



**Agenda**  
**Prosper Town Council Meeting**  
Prosper Town Hall, Council Chambers  
250 W. First Street, Prosper, Texas  
Tuesday, November 28, 2023  
**6:15 PM**

Welcome to the Prosper Town Council Meeting.

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

**Addressing the Town Council:**

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

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

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

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

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

**Call to Order/ Roll Call.**

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

**Announcements of recent and upcoming events.**

**Presentations.**

1. Recognize Mike Howard with the Prosper Police Department. (DK)
2. Presentation to the Town of Prosper for the 2023 Award for Planning Excellence from the Amercian Planning Association Texas Chapter. (DH)

**CONSENT AGENDA:**

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

- [3.](#) Consider and act upon the minutes from the November 14, 2023, Town Council Work Session meeting. (MLS)
- [4.](#) Consider and act upon the minutes from the November 14, 2023, Town Council Regular meeting. (MLS)
- [5.](#) Consider acceptance of the October 2023 monthly financial report. (CL)
- [6.](#) Consider and act upon a resolution suspending the September 1, 2023, effective date of a rate request from CoServ Gas Ltd, for the maximum period allowed by law. (TW)
- [7.](#) Consider and act upon the approval of the purchase of a Forensics X7 Scanning System through the DIR-CPO-4504; and authorizing the Town Manager to execute documents for the same. (DK)
- [8.](#) Consider and act upon authorizing the Town Manager to execute a Service Agreement between Flock Group Inc. and the Town of Prosper, Texas, related to the purchase of additional products and services. (DK)
- [9.](#) Consider and act upon approval of the purchase of one Pegasus S5493 Mower with accessories and authorize the Town Manager to execute documents related to the purchase. (DB)
- [10.](#) Consider and act upon authorizing the Town Manager to execute an Interlocal Agreement between the County of Collin, Texas, and the Town of Prosper, Texas, related to the Coit Road Intersection Improvements project. (HW)
- [11.](#) Consider and act upon approving Change Order No. 02 for CSP No. 2022-50-B to McMahon Contracting, LP, related to construction services for the Fishtrap (Teel - Gee Road) & Gee Road (Fishtrap - Windsong Retail) project; and authorizing the Town Manager to execute Change Order No. 02 for same. (HW)
- [12.](#) Consider and act upon an ordinance amending Section 12.08.022, "Definitions," and repealing Section 12.08.003, "Unlawful Act/Exemptions," with a new Section 12.08.003, "Approved and Prohibited Truck Routes; Exemptions,." of Article 12.08, "Truck Routes," of Chapter 12, "Traffic," of the Code of Ordinances. (HW)
- [13.](#) Consider and act upon authorizing the Town Manager to execute a Development Agreement between Blue Star Allen Land L.P., 701/709 Stadium Drive LLC, and the Town of Prosper, Texas, related to the construction of Safety Way. (HW)
- [14.](#) Consider and act upon an ordinance to rezone for a Specific Use Permit (SUP) for a Drive-Thru Restaurant, on 1.5± acres, located south of West Frontier Parkway and east of North Dallas Parkway. (ZONE-23-0013) (DH)
- [15.](#) Consider and act upon authorizing the Town Manager to execute a Development Agreement between DNT Frontier LP and the Town of Prosper relative to McDonald's. (DH)
- [16.](#) Consider and act upon an ordinance to rezone 0.3± acres from Single Family-15 (SF-15) to Downtown Single Family (DTSF), for Hillside Addition, Block 2, Lot 4, located north of East Fifth Street and west of North Church Street. (ZONE-23-0018) (DH)

17. Consider and act upon authorizing the Town Manager to execute a Development Agreement between Christopher & Jennifer Richter and the Town of Prosper relative to 209 East Fifth Street. (DH)
18. Consider and act upon whether to direct staff to submit a written notice of appeals on behalf of the Town Council to the Development Services Department, pursuant to Chapter 4, Section 1.5(C)(7) and 1.6(B)(7) of the Town's Zoning Ordinance, regarding action taken by the Planning & Zoning Commission on any Site Plans including Frontier South Retail 1, Gates of Prosper Park, St. Martin de Porres, and Lighthouse Church. (DH)

### **CITIZEN COMMENTS**

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

### **REGULAR AGENDA:**

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

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

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

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

### **EXECUTIVE SESSION:**

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

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

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

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

*Section 551.071 - To consult with the Town Attorney regarding In re Aqueous Film-Forming Foams Product Liability Litigation, a nationwide class action lawsuit involving 3M Company and DuPont Company, pending in the United States District Court for the District of South Carolina, Charleston Division.*

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

**Adjourn.**

## CERTIFICATION

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted at Prosper Town Hall, located at 250 W. First Street, Prosper, Texas 75078, a place convenient and readily accessible to the general public at all times, and said Notice was posted by 5:00 p.m., on Wednesday, November 22, 2023, and remained so posted at least 72 hours before said meeting was convened.

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

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

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

## NOTICE

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

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



## MINUTES

Item 3.

**Prosper Town Council Work Session**  
Prosper Town Hall – Council Chambers  
250 W. First Street, Prosper, Texas  
Tuesday, November 14, 2023

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

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

### **Council Members Present:**

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

### **Staff Members Present:**

Mario Canizares, Town Manager  
Michelle Lewis Sirianni, Town Secretary  
Terry Welch, Town Attorney  
Bob Scott, Deputy Town Manager  
Chuck Ewings, Assistant Town Manager  
Robyn Battle, Executive Director  
Mary Ann Moon, Economic Development Director  
Hulon Webb, Director of Engineering Services  
David Hoover, Development Services Director  
Chris Landrum, Finance Director  
Jessika Hotchkin, Help Desk Technician  
Suzanne Porter, Planning Manager  
Doug Kowalski, Police Chief

### **Items for Individual Consideration**

#### **1. Discuss development strategies for Economic Development. (MM)**

Ms. Moon presented an overview regarding Economic Development, which included types of strategies, approaches, elements, metrics, and types of data analyses used, as well as the importance of setting processes and policies.

### **Adjourn.**

The meeting was adjourned at 6:05 p.m.

These minutes were approved on the 28<sup>th</sup> day of November 2023.

**APPROVED:**

---

**David F. Bristol, Mayor**

ATTEST:

---

Michelle Lewis Sirianni, Town Secretary

DRAFT



**MINUTES**  
**Prosper Town Council Meeting**  
Prosper Town Hall, Council Chambers  
250 W. First Street, Prosper, Texas  
Tuesday, November 14, 2023

**Call to Order/ Roll Call.**

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

**Council Members Present:**

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

**Staff Members Present:**

Mario Canizares, Town Manager  
Michelle Lewis Sirianni, Town Secretary  
Terry Welch, Town Attorney  
Bob Scott, Deputy Town Manager  
Chuck Ewings, Assistant Town Manager  
Robyn Battle, Executive Director  
David Hoover, Development Services Director  
Hulon Webb, Director of Engineering  
Suzanne Porter, Planning Manager  
Chris Landrum, Finance Director  
Leigh Johnson, IT Director  
Frank Jaromin, Director of Public Works  
Todd Rice, Communications Manager  
Jessika Hotckin, Help Desk Technician  
Doug Kowalski, Police Chief  
Stuart Blasingame, Fire Chief  
Shaw Eft, Assistant Fire Chief

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

Greg Jones 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 Kern made the following announcements:

Thank you to approximately the 234 participants that took part in this year's Veteran's Day 5K Fun Run, as well as special thank you to all those who helped make this a fun event for all.

Reminder that Town Hall Offices will be closed on Thursday, November 23 and Friday, November 24 for the Thanksgiving Holiday. Due to the holiday, residents whose trash service falls on Thursday or Friday will be delayed by one day. The special bulk drop off location at Public Works will also be closed on Saturday, November 25.

The Prosper Community Library will close at 5:00 p.m. on Wednesday, November 22 and be closed on Thursday, November 23 through Saturday, November 25 for the Thanksgiving Holiday.

Prosper residents and businesses are invited to dress up their locations for the annual Light the Night decorating contest sponsored by CoServ. Contest winners in several categories will receive a yard sign, gift card, and social media recognition. Those wishing to participate may sign up online through our Parks & Recreation Department. The deadline to enter is Sunday, December 10 with judging taking place on Wednesday, December 13. The winners will be announced on Friday, December 15.

The Prosper annual Christmas Festival will take place on Saturday, December 2 at Prosper Town Hall. Come experience the magic of Santa Claus in his Workshop, the Kids Christmas Shoppe, dazzling exhibits, Kids Fun Zone, Community Stage performances, carriage rides, live demonstrations, and food truck vendors. Also, don't miss out on the Prosper Rotary Club Christmas Parade at 2:30 p.m., and the Tree Lighting with Mayor Bristol at 7:00 p.m. For more information visit the Special Events page through the Parks & Recreation Department.

The Prosper Ladies Association is sponsoring their annual Prosper Christmas Angel Program. A Christmas Angel Tree is located in the lobby of Town Hall. Beginning Wednesday, November 15, residents may select a Wish Tag from the tree and scan the QR code to help a Prosper ISD child or a senior citizen have a Merry Christmas. Gift drop-off dates are December 4th through 6th.

Mayor Bristol recognized Liberty Okefe for writing a letter notifying the Town of a concern she had. Mayor Bristol thanked Liberty for her good citizenship.

### **Presentations.**

**1. Proclamation recognizing November 18, 2023, as National Injury Prevention Day. (MLS)**

Mayor Bristol read and presented a Proclamation to members of Cook Children's Medical Center.

**2. Proclamation recognizing December 9, 2023, as Salvation Army Red Kettle Campaign Day. (MLS)**

Mayor Bristol read and presented a Proclamation to members of the North Texas Salvation Army.

**3. Proclamation recognizing November 13-17, 2023, as National GIS Awareness Week. (MLS)**

Mayor Bristol read and presented a Proclamation to the Town's GIS Department employees.

**4. Recognize individuals and the Fire Department for Life Saving efforts and awards. (SB)**

Chief Blasingame recognized members of the Prosper Fire Rescue, Dispatch, and a Building Inspection Department employee for their efforts during a lifesaving incident.

**5. Recognition of Charles Ewings for his dedicated service in the Texas Air National Guard. (DFB)**

Mayor Bristol recognized Mr. Ewings on his retirement of over 30 years of service in the Texas Air National Guard.

**CONSENT AGENDA:**

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

6. **Consider and act upon the minutes from the October 24, 2023, Town Council Work Session meeting. (MLS)**
7. **Consider and act upon the minutes from the October 24, 2023, Town Council Regular meeting. (MLS)**
8. **Receive the Quarterly Investment Report for September 30, 2023. (CL)**
9. **Consider and act upon Resolution 2023-73 approving the Town of Prosper and Prosper Economic Development Corporation (PEDC) Investment Policy and Investment Strategy and approving the list of qualified brokers/dealers and financial institutions that are authorized to engage in investment transactions with the Town of Prosper and the PEDC. (RBS)**
10. **Consider authorizing the Town Manager to execute a six-month renewal of the Professional Services Agreement between Valley View Consulting, L.L.C., and the Town of Prosper, Texas, related to Investment Advisory services. (RBS)**
11. **Consider approval of adding Chapter 21, Capital Projects Management Policy to the Town's Administrative Regulations. (RBS)**
12. **Consider and act upon Resolution 2023-74 casting its votes for the Collin County Central Appraisal District Board of Directors (CCAD). (MLS)**
13. **Consider and act upon Resolution 2023-75 casting its votes for the Denton County Central Appraisal District Board of Directors (DCAD). (MLS)**
14. **Consider and act upon approving the expenditure for annual software assurance of the Town's computer aided dispatch and record management systems for Public Safety, from Integrated Computer Systems, Inc., a sole source provider. (LJ)**
15. **Consider and act upon approval of various annual maintenance, repair, and operational purchases for the Information Technology Department during FY 2024. (LJ)**
16. **Consider and act upon approving the purchase of Brine Master BM 3000 and ICE Master T-Series truck mounted applicator, from C&H Outdoor, LLC, through the Sourcewell Purchasing Cooperative; and authorizing the Town Manager to execute documents for the same. (FJ)**
17. **Consider and act upon approval of a portion of the FY24 vehicle and VERF equipment purchases utilizing cooperative purchasing contracts and approving the Town Manager to execute documents for same. (CL)**
18. **Consider and act upon approving a Services Agreement with Strategies 360 Texas, LLC, for Strategic Advocacy Services, and authorize the Town Manager to execute the same. (RB)**

19. Consider and act upon approving an amendment to the agreement with Bureau Veritas for Annual Fire Safety Inspections; and authorize the Town Manager to execute the same. (SB)
20. Consider and act upon authorizing the Town Manager to execute a Professional Service Agreement between Front Line Mobile Health, PLLC, and the Town of Prosper Fire Rescue related to annual medical evaluations. (SB)
21. Consider and act upon approving an agreement with Medical Center of Plano for Medical Control and Continuing Education Services; and authorize the Town Manager to execute the same. (SB)
22. Consider and act upon authorizing the Town Manager to execute a Service Agreement between Cut with Craft and the Town of Prosper related to landscape maintenance for fire stations. (SB)
23. Consider and act upon authorizing the Town Manager to execute an Escrow Agreement between Prosper Independent School District (PISD), and the Town of Prosper, Texas, related to the design and construction of improvements on Teel Parkway and at the intersection of First Street and Artesia Boulevard adjacent to the Richland High School property. (HW)
24. Consider and act upon authorizing the Town Manager to execute a Water Impact Fee Agreement between DNT Frontier, LP, and the Town of Prosper, Texas, related to the construction of a water line to serve the DNT Frontier Retail Center development. (HW)
25. Consider and act upon authorizing the Town Manager to execute a Professional Engineering Services Agreement between Stantec Consulting Services, Inc., and the Town of Prosper, Texas, related to the design of traffic signals on First Street at Artesia Boulevard and on Teel Parkway at Prairie Drive. (HW)
26. Conduct a public hearing and consider and act upon a request for an extension of a Specific Use Permit (SUP) for a Concrete Batching Plant on 5.0± acres, located south of West First Street and west of South Dallas Parkway. The property is zoned Planned Development-19 (PD-19) Lattimore Batch Plan North and Specific Use Permit-6 (S-6) Nelson Bros Concrete Batch Plant. (S20-0002) (DH)
27. Consider and act upon whether to direct staff to submit a written notice of appeals on behalf of the Town Council to the Development Services Department, pursuant to Chapter 4, Section 1.5(C)(7) and 1.6(B)(7) of the Town's Zoning Ordinance, regarding action taken by the Planning & Zoning Commission on any Site Plans. (DH)

Mayor Pro-Tem Andres requested to pull item 12.

Deputy Mayor Pro-Tem Ray made a motion to approve items 6 through 11 and 13 through 27. Councilmember Hodges seconded that motion. Motion carried unanimously.

Mayor Pro-Tem Andres asked staff for reasoning behind the individual being selected. Mr. Scott noted that the Town selected the same person two years ago and due to having minimal votes, he recommended placing all of them with one person.

Mayor Pro-Tem Andres made a motion to approve Resolution 2023-74 casting its votes for the Collin County Central Appraisal District Board of Directors (CCAD). Councilmember Hodges seconded that motion. Motion carried unanimously.

Item 22 was subsequently withdrawn by staff.

## **CITIZEN COMMENTS**

No comments were made.

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

- 28. Conduct a public hearing and consider and act upon a request for a Planned Development for an Office/Retail Building on 0.4± acres, for Bryant's First Addition, Block 11, Lots 1, 11 and 12, located on the northeast corner of South Coleman Street and East Third Street. The property is zoned Single Family-15. (ZONE-23-0027) (DH)**

Mr. Hoover introduced the item indicating the applicant is requesting to build a two-story office building with two offices on the second floor and retail on the first floor. The base zoning being set as Downtown Retail allows for both office and retail uses that the applicant is seeking. Mr. Hoover indicated the list of permitted uses by right within this designation, proposed landscaping, and architectural standards. The Planning and Zoning Commission unanimously recommended approval. Staff recommends approval.

The Town Council discussed concerns regarding the number of parking spaces proposed, footprint and orientation of the building, permitted uses, and concerns about having higher density retail uses.

Michael Bryant, applicant, noted the plans and intent for the building. He noted the second floor would be office space for him and his business partner and the first floor would be for retail. The applicant was acceptable to having low density retail uses on the first floor.

Mayor Bristol opened the public hearing.

No comments were made.

Mayor Bristol closed the public hearing.

The Town Council further discussed the proposed parking, landscaping, excluding high density retail uses, and the widening of Coleman Street.

Councilmember Hodges made a motion to approve a request for a Planned Development for an Office/Retail Building on 0.4± acres, for Bryant's First Addition, Block 11, Lots 1, 11 and 12, located on the northeast corner of South Coleman Street and East Third Street subject to the following conditions: the first floor of the proposed structure may be used for retail or office uses and the second floor being limited to office use only; no beauty salons, nail salons, or barber shops shall be permitted on the property; and, the easter most landscape island on the north side of the project adjacent to the three (3) parking spaces may be deleted and utilized as a parking space. Mayor Pro-Tem Andres seconded that motion. Motion carried with a 6-1 vote. Deputy Mayor Pro-Tem Ray voting in opposition.

*Councilmember Bartley left the dais.*

**29. Conduct a public hearing and consider and act upon a request for a Planned Development for an Office Building on 0.5± acres, for Bryant's First Addition, Block 22, Lots 7-9, located on the northwest corner of South Parvin Street and East Second Street. The property is zoned Single Family-15. (ZONE-23-0028) (DH)**

Mr. Hoover introduced the item indicating the purpose of this request is to rezone the property from Single Family-15 to a Planned Development with a base zoning of Downtown Office. The intent of the request is to renovate an existing home into a professional office. The base zoning being set as Downtown Office allows the office uses that the applicant is seeking. Mr. Hoover indicated the list of permitted uses by right within this designation, proposed landscaping, and architectural standards. The Planning and Zoning Commission unanimously recommended approval. Staff recommends approval.

Councilmember Hodges asked how many parking spaces were proposed. Mr. Hoover replied there are five (5) spaces proposed.

Mayor Bristol opened the public hearing.

No comments were made.

Mayor Bristol closed the public hearing.

Councilmember Cotten made a motion to approve a request for a Planned Development for an Office Building on 0.5± acres, for Bryant's First Addition, Block 22, Lots 7-9, located on the northwest corner of South Parvin Street and East Second Street. The property is zoned Single Family-15. Deputy Mayor Pro-Tem seconded that motion. Motion carried 6-0.

*Councilmember Bartley returned to the dais.*

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

Mr. Hoover introduced this item listing the districts within the Comprehensive Plan where multifamily is identified within the Future Land Use Plan (FLUP) and the proposed amendments within each district. The Planning and Zoning Commission unanimously recommended approval. Staff recommends approval.

Mayor Bristol opened the public hearing.

No comments were made.

Mayor Bristol closed the public hearing.

The Town Council discussed minimum density requirements, height of buildings in each area and how these proposed amendments could change these areas. The Town Council was in consensus that more time was needed to evaluate the proposed amendments and any potential consequences of the changes.

Councilmember Bartely made a motion to table December 12, 2023, amending Chapter 2, Section 13 – Multifamily District; Chapter 4, Section 4.3 – Non-residential and multifamily parking provisions; and Chapter 4, Section 8 – Non-Residential & Multifamily Design and Development of the Town of Prosper Zoning Ordinance to modify Multifamily development standards. Councilmember Cotten seconded that motion. Motion carried unanimously.

**31. Conduct a public hearing to consider and act upon amending Chapter 4, Section 5.2 – Location of Required Screening, of the Town of Prosper Zoning Ordinance to modify the screening requirements for trash and recycling collection areas. (ZONE-23-0025) (DH)**

Mr. Hoover introduced the item stating that based on discussions and comments provided by the Town Council, staff reviewed the criteria and is recommending additional criteria to minimize the visual impact of the refuse, the containers, and the screening walls. Mr. Hoover provided a summary of the proposed modifications which included the height of the screening walls will be of sufficient height to entirely screen the container(s), gate closed at all times unless being serviced, additional landscaping around the enclosure, and the enclosure shall remain clear of debris and food residue at all times. The Planning and Zoning Commission unanimously recommended approval. Staff recommends approval.

The Town Council discussed the height of the enclosure and gate, color of the doors to match exterior of enclosure, and provisions to lock the enclosure.

Mayor Bristol opened the public hearing.

No comments were made.

Mayor Bristol closed the public hearing.

Councilmember Hodges made a motion to approve amending Chapter 4, Section 5.2 – Location of Required Screening, of the Town of Prosper Zoning Ordinance to modify the screening requirements for trash and recycling collection areas as presented. Mayor Pro-Tem Andres seconded that motion. Motion carried unanimously.

**32. Conduct a public hearing to consider and act upon amending Chapter 3, Section 1.4, Subpart 38 – Automobile Sales/Leasing, Used, of the Town of Prosper Zoning Ordinance to provide additional criteria for this use. (ZONE-23-0026) (DH)**

Mr. Hoover introduced this item stating that this amendment adds the following criteria that will only allow a used car dealership to operate in conjunction with a new car dealership. Used vehicle sales are only permitted as an accessory use to new vehicle sales. The Planning and Zoning Commission unanimously recommended approval. Staff recommends approval.

Councilmember Hodges asked how this applies to individuals who work on and sell used cars out of their home. Mr. Hoover replied that he believes that someone would need to sell five (5) or more cars to be considered used car sales.

Mayor Bristol opened the public hearing.

No comments were made.

Mayor Bristol closed the public hearing.

Councilmember Bartley made a motion to approve amending Chapter 3, Section 1.4, Subpart 38 – Automobile Sales/Leasing, Used, of the Town of Prosper Zoning Ordinance to provide additional criteria for this use. Councilmember Cotten seconded that motion. Motion carried unanimously.

- 33. Consider and act upon Resolution 2023-76 of the Town Council of the Town of Prosper, Texas, declaring the public necessity to acquire certain properties for right-of-way, and temporary construction easements for the construction of the First Street (DNT - Coleman) project; determining the public use and necessity for such acquisition; authorizing the acquisition of property rights necessary for said Project; appointing an appraiser and negotiator as necessary; authorizing the Town Manager to establish just compensation for the property rights to be acquired; authorizing the Town Manager to take all steps necessary to acquire the needed property rights in compliance with all applicable laws and resolutions; and authorizing the Town Attorney to institute condemnation proceedings to acquire the property if purchase negotiations are not successful. (HW)**

Mr. Webb stated this item addresses changes encountered during the acquisition process for two (2) of those parcels that have altered the area of real property that needs to be acquired. It is not anticipated that all parcels will require the use of eminent domain to complete the acquisition process, however, staff is requesting advance authorization to pursue acquisition by eminent domain if standard negotiations are unsuccessful.

Mayor Pro-Tem Andres made a motion to approve a Resolution 2023-76 of the Town Council of the Town of Prosper, Texas, declaring the public necessity to acquire certain properties for right-of-way, and temporary construction easements for the construction of the First Street (DNT - Coleman) project; determining the public use and necessity for such acquisition; authorizing the acquisition of property rights necessary for said Project; appointing an appraiser and negotiator as necessary; authorizing the Town Manager to establish just compensation for the property rights to be acquired; authorizing the Town Manager to take all steps necessary to acquire the needed property rights in compliance with all applicable laws and resolutions; and authorizing the Town Attorney to institute condemnation proceedings to acquire the property if purchase negotiations are not successful. Deputy Mayor Pro-Tem Ray seconded that motion.

- Councilmember Cotten – In Favor
- Councilmember Hodges – In Favor
- Deputy Mayor Pro-Tem Ray – In Favor
- Mayor Pro-Tem Andres – In Favor
- Councilmember Kern – In Favor
- Councilmember Bartley – In Favor
- Mayor Bristol – In Favor

Motion carried with a vote 7-0.

- 34. Discuss development strategies for Economic Development. (MM) [Continuation from the Work Session if needed.]**

No additional discussion took place.

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

Councilmember Bartley provided a CIP Subcommittee report.

Mayor Bristol and Ms. Battle provided a Legislative Subcommittee report.

Councilmember Kern noted the Downtown Advisory Committee met establishing a framework for meeting and potential items that they would like to bring forward for discussion.

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

Councilmember Hodges asked staff about changing those Board members currently serving who wish to run for Council. Staff indicated this would require an election by amending the Charter.

Deputy Mayor Pro-Tem Ray requested staff to review areas where drainage easements are abutting properties creating secondary affects.

Councilmember Bartley requested to review dry detention in commercial areas and the parking requirement in Downtown, specifically, how long can a car park in one spot without moving.

**EXECUTIVE SESSION:**

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

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

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

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

The Town Council recessed into Executive Session at 8:30 p.m.

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

The Town Council reconvened into Regular Session at 9:19 p.m.

Mayor Pro-Tem Andres made a motion to approve an Amortization and Settlement Agreement with Holcim-SOR, Inc., and Vulcan Materials Company relative to the cessation of operations on their respective properties and authorize the Town Manager to execute the same. Deputy Mayor Pro-Tem Ray seconded that motion. Motion carried unanimously.

**Adjourn.**

The meeting was adjourned at 9:20 p.m.

These minutes were approved on the 28<sup>th</sup> day of November 2023.

**APPROVED:**

---

**David F. Bristol, Mayor**

ATTEST:

Michelle Lewis Sirianni, Town Secretary

DRAFT



## FINANCE

**To: Mayor and Town Council**

**From: Chris Landrum, Finance Director**

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

**Re: October 2023 Monthly Financial Report**

**Town Council Meeting – November 28, 2023**

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

**Agenda Item:**

Consider acceptance of the October 2023 monthly financial report.

**Description of Agenda Item:**

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

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

**Budget Impact:**

There is no budgetary impact affiliated with this item.

**Legal Obligations and Review:**

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

**Attached Documents:**

1. Monthly Financial Report – October 31, 2023

**Town Staff Recommendation:**

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

**Proposed Motion:**

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



# MONTHLY FINANCIAL REPORT as of October 31, 2023 Cash/Budgetary Basis

Prepared by  
Finance Department

November 28, 2023

TOWN OF PROSPER, TEXAS

# MONTHLY FINANCIAL REPORT

## October 2023

### Table of Contents

General Fund	3
General Fund Charts	4 - 7
Crime Control and Prevention Special Purpose District	8
Fire Control, Prevention, and Emergency Medical Services Special Purpose District	9
TIRZ #1 - Blue Star	10
TIRZ #2	11
Debt Service Fund	12
Special Revenue Fund	13
Park Dedication and Improvement Fund	14
East Thoroughfare Impact Fees Fund	15
West Thoroughfare Impact Fees Fund	16
Water Impact Fees Fund	17
Wastewater Impact Fees Fund	18
Impact Fee Chart	19
Vehicle and Equipment Replacement Fund	20
Health Insurance Fund	21
Water-Sewer Fund	22 - 23
Water-Sewer Fund Charts	24 - 26
Storm Drainage Utility Fund	27
Solid Waste Fund	28
Solid Waste Fund Chart	29
Capital Projects Fund-General	30 - 31
Capital Projects Fund-Water/Sewer	32

**TOWN OF PROSPER, TEXAS**  
**MONTHLY FINANCIAL REPORT**  
**October 31, 2023**  
**Expected Year to Date Percent 8.33%**

**GENERAL FUND**

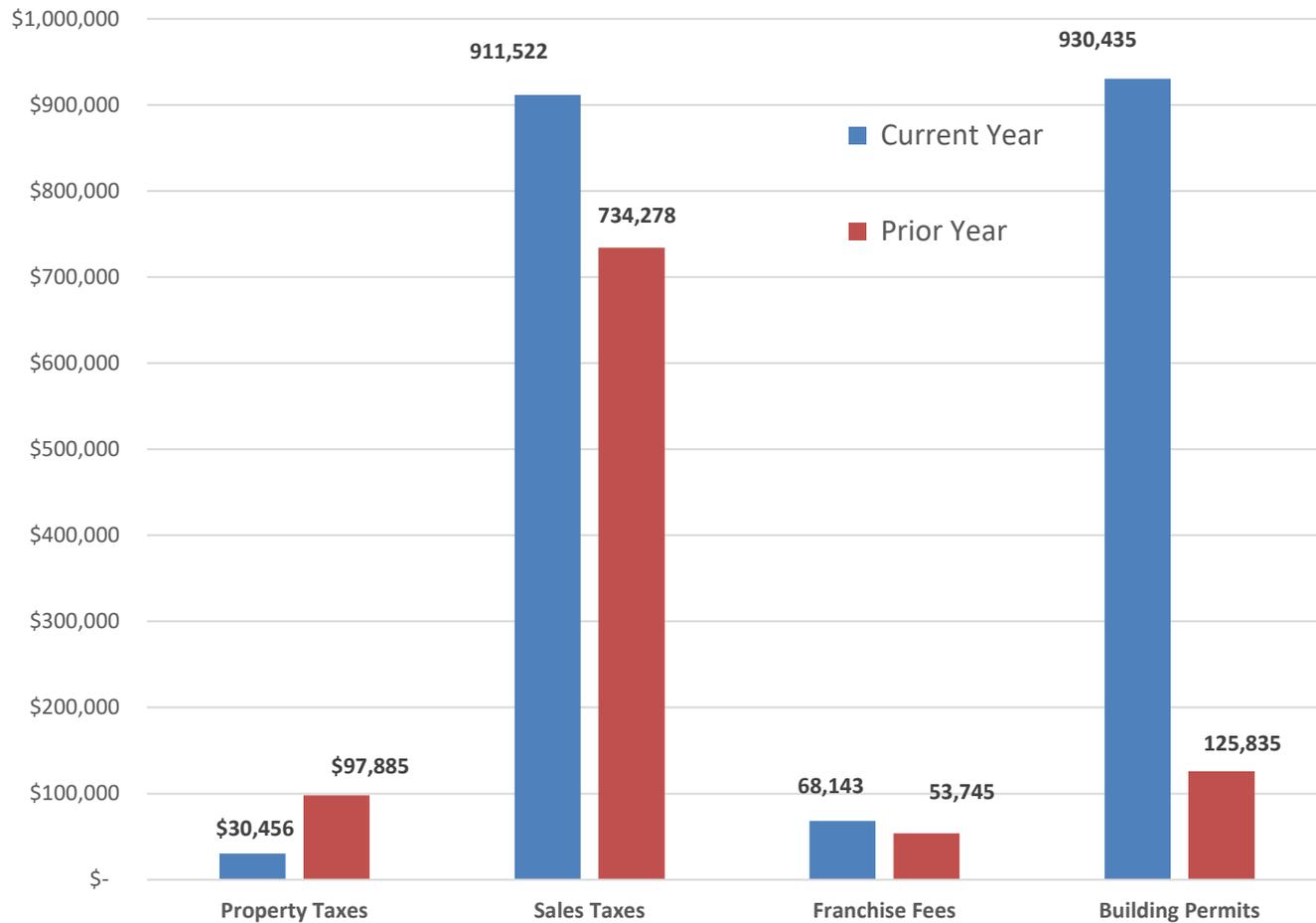
	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actuals	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actuals	Change from Prior Year
<b>REVENUES</b>										
Property Taxes	\$ 22,592,145	\$ -	\$ 22,592,145	\$ 30,456	\$ -	\$ 22,561,689	0%	1	\$ 97,885	-69%
Sales Taxes	13,835,910	-	13,835,910	911,522	-	12,924,388	7%		734,278	24%
Franchise Fees	3,221,816	-	3,221,816	68,143	-	3,153,673	2%	2	53,745	27%
Building Permits	3,700,000	-	3,700,000	930,435	-	2,769,565	25%		125,835	639%
Other Licenses, Fees & Permits	2,181,050	-	2,181,050	87,953	-	2,093,097	4%		70,251	25%
Charges for Services	1,296,023	-	1,296,023	5,362	-	1,290,661	0%		4,106	31%
Fines & Warrants	300,500	-	300,500	34,454	-	266,046	11%		34,873	-1%
Intergovernmental Revenue (Grants)	37,840	-	37,840	-	-	37,840	0%		21,520	-100%
Interest Income	750,000	-	750,000	66,613	-	683,387	9%		43,044	55%
Miscellaneous	63,751	-	63,751	5,103	-	58,649	8%		8,213	-38%
Park Fees	860,100	-	860,100	31,108	-	828,993	4%		17,054	82%
Transfers In	1,297,102	-	1,297,102	108,092	-	1,189,010	8%		102,945	5%
<b>Total Revenues</b>	<b>\$ 50,136,237</b>	<b>\$ -</b>	<b>\$ 50,136,237</b>	<b>\$ 2,279,240</b>	<b>\$ -</b>	<b>\$ 47,856,997</b>	<b>5%</b>		<b>\$ 1,313,749</b>	<b>73%</b>
<b>EXPENDITURES</b>										
Administration	\$ 11,693,828	\$ -	\$ 11,693,828	\$ 793,424	\$ 350,478	\$ 10,549,925	10%		\$ 531,905	49%
Police	9,595,898	-	9,595,898	325,142	129,143	9,141,613	5%		195,902	66%
Fire/EMS	10,562,840	-	10,562,840	457,421	401,096	9,704,322	8%		404,241	13%
Public Works	4,567,242	-	4,567,242	70,388	225,530	4,271,324	6%		44,494	58%
Community Services	7,486,803	-	7,486,803	326,544	420,997	6,739,262	10%		238,196	37%
Development Services	4,139,855	-	4,139,855	113,905	100,899	3,925,051	5%		92,476	23%
Engineering	2,684,047	-	2,684,047	99,093	50,000	2,534,954	6%		67,800	46%
Transfers Out	-	-	-	-	-	-	0%		-	0%
<b>Total Expenses</b>	<b>\$ 50,730,513</b>	<b>\$ -</b>	<b>\$ 50,730,513</b>	<b>\$ 2,185,917</b>	<b>\$ 1,678,143</b>	<b>\$ 46,866,452</b>	<b>8%</b>		<b>\$ 1,575,014</b>	<b>39%</b>
<b>REVENUE OVER (UNDER) EXPENDITURES</b>	<b>\$ (594,276)</b>	<b>\$ -</b>	<b>\$ (594,276)</b>	<b>\$ 93,323</b>					<b>\$ (261,265)</b>	
Beginning Fund Balance October 1			15,011,987	15,011,987						
Ending Fund Balance			<u>\$ 14,417,712</u>	<u>\$ 15,105,310</u>						

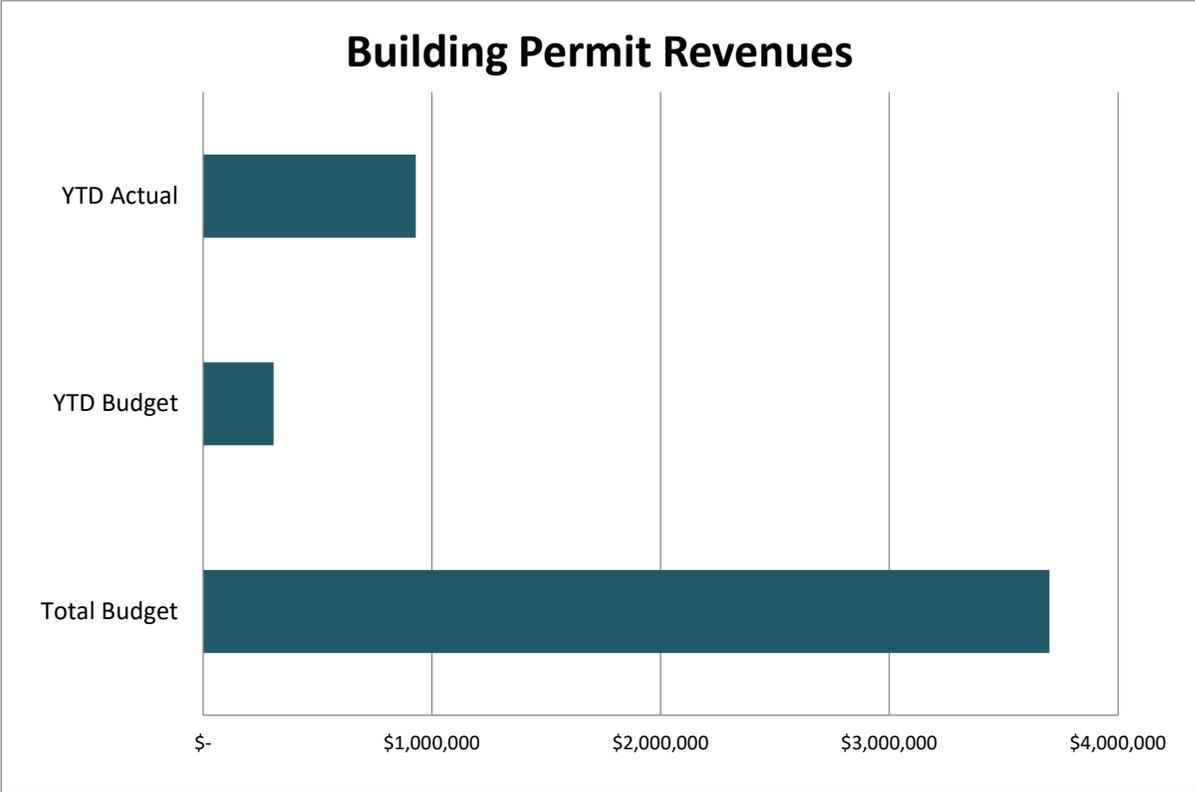
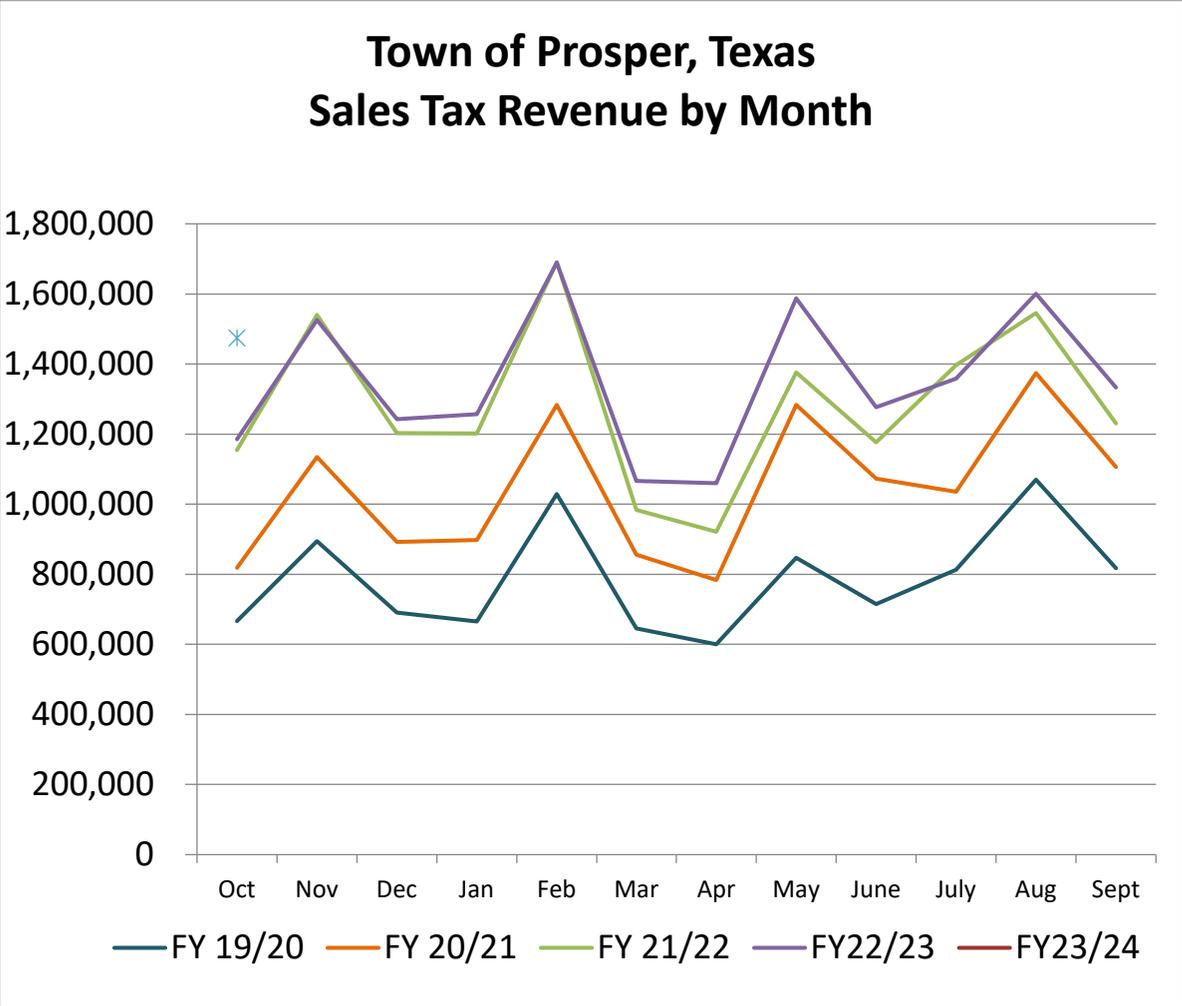
**Notes**

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

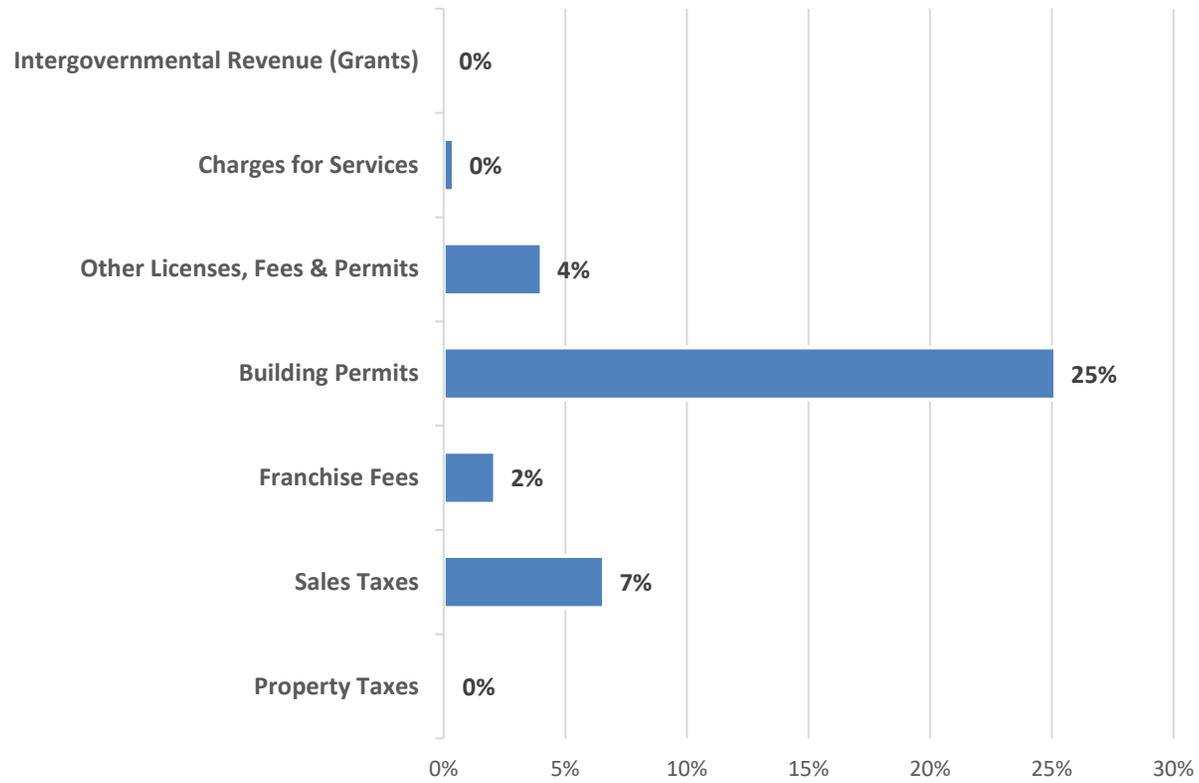
# GENERAL FUND REVENUE

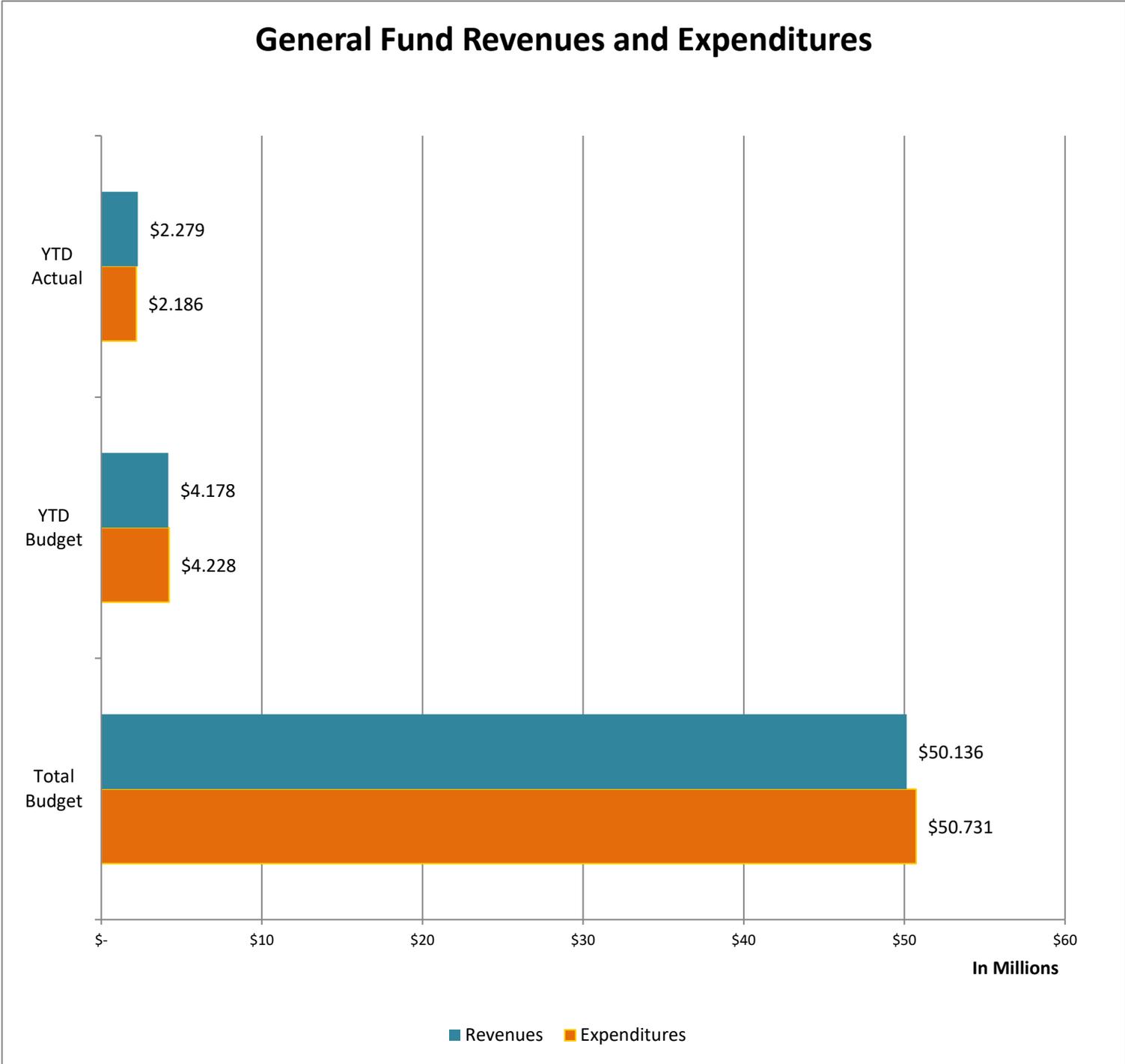
## Current YTD to Prior Year YTD Actual Comparison





## GENERAL FUND YTD REVENUE % OF ANNUAL BUDGET





**TOWN OF PROSPER, TEXAS  
MONTHLY FINANCIAL REPORT  
October 31, 2023  
Expected Year to Date Percent 8.33%**

**CRIME CONTROL AND PREVENTION SPECIAL PURPOSE DISTRICT**

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
<b>REVENUES</b>										
Sales Tax - Town	\$ 3,060,806	\$ -	\$ 3,060,806	\$ 243,356	\$ -	\$ 2,817,450	8%		\$ 195,356	25%
Interest Income	1,200	-	1,200	-	-	1,200	0%		246	-100%
Other	-	-	-	-	-	-	0%		-	0%
Total Revenue	\$ 3,062,006	\$ -	\$ 3,062,006	\$ 243,356	\$ -	\$ 2,818,650	8%		\$ 195,601	24%
<b>EXPENDITURES</b>										
Personnel	\$ 3,167,364	\$ -	\$ 3,167,364	\$ 122,895	\$ -	\$ 3,044,469	4%		\$ 110,183	12%
Other	1,200	-	1,200	-	-	1,200	0%		(10,109)	-100%
Total Expenditures	\$ 3,168,564	\$ -	\$ 3,168,564	\$ 122,895	\$ -	\$ 3,045,669	4%		\$ 100,073	23%
REVENUE OVER (UNDER) EXPENDITURES	\$ (106,558)	\$ -	\$ (106,558)	\$ 120,461					\$ 95,528	
Beginning Fund Balance October 1			210,707	210,707					302,439	
Ending Fund Balance Current Month			<u>\$ 104,149</u>	<u>\$ 331,168</u>					<u>\$ 397,967</u>	

**TOWN OF PROSPER, TEXAS**  
**MONTHLY FINANCIAL REPORT**  
**October 31, 2023**  
**Expected Year to Date Percent 8.33%**

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

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
<b>REVENUES</b>										
Sales Tax - Town	\$ 3,060,806	\$ -	\$ 3,060,806	\$ 242,942	\$ -	\$ 2,817,864	8%		\$ 195,275	24%
Interest Income	600	-	600	987	-	(387)	164%		266	271%
Other	-	-	-	-	-	-	0%		-	0%
<b>Total Revenue</b>	<b>\$ 3,061,406</b>	<b>\$ -</b>	<b>\$ 3,061,406</b>	<b>\$ 243,929</b>	<b>\$ -</b>	<b>\$ 2,817,477</b>	<b>8%</b>		<b>\$ 195,542</b>	<b>25%</b>
<b>EXPENDITURES</b>										
Personnel	\$ 3,026,823	\$ -	\$ 3,026,823	\$ 93,444	\$ -	\$ 2,933,379	3%		\$ 104,828	-11%
Other	2,400	-	2,400	-	-	2,400	0%		(10,109)	-100%
<b>Total Expenditures</b>	<b>\$ 3,029,223</b>	<b>\$ -</b>	<b>\$ 3,029,223</b>	<b>\$ 93,444</b>	<b>\$ -</b>	<b>\$ 2,935,779</b>	<b>3%</b>		<b>\$ 94,719</b>	<b>-1%</b>
<b>REVENUE OVER (UNDER) EXPENDITURES</b>	<b>\$ 32,183</b>	<b>\$ -</b>	<b>\$ 32,183</b>	<b>\$ 150,485</b>					<b>\$ 100,823</b>	
Beginning Fund Balance October 1			495,556	495,556					203,982	
Ending Fund Balance Current Month			<u>\$ 527,739</u>	<u>\$ 646,041</u>					<u>\$ 304,805</u>	

**TOWN OF PROSPER, TEXAS**  
**MONTHLY FINANCIAL REPORT**  
**October 31, 2023**  
**Expected Year to Date Percent 8.33%**

**TIRZ #1 - BLUE STAR**

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
<b>REVENUES</b>									
Impact Fee Revenue:									
Water Impact Fees	\$ -	\$ -	\$ -	\$ -	\$ -	0%		\$ -	0%
Wastewater Impact Fees	750,000	-	750,000	39,508	710,492	5%		6,327	524%
East Thoroughfare Impact Fees	-	-	-	-	-	0%		-	0%
Property Taxes - Town (Current)	1,108,174	-	1,108,174	-	1,108,174	0%		-	0%
Property Taxes - Town (Rollback)	-	-	-	-	-	0%		-	0%
Property Taxes - County (Current)	236,601	-	236,601	-	236,601	0%		-	0%
Sales Taxes - Town	1,372,209	-	1,372,209	76,690	1,295,519	6%		74,138	3%
Sales Taxes - EDC	1,149,225	-	1,149,225	64,228	1,084,997	6%		62,091	3%
Interest Income	6,000	-	6,000	4,526	1,474	75%		3,072	47%
Transfer In	-	-	-	-	-	0%		-	0%
<b>Total Revenue</b>	<b>\$ 4,622,209</b>	<b>\$ -</b>	<b>\$ 4,622,209</b>	<b>\$ 184,951</b>	<b>\$ 4,437,258</b>	<b>4%</b>		<b>\$ 145,628</b>	<b>27%</b>
<b>EXPENDITURES</b>									
Professional Services	\$ 6,000	\$ -	\$ 6,000	\$ -	\$ 6,000	0%		\$ -	0%
Developer Rebate	4,616,209	-	4,616,209	-	4,616,209	0%		-	0%
Transfers Out	-	-	-	-	-	0%		-	0%
<b>Total Expenses</b>	<b>\$ 4,622,209</b>	<b>\$ -</b>	<b>\$ 4,622,209</b>	<b>\$ -</b>	<b>\$ 4,622,209</b>	<b>0%</b>		<b>\$ -</b>	<b>0%</b>
<b>REVENUE OVER (UNDER) EXPENDITURES</b>			\$ -	\$ 184,951				\$ 145,628	
Beginning Fund Balance October 1			989,032	989,032				301,260	
Ending Fund Balance Current Month			<u>\$ 989,032</u>	<u>\$ 1,173,983</u>				<u>\$ 446,888</u>	

**TOWN OF PROSPER, TEXAS**  
**MONTHLY FINANCIAL REPORT**  
**October 31, 2023**  
**Expected Year to Date Percent 8.33%**

**TIRZ #2**

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
<b>REVENUES</b>									
Property Taxes - Town (Current)	\$ 39,537	\$ -	\$ 39,537	\$ -	\$ 39,537	0%		\$ -	0%
Property Taxes - Town (Rollback)	-	-	-	-	-	0%		-	0%
Property Taxes - County (Current)	8,441	-	8,441	-	8,441	0%		-	0%
Sales Taxes - Town	-	-	-	-	-	0%		-	0%
Sales Taxes - EDC	-	-	-	-	-	0%		-	0%
Interest Income	1,200	-	1,200	128	1,072	11%		61	109%
<b>Total Revenue</b>	<b>\$ 49,178</b>	<b>\$ -</b>	<b>\$ 49,178</b>	<b>\$ 128</b>	<b>\$ 49,050</b>	<b>0%</b>		<b>\$ 61</b>	<b>109%</b>
<b>EXPENDITURES</b>									
Professional Services	\$ -	\$ -	\$ -	\$ -	\$ -	0%		\$ -	0%
Developer Rebate	49,178	-	49,178	-	49,178	0%		-	0%
Transfers Out	-	-	-	-	-	0%		-	0%
<b>Total Expenditures</b>	<b>\$ 49,178</b>	<b>\$ -</b>	<b>\$ 49,178</b>	<b>\$ -</b>	<b>\$ 49,178</b>	<b>0%</b>		<b>\$ -</b>	<b>0%</b>
<b>REVENUE OVER (UNDER) EXPENDITURES</b>			\$ -	\$ 128				\$ 61	
Beginning Fund Balance October 1			25,501	25,501				25,189	
Ending Fund Balance Current Month			<u>\$ 25,501</u>	<u>\$ 25,629</u>				<u>\$ 25,250</u>	

**TOWN OF PROSPER, TEXAS**  
**MONTHLY FINANCIAL REPORT**  
**October 31, 2023**  
**Expected Year to Date Percent 8.33%**

**DEBT SERVICE FUND**

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
<b>REVENUES</b>										
Property Taxes-Delinquent	\$ 75,000	\$ -	\$ 75,000	\$ (11,346)	\$ -	\$ 86,346	-15%	1	\$ (2,033)	458%
Property Taxes-Current	15,069,531	-	15,069,531	33,556	-	15,035,975	0%		54,368	-38%
Taxes-Penalties	40,000	-	40,000	734	-	39,266	2%		1,138	-36%
Interest Income	20,000	-	20,000	6,715	-	13,285	34%		1,766	280%
Transfer In	-	-	-	-	-	-	0%		-	0%
<b>Total Revenues</b>	<b>\$ 15,204,531</b>	<b>\$ -</b>	<b>\$ 15,204,531</b>	<b>\$ 29,658</b>	<b>\$ -</b>	<b>\$ 15,174,873</b>	<b>0%</b>		<b>\$ 55,240</b>	<b>-46%</b>
<b>EXPENDITURES</b>										
Professional Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	2	\$ -	0%
Bond Administrative Fees	20,000	-	20,000	500	-	19,500	3%		-	0%
2013 GO Refunding Bond	185,000	-	185,000	-	-	185,000	0%		-	0%
2014 GO Bond Payment	335,000	-	335,000	-	-	335,000	0%		-	0%
2015 GO Bond Payment	1,365,700	-	1,365,700	-	-	1,365,700	0%		-	0%
2015 CO Bond Payment	475,000	-	475,000	-	-	475,000	0%		-	0%
2016 GO Debt Payment	-	-	-	-	-	-	0%		-	0%
2016 CO Debt Payment	90,000	-	90,000	-	-	90,000	0%		-	0%
2017 CO Debt Payment	450,000	-	450,000	-	-	450,000	0%		-	0%
2018 GO Debt Payment	150,000	-	150,000	-	-	150,000	0%		-	0%
2018 CO Debt Payment	500,000	-	500,000	-	-	500,000	0%		-	0%
2019 CO Debt Payment	340,022	-	340,022	-	-	340,022	0%		-	0%
2019 GO Debt Payment	165,000	-	165,000	-	-	165,000	0%		-	0%
2020 CO Debt Payment	265,000	-	265,000	-	-	265,000	0%		-	0%
2021 CO Debt Payment	260,000	-	260,000	-	-	260,000	0%		-	0%
2021 GO Debt Payment	1,290,000	-	1,290,000	-	-	1,290,000	0%		-	0%
2022 GO Debt Payment	2,289,052	-	2,289,052	-	-	2,289,052	0%		-	0%
Bond Interest Expense	6,772,662	-	6,772,662	-	-	6,772,662	0%		-	0%
<b>Total Expenditures</b>	<b>\$ 14,952,436</b>	<b>\$ -</b>	<b>\$ 14,952,436</b>	<b>\$ 500</b>	<b>\$ -</b>	<b>\$ 14,951,936</b>	<b>0%</b>		<b>\$ -</b>	<b>0%</b>
<b>REVENUE OVER (UNDER) EXPENDITURES</b>	<b>\$ 252,095</b>	<b>\$ -</b>	<b>\$ 252,095</b>	<b>\$ 29,158</b>					<b>\$ 55,240</b>	
Beginning Fund Balance October 1			1,330,265	1,330,265				2,619,367		
Ending Fund Balance Current Month			\$ 1,582,360	\$ 1,359,423				\$ 2,674,607		

**Notes**

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

**TOWN OF PROSPER, TEXAS**  
**MONTHLY FINANCIAL REPORT**  
**October 31, 2023**  
**Expected Year to Date Percent 8.33%**

**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
Police Donation Revenue	\$ 15,500	\$ -	\$ 15,500	\$ 1,308	\$ -	\$ 14,192	8%		\$ 1,271	3%
Fire Donation Revenue	15,500	-	15,500	1,318	-	14,182	9%		1,281	3%
Child Safety Revenue	28,000	-	28,000	-	-	28,000	0%		-	0%
Court Security Revenue	8,000	-	8,000	1,150	-	6,850	14%		1,063	8%
Court Technology Revenue	12,500	-	12,500	940	-	11,560	8%		888	6%
Municipal Jury revenue	150	-	150	23	-	127	16%		21	12%
Interest Income	2,425	-	2,425	10,559	-	(8,134)	435%		1,769	497%
Interest Income CARES/ARPA Funds	180,000	-	180,000	32,025	-	147,975	18%		14,869	115%
Tree Mitigation	-	-	-	-	-	-	0%		244,038	-100%
Escrow Income	-	-	-	-	-	-	0%		-	0%
Cash Seizure Forfeit	-	-	-	-	-	-	0%		-	0%
Miscellaneous	3,000	-	3,000	-	-	3,000	0%		-	0%
CARES Act/ARPA Funding	6,102,367	-	6,102,367	-	-	6,102,367	0%		-	0%
Transfer In	-	-	-	-	-	-	0%		-	0%
<b>Total Revenue</b>	<b>\$ 6,367,442</b>	<b>\$ -</b>	<b>\$ 6,367,442</b>	<b>\$ 47,323</b>	<b>\$ -</b>	<b>\$ 6,320,119</b>	<b>1%</b>		<b>\$ 265,200</b>	<b>-82%</b>
<b>EXPENDITURES</b>										
LEOSE Expenditure	\$ 6,500	\$ -	\$ 6,500	\$ -	\$ -	\$ 6,500	0%		\$ 3,300	-100%
Court Technology Expense	13,950	-	13,950	-	-	13,950	0%		-	0%
Court Security Expense	16,860	-	16,860	-	-	16,860	0%		-	0%
Police Donation Expense	26,872	-	26,872	-	-	26,872	0%		-	0%
Fire Donation Expense	10,000	-	10,000	-	-	10,000	0%		-	0%
Child Safety Expense	3,000	-	3,000	-	-	3,000	0%		-	0%
Tree Mitigation Expense	-	-	-	-	-	-	0%		-	0%
Police Seizure Expense	12,995	-	12,995	-	-	-	0%		-	0%
CARES Act/ARPA Funding	-	-	-	-	-	-	0%		-	0%
Transfer Out (ARPA Funds)	6,348,861	-	6,348,861	-	-	6,348,861	0%		-	0%
Transfer Out (Tree Mitigation Funds)	-	-	-	-	-	-	0%		-	0%
Transfer Out (Escrow Funds)	-	-	-	-	-	-	0%		-	0%
<b>Total Expenses</b>	<b>\$ 6,439,038</b>	<b>\$ -</b>	<b>\$ 6,439,038</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 6,426,043</b>	<b>0%</b>		<b>\$ 3,300</b>	<b>-100%</b>
<b>REVENUE OVER (UNDER) EXPENDITURES</b>	<b>\$ (71,596)</b>	<b>\$ -</b>	<b>\$ (71,596)</b>	<b>\$ 47,323</b>					<b>\$ 261,900</b>	
Beginning Fund Balance October 1			2,353,529	2,353,529					567,535	
Ending Fund Balance Current Month			<u>\$ 2,281,933</u>	<u>\$ 2,400,853</u>					<u>\$ 829,435</u>	

Notes

**TOWN OF PROSPER, TEXAS**  
**MONTHLY FINANCIAL REPORT**  
**October 31, 2023**  
**Expected Year to Date Percent 8.33%**

**PARK DEDICATION AND IMPROVEMENT FUNDS**

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
<b>REVENUES</b>										
Park Dedication-Fees	\$ 1,628,000	\$ -	\$ 1,628,000	\$ -	\$ -	\$ 1,628,000	0%		\$ -	0%
Park Improvements	1,526,000	-	1,526,000	-	-	1,526,000	0%		-	0%
Contributions/Grants	-	-	-	-	-	-	0%		-	0%
Interest-Park Dedication	2,000	-	2,000	3,401	-	(1,401)	170%		2,291	48%
Interest-Park Improvements	4,050	-	4,050	3,982	-	68	98%		2,956	35%
Park Dedication - Transfers In	-	-	-	-	-	-	0%		-	0%
<b>Total Revenue</b>	<b>\$ 3,160,050</b>	<b>\$ -</b>	<b>\$ 3,160,050</b>	<b>\$ 7,383</b>	<b>\$ -</b>	<b>\$ 3,152,667</b>	<b>0%</b>		<b>\$ 5,247</b>	<b>41%</b>
<b>EXPENDITURES</b>										
Windsong Neighborhood Park	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%		\$ -	0%
Downtown Park Design	50,000	-	50,000	-	-	50,000	0%		-	0%
Lakewood Park Improvements	750,000	-	750,000	-	-	750,000	0%		-	0%
Transfers Out	913,800	-	913,800	913,800	-	-	100%		-	0%
<b>Total Expenses</b>	<b>\$ 1,713,800</b>	<b>\$ -</b>	<b>\$ 1,713,800</b>	<b>\$ 913,800</b>	<b>\$ -</b>	<b>\$ 800,000</b>	<b>53%</b>		<b>\$ -</b>	<b>0%</b>
<b>REVENUE OVER (UNDER) EXPENDITURES</b>	<b>\$ 1,446,250</b>	<b>\$ -</b>	<b>\$ 1,446,250</b>	<b>\$ (906,417)</b>					<b>\$ 5,247</b>	
Beginning Fund Balance October 1			2,316,978	2,316,978						
Ending Fund Balance Current Month			<u>\$ 3,763,228</u>	<u>\$ 1,410,561</u>						

**TOWN OF PROSPER, TEXAS  
MONTHLY FINANCIAL REPORT  
October 31, 2023**

**EAST THOROUGHFARE IMPACT FEES FUND**

Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance
<b>REVENUES</b>								
East Thoroughfare Impact Fees	\$ 1,200,000	\$ -	\$ 1,200,000	\$ 104,109				
East Thoroughfare Other Revenue	-	-	-	-				
Interest-East Thoroughfare Impact Fees	100,000	-	100,000	13,244				
Total Revenues	<u>\$ 1,300,000</u>	<u>\$ -</u>	<u>\$ 1,300,000</u>	<u>\$ 117,353</u>				
<b>EXPENDITURES</b>								
<b>Developer Reimbursements</b>								
FM 1461 (SH289-CR 165)	\$ 175,000	\$ 175,000	\$ -	\$ 175,000	\$ 77,074	\$ -	\$ 97,927	\$ 97,927
Cambridge Park Estates	250,000	250,000	-	250,000	-	-	250,000	250,000
Total Developer Reimbursements	<u>\$ 425,000</u>	<u>\$ 425,000</u>	<u>\$ -</u>	<u>\$ 425,000</u>	<u>\$ 77,074</u>	<u>\$ -</u>	<u>\$ 347,927</u>	<u>\$ -</u>
<b>Capital Expenditures</b>								
Coit Road (First - Frontier)	1,289,900	50,000	-	50,000	-	-	50,000	925,776
Impact Fee Study	50,000	-	-	-	-	-	-	8,646
Total Projects	<u>\$ 1,339,900</u>	<u>\$ 50,000</u>	<u>\$ -</u>	<u>\$ 50,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 50,000</u>	<u>\$ 934,422</u>
Transfer to Capital Project Fund	1,820,000	-	-	-	-	-	-	1,820,000
Total Transfers Out	<u>\$ 1,820,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Total Expenditures	<u>\$ 3,584,900</u>	<u>\$ 475,000</u>	<u>\$ -</u>	<u>\$ 475,000</u>	<u>\$ 77,074</u>	<u>\$ -</u>	<u>\$ 397,927</u>	<u>\$ 934,422</u>
<b>REVENUE OVER (UNDER) EXPENDITURES</b>			<u>\$ 825,000</u>	<u>\$ 40,279</u>				
Beginning Fund Balance October 1			2,586,980	2,586,980				
Ending Fund Balance Current Month			<u>\$ 3,411,980</u>	<u>\$ 2,627,260</u>				

**TOWN OF PROSPER, TEXAS  
MONTHLY FINANCIAL REPORT  
October 31, 2023**

**WEST THOROUGHFARE IMPACT FEES FUND**

Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance
<b>REVENUES</b>								
West Thoroughfare Impact Fees	4,000,000	-	4,000,000	417,642				
West Thoroughfare Other Revenue	-	-	-	-				
Interest-West Thoroughfare Impact Fees	150,000	-	150,000	32,140				
<b>Total Revenues</b>	<b>\$ 4,150,000</b>	<b>\$ -</b>	<b>\$ 4,150,000</b>	<b>\$ 449,781</b>				
<b>EXPENDITURES</b>								
<b>Developer Reimbursements</b>								
Parks at Legacy Developer Reimb	450,000	450,000	-	450,000	-	450,000		450,000
Star Trail Developer Reimb	1,500,000	1,500,000	-	1,500,000	-	1,500,000		1,500,000
Tellus Windsong Developer Reimb	571,668	571,668	-	571,668	-	571,668		571,668
Legacy Garden Developer Reimb	103,492	103,492	-	103,492	-	103,492		103,492
<b>Total Developer Reimbursements</b>	<b>\$ 2,625,160</b>	<b>\$ 2,625,160</b>	<b>\$ -</b>	<b>\$ 2,625,160</b>	<b>\$ -</b>	<b>\$ 2,625,160</b>	<b>\$ -</b>	<b>\$ 2,625,160</b>
<b>Capital Expenditures</b>								
Impact Fee Study	50,000	50,000	-	50,000	-	50,000		50,000
Fishtrap (Elem-DNT)	300,000	300,000	-	300,000	-	300,000		300,000
Teel - 380 Intersect	300,000	300,000	-	300,000	-	300,000		300,000
<b>Total Projects</b>	<b>\$ 650,000</b>	<b>\$ 650,000</b>	<b>\$ -</b>	<b>\$ 650,000</b>	<b>\$ -</b>	<b>\$ 650,000</b>	<b>\$ -</b>	<b>\$ 650,000</b>
Transfer to Capital Project Fund	-	-	-	-	-	-		-
<b>Total Transfers Out</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Expenditures</b>	<b>\$ 3,275,160</b>	<b>\$ 3,275,160</b>	<b>\$ -</b>	<b>\$ 3,275,160</b>	<b>\$ -</b>	<b>\$ 3,275,160</b>	<b>\$ -</b>	<b>\$ 3,275,160</b>
<b>REVENUE OVER (UNDER) EXPENDITURES</b>			<b>\$ 874,840</b>	<b>\$ 449,781</b>				
Beginning Fund Balance October 1			5,891,146	5,891,146				
Ending Fund Balance Current Month			<u>\$ 6,765,986</u>	<u>\$ 6,340,927</u>				

**TOWN OF PROSPER, TEXAS  
MONTHLY FINANCIAL REPORT  
October 31, 2023**

**WATER IMPACT FEES FUND**

Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance
<b>REVENUES</b>								
Impact Fees Water	\$ 3,250,000	\$ -	\$ 3,250,000	\$ 304,146				
Interest Income	200,000	-	200,000	40,744				
<b>Total Revenues</b>	<b>\$ 3,450,000</b>	<b>\$ -</b>	<b>\$ 3,450,000</b>	<b>\$ 344,890</b>				
<b>EXPENDITURES</b>								
<b>Developer Reimbursements</b>								
Cambridge Park Estates	\$ -	\$ -	\$ -	\$ -		\$ -		\$ -
Parks at Legacy Developer Reimb	319,981	319,981	-	319,981	-	319,981		319,981
Star Trail Developer Reimb	412,192	412,192	-	412,192	-	412,192		412,192
Victory at Frontier Developer Reimb	128,471	128,471	-	128,471	-	128,471		128,471
Westside Developer Reimb	300,000	300,000	-	300,000	-	300,000		300,000
TVG Windsong Developer Reimb	1,020,000	1,020,000	-	1,020,000	-	1,020,000		1,020,000
<b>Total Developer Reimbursements</b>	<b>\$ 2,180,644</b>	<b>\$ 2,180,644</b>	<b>\$ -</b>	<b>\$ 2,180,644</b>	<b>\$ -</b>	<b>\$ 2,180,644</b>	<b>\$ -</b>	<b>\$ 2,180,644</b>
<b>Capital Expenditures</b>								
12" Water Line - DNT	\$ 200,000	\$ 24,250	\$ -	\$ 24,250	\$ -	\$ 24,250	\$ 133,107	\$ 66,893
Lower Pressure Plane	\$ 3,100,000	\$ -	\$ -	\$ 3,100,000	\$ -	\$ 3,100,000		\$ -
Lower Pressure Plane Easements	1,500,000	-	-	-	-	-	95	1,499,905
Impact Fee Study	100,000	100,000	-	100,000	-	100,000	41,761	58,239
<b>Total Projects</b>	<b>\$ 1,800,000</b>	<b>\$ 3,224,250</b>	<b>\$ -</b>	<b>\$ 3,224,250</b>	<b>\$ -</b>	<b>\$ 3,224,250</b>	<b>\$ 174,962</b>	<b>\$ 1,625,038</b>
<b>Transfer to CIP Fund</b>								
Total Transfers Out	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Expenditures</b>	<b>\$ 3,980,644</b>	<b>\$ 5,404,894</b>	<b>\$ -</b>	<b>\$ 5,404,894</b>	<b>\$ -</b>	<b>\$ 5,404,894</b>	<b>\$ 174,962</b>	<b>\$ 3,805,682</b>
<b>REVENUE OVER (UNDER) EXPENDITURES</b>			<b>\$ (1,954,894)</b>	<b>\$ 344,890</b>				
<b>Beginning Fund Balance October 1</b>			<b>7,739,463</b>	<b>7,739,463</b>				
<b>Ending Fund Balance Current Month</b>			<b>\$ 5,784,569</b>	<b>\$ 8,084,352</b>				

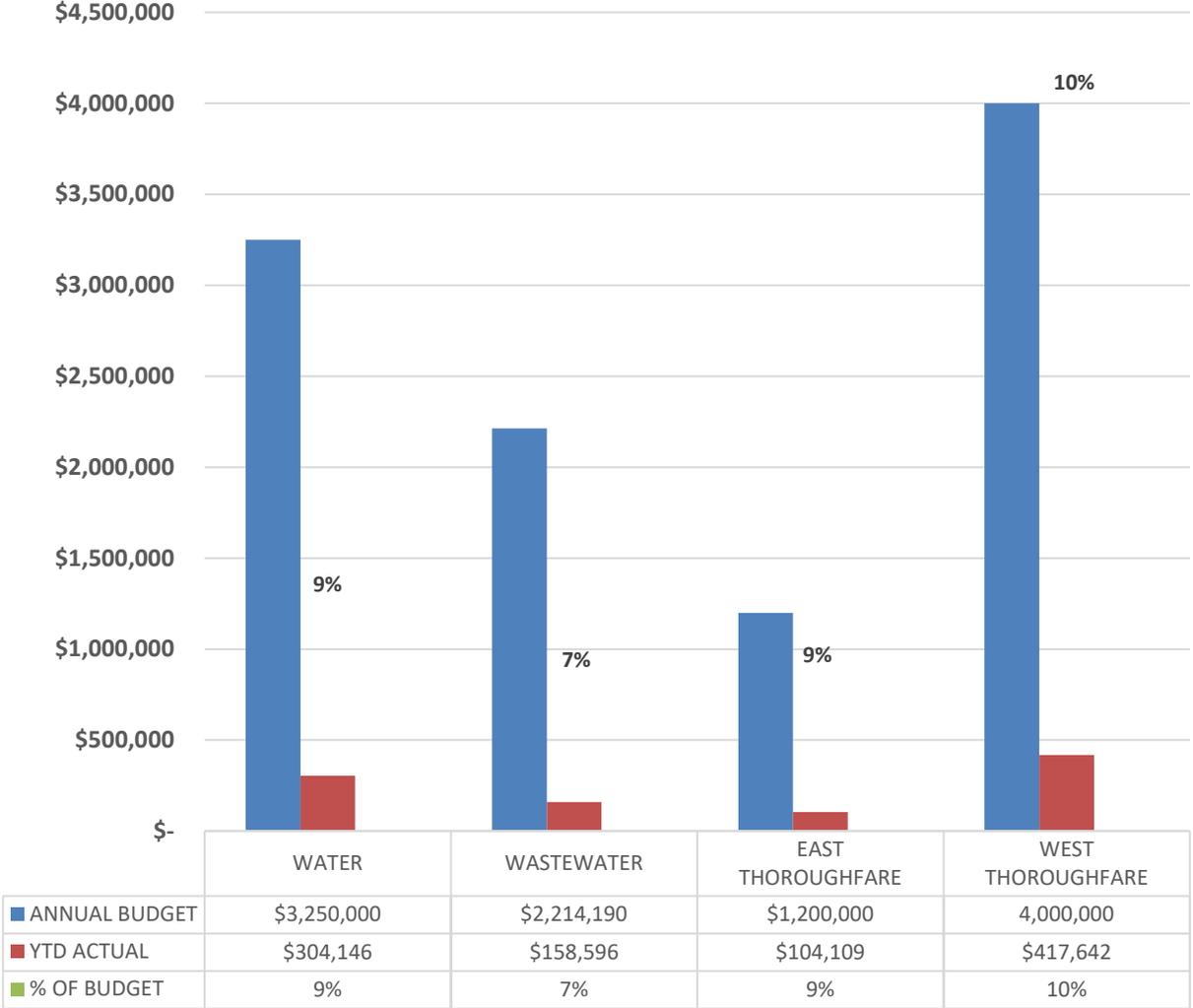
**TOWN OF PROSPER, TEXAS  
MONTHLY FINANCIAL REPORT  
October 31, 2023**

**WASTEWATER IMPACT FEES FUND**

Project	Current Year Original Budget	Current Year Budget Adjustment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance
<b>REVENUES</b>								
Impact Fees Wastewater	\$ 2,214,190	\$ -	\$ 2,214,190	\$ 158,596				
Interest Income	100,000	-	100,000	19,263				
Upper Trinity Equity Fee	300,000	-	300,000	19,500				
Total Revenues	<u>\$ 2,614,190</u>	<u>\$ -</u>	<u>\$ 2,614,190</u>	<u>\$ 197,359</u>				
<b>EXPENDITURES</b>								
<b>Developer Reimbursements</b>								
TVG Westside Utility Developer Reimb	\$ 222,502	\$ 222,502	\$ -	\$ 222,502	\$ -	\$ 222,502		\$ 222,502
Prosper Partners Utility Developer Reimb	100,000	100,000	-	100,000	-	100,000		100,000
Frontier Estates Developer Reimb	-	-	-	-	-	-		-
LaCima Developer Reimb	150,000	150,000	-	150,000	-	150,000		150,000
Brookhollow Developer Reimb	152,146	152,146	-	152,146	-	152,146		152,146
TVG Windsong Developer Reimb	650,000	650,000	-	650,000	-	650,000		650,000
All Storage Developer Reimb	168,732	168,732	-	168,732	-	168,732		168,732
Legacy Garden Developer Reimb	86,711	86,711	-	86,711	-	86,711		86,711
Total Developer Reimbursements	<u>\$ 1,530,091</u>	<u>\$ 1,530,091</u>	<u>\$ -</u>	<u>\$ 1,530,091</u>	<u>\$ -</u>	<u>\$ 1,530,091</u>	<u>\$ -</u>	<u>\$ 1,530,091</u>
<b>Capital Expenditures</b>								
Doe Branch Wastewater Lines	\$ 975,000	\$ 212,000	\$ -	\$ 212,000	\$ -	\$ 212,000	\$ 275,380	\$ 699,620
Impact Fee Study	100,000	-	-	-	-	-	41,761	58,239
Total Projects	<u>\$ 1,075,000</u>	<u>\$ 212,000</u>	<u>\$ -</u>	<u>\$ 212,000</u>	<u>\$ -</u>	<u>\$ 212,000</u>	<u>\$ 317,141</u>	<u>\$ 757,859</u>
<b>Transfer to CIP Fund</b>								
Total Transfers Out	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Total Expenditures	<u>\$ 2,605,091</u>	<u>\$ 1,742,091</u>	<u>\$ -</u>	<u>\$ 1,742,091</u>	<u>\$ -</u>	<u>\$ 1,742,091</u>	<u>\$ 317,141</u>	<u>\$ 2,287,950</u>
<b>REVENUE OVER (UNDER) EXPENDITURES</b>				<u>\$ 872,099</u>	<u>\$ 197,359</u>			
<b>Beginning Fund Balance October 1</b>				3,623,134	3,623,134			
<b>Ending Fund Balance Current Month</b>				<u>\$ 4,495,233</u>	<u>\$ 3,820,493</u>			

# IMPACT FEE REVENUE

YTD Actual to Annual Budget



**TOWN OF PROSPER, TEXAS**  
**MONTHLY FINANCIAL REPORT**  
**October 31, 2023**  
**Expected Year to Date Percent 8.33%**

**VEHICLE AND EQUIPMENT REPLACEMENT FUND**

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
<b>REVENUES</b>										
Grant Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%		\$ -	0%
Other Reimbursements	150,000	-	150,000	-	-	150,000	0%		-	0%
Interest Income	250,000	-	250,000	26,984	-	223,016	11%		10,288	162%
Charges for Services	1,478,966	-	1,478,966	123,247	-	1,355,719	8%		115,438	7%
<b>Total Revenue</b>	<b>\$ 1,878,966</b>	<b>\$ -</b>	<b>\$ 1,878,966</b>	<b>\$ 150,231</b>	<b>\$ -</b>	<b>\$ 1,728,735</b>	<b>8%</b>		<b>\$ 125,726</b>	<b>19%</b>
<b>EXPENDITURES</b>										
Vehicle Replacement	\$ 772,500	\$ -	\$ 772,500	\$ -	\$ 26,324	\$ 746,177	3%		\$ -	0%
Equipment Replacement	179,470	-	179,470	9,529	191,706	(21,765)	112%		-	0%
Technology Replacement	169,600	-	169,600	-	11,157	158,443	7%		-	0%
<b>Total Expenditures</b>	<b>\$ 1,121,570</b>	<b>\$ -</b>	<b>\$ 1,121,570</b>	<b>\$ 9,529</b>	<b>\$ 229,187</b>	<b>\$ 882,854</b>	<b>21%</b>		<b>\$ -</b>	<b>0%</b>
<b>REVENUE OVER (UNDER) EXPENDITURES</b>	<b>\$ 757,396</b>	<b>\$ -</b>	<b>\$ 757,396</b>	<b>\$ 140,702</b>					<b>\$ 125,726</b>	
Beginning Fund Balance October 1			5,334,214	5,334,214					3,957,862	
Ending Fund Balance Current Month			<u>\$ 6,091,610</u>	<u>\$ 5,474,917</u>					<u>\$ 4,083,588</u>	

Notes

**TOWN OF PROSPER, TEXAS**  
**MONTHLY FINANCIAL REPORT**  
**October 31, 2023**  
**Expected Year to Date Percent 8.33%**

**HEALTH INSURANCE FUND**

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
<b>REVENUES</b>										
Health Charges	\$ 4,736,885	\$ -	\$ 4,736,885	\$ 312,646	\$ -	\$ 4,424,239	7%		\$ 139,534	124%
Miscellaneous	250,000	-	250,000	3,020	-	246,980	1%		-	0%
Interest Income	5,000	-	5,000	1,798	-	3,202	36%		1,960	-8%
Total Revenue	\$ 4,991,885	\$ -	\$ 4,991,885	\$ 317,464	\$ -	\$ 4,674,421	6%		\$ 141,494	124%
<b>EXPENDITURES</b>										
Contractual Services	\$ 149,500	\$ -	\$ 149,500	\$ 3,316	\$ -	\$ 146,184	2%		\$ 243	1267%
Employee Health Insurance	4,834,516	-	4,834,516	193,502	-	4,641,014	4%		111,746	73%
Total Expenditures	\$ 4,984,016	\$ -	\$ 4,984,016	\$ 196,818	\$ -	\$ 4,787,198	4%		\$ 111,988	76%
REVENUE OVER (UNDER) EXPENDITURES	\$ 7,869	\$ -	\$ 7,869	\$ 120,647					\$ 29,505	
Beginning Fund Balance October 1			389,018	389,018					552,615	
Ending Fund Balance Current Month			<u>\$ 396,887</u>	<u>\$ 509,665</u>					<u>\$ 582,120</u>	

Notes

**TOWN OF PROSPER, TEXAS**  
**MONTHLY FINANCIAL REPORT**  
**October 31, 2023**  
**Expected Year to Date Percent 8.33%**

**WATER-SEWER FUND**

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
<b>REVENUES</b>										
Water Charges for Services	\$ 23,114,755	\$ -	\$ 23,114,755	\$ 2,543,933	\$ -	\$ 20,570,822	11%		\$ 2,339,295	9%
Sewer Charges for Services	11,892,552	-	11,892,552	924,915	-	10,967,637	8%		853,781	8%
Licenses, Fees & Permits	377,705	-	377,705	49,895	-	327,810	13%		34,346	45%
Utility Billing Penalties	186,900	-	186,900	36,957	-	149,943	20%		19,958	85%
Interest Income	350,000	-	350,000	64,003	-	285,997	18%		30,868	107%
Other	3,494,342	-	3,494,342	93,676	-	3,400,666	3%		96,842	-3%
Transfer In	-	-	-	-	-	-	0		-	0%
<b>Total Revenues</b>	<b>\$ 39,416,254</b>	<b>\$ -</b>	<b>\$ 39,416,254</b>	<b>\$ 3,713,379</b>	<b>\$ -</b>	<b>\$ 35,702,875</b>	<b>9%</b>		<b>\$ 3,375,091</b>	<b>10%</b>
<b>EXPENDITURES</b>										
Administration	\$ 1,313,504	\$ -	\$ 1,313,504	\$ 187,233	\$ 3,310	\$ 1,122,962	15%		\$ 312,680	-40%
Debt Service	4,847,274	-	4,847,274	-	-	4,847,274	0%	1	-	0%
Water Purchases	12,704,415	-	12,704,415	-	-	12,704,415	0%		-	0%
Sewer Management Fee	4,560,895	-	4,560,895	527,907	-	4,032,988	12%		458,523	15%
Franchise Fee	689,851	-	689,851	57,488	-	632,363	8%		44,127	30%
Public Works	8,226,657	-	8,226,657	198,095	116,176	7,912,386	4%		156,210	27%
Transfer Out	9,255,356	-	9,255,356	98,642	-	9,156,714	1%		95,986	3%
<b>Total Expenses</b>	<b>\$ 41,597,952</b>	<b>\$ -</b>	<b>\$ 41,597,952</b>	<b>\$ 1,069,365</b>	<b>\$ 119,486</b>	<b>\$ 35,743,750</b>	<b>3%</b>		<b>\$ 1,067,526</b>	<b>0%</b>
<b>REVENUE OVER (UNDER) EXPENDITURES</b>	<b>\$ (2,181,698)</b>	<b>\$ -</b>	<b>\$ (2,181,698)</b>	<b>\$ 2,644,014</b>					<b>\$ 2,307,566</b>	
Beginning Working Capital October 1			17,832,990	17,832,990					12,669,408	
Ending Working Capital			<u>\$ 15,651,292</u>	<u>\$ 20,477,004</u>					<u>\$ 14,976,974</u>	

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

**TOWN OF PROSPER, TEXAS**  
**MONTHLY FINANCIAL REPORT**  
**October 31, 2023**  
**Expected Year to Date Percent 8.33%**

**WATER-SEWER FUND**

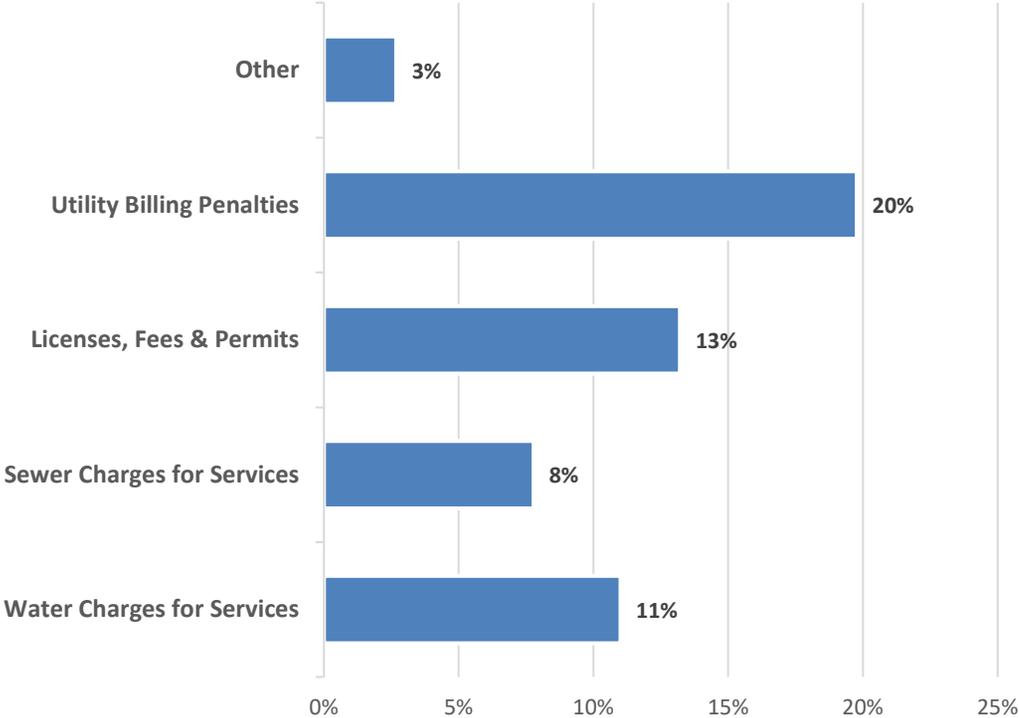
	Oct-23		Oct-22		Growth % Change
	WATER	SEWER	WATER	SEWER	
# of Accts Residential	12,780	12,076	11,881	11,148	7.93%
# of Accts Commercial	453	408	418	373	8.85%
Consumption-Residential	244,138,290	83,696,876	239,172,340	81,386,383	2.27%
Consumption-Commercial	29,788,750	18,338,280	31,946,620	15,803,250	0.79%
Consumption-Commercial Irrigation	62,225,090		43,166,420		44.15%
Avg Total Res Water Consumption	19,061		20,110		-5.21%
Billed (\$) Residential	\$ 1,656,366	\$ 751,358	\$ 1,628,504	\$ 713,388	2.81%
Billed (\$) Commercial	\$ 275,490	\$ 145,360	\$ 291,878	\$ 128,510	0.11%
Billed (\$) Commercial Irrigation	\$ 574,081		\$ 394,011		45.70%
<b>Total Billed (\$)</b>	<b>\$ 2,505,937</b>	<b>\$ 896,719</b>	<b>\$ 2,314,394</b>	<b>\$ 841,898</b>	<b>7.81%</b>

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

Month	Avg. Temp (°F)	# Rain Days	Rainfall			
	FY24		FY2024	FY2023	Average	Cumulative
October	68°	8	11.30	5.65	8.48	8.48
November				5.82	5.82	14.30
December				3.43	3.43	17.73
January				1.29	1.29	19.02
February				4.51	4.51	23.53
March				2.69	2.69	26.22
April				1.20	1.20	27.42
May				3.62	3.62	31.04
June				2.35	2.35	33.39
July				0.47	0.47	33.86
August				0.07	0.07	33.93
September				1.18	1.18	35.11
<b>Annual</b>		<b>8.00</b>	<b>11.30</b>	<b>32.28</b>	<b>35.11</b>	

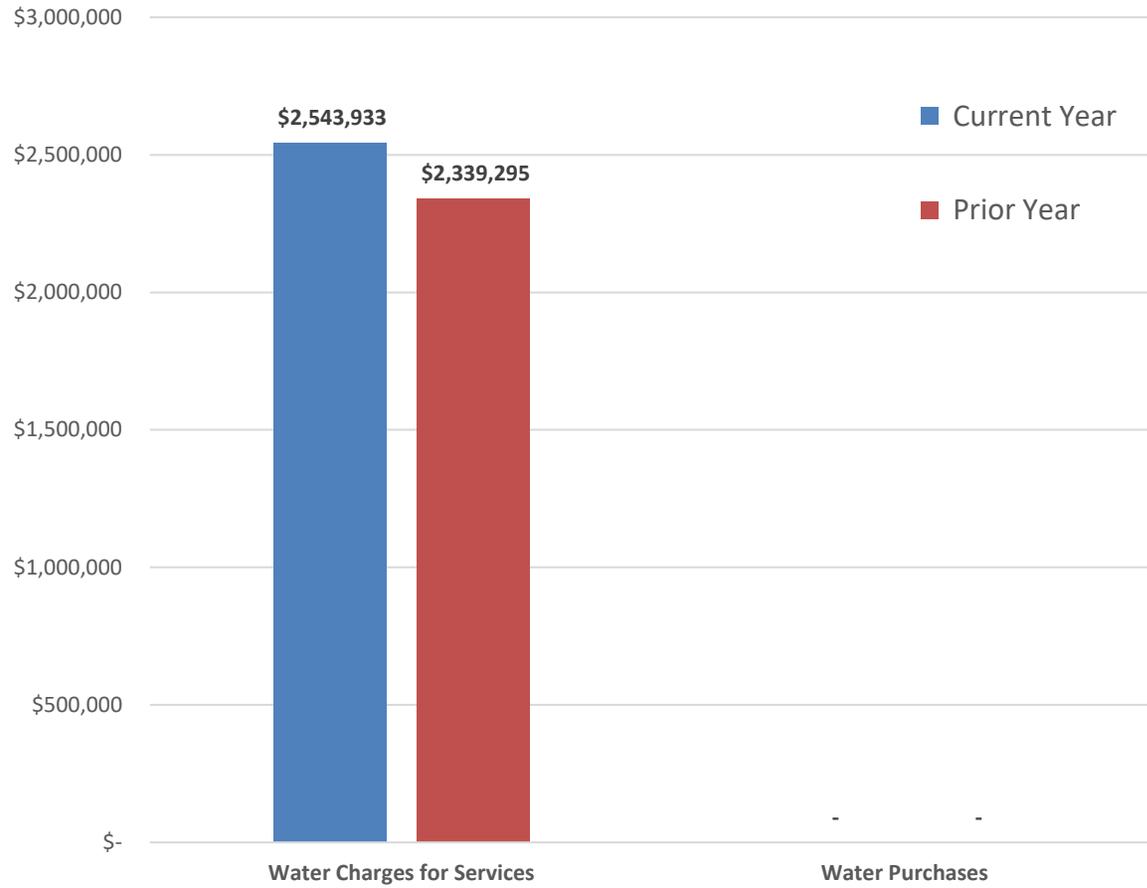
Weather Data: <https://www.wunderground.com/history/monthly/KDAL/date/2023-10>

# WATER/SEWER REVENUE YTD % OF ANNUAL BUDGET



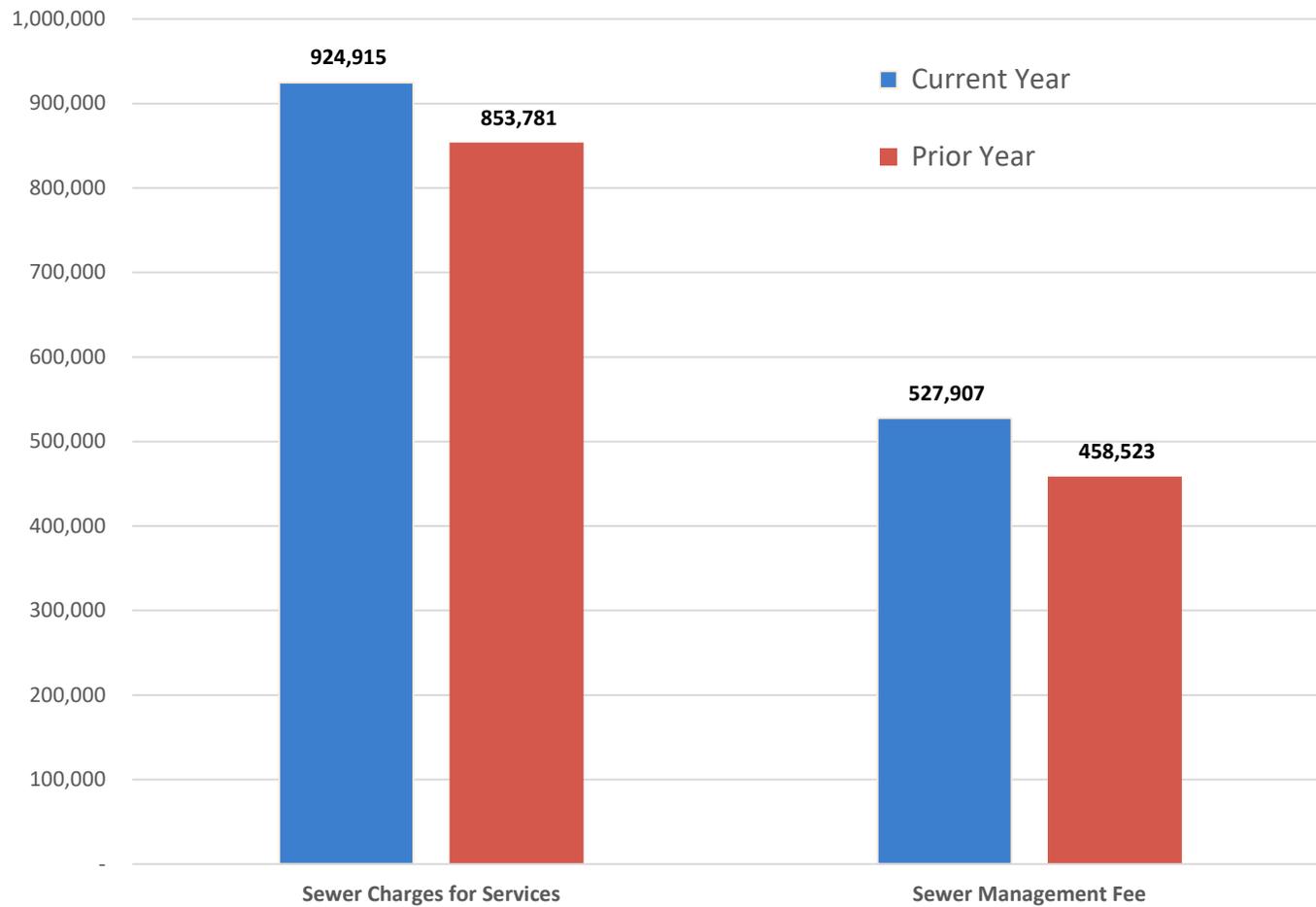
# WATER REVENUE AND EXPENSE

## Current YTD to Prior Year YTD Actual Comparison



# SEWER REVENUE AND EXPENSE

## Current YTD to Prior Year YTD Actual Comparison



**TOWN OF PROSPER, TEXAS**  
**MONTHLY FINANCIAL REPORT**  
**October 31, 2023**  
**Expected Year to Date Percent 8.33%**

**STORM DRAINAGE UTILITY FUND**

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
<b>REVENUES</b>										
Storm Drainage Utility Fee	\$ 1,015,000	\$ -	\$ 1,015,000	\$ 75,540	\$ -	\$ 939,460	7%		\$ 69,318	9%
Drainage Review Fee	-	-	-	-	-	-	0%		-	0%
Interest Income	1,800	-	1,800	176	-	1,624	10%		(270)	-165%
Other Revenue	3,000	-	3,000	-	-	3,000	0%		-	0%
Transfer In	-	-	-	-	-	-	0%		-	0%
<b>Total Revenue</b>	<b>\$ 1,019,800</b>	<b>\$ -</b>	<b>\$ 1,019,800</b>	<b>\$ 75,716</b>	<b>\$ -</b>	<b>\$ 944,084</b>	<b>7%</b>		<b>\$ 69,048</b>	<b>10%</b>
<b>EXPENDITURES</b>										
Personnel Services	\$ 329,605	\$ -	\$ 329,605	\$ 6,718	\$ -	\$ 322,887	2%		\$ 6,325	6%
Debt Service	219,463	-	219,463	-	-	219,463	0%	2	-	0%
Operating Expenditures	336,231	-	336,231	539	3,076	332,616	1%		8,972	-94%
Transfers Out	107,996	-	107,996	9,450	-	98,546	9%	1	9,000	5%
<b>Total Expenses</b>	<b>\$ 993,295</b>	<b>\$ -</b>	<b>\$ 993,295</b>	<b>\$ 16,707</b>	<b>\$ 3,076</b>	<b>\$ 973,512</b>	<b>2%</b>		<b>\$ 24,297</b>	<b>-31%</b>
<b>REVENUE OVER (UNDER) EXPENDITURES</b>	<b>\$ 26,505</b>	<b>\$ -</b>	<b>\$ 26,505</b>	<b>\$ 59,009</b>					<b>\$ 44,751</b>	
Beginning Working Capital October 1			380,410	380,410					632,579	
Ending Working Capital Current Month			<u>\$ 406,915</u>	<u>\$ 439,419</u>					<u>\$ 677,330</u>	

**Notes**

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

**TOWN OF PROSPER, TEXAS**  
**MONTHLY FINANCIAL REPORT**  
**October 31, 2023**  
**Expected Year to Date Percent 8.33%**

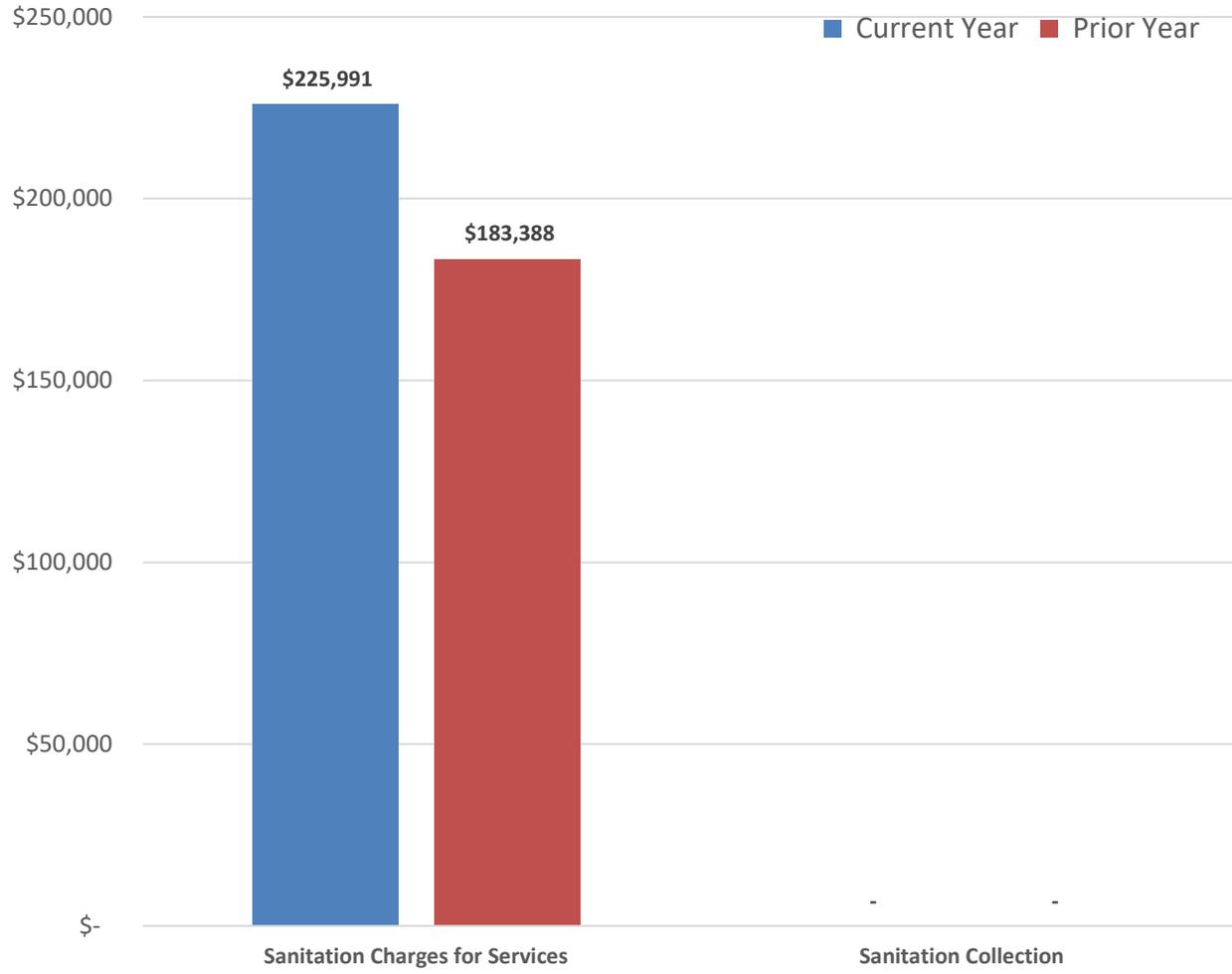
**SOLID WASTE FUND**

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
<b>REVENUES</b>										
Sanitation Charges for Services	\$ 2,979,722	\$ -	\$ 2,979,722	\$ 225,991	\$ -	\$ 2,753,731	8%		\$ 183,388	23%
Interest Income	-	-	-	214	-	(214)	0%		106	103%
Transfer In	2,050,000	-	2,050,000	-	-	2,050,000	0%		-	0%
<b>Total Revenues</b>	<b>\$ 5,029,722</b>	<b>\$ -</b>	<b>\$ 5,029,722</b>	<b>\$ 226,205</b>	<b>\$ -</b>	<b>\$ 4,803,517</b>	<b>4%</b>		<b>\$ 183,494</b>	<b>23%</b>
<b>EXPENDITURES</b>										
Administration	\$ 67,554	\$ -	\$ 67,554	\$ 25	\$ -	\$ 67,529	0%		\$ -	0%
Sanitation Collection	2,668,887	-	2,668,887	-	-	2,668,887	0%		-	0%
Capital Expenditure	1,955,000	-	1,955,000	-	1,950,480	4,520	100%		-	0%
Debt Service	273,000	-	273,000	-	-	273,000	0%		-	0%
Transfer Out	30,000	-	30,000	-	-	30,000	0%		-	0%
<b>Total Expenses</b>	<b>\$ 4,994,441</b>	<b>\$ -</b>	<b>\$ 4,994,441</b>	<b>\$ 25</b>	<b>\$ 1,950,480</b>	<b>\$ 3,043,936</b>	<b>39%</b>		<b>\$ -</b>	<b>0%</b>
<b>REVENUE OVER (UNDER) EXPENDITURES</b>	<b>\$ 35,281</b>	<b>\$ -</b>	<b>\$ 35,281</b>	<b>\$ 226,180</b>					<b>\$ 183,494</b>	
Beginning Working Capital October 1			6,018	6,018						
Ending Working Capital			<u>\$ 41,299</u>	<u>\$ 232,198</u>						

Notes

# SOLID WASTE REVENUE AND EXPENSE

## Current YTD to Prior Year YTD Actual Comparison



TOWN OF PROSPER, TEXAS  
 MONTHLY FINANCIAL REPORT  
 October 31, 2023

CAPITAL PROJECTS FUND - GENERAL

Project	Current Year Original Budget	Current Year Budget Adjustment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance
<b>REVENUES</b>								
Grants	\$ 1,877,105	\$ -	\$ 1,877,105	\$ -				
Property Taxes-Delinquent	0	-	-	(6,366)				
Property Taxes-Current	8,502,003	-	8,502,003	19,309				
Taxes-Penalties	0	-	-	520				
Contributions/Interlocal Revenue	-	-	-	-				
Bond Proceeds	-	-	-	-				
Interest Income	-	-	-	455,891				
Other Revenue	-	-	-	-				
Transfers In - General Fund	-	-	-	-				
Transfers In - Impact Fee Funds	-	-	-	-				
Transfers In - Escrows	-	-	-	-				
Transfers In - Park Dedication/Improvement	-	-	-	913,800				
*Transfers In/Out - Bond Funds	-	-	-	-				
Total Revenues	\$ 10,379,108	\$ -	\$ 10,379,108	\$ 1,383,155				
<b>EXPENDITURES</b>								
West Prosper Roads	\$ 14,168,828	-	-	-	-	-	14,017,321	151,508
Fishtrap (seg 2) PISD Reimbursement	1,063,033	-	-	-	-	-	940,631	122,402
DNT Main Lane (US 380 - FM 428)	2,557,062	-	-	-	-	-	-	2,557,062
Coit Rd (First-Frontier) 4 Lns	6,500,000	-	-	-	-	-	801	6,499,199
First St (DNT to Coleman)	24,786,567	-	-	-	-	-	2,142,264	22,644,304
First Street (Elem-DNT) 4 Lanes	30,879,730	-	-	-	-	-	7,418,615	23,461,115
Preston Road / First Street Dual Left Turns (Design & C	900,000	-	-	-	-	-	-	900,000
First St (Coit-Custer) 4 Lanes	27,269,101	-	-	-	-	-	18,463,886	8,805,215
Preston/Prosper Trail Turn Lane	900,000	-	-	157	-	(157)	150,538	749,304
Craig Street (Preston-Fifth)	450,000	-	-	-	-	-	313,073	136,928
First Street (Teel - Gee Road)	6,025,000	-	-	-	-	-	4,789,978	1,235,022
Gee Road (First Street - Windsong)	5,414,933	-	-	-	-	-	3,016,368	2,398,566
Coleman (Gorgeous - Prosper Trail)	1,500,000	-	-	-	-	-	554,557	945,443
Coleman (Prosper Trail - PHS)	720,000	-	-	-	-	-	-	720,000
Legacy (Prairie - First Street)	11,425,000	-	-	-	-	-	698,272	10,726,729
Coit/US 380 SB Turn Lanes	300,000	-	-	157	-	(157)	23,986	275,857
Parvin (FM 1385 - Legacy)	500,000	-	-	-	-	-	500,000	-
US 380 Deceleration Lanes - Denton County	500,000	-	-	-	-	-	-	500,000
Safety Way	800,000	-	-	-	-	-	-	800,000
Gorgeous/McKinley	700,000	-	-	-	-	-	-	700,000
Renaming of Fishtrap Road to W. First Street	80,000	-	-	-	-	-	2,877	77,123
Gee Road (US 380--FM 1385)	2,200,000	-	-	-	-	-	106,028	2,093,972
Frontier (Legacy-DNT)	300,000	-	-	-	-	-	300,000	-
First Street (Coleman)	500,000	-	-	-	-	-	209	499,791
Star Trail, Phase 5: Street Repairs	1,450,000	-	-	-	-	-	-	1,450,000
Prosper Trail (Coit - Custer) - 2 WB lanes	400,000	-	-	-	-	-	-	400,000
Teel Parkway (US 380 - First Street Rd) NB 2 Lanes (Design)	5,850,000	-	-	-	-	-	194,933	5,655,067
US380 Median Lighting	485,000	-	-	-	-	-	465,912	19,088
Fifth Street Quiet Zone	500,000	-	-	-	-	-	-	500,000
Traffic Signal - Fishtrap & Artesia Boulevard	65,000	-	-	-	-	-	-	65,000
Traffic Signal - DNT/Frontier	265,000	-	-	-	83,000	(83,000)	-	182,000
Traffic Signal - Teel Pkway & Prairie Drive	65,000	-	-	-	-	-	-	65,000
Signl Sdy/Beacon Aca	128,300	-	-	-	128,300	(128,300)	-	-
Capital Expenditures	4,176,553	-	4,176,553	-	-	4,176,553	-	-
Total Street Projects	\$ 149,647,555	\$ 4,176,553	\$ 4,176,553	\$ 315	\$ 211,300	\$ 3,964,939	\$ 54,100,247	\$ 95,335,694

TOWN OF PROSPER, TEXAS  
 MONTHLY FINANCIAL REPORT  
 October 31, 2023

CAPITAL PROJECTS FUND - GENERAL

Project	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
Turf Irrigation SH289	68,000	\$ -	\$ -	\$ -	\$ -	\$ -	48,935	19,065
US 380 Median Design (Green Ribbon)	821,250	-	-	-	-	-	65,800	755,450
Tanner's Mill Phase 2 Design	1,396,400	-	-	-	-	-	1,385,109	11,291
Lakewood Preserve, Phase 2	4,982,255	-	-	-	-	-	-	4,982,255
Pecan Grove Ph II	70,457	-	-	-	-	-	68,958	1,499
Gee Road Trail Connection	700,000	-	-	-	-	-	-	700,000
Downtown Pond Improvements	120,000	-	-	-	-	-	11,760	108,240
Raymond Community Park	19,800,000	-	-	-	-	-	808,342	18,991,658
Coleman Median Landscape (Victory-Preston)	650,000	-	-	-	-	-	454,811	195,189
Prosper Trail Median Landscape	275,000	-	-	-	-	-	150,723	124,277
Windsong Parkland Dedication	1,913,800	-	-	1,913,800	-	(1,913,800)	-	-
Froniter Park Pond Repairs	473,000	-	-	-	-	-	-	473,000
Prosper Trail Screening (Preston - Deer Run)	750,000	-	-	-	-	-	-	750,000
<b>Total Park Projects</b>	<b>\$ 32,020,161</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,913,800</b>	<b>\$ -</b>	<b>\$ (1,913,800)</b>	<b>\$ 2,994,439</b>	<b>\$ 27,111,923</b>
PD Car Camera and Body worn Camera System	387,225	\$ -	\$ -	\$ -	\$ -	\$ -	16,900	370,325
Station #3 Quint Engine	1,495,000	-	-	-	-	-	1,469,880	25,120
Station #3 Ambulance	495,000	-	-	-	-	-	454,891	40,109
Parks & Public Works, Phase 1	\$ 1,200,000	-	-	-	-	-	-	1,200,000
Awnings for Storage	19,800	-	-	-	-	-	11,100	8,700
Public Safety Complex, Phase 2-Design	1,578,290	-	-	-	-	-	1,562,823	15,467
Public Safety Complex, Phase 2-Dev Costs	647,325	-	-	-	-	-	123,716	523,609
Public Safety Complex, Phase 2-Construction	14,500,000	-	-	-	-	-	14,499,866	134
Public Safety Complex, Phase 2-FFE	1,274,385	-	-	-	-	-	1,099,946	174,439
Fire Station #4 - Design	623,555	-	-	-	-	-	472,987	150,568
Fire Station #4 - Engine	1,250,000	-	-	-	-	-	1,222,787	27,213
Fire Station #4 - Ambulance	552,000	-	-	-	-	-	124,407	427,593
Fire Station #4 - Other Costs	8,250	-	-	-	-	-	8,250	-
Fire Station #4 Construction	10,168,195	-	-	-	-	-	-	10,168,195
Parks and Public Works Parking Lot	1,000,000	-	-	-	-	-	-	1,000,000
Interim Community Center	2,250,000	-	-	-	-	-	-	2,250,000
Finish Out Interior Spaces Town Hall First and Second Floor	650,000	-	-	-	-	-	-	650,000
<b>Total Facility Projects</b>	<b>\$ 38,099,025</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 21,067,553</b>	<b>\$ 17,031,472</b>
Transfer Out	-	-	-	-	-	-	-	-
<b>Total Expenditures</b>	<b>\$ 219,766,741</b>	<b>\$ 4,176,553</b>	<b>\$ -</b>	<b>\$ 4,176,553</b>	<b>\$ 1,914,115</b>	<b>\$ 211,300</b>	<b>\$ 2,051,139</b>	<b>\$ 78,162,238</b>
REVENUE OVER (UNDER) EXPENDITURES				\$ 6,202,555	\$ (530,960)			
Beginning Fund Balance (Restricted for Capital Projects) October 1				77,609,702	77,609,702			

**TOWN OF PROSPER, TEXAS  
MONTHLY FINANCIAL REPORT  
October 31, 2023**

**CAPITAL PROJECTS FUND-WATER/SEWER**

Project	Current Year	Current Year	Current Year	Current Year	Current Year	Current Year	Prior Year	Project
Budget	Original	Budget	Amended	Actual	Encumbrances	Remaining	Expenditure	Budget
Budget	Budget	Adjustment	Budget			Budget		Balance
<b>REVENUES</b>								
Interest Income	\$ -	\$ -	\$ -	\$ 243,637				
Bond Proceeds	-	-	-	-				
Transfers In	-	-	-	-				
Transfers In - ARPA Funds	6,348,980	-	6,348,980	-				
Transfers In - Impact Fee Funds	-	-	-	-				
Transfers In - Bond Funds	-	-	-	-				
<b>Total Revenues</b>	<b>\$ 6,348,980</b>	<b>\$ -</b>	<b>\$ 6,348,980</b>	<b>\$ 243,637</b>				
<b>EXPENDITURES</b>								
Lower Pressure Plane Pump Station Design	\$ 17,978,338	\$ -	-	-	-	-	\$ 10,661,282	\$ 7,317,056
LPP Water Line Phase, 2A	11,452,762	-	-	-	-	-	-	11,452,762
Broadway (Parvin-Craig)	150,000	-	-	-	-	-	-	150,000
Fishtrap (Elem-DNT) (Legacy Water Line)	15,000	-	-	-	-	-	15,000	-
Doe Branch Parallel Interceptor	5,000,000	-	-	-	-	-	-	5,000,000
Doe Branch, Phase 3 WWTP	55,000,000	6,348,980	-	6,348,980	-	6,348,980	-	55,000,000
Wilson Creek WW Line	400,000	-	-	-	-	-	-	400,000
Parks & Public Works, Phase 1	600,000	-	-	-	-	-	-	600,000
DNT (Prosper Trail - Frontier Parkway) 12-inch WL	4,500,000	-	-	-	-	-	-	4,500,000
Upper Doe Branch WW Line (Teel-PISD Stadium)	4,050,000	-	-	-	-	-	-	4,050,000
DNT Water Line Relocation (US 380 - First St)	2,146,650	-	-	-	-	-	837	2,145,813
Water Line Relocation Frontier	3,400,000	-	-	-	-	-	239,561	3,160,439
<b>Total Water &amp; Wastewater Projects</b>	<b>\$ 104,692,750</b>	<b>\$ 6,348,980</b>	<b>\$ -</b>	<b>\$ 6,348,980</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 6,348,980</b>	<b>\$ 10,916,679</b>
Old Town Regional Pond #2	48,386	-	-	-	-	-	31,210	17,177
<b>Total Drainage Projects</b>	<b>\$ 48,386</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 31,210</b>	<b>\$ 17,177</b>
Transfer out	-	-	-	-	-	-	-	-
<b>Total Expenses</b>	<b>\$ 104,741,136</b>	<b>\$ 6,348,980</b>	<b>\$ -</b>	<b>\$ 6,348,980</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 6,348,980</b>	<b>\$ 10,947,889</b>
<b>REVENUE OVER (UNDER) EXPENDITURES</b>			<b>\$ -</b>	<b>\$ 243,637</b>				
Beginning Fund Balance (Restricted for Capital Projects) October 1			40,601,835	40,601,835				
Ending Fund Balance (Restricted for Capital Projects) Current Month			<u>\$ 40,601,835</u>	<u>\$ 40,845,472</u>				



## TOWN ATTORNEY

**To: Mayor and Town Council**

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

**Through: Mario Canizares, Town Manager**

**Re: Resolution Suspending CoServ Gas Rates**

**Town Council Meeting – November 28, 2023**

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

#### **Agenda Item:**

Consider and act upon a resolution suspending the September 1, 2023, effective date of a rate request from CoServ Gas Ltd. for the maximum period allowed by law.

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

On July 28, 2023, CoServ Gas, Ltd. (“CoServ”), pursuant to Subchapter C of Chapter 104 of the Gas Utility Regulatory Act, filed its Statement of Intent to change gas rates at the Railroad Commission of Texas (“RRC”) and in all municipalities exercising original jurisdiction within its service area, effective September 1, 2023.

CoServ is seeking to increase its annual revenues in incorporated areas by \$10,314,726, which is an increase of 7.5% including gas costs, or 27.3% excluding gas costs. CoServ is also requesting: (1) new depreciation rates for distribution and general plant; (2) a prudence determination for capital investment; (3) specification of the factors to be used in any Interim Rate Adjustment Filing the Company makes pursuant to Texas Utilities Code § 104.302; and (4) a surcharge on customer bills to recover the reasonable rate case expenses associated with the filing of this statement of intent.

The resolution suspends the September 1, 2023, effective date of the Company’s rate increases for the maximum period permitted by law to allow the Town, working in conjunction with other similarly situated cities with original jurisdiction served by CoServ, to evaluate the filing, to determine whether the filing complies with the law, and if lawful, to determine what further strategy, including settlement, to pursue.

State law provides that a rate request cannot become effective until at least 35 days following the filing of the application to change rates. The law permits the Town to suspend the rate change for 90 days after the date the rate change would otherwise be effective. **If the Town fails to take some action regarding the filing before the effective date, CoServ’s rate request is deemed approved.**

#### **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 Resolution as to form and legality.

**Attached Documents:**

1. Resolution

**Town Staff Recommendation:**

The Town Attorney recommends that the Town Council adopt the attached Resolution to allow it, in conjunction with similarly situated municipalities, to review the requested rate increase and evaluate options relative thereto.

**Proposed Motion:**

I move to approve a Resolution providing that the effective date of a rate request submitted by CoServ Gas Ltd. be suspended for the maximum period allowed by law and to cooperate with other similarly situated municipalities in reviewing the CoServ rate request.

## TOWN OF PROSPER, TEXAS

## RESOLUTION NO. 2023-xx

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, SUSPENDING THE SEPTEMBER 1, 2023, EFFECTIVE DATE OF COSERV GAS, LTD.'S REQUESTED RATE CHANGE TO PERMIT THE TOWN TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING COOPERATION WITH OTHER MUNICIPALITIES IN THE COSERV SERVICE AREA, TO HIRE LEGAL AND CONSULTING SERVICES AND TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; REQUIRING REIMBURSEMENT OF THE STEERING COMMITTEE OF MUNICIPALITIES SERVED BY COSERV GAS' RATE CASE EXPENSES; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on or about July 28, 2023, CoServ Gas, Ltd ("CoServ" or "Company"), pursuant to Gas Utility Regulatory Act § 104.102 filed with the Town of Prosper ("Town") a Statement of Intent to change gas rates in all municipalities exercising original jurisdiction within its service area, effective September 1, 2023; and

**WHEREAS**, the Town is a gas utility customer and a regulatory authority under the Gas Utility Regulatory Act ("GURA") and under Chapter 104, § 104.001 *et seq.* of GURA has exclusive original jurisdiction over CoServ's rates, operations, and services within the Town; and

**WHEREAS**, in order to maximize the efficient use of resources and expertise, it is reasonable for the Town to cooperate with other municipalities in conducting a review of the Company's application and to hire and direct legal counsel and consultants and to prepare a common response and to negotiate with the Company and direct any necessary litigation; and

**WHEREAS**, it is not possible for the Town to complete its review of CoServ's filing by the September 1, 2023, effective date proposed in CoServ's Statement of Intent; and

**WHEREAS**, the Town will need an adequate amount of time to review and evaluate CoServ's rate application to enable the Town to adopt a final decision as a local regulatory authority with regard to CoServ's requested rate increase; and

**WHEREAS**, GURA § 104.107 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days; and

**WHEREAS**, GURA § 103.022 provides that costs incurred by municipalities in ratemaking activities are to be reimbursed by the regulated utility.

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

**SECTION 1**

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

## SECTION 2

The September 1, 2023, effective date of the rate request submitted by CoServ on July 28, 2023, shall be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

## SECTION 3

The Town is authorized to cooperate with other municipalities in the CoServ service area, CoServ Gas Cities, and subject to the right to terminate employment at any time, hereby authorizes the hiring of Thomas L. Brocato of the law firm of Lloyd Gosselink Rochelle and Townsend, P.C. and consultants, to review CoServ's filing, negotiate with the Company, make recommendations to the Town regarding reasonable rates, and to direct any necessary administrative proceedings or court litigation associated with an appeal of a rate ordinance and the rate case filed with the Town or Texas Railroad Commission.

## SECTION 4

The Town's reasonable rate case expenses shall be reimbursed by CoServ.

## SECTION 5

It is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

## SECTION 6

A copy of this Resolution shall be sent to CoServ, care of Charles D. Harrell, CoServ Gas Ltd., 7701 South Stemmons, Corinth, Texas 76210-1842, and to Thomas L. Brocato, General Counsel to OCSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, TX 78701.

## SECTION 7

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 28<sup>th</sup> DAY OF NOVEMBER, 2023.**

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

ATTEST:

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

**APPROVED AS TO FORM AND LEGALITY:**

---

**Terrence S. Welch, Town Attorney**



## POLICE DEPARTMENT

**To: Mayor and Town Council**

**From: Doug Kowalski, Chief of Police**

**Through: Mario Canizares, Town Manager**

**Re: Forensics X7 Scanning System Purchase**

**Town Council Meeting - November 28, 2023**

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

**Agenda Item:**

Consider and act upon the approval of the purchase of a Forensics X7 Scanning System through the DIR-CPO-4504; and authorizing the Town Manager to execute documents for the same.

**Description of Agenda Item:**

In the FY24 annual budget, the Town Council approved the purchase of a replacement FARO System. The current system is outdated and no longer supported. The new equipment, Trimble X7 Laser Forensics Scanner, will be used by the Patrol Division-Traffic Unit and crime scene investigators. Replacing this system will provide the Department with valuable evidence.

This system will be purchased utilizing the State of Texas DIR-CPO-4504.

**Budget Impact:**

Funds for \$64,328 are budgeted in Police Operations IT Licenses account #100-5419-20-01.

**Attached Documents:**

1. Sales Quote SQ-61865
2. DIR-CPO-4504 Information Summary

**Town Staff Recommendation:**

Town Staff recommends approval of the purchase of the purchase of a Forensics X7 Scanning System through the DIR-CPO-4504; and authorizing the Town Manager to execute documents for the same.

**Proposed Motion:**

I move to approve the purchase of a Forensics X7 Scanning System through the DIR-CPO-4504; and authorizing the Town Manager to execute documents for the same.



**Sales Quote**

AllTerra Central - Phoenix, 5414 S 40th ST, Phoenix, AZ 85040  
480-994-1306

Sales Quote Number: SQ-61865  
Sales Quote Date: 10/20/2023  
Page: 1

**Quote Expiration Date: 11/30/2023**



**DIR-CPO-4504**

Sold  
To: TOWN OF PROSPER  
Brandon Jones  
PO BOX 307  
PROSPER, TX 75078  
United States

Ship  
To: TOWN OF PROSPER  
PO BOX 307  
PROSPER, TX 75078

Ship Via	Customer ID	203550				
Terms	Sales Person	Kelm/Lanzo				
Net 30 Days	Phone No.					
Item No.	Description	Unit	Quantity	Unit Price	Disc. %	Total Price
FOR-01-0106	Forensics X7 Scanning System	Each	1	39,355.00	9	35,813.05
FOR-02-0226	T10x WiFi w/Forensics Capture & X7 module ----GNSS----	Each	1	9,150.00	9	8,326.50
FOR-01-0105	R4sLE GNSS w/ Rod & Bipod	Each	1	7,360.00	9	6,697.60
FOR-01-0107	R4sLE GNSS - BASE	Each	1	7,360.00	9	6,697.60
FOR-02-0209	TDC 600 w/ Forensics Capture ----SOFTWARE----	Each	1	4,225.00	9	3,844.75
FOR-03-0313-NR	Forensics Suite (Subscription) (Reveal + TRW Forensics) ----TRAINING----	Each	1	449.00		449.00
FOR-06-ONSITE	1HR Forensics Onsite Training ----TRADE-INS----	Each	40	250.00		10,000.00
TI-USED-F-X130	Faro X130 scanner with accessories	Each	1	-5,500.00		-5,500.00
TI-USED-GEN-SCANNER	Trade-in Faro Freestyle handheld w/ accessories. Must Be Working	Each	1	-2,000.00		-2,000.00

- Earning Your Business is our Top Priority
- 7 Local Offices to Serve Your Needs
- Dedicated Support Line Included
- Serving the Geospatial Community for Over 30 Years

**Subtotal: 64,328.50**  
Total Sales Tax: 0.00  
**Total: 64,328.50**

AllTerra Central - Phoenix, 5414 S 40th ST, Phoenix, AZ 85040

[Home](#) > [Explore DIR Contracts](#)

Contract Number

## DIR-CPO-4504

Contract Term Date: **11/10/24** ⓘ

Contract Expiration Date: **11/10/25** ⓘ

Vendor Information

### [AllTerra Central, Inc.](#)

Vendor ID: **18238827275**

HUB Type: **Non HUB** ⓘ

RFO: **DIR-CPO-TMP-444**

Contract Status: **Active**

#### **VENDOR CONTACT:**

[Bobby Hempfling](#) ↗

Phone: (512) 467-0391

Fax: (512) 419-0084

[Vendor Website](#) ↗

#### **DIR CONTACT:**

[Jacqueline Torres](#) ↗

Phone: (512) 475-4588

## Contract Overview

AllTerra Central, Inc., (formerly North American Western Data Systems) offers IT based land surveying products and services through this contract, including: maintenance/repair and training. Available brands include Trimble, Geo Slam, Laser Technology TruPulse (LTI), Microdrones Canada, Delair America, Nikon, and Spectra Precision. Customers can purchase directly through this DIR contract. Contracts may be used by state and local government, public education, other public entities in Texas, as well as public entities outside the state. Resellers are not available for this contract. DIR has exercised the automatic renewal option for this Contract. This renewal extends the contract through 11/10/2024.

## Contract Details & Ordering Information

[Products & Services](#)



Products & Services



## POLICE DEPARTMENT

**To: Mayor and Town Council**

**From: Doug Kowalski, Chief of Police**

**Through: Mario Canizares, Town Manager**

**Re: Flock Group, Inc Updated Service Agreement**

**Town Council Meeting – November 28, 2023**

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

---

**Agenda Item:**

Consider and act upon authorizing the Town Manager to execute a Service Agreement between Flock Group Inc. and the Town of Prosper, Texas, related to the purchase of additional products and services.

**Description of Agenda Item:**

In January 2023, the Town Council approved a two-year Service Agreement with Flock Group, Inc. for the purchase of a software and hardware situational awareness solution for automatic license plates, video and audio detection. The updated Service Agreement will add additional functionality and services with the addition of several live-feed Condor cameras and FlockOS. In addition, the new Service Agreement locks in pricing at the current rate for the next five (5) years. (This is a sole source purchase.)

This agreement supersedes the original approved agreement approved in January 2023.

**Budget Impact:**

\$125,500.00 was budgeted in the FY24 Operating Budget in 100-6140-20-01.

Year one: \$157,000.00 (The difference in the originally budgeted FY24 amount and updated Service Agreement amount will be covered with a \$39,000.00 cost savings from the FY23 Motorola Camera Project.)

Annual Recurring: \$152,500.00

Total contract amount: \$767,000.00 (to be budgeted in subsequent fiscal years)

**Attached Documents:**

1. Flock Group, Inc. Agreement
2. Flock Group, Inc. Sole Source Letter

**Town Staff Recommendation:**

Town Staff recommends the Town Council approve authorizing the Town Manager to execute a Service Agreement between Flock Group Inc. and the Town of Prosper, Texas, related to the purchase of additional products and services.

**Proposed Motion:**

I move to approve authorizing the Town Manager to execute a Service Agreement between Flock Group Inc. and the Town of Prosper, Texas, related to the purchase of additional products and services.

## **Flock Safety + TX - Prosper PD**

---

Flock Group Inc.  
1170 Howell Mill Rd, Suite 210  
Atlanta, GA 30318

---

**MAIN CONTACT:**  
Ashley Shambo  
ashley.shambo@flocksafety.com  
9723109832



**Billing Schedule**

Item 8.

<b>Billing Schedule</b>	<b>Amount (USD)</b>
<b>Year 1</b>	
At Contract Signing	\$157,000.00
<b>Annual Recurring after Year 1</b>	\$152,500.00
<b>Contract Total</b>	\$767,000.00

\*Tax not included

**Discounts**

<b>Discounts Applied</b>	<b>Amount (USD)</b>
Flock Safety Platform	\$120,000.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$0.00

**Product and Services Description**

Item 8.

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.
Flock Safety Falcon@ Flex	An infrastructure-free, location-flexible license plate reader camera that enables the Customer to self-install.	The Term shall commence upon execution of this Statement of Work.
Flock Safety Condor™	Flock's pan, tilt, zoom (PTZ) or fixed cameras which capture video footage with the option to stream live video, capture and view video recordings, and upload videos.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

**FlockOS Features & Description****Package: Advanced**

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.
Convoy Search	Identify vehicles that have been seen together so you can verify a potential accomplice and getaway car used during a string of vehicle thefts; Show me vehicles that were seen near this specific car multiple times.
Visual Search	Upload a suspect vehicle photo from and alternative source (i.e. CCTV, doorbell camera, mobile phone), and machine learning will match it to vehicles recorded by Flock Safety cameras in the past 30 days
Custom Hot List Deconfliction Portal	Allows Flock users to identify overlapping investigations and provide the contact information of opted-in parties to facilitate collaboration.
Hot List Attachments	The ability to add case notes, photos, reports, and other relevant case information to Custom Hot List Alerts
Unlimited Vehicle Description Alerts	Users can set up and receive notifications for suspect vehicles based on body type, make, color, location and timeframe. Notifications are sent via app, SMS or email when a vehicle matching the predetermined criteria passes a camera in your organization's network.
Wing Gateway, Wing Cloud, Wing VMS	Unlocks access to purchase Wing.
Custom Map Layers	Ability for customers (and Flock Admins) to add & view public and proprietary ESRI map layers to FlockOS' Map experience.

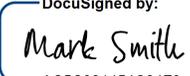
SSO	Ability to sign into the Flock Safety platform via Okta Single Sign On (SSO). This increases log and information security.	<i>Item 8.</i>
Multi Geo Search	Perform single and multi-location-based searches to link a suspect vehicle to one, or multiple crime scenes	

**By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at <https://www.flocksafety.com/terms-and-conditions>**

The Parties have executed this Agreement as of the dates set forth below.

**FLOCK GROUP, INC.**

**Customer: TX - Prosper PD**

By:   
AC5C931454C24F3...

By: \_\_\_\_\_

Name: Mark Smith

Name: Mario Canizares

Title: General Counsel

Title: \_\_\_\_\_

Date: 11/10/2023

Date: \_\_\_\_\_

PO Number: \_\_\_\_\_

# flock safety

## Sole Source Letter for Flock Safety™ ALPR Cameras and Solution

Flock Safety is the sole manufacturer and developer of the Flock Safety ALPR Camera. Flock Safety is also the sole provider of the comprehensive monitoring, processing, and machine vision services which integrate with the Flock Safety ALPR Camera.

**The Flock Safety ALPR camera and devices are the only Law Enforcement Grade ALPR System to offer the following combination of proprietary features:**

1. Partnerships:

- Flock Safety is the only LPR provider to officially partner with AXON to be natively and directly integrated into Evidence.com
- Flock Safety is the only LPR provider to be fully integrated into a dynamic network of Axon's Fleet 3 mobile ALPR cameras for patrol cars and Flock Safety's Falcon cameras
- Access to additional cameras purchased by our HOA and private business partners, means an ever-increasing amount of cameras and data at no additional cost
- Ability to potential access additional cameras from Flock Customers, including: TX - Irving PD, at no additional cost

2. Vehicle Fingerprint Technology™:

- Patented proprietary machine vision to analyze vehicle license plate, state recognition, and vehicle attributes such as color, type, make and objects (roof rack, bumper stickers, etc.) based on image analytics (not car registration data)
- Machine vision to capture and identify characteristics of vehicles with a paper license plate and vehicles with the absence of a license plate
- Ability to 'Save Search' based on description of vehicles using our patented Vehicle Fingerprint Technology without the need for a license plate, and set up alerts based on vehicle description
- Only LPR provider with "Visual Search" which can transform digital images from any source into an investigative lead by finding matching vehicles based on the vehicle attributes in the uploaded photo
- Falcon Flex™: an infrastructure-free, location-flexible license plate reader camera that is easy to self install. Falcon Flex ties seamlessly into the Flock ecosystem with a small and lightweight camera with the ability to read up to 30,000 license plates and vehicle attributes on a single battery charge

3. Integrated Cloud-Software & Hardware Platform:

# flock safety

- Ability to capture two (2+) lanes of traffic simultaneously with a single camera from a vertical mass
  - Best in class ability to capture and process up to 30,000 vehicles per day with a single camera powered exclusively by solar power
  - Wireless deployment of solar powered license plate reading cameras with integrated cellular communication weighing less than 5lbs and able to be powered solely by a solar panel of 60W or less
  - Web based footage retrieval tool with filtering capabilities such as vehicle color, vehicle type, vehicle manufacturer, partial or full license plate, state of license plate, and object detection
  - Utilizes motion capture to start and stop recording without the need for a reflective plate
  - Motion detection allows for unique cases such as bicycle capture, ATV, motorcycle, etc.
  - On device machine processing to limit LTE bandwidth consumption
  - Cloud storage of footage
  - Covert industrial design for minimizing visual pollution
4. Transparency & Ethical Product Design:
- One-of-a-kind “Transparency Portal” public-facing dashboard that details the policies in place by the purchaser, as well as automatically updated metrics from the Flock system
  - Built-in integration with NCMEC to receive AMBER Alerts to find missing children
  - Privacy controls to enable certain vehicles to “opt-out” of being captured
5. Integrated Audio & Gunshot Detection:
- Natively integrated audio detection capabilities utilizing machine learning to recognize audio signatures typical of crimes in progress (e.g., gunshots)
6. Live Video Integration:
- Ability to apply computer vision to third-party cameras using Wing™ LPR, transforming them to evidence capture devices using the same Vehicle Fingerprint technology offered on the Flock Safety Falcon™ ALPR cameras
  - Wing™ Livestream integrates live stream traffic cameras, publicly or privately owned livestream security cameras into one cloud-based situational awareness dashboard to increase response time in mission-critical incidents
  - Manage various government intelligence including ALPR, livestream cameras, CAD, automatic vehicle location (AVL) on Flock Safety’s Wing™ Suite

# flock safety

- Access Wing™ Replay to unlock enhanced situational awareness with 7-day footage retention, Hot List Live Video Instant Replay, and downloadable MP4

## 7. Warranty & Service:

- Lifetime maintenance and support included in subscription price
- Flock Safety is the only fully integrated ALPR one-stop solution from production of the camera to delivery and installation
- Performance monitoring software to predict potential failures, obstructions, tilts, and other critical or minor issues

Thank you,



Garrett Langley CEO, Flock Safety



## Parks & Recreation

**To: Mayor and Town Council**

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

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

**Re: Purchase of Pegasus 16' Mower**

**Town Council Meeting – November 28, 2023**

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

**Agenda Item:**

Consider and act upon approval of the purchase of one Pegasus S5493 Mower with accessories and authorize the Town Manager to execute documents related to the purchase.

**Description of Agenda Item:**

The Town Council approved funds in the FY 2023-2024 Park Operations operating budget for the purchase of a Pegasus 16' mower. The purchase will be made utilizing Buyboard 706-23. The cost of the mower and accessories is \$57,007.20

**Budget Impact:**

Funds are available in Park Operations account 100-6140-60-02 Capital Expenditure-Equipment.

**Attached Documents:**

1. Zimmerer Kubota & Equipment, Inc. Proposal Dated November 9, 2023
2. Zimmerer Kubota & Equipment, Inc. Buyboard Summary Information Sheet

**Town Staff Recommendation:**

Town Staff recommends the Town Council approve the purchase of one Pegasus S5493 Mower with accessories and authorize the Town Manager to execute documents related to the purchase.

**Proposed Motion:**

I move to approve the purchase of one Pegasus S5493 Mower with accessories and authorize the Town Manager to execute documents related to the purchase.



# Zimmerer Kubota & Equipment, Inc.

5165 MARK IV PARKWAY FORT WORTH, TX 76106 (817)281-6143

Customer: Town of Prosper Phone: \_\_\_\_\_  
 Address: \_\_\_\_\_ E-Mail: \_\_\_\_\_  
 City: \_\_\_\_\_ Fax: \_\_\_\_\_

Make	Model	Description	Price:
Trimax	PegasusS5493	Series 5 16' 2" tri-deck roller mower	\$ 53,650.00
Trimax	skid	2x anti-wear skids on each deck (6 total)	\$ 1,050.00
Trimax	quattro	Quattro blade carriers 4 blades per spindle (2 flat, 2 updraft)	\$ 2,060.00
		Buy Board discount -3%	\$ (1,702.80)
		incoming freight	\$ 1,750.00
		<b>Buy Board contract # 706-23</b>	
		Note: price includes full set of Nexa blades	
Sub-Total:			\$ - \$ 56,807.20

Insurance Premium		
Months	Cost	X
12	\$ -	
24	\$ -	
36	\$ -	
48	\$ -	
60	\$ -	
x	x	

Trade-In	Y/N/L
Value:	
Pay-Off:	\$ -
Difference (Sub-Total - Value + Payoff):	\$ -

Extended Warranty:	
Taxes	
Sales Tax (8.25%):	\$ -
Heavy Equipment Tax (.002547)	\$ -
TERP Tax (50+ HP Units) (1.5%):	\$ -
3% Convenience Fee	\$ -

Finance Payment Options		
Months	APR	Payment
12	0	\$ -
24	0	\$ -
36	0	\$ -
48	0	\$ -
60	0	\$ -
x	x	x

Extras	
Theft, Fire & Vandalism Insurance:	
UCC/Document Fee (C/B/N):	
RTV Title Fee:	\$ -
Delivery Fee:	\$ 200.00
<b>Total:</b>	<b>\$ 57,007.20</b>
Down Payment:	
<b>Total:</b>	<b>\$ 57,007.20</b>

**Proposal Only. Not a Sales Invoice**

All prices quoted are for cash or check purposes. Credit cards are gladly accepted at our non-discounted price.

Sales Person: Steve Lee Date: 11/9/2023

[www.zimmererkubota.com](http://www.zimmererkubota.com)

- 2825 N Nolan River Rd  
Cleburne, TX 76033  
(817) 645-9106
- 1421 N Loop 288  
Denton, TX 76209  
(940) 382-1564
- 3472 S US Hwy 287  
Decatur, TX 76234  
(940) 627-4744
- 5165 Mark IV Parkway  
Fort Worth, TX 76106  
(817) 281-6143
- 3218 W US Hwy 82  
Gainesville, TX 76240  
(940) 668-7861



## Vendor Contract Information Summary

Vendor Zimmerer Kubota and Equipment, Inc.  
 Contact Steve Lee  
 Phone 817-281-6143  
 Phone Extension N/A  
 Email stevel@zkmail.com  
 Vendor Website www.zimmererkubota.com  
 TIN 75-1763592  
 Address Line 1 5165 Mark Parkway  
 Vendor City Fort Worth  
 Vendor Zip 76106  
 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 Prepaid, Add to Invoice  
 Designated Dealer No  
 EDGAR Received Yes  
 Service-disabled Veteran Owned No  
 Minority Owned No  
 Women Owned No  
 Certificate Number N/A  
 Certifying Agency N/A  
 National No  
 No Foreign Terrorist Orgs Yes  
 No Israel Boycott Yes  
 MWBE No  
 ESCs 10, 11, 12  
 States Texas  
 Contract Name Grounds Maintenance Equipment, Parts, and Supplies  
 Contract No. 706-23  
 Effective 06/01/2023  
 Expiration 05/31/2026  
 Accepts RFQs Yes  
 Quote Reference Number N/A



## Vendor Contract Information Summary

Item 9.

**Return Policy** We do not have a return policy on wholegoods. Any issues resulting in a request to return equipment will be handled on an as-needed basis.



## 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: Interlocal Agreement - Coit Road Intersection Improvements  
(Collin County)**

**Town Council Meeting – November 28, 2023**

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

**Agenda Item:**

Consider and act upon authorizing the Town Manager to execute an Interlocal Agreement between the County of Collin, Texas, and the Town of Prosper, Texas, related to the Coit Road Intersection Improvements project.

**Description of Agenda Item:**

Collin County voters approved a bond program in November 2018 for transportation related projects. On October 31, 2022, the Town of Prosper responded to the 2022/2023 Collin County Call for Projects by submitting the Coit Road Intersection Improvements project. This project includes the expansion of the intersections of Coit Road at First Street, Prosper Trail, and Frontier Parkway (FM 1461) to allow for the full functioning of the traffic signal-controlled intersections. The estimated cost of the project is \$4,000,000, and the Town requested 75% participation from Collin County. Earlier this year, Collin County notified the Town that it received an award of \$2,800,000, towards the project, which is 70% of the estimated \$4,000,000 project costs. In order to move forward with the project, the Town is required to enter into the attached Interlocal Agreement.

On November 9, 2023, the Town Council Capital Improvement Subcommittee met to discuss the Coit Road Intersection Improvements project and the decision was made to complete the design of the Coit Road (First – Frontier) project, a four-lane (ultimate six-lane) divided major thoroughfare, which includes the intersection improvements outlined in the ILA. Depending on the construction cost proposals received, the Town Council will be able to either award a contract to expand Coit Road from First Street to Frontier Parkway in either a single phase or two phases, the later phase being the widening of the section of Coit Road from just north of Gentle Creek Trail to the intersection improvements south of Frontier Parkway (FM 1461) before Fair Oaks Boulevard.

**Budget Impact:**

The estimated cost of construction for the intersection improvements is \$4,000,000 with Collin County funding \$2,800,000 and the Town of Prosper funding \$1,200,000, in Account No. 750-5410-10-00-2316-ST.

**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. Interlocal Agreement
2. Location Map

**Town Staff Recommendation:**

Town staff recommends that the Town Council authorize the Town Manager to execute an Interlocal Agreement between the County of Collin, Texas, and the Town of Prosper, Texas, related to the Coit Road Intersection Improvements project.

**Proposed Motion:**

I move to authorize the Town Manager to execute an Interlocal Agreement between the County of Collin, Texas, and the Town of Prosper, Texas, related to the Coit Road Intersection Improvements project.

**INTERLOCAL AGREEMENT  
BETWEEN COLLIN COUNTY AND THE TOWN OF PROSPER  
CONCERNING COIT INTERSECTION IMPROVEMENTS  
NEW 2018 BOND PROJECT # RI18027**

**WHEREAS**, the County of Collin, Texas (“County”) and the Town of Prosper Texas (“Town”) desire to enter into this agreement (“Agreement”) concerning the Coit Intersection Improvements Project (“Project”) in Prosper, Collin County, Texas; and

**WHEREAS**, the Interlocal Cooperation Act (Texas Government Code Chapter 791) authorizes any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

**WHEREAS**, the Town and County have determined that the improvements may be constructed most economically by implementing this Agreement; and

**NOW, THEREFORE**, this Agreement is made and entered into by the County and the Town upon and for the mutual consideration stated herein.

**WITNESSETH:**

**ARTICLE I.**

The Town shall arrange to design the Project. The Project shall consist of widening of Coit Road at First Street, Prosper Trail, and Frontier Parkway (FM 1461) and the design of Coit Road as a four-lane (ultimate six-lanes) divided major thoroughfare at the intersections of First Street, Prosper Trail, and Frontier Parkway (FM 1461). All improvements shall be designed to meet or exceed the Town’s roadway design standards and criteria and shall be constructed in accordance with the plans and specifications approved by the Town.

**ARTICLE II.**

The Town shall prepare plans and specifications for the improvements, accept bids and award a contract to construct the improvements and administer the construction contract. In all such activities, the Town shall comply with all statutory requirements applicable to a municipal public work project. The Town shall provide the County with a copy of the executed design and construction contract(s) for the Project. Changes to the Project, other than what was submitted for the initial project ranking or which alter the initial funding set forth in Article IV, must be reviewed and approved by Collin County.

**ARTICLE III.**

The Town shall also acquire real property in the vicinity of the improvements for use as right-of-way or easements in connection with the Project.

**ARTICLE IV.**

The Town estimates the total actual cost of the Project to be Four Million Dollars (\$4,000,000) (“Estimated Project Cost”). The County agrees to participate in the Project by allocating Two Million Eight Hundred Thousand (\$2,800,000) (the “County Participation Amount”) to the performance of the Project. The County shall remit fifty percent (50%) of the County Participation Amount to the Town within thirty (30) days after the Town issues a Notice to Proceed to the design engineer and the Town submits a written request for payment to the County. The County shall remit the remaining fifty percent (50%) of the County Participation Amount to the Town (i) within thirty (30) days after the Town receives bids for the construction of the Project and the Town submits a written request for payment to the County. The County Commissioners Court may revise this payment schedule based on the progress of the Project. If the payment schedule is revised and that revision results in the Town facing the potential of incurring an unfunded debt in violation of the Texas Constitution the Town, in its sole discretion, shall

be free from any obligation or commitment to continue working on or complete the Project until the next installment of the County Participation Amount is paid to Town.

If the actual cost to design, acquire right-of-way for, and construct the Project (collectively the “Actual Project Cost”) is less than the Estimated Project Cost, and the County has participated up to seventy percent (70%) of the total Estimated Project Cost for the 2018 Bond funding, then the Town shall reimburse to the County an amount equal to the difference between the Estimated Project Cost and the Actual Project Cost such that the county has only contributed seventy percent (70%) of the Actual Project Cost. The Town shall remit any such reimbursement to the County following Town’s final acceptance of the Project and along with an itemized final accounting of expenditures for the Project. As used herein, the terms “Estimated Project Cost” and “Actual Project Cost” may include land acquisition, engineering, construction, inspection, testing, street lighting, and construction administration costs including contingencies.

#### ARTICLE V.

The County’s participation in the Project shall not exceed Two Million Eight Hundred Thousand (\$2,800,000).

#### ARTICLE VI.

The Town shall install a **project sign** identifying the Project as being partially funded by the Collin County 2018 Bond Program. The Town shall also provide **quarterly progress reports throughout the Project as well as before, during and after photos** during the construction process, in electronic format or via US mail to the Collin County Engineering Department. Following completion of the Project, the Town shall provide an **itemized final accounting of expenditures** for the Project.

#### ARTICLE VII.

The Town and County agree that the party paying for the performance of governmental functions or services shall make those payments only from current revenues legally available to the paying party.

#### ARTICLE VIII.

**INDEMNIFICATION. TO THE EXTENT ALLOWED BY LAW, EACH PARTY AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OTHER (AND ITS OFFICERS, AGENTS, AND EMPLOYEES) FROM AND AGAINST ALL CLAIMS OR CAUSES OF ACTION FOR INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE), AND ANY OTHER LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEYS’ FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO, OR RESULTING FROM ITS PERFORMANCE UNDER THIS AGREEMENT, OR CAUSED BY ITS NEGLIGENT ACTS OR OMISSIONS (OR THOSE OF ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, OR ANY OTHER THIRD PARTIES FOR WHOM IT IS LEGALLY RESPONSIBLE) IN CONNECTION WITH PERFORMING THIS AGREEMENT.**

#### ARTICLE IX.

**VENUE.** The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. The parties agree that this Agreement is performable in Collin County, Texas and that exclusive venue shall lie in Collin County, Texas.

#### ARTICLE X.

**SEVERABILITY.** The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

**ARTICLE XI.**

**ENTIRE AGREEMENT.** This Agreement embodies the entire agreement between the parties and may only be modified in a writing executed by both parties.

**ARTICLE XII.**

**SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. Neither party will assign or transfer an interest in this Agreement without the written consent of the other party.

**ARTICLE XIII.**

**IMMUNITY.** It is expressly understood and agreed that, in the execution of this Agreement, neither party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

**ARTICLE XIV.**

**EXPENSES FOR ENFORCEMENT.** In the event either Party hereto is required to employ an attorney to enforce the provisions of this Agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing Party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement, including collection.

**ARTICLE XV.**

**FORCE MAJEURE.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

**ARTICLE XVI.**

**TERM.** This Agreement shall be effective upon execution by both parties and shall continue in effect annually until final acceptance of the Project. This Agreement shall automatically renew annually during this period.

*[Signature page follows.]*

**APPROVED AS TO FORM:**

**COUNTY OF COLLIN, TEXAS**

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

By: \_\_\_\_\_  
Name: Chris Hill  
Title: County Judge  
Date: \_\_\_\_\_  
Executed on this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_, by the County of Collin,  
pursuant to Commissioners' Court  
Order No. \_\_\_\_\_.

**ATTEST:**

**TOWN OF PROSPER, TEXAS**

By: \_\_\_\_\_  
Name: Michelle Lewis Sirianni  
Title: Town Secretary  
Date: \_\_\_\_\_

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

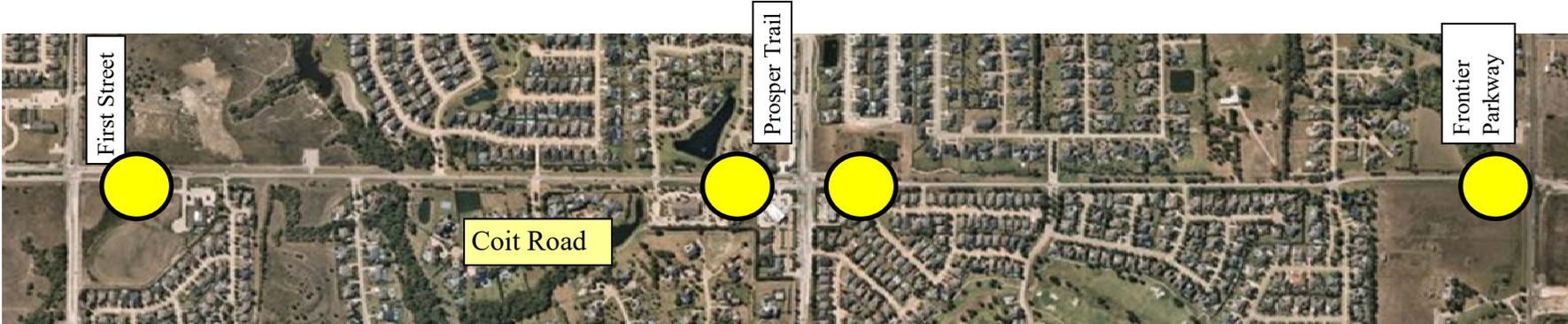
**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Name: Terrence S. Welch  
Title: Town Attorney  
Date: \_\_\_\_\_

# LOCATION MAP



## Coit Road Intersection Improvements





## 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:** Fishtrap (Teel – Gee Road) & Gee Road (Fishtrap - Windsong Retail):  
Change Order No. 02

Town Council Meeting – November 28, 2023

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

**Agenda Item:**

Consider and act upon approving Change Order No. 02 for CSP No. 2022-50-B to McMahon Contracting, LP, related to construction services for the Fishtrap (Teel - Gee Road) & Gee Road (Fishtrap - Windsong Retail) project; and authorizing the Town Manager to execute Change Order No. 02 for same.

**Description of Agenda Item:**

Town Council authorized a construction contract with McMahon Contracting, LP, at the August 23, 2022, Town Council meeting for the Fishtrap (Teel - Gee Road) & Gee Road (Fishtrap - Windsong Retail) project in the amount of \$10,194,579.20. The project consists of all work needed for the construction of the remaining lanes of Fishtrap Road from Gee Road to Teel Parkway and two of the ultimate three northbound lanes of Gee Road from Fishtrap Road to Windsong Retail.

On September 22, 2022, Change Order No. 01 was approved to update the quantities for several items from estimated to actual constructed quantities, which resulted in a net savings of \$95,320.12. The cost saving was accounted for in a new line item titled "Owner's Contingency" that can be used towards future change orders. It added 168 calendar days to the contract time.

Change Order No. 02 accounts for the additional concrete pavement, excavation, flex base with geogrid, signage, striping, mow strip, traffic control, and replacement of guardrail to construct a third lane along existing Fishtrap Road (future Gee Road) from First Street to Denton Way. The third lane will connect to the existing bridges over Doe Branch Creek that serves as the future third southbound lane. Until such time as the ultimate northbound lanes and bridges are constructed, the third lane being constructed will be used as an interim second northbound lane to help alleviate traffic congestion in the area. An additional 45 calendar days are being added to the contract time to construct these improvements.

**Budget Impact:**

The cost for Change Order No. 02 is \$342,929.62, and there is \$350,000, in FY2023 Capital Dedicated Funds approved for this additional work in Account No. 750-6610-10-00-2011-ST.

**Legal Obligations and Review:**

Terrence Welch of Brown & Hofmeister, L.L.P., has approved the standard change order document as to form and legality.

**Attached Documents:**

1. Change Order No. 02
2. Location Map

**Town Staff Recommendation:**

Town staff recommends that the Town Council approve Change Order No. 02 for CSP No. 2022-50-B to McMahon Contracting, LP, related to construction services for the Fishtrap (Teel - Gee Road) & Gee Road (Fishtrap - Windsong Retail) project; and authorizing the Town Manager to execute Change Order No. 02 for same.

**Proposed Motion:**

I move to approve Change Order No. 02 for CSP No. 2022-50-B to McMahon Contracting, LP, related to construction services for the Fishtrap (Teel - Gee Road) & Gee Road (Fishtrap - Windsong Retail) project; and authorize the Town Manager to execute Change Order No. 02 for same.



## Change Order No. 02

Grant No.: \_\_\_\_\_

<b>Project Name:</b>	Fishtrap (Teel - Gee Road) & Gee Road (Fishtrap - Windsong Retail)	<b>Prj. No.:</b>	2010-ST & 2011-ST
<b>Contractor:</b>	McMahon Contracting, LP	<b>Bid No.:</b>	2022-50-B
<b>Contract Start:</b>	10/24/2022	<b>PO No.:</b>	22399

**Description of Change for 2010-ST Fishtrap Road:**  
 This Change Order provides for additional work, utilizing some existing items as well as establishing new items to construct a portion of the third lane along Fishtrap Road, north of First Street to help alleviate traffic burdens experienced by Town residents. It adds 45 calendar days to the contract time to construct these improvements

Mod/ New	Item No.	Description	Unit	Quantity			Unit Cost	Cost Change
				Prev	Chg	New		
New	1	REMOVE AND RELOCATE EXISTING TRAFFIC SIGN	EA	0	1	1	\$ 696.15	\$ 696.15
New	2	REMOVE CURB AND GUTTER	LF	0	1,264	1,264	\$ 7.50	\$ 9,480.00
New	3	REMOVE 4" SOLID WHITE LINE	LF	0	1,514	1,514	\$ 1.30	\$ 1,968.20
New	4	REMOVE 4" SOLID YELLOW LINE AND CROSS H	SY	0	1,108	1,108	\$ 1.30	\$ 1,440.40
New	5	REMOVE ROCK RIP RAP	SY	0	80	80	\$ 29.98	\$ 2,398.40
New	6	REMOVE LANE ARROW & ONLY MARKINGS	EA	0	2	2	\$ 295.00	\$ 590.00
New	7	INSTALL/REMOVE CONSTRUCTION ENTRANCE	EA	0	1	1	\$ 2,468.70	\$ 2,468.70
New	8	INSTALL/REMOVE CONCRETE WASHOUT	EA	0	1	1	\$ 2,000.00	\$ 2,000.00
New	9	INSTALL/REMOVE SILT FENCE	LF	0	1,044	1,044	\$ 3.17	\$ 3,309.48
New	10	INSTALL/REMOVE STONE OVERFLOW	EA	0	3	3	\$ 1,696.50	\$ 5,089.50
New	11	CLEARING & GRUBBING	SY	0	1,500	1,500	\$ 2.79	\$ 4,185.00
New	12	INSTALL/REMOVE INLET PROTECTION	EA	0	3	3	\$ 146.25	\$ 438.75
New	13	9" CONCRETE PAVEMENT	SY	0	814	814	\$ 96.21	\$ 78,314.94
New	14	UNREINFORCED CONCRETE	SY	0	457	457	\$ 88.91	\$ 40,631.87
New	15	12" FLEXBASE W/ GEOGRID	CY	0	438	438	\$ 111.50	\$ 48,837.00
New	16	EXCAVATION	CY	0	902	902	\$ 38.53	\$ 34,754.06
New	17	CONNECT TO EXISTING PAVEMENT	LF	0	48	48	\$ 12.83	\$ 615.84
New	18	LONGITUDINAL BUTT JOINT	LF	0	961	961	\$ 8.29	\$ 7,966.69
New	19	INSTALL ARROW MARKINGS	EA	0	10	10	\$ 230.10	\$ 2,301.00
New	20	INSTALL 4" SOLID WHITE LINE	LF	0	1,725	1,725	\$ 1.48	\$ 2,553.00
New	21	INSTALL WHITE CROSS HATCH MARKINGS	SY	0	599	599	\$ 1.77	\$ 1,060.23
New	22	INSTALL 4" TRANSITION BROKEN WHITE LINE	LF	0	435	435	\$ 1.77	\$ 769.95
New	23	INSTALL "RLMTR" SIGN	EA	0	2	2	\$ 584.10	\$ 1,168.20
New	24	INSTALL W1-4A SIGN	EA	0	1	1	\$ 631.30	\$ 631.30



## Change Order No. 02

Grant No.: \_\_\_\_\_

<b>Project Name:</b>	Fishtrap (Teel - Gee Road) & Gee Road (Fishtrap - Windsong Retail)	<b>Prj. No.:</b>	2010-ST & 2011-ST
<b>Contractor:</b>	McMahon Contracting, LP	<b>Bid No.:</b>	2022-50-B
<b>Contract Start:</b>	10/24/2022	<b>PO No.:</b>	22399

Item	QTY	Description	Unit	Est	Unit Price	Ext Price	Est	Unit Price	Ext Price
New	25	INSTALL W1-R1 SIGN	EA	0	1 1	\$ 584.10	\$	584.10	
New	26	INSTALL 4" BROKEN WHITE LINE	LF	0	2,956 2,956	\$ 1.77	\$	5,232.12	
New	27	REMOVE AND REINSTALL GUARDRAIL	LF	0	270 270	\$ 38.47	\$	10,386.90	
New	28	MOBILIZATION	LS	0	1 1	\$ 40,375.30	\$	40,375.30	
New	29	TRAFFIC CONTROL	LS	0	1 1	\$ 16,930.14	\$	16,930.14	
New	30	INSTALL MOW STRIP	SY	0	120 120	\$ 131.27	\$	15,752.40	

Cost Adjustment this Change: 342,929.62  
Time Adjustment this Change: 45

*The compensation agreed upon in this Change Order is full, complete and final payment for all costs the Contractor may incur as a result of or relating to this change, whether said costs are known, unknown, foreseen or unforeseen at this time, including without limitation, any cost for delay, extended overhead, ripple or impact cost, or any other effect on changed or unchanged work as a result of this Change.*

Original Contract Amount:	\$10,194,579.20
Previous Change Orders:	\$0.00
Current Change Order:	\$342,929.62
<b>Revised Contract Amount:</b>	<b>\$10,537,508.82</b>

**Issued by**  
**TOWN OF PROSPER**

By \_\_\_\_\_  
Signature Date

	Cal. Days
Original Contract Time:	254
Previous Change Orders:	168
Current Change Order:	45
<b>Rev. Subst. Compl. Date: 2/3/2024</b>	<b>467</b>

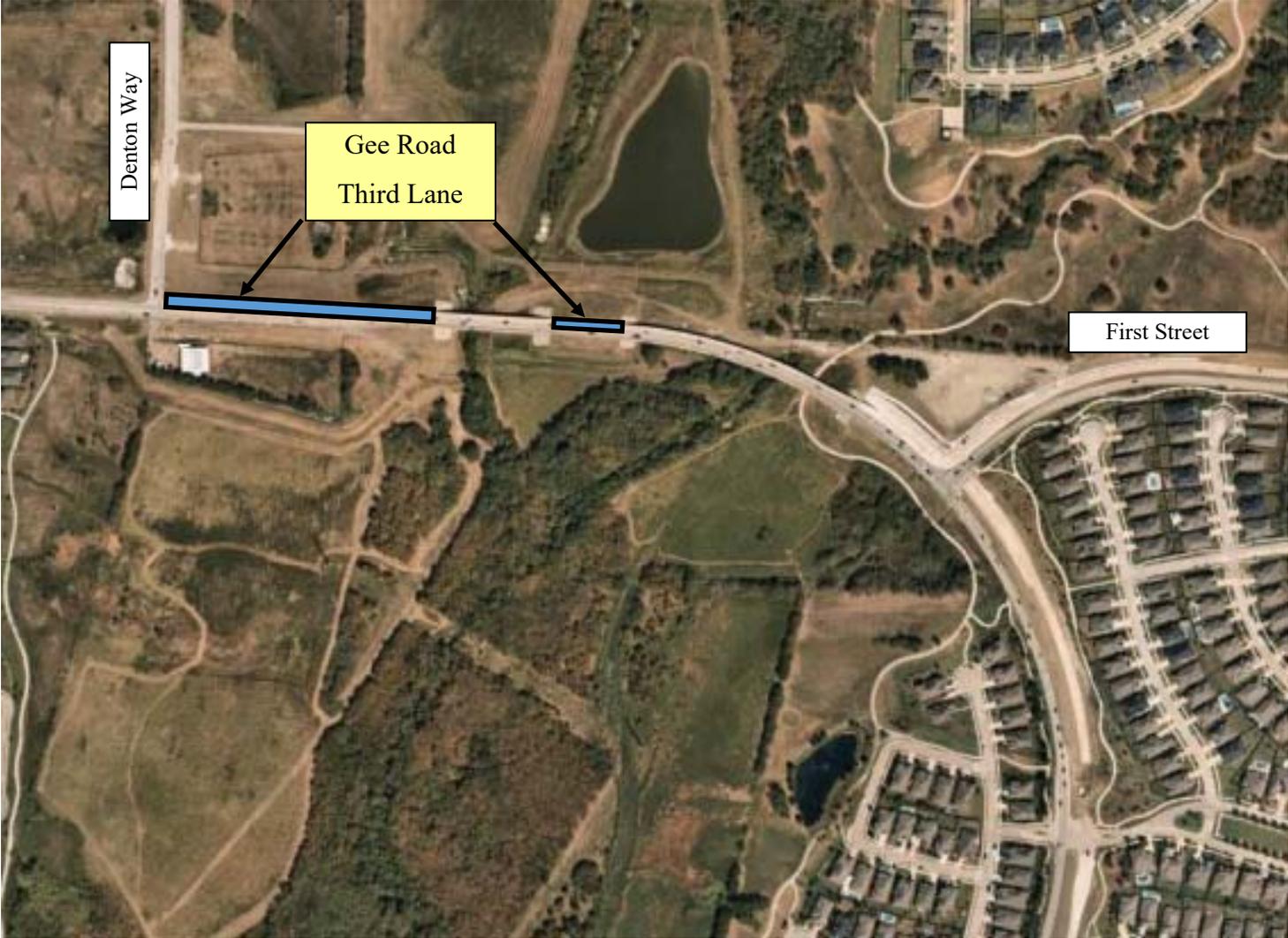
**Accepted by**  
**McMahon Contracting, LP**

By **Joe Alan Soto** Digitally signed by Joe Alan Soto  
DN: cn=Joe Alan Soto, email=jalan@mcmacontracting.com,  
o=McMahon Contracting & Construction LLC,  
ou=McMahon Contracting & Construction LLC,  
c=US **11/20/2023**  
Signature Date

**Final Completion Date: 3/4/2024**

# LOCATION MAP

Gee Road (Change Order No. 2)





## ENGINEERING SERVICES

**To: Mayor and Town Council**

**From: Hulon T. Webb, Jr., P.E., Director of Engineering Services  
Doug Kowalski, Police Chief**

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

**Re: Ordinance Amending Truck Routes**

**Town Council Meeting – November 28, 2023**

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

**Agenda Item:**

Consider and act upon an ordinance amending Section 12.08.022, "Definitions," and repealing Section 12.08.003, "Unlawful Act/Exemptions," with a new Section 12.08.003, "Approved and Prohibited Truck Routes; Exemptions,." of Article 12.08, "Truck Routes," of Chapter 12, "Traffic," of the Code of Ordinances.

**Description of Agenda Item:**

The last update to the ordinance was in 2015 and since then the Town has improved several streets that can be accessed by large commercial trucks. To address past concerns about the safety of its residents and the traveling public due to commercial truck traffic on certain street segments within the Town, the following table of street segments is being updated to reflect changes to existing streets as well as additions of several new streets:

<b>Street Segments</b>	
<b>Street Name</b>	<b>Limits</b>
Prosper Trail	Teel Parkway to Custer Road (FM 2478)
First Street	Gee Road to Custer Road (FM 2478)
Prairie Drive	Teel Parkway to Mahard Parkway
Gee Road	University Drive (US 380) to FM 1385
Windsong Parkway	University Drive (US 380) to First Street
Teel Parkway	University Drive (US 380) to Parvin Road
Legacy Drive	University Drive (US 380) to Frontier Parkway
Coleman Street	Lovers Lane to Preston Road (SH 289)
Lovers Lane	Richland Boulevard to Coleman Street
La Cima Boulevard	University Drive (US 380) to First Street

To provide clarity to the which street segments are to be designated truck routes, the following table is also included in the proposed ordinance:

Street Segments	
Street Name	Limits
Frontier Parkway	Dallas North Tollway to Preston Road (SH 289)
University Drive (US 380)	FM 1385 to Custer Road (FM 2478)
FM 1385	University Drive (US 380) to Parvin Road
Dallas North Tollway	University Drive (US 380) to Frontier Parkway
Preston Road (SH 289)	University Drive (US 380) to Frontier Parkway
Custer Road (FM 2478)	University Drive (US 380) to Frontier Parkway

While not part of the proposed ordinance, there are two maps included as attachments to this agenda item. The first map shows the existing prohibited street segments and additional street segments to be included as prohibited in the proposed ordinance. The second map shows the proposed ordinance revisions for both the designated truck routes (in green), and all prohibited track routes (in red).

**Budget Impact:**

The estimated cost for signs and poles is \$3,000 and will be purchased from the Streets Department FY2024 Adopted Budget (Account Number 100-5640-50-01).

**Legal Obligations and Review:**

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

**Attached Documents:**

1. Ordinance
2. Existing and Proposed Changes Map
3. Revised Map

**Town Staff Recommendation:**

Town staff recommends that the Town Council approve an ordinance amending Section 12.08.022, "Definitions," and repealing Section 12.08.003, "Unlawful Act/Exemptions," with a new Section 12.08.003, "Approved and Prohibited Truck Routes; Exemptions,." of Article 12.08, "Truck Routes," of Chapter 12, "Traffic," of the Code of Ordinances.

**Proposed Motion:**

I move to approve an ordinance amending Section 12.08.022, "Definitions," and repealing Section 12.08.003, "Unlawful Act/Exemptions," with a new Section 12.08.003, "Approved and Prohibited Truck Routes; Exemptions,." of Article 12.08, "Truck Routes," of Chapter 12, "Traffic," of the Code of Ordinances.

TOWN OF PROSPER, TEXAS

ORDINANCE NO. 2023-\_\_

**AN ORDINANCE OF THE TOWN OF PROSPER, TEXAS, AMENDING SECTION 12.08.002, "DEFINITIONS," OF ARTICLE 12.08, "TRUCK ROUTES," OF CHAPTER 12, "TRAFFIC," OF THE CODE OF ORDINANCES OF THE TOWN OF PROSPER BY AMENDING THE DEFINITION OF COMMERCIAL MOTOR VEHICLE; REPEALING SECTION 12.08.003, "UNLAWFUL ACTS/EXEMPTIONS," OF ARTICLE 12.08, "TRUCK ROUTES," OF CHAPTER 12, "TRAFFIC," OF THE CODE OF ORDINANCES OF THE TOWN OF PROSPER AND REPLACING IT WITH A NEW SECTION 12.08.003, "APPROVED AND PROHIBITED TRUCK ROUTES; EXEMPTIONS"; MAKING FINDINGS; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.**

**WHEREAS**, the Town of Prosper, Texas ("Town"), is a home-rule municipal corporation duly organized under the laws of the State of Texas; and

**WHEREAS**, the Town previously has expressed serious concerns about the safety of its residents and the traveling public due to the truck and other commercial vehicle traffic on certain street segments within the Town, and wishes to provide additional safety for its residents and the traveling public; and

**WHEREAS**, there have arisen questions relative to the loading and unloading of goods in the Town by commercial motor vehicles and said commercial motor vehicles' use of the shortest reasonable route to a truck route, and it is the intent of this Ordinance to provide clarification of the provisions in Section 12.08.003 of the Town's Code of Ordinances as a consequence; and

**WHEREAS**, the Town Council strongly believes that the following regulations relative to commercial motor vehicle traffic will enhance public safety, limit noise and associated concerns, and be in the best interests of the residents of the Town as well as the traveling public, and hereby so declares.

**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**

Existing Section 12.08.002, "Definitions," of Article 12.08, "Truck Routes," of Chapter 12, "Traffic," of the Code of Ordinances of the Town of Prosper, Texas, is hereby amended to read as follows:

**“Sec. 12.08.002 Definitions**

\* \* \*

*Commercial Motor Vehicle.* Any motor vehicle having a weight of more than 26,000 pound gross vehicle weight rating (GVWR), including the load carried, also including but not limited to, any vehicle carrying hazardous materials or solid waste. Commercial Motor Vehicles shall not include vehicles carrying or designated to carry passengers, all governmentally owned or leased vehicles, public utility vehicles, motor homes, recreational vehicles or vehicles used exclusively to transport personal possessions or family members for nonbusiness purposes.

\* \* \*

**SECTION 3**

Existing Section 12.08.003, “Unlawful Acts/Exemptions,” of Article 12.08, “Truck Routes,” of Chapter 12, “Traffic,” of the Code of Ordinances of the Town of Prosper, Texas, is hereby repealed in its entirety and replaced with a new Section 12.08.003 to read as follows:

**“Sec. 12.08.003 Approved and Prohibited Truck Routes/Exemptions**

(a) For purposes of this article, it shall be lawful to operate a commercial motor vehicle on any of the following roads or streets located in the Town, and the following roads or streets are hereby designated truck routes:

<b>Street Segments</b>	
<b>Street Name</b>	<b>Limits</b>
Frontier Parkway	Dallas North Tollway to Preston Road (SH 289)
University Drive (US 380)	FM 1385 to Custer Road (FM 2478)
FM 1385	University Drive (US 380) to Parvin Road
Dallas North Tollway	University Drive (US 380) to Frontier Parkway
Preston Road (SH 289)	University Drive (US 380) to Frontier Parkway
Custer Road (FM 2478)	University Drive (US 380) to Frontier Parkway

(b) *Commercial motor vehicle traffic originating outside the Town*

- (1) Any commercial motor vehicle entering the Town for a destination in the Town shall proceed only over a truck route and shall deviate only at the intersection with the Town road or street nearest to the destination. Upon leaving the destination, a commercial motor vehicle shall return to the truck route by the shortest possible route.
- (2) Any commercial motor vehicle entering the Town for multiple destinations in the Town shall proceed only over a truck route and shall deviate only at the intersection of the Town road or street nearest to the first destination. Upon leaving the first destination, a commercial motor vehicle shall proceed to other destinations by the shortest possible route. Upon leaving the last destination, a commercial motor vehicle shall return to the truck route by the shortest possible route.

- (c) *Commercial motor vehicle traffic originating inside the Town*
- (1) Any commercial motor vehicle, on a trip originating in the Town, and traveling in the Town for a destination outside the Town, shall proceed:
    - (A) only over a truck route, if the business enterprise that operates or otherwise utilizes the commercial motor vehicle is located on or adjacent to a truck route; or
    - (B) if the business enterprise that operates or otherwise utilizes the commercial motor vehicle is not located on or adjacent to a truck route, then by the shortest possible route over Town roads or streets, to a truck route to exit the Town.
  - (2) Any commercial motor vehicle on a trip originating in the Town, and traveling in the Town for any destination in the Town, shall proceed:
    - (A) only over a truck route, if the business enterprise that operates or otherwise utilizes the commercial motor vehicle is located on or adjacent to a truck route; or
    - (B) if the business enterprise that operates or otherwise utilizes the commercial motor vehicle is not located on or adjacent to a truck route, then by the shortest possible route over Town roads or streets, to a truck route and shall deviate only at the intersection with the Town road or street nearest to the destination.
- (d) For purposes of subsections (b) and (c), the operator of a commercial motor vehicle shall have in his immediate possession evidence of the local destination(s) and point of origin.
- (e) The provisions of this section shall not apply to:
- (1) Emergency vehicles operating in response to any emergency call;
  - (2) An owner and/or operator of a commercial motor vehicle driving to and from his residence;
  - (3) Commercial motor vehicles owned and/or operated by and/or on behalf of a governmental entity, a public utility and/or any contractor or materialman, while engaged in the repair, maintenance or construction of roads, streets and/or highways, and/or road, street and/or highway improvements and/or utilities within the Town;
  - (4) Commercial motor vehicles owned and/or operated by and/or on behalf of a governmental entity while engaging in and/or performing official, authorized government-related business; and
  - (5) Commercial motor vehicles operating upon a Town or state officially designated detour, including permitted oversized loads.

(f) It shall be unlawful to operate a commercial motor vehicle on the following roads or streets located in the Town:

<b>Street Segments</b>	
<b>Street Name</b>	<b>Limits</b>
Prosper Trail	Teel Parkway to Custer Road (FM 2478)
First Street	Gee Road to Custer Road (FM 2478)
Prairie Drive	Teel Parkway to Mahard Parkway
Gee Road	University Drive (US 380) to FM 1385
Windsong Parkway	University Drive (US 380) to First Street
Teel Parkway	University Drive (US 380) to Parvin Road
Legacy Drive	University Drive (US 380) to Frontier Parkway
Coleman Street	Lovers Lane to Preston Road (SH 289)
Lovers Lane	Richland Boulevard to Coleman Street
La Cima Boulevard	University Drive (US 380) to First Street

**SECTION 4**

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

**SECTION 5**

If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason, held to be unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The Town of Prosper hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional.

**SECTION 6**

Any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished by fine not to exceed the sum of five hundred dollars (\$500.00) for each offense.

**SECTION 7**

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

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 28TH DAY OF NOVEMBER, 2023.**

**APPROVED:**

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

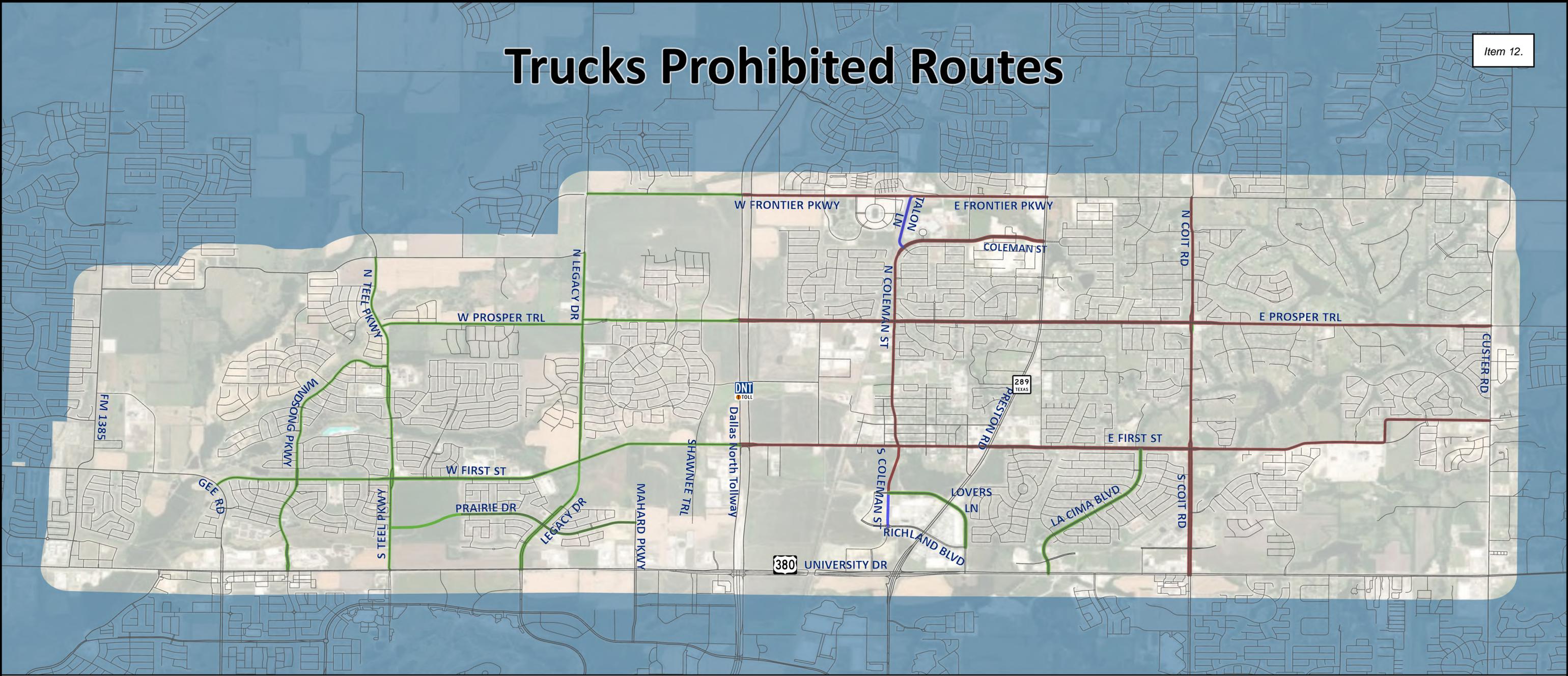
**ATTEST:**

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

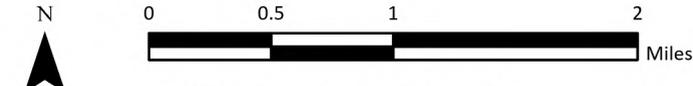
**APPROVED AS TO FORM AND LEGALITY:**

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

# Trucks Prohibited Routes



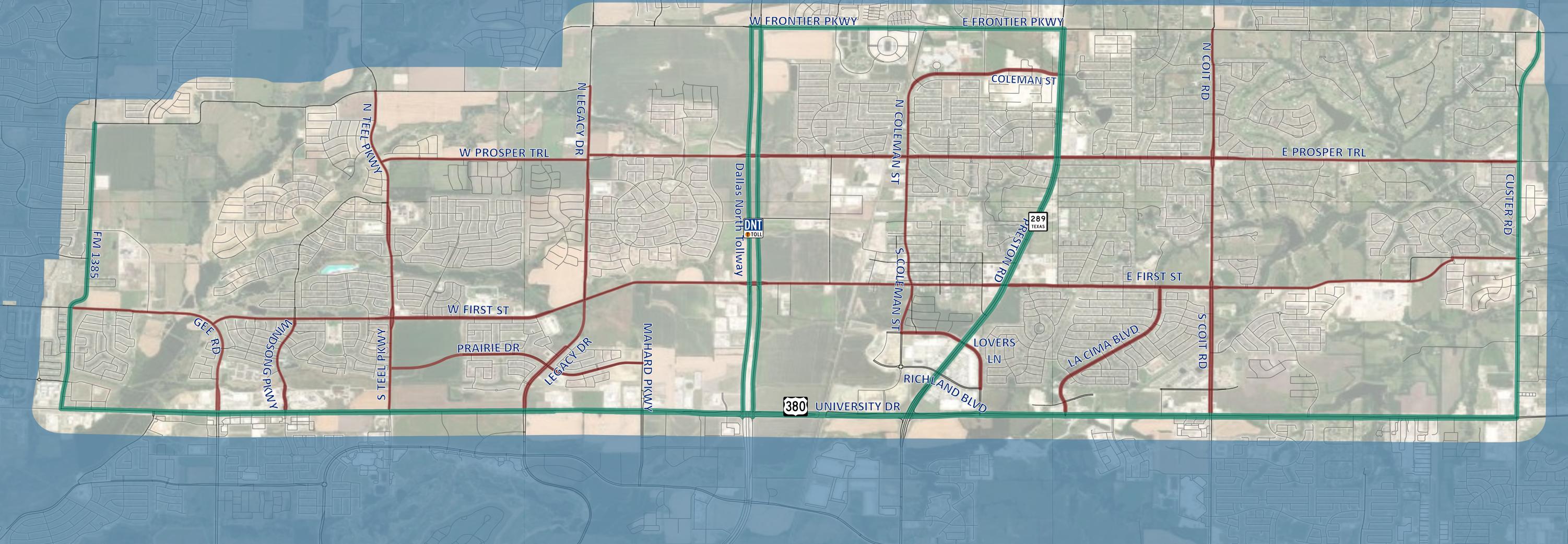
- No Truck Route - Existing
- No Truck Route - Proposed Add
- No Truck Route - Proposed Remove



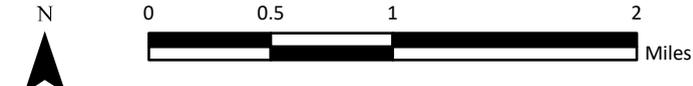
Source: Data and GIS  
October 2023

DISCLAIMER: Any reliance on this map or information is AT YOUR OWN RISK. Prosper assumes no liability for any errors, omissions, or inaccuracies in the map or information regardless of the source of such maps or information or any decision made, action taken, or action not taken in reliance upon any maps or information provided herein. Prosper makes no warranty, representation, or guarantee of any kind regarding the accuracy, completeness, or timeliness of the information provided herein or the sources of such maps or information and REPRESENTATIONS AND WARRANTIES, EXPRESSED AND IMPLIED, including the implied warranties of merchantability and fitness for a particular purpose.

# Updated Trucks Prohibited Routes



- No Truck Route
- Truck Route



Source: Data and GIS  
November 2023

DISCLAIMER: Any reliance on this map or information is AT YOUR OWN RISK. Prosper assumes no liability for any errors, omissions, or inaccuracies in the map or information regardless of the cause of such or for any decision made, action taken, or action not taken in reliance upon any maps or information provided herein. Prosper makes no warranty, representation, or guarantee of any kind regarding the accuracy, completeness, or timeliness of the information provided herein or the sources of such maps or information and makes no representations or warranties, expressed and implied, including the implied warranties of merchantability and fitness for a particular purpose.



## 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: Development Agreement – Safety Way  
(Blue Star Allen Land)**

**Town Council Meeting – November 28, 2023**

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

**Agenda Item:**

Consider and act upon authorizing the Town Manager to execute a Development Agreement between Blue Star Allen Land L.P., 701/709 Stadium Drive LLC, and the Town of Prosper, Texas, related to the construction of Safety Way.

**Description of Agenda Item:**

On July 19, 2022, the Town Council approved the attached Memorandum of Understanding (MOU) with Blue Star Allen Land L.P., which requested the extension of Safety Way as a public street from Cook Lane to the east adjacent to the existing Public Works facility be allowed with the following considerations:

- Town to dedicate a portion of Town-owned property for the southern portion of Safety Way
- Town to participate in funding 50% of the construction cost for the extension of Safety Way
- Blue Star to work with the Town on locating a regional retention pond that would be partially located on property owned by Blue Star south of the future joint Parks and Public Works facility and north of future Fifth Street

Since the MOU is a non-binding agreement that only outlines the general understanding of the parties, the attached Development Agreement provides the necessary required written agreement to formalize the terms in the MOU. In addition to the terms outlined in the MOU above, the proposed Development Agreement includes the following considerations:

- Blue Star to dedicate, at no cost to the Town, the ROW for Fifth Street from BNSF Railroad to Cook Lane
- If Blue Star elects to construct Fifth Street from the BNSF Railroad to Cook Lane as part of the development that of the property that encompasses Fifth Street, then the Town and Blue Star will enter into a Development Agreement for cost participation
- If Town desires to construct Fifth Street prior to Blue Star's development of the property that encompasses Fifth Street, the construction costs will be at the Town's sole expense

**Budget Impact:**

The estimated total construction cost for the extension of Safety Way is \$1,250,000. Per the Development Agreement, the Town will fund fifty percent (50%) of the construction costs. There is \$800,000 allocated in Account No. 750-6610-10-00-2303-ST for the Safety Way (Cook – Technology) project.

**Legal Obligations and Review:**

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

**Attached Documents:**

1. Memorandum of Understanding
2. Development Agreement

**Town Staff Recommendation:**

Town staff recommends that the Town Council authorize the Town Manager to execute a Development Agreement between Blue Star Allen Land L.P., 701/709 Stadium Drive LLC, and the Town of Prosper, Texas, related to the construction of Safety Way.

**Proposed Motion:**

I move to authorize the Town Manager to execute a Development Agreement between Blue Star Allen Land L.P., 701/709 Stadium Drive LLC, and the Town of Prosper, Texas, related to the construction of Safety Way.

## MEMORANDUM OF UNDERSTANDING

**THIS MEMORANDUM OF UNDERSTANDING** (“MOU”) is made and entered into by and between the Town of Prosper, Texas (“Town”), and Blue Star Allen Land L.P. (“Blue Star”), a Texas limited partnership, relative to the construction of Safety Way, and related public improvements, in the Town:

1. Blue Star has requested that Safety Way be allowed to be extended east of Cook Lane with the Prosper Business Park development. The Town and Blue Star acknowledge that the southern portion of the extension of Safety Way east of Cook Lane will encroach onto Town property, which property is currently planned for a joint Parks and Public Works Facility to be constructed by the Town.

2. As a consequence of the foregoing project, Blue Star has requested that the Town dedicate a portion of Town-owned property for the southern portion of the extension of Safety Way east of Cook Lane. Additionally, Blue Star has requested that the Town participate by funding 50% of the construction cost for this portion of Safety Way.

3. The Town is agreeable to the dedication of said right-of-way, with the exact amount of land to be dedicated to be determined at a later date, which will allow the construction of Safety Way. In addition, the Town agrees to provide the funding of 50% of the cost of this portion of Safety Way. In exchange for the Town dedicating the foregoing property as public right-of-way and contributing 50% of its construction cost, Blue Star will:

A. Coordinate with the Town to locate a regional retention pond, a portion of which shall be located on property owned by Blue Star south of the joint Parks and Public Works Facility property owned by the Town, and north of future Fifth Street.

B. The retention pond referenced herein shall be appropriately sized to accommodate the associated downtown drainage area upstream of the BNSF Railroad, the joint Parks and Public Works Facility property, and such evaluation shall include detention for the adjacent properties owned by Blue Star. The design and construction of said retention pond shall be at no cost to Blue Star.

3. This MOU is a non-binding agreement that sets forth the general understanding of the parties. No binding agreement will exist until a written agreement relative to the foregoing terms is fully executed between the Parties.

4. The Mayor is duly authorized by the Town Council to execute this MOU on behalf of the Town.

**THIS MOU IS EFFECTIVE AS OF THE LAST DATE OF EXECUTION BY THE PARTIES, AS LISTED BELOW.**

**APPROVED:**

**TOWN OF PROSPER, TEXAS**

David F. Bristol  
David F. Bristol, Mayor

7/19/22  
Date

**APPROVED:**

**BLUE STAR ALLEN LAND L.P.,  
a Texas limited partnership**

By: Blue Star Investments, Inc.,  
its general partner

By: George Mitchell  
Name: George Mitchell  
Title: Assistant Treasurer  
Date: July 15, 2022

## DEVELOPMENT AGREEMENT

**THIS DEVELOPMENT AGREEMENT** ("Agreement") is entered into by and between the Town of Prosper, Texas ("Town"), and Blue Star Allen Land L.P. and 701/709 Stadium Drive LLC ("Blue Star"), with the Town and Blue Star collectively referred to as "Parties," to be effective on the date last executed by any of the Parties (the "Effective Date").

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

**WHEREAS**, Blue Star has requested that Safety Way, a public street in the Town, be allowed to be extended east of Cook Lane with the Prosper Business Park development; and

**WHEREAS**, the Town and Blue Star acknowledge that the southern portion of the extension of Safety Way east of Cook Lane will encroach onto Town property, which property is currently planned for a Town joint Parks and Public Works Facility to be constructed by the Town; and

**WHEREAS**, as a consequence of the foregoing project, Blue Star has requested that the Town dedicate a portion of Town-owned property for the southern portion of the extension of Safety Way east of Cook Lane; and

**WHEREAS**, the Town is agreeable to the dedication of said right-of-way, which will allow the construction of Safety Way and in exchange for the Town dedicating the foregoing property as public right-of-way, Blue Star has agreed to certain conditions, more particularly defined herein.

**NOW, THEREFORE**, in consideration of the foregoing premises, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Parties to this Agreement agree as follows:

**1. Dedication of Town-Owned Property to Blue Star for the Extension of Safety Way; Construction Costs.**

(a) Upon the Effective Date of this Agreement by the Parties, the Town shall dedicate a portion of Town-owned property ("Property") for the southern portion of the extension of Safety Way east of Cook Lane, as more particularly described and depicted in Exhibit A, attached hereto.

(b) The Town further agrees to fund fifty percent (50%) of the construction costs associated with the construction of said portion of Safety Way described herein. For purposes of this Agreement, "construction costs" as used herein shall mean the actual construction costs, including design costs, construction costs, engineering costs, surveying costs and geotechnical materials testing associated with the construction of

said portion of Safety Way. The estimated construction costs are currently estimated to be One Million Two Hundred Fifty Thousand and 00/100 (\$1,250,000). Blue Star shall bid the construction costs of the extension of Safety Way and related improvements with three (3) qualified contractors and shall provide copies of the bids received for such items to the Town within five (5) business days of Blue Star's receipt of same. Blue Star shall provide to the Town the bids and the proposed contract(s) prices that Blue Star wishes to accept for the construction of the extension of Safety Way and any related improvements. Upon Town acceptance of the extension of Safety Way, the Town shall pay Blue Star its share of approved construction costs.

**2. Blue Star's Obligations to the Town.**

(a) With the development of Blue Star's property south of the Town's joint Parks and Public Works Facility, Blue Star shall dedicate at no cost to the Town the right-of-way for the extension of Fifth Street, estimated at 60 feet wide, from BNSF Railroad to Cook Lane as more particularly described and depicted in Exhibit B, attached hereto. Blue Star shall have no obligation to construct the extension of Fifth Street with its development unless the extension of Fifth Street is essential and/or beneficial to its development. At such time, the Town and Blue Star shall enter into a Development Agreement for cost participation for the extension of Fifth Street. If the Town desires to construct Fifth Street, at its sole expense, from the BNSF Railroad to Cook Lane prior to Blue Star's development of the property encompassing the Fifth Street proposed right-of-way, Blue Star shall dedicate at no cost to the Town the extension of Fifth Street right-of-way from the BNSF Railroad to Cook Lane, within thirty (30) days of request by the Town.

(b) Additionally, Blue Star shall work with the Town to finalize and agree to the location of a regional retention pond that is partially on the property owned by Blue Star south of the joint Parks and Public Works Facility property owned by the Town, and north of future Fifth Street as more particularly described and depicted in Exhibit C. The Parties agree and acknowledge that the retention pond referenced herein shall be appropriately sized to accommodate the associated downtown drainage area upstream of the BNSF Railroad, the Town's joint Parks and Public Works Facility property, and such evaluation shall include detention for the adjacent properties owned by Blue Star. Upon final agreement of the Parties to the location of the retention pond, Blue Star shall dedicate at no cost to the Town, the portion of property owned by Blue Star relative to the retention pond. The Town shall be responsible for the design and construction of the retention pond to accommodate the included detention for the adjacent properties owned by Blue Star in exchange for the dedication of the property required for the retention pond.

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

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

5. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Collin County, Texas. Exclusive venue for any action arising under this Agreement shall lie in Collin County, Texas.

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

If to the Town:

250 W. First Street  
P.O. Box 307  
Prosper, Texas 75078  
Attention: Town Manager

If to Blue Star:

Blue Star Allen Land L.P.  
One Cowboys Way, Suite 100  
Frisco, Texas 75034  
Attention: Legal Department

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

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

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

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

11. **Authority to Execute.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The Town warrants and represents that the individual executing this Agreement on behalf of the Town has full authority to execute this Agreement and bind the Town to the same. Blue Star warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind Blue Star to the same. The Town Council hereby authorizes the Mayor of the Town to execute this Agreement on behalf of the Town.

12. **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.

13. **Notification of Sale or Transfer; Assignment of Agreement.** Blue Star has the right (from time to time without the consent of the Town, but upon written notice to the Town) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest it has under this Agreement, to any person or entity (an "Assignee") that is or will become an Owner of any portion of the Property or that is an entity that is controlled by or under common control with said Owner. Each assignment shall be in writing executed by Blue Star and the Assignee and shall obligate the Assignee to be bound by this Agreement. A copy of each assignment shall be provided to the Town within ten (10) business days after execution. Provided that the successor owner assumes the liabilities, responsibilities, and obligations of the assignor under this Agreement, the assigning party will be released from any rights and obligations under this Agreement as to the Property (and associated obligations under this Agreement) that is the subject of such assignment, effective upon receipt of the assignment by the Town. No assignment by Blue Star shall release Blue Star from any liability that resulted from an act or omission by Blue Star that occurred prior to the effective date of the assignment. Blue Star shall maintain true and correct copies of all assignments made by Blue Star to any Assignee, including a copy of each executed assignment and the Assignee's Notice information.

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

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

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

**17. Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile or pdf signature will also be deemed to constitute an original.

**18. Time.** Time is of the essence in the performance by the Parties of their respective obligations under this Agreement.

**19. Third Party Beneficiaries.** Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third-party beneficiaries by entering into this Agreement.

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

**21. Miscellaneous Drafting Provisions.** This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply.

**(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)**

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

TOWN:

THE TOWN OF PROSPER, TEXAS

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

STATE OF TEXAS     )  
                                  )  
COUNTY OF COLLIN    )

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2023, by Mario Canizares, Town Manager of the Town of Prosper, Texas, on behalf of the Town of Prosper, Texas.

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

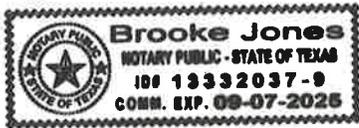
BLUE STAR ALLEN LAND L.P., a Texas limited partnership:

By: Blue Star Investments, Inc.,  
Its general partner

By: [Signature]  
Name: Thomas L Walker  
Title: CFO / Treasurer

STATE OF TEXAS       )  
                                  )  
COUNTY OF COLLIN    )

This instrument was acknowledged before me on the 3 day of November, 2023, by Thomas L Walker, in his capacity as CFO / Treasurer of Blue Star Investments, Inc., a Texas corporation, known to be the person whose name is subscribed to the foregoing instrument, and that he executed the same on behalf of and as the act of Blue Star Investments, Inc.



[Signature]  
Notary Public, State of Texas  
My Commission Expires: 9-7-25

701/709 STADIUM DRIVE LLC, a Texas limited liability company:

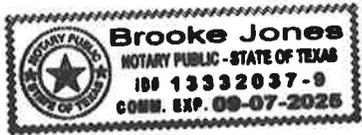
By: Blue Star Investments, Inc.,  
Its general partner

By: [Signature]  
Name: Thomas L Walker  
Title: CFO/Treasurer

STATE OF TEXAS )  
                                  )  
COUNTY OF COLLIN )

This instrument was acknowledged before me on the 3 day of November, 2023, by Thomas L Walker, in his capacity as CFO/Treasurer of Blue Star Investments, Inc., a Texas corporation, known to be the person whose name is subscribed to the foregoing instrument, and that he executed the same on behalf of and as the act of Blue Star Investments, Inc.

[Signature: Brooke Jones]  
Notary Public, State of Texas  
My Commission Expires: 9-7-25



**EXHIBIT A**  
**(Property Description—Town Property Dedicated to Blue Star)**

NEXT 2 PAGES

### RIGHT-OF-WAY DEDICATION

Collin County School Land Survey, Section No. 12, Abstract No. 147  
Town of Prosper, Collin County, Texas

#### LEGAL DESCRIPTION

Being a 0.0074 acre tract of land out of the Collin County School Land Survey, Section No. 12, Abstract No. 147, situated in the Town of Prosper, Collin County, Texas, being a portion of a called 16.38 acre tract of land conveyed to Town of Prosper, Texas by deed of record in Document Number 20190204000116920 of the Official Public Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

**BEGINNING** at a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set in the North line of said 16.38 acre tract, being the Southwest corner of Lot 9, Block B of Prosper Business Park, a subdivision of record in Volume 2022, Page 705 of the Plat Records of Collin County, Texas, and being the Southeast corner a called 30-foot right-of-way dedication for Cook Lane of record in Volume 2017, Page 715 of said Plat Records, from which a 3/4 inch iron rod found at the Northwest corner of said 16.38 acre tract, being the Southwest corner of said right-of-way dedication of record in Volume 2017, Page 715, also being the Southeast corner of a called 30-foot right-of-way dedication of record in Document Number 20060126000108620 of said Official Public Records, and being the Northeast corner of a right-of-way dedication of record in Volume 2020, Page 577 of said Plat Records, bears S89°56'51"W, a distance of 30.03 feet;

**THENCE**, N89°56'51"E, along the South line of said Lot 9 and the common North line of said 16.38 acre tract, a distance of 25.29 feet to a point from which a 1/2 inch iron rod with plastic cap stamped "GRAHAM ASSOC" found at the Northeast corner of said 16.38 acre tract bears N89°56'51"E, a distance of 1,218.58 feet;

**THENCE**, leaving the South line of said Lot 9, over and across said 16.38 acre tract, the following two (2) courses and distances:

1. S44°48'53"W, a distance of 36.03 feet;
2. N00°13'56"E, a distance of 25.54 feet to the **POINT OF BEGINNING**, containing an area of 0.0074 acres (323 square feet) of land, more or less.

Bearings are based on GPS observations utilizing the AllTerra RTK Network, North American Datum of 1983 (Adjustment Realization 2011).

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a Registered Professional Land Surveyor under the laws of the State of Texas.

PAGE 1 OF 2



**EAGLE SURVEYING, LLC**  
 222 S. ELM STREET  
 SUITE: 200  
 DENTON, TX 76201  
 (940) 222-3009  
 TX FIRM # 10194177

JOB NUMBER	DRAWN BY	DATE
1809.012-18	CMW	10-18-2023

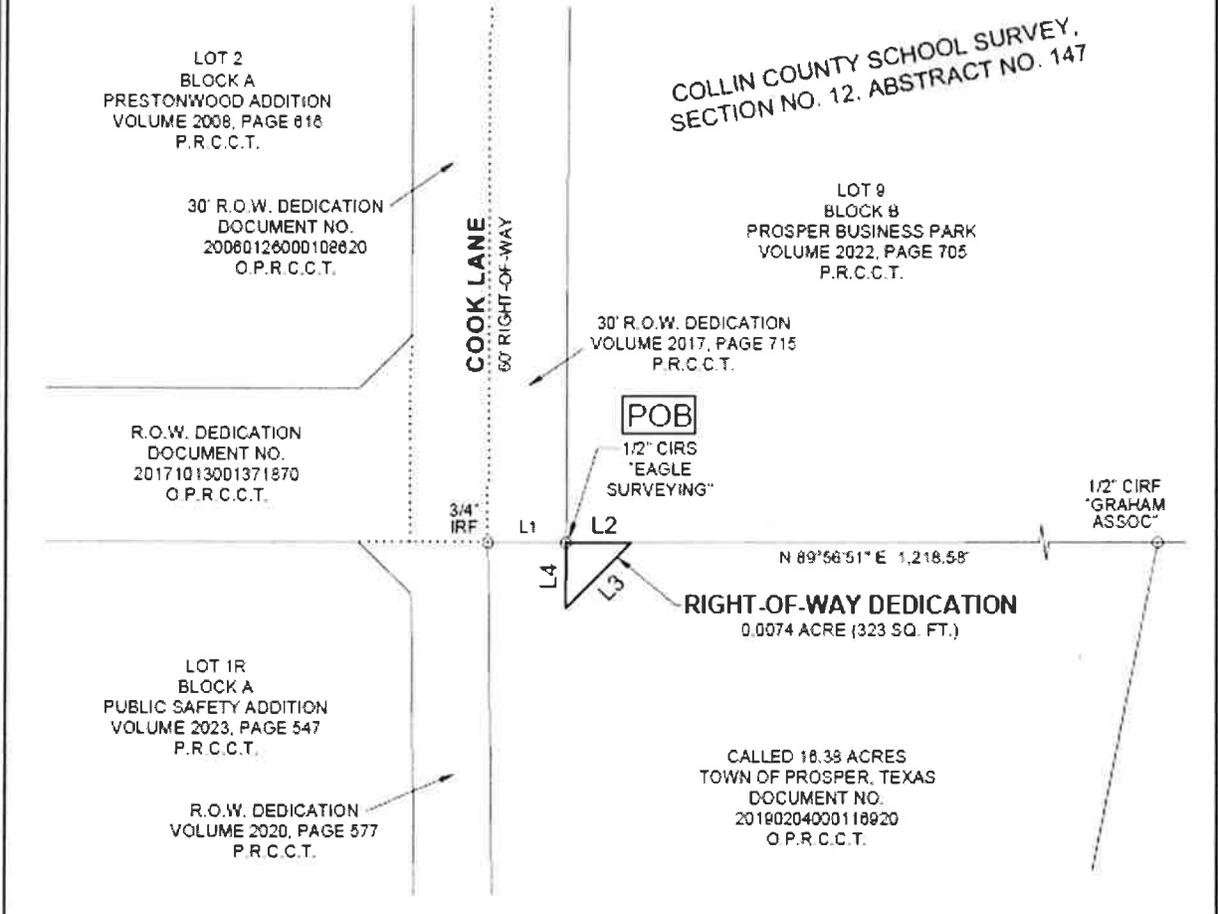
  
 Caleb McCanlies  
 R.P.L.S. # 7036



10-18-2023  
 Date

### RIGHT-OF-WAY DEDICATION

Collin County School Land Survey, Section No. 12, Abstract No. 147  
Town of Prosper, Collin County, Texas



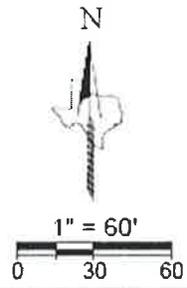
NOTE: Bearings are based on GPS observations utilizing the AllTerra RTK Network, North American Datum of 1983 (Adjustment Realization 2011).

PAGE 2 OF 2

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 89°56'51" W	30.03'
L2	N 89°56'51" E	25.28'
L3	S 44°48'53" W	36.03'
L4	N 00°13'58" E	25.54'

**EAGLE SURVEYING, LLC**  
222 S. ELM STREET  
SUITE: 200  
DENTON, TX 76201  
(940) 222-3009  
TX FIRM # 10194177

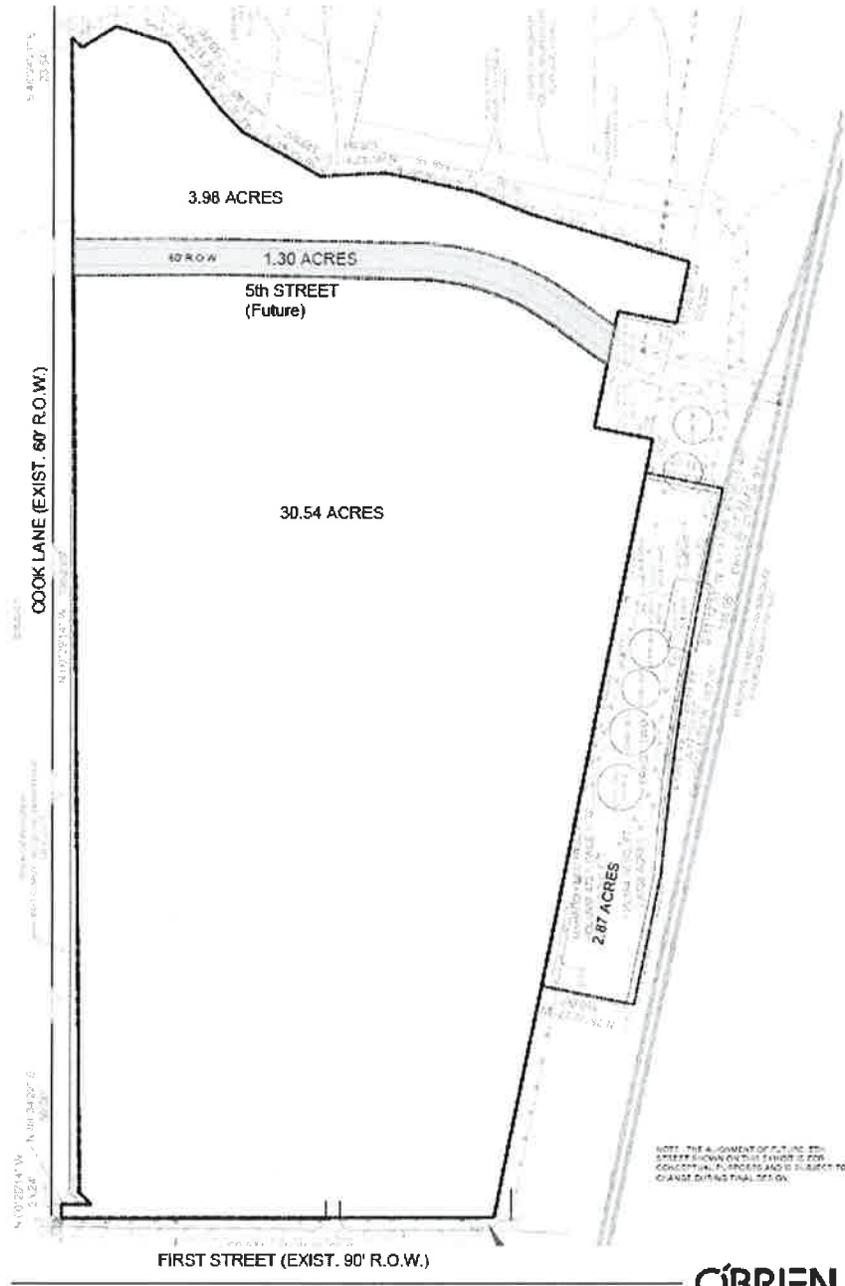
JOB NUMBER	DRAWN BY	DATE
1809.012-18	CMW	10-18-2023



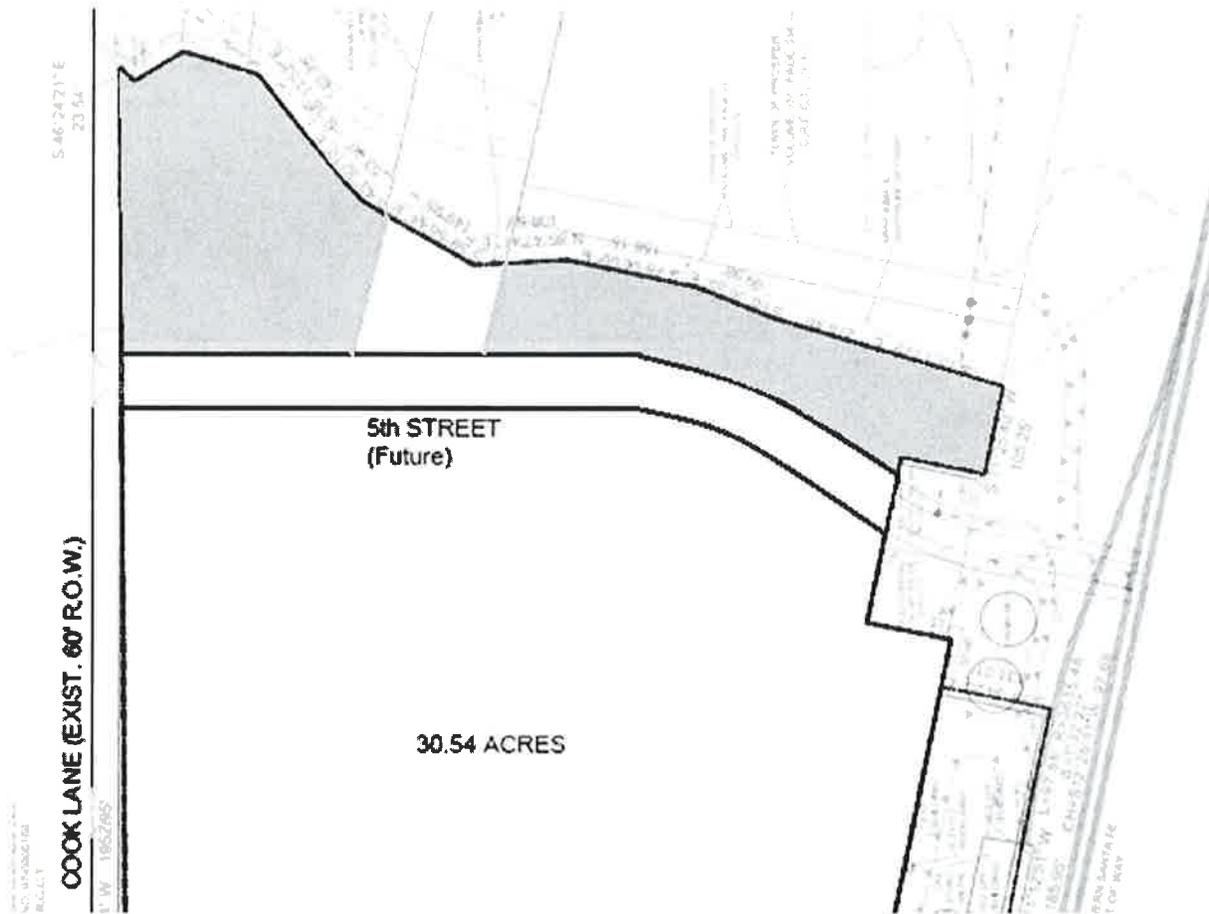
LEGEND	
○	BOUNDARY MONUMENTATION
SQ. FT.	SQUARE FEET
R.O.W.	RIGHT-OF-WAY
IRF	IRON ROD FOUND
CIRF	CAPPED IRON ROD FOUND
CIRS	CAPPED IRON ROD SET
POB	POINT OF BEGINNING
P.R.C.C.T.	PLAT RECORDS, COLLIN COUNTY, TEXAS
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS

### EXHIBIT B

(General Depiction of Blue Star Property to be Dedicated to the Town)



**EXHIBIT C**  
**(General Depiction of Regional Retention Pond)**





## PLANNING

**To: Mayor and Town Council**

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

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

**Re: Specific Use Permit Ordinance for Drive-Thru Restaurant**

**Town Council Meeting – November 28, 2023**

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

**Agenda Item:**

Consider and act upon an ordinance to rezone for a Specific Use Permit (SUP) for a Drive-Thru Restaurant, on 1.5± acres, located south of West Frontier Parkway and east of North Dallas Parkway. (ZONE-23-0013)

**Description of Agenda Item:**

On October 24, 2023, the Town Council approved the proposed rezoning request, by a vote of 7-0.

An ordinance has been prepared accordingly. The Development Agreement between the Town of Prosper and DNT Frontier LP, is also on the November 28, 2023, Town Council agenda for consideration.

**Budget Impact:**

There is no budgetary impact affiliated with this item.

**Legal Obligations and Review:**

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

**Attached Documents:**

1. Ordinance
2. Ordinance Exhibits

**Town Staff Recommendation:**

Town Staff recommends approval of an ordinance to rezone for a Specific Use Permit (SUP) for a Drive-Thru Restaurant, on 1.5± acres, located south of West Frontier Parkway and east of North Dallas Parkway.

**Proposed Motion:**

I move to approve/deny an ordinance to rezone for a Specific Use Permit (SUP) for a Drive-Thru Restaurant, on 1.5± acres, located south of West Frontier Parkway and east of North Dallas Parkway.

## TOWN OF PROSPER, TEXAS

ORDINANCE NO. 2023-\_\_

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, AMENDING PROSPER'S ZONING ORDINANCE BY GRANTING A SPECIFIC USE PERMIT (SUP) FOR A DRIVE-THRU RESTAURANT TO BE LOCATED ON A TRACT OF LAND CONSISTING OF 1.5 ACRES, MORE OR LESS, IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 147, IN THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS; DESCRIBING THE TRACT TO BE REZONED; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVING AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.**

**WHEREAS**, the Town of Prosper, Texas ("Prosper") has received a request from Claymoore Engineering, Inc. ("Applicant") for a Specific Use Permit (SUP) for a drive-thru restaurant to be located on a tract of land zoned Planned Development- 69 (PD-69), consisting of 1.5 acres of land, more or less, in the Collin County School Land Survey, Abstract No. 147, in the Town of Prosper, Collin County, Texas, and being more particularly described in Exhibit "A," attached hereto and incorporated herein for all purposes; and

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

**WHEREAS**, all legal notices required to grant a Specific Use Permit (SUP) have been given in the manner and form set forth by law, Public Hearings have been held, and all other requirements of notice and completion of such procedures have been fulfilled; and

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

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

### **SECTION 1**

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

### **SECTION 2**

Specific Use Permit Granted. The Town's Zoning Ordinance is amended as follows: Applicant is granted a Specific Use Permit (SUP) for a drive-thru restaurant, on a tract of land zoned Planned Development-69 (PD-69), consisting of 1.5 acres of land, more or less, in the Collin County School Land Survey, Abstract No. 147, in the Town of Prosper, Collin County, Texas, and being more particularly described in Exhibit "A," attached hereto and incorporated herein for all purposes as if set forth verbatim.

The development plans, standards, and uses for the Property in this Specific Use Permit shall conform to, and comply with 1) the site plan, attached hereto as Exhibit "B," 2) the landscape

plan, attached hereto as Exhibit “C”, and 3) the elevations, attached hereto as Exhibit “D,” which are incorporated herein for all purposes as if set forth verbatim, subject to the following conditions of approval by the Town Council:

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

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

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

### **SECTION 3**

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

### **SECTION 4**

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

### **SECTION 5**

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

### **SECTION 6**

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

**SECTION 7**

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

**SECTION 8**

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

**DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 28TH DAY OF NOVEMBER, 2023.**

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

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

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



**FRONTIER RETAIL CENTER**  
**BEING PART OF 70.91 ACRES OF LAND**  
**OUT OF COLLIN COUNTY SCHOOL LAND**  
**SURVEY, ABSTRACT NO. 147**  
**PROSPER, TEXAS**

NO.	DATE	REVISION	BY

**SITE PLAN**

DESIGN:	MAM
DRAWN:	DC
CHECKED:	MAM
DATE:	8/29/2023
SHEET	
<b>EXH-B</b>	
CASE NO.	Page 117

**LEGEND**

	STANDARD DUTY CONCRETE PAVEMENT
	HEAVY DUTY CONCRETE PAVEMENT
	DUMPSTER AREA CONCRETE PAVEMENT
	SIDEWALK CONCRETE PAVEMENT
	PROPOSED CONCRETE CURB AND GUTTER
	PARKING COUNT
	FULL-DEPTH SAWCUT
	PROPOSED FIRE LANE STRIPPING

**NOTES:**

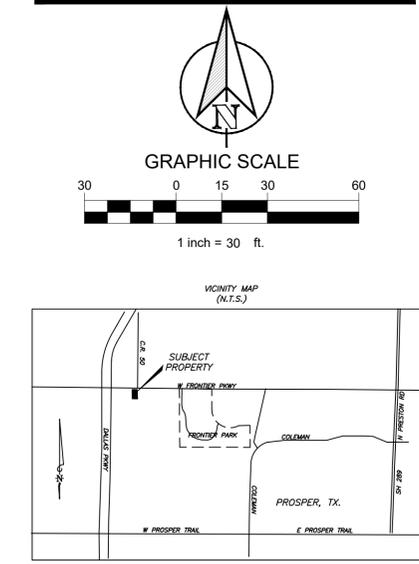
- ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
- REFER TO ARCHITECTURAL PLANS FOR BUILDING DIMENSIONS AND EXACT DOOR LOCATIONS.

**FLOODPLAIN NOTE**

ACCORDING TO MAP NO. 48085C0115J, DATED 06/02/2009 OF THE NATIONAL FLOOD INSURANCE PROGRAM MAP, FLOOD INSURANCE RATE MAP OF COLLIN COUNTY, TEXAS, FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, THIS PROPERTY IS WITHIN ZONE "X". (AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN).

**OPEN SPACE NOTE:**

7% OF NET LOT AREA IS REQUIRED TO BE PROVIDED AS OPEN SPACE. THE FOLLOWING SHALL NOT BE INCLUDED: VEHICULAR PAVING, REQUIRED PARKING LOT LANDSCAPE ISLANDS, BUILDING FOOTPRINT, UTILITY YARDS, REQUIRED LANDSCAPE SETBACKS, SIDEWALKS, AND DETENTION PONDS.



**EXHIBIT B**

**OWNER:**  
 DNT FRONTIER, LP  
 4215 W LOVERS LANE, SUITE 250  
 DALLAS, TX 75209  
 PH: 817.201.6982  
 CONTACT NAME: DAVID FOGEL

**APPLICANT/ENGINEER:**  
 CLAYMOORE ENGINEERING, INC.  
 301 S COLEMAN, SUITE 40  
 PROSPER, TX 75078  
 PH: 817.201.6982  
 CONTACT NAME: MATT MOORE

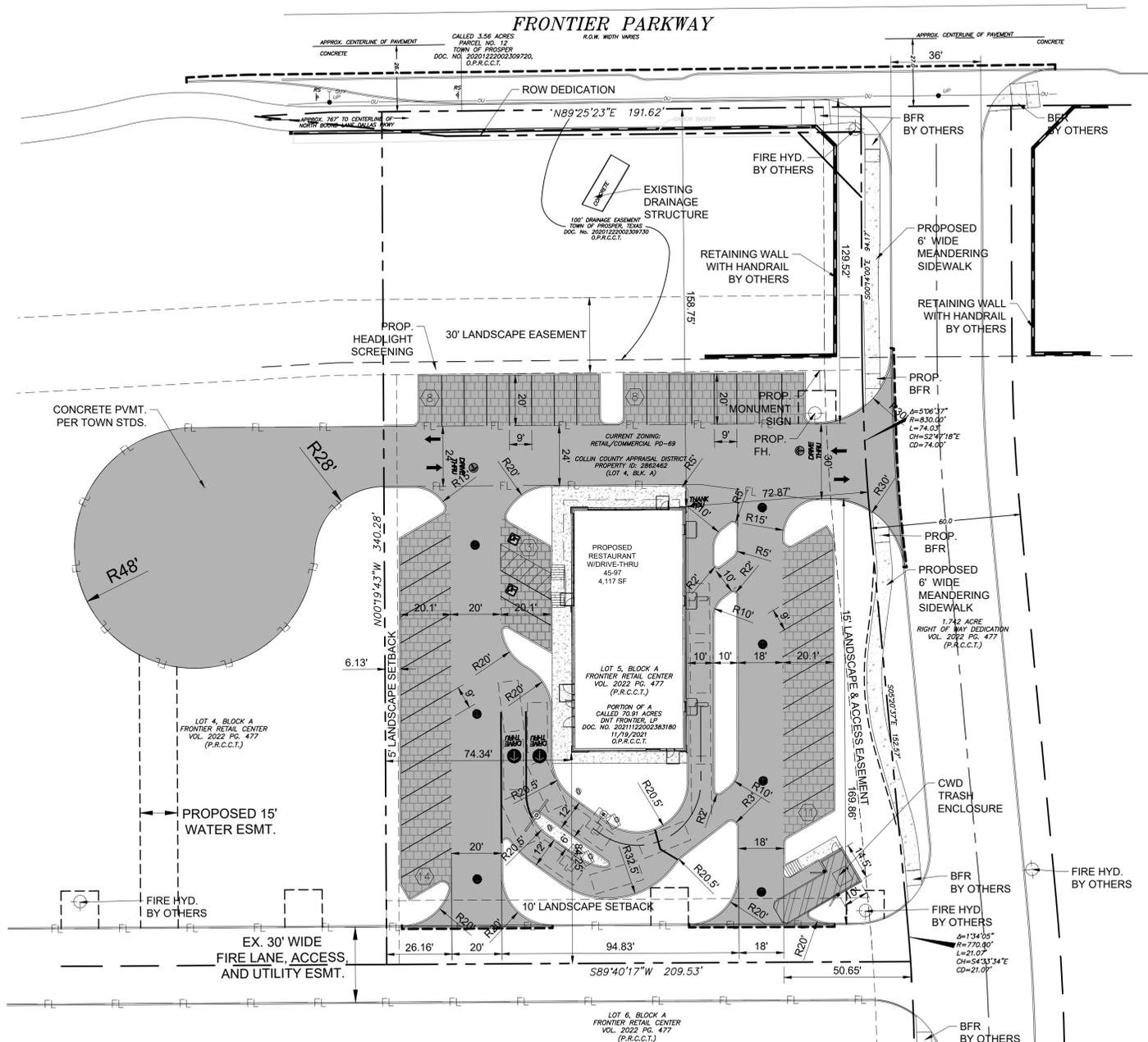
**ARCHITECT:**  
 JAW ARCHITECTS  
 PH: 817.705.3387  
 CONTACT NAME: JERAMY WILLIAMS

**LEGAL DESCRIPTION:**  
 BEING PART OF 70.91 ACRE TRACT OF LAND SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 147, COLLIN COUNTY, TEXAS ZONING: PLANNED DEVELOPMENT-69 (PD-69)

**CITY:** TOWN OF PROSPER  
**STATE:** TEXAS

**COUNTY:** COLLIN  
**SURVEY:** COLLIN COUNTY SCHOOL  
**ABSTRACT NO.:** 147

- PRELIMINARY SITE PLAN NOTES:** REQUIRE TOWN APPROVAL AND WILL REQUIRE ANY REVISION TO THIS PLAN WILL REQUIRE TOWN APPROVAL AND WILL REQUIRE REVISIONS TO ANY CORRESPONDING PLANS TO AVOID CONFLICTS BETWEEN PLANS.
- DUMPSTERS AND TRASH COMPACTORS SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
  - OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
  - OUTDOOR LIGHTING SHALL COMPLY WITH THE LIGHTING AND GLARE STANDARDS CONTAINED WITHIN THE ZONING ORDINANCE AND SUBDIVISION ORDINANCE.
  - LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY TOWN. ALL ELEVATIONS SHALL COMPLY WITH THE STANDARDS CONTAINED WITHIN THE ZONING ORDINANCE.
  - BUILDINGS OF 5,000 SQUARE FEET OR GREATER SHALL BE 100% FIRE SPRINKLED. ALTERNATIVE FIRE PROTECTION MEASURES MAY BE APPROVED BY THE FIRE DEPARTMENT.
  - OCCUPANT NOTIFICATION PER THIS SECTION AND 907.5 SHALL BE REQUIRED FOR ALL NEW CONSTRUCTION, OR EXISTING CONSTRUCTION COMPLYING WITH THE INTERNATIONAL BUILDING CODE, FOR RENOVATIONS TO EXISTING BUILDINGS, TENANT SPACES, CHANGES IN OCCUPANCY, REPLACEMENT OR MODIFICATION OF THE EXISTING FIRE ALARM SYSTEM, OR AS REQUIRED BY THE FIRE CODE OFFICIAL, FOR ALL BUILDINGS OR SPACES PROVIDED WITH AN APPROVED AUTOMATIC SPRINKLER SYSTEM.
  - FIRE LANES SHALL BE DESIGNATED AND CONSTRUCTED PER TOWN STANDARDS OR AS DIRECTED BY THE FIRE DEPARTMENT.
  - TWO POINTS OF ACCESS SHALL BE MAINTAINED FOR THE PROPERTY AT ALL TIMES.
  - SPEED BUMPS/HUMPS ARE NOT PERMITTED WITHIN A FIRE LANE.
  - FIRE LANES SHALL BE PROVIDED WITHIN 150 FEET OF ALL EXTERIOR WALLS OF ANY BUILDING FOR HOSE LAY REQUIREMENTS.
  - THE FIRE LANE SHALL BE A MINIMUM OF 24 FEET WIDE.
  - BUILDINGS MORE THAN 30 FEET HEIGHT ARE REQUIRED TO HAVE A MINIMUM OF 26-FOOT WIDE FIRE LANE IN THE IMMEDIATE VICINITY FOR FIRE FIGHTING OPERATIONS OF THE BUILDING. ONE OF THE 26-FOOT WIDE LANES SHALL BE LOCATED A MINIMUM OF 15 FEET FROM THE BUILDING AND NO MORE THAN 30 FEET.
  - THE INSIDE TURNING RADIUS OF THE 24-FOOT FIRE LANE SHALL BE A MINIMUM OF 30 FEET.
  - THE INSIDE TURNING RADIUS OF THE 26-FOOT FIRE LANE SHALL BE A MINIMUM OF 30 FEET.
  - DEAD-END FIRE LANES ARE ONLY PERMITTED WITH APPROVED HAMMERHEADS.
  - FIRE HYDRANTS SHALL BE PROVIDED AT THE ENTRANCES AND INTERSECTIONS.
  - AS PROPERTIES DEVELOP, FIRE HYDRANTS SHALL BE LOCATED AT ALL INTERSECTING STREETS AND THE MAXIMUM SPACING SHALL BE EVERY 300 FEET FOR ALL DEVELOPMENTS, AND FACILITIES OTHER THAN R3, R3 DEVELOPMENTS SHALL BE EVERY 500 FEET. DISTANCES BETWEEN HYDRANTS SHALL BE MEASURED ALONG THE ROUTE THAT FIRE HOSE IS LAID BY A FIRE APPARATUS FROM HYDRANT-TO-HYDRANT, NOT AS THE "CROW FLIES".
  - FIRE DEPARTMENT CONNECTION (FDC) FOR THE FIRE SPRINKLER SYSTEM SHALL BE LOCATED WITHIN 50 FEET OF A FIRE HYDRANT AND 50 FEET OF A FIRE LANE. 5" STORZ, 30-DEGREE DOWNWARD TURNING WITH LOCKING CAP.
  - FIRE HYDRANTS SHALL BE LOCATED 2 FOOT TO 6 FOOT BACK FROM THE CURB OF FIRE LANE AND SHALL NOT BE LOCATED IN THE BULB OF A CUL-DE-SAC.
  - THERE SHALL BE A MINIMUM OF TWO FIRE HYDRANTS SERVING EACH PROPERTY WITHIN THE PRESCRIBED DISTANCES LISTED ABOVE. A MINIMUM OF ONE FIRE HYDRANT SHALL BE LOCATED ON EACH LOT.
  - A MINIMUM 10-FOOT UNOBSTRUCTED WIDTH SHALL BE PROVIDED AROUND A BUILDING FOR ADEQUATE FIRE DEPARTMENT ACCESS. A CONTINUOUS ROW OF PARKING AND LANDSCAPING SHALL BE CONSIDERED A BARRIER.
  - THE MAXIMUM DEAD END CUL-DE-SAC LENGTH SHALL NOT EXCEED SIX HUNDRED FEET AS MEASURED FROM THE CENTERLINE OF THE INTERSECTION STREET TO THE CENTER POINT OF THE RADIUS.
  - HANDICAPPED PARKING AREAS AND BUILDING ACCESSIBILITY SHALL CONFORM TO THE AMERICANS WITH DISABILITIES ACT (ADA) AND WITH THE REQUIREMENTS OF THE CURRENT, ADOPTED BUILDING CODE.
  - ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL.
  - ALL FENCES AND RETAINING WALLS SHALL BE SHOWN ON THE PRELIMINARY SITE PLAN AND ARE SUBJECT TO BUILDING OFFICIAL APPROVAL.
  - ALL EXTERIOR BUILDING MATERIALS ARE SUBJECT TO BUILDING OFFICIAL APPROVAL AND SHALL CONFORM TO THE APPROVED FACADE PLAN.
  - SIDEWALKS OF NOT LESS THAN SIX (6) FEET IN WIDTH ALONG THOROUGHFARES AND COLLECTORS AND FIVE (5) FEET IN WIDTH ALONG RESIDENTIAL STREETS AND BARRIER-FREE RAMPS AT ALL CURB CROSSINGS SHALL BE PROVIDED PER TOWN STANDARDS.
  - ALL NEW ELECTRICAL LINES SHALL BE INSTALLED AND/OR RELOCATED UNDERGROUND.
  - ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW IN ACCORDANCE WITH THE ZONING ORDINANCE.
  - ALL LANDSCAPE EASEMENTS MUST BE EXCLUSIVE OF ANY OTHER TYPE OF EASEMENT.
  - IMPACT FEES WILL BE ASSESSED IN ACCORDANCE WITH THE LAND USE CLASSIFICATION(S) IDENTIFIED ON THE SITE DATA SUMMARY TABLE; HOWEVER, CHANGES TO THE PROPOSED LAND USE AT THE TIME OF CO AND/OR FINISH-OUT PERMIT MAY RESULT IN ADDITIONAL IMPACT FEES AND/OR PARKING REQUIREMENTS.
  - THE APPROVAL OF A PRELIMINARY SITE PLAN SHALL BE EFFECTIVE FOR A PERIOD OF TWO (2) YEARS FROM THE DATE THAT THE PRELIMINARY SITE PLAN IS APPROVED BY THE PLANNING AND ZONING COMMISSION. AT THE END OF WHICH TIME THE APPLICANT MUST HAVE SUBMITTED AND RECEIVED THE APPROVAL OF A SITE PLAN BY THE PLANNING & ZONING COMMISSION. IF A SITE PLAN IS NOT APPROVED WITHIN SUCH TWO (2) YEAR PERIOD, THE PRELIMINARY SITE PLAN APPROVAL IS NULL AND VOID. IF SITE PLAN APPROVAL IS ONLY FOR A PORTION OF THE PROPERTY, THE APPROVAL OF THE PRELIMINARY SITE PLAN FOR THE REMAINING PROPERTY SHALL BE NULL AND VOID.
  - SITE WILL BE UNAVAILABLE TO DEVELOP UNTIL A GRAVITY TRUNK MAIN HAS BEEN CONSTRUCTED FOR THE BASIN.
  - THE TOWN CURRENTLY CONTRACTS WITH CWD FOR WASTE DISPOSAL SERVICES. THEY MAY BE CONTACTED AT 972-992-9300.

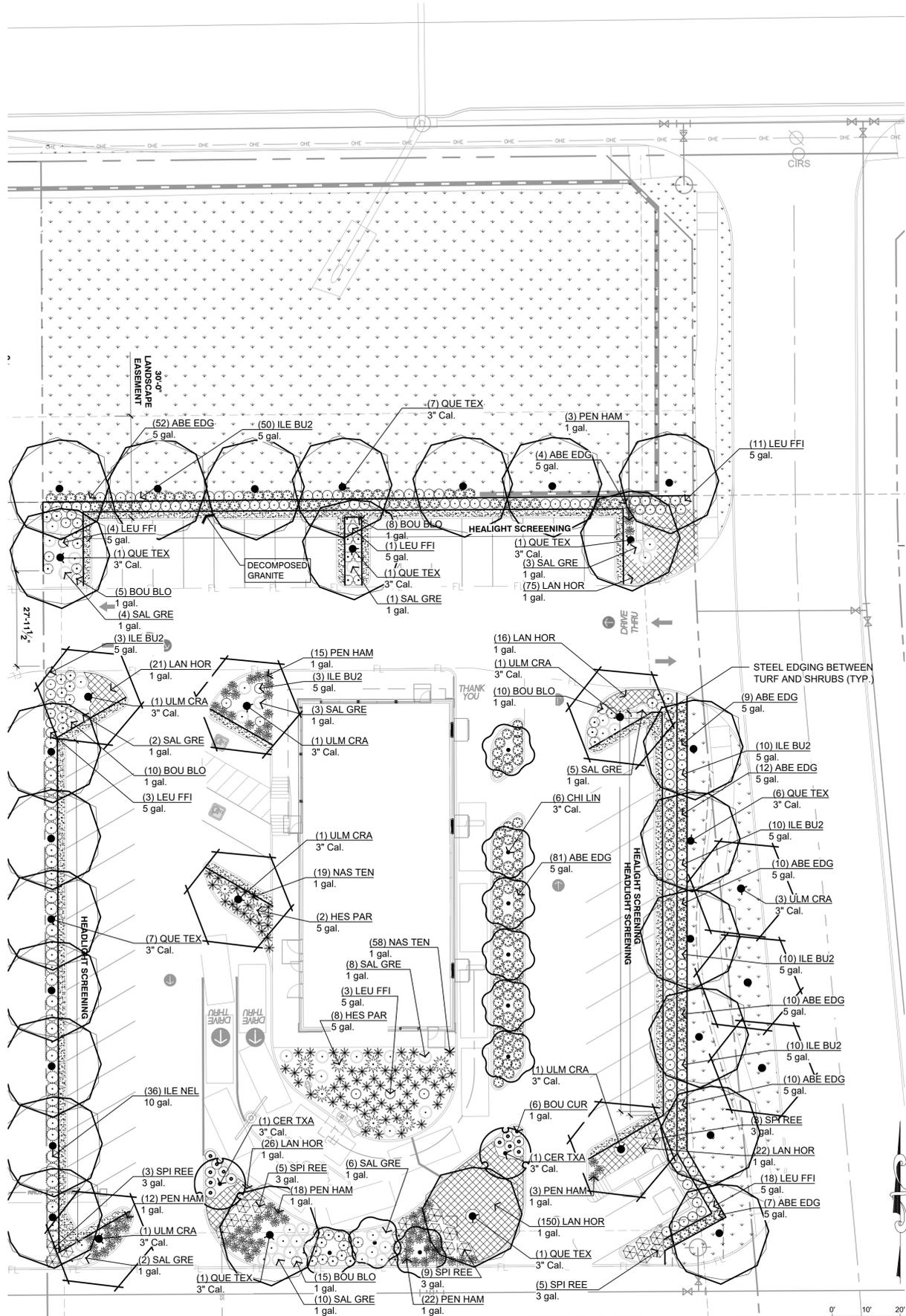


**SITE DATA SUMMARY**

LOT	ZONING	PROPOSED USE	LOT SIZE (ACRES)	LOT SIZE (SQ. FT.)	BUILDING AREA (SQ. FT.)	BLDG HGT. (FT-ST.)	LOT COVERAGE			PARKING				HANDICAP SP.		OPEN SPACE	
							REQ.	PROV.	PROV.	REQ. RATIO	REQ.	PROV.	REQ.	PROV.	REQ. (7% SITE AREA), SQ. FT.	PROV. (SQ. FT.)	
5	PD-69	RESTAURANT W/DRIVE-THRU	1.54	67,174	4,117	18.8' - 1 STORY	50% MAX	6.1%	.0532	1 SPACE / 100 SF (REST)	42	44	2	2	4,702	5,157	

PLOTTED BY: DAN CABALLERO  
 PLOT DATE: 8/29/2023 11:37 AM  
 LOCATION: Z:\PROJECTS\PROJECTS\2022-029 HEB PROSPER\CADD\SHEETS\WCDS\_PSP\_VSP-1 PRELIMINARY SITE PLAN.DWG  
 LAST SAVED: 8/29/2023 1:03 PM

PLOTTED BY: CHRIS DAVIS 8/29/2023 2:13 PM  
 PLOT DATE: 8/29/2023 2:13 PM  
 LOCATION: C:\USERS\LOGIC\EDG\_DROPBOX\EDG -- SHARED\2023\MCDONALDS\MCDONALDS -- PROSPER TX -- FRONTIER RETAIL CTR\PLANTING -- PROSPER MCDONALDS 22X34 2023-07-14.DWG  
 LAST SAVED: 8/29/2023 2:12 PM



Scale 1" = 20'

**PLANT LEGEND**

SYMBOL	BOTANIC NAME	COMMON NAME	MIN. SIZE	SPACING	QUANTITY	REMARKS
<b>TREES</b>						
CER TXA	CERCIS CANADENSIS TEXENSIS	TEXAS REDBUD	3" cal., 8'-10' high	AS SHOWN	2	
CHI LIN	CHILOPSIS LINEARIS	DESERT WILLOW	3" cal., 8'-10' high	AS SHOWN	9	
QUE TEX	QUERCUS TEXANA	TEXAS RED OAK	3" cal., 10'-12' high	AS SHOWN	25	
ULM CRA	ULMUS CRASSIFOLIA	CEDAR ELM	3" cal., 10'-12' high	AS SHOWN	9	
NOTE: ALL TREES SHALL BE CONTAINER-GROWN, CONTAINER SIZE AS APPROPRIATE FOR THE CALIPER SPECIFIED. SEE SPECIFICATIONS FOR PROPER ROOT QUALITY.						
<b>SHRUBS</b>						
ABE EDG	ABELIA X 'EDWARD GOUCHER'	EDWARD GOUCHER ABELIA	#5 cont.	36" O.C.	189	
HES PAR	HESPERALOE PARVIFLORA	RED YUCCA	#5 cont.	60" O.C.	10	
ILE NAN	ILEX CORNUTA 'BURFORDII'	BURFORD HOLLY	#5 cont.	36" O.C.	97	
ILE NEL	ILEX X 'NELLIE R. STEVENS'	NELLIE R. STEVENS HOLLY	#10 cont.	48" O.C.	36	
LEU FFI	LEUCOPHYLLUM FRUTESCENS 'SAN ANTONIO ROSE'	SAN ANTONIO ROSE TEXAS SAGE	#5 cont.	36" O.C.	41	
SPI REE	SPIRAEA CANTONIENSIS	BRIDAL WREATH SPIREA	#3 cont.	48" O.C.	25	
<b>PERENNIALS AND ORNAMENTAL GRASSES</b>						
BOU CLR	BOUTELOUA CURTIPENDULA	SIDE OATS GRAMA	#1 cont.	36" O.C.	13	
BOU GLO	BOUTELOUA GRACILIS 'BONDE AMBITION'	BLONDE AMBITION BLUE GRAMA	#1 cont.	36" O.C.	50	
LAN HOR	LANTANA HORRIDA	TEXAS LANTANA	#1 cont.	24" O.C.	310	
NAS TEN	NASSELLA TENUISSIMA	MEXICAN FEATHER GRASS	#1 cont.	36" O.C.	77	
PEN HAM	PENNISSETUM ALOPECUROIDES 'HAMELN'	HAMELN FOUNTAIN GRASS	#1 cont.	36" O.C.	74	
SAL GRE	SALVIA GREGGII	AUTUMN SAGE	#1 cont.	48" O.C.	45	
<b>TURF AND SEED</b>						
	Cynodon 'TifTuf	Common Bermuda Grass	Sod	---	19,775 SF	
<b>AGGREGATE / STEEL EDGING</b>						
	Decomposed Granite	ASTM C136 - or Equivalent	Aggregate	4" Depth	1,272 SF	
	Steel Edging	ASTM C136 - or Equivalent	Edging		1,272 LF	

**LANDSCAPE CALCULATIONS**

<b>PERIMETER TREES</b>	FRONTIER PARKWAY	FRONTAGE LENGTH:	191 LF
<b>STREET TREES REQUIRED:</b>	7 TREES (1 PER 30 LF OF FRONTAGE) $\frac{191}{30} = 6.37$	7 TREES	
<b>SHRUBS REQUIRED:</b>	96 SHRUBS (15 SHRUBS PER 30 LF OF FRONTAGE) $6.37 \times 15 = 95.55$	102 SHRUBS	
<b>SHRUBS PROVIDED:</b>			
<b>EASTERN STREET BOUNDARY</b>	FRONTAGE LENGTH:	252 LF (MINUS DRIVEWAY LENGTHS)	
<b>STREET TREES REQUIRED:</b>	9 TREES (1 PER 30 LF OF FRONTAGE) $\frac{252}{30} = 8.4$	9 TREES	
<b>SHRUBS REQUIRED:</b>	126 SHRUBS (15 SHRUBS PER 30 LF OF FRONTAGE) $8.4 \times 15 = 126$	126 SHRUBS	
<b>SHRUBS PROVIDED:</b>			
<b>WESTERN PROPERTY BOUNDARY</b>	FRONTAGE LENGTH:	190 LF	
<b>STREET TREES REQUIRED:</b>	7 TREES (1 PER 30 LF OF FRONTAGE) $\frac{190}{30} = 6.33$	7 TREES	
<b>SHRUBS REQUIRED:</b>	95 SHRUBS (15 SHRUBS PER 30 LF OF FRONTAGE) $6.33 \times 15 = 95$	36" DUE TO SITE CONSTRUCTIONS W/ PLANT HEIGHT INCREASE	
<b>SHRUBS PROVIDED:</b>			
<b>DRIVE THRU REQUIREMENTS</b>	ISLAND LENGTH:	103 LF	
<b>TREES REQUIRED:</b>	7 TREES (1 PER 15 LF OF ISLAND) $\frac{103}{15} = 6.86$	7 TREES	
<b>SHRUBS REQUIRED:</b>	35 SHRUBS (@ 36" O.C.) $\frac{103}{3} = 34.33$	94 SHRUBS	
<b>SHRUBS PROVIDED:</b>			
<b>INTERIOR PARKING</b>	REQUIRED LANDSCAPE AREA:	15 SF PER EACH PARKING STALL	
<b>TREES PROVIDED:</b>	615 SF REQUIRED / 4,465 PROVIDED		
<b>TREES REQUIRED:</b>	1 TREE PER 10 PARKING STALLS	4.1 TREES REQUIRED / 5 TREES PROVIDED	
<b>SHRUBS PROVIDED:</b>	SHRUBS @ 36" O.C. FULL LENGTH OF PARKING - 415 LF	139 $(\frac{415}{3}) = 138.33$	

**GENERAL GRADING AND PLANTING NOTES**

- BY SUBMITTING A PROPOSAL FOR THE LANDSCAPE PLANTING SCOPE OF WORK, THE CONTRACTOR CONFIRMS THAT HE HAS READ, AND WILL COMPLY WITH, THE ASSOCIATED NOTES, SPECIFICATIONS, AND DETAILS WITH THIS PROJECT.
- THE GENERAL CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL EXISTING VEGETATION (EXCEPT WHERE NOTED TO REMAIN).
- IN THE CONTEXT OF THESE PLANS, NOTES, AND SPECIFICATIONS, "FINISH GRADE" REFERS TO THE FINAL ELEVATION OF THE SOIL SURFACE (NOT TOP OF MULCH) AS INDICATED ON THE GRADING PLANS.
  - BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE ROUGH GRADES OF ALL LANDSCAPE AREAS ARE WITHIN +0.1' OF FINISH GRADE. SEE SPECIFICATIONS FOR MORE DETAILED INSTRUCTION ON TURF AREA AND PLANTING BED PREPARATION.
  - CONSTRUCT AND MAINTAIN FINISH GRADES AS SHOWN ON GRADING PLANS, AND CONSTRUCT AND MAINTAIN SLOPES AS RECOMMENDED BY THE GEOTECHNICAL REPORT. ALL LANDSCAPE AREAS SHALL HAVE POSITIVE DRAINAGE AWAY FROM STRUCTURES AT THE MINIMUM SLOPE SPECIFIED IN THE REPORT AND ON THE GRADING PLANS, AND AREAS OF POTENTIAL PONDING SHALL BE REGRADED TO BLEND IN WITH THE SURROUNDING GRADES AND ELIMINATE PONDING POTENTIAL.
  - THE LANDSCAPE CONTRACTOR SHALL DETERMINE WHETHER OR NOT THE EXPORT OF ANY SOIL WILL BE NEEDED, TAKING INTO ACCOUNT THE ROUGH GRADE PROVIDED, THE AMOUNT OF SOIL AMENDMENTS TO BE ADDED (BASED ON A SOIL TEST, PER SPECIFICATIONS), AND THE FINISH GRADES TO BE ESTABLISHED.
  - ENSURE THAT THE FINISH GRADE IN SHRUB AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS, IS 3" BELOW THE ADJACENT FINISH SURFACE, IN ORDER TO ALLOW FOR PROPER MULCH DEPTH. TAPER THE SOIL SURFACE TO MEET FINISH GRADE, AS SPECIFIED ON THE GRADING PLANS, AT APPROXIMATELY 18" AWAY FROM THE WALKS.
  - ENSURE THAT THE FINISH GRADE IN TURF AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS, IS 1" BELOW THE FINISH SURFACE OF THE WALKS. TAPER THE SOIL SURFACE TO MEET FINISH GRADE, AS SPECIFIED ON THE GRADING PLANS, AT APPROXIMATELY 18" AWAY FROM THE WALKS.
  - SHOULD ANY CONFLICTS AND/OR DISCREPANCIES ARISE BETWEEN THE GRADING PLANS, GEOTECHNICAL REPORT, THESE NOTES AND PLANS, AND ACTUAL CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY BRING SUCH ITEMS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT, GENERAL CONTRACTOR, AND OWNER.
- ALL PLANT LOCATIONS ARE DIAGNOSTIC. ACTUAL LOCATIONS SHALL BE VERIFIED WITH THE LANDSCAPE ARCHITECT OR DESIGNER PRIOR TO PLANTING. THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT ALL REQUIREMENTS OF THE PERMITTING AUTHORITY ARE MET (I.E., MINIMUM PLANT QUANTITIES, PLANTING METHODS, TREE PROTECTION METHODS, ETC.).
  - THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR DETERMINING PLANT QUANTITIES. PLANT QUANTITIES SHOWN ON LEGENDS AND CALLOUTS ARE FOR GENERAL INFORMATION ONLY. IN THE EVENT OF A DISCREPANCY BETWEEN THE PLAN AND THE PLANT LEGEND, THE PLANT QUANTITY AS SHOWN ON THE PLAN (FOR INDIVIDUAL SYMBOLS) OR CALLOUT (FOR GROUPINGS) SHALL TAKE PRECEDENCE.
  - NO SUBSTITUTIONS OF PLANT MATERIALS SHALL BE ALLOWED WITHOUT THE WRITTEN PERMISSION OF THE LANDSCAPE ARCHITECT. IF SOME OF THE PLANTS ARE NOT AVAILABLE, THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT IN WRITING (VIA PROPER CHANNELS).
  - THE CONTRACTOR SHALL, AT A MINIMUM, PROVIDE REPRESENTATIVE PHOTOS OF ALL PLANTS PROPOSED FOR THE PROJECT. THE CONTRACTOR SHALL ALLOW THE LANDSCAPE ARCHITECT AND THE OWNER/OWNERS REPRESENTATIVE TO INSPECT, AND APPROVE OR REJECT, ALL PLANTS DELIVERED TO THE JOBSITE. REFER TO SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS FOR SUBMITTALS.
  - THE CONTRACTOR SHALL MAINTAIN THE LANDSCAPE IN A HEALTHY CONDITION FOR 90 DAYS AFTER ACCEPTANCE BY THE OWNER. REFER TO SPECIFICATIONS FOR CONDITIONS OF ACCEPTANCE FOR THE START OF THE MAINTENANCE PERIOD, AND FOR FINAL ACCEPTANCE AT THE END OF THE MAINTENANCE PERIOD.
  - SEE SPECIFICATIONS AND DETAILS FOR FURTHER REQUIREMENTS.

**TOWN OF PROSPER LANDSCAPE GENERAL NOTES:**

- PLANT MATERIAL SHALL BE MEASURED AND SIZED ACCORDING TO THE LATEST EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1).
- ALL PLANT SUBSTITUTIONS ARE SUBJECT TO TOWN APPROVAL AND MUST BE SPECIFIED ON THE APPROVED LANDSCAPE PLAN.
- GROUND COVERS USED IN LIEU OF TURF GRASS MUST PROVIDED COMPLETE COVERAGE WITHIN ONE (1) YEAR OF PLANTING AND MAINTAIN ADEQUATE COVERAGE AS APPROVED BY THE TOWN.
- TREES MUST BE PLANTED FOUR (4) FEET OR GREATER FROM CURBS, SIDEWALKS, UTILITY LINES, SCREENING WALLS, AND ALL STRUCTURES. SINGLE TRUNK TREES SHALL HAVE A SINGLE, STRAIGHT LEADER, AND ALL TREES SHALL BE FULL, WITH BALANCED CANOPY. MAJOR DAMAGE TO TRUNK(S), OR BRANCHES, WILL BE CAUSE FOR DENIAL.
- ALL ROOT FLARES SHALL BE SET AT THREE (3) TO FOUR (4) INCHES ABOVE SURROUNDING GRADE.
- THE TREE PIT SHALL BE BACKFILLED WITH NATIVE TOPSOIL FREE OF ROCK AND OTHER DERIS.
- BURLAP, TWINE AND WIRE BASKETS SHALL BE SEVERED AND REMOVED FROM THE TOP OF THE ROOT BALL.
- A 3"-4" LAYER OF MULCH SHALL BE PROVIDED AROUND THE BASE OF THE PLANTED TREE. THE MULCH SHALL BE PULLED BACK 1'-2" FROM THE TRUNK OF THE TREE.
- NO PERSON(S) OR ENTITY MAY USE IMPROPER OR MALICIOUS MAINTENANCE OR PRUNING TECHNIQUES INCLUDING, BUT NOT LIMITED TO, TOPPING OR OTHER NON SYMMETRICAL TRIMMING OF TREES. DAMAGE FROM A BACKHOE, CAUSE OF FIRE OR POISON. FOLLOW THE AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1) GUIDELINES ON PRUNING AND MAINTENANCE.
- TOPSOIL SHALL BE A MINIMUM OF EIGHT (8) INCHES IN DEPTH IN PLANTING AREAS. SOIL SHALL BE FREE OF STONES, ROOTS, AND CLODS AND ANY OTHER FOREIGN MATERIAL THAT IS NOT BENEFICIAL FOR PLANT GROWTH.
- ALL PLANT BEDS SHALL BE TOP-DRESSED WITH A MINIMUM OF THREE (3) INCHES OF MULCH.
- TREES OVERHANGING WALKS AND PARKING SHALL HAVE A MINIMUM CLEAR BRANCH HEIGHT OF SEVEN (7) FEET. TREES OVERHANGING PUBLIC STREET PAVEMENT DRIVE ALLEYS AND FIRE LANES SHALL HAVE A MINIMUM CLEAR BRANCH HEIGHT OF FOURTEEN (14) FEET.
- A VISIBILITY TRIANGLE MUST BE PROVIDED AT ALL INTERSECTIONS, WHERE SHRUBS ARE NOT TO EXCEED THIRTY (30) INCHES IN HEIGHT, AND TREES SHALL HAVE A MINIMUM CLEAR TRUNK HEIGHT OF NINE (9) FEET.
- TREES PLANTED ON A SLOPE SHALL HAVE THE TREE WELL AT THE AVERAGE GRADE OF THE UPHILL SLOPE.
- ALL AREAS OF LESS THAN THREE (3) FEET IN WIDTH SHALL BE GRASS, GROUND COVER, OR SOME TYPE OF DECORATIVE RIVER ROCK, PAVERS, OR CONCRETE.
- THE OWNER, TENANT, AND/OR THEIR AGENTS, IF ANY, SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE FOR THE MAINTENANCE, ESTABLISHMENT, AND PERMANENCE OF PLANT MATERIAL. ALL LANDSCAPING SHALL BE MAINTAINED IN A NEAT AND ORDERLY AT ALL TIMES INCLUDING, BUT NOT LIMITED TO, MOWING, EDGING, PRUNING, FERTILIZING, WATERING, DE-WEEDING, AND TRASH REMOVAL.
- PLANT MATERIAL THAT IS DAMAGED, DESTROYED, OR REMOVED SHALL BE REPLACED WITH PLANTS MEETING MINIMUM SPECIFICATIONS PER LANDSCAPE PLAN. ALL TURF/GROUND COVER AREAS TO BE ESTABLISHED PRIOR TO RECEIPT OF CERTIFICATE OF OCCUPANCY, UNLESS OTHERWISE APPROVED BY THE TOWN.
- AN AUTOMATIC IRRIGATION SYSTEM SHALL BE PROVIDED TO IRRIGATE ALL LANDSCAPE AREAS INTO STREETS, SIDEWALKS, OR ALLEYS.
- NO PLANTING AREA SHALL EXCEED 3:1 SLOPE (3 FT HORIZONTAL TO 1 FT VERTICAL).
- EARTHEN BERMS SHALL NOT INCLUDE CONSTRUCTION DEBRIS.
- ALL WALKWAYS SHALL MEET ADA AND TAS REQUIREMENTS.
- LANDSCAPE INSTALLATION MUST COMPLY WITH APPROVED LANDSCAPE PLANS, AND AS-BUILT PLANS SUBMITTED TO PARKS AND RECREATION, PRIOR TO FINAL ACCEPTANCE BY THE TOWN AND/OR OBTAINING A CERTIFICATE OF OCCUPANCY.
- FINAL INSPECTION AND APPROVAL OF SCREENING WALLS, IRRIGATION, AND LANDSCAPE IS SUBJECT TO ALL PUBLIC UTILITIES, INCLUDING BUT NOT LIMITED TO MANHOLES, VALVES, WATER METERS, CLEANOUTS, AND OTHER APPURTENANCES BEING ACCESSIBLE, ADJUSTED TO GRADE, AND TO THE TOWN OF PROSPER PUBLIC WORKS DEPARTMENT STANDARDS.
- IMPORTANT: MINIMUM STANDARDS FOR PLANTS, AS SET FORTH IN THE ZONING ORDINANCE AND APPROVED LANDSCAPE PLANS ARE TAKEN SERIOUSLY BY THE TOWN AND PARKS AND RECREATION. INSTALLING INTERIOR PLANTS WITHOUT WRITTEN APPROVAL FROM A PARKS REPRESENTATIVE MAY RESULT IN REJECTION OF SOME OR ALL PLANTS, THEREBY DELAYING RECEIPT OF A CERTIFICATE OF OCCUPANCY. ARCHITECTS AND LANDSCAPE CONTRACTORS ARE STRONGLY ENCOURAGED TO NOTIFY THE PARKS DEPARTMENT TO DISCUSS POSSIBLE DEFICIENCIES PRIOR TO INSTALLATION.
- CALL PARKS AND RECREATION AT (972-968-1168) AT LEAST FORTY-EIGHT (48) HOURS PRIOR TO THE FOLLOWING INSPECTIONS:
  - PROPOSED TRAIL ALIGNMENT
  - BERM CONSTRUCTION & GRADING
  - ESCROW RELEASE
  - FINAL INSPECTION



**FRONTIER RETAIL CENTER**  
 BEING PART OF 70.91 ACRES OF LAND  
 OUT OF COLLIN COUNTY SCHOOL LAND  
 SURVEY, ABSTRACT NO. 147  
 PROSPER, TEXAS

BEARINGS SHOWN HEREON ARE TIED TO THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83) (1) EPOCH (2013) NORTH CENTRAL ZONE (4000) USING TOWN OF PROSPER GEODETIC CONTROL MONUMENTS 3 AND 5.	
GPS-3 N 7141040.803 E 248701.977 ELEV: 615.09	GPS-5 N 7144654.054 E 249281.092 ELEV: 704.95
TBM #1: 7" O.D. IN 1/2" ON THE EAST SIDE OF DALLAS NORTH TOLLWAY NORTHBOUND SERVICE ROAD, APPROXIMATELY 148 FEET SOUTH OF FRONTIER PARKWAY CENTERLINE. N: 7145338.56 E: 2482444.24 ELEV: 619.13	

DESIGN:	CBD
DRAWN:	CBD
CHECKED:	CBD
DATE:	06/04/2023
SHEET	
C	
CASE NO.	Page 118





IRRIGATION SPECIFICATIONS

GENERAL

- A. QUALIFICATIONS OF IRRIGATION CONTRACTOR
1. ALL WORK SHOWN ON THESE PLANS SHALL BE PERFORMED BY A SINGLE IRRIGATION CONTRACTING FIRM...

J. BACKFILL

- 1. ALL BACKFILL MATERIAL SHALL BE SUBJECT TO APPROVAL BY THE OWNER. BACKFILL MATERIAL SHALL BE FREE FROM RUBBISH, ROCK LARGER THAN 1", LARGE STONES, BRUSH, SOIL, FROZEN MATERIAL, OR OTHER UNSUITABLE SUBSTANCES...

K. BACKFLOW PREVENTER INSTALLATION

- CONTRACTOR SHALL MAKE CONNECTIONS TO EXISTING WATER SOURCES AT LOCATION SHOWN ON PLANS AND AS APPROVED BY THE OWNER, AND SHALL MAKE ANY MINOR CHANGES IN LOCATION AS MAY BE NECESSARY DUE TO ACTUAL SITE CONDITIONS...

L. PIPING

- 1. PIPE SIZE SHALL CONFORM TO THOSE SHOWN ON THE DRAWINGS. NO SUBSTITUTIONS OF SMALLER PIPE SIZES SHALL BE PERMITTED, BUT SUBSTITUTIONS FOR LARGER SIZES MAY BE APPROVED...

M. VALVES

- 1. VALVES SHALL BE INSTALLED PER MANUFACTURER'S DIRECTIONS AND THE IRRIGATION DETAILS. VALVE BOXES SHALL BE INSTALLED FLUSH WITH THE GRADE, WITH CLEAN PEA GRAVEL LOCATED BELOW THE VALVE AS NOTED ON THE DETAILS...

N. DRIP IRRIGATION EQUIPMENT

- 1. SUBSURFACE DRIP LINES SHALL BE BURIED NO MORE THAN 2" BELOW FINISH GRADE. DRIP LINES MOUNTED ON GRADE SHALL BE SECURED IN PLACE WITH WIRE STAPLES AT A MAXIMUM OF 48" ON CENTER...

O. SPRAY, ROTOR, AND BUBBLER HEADS

- 1. ALL SPRAY AND ROTOR HEAD LOCATIONS SHALL BE STAKED, FLAGGED AND/OR OTHERWISE CLEARLY MARKED ON THE GROUND PRIOR TO INSTALLATION. SPRINKLER HEAD STAKING SHALL BE INSPECTED AND APPROVED BY THE OWNER'S REPRESENTATIVE BEFORE INSTALLATION...

P. AUTOMATIC CONTROLLER

- 1. INSTALL THE CONTROLLER AT THE LOCATION INDICATED BY THE OWNER. INSTALL CONTROLLER WITH A BACKUP BATTERY AS RECOMMENDED BY THE MANUFACTURER. THE IRRIGATION CONTRACTOR SHALL COORDINATE 120 V.A.C. ELECTRICAL POWER TO CONTROLLERS AND DEDICATE ONE (1) 20-AMP BREAKER FOR EACH CONTROLLER...

Q. RAIN SENSOR

- 1. THE IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING ALL CONTROL WIRE SLEEVES AND PIPE SLEEVES UNDER PAVED AREAS PRIOR TO PAVING - SEE SLEEVING NOTES. INSTALL THE RAIN SENSOR IN THE VICINITY OF THE CONTROLLER, AND COORDINATE LOCATION WITH THE OWNER...

R. IRRIGATION EQUIPMENT

- 1. ALL IRRIGATION EQUIPMENT NOT OTHERWISE DETAILED OR SPECIFIED SHALL BE INSTALLED AS PER MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS. QUALITY CONTROL 1. PERFORM COVERAGE TESTS AFTER IRRIGATION SYSTEM IS COMPLETED, BUT PRIOR TO ANY PLANTING AND BEFORE TESTING IN THE PRESENCE OF THE IRRIGATION DESIGNER AND THE CONSTRUCTION MANAGER...

U. CLEAN UP

- 1. DURING IRRIGATION EXCAVATION AND INSTALLATION, KEEP ALL PAVEMENT CLEAN AND ALL WORK AREAS IN A NEAT, ORDERLY CONDITION. DISPOSED LEGALLY OF ALL EXCAVATED MATERIALS OFF THE PROJECT SITE.

V. INSPECTION AND ACCEPTANCE

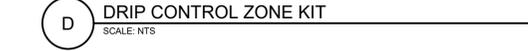
- 1. UPON COMPLETION OF THE WORK, THE IRRIGATION CONTRACTOR SHALL PROVIDE THE SITE CLEAN, FREE OF DEBRIS AND TRASH, AND SUITABLE FOR USE AS INTENDED. THE IRRIGATION CONTRACTOR SHALL THEN REQUEST AN INSPECTION BY THE OWNER TO DETERMINE FINAL ACCEPTABILITY. WHEN THE INSPECTED WORK DOES NOT COMPLY WITH THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL REPLACE AND/OR REPAIR THE REJECTED WORK TO THE OWNER'S SATISFACTION WITHIN 24 HOURS...

W. REFER TO THE PLANTING SPECIFICATIONS

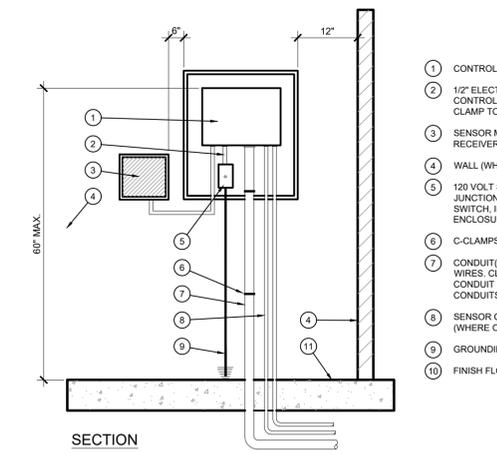
- FOR ADDITIONAL CONDITIONS OF FINAL ACCEPTANCE AND START OF THE MAINTENANCE PERIOD. X. WARRANTY 1. THE IRRIGATION SYSTEM SUPPLIED AND INSTALLED SHALL BE WARRANTED (LABOR AND MATERIALS) TO REMAIN OPERATIONAL FOR A PERIOD OF 12 MONTHS AFTER THE DATE OF FINAL ACCEPTANCE...

Y. SHOULD THE PERMITTING JURISDICTION REQUIRE AN IRRIGATION AUDIT

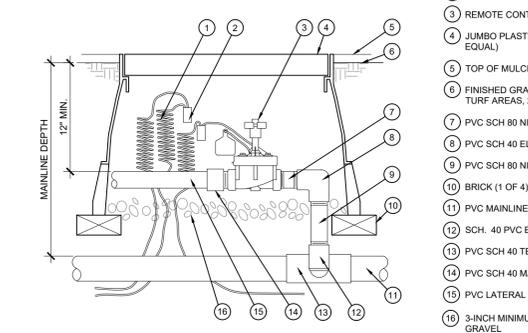
- THE IRRIGATION CONTRACTOR SHALL RETAIN THE SERVICES OF A THIRD-PARTY CERTIFIED LANDSCAPE IRRIGATION AUDITOR, AT NO ADDITIONAL COST TO THE OWNER.



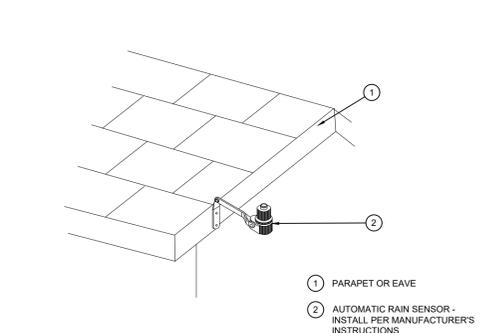
D DRIP CONTROL ZONE KIT SCALE: NTS



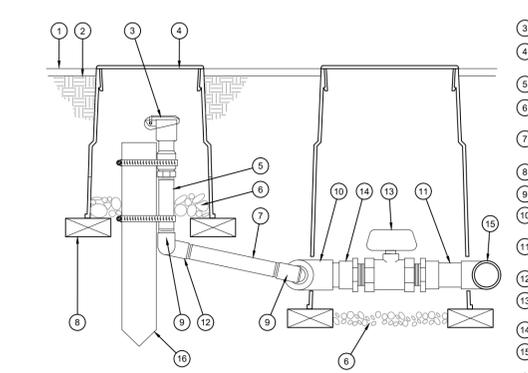
A CONTROLLER - WALL MOUNT, INDOOR SCALE: NTS



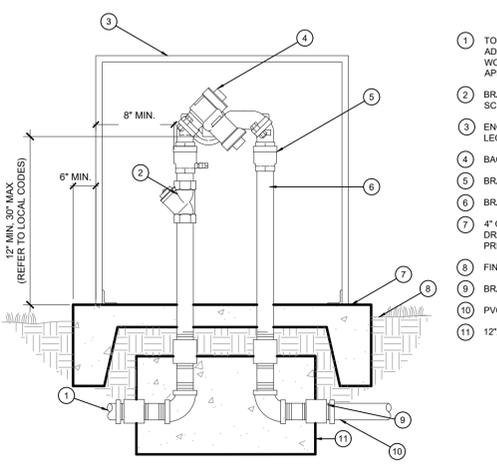
E REMOTE CONTROL VALVE SCALE: NTS



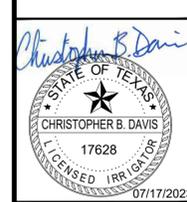
B RAIN SENSOR, ROOF MOUNT SCALE: NTS



F QUICK COUPLER WITH BALL VALVE SCALE: NTS



C BACKFLOW PREVENTER SCALE: NTS

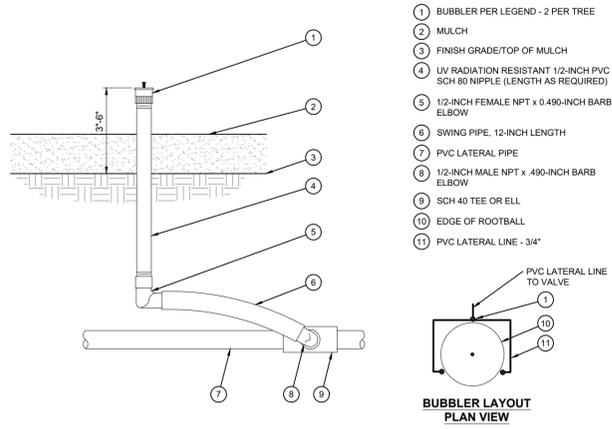


FRONTIER RETAIL CENTER BEING PART OF 70.91 ACRES OF LAND OUT OF COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 147 PROSPER, TEXAS

CHRS DAVIS 7/17/2023 2:30 PM C:\USERS\LOGIC\EDG\_DROPBOX\EDG - SHARED\2023\WCDONALDUS\WCDONALDUS - PROSPER TX - FRONTIER RETAIL CTR\IRRIGATION - PROSPER MCDONALD'S 22\34 2023-07-15.DWG PLOTTED BY: 7/17/2023 2:30 PM C:\USERS\LOGIC\EDG\_DROPBOX\EDG - SHARED\2023\WCDONALDUS\WCDONALDUS - PROSPER TX - FRONTIER RETAIL CTR\IRRIGATION - PROSPER MCDONALD'S 22\34 2023-07-15.DWG

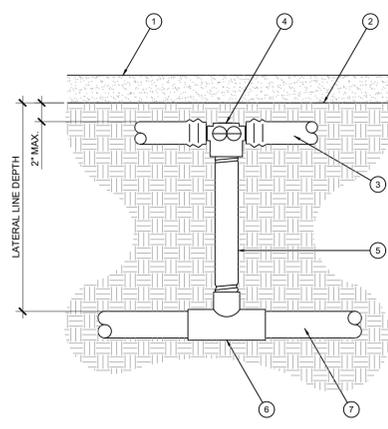
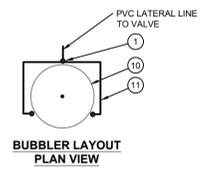
Table with 2 columns: GPS-3 coordinates (N 7141040.802, E 2482701.977, ELEV: 615.09) and GPS-5 coordinates (N 7144654.024, E 2482531.022, ELEV: 704.95). Includes TM 81: 7' CUT IN INLET ON THE EAST SIDE OF DALLAS NORTH TOLLWAY...

Table with 2 columns: DESIGN: CBD, DRAWN: CBD, CHECKED: CBD, DATE: 06/04/2023, SHEET: LI-2, CASE NO., Page 121



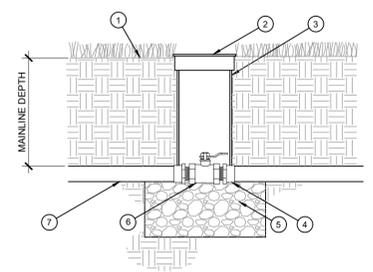
**M BUBBLER**  
SCALE: NTS

- 1 BUBBLER PER LEGEND - 2 PER TREE
- 2 MULCH
- 3 FINISH GRADE/TOP OF MULCH
- 4 UV RADIATION RESISTANT 1/2-INCH PVC SCH 80 NIPPLE (LENGTH AS REQUIRED)
- 5 1/2-INCH FEMALE NPT x 0.490-INCH BARB ELBOW
- 6 SWING PIPE, 12-INCH LENGTH
- 7 PVC LATERAL PIPE
- 8 1/2-INCH MALE NPT x 490-INCH BARB ELBOW
- 9 SCH 40 TEE OR ELL
- 10 EDGE OF ROOTBALL
- 11 PVC LATERAL LINE - 3/4"



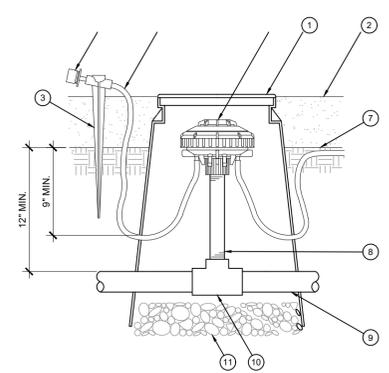
**J SUBSURFACE DRIPLINE CONNECTION**  
SCALE: NOT TO SCALE

- 1 TOP OF MULCH
- 2 FINISH GRADE
- 3 DRIP LINE PER PLAN
- 4 INSERT TEE OR ELBOW
- 5 SCH 80 PVC NIPPLE (LINE SIZE)
- 6 SCH 40 PVC TEE (SST)
- 7 SCH 40 PVC SUPPLY HEADER (SIZE PER PLAN)



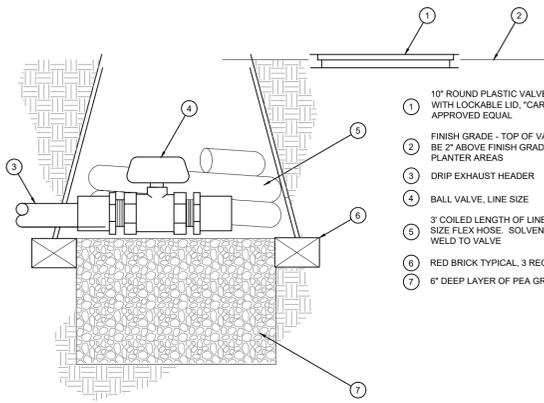
**G BRASS BALL VALVE**  
SCALE: NTS

- 1 FINISH GRADE AT 1" BELOW TOP OF BOX IN TURF AREAS; 2" BELOW TOP OF BOX IN SHRUB/GROUNDCOVER AREAS
- 2 9" ROUND VALVE BOX WITH LOCKABLE LID
- 3 EXTENSION SECTION AS NECESSARY TO MEET GRADE
- 4 PVC MALE ADAPTER
- 5 3-INCH MINIMUM DEPTH OF 3/4-INCH WASHED GRAVEL
- 6 BRASS BALL VALVE (SIZED PER MAINLINE)
- 7 IRRIGATION MAINLINE



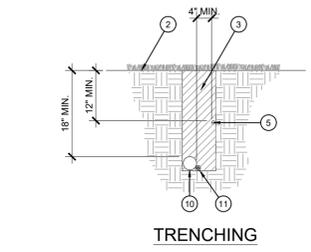
**X MULTI-OUTLET EMISSION DEVICE**  
SCALE: NOT TO SCALE

- 1 BUG CAP AT END OF TUBING
- 2 1/4-INCH DISTRIBUTION TUBING
- 3 1/4-INCH TUBING STAKE - PLACE JUST OUTSIDE OF ROOTBALL
- 4 MULTI-OUTLET EMISSION DEVICE WITH EMITTERS PER IRRIGATION LEGEND
- 5 10" ROUND VALVE BOX, AS MADE BY CARSON (OR EQUAL). TOP OF BOX TO BE 2" ABOVE FINISH GRADE IN PLANTER AREAS.
- 6 TOP OF MULCH
- 7 FINISH GRADE
- 8 1/2" PVC SCH-80 NIPPLE - LENGTH AS REQUIRED
- 9 PVC LATERAL PIPE
- 10 PVC SCH-40 TEE OR ELL
- 11 3-INCH MIN. DEPTH OF 3/4-INCH WASHED GRAVEL



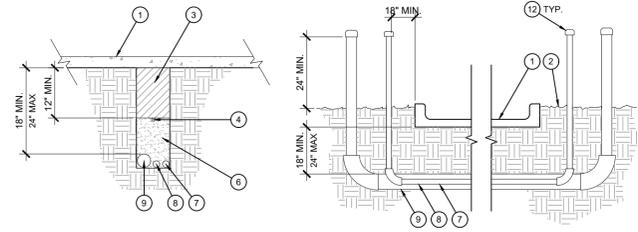
**K FLUSH VALVE**  
SCALE: NTS

- 1 10" ROUND PLASTIC VALVE BOX WITH LOCKABLE LID, "CARSON" OR APPROVED EQUAL
- 2 FINISH GRADE - TOP OF VALVE BOX TO BE 2" ABOVE FINISH GRADE IN PLANTER AREAS
- 3 DRIP EXHAUST HEADER
- 4 BALL VALVE, LINE SIZE
- 5 3' COILED LENGTH OF LINE SIZE FLEX HOSE - SOLVENT WELD TO VALVE
- 6 RED BRICK TYPICAL, 3 REQUIRED
- 7 6" DEEP LAYER OF PEA GRAVEL



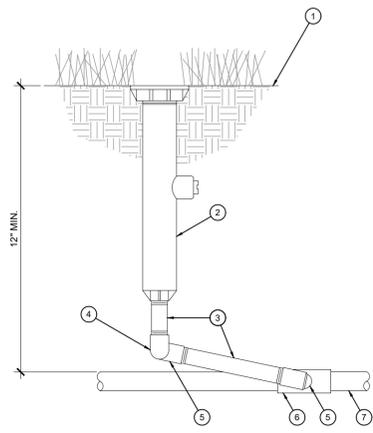
**G TRENCHING**

- 1 PAVEMENT SURFACE
- 2 FINISH GRADE
- 3 TRENCH BACKFILL
- 4 LOCATOR WIRE W/BURIED CAUTION TAPE
- 5 PVC IRRIGATION LATERAL
- 6 SAND BACKFILL
- 7 SCH. 40 PVC LATERAL SLEEVE - SEE PLANS FOR SIZE
- 8 SCH. 40 PVC WIRE SLEEVE FOR CONTROL WIRES, MIN. 2" DIA.
- 9 SCH. 40 PVC MAINLINE SLEEVE - SEE PLANS FOR SIZE
- 10 PVC IRRIGATION MAINLINE
- 11 CONTROL WIRES - TAPE TO MAINLINE AT 10' INTERVALS
- 12 PVC CAP, SOLVENT WELDED



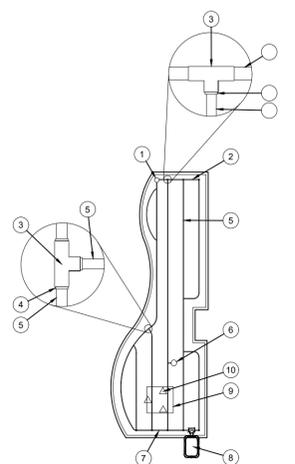
**H PIPE AND SLEEVE INSTALLATION**  
SCALE: NTS

**SLEEVING**



**L POP-UP SPRAY HEAD**  
SCALE: NTS

- 1 FINISH GRADE
- 2 POP-UP SPRAY HEAD
- 3 SCH. 80 PVC NIPPLE (LENGTH AS REQUIRED)
- 4 SCH. 40 PVC ELL
- 5 SCH. 40 PVC STREET ELL
- 6 SCH. 40 PVC TEE OR ELL
- 7 PVC LATERAL PIPE



**I SUBSURFACE DRIP LINE LAYOUT**  
SCALE: NOT TO SCALE

- 1 FLUSH VALVE
- 2 SCH. 40 PVC EXHAUST HEADER
- 3 SCH. 40 PVC TEE OR ELL
- 4 COMPRESSION ADAPTER
- 5 DRIP LINE
- 6 AIR RELIEF VALVE AT HIGH POINT OF SYSTEM (WHEN INDICATED ON PLANS)
- 7 SCH. 40 PVC SUPPLY HEADER
- 8 CONTROL VALVE
- 9 TREE ROOT BALL (WHERE OCCURS IN DRIP AREA)
- 10 RAINBIRD PC-07 EMITTERS (S) OR EQUAL WITH DIFFUSER CAPS, INSERTED IN DRIP LINE AND GENERALLY SPACED EVENLY AROUND TREE NEAR EDGES OF ROOT BALL (WHERE OCCURS)

NOTE: SET DRIP LINES 3'-6" AWAY FROM HARDSCAPE

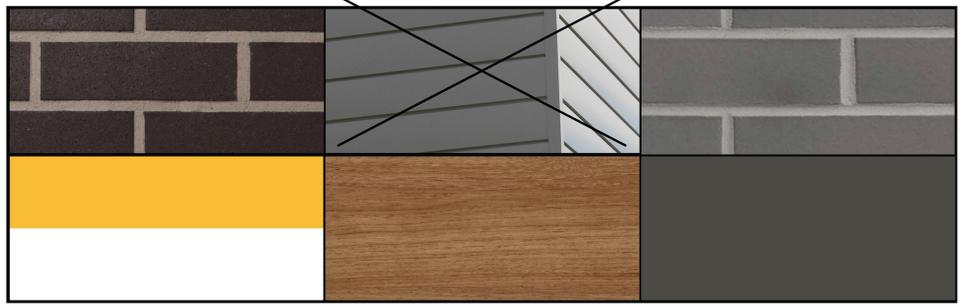
BEARINGS SHOWN HEREON ARE TIED TO THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83/2011) EPOCH(2011) NORTH CENTRAL ZONE (4002) USING TOWN OF PROSPER GEODETIC CONTROL MONUMENTS 3 AND 5:  
GPS-3 N: 7145045.803 E: 2482701.977 ELEV: 615.09  
GPS-5 N: 7144654.054 E: 2492931.292 ELEV: 704.95  
TBM #1: 7x CUT IN INLET ON THE EAST SIDE OF DALLAS NORTH TOLLWAY NORTHBOUND SERVICE ROAD, APPROXIMATELY 148 FEET SOUTH OF FRONTIER PARKWAY CENTERLINE. N: 7145326.95 E: 2482444.24 ELEV: 615.13

DESIGN: CBD  
DRAWN: CBD  
CHECKED: CBD  
DATE: 06/04/2023  
SHEET  
**LI-3**  
CASE NO. Page 122

PLOTTED BY: CHRIS DAVIS  
 PLOT DATE: 7/17/2023 2:30 PM  
 LOCATION: C:\USERS\LOGIC\EDG DROPBOX\EDG - SHARED\2023\MCDONALDS\MCDONALDS - PROSPER TX - FRONTIER RETAIL CTR IRRIGATION - PROSPER MCDONALD'S 22X34 2023-07-15.DWG  
 LAST SAVED: 7/17/2023 2:28 PM

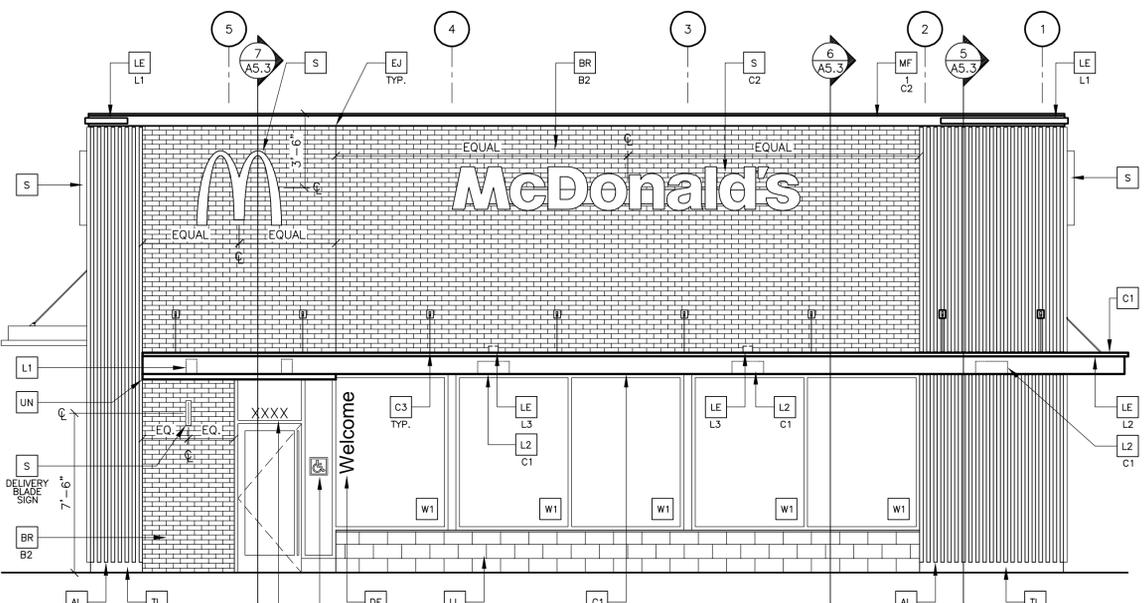
BUILDING MATERIAL CALCULATIONS BUILDING										
Materials	North Elevation		West Elevation		South Elevation		East Elevation		Totals	
	SF	%	SF	%	SF	%	SF	%	SF	%
Brick	467	62.85%	1,291	75.10%	601	62.93%	1,234	60.40%	3,593	65.81%
Limestone	55	7.40%	216	12.57%	133	13.93%	325	15.91%	729	13.35%
Wood-Look Battens	194	26.11%	155	9.02%	194	20.31%	103	5.04%	646	11.83%
Metal Trim/Paneling	27	3.63%	57	3.32%	27	2.83%	381	18.65%	492	9.01%
<b>Totals (Excluding Glazing)</b>	<b>743</b>	<b>100%</b>	<b>1,719</b>	<b>100%</b>	<b>955</b>	<b>100%</b>	<b>2,043</b>	<b>100%</b>	<b>5,460</b>	<b>100%</b>
South Elevation		North Elevation		East Elevation		West Elevation		Totals		
Materials	SF	%	SF	%	SF	%	SF	%	SF	%
Glazing/Openings	247	24.95%	385	18.30%	35	3.54%	61	2.90%	728	11.76%
<b>Total Façade</b>	<b>990</b>	<b>25%</b>	<b>2,104</b>	<b>18%</b>	<b>990</b>	<b>4%</b>	<b>2,104</b>	<b>3%</b>	<b>6,188</b>	<b>12%</b>

BR - BRICK "ONYX" CM - METAL (REMOVED) BR - BRICK "SLATE GRAY"



CN - ALUM CANOPY WHITE UN - UNDERSCORE YELLOW AL - ALUMINUM BATTENS AP - APOLIC METAL PANELS

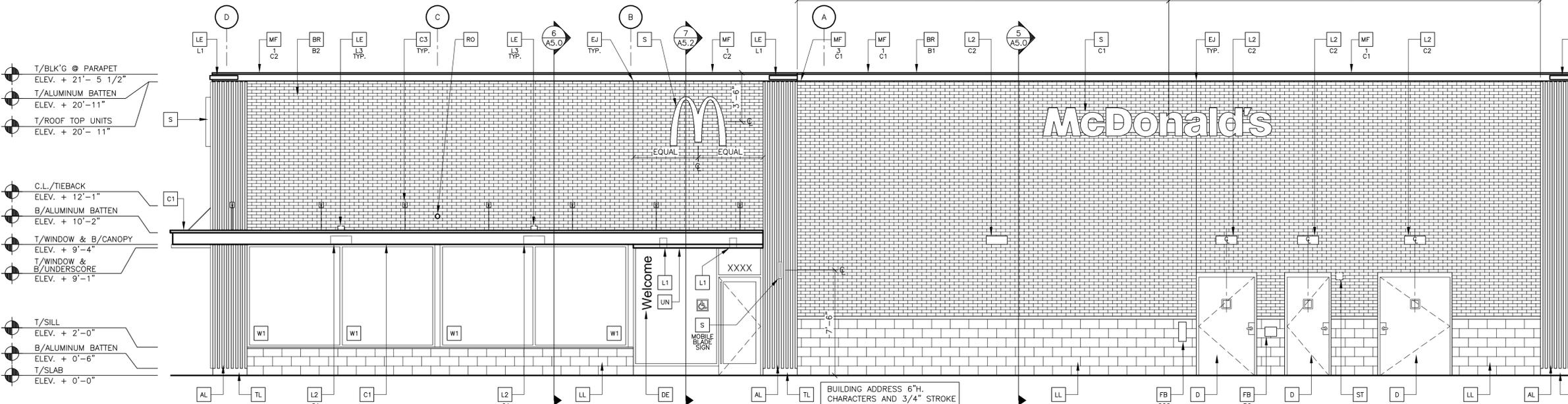
- T/BLK'G @ PARAPET ELEV. + 21'- 5 1/2"
- T/ROOF TOP UNITS ELEV. + 20'- 11"
- B/CANOPY ELEV. + 9'-4"
- T/WINDOW & B/UNDERSCORE ELEV. + 9'-1"
- T/SILL ELEV. + 2'-0"
- T/SLAB ELEV. + 0'-0"



1 FRONT ELEVATION - NORTH  
A2.0 1/4" = 1'-0"

"EXHIBIT D"

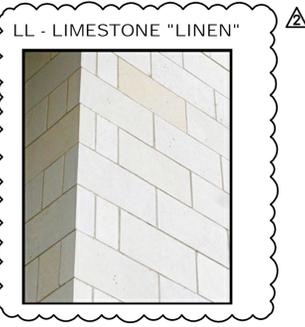
- T/ALUMINUM BATTEN ELEV. + 20'-11"
- C.L./TIEBACK ELEV. + 12'-1"
- T/WINDOW & B/CANOPY ELEV. + 9'-4"
- T/ALUMINUM BATTEN ELEV. + 9'-3 1/2"
- B/ALUMINUM BATTEN ELEV. + 0'-6"
- T/SLAB ELEV. + 0'-0"



2 NON-DRIVE-THRU ELEVATION - WEST  
A2.0 1/4" = 1'-0"

KEY NOTES:

- AL ALUMINUM BATTEN SYSTEM MFR: B+N INDUSTRIES SIZE: 2"x2" PROFILE COLOR: WOOD GRAIN, BACKRAIL UNFINISHED, ENDCAP PAINTED TO MATCH SUBSTRATE: 1/2" EXTERIOR HIGH DENSITY OVERLAY (HDO) PLYWOOD, BB, GROUP 1, HDO BOTH FACES. APAP TRADEMARKED. COURSE GRIT SAND SURFACES PRIOR TO PRIMING. PRIME AN DRAINT BOTH SIDES AND ALL EDGES. SUBSTRATE COLOR: "IRON ORE" SW 7069 BY SHERWIN WILLIAMS
- AP ALPOLIC METAL PANEL (COLOR: RAL 7022)
- BR MODULAR FACE BRICK COLOR: B1 = "SLATE GRAY" SMOOTH BY HEBRON BRICK COMPANY B2 = "ONYX" SMOOTH BY HEBRON BRICK COMPANY (GROUT TO MATCH BRICK COLOR AS MUCH AS POSSIBLE)
- C1 ALUMINUM CANOPY SYSTEM W/FASCIA COLOR: WHITE
- C2 ALUMINUM CANOPY SYSTEM COLOR: RAL 7022
- C3 ALUMINUM CANOPY TIEBACK COLOR: RAL 7022 GC TO PROVIDE CONTINUOUS BLOCKING ON WALL BEHIND TIEBACKS, WHEN TIEBACKS ARE INSTALLED ON METAL PANELING. SEE DETAIL 3/A5.0
- D HOLLOW METAL DOOR PAINT: "GAUNTLET GREY" SW7019 BY SHERWIN WILLIAMS
- DE DECAL BY GRAPHICS SUPPLIER SURFACE APPLIED, FIELD INSTALLED, PRE CUT, PRE SPACED. SUPPLIERS: VOMELA (865) 330-7337, ann.bowen@vomela.com GEX INTERNATIONAL (847) 543-4600, mcdonaldsdecor@gxi.com
- W1 EXTERIOR WINDOW ASSEMBLY - TEMPERED GLASS COLOR: EXTRA DARK BRONZE
- W2 DRIVE-THRU WINDOW BY READY ACCESS MODEL: 600 SERIES, 36" SERVICE HEIGHT WITH TRANSOM, MANUAL OPEN, ELECTRONIC RELEASE COLOR: DEEP BRONZE SLIDE DIRECTION: RL = RIGHT TO LEFT LR = LEFT TO RIGHT
- LL LIMESTONE BY SALADO LIMESTONE (ARCHITECTURAL CUT) COLOR: LINEN (RUNNING BOND) SIZE: 8"x16"x4" LIMESTONE TO HAVE 1/4" RAKED MORTAR JOINTS (MORTAR COLORS TO BE LIGHT GRAY/IVORY) SUBMIT TO ARCHITECT FOR APPROVAL
- EJ EXPANSION JOINT, SEE DETAIL 7/A4.1
- FB CO2 - CO2 = BULK CO2 FILL BOX (EQPM SCHEDULE ITEM 49.00) BO = BULK OIL FILL BOX (EQPM SCHEDULE ITEM 700.18)
- GR GUARD RAIL -SEE SITE PLAN FOR EXACT LOCATION AND LENGTH GUARD RAIL TO BE 1.5" STAINLESS STEEL
- L1 RECESSED DOWN LIGHT FIXTURE - SEE ELECTRICAL COLOR: GOLD
- L2 RADIAL SCONCE LIGHT FIXTURE - SEE ELECTRICAL C1-COLOR: WHITE C2= PLATINUM SILVER
- LE ACCENT LIGHTING - SEE ELECTRICAL L1-LED LIGHT: L1 = SLIM LED (DOWN ONLY) L2 = INTEGRAL CANOPY FIXTURE L3 = UP ONLY FLOOD FIXTURE
- MF METAL FASCIA 1-TYPE: 1 = PRE-FAB ANCHOR-TITE FASCIA 2 = BOTTOM TRIM AT METAL REVEAL PANEL 3 = VERTICAL TRIM AT METAL REVEAL PANEL CORNERS, CLOSURES COLOR: C1= WEATHERED ZINC C2= RAL 7022
- PB PIPE BOLLARD - PAINTED YELLOW
- PT (RIMC) COIN COLLECTOR MODEL: #WPT STD CALL 1-888-743-7435 TO ORDER
- RO ROOF DRAIN OVERFLOW PIPE PAINT TO MATCH SURROUNDING MATERIAL
- S McDONALD'S SIGNAGE BY OTHERS - UNDER SEPARATE PERMIT. C1-COLOR: C1= WEATHERED ZINC RACEWAY C2= RAL 7022 RACEWAY
- TL TRU EXTERIOR 1"x6" TRIM, PAINTED ON SITE COLOR: "IRON ORE" SW 7069 BY SHERWIN WILLIAMS
- UN METAL UNDERSCORE COLOR: GOLD



PREPARED FOR: McDonald's USA, LLC

REGISTERED ARCHITECT JAW ARCHITECTS, INC. JAW Architects, Inc. Phone: 817.959.3387 Email: jay@jawa.com

PREPARED BY: JAW

DATE: 04/28/2023

REVIEWED BY: JAW

DATE ISSUED: 04/28/2023

SITE ADDRESS: 042-3391 LOT 5 - SEC OF DALLAS PKWY & FRONTIER PKWY, PROSPER TX

TITLE: 2022 STANDARD BUILDING - BB20

DESCRIPTION: WOOD BEARING WALLS W/4" BRICK VENEER WOOD ROOF TRUSS FRAMING STUCCO/BATTEN/BRICK EXTERIOR FINISH

JAWA 23-0004

A2.0 ELEVATIONS

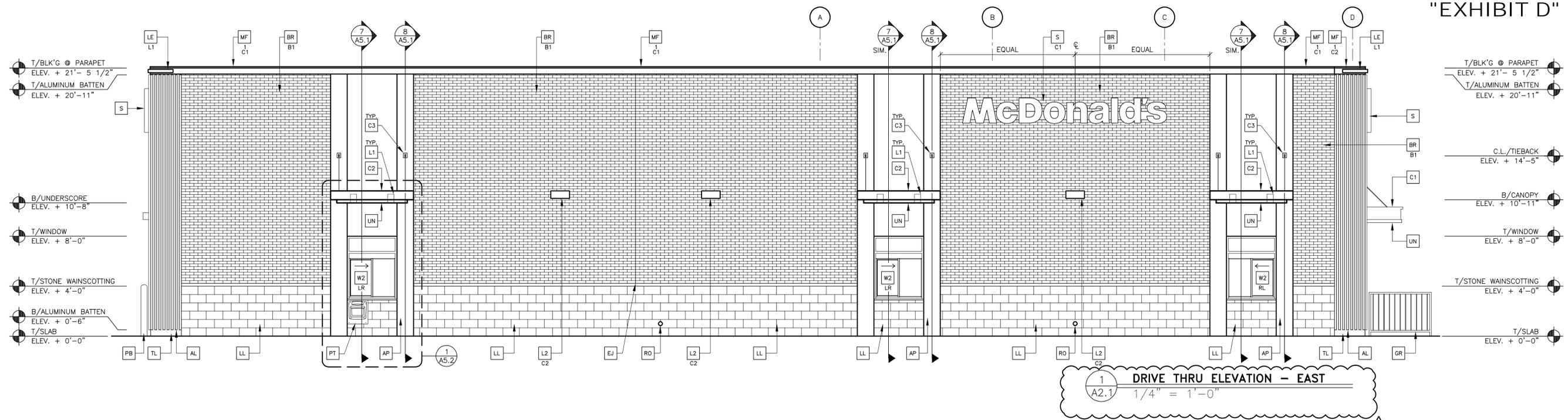
REV DATE DESCRIPTION

1 07/24/23 CITY/SIP COMMENTS

2 08/28/23 CITY/SIP COMMENTS

BY:

"EXHIBIT D"



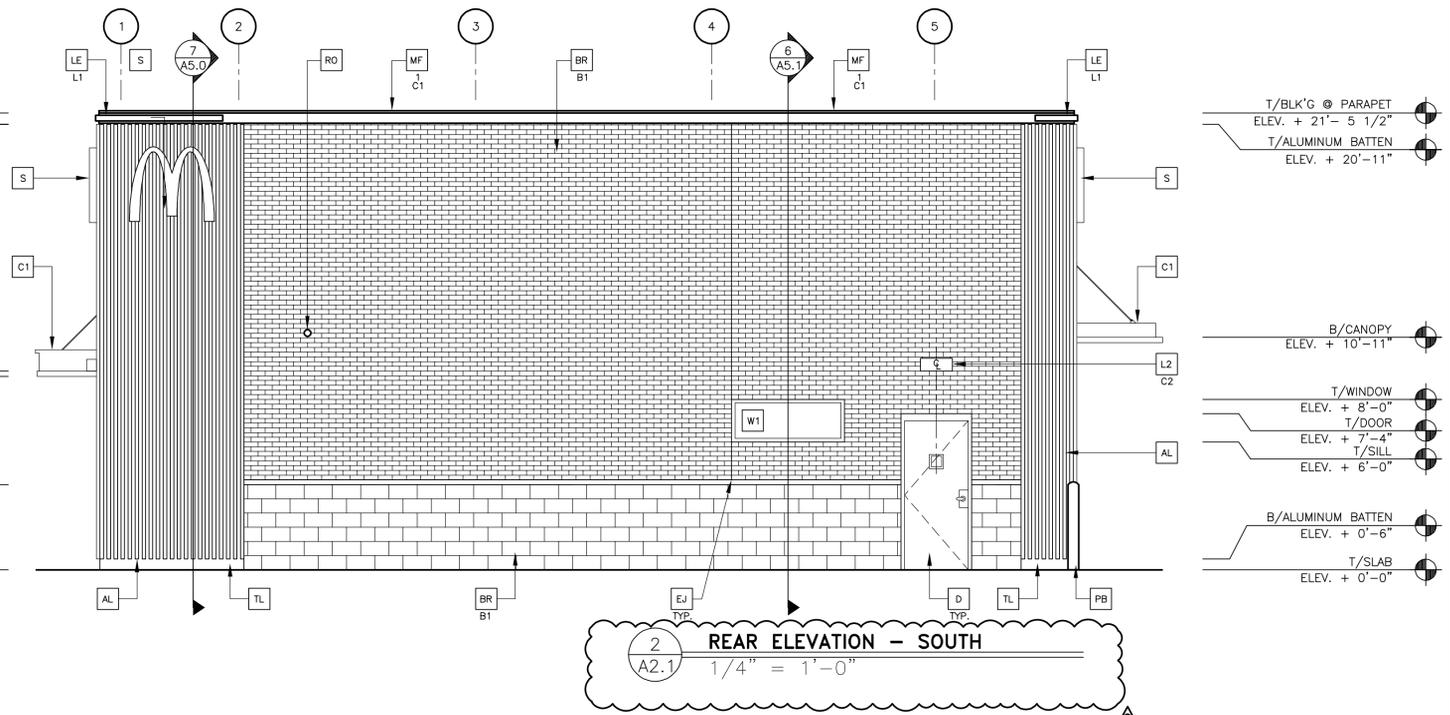
1 DRIVE THRU ELEVATION - EAST  
A2.1 1/4" = 1'-0"

BUILDING MATERIAL CALCULATIONS BUILDING										
Materials	North Elevation		West Elevation		South Elevation		East Elevation		Totals	
	SF	%	SF	%	SF	%	SF	%	SF	%
Brick	467	62.85%	1,291	75.10%	601	62.93%	1,234	60.40%	3,593	65.81%
Limestone	55	7.40%	216	12.57%	133	13.93%	325	15.91%	729	13.35%
Wood-Look Battens	194	26.11%	155	9.02%	194	20.31%	103	5.04%	646	11.83%
Metal Trim/Paneling	27	3.63%	57	3.32%	27	2.83%	381	18.65%	492	9.01%
<b>Totals (Excluding Glazing)</b>	<b>743</b>	<b>100%</b>	<b>1,719</b>	<b>100%</b>	<b>955</b>	<b>100%</b>	<b>2,043</b>	<b>100%</b>	<b>5,460</b>	<b>100%</b>
<b>South Elevation</b>										
Materials	SF	%	SF	%	SF	%	SF	%	SF	%
Glazing/Opening	247	24.95%	385	18.30%	35	3.54%	61	2.90%	728	11.76%
<b>Total Façade</b>	<b>990</b>	<b>25%</b>	<b>2,104</b>	<b>18%</b>	<b>990</b>	<b>4%</b>	<b>2,104</b>	<b>3%</b>	<b>6,188</b>	<b>12%</b>

BR - BRICK "ONYX"      CM - METAL (REMOVED)      BR - BRICK "SLATE GRAY"



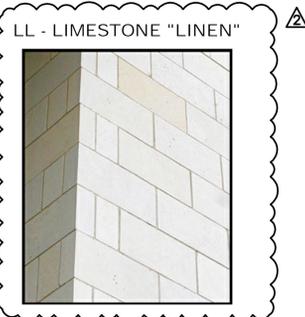
CN - ALUM CANOPY WHITE      UN - UNDERSCORE YELLOW      AL - ALUMINUM BATTENS      AP - APOLIC METAL PANELS



2 REAR ELEVATION - SOUTH  
A2.1 1/4" = 1'-0"

KEY NOTES:

- AL ALUMINUM BATTEN SYSTEM  
MFR: B+N INDUSTRIES  
SIZE: 2"x2" PROFILE  
COLOR: WOOD GRAIN, BACKRAIL UNFINISHED, ENDCAP PAINTED TO MATCH SUBSTRATE; 1/2" EXTERIOR HIGH DENSITY OVERLAY (HDO) PLYWOOD, BB GROUP 1, HDO BOTH FACES, APAP TRADEMARKED, COURSE GRIT SAND SURFACES PRIOR TO PRIMING. PRIME AN DRAINT BOTH SIDES AND ALL EDGES.
- AP ALPOLIC METAL PANEL (COLOR: RAL 7022)
- BR MODULAR FACE BRICK COLOR:  
B1 = "SLATE GRAY" SMOOTH BY HEBRON BRICK COMPANY  
B2 = "ONYX" SMOOTH BY HEBRON BRICK COMPANY  
(GROUT TO MATCH BRICK COLOR AS MUCH AS POSSIBLE)
- C1 ALUMINUM CANOPY SYSTEM W/FASCIA  
COLOR: WHITE
- C2 ALUMINUM CANOPY SYSTEM  
COLOR: RAL 7022
- C3 ALUMINUM CANOPY TIEBACK  
COLOR: RAL 7022  
GC TO PROVIDE CONTINUOUS BLOCKING ON WALL BEHIND TIEBACKS, WHEN TIEBACKS ARE INSTALLED ON METAL PANELING. SEE DETAIL 3/A5.0
- D HOLLOW METAL DOOR  
PAINT: "GAUNTLET GREY" SW7019 BY SHERWIN WILLIAMS
- DE DECAL BY GRAPHICS SUPPLIER  
SURFACE APPLIED, FIELD INSTALLED, PRE CUT, PRE SPACED. SUPPLIERS:  
VOMELA (865) 330-7337, ann.bowen@vomela.com  
GFX INTERNATIONAL (847) 543-4600, mcdonaldsdecor@gfx.com
- W1 EXTERIOR WINDOW ASSEMBLY - TEMPERED GLASS  
COLOR: EXTRA DARK BRONZE
- W2 DRIVE-THRU WINDOW BY READY ACCESS  
MODEL: 600 SERIES, 36" SERVICE HEIGHT WITH TRANSOM, MANUAL OPEN, ELECTRONIC RELEASE  
COLOR: DEEP BRONZE  
SLIDE DIRECTION: RL = RIGHT TO LEFT  
LR = LEFT TO RIGHT
- LL LIMESTONE BY SALADO LIMESTONE (ARCHITECTURAL CUT)  
COLOR: LINEN (RUNNING BOND) SIZE: 8"x16"x4"  
LIMESTONE TO HAVE 1/4" RAKED MORTAR JOINTS (MORTAR COLORS TO BE LIGHT GRAY/IVORY)  
SUBMIT TO ARCHITECT FOR APPROVAL
- EJ EXPANSION JOINT, SEE DETAIL 7/A4.1
- FB CO2 = CO2 = BULK CO2 FILL BOX (EQPM SCHEDULE ITEM 49.00)  
BO = BULK OIL FILL BOX (EQPM SCHEDULE ITEM 700.18)
- GR GUARD RAIL - SEE SITE PLAN FOR EXACT LOCATION AND LENGTH  
GUARD RAIL TO BE 1.5" STAINLESS STEEL
- L1 RECESSED DOWN LIGHT FIXTURE - SEE ELECTRICAL  
COLOR: GOLD
- L2 RADIAL SCONCE LIGHT FIXTURE - SEE ELECTRICAL  
C1 - COLOR:  
C1 = WHITE  
C2 = PLATINUM SILVER
- LE ACCENT LIGHTING - SEE ELECTRICAL  
L1 - LED LIGHT:  
L1 = SLIM LED (DOWN ONLY)  
L2 = INTEGRAL CANOPY FIXTURE  
L3 = UP ONLY FLOOD FIXTURE
- MF METAL FASCIA  
C1 - TYPE:  
1 = PRE-FAB ANCHOR-TITE FASCIA  
2 = BOTTOM TRIM AT METAL REVEAL PANEL  
3 = VERTICAL TRIM AT METAL REVEAL PANEL CORNERS, CLOSURES  
COLOR:  
C1 = WEATHERED ZINC  
C2 = RAL 7022
- PB PIPE BOLLARD - PAINTED YELLOW
- PT (RMHC) COIN COLLECTOR  
MODEL: #MPT STD  
CALL 1-888-743-7435 TO ORDER
- RO ROOF DRAIN OVERFLOW PIPE PAINT TO MATCH SURROUNDING MATERIAL
- S McDONALD'S SIGNAGE BY OTHERS - UNDER SEPARATE PERMIT.  
C1 - COLOR:  
C1 = WEATHERED ZINC RACEWAY  
C2 = RAL 7022 RACEWAY
- TL TRU EXTERIOR 1"x6" TRIM, PAINTED ON SITE  
COLOR: "IRON ORE" SW 7069 BY SHERWIN WILLIAMS
- UN METAL UNDERSCORE  
COLOR: GOLD



PREPARED FOR: McDonald's USA, LLC

2023 STANDARD BUILDING - BB20

4597 - WOOD/WOOD

DESCRIPTION: WOOD BEARING WALLS W/4" BRICK VENEER  
WOOD ROOF TRUSS FRAMING  
STUCCO/BATTEN/BRICK EXTERIOR FINISH

JAW 23-0004

A2.1 ELEVATIONS

DATE: 04/28/2023

REVIEWED BY: JAW

STD ISSUE DATE: 2023

DRAWN BY: JAW

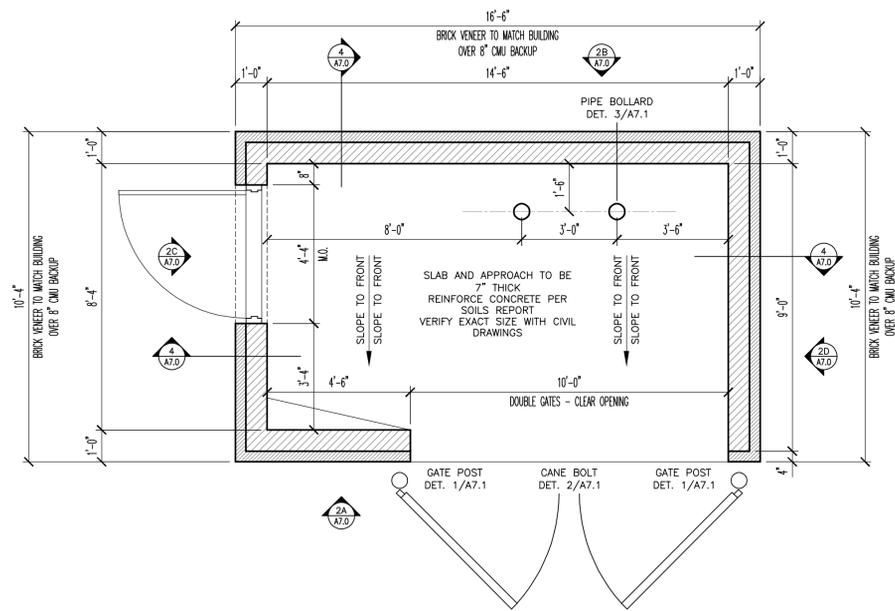
PREPARED BY: JAW

REV. DATE. DESCRIPTION

1 07/24/23 CITY/SHP COMMENTS

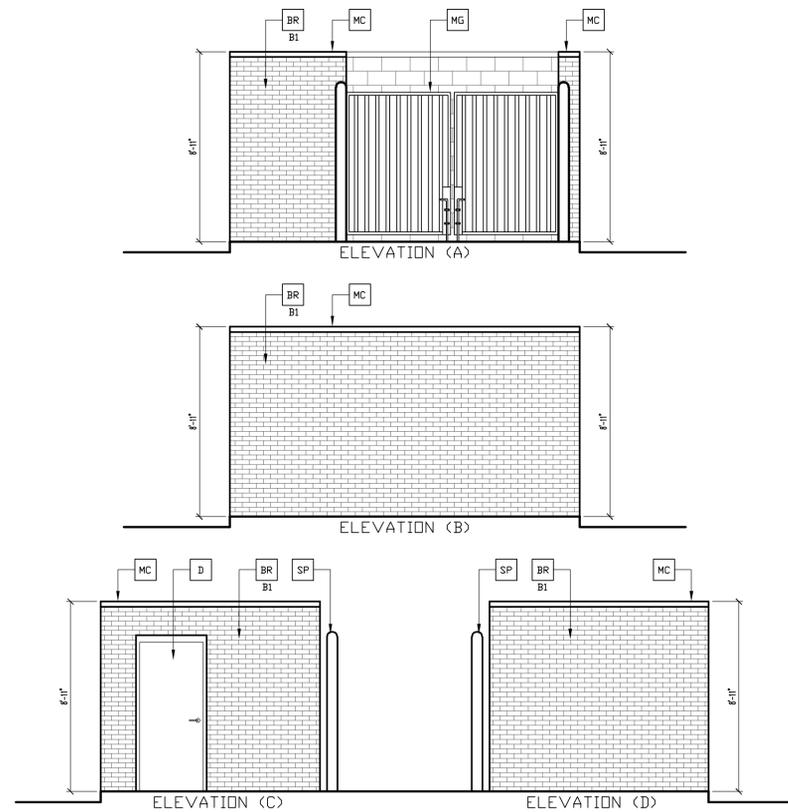
2 08/28/23 CITY/SHP COMMENTS

REGISTERED ARCHITECT  
JAW ARCHITECTS, INC.  
1926  
STATE OF TEXAS  
JAW Architects, Inc.  
Phone: 817.795.3397  
Email: jay@jawa.com

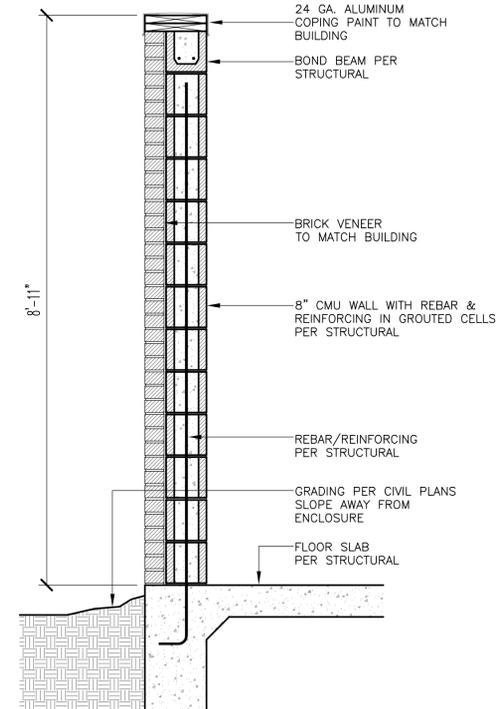


"EXHIBIT D"

1 DUMPSTER ENCLOSURE PLAN SCALE 3/8"=1'-0"



2 DUMPSTER ELEVATIONS SCALE 1/4"=1'-0"



4 WALL SECTION DETAIL SCALE 3/4"=1'-0"

**KEY NOTES:**

- BR MODULAR FACE BRICK
- B1 - COLOR: "SLATE GRAY" SMOOTH BY HEBRON BRICK COMPANY
- D HOLLOW METAL DOOR PAINT: "GAUNTLET GREY" SW7019 BY SHERWIN WILLIAMS
- MC 24 GAUGE ALUMINUM COPING OVER CMU ENCLOSURE WALLS COLOR TO MATCH "MF"
- SP STEEL CONCRETE FILLED POST PAINT TO MATCH BUILDING TRIM COLOR
- MG METAL DUMPSTER ENCLOSURE ENTRY GATES, REF DETAILS AND NOTES.

**GENERAL NOTES:**

- GENERAL CONTRACTOR TO PROVIDE 6 INCHES OF EXPOSED GRADE BREAMS AROUND THE STORAGE BUILDING WITH THE EXCEPTION OF THE DOOR LOCATION, COORDINATE WITH THE CIVIL GRADING PLANS.
- 5/8" PUDDLE WELD B/N DECK & ALL ANGLE TYPICAL IN EACH DECK FLUTE, PROVIDE #12 SCREWS @ 6" O.C. AT ALL DECK SIDE LAPS.
- GENERAL CONTRACTOR TO SUPPLY AND INSTALL CORRUGATED METAL GATES (16 GAUGE) F-DECKING, ALL METAL TO BE PRIMED AND PAINTED TO MATCH THE BUILDING TRIM COLOR, VERIFY WITH ACM.
- PROVIDE A 12"x12" LOUVER VENT IN HOLLOW METAL DOOR, SEE ELEVATIONS.

REV	DATE	DESCRIPTION
1	07/17/23	CITY COMMENTS

PREPARED BY: JAW

REGISTERED ARCHITECT  
SHERWIN WILLIAMS  
STATE OF TEXAS  
1926  
JAW Architects, Inc.  
Phone: 817.759.3397  
Email: jay@jawa-arch.com

PREPARED FOR: McDonald's USA, LLC

© 2023 McDonald's USA, LLC

These drawings and specifications are the confidential and proprietary property of McDonald's USA, LLC and shall not be copied or reproduced without written authorization. The contract documents were prepared in accordance with the contract documents for the project and are not suitable for use on a different site or at a later time. Use of these drawings for reference or example on another project requires the contract documents for reuse on another project is not authorized.

DRAWN BY: JAW  
STD ISSUE DATE: 2023  
REVIEWED BY: JAW  
DATE ISSUED: 04/28/2023

TITLE: 2022 STANDARD BUILDING - BB20  
DESCRIPTION: 4597 - WOOD/WOOD  
WOOD BEARING WALLS W/4" BRICK VENEER  
WOOD ROOF TRUSS FRAMING  
STUCCO/BATTEEN/BRICK EXTERIOR FINISH

SITE ID: 042-3391  
SITE ADDRESS: LOT 5 - SEC OF DALLAS PKWY & FRONTIER PKWY, PROSPER TX

JAWA 23-0004  
**A7.0**



## PLANNING

**To: Mayor and Town Council**

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

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

**Re: Development Agreement McDonald's**

**Town Council Meeting – November 28, 2023**

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

**Agenda Item:**

Consider and act upon authorizing the Town Manager to execute a Development Agreement between DNT Frontier LP and the Town of Prosper relative to McDonald's.

**Description of Agenda Item:**

On October 24, 2023, the Town Council approved the proposed rezoning request. A Development Agreement has been prepared accordingly.

**Budget Impact:**

There is no budgetary impact affiliated with this item.

**Legal Obligations and Review:**

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

**Attached Documents:**

1. Development Agreement

**Town Staff Recommendation:**

Town Staff recommends that the Town Council authorize the Town Manager to execute a Development Agreement between DNT Frontier LP and the Town of Prosper relative to McDonald's.

**Proposed Motion:**

I move to authorize/not authorize the Town Manager to execute a Development Agreement between DNT Frontier LP and the Town of Prosper relative to McDonald's.

## DEVELOPMENT AGREEMENT

**THIS DEVELOPMENT AGREEMENT** (“Agreement”) is entered into by and between the Town of Prosper, Texas (“Town”), and DNT Frontier LP, a Texas limited partnership (“Developer”) (individually, a “Party” and collectively, the “Parties”) to be effective (the “Effective Date”) on the latest date executed by a Party.

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

**WHEREAS**, Developer is developing in the Town a McDonalds restaurant/drive through on an approximate 1.542-acre tract of land generally located south of Frontier Parkway and east of the Dallas North Tollway in the Town (the “Property”), and a legal description and depiction of the Property is attached hereto as Exhibit A and incorporated by reference; and

**WHEREAS**, the foregoing Property was rezoned by the Town Council on or about October 24, 2023, when the Town Council approved a Specific Use Permit to Planned Development 69 for the Property, and this Agreement seeks to incorporate, in part, the negotiated and agreed upon development standards contained in the underlying zoning ordinance, as may be amended, and/or this Development Agreement, to recognize Developer’s reasonable investment-backed expectations in the Development, as may be amended, and as more fully described herein.

**NOW, THEREFORE**, in consideration of the foregoing premises, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Parties to this Agreement agree as follows:

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

**2. Maintenance of Landscape Areas.**

A. Developer agrees to maintain all Landscape Areas (including all vegetation) on the Property, as referenced and/or depicted in the applicable zoning ordinance, as amended, free of weeds, tall grass, rubbish, brush and other objectionable, unsightly or unsanitary matter, as defined in Article 6.03 of Chapter 6 of the Town’s Code of Ordinances, as amended. Further, Developer agrees that landscape maintenance obligations referenced herein include mulching of Landscape Areas, prompt replacement

of dead or dying vegetation with new vegetation, mowing of Landscape Areas, where required, and other routine and regular maintenance of plants and other vegetation.

B. In the event that any Landscape Area or plants or vegetation is/are not properly maintained in accordance with this Agreement, the Town may give written notice to Developer of such failure to maintain and Developer shall promptly address such failure, taking into account the type(s) and species of such plants and vegetation and applicable planting cycles of same. After such notice, and Developer's failure to address same, Developer agrees and acknowledges that the Town shall have the right to go onto Developer's property and replace, replant or otherwise address such failure to maintain any Landscape Area or plants or vegetation, with an invoice of costs incurred by the Town being promptly provided by the Town to Developer. In the event Developer does not pay such invoice within thirty (30) days of receipt by Developer, the Town may file a lien on the Property for the costs it incurred for the work done, including a reasonable administrative fee. Any failure to maintain any Landscape Area, plants or vegetation shall not be considered a default in accordance with Paragraph 7 of this Agreement, shall not be subject to the mediation requirement contained in Paragraph 16 and any obligations referenced in said Paragraphs shall not be applicable to this Paragraph 2.

C. Notwithstanding any provision in this Paragraph to the contrary, the Town specifically reserves the right to take enforcement action and/or file a complaint against Developer in the Town's municipal court (or other appropriate forum) relative to weeds, tall grass, rubbish, brush and other objectionable, unsightly or unsanitary matter on the Property, in accordance with Article 6.03 of Chapter 6 of the Town's Code of Ordinances, as amended.

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

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

**5. Rough Proportionality.** Developer hereby agrees that any land or property donated and/or dedicated to the Town pursuant to this Agreement, whether in fee simple or otherwise, including any easements (as may be reflected in any Final Plat), relative to any development on the Property is roughly proportional to the need for such land and Developer hereby waives any claim therefor that it may have. Developer further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to said donation are related both in nature and extent to the impact of the development referenced herein.

Both Developer and the Town further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the provision of roadway services to the Property.

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

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

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

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

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

If to Developer:         DNT Frontier LP  
                                  4303 W. Lovers Lane, Suite 200  
                                  Dallas, Texas 75209  
                                  Attention: David Fogel

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

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

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

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

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

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

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

**17. Notification of Sale or Transfer; Assignment of Agreement.** Except with respect to a sale or transfer to a related entity of Developer, Developer shall notify the Town in writing of any sale or transfer of all or any portion of the Property, within ten (10) business days of such sale or transfer. Developer has the right (from time to time without the consent of the Town, but upon written notice to the Town) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Developer under this Agreement, to any person or entity (an "Assignee") that is or will become an Developer of any portion of the Property or that is an entity that is controlled by or under common control with Developer. Each assignment shall be in writing executed by Developer and the Assignee and shall obligate the Assignee to be bound by this Agreement. Except with respect to a sale or transfer to a related entity of Developer, a copy of each assignment shall be provided to the Town within ten (10) business days after execution. Provided that the successor Developer assumes the liabilities, responsibilities, and obligations of the assignor under this Agreement and/or the building has been constructed on the Property as provided in this Agreement, the assigning party will be released from any rights and obligations under this Agreement as to the Property that is the subject of such assignment, effective upon such transfer. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment. Developer shall maintain true and correct copies of all assignments made by Developer to Assignees, including a copy of each executed assignment and the Assignee's Notice information.

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

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

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

21. **Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original.

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

23. **Miscellaneous Drafting Provisions.** This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply.

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

**TOWN:**

**THE TOWN OF PROSPER, TEXAS**

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

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

This instrument was acknowledged before me on the \_\_\_ day of August, 2022, by Mario Canizares, Town Manager of the Town of Prosper, Texas, on behalf of the Town of Prosper, Texas.

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

**DEVELOPER:**

**DNT FRONTIER LP**, a Texas limited partnership

By: \_\_\_\_\_

Name: David Fogel

Title: \_\_\_\_\_

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

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2023, by David Fogel in his capacity as \_\_\_\_\_ of DNT Frontier LP, a Texas limited partnership, known to be the person whose name is subscribed to the foregoing instrument, and that he executed the same on behalf of and as the act of Developer.

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

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

**EXHIBIT B**  
**(Building Materials/Elevations)**



## PLANNING

**To:** Mayor and Town Council

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

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

**Re:** Rezoning Ordinance for 209 East Fifth Street

Town Council Meeting – November 28, 2023

**Strategic Visioning Priority: 2. Development of Downtown as Destination**

**Agenda Item:**

Consider and act upon an ordinance to rezone 0.3± acres from Single Family-15 (SF-15) to Downtown Single Family (DTSF), for Hillside Addition, Block 2, Lot 4, located north of East Fifth Street and west of North Church Street. (ZONE-23-0018)

**Description of Agenda Item:**

On October 24, 2023, the Town Council approved the proposed rezoning request, by a vote of 7-0.

An ordinance has been prepared accordingly. The Development Agreement between the Town of Prosper and Christopher & Jennifer Richter, is also on the November 28, 2023, Town Council agenda for consideration.

**Budget Impact:**

There is no budgetary impact affiliated with this item.

**Legal Obligations and Review:**

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

**Attached Documents:**

1. Ordinance
2. Ordinance Exhibit

**Town Staff Recommendation:**

Town Staff recommends approval of an ordinance to rezone 0.3± acres from Single Family-15 (SF-15) to Downtown Single Family (DTSF), for Hillside Addition, Block 2, Lot 4, located north of East Fifth Street and west of North Church Street.

**Proposed Motion:**

I move to approve/deny an ordinance to rezone 0.3± acres from Single Family-15 (SF-15) to Downtown Single Family (DTSF), for Hillside Addition, Block 2, Lot 4, located north of East Fifth Street and west of North Church Street.

## TOWN OF PROSPER, TEXAS

## ORDINANCE NO. 2023-\_\_

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROPSPER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A TRACT OF LAND CONSISTING OF 0.3 ACRES, MORE OR LESS, SITUATED IN THE HILLSIDE ADDITION, BLOCK 2, LOT 4, IN THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS, FROM SINGLE FAMILY-15 (SF-15) TO DOWNTOWN SINGLE FAMILY (DTSF), DESCRIBING THE TRACT TO BE REZONED; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVING AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.**

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

**WHEREAS**, the Town of Prosper, Texas ("Prosper") has received a request (Case ZONE-23-0018) from Christopher and Jennifer Richter ("Applicant"), to rezone 0.3 acres of land, more or less, Hillside Addition, Block 2, Lot 4, in the Town of Prosper, Denton County, Texas, and being more particularly described in Exhibit "A," attached hereto and incorporated herein for all purposes: and

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

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

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

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

### **SECTION 1**

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

### **SECTION 2**

Amendment to the Town's Zoning Ordinance. The Town's Zoning Ordinance is amended as follows: The zoning designation of the below described property containing 0.3 acres of land, more or less, in the Hillside Addition, Block 2, Lot 4, Town of Prosper, Collin County, Texas, and all streets, roads, and alleyways contiguous and/or adjacent thereto are hereby zoned as Downtown Single Family and being more particularly described in Exhibit "A", attached hereto and incorporated herein for all purposes as if set forth verbatim.

The development plans, standards, and uses for the Property shall comply fully with the requirements of all ordinances, rules, and regulations of the Town of Prosper as they currently exist or may be amended, subject to the following condition of approval by the Town Council:

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

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

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

### **SECTION 3**

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

### **SECTION 4**

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

### **SECTION 5**

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

### **SECTION 6**

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

**SECTION 7**

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

**SECTION 8**

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

**DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 28TH DAY OF NOVEMBER 2023.**

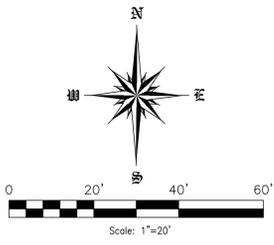
\_\_\_\_\_  
David F. Bristol, Mayor

**ATTEST:**

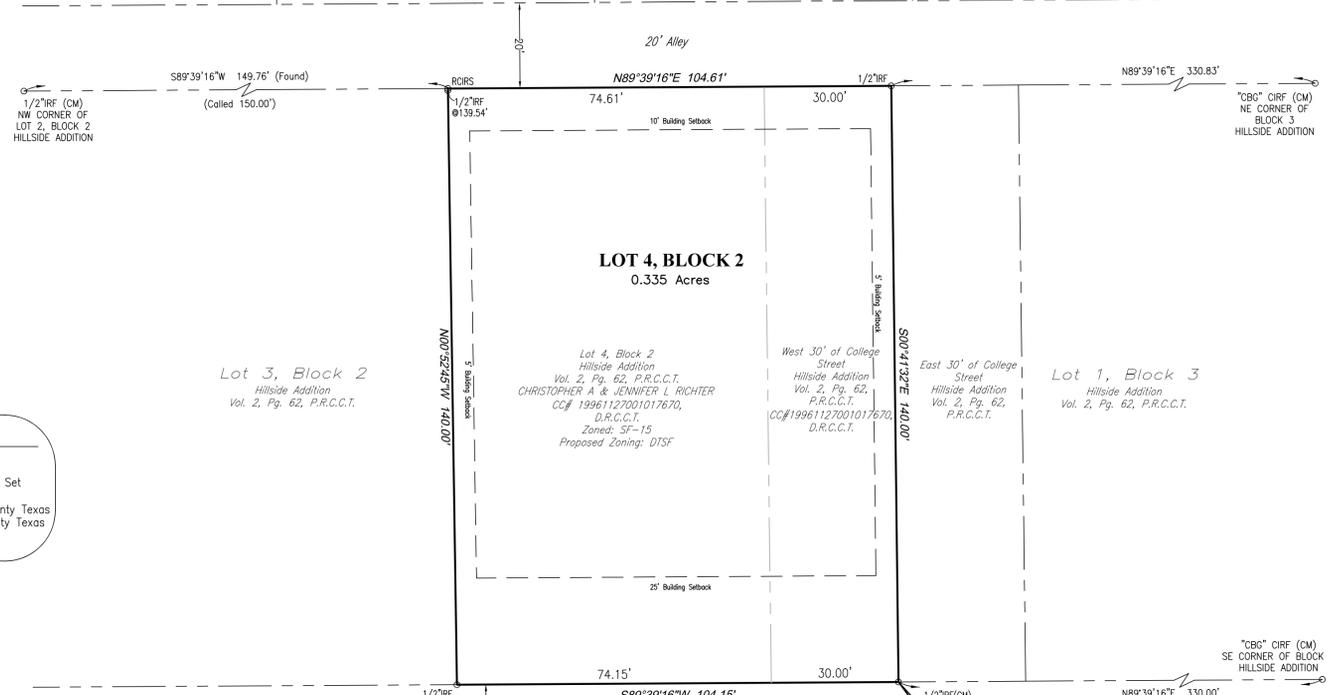
\_\_\_\_\_  
Michelle Lewis Sirianni, Town Secretary

**APPROVED AS TO FORM AND LEGALITY:**

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

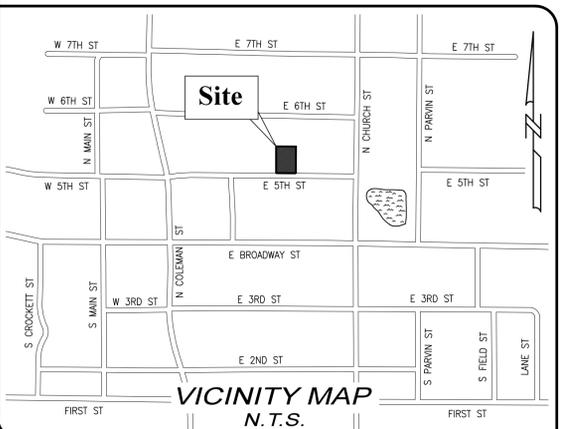


Lot 8, Block 2 Prosper Central Addition Vol. C, Pg. 643, P.R.C.C.T.
Lot 9, Block 2 Prosper Central Addition Vol. C, Pg. 643, P.R.C.C.T.
Lot 10, Block 2 Prosper Central Addition Vol. C, Pg. 643, P.R.C.C.T.
Lot 11, Block 2 Prosper Central Addition Vol. C, Pg. 643, P.R.C.C.T.



Legend table with symbols for IRF (Iron Rod Found), RCIRS (Roome Capped Iron Rod Set), CIRF (Capped Iron Rod Found), DRCCCT (Deed Records Collin County Texas), PRCCCT (Plat Records Collin County Texas), and CM (Controlling Monument).

NOTICE: Selling a portion of this addition by metes and bounds is a violation of town ordinance and state law and is subject to fines and withholding of utilities and building permits.



NOTES: (1) CM is controlling monument; (2) No part of the subject property is shown to lie within a Special Flood Hazard Area inundated by 100-year flood per Map No. 48085C0235J of the F.E.M.A. Flood Insurance Rate Maps for Collin County, Texas and Incorporated Areas, dated June 2, 2009 (Zone X); (3) Bearings based on Texas State Plane Coordinate System NAD83, Texas North Central Zone 4202; (4) This plat has been performed without the benefit of a title commitment. Subject property is affected by any or all easements of record. Surveyor did not abstract or research records for easements. (5) The southwest corner of the John R. Tunney Survey, Abstract No. 916 is located approximately 1,457.42 feet north and 840.19 feet west from the POINT OF BEGINNING. (information based on Collin County Appraisal District Maps) (6) This plat is subject to the additional residential zoning standards outlined in Ordinance 15-55

OWNER'S DEDICATION

NOW, THEREFORE, KNOWN ALL MEN BY THESE PRESENTS: THAT, Christopher A. Richter & Jennifer L. Richter acting herein by and through its duly authorized officers, does hereby certify and adopt this Amended Plat designating the herein above described property as Hillside Addition Lot 4, Block 2, an addition to the Town of Prosper, and does hereby dedicate to the public use forever, the streets and alleys shown thereon. Christopher A. Richter & Jennifer L. Richter do hereby certify the following: 1. The streets and alleys are dedicated for street and alley purposes. 2. All public improvements and dedications shall be free and clear of all debt, liens, and/or encumbrances. 3. The easements and public use areas, as shown are dedicated for the public use forever for the purposes indicated on this plat. 4. No building, fences, trees, shrubs, or other improvements or growth shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements if approved by the Town of Prosper. 5. The Town of Prosper is not responsible for replacing any improvements in, under, or over any easements caused by maintenance or repair. 6. Utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by the public utilities being subordinate to the public's and Town of Prosper's use thereof. 7. The Town of Prosper and public utilities shall have the right to remove and keep removed all or part of any building, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in the easements. 8. The Town of Prosper and public utilities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity of any time procuring permission from anyone. 9. All modifications to this document shall be by means of plat and approved by the Town of Prosper.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the Town of Prosper, Texas.

WITNESS, my hand, this \_\_\_\_ day of \_\_\_\_\_, 2023. BY:

Christopher A. Richter (Owner) Jennifer L. Richter (Owner)

STATE OF TEXAS § COUNTY OF COLLIN §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Christopher A. Richter, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_ day of \_\_\_\_\_, 2023.

Notary Public in and for The State of Texas

STATE OF TEXAS § COUNTY OF COLLIN §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Jennifer L. Richter, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_ day of \_\_\_\_\_, 2023.

Notary Public in and for The State of Texas

CERTIFICATE OF APPROVAL. Approved this \_\_\_\_ day of \_\_\_\_\_, 202\_\_ by the Director of Development Services of the Town of Prosper, Texas. Includes lines for Town Secretary, Engineering Department, and Development Services Department.

OWNER'S CERTIFICATE

STATE OF TEXAS § COUNTY OF COLLIN §

WHEREAS, Christopher A. Richter & Jennifer L. Richter are the owners of a tract of land situated in the State of Texas, County of Collin, Town of Prosper, being part of Collin County School Land Survey, Abstract No. 147, being all of Lot 4, Block 2 of Hillside Addition and being the western 30 feet of College Street as recorded in Volume 2, Page 62 of the Plat Records of Collin County, Texas, also being described under Clerk's File No. 19961127001017670 of the Deed Records of Collin County, Texas, with said premises being more particularly described as follows:

BEGINNING at a 1/2" iron rod found in the north right-of-way line of E Fifth Street (60' right-of-way), marking the southeast corner of the west 30 feet of College Street and the southeast corner of the herein described premises, from which a "CBG" capped iron rod found for reference bears North 89°39'16" East, 330.00 feet, said capped iron rod found marking the southeast corner of Block 3 of said Hillside Addition;

THENCE passing through College Street, the north right-of-way line of E Fifth Street, the south line of Lot 4 and the south line of said premises, South 89°39'16" West, 104.15 feet to a 1/2" iron rod found marking the southeast corner of Lot 3, Block 2 of said Hillside Addition, the southwest corner of Lot 4 and said premises;

THENCE with the east line of Lot 3 and the west line of Lot 4, North 00°52'45" West, passing at 139.54 feet a 1/2" iron rod found and continuing for a total distance of 140.00 feet to a Roome capped iron rod set in the south line of a 20 foot alley, marking the northeast corner of Lot 3, the northwest corner of Lot 4 and said premises, from which a 1/2" iron rod found for reference bears South 89°39'16" West, 149.76 feet, said 1/2" iron rod being the northwest corner of Lot 2, Block 2 of said Hillside Addition;

THENCE with the south line of said 20 foot alley, the north line of Lot 4, the north line of College Street and said premises, North 89°39'16" East, 104.61 feet to a 1/2" iron rod found marking the northeast corner of the west 30 feet of College Street and the northeast corner of said premises, from which a "CBG" capped iron rod found for reference bears North 89°39'16" East, 330.83 feet, said capped iron rod found marking the northeast corner of Block 3 of said Hillside Addition;

THENCE crossing through College Street and with the east line of said premises, South 00°41'32" East, 140.00 feet to the place of beginning and containing 0.335 acres of land.

SURVEYOR'S CERTIFICATE

STATE OF TEXAS § COUNTY OF COLLIN §

Known All Men By These Presents: THAT I, F.E. Bemenderfer, Jr., do hereby certify that I prepared this plat and the field notes made a part thereof from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the Subdivision Regulation of the Town of Prosper, Texas. Dated this \_\_\_\_ day of \_\_\_\_\_, 2023.

Not For Recording

F.E. Bemenderfer, Jr. R.P.L.S. No. 4051



ACKNOWLEDGEMENT

STATE OF TEXAS § COUNTY OF COLLIN §

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared F.E. Bemenderfer, Jr., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_ day of \_\_\_\_\_, 2023.

Notary Public in and for The State of Texas

Case No. ZONE-23-0018 Hillside Addition Lot 4, Block 2 0.335 Acres Collin County School Land Survey, Abstract No. 147 Town of Prosper, Collin County, Texas May 2023

Owner: Christopher A. Richter & Jennifer L. Richter 209 E 5th St Prosper, Tx 75078 (972) 624-9862 Attn: Jennifer Richter email: mmijer@gmail.com
Surveyor: Roome Land Surveying 2000 Ave G, Suite 810 Plano, Tx 75074 (972) 423-4372 Attn: Fred Bemenderfer email: fredb@roomeinc.com

Roome Land Surveying logo and contact information: 2000 Avenue G, Suite 810 Plano, Texas 75074 Phone (972) 423-4372 / Fax (972) 423-7523 www.roomesurveying.com / Firm No. 10013104



## PLANNING

**To: Mayor and Town Council**

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

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

**Re: Development Agreement 209 East Fifth Street**

**Town Council Meeting – November 28, 2023**

**Strategic Visioning Priority: 2. Development of Downtown as Destination**

**Agenda Item:**

Consider and act upon authorizing the Town Manager to execute a Development Agreement between Christopher & Jennifer Richter and the Town of Prosper relative to 209 East Fifth Street.

**Description of Agenda Item:**

On October 24, 2023, the Town Council approved the proposed rezoning request. A Development Agreement has been prepared accordingly.

**Budget Impact:**

There is no budgetary impact affiliated with this item.

**Legal Obligations and Review:**

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

**Attached Documents:**

1. Development Agreement

**Town Staff Recommendation:**

Town Staff recommends that the Town Council authorize the Town Manager to execute a Development Agreement between Christopher & Jennifer Richter and the Town of Prosper relative to 209 East Fifth Street.

**Proposed Motion:**

I move to authorize/not authorize the Town Manager to execute a Development Agreement between Christopher & Jennifer Richter and the Town of Prosper relative to 209 East Fifth Street.

## DEVELOPMENT AGREEMENT

**THIS DEVELOPMENT AGREEMENT** (“Agreement”) is entered into by and between the Town of Prosper, Texas (“Town”), and Christopher and Jennifer Richter (“Owners”) (collectively, the “Parties”) to be effective (the “Effective Date”) on the latest date executed by a Party.

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

**WHEREAS**, Owners are desiring to construct a new single-family residence on property they own, an approximate 0.335-acre tract of land with a street address of 209 E. Fifth Street in the Town (the “Property”), and a legal description of the Property is attached hereto as Exhibit A and incorporated by reference; and

**WHEREAS**, the foregoing Property was rezoned by the Town Council on or about October 24, 2023, when the Town Council rezoned the Property to Downtown Single-Family, and this Agreement seeks to incorporate, in part, the negotiated and agreed upon development standards contained in the underlying zoning ordinance, as may be amended, and/or this Development Agreement, to recognize Owners’ reasonable investment-backed expectations in the Property, and as more fully described herein.

**NOW, THEREFORE**, in consideration of the foregoing premises, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Parties to this Agreement agree as follows:

**1. Development Standards.** For any structure built on the Property following the Effective Date, it shall (i) substantially comply with the elevation depicted in Exhibit B, “Elevation,” and (ii) comply with the building materials list, contained in Exhibit C, “Building Materials List,” both of which exhibits are attached hereto and incorporated herein. The Parties agree and acknowledge that the provisions of this Paragraph shall apply to any structure constructed subsequent to the execution of this Agreement, and that no more than one (1) single-family residential structure shall be constructed on the Property. Nothing in this Agreement shall be deemed to modify or otherwise amend any zoning regulation duly adopted by the Town, previously or in the future.

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

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

4. **Rough Proportionality.** Owners hereby agree that any land or property donated and/or dedicated to the Town pursuant to this Agreement, whether in fee simple or otherwise, including any easements (as may be reflected in any Final Plat), relative to any development on the Property is roughly proportional to the need for such land and Owners hereby waives any claim therefor that it may have. Owners further acknowledge and agree that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to said donation are related both in nature and extent to the impact of the development referenced herein. Both Owners and the Town further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the provision of roadway services to the Property.

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

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

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

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

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

If to Owners:            Christopher and Jennifer Richter  
                                  209 E. Fifth Street  
                                  Prosper, Texas 75078

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

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

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

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

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

that the individuals executing this Agreement on behalf of Owners have full authority to execute this Agreement and bind Owners to the same. The Town Council hereby authorizes the Town Manager of the Town to execute this Agreement on behalf of the Town.

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

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

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

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

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

**19. Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original.

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

**21. Miscellaneous Drafting Provisions.** This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply.

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

**TOWN:**

**THE TOWN OF PROSPER, TEXAS**

By: \_\_\_\_\_

Name: Mario Canizares

Title: Town Manager

**STATE OF TEXAS            )**

**)**

**COUNTY OF COLLIN        )**

This instrument was acknowledged before me on the \_\_\_\_ day of November, 2023, by Mario Canizares, Town Manager of the Town of Prosper, Texas, on behalf of the Town of Prosper, Texas.

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

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

**OWNERS:**

**CHRISTOPHER RICHTER**

By: \_\_\_\_\_

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

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 2023, by Christopher Richter, known to be the person whose name is subscribed to the foregoing instrument, and that he executed the same on behalf of and as the act of Owners.

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

**JENNIFER RICHTER**

By: \_\_\_\_\_

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

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 2023, by Jennifer Richter, known to be the person whose name is subscribed to the foregoing instrument, and that she executed the same on behalf of and as the act of Owners.

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

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

**EXHIBIT B**  
**(Elevation)**

**EXHIBIT C**  
**(Building Materials List)**



## PLANNING

**To: Mayor and Town Council**

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

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

**Re: Notice of Appeals**

**Town Council Meeting – November 28, 2023**

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

**Agenda Item:**

Consider and act upon whether to direct staff to submit a written notice of appeals on behalf of the Town Council to the Development Services Department, pursuant to Chapter 4, Section 1.5(C)(7) and 1.6(B)(7) of the Town's Zoning Ordinance, regarding action taken by the Planning & Zoning Commission on any Site Plans including Frontier South Retail 1, Gates of Prosper Park, St. Martin de Porres, and Lighthouse Church.

**Description of Agenda Item:**

Attached are the Site Plans that were acted on by the Planning & Zoning Commission at their meeting on November 7, 2023. Per the Zoning Ordinance, the Town Council can direct staff to submit a written notice of appeal on behalf of the Town Council to the Development Services Department for any Site Plans and Preliminary Site Plans acted on by the Planning & Zoning Commission.

**Budget Impact:**

There is no budgetary impact affiliated with this item.

**Attached Documents:**

1. DEVAPP-23-0091 – Frontier South Retail 1 (Approved 7-0)
2. DEVAPP-23-0123 – Gates of Prosper Park (Approved 7-0)
3. DEVAPP-23-0170 – St. Martin de Porres (Approved 7-0)
4. DEVAPP-23-0173 – Lighthouse Church (Approved 7-0)

**Town Staff Recommendation:**

Town Staff recommends the Town Council take no action on this item.

**Proposed Motion:**

N/A



Know what's below. Call before you dig.

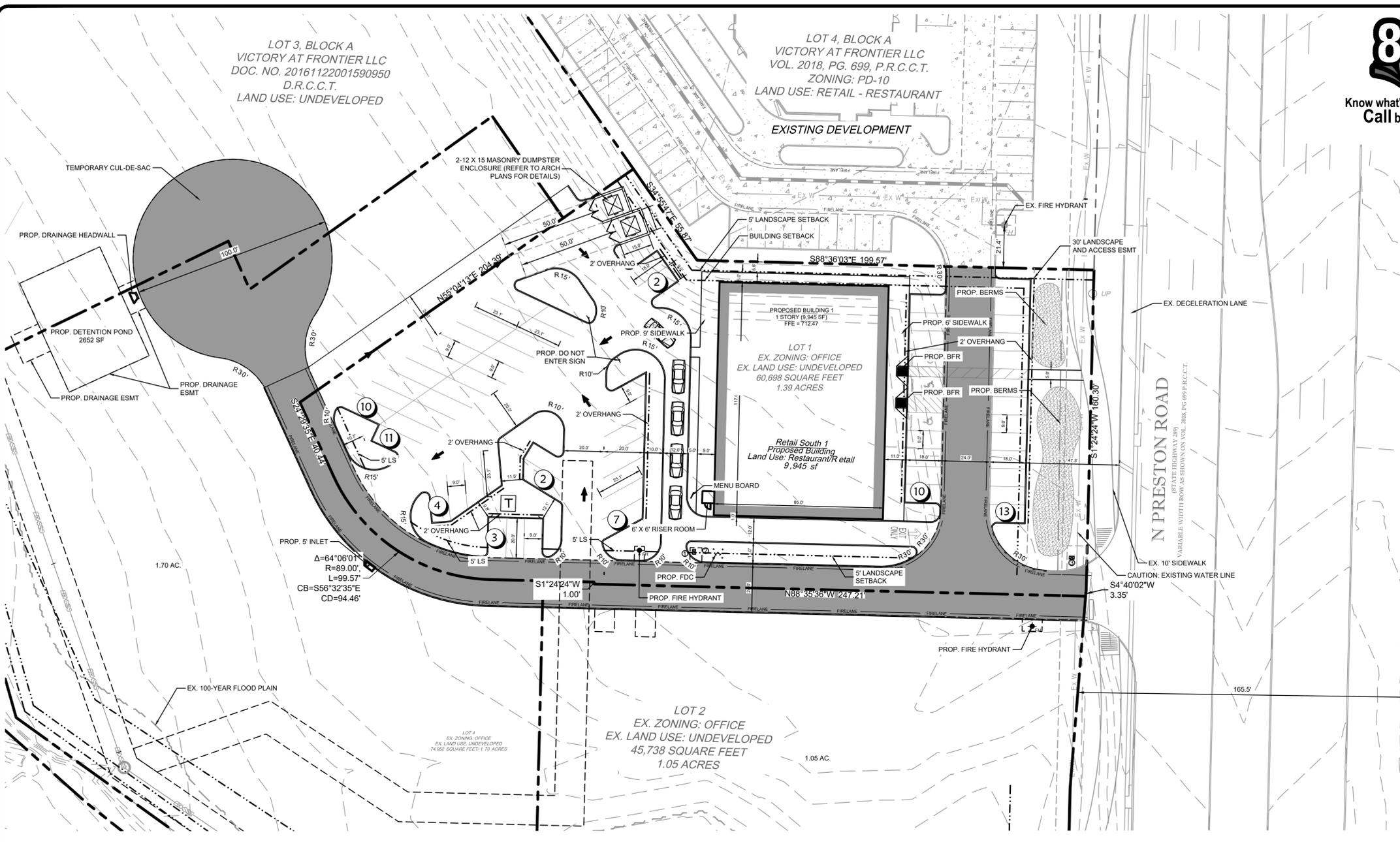
SITE BENCHMARKS table with 2 entries: BM NO. 1 and BM NO. 2, detailing concrete storm sewer inlet and natural ground set locations.

LEGEND table defining symbols for fire lane striping, fire hydrants, manholes, curbs, inlets, routes, parking counts, retaining walls, and property boundaries.

WATER METER SCHEDULE table with 3 entries: 1" meter (domestic), 6" DCCD (fire service), and 1" meter (irrigation).

PARKING DATA TABLE with 2 columns: Requirement and Space/Floor Area. Includes rows for retail, restaurant, and total parking requirements.

SITE PLAN DATA TABLE with 2 columns: Existing/Proposed and Value. Includes rows for zoning, use, lot area, building area, height, coverage, and impervious surface.



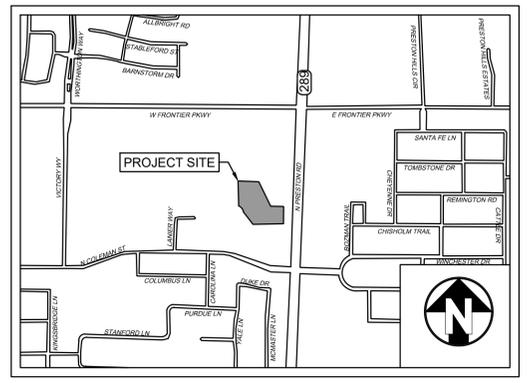
- SITE PLAN NOTES: 1) ANY REVISION TO THIS PLAN WILL REQUIRE TOWN APPROVAL... 2) DUMPSTERS AND TRASH COMPACTORS SHALL BE SCREENED... 3) OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED... 4) OUTDOOR LIGHTING SHALL COMPLY WITH THE LIGHTING AND GLARE STANDARDS...

- AND 50 FEET OF A FIRE LANE. 5" STORZ, 30-DEGREE DOWNWARD TURN WITH LOCKING CAP. AMENDMENT 507.5.1 20) FIRE HYDRANTS SHALL BE LOCATED 2 FOOT (2') TO 6 FOOT (6') BACK FROM THE CURB OR FIRE LANE... 21) THERE SHALL BE A MINIMUM OF TWO (2) FIRE HYDRANTS SERVING EACH PROPERTY...

- LAYOUT & DIMENSIONAL CONTROL NOTES: 1. BOUNDARY LINES AND EASEMENT: REFER TO THE FINAL PLAT TO VERIFY PROPERTY LINES AND EXISTING EASEMENT LOCATIONS... 2. DIMENSION CONTROL: UNLESS NOTED OTHERWISE, ALL PAVING DIMENSIONS SHOWN ARE TO FACE OF CURB...

NOTE TO CONTRACTOR: THE CONTRACTOR SHALL FIELD VERIFY THE LOCATION AND DEPTH OF ALL EXISTING UTILITIES (WHETHER SHOWN ON PLANS OR NOT) PRIOR TO COMMENCING CONSTRUCTION...

- NOTES: 1. NO EXISTING TREES ARE ON THIS SITE. 2. NO 100-YEAR FLOODPLAIN EXISTS ON THIS SITE. 3. MECHANICAL EQUIPMENT, INCLUDING HVAC, TO BE LOCATED ON THE ROOF OF THE BUILDING AND SCREENED WITH PARAPET.



GRAPHIC SCALE: 0 30 60 FEET. SCALE: 1" = 30'

SITE PLAN DEVAPP-23-0091 FRONTIER SOUTH RETAIL 1. 1.39 ACRES. LONDON LANDSCAPES. OWNER/APPLICANT: VICTORY REAL ESTATE GROUP. LANDSCAPE ARCHITECT: LONDON LANDSCAPES. ENGINEER: KIRKMAN ENGINEERING, LLC. SURVEYOR: BARTON CHAPA SURVEYING.

PRELIMINARY FOR REVIEW ONLY. THESE DOCUMENTS ARE FOR DESIGN REVIEW ONLY AND NOT INTENDED FOR THE PURPOSES OF CONSTRUCTION, BIDDING OR PERMIT. THEY WERE PREPARED BY, OR UNDER THE SUPERVISION OF: JOHN D. GARDNER, P.E. # 138295. DATE: September 27, 2023

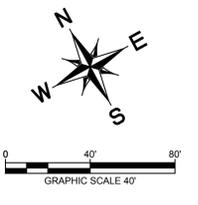
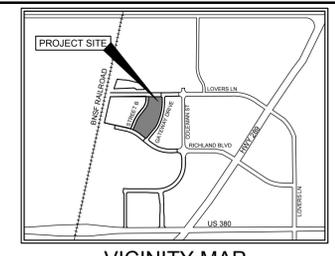
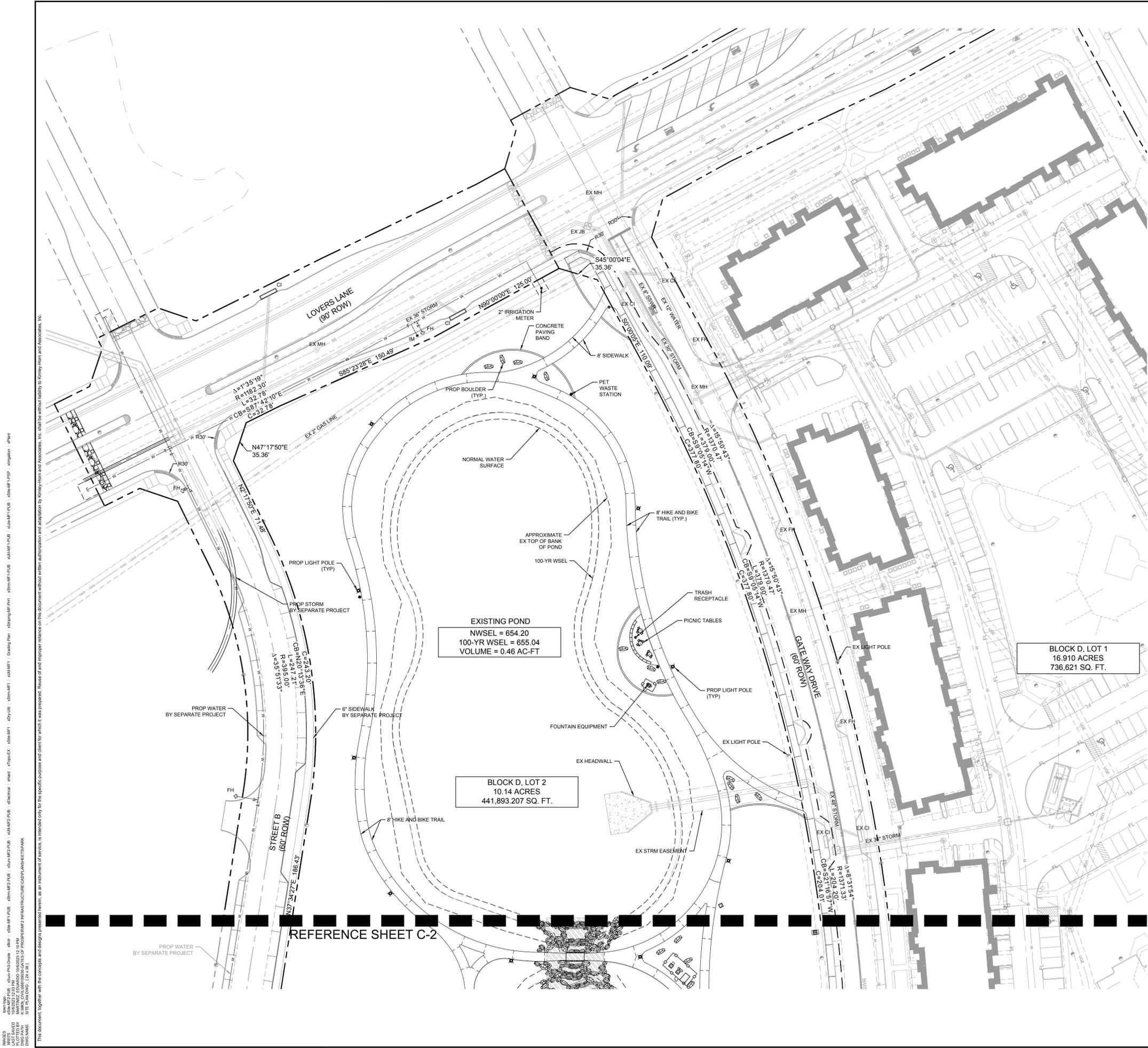
VICTORY GROUP Victory Real Estate Group. 2911 TURTLE CREEK BLVD, STE 700 DALLAS, TX 75219 972-707-9555

FRONTIER SOUTH RETAIL 1 LOT 2, BLOCK X CITY OF PROSPER COLLIN, TEXAS

Table with 2 columns: REV. and DESCRIPTION. Multiple rows for revision tracking.

Kirkman Engineering logo and address: KIRKMAN ENGINEERING, LLC 5200 STATE HIGHWAY 121 COLLEYVILLE, TX 76034 TEXAS FIRM NO. 15874

SITE PLAN SHEET: C3.0



VICINITY MAP  
N.T.S.

NOTES

- ANY REVISION TO THIS PLAN WILL REQUIRE TOWN APPROVAL AND WILL REQUIRE REVISIONS TO ANY CORRESPONDING PLANS TO AVOID CONFLICTS BETWEEN PLANS.
1. ALL DEVELOPMENT STANDARDS SHALL FOLLOW TOWN STANDARDS.
  2. LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY THE TOWN OF PROSPER.
  3. ALL DEVELOPMENT STANDARDS SHALL FOLLOW FIRE REQUIREMENTS PER THE TOWN OF PROSPER.
  4. HANDICAPPED PARKING AREAS AND BUILDING ACCESSIBILITY SHALL CONFORM TO THE AMERICANS WITH DISABILITIES ACT (ADA) AND WITH THE REQUIREMENTS OF THE CURRENT, ADOPTED BUILDING CODE.
  5. ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL.
  6. IMPACT FEES WILL BE ASSESSED IN ACCORDANCE WITH THE LAND USE CLASSIFICATION(S) IDENTIFIED ON THE SITE DATA SUMMARY TABLE; HOWEVER, CHANGES TO THE PROPOSED LAND USE AT THE TIME OF CO AND/OR FINISH-OUT PERMIT MAY RESULT IN ADDITIONAL IMPACT FEES AND/OR PARKING REQUIREMENTS.
  7. THE APPROVAL OF A PRELIMINARY SITE PLAN SHALL BE EFFECTIVE FOR A PERIOD OF TWO (2) YEARS FROM THE DATE THAT THE PRELIMINARY SITE PLAN IS APPROVED BY THE PLANNING & ZONING COMMISSION. AT THE END OF WHICH TIME THE APPLICANT MUST HAVE SUBMITTED AND RECEIVED THE APPROVAL OF A SITE PLAN BY THE PLANNING & ZONING COMMISSION. IF A SITE PLAN IS NOT APPROVED WITHIN SUCH TWO (2) YEAR PERIOD, THE PRELIMINARY SITE PLAN APPROVAL IS NULL AND VOID. IF SITE PLAN APPROVAL IS ONLY FOR A PORTION OF THE PROPERTY, THE APPROVAL OF THE PRELIMINARY SITE PLAN FOR THE REMAINING PROPERTY SHALL BE NULL AND VOID.
  8. OPEN SPACE REQUIREMENTS SHALL FOLLOW THE ZONING ORDINANCE. PER TRACT, OPEN SPACE SHALL NOT INCLUDE VEHICULAR PAVING, REQUIRED PARKING LOT LANDSCAPE ISLANDS, BUILDING FOOTPRINT, UTILITY YARDS, REQUIRED LANDSCAPE SETBACKS, SIDEWALKS, AND DETENTION POND.

BLOCK D, LOT 2 SITE DATA TABLE	
ZONING	MIXED USE/PD-67
PROPOSED USE	PARK
LOT AREA (SF)	10.14
LOT AREA (AC)	441,893.21
BUILDING AREA (GSF)	N/A
BUILDING HEIGHT	N/A
LOT COVERAGE	N/A
TOTAL PARKING REQUIRED	N/A
TOTAL PARKING PROVIDED	N/A
HANDICAP PARKING REQUIRED	N/A
HANDICAP PARKING PROVIDED	N/A
INTERIOR LANDSCAPING REQUIRED (SF)	N/A
INTERIOR LANDSCAPING PROVIDED (SF)	N/A
IMPERVIOUS SURFACE (SF)	25,705
OPEN SPACE REQUIRED (SF)	30,933
OPEN SPACE PROVIDED (SF)	441,893

BLOCK D, LOT 1  
16.910 ACRES  
736,621 SQ. FT.

EXISTING POND  
NWSEL = 654.20  
100-YR WSEL = 655.04  
VOLUME = 0.46 AC-FT

BLOCK D, LOT 2  
10.14 ACRES  
441,893.207 SQ. FT.

REFERENCE SHEET C-2

SITE PLAN  
GATES OF PROSPER PARK  
BLOCK D, LOT 2  
DEVAPP-23-0123  
Being 10.14 Acres Situated in  
JOHN YARNELL SURVEY Abstract No. 1038  
COLLIN COUNTY SCHOOL LAND NO. 12 SURVEY  
Abstract No. 147  
Town of Prosper, Collin County, Texas

Owner:  
380 & 289 LP  
1 Cowboys Way  
Frisco, Texas 75034  
Contact: Nicholas Link  
Phone: (972)-497-4854

Owner:  
183 Land Corporation Inc.  
1 Cowboys Way  
Frisco, Texas 75034  
Contact: Nicholas Link  
Phone: (972)-497-4854

Engineer/Surveyor:  
Kimley-Horn and Associates, Inc.  
280 East Davis Street, Suite 100  
McKinney, Texas 75069  
Contact: Rachel Korus, P.E.  
Phone: (469)-301-2580

Item No.	DATE	REVISIONS

**Kimley-Horn**  
© 2023 KIMLEY-HORN AND ASSOCIATES, INC.  
106 W. LOUISIANA STREET, MCKINNEY, TX 75069  
PHONE: 469-301-2580 FAX: 972-239-8320  
WWW.KIMLEY-HORN.COM TX F-928



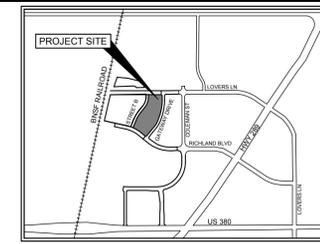
KHA PROJECT	DATE	SCALE	AS SHOWN	DESIGNED BY	DRAWN BY	CHECKED BY
068109056	MAY 2023	RAK	EM	RAK	RAK	RAK

THE GATES OF PROSPER PARK  
PROSPER, TEXAS



SITE PLAN  
SHEET NUMBER  
C-1

This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and delineation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



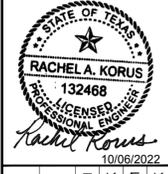
VICINITY MAP  
N.T.S.

NOTES

1. ALL DEVELOPMENT STANDARDS SHALL FOLLOW TOWN STANDARDS.
2. LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY THE TOWN OF PROSPER.
3. ALL DEVELOPMENT STANDARDS SHALL FOLLOW FIRE REQUIREMENTS PER THE TOWN OF PROSPER.
4. HANDICAPPED PARKING AREAS AND BUILDING ACCESSIBILITY SHALL CONFORM TO THE AMERICANS WITH DISABILITIES ACT (ADA) AND WITH THE REQUIREMENTS OF THE CURRENT, ADOPTED BUILDING CODE.
5. ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL.
6. IMPACT FEES WILL BE ASSESSED IN ACCORDANCE WITH THE LAND USE CLASSIFICATION(S) IDENTIFIED ON THE SITE DATA SUMMARY TABLE; HOWEVER, CHANGES TO THE PROPOSED LAND USE AT THE TIME OF CO AND/OR FINISH-OUT PERMIT MAY RESULT IN ADDITIONAL IMPACT FEES AND/OR PARKING REQUIREMENTS.
7. THE APPROVAL OF A PRELIMINARY SITE PLAN SHALL BE EFFECTIVE FOR A PERIOD OF TWO (2) YEARS FROM THE DATE THAT THE PRELIMINARY SITE PLAN IS APPROVED BY THE PLANNING & ZONING COMMISSION. AT THE END OF WHICH TIME THE APPLICANT MUST HAVE SUBMITTED AND RECEIVED THE APPROVAL OF A SITE PLAN BY THE PLANNING & ZONING COMMISSION. IF A SITE PLAN IS NOT APPROVED WITHIN SUCH TWO (2) YEAR PERIOD, THE PRELIMINARY SITE PLAN APPROVAL IS NULL AND VOID. IF SITE PLAN APPROVAL IS ONLY FOR A PORTION OF THE PROPERTY, THE APPROVAL OF THE PRELIMINARY SITE PLAN FOR THE REMAINING PROPERTY SHALL BE NULL AND VOID.
8. OPEN SPACE REQUIREMENTS SHALL FOLLOW THE ZONING ORDINANCE. PER TRACT, OPEN SPACE SHALL NOT INCLUDE VEHICULAR PAVING, REQUIRED PARKING LOT LANDSCAPE ISLANDS, BUILDING FOOTPRINT, UTILITY YARDS, REQUIRED LANDSCAPE SETBACKS, SIDEWALKS, AND DETENTION POND.

ZONING	MIXED USE/PD-67
PROPOSED USE	PARK
LOT AREA (SF)	10,14
LOT AREA (AC)	441,893.21
BUILDING AREA (GSF)	N/A
BUILDING HEIGHT	N/A
LOT COVERAGE	N/A
TOTAL PARKING REQUIRED	N/A
TOTAL PARKING PROVIDED	N/A
HANDICAP PARKING REQUIRED	N/A
HANDICAP PARKING PROVIDED	N/A
INTERIOR LANDSCAPING REQUIRED (SF)	N/A
INTERIOR LANDSCAPING PROVIDED (SF)	N/A
IMPERVIOUS SURFACE (SF)	25,705
OPEN SPACE REQUIRED (SF)	30,933
OPEN SPACE PROVIDED (SF)	441,893

**Kimley»Horn**  
 © 2023 KIMLEY-HORN AND ASSOCIATES, INC.  
 106 W. LOUISIANA STREET, MCKINNEY, TX 75069  
 PHONE: 469-301-2560 FAX: 972-239-3820  
 WWW.KIMLEY-HORN.COM TX F-928



KHA PROJECT	068109056
DATE	MAY 2023
SCALE	AS SHOWN
DESIGNED BY	RAK
DRAWN BY	EM
CHECKED BY	RAK

THE GATES OF PROSPER PARK  
 PROSPER, TEXAS



SITE PLAN

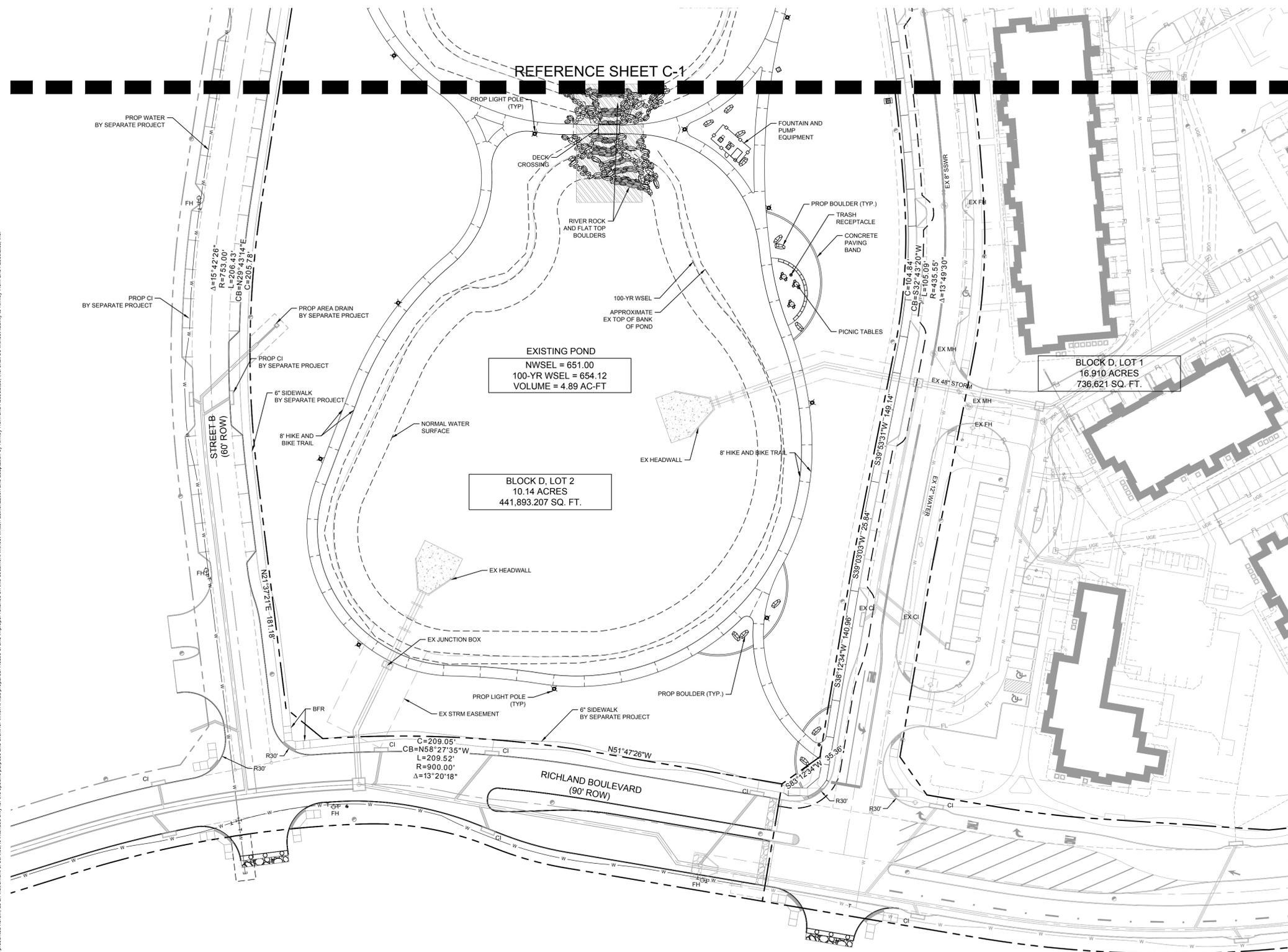
SHEET NUMBER  
C-2

**SITE PLAN**  
**GATES OF PROSPER PARK**  
**BLOCK D, LOT 2**  
**DEVAPP-23-0123**  
**Being 10.14 Acres Situated in**  
**JOHN YARNELL SURVEY Abstract No. 1038**  
**COLLIN COUNTY SCHOOL LAND NO. 12 SURVEY**  
**Abstract No. 147**  
**Town of Prosper, Collin County, Texas**

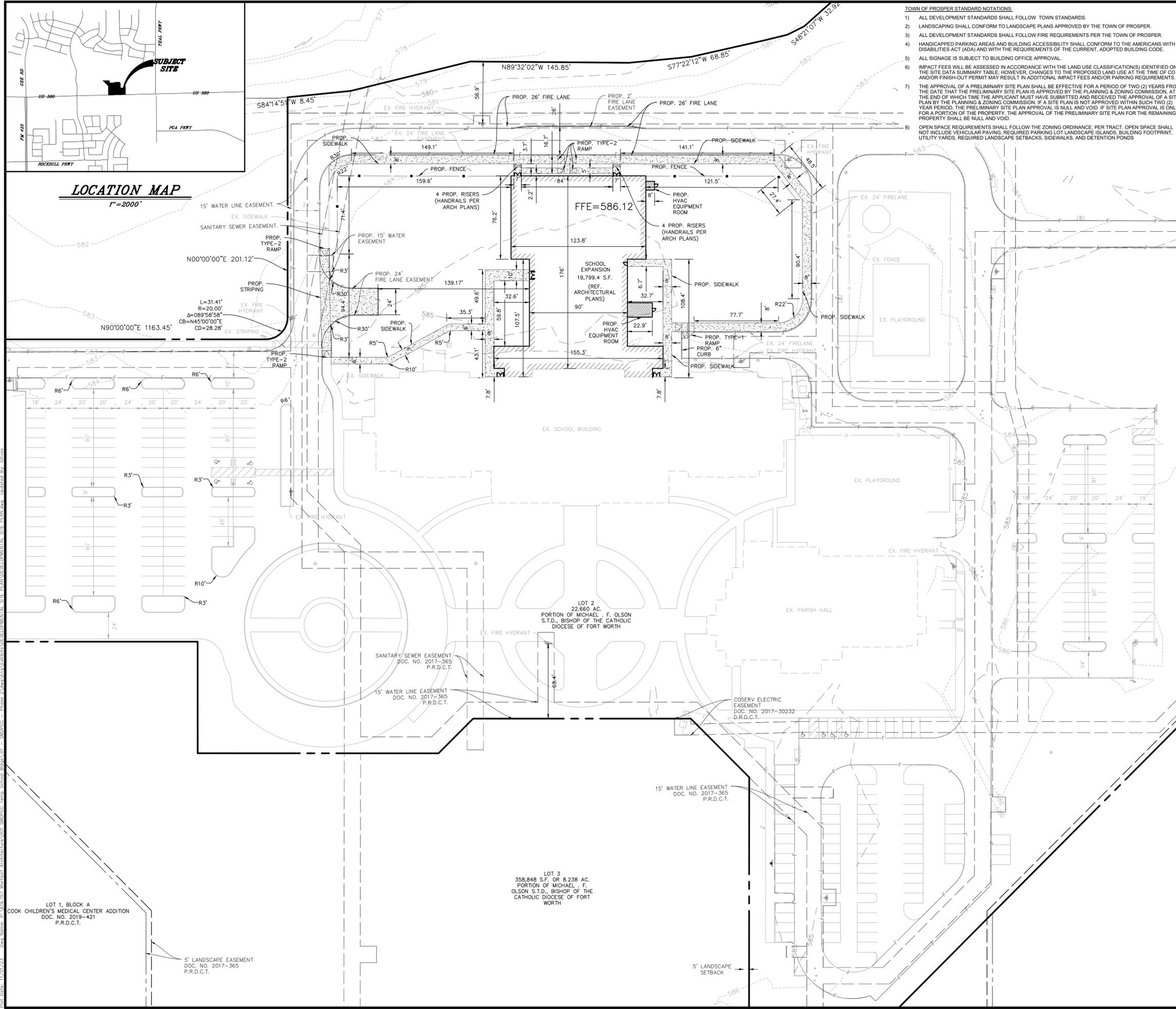
**Owner:**  
 390 & 289 LP  
 1 Cowboys Way  
 Frisco, Texas 75034  
 Contact: Nicholas Link  
 Phone: (972)-497-4854

**Owner:**  
 183 Land Corporation Inc.  
 1 Cowboys Way  
 Frisco, Texas 75034  
 Contact: Nicholas Link  
 Phone: (972)-497-4854

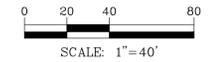
**Engineer/Surveyor:**  
 Kimley-Horn and Associates, Inc.  
 280 East Davis Street, Suite 100  
 McKinney, Texas 75069  
 Contact: Rachel Korus, P.E.  
 Phone: (469)-301-2580



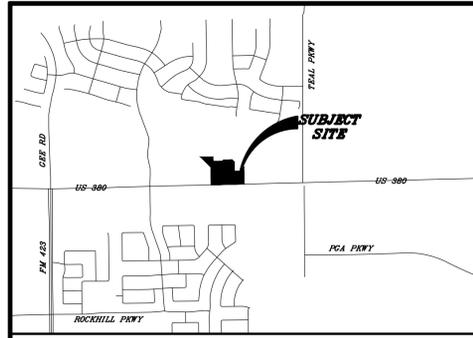
This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and delineation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



- TOWN OF PROSPER STANDARD NOTATIONS:**
- 1) ALL DEVELOPMENT STANDARDS SHALL FOLLOW TOWN STANDARDS.
  - 2) LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY THE TOWN OF PROSPER.
  - 3) ALL DEVELOPMENT STANDARDS SHALL FOLLOW FIRE REQUIREMENTS PER THE TOWN OF PROSPER.
  - 4) HANDICAPPED PARKING AREAS AND BUILDING ACCESSIBILITY SHALL CONFORM TO THE AMERICANS WITH DISABILITIES ACT (ADA) AND WITH THE REQUIREMENTS OF THE CURRENT, ADOPTED BUILDING CODE.
  - 5) ALL SIGNAGE IS SUBJECT TO BUILDING OFFICE APPROVAL.
  - 6) IMPACT FEES WILL BE ASSESSED IN ACCORDANCE WITH THE LAND USE CLASSIFICATION(S) IDENTIFIED ON THE SITE DATA SUMMARY TABLE; HOWEVER, CHANGES TO THE PROPOSED LAND USE AT THE TIME OF CO AND/OR FINISH-OUT PERMIT MAY RESULT IN ADDITIONAL IMPACT FEES AND/OR PARKING REQUIREMENTS.
  - 7) THE APPROVAL OF A PRELIMINARY SITE PLAN SHALL BE EFFECTIVE FOR A PERIOD OF TWO (2) YEARS FROM THE DATE THAT THE PRELIMINARY SITE PLAN IS APPROVED BY THE PLANNING & ZONING COMMISSION, AT THE END OF WHICH TIME THE APPLICANT MUST HAVE SUBMITTED AND RECEIVED THE APPROVAL OF A SITE PLAN BY THE PLANNING & ZONING COMMISSION. IF A SITE PLAN IS NOT APPROVED WITHIN SUCH TWO (2) YEAR PERIOD, THE PRELIMINARY SITE PLAN APPROVAL IS NULL AND VOID. IF SITE PLAN APPROVAL IS ONLY FOR A PORTION OF THE PROPERTY, THE APPROVAL OF THE PRELIMINARY SITE PLAN FOR THE REMAINING PROPERTY SHALL BE NULL AND VOID.
  - 8) OPEN SPACE REQUIREMENTS SHALL FOLLOW THE ZONING ORDINANCE. PER TRACT, OPEN SPACE SHALL NOT INCLUDE VEHICULAR PAVING, REQUIRED PARKING LOT LANDSCAPE ISLANDS, BUILDING FOOTPRINT, UTILITY YARDS, REQUIRED LANDSCAPE SETBACKS, SIDEWALKS, AND DETENTION PONDS.



**LOCATION MAP**  
1"=2000'



**LEGEND**

	LIGHT POLE
	BARRIER FREE RAMP
	FIRE LANE
	FIRE HYDRANT

**LOT SITE DATA TABLE**

ZONING:	PD-40 (MIXED-USE)
PROPOSED USE:	PD-40 (MIXED-USE)
LOT AREA:	22.660 ACRES
BUILDING AREA:	19,799 SF
BUILDING HEIGHT:	46.67 FT
BUILDING STORIES:	1 STORIES
LOT COVERAGE (%):	7.8 %
FLOOR AREA RATIO:	0.02
EX. SCHOOL REQUIRED PARKING:	24
EX. PARISH REQUIRED PARKING:	199
PROP. SCHOOL REQUIRED PARKING:	12
TOTAL PARKING REQUIRED:	235
TOTAL PARKING PROVIDED:	281
H.C. SPACES REQUIRED:	7
H.C. SPACES PROVIDED:	8
% OF LANDSCAPE REQUIRED:	N/A
% OF LANDSCAPE PROVIDED:	N/A
SF OF IMPERVIOUS SURFACE:	562062 SF
OPEN SPACE REQUIRED:	1.59 ACRES
OPEN SPACE PROVIDED:	13 ACRES
INTERIOR LANDSCAPING REQUIRED:	0
INTERIOR LANDSCAPING PROVIDED:	0
<b>CONTACT INFORMATION:</b>	
OWNER: CATHOLIC DIOCESE OF FORT WORTH 800 WEST LOOP 820 SOUTH FORT WORTH, TEXAS 76108 817.945.3311 MICHAEL OLSON, S.T.D.	SURVEYOR: MANHARD CONSULTING 505 PECAN STREET, SUITE 201 FORT WORTH, TEXAS 76102 817.865.5344 JEREMY DEAL, R.P.L.S., P.E.
APPLICANT: MANHARD CONSULTING 505 PECAN STREET, SUITE 201 FORT WORTH, TEXAS 76102 817.945.3867 AUSTIN CARR, P.E.	CONTRACTOR: FPI BUILDERS 216 WENDECA AVE. FORT WORTH, TX 76102 817.336.1161 STERLING BARNETT
<b>GENERAL NOTES:</b>	

**REVISIONS**

NO.	DATE	DESCRIPTION

**Manhard CONSULTING**  
505 Pecan Street, Suite 201, Fort Worth, TX 76102, Ph: 817.865.5344, manhard.com  
Civil Engineers | Surveyors | Water Resource Engineers | Water & Waste Water Engineers  
Construction Managers | Environmental Scientists | Landscape Architects | Planners  
Texas Board of Professional Engineers & Land Surveyors Reg. No. F-10194754 (Surv), F-21732 (Eng)

**ST. MARTIN DE PORRES ADDITION, BLOCK A  
LOT 2  
3990 W. UNIVERSITY DR. PROSPER, TEXAS  
DEVELOPMENT SITE PLAN (DEVAPP-23-0170)**

PROJ. MGR.: JH  
PROJ. ASSOC.: KH  
DRAWN BY: IO  
DATE: 11/01/23

**SHEET**  
**EX**  
616.157.001

Plot Date: 11/01/23, Draw Name: P:\16.157\_McIntosh\_Architectural\001\_SMDPCC - Phase 2\Urban\Exa\Exa\Developmental\_Site\_Plan\Developmental\_Site\_Plan.dwg, Uploaded By: Iolivia

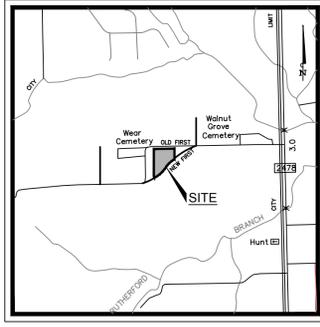
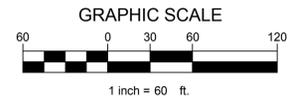


PRELIMINARY FOR REVIEW ONLY Not for construction purposes. CLAYMOORE ENGINEERING ENGINEERING AND PLANNING CONSULTANTS DREW DONOSKY P.E. No. 125651 Date 10/3/2023

LIGHTHOUSE CHURCH E. FIRST STREET PROSPER, TX.

PRELIMINARY SITE PLAN

DESIGN: ASD DRAWN: SD CHECKED: ASD DATE: 10/3/2023 SHEET SP-1 File No. 2022-130



FLOODPLAIN NOTE

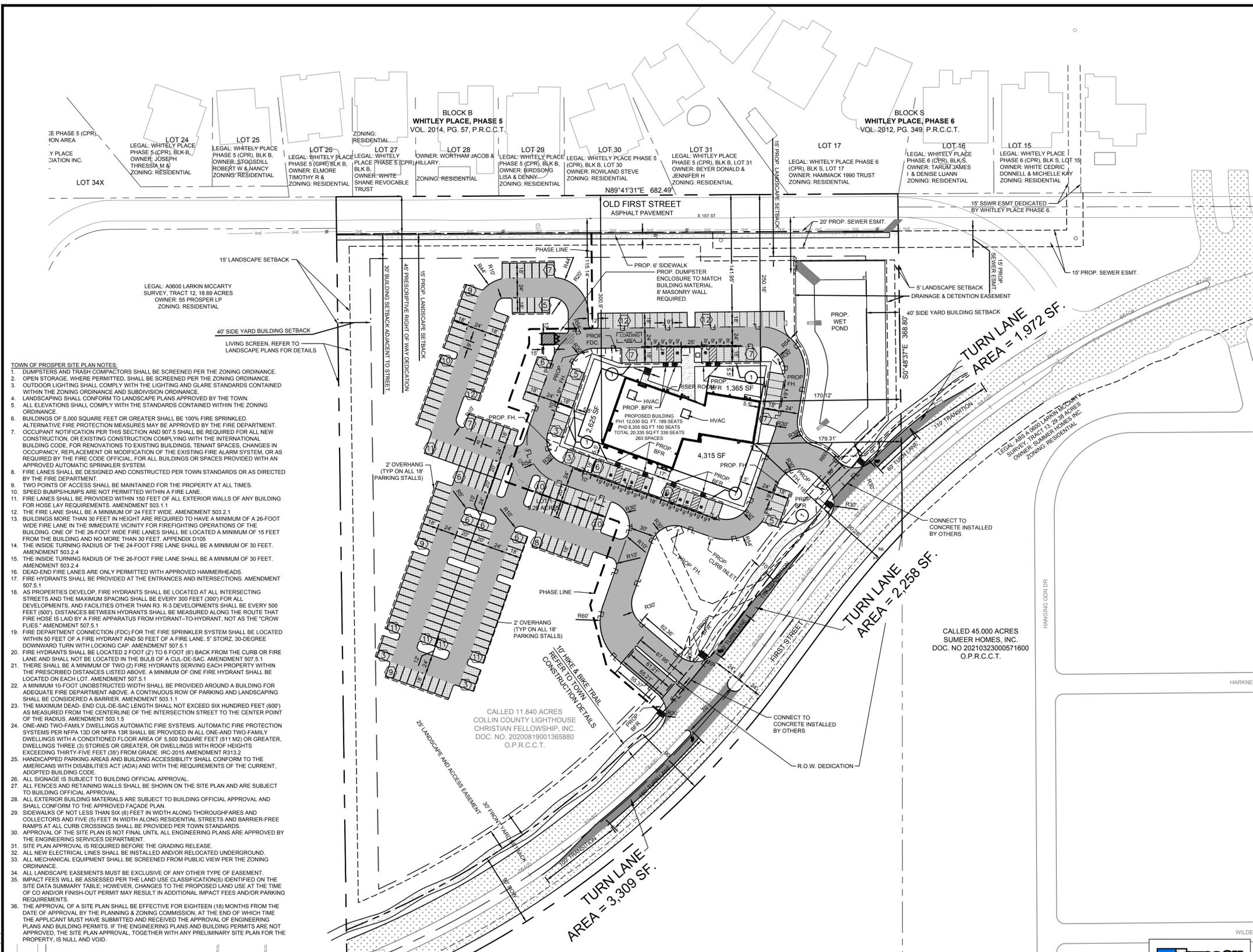
ACCORDING TO MAP NO. 48085C0255J, DATED 06/02/2009 OF THE NATIONAL FLOOD INSURANCE PROGRAM MAP, FLOOD INSURANCE RATE MAP OF COLLIN COUNTY, TEXAS, FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, THIS PROPERTY IS WITHIN NON-SHADED ZONE "X" (AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN). IF THIS SITE IS NOT WITHIN AN IDENTIFIED SPECIAL FLOOD HAZARD AREA, THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

LEGEND table with symbols for STANDARD DUTY CONCRETE PAVEMENT, HEAVY DUTY CONCRETE PAVEMENT, FIRST STREET PAVEMENT BY OTHERS, DUMPSTER AREA CONCRETE PAVEMENT, SIDEWALK CONCRETE PAVEMENT, PROPOSED CONCRETE CURB AND GUTTER, PARKING COUNT, FULL-DEPTH SAWCUT, PROPOSED FIRE LANE STRIPPING, 2' PARKING OVERHANG.

Case information table including CASE # DEVAPP-23-0173, ZONING DESCRIPTION: PD-90, OWNER: COLLIN COUNTY LIGHTHOUSE CHRISTIAN FELLOWSHIP, INC., APPLICANT: CLAYMOORE ENGINEERING, INC., SURVEYOR: EAGLE SURVEYING, LLC, LEGAL DESCRIPTION: PROPOSED BLOCK A, LOT 1 LIGHTHOUSE ADDITION, CITY: PROSPER, STATE: TEXAS, COUNTY: COLLIN, SURVEY: LARKIN MCCARTY, ABSTRACT NO: 600.



SITE DATA SUMMARY table with columns: LOT, ZONING, PROPOSED USE, LOT SIZE (ACRES), BLDG. AREA (SQ. FT.), BLDG. HGT. (FT.), # OF STORIES, LOT COVERAGE, P.L.R. AREA RATIO, PARKING, HANDICAP SP., OPEN SPACE PLAN, TOTAL IMPERVIOUS, TOTAL PERVIOUS.



- TOWN OF PROSPER SITE PLAN NOTES: 1. DUMPSTERS AND TRASH COMPACTORS SHALL BE SCREENED PER THE ZONING ORDINANCE. 2. OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED PER THE ZONING ORDINANCE. 3. OUTDOOR LIGHTING SHALL COMPLY WITH THE LIGHTING AND GLARE STANDARDS CONTAINED WITHIN THE ZONING ORDINANCE AND SUBDIVISION ORDINANCE. 4. LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY THE TOWN. 5. ALL ELEVATIONS SHALL COMPLY WITH THE STANDARDS CONTAINED WITHIN THE ZONING ORDINANCE. 6. BUILDINGS OF 5,000 SQUARE FEET OR GREATER SHALL BE 100% FIRE SPRINKLED. ALTERNATIVE FIRE PROTECTION MEASURES MAY BE APPROVED BY THE FIRE DEPARTMENT. 7. OCCUPANT NOTIFICATION PER THIS SECTION AND 907.5 SHALL BE REQUIRED FOR ALL NEW CONSTRUCTION, OR EXISTING CONSTRUCTION COMPLYING WITH THE INTERNATIONAL BUILDING CODE, FOR RENOVATIONS TO EXISTING BUILDINGS, TENANT SPACES, CHANGES IN OCCUPANCY, REPLACEMENT OR MODIFICATION OF THE EXISTING FIRE ALARM SYSTEM, OR AS REQUIRED BY THE FIRE CODE OFFICIAL, FOR ALL BUILDINGS OR SPACES PROVIDED WITH AN APPROVED AUTOMATIC SPRINKLER SYSTEM. 8. FIRE LANES SHALL BE DESIGNED AND CONSTRUCTED PER TOWN STANDARDS OR AS DIRECTED BY THE FIRE DEPARTMENT. 9. TWO POINTS OF ACCESS SHALL BE MAINTAINED FOR THE PROPERTY AT ALL TIMES. 10. SPEED BUMPS/HUMPS ARE NOT PERMITTED WITHIN A FIRE LANE. 11. FIRE LANES SHALL BE PROVIDED WITHIN 150 FEET OF ALL EXTERIOR WALLS OF ANY BUILDING FOR HOSE LAY REQUIREMENTS. AMENDMENT 503.1.1 12. THE FIRE LANE SHALL BE A MINIMUM OF 24 FEET WIDE. AMENDMENT 503.2.1 13. BUILDINGS MORE THAN 30 FEET IN HEIGHT ARE REQUIRED TO HAVE A MINIMUM OF A 26-FOOT WIDE FIRE LANE IN THE IMMEDIATE VICINITY FOR FIREFIGHTING OPERATIONS OF THE BUILDING. ONE OF THE 26-FOOT WIDE FIRE LANES SHALL BE LOCATED A MINIMUM OF 15 FEET FROM THE BUILDING AND NO MORE THAN 30 FEET. APPENDIX D105 14. THE INSIDE TURNING RADIUS OF THE 24-FOOT FIRE LANE SHALL BE A MINIMUM OF 30 FEET. AMENDMENT 503.2.4 15. THE INSIDE TURNING RADIUS OF THE 26-FOOT FIRE LANE SHALL BE A MINIMUM OF 30 FEET. AMENDMENT 503.2.4 16. DEAD-END FIRE LANES ARE ONLY PERMITTED WITH APPROVED HAMMERHEADS. 17. FIRE HYDRANTS SHALL BE PROVIDED AT THE ENTRANCES AND INTERSECTIONS. AMENDMENT 507.5.1 18. AS PROPERTIES DEVELOP, FIRE HYDRANTS SHALL BE LOCATED AT ALL INTERSECTING STREETS AND THE MAXIMUM SPACING SHALL BE EVERY 300 FEET (300') FOR ALL DEVELOPMENTS, AND FACILITIES OTHER THAN R-3. R-3 DEVELOPMENTS SHALL BE EVERY 500 FEET (500'). DISTANCES BETWEEN HYDRANTS SHALL BE MEASURED ALONG THE ROUTE THAT FIRE HOSE IS LAID BY A FIRE APPARATUS FROM HYDRANT-TO-HYDRANT, NOT AS THE "CROW FLIES." AMENDMENT 507.5.1 19. FIRE DEPARTMENT CONNECTION (FDC) FOR THE FIRE SPRINKLER SYSTEM SHALL BE LOCATED WITHIN 50 FEET OF A FIRE HYDRANT AND 50 FEET OF A FIRE LANE. 5' STORZ, 30-DEGREE DOWNWARD TURN WITH LOCKING CAP. AMENDMENT 507.5.1 20. FIRE HYDRANTS SHALL BE LOCATED 2 FOOT (2') TO 6 FOOT (6') BACK FROM THE CURB OR FIRE LANE AND SHALL NOT BE LOCATED IN THE BULB OF A CUL-DE-SAC. AMENDMENT 507.5.1 21. THERE SHALL BE A MINIMUM OF TWO (2) FIRE HYDRANTS SERVING EACH PROPERTY WITHIN THE PRESCRIBED DISTANCES LISTED ABOVE. A MINIMUM OF ONE FIRE HYDRANT SHALL BE LOCATED ON EACH LOT. AMENDMENT 507.5.1 22. A MINIMUM 10-FOOT UNOBSTRUCTED WIDTH SHALL BE PROVIDED AROUND A BUILDING FOR ADEQUATE FIRE DEPARTMENT ABOVE. A CONTINUOUS ROW OF PARKING AND LANDSCAPING SHALL BE CONSIDERED A BARRIER. AMENDMENT 503.1.1 23. THE MAXIMUM DEAD-END CUL-DE-SAC LENGTH SHALL NOT EXCEED SIX HUNDRED FEET (600') AS MEASURED FROM THE CENTERLINE OF THE INTERSECTION STREET TO THE CENTER POINT OF THE RADIUS. AMENDMENT 503.1.5 24. ONE- AND TWO-FAMILY DWELLINGS AUTOMATIC FIRE SYSTEMS, AUTOMATIC FIRE PROTECTION SYSTEMS PER NFPA 13D OR NFPA 13R SHALL BE PROVIDED IN ALL ONE- AND TWO-FAMILY DWELLINGS WITH A CONDITIONED FLOOR AREA OF 5,500 SQUARE FEET (5110) OR GREATER, DWELLINGS THREE (3) STORIES OR GREATER, OR DWELLINGS WITH ROOF HEIGHTS EXCEEDING THIRTY-FIVE FEET (35') FROM GRADE. IRC-2015 AMENDMENT R313.2 25. HANDICAPPED PARKING AREAS AND BUILDING ACCESSIBILITY SHALL CONFORM TO THE AMERICANS WITH DISABILITIES ACT (ADA) AND WITH THE REQUIREMENTS OF THE CURRENT, ADOPTED BUILDING CODE. 26. ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL. 27. ALL FENCES AND RETAINING WALLS SHALL BE SHOWN ON THE SITE PLAN AND ARE SUBJECT TO BUILDING OFFICIAL APPROVAL. 28. ALL EXTERIOR BUILDING MATERIALS ARE SUBJECT TO BUILDING OFFICIAL APPROVAL AND SHALL CONFORM TO THE APPROVED FACIAD PLAN. 29. SIDEWALKS OF NOT LESS THAN SIX (6) FEET IN WIDTH ALONG THOROUGHFARES AND COLLECTORS AND FIVE (5) FEET IN WIDTH ALONG RESIDENTIAL STREETS AND BARRIER-FREE RAMPS AT ALL CURB CROSSINGS SHALL BE PROVIDED PER TOWN STANDARDS. 30. APPROVAL OF THE SITE PLAN IS NOT FINAL UNTIL ALL ENGINEERING PLANS ARE APPROVED BY THE ENGINEERING SERVICES DEPARTMENT. 31. SITE PLAN APPROVAL IS REQUIRED BEFORE THE GRADING RELEASE. 32. ALL NEW ELECTRICAL LINES SHALL BE INSTALLED AND/OR RELOCATED UNDERGROUND. 33. ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW PER THE ZONING ORDINANCE. 34. ALL LANDSCAPE EASEMENTS MUST BE EXCLUSIVE OF ANY OTHER TYPE OF EASEMENT. 35. IMPACT FEES WILL BE ASSESSED PER THE LAND USE CLASSIFICATION(S) IDENTIFIED ON THE SITE DATA SUMMARY TABLE; HOWEVER, CHANGES TO THE PROPOSED LAND USE AT THE TIME OF CO AND/OR FINISH-OUT PERMIT MAY RESULT IN ADDITIONAL IMPACT FEES AND/OR PARKING REQUIREMENTS. 36. THE APPROVAL OF A SITE PLAN SHALL BE EFFECTIVE FOR EIGHTEEN (18) MONTHS FROM THE DATE OF APPROVAL BY THE PLANNING & ZONING COMMISSION. AT THE END OF WHICH TIME THE APPLICANT MUST HAVE SUBMITTED AND RECEIVED THE APPROVAL OF ENGINEERING PLANS AND BUILDING PERMITS. IF THE ENGINEERING PLANS AND BUILDING PERMITS ARE NOT APPROVED, THE SITE PLAN APPROVAL, TOGETHER WITH ANY PRELIMINARY SITE PLAN FOR THE PROPERTY, IS NULL AND VOID.

PLOTTED BY: LYNN ROWLAND PLOT DATE: 10/3/2023 10:10 PM LOCATION: Z:\PROJECTS\PROJECTS\2022-130 LIGHTHOUSE CHURCH PROSPER\CADD\SHEETS\PRELIMINARY ENGINEERING\PSP\_REVISED.DWG LAST SAVED: 10/3/2023 12:01 PM