	
Task 9 – Traffic Counts (Lump Sum)	$1,656.50
Task 2 – Tree Survey (Lump Sum)	$1,500.00
Task 8 – SUE QL "B" (Hourly NTE)	$19,506.00
Task 8 – SUE QL "A" (per Pothole – 3 Max)	$6,800.00
Task 7 – Franchise Utility Coordination (Hourly NTE)	$4,127.00
Task 2 – ROW/ESMT Docs (Final) (Hourly NTE)	$40,000.00
Task 5 – Construction Phase Services (Hourly NTE)	$11,319.00
Subtotal	**$84,908.50**
Total Special Services:	**$144,817.00**

Direct Expenses	Amount
La Cima Blvd & First Street Roundabout	
Task 1 – Concept 30% Design	$60.00
Task 1 – Preliminary 60% Design	$60.00
Task 1 – Preliminary 90% Design	$60.00
Task 1 – Final Design & Signed/Sealed Plans	$85.00
Task 4 – Bid Phase Services	$110.00
Task 5 – Construction Phase Services	$1,050.00
Subtotal	**$1,425.00**
Richland Blvd & Lakewood Dr Roundabout	
Task 1 – Concept 30% Design	$60.00
Task 1 – Preliminary 60% Design	$60.00
Task 1 – Preliminary 90% Design	$60.00
Task 1 – Final Design & Signed/Sealed Plans	$85.00
Task 4 – Bid Phase Services	$110.00
Task 5 – Construction Phase Services	$1,050.00
Subtotal	**$1,425.00**
Total Direct Expenses:	**$2,850.00**

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 GARVER, LLC
FOR THE LA CIMA BOULEVARD ROUNDABOUT AND
LAKEWOOD DRIVE ROUNDABOUT CONSTRUCTION PROJECT
PRJ# 2703-TR LA CIMA BLVD & FIRST STREET ROUNDABOUT
PRJ# 2704-TR RICHLAND BLVD & LAKEWOOD DR ROUNDABOUT

THE STATE OF TEXAS §
§
COUNTY OF _____ §

I, _____, 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 19th day of October, 20 26.

Digitally signed by Aimee R. Schroller
Date: 2026.10.19 16:36:01-05'00' /Vice President

Signature of Official / Title

BEFORE ME, the undersigned authority, this day personally appeared Aimee Schroller 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 19th day of October, 20 26.

SIDNEY WILLIAMS
Notary Public, State of Texas
Comm. Expires 06-15-2030
Notary ID 133812463

Notary Public in and for the State of Texas

My Commission expires: 6/15/2030

EXHIBIT E
CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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).

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.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **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.**

N/A
Name of Officer

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.**

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?

☐ Yes ☐ No

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?

☐ Yes ☐ No

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.**

6 ☐ 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 Digitally signed by Aimee R. Schroller Date: 2026.10.19 16:36:09-05'00'

Signature of vendor doing business with the governmental entity

10/19/2026
Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

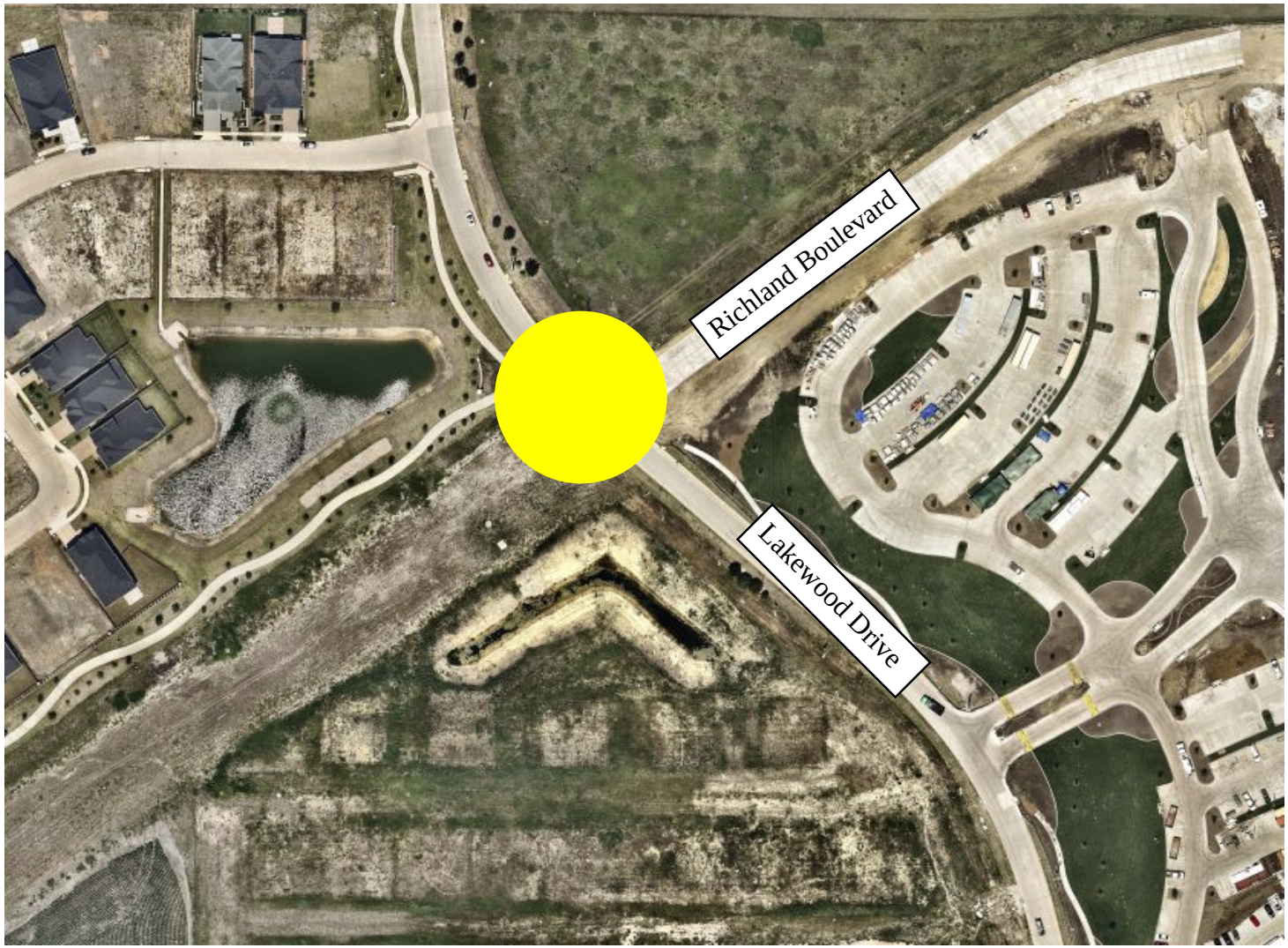
LOCATION MAP

La Cima Blvd & First St Roundabout



LOCATION MAP

Richland Blvd & Lakewood Dr Roundabout



TOWN OF PROSPER
A Place Where Everyone Matters

ENGINEERING SERVICES

To: **Mayor and Town Council**

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

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

Re: **Professional Engineering Services Agreement:**
DNT NB Frontage Road Repairs

Town Council Meeting – October 27, 2026

Strategic Visioning Priority: Accelerate Infrastructure Delivery

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Agenda Item:
Consider and act upon authorizing the Town Manager to execute a Professional Engineering Services Agreement between Halff Associates, Inc., and the Town of Prosper, Texas, related to the design of the DNT NB Frontage Road Repairs project for $98,700.

Description of Agenda Item:
The professional engineering services associated with this agreement are for the design of the DNT NB Frontage Road Repairs project. The design includes approximately 14,000 linear feet of removal and replacement of the existing two (2) northbound frontage roads from approximately 1,200 feet north of US 380 to Frontier Parkway. The design includes roadway geometric design, traffic control planning, detour route layouts, removals, signing and pavement markings, and selection of applicable roadway design standards. Services will also include coordination with the Town of Prosper, Mario Sinacola, and project stakeholders to support implementation of the proposed roadway improvements.

At the October 24, 2023, Town Council meeting, the Town Council approved a list of qualified engineering firms, which included services for roadway engineering design. Halff Associates, Inc., is included on the approved list and has successfully completed the design of roadway improvement projects for the Town.

Budget Impact:
The cost of the design is $98,700. This project was part of the 2025 Bond Election list of road projects, that included $8,500,000 for design and construction. Necessary funds will be allocated to Account No. ST202702-DESGN-PROFS.

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. Professional Engineering Services Agreement
2. Location Map

Town Staff Recommendation:

Town staff recommends that the Town Council authorize the Town Manager to execute a Professional Engineering Services Agreement between Halff Associates, Inc., and the Town of Prosper, Texas, related to the design of the DNT NB Frontage Road Repairs project for $98,700.

Proposed Motion:

I move to authorize the Town Manager to execute a Professional Engineering Services Agreement between Halff Associates, Inc., and the Town of Prosper, Texas, related to the design of the DNT NB Frontage Road Repairs project for $98,700.

PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND HALFF ASSOCIATES, INC.
FOR THE DNT NB FRONTAGE ROAD REPAIRS, PROJECT NO. 2702-ST

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 **Halff Associates, 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 individually shall be referred to as a "Party," and 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 **DNT NB Frontage Road Repairs, Project No. 2702-ST**, 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 and in accordance with Section 271.904(d), Texas Local Government Code. 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 **Ninety-Eight Thousand Seven Hundred Dollars ($98,700.00)** 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 Consultant's personnel, or any personnel, professionals and/or consultants retained by Consultant, Consultant shall promptly propose substitutes to whom Town has no reasonable objection, and Consultant's compensation shall be equitably adjusted to reflect any difference in Consultant'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 INDEMNIFY AND HOLD HARMLESS TOWN AND ITS OFFICIALS, OFFICERS, AGENTS, REPRESENTATIVES, AND EMPLOYEES FROM AND AGAINST LIABILITY, CLAIMS, SUITS, DEMANDS AND/OR CAUSES OF ACTION, (INCLUDING, BUT NOT LIMITED TO, REIMBURSEMENT OF REASONABLE ATTORNEY'S FEES AND COSTS OF LITIGATION) IN PROPORTION OF CONSULTANT'S LIABILITY, WHICH MAY ARISE BY REASON OF DEATH OR INJURY TO PROPERTY OR PERSONS BUT ONLY TO THE EXTENT CAUSED BY THE NEGLIGENT ACT, ERROR OR OMISSION OF CONSULTANT, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES 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:

Halff Associates, Inc.	Town of Prosper
Adam Kane	Mario Canizares, Town Manager
3803 Parkwood Blvd, Suite 800	PO Box 307
Frisco, TX 75034	Prosper, TX 75078
akane@halff.com	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 and this Agreement may be modified only as set forth in Section 2.

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. Similarly, in no event shall Consultant's individual employees, consultants, agents, officers, or directors be subject to any personal legal exposure or liability for disputes arising out of or in connection with this Agreement.

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 Consultant 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 Consultant 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____.

HALFF ASSOCIATES, INC.	**TOWN OF PROSPER, TEXAS**
By: _____	By: _____
Signature	Signature
Adam Kane	Mario Canizares
Printed Name	Printed Name
Associate Vice President	Town Manager
Title	Title
09/29/2026	
Date	Date

EXHIBIT A
SCOPE OF SERVICES

PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND HALFF ASSOCIATES, INC.
FOR THE DNT NB FRONTAGE ROAD REPAIRS, PROJECT NO. 2702-ST

I. PROJECT DESCRIPTION

The project involves improvements to the Dallas North Tollway (DNT) Northbound Frontage Road (NBFR) from north of US 380 to Frontier Parkway. The project includes the replacement and widening of the existing NBFR pavement to address deteriorating pavement conditions and accommodate construction of an additional travel lane as part of the ongoing DNT extension project being constructed for NTTA by Mario Sinacola & Sons Excavating, Inc. (MSSEI).

The project corridor extends approximately from approximately 1200' north of US 380 to Frontier Parkway and is being divided into multiple construction segments to facilitate phased implementation and maintain traffic operations. Improvements include reconstruction of the existing two-lane NBFR pavement, widening to provide a continuous three-lane section, reconstruction of inlet tops as needed, intersection tie-ins, pavement markings, and traffic control measures designed to maintain access along the corridor while minimizing impacts to motorists.

Halff's services include roadway geometric design, traffic control planning, detour route layouts, removals, signing and pavement markings, and selection of applicable roadway design standards. Services will also include coordination with the Town of Prosper, MSSEI, and project stakeholders to support implementation of the proposed roadway improvements. The project will use survey and design information from the ongoing DNT work for design purposes. It is understood that this project will be built under the current agreement with MSSEI and NTTA for the ongoing DNT extension project, and therefore no bidding or specification documents are required.

II. TASK SUMMARY – LUMP SUM FEE

Task 1 – Project Management and Coordination.

A. Provide overall project management and administrative support throughout the project, including:
    1. Conduct milestone meetings and prepare meeting minutes if required
    2. Site visits (2 assumed)
    3. General project coordination with affected stakeholders

Task 2 – Preliminary Roadway Analysis.

A. Existing Conditions and Design Data Collection
    1. Collect, review, and evaluate available existing and proposed roadway information, including the MSSEI roadway model, to establish project constraints and design requirements. This task includes reviewing applicable Town of Prosper standards, design criteria, and relevant project data to support development of the conceptual roadway design.
B. Existing Conditions and Design Data Collection
    1. Develop a conceptual roadway design by creating a roadway base model and evaluating proposed roadway geometry, profiles, and pavement tie-ins. This effort will establish preliminary horizontal and vertical design elements, identify potential design challenges, and support coordination with project stakeholders during concept development.

Task 3 – Pre-Final (90%) and Final (100%) Engineering Plans

A. Prepare Pre-Final and Final engineering design plan sheets depicting the proposed roadway improvements. Plan development will incorporate stakeholder review comments, design refinements, and quality control reviews to advance the design from Pre-Final to Final (signed/sealed) status.

   Sheets will include the following:
   - Cover Sheet (1)
   - Index Sheet (1)
   - Quantity Summary Sheets (1)
   - Project Layout Sheets (3)
   - Typical Section Sheets (1)
   - Traffic Control Narrative (1)
   - Traffic Control Typical Sections / Site Specific Details (1)
   - Traffic Control Plans - Phase 1 (8)
   - Traffic Control Plans - Phase 2 (8)
   - Removal Plans (8)
   - Horizontal Alignment Sheets (2)
   - Paving Plan & Profile Sheets (16)
   - Intersection Grading Detail Sheets (3)
   - Signage and Pavement Marking Plans (on P&P sheets)
   - Standard Detail Sheets (15)
   - Roadway Modeling
   - Record drawings.

III. ADDITIONAL SERVICES

Any items requested that are not outlined in the above scope will be considered additional services and will be provided as requested and authorized by the Town of Prosper for additional fee. Halff Associates Inc. can provide the following services; however they are not included in the limited scope of this agreement.

- Design survey.
- Drainage analysis and/or design.
- Civil misc. details (pavement or drainage connections, etc.)
- Stormwater Pollution Prevention Plan analysis and/or design.
- Franchise Utility infrastructure design and/or coordination.
- Geotechnical engineering (including pavement design).
- Construction phase Engineering support and Inspection services.
- Construction material testing services.
- Pre or Post-Construction TDLR services.
- Construction surveying layout and staking.
- Cost estimates.
- Items not specifically included in the Scope of Services.

III. DELIVERABLES

Task 1 - Project Management and Coordination	Monthly invoices & progress reports Meeting minutes (as applicable)
Task 2 - Preliminary Roadway Analysis	None
Task 3 - Pre-Final (90%) and Final (100%) Engineering Plans	PDF copies of all deliverables • 90% Plans for Town review • 100% Construction Plans Roadway Model (for Contractor's information only)

EXHIBIT B
COMPENSATION SCHEDULE

PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND HALFF ASSOCIATES, INC.
FOR THE DNT NB FRONTAGE ROAD REPAIRS, PROJECT NO. 2702-ST

I. COMPENSATION SCHEDULE

Task	Completion Schedule	Compensation Schedule
Notice-to-Proceed	October 2026	
Task 1 - Project Management and Coordination	December 2026	$7,400
Task 2 - Preliminary Roadway Analysis	October 2026	$9,500
Task 3 - Pre-Final (90%) and Final (100%) Engineering Plans	November 2026	$81,800
Total Compensation		**$98,700**

II. COMPENSATION SUMMARY

Basic Services (Lump Sum)	Amount
Task 1 - Project Management and Coordination	$7,400
Task 2 - Preliminary Roadway Analysis	$9,500
Task 3 - Pre-Final (90%) and Final (100%) Engineering Plans	$81,800
Total Basic Services:	**$98,700**

Note: It is not anticipated that subconsultants will be required for this project. However, all subconsultant expenses will be billed at 110% of the actual invoice cost if incurred.

ATTACHMENT "B-2" - DESIGN COST BREAKDOWN

Town of Prosper
DNT NBFR Replacement
Halff Associates - AVO 65889.001
Project No. J2702-ST

		Director	Team Leader	Project Manager	Professional Engineer P.E.	Civil EIT	Administrative	Total Hours	Total Labor Cost	Rounded Total
BASIC SERVICES										
I. PROJECT MANAGEMENT										
A. PROJECT MANAGEMENT										
	Meetings (Kickoff, Progress, Milestone) (2 assumed)	1.5	1.5	1.5	1.5	1.5		7.5	$2,070.00	$2,100
	Site Visits (2 assumed)	1.0	2.0	2.0		2.0		7.0	$1,930.00	$1,900
	Project Coordination "General" (NTTA, Celina, MSSEI, etc.)		2.0	6.0	4.0			12.0	$3,430.00	$3,400
PROJECT MANAGEMENT TOTAL		2.5	5.5	9.5	5.5	3.5	0.0	26.5	$7,430.00	$7,400
II. PRELIMINARY ANALYSIS										
A. EXISTING CONDITIONS AND DESIGN DATA COLLECTION										
	Collection and Review of Ex. Roadway Info			2.0	4.0			6.0	$1,570.00	$1,600
	Collection and Review of Prop. Roadway Info (MSSEI model)		0.5	4.0	2.0			6.5	$1,860.00	$1,900
	Review Town Standards and Preliminary Design Criteria			2.0	1.0	1.0		4.0	$1,015.00	$1,000
B. CONCEPTUAL ENGINEERING										
	Create Roadway Base Model			8.0		4.0		12.0	$3,100.00	$3,100
	Conceptual Profile and Pavement Tie-Ins		1.0	2.0	4.0			7.0	$1,890.00	$1,900
ALTERNATIVE ANALYSIS TOTAL		0.0	1.5	18.0	11.0	5.0	0.0	35.5	$9,435.00	$9,500
III. & IV. PRE-FINAL ENGINEERING AND FINAL										
A. DESIGN DOCUMENTS										
(Scale)	**Civil Plans**									
	Cover Sheet (1)		0.5	1.0	1.0	1.0		3.5	$870.00	$900
	Index Sheet (1)		0.5	1.0	1.0	1.0		3.5	$870.00	$900
	Quantity Summary Sheets (1)		0.5	1.0	2.0	4.0		7.5	$1,605.00	$1,600
300	Project Layout Sheets (3)		0.5	1.0	2.0	3.0		6.5	$1,440.00	$1,400
	Typical Section Sheets (1)		0.5	1.0	2.0	4.0		7.5	$1,605.00	$1,600
	Traffic Control Narrative (1)		0.5	1.0	2.0	4.0		7.5	$1,605.00	$1,600
	Traffic Control Typical Sections / Site Specific Details (1)		0.5	1.0	1.0	2.0		4.5	$1,035.00	$1,000
200	Traffic Control Plans - Phase 1 (8)		1.0	5.0	9.0	17.0		32.0	$6,810.00	$6,800
200	Traffic Control Plans - Phase 2 (8)		1.0	5.0	9.0	17.0		32.0	$6,810.00	$6,800
	Detour Route Layouts (4)		0.5	2.0	4.0	7.0		13.5	$2,885.00	$2,900
100	Removal Plans (8)		0.5	2.0	3.0	5.0		10.5	$2,315.00	$2,300
	Horizontal Alignment Sheets (2)		0.5	1.0	1.0	1.0		3.5	$870.00	$900
100	Paving Plan & Profile Sheets (16)		1.5	11.0	22.0	44.0		78.5	$16,375.00	$16,400
	Intersection Grading Detail Sheets (3)		0.5	2.0	4.0	8.0		14.5	$3,050.00	$3,100
100	Signage and Pavement Marking Plans (on P&P shts)		0.5	1.0	2.0	3.0		6.5	$1,440.00	$1,400
	Standard Detail Sheets (15)		0.5	1.0	1.0	2.0		4.5	$1,035.00	$1,000
	Roadway Modeling		1.0	16.0	28.0			45.0	$11,920.00	$11,900
	Record Drawings		0.5	3.0	6.0	11.0		20.5	$4,330.00	$4,300
	90% Submittal Preparation									
	90% Quantities		0.5	2.0		3.0		5.5	$1,265.00	$1,300
	90% QA/QC	0.5	3.0	12.0				15.5	$4,795.00	$4,800
	90% Comment Review, Response, and Resolution	0.5	1.0	2.0	4.0	8.0		15.5	$3,385.00	$3,400
	100% Submittal Preparation									
	100% Quantities		0.5	2.0		3.0		5.5	$1,265.00	$1,300
	100% QA/QC	0.5	3.0	10.0				13.5	$4,185.00	$4,200
ENGINEERING DESIGN PLANS TOTAL		1.5	19.5	84.0	104.0	148.0	0.0	357.0	$81,765.00	$81,800
SUBTOTAL - BASIC SERVICES		*4.0*	*26.5*	*111.5*	*120.5*	*156.5*	*0.0*	*419.0*	*$98,630*	*$98,700*
TOTAL PROJECT		4.0	26.5	111.5	120.5	156.5	0.0	419.0	$98,630	**$98,700**

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 $350,000 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 HALFF ASSOCIATES, INC.
FOR THE DNT NB FRONTAGE ROAD REPAIRS PROJECT NO. 2702-ST

THE STATE OF TEXAS §
§
COUNTY OF COLLIN §

I, ADAM KANE, 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 29 day of SEPTEMBER, 20 26.

_____
Signature of Official / Title

BEFORE ME, the undersigned authority, this day personally appeared ADAM KANE 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 29 day of SEPTEMBER, 20 26.

SARAH SAMMON
Notary Public, State of Texas
Comm. Expires 05-22-2029
Notary ID 135516929

_____
Notary Public in and for the State of Texas

My Commission expires: 5-22-29

EXHIBIT E
CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ
For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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).

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.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

HALFF ASSOCIATES, INC.

2 ☐ **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.**

N.A.

Name of Officer

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.**

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?

☐ Yes ☐ No

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?

☐ Yes ☐ No

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.**

NONE

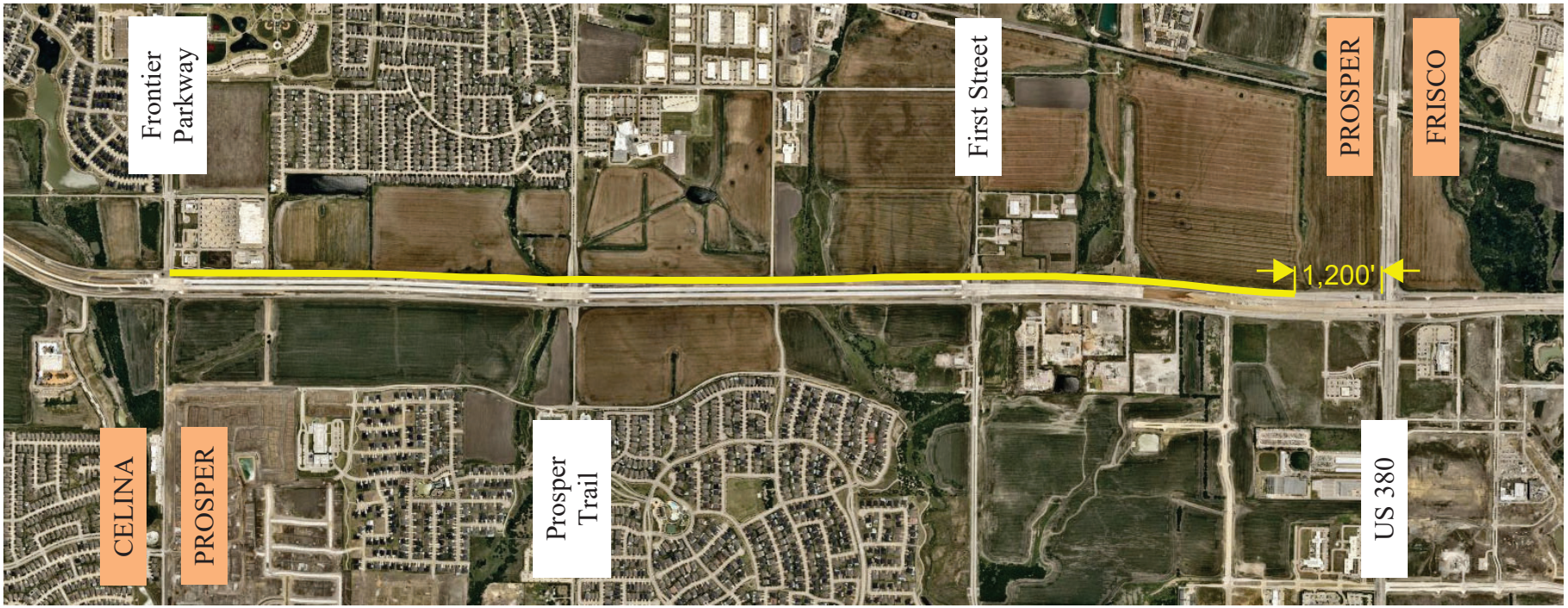
6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Signature of vendor doing business with the governmental entity — Date: 9/29/26

Form provided by Texas Ethics Commission — www.ethics.state.tx.us — Revised 11/30/2015

LOCATION MAP

Dallas North Tollway



TOWN OF PROSPER
A Place Where Everyone Matters

ENGINEERING SERVICES

To: **Mayor and Town Council**

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

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

Re: **Construction Materials Testing and Observation Services Agreement**
DNT NB Frontage Road Repairs

Town Council Meeting – October 27, 2026

Strategic Visioning Priority: Accelerate Infrastructure Delivery

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Agenda Item:

Consider and act upon authorizing the Town Manager to execute a Professional Services Agreement between Beyond Engineering and Testing, LLC, and the Town of Prosper, Texas, related to professional construction materials testing and observation services for the DNT NB Frontage Road Repairs project in the amount of $113,034.91.

Description of Agenda Item:

At the October 27, 2026, Town Council meeting, the Town Council awarded Sinacola, the construction contract for the DBT NB Frontage Road Repairs project. In conformance with standard practice for governmental entities, the Town of Prosper is contracting with an independent firm for professional construction materials testing and observation services instead of the selected contractor including these services in their proposals.

Construction materials testing and observation services are typically 1% to 5% of a project's construction cost depending on its scope. The proposal from Beyond Engineering and Testing, LLC, for construction materials testing and observation services is 1.6% of the CIP project's construction cost. The proposed services will be delivered on an as-needed basis and invoiced based on the actual quantity of work performed during construction. After establishing a fee schedule, the scope of services has been estimated based on standard practices and requirements for materials testing frequencies within the construction industry.

At the October 24, 2023, Town Council meeting, the Town Council approved a list of qualified firms, which included services for Geotechnical Engineering and Material Testing. Beyond Engineering and Testing, LLC, is not included on the approved list and is being recommended for this project since they are currently providing construction materials testing for the Dallas North Tollway project. The scope of the construction materials testing for the Dallas North Tollway project includes the third lane of the northbound frontage road that is directly adjacent to the existing two (2) northbound frontage road lanes being repaired.

Budget Impact:

The estimated cost for the professional construction materials testing and observation services is $113,034.91. Funding to be provided from the $8,500,000 construction budget for the DNT NB Frontage Road Repairs project in Account No. ST202702-CONST-CONST.

Legal Obligations and Review:

Terrence Welch of Brown & Hofmeister, L.L.P., has approved the standard Professional Services Agreement as to form and legality.

Attached Documents:

1. Professional Services Agreement
2. Location Map

Town Staff Recommendation:

Town staff recommends that the Town Council authorize the Town Manager to execute a Professional Services Agreement between Beyond Engineering and Testing, LLC, and the Town of Prosper, Texas, related to professional construction materials testing and observation services for the DNT NB Frontage Road Repairs project in the amount of $113,034.91.

Proposed Motion:

I move to authorize the Town Manager to execute a Professional Services Agreement between Beyond Engineering and Testing, LLC, and the Town of Prosper, Texas, related to professional construction materials testing and observation services for the DNT NB Frontage Road Repairs project in the amount of $113,034.91.

PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND BEYOND ENGINEERING AND TESTING, LLC.,
FOR THE DNT NB FRONTAGE ROAD REPAIRS PROJECT (2702-ST)

This Agreement for Professional 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 **Beyond Engineering and Testing, LLC.,** a company authorized to do business in Texas, acting through a duly authorized officer, hereinafter called "Consultant," relative to Consultant providing professional 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 services in connection with the **DNT NB Frontage Road Repairs Project (2702-ST)**, 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 One Hundred Thirteen Thousand Thirty-Four Dollars and Ninety-One Cents ($113,034.91) 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 Consultant's personnel, or any personnel, professionals and/or consultants retained by Consultant, Consultant shall promptly propose substitutes to whom Town has no reasonable objection, and Consultant's compensation shall be equitably adjusted to reflect any difference in Consultant'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:

Beyond Engineering and Testing, LLC. Frank Yuan, Principal, Executive Vice President 2009 McKenzie Drive, Suite 130 Carrollton, Texas 75006 FrankYuan@beyondet.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. **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 15th day of October, 2026.

BEYOND ENGINEERING AND TESTING, LLC.	**TOWN OF PROSPER, TEXAS**
By: Frank J. Yuan Signature	By: _____ Signature
Frank Yuan Printed Name	Mario Canizares Printed Name
Principal, Executive Vice President Title	Town Manager Title
10/15/2026 Date	_____ Date

EXHIBIT A
SCOPE OF SERVICES

PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND BEYOND ENGINEERING AND TESTING, LLC.,
FOR THE DNT NB FRONTAGE ROAD REPAIRS PROJECT (2702-ST)

I. PROJECT DESCRIPTION

DNT NB Frontage Road Repairs Project (2702-ST), Prosper, Texas

II. TASK SUMMARY

Task 1 - Project Management, Materials Engineering - Labor The Consultant shall supervise all sampling, testing, reporting and related services for the roadway and pavement construction for the Town on the project identified in this PSA.

Task 2 - Construction Materials Sampling & Testing - Labor The Consultant shall perform all sampling, testing, reporting and related services for the roadway and pavement construction for the Town on the project identified in this PSA. The Consultant shall provide the Town with a list of certified personnel and copies of their current certificates prior to beginning the work and when personnel changes are made. Under the guidance of a Professional Engineer registered or licensed in Texas, the Consultant shall perform all testing, inspecting, and monitoring all aspects of the production process to assure that all requirements of the plans and specifications are met. The Consultant shall perform all testing, inspection, and related services, in accordance with TxDOT Test Procedures; the latest version of the Texas Department of Transportation (TxDOT) Standard Specifications for Construction of Highways, Streets, and Bridges; applicable NTTA Special Specifications; and all other specifications and provisions applicable to the services under this PSA. Technicians used by the Consultant shall hold the appropriate level of certification for performing testing.

Task 3 - Construction Materials Sampling and Testing - Other Direct Expenses (ODE) The Consultant shall provide all equipment when testing is conducted at the Consultant's facility and on the roadway. The Consultant shall calibrate all equipment in accordance to the TxDOT Quality Assurance Program for Design-Bid-Build Projects (DBB QAP). The Consultant shall provide copies of all calibration records to the Town as requested. Defective equipment must be immediately removed from use by the Consultant. The Consultant shall supply all non-laboratory machinery, tools, and equipment necessary to perform services, such as shovels, rakes, buckets, bags, hand tools, etc.

Task 4 - Construction Materials Lab Testing - Unit Cost (UC) The Consultant shall perform all tests and services at the Consultant's facility as shown on the PSA, except tests performed at the plant or on the roadway. The laboratory shall be accredited by TxDOT for all applicable test procedures. The Consultant shall start tests immediately after the material samples come into the Consultant's possession. Tests must be completed within the deadline established by this PSA.

Task 5 - Quality Acceptance Testing Reports. The Consultant shall email reports of all tests and inspections to the Town within 48 hours upon completion of the work, unless directed otherwise. Test reports must be reported on the most current TxDOT Site Manager template and transmitted by email.

III. DELIVERABLES

Task 1 - Project Management, Materials Eng. - Labor	Invoices, progress reports
Task 2 - Construction Materials Sampling & Testing - Labor	Field sampling and testing records and reports
Task 3 - Construction Materials Sampling and Testing - Other Direct Expenses (ODE)	Field sampling and testing records and reports
Task 4 - Construction Materials Lab Testing - Unit Cost (UC)	Laboratory testing records and reports
Task 5 - Quality Acceptance Testing Reports	QA sampling and testing reports

EXHIBIT B
COMPENSATION SCHEDULE

PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND BEYOND ENGINEERING AND TESTING, LLC.,
FOR THE DNT NB FRONTAGE ROAD REPAIRS PROJECT (2702-ST)

I. COMPENSATION SCHEDULE

Task	Completion Schedule	Compensation Schedule
Notice-to-Proceed	12/2026	
Task 1 - Project Management, Materials Eng. - Labor	06/2027	$13,794.43
Task 2 - Construction Materials Sampling & Testing - Labor	06/2027	$47,944.00
Task 3 - Construction Materials Sampling and Testing - Other Direct Expenses (ODE)	06/2027	$13,000.00
Task 4 - Construction Materials Lab Testing - Unit Cost (UC)	06/2027	$38,296.48
Task 5 – Quality Acceptance Testing Reports	06/2027	$0,000
Total Compensation		**$113,034.91**

II. COMPENSATION SUMMARY

Special Services (Hourly Not-to-Exceed)	Amount
Project Management, Materials Engineering, Construction Materials Sampling and Testing	$61,738.43
Total Special Services:	**$61,738.43**

Direct Expenses	Amount
Construction Materials Sampling and Testing – ODE & Unit Costs	$51,296.48
Total Direct Expenses:	**$51,296.48**

Task #	Description	Qty	Qty Unit	Unit Rate	Rate Unit	Amount
1	**Project Management, Materials Engineering - Labor**					**$13,794.43**
	Project Manager	13	Hr	$325.41	$/Hr	$4,230.33
	Project Engineer	26	Hr	$216.53	$/Hr	$5,629.78
	Engineer-in-Training	26	Hr	$151.32	$/Hr	$3,934.32
2	**Construction Materials Sampling and Testing - Labor**					**$47,944.00**
	Construction Site Technician	520	Hr	$92.20	$/Hr	$47,944.00
3	**Construction Materials Sampling and Testing - Other Direct Expenses(ODE)**					**$13,000.00**
	Pick-Up Truck for Construction Site Technician	65	Day	$125.00	$/Day	$8,125.00
	Nuclear Density Gauge	65	Day	$75.00	$/Day	$4,875.00
4	**Construction Materials Lab Testing - Unit Cost (UC)**					**$38,296.48**
	NTTA SS856, Moisture Treated Subgrade					
	Tex-104, 105, 106-E Atterberg Limits	13	Each	$172.77	$/Each	$2,246.01
	Tex-114-E Soil Lab Compaction, Moisture/Density Relationship	13	Each	$381.50	$/Each	$4,959.50
	Tex-103-E Moisture Content	13	Each	$30.00	$/Each	$390.00
	Tex-145-E Soil Sulfate Content	44	Each	$152.60	$/Each	$6,714.40
	Tex-148-E Soil Organic Content	13	Each	$490.50	$/Each	$6,376.50
	TxDOT Item 247, Flexible Base					
	Tex-104, 105, 106-E Atterberg Limits	6	Each	$172.77	$/Each	$1,036.62
	Tex-110-E Sieve Analysis	4	Each	$130.80	$/Each	$523.20
	Tex-113-E Base Lab Compaction, Moisture/Density Relationship	3	Each	$381.50	$/Each	$1,144.50
	Tex-116-E Wet Ball Mill	2	Each	$283.40	$/Each	$566.80
	Tex-117-E Triaxial Compressive Strength	2	Each	$2,507.00	$/Each	$5,014.00
	TxDOT Item 360, Concrete Pavement					
	Tex-418-A Concrete Compressive Strength	160	Each	$32.70	$/Each	$5,232.00
	Tex-401-A Sieve Analysis - Coarse Aggregate	16	Each	$109.00	$/Each	$1,744.00
	Tex-203-F Sand Equivalent	2	Each	$160.23	$/Each	$320.46
	Tex-408-A Organic Impurities	2	Each	$94.83	$/Each	$189.66
	Tex-401-A Sieve Analysis - Fine Aggregate	16	Each	$109.00	$/Each	$1,744.00
	Tex-402-A Fineness Modulus - Fine Aggregate		Each	$114.00	$/Each	$0.00
	Tex-406-A Decantation - Coarse Aggregate	1	Each	$94.83	$/Each	$94.83
5	**Quality Acceptance Testing Reporting**					**Included**
				Sub-Total: Labor Costs - Items 1, 2 and 5		**$61,738.43**
				Sub-Total: Direct Expenses - Items 3 and 4		**$51,296.48**
				Total Not-to-Exceed Amount		**$113,034.91**

EXHIBIT D
CONFLICT OF INTEREST AFFIDAVIT

PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND BEYOND ENGINEERING AND TESTING, LLC.,
FOR THE DNT NB FRONTAGE ROAD REPAIRS PROJECT (2702-ST)

THE STATE OF TEXAS §
§
COUNTY OF COLLIN §

I, Frank Yuan, 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 15th day of October, 2026.

Frank Yuan
Signature of Official / Title

BEFORE ME, the undersigned authority, this day personally appeared Frank Jie Yuan 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 15th day of October, 2026.

OSCAR DANIEL SALAZAR NOTARY PUBLIC STATE OF TEXAS NOTARY ID 135552902 MY COMM. EXP. 03-27-2030

Oscar
Notary Public in and for the State of Texas

My Commission expires: 03-27-2030

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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).

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.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received
Type text here

1 **Name of vendor who has a business relationship with local governmental entity.**

Beyond Engineering and Testing, LLC

2 ☐ **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.**

Any officer(s) at the Town of Prosper

Name of Officer

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.**

Type text here

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?

☐ Yes ☑ No

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?

☐ Yes ☑ No

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.**

Not Applicable

6 ☐ 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

Frank Yuan	Frank J. Yuan	10/14/2026
Name of signatory	Signature	Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

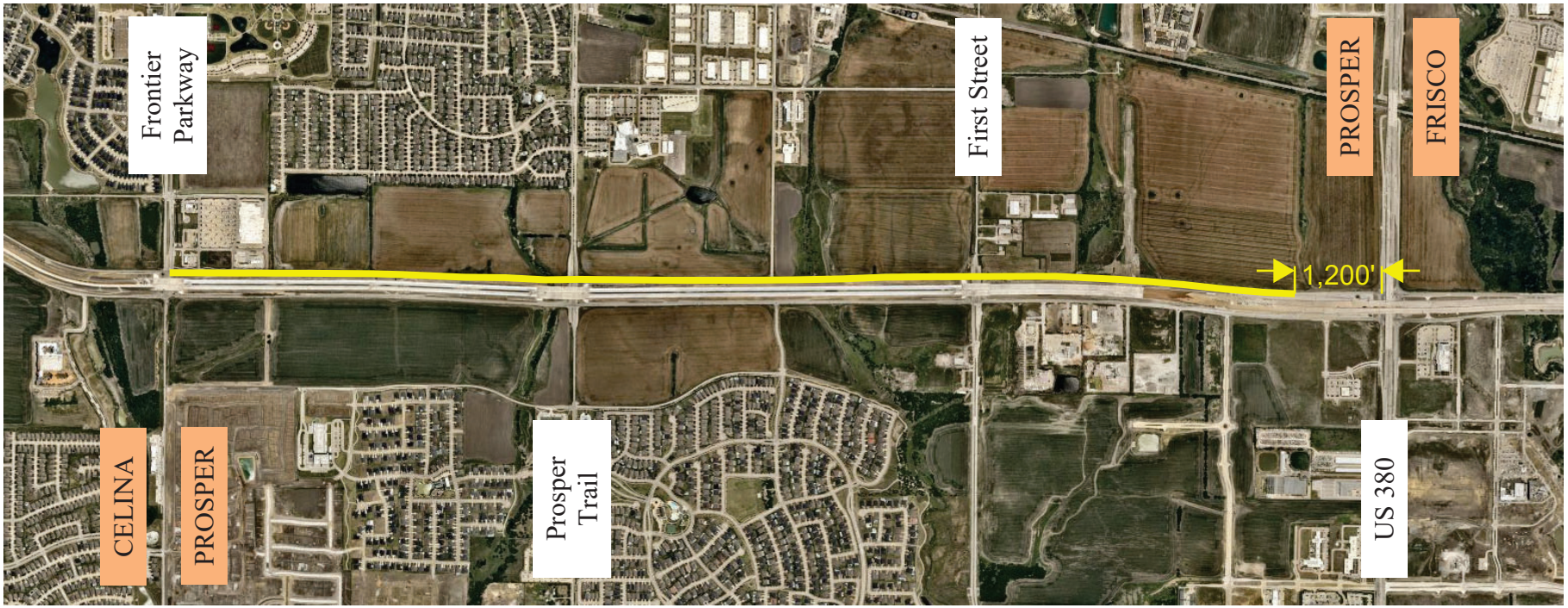
(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

LOCATION MAP

Dallas North Tollway



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 The Marco**

Town Council Meeting – October 27, 2026

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

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Agenda Item:
Conduct a Public Hearing and consider and act upon a request to amend a portion of Planned Development-42 (Tract 16) and rezone a portion of a Commercial Tract (Tract 17) to create a Mixed-Use Planned Development on the Collin County School Land Survey, Abstract No. 147 and J. Yarnell Survey, Abstract No. 1038, Tracts 16 and 17, on 143.0± acres, located on the northeast corner of Dallas Parkway and University Drive. (ZONE-26-0009)

History:
On September 22, 2026, the Town Council voted to postpone consideration of this item to its meeting on October 27, 2026.

Description of Agenda Item:
The Marco brings a bit of Italy to Prosper. In the core of the development there is a lagoon that serves as regional stormwater detention and flowing from it are navigable canals. Along the Dallas North Tollway and University Drive, high-rise and mid-rise buildings will house office, retail and hospitality uses. The design features a public square, performing arts venue, hotel, and ground floor retail at the core of the development and along the water. Residential components will include multifamily and condominium structures, lower-intensity neighborhood of villas, townhomes, flats, and an age-restricted enclave.

It is anticipated that the development will be able to provide one million square feet of office space, up to two hotels, a performing arts venue, a grocer and market hall, village retail and services, and a premium mixed residential population.

Residential Component
The number of dwelling units of each type shall not exceed the maximum established for that type. The total number of dwelling units on the Property shall not exceed 4,400 units.

- Mid-Rise Flats are limited to 2,500 units,
- High-Rise Residential (condominium or multifamily more than five stories) are limited to 400 units,

- Retirement / Age-Restricted Housing is limited to 500 units, and
- Villas, Townhomes, Cottages, Court Homes, and Live-Work Units are together limited to 1,000 units.

The maximums stated above for residential types other than Mid-Rise Flats may be adjusted among those types at Preliminary Site Plan, provided that Mid-Rise Flats do not exceed 2,500 units and the total number of dwelling units on the Property does not exceed 4,400 units.

Future Land Use Plan:
The Future Land Use Plan designates the property as the Dallas North Tollway District. The development complies with the following criteria that characterize this district.

- Most intense land uses within Prosper;
- Has a diverse mixture of office, retail, and residential;
- Mid-rise office (up to 12 stories) designed for a "campus feel";
- Orientation towards open space;
- Significant landscaping linked by a pedestrian network;
- A common architectural theme for a consistent visual appearance;
- Mixed-use development with a mixture of office, retail and residential uses;
- Mixed-use lofts/apartments as the most appropriate residential;
- Structured parking in more intense areas, oriented to minimize visibility from the Tollway;

Dallas North Tollway District:
The Planned Development meets the intent and criteria of the Dallas North Tollway District Guidelines that were adopted earlier this year.

Zoning:
The property is zoned Planned Development-42 (Commercial Corridor) and Commercial.

Compatibility:
The zoning and land use of the surrounding properties are shown below.

	Zoning	Current Land Use	Future Land Use Plan
Subject Property	Commercial and Planned Development-42 (Commercial Corridor)	Vacant	Dallas North Tollway District
North	Commercial and Planned Development-42 (Commercial Corridor)	Vacant	Dallas North Tollway District
East	Planned Development-67 (Mixed Use)	Mixed Use	Town Center
South	NA (Frisco)	Vacant	NA (Frisco)
West	Planned Development-41 (Mixed Use)	Vacant	Dallas North Tollway District

Phasing:

The Phasing Plan (Exhibit E) represents three phases. The area around the exterior of the property, lagoon, and site wide infrastructure will be developed first to begin the project. After this has been completed, the area designated as Phase 2 will be developed as directed by pad purchasers. Finally, the Corporate Office/Headquarters area is to be developed as directed by pad purchasers.

PHASE 1:
To be developed to begin the project. Site wide Infrastructure and initial projects.

PHASE 2:
To be developed as directed by pad purchasers.

CORPORATE OFFICE/ HEADQUARTERS:
To be developed as directed by pad purchasers.



Uses / Planning Areas

There are five distinct Planning Areas within the development. They are as follows:

Planning Area 1: Tollway/380 Frontage Hospitality and Employment (office, hotel, structured parking)

Planning Area 2: Village Core Mixed-Use Core at the Lagoon (public square, performing arts venue, hotel, canals, passeggiata, ground floor retail, development's tallest buildings)

Planning Area 3: Waterfront/Neighborhood High-Rise and Mid-Rise Residential addressing the lagoon (highest residential densities in the development)

Planning Area 4: Mercato Lower-intensity residential (villas, townhomes, flats, live-work units, neighborhood retail)

Planning Area 5: Open Space / Lagoon Lagoon and its Promenade, Canals, and Perimeter Trail (central open space and regional stormwater detention for the development)



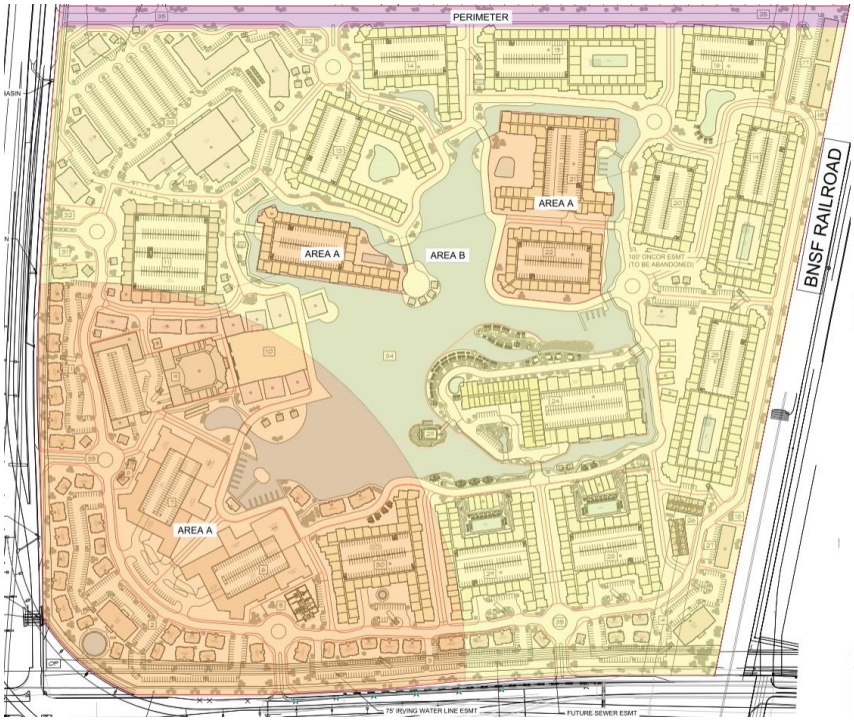
Building Heights:

There are three guiding regulations for height within the development. The area at the intersection of University Drive and the Dallas North Tollway and two structures on the interior of the Lagoon will be a maximum 14 stories and 190 feet (Area A). The uses in this area include:

- Office condos
- Corporate Headquarters
- Performing Arts Center
- Multifamily

The second area encompasses the remainder of the property, and the height limits in this area are 8 stories and 160 feet (Area B).

Should adjacent property to the north (Perimeter) be zoned for single-family use, height will be limited to two stories and 40 feet within 75 feet of the property boundary. Building outside of the 75 foot buffer may increase one foot in height over 40 feet for every one foot of additional setback provided. (Example: A 50-foot tall building would have an 85-foot setback from residential property.)



Architecture:

The public will enter this development and feel as though they are in Italy. Conceptual elevations have been submitted (see Exhibit F) representing the architectural character, massing, and material palette of the development. Elevations are provided for every area within the development and include specific uses such as the hotel, office condominiums, and the performing arts venue.

Open Space and Landscaping
Open space features in the development include a passeggiata, lagoon and canals, piazzas, courtyards, and landscaped areas. Overall, the amount of open space is approximately 28.7 acres or 20 percent of the property.

Parking:
Structured parking will be a wrapped design with the parking structure interior to the building. In cases where there may be an exposed wall of the garage structure, it will be designed to be architecturally compatible with the rest of the building. The northwest corner of the property will be a retail corner, having surface parking that is surrounded by buildings so as to minimize visibility from the public right-of-way.

Fire Code Compliance:
Full compliance with the Town Fire Code is required and will be reviewed during the Preliminary Site Plan and Site Plan submissions. Fire equipment and access to the lake will need to be provided and may require dedicated fire related buildings at dock location and through the development.

Engineering Standard Compliance:
The conceptual layout generally depicts intent, but the final layout shall be determined at the time of Preliminary Site Plan and meet all Town requirements, including Engineering Design Standards and all applicable standards listed throughout the Unified Development Code. In addition, all other local, state, and federal regulations as it relates to the floodplain and waters of the U.S., or other, shall be adhered.

Thoroughfare Plan:
This property has access to University Drive (US 380) and Dallas North Tollway.

Parks Master Plan:
The Parks Master Plan does not indicate a park is needed on the subject property.

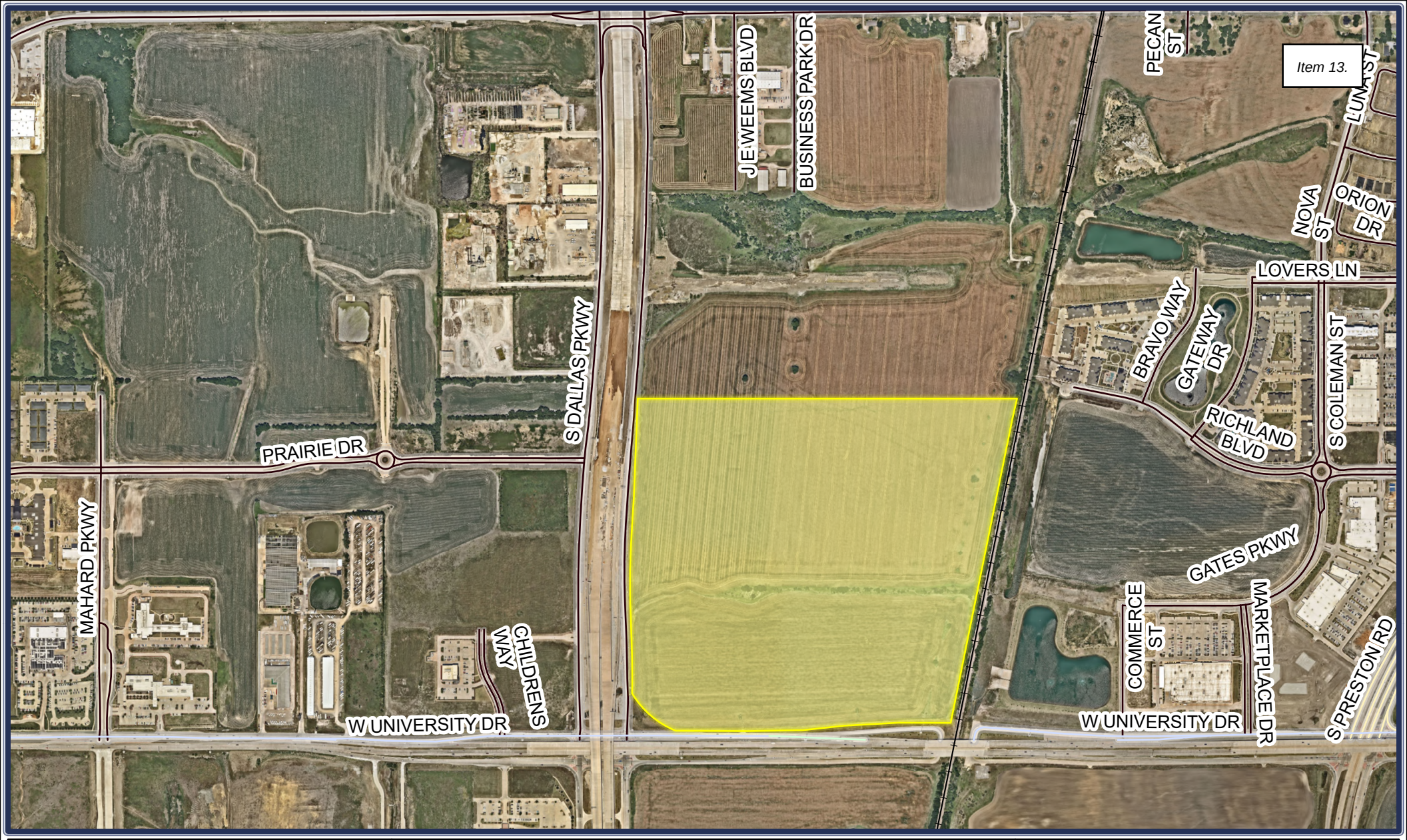
Legal Obligations and Review:
Notification was provided as required by the Unified Development Code and state law. Staff has not received any responses to date.

Attached Documents:
1. Aerial Map
2. Zoning Map
3. Future Land Use Exhibit
4. Exhibit B – Letter of Intent
5. Exhibit C – Development Standards
6. Exhibit D – Conceptual Plan
7. Exhibit E – Phasing Plan
8. Exhibit F – Elevations
9. Exhibit G – Landscape Plan and Plant List
10. Exhibit H – Open Space Plan
11. Exhibit J – Building Heights
12. Exhibit K – Thoroughfare and Street Sections
13. Exhibit M – Planning Areas
14. PowerPoint Slides

Town Staff Recommendation:
The rezoning request is compliant with the Future Land Use Plan and vision of the Dallas North Tollway District. It will be a desirable destination and prominent gateway into the community. This will be a unique development for the Town and region. For these reasons, Town Staff recommends approval of the proposed Planned Development.

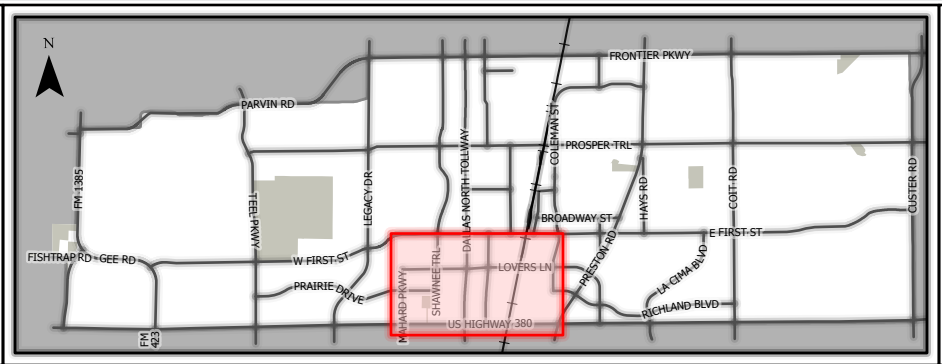
Planning and Zoning Commission Recommendation:
On August 18, 2026, the Commission approved the item by a vote of 4-2.

Proposed Motion:
I move to approve/deny the request to amend a portion of Planned Development-42 (Tract 16) and rezone a portion of a Commercial Tract (Tract 17) to create a Mixed-Use Planned Development on the Collin County School Land Survey, Abstract No. 147 and J. Yarnell Survey, Abstract No. 1038, Tracts 16 and 17, on 143.0± acres, located on the northeast corner of Dallas Parkway and University Drive.



TOWN OF PROSPER

0 500 1,000 2,000 Feet

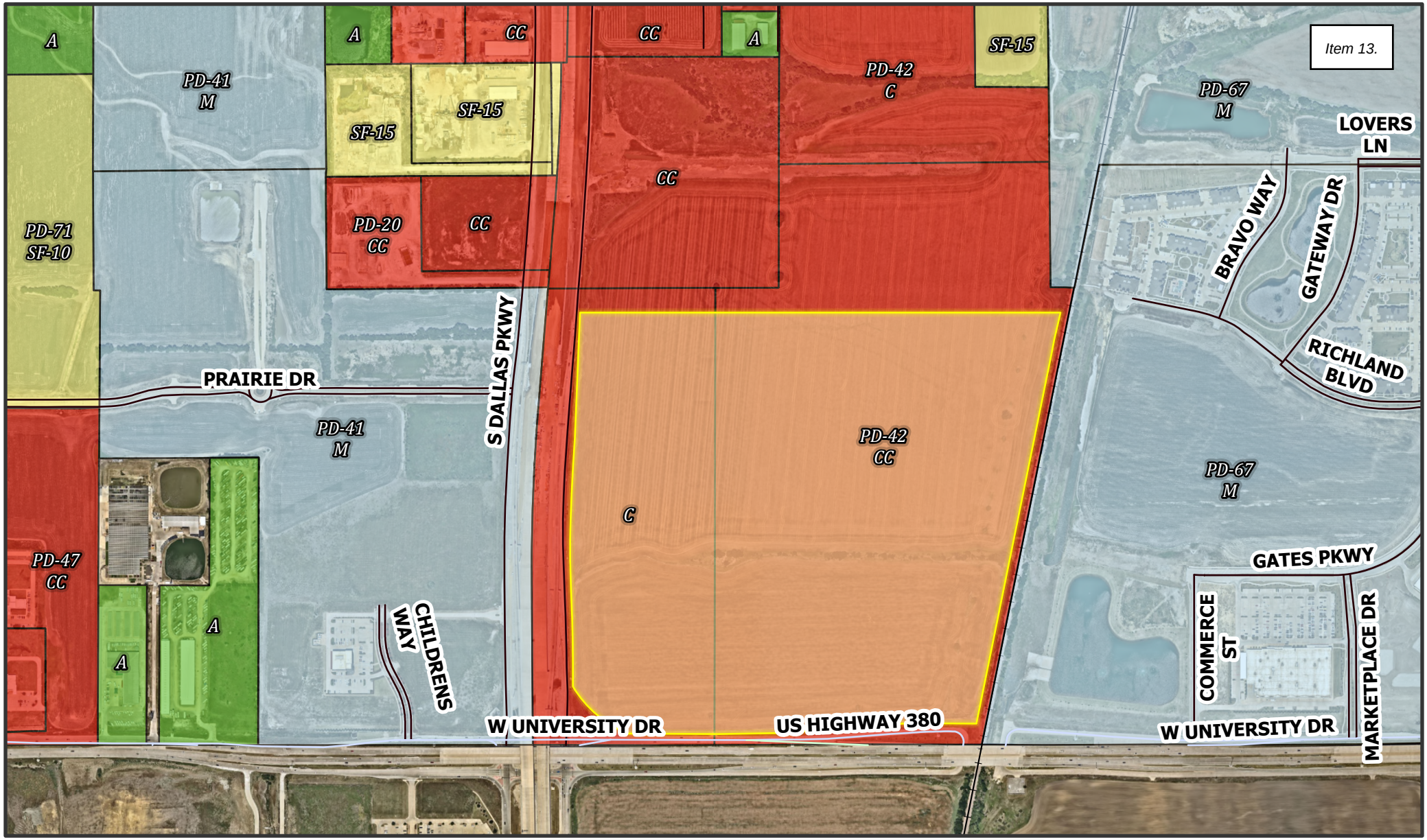


This map for illustration purposes only

ZONE-26-0009

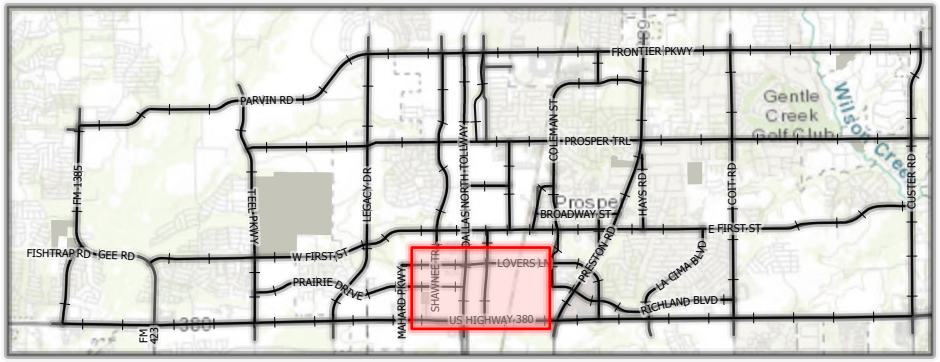
The Marco

Planned Develo



TOWN OF PROSPER

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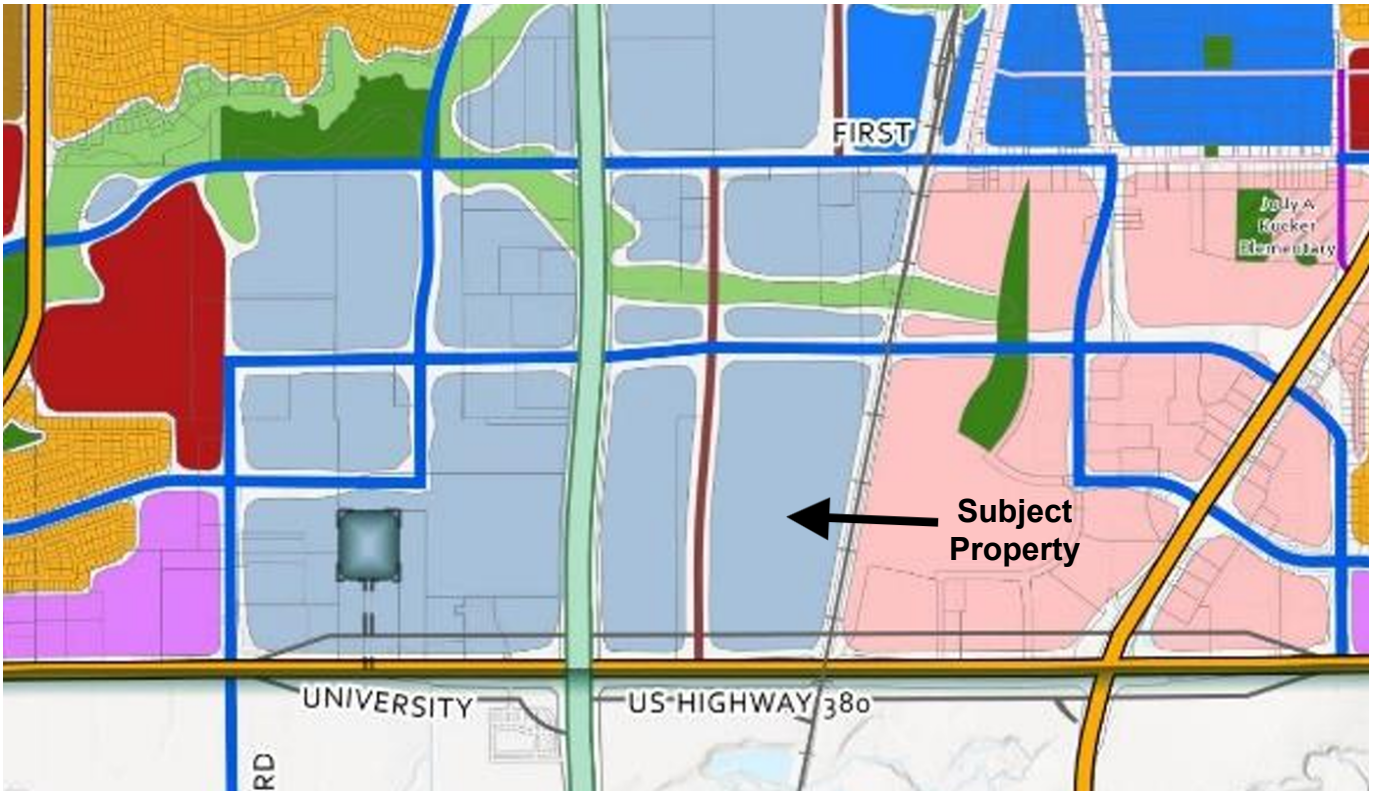
ZONE-26-0009

The Marco

Planned Development

Future Land Use Exhibit

- Low Density Residential
- Medium Density Residential
- High Density Residential
- Retail & Neighborhood Services
- Business Park
- Old Town District
- Town Center
- Dallas North Tollway, Dedicated Truck Route
- 6 Lane Divided
- 4 Lane Divided
- Commercial Collector
- 3 Lane Undivided Couplet
- Access Roads
- Old Town Roads
- Dallas North Tollway District
- US Highway 380 District
- Parks
- Floodplain
- School District Properties
- Town Limits
- ETJ



BlackStoneCommunities.com

BlackStone Communities

Adriatica Office:
401 Adriatic Pkwy, Suite 700
McKinney, Texas 75072
United States of America

17 July 2026

Town of Prosper
Development Services Department — Planning Division
250 W First Street
Prosper, TX 75078

Re: Letter of Intent - Planned Development Rezoning for The Marco, ±142.996 acres at the northeast corner of the Dallas North Tollway and U.S. Highway 380

To the Planning & Zoning Commission and the Town Council:

This letter accompanies an application to rezone approximately 142.996 acres at the northeast corner of the Dallas North Tollway and U.S. Highway 380 to a Planned Development District for a mixed-use development known as The Marco. The Property is presently zoned Commercial (C) and Commercial Corridor (CC) and is subject to Planned Development-42 (Ordinance No. 08-098). The request repeals PD-42 as to the Property and replaces it with the Statement of Intent and Development Standards submitted with this application. BlackStone Communities submits the application as applicant, with the authorization of the owner, Godwin Investments, Ltd.

The Property. The Marco comprises approximately 142.996 acres in the Collin County School Land Survey, Abstract No. 147, and the J. Yarnell Survey, Abstract No. 1038, Collin County, Texas. The Dallas North Tollway bounds it on the west, U.S. Highway 380 on the south, and the BNSF Railway on the east. It lies within the U.S. 380 Gateway — Sub-District 1 of the Dallas North Tollway District Development Standards — and within the Dallas North Tollway District of the Town's Comprehensive Plan. Both already call for this corner to develop at higher density and mixed use, organized around a central open-water feature and a connected public realm.

Why a Planned Development. The Town's own plan asks for a place the base zoning cannot deliver. The Commercial and Office districts cap building height at 40 feet; the Multifamily district caps density at ten units per acre. Those standards were written for a different kind of development — they cannot produce the mid- and high-rise, structured-parking, walkable village that the DNT District envisions for Sub-District 1. The Planned Development closes the gap. It establishes building height in bands measured from the Tollway and highway frontage, consistent with the DNT Standards' allowance of height within 500 feet of the Tollway, and steps that height down wherever the Property meets off-site single-family. Everything else holds: except where Exhibit C expressly modifies them, the UDC and the DNT Standards continue to govern, and all modifications are itemized in a single table.

BlackStone
Communities

The Development. The Marco organizes the site into five Planning Areas around a central lagoon that serves as both regional stormwater detention[1] and the development's principal public open space. Along the Tollway and 380 runs an employment, retail, and hospitality frontage. At the water sits a mixed-use village core — a public square, a performing arts venue, a hotel, canals, and ground-floor retail — carrying the tallest buildings on the site. Beyond it lie waterfront high- and mid-rise residential, a lower-intensity neighborhood of villas, townhomes, and flats, and an age-restricted enclave. The program contemplates over one million square feet of office space, up to two hotels, a performing arts venue, a grocer and market hall, village retail and services, and a premium mixed residential population. The mix is the point. It balances jobs against housing on the corridor, builds a durable commercial tax base, and gives Prosper a civic and cultural anchor at its Tollway gateway.

Special considerations. This is Prosper's front door on the Tollway. The site carries frontage on both the Dallas North Tollway and U.S. Highway 380, with the BNSF Railway defining its eastern edge — a gateway parcel by any measure, and the one the Comprehensive Plan singles out for exactly this treatment. The central lagoon is engineered to work twice, as regional detention[1] and as public realm, and the plan is built around it. The village form the plan calls for — walkable, water-oriented, marked by towers, campanili, and cupolas at defined locations — depends on the height and density standards the base districts memorialize. That dependence is why the Planned Development is the right instrument, and the necessary one.

Supporting documentation. Submitted with this letter are the draft Ordinance and the Statement of Intent and Development Standards (Exhibit B); the legal description (Exhibit A), drawn from certified ALTA/NSPS Land Title Survey No. 23-0043, dated June 3, 2026; and the supporting exhibits — Conceptual Development Plan, Planning-Area, Building Height, Open Space, Thoroughfare Sections, Conceptual Elevations, Sign Package, Phasing, and Plant List. The owner's authorization accompanies the application under the Owner Acknowledgement Form.

The Comprehensive Plan already imagines this corner as Prosper's gateway on the Tollway. The Planned Development is what turns that vision into a place that can be built. We look forward to working with your staff, the Commission, and the Council to see it through.

Respectfully,

Jeffory Blackard
Principal
BlackStone Communities

[1] Subject to engineering and verification

THE MARCO

Planned Development District — Development Standards

Northeast corner of the Dallas North Tollway and U.S. Highway 380, Prosper, Texas · ±142.996 acres · U.S. 380 Gateway (DNT Sub-District 1)

August 2026

This Planned Development comprises the development standards set forth in Exhibit C, together with the exhibits referenced herein, which are provided under separate cover. Except as expressly modified herein, development of the Property is governed by the Town's Unified Development Code (the "UDC") and the Dallas North Tollway District Development Standards (the "DNT Standards").

Exhibit C — Planned Development Standards

C-1. Statement of Intent and Purpose

The Marco is a master-planned, mixed-use development of approximately 142.996 acres at the northeast corner of the Dallas North Tollway and U.S. Highway 380. The Property lies within the U.S. 380 Gateway (Sub-District 1) of the DNT Standards and within the Dallas North Tollway District of the Comprehensive Plan, each of which provides for higher-density, mixed-use development organized around a central open-water feature and a connected public realm. This Planned Development establishes the standards under which the Property will develop as a walkable, mixed-use village integrating employment, hospitality, civic, retail, service, and residential uses around a central lagoon.

The Property. The Property comprises approximately 142.996 acres, presently zoned Commercial (C) and Commercial Corridor (CC) with PD-42, bounded by the Dallas North Tollway to the west, U.S. Highway 380 to the south, and the BNSF Railway to the east.

Development concept. The Property is organized into the Planning Areas described in C-3, comprising a tollway-frontage employment and hospitality district; a mixed-use village core on a central lagoon, with a public square, a performing arts venue, a hotel, canals, and ground-floor retail; waterfront high- and mid-rise residential; a lower-intensity residential neighborhood of villas, townhomes, and flats; an age-restricted residential area; and a central lagoon serving as regional detention and public open space. The development contemplates a significant residential population, approximately 1.1 million square feet of office, hotel(s), a performing arts venue, a grocer and market hall, and village retail and service uses.

Conformance. Except as expressly modified in this Exhibit and the exhibits incorporated herein, the Property shall develop in accordance with the UDC and the DNT Standards (UDC §2.05.B.4).

C-2. Definitions

Except as defined in this Section, terms have the meanings given in UDC Article 4 and Article 2.07. The following terms apply within this Planned Development:

Active Use. A ground-floor use that generates pedestrian activity, including retail, restaurant, personal service, gallery, market, lobby, and amenity uses; the term excludes parking, back-of-house, and unoccupied frontage.

Build-to Line. A line at or near the front setback at which a stated minimum percentage of the building façade shall be located.

Event and Assembly Amenity (chapel and pavilion). A building or open-air structure used for weddings, private events, gatherings, and assembly, including religious ceremonies and services, operated as an amenity of the development.

Frontage. The plane of a lot or building facing a street or the Public Realm, to which placement, entrance, and transparency standards apply.

High-Rise Residential. A Multifamily Dwelling, as defined by the UDC, in a building exceeding five stories; regulated by building form and height.

Lagoon. The central surface-water feature, including its canals and Passeggiata, serving as both regional stormwater detention and public open space.

Liner Building. An occupied building placed to wrap a Structured Parking facility and screen it from the Public Realm.

Live-Work Unit. A dwelling unit containing an integral, street-facing ground-floor commercial or studio space occupied by a resident of the unit, as further governed by C-4.4.

Market Hall. An enclosed or semi-enclosed grocer or public market containing multiple vendor stalls.

Mid-Rise Flat. A Multifamily Dwelling, as defined by the UDC, in a building of five stories or fewer, developed to the standards established in C-5.3.

Passeggiata. The continuous public promenade located at the edge of the Lagoon.

Planning Area. A geographic sub-area of this Planned Development governed by the standards assigned to it, as shown on the Conceptual Development Plan.

Public Realm. Streets, sidewalks, plazas, the Lagoon edge, trails, and other publicly accessible open space.

Retirement / Age-Restricted Housing. Retirement Housing, as defined by the UDC, or other residential development restricted to occupancy by age-qualified households in accordance with applicable state and federal fair-housing law.

Structured Parking. Parking located within a building or parking structure.

Townhome. An attached single-family dwelling in a building of three to six units, developed at the scale and dimensional standards established in C-5.3.

Villa. A detached or attached single-family dwelling developed at the scale and dimensional standards established in C-5.3; the term includes the Cottage and Court Home building types identified in C-5.3, each of which is permitted wherever a Villa is permitted and counted against

the combined maximum for Villas, Townhomes, Cottages, Court Homes, and Live-Work Units established in C-5.2.

C-3. Planning-Area Structure

The Property is divided into the Planning Areas identified below. Each Planning Area develops in accordance with its assigned base district under the UDC, except as modified in this Exhibit. Acreages are approximate; percentages are of gross site area and are rounded. A Planning Area need not be contiguous and may consist of more than one area. The boundary of a Planning Area is established at Preliminary Site Plan and may be adjusted at Preliminary Site Plan or at site plan by not more than 20% of the acreage shown, provided that the maximums established by C-5 and the common open space required by C-7.3 continue to be satisfied for the Property as a whole. An adjustment within that limit is not a variation from the Conceptual Development Plan for purposes of C-9.3.

PA	Name	Base	Acres (±)	Primary program	%
PA-1	Tollway / 380 Frontage	C	24.5	Office, corporate campus, Structured Parking	17%
PA-2	Village Core	C	11.2	Mixed-use; Lagoon, square, performing arts venue, hotel, retail	8%
PA-3	Waterfront / Neighborhood	MF	59.5	High- and mid-rise residential at the Lagoon	41%
PA-4	Mercato	MF	12.3	Retail-forward market square with surrounding residential	9%
PA-5	Open Space / Lagoon	C	24.4	Lagoon, Passeggiata, trails, regional detention	17%
—	Rights-of-way and other land not assigned to a Planning Area	—	11.1	Thoroughfares, dedications, and incidental areas	8%
	Total		143.0		100%

PA-1 — Tollway / 380 Frontage. The employment and hospitality frontage along the Dallas North Tollway and U.S. 380, accommodating office, a hotel, and Structured Parking, with the landscaped tollway edge required by the DNT Standards. Multifamily is set back from the Tollway frontage under C-5.2, reserving the frontage for office and hospitality.

PA-2 — Village Core. The mixed-use core at the Lagoon, containing the public square, the performing arts venue, a hotel, canals, and the Passeggiata, with ground-floor retail and the development's tallest building and tower elements.

PA-3 — Waterfront / Neighborhood. High- and mid-rise residential addressing the Lagoon, at the highest residential densities in the development.

PA-4 — Mercato. Retail-forward market square with surrounding residential.

PA-5 — Open Space / Lagoon. The Lagoon and its Passeggiata, canals, and perimeter trail, serving as the development's central open space and as regional stormwater detention.

C-4. Permitted Uses

C-4.1 Use schedule

Uses are permitted within each Planning Area as set forth in the schedule below, in which **P** indicates a permitted use and **—** indicates a use that is not permitted. An asterisk (*) indicates a use that is permitted subject to the Multifamily setback from the Dallas North Tollway established in C-5.2. Within each Planning Area, the uses permitted by its assigned base district under the UDC Schedule of Uses (Art. 2.07.C) apply, except as modified by this schedule. Uses defined in C-2 that do not appear in the UDC Schedule of Uses are added as shown.

Use	PA-1	PA-2	PA-3	PA-4	PA-5
Multifamily Dwelling / Mid-Rise Flat	P*	P	P	P	—
High-Rise Residential	P*	P	P	P	—
Villa	P	P	P	P	P
Townhome	P	P	P	P	P
Live-Work Unit	P*	P	P	P	P
Retirement / Age-Restricted Housing	—	P	P	P	—
Retail Stores and Shops	P	P	P	P	P
Restaurant (without drive-through)	P	P	P	P	P
Personal Service Establishment	P	P	P	P	P
Artisan's Workshop / Gallery	P	P	P	P	P
Market Hall / Farmer's Market	P	P	P	P	P
Health / Fitness Center	P	P	P	P	P
Child Care Center, Licensed	P	P	P	P	—
Office / Medical Office	P	P	P	P	P
Hotel	P	P	P	P	P
Performing Arts Venue / Theater	P	P	P	—	P
Commercial Amusement (Indoor)	P	P	—	P	—
Self-Storage[1]	P	P	P	P	P
Water Taxi / Canal Operations	—	P	P	—	P
Structured Parking	P	P	P	P	—
Gas or fuel sales	—	—	—	P	—
Event and Assembly Amenity (chapel and pavilion)	P	P	P	P	P

[1] Self-storage is permitted only in the integrated, lined form required by C-4.3; standalone self-storage and mini-warehouse are prohibited under C-4.5.

Use	PA-1	PA-2	PA-3	PA-4	PA-5
Lagoon / Open Water	—	P	P	—	P

C-4.2 Ground-floor activation

Along the streets and the public square identified on the Conceptual Development Plan within PA-2, the ground floor of each building shall be devoted to Active Uses.

C-4.3 Self-storage

Self-storage shall be developed only in integrated form: within a climate-controlled, multi-story building wrapped or lined by Active Uses, with no overhead or roll-up service doors visible from the Public Realm. Accessory storage serving the residents or tenants of a multifamily or retail building is permitted in any Planning Area. A curated specialty use for high-value vehicles or vessels — a motorcar garage or garage-condominium, a boat sales or service establishment, or a motor-vehicle dealership operated wholly indoors without an outdoor inventory or display lot (for example, an urban automotive showroom) — is not a standalone self-storage, mini-warehouse, storage-yard, or outdoor-storage use prohibited by C-4.5, and is permitted in a storefront retail format. All storage, service, sales, and display shall occur within an enclosed building; no vehicle or vessel shall be stored or displayed outdoors; no overhead or roll-up service door shall be visible from the Public Realm; and the ground-floor street frontage shall be devoted to Active Uses.

C-4.4 Live-work units

A Live-Work Unit shall consist of a dwelling unit with a ground-floor commercial or studio space having display frontage and a separate commercial entrance, occupied by a resident of the unit. The commercial component shall not exceed 50% of the floor area of the unit.

C-4.5 Prohibited uses

The following uses are prohibited in all Planning Areas: automobile sales or leasing (except in a storefront retail format); storage yard; standalone self-storage or mini-warehouse; pawn shop; drive-in theater; manufactured home; outdoor storage as a principal use; credit access business, as defined in Texas Finance Code §393.601, as amended, including payday lending, motor-vehicle title lending, and credit services organizations as defined in Texas Finance Code §393.001, as amended; body art facility; smoke shop or vape shop; a business that sells drug paraphernalia; a business that offers a gambling device as defined by Texas Penal Code §47.01, other than an amusement machine excluded from that definition by §47.01(4)(B); sex shop, or a business the primary purpose of which is the sale of lewd merchandise; and a business the principal operations of which use outdoor storage or outdoor display. The last clause does not prohibit outdoor dining, sidewalk display accessory to a storefront retail use, seasonal or temporary outdoor sales, a Market Hall or farmer’s market, or the indoor display permitted by C-4.3.

C-5. Dimensional Standards

The base districts assigned to the Planning Areas do not accommodate the building intensity and form provided for Sub-District 1 by the DNT Standards. The Commercial and Office districts limit building height to 40 feet, and the Multifamily district limits density to 10 dwelling units per

acre; these limits are inconsistent with the mid- and high-rise, structured-parking building types and the densities contemplated by this Planned Development and by the DNT Standards (DNT §2.1, §4.4). Building height is therefore established by the height areas in C-5.1, as designated on the Building Height Exhibit, consistent with the DNT Standards' allowance of building height within 500 feet of the Tollway (DNT §3.3) and its protection of off-site single-family development (DNT §3.3.5–3.3.6). Except where these standards expressly provide otherwise, setbacks, buffers, and other figures are those established by the DNT Standards and the UDC.

C-5.1 Building height

Area	Location	Maximum height	Source
A	Within 1,350 ft of the DNT / US 380, together with the additional areas designated Area A on the Building Height Exhibit	14 stories / 190 ft	DNT §3.3; Sub-District 1 destination intent (§2.1)
B	The balance of the Property, as designated Area B on the Building Height Exhibit	8 stories / 160 ft	DNT §3.3 (height within 500 ft of the Tollway)
Perimeter	Within 75 ft of off-site single-family-zoned property	2 stories / 40 ft; thereafter 1 ft of additional setback per 1 ft of height above 40 ft	DNT §3.3.5–3.3.6

The Perimeter standard applies only where the Property abuts off-site single-family-zoned property. Architectural features with or without habitable floor area, including towers, campanili, and cupolas, may exceed the applicable area maximum by up to 40 feet at the locations shown on the Conceptual Development Plan.

C-5.2 Density, coverage, and floor area

PA	Build-to	Coverage / FAR
PA-1	⩾ 70% of façade at the Build-to line (DNT §3.2.3)	≤ 80% / ≤ 3.0:1
PA-2	≥ 70% within 5 ft	≤ 90% / ≤ 4.0:1
PA-3	≥ 60%	≤ 75% / ≤ 3.0:1
PA-4	≥ 50%	≤ 65% / ≤ 3.0:1
PA-5	—	impervious ≤ 15%

Unit-mix limits: within Multifamily Dwelling, Mid-Rise Flat, and High-Rise Residential, studio and one-bedroom dwellings shall not exceed 70% and three-bedroom dwellings shall not exceed 10% of those dwellings.

Multifamily setback from the Dallas North Tollway. Multifamily Dwelling, Mid-Rise Flat, High-Rise Residential, and Live-Work Unit shall be set back not less than 250 feet from the Dallas North Tollway right-of-way. The area between the right-of-way and that line is reserved for office, hospitality, civic, and structured-parking uses and the required tollway landscape edge.

Maximum dwelling units by type. The number of dwelling units of each type shall not exceed the maximum established for that type.

Mid-Rise Flats are limited to 2,500 units and High-Rise Residential (condominium or multifamily, more than five stories) to 400 units. Retirement / Age-Restricted Housing is limited to 500 units. Villas, Townhomes, Cottages, Court Homes, and Live-Work Units are together limited to 1,000 units. The total number of dwelling units on the Property shall not exceed 4,400 units.

The maximums stated above for residential types other than Mid-Rise Flats may be adjusted among those types at Preliminary Site Plan, provided that Mid-Rise Flats do not exceed 2,500 units and the total number of dwelling units on the Property does not exceed 4,400 units.

Mid-Rise Flat phasing. Building permits shall not be issued for more than 1,000 Mid-Rise Flat dwelling units until building permits have been issued for not less than 40,000 square feet of gross floor area in non-residential use on the Property; and certificates of occupancy shall not be issued for more than 1,000 Mid-Rise Flat dwelling units until certificates of occupancy have been issued for not less than 40,000 square feet of gross floor area.

A maximum of two hotels is permitted.

C-5.3 Residential building-type standards

The Min. lot and Min. width standards apply only to a residential building type created on a platted, fee-simple lot. Where a building type is created other than on a platted, fee-simple lot, those two standards do not apply; the Max. height and Min. unit standards continue to apply regardless of ownership form. A Note describing lot configuration (such as a private yard or shared courtyard) applies only on a fee-simple lot; a Note describing building composition (such as units per building) applies in either form. A Villa, Townhome, Cottage, or Court Home may be developed on a single platted lot or tract, with individual units established by condominium plat or by site plan, without further subdivision into individual lots. Building separation, fire access, drives, and parking are established at site plan.

Type	Min. lot	Min. width	Max. height	Min. unit	Notes
Villa, detached	2,500 SF	35 ft	3 stories	1,200 SF	Private yard ⩾ 200 SF
Villa, attached	1,800 SF	24 ft	3 stories	1,000 SF	
Townhome	1,400 SF	20 ft	3 stories	900 SF	3-6 units per building
Cottage	800 SF	15 ft	2 stories	400 SF	
Court Home	1,800 SF	24 ft	3 stories	1,000 SF	Not more than 2 units per building; shared court
Mid-Rise Flat	—	—	5 stories	500 SF	
High-Rise Residential	—	—	Per C-5.1	500 SF	

C-6. Modifications to the UDC and DNT Standards

The following table identifies each modification of the UDC and the DNT Standards effected by this Planned Development. Except as set forth below and elsewhere in this Exhibit, the UDC and the DNT Standards apply without modification (UDC §2.05.B.4).

Subject	UDC / DNT standard	Standard as modified	Source
Building height (Commercial / Office)	40 ft (UDC §2.04)	Per the height areas in C-5.1	DNT §3.3; §2.1
Residential density	10 du/ac (UDC §2.04)	Per the dwelling-unit maximums by building type in C-5.2	DNT §4.4
Coverage and floor area	Commercial 0.5 FAR / 50% coverage	Per C-5.2	DNT (Sub-District 1)
Multifamily and Retirement Housing	Multifamily by PD; Retirement Housing by SUP	Permitted by right, C-4.1	UDC §2.05
Added uses	Not listed in the UDC Schedule of Uses	Live-Work Unit, Market Hall, Water Taxi / Canal Operations, Lagoon / Open Water, and Event and Assembly Amenity added, C-4	UDC §2.07
Off-street parking	UDC §2.07.C parking schedule and Article 2.10 minimums	Per C-7.1	DNT §7
Lagoon street	UDC thoroughfare standards	Pedestrian / emergency-access promenade, C-7.8	DNT §11
Building materials	UDC Chapter 3 / DNT §9	Building form, massing, and frontage per C-8; building product and material standards per the Conceptual Elevations exhibit and the Development Agreement	—
Sight-visibility triangles	Required at intersections and access points	Eliminated at intersections of the firelane with the Passeggiata; otherwise required per the UDC	PD
Signage — digital display and large-format identity	DNT authorizes external illumination and is silent on internally-lit digital display (DNT §13.1); Town Sign Ordinance limits changeable-copy and roof signage	Performing arts marquee and electronic changeable-copy event signage with digital display permitted in the entertainment core; building-top identity permitted for tall office / hotel buildings — all per Exhibit M and §C-7.11	DNT §§13–14; Exhibit M
Signage — storefront uniformity	Multi-tenant developments shall have signage uniform in style, type, material, and lighting (DNT §13.1)	Uniformity applies to multi-tenant monument, directory, and wayfinding signage; individual storefront, blade, and window signs may vary within the materials and illumination standards of Exhibit M (L-2, L-4)	DNT §13.1; Exhibit M

C-7. Development Standards Applicable to All Planning Areas

The standards in this Section apply throughout the Property, except where a Planning Area provides otherwise, and modify the UDC only as stated.

C-7.1 Off-Street Parking

(a) Required off-street parking shall be provided in accordance with the following minimum ratios, which modify UDC Article 2.10:

Multifamily Dwelling, Mid-Rise Flat, and High-Rise Residential, 1 space per bedroom, with a studio or efficiency dwelling counted as one bedroom;

Retail Stores and Shops, 1 space per 300 square feet;

Restaurant, 1 space per 150 square feet, with the area devoted to outdoor dining reduced by 50% for purposes of the calculation;

Office, 1 space per 400 square feet;

Medical Office, 1 space per 350 square feet;

Hotel, 1 space per guest room plus 1 space per 200 square feet of associated commercial area;

Performing Arts Venue or Theater, 1 space per 4 seats;

Health / Fitness Center, 1 space per 200 square feet of workout area.

A dwelling unit counted against the Retirement / Age-Restricted Housing maximum established in C-5.2 is subject to the parking requirement for Retirement / Age-Restricted Housing established in the UDC, without regard to the building type in which it is located.

(b) Where two or more uses with non-coincident demand share a parking facility, the aggregate parking requirement may be reduced by up to 30% upon submission of a shared-parking analysis.

(c) Not less than 80% of the parking provided for Multifamily Dwelling, Mid-Rise Flat, High-Rise Residential, and Retirement / Age-Restricted Housing shall be Structured Parking. Structured Parking shall be lined by Active Uses or architecturally finished where it abuts a street or the Public Realm, and ground-level openings shall not exceed 55% of the façade.

(d) Intentionally Deleted

(e) Bicycle parking shall be provided at a minimum of 0.5 space per dwelling unit, together with short-term bicycle parking serving retail uses.

(f) Parking for the Event and Assembly Amenity is satisfied through the development's shared parking supply, and no separate on-site parking is required within PA-5; the amenity's occupant capacity shall not exceed 3,500.

C-7.2 Landscaping

(a) A landscaped edge not less than 30 feet in width shall be provided along the Dallas North Tollway and U.S. Highway 380, containing one large tree of not less than four-inch caliper per 25 linear feet and 22 shrubs per 30 linear feet, together with earthen berms averaging 3.5 feet in height (DNT §10; UDC §2.08).

(b) Intentionally Deleted

(c) Interior parking areas shall be landscaped at not less than 20 square feet per space, with one large tree per 10 spaces and landscape islands of not less than 160 square feet.

(d) Large canopy trees shall be planted along internal streets at intervals not exceeding 40 feet on center, in tree grates where on-street parking is provided.

(e) All landscaped areas shall be served by an automatic irrigation system with rain-and-freeze sensors and shall consist predominantly of native and drought-tolerant species in accordance with the approved plant list.

C-7.3 Open Space and Amenities

(a) Not less than 18% of the net area of the Property, exclusive of land dedicated for public rights-of-way, shall be provided as common open space. Common open space includes the Lagoon and its canals, the Passeggiata, the public square, pocket parks and greens, plazas and courtyards, trails, and the landscaped edges and buffers required by C-7.2, whether provided at grade or on structure and whether publicly accessible or private, consistent with the definition of open space in the UDC. The requirement is satisfied for the Property as a whole at full build-out, as demonstrated on the Open Space Plan; it is not applied separately to a Planning Area, phase, plat, or site plan. The location, size, and configuration of common open space are established at Preliminary Site Plan.

(b) The public square, the market square, and pocket parks shall be bordered by Active Uses or building frontages along not less than 50% of their perimeter, shall be visible from an adjoining street or the Passeggiata, and shall be furnished with seating and shade. This standard does not apply to the Lagoon and its canals, the landscaped edges and buffers required by C-7.2, trails, or common open space provided on structure.

C-7.4 Lighting

(a) Site lighting shall be full-cutoff and downward-directed, with mounting heights not exceeding 30 feet.

(b) Illumination at any property line abutting off-site single-family-zoned property shall not exceed 0.5 foot-candles, as demonstrated by a photometric plan submitted with the site plan.

(c) Pedestrian areas shall be lighted with pedestrian-scaled fixtures, and bollard fixtures not exceeding 48 inches in height shall be used within landscape buffers.

C-7.5 Screening

(a) Loading, service, and refuse areas shall be located to the side or rear of buildings and screened from streets, the Public Realm, and the Lagoon.

(b) Roof-mounted and ground-mounted mechanical equipment shall be screened from view with durable materials consistent with the principal building.

(c) Screening walls shall be of masonry consistent with the principal building.

C-7.6 Fencing

(a) Permitted fencing materials are ornamental metal, tubular steel, and masonry.

(b) Fencing located forward of a building façade shall not exceed 48 inches in height.

C-7.7 Connectivity

(a) Sidewalks not less than 10 feet in width shall be provided along the Dallas North Tollway and U.S. 380, and not less than 6 feet in width along other streets; walkways shall connect building entrances to the street and trail network (DNT §11).

(b) A multi-use trail not less than 10 feet in width shall be provided along the Dallas North Tollway, connecting to the Town trail network.

(c) Cross-access shall be provided between adjoining parcels.

C-7.8 Street Types and the Pedestrian Core

(a) Street types are established by the thoroughfare exhibit.

(b) The street encircling the Lagoon shall be a pedestrian promenade restricted to emergency-vehicle access, controlled by removable bollards or gates and designed to satisfy International Fire Code Appendix D; general vehicular traffic is not permitted. Where the Fire Code as applied at Preliminary Site Plan or site plan requires a cross-section, width, turning radius, or access configuration different from that described in this subsection, the required configuration controls, and the modification is not a variation from the Conceptual Development Plan for purposes of C-9.3, provided the promenade remains closed to general vehicular traffic.

(c) Shared streets and on-street-parking streets are permitted as shown on the thoroughfare exhibit.

C-7.9 Stormwater, Drainage, and Utilities

(a) The Lagoon shall function as regional stormwater detention and as the central open space of the development.

(b) All utilities shall be placed underground, and drainage and detention shall conform to Town engineering standards.

(c) The size, shape, configuration, and location of the Lagoon and its canals are established at Preliminary Site Plan and may be modified at final engineering as required to satisfy the Town's drainage, detention, geotechnical, and water-quality requirements, provided the Lagoon continues to function as regional stormwater detention and as the central open space of the development.

C-7.10 Compatibility with Off-Site Single-Family Development

(a) Where the Property abuts off-site single-family-zoned property, building height shall step down in accordance with the Perimeter standard in C-5.1.

C-7.11 Signage

(a) Signage within the Property shall be governed by a Comprehensive Sign Package approved by the Planning & Zoning Commission and the Town Council and incorporated as an exhibit (DNT §13).

(b) Permitted sign types are those identified in the Comprehensive Sign Package (Exhibit M). Off-premise advertising signs, billboards, pole and pylon signs, and exposed cabinet signs with internally-lit translucent faces are not permitted. Digital and electronic display is permitted only for the performing arts marquee and event signage expressly authorized in Exhibit M.

(c) Multi-tenant signage shall be uniform in style, materials, and method of illumination.

(d) A performing arts marquee and electronic changeable-copy event signage are permitted in the entertainment core as provided in Exhibit M, notwithstanding any general limitation on illuminated or changeable-copy signs in the Town Sign Ordinance.

(e) Building-identity and building-top identity signage are permitted for office and hotel buildings as provided in Exhibit M.

C-8. Building Design Standards

The standards in this Section govern building form, massing, and frontage. Building product and material standards are addressed in the Conceptual Elevations exhibit and the Development Agreement.

C-8.1 Massing

Building masses shall vary in height and roofline so that larger buildings read as a composition of distinct smaller elements.

C-8.2 Articulation

No building wall shall extend a horizontal distance greater than four times its height without an offset of not less than 25% of its height. Primary façades shall be articulated at intervals not exceeding 40 feet, and no blank wall shall exceed 20 feet in length on a primary frontage.

C-8.3 Transparency

Ground-floor retail frontages shall provide not less than 50% transparency, and other ground-floor nonresidential frontages not less than 30%. Clear glazing is required; reflective, gold, and heavily tinted glazing are not permitted. Awnings, arcades, or display windows shall be provided along not less than 60% of ground-floor frontage facing the Dallas North Tollway and primary streets (DNT §9).

C-8.4 Ground floor

Each ground-floor tenant space shall have a functioning primary entrance from the adjoining sidewalk; a corner entrance satisfies this requirement for both frontages.

C-8.5 All elevations

All building elevations shall be finished to an equivalent standard, and rooftop equipment shall be screened in accordance with C-7.5.

C-9. Administration

C-9.1 Conformance

Except as expressly modified in this Exhibit, development of the Property shall comply with the UDC and the Town Subdivision Ordinance.

C-9.2 Conceptual Development Plan

The Conceptual Development Plan establishes the general arrangement of uses, open space, and circulation. Lot lines, street alignments, building locations, Planning-Area boundaries, and the configuration of the Lagoon and its canals are established at Preliminary Site Plan, approved by the Planning & Zoning Commission. The Building Height Exhibit controls the boundaries of the height areas established in C-5.1 without regard to Planning-Area boundaries.

C-9.3 Minor amendments

The Director of Development Services may approve a site plan or plat that varies from the Conceptual Development Plan without a public hearing, provided the variation does not: (1) alter the relationship of the development to adjacent property; (2) alter permitted uses; (3) increase density; (4) increase building height; (5) increase lot coverage; (6) reduce the off-street parking ratio; (7) reduce perimeter building setbacks; or (8) reduce common open space below the minimum required by C-7.3. A variation meeting any of these criteria requires an amendment of this Planned Development by the Commission and the Town Council.

C-9.4 Project tracking

The owner shall maintain a project tracking plan recording dwelling units by building type and common open space by Planning Area, updated with each plat and site plan. The project tracking plan is informational and creates no vested rights.

C-9.5 Phasing

Development shall proceed in accordance with the Development and Phasing Schedule exhibit. The Lagoon and primary public infrastructure shall be constructed in the phases shown on that exhibit. The detention capacity serving an area shall be constructed and functional before that area is placed in service, and the initial phase shall include the portion of the Lagoon and of the primary public infrastructure serving the area developed in that phase. The number, sequence, and boundaries of phases are established at Preliminary Site Plan and may be adjusted at Preliminary Site Plan or at site plan; an adjustment is not a variation from the Conceptual Development Plan for purposes of C-9.3.

C-9.6 Alternative compliance

The Director of Development Services may approve an alternative to a development standard of this Exhibit upon finding that the alternative satisfies the purpose of the standard to an equal or greater degree. A request for alternative compliance shall be made at a pre-submittal conference. An approval under this Section establishes no precedent and is not a general waiver of the standards of this Planned Development.

C-9.7 Architectural review

A conceptual material plan shall accompany the Preliminary Site Plan, and a façade plan with a material sample board shall accompany each site plan, subject to the approval of the Director of Development Services.

C-9.8 Property association

A master property association shall own and maintain the Lagoon, the Public Realm, and the common areas of the development.

C-9.9 Fire Code, Engineering, and Floodplain Conformance

(a) Approval of this Planned Development does not constitute approval under the Town Fire Code and does not approve fire hydrant locations, fire lanes, or fire apparatus access. Compliance with the Fire Code is determined at Preliminary Site Plan and site plan.

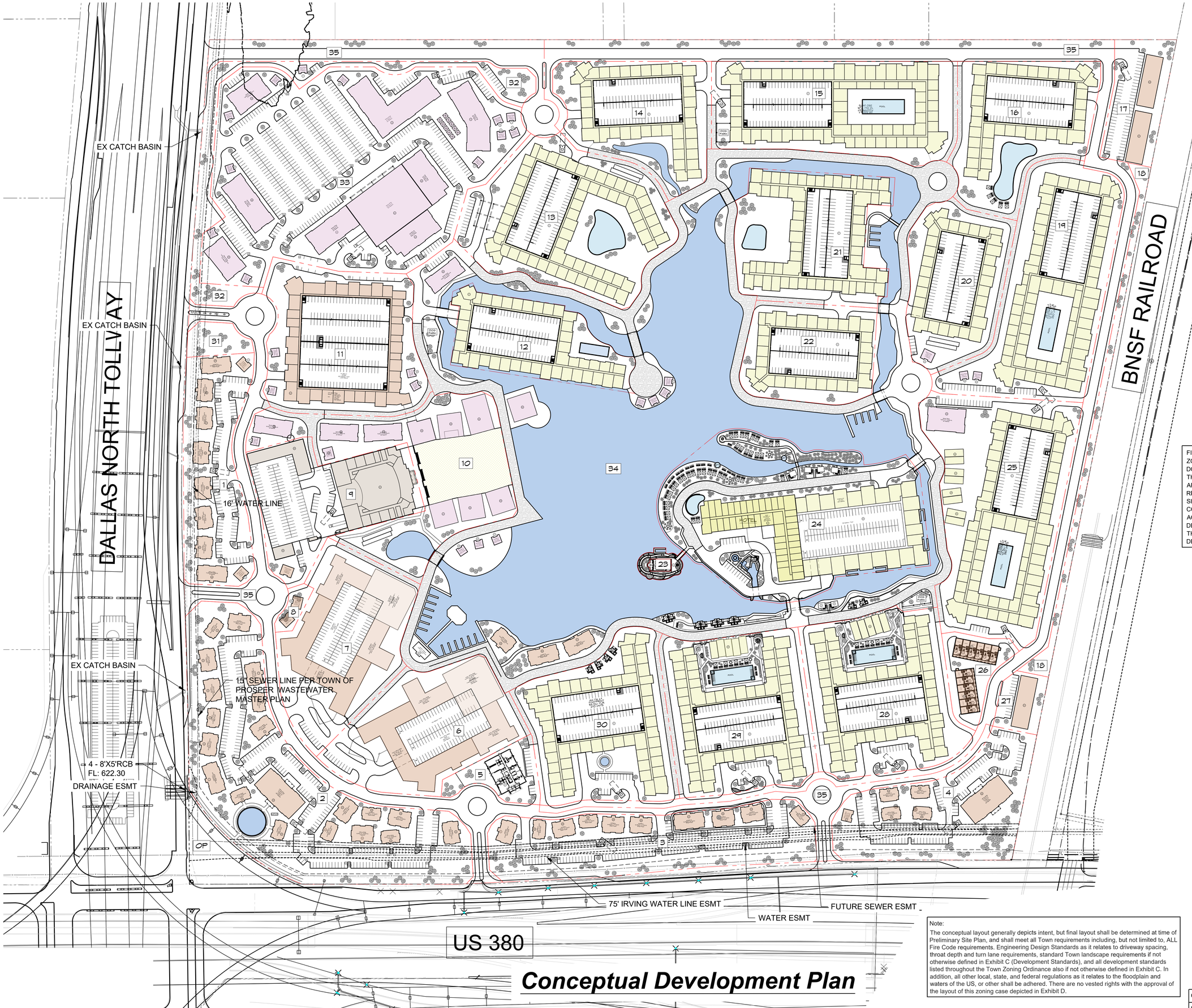
(b) Reconfiguration or modification of the layout shown on the Conceptual Development Plan or any other exhibit that is required to satisfy the Fire Code, the Town’s Engineering Design Standards, or applicable floodplain or waters-of-the-United-States regulation is not a variation

from the Conceptual Development Plan for purposes of C-9.3, provided that the maximums established by C-5, the height areas designated on the Building Height Exhibit, and the common open space required by C-7.3 continue to be satisfied for the Property as a whole.

(c) Fire apparatus access to the Lagoon, and any fire-related structure required in connection with it, are permitted in every Planning Area, including PA-5, and are not counted against the impervious coverage limit established for PA-5 in C-5.2, provided that the impervious surface so excluded does not exceed 25% of the impervious coverage otherwise permitted in PA-5.

(d) Fire apparatus access provided within the Passeggiata or other common open space does not remove that area from the common open space required by C-7.3.

(e) Except where this Exhibit expressly provides that an exhibit controls, the layout depicted on the Conceptual Development Plan and the other exhibits illustrates intent, and no vested right arises from the depicted layout. This subsection does not affect the standards established in this Exhibit.

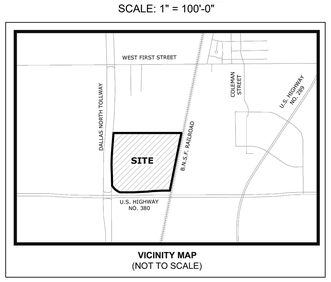


PASSEGGIATA:
The continuous promenade located at the edge of the lagoon.
A 26' wide fire lane with limited access to vehicular traffic.

LEGEND	
1	OFFICE CONDOS
2	OFFICE CONDOS
3	OFFICE CONDOS
4	OFFICE CONDOS
5	PRE-SCHOOL
6	CORPORATE HEADQUARTERS
7	CORPORATE HEADQUARTERS
8	OFFICE
9	THE PHOENIX - PERFORMING ARTS CENTER
10	PLAZA
11	RETAIL
12	MULTIFAMILY OVER FITNESS CENTER
13	MULTIFAMILY- AGE RESTRICTED
14	MULTIFAMILY
15	MULTIFAMILY
16	MULTIFAMILY
17	LUXURY GARAGE FACILITY
18	COMMON AREA- OPEN SPACE
19	MULTIFAMILY
20	MULTIFAMILY
21	LUXURY MULTIFAMILY
22	LUXURY MULTIFAMILY
23	ISLAND CHAPEL
24	LUXURY HOTEL WITH CONDOS
25	MULTIFAMILY
26	TOWNHOMES
27	LUXURY GARAGE FACILITY
28	MULTIFAMILY
29	LUXURY MULTIFAMILY
30	MULTIFAMILY
31	COMMON AREA- OPEN SPACE
32	COMMON AREA- OPEN SPACE
33	RETAIL
34	LAGOON- OPEN SPACE
35	RIGHT OF WAY

FIRE ZONING NOTES :
ZONING DOES NOT INCLUDE COMPLIANCE WITH TOWN FIRE CODE, NOR DOES IT INCLUDE FIRE HYDRANTS, AND FIRE LANE LAYOUT. REVIEW OF THE ZONING DOES NOT GRAND OR OTHERWISE PROVIDE SAID APPROVAL TO THE TOWN FIRE CODE, FULL COMPLIANCE WILL BE REVIEWED DURING PSP AND SP SUBMITTAL AND MAY REQUIRE THE SITE IS RECONFIGURED AND MODIFIED FROM THAT SHOWN IN THE CONCEPT PLAN AND/OR ZONING EXHIBTS. FIRE EQUIPMENT AND ACCESS TO THE LAKE WILL NEED TO BE PROVIDED AND MAY INCLUDE DEDICATED FIRE RELATED BUILDINGS AT A DOCK(S) LOCATION AND THROUGHOUT THE DEVELOPMENT AT LOCATIONS AND TYPES TO BE DETERMINED.

0 50 100 150 200
GRAPHIC SCALE IN FEET
SCALE: 1" = 100'-0"



VICINITY MAP
(NOT TO SCALE)

Note:
The conceptual layout generally depicts intent, but final layout shall be determined at time of Preliminary Site Plan, and shall meet all Town requirements including, but not limited to, ALL Fire Code requirements. Engineering Design Standards as it relates to driveway spacing, throat depth and turn lane requirements, standard Town landscape requirements if not otherwise defined in Exhibit C (Development Standards), and all development standards listed throughout the Town Zoning Ordinance also if not otherwise defined in Exhibit C. In addition, all other local, state, and federal regulations as it relates to the floodplain and waters of the US, or other shall be adhered. There are no vested rights with the approval of the layout of this zoning case depicted in Exhibit D.

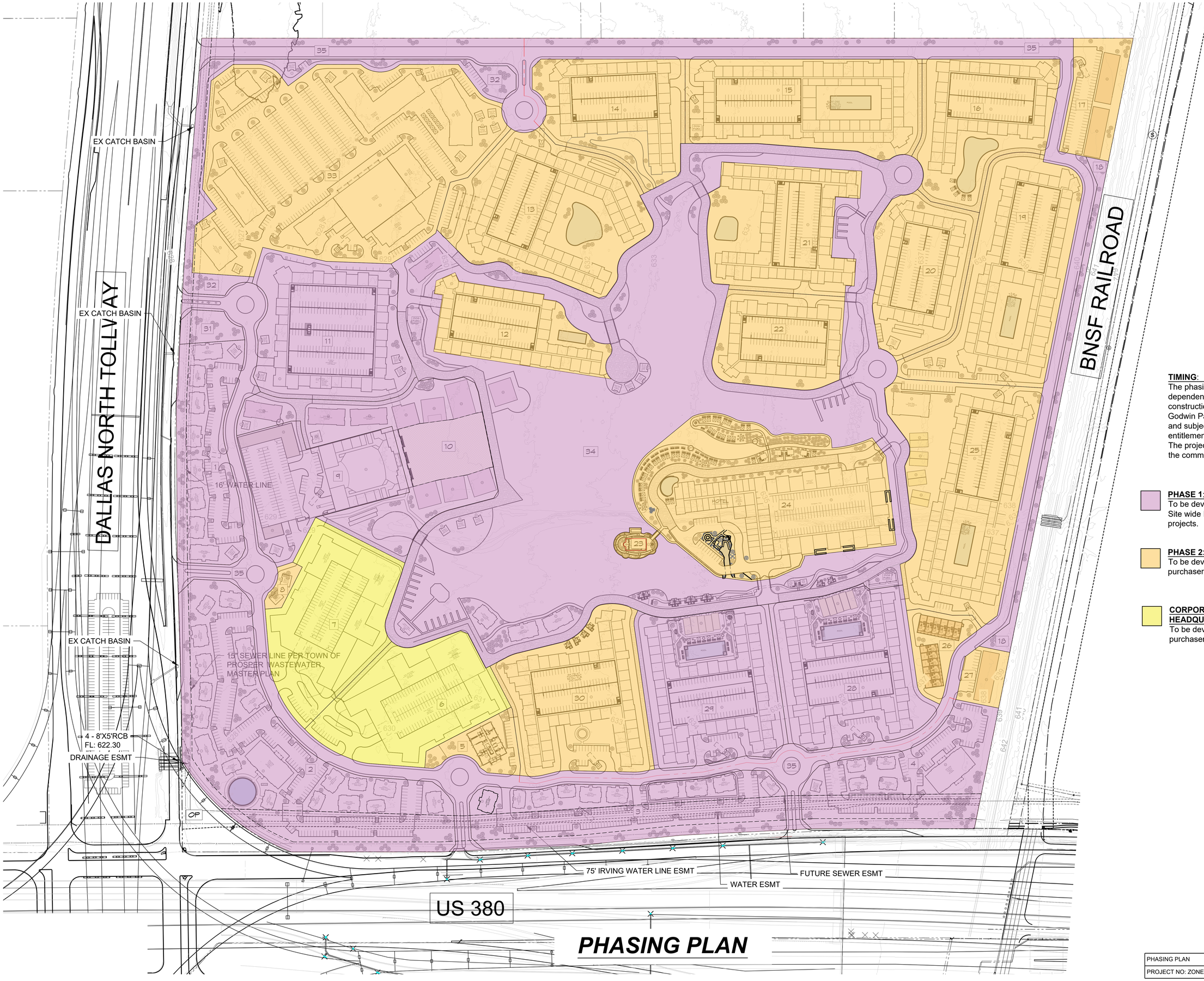
Conceptual Development Plan

OWNER: GODWIN INVESTMENTS, LTD.
MR. DONALD E. GODWIN
10348 STRAIT LANE
DALLAS, TX 75229
214-638-6813

APPLICANT: BLACKSTONE COMMUNITIES
MR. JEFFORY D. BLACKARD
401 ADRIATIC PKWY.
McKINNEY, TX 75072
214-914-1695

THE MARCO

CONCEPTUAL PLAN	142.996 ACRES	EXHIBIT-D
PROJECT NO: ZONE-26-0009	DRAWN BY: GKD	July 23, 2026



PHASING PLAN

TIMING:
The phasing and development of this project is dependent upon market conditions and the construction of the Dallas North Tollway and Godwin Parkway. This schedule is conceptual and subject to change based on permitting, entitlements, and market conditions.
The project is expected to take 5-7 years from the commencement of construction to complete.

PHASE 1:
To be developed to begin the project. Site wide Infrastructure and initial projects.

PHASE 2:
To be developed as directed by pad purchasers.

CORPORATE OFFICE/ HEADQUARTERS:
To be developed as directed by pad purchasers.

0 50 100 150 200
GRAPHIC SCALE IN FEET
SCALE: 1" = 100'-0"

OWNER: GODWIN INVESTMENTS, LTD.
MR. DONALD E. GODWIN
10348 STRAIT LANE
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214-638-6813

APPLICANT: BLACKSTONE COMMUNITIES
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THE MARCO

PHASING PLAN	142.996 ACRES	EXHIBIT-E
PROJECT NO: ZONE-26-0009	DRAWN BY: GKD	July 23, 2026

THE MARCO

Planned Development District

EXHIBIT G

Landscape Plan and Plant List

Exhibit G — Landscape Plan and Plant List

This Exhibit is the Landscape Plan for The Marco Planned Development District. It establishes the landscape framework for the District and the approved plant palette referenced in §C-7.2. Detailed landscape plans for each site or phase shall be prepared by a landscape architect licensed in the State of Texas and shall be submitted with the corresponding Site Plan or Final Plat in accordance with UDC §2.08.C.

G-1. Intent

Landscape is a primary element of the District's character. Canopy streets, cypress verticals, planted water's edges, and the potted and climbing plantings of its piazzas and courtyards together establish the Mediterranean village character described in the Statement of Intent. The palette in this Exhibit is drawn predominantly from the Town's approved plant materials (UDC §2.08.G) — native and drought-tolerant species suited to North Texas — supplemented with species suited to the lagoon and canal margins and to the District's village character.

G-2. Landscape Framework

(a) Tollway and highway frontage. A landscaped edge not less than 30 feet in width shall be provided along the Dallas North Tollway and U.S. Highway 380 in accordance with DNT §10.1 and §C-7.2(a), planted with canopy trees, shrub screening, and earthen berms.

(b) Thoroughfare edges and street trees. Landscaped edges along other thoroughfares shall be provided in accordance with DNT §10.2. Within the village, street trees shall be planted at regular intervals along drives and pedestrian ways, and may be clustered or aligned in allées to frame view corridors, landmark buildings, and gateways.

(c) The Passeggiata. The Passeggiata shall be planted with shade trees, ornamental understory, and container plantings appropriate to a continuous public promenade.

(d) Lagoon and canal margins. Riparian and aquatic-margin species shall be used at the water's edge to stabilize banks and soften bulkheads and canal walls, except where a hard architectural edge is integral to the design of the canal or basin.

(e) Piazzas, courtyards, and containers. Plazas, courtyards, balconies, and storefront frontages shall incorporate container plantings, climbing vines on pergolas, arbors, and facades, and other fine-grain plantings that give the village its inhabited character.

(f) Parks and greens. Parks and greens shall combine canopy shade, turf, and ornamental planting.

(g) Perimeter adjacency. Where the District adjoins off-site single-family zoning, buffer planting shall include evergreen content sufficient to provide year-round screening.

(h) Irrigation and maintenance. All landscaped areas shall be irrigated and maintained in accordance with §C-7.2(e) and UDC §2.08.D.

G-3. General Provisions

(a) The plant schedule in §G-4 constitutes the approved plant list for the District for purposes of UDC §2.08.

(b) Plant material shall meet the minimum sizes and installation standards of UDC §2.08 at the time of planting, except as modified by Exhibit C.

(c) Additional species, and substitutions of listed species, may be approved by the Director of Development Services.

(d) No single tree species shall exceed 45 percent of the required tree plantings within any Planning Area.

(e) Artificial turf may be used in nonresidential areas upon Town staff approval in accordance with UDC §2.08.G.1.

G-4. Plant Schedule

Canopy Trees

The shade structure of the District — street trees, allées, park groves, and the Tollway edge. Broad crowns over walkable streets.

Common Name	Botanical Name
Live Oak (evergreen)	*Quercus virginiana*
Cedar Elm	*Ulmus crassifolia*
Chinquapin Oak	*Quercus muehlenbergii*
Bur Oak	*Quercus macrocarpa*
Shumard Oak	*Quercus shumardii*
Texas Red Oak	*Quercus buckleyi*
Lacebark Elm	*Ulmus parvifolia*
American Elm	*Ulmus americana*
Bald Cypress	*Taxodium distichum*
Montezuma Cypress	*Taxodium mucronatum*
Pecan	*Carya illinoinensis*
Southern Magnolia (evergreen)	*Magnolia grandiflora*
Caddo Maple	*Acer saccharum 'Caddo'*
Bigtooth Maple	*Acer grandidentatum*
Texas Ash	*Fraxinus texensis*

Evergreen and Vertical Accent Trees

The vertical silhouette of the village — the slender evergreen forms that flank towers, gateways, courtyards, and the campanili, and provide year-round screening.

Common Name	Botanical Name
Eastern Red Cedar, including upright cultivars 'Taylor', 'Brodie', and 'Burkii'	*Juniperus virginiana*
Italian Cypress	*Cupressus sempervirens*
Arizona Cypress	*Cupressus arizonica*
Afghan Pine	*Pinus eldarica*
Blue Point Juniper	*Juniperus chinensis 'Blue Point'*
Hollywood Juniper	*Juniperus chinensis 'Torulosa'*

Ornamental Trees

Flowering and small-stature trees for plazas, courtyards, garden walls, and understory planting.

Common Name	Botanical Name
Crepe Myrtle (tree form)	*Lagerstroemia indica*
Vitex (Chaste Tree)	*Vitex agnus-castus*
Desert Willow	*Chilopsis linearis*
Mexican Plum	*Prunus mexicana*
Texas Redbud	*Cercis canadensis var. texensis*
Yaupon Holly (tree form, evergreen)	*Ilex vomitoria*
Possumhaw Holly	*Ilex decidua*
Texas Persimmon	*Diospyros texana*
Mexican Buckeye	*Ungnadia speciosa*
Eve's Necklace	*Styphnolobium affine*
Roughleaf Dogwood	*Cornus drummondii*
Pomegranate	*Punica granatum*
Wax Myrtle	*Morella cerifera*
Mission Olive	*Olea europaea 'Mission'*

Palms

Accent palms for the waterfront and select courtyard settings.

Common Name	Botanical Name
Texas Sabal Palm	*Sabal mexicana*
Windmill Palm	*Trachycarpus fortunei*
Dwarf Palmetto	*Sabal minor*

Shrubs and Hedges

Evergreen structure, hedging, screening, and foundation planting.

Common Name	Botanical Name
Dwarf Yaupon Holly	*Ilex vomitoria 'Nana'*
Dwarf Wax Myrtle	*Morella cerifera var. pumila*

Common Name	Botanical Name
Texas Sage, incl. compact cultivars	*Leucophyllum frutescens*
Glossy Abelia, incl. dwarf cultivars	*Abelia × grandiflora*
Nellie R. Stevens Holly	*Ilex × 'Nellie R. Stevens'*
Burford Holly, incl. dwarf cultivars	*Ilex cornuta 'Burfordii'*
Indian Hawthorn	*Rhaphiolepis indica*
Italian Jasmine	*Jasminum humile*
Rosemary	*Salvia rosmarinus*
Red Yucca	*Hesperaloe parviflora*
Softleaf Yucca	*Yucca recurvifolia*
Sotol	*Dasylirion texanum*
Century Plant and related agaves	*Agave spp.*
Agarita	*Mahonia trifoliolata*
American Beautyberry	*Callicarpa americana*
Cleyera	*Ternstroemia gymnanthera*
Oakleaf Hydrangea	*Hydrangea quercifolia*
Leatherleaf Mahonia	*Mahonia bealei*
Coralberry	*Symphoricarpos orbiculatus*
Dwarf Pomegranate	*Punica granatum 'Nana'*

Ornamental Grasses

Massed and drifted plantings for open space, swales, and the Tollway edge.

Common Name	Botanical Name
Lindheimer's Muhly	*Muhlenbergia lindheimeri*
Gulf Muhly (Autumn Blush)	*Muhlenbergia capillaris*
Little Bluestem	*Schizachyrium scoparium*
Sideoats Grama	*Bouteloua curtipendula*
Blue Grama	*Bouteloua gracilis*
Inland Sea-Oats	*Chasmanthium latifolium*
Feather Reed Grass	*Calamagrostis × acutiflora 'Karl Foerster'*
Maiden Grass, incl. dwarf cultivars	*Miscanthus sinensis*
Mexican Feathergrass	*Nassella tenuissima*

Groundcovers

Living cover for planting beds, tree wells, and terraced gardens.

Common Name	Botanical Name
Asiatic Jasmine	*Trachelospermum asiaticum*
Liriope (Lily Turf)	*Liriope muscari*
Mondo Grass	*Ophiopogon japonicus*

Common Name	Botanical Name
Santolina (Lavender Cotton)	*Santolina chamaecyparissus*
Hardy Plumbago	*Ceratostigma plumbaginoides*
Pigeonberry	*Rivina humilis*
Trailing Rosemary	*Salvia rosmarinus 'Prostratus'*
Trailing Lantana	*Lantana montevidensis*
Pink Skullcap	*Scutellaria suffrutescens*
Sedum species	*Sedum spp.*
Creeping Thyme	*Thymus spp.*
Snake Herb	*Dyschoriste linearis*

Vines and Climbers

Planting for pergolas, arbors, trellises, garden walls, and building facades — the climbing green layer of the village.

Common Name	Botanical Name
Crossvine	*Bignonia capreolata*
Star (Confederate) Jasmine	*Trachelospermum jasminoides*
Evergreen Wisteria	*Millettia reticulata*
Fig Ivy	*Ficus pumila*
Trumpet Vine	*Campsis radicans*

Perennials and Container Plantings

Seasonal color for piazzas, balconies, window boxes, and terracotta containers; species noted "container" are for pots and raised planters.

Common Name	Botanical Name
Autumn Sage and related salvias	*Salvia greggii; Salvia spp.*
Lantana	*Lantana spp.*
Turk's Cap	*Malvaviscus arboreus var. drummondii*
Blackfoot Daisy	*Melampodium leucanthum*
Rock Rose (Pavonia)	*Pavonia lasiopetala*
Penstemon species	*Penstemon spp.*
Black-Eyed Susan	*Rudbeckia spp.*
Dwarf Ruellia	*Ruellia simplex 'Katie'*
Bougainvillea (container)	*Bougainvillea spp.*
Geranium (container)	*Pelargonium spp.*
Esperanza (container)	*Tecoma stans*
Tropical Hibiscus (container)	*Hibiscus rosa-sinensis*
Plumeria (container)	*Plumeria spp.*

Lagoon and Canal Margins

Riparian and aquatic-margin species for the water's edge — bank stabilization, planted margins, and the softening of bulkheads and canal walls.

Common Name	Botanical Name
Bald Cypress	*Taxodium distichum*
Montezuma Cypress	*Taxodium mucronatum*
Buttonbush	*Cephalanthus occidentalis*
Pickerelweed	*Pontederia cordata*
Louisiana Iris hybrids	*Iris spp. (Louisiana hybrids)*
Soft Rush	*Juncus effusus*
Horsetail Reed (contained planters only)	*Equisetum hyemale*
Inland Sea-Oats	*Chasmanthium latifolium*
Bushy Bluestem	*Andropogon glomeratus*
Eastern Gamagrass	*Tripsacum dactyloides*

Turf

Lawn areas within parks, greens, and open space.

Common Name	Botanical Name
Common Bermudagrass and hybrid cultivars	*Cynodon dactylon*
Buffalograss	*Bouteloua dactyloides*
Zoysiagrass	*Zoysia spp.*



THE MARCO · PLANNED DEVELOPMENT · PROSPER, TEXAS

Exhibit F

Conceptual Elevations

Illustrates the architectural character, massing, and material palette of representative buildings, and supports building design under C-8 together with the Development Agreement.

NORTHEAST CORNER, DALLAS NORTH TOLLWAY & U.S. HIGHWAY 380 · JULY 2026

REPRESENTATIVE BUILDING · 01



The Canal District

Pedestrian quays step down to the water on either side of a navigable canal, crossed by a low stone footbridge and worked by the village water taxi. Four- and five-story facades in ochre and terracotta stucco rise directly from the quay in the Venetian manner — a defined masonry base, a tall shuttered body, and a deep bracketed cornice — so that the water, not the street, becomes the room.

REPRESENTATIVE BUILDING · 02



The Hotel

A landmark massing anchored by a campanile marks the hotel on the lagoon, its arcaded ground floor opening to a waterfront terrace and beach club. The building reads as a composition of distinct elements — tower, primary block, and stepped garden wings — rather than a single slab, and its palette of warm stucco and stone sets the standard for the district's hospitality core.

REPRESENTATIVE BUILDING · 03



The Retail Promenade

A cobbled pedestrian street is framed by continuous ground-floor storefronts beneath arcades and awnings, the shaded colonnade drawing the eye down the block. Two- and three-story mixed-use buildings hold a consistent street wall while varying in color, bay, and detail, so the promenade reads as many hands rather than one.

REPRESENTATIVE BUILDING · 04



The Office Condominiums

Boutique office buildings take the form of stone-and-stucco palazzi, their upper floors carried on a rusticated base with loggias and deep-set windows that give daytime workplaces the grain of a residential quarter. Rooflines vary in height and pitch so the office blocks join the village skyline rather than interrupt it.

The following studies illustrate the intended character of the public realm — its streets, squares, water, and building fronts — in the sequence a visitor moves through the village, from arrival to the evening waterfront.



ARRIVAL & GATEWAY

An arrival piazza organized around a central fountain and framed by cypress, giving the district a formal point of entry. The campanile beyond fixes the skyline and orients the visitor from the first moment.



WATER, CANALS & LAGOON

The lagoon promenade in daylight: a broad stone walk holds the water's edge while an arcaded frontage shades the shops behind. The open water gives the district its central view and its recreational spine.



WATER, CANALS & LAGOON

A secondary canal lined with residential palazzi and moored boats at the quay. Buildings meet the water without setback, their reflections doubling the height and color of the street wall.



WATER, CANALS & LAGOON

The canals at night, worked by a flat-bottomed boat beneath a chapel and strung lights. Evening reveals the intended character of the water district — quiet, lantern-lit, and walkable.



WATER, CANALS & LAGOON

A framed view through a sotoportego — the covered passage cut beneath a building — from the street to the lagoon and its fountain. Passages of this kind thread the block interiors to the water.



STREETS, ARCADES & STOREFRONTS

A civic loggia: a two-story arcade of stone piers sheltering a ground-floor market hall, its upper gallery glazed and lit. The type gives the village a covered public room at the heart of the retail core.



STREETS, ARCADES & STOREFRONTS

A storefront under the arcade — here a barber's shop — showing the intended grain of retail tenancy: individual signs, warm interiors, and glazed shopfronts held within a continuous masonry frame.



STREETS, ARCADES & STOREFRONTS

The retail street in use, with market stalls and awnings spilling from the storefronts and foot traffic held by a consistent two-story street wall. Transparency and frequent entrances keep the ground floor active.



STREETS, ARCADES & STOREFRONTS

A promenade at dusk, paved in stone and lit by a single lamp standard, terminating at the water. Ground-floor arcades and a disciplined cornice line carry the eye toward the lagoon.



STREETS, ARCADES & STOREFRONTS

A cobbled lane falls to the water's edge, ending at a boat landing with the campanile answering from across the lagoon. The grade change and the terminated view are the incident the street network is meant to produce.



CIVIC & GATHERING

The principal square at civic scale, its paving meeting the water so that piazza and lagoon read as one gathering space. The composition is built for events — the district's outdoor room.



CIVIC & GATHERING

The performing arts venue anchoring the square, its lit facade and campanile presiding over an evening crowd. The building is the cultural keystone the plan places at the center of the public realm.



CIVIC & GATHERING

A smaller neighborhood piazza with a fountain and arcaded edges, scaled for daily use rather than spectacle. Squares of this size distribute public life through the district between the larger civic rooms.



DINING & EVENING LIFE

Cafe dining under flowered balconies, tables held in the shade of the buildings around a working fountain. The ground floor gives directly onto the square, blurring the line between building and piazza.



DINING & EVENING LIFE

The restaurant row at night, tables lining the quay the length of the lagoon. Lit interiors and a continuous edge of dining turn the waterfront into the district's evening destination.

Character & Materials

Across every building type, the district holds to a single Adriatic–Veneto vocabulary. Walls are load-bearing in expression: a rusticated stone or heavy-stucco base carries a taller body of smooth ochre, terracotta, and sand-toned stucco, closed by a deep bracketed cornice and low-pitched clay tile roofs. Openings are vertical and deeply set, ordered by shutters, iron balconies, and — at the ground floor — arcades, loggias, and glazed shopfronts. Campanili and belvedere towers punctuate the skyline at the civic and hospitality anchors, giving the village its orientation points.

Massing follows the same discipline the written standards require: a legible base, body, and cap; frequent offsets and varied rooflines that let larger buildings read as a composition of smaller ones; and active, transparent ground floors along the promenades and the water. These images illustrate the intended character and quality of the built environment. The governing form standards are set in Section B-8, and the material and craft standards are carried forward in the Development Agreement.

MATERIAL PALETTE

- Ochre, terracotta & sand stucco
- Low-pitched clay tile roofs
- Wrought-iron balconies & lanterns
- Campanili & belvedere towers
- Rusticated stone base
- Bracketed timber cornices
- Arcades, loggias & colonnades
- Stone quays & cobbled paving



PASSEGGIATA: The continuous promenade located at the edge of the lagoon.	211,824 s.f.	4.86 ac
GREEN SPACE: Landscaped areas to count towards the Open Space Calculation.	360,814 s.f.	8.28 ac
LAGOON & CANALS: Water surface to count towards the Open Space Calculation.	675,670 s.f.	15.51 ac
TOTALS:	1,248,309 s.f.	28.66 ac

0 50 100 150 200

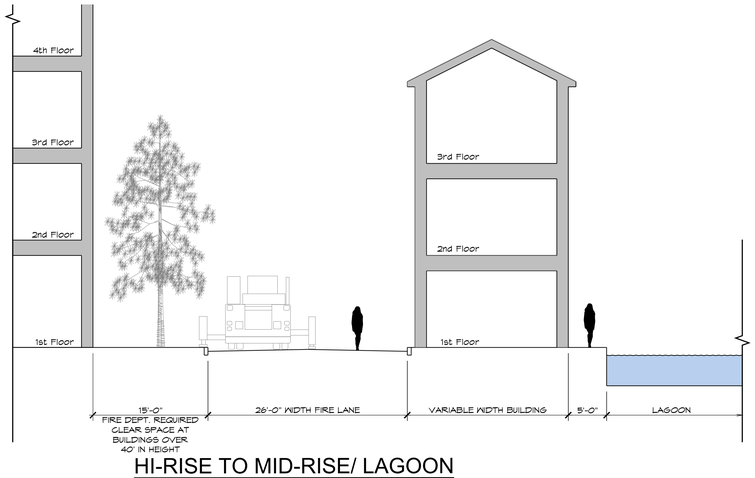
GRAPHIC SCALE IN FEET
SCALE: 1" = 100'-0"

OWNER: GODWIN INVESTMENTS, LTD.
MR. DONALD E. GODWIN
10348 STRAIT LANE
DALLAS, TX 75229
214-638-6813

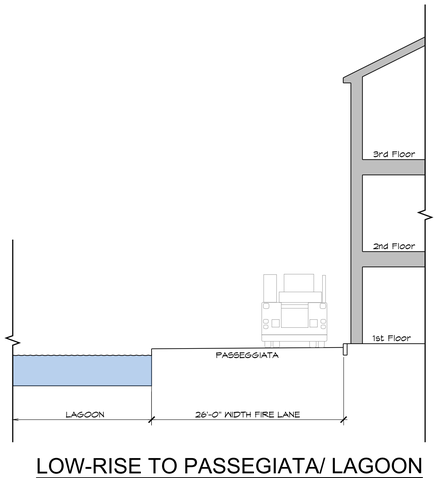
APPLICANT: BLACKSTONE COMMUNITIES
MR. JEFFORY D. BLACKARD
401 ADRIATIC PKWY.
McKINNEY, TX 75072
214-914-1695

THE MARCO

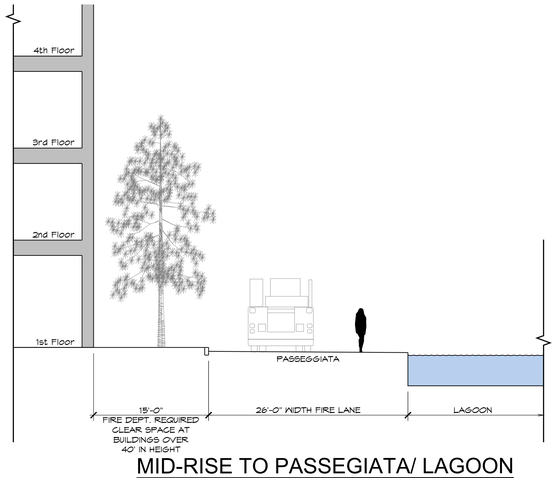
OPEN SPACE PLAN	142.996 ACRES	EXHIBIT-H
PROJECT NO: ZONE-26-0009	DRAWN BY: GKD	July 23, 2026



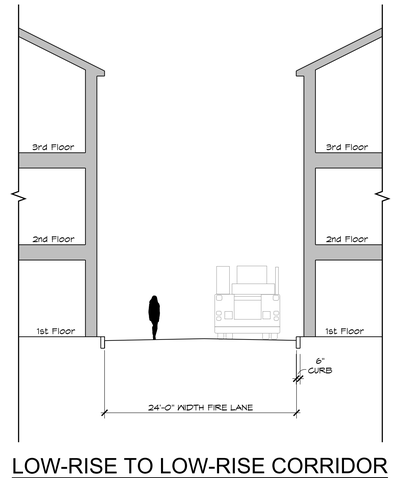
HI-RISE TO MID-RISE/ LAGOON



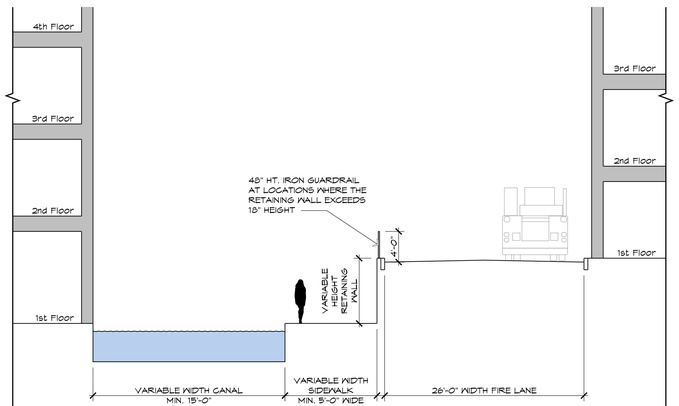
LOW-RISE TO PASSEGIATA/ LAGOON



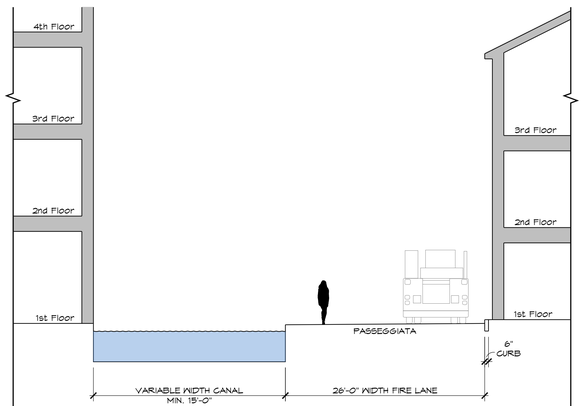
MID-RISE TO PASSEGIATA/ LAGOON



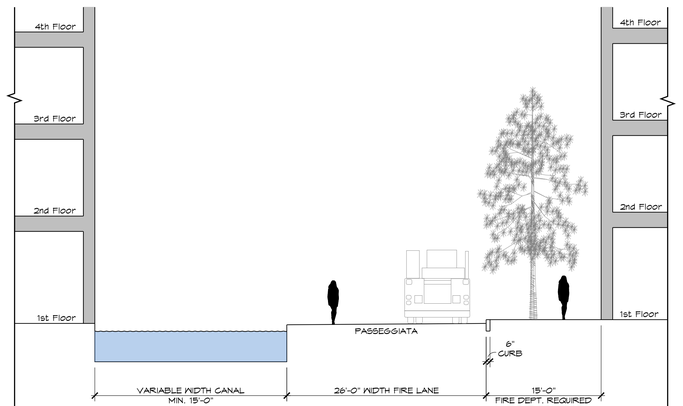
LOW-RISE TO LOW-RISE CORRIDOR



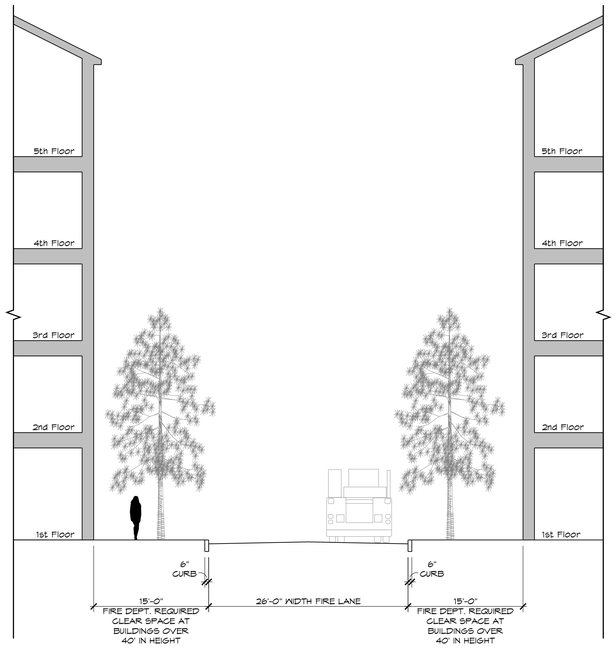
MID-RISE TO LOW-RISE W/ LOWER SIDEWALK



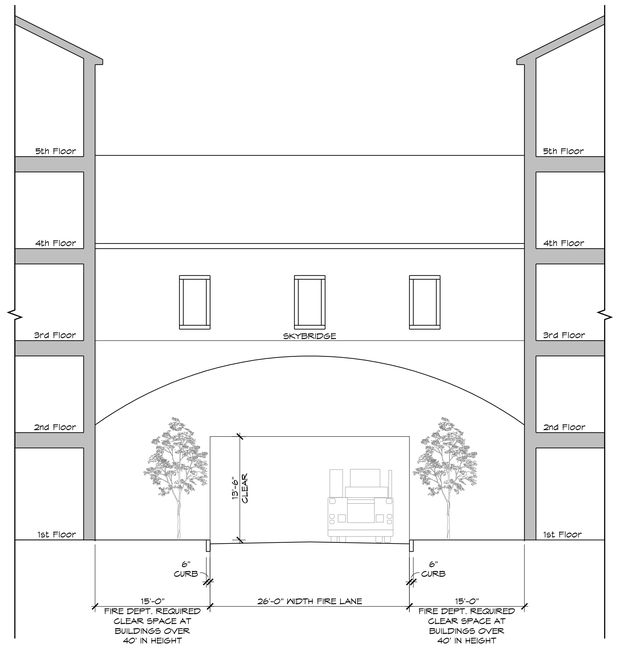
MID-RISE TO LOW-RISE AT PASSEGIATA



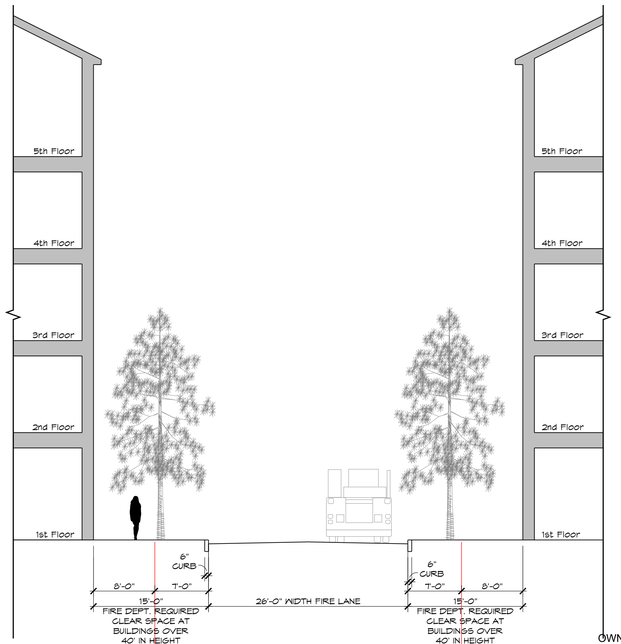
MID-RISE TO MID-RISE AT PASSEGIATA



MID-RISE TO MID-RISE CORRIDOR



SKYBRIDGE



TYP. R.O.W.

THOROUGHFARE AND STREET SECTIONS

OWNER: GODWIN INVESTMENTS, LTD.
10348 STRAIT LANE
DALLAS, TX 75229
214-638-6813

APPLICANT: BLACKSTONE COMMUNITIES
401 ADRIATIC PKWY.
McKINNEY, TX 75072
214-914-1695

THE MARCO

THOROUGHFARE AND STREET SECTIONS	142.996 ACRES	EX-K
PROJECT NO: ZONE-26-0009	DRAWN BY: GKD	July 23, 2026



Building Heights

AREA A:
14 stories / 190 ft

AREA B:
8 stories / 160 ft

PERIMETER:
Within 75 ft of off-site single-family-zoned property: 2 stories / 40 ft; thereafter 1 ft of additional setback per 1 ft of height above 40 ft

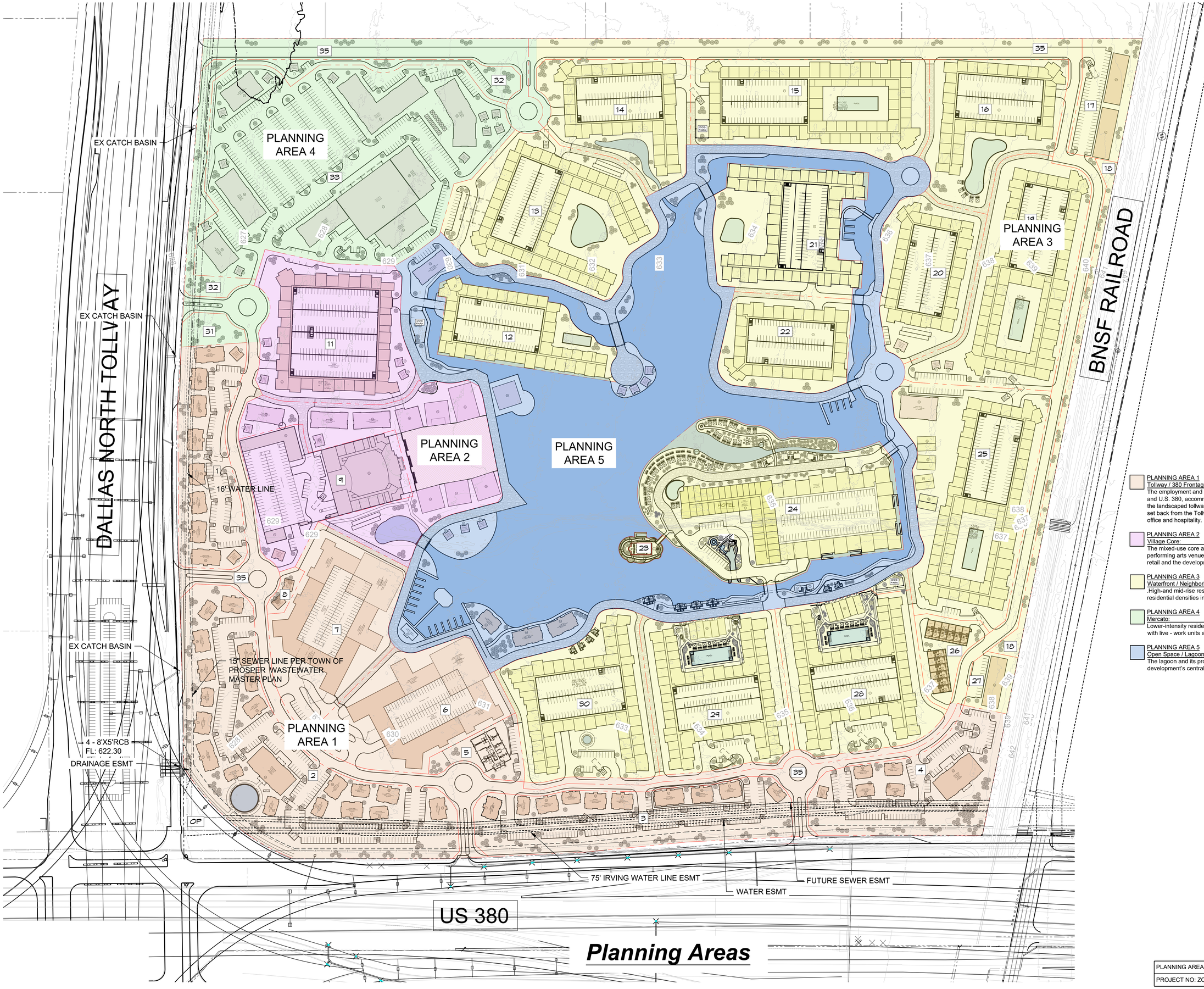
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THE MARCO

BUILDING HEIGHTS PLAN	142.996 ACRES	EXHIBIT-J
PROJECT NO: ZONE-26-0009	DRAWN BY: GKD	July 23, 2026



Planning Areas

PLANNING AREA 1
Tollway / 380 Frontage 1,250,962 S.F. 28.7 Acres 20%
The employment and hospitality frontage along the Dallas North Tollway and U.S. 380, accommodating office, a hotel, and structured parking, with the landscaped tollway edge required by the DNT Standards. Multifamily is set back from the Tollway frontage under B-5.2, reserving the frontage for office and hospitality.

PLANNING AREA 2
Village Core: 487,694 S.F. 11.2 Acres 8%
The mixed-use core at the lagoon, containing the public square, the performing arts venue, a hotel, canals, and a passeggiata, with ground-floor retail and the development's tallest building and tower elements.

PLANNING AREA 3
Waterfront / Neighborhood: 2,776,096 S.F. 63.7 Acres 45%
High-and mid-rise residential addressing the lagoon, at the highest residential densities in the development.

PLANNING AREA 4
Mercato: 643,543 S.F. 14.8 Acres 10%
Lower-intensity residential comprising villas, townhomes, and flats, together with live - work units and neighborhood-serving retail.

PLANNING AREA 5
Open Space / Lagoon: 1,061,214 S.F. 24.4 Acres 17%
The lagoon and its promenade, canals, and perimeter trail, serving as the development's central open space and as regional stormwater detention.

0 50 100 150 200
GRAPHIC SCALE IN FEET
SCALE: 1" = 100'-0"

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THE MARCO

PLANNING AREAS	142.996 ACRES	EXHIBIT-M
PROJECT NO: ZONE-26-0009	DRAWN BY: GKD	July 23, 2026

The Marco

Overview:

The Marco brings a bit of Italy to Prosper with a lagoon at its core serving as regional stormwater detention and flowing from it are navigable canals.

Along the Dallas North Tollway and University Drive, high-rise and mid-rise buildings will house office, retail and hospitality uses. The design features a public square, performing arts venue, hotel, and ground floor retail at the core of the development and along the water.

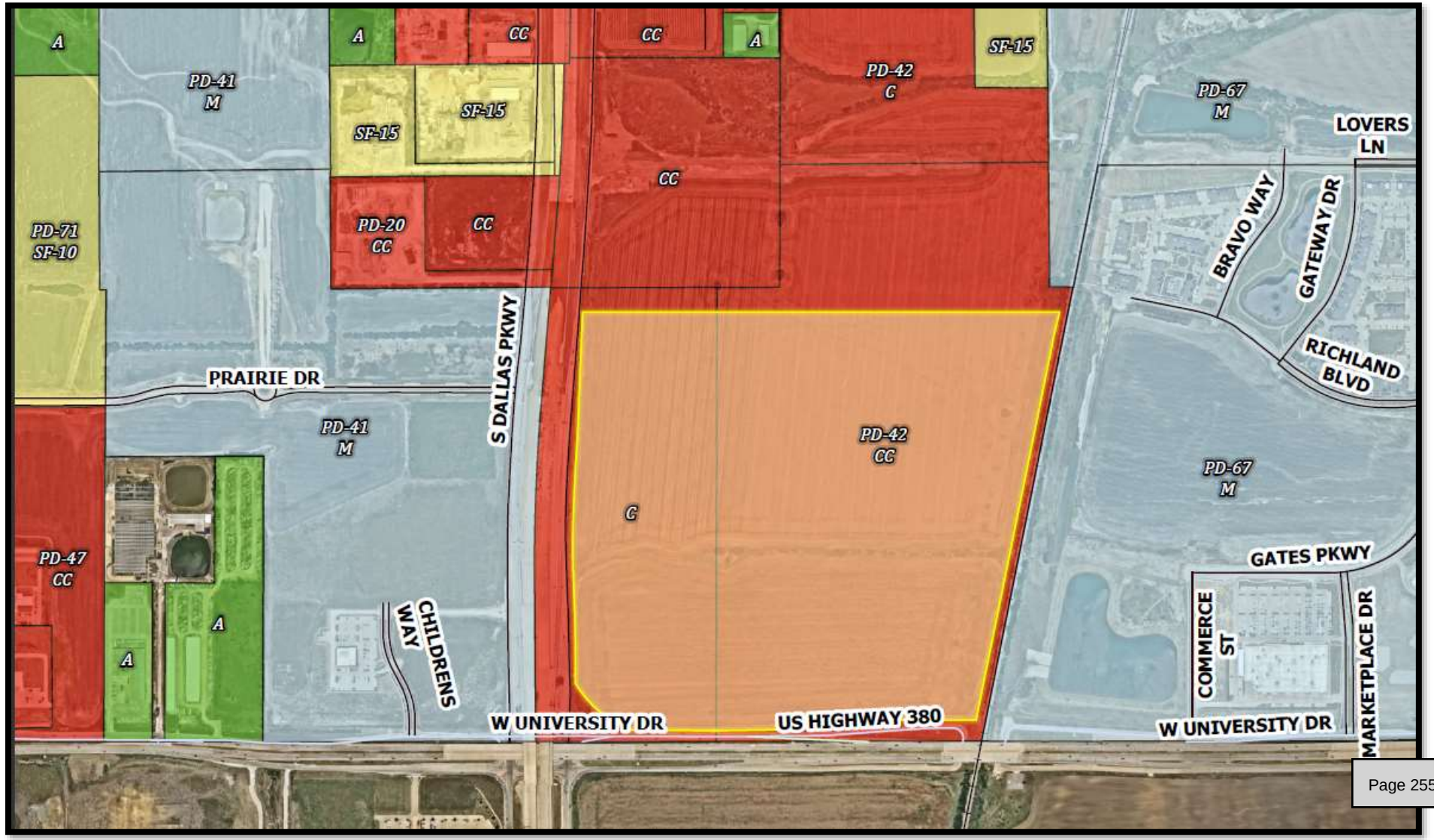
Residential components will include multifamily and condominium structures, lower-intensity neighborhood of villas, townhomes, flats, and an age-restricted enclave.

It is anticipated that the development will be able to provide one million square feet of office space, up to two hotels, a performing arts venue, a grocer and market hall, village retail and services, and a premium mixed residential population.

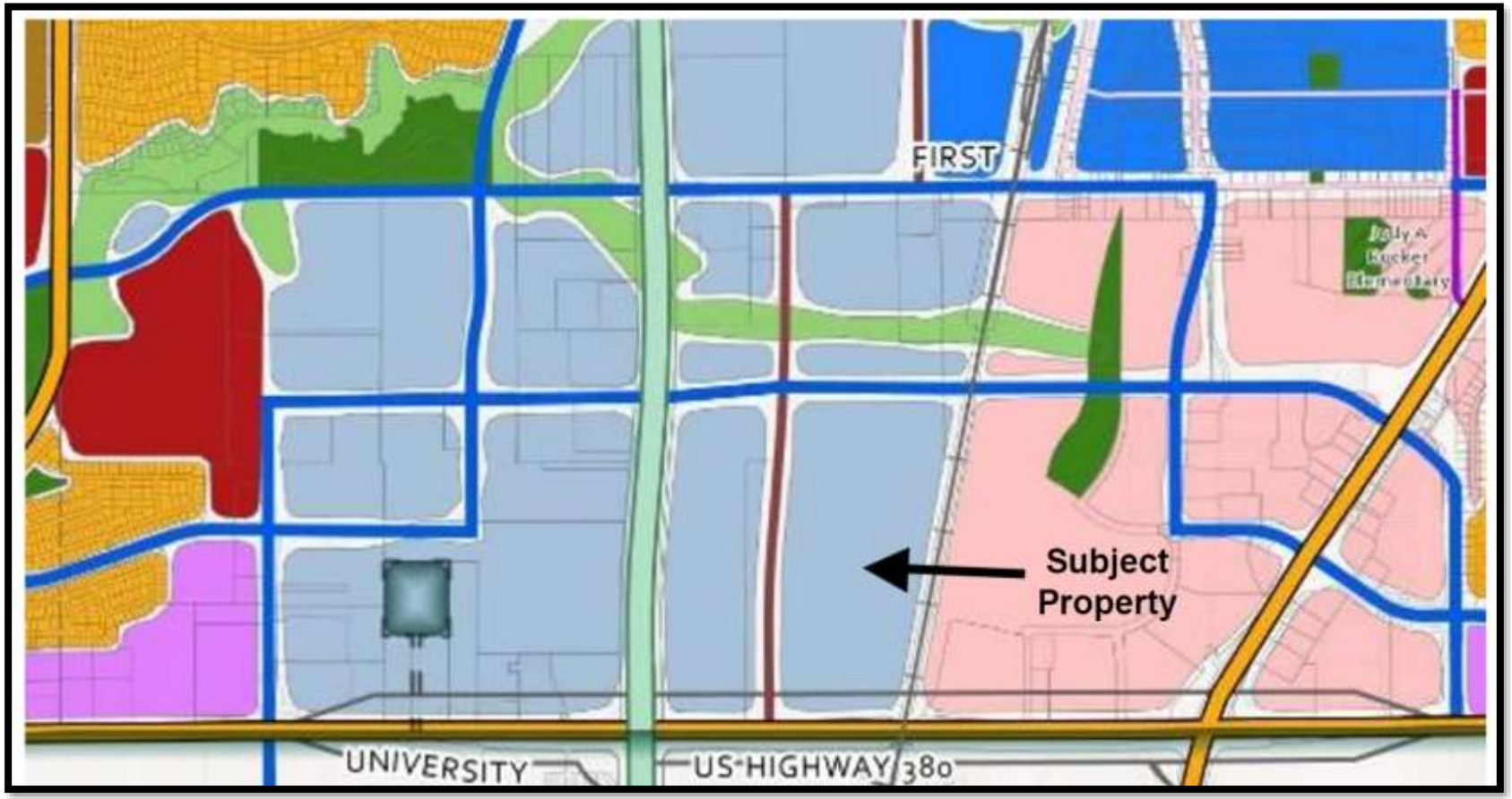
Aerial View


J E WEEMS BLVD
BUSINESS PARK DR
PECAN ST
LUNA ST
NOVA ST
ORION DR
LOVERS LN
BRAVO WAY
GATEWAY DR
RICHLAND BLVD
S COLEMAN ST
S DALLAS PKWY
PRAIRIE DR
MAHARD PKWY
CHILDRENS WAY
W UNIVERSITY DR
GATES PKWY
COMMERCE ST
MARKETPLACE DR
S PRESTON RD
W UNIVERSITY DR

Zoning Map


A
PD-41
M
A
CC
CC
A
PD-42
C
SF-15
PD-67
M
LOVERS
LN
SF-15
SF-15
CC
PD-71
SF-10
PD-20
CC
CC
BRAVO WAY
GATEWAY DR
RICHLAND
BLVD
S DALLAS PKWY
PRAIRIE DR
PD-41
M
PD-42
CC
C
PD-67
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PD-47
CC
A
A
CHILDRENS
WAY
GATES PKWY
COMMERCE
ST
MARKETPLACE DR
W UNIVERSITY DR
US HIGHWAY 380
W UNIVERSITY DR

Future Land Use Plan



- Dallas North Tollway, Dedicated Truck Route
- 6 Lane Divided
- 4 Lane Divided
- Commercial Collector
- 3 Lane Undivided Couplet
- Access Roads
- Old Town Roads

- Low Density Residential
- Medium Density Residential
- High Density Residential
- Retail & Neighborhood Services
- Business Park
- Old Town District
- Town Center

- Dallas North Tollway District
- US Highway 380 District
- Parks
- Floodplain
- School District Properties
- Town Limits
- ETJ

Conceptual Development Plan

LEGEND	
1	OFFICE CONDOS
2	OFFICE CONDOS
3	OFFICE CONDOS
4	OFFICE CONDOS
5	PRE-SCHOOL
6	CORPORATE HEADQUARTERS
7	CORPORATE HEADQUARTERS
8	OFFICE
9	THE PHOENIX - PERFORMING ARTS CENTER
10	PLAZA
11	RETAIL
12	MULTIFAMILY OVER FITNESS CENTER
13	MULTIFAMILY- AGE RESTRICTED
14	MULTIFAMILY
15	MULTIFAMILY
16	MULTIFAMILY
17	LUXURY GARAGE FACILITY
18	COMMON AREA- OPEN SPACE
19	MULTIFAMILY
20	MULTIFAMILY
21	LUXURY MULTIFAMILY
22	LUXURY MULTIFAMILY
23	ISLAND CHAPEL
24	LUXURY HOTEL WITH CONDOS
25	MULTIFAMILY
26	TOWNHOMES
27	LUXURY GARAGE FACILITY
28	MULTIFAMILY
29	LUXURY MULTIFAMILY
30	MULTIFAMILY
31	COMMON AREA- OPEN SPACE
32	COMMON AREA- OPEN SPACE
33	RETAIL
34	LAGOON- OPEN SPACE
35	RIGHT OF WAY



Phasing Plan

TIMING:

The phasing and development of this project is dependent upon market conditions and the construction of the Dallas North Tollway and Godwin Parkway. This schedule is conceptual and subject to change based on permitting, entitlements, and market conditions.

The project is expected to take 5-7 years from the commencement of construction to complete.

PHASE 1:
To be developed to begin the project. Site wide Infrastructure and initial projects.

PHASE 2:
To be developed as directed by pad purchasers.

CORPORATE OFFICE/ HEADQUARTERS:
To be developed as directed by pad purchasers.



Planning Areas

Planning Area	Name	Base Zoning	Acres (+/-)	Primary Program	%
PA-1	Tollway/ 380 Frontage	Commercial	24.5	Office, corporate campus, structured parking	17
PA-2	Village Core	Commercial	11.2	Mixed-Use; Lagoon, square, performing arts venue, hotel retail	8
PA-3	Waterfront/ Neighbor-hood	Multifamily	59.5	High- and mid-rise residential at the Lagoon	41
PA-4	Mercato	Multifamily	12.3	Retail-forward market square with surrounding residential	9
PA-5	Open Space/ Lagoon	Commercial	24.4	Lagoon, Passeggiata, trails, regional detention	17



Maximum Dwelling Units by Type

- Mid-Rise Flats are limited to 2,500 units
- High-Rise Residential (condominium or multifamily, more than five stories) are limited to 400 units.
- Retirement / Age-Restricted Housing is limited to 500 units.
- Villas, Townhomes, Cottages, Court Homes, and Live-Work Units are together limited to 1,000 units.
- The maximums stated for residential types other than Mid-Rise Flats may be adjusted among those types at Preliminary Site Plan, provided that Mid-Rise Flats do not exceed 2,500 units and the total number of dwelling units on the Property does not exceed 4,400 units.
- A maximum of two hotels is permitted.

Residential Building Type Standards

Type	Min. lot	Min. width	Max. height	Min. unit	Notes
Villa, detached	2,500 SF	35 ft	3 stories	1,200 SF	Private yard ≥ 200 SF
Villa, attached	1,800 SF	24 ft	3 stories	1,000 SF	
Townhome	1,400 SF	20 ft	3 stories	900 SF	3-6 units per building
Cottage	800 SF	15 ft	2 stories	400 SF	
Court Home	1,800 SF	24 ft	3 stories	1,000 SF	Not more than 2 units per building; shared court
Mid-Rise Flat	—	—	5 stories	500 SF	
High-Rise Residential	—	—	Per C-5.1	500 SF	

Unit-mix limits: studio and one-bedroom dwellings shall not exceed 70% and three-bedroom dwellings shall not exceed 10% of total dwellings.

Open Space

	PASSEGGIATA: The continuous promenade located at the edge of the lagoon.	211,824 s.f.	4.86 ac
	GREEN SPACE: Landscaped areas to count towards the Open Space Calculation.	360,814 s.f.	8.28 ac
	LAGOON & CANALS: Water surface to count towards the Open Space Calculation.	675,670 s.f.	15.51 ac
		TOTALS: 1,248,309 s.f.	28.66 ac



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The Canal District



The Hotel


The Retail Promenade


The Office Condominiums



ARRIVAL & GATEWAY

An arrival piazza organized around a central fountain and framed by cypress, giving the district a formal point of entry. The campanile beyond fixes the skyline and orients the visitor from the first moment.



WATER, CANALS & LAGOON

The lagoon promenade in daylight: a broad stone walk holds the water's edge while an arcaded frontage shades the shops behind. The open water gives the district its central view and its recreational spine.



WATER, CANALS & LAGOON



WATER, CANALS & LAGOON



STREETS, ARCADES & STOREFRONTS

A civic loggia: a two-story arcade of stone piers sheltering a ground-floor market hall, its upper gallery glazed and lit. The type gives the village a covered public room at the heart of the retail core.



STREETS, ARCADES & STOREFRONTS

A storefront under the arcade — here a barber's shop — showing the intended grain of retail tenancy: individual signs, warm interiors, and glazed shopfronts held within a continuous masonry frame.



STREETS, ARCADES & STOREFRONTS



STREETS, ARCADES & STOREFRONTS

Fire Code Compliance:

Full compliance with the Town Fire Code is required and will be reviewed during the Preliminary Site Plan and Site Plan submissions. Fire equipment and access to the lake will need to be provided and may require dedicated fire related buildings at dock location and through the development.

Zoning does not include compliance with Town Fire Code, nor does it include fire hydrants, and fie lane layout. Review of the zoning does not grant or otherwise provide said approval to the Town Fire Code. Full compliance will be reviewed during PSP and SP submittal and may require the site is reconfigured and modified from that shown in the concept plan and/or zoning exhibits. Fire equipment and access to the lake will need to be provided and may include dedicated fire related buildings at a dock(s) location and throughout the development at locations and types to be determined.

Engineering Standard Compliance:

The conceptual layout generally depicts intent, but the final layout shall be determined at the time of Preliminary Site Plan and meet all Town requirements, including Engineering Design Standards and all applicable standards listed throughout the Unified Development Code. In addition, all other local, state, and federal regulations as it relates to the floodplain and waters of the U.S., or other, shall be adhered.

The conceptual layout generally depicts intent, but final layout shall be determined at time of Preliminary Site Plan, and shall meet all Town requirements including, but not limited to, ALL Engineering Code Requirements. Engineering Design Standards as it relates to driveway spacing, throat depth and turn lane requirements, standard Town Landscape requirements if not otherwise defined in Exhibit C (Development Standards), and all development standards listed throughout the Town Zoning Ordinance also if not otherwise defined in Exhibit C. In addition, all other local, state, and federal regulations as it relates to the floodplain and waters of the US, other shall be adhere. There are no vested rights with the approval of the layout of this zoning case depicted in Exhibit D.

Recommendation

Noticing:

- Friday, September 4th
  - No Response

Town Recommendation:

- Town Staff recommends approval of the Planned Development.

Planning and Zoning Commission Recommendation:

- On August 18, 2026, the Commission approved the item by a vote of 4-2.

TOWN OF PROSPER
A Place Where Everyone Matters

ENGINEERING SERVICES

To: **Mayor and Town Council**

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

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

Re: **Construction Contract Award: DNT NB Frontage Road Repairs and Frontier Parkway Improvements at DNT**

Town Council Meeting – October 27, 2026

Strategic Visioning Priority: Accelerate Infrastructure Delivery

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Agenda Item:
Consider and act upon authorizing the Town Manager to execute a Construction Agreement to Mario Sinacola & Sons Excavating, Inc., related to construction services for the DNT NB Frontage Road Repairs and Frontier Parkway Improvements at DNT project in the amount of $9,663,737 and authorize $400,000 for construction phase contingencies. The total purchase order amount is $10,063,737.

Description of Agenda Item:
The North Texas Tollway Authority (NTTA) awarded a competitively procured contract for the construction of the Dallas North Tollway project to Mario Sinacola & Sons Excavating, Inc., in December 2023, in the amount of $391,927,940.30. The project consists of all work needed for construction of the main lanes of the Dallas North Tollway from US 380 to FM 428, including overpasses at Lovers Lane, First Street, Prosper Trail, and Frontier Parkway in the Town of Prosper. As part of the construction project, the Town is funding the construction of a third lane of the northbound and southbound frontage roads as well as Texas U-turns under the overpasses.

On October 21, 2003, the Town of Prosper, Collin County, and the NTTA entered into an Interlocal Agreement which outlines the obligations of the various parties in the agreement. Per the agreement, the Town is responsible for the maintenance of the frontage roads. Since the current condition of the northbound frontage road requires reconstruction to allow for a proper connection with the construction of the third lane of the northbound frontage road, the Construction Agreement includes all work needed for reconstruction of the existing two (2) lanes of the northbound frontage road from approximately 1,200 feet north of US 380 to Frontier Parkway.

As part of the Dallas North Tollway project, the NTTA is widening Frontier Parkway under the new overpass. The current configuration of the intersection west of the Dallas North Tollway does not allow for eastbound traffic on Frontier Parkway to access the proposed widening under the Dallas North Tollway. To connect to the proposed widening, the Construction Agreement includes all work needed to expand the Frontier Parkway intersection west of the Dallas North Tollway and modifications east of the Dallas North Tollway.

The Construction Agreement acknowledges that the construction services for the DNT NB Frontage Road Repairs and Frontier Parkway Improvements at DNT are a part of the continuation of the construction of components of the extension of the Dallas North Tollway. Mario Sinacola & Sons Excavating, Inc., previously bid the Dallas North Tollway project and the bid was accepted and approved by the North Texas Tollway Authority (NTTA). The Town of Prosper, Mario Sinacola & Sons Excavating, Inc., and NTTA have mutually agreed to and acknowledge that the construction pricing and costs previously approved by the NTTA are applicable to this project.

Budget Impact:

The total cost for the construction of the project is $9,663,737 ($10,063,737 with the $400,000 construction phase contingency). The contingency amount of $400,000 will be used during the construction phase to address field changes or adjust quantities during construction. The use of the contingency fund will be documented with change order requests negotiated between staff and the contractor as construction progresses. The following is a detailed breakout of the budget, costs and funding:

- The DNT NB Frontage Road Repairs project has a budget of $8,500,000 in Account No. ST202702-CONST-CONST. The costs include $98,700 for design, $113,035 for construction materials testing and $6,942,362 (or $7,454,097 with $300,000 construction phase contingency) for construction.
- The Frontier Parkway Improvements at DNT project has a budget of $2,500,000 in Account No. ST202311-CONST-CONST. The costs include $2,721,375 (or $2,821,375 with $100,000 construction phase contingency) for construction.

To balance the overall funding for this project, $900,000, will be transferred from the cost savings in the DNT NB Frontage Road Repairs project budget in Account No. ST202702-CONST-CONST, to the Frontier Parkway Improvements at DNT project in Account No. ST202311-CONST-CONST.

Legal Obligations and Review:

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

Attachments:

1. Construction Agreement
2. Location Map

Town Staff Recommendation:

Town staff recommends that the Town Council authorize the Town Manager to execute a Construction Agreement to Mario Sinacola & Sons Excavating, Inc., related to construction services for the DNT NB Frontage Road Repairs and Frontier Parkway Improvements at DNT project in the amount of $9,663,737 and authorize $400,000 for construction phase contingencies. The total purchase order amount is $10,063,737.

Proposed Motion:

I move to authorize the Town Manager to execute a Construction Agreement to Mario Sinacola & Sons Excavating, Inc., related to construction services for the DNT NB Frontage Road Repairs and Frontier Parkway Improvements at DNT project in the amount of $9,663,737 and authorize $400,000 for construction phase contingencies. The total purchase order amount is $10,063,737.

CONSTRUCTION AGREEMENT

THE STATE OF TEXAS)
)
COUNTY OF COLLIN)

KNOW ALL MEN BY THESE PRESENTS:

This Construction Agreement (the "Agreement") is made by and between **Mario Sinacola & Sons Excavating, Inc.**, a company authorized to do business in Texas, (the "Contractor") and the **Town of Prosper, Texas**, a municipal corporation (the "Owner"). For and in consideration of the payment, agreements and conditions hereinafter mentioned, and under the conditions expressed in the bonds herein, Contractor hereby agrees to complete the construction of improvements described as follows:

2027-04-B
DNT NB Frontage Road Repairs and Frontier Parkway Improvements at DNT

in the Town of Prosper, Texas, and all extra work in connection therewith, under the terms as stated in the terms of this Contract, including all Contract Documents incorporated herein; and at his, her or their own proper cost and expense to furnish all superintendence, labor, insurance, equipment, tools and other accessories and services necessary to complete the said construction in accordance with all the Contract Documents, incorporated herein as if written word for word, and in accordance with the Plans, which include all maps, plats, blueprints, and other drawings and printed or written explanatory manner therefore, and the Specifications as prepared by Town of Prosper or its consultant hereinafter called Engineer, who has been identified by the endorsement of the Contractor's written proposal, the General Conditions of this Contract, the Special Conditions of this Contract, the payment, performance, and maintenance bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire Contract.

Owner and Contractor (mutually, the "Parties") agree and acknowledge that this Project is a part of the continuation of the construction of components of the extension of the Dallas North Tollway to the northern corporate limits of the Town of Prosper. The Parties further agree and acknowledge that Contractor has previously bid that portion of the Dallas North Tollway immediately south of this Project, and Contractor's bid was accepted and approved by the North Texas Tollway Authority. Contractor, the Town of Prosper and North Texas Tollway Authority have mutually agreed and hereby acknowledge that the construction pricing and costs previously approved by the North Texas Tollway Authority are applicable to this Project since this Project is a continuation of the construction of the extension of the Dallas North Tollway, and as such, all previously authorized pricing and costs so bid will be honored by Owner, Contractor and the North Texas Tollway Authority

A. Contract Documents and Order of Precedence

The Contract Documents shall consist of the following documents:

1. this Construction Agreement;
2. properly authorized change orders;
3. the Special Conditions of this Contract;
4. the General Conditions of this Contract;
5. the Technical Specifications & Construction Drawings of this Contract;
6. the OWNER's Standard Construction Details;

7. the OWNER's Standard Construction Specifications;
8. the OWNER's written notice to proceed to the CONTRACTOR;
9. the Contractor's Cost Proposal;
10. any listed and numbered addenda;
11. the Performance, Payment, and Maintenance Bonds; and,
12. any other proposal materials distributed by the Owner that relate to the Project.

These Contract Documents are incorporated by reference into this Construction Agreement as if set out here in their entirety. The Contract Documents are intended to be complementary; what is called for by one document shall be as binding as if called for by all Contract Documents. It is specifically provided, however, that in the event of any inconsistency in the Contract Documents, the inconsistency shall be resolved by giving precedence to the Contract Documents in the order in which they are listed herein above. If, however, there exists a conflict or inconsistency between the Technical Specifications and the Construction Drawings it shall be the Contractor's obligation to seek clarification as to which requirements or provisions control before undertaking any work on that component of the project. Should the Contractor fail or refuse to seek a clarification of such conflicting or inconsistent requirements or provisions prior to any work on that component of the project, the Contractor shall be solely responsible for the costs and expenses - including additional time - necessary to cure, repair and/or correct that component of the project.

B. Total of Payments Due Contractor

For performance of the Work in accordance with the Contract Documents, the Owner shall pay the Contractor in current funds an amount not to exceed **Nine Million Six Hundred Sixty-Three Thousand Seven Hundred Thirty-Seven dollars and no cents ($9,663,737.00).** This amount is subject to adjustment by change order in accordance with the Contract Documents.

C. Dates to Start and Complete Work

Contractor shall begin work within ten (10) calendar days after receiving a written Notice to Proceed or written Work Order from the Owner. All Work required under the Contract Documents shall be substantially completed within **120** calendar days after the date of the Notice to Proceed for the base proposal. Within **30** additional calendar days after Substantial Completion, all outstanding issues shall be addressed and ready for final payment.

Under this Construction Agreement, all references to "day" are to be considered "calendar days" unless noted otherwise.

For the purpose of tracking time, issuing payment of retainage, and assessing liquidated damages, Substantial Completion shall be defined as the date upon which all scheduled bid items included in the Contract have been constructed or installed completely to allow all facilities to function as designed and the Contractor has made a request for a final walk-through inspection with the Owner's Construction Superintendent, CIP Program Manager, Engineer, and other representatives.

For the purpose of tracking time, issuing payment of retainage, and assessing liquidated damages, Final Completion shall be defined as the date upon which all items identified during the final walk-through inspection as being incomplete or not functioning as designed (the "punch list") have been completed or corrected and the Contractor has requested final acceptance of the Project.

D. CONTRACTOR'S INDEMNITY TO THE OWNER AND OTHERS

CONTRACTOR DOES HEREBY AGREE TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE TOWN OF PROSPER (OWNER) TOGETHER WITH ITS MAYOR AND TOWN COUNCIL AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM AND AGAINST ANY AND ALL CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LIABILITY, LOSSES, PENALTIES, SUITS OR CAUSES OF ACTION OF EVERY KIND INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, COURT COSTS AND ATTORNEY FEES WHICH MAY ARISE BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY OCCASIONED BY ERROR, OMISSION, OR NEGLIGENT ACT OF CONTRACTOR, ITS SUBCONTRACTORS, ANY OFFICERS, AGENTS OR EMPLOYEES OF CONTRACTOR OR ANY SUBCONTRACTORS, INVITEES, AND ANY OTHER THIRD PARTIES OR PERSONS FOR WHOM OR WHICH CONTRACTOR IS LEGALLY RESPONSIBLE, IN ANY WAY ARISING OUT OF, RELATING TO, RESULTING FROM, OR IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT, AND CONTRACTOR WILL AT HIS OR HER OWN COST AND EXPENSE DEFEND AND PROTECT TOWN OF PROSPER (OWNER) FROM ANY AND ALL SUCH CLAIMS AND DEMANDS.

CONTRACTOR DOES HEREBY AGREE TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS TOWN OF PROSPER (OWNER) TOGETHER WITH ITS MAYOR AND TOWN COUNCIL AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LIABILITY, LOSSES, PENALTIES, SUITS OR CAUSES OF ACTION OF EVERY KIND INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, COURT COSTS AND ATTORNEYS FEES FOR INJURY OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGES TO, OR LOSS OF USE OF ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT. SUCH INDEMNITY SHALL APPLY WHETHER THE CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LIABILITY, LOSSES, PENALTIES, SUITS OR CAUSES OF ACTION ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE TOWN OF PROSPER (OWNER), ITS MAYOR AND TOWN COUNCIL, OFFICERS, OFFICIALS, AGENTS OR EMPLOYEES. IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT TOWN OF PROSPER (OWNER) FROM THE CONSEQUENCES OF TOWN OF PROSPER'S (OWNER'S) OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS A SOLE OR CONCURRING CAUSE OF THE INJURY, DEATH OR DAMAGE.

IN ANY AND ALL CLAIMS AGAINST ANY PARTY INDEMNIFIED HEREUNDER BY ANY EMPLOYEE OF THE CONTRACTOR, ANY SUB-CONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION HEREIN PROVIDED SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR OR ANY SUB-CONTRACTOR UNDER WORKMEN'S COMPENSATION OR OTHER EMPLOYEE BENEFIT ACTS.

INDEMNIFIED ITEMS SHALL INCLUDE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING

ATTORNEYS' FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY.

In its sole discretion, the Owner shall have the right to approve counsel to be retained by Contractor in fulfilling its obligation to defend and indemnify the Owner. Contractor shall retain approved counsel for the Owner within seven (7) business days after receiving written notice from the Owner that it is invoking its right to indemnification under this Construction Agreement. If Contractor does not retain counsel for the Owner within the required time, then the Owner shall have the right to retain counsel and the Contractor shall pay these attorneys' fees and expenses.

The Owner retains the right to provide and pay for any or all costs of defending indemnified items, but it shall not be required to do so. To the extent that Owner elects to provide and pay for any such costs, Contractor shall indemnify and reimburse Owner for such costs.

(Please note that this "broad-form" indemnification clause is not prohibited by Chapter 151 of the Texas Insurance Code as it falls within one of the exclusions contained in Section 151.105 of the Texas Insurance Code.)

E. Insurance Requirements

Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the contractor's proposal. A certificate of insurance meeting all requirements and provisions outlined herein shall be provided to the Town prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration. Certificates holder shall be listed as follows, with the project/contract number referenced:

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

re: 2027-04-B
DNT NB Frontage Road Repairs and Frontier Parkway Improvements at DNT

1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

a. ISO Form Number GL 00 01 (or similar form) covering Comprehensive General Liability. "Occurrence" form only, "claims made" forms are unacceptable.

b. Workers' Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.

c. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract.

2. Minimum Limits of Insurance

Contractor shall maintain throughout contract limits not less than:

a. Commercial General Liability: $1,000,000 per occurrence / $2,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy will include coverage for:

1) Premises / Operations

2) Broad Form Contractual Liability

3) Products and Completed Operations

4) Personal Injury

5) Broad Form Property Damage

6) Explosion Collapse and Underground (XCU) Coverage.

b. Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of $100,000 per injury, $300,000 per occurrence, and $100,000 per occupational disease.

c. Automobile Liability: $1,000,000 Combined Single Limit. Limits can only be reduced if approved by the Town. Automobile liability shall apply to all owned, hired and non-owned autos.

d. Builders' Risk Insurance: Completed value form, insurance carried must be equal to the completed value of the structure. Town shall be listed as Loss Payee.

e. $1,000,000 Umbrella Liability Limit that follows form over underlying Automobile Liability, General Liability, and Employers Liability coverages.

3. Deductible and Self-Insured Retentions

Any deductible or self-insured retentions in excess of $10,000 must be declared to and approved by the Town.

4. Other Insurance Provisions

The policies are to contain, or be endorsed to contain the following provisions:

a. General Liability and Automobile Liability Coverage

1) The Town, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the contractor, products and completed operations of the contractor, premises owned, occupied or used by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.

2) The contractor's insurance coverage shall be primary insurance in respects to the Town, its officers, officials, employees and volunteers. Any insurance or self- insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the contractor's insurance and shall not contribute with it.

3) Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Town, its officers, officials, employees, boards and commissions or volunteers.

4) The contractor's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured's limits of liability.

b. Workers' Compensation and Employer's Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Town, its officers, officials, employees and volunteers for losses arising from work performed by the contractor for the Town.

c. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after 30 days written notice to the Town for all occurrences, except 10 days written notice to the Town for non-payment.

5. Acceptability of Insurers

The Town prefers that Insurance be placed with insurers with an A.M. Best's rating of no less than A- VI, or better.

6. Verification of Coverage

Contractor shall provide the Town with certificates of insurance indicating coverage's required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance similar to the ACORD Form are acceptable. Town will not accept Memorandums of Insurance or Binders as proof of insurance. The Town reserves the right to require complete, certified copies of all required insurance policies at any time.

F. Performance, Payment and Maintenance Bonds

The Contractor shall procure and pay for a Performance Bond applicable to the work in the amount of one hundred fifteen percent (115%) of the total proposed price, and a Payment Bond applicable to the work in the amount of one hundred percent (100%) of the total proposed price. The Contractor shall also procure and pay for a Maintenance Bond applicable to the work in the amount of one hundred percent (100%) of the total proposed price. The period of the Maintenance Bond shall be two years from the date of acceptance of all work done under the contract, to cover the guarantee as set forth in this Construction Agreement. The performance, payment and maintenance bonds shall be issued in the form attached to this Construction Agreement as Exhibits A, B and C. Other performance, payment and maintenance bond forms shall not be accepted. Among other things, these bonds shall apply to any work performed during the two-year warranty period after acceptance as described in this Construction Agreement.

The performance, payment and maintenance bonds shall be issued by a corporate surety, acceptable to and approved by the Town, authorized to do business in the State of Texas, pursuant to Chapter 2253 of the Texas Government Code. Further, the Contractor shall supply capital and surplus information concerning the surety and reinsurance information concerning the performance, payment and maintenance bonds upon Town request. In addition to the foregoing requirements, if the amount of the bond exceeds One Hundred Thousand Dollars ($100,000) the bond must be issued by a surety that is qualified as a surety on obligations permitted or required under federal law as indicated by publication of the surety's name in the current U.S. Treasury Department Circular 570. In the alternative, an otherwise acceptable surety company (not qualified on federal obligations) that is authorized and admitted to write surety bonds in Texas must obtain reinsurance on any amounts in excess of One Hundred Thousand Dollars ($100,000) from a reinsurer that is authorized and admitted as a reinsurer in Texas who also qualifies as a surety or reinsurer on federal obligations as indicated by publication of the surety's or reinsurer's name in the current U.S. Treasury Department Circular 570.

G. Progress Payments and Retainage

As it completes portions of the Work, the Contractor may request progress payments from the Owner. Progress payments shall be made by the Owner based on the Owner's estimate of the value of the Work properly completed by the Contractor since the time the last progress payment was made. The "estimate of the value of the work properly completed" shall include the net invoice value of acceptable, non-perishable materials actually delivered to and currently at the job site only if the Contractor provides to the Owner satisfactory evidence that material suppliers have been paid for these materials.

No progress payment shall be due to the Contractor until the Contractor furnishes to the Owner:

1. copies of documents reasonably necessary to aid the Owner in preparing an estimate of the value of Work properly completed;

2. full or partial releases of liens, including releases from subcontractors providing materials or delivery services relating to the Work, in a form acceptable to the Owner releasing all liens or claims relating to goods and services provided up to the date of the most recent previous progress payment;

3. an updated and current schedule clearly detailing the project's critical path elements; and

4. any other documents required under the Contract Documents.

Progress payments shall not be made more frequently than once every thirty (30) calendar days unless the Owner determines that more frequent payments are appropriate. Further, progress payments are to be based on estimates and these estimates are subject to correction through the adjustment of subsequent progress payments and the final payment to Contractor. If the Owner determines after final payment that it has overpaid the Contractor, then Contractor agrees to pay to the Owner the overpayment amount specified by the Owner within thirty (30) calendar days after it receives written demand from the Owner.

The fact that the Owner makes a progress payment shall not be deemed to be an admission by the Owner concerning the quantity, quality or sufficiency of the Contractor's work. Progress payments shall not be deemed to be acceptance of the Work nor shall a progress payment release the Contractor from any of its responsibilities under the Contract Documents.

After determining the amount of a progress payment to be made to the Contractor, the Owner shall withhold a percentage of the progress payment as retainage. The amount of retainage withheld from each progress payment shall be set at five percent (5%). Retainage shall be withheld and may be paid to:

1. ensure proper completion of the Work. The Owner may use retained funds to pay replacement or substitute contractors to complete unfinished or defective work;

2. ensure timely completion of the Work. The Owner may use retained funds to pay liquidated damages; and

3. provide an additional source of funds to pay claims for which the Owner is entitled to indemnification from Contractor under the Contract Documents.

Retained funds shall be held by the Owner in accounts that shall not bear interest. Retainage not otherwise withheld in accordance with the Contract Documents shall be returned to the Contractor as part of the final payment.

H. Withholding Payments to Contractor

The Owner may withhold payment of some or all of any progress or final payment that would otherwise be due if the Owner determines, in its discretion, that the Work has not been performed in accordance with the Contract Documents. The Owner may use these funds to pay replacement or substitute contractors to complete unfinished or defective Work.

The Owner may withhold payment of some or all of any progress or final payment that would otherwise be due if the Owner determines, in its discretion, that it is necessary and proper to provide an additional source of funds to pay claims for which the Owner is entitled to indemnification from Contractor under the Contract Documents.

Amounts withheld under this section shall be in addition to any retainage.

I. Acceptance of the Work

When the Work is completed, the Contractor shall request that the Owner perform a final inspection. The Owner shall inspect the Work. If the Owner determines that the Work has been completed in accordance with the Contract Documents, it shall issue a written notice of acceptance of the Work. If the Owner determines that the Work has not been completed in accordance with the Contract Documents, then it shall provide the Contractor with a verbal or written list of items to be completed before another final inspection shall be scheduled.

It is specifically provided that Work shall be deemed accepted on the date specified in the Owner's written notice of acceptance of the Work. The Work shall not be deemed to be accepted based on "substantial completion" of the Work, use or occupancy of the Work, or for any reason other than the Owner's written Notice of Acceptance. Further, the issuance of a certificate of occupancy for all or any part of the Work shall not constitute a Notice of Acceptance for that Work.

In its discretion, the Owner may issue a Notice of Acceptance covering only a portion of the Work. In this event, the notice shall state specifically what portion of the Work is accepted.

J. Acceptance of Erosion Control Measures

When the erosion control measures have been completed, the Contractor shall request that the Owner perform a final inspection. The Owner shall inspect the Work. If the Owner determines that the Work has been completed in accordance with the Contract Documents and per TPDES General Construction Permit, it shall issue a written Notice of Acceptance of the Work. If the Owner determines that the Work has not been completed in accordance with the Contract Documents or TPDES General Construction Permit, then it shall provide the Contractor with a verbal or written list of items to be completed before another final inspection shall be scheduled.

K. Final Payment

After all Work required under the Contract Documents has been completed, inspected, and accepted, the Town shall calculate the final payment amount promptly after necessary measurements and computations are made. The final payment amount shall be calculated to:

1. include the estimate of the value of Work properly completed since the date of the most recent previous progress payment;

2. correct prior progress payments; and

3. include retainage or other amounts previously withheld that are to be returned to Contractor, if any.

Final payment to the Contractor shall not be due until the Contractor provides original full releases of liens from the Contractor and its subcontractors, or other evidence satisfactory to the Owner to show that all sums due for labor, services, and materials furnished for or used in connection with the Work have been paid or shall be paid with the final payment. To ensure this result, Contractor consents to the issuance of the final payment in the form of joint checks made payable to Contractor and others. The Owner may, but is not obligated to issue final payment using joint checks.

Final payment to the Contractor shall not be due until the Contractor has supplied to the Owner original copies of all documents that the Owner determines are reasonably necessary to ensure both that the final payment amount is properly calculated and that the Owner has satisfied its obligation to administer the Construction Agreement in accordance with applicable law. The following documents shall, at a minimum, be required to be submitted prior to final payment being due: redline as-built construction plans; consent of surety to final payment; public infrastructure inventory; affidavit of value for public infrastructure; and, final change order(s). "Redline as-built construction plans" shall include, but are not limited to markups for change orders, field revisions, and quantity overruns as applicable. The list of documents contained in this provision is not an exhaustive and exclusive list for every project performed pursuant to these Contract Documents and Contractor shall provide such other and further documents as may be requested and required by the Owner to close out a particular project.

Subject to the requirements of the Contract Documents, the Owner shall pay the Final Payment within thirty (30) calendar days after the date specified in the Notice of Acceptance. This provision shall apply only after all Work called for by the Contract Documents has been accepted.

L. Contractor's Warranty

For a two-year period after the date specified in a written notice of acceptance of Work, Contractor shall provide and pay for all labor and materials that the Owner determines are necessary to correct all defects in the Work arising because of defective materials or workmanship supplied or provided by Contractor or any subcontractor. This shall also include areas of vegetation that did meet TPDES General Construction Permit during final close out but have since become noncompliant.

Forty-five (45) to sixty (60) calendar days before the end of the two-year warranty period, the Owner may make a warranty inspection of the Work. The Owner shall notify the Contractor of the date and time of this inspection so that a Contractor representative may be present. After the warranty inspection, and before the end of the two-year warranty period, the Owner shall mail to the Contractor a written notice that specifies the defects in the Work that are to be corrected.

The Contractor shall begin the remedial work within ten (10) calendar days after receiving the written notice from the Town. If the Contractor does not begin the remedial work timely or prosecute it diligently, then the Owner may pay for necessary labor and materials to effect repairs and these expenses shall be paid by the Contractor, the performance bond surety, or both.

If the Owner determines that a hazard exists because of defective materials and workmanship, then the Owner may take steps to alleviate the hazard, including making repairs. These steps may be taken without prior notice either to the Contractor or its surety. Expenses incurred by the Owner to alleviate the hazard shall be paid by the Contractor, the performance bond surety, or both.

Any Work performed by or for the Contractor to fulfill its warranty obligations shall be performed in accordance with the Contract Documents. By way of example only, this is to ensure that Work performed during the warranty period is performed with required insurance and the performance and payment bonds still in effect.

Work performed during the two-year warranty period shall itself be subject to a one-year warranty. This warranty shall be the same as described in this section.

The Owner may make as many warranty inspections as it deems appropriate.

M. Compliance with Laws

The Contractor shall be responsible for ensuring that it and any subcontractors performing any portion of the Work required under the Contract Documents comply with all applicable federal, state, county, and municipal laws, regulations, and rules that relate in any way to the performance and completion of the Work. This provision applies whether or not a legal requirement is described or referred to in the Contract Documents.

Ancillary/Integral Professional Services: In selecting an architect, engineer, land surveyor, or other professional to provide professional services, if any, that are required by the Contract Documents, Contractor shall not do so on the basis of competitive bids but shall make such selection on the basis of demonstrated competence and qualifications to perform the services in the manner provided by Section 2254.004 of the Texas Government Code and shall so certify to the Town the Contractor's agreement to comply with this provision with Contractor's bid.

N. "Anti-Israel Boycott" Provision

In accordance with Chapter 2270, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Chapter 2270 does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) a contract that has a value of less than One Hundred Thousand Dollars ($100,000.00). Unless the company is not subject to Chapter 2270 for the reasons stated herein, the signatory executing this Agreement on behalf of the company verifies by its signature to this Contract that the company does not boycott Israel and will not boycott Israel during the term of this Contract.

O. 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.

P. 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.

Q. Other Items

The Contractor shall sign the Construction Agreement, and deliver signed performance, payment and maintenance bonds and proper insurance policy endorsements (and/or other evidence of coverage) within ten (10) calendar days after the Owner makes available to the Contractor copies of the Contract Documents for signature.

The Construction Agreement "effective date" shall be the date on which the Town Council acts to approve the award of the Contract for the Work to Contractor. It is expressly provided, however, that the Town Council delegates the authority to the Town Manager or his designee to rescind the Contract award to Contractor at any time before the Owner delivers to the Contractor a copy of this Construction Agreement that bears the signature of the Town Manager and Town Secretary or their authorized designees. The purpose of this provision is to ensure:

1. that Contractor timely delivers to the Owner all bonds and insurance documents; and

2. that the Owner retains the discretion not to proceed if the Town Manager or his designee determines that information indicates that the Contractor was not the lowest responsible bidder or that the Contractor cannot perform all of its obligations under the Contract Documents.

THE CONTRACTOR AGREES THAT IT SHALL HAVE NO CLAIM OR CAUSE OF ACTION OF ANY KIND AGAINST OWNER, INCLUDING A CLAIM FOR BREACH OF CONTRACT, NOR SHALL THE OWNER BE REQUIRED TO PERFORM UNDER THE CONTRACT DOCUMENTS, UNTIL THE DATE THE OWNER DELIVERS TO THE CONTRACTOR A COPY OF THE CONSTRUCTION AGREEMENT BEARING THE SIGNATURES JUST SPECIFIED.

The Contract Documents shall be construed and interpreted by applying Texas law. Exclusive venue for any litigation concerning the Contract Documents shall be Collin County, Texas.

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

Although the Construction Agreement has been drafted by the Owner, should any portion of the Construction Agreement be disputed, the Owner and Contractor agree that it shall not be construed more favorably for either party.

The Contract Documents are binding upon the Owner and Contractor and shall insure to their benefit and as well as that of their respective successors and assigns.

If Town Council approval is not required for the Construction Agreement under applicable law, then the Construction Agreement "effective date" shall be the date on which the Town Manager and Town Secretary or their designees have signed the Construction Agreement. If the Town Manager and Town Secretary sign on different dates, then the later date shall be the effective date.

[*Signatures continued on following page.*]

MARIO SINACOLA & SONS EXCAVATING, INC.

By: **Michael Sinacola**

Title: Vice President

Date: 10-27-26

Address: 10950 Research Road
Frisco, Texas 75033

Phone: 214-387-3900
Email: msinacola@marosinacola.com

TOWN OF PROSPER, TEXAS

By: **MARIO CANIZARES**

Title: Town Manager

Date: _____

Address: 250 W. First St.
P.O. Box 307
Prosper, Texas 75078

Phone: (972) 346-2640
Email: mcanizares@prospertx.gov

ATTEST:

MICHELLE LEWIS SIRIANNI
Town Secretary

Bond #108578483

PERFORMANCE BOND

STATE OF TEXAS)
)
COUNTY OF COLLIN)

KNOW ALL MEN BY THESE PRESENTS: That Mario Sinacola & Sons Excavating, Inc. whose address is 10950 Research Road, Frisco, TX 75033, hereinafter called Principal, and Travelers Casualty and Surety Company of America, a corporation organized and existing under the laws of the State of Connecticut, and fully licensed to transact business in the State of Texas, as Surety, are held and firmly bound unto the **TOWN OF PROSPER**, a home-rule municipal corporation organized and existing under the laws of the State of Texas, hereinafter called "Beneficiary", in the penal sum of *See Below Dollars ($ 9,663,737.00) plus fifteen percent (15%) of the stated penal sum as an additional sum of money representing additional court expenses, attorneys' fees, and liquidated damages arising out of or connected with the below identified Contract in lawful money of the United States, to be paid in Collin County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. The penal sum of this Bond shall automatically be increased by the amount of any Change Order or Supplemental Agreement, which increases the Contract price, but in no event shall a Change Order or Supplemental Agreement, which reduces the Contract price, decrease the penal sum of this Bond.

Nine Milllion Six Hundred Sixty Three Thousand Seven Hundred Thirty Seven and 00/100

THE OBLIGATION TO PAY SAME is conditioned as follows: Whereas, the Principal entered into a certain Contract with the Town of Prosper, the Beneficiary, dated on or about the 27 **day of** OCTOBER, **A.D. 2026**, a copy of which is attached hereto and made a part hereof, to furnish all materials, equipment, labor, supervision, and other accessories necessary for the construction of:

2027-04-B
DNT NB Frontage Road Repairs and Frontier Parkway Improvements at DNT

in the Town of Prosper, Texas, as more particularly described and designated in the above-referenced contract such contract being incorporated herein and made a part hereof as fully and to the same extent as if written herein word for word.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform and fulfill all of the undertakings, covenants, terms, conditions and agreements of said Contract in accordance with the Plans, Specifications and Contract Documents during the original term thereof and any extension thereof which may be granted by the Beneficiary, with or without notice to the Surety, and during the life of any guaranty or warranty required under this Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; and, if the Principal shall repair and/or replace all defects due to faulty materials and workmanship that appear within a period of one (1) year from the date of final acceptance of the Work by Owner; and, if the Principal shall fully indemnify and save harmless the Beneficiary from and against all costs and damages which Beneficiary may suffer by reason of failure to so perform herein and shall fully reimburse and repay Beneficiary all outlay and expense which the Beneficiary may incur in making good any default or deficiency, then this obligation shall be void; otherwise, it shall remain in full force and effect.

PROVIDED FURTHER, that if any legal action were filed on this Bond, exclusive Venue shall lie in Collin County, Texas.

AND PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the Plans, Specifications and Drawings, etc., accompanying the same shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work or to the Specifications.

This Bond is given pursuant to the provisions of Chapter 2253 of the Texas Government Code, and any other applicable statutes of the State of Texas.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Collin County or Dallas County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by Article 7.19-1 of the Insurance Code, Vernon's Annotated Civil Statutes of the State of Texas.

IN WITNESS WHEREOF, this instrument is executed in three copies, each one of which shall be deemed an original, this, the 07 day of October, 2026.

ATTEST:

By: _____
Signature
Bradley Missler
Typed/Printed Name
Vice President
Title
10950 Research Road
Address
Frisco, TX 75033
City State Zip
214-387-3900 214-387-3940
Phone Fax

PRINCIPAL:

Mario Sinacola & Sons Excavating, Inc.
Company Name

By: _____
Signature
Michael Sinacola
Typed/Printed Name
Vice President
Title
10950 Research Road
Address
Frisco, TX 75033
City State Zip
214-387-3900 214-387-3940
Phone Fax

[*Signatures continued on following page.*]

ATTEST:

By: Tina McEwan
Signature
Tina McEwan
Printed Name
Witness
Title
5005 LBJ Freeway, Suite 1400
Address
Dallas, TX 75244
City State Zip
214-989-0000 214-989-2580
Phone Fax

SURETY: Travelers Casualty and Surety Company of America

By: Sophinie Hunter
Signature
Sophinie Hunter
Printed Name
Attorney-In-Fact
Title
One Tower Square, S102A
Address
Hartford, CT 06183
City State Zip
800-328-2189 N/A
Phone Fax

The Resident Agent of the Surety in Collin County or Dallas County, Texas, for delivery of notice and service of the process is:

NAME: Aon Risk Services Southwest, Inc. - Ricardo Reyna
STREET ADDRESS: 5005 LBJ Freeway, Suite 1400
CITY, STATE, ZIP: Dallas, TX 75244

NOTE: Date on **Page 1** of Performance Bond must be **same date as Contract**. Date on **Page 2** of Performance Bond must be **after date of Contract**. If Resident Agent is not a corporation, give a person's name.

Bond #108578483

PAYMENT BOND

STATE OF TEXAS)
)
COUNTY OF COLLIN)

KNOW ALL MEN BY THESE PRESENTS: That Mario Sinacola & Sons Excavating, Inc. whose address is 10950 Research Road, Frisco, TX 75033, hereinafter called Principal, and Travelers Casualty and Surety Company of America, a corporation organized and existing under the laws of the State of Connecticut, and fully licensed to transact business in the State of Texas, as Surety, are held and firmly bound unto the **TOWN OF PROSPER**, a home-rule municipal corporation organized and existing under the laws of the State of Texas, hereinafter called "Owner", and unto all persons, firms, and corporations who may furnish materials for, or perform labor upon the building or improvements hereinafter referred to in the penal sum of Nine Million Six Hundred Sixty Three Thousand Seven Hundred Thirty Seven and 00/100 DOLLARS ($ 9,663,737.00) (one hundred percent (100%) of the total bid price) in lawful money of the United States, to be paid in Collin County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. The penal sum of this Bond shall automatically be increased by the amount of any Change Order or Supplemental Agreement, which increases the Contract price, but in no event shall a Change Order or Supplemental Agreement, which reduces the Contract price, decrease the penal sum of this Bond.

THE OBLIGATION TO PAY SAME is conditioned as follows: Whereas, the Principal entered into a certain Contract with the Town of Prosper, the Owner, dated on or about the 27 **day of** October **A.D. 2026**, a copy of which is attached hereto and made a part hereof, to furnish all materials, equipment, labor, supervision, and other accessories necessary for the construction of:

2027-04-B
DNT NB Frontage Road Repairs and Frontier Parkway Improvements at DNT

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties and make prompt payment to all persons, firms, subcontractors, corporations and claimants supplying labor and/or material in the prosecution of the Work provided for in the above-referenced Contract and any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modification to the Surety is hereby expressly waived, then this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that if any legal action were filed on this Bond, exclusive venue shall lie in Collin County, Texas.

AND PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the Work performed thereunder, or the Plans, Specifications, Drawings, etc., accompanying the same, shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work to be performed thereunder.

This Bond is given pursuant to the provisions of Chapter 2253 of the Texas Government Code, and any other applicable statutes of the State of Texas.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Collin County or Dallas County to whom any requisite notices may be delivered and on whom service of process may

be had in matters arising out of such suretyship, as provided by Article 7.19-1 of the Insurance Code, Vernon's Annotated Civil Statutes of the State of Texas.

IN WITNESS WHEREOF, this instrument is executed in three copies, each one of which shall be deemed an original, this, the 27 day of October, 2026.

ATTEST:

By: _____
Signature
Bradley Missler
Typed/Printed Name
Vice President
Title
10950 Research Road
Address
Frisco, TX 75033
City State Zip
214-387-3900 214-387-3940
Phone Fax

PRINCIPAL:

Mario Sinacola & Sons Excavating, Inc.
Company Name

By: _____
Signature
Michael Sinacola
Typed/Printed Name
Vice President
Title
10950 Research Road
Address
Frisco, TX 75033
City State Zip
214-387-3900 214-387-3940
Phone Fax

[*Signatures continued on following page.*]

ATTEST:

By: Tina McEwan
Signature
Tina McEwan
Printed Name
Witness
Title
5005 LBJ Freeway, Suite 1400
Address
Dallas, TX 75244
City State Zip
214-989-0000 214-989-2580
Phone Fax

SURETY: Travelers Casualty and Surety Company of America

By: Sophinie Hunter
Signature
Sophinie Hunter
Printed Name
Attorney-In-Fact
Title
One Tower Square, S102A
Address
Hartford, CT 06183
City State Zip
800-328-2189 N/A
Phone Fax

The Resident Agent of the Surety in Collin County or Dallas County, Texas, for delivery of notice and service of the process is:

NAME: Aon Risk Services Southwest, Inc. - Ricardo Reyna
STREET ADDRESS: 5005 LBJ Freeway, Suite 1400
CITY, STATE, ZIP: Dallas, TX 75244

NOTE: Date on **Page 1** of Performance Bond must be **same date as Contract**. Date on **Page 2** of Performance Bond must be **after date of Contract**. If Resident Agent is not a corporation, give a person's name.

Bond #108578483

MAINTENANCE BOND

STATE OF TEXAS)
)
COUNTY OF COLLIN)

KNOW ALL MEN BY THESE PRESENTS: That Mario Sinacola & Sons Excavating, Inc. whose address is 10950 Research Road, Frisco, TX 75033, hereinafter referred to as "Principal," and Travelers Casualty and Surety Company of America, a corporate surety/sureties organized under the laws of the State of Connecticut and fully licensed to transact business in the State of Texas, as Surety, hereinafter referred to as "Surety" (whether one or more), are held and firmly bound unto the **TOWN OF PROSPER**, a Texas municipal corporation, hereinafter referred to as "Owner," in the penal sum of Nine Million Six Hundred Sixty Three Thousand Seven Hundred Thirty Seven and 00/100 DOLLARS ($ 9,663,737.00) (one hundred percent (100%) of the total bid price), in lawful money of the United States to be paid to Owner, its successors and assigns, for the payment of which sum well and truly to be made, we bind ourselves, our successors, heirs, executors, administrators and successors and assigns, jointly and severally; and firmly by these presents, the condition of this obligation is such that:

WHEREAS, Principal entered into a certain written Contract with the Town of Prosper, dated on or about the 27 **day of** OCTOBER, **2026**, to furnish all permits, licenses, bonds, insurance, products, materials, equipment, labor, supervision, and other accessories necessary for the construction of:

2027-04-B
DNT NB Frontage Road Repairs and Frontier Parkway Improvements at DNT

in the Town of Prosper, Texas, as more particularly described and designated in the above-referenced contract, such contract being incorporated herein and made a part hereof as fully and to the same extent as if written herein word for word:

WHEREAS, in said Contract, the Principal binds itself to use first class materials and workmanship and of such kind and quality that for a period of two (2) years from the completion and final acceptance of the improvements by Owner the said improvements shall require no repairs, the necessity for which shall be occasioned by defects in workmanship or materials and during the period of two (2) years following the date of final acceptance of the Work by Owner, Principal binds itself to repair or reconstruct said improvements in whole or in part at any time within said period of time from the date of such notice as the Town Manager or his designee shall determine to be necessary for the preservation of the public health, safety or welfare. If Principal does not repair or reconstruct the improvements within the time period designated, Owner shall be entitled to have said repairs made and charge Principal and/or Surety the cost of same under the terms of this Maintenance Bond.

NOW, THEREFORE, if Principal will maintain and keep in good repair the Work herein contracted to be done and performed for a period of two (2) years from the date of final acceptance and do and perform all necessary work and repair any defective condition (it being understood that the purpose of this section is to cover all defective conditions arising by reason of defective materials, work or labor performed by Principal) then this obligation shall be void; otherwise it shall remain in full force and effect and Owner shall have and recover from Principal and its Surety damages in the premises as provided in the Plans and Specifications and Contract.

PROVIDED, however, that Principal hereby holds harmless and indemnifies Owner from and against any claim or liability for personal injury or property damage caused by and occurring during the performance of said maintenance and repair operation.

PROVIDED, further, that if any legal action be filed on this Bond, exclusive venue shall lie in Collin County, Texas.

AND PROVIDED FURTHER, Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work performed thereunder, or the Plans, Specifications, Drawings, etc. accompanying same shall in any way affect its obligation on this Bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder.

The undersigned and designated agent is hereby designated by Surety as the resident agent in either Collin or Dallas Counties to whom all requisite notice may be delivered and on whom service of process may be had in matters arising out of this suretyship.

IN WITNESS WHEREOF, this instrument is executed in three copies, each one of which shall be deemed an original, on this the 27 day of October 2026.

ATTEST:

By: _____
Signature
Bradley Missler
Typed/Printed Name
Vice President
Title
10950 Research Road
Address
Frisco, TX 75033
City State Zip
214-387-3900 214-387-3940
Phone Fax

PRINCIPAL:

Mario Sinacola & Sons Excavating, Inc.
Company Name

By: _____
Signature
Michael Sinacola
Typed/Printed Name
Vice President
Title
10950 Research Road
Address
Frisco, TX 75033
City State Zip
214-387-3900 214-387-3940
Phone Fax

[*Signatures continued on following page.*]

ATTEST:

By: Tina McEwan
Signature
Tina McEwan
Printed Name
Witness
Title
5005 LBJ Freeway, Suite 1400
Address
Dallas, TX 75244
City State Zip
214-989-0000 214-989-2580
Phone Fax

SURETY: Travelers Casualty and Surety Company of America

By: Sophinie Hunter
Signature
Sophinie Hunter
Printed Name
Attorney-In-Fact
Title
One Tower Square, S102A
Address
Hartford, CT 06183
City State Zip
800-328-2189 N/A
Phone Fax

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **Sophinie Hunter** of **DALLAS** , **Texas** , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **13th** day of **May**, **2026.**

SEAL SEAL SEAL

State of Connecticut

By: _____
Bryce Grissom, Senior Vice President

City of Hartford ss.

On this the **13th** day of **May**, **2026**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President, Surety, Bond & Specialty Insurance, of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **31st** day of **March**, **2031**

NOTARY PUBLIC

_____
Marie E. Sorensen, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this day of , .

SEAL SEAL SEAL

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

TRAVELERS

IMPORTANT NOTICE

TO OBTAIN INFORMATION OR MAKE A COMPLAINT:

You may contact **Travelers Casualty and Surety Company of America**, for information or to make a complaint at:

Travelers Bond
Attn: Claims
One Tower Square, S102A
Hartford, CT 06183
1-800-328-2189

You may contact the Texas Department of Insurance to obtain the information on companies, coverages, rights or complaints at:

Texas Department of Insurance
P.O. Box 149104
Austin, TX 78714-9104
(800) 252-3439

ATTACH THIS NOTICE TO YOUR BOND. This notice is for information only and does not become a part or a condition of the attached document and is given to comply with Section 2253-021, Government Code, and Section 53.202, Property Code, effective September 1, 2001.

SPECIAL CONDITIONS

SC.01 **PURPOSE:** The Special Conditions contained herein set forth conditions or requirements particular to this Contract: **2027-04-B: DNT NB Frontage Road Repairs and Frontier Parkway Improvements at DNT**

The Special Conditions supplement the General Conditions and the Standard Specifications and take precedence over any conditions or requirements of the General Conditions and the Standard Specifications with which they are in conflict.

SC.02 **DEFINITIONS:** The following words and expressions, or pronouns used in their place, shall wherever they appear in this Contract, be construed as follows, unless a different meaning is clear from the context:

- **ENGINEER:** The Engineer of Record as shown on the Construction Drawings: Halff Associates, Inc.

SC.03 **MINIMUM STANDARDS OF RESPONSBILITY:** A prospective vendor must affirmatively demonstrate responsibility. The Town of Prosper may request representation and other information sufficient to determine respondent's ability to meet the minimum standards, including but not limited to:

A. Have adequate financial resources, or the ability to obtain such resources as required;
B. Have a satisfactory record of performance on a minimum of three (3) completed projects of similar scope, quantities, and cost, within the past five (5) years;
C. Ability to comply with the required or proposed delivery schedule;
D. Have a satisfactory record of integrity and ethics; and
E. Be otherwise qualified and eligible to receive an award.

SC.04 **INTRODUCTION:** The Town of Prosper ("Town") is accepting a proposal for furnishing all labor, equipment and materials (except as otherwise specified), and performing all work necessary for the construction of **DNT NB Frontage Road Repairs and Frontier Parkway Improvements at DNT**, from Mario Sinacola & Sons Excavating, Inc.

There is no expressed or implied obligation for the Town to reimburse Mario Sinacola & Sons Excavating, Inc., for any expenses incurred in preparing proposals in response to this request. All costs directly or indirectly related to preparation of a response to this request for a proposal, any oral presentation required to supplement and/or clarify a proposal, and/or reasonable demonstrations which may be, at its discretion, required by the Town shall be the sole responsibility of, and shall be borne completely by Mario Sinacola & Sons Excavating, Inc.

SC.05 **SPECIFICATIONS:** Proposal must meet or exceed the specifications and requirements herein, in order to be considered.

TECHNICAL SPECIFICATIONS

TS.01: **GENERAL:** Please reference the Construction Plans for all other technical specifications not contained herein.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/28/2027 | 10/20/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 2601 Victory Avenue, Suite 1500 Dallas TX 75219 (214) 720-5563 TXClientSrvUT@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1397399 MARIO SINACOLA & SONS EXCAVATING, INC. 10950 RESEARCH ROAD Frisco TX 75033 USA	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Safety National Casualty Corporation — 15105 INSURER B : Great American Insurance Company — 16691 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 24202672 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. *LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. **Not Applicable in WY**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	GL 6676705	2/28/2026	2/28/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 100,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	CA 6676704	2/28/2026	2/28/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	Y	Y	TUU 4256023 12	2/28/2026	2/28/2027	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	LDC4068680	2/28/2026	2/28/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: DNT North Bound Frontage - Prosper TX. Roadway Construction / Improvements. Sinacole Job# 26060.

The Town, its officers, officials, employees, boards and commissions and volunteers is included as additional insureds.

CERTIFICATE HOLDER

24202672
Town of Prosper
Attn: Hulon Webb Jr,, P.E
250 W. First Street
Prosper TX 75078

CANCELLATION See Attachments

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2025/12)
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL NOTICE OF CANCELLATION SERVICE PROVIDED TO IDENTIFIED THIRD PARTIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

CHANGE

The following new provision is added to **A. Cancellation** of the **COMMON POLICY CONDITIONS** or such other applicable state cancellation endorsement:

As a special service to you, if we cancel this policy for any reason other than non-payment of premium, within thirty (30) days prior to the effective date of cancellation, we will mail a copy of such written notice of cancellation to all third persons whose name and address have, during the applicable policy period, been placed on file with us through your broker of record due to third party contractual requirements relating to such notice.

As a special service to you, if we cancel this policy for non-payment of premium, within ten (10) days prior to the effective date of cancellation, we will mail a copy of such written notice of cancellation to all third persons whose name and address have, during the applicable policy period, been placed on file with us through your broker of record due to third party contractual requirements relating to such notice.

If we have been provided with an electronic address of such third parties, at our election we may send notice of cancellation to such third parties by electronic mail.

Notice of cancellation of coverage provided to a certificate holder is a courtesy only. Failure to provide such notice will not extend the policy cancellation date, negate the cancellation of the policy, nor confer any rights nor expectations upon the certificate holder nor subject us, our agents nor representatives to liability for failure to provide notice.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 2/28/2026 – 2/28/2027 Policy No. GL 6676705 Endorsement No.

Named Insured Mario Sinacola & Sons Excavating, Inc. Premium $

Insurance Company Safety National Casualty Corporation

Countersigned By _____
(Countersignature by the Broker or Agent shall only occur in the mailing states that require countersignature)

POLICY NUMBER: GL 6676705

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization as required by written contract or agreement that is executed prior to the loss.	All of your projects.
Information required to complete this Schedule, if not shown above, will be shown in the	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance; whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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POLICY NUMBER: GL 6676705

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization as required by written contract or agreement that is executed prior to the loss.	All of your projects.
Information required to complete this Schedule, if not shown above, will be shown in the	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
Any Person or Organization as required by written contract or agreement that is executed prior to the loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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POLICY NUMBER: GL 6676705

COMMERCIAL GENERAL LIABILITY
CG 20 01 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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POLICY NUMBER: CA 6676704

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: MARIO SINACOLA & SONS EXCAVATING, INC

Endorsement Effective Date: 2/28/2026

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization as required by written contract or agreement that is executed prior to the loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
Any Person or Organization as required by written contract or agreement that is executed prior to the loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

CHANGE

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto". This waiver applies only to the person or organization shown in the Schedule above.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 2/28/2026 Policy No. CA 6676704 Endorsement No.

Named Insured MARIO SINACOLA & SONS EXCAVATING, INC Premium $ Included

Insurance Company Safety National Casualty Corporation

Countersigned By _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL NOTICE OF CANCELLATION SERVICE PROVIDED TO IDENTIFIED THIRD PARTIES

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART

CHANGE

The following new provision is added to **A. Cancellation** of the **COMMON POLICY CONDITIONS** or such other applicable state cancellation endorsement:

As a special service to you, if we cancel this policy for any reason other than non-payment of premium, within thirty (30) days prior to the effective date of cancellation, we will mail a copy of such written notice of cancellation to all third persons whose name and address have, during the applicable policy period, been placed on file with us through your broker of record due to third party contractual requirements relating to such notice.

As a special service to you, if we cancel this policy for non-payment of premium, within ten (10) days prior to the effective date of cancellation, we will mail a copy of such written notice of cancellation to all third persons whose name and address have, during the applicable policy period, been placed on file with us through your broker of record due to third party contractual requirements relating to such notice.

If we have been provided with an electronic address of such third parties, at our election we may send notice of cancellation to such third parties by electronic mail.

Notice of cancellation of coverage provided to a certificate holder is a courtesy only. Failure to provide such notice will not extend the policy cancellation date, negate the cancellation of the policy, nor confer any rights nor expectations upon the certificate holder nor subject us, our agents nor representatives to liability for failure to provide notice.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 2/28/2026 Policy No. CA 6676704 Endorsement No.

Named Insured MARIO SINACOLA & SONS EXCAVATING, INC Premium $ Included

Insurance Company Safety National Casualty Corporation

Countersigned By _____

COMMERCIAL AUTO
CA 04 49 11 16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 00 03 13**

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

ANY PERSON OR ORGANIZATION AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT THAT IS EXECUTED PRIOR TO THE LOSS.

THIS FORM APPLIES ONLY TO THE FOLLOWING STATE(S) IF COVERED BY YOUR POLICY. IF A STATE IS NOT LISTED BELOW, THIS FORM DOES NOT APPLY IN THAT STATE.
OK

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 2/28/2026 Policy No. LDC4068680 Endorsement No.

Insured MARIO SINACOLA & SONS EXCAVATING, INC. Premium $ Included

Insurance Company Safety National Casualty Corporation

Countersigned By _____

WC 00 03 13 (04 84) Page 1 of 1

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 99 99 35**

SPECIAL NOTICE OF CANCELLATION SERVICE PROVIDED TO IDENTIFIED THIRD PARTIES ENDORSEMENT

As a special service to you, if we cancel this policy for any reason other than non-payment of premium, within thirty (30) days prior to the effective date of cancellation, we will mail a copy of such written notice of cancellation to all third persons whose name and address have, during the applicable policy period, been placed on file with us through your broker of record due to third party contractual requirements relating to such notice.

As a special service to you, if we cancel this policy for non-payment of premium, within ten (10) days prior to the effective date of cancellation, we will mail a copy of such written notice of cancellation to all third persons whose name and address have, during the applicable policy period, been placed on file with us through your broker of record due to third party contractual requirements relating to such notice.

If we have been provided with an electronic address of such third parties, at our election we may send notice of cancellation to such third parties by electronic mail.

Notice of cancellation of coverage provided to a certificate holder is a courtesy only. Failure to provide such notice will not extend the policy cancellation date, negate the cancellation of the policy, nor confer any rights nor expectations upon the certificate holder nor subject us, our agents nor representatives to liability for failure to provide notice.

THIS FORM APPLIES ONLY TO THE FOLLOWING STATE(S) IF COVERED BY YOUR POLICY. IF A STATE IS NOT LISTED BELOW, THIS FORM DOES NOT APPLY IN THAT STATE.
OK

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 2/28/2026 Policy No. LDC4068680 Endorsement No.

Insured MARIO SINACOLA & SONS EXCAVATING, INC. Premium $ Included

Insurance Company Safety National Casualty Corporation

Countersigned By _____

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.
This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule. The

premium for this endorsement is shown in the Schedule.

SCHEDULE

1. ( ) Specific Waiver

   (X) Blanket Waiver
   Any Person or Organization as required by written contract or agreement that is ex :cuted prior to the loss.

2. Operations:

3. Premium: $
   The premium charge for this endorsement shall be percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 2/28/2026 Policy No.LDC4068680 Endorsement No.
Named Insured MARIO SINACOLA & SONS EXCAVATING, INC. Premium $ Included

Insurance Company Safety National Casualty Corporation

Countersigned By

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SINACOLA

October 19, 2026

Town Of Prosper
Attn: Engineering Department
250 W. First Street
Prosper, TX 75078

ATTENTION: **Mr. Hulon Webb, Jr., P.E. - Director of Engineering Services**

We propose to furnish all labor, materials and equipment necessary to construct the following described work:

PROJECT: **DNT NB Frontage Road Repairs & Frontier Parkway Improvements at DNT**
LOCATION: **Prosper, TX**

DNT NB Frontage Road Repairs

Item	*Description	Quantity	Unit	Unit Bid		Total Bid
1	REMOVING CONC (PAV)	38,333.00	SY	50.00	$	1,916,650.00
2	ROADWAY GRADING FOR BASE	9,300.00	CY	10.00	$	93,000.00
3	FL BS (CMP IN PLC)(TY D GR1-2)(8")	9,300.00	CY	110.00	$	1,023,000.00
4	CONC PVMT (CONT REINF - CRCP) (9")	39,663.00	SY	74.00	$	2,935,062.00
5	BARRICADES, SIGNS AND TRAFFIC HANDLING	6.00	MO	80,000.00	$	480,000.00
6	MOISTURE TREATED SUBGRADE (36")	42,439.00	CY	10.00	$	424,390.00
7	INSTALL MBGF	490.00	LF	28.00	$	13,720.00
8	INSTALL GUARDRAIL END TREATMENT	4.00	EA	2,800.00	$	11,200.00
9	MTL BEAM GD FEN TRANS (THRIE-BEAM)	4.00	EA	2,200.00	$	8,800.00
10	RAIL (TY SSTR) (MOD)	406.00	LF	90.00	$	36,540.00
	DNT NB Frontage Road Repairs TOTAL				**$**	**6,942,362.00**

Frontier Parkway Improvements at DNT

Item	Description	Quantity	Unit	Unit Bid		Total Bid
1	PREP ROW	6.00	STA	25,000.00	$	150,000.00
2	REMOV CONC (RIPRAP)	148.00	SY	25.00	$	3,700.00
3	EXCAV (ROADWAY)	500.00	CY	10.00	$	5,000.00
4	EMBANK (FNL)(OC)(TY B)	5,000.00	CY	35.00	$	175,000.00
5	MOISTURE TREAT SUBGRADE (48")	2,000.00	CY	10.00	$	20,000.00
6	BLOCK SODDING	3,800.00	SY	4.35	$	16,530.00
7	LIME (QUICKLIME (DRY))	65.00	TN	325.00	$	21,125.00
8	LIME TRT (EXIST MATL)	2,900.00	SY	35.00	$	101,500.00
9	CONC PVMT (CRCP) (10")	2,745.00	SY	74.00	$	203,130.00

10	TRENCH EXCAVATION PROTECTION	300.00	LF	5.00	$	0
11	RIPRAP (STONE PROTECTION)(18 IN)	560.00	cy	275.00	$	154,000.00
12	CONC BOX CULV (10 FT X 6 FT)	1,500.00	LF	960.00	$	1,440,000.00
13	INLET (COMPL)(PCO)(5FT)(BOTH)	1.00	EA	9,000.00	$	9,000.00
14	BARRICADES, SIGNS AND TRAFFIC HANDLING	5.00	MO	80,000.00	$	400,000.00
15	TEMP SEDMT CONT FENCE (INSTALL)	625.00	LF	2.00	$	1,250.00
16	REFL PAV MRK TY II-C-R	21.00	EA	6.00	$	126.00
17	REFL PAV MRK TY I (W)8"(SLD)	2,543.00	LF	1.00	$	2,543.00
18	REFL PAV MRK TY I (W)12"(SLD)	400.00	LF	4.00	$	1,600.00
19	REFL PAV MRK TY I (W)24"(SLD)	217.00	LF	15.00	$	3,255.00
20	REFL PAV MRK TY I (W)(ARROW)	20.00	EA	245.00	$	4,900.00
21	REFL PAV MRK TY I (W)WORD)	14.00	EA	80.00	$	1,120.00
22	SMALL SIGN (R3-8)	8.00	EA	762.00	$	6,096.00
	Frontier Parkway Improvements at DNT TOTAL				**$**	**2,721,375.00**

PROPOSAL SUMMARY

DNT NB Frontage Road Repairs TOTAL	**$**	**6,942,362.00**
Frontier Parkway Improvements at DNT TOTAL	**$**	**2,721,375.00**
PROPOSAL SUMMARY TOTAL	**$**	**9,663,737.00**

QUALIFICATIONS:

- ~ Units & scope of work is based upon typical sections provided in the NTTA plans & specifications with the work limits agreed upon by Prosper & Sinacola and shown in Attachment A
- ~ Construction Plans (Including Signed & Sealed Traffic Control Plans) will be provided by the Town for both sections of work
- ~ All work on this proposal will be performed with one move-in at one time
- ~ Final quantities and pricing will be determined using Approved Plans & Final As-Builts in conjunction with the qualifications outlined within this proposal
- ~ Bonds included
- ~ No compaction, concrete or geotechnical testing
- ~ No fence removal, replacement or repair
- ~ No hazardous material removal
- ~ No import, export or trucking of material
- ~ No landscape, irrigation, electrical adjustments or repairs
- ~ No permits, inspection fees, impact fees or fees of any kind
- ~ No undercutting, moisture conditioning, or polyliner other than what is outlined in the plans & specifications
- ~ No builder's risk insurance
- ~ The Contractor will be paid the entirety of the monthly Barricades Item regardless of time utilized to complete the work based upon TXDOT Item 502
- ~ DNT NB Frontage Rd will be closed from 380 to Frontier Parkway while allowing all cross streets (First Street, Prosper Trail & Frontier Parkway) to remain open.
- ~ This proposal does not include any installation of, or cleaning of, underground pipes, culverts, or storm drain systems or utility work other than the what was previously identified herein.
- ~ This proposal assumes that all franchise utility relocations have been completed prior to commencement of the said work.

* ***Items Subsidiary to the DNT NB Frontage Rd Repair Proposal which are included in the above esta unit rates***
* Prep ROW, Mobilization, Survey
* 2' of Sod back of curb and seed to ROW including vegetative watering for grass establishment
* Removal & Reconstruction of 32 Inlet Tops & Throats
* Removal of Guardrail, Concrete Traffic Rail, and Guardrail End Treatments

^ ***Items Subsidiary to the Frontier Parkway Improvements at DNT Proposal which are included in the above established unit rates***

^ Mobilization
^ Concrete Pavement Removal
^ 4" of Topsoil
^ 4" Concrete Rip Rap Median
^ Dowel on Curb
^ 10x6 Headwall SET(TY1)(6:1)
^ REFL PAV MRK TY I(W)4"(BRK)
^ REFL PAV MRK TY I(W)6"(BRK)

Should you have any questions, or need clarification regarding this proposal, please feel free to contact this office.

Sincerely,
MARIO SINACOLA & SONS EXCAVATING, INC.

Bradley S. Missler
Vice President of Operations

LOCATION MAP

Dallas North Tollway

