



Agenda
Prosper Town Council Meeting
Prosper Town Hall, Council Chambers
250 W. First Street, Prosper, Texas
Tuesday, September 22, 2026
6:15 PM

Welcome to the Prosper Town Council Meeting.

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

Addressing the Town Council:

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

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

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

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

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

Call to Order/ Roll Call.

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

Announcements of recent and upcoming events.

Presentations.

1. Proclamation declaring October 6, 2026, as National Night Out. (MLS)
2. Proclamation declaring the month of October 2026 as National Breast Cancer Awareness month. (MLS)

CONSENT AGENDA:

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

- [3.](#) Consider and act upon the minutes of the September 8, 2026, Town Council Work Session meeting. (MLS)
- [4.](#) Consider and act upon the minutes of the September 8, 2026, Town Council Regular meeting. (MLS)
- [5.](#) Consider acceptance of the August monthly financial report for fiscal year 2026. (CL)
- [6.](#) Consider and act upon an amendment to Chapter 17, Financial Management Policy clarifying the calculation of the required Charter Reserve for the General Fund. (RBS)
- [7.](#) Consider and act upon authorizing the Mayor to execute an amended Municipal Court Judge Agreement. (JJ)
- [8.](#) Consider and act upon awarding RFP No. 2026-16-A for Fully insured Dental benefits insurance effective January 1, 2027, and authorize the Town Manager to execute all documents for the same. (TL)
- [9.](#) Consider and act upon authorizing the Town Manager to execute an Interlocal Agreement between Collin County and the Town of Prosper for Animal Shelter Services for an initial term of four (4) years, with annual renewal terms of one (1) year, and an initial fee of \$125,096 for FY 2026-2027. (RB)
- [10.](#) Consider and act upon authorizing the Town Manager to execute Amendment No. 20 to the Interlocal Agreement between Collin County and the Town of Prosper for Animal Control Services in the amount of \$119,775 for FY 2026-2027. (RB)
- [11.](#) Consider and act upon authorizing the Town Manager to execute a Professional Services Agreement between Geotex Engineering LLC, and the Town of Prosper, Texas, related to professional construction materials testing and observation services for the Craig Road (Preston Road to Fifth Street) project in the amount of \$147,224. (AT)
- [12.](#) Consider and act upon authorizing the Town Manager to execute a Development Agreement between Urban Heights at Frontier LLC and the Town of Prosper relative to Frontier Gateway. (DEVAGRE-26-0007) (DH)
- [13.](#) 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 Article 2.03(H)(8) and 2.03(I)(3)(g) of the Town's Unified Development Code, regarding action taken by the Planning and Zoning Commission on Preliminary Site Plans and Site Plans. (DH)

CITIZEN COMMENTS

The public is invited to address the Council on any topic. However, the Council is unable to discuss or take action on any topic not listed on this agenda. Please complete a "Public Comment Request Form" and present it to the Town Secretary prior to the meeting. Comments are limited up to three minutes with a cumulative total for Citizens' Comments not to exceed 15 minutes.

REGULAR AGENDA:

Pursuant to Section 551.007 of the Texas Government Code, any individuals wishing to address the Council during a Public Hearing item, will be recognized when the public hearing is opened. A "Public Comment Request Form" must be completed and presented to the Town Secretary prior to the meeting. Comments are limited up to three minutes. If multiple individuals wish to speak, they may yield their three minutes to one individual appointed to speak on their behalf. All individuals yielding their time must be present at the meeting, and the appointed individual will be limited to a

total of 15 minutes. Comments during a public hearing are limited to a cumulative total of 60 minutes for those in favor of an item, and 60 minutes for those in opposition to an item.

Items for Individual Consideration:

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

15. Consider and act upon an ordinance amending Ordinance No. 2026-41 (FY 2025-2026 Annual Budget) as it relates to the Solid Waste Fund. (CL)

In accordance with Texas Government Code §551.043, the Town of Prosper FY 2025-2026 Budget is posted on the Town's website at: <https://www.prosper.tx.gov/193/Finance>

16. Consider and act upon an ordinance repealing existing Article 6.03, "Maintenance of Property," of the Town's Code of Ordinances and replacing it with a new Article 6.03, "Maintenance of Property," related to solid waste collection; regulation of weeds, rubbish, brush, and other objectionable, unsightly, or unsanitary matter; and notice of violation for abatement purposes. (MB)

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

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

EXECUTIVE SESSION:

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

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

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

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

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

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

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

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

Adjourn.

CERTIFICATION

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted at Prosper Town Hall, located at 250 W. First Street, Prosper, Texas 75078, a place convenient and readily accessible to the general public at all times, and said Notice was posted on Wednesday, September 16, 2026, and remained so posted at least three (3) business days before said meeting was convened.

Michelle Lewis Sirianni, Town Secretary

Date Notice Removed

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

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



MINUTES

Prosper Town Council Work Session
Prosper Town Hall, Council Chambers
250 W. First Street, Prosper, Texas
Tuesday, September 8, 2026

Item 3.

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 Amy Bartley
Deputy Mayor Pro-Tem Chris Kern
Councilmember Marcus E. Ray *arrived 5:35 p.m.*
Councilmember Craig Andres
Councilmember Doug Charles
Councilmember Cameron Reeves

Staff Members Present:

Mario Canizares, Town Manager
Terry Welch, Town Attorney
Michelle Lewis Sirianni, Town Secretary
Bob Scott, Deputy Town Manager
Chuck Ewings, Assistant Town Manager
Robyn Battle, Executive Director
David Hoover, Development Services Director
Suzanne Porter, Planning Manager
Leigh Johnson, IT Director
Ryan Pasko, IT Specialist II
Tony Luton, HR Director
Chris Landrum, Finance Director
Colin Asby, Budget Officer and Grants Administrator
Hulon Webb, Engineering Director
Stephen Tanner, Community Engagement & Experiences Director
Stuart Blasingame, Fire Chief
Brent Brown, Police Chief

Items for Individual Consideration:

- 1. Discussion regarding a proposed Mixed-Use development at the northeast corner of the Dallas North Tollway (DNT) and US Hwy 380. (DH)**

Mr. Hoover introduced the item.

Mr. Blackard, Developer for the project, presented a conceptual overview of the project and main components that will featured within the development.

The Town Council discussed the timeframe of the project completion, housing components and features, sound protection, and ensuring mechanisms are put in place to protect the overall intent of the development.

EXECUTIVE SESSION:

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

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

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

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

Section 551.074 - To discuss appointments to the Board of Adjustment/Construction Board of Appeals, Parks & Recreation Board, Library Board, Prosper Economic Development Corporation Board, Planning & Zoning Commission, Community Engagement Committee, Downtown Advisory Committee, TIRZ 1, and TIRZ 2, and all matters incident and related thereto.

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

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

Reconvene into Work Session.

No Executive Session took place.

Adjourn.

The meeting was adjourned at 5:59 p.m.

These minutes were approved on the 22nd day of September 2026.

APPROVED:

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary



MINUTES

Prosper Town Council Meeting
Prosper Town Hall, Council Chambers
250 W. First Street, Prosper, Texas
Tuesday, September 8, 2026

Item 4.

Call to Order/ Roll Call.

The meeting was called to order at 6:16 p.m.

Council Members Present:

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

Staff Members Present:

Mario Canizares, Town Manager
Terry Welch, Town Attorney
Michelle Lewis Sirianni, Town Secretary
Bob Scott, Deputy Town Manager
Chuck Ewings, Assistant Town Manager
Robyn Battle, Executive Director
Madison Clark, EDC Executive Director
Tony Luton, Human Resources Director
Hulon Webb, Director of Engineering
Pete Anaya, Assistant Director of Engineering – Capital Projects
Chris Landrum, Finance Director
Colin Asby, Budget Officer & Grants Administrator
Marsa Wages, UCS Administrator
Gary Landeck, Library Director
David Hoover, Development Services Director
Suzanne Porter, Planning Manager
Carrie Jones, Public Works Director
Stephen Tanner, Community Engagement & Experiences Director
David Angeles, Parks and Recreation Director
Stuart Blasingame, Fire Chief
Brent Brown, Police Chief
Leigh Johnson, IT Director
Ryan Pasko, IT Specialist II

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

Jeremy Meister with Gateway Church led the invocation. The Pledge of Allegiance and the Pledge to the Texas Flag were recited.

Announcements of recent and upcoming events.

Councilmember Reeves made the following announcements:

Join us on Friday, September 11 at 9:00 a.m. for a day of remembrance. This community event will take place at Prosper Fire & Rescue Central Station located at 911 Safety Way. Carter BloodCare will be onsite from 7:30 a.m. to 6:00 p.m. for anyone wishing to donate.

National Night Out will be held on Tuesday, October 6 from 6 pm to 9 pm. Prosper PD, Prosper ISD PD, Prosper Fire Rescue, and First Responder Volunteers will be driving to neighborhoods that want to participate. Visit prospertx.gov for more information including how to register your neighborhood to host a block party.

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

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

Presentations.

1. Proclamation declaring September 17-23, 2026, as Constitution Week. (MLS)

Mayor Bristol read and presented a Proclamation to members of the Shawnee Trail Chapter of the Daughters of the American Revolution.

2. Recognize Prosper High School student, Prisha Srivastava. (MLS)

Mayor Bristol read and presented a certificate to the student on her commitment to broadening educational opportunities for students in the community through STEMBound.

CONSENT AGENDA:

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

3. Consider and act upon the minutes of the August 25, 2026, Town Council Work Session meeting. (MLS)

4. Consider and act upon the minutes of the August 25, 2026, Town Council Regular meeting. (MLS)

5. Consider and act upon Resolution 2026-37 approving the Town of Prosper 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. (CL)

6. Consider and act upon adopting the FY 2026-2027 Prosper Economic Development Corporation budget. (MC)

7. Consider and act upon Ordinance 2026-38 establishing the tax year 2026 certified appraisal roll. (CL)

8. Consider and act upon Resolution 2026-39 designating The Frisco Enterprise as the official newspaper of the Town of Prosper and The Dallas Morning News as an alternative advertising source for FY 2026-2027. (MLS)
9. Consider and act upon the appointment of a Municipal Judge for a two-year term and authorize the Mayor to execute an agreement for same. (JJ)
10. Consider and act upon authorizing the Town Manager to execute a Construction Agreement with Niyam Construction, LLC for Raymond Park Fencing in the amount of \$209,197.50. (DA)
11. Consider and act upon authorizing the Town Manager to execute a Construction Agreement awarding CSP No. 2026-22-B to O & J Coatings, Inc., related to construction services for the Craig Road Elevated Storage Tank Rehabilitation project in the amount of \$1,825,320 and authorize \$180,000 for construction phase contingencies. The total purchase order amount is \$2,005,320. (LH)
12. Consider and act upon remanding back to the Planning and Zoning Commission for consideration at a future meeting a request to rezone a portion of Planned Development-31 to create a new Planned Development on Saddle Creek Commercial, Block A, Lots 2R and 3, for non-residential uses (office, restaurant, retail), on 13.6± acres, located on the west side of Preston Road, 225± feet north of Prosper Trail. (ZONE-25-0003) (DH) *This item is being remanded back to a future meeting of the Planning and Zoning Commission.*
13. Consider and act upon authorizing the Town Manager to execute a Development Agreement between Urban Heights at Frontier LLC and the Town of Prosper relative to Frontier Gateway. (DEVAGRE-26-0007) (DH)
14. 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 Article 2.03(H)(8) and 2.03(I)(3)(g) of the Town's Unified Development Code, regarding action taken by the Planning and Zoning Commission on Preliminary Site Plans and Site Plans. (DH)

Mayor Pro-Tem Bartley requested to pull item 13.

Deputy Mayor Pro-Tem Kern made a motion to approve consent agenda items 3 through 12 and 14. Councilmember Andres seconded the item. Motion carried unanimously.

Mayor Pro-Tem Bartley asked if the applicant with item 13 was in attendance. Due to the applicant not being present, she requested to table the item.

Mayor Pro-Tem Bartley made a motion to table item 13 to the September 22, 2026, meeting. Councilmember Charles seconded the motion. Motion carried unanimously.

CITIZEN COMMENTS

Aileen Blachowski, 3792 Berylline Lane, expressed appreciation to the Town Council and Planning and Zoning Commission for their thorough review of the data center and their understanding of needing regulations in place.

Curt Mooney, 1230 Packsaddle Trail, thanked the Town Council for sending agenda item 12 back to the Planning and Zoning Commission .

Anik Cook, 908 Charleston Lane, Savannah, noted her opposition to the data center and expressed her thanks to all the precinct chairs for the community outreach and support.

Items for Individual Consideration:

Mayor Pro-Tem Bartley made a motion to reduce the public hearing comments time from three to two minutes. Deputy Mayor Pro-Tem seconded the motion. Motion carried unanimously.

15. Consider and act upon Ordinance 2026-40 amending Appendix A, "Fee Schedule" of the Town's Code of Ordinances. (CA)

Mr. Ashby introduced the item. Mr. Landeck spoke to the proposed amendments to the Library Fees. Ms. Wages spoke to the proposed amendments within Utility Customer Service, and Ms. Jones spoke to the proposed amendments regarding Public Works fees.

Mr. Ashby presented results of the water and wastewater rate study including the key drivers, changes since last year, projected debt, wholesale expenses, and when the rates would go into affect.

The Town Council discussed the changes in the tier structure and possibility of adjusting future rates if the debt is lowered.

Mayor Pro-Tem Bartley made a motion to approve Ordinance 2026-40 amending Appendix A, "Fee Schedule" of the Town's Code of Ordinances effective October 1, 2026 including the incorporated changes discussed by staff. Councilmember Ray seconded the motion. Motion carried unanimously.

16. Conduct a Public Hearing to receive public input, consider such input, and consider and act upon Ordinance 2026-41 adopting the Fiscal Year (FY) 2026-2027 Annual Operating and Capital Project Funds budgets and five-year Capital Improvement Program for the fiscal year beginning October 1, 2026, and ending September 30, 2027. (CL)

Mr. Landrum presented an overview of the FY 2026-2027 budget including key revenue drivers and expenses for the General Fund, personnel, Health Fund, Debt Service Fund, capital projects, VERF, and property tax rates.

Mr. Canizares added commentary regarding the proposed budget noting the Town is focused on investing in its infrastructure and its continuation of providing excellent municipal services.

Mayor Bristol opened the public hearing.

Mike Bennett, 1205 Chandler Circle asked how much the town has spent on legal fees.

Staff commented that the town has spent to date \$444,625 with a budget for the new fiscal year budgeted at \$470,300.

The Town Council discussed areas of the budget including the Capital Dedicated Fund, Public Safety, ensuring the reserve fund was acceptable, continuing to be fiscally responsible and eliminating long term debt, and expressed their appreciation to the Finance Subcommittee and staff for their hard work and process this year.

Councilmember Ray made a motion to approve Ordinance 2026-41 adopting the Fiscal Year (FY) 2026-2027 Annual Operating and Capital Project Funds budgets and five-year Capital Improvement Program for the fiscal year beginning October 1, 2026, and ending September 30, 2027. Deputy Mayor Pro-Tem Kern seconded the motion.

Councilmember Reeves – In Favor
 Councilmember Charles – In Favor
 Deputy Mayor Pro-Tem Kern – In Favor
 Mayor Bristol – In Favor
 Mayor Pro-Tem Bartley – In Favor
 Councilmember Andres – In Favor
 Councilmember Ray – In Favor

Motion carried unanimously.

17. Conduct a Public Hearing to consider and act upon Ordinance 2026-42 adopting a tax rate of \$0.505 per \$100 valuation for fiscal year 2026-2027. (CL)

Mr. Landrum stated this item is to adopt the tax rate as presented.

Mayor Bristol opened the public hearing.

No comments were made.

Mayor Bristol closed the public hearing.

Councilmember Ray made a motion to approve that the property tax rate be increased by the adoption of a tax rate of \$0.505, which is effectively a 0.87 percent increase in the tax rate. Deputy Mayor Pro-Tem Kern seconded the motion.

Councilmember Reeves – In Favor
 Councilmember Charles – In Favor
 Deputy Mayor Pro-Tem Kern – In Favor
 Mayor Bristol – In Favor
 Mayor Pro-Tem Bartley – In Favor
 Councilmember Andres – In Favor
 Councilmember Ray – In Favor

Motion carried unanimously.

18. Ratifying the property tax increase in the budget for fiscal year (FY) 2026-2027. (CL)

Mr. Landrum introduced this item noting that this is a required step when adopting a rate higher than the no-new revenue rate.

Mayor Pro-Tem Bartley provided more context on the item for residents and emphasized that the even though the language notes an increase, the tax rate is staying the same.

Mayor Pro-Tem Bartley made a motion to ratify the property tax increase in the budget for fiscal year (FY) 2026-2027. Councilmember Reeves seconded the motion. Motion carried unanimously.

19. **Conduct a Public Hearing and consider and act upon a request for a rezoning from Agricultural to a Planned Development for a Data Center on a portion of Parvin 1385 Addition, Block A, Lot 2, on 37.3± acres, located 1,590± feet south of Parvin Road and 855± feet east of FM 1385. (ZONE-26-0007) (DH)**

This item was withdrawn by the applicant. No presentation, discussion, or motion on the item occurred.

20. **Conduct a Public Hearing and consider and act upon a request to amend the Future Land Use Plan from Medium Density Residential and Retail and Neighborhood Services to Business Park, on 37.3± acres, located 1,590± feet south of Parvin Road and 855± feet east of FM 1385. (COMP-26-0001) (DH)**

This item was withdrawn by the applicant. No presentation, discussion, or motion on the item occurred.

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

Legislative Subcommittee: Mayor Bristol noted this meeting was postponed to October.

CEC and Downtown Advisory Committee: The CEC and Downtown Advisory Committee held a joint meeting where they discussed activating the plaza and received event updates. The CEC is also currently reviewing MYAC applications.

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

Mayor Bristol requested updates to the Town's Financial Policies.

EXECUTIVE SESSION:

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

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

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

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

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

The Town Council recessed into Executive Session at 8:05 p.m.

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

The Town Council reconvened into Regular Session at 8:41 p.m.

Mayor Pro-Tem Bartley made a motion to appoint Darlene Morton to the Library Board. Councilmember Andres seconded the motion. Motion carried with a 4-0 vote. Councilmembers Ray, Charles, and Reeves were not present at the vote.

Adjourn.

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

These minutes were approved on the 22nd day of September 2026.

APPROVED:

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary



FINANCE

To: Mayor and Town Council

From: Chris Landrum, Finance Director

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

Re: Consider acceptance of the August Monthly Financial Report for Fiscal Year 2026 (CL)

Town Council Meeting – September 22, 2026

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

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

Description of Agenda Item:

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

Budget Impact:

There is no budgetary impact affiliated with this item.

Legal Obligations and Review:

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

Attached Documents:

1. Monthly Financial Report – August 31, 2026

Town Staff Recommendation:

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

Proposed Motion:

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



MONTHLY FINANCIAL REPORT as of August 31, 2026 Cash/Budgetary Basis

Prepared by
Finance Department

September 22, 2026

TOWN OF PROSPER, TEXAS

MONTHLY FINANCIAL REPORT

August 2026

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TOWN OF PROSPER, TEXAS

Management Discussion & Highlights

August 2026

Overview

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

Expenditures in the operating funds exceeding the 91% year-to-date benchmark are primarily attributable to encumbrance accounting, debt service payments which are twice per year, or one-time transfers at the end of the fiscal year.

Highlights

General Fund

- The ending fund balance exceeds the 21% target, largely due to most of the property tax collections occurring in January and departments slowing/reducing expenditures. YTD actual expenditures are within expected percentages.

Water-Sewer Fund

- Through August, total water consumption was 6.6% higher than during the same period last year. Due to the lack of rainfall and above-average temperatures, water consumption in August increased 16% compared with August 2025. Historically, approximately 14% of annual water revenue is collected during the final month of the fiscal year.

Drainage Fund

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

Health Fund

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

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
August 31, 2026
Expected Year to Date Percent 91.7%

GENERAL FUND

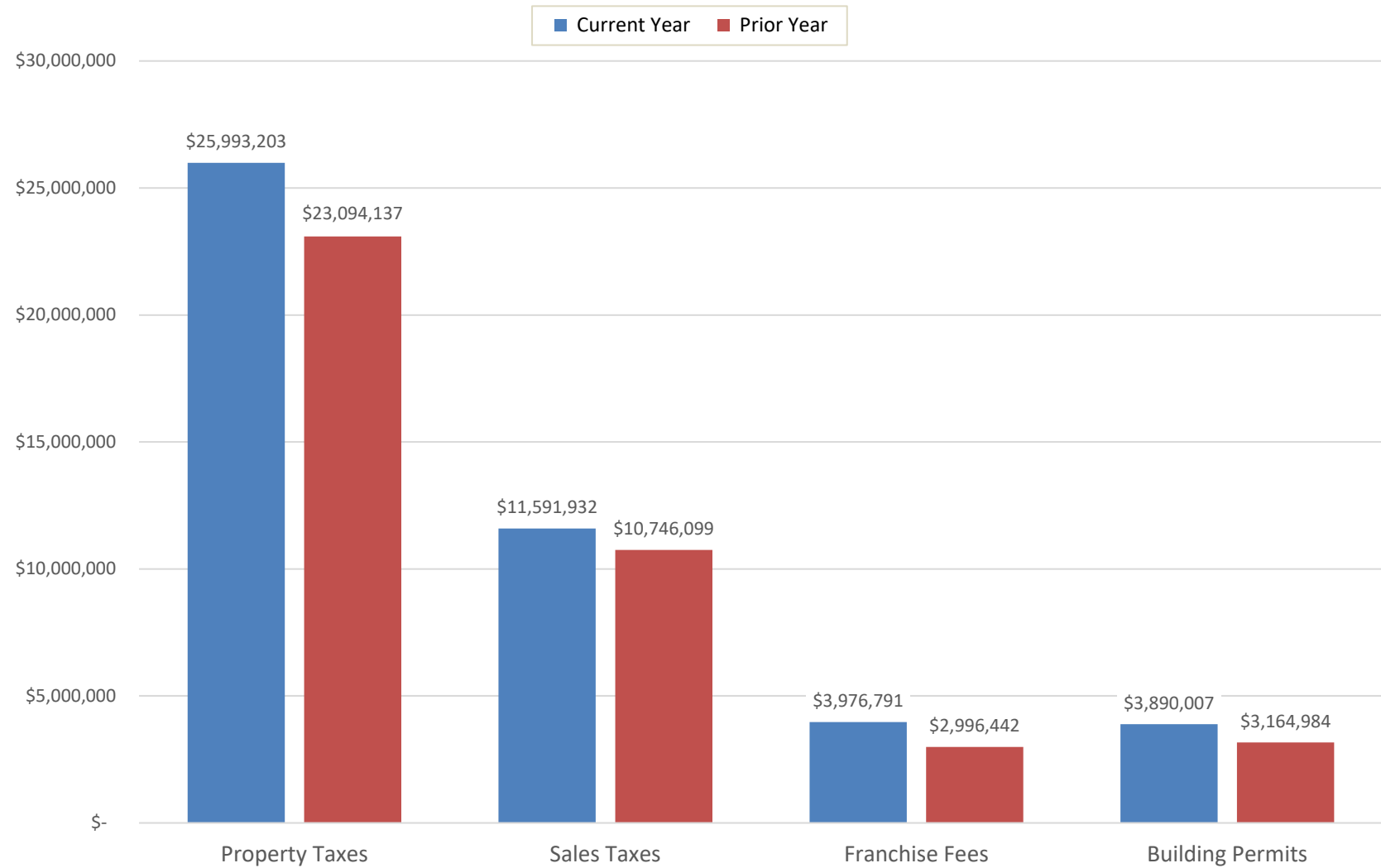
	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actuals	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actuals	Change from Prior Year
REVENUES										
Property Taxes	\$ 26,277,088	\$ 46,399	\$ 26,323,487	\$ 25,993,203	\$ -	\$ 330,284	99%	1	\$ 23,094,137	13%
Sales Taxes	13,199,055	(379,055)	12,820,000	11,591,932	-	1,228,068	90%		10,746,099	8%
Franchise Fees	4,685,174	68,678	4,753,852	3,976,791	-	777,061	84%	2	2,996,442	33%
Building Permits	5,193,641	(1,266,760)	3,926,881	3,890,007	-	36,874	99%		3,164,984	23%
Other Licenses, Fees & Permits	2,640,606	(510,138)	2,130,468	1,370,244	-	760,224	64%		1,920,918	-29%
Charges for Services	1,577,152	262,739	1,839,891	1,640,499	-	199,392	89%		1,609,182	2%
Fines & Warrants	581,144	95	581,239	578,432	-	2,807	100%		487,866	19%
Intergovernmental Revenue (Grants)	1,796,663	228,892	2,025,555	557,109	-	1,468,446	28%		152,108	266%
Interest Income	750,000	250,000	1,000,000	935,028	-	64,972	94%		611,258	53%
Miscellaneous	332,071	243,624	575,695	578,071	-	(2,376)	100%		318,640	81%
Park Fees	818,041	25,188	843,229	690,031	-	153,198	82%		660,829	4%
Transfers In	10,389,929	406,838	10,796,767	9,573,541	-	1,223,226	89%	4	1,355,471	606%
Total Revenues	\$ 68,240,564	\$ (623,500)	\$ 67,617,064	\$ 61,374,888	\$ -	\$ 6,242,176	91%		\$ 47,117,935	30%
EXPENDITURES										
Administration	\$ 12,177,072	\$ (1,017,361)	\$ 11,159,711	\$ 9,796,731	\$ 191,457	\$ 1,171,523	90%	5	\$ 9,584,791	2%
Police	17,724,406	(184,586)	17,539,820	14,662,480	479,248	2,398,092	86%	3	10,941,573	34%
Fire/EMS	15,945,810	177,430	16,123,240	14,476,140	275,486	1,371,614	91%	3	10,265,972	41%
Public Works	5,512,375	(322,299)	5,190,076	3,897,880	371,943	920,254	82%	5, 6	3,853,971	1%
Community Services	9,346,688	(451,958)	8,894,730	7,251,582	397,385	1,245,762	86%	5	6,785,478	7%
Development Services	4,083,700	(45,481)	4,038,219	3,400,528	122,746	514,945	87%		3,435,344	-1%
Engineering	2,708,971	(131,017)	2,577,954	2,247,213	25,081	305,660	88%		2,157,827	4%
Transfers Out	710,000	14,859	724,859	650,833	-	74,026	90%		-	0%
Total Expenses	\$ 68,209,022	\$ (1,960,413)	\$ 66,248,609	\$ 56,383,388	\$ 1,863,346	\$ 8,001,875	88%		\$ 47,024,956	20%
REVENUE OVER (UNDER) EXPENDITURES	\$ 31,542	\$ 1,336,913	\$ 1,368,455	\$ 4,991,501					\$ 92,979	
Beginning Fund Balance October 1			10,828,123	10,828,123					13,226,939	
Ending Fund Balance*			<u>\$ 12,196,578</u>	<u>\$ 15,819,624</u>					<u>\$ 13,319,918</u>	

Notes

- 1 Property taxes are billed in October and a majority of collections occur December through February. TIRZ Transfer made in May, percentage decreased accordingly.
 - 2 Franchise fees and other various license and fees are paid quarterly or annually.
 - 3 Higher amounts vs prior years due to Special Purpose District salaries being moved to General Fund. Offset by Transfers In.
 - 4 Increase in Transfers In vs prior year related to transfers from Capital Project and Special Purpose District funds for salaries.
 - 5 Contracts encumbered at the beginning of the year cause YTD percent to be higher than expected in early months.
 - 6 Higher amount vs prior year due to adding market adjustments and two additional staff.
- * Fund Balance Contingency per Charter and Reserve for FY26 = \$11,821,706 (21%).

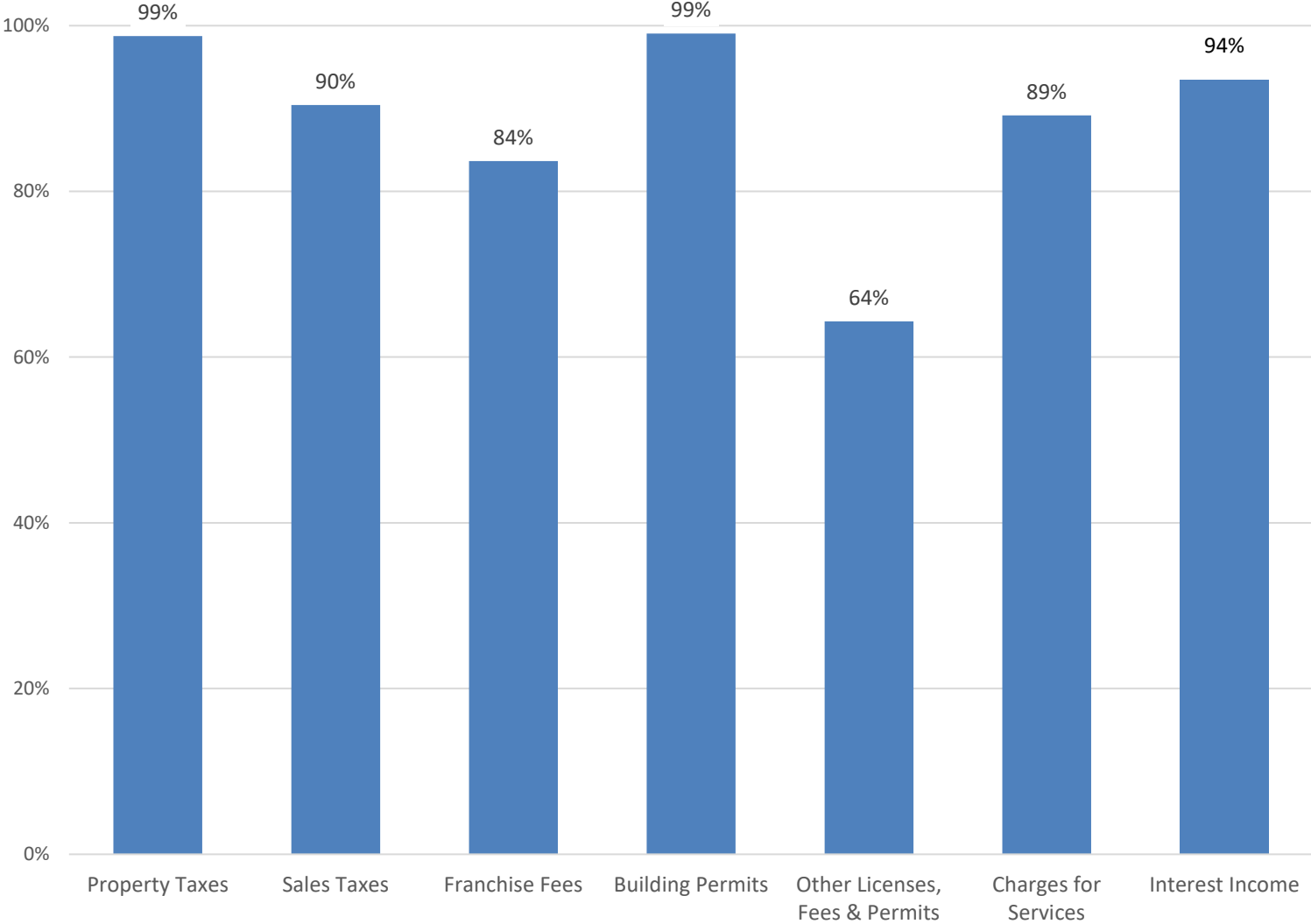
GENERAL FUND REVENUE

Current Year to Prior Year Actual

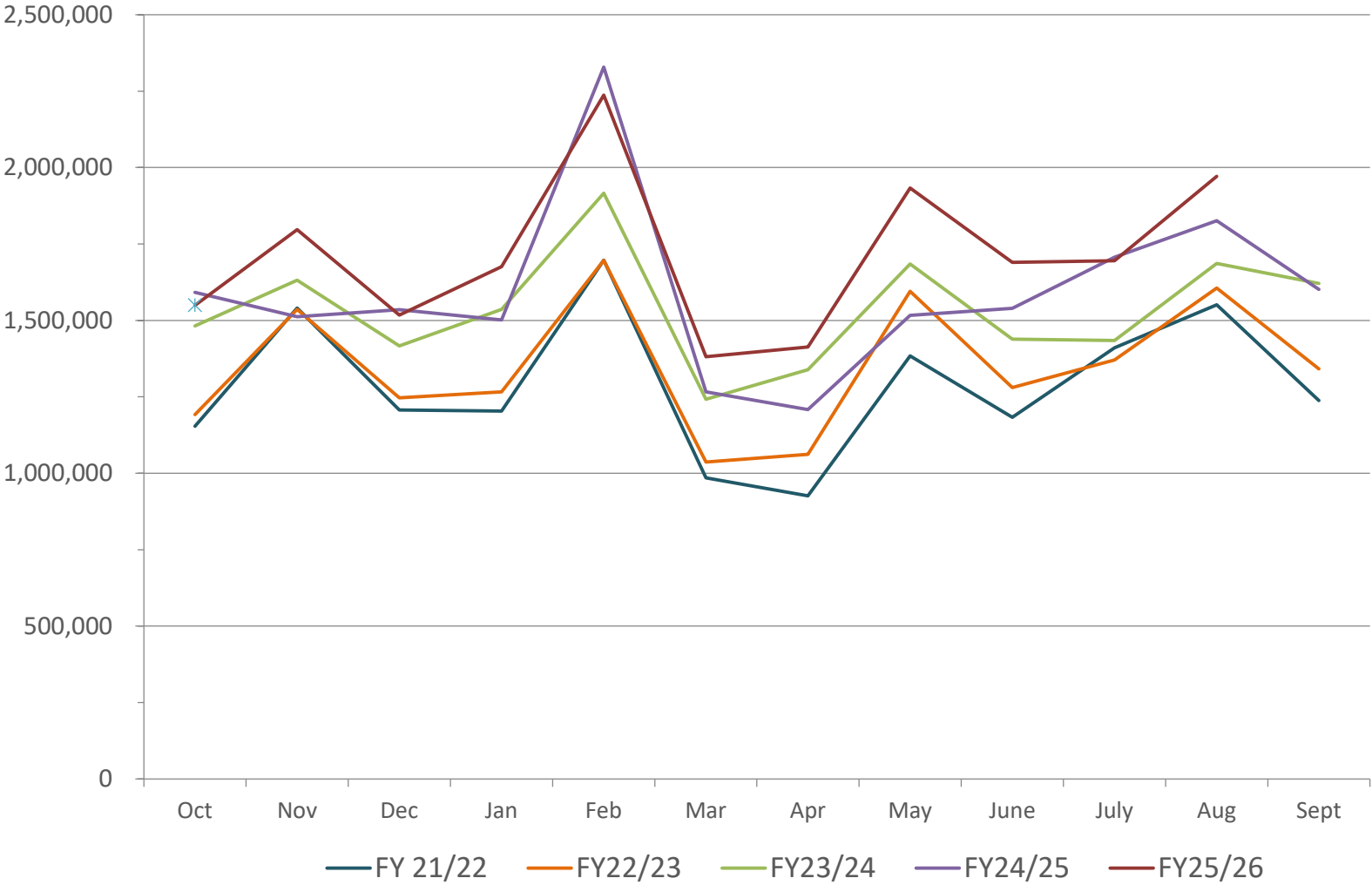


GENERAL FUND REVENUE

Year to Date Percentage of Budget



Sales Tax Revenue by Month



TOWN OF PROSPER, TEXAS
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Expected Year to Date Percent 91.7%

DEBT SERVICE FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Property Taxes-Delinquent	\$ 75,000	\$ (13,000)	\$ 62,000	\$ (44,046)	\$ -	\$ 106,046	-71%	4	\$ 51,499	-186%
Property Taxes-Current	20,684,204	610	20,684,814	20,685,860	-	(1,046)	100%	1	18,026,764	15%
Taxes-Penalties	40,000	11,906	51,906	69,737	-	(17,831)	134%		65,305	7%
Interest Income	145,000	-	145,000	165,912	-	(20,912)	114%		203,246	-18%
Transfer In	-	-	-	-	-	-	0%		-	0%
Total Revenues	\$ 20,944,204	\$ (484)	\$ 20,943,720	\$ 20,877,463	\$ -	\$ 66,257	100%		\$ 18,346,815	14%
EXPENDITURES										
Professional Services	\$ -	\$ -	\$ -	\$ 5,000	\$ -	\$ (5,000)	0%		\$ -	0%
Bond Administrative Fees	20,000	(11,500)	8,500	1,216	-	7,284	14%		1,015	20%
2014 GO Bond Payment	-	550,000	550,000	550,000	-	-	100%	3	50,000	1000%
2015 GO Bond Payment	1,444,300	-	1,444,300	1,444,300	-	-	100%		1,436,700	1%
2015 CO Bond Payment	-	-	-	-	-	-	0%		495,000	-100%
2016 GO Debt Payment	250,000	-	250,000	250,000	-	-	100%		-	0%
2016 CO Debt Payment	470,000	-	470,000	470,000	-	-	100%		105,000	348%
2017 CO Debt Payment	490,000	-	490,000	490,000	-	-	100%		480,000	2%
2018 GO Debt Payment	170,000	-	170,000	170,000	-	-	100%		160,000	6%
2018 CO Debt Payment	560,000	-	560,000	560,000	-	-	100%	2	520,000	8%
2019 CO Debt Payment	564,212	-	564,212	564,212	-	-	100%		549,266	3%
2019 GO Debt Payment	175,000	-	175,000	175,000	-	-	100%		170,000	3%
2020 CO Debt Payment	445,000	-	445,000	445,000	-	-	100%		430,000	3%
2021 CO Debt Payment	270,000	-	270,000	270,000	-	-	100%		265,000	2%
2021 GO Debt Payment	1,205,000	-	1,205,000	1,205,000	-	-	100%		1,355,000	-11%
2022 GO Debt Payment	1,070,000	-	1,070,000	1,070,000	-	-	100%		1,020,000	5%
2023 GO Debt Payment	1,340,000	-	1,340,000	1,340,000	-	-	100%		1,055,000	27%
2024 GO Debt Payment	1,035,000	-	1,035,000	1,035,000	-	-	100%		2,100,000	-51%
2025 GO Debt Payment	3,150,000	-	3,150,000	3,150,000	-	-	100%		-	0%
Bond Interest Expense	8,506,816	5,352	8,512,168	8,512,166	-	-	100%		8,082,573	5%
Total Expenditures	\$ 21,165,328	\$ 543,852	\$ 21,709,180	\$ 21,706,893	\$ -	\$ 2,284	100%		\$ 18,274,553	19%
REVENUE OVER (UNDER) EXPENDITURES	\$ (221,124)	\$ (544,336)	\$ (765,460)	\$ (829,430)					\$ 72,261	
Beginning Fund Balance October 1			1,335,683	1,335,683					1,245,232	
Ending Fund Balance Current Month			<u>\$ 570,224</u>	<u>\$ 506,253</u>					<u>\$ 1,317,493</u>	

Notes

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

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EAST THOROUGHFARE IMPACT FEES FUND

	Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance
REVENUES									
East Thoroughfare Impact Fees		\$ 1,200,000	\$ -	\$ 1,200,000	\$ 1,189,725				
East Thoroughfare Other Revenue		-	-	-	-				
Interest Income		100,000	-	100,000	50,050				
Total Revenues		<u>\$ 1,300,000</u>	<u>\$ -</u>	<u>\$ 1,300,000</u>	<u>\$ 1,239,776</u>				
EXPENDITURES									
Developer Reimbursements	\$ 250,000	\$ 250,000	\$ -	\$ 250,000	\$ -	\$ -	\$ 250,000	\$ -	\$ 250,000
Developer Refund (from PY)*	-	-	-	-	251,734	-	-	-	-
Total Developer Reimbursements	<u>\$ 250,000</u>	<u>\$ 250,000</u>	<u>\$ -</u>	<u>\$ 250,000</u>	<u>\$ 251,734</u>	<u>\$ -</u>	<u>\$ 250,000</u>	<u>\$ -</u>	<u>\$ 250,000</u>
Transfer to Capital Project Fund	\$ 2,400,000	\$ 2,400,000	\$ 368,480	\$ 2,768,480	\$ 2,768,479	\$ -	\$ -	\$ -	\$ -
Total Transfers Out	<u>\$ 2,400,000</u>	<u>\$ 2,400,000</u>	<u>\$ 368,480</u>	<u>\$ 2,768,480</u>	<u>\$ 2,768,479</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Total Expenditures	<u>\$ 2,650,000</u>	<u>\$ 2,650,000</u>	<u>\$ 368,480</u>	<u>\$ 3,018,480</u>	<u>\$ 3,020,213</u>	<u>\$ -</u>	<u>\$ 250,000</u>	<u>\$ -</u>	<u>\$ 250,000</u>
REVENUE OVER (UNDER) EXPENDITURES				\$ (1,718,480)	\$ (1,780,437)				
Beginning Fund Balance October 1				2,212,875	2,212,875				
Ending Fund Balance Current Month				<u>\$ 494,395</u>	<u>\$ 432,438</u>				

Notes

* This will be corrected at midyear.

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WEST THOROUGHFARE IMPACT FEES FUND

	Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance
REVENUES									
West Thoroughfare Impact Fees		\$ 4,500,000	\$ -	\$ 4,500,000	\$ 3,177,556				
West Thoroughfare Other Revenue		-	-	-	-				
Interest Income		200,000	-	200,000	197,431				
Total Revenues		<u>\$ 4,700,000</u>	<u>\$ -</u>	<u>\$ 4,700,000</u>	<u>\$ 3,374,987</u>				
EXPENDITURES									
Developer Reimbursements									
Pk Place, Prosper Hills, Prosper Meadow	\$ 4,014,469	\$ 900,000	\$ -	\$ 900,000	\$ 447,922	\$ -	\$ 452,078	\$ 125,492	\$ 3,441,055
Parks @ Legacy	6,729,293	-	-	-	407,173	-	(407,173)	6,322,119	-
Star Trail Developer Reimb	6,872,624	-	-	-	-	-	-	6,872,624	-
Legacy Garden Developer Reimb	3,407,300	-	-	-	492,239	-	(492,239)	511,737	2,403,323
DNT Frontier Retail	2,154,348	600,000	-	600,000	270,635	-	329,365	1,343,841	539,872
Total Developer Reimbursements	<u>\$ 23,178,034</u>	<u>\$ 1,500,000</u>	<u>\$ -</u>	<u>\$ 1,500,000</u>	<u>\$ 1,617,970</u>	<u>\$ -</u>	<u>\$ (117,970)</u>	<u>\$ 15,175,814</u>	<u>\$ 6,384,250</u>
Transfer to Capital Project Fund	\$ 3,000,000	\$ 3,000,000	\$ -	\$ 3,000,000	\$ 3,000,000		\$ -	\$ -	\$ -
Total Transfers Out	<u>\$ 3,000,000</u>	<u>\$ 3,000,000</u>	<u>\$ -</u>	<u>\$ 3,000,000</u>	<u>\$ 3,000,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Total Expenditures	<u>\$ 26,828,034</u>	<u>\$ 4,500,000</u>	<u>\$ -</u>	<u>\$ 4,500,000</u>	<u>\$ 4,617,970</u>	<u>\$ -</u>	<u>\$ (117,970)</u>	<u>\$ 15,175,814</u>	<u>\$ 7,034,250</u>
REVENUE OVER (UNDER) EXPENDITURES				\$ 200,000	\$ (1,242,983)				
Beginning Fund Balance October 1				6,079,635	6,079,635				
Ending Fund Balance Current Month				<u>\$ 6,279,635</u>	<u>\$ 4,836,652</u>				

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WATER IMPACT FEES FUND

	Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance
REVENUES									
Impact Fees Water		\$ 3,250,000	\$ -	\$ 3,250,000	\$ 1,954,538				
Interest Income		200,000	-	200,000	209,807				
Total Revenues		<u>\$ 3,450,000</u>	<u>\$ -</u>	<u>\$ 3,450,000</u>	<u>\$ 2,164,345</u>				
EXPENDITURES									
Developer Reimbursements									
DNT Frontier Retail	\$ 343,542	\$ 200,000	\$ -	\$ 200,000	\$ -	\$ -	\$ 200,000	\$ 54,252	\$ 289,290
Star Trail	3,200,733	500,000	-	500,000	-	-	500,000	3,200,733	-
Victory at Frontier	209,392	68,031	-	68,031	3,821	-	64,210	168,869	36,702
Pk Place, Prosper Hills, Prosper Meadow	1,406,859	1,022,502	-	1,022,502	338,535	-	683,967	-	1,068,324
Total Developer Reimbursements	<u>\$ 5,160,526</u>	<u>\$ 1,790,533</u>	<u>\$ -</u>	<u>\$ 1,790,533</u>	<u>\$ 342,356</u>	<u>\$ -</u>	<u>\$ 1,448,177</u>	<u>\$ 3,423,854</u>	<u>\$ 1,394,316</u>
Transfer to Capital Project Fund*	\$ -	\$ 4,300,000	\$ 1,499,905	\$ 5,799,905	\$ 5,799,905	\$ -	\$ -	\$ -	\$ -
Total Transfers Out	<u>\$ -</u>	<u>\$ 4,300,000</u>	<u>\$ 1,499,905</u>	<u>\$ 5,799,905</u>	<u>\$ 5,799,905</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Total Expenditures	<u>\$ 5,160,526</u>	<u>\$ 6,090,533</u>	<u>\$ 1,499,905</u>	<u>\$ 7,590,438</u>	<u>\$ 6,142,261</u>	<u>\$ -</u>	<u>\$ 1,448,177</u>	<u>\$ 3,423,854</u>	<u>\$ 1,394,316</u>
REVENUE OVER (UNDER) EXPENDITURES				\$ (4,140,438)	\$ (3,977,916)				
Beginning Fund Balance October 1				7,728,595	7,728,595				
Ending Fund Balance Current Month				<u>\$ 3,588,157</u>	<u>\$ 3,750,679</u>				

* This will be corrected at midyear.

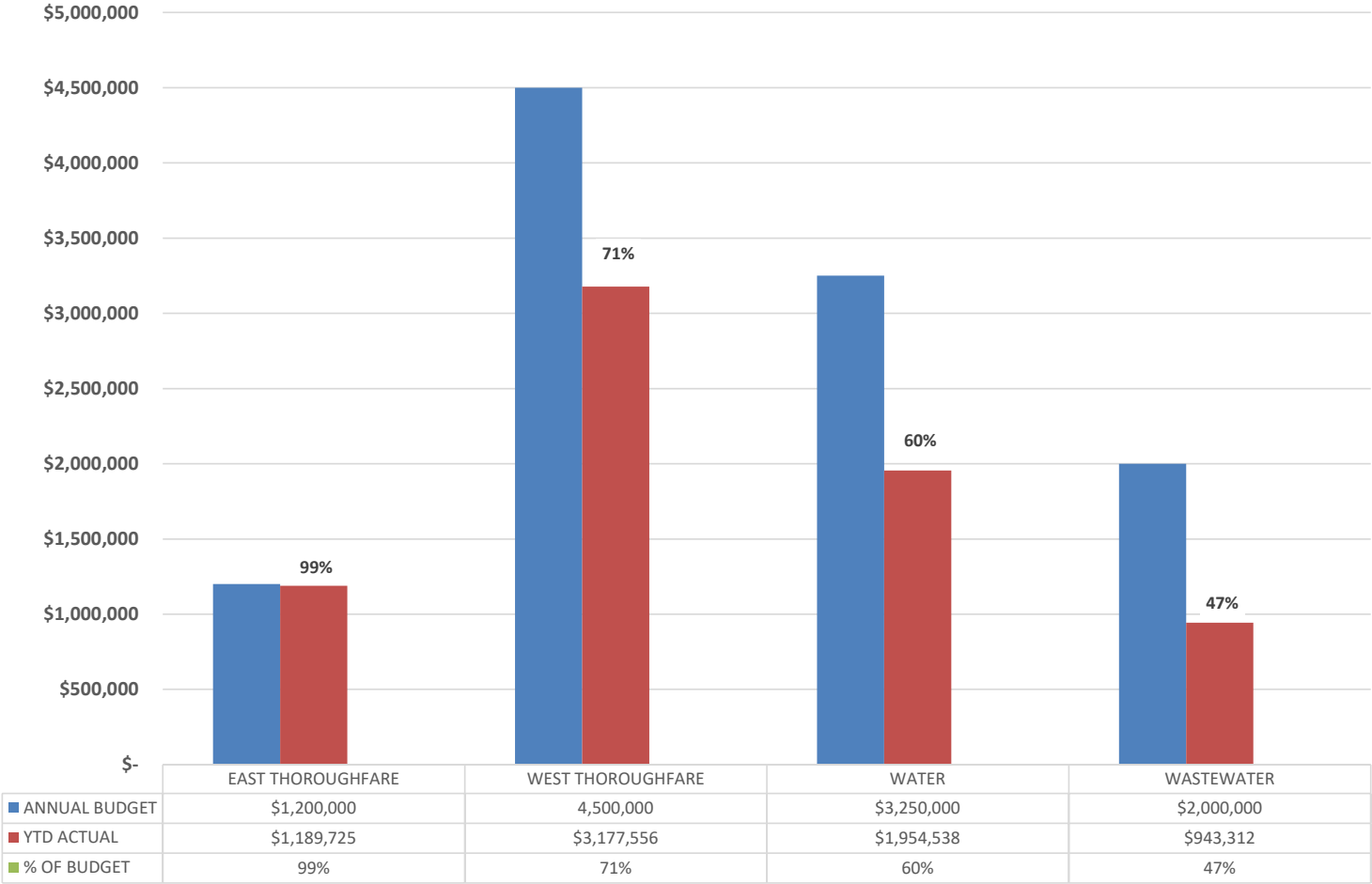
TOWN OF PROSPER, TEXAS
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WASTEWATER IMPACT FEES FUND

	Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance
REVENUES									
Impact Fees Wastewater		\$ 2,000,000	\$ -	\$ 2,000,000	\$ 943,312				
Interest Income		100,000	-	100,000	54,216				
Upper Trinity Equity Fee		300,000	-	300,000	127,500				
Total Revenues		<u>\$ 2,400,000</u>	<u>\$ -</u>	<u>\$ 2,400,000</u>	<u>\$ 1,125,028</u>				
EXPENDITURES									
Developer Reimbursements									
LaCima Developer Reimb	\$ 707,235	\$ 308,726	\$ -	\$ 308,726	\$ -	\$ -	\$ 308,726	\$ 414,818	\$ 292,417
All Storage Developer Reimb	454,900	150,000	-	150,000	-	-	150,000	54,180	400,720
Pk Place, Prosper Hills, Prosper Meadow	186,169	100,000	-	100,000	-	-	100,000	-	186,169
Total Developer Reimbursements	<u>\$ 1,348,304</u>	<u>\$ 558,726</u>	<u>\$ -</u>	<u>\$ 558,726</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 558,726</u>	<u>\$ 468,998</u>	<u>\$ 879,306</u>
Transfer to Capital Project Fund*	\$ 2,568,378	\$ 2,568,378	\$ 476,207	\$ 3,044,585	\$ 3,044,585	\$ -	\$ -	\$ -	\$ -
Total Transfers Out	<u>\$ 2,568,378</u>	<u>\$ 2,568,378</u>	<u>\$ 476,207</u>	<u>\$ 3,044,585</u>	<u>\$ 3,044,585</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Total Expenditures	<u>\$ 3,916,682</u>	<u>\$ 3,127,104</u>	<u>\$ 476,207</u>	<u>\$ 3,603,311</u>	<u>\$ 3,044,585</u>	<u>\$ -</u>	<u>\$ 558,726</u>	<u>\$ 468,998</u>	<u>\$ 879,306</u>
REVENUE OVER (UNDER) EXPENDITURES				\$ (1,203,311)	\$ (1,919,557)				
Beginning Fund Balance October 1				2,463,452	2,463,452				
Ending Fund Balance Current Month				<u>\$ 1,260,141</u>	<u>\$ 543,895</u>				

* This will be corrected at midyear.

IMPACT FEE REVENUE
YTD Actual to Annual Budget



TOWN OF PROSPER, TEXAS
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Expected Year to Date Percent 91.7%

TIRZ #1 - BLUE STAR

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES									
Impact Fee Revenue:									
Water Impact Fees	\$ 50,000	\$ 181,547	\$ 231,547	\$ 313,314	\$ (81,767)	135%		\$ 365,345	-14%
Wastewater Impact Fees	700,000	(300,000)	400,000	529,406	(129,406)	132%		539,919	-2%
East Thoroughfare Impact Fees	50,000	-	50,000	484,365	(434,365)	969%		283,412	71%
Property Taxes - Town (Current)	1,376,961	(445)	1,376,516	1,376,516	-	100%	1	1,256,338	10%
Property Taxes - Town (Rollback)	-	-	-	-	-	0%	1	165,155	-100%
Property Taxes - County (Current)	295,022	(4,252)	290,770	290,770	-	100%	3	265,382	10%
Sales Taxes - Town	1,386,765	-	1,386,765	1,182,353	204,412	85%		1,145,372	3%
Sales Taxes - EDC	1,161,416	-	1,161,416	990,221	171,195	85%		959,249	3%
Interest Income	50,000	25,000	75,000	143,405	(68,405)	191%		179,731	-20%
Transfer In	-	-	-	-	-	0%		-	0%
Total Revenue	\$ 5,070,164	\$ (98,150)	\$ 4,972,014	\$ 5,310,350	\$ (338,336)	107%		\$ 5,159,905	3%
EXPENDITURES									
Professional Services	\$ 3,000	-	\$ 3,000	\$ -	\$ 3,000	0%		\$ -	0%
Developer Reimbursement	6,480,373	-	6,480,373	-	6,480,373	0%	2	-	0%
Transfers Out	-	-	-	-	-	0%		-	0%
Total Expenses	\$ 6,483,373	\$ -	\$ 6,483,373	\$ -	\$ 6,483,373	0%		\$ -	0%
REVENUE OVER (UNDER) EXPENDITURES	\$ (1,413,209)	\$ (98,150)	\$ (1,511,359)	\$ 5,310,350				\$ 5,159,905	
Beginning Fund Balance October 1			2,004,259	2,004,259				2,542,101	
Ending Fund Balance Current Month			<u>\$ 492,900</u>	<u>\$ 7,314,609</u>				<u>\$ 7,702,006</u>	

Notes

- 1 Property tax documentation received in May to make transfer.
- 2 TIRZ reimbursements are typically made in the last quarter of the fiscal year.
- 3 County's portion received in June.

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Expected Year to Date Percent 91.7%

TIRZ #2

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES									
Property Taxes - Town (Current)	\$ 151,173	\$ (105)	\$ 151,068	\$ 151,068	\$ -	100%	1	\$ 114,647	32%
Property Taxes - Town (Rollback)	-	-	-	-	-	0%	1	-	0%
Property Taxes - County (Current)	9,285	22,626	31,911	31,911	-	100%	3	24,217	32%
Sales Taxes - Town	2,200	-	2,200	1,326	874	60%		1,384	-4%
Sales Taxes - EDC	2,200	-	2,200	1,326	874	60%		1,384	-4%
Interest Income	1,500	-	1,500	4,079	(2,579)	272%		3,739	9%
Total Revenue	\$ 166,358	\$ 22,521	\$ 188,879	\$ 189,711	\$ (832)	100%		\$ 145,370	31%
EXPENDITURES									
Professional Services	\$ -	\$ -	\$ -	\$ -	\$ -	0%		\$ -	0%
Developer Reimbursement	184,122	-	184,122	-	184,122	0%	2	-	0%
Transfers Out	-	-	-	-	-	0%		-	0%
Total Expenditures	\$ 184,122	\$ -	\$ 184,122	\$ -	\$ 184,122	0%		\$ -	0%
REVENUE OVER (UNDER) EXPENDITURES	\$ (17,764)	\$ 22,521	\$ 4,757	\$ 189,711				\$ 145,370	
Beginning Fund Balance October 1			41,205	41,205				25,751	
Ending Fund Balance Current Month			<u>\$ 45,962</u>	<u>\$ 230,916</u>				<u>\$ 171,121</u>	

Notes

- 1 Property tax documentation received in May to make transfer.
- 2 TIRZ reimbursements are typically made in the last quarter of the fiscal year.
- 3 County's portion received in June.

TOWN OF PROSPER, TEXAS
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Expected Year to Date Percent 91.7%

CRIME CONTROL AND PREVENTION SPECIAL PURPOSE DISTRICT

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Sales Tax - Town	\$ 3,426,536	\$ 87,302	\$ 3,513,838	\$ 3,099,925	\$ -	\$ 413,913	88%		\$ 2,852,488	9%
Interest Income	1,200	-	1,200	1,175	-	25	98%		11,576	-90%
Other	-	-	-	-	-	-	0%		-	0%
Total Revenue	\$ 3,427,736	\$ 87,302	\$ 3,515,038	\$ 3,101,100	\$ -	\$ 413,938	88%		\$ 2,864,064	8%
EXPENDITURES										
Personnel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%		\$ 2,108,161	-100%
Other	1,200	-	1,200	-	-	1,200	0%		1,930	-100%
Transfer Out	3,426,536	84,019	3,510,555	3,099,925	-	410,630	88%	1	-	0%
Total Expenditures	\$ 3,427,736	\$ 84,019	\$ 3,511,755	\$ 3,099,925	\$ -	\$ 411,830	88%		\$ 2,110,091	-200%
REVENUE OVER (UNDER) EXPENDITURES	\$ -	\$ 3,283	\$ 3,283	\$ 1,175					\$ 753,973	
Beginning Fund Balance October 1			97,422	97,422					398,065	
Ending Fund Balance Current Month			<u>\$ 100,705</u>	<u>\$ 98,597</u>					<u>\$ 1,152,038</u>	

Notes

- 1 Payroll costs are transferred monthly.

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

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Sales Tax - Town	\$ 3,460,319	\$ 46,952	\$ 3,507,271	\$ 3,096,763	\$ -	\$ 410,508	88%		\$ 2,869,732	8%
Interest Income	600	-	600	1,261	-	(661)	210%		1,721	-27%
Other	-	-	-	-	-	-	0%		-	0%
Total Revenue	\$ 3,460,919	\$ 46,952	\$ 3,507,871	\$ 3,098,024	\$ -	\$ 409,847	88%		\$ 2,871,453	8%
EXPENDITURES										
Personnel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%		\$ 2,661,521	-100%
Other	2,400	-	2,400	-	-	2,400	0%		1,930	-100%
Transfer Out	3,458,519	52,036	3,510,555	3,096,763	-	413,792	88%	1	-	0%
Total Expenditures	\$ 3,460,919	\$ 52,036	\$ 3,512,955	\$ 3,096,763	\$ -	\$ 416,192	88%		\$ 2,663,451	-200%
REVENUE OVER (UNDER) EXPENDITURES	\$ -	\$ (5,084)	\$ (5,084)	\$ 1,261					\$ 208,002	
Beginning Fund Balance October 1			75,732	75,732					382,940	
Ending Fund Balance Current Month			<u>\$ 70,648</u>	<u>\$ 76,993</u>					<u>\$ 590,942</u>	

Notes

- 1 Payroll costs are transferred monthly.

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PARK DEDICATION AND IMPROVEMENT FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Park Dedication Fees	\$ 1,550,000	\$ (5,000)	\$ 1,545,000	\$ -	\$ -	\$ 1,545,000	0%	1	\$ 1,303,973	-100%
Park Improvement Fees	800,000	-	800,000	4,500	-	795,500	1%		1,324,020	-100%
Interest - Park Dedication	20,000	-	20,000	24,475	-	(4,475)	122%		52,047	-53%
Interest - Park Improvement	20,000	-	20,000	19,900	-	100	100%		25,165	-21%
Contributions/Grants	-	-	-	-	-	-	0%		-	0%
Transfers In	-	-	-	-	-	-	0%		-	0%
Total Revenue	\$ 2,390,000	\$ (5,000)	\$ 2,385,000	\$ 48,876	\$ -	\$ 2,336,124	2%		\$ 2,705,205	-98%
EXPENDITURES										
Transfers Out - Park Dedication	\$ 1,400,000	\$ -	\$ 1,400,000	\$ 1,400,000	\$ -	\$ -	100%		\$ 1,115,050	26%
Park Dedication	-	-	-	-	-	-	0%		-	0%
Transfers Out - Park Improvement	750,000	-	750,000	750,000	-	-	100%		465,000	61%
Park Improvement	-	-	-	-	-	-	0%		-	0%
Total Expenditures	\$ 2,150,000	\$ -	\$ 2,150,000	\$ 2,150,000	\$ -	\$ -	100%		\$ 1,580,050	36%
REVENUE OVER (UNDER) EXPENDITURES	\$ 240,000	\$ (5,000)	\$ 235,000	\$ (2,101,124)					\$ 1,125,155	
Beginning Fund Balance October 1			2,379,093	2,379,093					1,232,390	
Ending Fund Balance Current Month			<u>\$ 2,614,093</u>	<u>\$ 277,969</u>					<u>\$ 2,357,545</u>	

Notes

1 Fees from Legacy Garden and Mirabella are anticipated later in the year.

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SPECIAL REVENUE FUNDS

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Interest Income	\$ 31,550	\$ -	\$ 31,550	\$ 35,303	\$ -	\$ (3,753)	112%		\$ 295,405	-88%
Police Donation Revenue	15,500	-	15,500	19,131	-	(3,631)	123%		25,259	-24%
Cash Seizure Forfeiture	-	-	-	101,002	-	(101,002)	0%		16,521	511%
Fire Donation Revenue	15,500	-	15,500	16,142	-	(642)	104%		15,367	5%
Child Safety Revenue	28,000	-	28,000	9,055	-	18,945	32%		28,816	-69%
Court Technology/Security Revenue	16,723	-	16,723	39,097	-	(22,374)	234%		27,284	43%
Municipal Jury revenue	170	-	170	439	-	(269)	258%		372	18%
Tree Mitigation	300,000	-	300,000	167,956	-	132,045	56%		56,858	195%
Escrow Income	-	-	-	-	-	-	0%		10,000	-100%
LEOSE Revenue	3,000	-	3,000	11,016	-	(8,016)	367%		10,288	7%
60-A Inspection Revenue	-	-	-	16,240	-	(16,240)	0%		-	0%
Transfer In	-	14,859	14,859	14,858	-	-	100%		-	0%
Total Revenue	\$ 410,443	\$ 14,859	\$ 425,302	\$ 430,238	\$ -	\$ (4,937)	101%		\$ 486,172	-12%
EXPENDITURES										
Police Donation Expense	\$ 25,000	\$ -	\$ 25,000	\$ 18,378	\$ -	\$ 6,622	74%		\$ 3,989	361%
Police Seizure Expense	23,000	16,000	39,000	20,704	-	18,296	53%		9,492	118%
Fire Donation Expense	10,000	-	10,000	713	6,846	2,440	76%		34,342	-98%
Child Safety Expense	80,000	-	80,000	14,711	-	65,289	18%		695	2018%
Court Technology/Security Expense	25,060	-	25,060	-	-	25,060	0%		-	0%
Tree Mitigation Expense	-	-	-	-	6,996	(6,996)	0%		-	0%
LEOSE Expense	10,000	-	10,000	-	-	10,000	0%		1,489	-100%
60-A Inspection Expense	-	-	-	-	-	-	0%		-	0%
Transfer Out (Escrow Funds)	-	-	-	-	-	-	0%		-	0%
Transfer Out (Tree Mitigation)	850,000	15,000	865,000	850,000	-	15,000	98%		1,150,000	-26%
Total Expenses	\$ 1,023,060	\$ 31,000	\$ 1,054,060	\$ 904,506	\$ 13,842	\$ 135,712	87%		\$ 1,200,007	-25%
REVENUE OVER (UNDER) EXPENDITURES	\$ (612,617)	\$ (16,141)	\$ (628,758)	\$ (474,267)					\$ (713,835)	
Beginning Fund Balance October 1			1,359,045	1,359,045					2,356,265	
Ending Fund Balance Current Month			<u>\$ 730,287</u>	<u>\$ 884,778</u>					<u>\$ 1,642,430</u>	

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HOTEL OCCUPANCY TAX FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Hotel Occupancy Tax	\$ 302,675	\$ -	\$ 302,675	\$ 150,457	\$ -	\$ 152,218	50%		\$ -	0%
Interest Income	2,000	-	2,000	1,930	-	70	96%		-	0%
Other	-	-	-	-	-	-	0%		-	0%
Total Revenue	\$ 304,675	\$ -	\$ 304,675	\$ 152,387	\$ -	\$ 152,288	50%		\$ -	0%
EXPENDITURES										
Personnel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%		\$ -	0%
Hotel Occupancy Tax Rebate	100,892	(100,892)	-	-	-	-	0%		-	0%
Other	-	-	-	-	-	-	0%		-	0%
Total Expenditures	\$ 100,892	\$ (100,892)	\$ -	\$ -	\$ -	\$ -	0%		\$ -	0%
REVENUE OVER (UNDER) EXPENDITURES	\$ 203,783	\$ 100,892	\$ 304,675	\$ 152,387					\$ -	
Beginning Fund Balance October 1			-	-					-	
Ending Fund Balance Current Month			<u>\$ 304,675</u>	<u>\$ 152,387</u>					<u>\$ -</u>	

Notes

* Holiday Inn Express opened November 13, 2025.

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WATER-SEWER FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Water Charges for Services	\$ 27,821,398	\$ (450,000)	\$ 27,371,398	\$ 21,666,735	\$ -	\$ 5,704,663	79%	3	\$ 19,442,433	11%
Sewer Charges for Services	18,074,593	(175,000)	17,899,593	15,688,295	-	2,211,298	88%	3	12,640,702	24%
Licenses, Fees & Permits	193,000	30,000	223,000	186,852	-	36,149	84%	5	444,730	-58%
Utility Billing Penalties	205,500	-	205,500	201,777	-	3,723	98%		240,378	-16%
Interest Income	350,000	-	350,000	337,467	-	12,533	96%		434,240	-22%
Other	691,700	-	691,700	616,155	-	75,545	89%		624,895	-1%
Transfer In	-	-	-	-	-	-	0		-	0%
Total Revenues	\$ 47,336,191	\$ (595,000)	\$ 46,741,191	\$ 38,697,280	\$ -	\$ 8,043,911	83%		\$ 33,827,377	14%
EXPENDITURES										
Administration	\$ 996,176	\$ -	\$ 996,176	\$ 1,076,694	\$ 39,676	\$ (120,194)	112%	2,4	\$ 1,170,235	-8%
Debt Service	8,313,546	1,490,181	9,803,727	8,241,497	-	1,562,230	84%	1	6,769,186	22%
Water Purchases	15,819,798	-	15,819,798	13,678,342	-	2,141,456	86%		12,203,351	12%
Wastewater Treatment Fees	6,035,065	-	6,035,065	5,412,592	-	622,473	90%		5,650,294	-4%
Franchise Fee	2,172,380	-	2,172,380	1,800,346	-	372,034	83%		1,042,116	73%
Public Works	10,776,413	102,495	10,878,908	8,146,286	699,066	2,033,556	81%		7,516,253	8%
Transfer Out	1,829,753	-	1,829,753	1,677,274	-	152,479	92%		1,210,642	39%
Total Expenses	\$ 45,943,131	\$ 1,592,676	\$ 47,535,807	\$ 40,033,031	\$ 738,742	\$ 6,764,034	86%		\$ 35,562,076	13%
REVENUE OVER (UNDER) EXPENDITURES	\$ 1,393,060	\$ (2,187,676)	\$ (794,616)	\$ (1,335,750)					\$ (1,734,699)	
Beginning Working Capital October 1			9,120,375	9,120,375					12,212,476	
*Ending Working Capital			<u>\$ 8,325,759</u>	<u>\$ 7,784,625</u>					<u>\$ 10,477,777</u>	

Notes

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

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WATER-SEWER FUND

	Aug-26		Aug-25		Growth % Change
	WATER	SEWER	WATER	SEWER	
# of Accts Residential	14,635	13,934	14,131	13,431	3.65%
# of Accts Commercial	576	560	513	469	15.68%
Consumption-Residential	323,053,425	136,302,004	280,055,860	95,645,218	22.27%
Consumption-Commercial	32,132,035	23,037,777	38,360,400	21,240,040	-7.43%
Consumption-Commercial Irrigation	73,794,156		50,493,690		46.15%
Avg Total Res Water Consumption	22,036		19,800		11.29%
Billed (\$) Residential	\$ 2,466,143	\$ 1,402,201	\$ 1,998,640	\$ 983,092	23.39%
Billed (\$) Commercial	\$ 344,718	\$ 294,914	\$ 391,566	\$ 215,422	-11.96%
Billed (\$) Commercial Irrigation	\$ 764,499		\$ 491,628		55.50%
Total Billed (\$)	\$ 3,575,359	\$ 1,697,116	\$ 2,881,834	\$ 1,198,514	29.22%

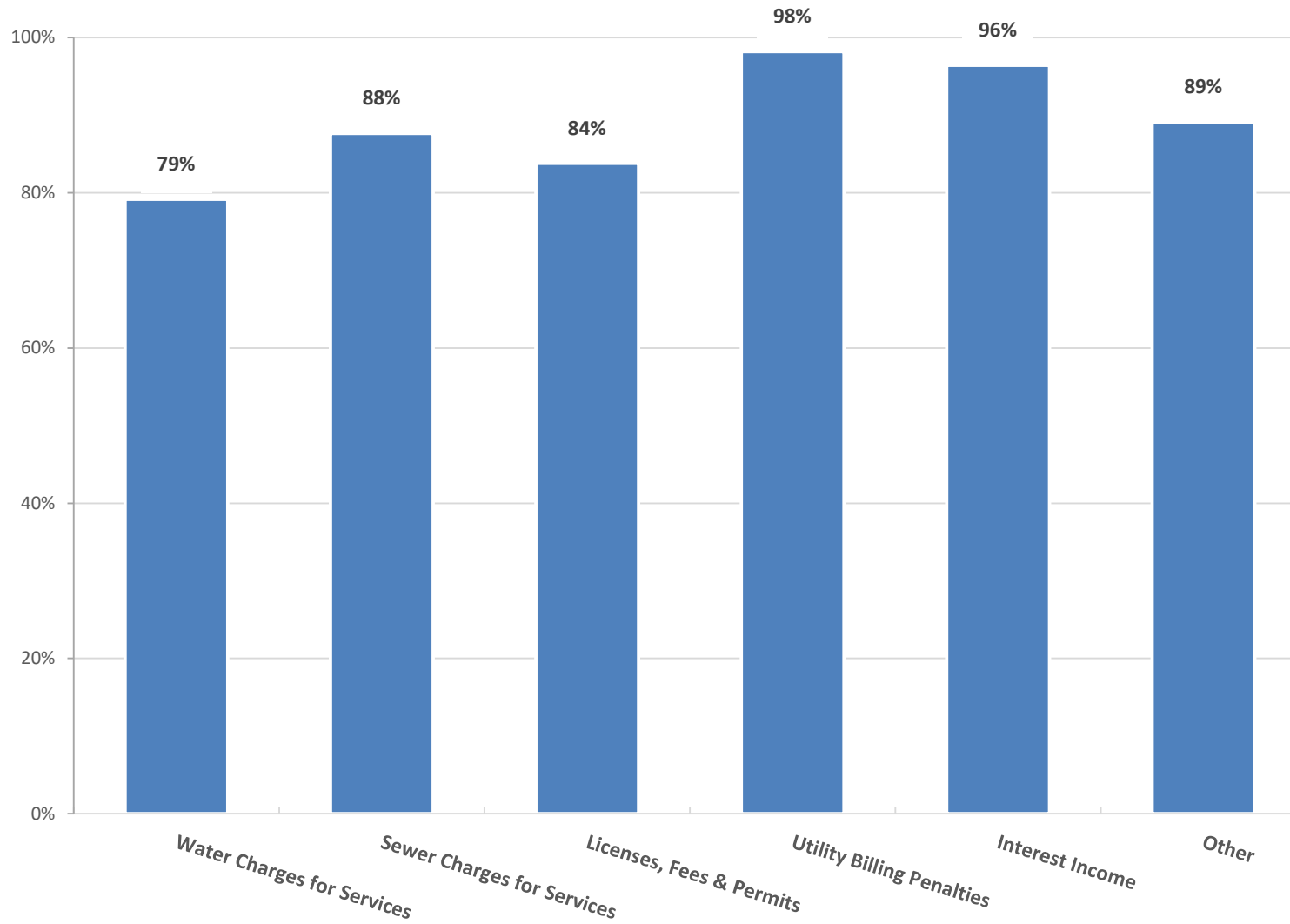
Month	FY2026			FY2025		
	Avg. Temp (°F)	# Rain Days	Rainfall (in)	Avg. Temp (°F)	# Rain Days	Rainfall (in)
October	73°	4	3.05	75°	1	0.41
November	63°	7	4.10	61°	9	4.09
December	54°	2	0.03	61°	13	5.91
January	47°	5	1.80	43°	6	5.94
February	60°	2	1.71	49°	10	2.12
March	67°	3	3.50	64°	7	1.31
April	70°	7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

Average Total Residential Water Consumption by Month				
Month	FY2026	FY2025	Five Year Average	Cumulative Average
October	15,618	17,490	17,477	17,477
November	12,738	14,260	11,974	29,450
December	8,559	9,080	7,760	37,211
January	7,680	6,340	6,932	44,142
February	7,417	6,090	6,415	50,487
March	6,717	6,308	6,631	57,188
April	11,933	10,638	9,897	67,085
May	11,712	11,310	11,332	78,418
June	13,026	13,536	11,912	90,330
July	15,188	15,430	18,548	108,877
August	22,036	19,802	22,581	131,458
September		18,840	20,443	151,901
TOTAL (gal)	132,624	149,124	151,901	

Weather Data: <https://www.wunderground.com/history/monthly/KDAL/date/2026-08>

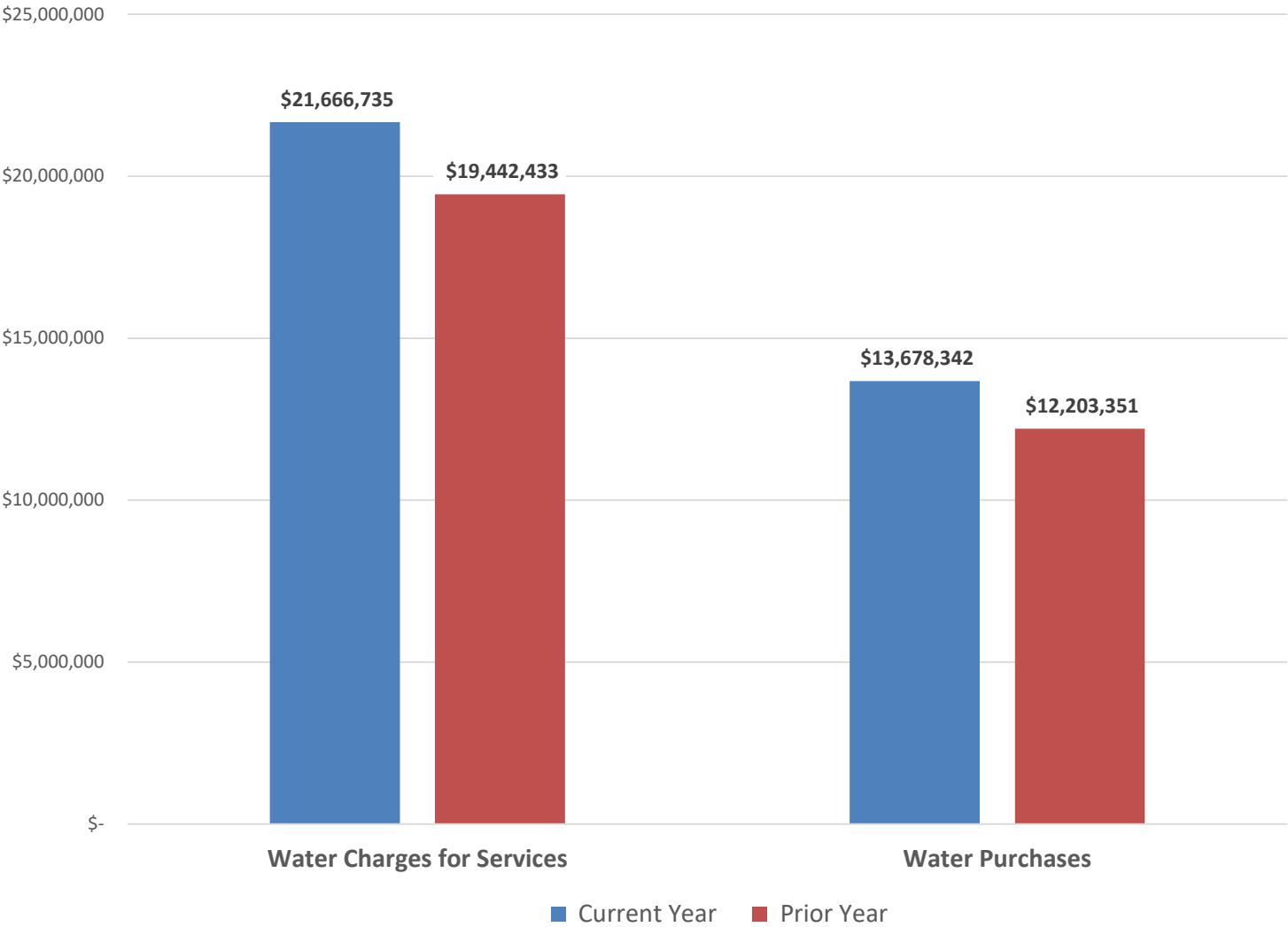
WATER SEWER FUND

REVENUE YTD % OF ANNUAL BUDGET



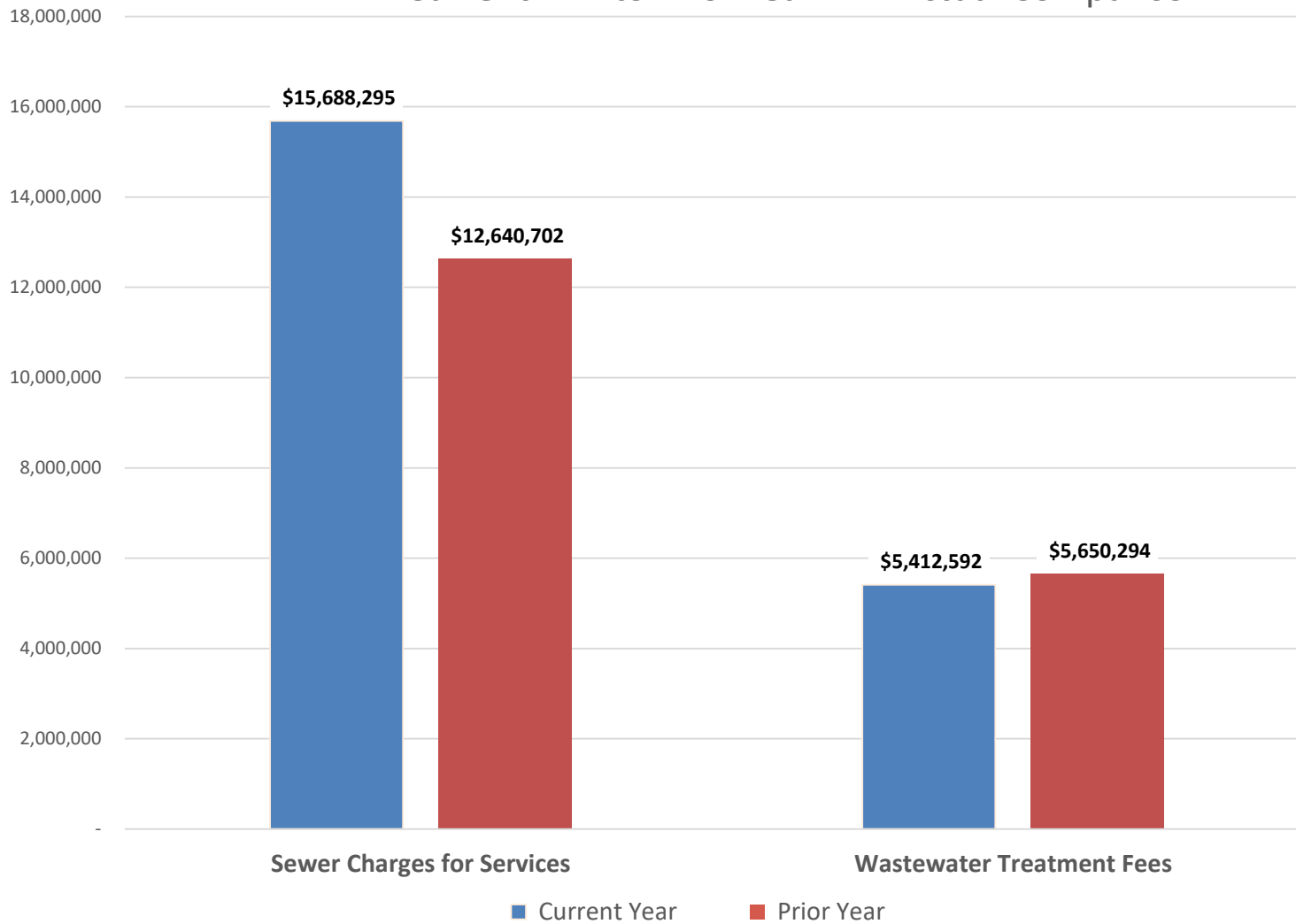
WATER REVENUE AND EXPENSE

Current YTD to Prior Year YTD Actual Comparison



SEWER REVENUE AND EXPENSE

Current YTD to Prior Year YTD Actual Comparison



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STORMWATER DRAINAGE UTILITY FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Storm Drainage Utility Fee	\$ 1,726,111	\$ (219,630)	\$ 1,506,481	\$ 1,362,672	\$ -	\$ 143,809	90%	3	\$ 904,313	51%
Drainage Review Fee	25,000	(15,400)	9,600	6,100	-	3,500	64%		-	0%
Interest Income	8,000	-	8,000	16,011	-	(8,011)	200%		8,460	89%
Other Revenue	-	30,000	30,000	54,000	-	(24,000)	180%		-	0%
Transfer In	-	-	-	-	-	-	0%		-	0%
Total Revenue	\$ 1,759,111	\$ (205,030)	\$ 1,554,081	\$ 1,438,783	\$ -	\$ 115,298	93%		\$ 912,772	58%
EXPENDITURES										
Administration	\$ 558,690	\$ -	\$ 558,690	\$ 429,626	\$ -	\$ 129,064	77%		\$ 371,016	16%
Debt Service	220,338	-	220,338	220,338	-	-	100%	2	200,219	10%
Operating Expenditures	119,546	-	119,546	57,526	8,000	54,020	55%		22,944	151%
Capital	267,374	-	267,374	-	-	267,374	0%		-	0%
Transfers Out	229,954	-	229,954	227,458	-	2,496	99%	1	194,830	17%
Total Expenses	\$ 1,395,902	\$ -	\$ 1,395,902	\$ 934,946	\$ 8,000	\$ 452,955	68%		\$ 789,008	18%
REVENUE OVER (UNDER) EXPENDITURES	\$ 363,209	\$ (205,030)	\$ 158,179	\$ 503,837					\$ 123,764	
Beginning Working Capital October 1			342,877	342,877					251,393	
Ending Working Capital Current Month			<u>\$ 501,056</u>	<u>\$ 846,714</u>					<u>\$ 375,157</u>	

Notes

- 1 Capital project funds are transferred as needed; General fund transfers are made monthly.
- 2 Annual debt service payments are made in February and August.
- 3 Stormwater fees raised for FY2026.

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SOLID WASTE FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Sanitation Charges for Services	\$ 3,938,626	\$ 227,585	\$ 4,166,211	\$ 3,861,499	\$ -	\$ 304,712	93%	2	\$ 3,392,181	14%
Interest Income	3,500	2,100	5,600	8,258	-	(2,658)	147%		7,665	8%
Transfer In	-	-	-	-	-	-	0%		-	0%
Total Revenues	\$ 3,942,126	\$ 229,685	\$ 4,171,811	\$ 3,869,757	\$ -	\$ 302,054	93%		\$ 3,399,846	14%
EXPENDITURES										
Administration	\$ 75,588	\$ 30,000	\$ 105,588	\$ 62,799	\$ -	\$ 42,789	59%		\$ 60,936	3%
Sanitation Collection	3,445,196	-	3,445,196	3,107,928	337,268	-	100%	1	2,657,418	17%
Capital Expenditure	-	120,120	120,120	80,080	-	40,040	67%		-	0%
Debt Service	257,501	-	257,501	236,042	-	21,459	92%		236,042	0%
Transfer Out	195,951	(30,000)	165,951	172,122	-	(6,171)	104%		-	0%
Total Expenses	\$ 3,974,236	\$ 120,120	\$ 4,094,356	\$ 3,658,971	\$ 337,268	\$ 98,118	98%		\$ 2,954,395	24%
REVENUE OVER (UNDER) EXPENDITURES	\$ (32,110)	\$ 109,565	\$ 77,455	\$ 210,786					\$ 445,450	
Beginning Working Capital October 1			278,792	278,792					52,403	
Ending Working Capital			<u>\$ 356,247</u>	<u>\$ 489,578</u>					<u>\$ 497,853</u>	

Notes

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

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VEHICLE AND EQUIPMENT REPLACEMENT FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Charges for Services	\$ 1,566,797	\$ 5,267	\$ 1,572,064	\$ 1,441,059	\$ -	\$ 131,005	92%		\$ 1,048,043	38%
Grant Revenue	-	-	-	-	-	-	0%		-	0%
Other Reimbursements	150,000	-	150,000	-	-	150,000	0%		22,325	-100%
Interest Income	250,000	-	250,000	132,484	-	117,516	53%		220,037	-40%
Auction Proceeds	-	-	-	209,883	-	(209,883)	0%		158,050	33%
Total Revenue	\$ 1,966,797	\$ 5,267	\$ 1,972,064	\$ 1,783,425	\$ -	\$ 188,639	145%		\$ 1,448,455	-69%
EXPENDITURES										
Vehicle Replacement	\$ 1,972,462	\$ 7,785	\$ 1,980,247	\$ 1,536,463	\$ 5,251,127	\$ (4,807,343)	343%	1, 2	\$ 1,622,095	-5%
Equipment Replacement	77,706	(1,503)	76,203	877,700	-	(801,497)	1152%	1	541,763	62%
Technology Replacement	1,089,094	(337,345)	751,749	-	-	751,749	0%		-	0%
Total Expenditures	\$ 3,139,262	\$ (331,063)	\$ 2,808,199	\$ 2,414,163	\$ 5,251,127	\$ (4,857,091)	273%		\$ 2,163,857	12%
REVENUE OVER (UNDER) EXPENDITURES	\$ (1,172,465)	\$ 336,330	\$ (836,135)	\$ (630,738)					\$ (715,403)	
Beginning Working Capital October 1			3,891,901	3,891,901					6,055,897	
Ending Working Capital Current Month			<u>\$ 3,055,766</u>	<u>\$ 3,261,163</u>					<u>\$ 5,340,494</u>	

Notes

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

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HEALTH INSURANCE FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Health Charges	\$ 7,231,912	\$ (274,428)	\$ 6,957,484	\$ 5,579,186	\$ -	\$ 1,378,298	80%	1, 3	\$ 4,542,603	23%
Cobra and Stop Loss Reimbursements	300,000	(150,000)	150,000	549,598	-	(399,598)	366%	2	865,016	-36%
Interest Income	20,000	(15,000)	5,000	4,699	-	301	94%		2,876	63%
Transfers In	710,000	-	710,000	650,833	-	59,167	92%		-	0%
Total Revenue	\$ 8,261,912	\$ (439,428)	\$ 7,822,484	\$ 6,784,316	\$ -	\$ 1,038,168	87%		\$ 5,410,494	25%
EXPENDITURES										
Contractual Services	\$ 133,911	\$ 205,000	\$ 338,911	\$ 241,304	\$ 3,800	\$ 93,806	72%		\$ 124,962	93%
Employee Health Insurance/Claims	8,371,480	(1,469,732)	6,901,748	6,743,920	375	157,453	98%		6,957,057	-3%
Total Expenditures	\$ 8,505,391	\$ (1,264,732)	\$ 7,240,659	\$ 6,985,224	\$ 4,175	\$ 251,260	97%		\$ 7,082,019	-1%
REVENUE OVER (UNDER) EXPENDITURES	\$ (243,479)	\$ 825,304	\$ 581,825	\$ (200,908)					\$ (1,671,525)	
Beginning Fund Balance October 1			65,965	65,965					148,135	
Ending Fund Balance Current Month			<u>\$ 647,790</u>	<u>\$ (134,943)</u>				3	<u>\$ (1,523,390)</u>	

Notes

- 1 Health Charges expected to increase later in the FY. New plan year starts January 2026. Additional staff bugeted February 2026.
- 2 Stop loss reimbursements are received after health claims are paid.
- 3 Health Charges revenue is for filled positions. Amounts for vacant positions is transferred at the end of the year, which will bring fund balance positive.

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GOVERNMENTAL CAPITAL PROJECTS FUND

	Prior Year Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Life to Date Amended Budget	Current Year Actual	Current Year Encumbrances	Prior Years Expenditure	Project Budget Balance
REVENUES								
Property Taxes - Capital Dedicated		\$ 10,500,000	\$ -	\$ 10,500,000	\$ 10,500,000			
Contributions/Interlocal Revenue		3,600,000	-	3,600,000	3,676,631			
Bond Proceeds - 2026 GO Bonds		23,297,062	-	23,297,062	-			
Interest Income		3,000,000	-	3,000,000	2,453,290			
Transfers In - Impact Fee Funds		5,500,000	-	5,500,000	5,768,479			
Transfers In - Tree Mitigation		850,000	-	850,000	850,000			
Transfers In - Park Dedication/Improvement		2,150,000	-	2,150,000	2,150,000			
Grants		-	-	-	646,113			
Other Revenue		-	-	-	7,287			
Transfers In		-	-	-	-			
Total Revenues		\$ 48,897,062	\$ -	\$ 48,897,062	\$ 26,051,799			

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GOVERNMENTAL CAPITAL PROJECTS FUND

	Prior Year Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Life to Date Amended Budget	Current Year Actual	Current Year Encumbrances	Prior Years Expenditure	Project Budget Balance
EXPENDITURES								
Street & Traffic Projects								
Street Projects								
First Street (DNT - Coleman)	\$ 24,758,067	\$ -	\$ -	\$ 24,758,067	\$ 1,122,532	\$ 19,857,059	\$ 3,760,129	\$ 18,348
Coit Road (First-Frontier)	27,789,900	-	(6,881,407)	20,908,493	5,444,058	5,546,900	3,215,538	6,701,998
DNT Main Lane (US 380 - FM 428)	7,671,186	-	-	7,671,186	2,557,062	-	5,114,123	1
Fishtrap (Elem-DNT)	32,230,732	-	(58,589)	32,172,143	160,649	463,989	31,499,530	47,975
Teel (US380 Intersection Improv.)	-	-	493,527	493,527	493,527	-	-	-
First Street (Coit-Custer) 4 Lanes	26,563,812	-	-	26,563,812	210	-	26,372,036	191,567
Preston Road / First Street Dual Le	900,000	-	-	900,000	13,542	8,534	71,523	806,400
Craig Street (Preston - Fifth)	750,000	4,400,000	-	5,150,000	52,684	17,793	719,042	4,360,481
Coleman (Gorgeous - Talon)	4,022,596	15,500,000	(6,298,291)	13,224,305	329,995	206,381	2,847,712	9,840,217
Legacy (Prairie - Fishtrap) - 4 lan	10,000,000	-	171,519	10,171,519	-	-	10,171,519	-
Teel Parkway (US 380 - Fishtrap Rd)	6,040,289	-	26,212	6,066,501	6,237	4,161	6,056,103	-
Coit Road / US 380 SB Dual Left Tur	27,917	-	-	27,917	2,064	-	23,986	1,867
Parvin (FM 1385 - Legacy)	500,000	-	-	500,000	-	-	500,000	-
Street Impact Fee Analysis	105,627	-	-	105,627	1,750	-	57,110	46,766
US 380 Deceleration Lanes - Denton	500,000	-	-	500,000	-	-	43,600	456,400
Safety Way (Cook - Technology)	800,000	-	-	800,000	-	-	454,085	345,915
Gorgeous/McKinley	700,000	-	-	700,000	15,000	-	608,940	76,060
First Street (Coleman - Craig)	2,500,000	-	-	2,500,000	5,315	273,489	516,408	1,704,788
Gee Road (US 380 - FM 1385) - 2 NB	3,900,000	1,100,000	-	5,000,000	52,687	98,165	1,590,688	3,258,460
Frontier Parkway (Legacy - DNT)	300,000	-	-	300,000	-	-	300,000	-
Star Trail, Phase 5: Street Repairs	1,450,000	-	-	1,450,000	710,654	300,000	-	439,346
Prosper Trail (Coit - Custer) - 2 W	1,400,000	-	-	1,400,000	63,559	121,263	578,178	637,000
Windsong Parkway/US 380 Dual Left T	152,620	-	-	152,620	-	-	73,318	79,302
Legacy Drive (Prosper Tr. to P	-	-	6,308,292	6,308,292	1,449	6,298,292	167	8,384
Coleman St (First-Georgeous)	660,000	-	-	660,000	38,753	239,945	381,902	(600)
Teel Parkway (First-Freeman)	855,510	-	59,923	915,433	-	295,589	619,844	-
Legacy (First St. - Prosper Tr	200,000	-	-	200,000	134,800	-	-	65,200
Legacy (First St. - Prosper Tr	550,000	-	-	550,000	-	-	-	550,000
Prosper Trail (Legacy - DNT)	1,200,000	-	-	1,200,000	333,322	448,372	260,306	158,000
Roundabout Peer Review and Tho	28,500	-	-	28,500	4,463	-	24,038	-
West Gorgeous (McKinley-Colema	230,000	-	-	230,000	38,170	100,699	84,128	7,004
Godwin Parkway (DNT - BNSF RR)	-	2,000,000	-	2,000,000	1,000,000	-	-	1,000,000
Whitley Place/First St. - Open Spac	-	250,000	-	250,000	-	-	-	250,000
Legacy Drive (Star Tr - Legacy MS)	-	-	-	-	-	-	-	-
Unprogrammed Future Projects	522,874	-	(95,102)	427,772	-	-	-	427,772

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GOVERNMENTAL CAPITAL PROJECTS FUND

Street & Traffic Projects

Traffic Projects

	Prior Year Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Life to Date Amended Budget	Current Year Actual	Current Year Encumbrances	Prior Years Expenditure	Project Budget Balance
Fifth Street Quiet Zone	500,000	-	-	500,000	390	-	-	499,610
Traffic Signal - Fishtrap & Artesia	525,000	140,000	(75,000)	590,000	1,305	6,707	323,079	258,909
Median Lighting US 380 (Mahard-Love	300,000	-	-	300,000	-	-	-	300,000
Traffic Signal - DNT/Frontier	281,500	-	-	281,500	-	56,637	213,560	11,303
Traffic Signal - Teel Pkway & Prair	525,000	140,000	73,720	738,720	478,306	60,415	39,304	160,696
Traffic Signal Acacia Parkway/Gee R	667,573	-	-	667,573	15,780	5,400	645,373	1,020
Traffic Signal First Street/Legacy	992,259	-	54,085	1,046,344	714,692	84,040	246,948	663
Opticom Repair/Installation	85,000	-	-	85,000	-	6,960	75,597	2,443
Gee/Lockwood Pedestrian Hybrid	357,113	-	-	357,113	232,291	6,285	113,650	4,887
First/Copper Canyon Pedestrian	331,054	-	-	331,054	211,103	4,937	108,867	6,147
First/Chaucer Pedestrian Hybri	316,374	-	-	316,374	198,633	4,927	106,658	6,156
Tr. Signal (Denton-Fishtrap)	390,428	-	-	390,428	-	-	377,974	12,454
Traffic Improvement Projects (	767,160	1,500,000	(954,189)	1,312,971	5,655	-	-	1,307,316
Traffic Signal Communications P	495,000	-	150,000	645,000	134,912	473,805	-	36,283
Traffic Signal - Legacy & Prai	525,000	140,000	(49,500)	615,500	-	-	-	615,500
School Zone Flashers	140,544	-	-	140,544	-	-	140,544	-
Traffic Equipment	15,928	-	-	15,928	-	-	15,928	-
Crosswalk Development Projects	140,000	-	-	140,000	57,839	5,101	62,984	14,076
Traffic Signal - Legacy & Prosper T	-	85,000	(24,750)	60,250	-	-	-	60,250
Traffic Signal - Legacy & Starwood	-	85,000	(24,750)	60,250	-	-	-	60,250
Traffic Signal Warrant Studies	-	85,000	(35,500)	49,500	17,325	32,175	-	-
First St at Fire No.3 Emgcy Signal	-	-	77,500	77,500	-	77,500	-	-
La Cima Blvd at Arrowhead-PHB	-	-	77,500	77,500	-	77,500	-	-
Coit Rd at Rodgers MS - PHB	-	-	77,500	77,500	-	77,500	-	-
Traffic Detection Equipment	-	-	550,000	550,000	-	-	-	550,000
Total Street & Traffic Projects	\$ 164,664,563	\$ 25,425,000	\$ (6,377,300)	\$ 183,712,262	\$ 14,650,711	\$ 35,260,519	\$ 98,414,418	\$ 35,386,614

TOWN OF PROSPER, TEXAS
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GOVERNMENTAL CAPITAL PROJECTS FUND

	Prior Year Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Life to Date Amended Budget	Current Year Actual	Current Year Encumbrances	Prior Years Expenditure	Project Budget Balance
Park Projects								
<u>Neighborhood Park</u>								
Windsong Park #3	\$ 350,000	\$ -	\$ -	\$ 350,000	\$ 307,824	\$ -	\$ -	\$ 42,176
Lakewood Preserve, Phase 2	5,587,255	-	(1)	5,587,255	8,889	5,478	5,563,948	8,940
Downtown Park (Broadway/Parvin)	1,158,240	200,000	(127,000)	1,231,240	540,595	34,102	99,058	557,485
Raymond Community Park Dam Repair	-	350,000	-	350,000	58,875	42,125	-	249,000
Playground Shade Structures - Lakew	-	200,000	-	200,000	-	-	-	200,000
Security Cameras - Raymond Communit	-	250,000	-	250,000	-	-	-	250,000
Pecan Grove & Whitley Place HOA Irr	-	125,000	-	125,000	-	-	-	125,000
Mirabella Park (Tellus)	-	500,000	-	500,000	-	-	-	500,000
Creeside Park (Shaddock)	-	445,000	-	445,000	-	-	-	445,000
<u>Trails</u>								
Doe Branch Trail Connections	1,684,000	-	-	1,684,000	405,851	50,277	124,111	1,103,761
<u>Downtown Improvements</u>								
Downtown Improvements	329,383	-	9,930	339,313	89,061	5,485	239,166	5,601
Downtown Monumentation	164,700	-	40,531	205,231	35,278	5,613	164,341	-
Downtown Monumentation, Broadway &	370,000	255,000	7,622	632,622	353,831	237,205	-	41,586
Prosper Parking Lot and Alley Impro	552,500	-	(23,168)	529,332	183,309	244,219	100,550	1,254
<u>Community Park</u>								
Raymond Community Park	24,787,000	128,000	390,000	25,305,000	6,740,621	565,344	17,375,181	623,854
Raymond Comm. Park, Trail/Brid	916,802	-	-	916,802	-	916,535	-	267
Froniter Park Pond Repairs	473,000	-	-	473,000	-	33,768	420,123	19,109
Frontier Park Concrete Repairs	120,000	-	-	120,000	-	-	-	120,000
Parks & Recreation Admin Facil	80,000	-	-	80,000	-	-	72,803	7,197
Doe Branch Property Masterplan	140,000	-	-	140,000	46,900	5,000	82,700	5,400
Dream Park	-	3,000,000	-	3,000,000	1,113,479	1,861,938	-	24,583
Playgr. Shade Struct.-Pecan Gr	160,000	-	-	160,000	-	-	158,923	1,077
<u>Median/ Landscape Screening</u>								
US 380 Green Ribbon Lndscp- Irrigat	2,295,000	-	-	2,295,000	192,662	25,233	1,601,537	475,567
Mahard Medians	-	500,000	39,006	539,006	30,000	509,006	-	-
Prairie Medians	-	250,000	-	250,000	14,500	35,500	-	200,000
Richland Median Lndscp (Prosper Com	-	150,000	-	150,000	-	-	-	150,000
Prosper Trail Screening (Preston -	550,000	-	7,000	557,000	49,339	-	472,986	34,675
Parks Master Plan Update	140,000	-	-	140,000	-	-	132,707	7,293
Unprogrammed Future Projects	400,190	-	(372,339)	27,851	-	-	-	27,851
Total Park Projects	\$ 40,258,070	\$ 6,353,000	\$ (28,419)	\$ 46,582,651	\$ 10,171,013	\$ 4,576,825	\$ 26,608,134	\$ 5,226,676

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GOVERNMENTAL CAPITAL PROJECTS FUND

	Prior Year Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Life to Date Amended Budget	Current Year Actual	Current Year Encumbrances	Prior Years Expenditure	Project Budget Balance
Facility Projects								
<u>Public Safety</u>								
Fire Station #4 Design	\$ 950,680	\$ -	\$ 2,772	\$ 953,452	\$ 96,481	\$ 12,403	\$ 856,971	\$ (12,403)
Fire Station #4 Other Developm	413,422	-	(2,772)	410,650	32,067	665	111,496	266,423
Fire Station #4 Construction	11,610,003	-	-	11,610,003	5,075,759	-	6,534,244	-
Fire Station #4 (FF&E)	700,000	-	-	700,000	456,654	-	-	243,346
Public Safety Fiber Ring	1,000,000	-	-	1,000,000	78,688	6,000	-	915,313
PD Needs Assessment	78,740	-	1	78,741	11,775	-	66,966	-
Town Hall HVAC Unit	-	-	61,933	61,933	61,933	-	-	-
Repairs Fire Station 2	-	-	57,429	57,429	57,429	4,205	-	(4,205)
Central Fire BAS System	-	-	65,732	65,732	65,732	-	-	-
Fire Station 2 BAS System	-	-	16,435	16,435	16,435	-	-	-
Fire Station 3 BAS System	-	-	39,694	39,694	39,694	-	-	-
Quint Fire Engine (New Central Fire	1,495,000	-	-	1,495,000	-	-	1,469,880	25,120
Ambulance (New Central Fire Station	495,000	-	-	495,000	-	-	487,388	7,612
Fire Engine Station #4	1,250,000	-	-	1,250,000	-	-	1,246,418	3,582
Ambulance Station #4	552,000	-	-	552,000	-	-	551,600	401
In-Car Camera System and Body Worn	387,225	-	-	387,225	-	-	16,900	370,325
<u>Non-Public Safety</u>								
Parks & Public Works, Phase 1	5,802,938	5,397,062	8,319,788	19,519,788	473,235	19,610,340	777,468	(1,341,255)
Finish Out Interior Spaces Town Hal	685,416	-	-	685,416	260,768	4,922	419,725	-
Library Master Pan	130,000	-	-	130,000	8,600	5,389	116,011	-
Town Hall Repairs - N. Parking	290,892	-	7,320	298,212	247,723	-	50,489	-
Facility Improvement Projects	-	300,000	(241,223)	58,777	-	-	-	58,777
Unprogrammed Future Projects	511,916	-	(340,653)	171,263	-	-	-	171,263
Total Facility Projects	\$ 26,353,232	\$ 5,697,062	\$ 7,986,456	\$ 40,036,751	\$ 6,982,973	\$ 19,643,924	\$ 12,705,557	\$ 704,299
Transfer Out								
CIP Salaries - Streets	\$ -	\$ 400,000	\$ -	\$ 400,000	\$ 400,000	\$ -	\$ -	\$ -
CIP Salaries - Parks	-	300,000	-	300,000	300,000	-	-	-
CIP Salaries - Facilities	-	300,000	-	300,000	300,000	-	-	-
Total Expenditures	\$ 231,275,865	\$ 38,475,062	\$ 1,580,737	\$ 271,331,664	\$ 32,804,698	\$ 59,481,268	\$ 137,728,108	\$ 41,317,589
REVENUE OVER (UNDER) EXPENDITURES				\$ (222,434,602)	\$ (6,752,899)			
Beginning Fund Balance (Restricted for Capital Projects) October 1				82,578,172	82,578,172			
Ending Fund Balance (Restricted for Capital Projects) Current Month				<u>\$ (139,856,430)</u>	<u>\$ 75,825,273</u>			

TOWN OF PROSPER, TEXAS
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UTILITY CAPITAL PROJECTS FUND

	Prior Year Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Life to Date Amended Budget	Current Year Actual	Current Year Encumbrances	Prior Year Expenditure	Project Budget Balance
REVENUES								
Interest Income		\$ 807,800	\$ -	\$ 807,800	\$ 1,381,226			
Bond Proceeds		26,538,619	-	26,538,619	-			
Grant Revenue		-	-	-	-			
Transfers In		-	-	-	-			
Transfers In - Impact Fee Funds		6,868,378	-	6,868,378	8,844,490			
Transfers In - Drainage Fund		200,000	-	200,000	200,000			
Total Revenues		<u>\$ 34,214,797</u>	<u>\$ -</u>	<u>\$ 34,214,797</u>	<u>\$ 10,425,715</u>			
EXPENDITURES								
Water Projects								
Lower Pressure Plane 42"	\$ 18,931,100	\$ -	\$ (346,400)	\$ 18,584,700	\$ -	\$ -	\$ 18,510,550	\$ 74,150
LPP Water Line Phase, 2A	9,000,000		(1,080,312)	7,919,688	42	-	7,919,646	-
Water Line Relocation-Frontier Park	6,900,000	-	-	6,900,000	3,437,865	547,783	1,554,570	1,359,781
Parks & Public Works, Phase 1	5,600,000	-	2,395,576	7,995,576	6,717,572	889,998	388,007	-
DNT (Prosper Trail - Frontier Parkw	23,785	-	-	23,785	-	-	3,585	20,200
Water Impact Fee Analysis	105,627	-	-	105,627	-	-	105,487	139
DNT Water Line Relocation	37,019	-	-	37,019	-	-	25,127	11,893
5 MG Ground Storage Tank	8,100,000	5,695,000	(74,150)	13,720,850	146,494	180,003	524,677	12,869,677
Craig Street 2 MG EST Rehabili	460,000	2,540,000	-	3,000,000	134,046	162,050	73,305	2,630,599
First Street (DNT - Coleman) - 12"	-	2,500,000	-	2,500,000	1,469,887	1,030,113	-	-
US 380 30-inch Water/8" WW Line Rel	-	1,800,000	-	1,800,000	287,619	731,191	-	781,190
Godwin Pkwy Materials	-	-	261,980	261,980	261,980	-	-	-
Unprogrammed Future Projects	356,728	-	(10,299)	346,429	-	-	-	346,429
Wastewater Projects								
Doe Branch Parallel Interceptor	16,253,327	-	-	16,253,327	3,750,000	-	3,750,000	8,753,327
Upper Doe Branch WW Line	8,025,000		(1,061,980)	6,963,021	1,910,887	448,901	4,573,501	29,731
Sewer Impact Fee Analysis	115,947	-	-	115,947	-	-	115,807	139
Doe Branch, Phase 3 WWTP	104,946,277	-	-	104,946,277	27,500,000	3,835	33,636,712	43,805,730
Wilson Creek WW Line	400,000	-	(94,714)	305,286	-	-	305,286	-
Denton ISD WW Line Reimburseme	531,622	-	-	531,622	-	-	-	531,622
Total Water & Wastewater Projects	<u>\$ 179,786,432</u>	<u>\$ 12,535,000</u>	<u>\$ (10,299)</u>	<u>\$ 192,311,133</u>	<u>\$ 45,616,391</u>	<u>\$ 3,993,873</u>	<u>\$ 71,486,261</u>	<u>\$ 71,214,607</u>
Drainage Projects								
Old Town Regional Retention Pond #2	\$ 98,386	\$ 200,000	\$ -	\$ 298,386	\$ -	\$ -	\$ 48,323	\$ 250,063
Doe Branch Creek Erosion Control	225,000	-	-	225,000	-	14,472	183,560	26,968
Total Drainage Projects	<u>\$ 323,386</u>	<u>\$ 200,000</u>	<u>\$ -</u>	<u>\$ 523,386</u>	<u>\$ -</u>	<u>\$ 14,472</u>	<u>\$ 231,883</u>	<u>\$ 277,031</u>
Transfer Out								
CIP Salaries - Water	\$ -	\$ 300,000	\$ -	\$ 300,000	\$ 300,000	\$ -	\$ -	\$ -
CIP Salaries - Wastewater	-	200,000	-	200,000	200,000	-	-	-
Total Expenses	<u>\$ 180,109,818</u>	<u>\$ 13,235,000</u>	<u>\$ (10,299)</u>	<u>\$ 193,334,519</u>	<u>\$ 46,116,391</u>	<u>\$ 4,008,345</u>	<u>\$ 71,718,144</u>	<u>\$ 71,491,638</u>
REVENUE OVER (UNDER) EXPENDITURES				\$ (159,119,722)	\$ (35,690,676)			
Beginning Fund Balance (Restricted for Capital Projects) October 1				115,732,372	115,732,372			
Ending Fund Balance (Restricted for Capital Projects) Current Month				<u>\$ (43,387,350)</u>	<u>\$ 80,041,696</u>			



TOWN MANAGER'S OFFICE

To: Mayor and Town Council

From: Robert Scott, Deputy Town Manager

Through: Mario Canizares, Town Manager

Re: Clarification to Chapter 17- Financial Management Policy

Town Council Meeting – September 22, 2026

Agenda Item:

Consider and act upon an amendment to Chapter 17, Financial Management Policy clarifying the calculation of the required Charter Reserve for the General Fund. (RBS)

Description of Agenda Item:

The Town Charter was first approved by the voters on November 7, 2006, and last revised May 6, 2017. In 2006, the Town's population was 5,250 and with only 38 employees, there were no adopted financial policies. Accordingly, the original Town Charter committee included financial protections such as a 20% Reserve Requirement for the General Fund. In 2018, the voters approved the creation of a Fire and Crime Control Districts at a quarter cent sales tax for each. During the election, Town Council made it clear that the proceeds of the sales tax would be used as expeditiously as possible to hire additional police officers and firefighters and that all but \$25,000 in each fund should be spent each for that purpose.

Staff implemented Council's instructions but discovered over time that having sworn police and fire personnel split between three funds was a source of constant confusion. In 2026, staff recommended and Council concurred that all Police and Fire authorized positions would be reported in the General Fund. Working with the Town Attorney and the Finance subcommittee of Town Council, it was agreed that the \$25,000 fund balance requirement for the two Special Purpose Districts would continue to apply to the personnel funded through that fund and as a result would be excluded from the 20% reserve calculation in the General Fund. However, this clarification was never added to Chapter 17-Financial Policy.

Budget Impact:

There are no budgetary impacts 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. Policy redlines

Staff Recommendation:

Staff recommend the Town Council approve the proposed policy clarification for calculation for the 20% reserve. The Town's population is now 49,355 with over 430 authorized positions with detailed financial policies to protect the Town's finances.

Proposed Motion:

I move to approve amending Chapter 17, Financial Management Policy clarifying the calculation of the required Charter Reserve for the General Fund.

TOWN OF PROSPER ADMINISTRATIVE REGULATIONS

CHAPTER 17: FINANCIAL MANAGEMENT POLICY

SECTION 17.01: PURPOSE AND OVERVIEW

This policy guides the Finance Department, and staff in financial management and budgeting matters. The overriding goal of the Financial Management Policy is to enable the Town to achieve a long-term stable and positive financial condition while accomplishing the Town's long-term strategic goals. All financial operations will be under the direction of the Town Manager, consistent with the council-manager form of government established in the Town Charter.

The rapid growth experienced by the Town produces both financial opportunities and challenges. Often many years of sustained growth must occur before major capital expenditures for new facilities and infrastructure are justified and affordable. Often by the time needed improvements are made growth has slowed and only a limited amount of new revenue is available. If property tax revenues are not reserved for those future improvements including related staffing increases, significant financial stress and the need for major tax rate increases will occur.

SECTION 17.02: SCOPE

The scope of the Town's Financial Management Policies spans accounting, auditing, financial reporting, internal controls, annual operating and multi-year capital budgeting, revenue management, cash management, expenditure control, and debt management.

SECTION 17.03: ACCOUNTING, AUDITING, AND FINANCIAL REPORTING

A. Accounting

The Town's Accounting Manager is responsible for establishing and maintaining the chart of accounts, and for properly recording financial transactions.

B. Funds

Self-balancing groups of accounts are used to account for the Town's financial transactions in accordance with generally accepted accounting principles. Each fund is created for a specific purpose except for the General Fund, which is used to account for all transactions not accounted for in other funds. In essence, the General Fund is intended for governmental tax supported operations of the Town. Funds are created and fund names are changed by Town Council approval through resolution either during the year or in the Town Council's approval of the annual operating budget ordinances. (See Fund Balance Policy)

C. External Auditing

Revised 6.25.2024

At the close of each fiscal year, and at such other times as may be deemed necessary, the Town Council shall call for an independent audit to be made of all accounts of the Town. The auditors must be a certified public accounting firm capable of conducting the Town's audit in accordance with generally accepted auditing standards, generally accepted government auditing standards, and contractual requirements. No more than five (5) consecutive annual audits shall be completed by the same firm. The certified public accountant selected shall have no personal interest, directly or indirectly, in the financial affairs of the Town or any of its officers, be a member of the Government Audit Quality Center of the AICPA and have a minimum of ten other government audit and single audit clients.

The audit report, with the auditor's recommendations and findings (if any) will be made to the Finance Sub-Committee of Town Council. Upon completion of the audit, the Independent Auditor's Report as part of the Annual Financial Report shall be published on the Town's website and copies of the audit placed on file in the office of the person performing the duties of Town Secretary, as public record. (See Town Charter Article VII, Section 7.18 Independent Audit)

D. External Financial Reporting

The Town will prepare and publish an Annual Comprehensive Financial Report (ACFR). The ACFR will be prepared in accordance with generally accepted accounting principles, (GAAP) and will be submitted annually to the Government Finance Officers Association (GFOA) for evaluation and awarding of the Certification of Achievement for Excellence in Financial Reporting. The ACFR will include the General Fund Budget and Actual information as a basic financial statement and therefore included in the audit opinion. It will be published and presented to Town Council within six months after the end of the fiscal year.

E. Internal Financial Reporting

The Finance Department will prepare internal financial reports sufficient for management to plan, monitor, and control the Town's financial affairs throughout the year.

SECTION 17.04: INTERNAL CONTROLS

A. Written Procedures

Town Management and the Finance Director is responsible for developing town-wide written guidelines for financial management, accounting, financial reporting and finance related compliance requirements including grant compliance and reporting.

B. Department Directors Responsibilities

Each department director is responsible to the Town Manager to ensure that good internal controls are followed throughout his or her department to achieve the operational, financial management and reporting and compliance objectives of the department and Town. These will include guidelines on accounting and internal controls required by Finance, and that all independent auditor internal control recommendations are addressed.

SECTION 17.05: OPERATING BUDGET

Revised 6.25.2024

A. Preparation

The Town's annual "Operating Budget" is legally adopted by ordinance and may only be amended by similar action. It consists of governmental and proprietary funds, including the general obligation and revenue supported Debt Service Fund, but excluding Capital Projects Funds which are adopted on a multi-year project basis. The preliminary budget is prepared by the Finance Department with the cooperation of all Town departments and is submitted to the Town Manager who makes any necessary changes and transmits the document on or before the fifteenth (15th) day of August of the fiscal year to Town Council. Upon receipt of the preliminary budget, Town Council deliberates any needed changes prior to approving the proposed tax rate and budget for the legal advertising and public hearing process. The preliminary budget, a staff document, has now become the proposed budget, an official Town document.

The proposed budget and all supporting schedules shall be filed with the Town Secretary when submitted to the Town Council and shall be open to public inspection. Thereafter, the Town Council should enact the final budget prior to fiscal year end. The operating budget may be submitted to the GFOA annually for evaluation and consideration of awarding the Award for Distinguished Budget Presentation.

B. Balanced Budget

The final operating budget adopted by Town Council shall constitute the official appropriations for the current year and shall constitute the basis of official levy of the property tax as the amount of tax to be assessed and collected for the corresponding tax year. Estimated recurring expenditures will not exceed proposed recurring revenue. Non-recurring expenditures may be funded from recurring revenues, non-recurring revenues or other sources or from undesignated fund balance in excess of the contingency reserve. Unused appropriations may be transferred during the year by the Town Manager within the level of budgetary control to any item required for the same general purpose. Items ordered during the year but not yet received will be encumbered and carried over to the new year,

C. Budgetary Control

The level of budgetary control is the fund level for all funds. Under conditions which may arise and which could not reasonably have been foreseen in the normal process of planning the budget, the Town Council may, by the affirmative vote of a majority of the full membership of the Town Council, amend or change the budget to provide for any additional expense in which the general welfare of the citizenry is involved. These amendments shall be approved by ordinance, and shall become an attachment to the original budget.

D. Tax Rate Management

The property tax rate is divided into two categories by state law: Maintenance & Operations (M & O) and Debt Service (also referred to as the Interest & Sinking Fund or I & S). Debt service tax rate is strictly limited to payment of principal and interest on general obligation debt. Maintenance and operations can be used for a wider range of purposes but is limited by state law regarding how much revenue may increase before triggering a mandatory election. For this reason, once reduced, it is very difficult to increase. Recognizing the need to manage its debt levels

Revised 6.25.2024

and to have adequate revenue capacity to staff and operate future facilities without requiring a tax rate increase the Town will determine annually how much of the M & O rate can be designated a "Capital Dedicated/Future Facility Staffing". This levy will be used to reduce needed debt issuance but will ultimately be available to transfer back to the General Fund once growth has slowed but new facilities are still being brought on-line.

E. Contingency Reserve

Provisions shall be made in the annual budget maintaining a contingency reserve fund balance designation in an amount not less than twenty percent (20%) of the total general fund expenditures, to be used in case of unforeseen items of expenditure or revenue shortfalls. (See Town Charter Article VII, Section 7.08). For purposes of calculating the 20% contingent reserve, expenditures will exclude those items funded through transfers from other funds that are recorded in the General Fund for purposes of transparency and consolidating all of a department's authorized positions in a single location. Fund Balance policies for the funds where the transfer originated will continue in place. It is also the goal of the Town to achieve and maintain an unassigned fund balance in the General Fund equal to ~~five~~one percent (1%) of budgeted expenditures for unanticipated expenditures, unforeseen revenue fluctuations, or other adverse circumstances. These contingency reserves are further detailed in the Town's Fund Balance Policy.

F. Planning

The budget process will be coordinated in concert with the Town Council's major strategic planning objectives. A one-year budget is adopted each year and a four-year financial plan is presented to help manage the decisions made for the next fiscal year and the impact it has on future fiscal responsibilities.

G. Reporting

Periodic financial reports will be prepared to enable the department directors to manage their budgets and to enable the Finance Department to monitor and control the budget as authorized by the Town Council. Summary financial reports will be presented to the Town Council each month. Such reports will include current year revenue and expenditures in comparison to budget and prior year actual revenues and expenditures.

Performance Measures and Productivity Indicators

Where appropriate, performance measures and productivity indicators will be used as guidelines and reviewed for efficiency and effectiveness. This information will be included in the annual budgeting processes.

SECTION 17.06: CAPITAL IMPROVEMENT PROGRAM

A. Preparation

Revised 6.25.2024

The Town's Capital Improvement Program will include all capital projects. The Capital Improvement Program will be prepared annually to be a comprehensive five-year (5) capital program as an attachment to the annual budget.

B. Program Planning

The program as submitted shall include:

1. A clear general summary of projects;
2. A list of all capital improvements which are proposed to be undertaken during the upcoming five (5) fiscal years, with appropriate supporting information as to the necessity for such improvements;
3. Cost estimates, method of financing, and recommended time schedules for each improvement; and
4. The estimated annual cost of operating and maintaining the facilities to be constructed or acquired.

The above information may be revised and extended each year for capital improvements still pending or in process of construction or acquisition. The Capital Improvement Program will be updated and presented to the Town Council, annually.

C. Alternate Resources

Where applicable, assessments, impact fees, or other user-based fees should be used to fund capital projects, which have a primary benefit to certain property owners.

D. Debt Financing

Recognizing that debt is usually a more expensive financing method, alternative financing sources will be explored before debt is issued. When debt is issued, it will be used to acquire major assets with expected lives, which equal or exceed the average life of the debt issued. The exceptions to this requirement are the traditional costs of marketing and issuing the debt, capitalized labor for design and construction of capital projects, and small component parts, which are attached to major equipment purchases.

E. Reporting

Periodic financial reports will be prepared to enable the department managers to manage their capital budgets and to enable the Finance Department to monitor the capital budget as authorized by the Town Council.

SECTION 17.07: REVENUE MANAGEMENT

A. Simplicity

Revised 6.25.2024

The Town will strive to keep the revenue system simple, which will result in a decrease of compliance costs for the taxpayer or service recipient and a corresponding decrease in avoidance to pay.

B. Administration

The benefits of revenue will exceed the cost of producing the revenue. The cost of collection will be reviewed annually for cost effectiveness. Where appropriate, the Town will use the administrative processes of state or federal collection agencies in order to reduce administrative costs.

C. Dedication of Revenues

Revenues will not be dedicated for specific purposes unless required by law or contractual provisions. All non-restricted revenues will be deposited into the General Fund and appropriated by the budget process.

D. Financial Stability

Current revenues will fund current expenditures and one-time revenues will not be used for ongoing operations. Non-recurring revenues will be used only for non-recurring expenditures. Care will be taken not to use these revenues for budget balancing purposes.

E. Property Tax Revenues

Property shall be assessed at 100% of the fair market value as appraised by the Collin and Denton Appraisal Districts. Reappraisal and reassessment shall be done regularly, as required by state law.

All delinquent taxes will be pursued and turned over to a private attorney. A penalty will be assessed to compensate the attorney as allowed by state law, and in accordance with the attorney's contract.

F. User-Based Fees

For services associated with a user fee or a fee to offset charge, the direct and indirect costs of that service will be imposed. There will be a periodic review of fees and charges to ensure that fees provide adequate coverage of costs of services. User charges may be classified as "full cost recovery," "partial cost recovery," and "minimal cost recovery," based on Town Council policy.

G. Impact Fees

Impact fees are currently imposed for water, wastewater, and roadway in accordance with applicable Town ordinances and state law. Impact fees will be re-evaluated at least every five years, as required by law.

Revised 6.25.2024

H. Utility Rates

The Town will review utility rates periodically, and if necessary, adopt new rates that will generate revenues required to fully cover operating expenses, meet the legal restrictions of all applicable bond covenants, and provide for an adequate level of working capital needs and debt service requirements. This policy does not preclude drawing down cash balance to finance current operations. However, it is best that any extra cash balance be used instead to finance capital projects.

I. Interest Income

Interest earned from investment of available cash resources, whether pooled or not, will be distributed to the funds in accordance with the average monthly cash balances.

J. Revenue Monitoring

Revenues actually received will be regularly compared to budgeted revenues and variances will be investigated. This process will be summarized in the appropriate budget report.

SECTION 17.08: EXPENDITURE CONTROL**A. Appropriations**

The level of budgetary control is explained in Section 17.05.C. Budgetary Control. When budget amendments between funds are necessary, Town Council must approve these. Budget appropriation amendments at lower levels of control shall be made in accordance with the applicable administrative procedures.

B. Purchasing

All purchases shall be in accordance with the Town's Purchasing Policy.

C. Lapse of Appropriations

Every appropriation subject to an annual operating budget shall lapse at the close of the fiscal year to the extent that it has not been expended or encumbered. An encumbered appropriation that has not been received by two months after fiscal year end will also lapse unless a special exception is granted based on extenuating circumstances. Capital expenditures adopted or transferred in a capital project fund or the VERF internal service fund are adopted on a project basis. The purchase of any such appropriation shall be deemed abandoned if three (3) years pass without any disbursement from or encumbrance of the appropriation. Any funds not expended, disbursed or encumbered shall be deemed excess funds.

SECTION 17.09: ASSET MANAGEMENT**A. Investments**

Revised 6.25.2024

The Town's investment practices will be conducted in accordance with the Public Funds Investment Act (PFIA) and the Town Council approved Investment Policy and Strategy each year.

B. Cash Management

The Town's cash flow will be managed for liquidity first while maximizing the cash available to invest.

C. Investment Reporting

A quarterly Investment Officer's Report meeting the requirements of the Public Funds Investment Act (PFIA) on investment activities will be provided by the Finance Director for presentation to the Town Council.

D. Fixed Assets and Inventory

These assets will be reasonably safeguarded and properly accounted for, and prudently insured.

SECTION 17.10: FINANCIAL CONDITION AND RESERVES

A. No Operating Deficits

Current expenditures will be paid with current revenues and prior year surplus. Deferrals, short-term loans, or one-time resources will be avoided as budget balance techniques. Reserves will be used only for emergencies or non-recurring expenditures.

B. Operating Reserves

In accordance with GASB-54, it is the policy of the Town to classify fund balances as Non-spendable, Restricted, Committed, Assigned, or Unassigned and develop policy for establishment and activity of each classification. See Fund Balance Policy that defines such categories.

C. Minimum Unassigned Fund Balance

It is the goal of the Town to achieve and maintain an unassigned fund balance in the General Fund equal to one percent (1%) of budgeted expenditures for unanticipated expenditures, unforeseen revenue fluctuations, or other adverse circumstances. This amount is in addition to the twenty percent (20%) restricted fund balance amount required by the Town Charter.

Revised 6.25.2024

D. Risk Management Program

The Town will aggressively pursue every opportunity to provide for the public's and Town employees' safety and to manage its risks.

E. Loss Financing

All reasonable options will be investigated to finance losses. Such options may include risk transfer, insurance, and risk retention.

F. Enterprise Fund Self-Sufficiency

The Town's enterprise funds' resources will be sufficient to fund operating and capital expenditures. The enterprise funds will pay (where applicable) their fair share of general and administrative expenses in lieu of property taxes and/or franchise fees. If an enterprise fund is temporarily unable to pay all expenses, then the Town Council may waive general and administrative expenses in lieu of property taxes and/or franchise fees until the fund is able to pay them.

G. Special Purpose Districts Cash Reserves

The Town has two Special Purpose Districts: Crime Control and Prevention Special Purpose District; and Fire Control, Prevention and Emergency Medical Services Special Purpose District. It is the desire of the Town to maintain a cash reserve balance equal to twenty-five thousand dollars (\$25,000) in each of the Special Purpose Districts beginning in fiscal year 20-21 and future fiscal years.

H. Contingent Budget Measures

Economic downturns including recessions are inevitable even in a rapidly growing community. The dynamic economy of both Texas and Dallas-Fort Worth metroplex and Prosper's location in the northern growth path make it likely that even recessions will be more a "pause" rather than a "stop". However, the town must ensure that a structurally balanced budget is maintained even if debt issuance and staffing additions must be paused until the economy recovers.

SECTION 17.11: DEBT MANAGEMENT**A. General**

The Town's borrowing practices will be conducted in accordance with the Town Council approved Debt Management and Debt Post Issuance Policies.

B. Self-Supporting Debt

When appropriate, self-supporting revenues will pay debt services in lieu of tax revenues.

Revised 6.25.2024

C. Analysis of Financing Alternatives

The Town will explore all financing alternatives in addition to long-term debt including leasing, grants and other aid, developer contributions, impact fees, and use of reserves.

D. Voter Authorization

The Town shall obtain voter authorization before issuing General Obligation Bonds as required by law. In general, voter authorization is not required for the issuance of Revenue Bonds and Certificates of Obligation.

SECTION 17.12: STAFFING AND TRAINING

A. Adequate Staffing

Staffing levels will be adequate for the fiscal functions of the Town to function effectively. Comparison of workload and staffing levels of comparison cities will be explored before adding staff.

B. Training

The Town will support the continuing education efforts of all financial staff including the investment in time and materials for maintaining a current perspective concerning financial issues. Staff will be held accountable for communicating, teaching, and sharing with other staff members all information and training materials acquired from seminars, conferences, and related education efforts.

C. Awards, Credentials

The Town will support efforts and involvements which result in meeting standards and receiving exemplary recitations on behalf of any of the Town's fiscal policies, practices, processes, products, and personnel. Staff certifications may include Certified Public Accountant, Certified Management Accountant, Certified Internal Auditor, Certified Payroll Professional, Certified Government Finance Officer, Professional Public Buyer, Certified Cash Manager, PFIA investment training, and others as approved by the Town Manager upon recommendation of the Finance Director.

SECTION 17.13: GRANT MANAGEMENT

A. General

The Town's grant management practices will be conducted in accordance with the Town's Grant Management Policy.

The Town of Prosper Financial Management Policy was approved on the 25th of June, 2024.

Mario Canizares, Town Manager



MUNICIPAL COURT

To: Mayor and Town Council

From: Judith Jacinto, Court Administrator

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

Re: Municipal Judge Agreement

Town Council Meeting – September 22, 2026

Strategic Visioning Priority: Provide Excellent Municipal Services

Agenda Item:

Consider and act upon authorizing the Mayor to execute an amended Municipal Court Judge Agreement.

Description of Agenda Item:

Article IV, Section 4.03 of the Town Charter requires the Town Council to appoint a Municipal Judge by the affirmative vote of a majority of the full membership of the Town Council. The Municipal Judge is appointed to a term of two years and may be appointed to additional consecutive terms. If reappointed, the Judge's new term will begin on October 1, 2026, and end on September 30, 2026.

Judge David Moore has been the Municipal Judge for the Town of Prosper for over twenty years and has served as Municipal Judge for various communities in Collin County and Denton County for over thirty years. Judge Moore has expressed his desire to continue serving as the Municipal Judge for the Town of Prosper.

The Town Council approved the renewal of appointment and agreement at its September 8, 2026, meeting. This amended agreement reflects a change in the monthly retainer increasing from \$4,500 per month to \$5,000 per month.

Budget Impact:

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

Legal Obligations and Review:

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

Attached Documents:

1. Agreement

Item 7.

Town Staff Recommendation:

Town Staff recommend authorizing the Mayor to execute an amended Municipal Court Judge Agreement.

Proposed Motion:

I move to approve authorizing the Mayor to execute an amended Municipal Court Judge Agreement.

MUNICIPAL COURT JUDGE AGREEMENT

On or about October 1, 2026, the Mayor of the Town of Prosper, with the concurrence of the Town Council for the Town of Prosper ("Town"), reappointed David Moore to serve as the Municipal Court Judge ("Judge") for the Town. This Agreement ("Agreement") shall become effective on October 1, 2026, subject to the following terms and conditions for such professional services.

Section 1. Appointment and Term.

The Judge is appointed in accordance with Section 4.03 of the Town Charter, and upon majority vote of the full Town Council. The Judge shall serve a term of two (2) years, beginning on October 1, 2026, and concluding on September 30, 2028, unless otherwise terminated pursuant to the terms referenced herein.

Section 2. Duties.

- a. The Judge shall perform the functions and duties specified in the applicable sections of the Town Charter and Town Ordinances and shall perform such other legally permissible and proper duties and functions as the Town shall assign from time to time. Upon request, the Judge shall provide the Town Council with periodic updates of matters in the Prosper Municipal Court, either in writing or in person at scheduled Town Council meetings.
- b. The Judge shall perform all services and duties customarily performed by a judge of a municipal court in the State of Texas including establishing and maintaining a Courthouse Security Committee required by the Judicial and Courthouse Security Act of 2017.
- c. The Judge is required to keep abreast of state law and local ordinances, including state, mandated fees for the Prosper Municipal Court. Although a recognized function of judicial discretion, the Judge shall endeavor to enforce the law consistently and within suggested state guidelines. The Judge shall apply the law and enter judgments in accordance with State law and local ordinances, shall abide by all mandatory provisions of the law, and shall not create or apply exceptions where none exist under law. Judicial discretion shall only be applied where allowed under law.
- d. The Judge shall operate within the docket schedule prepared and coordinated by the Judge, the Court Administrator, the Municipal Court Prosecutor, the Town Attorney and the Town Manager, or designees thereof. The Judge shall timely perform all duties, including, but not limited to, the dockets set forth in the docket schedule.

Section 3. Applicable Terms and Conditions; Termination.

- a. The Judge shall be, at all times and for all purposes, an independent contractor of the Town, as that term is defined by Texas legal authority. The Judge agrees that no property right shall be created by the execution of this Agreement.
- b. The Judge shall serve at the pleasure of the Town Council. This Agreement and the Judge's services may be terminated at any time by the Town Council, with or without cause, and with or without notice.

Section 4. Municipal Court.

- a. Court shall commence promptly for scheduled docket times on designated court dates. The Judge shall make every effort to take the bench and convene court dockets at the designated docket time.
- b. Court shall convene the first, second, third and fourth Tuesday and Thursday of every month and the first, second, and fourth Wednesday of each month. The fourth Wednesday being designated for bench and jury trials. The Municipal Court Judge will maintain office hours to complete the necessary post docket work. Virtual court sessions are part of the regular court session and will be available as necessary which may replace one or more scheduled in-person court dates listed in this section.

Section 5. Compensation and Evaluation.

- a. As compensation for all required services, and as outlined above, the Town agrees to pay to the Judge according to a monthly retainer compensation plan of Five Thousand and No/100 Dollars. The Town shall pay the Judge once per month within fifteen days of the first of each month based on contract compensation.
- b. The Town Council will endeavor to periodically evaluate the Judge.

Section 6. General Provisions.

- a. This Agreement shall constitute the entire understanding and agreement between the parties.
- b. This Agreement shall become effective on October 1, 2026.
- c. This Agreement shall be governed by the laws of the State of Texas and venue for any proceeding related to this Agreement shall be in Collin County, Texas.
- d. If any provision contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- e. The Judge shall comply with all provisions of the Texas Code of Judicial Conduct.
- f. The Judge is an officer of the Town and will be provided insurance coverage for any claims arising in the course and scope of performing his duties to the Town.

ACKNOWLEDGED AND ACCEPTED:

David Moore

David F. Bristol, Mayor
Town of Prosper, Texas

Date Signed

Date Signed



HUMAN RESOURCES

To: Mayor and Town Council

From: Tony Luton, Director of Human Resources

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

Re: Dental Benefits

Town Council Meeting – September 22, 2026

Strategic Visioning Priority: Provide Excellent Municipal Services

Agenda Item:

Consider and act upon awarding RFP No. 2026-16-A for Fully insured Dental benefits insurance effective January 1, 2027, and authorize the Town Manager to execute all documents for the same. (TL).

Description of Agenda Item:

The Town provides dental insurance benefits to employees. Holmes Murphy marketed this coverage on the Town's behalf. We received 4 competitive bids and requested BAFO from 3 of them: United Healthcare (Incumbent), Aetna, and Delta Dental. The best and final offer from Aetna provides a 13.6% reduction in rates over the incumbent dental provider United Health Care resulting in a \$82,247 savings. While Aetna was the second lowest cost bid it provides the least disruption to members providing better geographic network access and a 2-year rate guarantee with an 8% rate cap for the third year and no changes to plan deductibles. The annual total projected cost is \$324,384 versus \$406,631 to remain with the incumbent dental carrier United Health Care.

Budget Impact:

Aetna provided a 13.6% reduction providing an estimated \$51,081 in plan savings.

Legal Obligations and Review:

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

Attached Documents:

1. Dental BAFO Scoring
2. Holms Murphy Dental RFP Results

Town Staff Recommendation:

Town Staff recommend awarding RFP No. 2026-16-A to Aetna and authorizing the Town Manager to execute all documents for the same.

Proposed Motion:

I move to award RFP No. 2026-16-A to Aetna and authorize the Town Manager to execute all documents for the same.

Town of Prosper

Dental Marketing Summary BAFO Analysis
August 2026

That's the power of *independence*™

RFP Carrier Responses

Item 8.



- Town of Prosper/Holmes Murphy submitted a formal RFP to the market Dental Benefits
- The Town of Prosper requested BAFO from UHC, Aetna, and Delta Dental

Carriers	Quoted	Declined to Quote
UHC (Incumbent)	X	
Aetna	X	
Delta Dental	X	

- The Town of Prosper's current Dental benefits are administered through United Healthcare.



Plan Design – Low Plan

Item 8.

Benefits	UHC	UHC	Aetna	Delta Dental
Dental Plan	Current – Basic Plan	Low Plan	Low Plan	Low Plan
Major Services	50% After deductible	50%, After deductible	50%, After deductible	50%, After deductible
Diagnostic & Preventative				
X-Ray Full Mouth (1 per 60 months)	50%, No Deductible	100%, No Deductible	100%, No Deductible	100%, No deductible
Basic Services				
Extractions	80% After Deductible	80% After Deductible	80% After Deductible	80%, After deductible (simple extractions)
Major Services				
Crowns	50% After Deductible	50% After Deductible	50% After Deductible	50% After Deductible
Bridges	50% After Deductible	50% After Deductible	50% After Deductible	50% After Deductible
Dentures	50% After Deductible	50% After Deductible	50% After Deductible	50% After Deductible
Oral Surgery	50% After Deductible	50% After Deductible	80% After Deductible	50%, After deductible (except simple extractions)
Periodontics	50% After Deductible	50% After Deductible	80% After Deductible	50% After Deductible
Endodontics (root canals)	50% After Deductible	50% After Deductible	50% After Deductible	50% After Deductible
Orthodontia Maximum	N/A	N/A	N/A	N/A

*Aetna offers 1st virtual exam free using covered vendors

Plan Design – High Plan

Item 8.

Benefits	UHC	UHC	Aetna	Delta Dental
Dental PPO Network	Current – Buy-Up	High Plan	High Plan	High Plan
Major Services	50%, After deductible	50%, After deductible	50%, After deductible	50%, After deductible
Diagnostic & Preventive				
X-Ray Full Mouth (1 per 60 months)	80%, No Deductible	100%, No Deductible	100%, No Deductible	100%, No deductible
Basic Services				
Extractions	80% After Deductible	80% After Deductible	80% After Deductible	80% After Deductible
Major Services				
Crowns	50% after Deductible	50% After Deductible	50% After Deductible	80%, After deductible
Bridges	50% after Deductible	50% After Deductible	50% After Deductible	80%, After deductible
Dentures	50% after Deductible	50% After Deductible	50% After Deductible	80%, After deductible
Oral Surgery	50% after Deductible	80% After Deductible	80% After Deductible	80%, After deductible
Periodontics	50% after Deductible	80% After Deductible	80% After Deductible	80%, After deductible
Endodontics (root canals)	50% after Deductible	80% After Deductible	80% After Deductible	80%, After deductible
Orthodontia Maximum	\$2,000	\$2,000	\$2,000	\$2,000

Pricing Comparison

Item 8.

Tier	# Enrolled	Current - Basic	UHC	Aetna	Delta Dental
Employee Only	60	\$38.38	\$41.57	\$33.16	\$31.32
Employee + Spouse	19	\$81.33	\$88.09	\$70.26	\$66.37
Employee + Child(ren)	30	\$92.42	\$100.10	\$79.85	\$75.42
Employee + Family	35	\$139.95	\$151.58	\$120.91	\$114.21
Estimated Monthly Premiums		\$11,519	\$12,476	\$9,952	\$9,400
Estimated Annual Premiums		\$138,227	\$149,715	\$119,423	\$112,802
\$ Annual Difference			\$11,487	-\$18,804	-\$25,425
% Annual Difference			8.3%	-13.6%	-18.4%

Tier	# Enrolled	Current - Buy-Up	UHC	Aetna	Delta Dental
Employee Only	114	\$47.86	\$51.83	\$41.35	\$39.06
Employee + Spouse	17	\$112.24	\$121.55	\$96.97	\$91.60
Employee + Child(ren)	30	\$137.51	\$148.92	\$118.80	\$112.22
Employee + Family	41	\$201.96	\$218.71	\$174.48	\$164.82

Estimated Monthly Premiums	\$19,770	\$21,410	\$17,080	\$16,134
Estimated Annual Premiums	\$237,237	\$256,916	\$204,961	\$193,611
\$ Annual Difference	-	\$19,679	-\$32,277	-\$43,626
% Annual Difference	-	8.3%	-13.6%	-18.4%

Rate Guarantee	N/A	Two year rate guarantee *8% Rate Cap for 2029*	Two year rate guarantee *\$3K onboarding credit*
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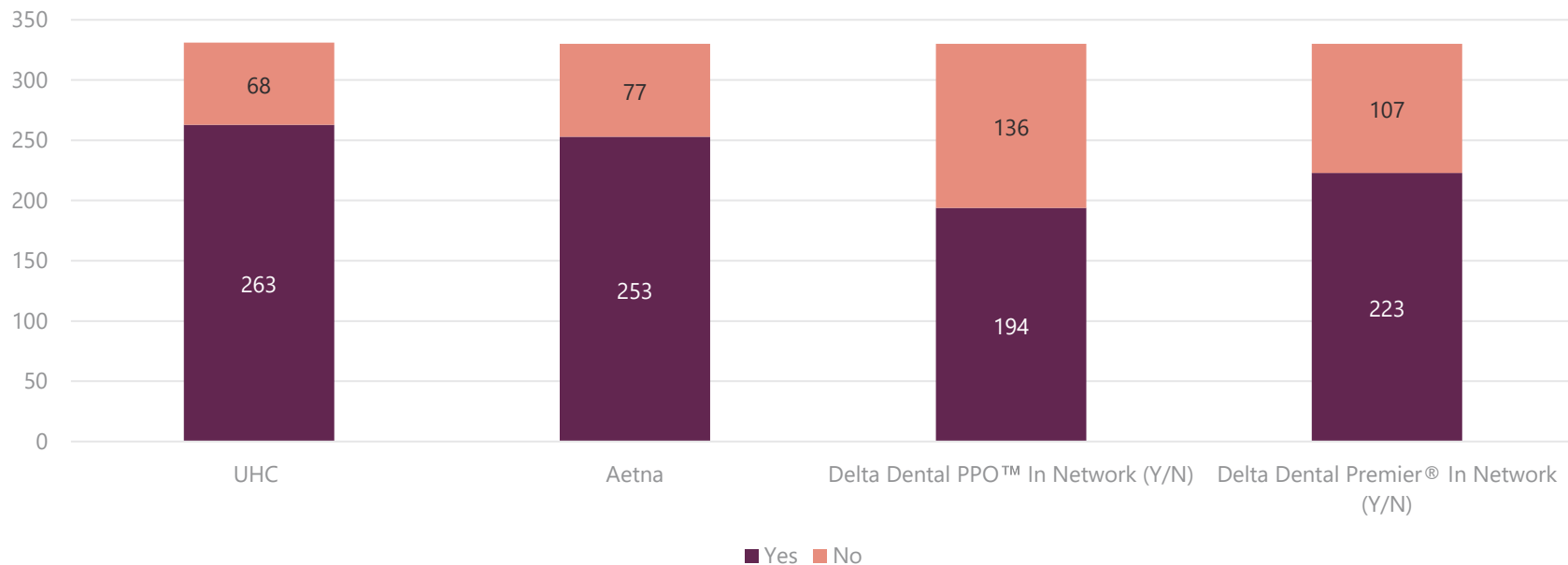
Carrier GEO Access

Item 8.

	UHC			Aetna			Delta Dental		
Measurement	General	Specialist	Orthodontists	General	Specialist	Orthodontists	General	Specialist	Orthodontists
# of Providers	98,505	18,662	6,369	120,798	22,371	6,087	2,004	416	193
# of Locations	71,746	23,399	13,173	83,248	28,241	11,559	4,364	1,036	589
X Providers within X Miles	2 / 10	2 / 15	1 / 20	2 / 10	2 / 15	1 / 20	2 / 10	2 / 15	1 / 20
% of Employee with access	96.8	96.8	97.4	96.8	97.1	97.1	95.1	94.5	96.5
# of Employees WITH access	334	334	336	334	335	335	328	326	333
% of Employee without access	3.2	3.2	2.6	3.2	2.9	2.9	4.9	5.5	3.5
# of Employees without access	11	11	9	11	10	10	17	19	12
Average distance to 2 providers for employees with desired access	1.7	2.9	3.4	1.6	2.9	3.8	2	3.2	4.2
Average distance to 2 providers for employees without desired access	13.7	25.9	33.1	13.7	24.8	32.9	12.8	23.9	33

Disruption Analysis*

Item 8.



*Using 331 currently utilized providers

Thank you!

Review: HMA

Product:

Dental

Score 1 - 5

	Weighting	UMR	Aetna	Delta Dental	Metric Considerations
Administrative Capabilities & Support Services	20%	4	4	3	Considerations: - Member Support Services / Spouse Access - Eligibility Integration - Ease of Use (Admin & Members)
Fees, Repricing, Renewals, and Guarantees	40%	3	4	5	Considerations: - Overall Pricing - Comprehensiveness of pricing - More individual buy up components - Performance & Engagement & Guarantees (ROI)
Network & Disruption	25%	4	5	3	Considerations: - Geo Access - Overall network breadth - Disruption - by Provider and spend (were applicable) - Optional network availability
Value-Added Services	10%	4	4	4	Considerations: - Member resources - Online library - Optional programs that enhance member benefit or promote care

Terms & Conditions	5%	4	5	5
Combined Total	100%	3.6	4.3	4

- Considerations:**
- Match to current plan offering / Variances
 - Benefit Design enhancements
 - Optional network availability

Notes

Reviewer: _____

Product: Dental

Score 1 - 5				
	Weighting	UMR	Aetna	Delta Dental
Administrative Capabilities & Support Services	20%			
Fees, Repricing, Renewals, and Guarantees	40%			
Network & Disruption	25%			
Value-Added Services	10%			
Terms & Conditions	5%			
Combined Total	100%	0	0	0

3

BAFO	Carrier

Scoring Metric

1 = Below Standards

2 = Poor

3 = Fair

4 = Good

5 = Excellent

Metric Considerations	Notes
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Considerations:

- Member Support Services / Spouse Access
- Eligibility Integration
- Ease of Use (Admin & Members)

Considerations:

- Overall Pricing
- Comprehensiveness of pricing - More individual buy up components
- Performance & Engagement & Guarantees (ROI)

Considerations:

- Geo Access - Overall network breadth
- Disruption - by Provider and spend (were applicable)
- Optional network availability

Considerations:

- Member resources
- Online library
- Optional programs that enhance member benefit or promote care

Considerations:

- Match to current plan offering / Variances
- Benefit Design enhancements
- Optional network availability

HEALTH AND CODE COMPLIANCE

To: Mayor and Town Council

From: Robyn Battle, Executive Director

Through: Mario Canizares, Town Manager

Re: Interlocal Agreement for Animal Shelter Services

Town Council Meeting – September 22, 2026

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon authorizing the Town Manager to execute an Interlocal Agreement between Collin County and the Town of Prosper for Animal Shelter Services for an initial term of four (4) years, with annual renewal terms of one (1) year, and an initial fee of \$125,096 for FY 2026-2027.

Description of Agenda Item:

Collin County, the Town of Prosper, and several other municipalities (collectively referred to as "Parties") identified a need for an animal shelter in Collin County for their mutual benefit. In 2006, the Parties entered into an Interlocal Agreement (ILA) for the Facility Construction and Use of an Animal Shelter in Collin County. The shelter was constructed, and the Parties pay an annual fee to Collin County for the maintenance, operations, and use of the shelter. The Animal Shelter Services provided by the County include, but are not limited to, receiving stray animals, caring for impounded animals, and coordinating adoptions and returns, when possible.

In FY 2025-2026, the Town entered into a revised ILA with Collin County that includes additional entities and has an updated pricing structure that is intended to stabilize the fluctuation in fees and provide more cost predictability for the participating entities.

The proposed ILA for FY 2026-2027 is for an initial term of four (4) years, with annual one-year renewals. The base operations fee beginning on October 1, 2026, which will be split among the participating entities based on population, is \$1,887,815 with an annual increase of 3.5% per year. Participating entities will also split the cost of a Maintenance and Capital Contribution, also based on population, as follows:

- FY 2026-2027: \$190,000
- FY 2027-2028: \$240,000
- FY 2028-2029: \$290,000
- FY 2029-2030: \$340,000

The Collin County Commissioners Court has approved the revised ILA and is encouraging all participating entities to adopt the new ILA. The attached Billing Worksheet provides a detailed

account of the fees charged to the participating entities. The Town and Collin County will continue under the current separate ILA for Animal Control Services.

Item 9.

Local governments are authorized by the Interagency Cooperation Act, V.T.C.A. Government Code, Title 7, Chapter 771, to agree or contract with another agency for the provision of necessary and authorized services and resources. The Town of Prosper and several other municipalities contract with Collin County for these services.

Budget Impact:

The fee for Animal Shelter Services for FY 2026-2027 is \$125,096, which is a 7.2% increase from last fiscal year. The fees will be funded by Code Compliance Contracted Services (14041010-56000).

Legal Obligations and Review:

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

Attached Documents:

1. Collin County Animal Shelter Interlocal Agreement
2. FY 2026-2027 Animal Shelter Billing Worksheet

Town Staff Recommendation:

Town Staff recommends authorizing the Town Manager to execute an Interlocal Agreement between Collin County and the Town of Prosper for Animal Shelter Services for an initial term of four (4) years, with annual renewal terms of one (1) year, and an initial fee of \$125,096 for FY 2026-2027.

Proposed Motion:

I move to authorize the Town Manager to execute an Interlocal Agreement between Collin County and the Town of Prosper for Animal Shelter Services for an initial term of four (4) years, with annual renewal terms of one (1) year, and an initial fee of \$125,096 for FY 2026-2027.

***INTERLOCAL AGREEMENT FOR THE USE OF
THE COLLIN COUNTY ANIMAL SHELTER***

This Interlocal Agreement for the Use of the Collin County Animal Shelter ("Agreement") is entered into by and between Collin County ("County") and the City of Anna, the City of Celina, the Town of Fairview, the City of Farmersville, the City of Lucas, the City of McKinney, the City of Melissa, the City of Nevada, the City of Princeton, and the Town of Prosper (each, a "City" and collectively, the "Primary Cities"), and the Town of St. Paul, the City of Weston, Blue Meadow Municipal Utility District No. 1, East Collin Municipal Utility District No. 1, LC Municipal District No. 1, Magnolia Pointe Municipal Utility District No. 1, North Collin County Municipal Utility District No. 1, Raintree Municipal Utility District No. 1, Van Alstyne Municipal Utility District No. 2, Van Alstyne Municipal Utility District No. 3, and Lakehaven Municipal Utility District (each, an "entity", and collectively, "Secondary Parties"), (the "County", the "Cities", and Secondary Entities hereinafter collectively referred to as the "Parties" or individually referred to as a "Party") through their duly authorized officers or employees, and this Agreement shall be effective on October 1, 2026, for the Parties that have executed the agreement ("Effective Date"). This Agreement supersedes and replaces all prior agreements between the parties regarding the construction and use of the Collin County Animal Shelter.

RECITALS

WHEREAS, the Parties have identified a need for animal shelter services in the County; and

WHEREAS, the Parties desire to cooperate in using an animal shelter in accordance with Texas law and in a manner intended to realize greater efficiencies in the expenditure of limited public funds; and

WHEREAS, the Parties have agreed to purchase animal shelter services from Collin County; and

WHEREAS, the Parties believe at this time it is necessary, appropriate, and in their mutual best interests to express in this Agreement their respective duties, responsibilities, and covenants by and between each Party with respect to the animal shelter; and

WHEREAS, this Agreement is an interlocal agreement authorized and governed by Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act; and

WHEREAS, each Party represents and warrants that in the performance of its respective obligations as set forth in this Agreement, it is carrying out a duly authorized governmental function that it is authorized to perform individually under the applicable statutes of the State of Texas and/or (as applicable) its charter; and

WHEREAS, each Party has agreed that any compensation to be paid to any other Party as set forth in this Agreement is an amount that fairly compensates the performing Party for the services or functions described herein, and such compensation shall be paid from current revenues available to the paying Party;

NOW, THEREFORE, in consideration of the above recitals, the mutual promises that follow and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

TERMS:

1. **Definitions.** For purposes of this Agreement and all other agreements, contracts and documents executed, adopted or approved pursuant to this Agreement, the following terms shall have the meaning prescribed to them within this section unless the context of their use dictates otherwise:
 - (a) ***Agreement*** - this Agreement together with all attachments and schedules appended hereto.
 - (b) ***Cities*** - the City of Anna, the City of Celina, the Town of Fairview, the City of Farmersville, the City of Lucas, the City of McKinney, the City of Melissa, the City of Nevada, the City of Princeton, and the Town of Prosper.
 - (c) ***County*** - Collin County, Texas.
 - (d) ***Parties*** - The Cities, the County, and the Secondary Parties, collectively.
 - (e) ***Quarterly Payment*** - Payments made to the County by each City on a quarterly basis, comprised of the City's: (1) Base Operations Fee; (2) Maintenance and Capital Contribution; (3) Non-Resident Surcharge Fee, if applicable; and (4) Capacity Surcharge Fee, if any.
 - (f) ***Secondary Parties*** - the Town of St. Paul, the City of Weston, the Blue Meadow Municipal Utility District No. 1, the East Collin Municipal Utility District, the LC Municipal District No. 1, the Magnolia Pointe Municipal Utility District No. 1, the North Collin County Municipal Utility District No. 1, the Raintree Municipal District No. 1, the Van Alstyne Municipal Utility District No. 2, the Van Alstyne Municipal Utility District No. 3., and the Lakehaven Municipal Utility District.
 - (g) ***Secondary Party Payment*** – Payments made to the County by each Secondary Party on a quarterly basis, as further described herein.
 - (h) ***Shelter*** – the Collin County Animal Shelter facility, including all buildings and structures located at 4750 Community Avenue, McKinney, Texas, utilized for Shelter Services on behalf of the Parties.
 - (i) ***Shelter Services*** - the scope of services to be provided at the Shelter, as further described and shown on the attached "Exhibit A".

2. **Incorporation of Recitals.** The recitals that appear above are found by the Parties to be true and correct in all respects and are incorporated into this Agreement by reference.
3. **Initial Term/Renewal Term.**
 - 3.01 **Initial Term.** This Agreement shall commence on the Effective Date and shall continue for an initial term of four (4) years, unless terminated earlier as provided in this Agreement or by law.
 - 3.02 **Renewal Term.** Unless terminated in accordance with this Agreement, by law, or modified by agreement of the Parties, this Agreement may be renewed for a term following the Initial Term. The duration of the renewal term shall be for a period of one (1) year, upon the same terms and conditions as this Agreement or as modified by subsequent agreements between the Parties. Parties must notify all other Parties in writing one (1) year prior to the expiration of the Initial Term whether they seek a renewal term.
4. **Addition of New Parties.** At any time after the date of this Agreement, one or more additional Cities or Entities may become party hereto by executing and delivering this same agreement with the County. Immediately upon such execution and delivery by that Party and the County, without any further action by any other Party named in this agreement or any amendment to the Preamble of this Agreement, such City or Entity will become a Party to this Agreement, assuming all rights and obligations as a City or Entity hereunder.
5. **Animal Shelter Facility.** The County will allow the Shelter to be used for purposes related to this Agreement. The County will retain its title and ownership in the Shelter during the term of this Agreement and following termination. No other party, person and/or entity shall have any legal rights, title or interest in the Shelter.
6. **Operation of Facilities.**
 - 6.01 **County Authority.** County has exclusive authority over the operation of the Shelter. The County, through its Commissioners Court, shall be empowered to make all decisions regarding ongoing operational issues including scheduling, replacement of furniture and equipment, problems associated with breakage of personal property and fixtures, and related issues.
 - 6.02 **Shelter Operation by City.** If during the term of this Agreement any Party, other than the County, desires to operate the Shelter, including providing employees for the operation thereof, it shall express such request in writing to County along with a proposed plan for the operation of the Shelter. Upon receipt of the Party's written request, the County shall enter into negotiations

with that Party for purposes of transferring operational control of the Shelter to that Party on terms and conditions that are mutually agreeable between County and said City; however, nothing herein shall require the County to transfer operational control of the Shelter on terms and conditions the County finds to be detrimental to its and/or the Shelter's long term interest and/or viability.

- 6.03 Use of Shelter by Non-Parties.** While the Parties to this Agreement may use the Shelter, it is agreed that the County may accept delivery of animals to the Shelter from non-parties to this Agreement, so long as the occupancy rate of the Shelter on the date of said delivery does not exceed 100% of the maximum capacity allowed. In such event, the non-parties shall be charged a flat fee, as determined by the County, for use of the Shelter.
- 6.04 Housing Limitations.** There will not be a limit to the number of animals delivered by any Party. If the Shelter reaches capacity, as determined by County, the County may stop accepting animals or apply a surcharge, as determined by the County, to the City or Entity to accept the animal.
- 6.05 Shelter Workers.** The persons employed to work at the Shelter shall be County employees, subject to the exclusive direction and control of the County. The County shall be responsible for all wages, benefits, and taxes associated with all of the Shelter workers.
- 6.06 Shelter Services.** The scope of services to be provided at the Shelter is defined in "Exhibit A". Should County, through a Commissioners Court Order, amend Shelter Services as outlined in "Exhibit A", County shall give notice to Parties of said proposed amendment within thirty (30) days of amendment. Any proposed amendment shall not be legally binding until County receives the written consent of said amendment by a majority of the Cities.
- 6.07 Payments by Cities for Use of the Shelter.** Each City agrees to pay up front and in advance on a quarterly basis its Quarterly Payment. Each City warrants that, as of the Effective Date of this Agreement, it has appropriated and has committed funds in the amount of its Quarterly Payment requirements to the extent such payments will become due during the City's current fiscal year. Each City hereby covenants and agrees to pay promptly when due all Quarterly Payments, all adjustments to such payments, and any other charges payable to the County under the provisions of this Agreement. Each City further covenants and agrees that all such Quarterly Payments due and owing or other charges due and unpaid as of the date of termination of this Agreement shall be deemed due and payable on such termination date. Each City agrees that any Quarterly Payment due to the County which is not paid on or before the due date shall bear interest at the

rate of interest prescribed by the Texas Prompt Payment Act (Tex. Gov't Code Ann. § 2251.025) from the date due until paid.

6.07.01 Base Operations Fee. The Base Operations Fee shall be set at \$1,887,815.00 beginning October 1, 2026, and increase by three and one half (3.5) percent each year for the duration of this agreement. Each City's proportion of the Base Operations Fee shall be calculated on a pro-rata basis based on the U.S. Census Bureau's Decennial Census or the population estimates from the North Central Texas Council of Governments ("NCTCOG"). For any City who is not included in the NCTCOG population estimates, the Base Operations Fee payments due from that City will be based on a flat fee amount at rates set by the County. The County reserves the right to increase the Base Operation Fee to cover additional expenses related to a material change to the operation of the Shelter, including maintenance and operations costs related to an expansion of the animal shelter facility.

6.07.02 Maintenance and Capital Contribution. The Maintenance and Capital Contribution shall be set at \$190,000.00 beginning on October 1, 2026, and increase according to the schedule below:

- FY 27, October 1, 2026: \$190,000.00
- FY 28, October 1, 2027: \$240,000.00
- FY 29, October 1, 2028: \$290,000.00
- FY 30, October 1, 2029: \$340,000.00

Each City's proportion of the Maintenance and Capital Contribution shall be calculated on a pro-rata basis based on the U.S. Census Bureau's Decennial Census or the population estimates from NCTCOG. For any City who is not included in the NCTCOG population estimates, the Maintenance and Capital Contribution payments due from that City will be based on a flat fee amount at rates set by the County.

6.07.03 Non-Resident Surcharge Fee. Cities with residents that do not live in Collin County shall pay a Non-Resident Surcharge Fee. The Non-Resident Surcharge Fee shall be calculated on a pro-rata basis based on the U.S. Census Bureau's Decennial Census or the population estimates from NCTCOG. The County shall calculate the Non-Resident Surcharge Fee by dividing the debt service payment for any debt sold from the November 2023 Collin County bond election for the Collin County Animal Shelter by the population of Collin County as determined by the latest Census or NCTCOG population estimate. The quotient shall be multiplied

by the number of municipal residents living outside of Collin County. Beginning on October 1, 2026, with the Non-Resident Surcharge Fee shall be calculated and apportioned to the Quarterly Payment for each such City with residents that do not live in Collin County. For avoidance of doubt, Cities whose resident populations are located solely within Collin County shall not be subject to a Non-Resident Surcharge Fee at any time.

6.07.04 Capacity Surcharge Fee. The County shall send notice to all Cities within twenty-four (24) hours upon the Shelter reaching one hundred percent (100%) capacity. Upon provision of said notice, the County may assess a Capacity Surcharge Fee to a City upon delivery of an animal to the Shelter for so long as the Shelter remains at one hundred percent (100%) capacity, as determined by the County. The Capacity Surcharge Fee shall be determined by the Commissioners Court and shall not exceed \$500 per animal. Capacity Surcharge Fees shall be calculated and paid as part of the next quarterly payment after the Capacity Surcharge Fee invoice is received.

6.07.05 Notice. Notice of the estimated Annual Payment Amount and Quarterly Payments shall be sent to each City by July 1 of each year.

6.07.06 Scheduled Payments. Each City's Quarterly Payment is due as and shall be paid to the County in advance without demand or offset at such an address as the County shall, from time to time, designate in writing.

6.08 Non-appropriation: Notwithstanding any other provision(s) to the contrary in this Agreement, the Parties specifically recognizes that the continuation of this Agreement after the close of any given fiscal year of the Cities, which fiscal year ends on September 30th of each year, shall be subject to approval by the governing bodies of each participating City: The Parties expressly agree that this Agreement shall automatically terminate, without any penalty or liability to any participating City, in the event the governing body of such City fails to approve or appropriate funds for any continuation period of this Agreement.

6.08.01 Notice of Non-appropriation. If for any fiscal year a City fails to appropriate or commit funds to satisfy its Quarterly Payments and/or any other financial obligations under this Agreement, such City shall promptly give written notice to all other Parties of the non-appropriation of funds. A City shall make a reasonable effort to ensure that funds are appropriated to fully perform its obligations under this Agreement. A City shall endeavor to provide all other Parties with at least one (1) year notice of such

City's intent to not appropriate the funds necessary to satisfy its obligations under this Agreement.

6.08.02 Loss of Rights. Any Party who fails to fully appropriate the funds necessary to cover such Party's obligations under this Agreement shall, upon the effective date of such non-appropriation, immediately lose all rights to house any animals in the Shelter or have any use thereof.

6.09 Payment by Secondary Parties for Use of the Shelter. Each Secondary Party shall pay to the County on a quarterly basis, \$562.50 for each Municipal Utility District (\$2,250.00 annually) and \$687.50 for each city not included on NCTCOG's annual population estimates (\$2,750.00 annually).

7. Termination. Notwithstanding any other provision, this Agreement may be terminated as provided in this section.

7.01 Mutual Agreement. This Agreement may be terminated by mutual agreement of all of the Parties, as evidenced by a written termination agreement.

7.02 By the County. The County may terminate this agreement without cause if the County gives notice to each of the Party one (1) year before the date of termination. The County may also terminate this agreement if a Party fails or refuses to make its Quarterly Payments as required by this Agreement. A Party that receives notice of termination due to non-payment of Quarterly Payments will have sixty (60) days to become current with its Quarterly Payment obligation and avoid termination. If a Party is subject to termination under this subsection, such Party shall not be entitled to a refund of any payments made prior to termination.

7.03 By a City or Secondary Party. Any City that is a Party to this Agreement may voluntarily end its rights and obligations under the Agreement, if at any time, the City believes that adhering to the Agreement is no longer in its best interest. To invoke its right to terminate the Agreement, a City must give at least one (1) year notice of its intent to terminate its rights and obligations under this Agreement to all other Parties. No prior payments shall be refunded.

7.04 Non-appropriation of funds. The County may cease all operation of the Shelter and thereby terminate this Agreement if any Party fails to appropriate the funds necessary to perform its obligations under this Agreement and such non-appropriation losses cannot be mitigated adequately by efforts of the County, and such non-appropriation results in a lack of committed funding for the continued operation of the Shelter. In

such event, the County shall provide all Parties with reasonable notice of its intent to terminate this Agreement in accordance with this provision and shall provide the other Parties with a reasonable opportunity to mitigate any damages caused because of a Party's non-appropriation.

8. **Additional Rights Upon Default.** This Agreement may be enforced in law or in equity, including a suit for specific performance and/or for damages. The Parties agree that specific performance should be an available remedy due to the difficulty in determining the damages that may accrue as a result of a material breach of the Agreement by any other Party. In the alternative, should any Party breach any of the terms of this Agreement, the non-breaching Parties to this Agreement may obtain a judgment against any breaching Party to remedy such breach. Such rights upon breach shall be supplemental to those procedures set forth in Section 8 below. The Parties hereby expressly waive their immunity from suit and for liability and/or damages in connection with any actions brought by another Party to this Agreement solely to enforce a term of this Agreement.
9. **Dispute Resolution Process.** Before commencing formal legal proceedings concerning any dispute arising under or relating to this Agreement, or any breach thereof, the Parties agree to observe the following procedures ("Dispute Resolution Process").
 - 9.01 **Notice.** The aggrieved Party shall notify the responding Party of the dispute by way of a meeting or a writing which contains sufficient detail to clearly identify the problems giving rise to the dispute, and the responding Party shall attend said meeting or respond to the writing within 30 days.
 - 9.02 **First Resolution Meeting.** After consulting with and obtaining input from the appropriate individuals so as to facilitate a complete discussion and proposed solution of the problem, the Parties shall schedule a meeting and designate representative(s) to attend such meeting to attempt to effect an agreed resolution of the issue.
 - 9.03 **Second Resolution Meeting.** If the Parties' designated representatives reach an impasse concerning the dispute, the following representative shall meet to discuss the dispute: (a) if the Party is a City, the City Manager and/or the Mayor; (b) if the Party is the County, a County Commissioner and/or County Judge.
 - 9.04 **Successful Resolution.** If the Parties reach an accord at any stage of the meeting, they shall reduce their agreement to writing. Such writing shall be presented for approval by the respective governing bodies of all Parties to this Agreement. If approval of the writing is obtained by a majority of the Parties, such writing shall constitute an amendment to this Agreement with respect to the subject matter of the notice of the dispute. The terms and conditions of such an amendment shall not supersede the terms and

conditions of this Agreement with respect to any matter other than the subject matter submitted to the Dispute Resolution Process.

9.05 Unsuccessful Resolution. If the Parties are unable to reach a resolution of the dispute within 90 days, either Party may pursue such legal and equitable remedies as are available to it under Texas law in a court of competent jurisdiction in Collin County, Texas.

9.05.01 Expenses for Enforcement. In the event either party hereto is required to employ an attorney to enforce the provisions of this agreement or 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.

10. Miscellaneous.

10.01 Interpretation of Agreement. Although drawn by one Party, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against any other Party.

10.02 Administration of Agreement. The County shall administer this Agreement on behalf of the County. The City Council of each City shall administer this Agreement on behalf of each City. The District's Board of Directors shall administer this Agreement on behalf of the District. Each Party may designate a new administrator on written notice to the other.

10.03 Governing Law. This Agreement shall be governed by the laws of Texas without regard to the principles of conflict of laws.

10.04 Venue. Any litigation relating to this Agreement shall be brought in State court in Collin County, Texas.

10.05 Non-Assignability. A Party shall not assign, sublet or transfer its interest in this Agreement without the written consent of the other Parties.

10.06 Notices. Any notice or request required to be given pursuant to the terms of this Agreement shall be in writing and mailed or delivered to the respective Parties at the address set forth for each Party below, or any other address which the respective Parties hereafter may designate in writing to the other party for such purposes. and such notice or request shall be deemed to have been duly given if (1) delivered personally to such Party, or to an officer or duly authorized agent of such Party; or (2) served by enclosing the request or notice in a registered or certified mail, with return receipt requested,

postpaid envelope properly addressed to the Party to be notified and depositing the envelope in a post office or official depository under the care and custody of the United States Postal Service; or (3) delivered by telecopy, when appropriate, addressed to the Party to be notified. Notice deposited in the mail in the manner herein above described shall be effective from and after such deposit if it is received by its intended recipient within ten (10) business days of the mailing. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For purposes of notice, the addresses of the Parties shall, until changed as herein provided, be as follows:

For Collin County, Texas:

- (A) Collin County
Attn: Collin County Judge
2300 Bloomdale Rd, Suite 4192
McKinney, Texas 75071
- (B) Collin County
Attn: County Administrator
2300 Bloomdale Rd, Suite 4192
McKinney, Texas 75071
- (C) Collin County
Attn: Purchasing Agent
2300 Bloomdale Rd, Suite 3160
McKinney, Texas 75071

For the Entity:

Name: _____

Address: _____

The Parties shall have the right from time to time to change their respective addresses by giving at least fifteen (15) days' written notice to all other Parties.

- 10.07 Severability.** Should any provision of this Agreement or the application thereof be held invalid or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent, consistent with the intent of the Parties as evidenced by this Agreement.

- 10.08 Non-waiver.** Failure of a Party to exercise any right or remedy in the event of default by any other Party shall not constitute a waiver of such right or remedy for any subsequent breach or default.
- 10.09 Authority of Signatories.** The Parties represent that the individuals signing this Agreement on their behalf possess full power and authority to enter into this Agreement from their respective governing boards in compliance with the laws of the State of Texas.
- 10.10 Further Assurance.** Each Party agrees to perform all other acts and execute and deliver all other documents as may be necessary or appropriate to carry out the intent and purposes of this Agreement.
- 10.11 Retention of Defenses.** The Parties agree that neither this Agreement nor the operation or use of the Shelter by the Parties shall affect, impair or limit their respective immunities and limitations of liability to the claims of third parties, including claims predicated upon Shelter Site defects.
- 10.12 Modification.** If the Parties desire to modify this Agreement during or after the initial term, any modifications may be either incorporated herein .by written amendment or set forth in a new written agreement.
- 10.13 Entire Agreement.** This Agreement constitutes the entire agreement of the Parties. This Agreement may not be altered or amended except by mutual written agreement as provided herein.
- 10.14 No Third-Party Beneficiaries.** This Agreement does not confer any rights or remedies upon any person or entity other than the Parties.
- 10.15 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 blockages 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.

DATED to be effective this the _____ day of _____, 2026.

COLLIN COUNTY, TEXAS

2300 Bloomdale Road, Suite 4192

McKinney, Texas 75071

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

ATTEST: _____

ATTEST: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

EXHIBIT “A”

ANIMAL SHELTER – SCOPE OF SERVICES

- Public Operating days/hours:
11:00 a.m.-6:00 p.m. Tuesday-Friday
11:00 a.m.-5:00 p.m. Saturday and Sunday
Closed to the public on Monday (Personnel on site for 8 hours on Monday for cleaning, feeding and care only).
 - 6 Animal Control Officers - 240 hours per week total
 - 1 Shelter Manager – 40 hours per week
 - 1 Shelter Supervisor – 40 hours per week
 - 2 Leads (1 field, 1 shelter) – 80 hours per week total
 - 1 Administrative Assistant – 40 hours per week
 - 1 Dispatcher – 40 hours per week
 - 2 Front Desk Personnel – 80 hours per week total
 - 1 Vet Tech – 40 hours per week
 - 2 Coordinators (Volunteer & Adoption, Rescue, Foster) – 80 hours per week total
 - 3 Part Time Kennel Techs – 60 hours per week total
 - 1 Part Time Clerical Tech – 20 hours per week
- 24/7 access to ACOs for live animal drop-off.
 - 24/7 access to small freezer for deceased, small animals.
 - 24/7 access to large freezer for deceased, large animals.
- House, feed and care for (or locate appropriate care and housing for) any type of animal surrendered to the shelter, ensuring that their basic needs are met.
- Hold received animals for 3 days.
 - Verify current rabies vaccination for all owner-reclaimed animals.
 - Counsel and provide information on the importance of spay and neuter to all affected owners reclaiming animals.
 - Provide low-cost microchipping.
 - Pre-evaluate for adoption potential
 - Humanely euthanize, in accordance with law, animals not reclaimed by owner, not rescued and not identified as “adoptable”.
 - Dispose of, in accordance with law, all euthanized animals.
- *Reduce disease transmission between animals by placing animals suspected of communicable illness in a separate isolation area.*
- Place animals involved in biting incidents in rabies quarantine area and observe for signs of rabies for the specified amount of time.
- Build and maintain a database of information about each animal that enters and leaves the shelter.

FY 27 Animal Shelter New ILA Payments

	NCTCOG 2026 Populaiton Estimate^		Operations Fee (FY 27 base year)	Maintenance and Capital Contribution	Non- resident Surcharge Fee	Total
Anna	36,935	4.42%	\$83,535	\$8,407		\$91,943
Celina	78,647	9.42%	\$177,875	\$17,902	\$1,131	\$196,908
Collin County	119,000	14.26%	\$269,141	\$27,088		\$296,228
FairView	11,732	1.41%	\$26,534	\$2,671		\$29,205
Farmersville	5,742	0.69%	\$12,987	\$1,307		\$14,294
Frisco*	214,538	25.70%	\$485,218	\$48,835	\$17,069	\$551,122
Lucas	8,459	1.01%	\$19,132	\$1,926		\$21,057
McKinney	232,291	27.83%	\$525,369	\$52,876		\$578,245
Melissa	28,967	3.47%	\$65,514	\$6,594		\$72,108
Nevada	1,498	0.18%	\$3,388	\$341		\$3,729
Princeton	47,530	5.69%	\$107,498	\$10,819		\$118,317
Prosper	49,355	5.91%	\$111,626	\$11,235	\$2,236	\$125,096
	834,694	100.00%	\$1,887,816	\$190,000	\$20,436	\$2,098,252

* Frisco will not participate in the Animal Shelter after November 2028. Their amount for FY 2027 will be different than it appears here.



HEALTH AND CODE COMPLIANCE

To: Mayor and Town Council

From: Robyn Battle, Executive Director

Through: Mario Canizares, Town Manager

Re: Animal Control Services

Town Council Meeting – September 22, 2026

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon authorizing the Town Manager to execute Amendment No. 20 to the Interlocal Agreement between Collin County and the Town of Prosper for Animal Control Services in the amount of \$119,775 for FY 2026-2027.

Description of Agenda Item:

The Town of Prosper and Collin County entered into an Interlocal Agreement (ILA) in 2006 authorizing Collin County to provide Animal Control Services for the Town of Prosper. The Animal Control Services provided by the County include, but are not limited to, vaccination of animals, reporting of human exposure to rabies, quarantining and testing of biting animals, reduction of the stray animal population, restraint of dangerous animals, prohibition of dogs running at large and of inhumane treatment of animals, and other related services, and to prescribe penalties for violation of such provisions in accordance with Chapters 822, 825, and 826 of the Texas Health & Safety Code, and Chapter 142 of the Agriculture Code.

The initial term of the ILA was for one year, with automatic one-year renewal terms. The proposed Amendment No. 20 is for the renewal term of October 1, 2026, to September 30, 2027. Fees are based on the budgeted maintenance and operations expenses for Collin County Animal Control services, plus an additional capital contribution based on equipment replacement costs. The total amount is divided among the entities participating in the Interlocal Agreement, based on population. The attached Billing Worksheet provides a detailed account of the fees charged to the participating entities.

Local governments are authorized by the Interagency Cooperation Act, V.T.C.A. Government Code, Title 7, Chapter 771, to agree or contract with another agency for the provision of necessary and authorized services and resources. The Town of Prosper and several other municipalities contract with Collin County for these services.

Budget Impact:

The fee for Animal Control Services for FY 2026-2027 is \$119,775, which is a 30% decrease from last fiscal year. The fees will be funded by Code Compliance Contracted Services (14041010-56000).

Legal Obligations and Review:

Terrence Welch of Brown & Hofmeister, L.L.P., has previously approved the ILA document as to form and legality.

Attached Documents:

1. FY 2026-2027 Animal Control Amendment 20
2. FY 2026-2027 Animal Control Billing Worksheet

Town Staff Recommendation:

Town Staff recommends authorizing the Town Manager to execute Amendment No. 20 to the Interlocal Agreement between Collin County and the Town of Prosper for Animal Control Services in the amount of \$119,775 for FY 2026-2027.

Proposed Motion:

I move to authorize the Town Manager to execute Amendment No. 20 to the Interlocal Agreement between Collin County and the Town of Prosper for Animal Control Services in the amount of \$119,775 for FY 2026-2027.

HISTORICAL INFORMATION

Awarded by Court Order No. 2006-879-09-26

Amendment	<u>No. 1</u>	Court Order No.	<u>2008-047-01-22</u>	Summary	<u>One year Renewal, fees updated</u>
Amendment	<u>No. 2</u>	Court Order No.	<u>2008-894-10-14</u>	Summary	<u>One year Renewal, fees updated</u>
Amendment	<u>No. 3</u>	Court Order No.	<u>2009-852-10-12</u>	Summary	<u>One year Renewal, fees updated</u>
Amendment	<u>No. 4</u>	Court Order No.	<u>2011-018-01-10</u>	Summary	<u>One year Renewal, fees updated</u>
Amendment	<u>No. 5</u>	Court Order No.	<u>2011-684-09-19</u>	Summary	<u>One year Renewal, fees updated</u>
Amendment	<u>No. 6</u>	Court Order No.	<u>2013-017-01-07</u>	Summary	<u>One year Renewal, fees updated</u>
Amendment	<u>No. 7</u>	Court Order No.	<u>2014-012-01-06</u>	Summary	<u>One year Renewal, fees updated</u>
Amendment	<u>No. 8</u>	Court Order No.	<u>2014-1004-12-15</u>	Summary	<u>One year Renewal, fees updated</u>
Amendment	<u>No. 9</u>	Court Order No.	<u>2016-030-01-04</u>	Summary	<u>One year Renewal, fees updated</u>
Amendment	<u>No. 10</u>	Court Order No.	<u>2017-043-01-23</u>	Summary	<u>One year Renewal, fees updated</u>
Amendment	<u>No. 11</u>	Court Order No.	<u>2017-870-10-23</u>	Summary	<u>One year Renewal, fees updated</u>
Amendment	<u>No. 12</u>	Court Order No.	<u>2019-016-01-07</u>	Summary	<u>One year Renewal, fees updated</u>
Amendment	<u>No. 13</u>	Court Order No.	<u>2019-893-10-07</u>	Summary	<u>One year Renewal, fees updated</u>
Amendment	<u>No. 14</u>	Court Order No.	<u>2021-248-03-22</u>	Summary	<u>One year Renewal, fees updated</u>
Amendment	<u>No. 15</u>	Court Order No.	<u>2021-1064-10-25</u>	Summary	<u>One year Renewal, fees updated</u>
Amendment	<u>No. 16</u>	Court Order No.	<u>2022-1052-10-03</u>	Summary	<u>One year Renewal, fees updated</u>
Amendment	<u>No. 17</u>	Court Order No.	<u>2023-1044-10-16</u>	Summary	<u>One year Renewal, fees updated</u>
Amendment	<u>No. 18</u>	Court Order No.	<u>2024-913-09-16</u>	Summary	<u>One year Renewal, fees updated, Added Force Majeure</u>
Amendment	<u>No. 19</u>	Court Order No.	<u>2026-093-02-02</u>	Summary	<u>One year Renewal, fees updated</u>
Amendment	<u>No. 20</u>	Court Order No.	<u></u>	Summary	<u>One year Renewal, fees/SoS updated</u>

EXHIBIT “A”

ANIMAL CONTROL – SCOPE OF SERVICES

- Normal Operating days/hours:
8:00 a.m.-5:00 p.m. Tuesday-Sunday
Emergency calls only on Mondays.
 - 6 Animal Control Officers - 240 hours per week total
 - 1 Shelter Manager – 40 hours per week
 - 1 Shelter Supervisor – 40 hours per week
 - 2 Leads (1 field, 1 shelter) – 80 hours per week total
 - 1 Administrative Assistant – 40 hours per week
 - 1 Dispatcher – 40 hours per week
 - 2 Front Desk Personnel – 80 hours per week total
 - 1 Vet Tech – 40 hours per week
 - 2 Coordinators (Volunteer & Adoption, Rescue, Foster) – 80 hours per week total
 - 3 Part Time Kennel Techs – 60 hours per week total
 - 1 Part Time Clerical Tech – 20 hours per week
- 24 hour/7 day on-call services for emergencies. The following situations will be considered emergencies:
 - Any/all Fire and Police/Sheriff calls for assistance
 - Provide support to police/Sheriff personnel when called for assistance in cases that may include estrays. This includes all aspects from capture and impoundment to final disposition.
 - Personnel responding to stray calls shall be trained and equipped to handle euthanasia.
 - Gravely injured animal.
 - Vicious/dangerous animal.
 - Animal attack/bite against a human.
 - Livestock loose/Estray.
 - Suspicion of rabid animal.
- Response times: 45-minute response time to calls (measured from time of call to arrival on scene) – in general. Circumstances may arise to delay response time (i.e., inclement weather, prior calls, heavy call volume, travel to remote locations, etc.). If 45-minute response time cannot be met, the responding officer shall provide a reasonable estimated time of arrival. Maximum response time of 2 hours.
- Shall comply with the regulations contained in the most recently adopted Collin County Rabies/Animal Control Regulations Court Order (currently 96-117-02-26), most recently adopted Additional Provisions to the Rabies/Animal Control Regulations (currently 97-544-08-11), and the most recently adopted Prohibition of Possessing Wild Animals in Unincorporated Areas Court Order (currently 97-641-09-22 attachment A); and Vernon’s Texas Annotated Codes, Volume 2 Agricultural Code, Chapter 142 Estray Statutes. Compliance shall include but not be limited to the regulations/codes listed.

- Enforce the most recently adopted Collin County Animal Control Regulations (currently 96-117-02-26, 97-544-08-11 and 97-641-09-22).
- Enforce Vernon's Texas Annotated Codes, Volume 2 Agricultural Code, Chapter 142 Estray Statutes and definitions included in the Parks and Wildlife Code, Chapter 71.001. This shall include animals in the above statutes plus skunks.
- Investigate and respond to all complaints.
- Enforce all applicable regulations through issuance of citations or filing of civil and/or criminal charges. Appear in Court as State's witness in all cases filed.
- As needed or required by law, perform humane destruction of animals in the field and removal of carcasses. Shall remain at scene with animal until verified destroyed.
- Submit any suspect animal's head to Department of State Health Services for rabies diagnosis, in the event of human contact.
- Capture of stray injured or aggressive animals as described in the most recently adopted Animal Control Ordinance and Vernon's Texas Annotated Codes, Volume 2 Agricultural Code, Chapter 142 Estray Statutes on a complaint basis.

FY 2027 Animal Control Billing Worksheet

Larger Entities / Original Entities									
	Population* NCTCOG 2026 Estimate	% of Charges	FY 2027 Budgeted M&O and Per.	FY 2027 Capital Contribution**	FY 2027 Total Cost before Adjust.	Less Smaller Entities	Less Adjustments for FY 2025 Budget vs. Actual	FY 2027 Total Billed	
Anna	36,935	9.77%	\$ 88,273	\$ 8,307	\$ 96,580	\$ 4,130	\$ 2,817	\$	89,634
Celina	78,647	20.81%	\$ 187,963	\$ 17,689	\$ 205,652	\$ 8,794	\$ 5,998	\$	190,860
Fairview	11,732	3.10%	\$ 28,039	\$ 2,639	\$ 30,678	\$ 1,312	\$ 895	\$	28,471
Melissa	28,967	7.66%	\$ 69,230	\$ 6,515	\$ 75,745	\$ 3,239	\$ 2,209	\$	70,297
Princeton	47,530	12.58%	\$ 113,595	\$ 10,690	\$ 124,285	\$ 5,314	\$ 3,625	\$	115,346
Prosper	49,355	13.06%	\$ 117,956	\$ 11,101	\$ 129,057	\$ 5,518	\$ 3,764	\$	119,775
Collin County	119,010	31.49%	\$ 284,429	\$ 26,767	\$ 311,196	\$ 13,307	\$ 9,077	\$	288,813
Farmersville	5,742	1.52%	\$ 13,723	\$ 1,291	\$ 15,015	\$ 642	\$ 438	\$	13,935
Totals	377,918	100%	\$ 903,209	\$ 85,000	\$ 988,209	\$ 42,255	\$ 28,823	\$	917,131

**Yearly Capital Charge Covers Any/All Equipment Replacement Costs

Total cost before adjustments is calculated by taking the adopted operating budget for the upcoming year and adding \$85,000 for Capital Contributions. To get the total billed amount subtract the flat contract amounts for the smaller entities and entities added at a later time and subtract out the adjustments from the last closed fiscal year to true up the expenditures. See below the adjustment calculation.

FY 2027 Billing Breakout	
Total Billed:	\$ 903,209
Smaller Entities:	\$ 42,255
Total +/- back	\$ 860,954

Adjust. for FY 2025 Budget vs. Actual	
FY 2025 Billed	\$ 880,764
FY 2025 Actual	\$ 851,941
Total +/- back	\$ 28,823

Smaller Entities / Added Later						
	FY 2027 Budgeted M&O and Per.	FY 2027 Capital Contribution**	FY 2027 Total Cost before Adjust.	Less Smaller Entities	Less Adjustments for FY 2025 Budget vs. Actual	FY 2027 Total Billed
Lavon			\$ 3,150			\$ 3,150
Lucas			\$ 19,030			\$ 19,030
Nevada			\$ 1,575			\$ 1,575
Weston			\$ 2,500			\$ 2,500
Blue Meadow MUD No. 1			\$ 2,000			\$ 2,000
North Collin County MUD No. 1			\$ 2,000			\$ 2,000
Van Alstyne MUD No. 3			\$ 2,000			\$ 2,000
Magnolia Pointe MUD No. 1			\$ 2,000			\$ 2,000
Van Alstyne MUD No. 2			\$ 2,000			\$ 2,000
East Collin MUD No. 1			\$ 2,000			\$ 2,000
Raintree MUD No. 1			\$ 2,000			\$ 2,000
LC MUD No. 1			\$ 2,000			\$ 2,000
			\$ 42,255			\$ 42,255

Grand Total: \$ 959,386

Grand Total is the total billed amount for the larger and smaller entities combined.



ENGINEERING SERVICES

To: Mayor and Town Council

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

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

Re: Construction Materials Testing and Observation Services Agreement
Craig Road (Preston Road to Fifth Street)

Town Council Meeting – September 22, 2026

Strategic Visioning Priority: 1. Acceleration of Infrastructure

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a Professional Services Agreement between Geotex Engineering LLC, and the Town of Prosper, Texas, related to professional construction materials testing and observation services for the Craig Road (Preston Road to Fifth Street) project in the amount of \$147,224.

Description of Agenda Item:

At the August 25, 2026, Town Council meeting, the Town Council awarded McMahon Contracting LP, the construction contract for the Craig Road (Preston Road to Fifth Street) project. In conformance with standard practice for governmental entities, the Town of Prosper is contracting with an independent firm for professional construction materials testing and observation services instead of the selected contractor including these services in their proposals.

Construction materials testing and observation services are typically 1% to 5% of a project's construction cost depending on its scope. The proposal from Geotex Engineering LLC, for construction materials testing and observation services is 3.7% of the CIP project's construction cost. The proposed services will be delivered on an as-needed basis and invoiced based on the actual quantity of work performed during construction. After establishing a fee schedule, the scope of services has been estimated based on standard practices and requirements for materials testing frequencies within the construction industry.

At the October 24, 2023, Town Council meeting, the Town Council approved a list of qualified firms, which included services for Geotechnical Engineering and Material Testing. Geotex Engineering LLC (formerly known as D&S Engineering Labs, Inc.), is included on the approved list and has successfully worked on several projects within the Town of Prosper.

Budget Impact:

The estimated cost for the professional construction materials testing and observation services is \$147,224. Funding to be provided from the \$4,340,000.00 construction budget for the Craig Road (Preston Road to Fifth Street) project in Account No. ST202140-CONST-CONST. The approved construction contract with McMahon Contracting LP, is \$3,649,793.58 plus the authorized \$300,000 for construction phase contingencies for a total of \$3,949,793.58. When combined with the approved construction contract, there is \$242,982.42 remaining in the budget.

Legal Obligations and Review:

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

Attached Documents:

1. Professional Services Agreement
2. Location Map

Town Staff Recommendation:

Town staff recommends that the Town Council authorize the Town Manager to execute a Professional Services Agreement between Geotex Engineering LLC, and the Town of Prosper, Texas, related to professional construction materials testing and observation services for the Craig Road (Preston Road to Fifth Street) project in the amount of \$147,224.

Proposed Motion:

I move to authorize the Town Manager to execute a Professional Services Agreement between Geotex Engineering LLC, and the Town of Prosper, Texas, related to professional construction materials testing and observation services for the Craig Road (Preston Road to Fifth Street) project in the amount of \$147,224.

PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND GEOTEX ENGINEERING LLC
FOR THE CRAIG ROAD (PRESTON ROAD - FIFTH STREET) PROJECT (2140-ST)

This Agreement for Professional Services, hereinafter called "Agreement," is entered into by the Town of Prosper, Texas, a municipal corporation, duly authorized to act by the Town Council of said Town, hereinafter called "Town," and GEOTEX ENGINEERING LLC, a company authorized to do business in Texas, acting through a duly authorized officer, hereinafter called "Consultant," relative to Consultant providing professional construction materials testing & observation services to Town. Town and Consultant when mentioned collectively shall be referred to as the "Parties."

W I T N E S S E T H:

WHEREAS, Town desires to obtain professional construction materials testing & observation services in connection with the CRAID ROAD (PRESTON ROAD – FIFTH STREET) PROJECT (2140-ST), hereinafter called "Project";

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

1. **Term of Agreement.** This Agreement shall become effective on the date of its execution by both Parties, and shall continue in effect thereafter until terminated as provided herein.
2. **Services to be Performed by Consultant.** The Parties agree that Consultant shall perform such services as are set forth and described in Exhibit A - Scope of Services and incorporated herein as if written word for word. All services provided by Consultant hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of their profession. In case of conflict in the language of Exhibit A and this Agreement, this Agreement shall govern and control. Deviations from the Scope of Services or other provisions of this Agreement may only be made by written agreement signed by all Parties to this Agreement.
3. **Prompt Performance by Consultant.** Consultant shall perform all duties and services and make all decisions called for hereunder promptly and without unreasonable delay as is necessary to cause Consultant's services hereunder to be timely and properly performed. Notwithstanding the foregoing, Consultant agrees to use diligent efforts to perform the services described herein and further defined in any specific task orders, in a manner consistent with these task orders; however, the Town understands and agrees that Consultant is retained to perform a professional service and such services must be bound, first and foremost, by the principles of sound professional judgment and reasonable diligence.
4. **Compensation of Consultant.** Town agrees to pay to Consultant for satisfactory completion of all services included in this Agreement an amount not-to-exceed One Hundred Forty-Seven Thousand Two Hundred Twenty-Four Dollars and Zero Cents (\$147,224.00) for the Project as set forth and described in Exhibit B - Compensation Schedule and incorporated herein as if written word for word. Hourly not to exceed fees shall be billed monthly based on hours of work that have been completed. All other not to exceed fees shall be billed monthly based on the units of work that have been completed.

Consultant agrees to submit statements to Town for professional services no more than once per month. These statements will be based upon Consultant's actual services performed and Town shall endeavor to make prompt payments. Each statement submitted by Consultant to Town shall be reasonably itemized to show the amount

of work performed during that period. If Town fails to pay Consultant within sixty (60) calendar days of the receipt of Consultant's invoice, Consultant may, after giving ten (10) days written notice to Town, suspend professional services until paid.

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

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

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

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

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

8. **Insurance.** Consultant shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement applicable insurance policies as described in Exhibit C - Insurance Requirements and incorporated herein as if written word for word. Consultant shall submit to Town proof of such insurance prior to commencing any work for Town.

9. **Indemnification.** CONSULTANT DOES HEREBY COVENANT AND AGREE TO RELEASE, INDEMNIFY AND HOLD HARMLESS TOWN AND ITS OFFICIALS, OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES AND INVITEES FROM AND AGAINST LIABILITY, CLAIMS, SUITS, DEMANDS AND/OR CAUSES OF ACTION, (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES AND COSTS OF LITIGATION), WHICH MAY ARISE BY REASON OF DEATH OR INJURY TO PROPERTY OR PERSONS BUT ONLY TO THE EXTENT OCCASIONED BY THE NEGLIGENT ACT, ERROR OR OMISSION OF CONSULTANT, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, INVITEES OR OTHER PERSONS FOR WHOM CONSULTANT IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS AGREEMENT.

IN THE EVENT THAT TOWN AND CONSULTANT ARE CONCURRENTLY NEGLIGENT, THE PARTIES AGREE THAT ALL LIABILITY SHALL BE CALCULATED ON A COMPARATIVE BASIS OF FAULT AND

RESPONSIBILITY AND THAT NEITHER PARTY SHALL BE REQUIRED TO DEFEND OR INDEMNIFY THE OTHER PARTY FOR THAT PARTY'S NEGLIGENT OR INTENTIONAL ACTS, ERRORS OR OMISSIONS.

10. **Notices.** Any notices to be given hereunder by either Party to the other may be affected either by personal delivery, in writing, or by registered or certified mail to the following addresses:

Geotex Engineering LLC
Amy Brothers, P.E., President / Owner
P.O. Box 855
Collinsville, TX 76233
ABrothers@geotex-engineering.com

Town of Prosper
Mario Canizares, Town Manager
PO Box 307
Prosper, TX 75078
mcanizares@prospertx.gov

11. **Termination.** The obligation to provide further services under this Agreement may be terminated by either Party in writing upon thirty (30) calendar days notice. In the event of termination by Town, Consultant shall be entitled to payment for services rendered through receipt of the termination notice.

12. **Sole Parties and Entire Agreement.** This Agreement shall not create any rights or benefits to anyone except Town and Consultant, and contains the entire agreement between the Parties. Oral modifications to this Agreement shall have no force or effect.

13. **Assignment and Delegation.** Neither Town nor Consultant may assign its rights or delegate its duties without the written consent of the other Party. This Agreement is binding on Town and Consultant to the extent permitted by law. Nothing herein is to be construed as creating any personal liability on the part of any Town officer, employee or agent.

14. **Texas Law to Apply; Successors; Construction.** This Agreement shall be construed under and in accordance with the laws of the State of Texas. It shall be binding upon, and inure to the benefit of, the Parties hereto and their representatives, successors and assigns. Should any provisions in this Agreement later be held invalid, illegal or unenforceable, they shall be deemed void, and this Agreement shall be construed as if such provision had never been contained herein.

15. **Conflict of Interest.** Consultant agrees that it is aware of the prohibited interest requirement of the Town Charter, which is repeated in Exhibit D - Conflict of Interest Affidavit and incorporated herein as if written word for word, and will abide by the same. Further, a lawful representative of Consultant shall execute the Affidavit included in the exhibit. Consultant understands and agrees that the existence of a prohibited interest during the term of this Agreement will render the Agreement voidable.

Consultant agrees that it is further aware of the vendor disclosure requirements set forth in Chapter 176, Local Government Code, as amended, and will abide by the same. In this connection, a lawful representative of Consultant shall execute the Conflict of Interest Questionnaire, Form CIQ, attached hereto as Exhibit E - Conflict of Interest Questionnaire and incorporated herein as if written word for word.

16. **Venue.** The Parties herein agree that this Agreement shall be enforceable in Prosper, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in Collin County, Texas.

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

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

19. **"Anti-Israel Boycott" Provision.** In accordance with Chapter 2270, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Chapter 2270 does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the company is not subject to Chapter 2270 for the reasons stated herein, the signatory executing this Agreement on behalf of the company verifies by its signature to this Agreement that the company does not boycott Israel and will not boycott Israel during the term of this Agreement.

20. **IRAN, SUDAN AND FOREIGN TERRORIST ORGANIZATIONS.** If § 2252.153 of the Texas Government Code is applicable to this Contract, by signing below Contractor does hereby represent, verify and warrant that (i) it does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under § 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a "foreign terrorist organization" as defined in § 2252.151 of the Texas Government Code.

21. **PROHIBITION ON CONTRACTS WITH CERTAIN COMPANIES PROVISION.** In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that Contractor is not on a list maintained by the State Comptroller's Office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

22. **Signatories.** Town warrants and represents that the individual executing this Agreement on behalf of Town has full authority to execute this Agreement and bind Town to the same. Consultant warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind Consultant to same.

IN WITNESS WHEREOF, the Parties, having read and understood this Agreement, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the 15th day of September, 2026.

GEOTEX ENGINEERING LLC

By: *Tyler Poley*
 Signature
Tyler Poley
 Printed Name
Director of Operations
 Title
9/15/2026
 Date

TOWN OF PROSPER, TEXAS

By: _____
 Signature
Mario Canizares
 Printed Name
Town Manager
 Title

 Date

EXHIBIT A
SCOPE OF SERVICES

PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND GEOTEX ENGINEERING LLC
FOR THE CRAIG ROAD (PRESTON ROAD - FIFTH STREET) PROJECT (2140-ST)

<<<REFERENCE NEXT 3 PAGES FOR DETAILS>>>



August 26, 2026
23-0817-017

Ms. Alexis Turner
Town of Prosper
aturner@prospertx.gov

**Subject: Construction Materials Testing Services
Craig Road Preston Road to 5th Street
Prosper, Texas**

Dear Ms. Turner:

Geotex Engineering is pleased to submit this proposal for construction materials testing for the above-referenced project. We understand that the project entails paving improvements to Craig Road from Preston Road to 5th Street in Prosper, Texas.

This proposal is based on civil construction set plans dated April 2026.

PROJECT INFORMATION

Based on our review of the project plans we understand that the project will consist of the following:

- ◆ Craig Road
 - ◆ Scarified and re-compacted subgrade for sidewalks
 - ◆ 6-inch lime-treated paving subgrade
 - ◆ Portland cement concrete paving
 - ◆ Utility trench backfill
 - ◆ Retaining wall
 - ◆ Cast in place storm inlets
 - ◆ Cast in place headwall

SCOPE OF SERVICES

The following scope of services is based on our review of the project documents and is limited to providing testing and/or observations for the previously mentioned construction. ***We do request that your construction representative provide us with a 24-hour notice for scheduling purposes. Same-day call-ins will be billed at premium rates.*** As such, we agree to provide the appropriate personnel to perform the below construction materials services.

Earthwork

- Obtain and perform laboratory moisture/density relations (ASTM D698) and soil classification tests (liquid limit, plastic limit, and percent finer than no. 200 sieve analysis) for each soil type

- Perform in-place moisture/density tests at the proposed rate of 1/300 linear feet for paving areas, and utility backfill
- Perform a pH test per 300 feet of spacing or less along each roadway and fire lane direction
- Determine swell potential, and compressive strength every 900 feet spacing or less along each roadway and fire lane direction
- Perform in-place sieve analysis at the rate of 1/300 linear feet and depth checks at the rate of 1/100 linear feet on lime treated paving subgrades

Asphalt Paving

- Determine roll patterns for placement of the proposed HMAC pavement surface

Reinforcing Steel

- Perform reinforcing steel observation which will include:
 - verify the number and size of bars
 - verify clearance between bars and spacing
 - verify securing, tying, and chairing of bars

Cast-In-Place Concrete

- Perform testing during concrete placements, which will include:
 - perform ambient and concrete temperature determinations
 - perform entrained air content determination
 - perform slump determination
- Cast concrete test cylinders at the proposed rate of 5/100 cubic yards of concrete placed, or a fraction thereof placed per day
- Compressive strength determination of concrete test cylinders with one tested at 7 days, three tested at 28 days, and one held in reserve

Notes and Qualifications:

Preparation of a compliance letter or other tasks and services that will require Professional Engineering (PE) hours will be billed at the PE's rate of \$250/hour.

COMPENSATION

While testing is dependent on the construction sequence, contractor performance and efficiency, weather conditions, and the actual testing performed, we suggest an **estimated budget of \$147,224**. The invoicing for this project will use the attached fee schedule **and the actual quantity of work performed**. The estimated budget will not be exceeded without prior approval. The services provided by Geotex Engineering will be consistent with the engineering standards prevailing at the time and in the area in which the work is performed; no other warranty, express or implied, is intended. Estimates are valid for 60 days. If ICC Special Inspections are requested or required, additional fees will apply. Any additional testing that the client requests will be billed. Fees are subject to increases upon the calendar year or following years of signing the contract. Additional slump, entrained air, and temperature tests requested will be charged to the client. (Slump-\$20), (Entrained Air and Unit Weight-\$25), (Temperature-\$5). If a NICET inspector is required, additional fees will apply.

Craig Road Preston Road to 5th Street
Prosper, Texas

We appreciate the opportunity to provide you with our services. Please call if you have questions or wish to discuss the budget estimate.

This proposal is made subject to and expressly incorporates by reference the terms and conditions of Geotex's Continuing Agreement for Construction Materials Testing Services, which is attached hereto or otherwise provided to The Town of Prosper.

Sincerely,
Geotex Engineering, LLC



Brandon Lowrance
Chief Estimator

The Town of Prosper

Alexis Turner

EXHIBIT B
COMPENSATION SCHEDULE

PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND GEOTEX ENGINEERING LLC
FOR THE CRAIG ROAD (PRESTON ROAD - FIFTH STREET) PROJECT (2140-ST)

<<<REFERENCE NEXT 3 PAGES FOR DETAILS>>>



Geotex Engineering, LLC
 2711 Hartley Field Road
 Denton, Texas
 Phone: 940.735.3433

Budget Estimate for Construction Materials

Testing & Observation Services

Craig Road Preston Road to 5th Street

Prosper, Texas

23-0817-017

Item	Quantity	Unit	Unit Rate	Total
Earthwork Observation & Testing Paving & Utilities				
Moisture Density Relations (ASTM D698 - Method A or B)	4	each	\$210.00	\$840.00
Moisture Density Relations Treated (ASTM D698 - Method A or B)	2	each	\$310.00	\$620.00
Moisture Density Relations (ASTM D698 - Method C)	1	each	\$235.00	\$235.00
Atterberg Limits (ASTM 4318)	6	each	\$95.00	\$570.00
Minus 200 Sieve Analysis	6	each	\$55.00	\$330.00
Soil pH	10	each	\$75.00	\$750.00
Overburden Swell	4	each	\$125.00	\$500.00
Unconfined compressive strength (soil)	4	each	\$75.00	\$300.00
Sieve Analysis	1	each	\$300.00	\$300.00
Oversized Rock Correction	1	each	\$110.00	\$110.00
Lime Depth Checks	60	each	\$20.00	\$1,200.00
Lime Subgrade Gradations	20	each	\$20.00	\$400.00
Sulfate Content in Soils, Colorimetric Method	4	each	\$105.00	\$420.00
Lime Series	1	each	\$525.00	\$525.00
Lime Series Letter	1	each	\$250.00	\$250.00
In-Place Moisture-Density Tests (Grading Fill) Min 3 Per Trip	40	each	\$20.00	\$800.00
In-Place Moisture-Density Tests (Paving) Min 3 Per Trip	113	each	\$20.00	\$2,260.00
In-Place Moisture-Density Tests (Utilities) Min 3 Per Trip	100	each	\$20.00	\$2,000.00
Certified Engineering Soils Technician - Grading Fill (Min. 4 hrs. per trip)	20	hour	\$65.00	\$1,300.00
Certified Engineering Soils Technician - Paving (Min. 4 hrs. per trip)	214	hour	\$65.00	\$13,910.00
Certified Engineering Soils Technician - Utilities (Min. 4 hrs. per trip)	80	hour	\$65.00	\$5,200.00
Certified Engineering Soils Technician (Estimated overtime)	90	hour	\$97.50	\$8,775.00
Trip Charge	63	trip	\$50.00	\$3,150.00
Project Manager	29	hour	\$175.00	\$5,075.00
Project Administration	n/a	%	10	\$4,982.00
Estimated Total for Earthwork Services for Paving & Utilities:				\$54,802.00
Concrete Observation & Testing				
Concrete Test Cylinders (4 x 8 inch)	430	each	\$26.00	\$11,180.00
(Includes: ambient & concrete temperatures, slump, air & unit weight)				
Certified Engineering Concrete Technician (Min. 4 hrs. per trip)	530	hour	\$65.00	\$34,450.00
(Includes reinforcing observation & cylinder pick up)				
Certified Engineering Concrete Technician (Estimated overtime)	200	hour	\$97.50	\$19,500.00
Trip Charge	120	trip	\$50.00	\$6,000.00
Project Manager	45	hour	\$175.00	\$7,875.00
Project Administration	n/a	%	10	\$7,901.00
Estimated Total for Concrete Services:				\$86,906.00



Geotex Engineering, LLC
 2711 Hartley Field Road
 Denton, Texas
 Phone: 940.735.3433

Budget Estimate for Construction Materials

Testing & Observation Services

Craig Road Preston Road to 5th Street

Prosper, Texas

23-0817-017

Asphalt Observation & Testing				
Certified Roadway Specialist - Set Rolling Patterns	16	hour	\$85.00	\$1,360.00
Nuclear Density Gauge Equipment Rental Fee	2	day	\$125.00	\$250.00
Trip Charge	2	trip	\$50.00	\$100.00
Project Manager	2	hour	\$175.00	\$350.00
Project Administration	n/a	%	10	\$206.00
Estimated Total for Asphalt Services:				\$2,266.00
Project Setup Fee	1	each	\$250.00	\$250.00
Allowance for Sr. Engineer	12	hour	\$250.00	\$3,000.00
				\$3,250.00
Estimated Total for Above Services:				\$147,224.00

SCHEDULED ASSUMPTIONS AND NOTES

No construction schedule, specifications or geo report provided.
 Utility backfill completed at a rate of 300 linear feet per day, full depth of trench.
 400 cubic yards of paving concrete placed per day.
 300 linear feet of sidewalk concrete placed per day.
 12 trips for sidewalk concrete placement.
 2 trips for asphalt.
 24 trips for utility structure concrete placement.
 6 trips for water line backfill.
 10 trips for storm drain backfill.
 1 trip for proctor pick up.
 16 trips for paving earthwork.
 3 driveway approaches completed per day.
 11 trips for approaches concrete placement.
 2 trips for retaining wall concrete placement.

NOT INCLUDED IN REQUIREMENTS OR THE BUDGET

Tests in excess of above stated quantities or additional tests not listed
 Retesting of any failed tests / observation
 Temporary site curing facility
 Project compliance letter



Geotex Engineering, LLC
2711 Hartley Field Road
Denton, Texas
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Budget Estimate for Construction Materials

Testing & Observation Services

Craig Road Preston Road to 5th Street

Prosper, Texas

23-0817-017

The fees listed above for field and laboratory tests, include the equipment necessary to accomplish the task. Fees not listed above are available upon request. Estimates are valid for 60 days. Any additional testing that the client requests will be billed. There will be a 50% surcharge to the standard testing fees on all testing performed on rush orders. All services and personnel fees are subject to a minimum fee of four hours per trip for all scheduled inspections, site visits and for cancellations (on-site or in route) unless noted otherwise. Hourly rates quoted are portal to portal and apply to standard work days, Monday through Friday 7:00 am to 6:00 pm. Overtime rate of 1.5 times the quoted rate will be applied outside of the standard work hours, over 8 hours a day and on Saturday. Sundays and Holidays will be billed at 2 times the quoted rates. Fees listed above are per unit/hour, unless otherwise noted. Same-day call-ins to be billed at 1.5 times the hourly rate of the available personnel, up to and including the project manager's rate. Fees listed are for informational use only and are subject to change. If ICC Special Inspections are required, additional fees will apply. Fees are subject to increases upon the calendar year or following years of signing the contract. Additional slump, entrained air and temperature tests requested will be charged to client. (Slump-\$20), (Entrained Air and Unit Weight-\$25), (Temperature-\$5). If NICET inspector is required, additional fees will apply.

EXHIBIT C INSURANCE REQUIREMENTS

Service provider shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by the service provider. A certificate of insurance meeting all requirements and provisions outlined herein shall be provided to the Town prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. ISO Form Number GL 00 01 (or similar form) covering Commercial General Liability. "Occurrence" form only, "claims made" forms are unacceptable, except for professional liability.
2. Workers Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
3. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract.
4. Professional Liability, also known as Errors and Omissions coverage.

B. MINIMUM LIMITS OF INSURANCE

Service Provider shall maintain throughout contract limits not less than:

1. Commercial General Liability: \$500,000 per occurrence /\$1,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy will include coverage for:
 - a. Premises / Operations
 - b. Broad Form Contractual Liability
 - c. Products and Completed Operations
 - d. Personal Injury
 - e. Broad Form Property Damage
2. Workers Compensation and Employer's Liability: Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 each accident, \$300,000 Disease- Policy Limit, and \$100,000 Disease- Each Employee.
3. Automobile Liability: \$500,000 Combined Single Limit. Limits can only be reduced if approved by the Town. Automobile liability shall apply to all owned, hired, and non-owned autos.
4. Professional Liability aka Errors and Omissions: \$500,000 per occurrence and in the aggregate.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retentions in excess of \$10,000 must be declared to and approved by the Town.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverages

- a. The Town, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the provider, products and completed operations of the provider, premises owned, occupied or used by the provider. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.
- b. The provider's insurance coverage shall be primary insurance in respects to the Town, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the provider's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Town, its officers, officials, employees, boards and commissions or volunteers.
- d. The provider's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the insured's limits of liability.

2. Workers Compensation and Employer's Liability Coverage:

The insurer shall agree to waive all rights of subrogation against the Town, its officers, officials, employees and volunteers for losses arising from work performed by the provider for the Town.

3. All Coverages:

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after 30 days written notice to the Town for all occurrences, except 10 days written notice to the Town for non-payment.

4. Professional Liability and / or Errors and Omissions:

"Claims made" policy is acceptable coverage, which must be maintained during the course of the project, and up to two (2) years after completion and acceptance of the project by the Town.

E. ACCEPTABILITY OF INSURERS

The Town prefers that Insurance be placed with insurers with an A.M. Best's rating of no less than A- VI, or better.

F. VERIFICATION OF COVERAGE

Service Provider shall provide the Town with certificates of insurance indicating the coverages required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of insurance similar to the ACORD Form are acceptable. Town will not accept Memorandums of Insurance or Binders as proof of insurance. The Town reserves the right to require complete, certified copies of all required insurance policies at any time.

Certificate holder to be listed as follows:

Town of Prosper
P.O. Box 307
Prosper, TX 75078

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	OFFICE USE ONLY	
1 Name of vendor who has a business relationship with local governmental entity. Geotex Engineering, LLC	Date Received	
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. N/A Name of Officer		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. N/A A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☐ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more. N/A		
6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7 <i>Tyler Polay</i> Signature of vendor doing business with the governmental entity 9/15/2026 Date		

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 11/30/2015



LOCATION MAP

Craig Road Improvements

Preston Road to Fifth Street





PLANNING

To: Mayor and Town Council

From: David Hoover, AICP, Director of Development Services

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

Re: Development Agreement for Frontier Gateway

Town Council Meeting – September 22, 2026

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

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a Development Agreement between Urban Heights at Frontier LLC and the Town of Prosper relative to Frontier Gateway. (DEVAGRE-26-0007)

Description of Agenda Item:

On August 18, 2026, the Planning and Zoning Commission unanimously approved the proposed Preliminary Site Plan by a vote of 6-0. A Development Agreement has been prepared accordingly. This item was tabled at the September 8, 2026, Town Council meeting by a vote of 7-0.

Budget Impact:

There is no budgetary impact affiliated with this item.

Legal Obligations and Review:

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

Attached Documents:

1. Development Agreement

Town Staff Recommendation:

Town Staff recommend the Town Council authorize the Town Manager to execute a Development Agreement between Urban Heights at Frontier LLC and the Town of Prosper relative to Frontier Gateway.

Proposed Motion:

I move to authorize/not authorize the Town Manager to execute a Development Agreement between Urban Heights at Frontier LLC and the Town of Prosper relative to Frontier Gateway.

FRONTIER GATEWAY DEVELOPMENT AGREEMENT

THIS FRONTIER GATEWAY DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between the Town of Prosper, Texas ("Town"), and Urban Heights at Frontier LLC ("Developer"), individually, a "Party" and collectively, the "Parties," to be effective (the "Effective Date") on the latest date executed by a Party.

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

WHEREAS, Developer is developing a project in the Town known as Frontier Gateway ("Property"), a Preliminary Site Plan of which Property is attached hereto as Exhibit A and incorporated by reference; and

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

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

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

3. **Maintenance of Landscape Areas.**

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

Landscape Areas, where required, and other routine and regular maintenance of plants and other vegetation.

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

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

4. Periodic Review of the Property's Zoning by the Town Council. The Town Council reserves the right to periodically review the progress and/or scope of development of the Property pursuant to the terms of any zoning regulations applicable to the Property, and in the event any amendment(s) or revision(s) to said zoning regulations are deemed reasonably appropriate and have the written approval of the Developer, the Town may provide appropriate notices for Town consideration of same, pursuant to the provisions of Chapter 211 of the Texas Local Government Code, as amended, and the Town's Zoning Ordinance, as amended.

5. Reserved Powers Doctrine. The Parties to this Agreement acknowledge the "reserved powers doctrine" as enunciated by the Texas Supreme Court in *Kirby Lake Dev., Ltd. v. Clear Lake City Water Auth.*, 320 S.W.3d 829, 843 (Tex. 2010) (providing that certain legislative and governmental powers "are conferred on government entities for public purposes and can neither be delegated nor bartered away. Government entities cannot cede away such powers through contracts with others . . ."). Consequently, in the event that Developer seeks approval of Specific Use Permits for Lots 1 and/or 3 for drive-through restaurants on said lots, the Town will endeavor to promptly consider the approval of such permits, and further, the Town recognizes and

acknowledges the reasons underlying Developer's request for such Specific Use Permits. Additionally, Town Staff would support the request for Specific Use Permits for drive-through restaurants on Lots 1 and/or 3.

6. Certain Business Establishments Prohibited. Developer agrees and acknowledges that it will not lease, sell or otherwise permit or authorize on the Property any of the following business establishments: (1) credit access businesses, as defined in Texas Finance Code § 393.601, as amended, including but not limited to payday lending businesses, "cash for title" lenders, and credit services businesses, as defined in Texas Finance Code § 393.001, as amended); (2) body art facilities; (3) smoke or vape shops; (4) any business entity that sells drug paraphernalia; (5) any business establishment offering gaming or slot machines; (6) sex shops, including but not limited to business entities whose primary purpose is the sale of lewd merchandise; (7) pawn shops; (8) business entities which primarily utilize outdoor storage or displays; (9) distribution center ; (10) dry cleaning, major; (11) laundromat.

7. 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.

8. 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

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

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

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

If to Developer: Urban Heights at Frontier LLC
 Vijay Sagar Pelaprolu
 4577 Firewheel Drive
 Plano, TX 75024-3970

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

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

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

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

19. **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.

20. **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.

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

22. 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.

23. 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.

24. 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.

25. Waiver of Texas Government Code § 3000.001 et seq. With respect to any and all Structures to be constructed on the Property pursuant to this Agreement, Developer hereby waives any right, requirement or enforcement of Texas Government Code §§ 3000.001-3000.005, as amended.

26. 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.

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

28. Exactions/Infrastructure Costs. Developer has been represented by legal counsel in the negotiation of this Agreement and been advised or has had the opportunity to have legal counsel review this Agreement and advise Developer, regarding Developer's rights under Texas and federal law. Developer hereby waives any requirement that the Town retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas Occupations Code, to review and determine that the

exactions required by the Town are roughly proportional or roughly proportionate to the proposed development's anticipated impact. Developer specifically reserves its right to appeal the apportionment of municipal infrastructure costs in accordance with § 212.904 of the Texas Local Government Code; however, notwithstanding the foregoing, Developer hereby releases the Town from any and all liability under § 212.904 of the Texas Local Government Code, as amended, regarding or related to the cost of those municipal infrastructure requirements imposed by this Agreement.

(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, Town of Prosper

STATE OF TEXAS)

)

COUNTY OF COLLIN)

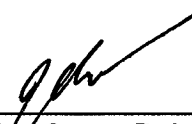
This instrument was acknowledged before me on the ____ day of _____, 2026, by Mario Canizares, Town Manager of the Town of Prosper, Texas, on behalf of the Town of Prosper, Texas.

Notary Public, State of Texas

My Commission Expires:

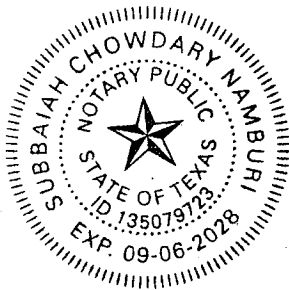
DEVELOPER:

URBAN HEIGHTS AT FRONTIER LLC

By: 
 Name: Vijay Sagar Pelaprolu
 Title: MANAGER

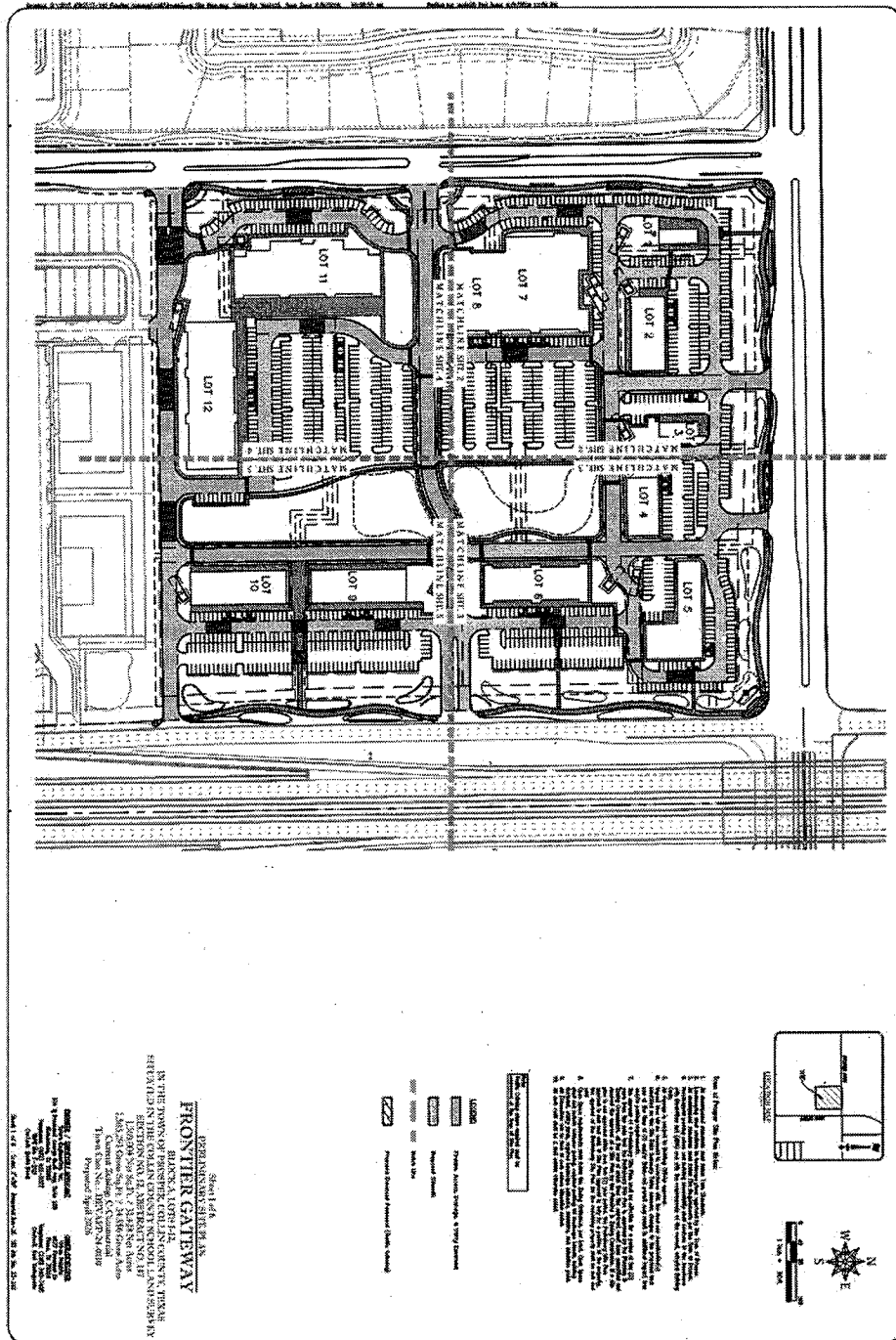
STATE OF TEXAS)
)
 COUNTY OF Denton)

This instrument was acknowledged before me on the 17th day of August, 2026, by Vijay Sagar Pelaprolu on behalf of Urban Heights at Frontier LLC, 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:
09/06/2028

FRONTIER GATEWAY (DEVAPP-24-0110) EXHIBIT A: PRELIMINARY SITE PLAN



**FRONTIER GATEWAY
(DEVAPP-24-0110)
EXHIBIT B: BUILDING MATERIALS**

EXTERIOR APPEARANCE OF BUILDINGS:

A. Architectural Standards

1. Architectural style requirements are to be provided in accordance with the Design Standards for Office, Retail, Restaurant, Service, Automobile, Commercial, and Mixed-Use Development Standards of the Town of Prosper's Unified Development Code, Article 2, Section 2.15.C in addition to the building material requirements below:
 - a. Permitted primary exterior materials shall constitute a minimum 80% of an elevation and are defined as clay fired brick, natural and manufactured stone, granite, and marble.
 - b. Secondary materials used on the façade of a building are those that comprise a total of 20% or less of an elevation area. Permitted secondary materials are all primary materials, aluminum or other metal, cedar or similar quality decorative wood and stucco (3-step application process). Stucco is only permitted a minimum of nine feet above grade.
 - c. Buildings facing Dallas Parkway and backing to the centralized open space area will have rear façades similar in appearance to the front façades.



PLANNING

To: Mayor and Town Council

From: David A. Hoover, AICP, Director of Development Services

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

Re: Notice of Appeals

Town Council Meeting – September 22, 2026

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

Agenda Item:

Consider and act upon whether to direct staff to submit a written notice of appeals on behalf of the Town Council to the Development Services Department, pursuant to Article 2.03(H)(8) and 2.03(I)(3)(g) of the Town's Unified Development Code, regarding action taken by the Planning and Zoning Commission on Preliminary Site Plans and Site Plans.

Description of Agenda Item:

Attached is the Site Plan that was acted on by the Planning and Zoning Commission on September 1, 2026.

Per the Unified Development Code, the Town Council can direct staff to submit a written notice of appeal on behalf of the Town Council to the Development Services Department for any Preliminary Site Plans and Site Plans acted on by the Planning and Zoning Commission.

Budget Impact:

There is no budgetary impact affiliated with this item.

Attached Documents:

1. DEVAPP-26-0024 – Westside, Block A, Lot 3 (Approved 7-0)
2. PowerPoint Slides

Town Staff Recommendation:

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

Proposed Motion:

N/A

SSMH DATA
ALL SANITARY SEWER LINES ARE 8" PVC

SSMH #1
TR: 567.18'
FLS: 556.58'
FLW: 556.58'
(CAPPED CONNECTION GOING NW)

SSMH #2
TR: 565.43'
FLN: 555.38'
FLE: 555.33'
(CAPPED CONNECTIONS GOING NW & SE)

SSMH #3
TR: 564.02'
FLE: 554.52'
FLW: 554.58'
(CAPPED CONNECTION GOING SOUTH)

STMH DATA
ALL STORM DRAIN LINES ARE 18" RCP

STMH #1
TR: 565.75'
FLE: 561.51'

STMH #2
TR: 565.41'
FLE: 560.66'
FLNW: 560.61'

BENCHMARKS:

TOWN BENCHMARK
Bronze disk stamped "Town of Prosper Survey Monument" located on the Northwest corner of a curb inlet lying on the west side of Cottonrose Lane 180' south of the intersection of Cottonrose Lane and Perennial Way
Northing- 7133125.822, Easting- 2463392.790, Elevation- 554.23

BM #1
SET CUT "X"
Northing- 7130853.10, Easting- 2458485.62
EL: 570.94'

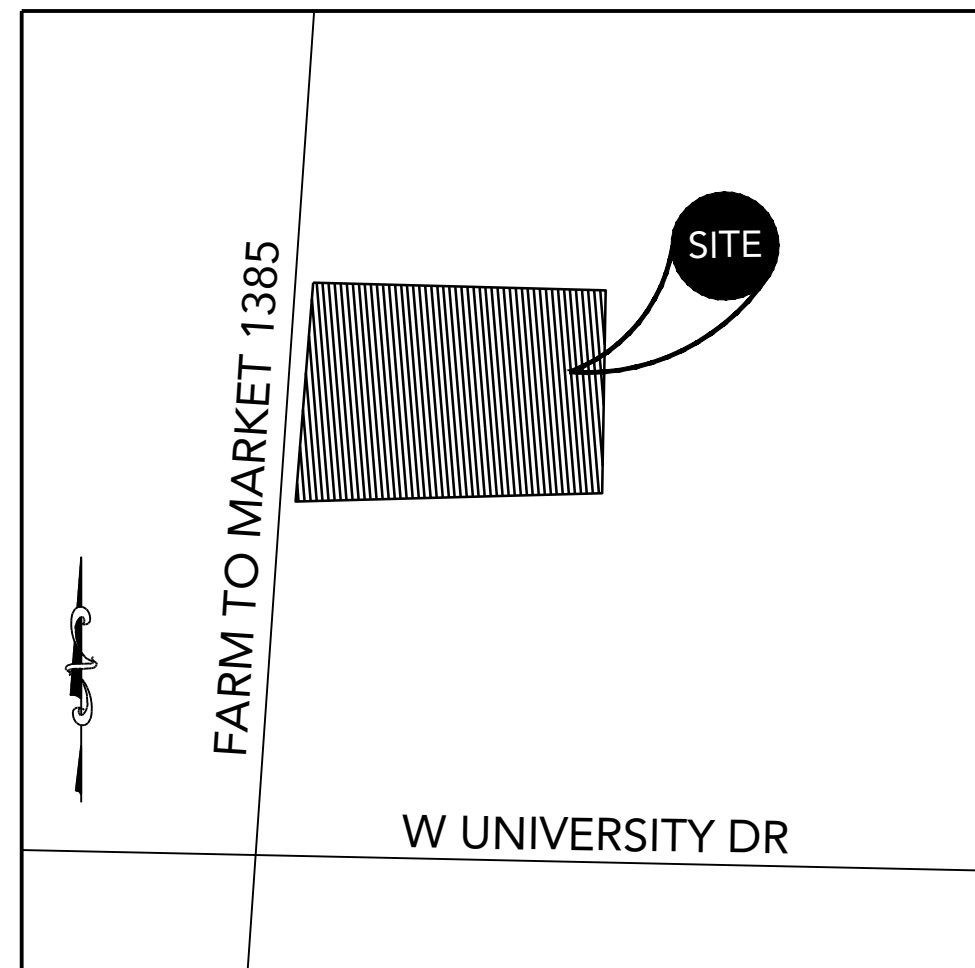
BM #2
SET CUT "X"
Northing- 7130853.13, Easting- 2458559.99
EL: 569.36'

Town of Prosper Site Plan Notes:

- All development standards shall follow Town Standards.
- Landscape shall conform to landscape plans approved by the Town of Prosper.
- All development standards shall follow Fire Requirements per the Town of Prosper.
- Handicapped parking areas and building accessibility shall conform to the Americans with Disabilities Act (ADA) and with the requirements of the current, adopted Building Code.
- All signage is subject to Building Official approval.
- Impact fees will be assessed in accordance with the land use classification(s) identified on the Site Data Summary Table; however, charges to the proposed land use at the time of CO and/or finish-out permit may result in additional impact fees and/or parking requirements.
- The approval of a Preliminary Site Plan shall be effective for a period of two (2) years from the date that the Preliminary Site Plan is approved by the Planning & Zoning Commission, at the end of which time the applicant must have submitted and received the approval of a Site Plan by the Planning & Zoning Commission. If a site plan is not approved within such two (2) year period, the Preliminary Site Plan approval is null and void. If Site Plan approval is only for a portion of the property, the approval of the Preliminary Site Plan for the remaining property shall be null and void.
- Open Space requirements shall follow the Zoning Ordinance, per tract. Open Space shall not include vehicular paving, required parking lot landscape islands, building footprint, utility yards, required landscape setbacks, sidewalks, and detention pond *

Site Plan Notes:

- All dimensions are shown to be measured to face of curb



LOCATION MAP
SCALE: N.T.S.

SITE DATA

Zoning: Mixed Use PD-94
Proposed Use: Restaurant w/ drive thru
Lot Area: 0.858 acres (37,390 s.f.)
Building Area: 2,274 s.f.
Building Height: 1 Story, 26'-4 1/2"
Lot Coverage: 6.0%
Floor Area Ratio: 0.060:1
Parking Required: 2,275 s.f. = 23 spaces
Total Parking Provided: 23 spaces
HC Parking Required: 2 spaces
HC Parking Provided: 2 spaces
Landscape Required: 315 s.f.
Landscape Provided: 450 s.f.
Impervious Surface: 28,453 s.f.
Open space required (7%): 2,617 s.f.
Open space Provided: Provided in Lots 14 and 19
Fire Lane & Turnaround
Impervious Surface: 11,117 s.f.

LEGEND

⊙	POWER POLE
⊙	TELE. MH
⊙	LIGHT POLE
⊙	PULL BOX
⊙	SANITARY SEWER MH
⊙	STORM SEWER MH
⊙	ROAD SIGN
⊙	BENCHMARK
⊙	FIRE HYDRANT
⊙	WATER VALVE
⊙	GUY ANCHOR

WATER METER SCHEDULE
1 EA. 2" DOMESTIC METER
METER BOX SIZE: DFW PLASTIC MODEL #DFW-1814PLCIRSD
1 EA. 1" IRRIGATION METER
METER BOX SIZE: DFW PLASTIC MODEL #DFW-2812PLCIR

ENGINEER
Carter Engineering Consultants, Inc.
1010 Commerce Drive
Bogart, Georgia 30622
Telephone: (770) 725-1200
Contact: Jeff Carter, P.E.

OWNER/DEVELOPER
DNJ Real Estate, LLC
681 7TH Street SW
Paris, Texas 75460
Telephone: (409) 350-5376
Contact: Jade Sigler



GRAPHIC SCALE
SCALE: 1" = 20'

SITE PLAN

ZAXBY'S RESTAURANT

HWY 380 LOT 3 BLOCK A - PROSPER, TX 75078

SHEET TITLE:

SITE PLAN

PROJECT NAME:

ZAXBYS

SHEET NUMBER:

C 3.1

PROJECT NUMBER:

24952ZAX

DATE:

05/28/2026

Agenda Item

A Site Plan for a Drive-Through Restaurant on Westside Addition, Block A, Lot 3, on 0.9± acre, located on the east side of FM 1385 and 290± feet north of University Drive. (DEVAPP-26-0024)



Proposal

Purpose:

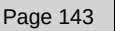
- Construct a 2,275 square foot drive-through restaurant and associated parking.

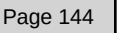
History:

- Planned Development-94 (PD-94) allows for three non-contiguous drive-through restaurants along University Drive and one along FM 1385 by right.

Open Space:

- Planned Development-94 (PD-94) requires consolidated open space within the entire development that satisfies the requirement on this lot.





Recommendation

- Town Staff recommends approval of the Site Plan.
- Planning and Zoning Commission approved the item 7-0 on September 1, 2026.



PLANNING

To: Mayor and Town Council

From: David Hoover, AICP, Director of Development Services

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

Re: Planned Development for The Marco

Town Council Meeting – September 22, 2026

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

Agenda Item:

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

Description of Agenda Item:

The Marco brings a bit of Italy to Prosper. In the core of the development there is a lagoon that serves as regional stormwater detention and flowing from it are navigable canals. Along the Dallas North Tollway and University Drive, high-rise and mid-rise buildings will house office, retail and hospitality uses. The design features a public square, performing arts venue, hotel, and ground floor retail at the core of the development and along the water. Residential components will include multifamily and condominium structures, lower-intensity neighborhood of villas, townhomes, flats, and an age-restricted enclave.

It is anticipated that the development will be able to provide one million square feet of office space, up to two hotels, a performing arts venue, a grocer and market hall, village retail and services, and a premium mixed residential population.

Residential Component

The number of dwelling units of each type shall not exceed the maximum established for that type. The total number of dwelling units on the Property shall not exceed 4,400 units.

- Mid-Rise Flats are limited to 2,500 units,
- High-Rise Residential (condominium or multifamily more than five stories) are limited to 400 units,

- Retirement / Age-Restricted Housing is limited to 500 units, and
- Villas, Townhomes, Cottages, Court Homes, and Live-Work Units are together limited to 1,000 units.

The maximums stated above for residential types other than Mid-Rise Flats may be adjusted among those types at Preliminary Site Plan, provided that Mid-Rise Flats do not exceed 2,500 units and the total number of dwelling units on the Property does not exceed 4,400 units.

Future Land Use Plan:

The Future Land Use Plan designates the property as the Dallas North Tollway District. The development complies with the following criteria that characterize this district.

- Most intense land uses within Prosper;
- Has a diverse mixture of office, retail, and residential;
- Mid-rise office (up to 12 stories) designed for a “campus feel”;
- Orientation towards open space;
- Significant landscaping linked by a pedestrian network;
- A common architectural theme for a consistent visual appearance;
- Mixed-use development with a mixture of office, retail and residential uses;
- Mixed-use lofts/apartments as the most appropriate residential;
- Structured parking in more intense areas, oriented to minimize visibility from the Tollway;

Dallas North Tollway District:

The Planned Development meets the intent and criteria of the Dallas North Tollway District Guidelines that were adopted earlier this year.

Zoning:

The property is zoned Planned Development-42 (Commercial Corridor) and Commercial.

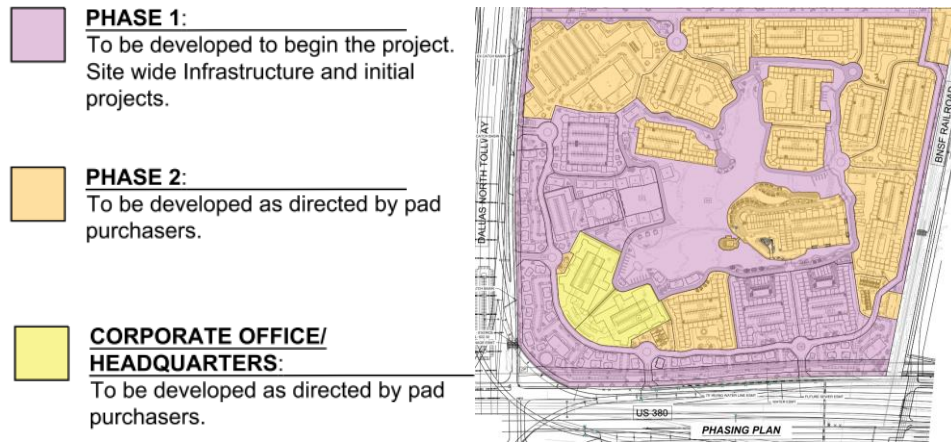
Compatibility:

The zoning and land use of the surrounding properties are shown below.

	Zoning	Current Land Use	Future Land Use Plan
Subject Property	Commercial and Planned Development-42 (Commercial Corridor)	Vacant	Dallas North Tollway District
North	Commercial and Planned Development-42 (Commercial Corridor)	Vacant	Dallas North Tollway District
East	Planned Development-67 (Mixed Use)	Mixed Use	Town Center
South	NA (Frisco)	Vacant	NA (Frisco)
West	Planned Development-41 (Mixed Use)	Vacant	Dallas North Tollway District

Phasing:

The Phasing Plan (Exhibit E) represents three phases. The area around the exterior of the property, lagoon, and site wide infrastructure will be developed first to begin the project. After this has been completed, the area designated as Phase 2 will be developed as directed by pad purchasers. Finally, the Corporate Office/Headquarters area is to be developed as directed by pad purchasers.



Uses / Planning Areas

There are five distinct Planning Areas within the development. They are as follows:

- Planning Area 1: Tollway/380 Frontage Hospitality and Employment (office, hotel, structured parking)
- Planning Area 2: Village Core Mixed-Use Core at the Lagoon (public square, performing arts venue, hotel, canals, passeggiata, ground floor retail, development's tallest buildings)
- Planning Area 3: Waterfront/Neighborhood High-Rise and Mid-Rise Residential addressing the lagoon (highest residential densities in the development)
- Planning Area 4: Mercato Lower-intensity residential (villas, townhomes, flats, live-work units, neighborhood retail)
- Planning Area 5: Open Space / Lagoon Lagoon and its Promenade, Canals, and Perimeter Trail (central open space and regional stormwater detention for the development)



Building Heights:

There are three guiding regulations for height within the development. The area at the intersection of University Drive and the Dallas North Tollway and two structures on the interior of the Lagoon will be a maximum 14 stories and 190 feet (Area A). The uses in this area include:

- Office condos
- Corporate Headquarters
- Performing Arts Center
- Multifamily

The second area encompasses the remainder of the property, and the height limits in this area are 8 stories and 160 feet (Area B).

Should adjacent property to the north (Perimeter) be zoned for single-family use, height will be limited to two stories and 40 feet within 75 feet of the property boundary. Building outside of the 75 foot buffer may increase one foot in height over 40 feet for every one foot of additional setback provided. (Example: A 50-foot tall building would have an 85-foot setback from residential property.)



Architecture:

The public will enter this development and feel as though they are in Italy. Conceptual elevations have been submitted (see Exhibit F) representing the architectural character, massing, and material palette of the development. Elevations are provided for every area within the development and include specific uses such as the hotel, office condominiums, and the performing arts venue.

Open Space and Landscaping

Open space features in the development include a passeggiata, lagoon and canals, piazzas, courtyards, and landscaped areas. Overall, the amount of open space is approximately 28.7 acres or 20 percent of the property.

Parking:

Structured parking will be a wrapped design with the parking structure interior to the building. In cases where there may be an exposed wall of the garage structure, it will be designed to be architecturally compatible with the rest of the building. The northwest corner of the property will be a retail corner, having surface parking that is surrounded by buildings so as to minimize visibility from the public right-of-way.

Fire Code Compliance:

Full compliance with the Town Fire Code is required and will be reviewed during the Preliminary Site Plan and Site Plan submissions. Fire equipment and access to the lake will need to be provided and may require dedicated fire related buildings at dock location and through the development.

Engineering Standard Compliance:

The conceptual layout generally depicts intent, but the final layout shall be determined at the time of Preliminary Site Plan and meet all Town requirements, including Engineering Design Standards and all applicable standards listed throughout the Unified Development Code. In addition, all other local, state, and federal regulations as it relates to the floodplain and waters of the U.S., or other, shall be adhered to.

Thoroughfare Plan:

This property has access to University Drive (US 380) and Dallas North Tollway.

Parks Master Plan:

The Parks Master Plan does not indicate a park is needed on the subject property.

Legal Obligations and Review:

Notification was provided as required by the Unified Development Code and state law. Staff has not received any responses to date.

Attached Documents:

1. Aerial Map
2. Zoning Map
3. Future Land Use Exhibit
4. Exhibit B – Letter of Intent
5. Exhibit C – Development Standards
6. Exhibit D – Conceptual Plan
7. Exhibit E – Phasing Plan
8. Exhibit F – Elevations
9. Exhibit G – Landscape Plan and Plant List
10. Exhibit H – Open Space Plan
11. Exhibit J – Building Heights
12. Exhibit K – Thoroughfare and Street Sections
13. Exhibit M – Planning Areas
14. PowerPoint Slides

Town Staff Recommendation:

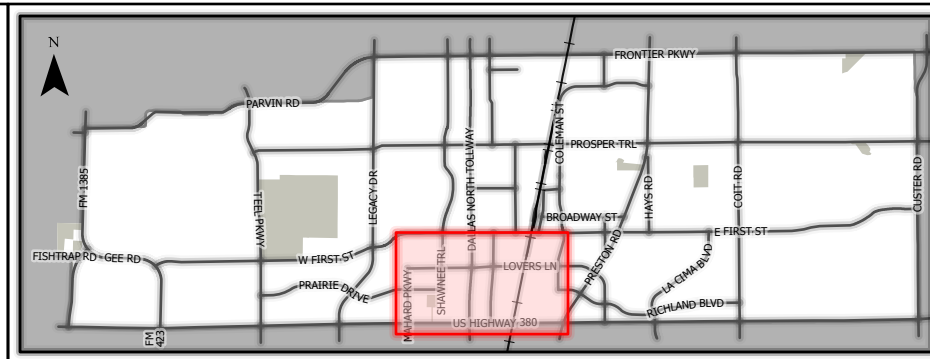
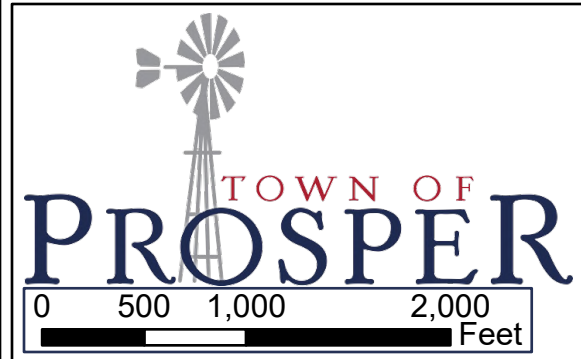
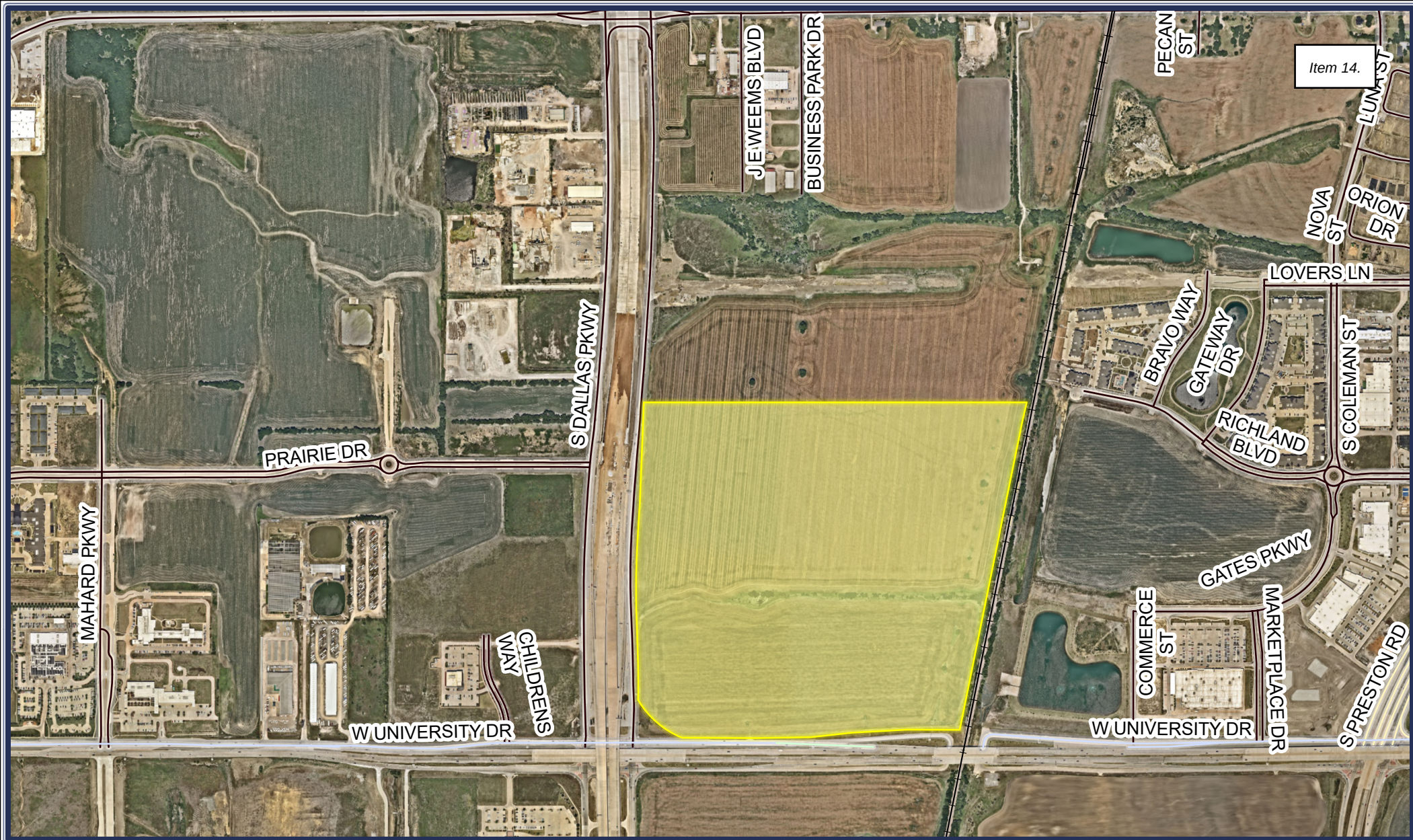
The rezoning request is compliant with the Future Land Use Plan and vision of the Dallas North Tollway District. It will be a desirable destination and prominent gateway into the community. This will be a unique development for the Town and region. For these reasons, Town Staff recommends approval of the proposed Planned Development.

Planning and Zoning Commission Recommendation:

On August 18, 2026, the Commission approved the item by a vote of 4-2.

Proposed Motion:

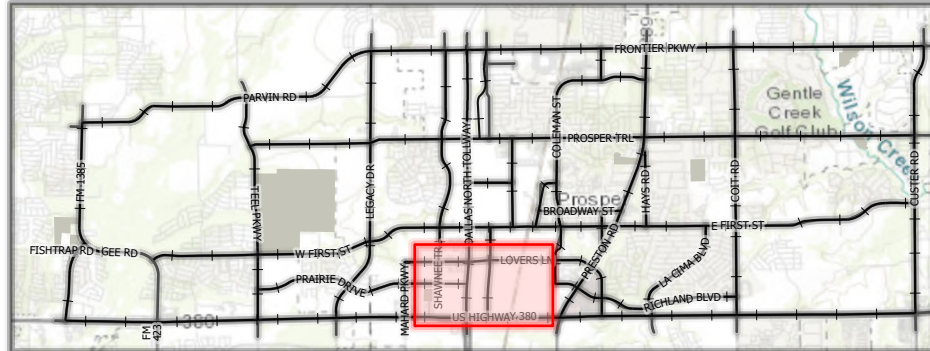
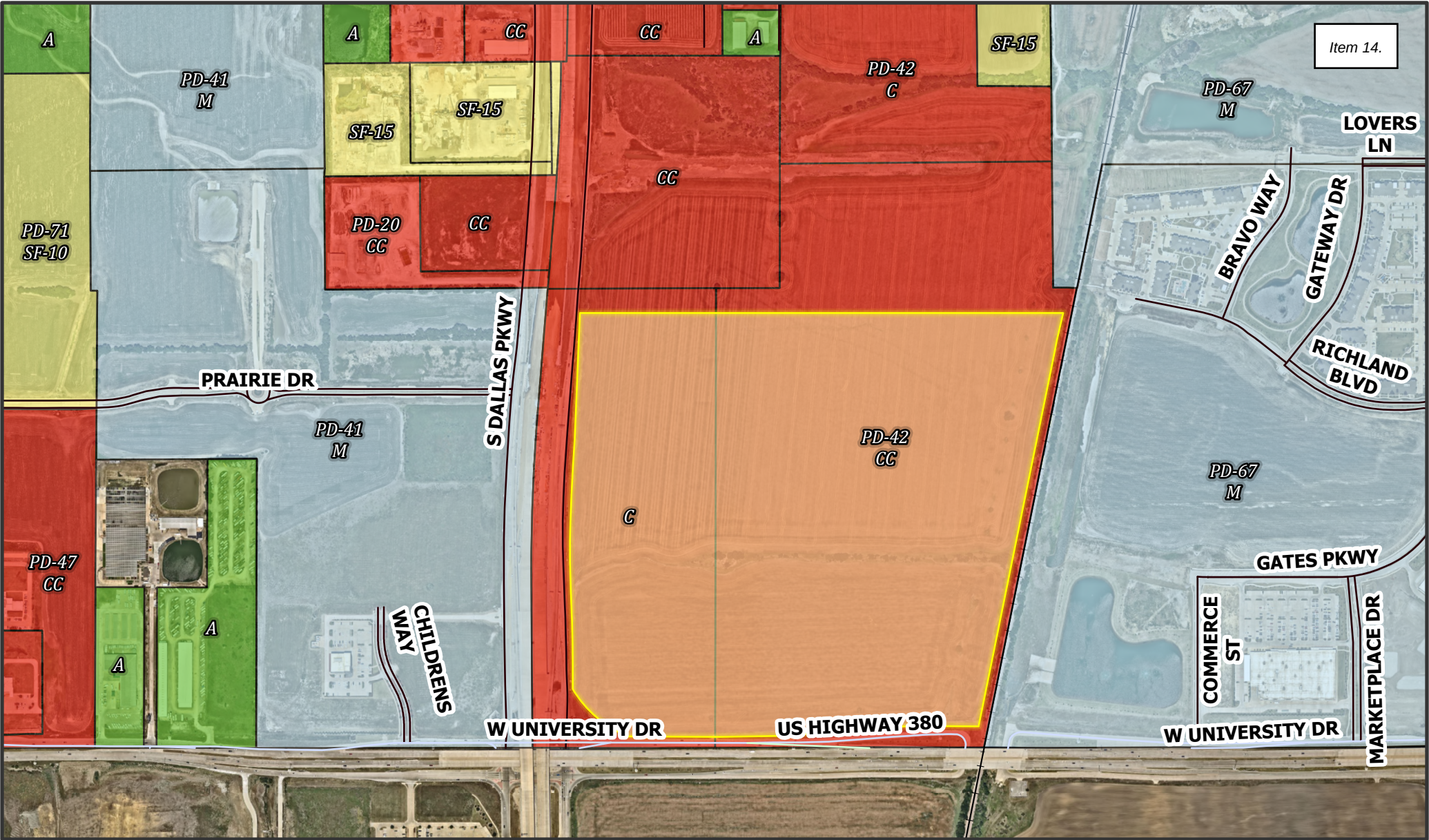
I move to approve/deny the request to amend a portion of Planned Development-42 (Tract 16) and rezone a portion of a Commercial Tract (Tract 17) to create a Mixed-Use Planned Development on the Collin County School Land Survey, Abstract No. 147 and J. Yarnell Survey, Abstract No. 1038, Tracts 16 and 17, on 143.0± acres, located on the northeast corner of Dallas Parkway and University Drive.



ZONE-26-0009

The Marco
Planned Development

This map for illustration purposes only

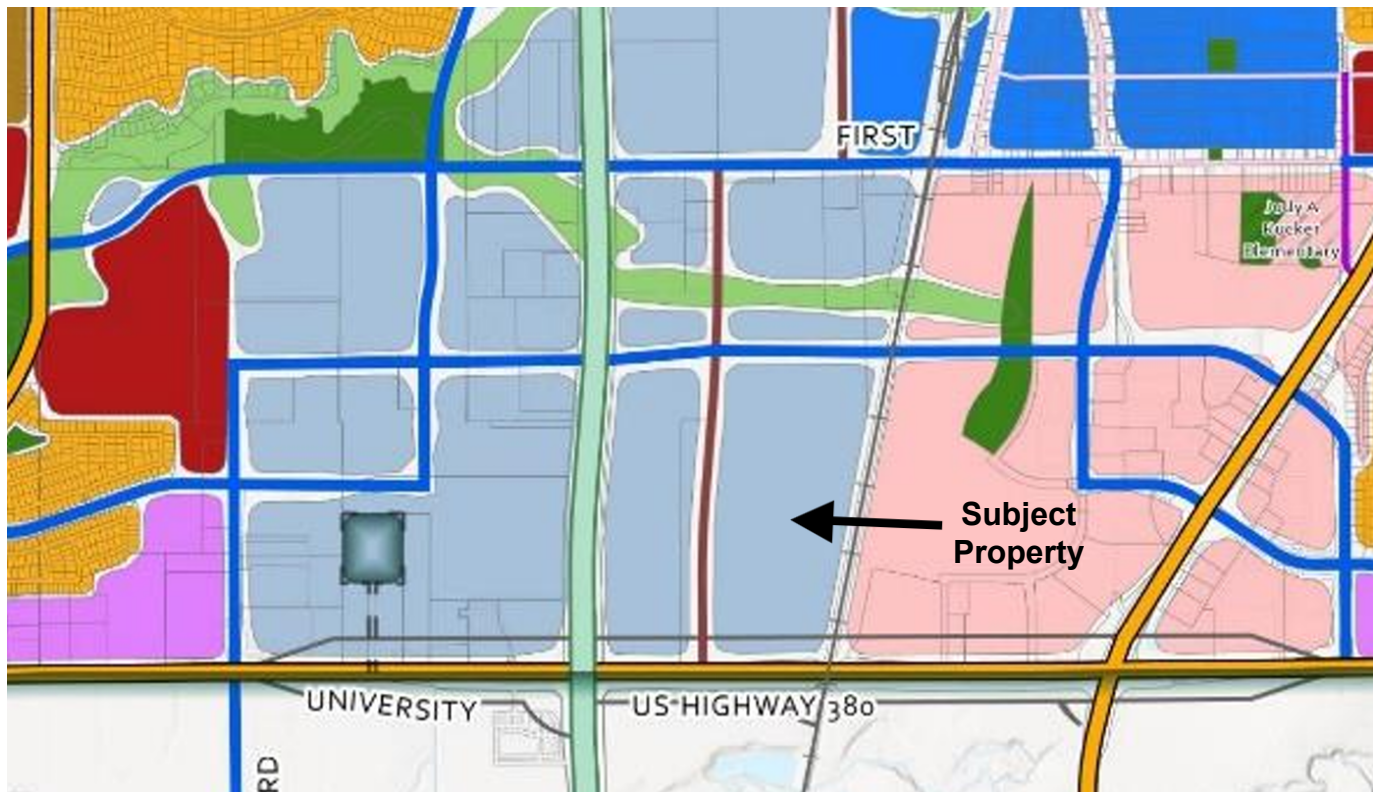


ZONE-26-0009

The Marco

Planned Development

Future Land Use Exhibit



17 July 2026

Town of Prosper

Development Services Department — Planning Division
250 W First Street
Prosper, TX 75078

Re: Letter of Intent - Planned Development Rezoning for The Marco, ±142.996 acres at the northeast corner of the Dallas North Tollway and U.S. Highway 380

To the Planning & Zoning Commission and the Town Council:

This letter accompanies an application to rezone approximately 142.996 acres at the northeast corner of the Dallas North Tollway and U.S. Highway 380 to a Planned Development District for a mixed-use development known as The Marco. The Property is presently zoned Commercial (C) and Commercial Corridor (CC) and is subject to Planned Development-42 (Ordinance No. 08-098). The request repeals PD-42 as to the Property and replaces it with the Statement of Intent and Development Standards submitted with this application. BlackStone Communities submits the application as applicant, with the authorization of the owner, Godwin Investments, Ltd.

The Property. The Marco comprises approximately 142.996 acres in the Collin County School Land Survey, Abstract No. 147, and the J. Yarnell Survey, Abstract No. 1038, Collin County, Texas. The Dallas North Tollway bounds it on the west, U.S. Highway 380 on the south, and the BNSF Railway on the east. It lies within the U.S. 380 Gateway — Sub-District 1 of the Dallas North Tollway District Development Standards — and within the Dallas North Tollway District of the Town's Comprehensive Plan. Both already call for this corner to develop at higher density and mixed use, organized around a central open-water feature and a connected public realm.

Why a Planned Development. The Town's own plan asks for a place the base zoning cannot deliver. The Commercial and Office districts cap building height at 40 feet; the Multifamily district caps density at ten units per acre. Those standards were written for a different kind of development — they cannot produce the mid- and high-rise, structured-parking, walkable village that the DNT District envisions for Sub-District 1. The Planned Development closes the gap. It establishes building height in bands measured from the Tollway and highway frontage, consistent with the DNT Standards' allowance of height within 500 feet of the Tollway, and steps that height down wherever the Property meets off-site single-family. Everything else holds: except where Exhibit C expressly modifies them, the UDC and the DNT Standards continue to govern, and all modifications are itemized in a single table.

The Development. The Marco organizes the site into five Planning Areas around a central lagoon that serves as both regional stormwater detention¹ and the development's principal public open space. Along the Tollway and 380 runs an employment, retail, and hospitality frontage. At the water sits a mixed-use village core — a public square, a performing arts venue, a hotel, canals, and ground-floor retail — carrying the tallest buildings on the site. Beyond it lie waterfront high- and mid-rise residential, a lower-intensity neighborhood of villas, townhomes, and flats, and an age-restricted enclave. The program contemplates over one million square feet of office space, up to two hotels, a performing arts venue, a grocer and market hall, village retail and services, and a premium mixed residential population. The mix is the point. It balances jobs against housing on the corridor, builds a durable commercial tax base, and gives Prosper a civic and cultural anchor at its Tollway gateway.

Special considerations. This is Prosper's front door on the Tollway. The site carries frontage on both the Dallas North Tollway and U.S. Highway 380, with the BNSF Railway defining its eastern edge — a gateway parcel by any measure, and the one the Comprehensive Plan singles out for exactly this treatment. The central lagoon is engineered to work twice, as regional detention¹ and as public realm, and the plan is built around it. The village form the plan calls for — walkable, water-oriented, marked by towers, campanili, and cupolas at defined locations — depends on the height and density standards the base districts memorialize. That dependence is why the Planned Development is the right instrument, and the necessary one.

Supporting documentation. Submitted with this letter are the draft Ordinance and the Statement of Intent and Development Standards (Exhibit B); the legal description (Exhibit A), drawn from certified ALTA/NSPS Land Title Survey No. 23-0043, dated June 3, 2026; and the supporting exhibits — Conceptual Development Plan, Planning-Area, Building Height, Open Space, Thoroughfare Sections, Conceptual Elevations, Sign Package, Phasing, and Plant List. The owner's authorization accompanies the application under the Owner Acknowledgement Form.

The Comprehensive Plan already imagines this corner as Prosper's gateway on the Tollway. The Planned Development is what turns that vision into a place that can be built. We look forward to working with your staff, the Commission, and the Council to see it through.

Respectfully,

Jeffory Blackard
Principal
BlackStone Communities

¹ Subject to engineering and verification

THE MARCO

Planned Development District — Development Standards

Northeast corner of the Dallas North Tollway and U.S. Highway 380, Prosper, Texas · ±142.996 acres ·
U.S. 380 Gateway (DNT Sub-District 1)

August 2026

This Planned Development comprises the development standards set forth in Exhibit C, together with the exhibits referenced herein, which are provided under separate cover. Except as expressly modified herein, development of the Property is governed by the Town's Unified Development Code (the "UDC") and the Dallas North Tollway District Development Standards (the "DNT Standards").

Exhibit C — Planned Development Standards

C-1. Statement of Intent and Purpose

The Marco is a master-planned, mixed-use development of approximately 142.996 acres at the northeast corner of the Dallas North Tollway and U.S. Highway 380. The Property lies within the U.S. 380 Gateway (Sub-District 1) of the DNT Standards and within the Dallas North Tollway District of the Comprehensive Plan, each of which provides for higher-density, mixed-use development organized around a central open-water feature and a connected public realm. This Planned Development establishes the standards under which the Property will develop as a walkable, mixed-use village integrating employment, hospitality, civic, retail, service, and residential uses around a central lagoon.

The Property. The Property comprises approximately 142.996 acres, presently zoned Commercial (C) and Commercial Corridor (CC) with PD-42, bounded by the Dallas North Tollway to the west, U.S. Highway 380 to the south, and the BNSF Railway to the east.

Development concept. The Property is organized into the Planning Areas described in C-3, comprising a tollway-frontage employment and hospitality district; a mixed-use village core on a central lagoon, with a public square, a performing arts venue, a hotel, canals, and ground-floor retail; waterfront high- and mid-rise residential; a lower-intensity residential neighborhood of villas, townhomes, and flats; an age-restricted residential area; and a central lagoon serving as regional detention and public open space. The development contemplates a significant residential population, approximately 1.1 million square feet of office, hotel(s), a performing arts venue, a grocer and market hall, and village retail and service uses.

Conformance. Except as expressly modified in this Exhibit and the exhibits incorporated herein, the Property shall develop in accordance with the UDC and the DNT Standards (UDC §2.05.B.4).

C-2. Definitions

Except as defined in this Section, terms have the meanings given in UDC Article 4 and Article 2.07. The following terms apply within this Planned Development:

Active Use. A ground-floor use that generates pedestrian activity, including retail, restaurant, personal service, gallery, market, lobby, and amenity uses; the term excludes parking, back-of-house, and unoccupied frontage.

Build-to Line. A line at or near the front setback at which a stated minimum percentage of the building façade shall be located.

Event and Assembly Amenity (chapel and pavilion). A building or open-air structure used for weddings, private events, gatherings, and assembly, including religious ceremonies and services, operated as an amenity of the development.

Frontage. The plane of a lot or building facing a street or the Public Realm, to which placement, entrance, and transparency standards apply.

High-Rise Residential. A Multifamily Dwelling, as defined by the UDC, in a building exceeding five stories; regulated by building form and height.

Lagoon. The central surface-water feature, including its canals and Passeggiata, serving as both regional stormwater detention and public open space.

Liner Building. An occupied building placed to wrap a Structured Parking facility and screen it from the Public Realm.

Live-Work Unit. A dwelling unit containing an integral, street-facing ground-floor commercial or studio space occupied by a resident of the unit, as further governed by C-4.4.

Market Hall. An enclosed or semi-enclosed grocer or public market containing multiple vendor stalls.

Mid-Rise Flat. A Multifamily Dwelling, as defined by the UDC, in a building of five stories or fewer, developed to the standards established in C-5.3.

Passeggiata. The continuous public promenade located at the edge of the Lagoon.

Planning Area. A geographic sub-area of this Planned Development governed by the standards assigned to it, as shown on the Conceptual Development Plan.

Public Realm. Streets, sidewalks, plazas, the Lagoon edge, trails, and other publicly accessible open space.

Retirement / Age-Restricted Housing. Retirement Housing, as defined by the UDC, or other residential development restricted to occupancy by age-qualified households in accordance with applicable state and federal fair-housing law.

Structured Parking. Parking located within a building or parking structure.

Townhome. An attached single-family dwelling in a building of three to six units, developed at the scale and dimensional standards established in C-5.3.

Villa. A detached or attached single-family dwelling developed at the scale and dimensional standards established in C-5.3; the term includes the Cottage and Court Home building types identified in C-5.3, each of which is permitted wherever a Villa is permitted and counted against

the combined maximum for Villas, Townhomes, Cottages, Court Homes, and Live-Work Units established in C-5.2.

C-3. Planning-Area Structure

The Property is divided into the Planning Areas identified below. Each Planning Area develops in accordance with its assigned base district under the UDC, except as modified in this Exhibit. Acreages are approximate; percentages are of gross site area and are rounded. A Planning Area need not be contiguous and may consist of more than one area. The boundary of a Planning Area is established at Preliminary Site Plan and may be adjusted at Preliminary Site Plan or at site plan by not more than 20% of the acreage shown, provided that the maximums established by C-5 and the common open space required by C-7.3 continue to be satisfied for the Property as a whole. An adjustment within that limit is not a variation from the Conceptual Development Plan for purposes of C-9.3.

PA	Name	Base	Acres (±)	Primary program	%
PA-1	Tollway / 380 Frontage	C	24.5	Office, corporate campus, Structured Parking	17%
PA-2	Village Core	C	11.2	Mixed-use; Lagoon, square, performing arts venue, hotel, retail	8%
PA-3	Waterfront / Neighborhood	MF	59.5	High- and mid-rise residential at the Lagoon	41%
PA-4	Mercato	MF	12.3	Retail-forward market square with surrounding residential	9%
PA-5	Open Space / Lagoon	C	24.4	Lagoon, Passeggiata, trails, regional detention	17%
—	Rights-of-way and other land not assigned to a Planning Area	—	11.1	Thoroughfares, dedications, and incidental areas	8%
	Total		143.0		100%

PA-1 — Tollway / 380 Frontage. The employment and hospitality frontage along the Dallas North Tollway and U.S. 380, accommodating office, a hotel, and Structured Parking, with the landscaped tollway edge required by the DNT Standards. Multifamily is set back from the Tollway frontage under C-5.2, reserving the frontage for office and hospitality.

PA-2 — Village Core. The mixed-use core at the Lagoon, containing the public square, the performing arts venue, a hotel, canals, and the Passeggiata, with ground-floor retail and the development's tallest building and tower elements.

PA-3 — Waterfront / Neighborhood. High- and mid-rise residential addressing the Lagoon, at the highest residential densities in the development.

PA-4 — Mercato. Retail-forward market square with surrounding residential.

PA-5 — Open Space / Lagoon. The Lagoon and its Passeggiata, canals, and perimeter trail, serving as the development's central open space and as regional stormwater detention.

C-4. Permitted Uses

C-4.1 Use schedule

Uses are permitted within each Planning Area as set forth in the schedule below, in which **P** indicates a permitted use and **—** indicates a use that is not permitted. An asterisk (*) indicates a use that is permitted subject to the Multifamily setback from the Dallas North Tollway established in C-5.2. Within each Planning Area, the uses permitted by its assigned base district under the UDC Schedule of Uses (Art. 2.07.C) apply, except as modified by this schedule. Uses defined in C-2 that do not appear in the UDC Schedule of Uses are added as shown.

Use	PA-1	PA-2	PA-3	PA-4	PA-5
Multifamily Dwelling / Mid-Rise Flat	P*	P	P	P	—
High-Rise Residential	P*	P	P	P	—
Villa	P	P	P	P	P
Townhome	P	P	P	P	P
Live-Work Unit	P*	P	P	P	P
Retirement / Age-Restricted Housing	—	P	P	P	—
Retail Stores and Shops	P	P	P	P	P
Restaurant (without drive-through)	P	P	P	P	P
Personal Service Establishment	P	P	P	P	P
Artisan's Workshop / Gallery	P	P	P	P	P
Market Hall / Farmer's Market	P	P	P	P	P
Health / Fitness Center	P	P	P	P	P
Child Care Center, Licensed	P	P	P	P	—
Office / Medical Office	P	P	P	P	P
Hotel	P	P	P	P	P
Performing Arts Venue / Theater	P	P	P	—	P
Commercial Amusement (Indoor)	P	P	—	P	—
Self-Storage ¹	P	P	P	P	P
Water Taxi / Canal Operations	—	P	P	—	P
Structured Parking	P	P	P	P	—
Gas or fuel sales	—	—	—	P	—
Event and Assembly Amenity (chapel and pavilion)	P	P	P	P	P

¹ Self-storage is permitted only in the integrated, lined form required by C-4.3; standalone self-storage and mini-warehouse are prohibited under C-4.5.

Use	PA-1	PA-2	PA-3	PA-4	PA-5
Lagoon / Open Water	—	P	P	—	P

C-4.2 Ground-floor activation

Along the streets and the public square identified on the Conceptual Development Plan within PA-2, the ground floor of each building shall be devoted to Active Uses.

C-4.3 Self-storage

Self-storage shall be developed only in integrated form: within a climate-controlled, multi-story building wrapped or lined by Active Uses, with no overhead or roll-up service doors visible from the Public Realm. Accessory storage serving the residents or tenants of a multifamily or retail building is permitted in any Planning Area. A curated specialty use for high-value vehicles or vessels — a motorcar garage or garage-condominium, a boat sales or service establishment, or a motor-vehicle dealership operated wholly indoors without an outdoor inventory or display lot (for example, an urban automotive showroom) — is not a standalone self-storage, mini-warehouse, storage-yard, or outdoor-storage use prohibited by C-4.5, and is permitted in a storefront retail format. All storage, service, sales, and display shall occur within an enclosed building; no vehicle or vessel shall be stored or displayed outdoors; no overhead or roll-up service door shall be visible from the Public Realm; and the ground-floor street frontage shall be devoted to Active Uses.

C-4.4 Live-work units

A Live-Work Unit shall consist of a dwelling unit with a ground-floor commercial or studio space having display frontage and a separate commercial entrance, occupied by a resident of the unit. The commercial component shall not exceed 50% of the floor area of the unit.

C-4.5 Prohibited uses

The following uses are prohibited in all Planning Areas: automobile sales or leasing (except in a storefront retail format); storage yard; standalone self-storage or mini-warehouse; pawn shop; drive-in theater; manufactured home; outdoor storage as a principal use; credit access business, as defined in Texas Finance Code §393.601, as amended, including payday lending, motor-vehicle title lending, and credit services organizations as defined in Texas Finance Code §393.001, as amended; body art facility; smoke shop or vape shop; a business that sells drug paraphernalia; a business that offers a gambling device as defined by Texas Penal Code §47.01, other than an amusement machine excluded from that definition by §47.01(4)(B); sex shop, or a business the primary purpose of which is the sale of lewd merchandise; and a business the principal operations of which use outdoor storage or outdoor display. The last clause does not prohibit outdoor dining, sidewalk display accessory to a storefront retail use, seasonal or temporary outdoor sales, a Market Hall or farmer's market, or the indoor display permitted by C-4.3.

C-5. Dimensional Standards

The base districts assigned to the Planning Areas do not accommodate the building intensity and form provided for Sub-District 1 by the DNT Standards. The Commercial and Office districts limit building height to 40 feet, and the Multifamily district limits density to 10 dwelling units per

acre; these limits are inconsistent with the mid- and high-rise, structured-parking building types and the densities contemplated by this Planned Development and by the DNT Standards (DNT §2.1, §4.4). Building height is therefore established by the height areas in C-5.1, as designated on the Building Height Exhibit, consistent with the DNT Standards' allowance of building height within 500 feet of the Tollway (DNT §3.3) and its protection of off-site single-family development (DNT §3.3.5–3.3.6). Except where these standards expressly provide otherwise, setbacks, buffers, and other figures are those established by the DNT Standards and the UDC.

C-5.1 Building height

Area	Location	Maximum height	Source
A	Within 1,350 ft of the DNT / US 380, together with the additional areas designated Area A on the Building Height Exhibit	14 stories / 190 ft	DNT §3.3; Sub-District 1 destination intent (§2.1)
B	The balance of the Property, as designated Area B on the Building Height Exhibit	8 stories / 160 ft	DNT §3.3 (height within 500 ft of the Tollway)
Perimeter	Within 75 ft of off-site single-family-zoned property	2 stories / 40 ft; thereafter 1 ft of additional setback per 1 ft of height above 40 ft	DNT §3.3.5–3.3.6

The Perimeter standard applies only where the Property abuts off-site single-family-zoned property. Architectural features with or without habitable floor area, including towers, campanili, and cupolas, may exceed the applicable area maximum by up to 40 feet at the locations shown on the Conceptual Development Plan.

C-5.2 Density, coverage, and floor area

PA	Build-to	Coverage / FAR
PA-1	$\geq 70\%$ of façade at the Building Line (DNT §3.2.3)	$\leq 80\%$ / $\leq 3.0:1$
PA-2	$\geq 70\%$ within 5 ft	$\leq 90\%$ / $\leq 4.0:1$
PA-3	$\geq 60\%$	$\leq 75\%$ / $\leq 3.0:1$
PA-4	$\geq 50\%$	$\leq 65\%$ / $\leq 3.0:1$
PA-5	—	impervious $\leq 15\%$

Unit-mix limits: within Multifamily Dwelling, Mid-Rise Flat, and High-Rise Residential, studio and one-bedroom dwellings shall not exceed 70% and three-bedroom dwellings shall not exceed 10% of those dwellings.

Multifamily setback from the Dallas North Tollway. Multifamily Dwelling, Mid-Rise Flat, High-Rise Residential, and Live-Work Unit shall be set back not less than 250 feet from the Dallas North Tollway right-of-way. The area between the right-of-way and that line is reserved for office, hospitality, civic, and structured-parking uses and the required tollway landscape edge.

Maximum dwelling units by type. The number of dwelling units of each type shall not exceed the maximum established for that type.

Mid-Rise Flats are limited to 2,500 units and High-Rise Residential (condominium or multifamily, more than five stories) to 400 units. Retirement / Age-Restricted Housing is limited to 500 units. Villas, Townhomes, Cottages, Court Homes, and Live-Work Units are together limited to 1,000 units. The total number of dwelling units on the Property shall not exceed 4,400 units.

The maximums stated above for residential types other than Mid-Rise Flats may be adjusted among those types at Preliminary Site Plan, provided that Mid-Rise Flats do not exceed 2,500 units and the total number of dwelling units on the Property does not exceed 4,400 units.

Mid-Rise Flat phasing. Building permits shall not be issued for more than 1,000 Mid-Rise Flat dwelling units until building permits have been issued for not less than 40,000 square feet of gross floor area in non-residential use on the Property; and certificates of occupancy shall not be issued for more than 1,000 Mid-Rise Flat dwelling units until certificates of occupancy have been issued for not less than 40,000 square feet of gross floor area.

A maximum of two hotels is permitted.

C-5.3 Residential building-type standards

The Min. lot and Min. width standards apply only to a residential building type created on a platted, fee-simple lot. Where a building type is created other than on a platted, fee-simple lot, those two standards do not apply; the Max. height and Min. unit standards continue to apply regardless of ownership form. A Note describing lot configuration (such as a private yard or shared courtyard) applies only on a fee-simple lot; a Note describing building composition (such as units per building) applies in either form. A Villa, Townhome, Cottage, or Court Home may be developed on a single platted lot or tract, with individual units established by condominium plat or by site plan, without further subdivision into individual lots. Building separation, fire access, drives, and parking are established at site plan.

Type	Min. lot	Min. width	Max. height	Min. unit	Notes
Villa, detached	2,500 SF	35 ft	3 stories	1,200 SF	Private yard $\geq$ 200 SF
Villa, attached	1,800 SF	24 ft	3 stories	1,000 SF	
Townhome	1,400 SF	20 ft	3 stories	900 SF	3-6 units per building
Cottage	800 SF	15 ft	2 stories	400 SF	
Court Home	1,800 SF	24 ft	3 stories	1,000 SF	Not more than 2 units per building; shared court
Mid-Rise Flat	—	—	5 stories	500 SF	
High-Rise Residential	—	—	Per C-5.1	500 SF	

C-6. Modifications to the UDC and DNT Standards

The following table identifies each modification of the UDC and the DNT Standards effected by this Planned Development. Except as set forth below and elsewhere in this Exhibit, the UDC and the DNT Standards apply without modification (UDC §2.05.B.4).

Subject	UDC / DNT standard	Standard as modified	Source
Building height (Commercial / Office)	40 ft (UDC §2.04)	Per the height areas in C-5.1	DNT §3.3; §2.1
Residential density	10 du/ac (UDC §2.04)	Per the dwelling-unit maximums by building type in C-5.2	DNT §4.4
Coverage and floor area	Commercial 0.5 FAR / 50% coverage	Per C-5.2	DNT (Sub-District 1)
Multifamily and Retirement Housing	Multifamily by PD; Retirement Housing by SUP	Permitted by right, C-4.1	UDC §2.05
Added uses	Not listed in the UDC Schedule of Uses	Live-Work Unit, Market Hall, Water Taxi / Canal Operations, Lagoon / Open Water, and Event and Assembly Amenity added, C-4	UDC §2.07
Off-street parking	UDC §2.07.C parking schedule and Article 2.10 minimums	Per C-7.1	DNT §7
Lagoon street	UDC thoroughfare standards	Pedestrian / emergency-access promenade, C-7.8	DNT §11
Building materials	UDC Chapter 3 / DNT §9	Building form, massing, and frontage per C-8; building product and material standards per the Conceptual Elevations exhibit and the Development Agreement	—
Sight-visibility triangles	Required at intersections and access points	Eliminated at intersections of the firelane with the Passeggiata; otherwise required per the UDC	PD
Signage — digital display and large-format identity	DNT authorizes external illumination and is silent on internally-lit digital display (DNT §13.1); Town Sign Ordinance limits changeable-copy and roof signage	Performing arts marquee and electronic changeable-copy event signage with digital display permitted in the entertainment core; building-top identity permitted for tall office / hotel buildings — all per Exhibit M and §C-7.11	DNT §§13–14; Exhibit M
Signage — storefront uniformity	Multi-tenant developments shall have signage uniform in style, type, material, and lighting (DNT §13.1)	Uniformity applies to multi-tenant monument, directory, and wayfinding signage; individual storefront, blade, and window signs may vary within the materials and illumination standards of Exhibit M (L-2, L-4)	DNT §13.1; Exhibit M

C-7. Development Standards Applicable to All Planning Areas

The standards in this Section apply throughout the Property, except where a Planning Area provides otherwise, and modify the UDC only as stated.

C-7.1 Off-Street Parking

(a) Required off-street parking shall be provided in accordance with the following minimum ratios, which modify UDC Article 2.10:

Multifamily Dwelling, Mid-Rise Flat, and High-Rise Residential, 1 space per bedroom, with a studio or efficiency dwelling counted as one bedroom;

Retail Stores and Shops, 1 space per 300 square feet;

Restaurant, 1 space per 150 square feet, with the area devoted to outdoor dining reduced by 50% for purposes of the calculation;

Office, 1 space per 400 square feet;

Medical Office, 1 space per 350 square feet;

Hotel, 1 space per guest room plus 1 space per 200 square feet of associated commercial area;

Performing Arts Venue or Theater, 1 space per 4 seats;

Health / Fitness Center, 1 space per 200 square feet of workout area.

A dwelling unit counted against the Retirement / Age-Restricted Housing maximum established in C-5.2 is subject to the parking requirement for Retirement / Age-Restricted Housing established in the UDC, without regard to the building type in which it is located.

(b)Where two or more uses with non-coincident demand share a parking facility, the aggregate parking requirement may be reduced by up to 30% upon submission of a shared-parking analysis.

(c)Not less than 80% of the parking provided for Multifamily Dwelling, Mid-Rise Flat, High-Rise Residential, and Retirement / Age-Restricted Housing shall be Structured Parking. Structured Parking shall be lined by Active Uses or architecturally finished where it abuts a street or the Public Realm, and ground-level openings shall not exceed 55% of the façade.

(d)Intentionally Deleted

(e)Bicycle parking shall be provided at a minimum of 0.5 space per dwelling unit, together with short-term bicycle parking serving retail uses.

(f)Parking for the Event and Assembly Amenity is satisfied through the development's shared parking supply, and no separate on-site parking is required within PA-5; the amenity's occupant capacity shall not exceed 3,500.

C-7.2 Landscaping

(a)A landscaped edge not less than 30 feet in width shall be provided along the Dallas North Tollway and U.S. Highway 380, containing one large tree of not less than four-inch caliper per 25 linear feet and 22 shrubs per 30 linear feet, together with earthen berms averaging 3.5 feet in height (DNT §10; UDC §2.08).

(b)Intentionally Deleted

(c)Interior parking areas shall be landscaped at not less than 20 square feet per space, with one large tree per 10 spaces and landscape islands of not less than 160 square feet.

(d)Large canopy trees shall be planted along internal streets at intervals not exceeding 40 feet on center, in tree grates where on-street parking is provided.

(e)All landscaped areas shall be served by an automatic irrigation system with rain-and-freeze sensors and shall consist predominantly of native and drought-tolerant species in accordance with the approved plant list.

C-7.3 Open Space and Amenities

- (a) Not less than 18% of the net area of the Property, exclusive of land dedicated for public rights-of-way, shall be provided as common open space. Common open space includes the Lagoon and its canals, the Passeggiata, the public square, pocket parks and greens, plazas and courtyards, trails, and the landscaped edges and buffers required by C-7.2, whether provided at grade or on structure and whether publicly accessible or private, consistent with the definition of open space in the UDC. The requirement is satisfied for the Property as a whole at full build-out, as demonstrated on the Open Space Plan; it is not applied separately to a Planning Area, phase, plat, or site plan. The location, size, and configuration of common open space are established at Preliminary Site Plan.
- (b) The public square, the market square, and pocket parks shall be bordered by Active Uses or building frontages along not less than 50% of their perimeter, shall be visible from an adjoining street or the Passeggiata, and shall be furnished with seating and shade. This standard does not apply to the Lagoon and its canals, the landscaped edges and buffers required by C-7.2, trails, or common open space provided on structure.

C-7.4 Lighting

- (a) Site lighting shall be full-cutoff and downward-directed, with mounting heights not exceeding 30 feet.
- (b) Illumination at any property line abutting off-site single-family-zoned property shall not exceed 0.5 foot-candles, as demonstrated by a photometric plan submitted with the site plan.
- (c) Pedestrian areas shall be lighted with pedestrian-scaled fixtures, and bollard fixtures not exceeding 48 inches in height shall be used within landscape buffers.

C-7.5 Screening

- (a) Loading, service, and refuse areas shall be located to the side or rear of buildings and screened from streets, the Public Realm, and the Lagoon.
- (b) Roof-mounted and ground-mounted mechanical equipment shall be screened from view with durable materials consistent with the principal building.
- (c) Screening walls shall be of masonry consistent with the principal building.

C-7.6 Fencing

- (a) Permitted fencing materials are ornamental metal, tubular steel, and masonry.
- (b) Fencing located forward of a building façade shall not exceed 48 inches in height.

C-7.7 Connectivity

- (a) Sidewalks not less than 10 feet in width shall be provided along the Dallas North Tollway and U.S. 380, and not less than 6 feet in width along other streets; walkways shall connect building entrances to the street and trail network (DNT §11).
- (b) A multi-use trail not less than 10 feet in width shall be provided along the Dallas North Tollway, connecting to the Town trail network.

(c) Cross-access shall be provided between adjoining parcels.

C-7.8 Street Types and the Pedestrian Core

(a) Street types are established by the thoroughfare exhibit.

(b) The street encircling the Lagoon shall be a pedestrian promenade restricted to emergency-vehicle access, controlled by removable bollards or gates and designed to satisfy International Fire Code Appendix D; general vehicular traffic is not permitted. Where the Fire Code as applied at Preliminary Site Plan or site plan requires a cross-section, width, turning radius, or access configuration different from that described in this subsection, the required configuration controls, and the modification is not a variation from the Conceptual Development Plan for purposes of C-9.3, provided the promenade remains closed to general vehicular traffic.

(c) Shared streets and on-street-parking streets are permitted as shown on the thoroughfare exhibit.

C-7.9 Stormwater, Drainage, and Utilities

(a) The Lagoon shall function as regional stormwater detention and as the central open space of the development.

(b) All utilities shall be placed underground, and drainage and detention shall conform to Town engineering standards.

(c) The size, shape, configuration, and location of the Lagoon and its canals are established at Preliminary Site Plan and may be modified at final engineering as required to satisfy the Town's drainage, detention, geotechnical, and water-quality requirements, provided the Lagoon continues to function as regional stormwater detention and as the central open space of the development.

C-7.10 Compatibility with Off-Site Single-Family Development

(a) Where the Property abuts off-site single-family-zoned property, building height shall step down in accordance with the Perimeter standard in C-5.1.

C-7.11 Signage

(a) Signage within the Property shall be governed by a Comprehensive Sign Package approved by the Planning & Zoning Commission and the Town Council and incorporated as an exhibit (DNT §13).

(b) Permitted sign types are those identified in the Comprehensive Sign Package (Exhibit M). Off-premise advertising signs, billboards, pole and pylon signs, and exposed cabinet signs with internally-lit translucent faces are not permitted. Digital and electronic display is permitted only for the performing arts marquee and event signage expressly authorized in Exhibit M.

(c) Multi-tenant signage shall be uniform in style, materials, and method of illumination.

(d) A performing arts marquee and electronic changeable-copy event signage are permitted in the entertainment core as provided in Exhibit M, notwithstanding any general limitation on illuminated or changeable-copy signs in the Town Sign Ordinance.

- (e) Building-identity and building-top identity signage are permitted for office and hotel buildings as provided in Exhibit M.

C-8. Building Design Standards

The standards in this Section govern building form, massing, and frontage. Building product and material standards are addressed in the Conceptual Elevations exhibit and the Development Agreement.

C-8.1 Massing

Building masses shall vary in height and roofline so that larger buildings read as a composition of distinct smaller elements.

C-8.2 Articulation

No building wall shall extend a horizontal distance greater than four times its height without an offset of not less than 25% of its height. Primary façades shall be articulated at intervals not exceeding 40 feet, and no blank wall shall exceed 20 feet in length on a primary frontage.

C-8.3 Transparency

Ground-floor retail frontages shall provide not less than 50% transparency, and other ground-floor nonresidential frontages not less than 30%. Clear glazing is required; reflective, gold, and heavily tinted glazing are not permitted. Awnings, arcades, or display windows shall be provided along not less than 60% of ground-floor frontage facing the Dallas North Tollway and primary streets (DNT §9).

C-8.4 Ground floor

Each ground-floor tenant space shall have a functioning primary entrance from the adjoining sidewalk; a corner entrance satisfies this requirement for both frontages.

C-8.5 All elevations

All building elevations shall be finished to an equivalent standard, and rooftop equipment shall be screened in accordance with C-7.5.

C-9. Administration

C-9.1 Conformance

Except as expressly modified in this Exhibit, development of the Property shall comply with the UDC and the Town Subdivision Ordinance.

C-9.2 Conceptual Development Plan

The Conceptual Development Plan establishes the general arrangement of uses, open space, and circulation. Lot lines, street alignments, building locations, Planning-Area boundaries, and the configuration of the Lagoon and its canals are established at Preliminary Site Plan, approved by the Planning & Zoning Commission. The Building Height Exhibit controls the boundaries of the height areas established in C-5.1 without regard to Planning-Area boundaries.

C-9.3 Minor amendments

The Director of Development Services may approve a site plan or plat that varies from the Conceptual Development Plan without a public hearing, provided the variation does not: (1) alter the relationship of the development to adjacent property; (2) alter permitted uses; (3) increase density; (4) increase building height; (5) increase lot coverage; (6) reduce the off-street parking ratio; (7) reduce perimeter building setbacks; or (8) reduce common open space below the minimum required by C-7.3. A variation meeting any of these criteria requires an amendment of this Planned Development by the Commission and the Town Council.

C-9.4 Project tracking

The owner shall maintain a project tracking plan recording dwelling units by building type and common open space by Planning Area, updated with each plat and site plan. The project tracking plan is informational and creates no vested rights.

C-9.5 Phasing

Development shall proceed in accordance with the Development and Phasing Schedule exhibit. The Lagoon and primary public infrastructure shall be constructed in the phases shown on that exhibit. The detention capacity serving an area shall be constructed and functional before that area is placed in service, and the initial phase shall include the portion of the Lagoon and of the primary public infrastructure serving the area developed in that phase. The number, sequence, and boundaries of phases are established at Preliminary Site Plan and may be adjusted at Preliminary Site Plan or at site plan; an adjustment is not a variation from the Conceptual Development Plan for purposes of C-9.3.

C-9.6 Alternative compliance

The Director of Development Services may approve an alternative to a development standard of this Exhibit upon finding that the alternative satisfies the purpose of the standard to an equal or greater degree. A request for alternative compliance shall be made at a pre-submittal conference. An approval under this Section establishes no precedent and is not a general waiver of the standards of this Planned Development.

C-9.7 Architectural review

A conceptual material plan shall accompany the Preliminary Site Plan, and a façade plan with a material sample board shall accompany each site plan, subject to the approval of the Director of Development Services.

C-9.8 Property association

A master property association shall own and maintain the Lagoon, the Public Realm, and the common areas of the development.

C-9.9 Fire Code, Engineering, and Floodplain Conformance

(a) Approval of this Planned Development does not constitute approval under the Town Fire Code and does not approve fire hydrant locations, fire lanes, or fire apparatus access. Compliance with the Fire Code is determined at Preliminary Site Plan and site plan.

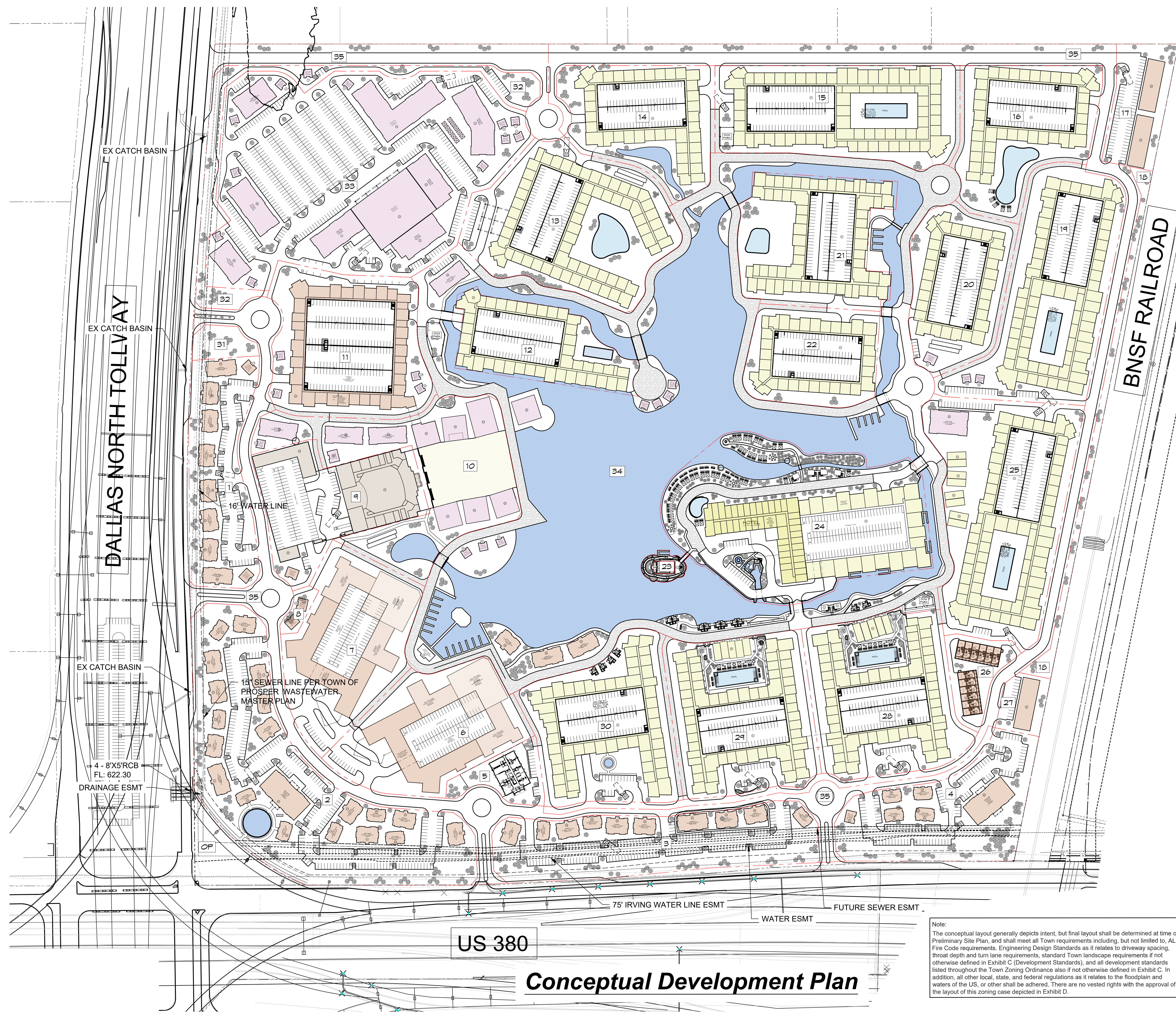
(b) Reconfiguration or modification of the layout shown on the Conceptual Development Plan or any other exhibit that is required to satisfy the Fire Code, the Town's Engineering Design Standards, or applicable floodplain or waters-of-the-United-States regulation is not a variation

from the Conceptual Development Plan for purposes of C-9.3, provided that the maximums established by C-5, the height areas designated on the Building Height Exhibit, and the common open space required by C-7.3 continue to be satisfied for the Property as a whole.

(c) Fire apparatus access to the Lagoon, and any fire-related structure required in connection with it, are permitted in every Planning Area, including PA-5, and are not counted against the impervious coverage limit established for PA-5 in C-5.2, provided that the impervious surface so excluded does not exceed 25% of the impervious coverage otherwise permitted in PA-5.

(d) Fire apparatus access provided within the Passeggiata or other common open space does not remove that area from the common open space required by C-7.3.

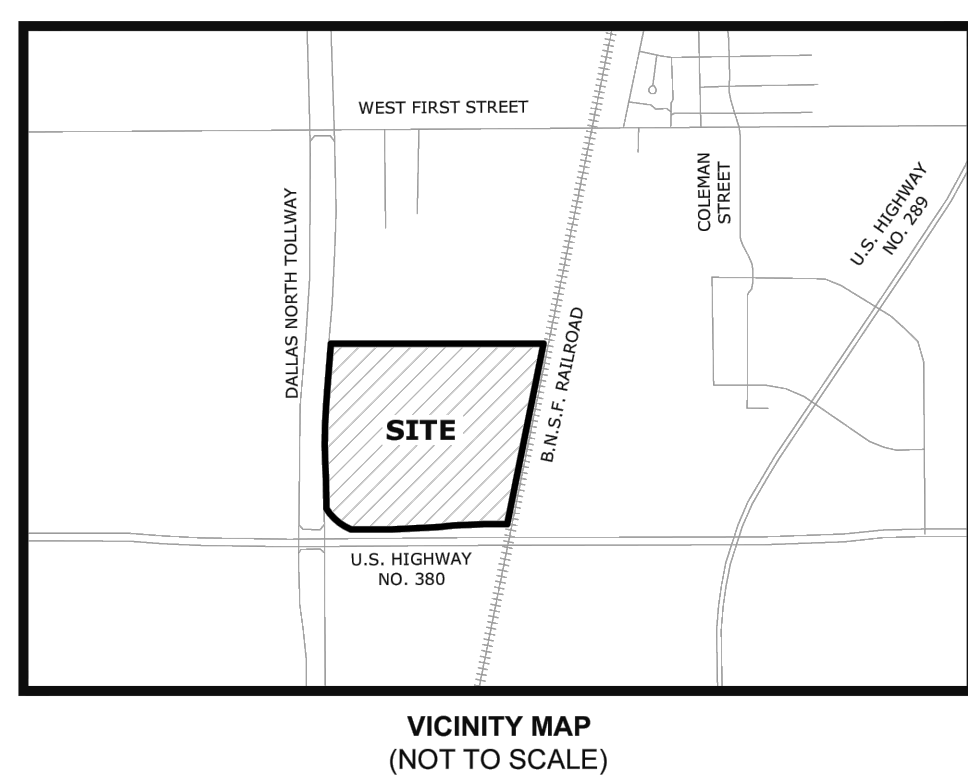
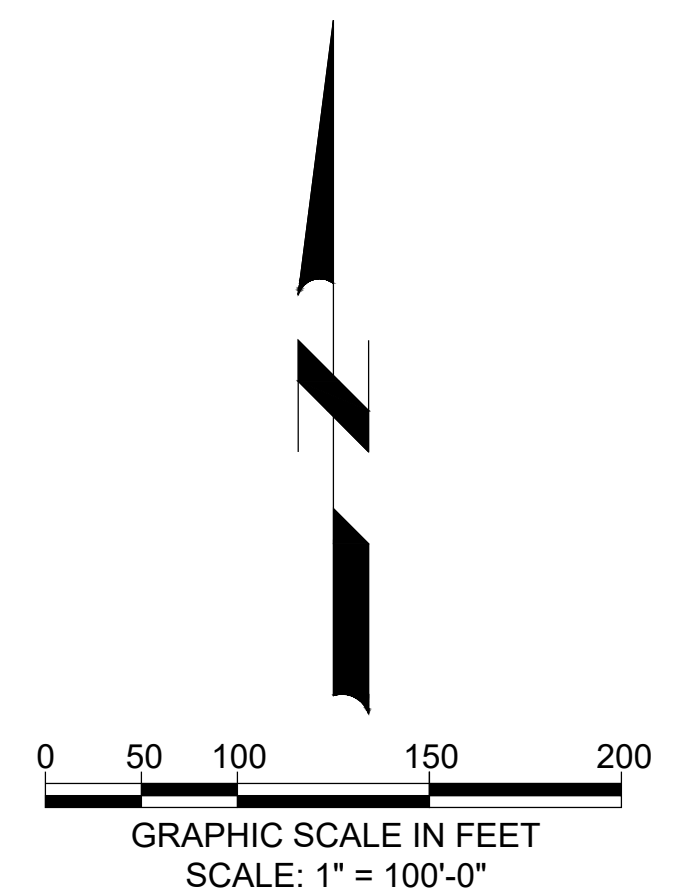
(e) Except where this Exhibit expressly provides that an exhibit controls, the layout depicted on the Conceptual Development Plan and the other exhibits illustrates intent, and no vested right arises from the depicted layout. This subsection does not affect the standards established in this Exhibit.



PASSEGGIATA:
The continuous promenade located at the edge of the lagoon.
A 26' wide fire lane with limited access to vehicular traffic.

LEGEND	
1	OFFICE CONDOS
2	OFFICE CONDOS
3	OFFICE CONDOS
4	OFFICE CONDOS
5	PRE-SCHOOL
6	CORPORATE HEADQUARTERS
7	CORPORATE HEADQUARTERS
8	OFFICE
9	THE PHOENIX - PERFORMING ARTS CENTER
10	PLAZA
11	RETAIL
12	MULTIFAMILY OVER FITNESS CENTER
13	MULTIFAMILY- AGE RESTRICTED
14	MULTIFAMILY
15	MULTIFAMILY
16	MULTIFAMILY
17	LUXURY GARAGE FACILITY
18	COMMON AREA- OPEN SPACE
19	MULTIFAMILY
20	MULTIFAMILY
21	LUXURY MULTIFAMILY
22	LUXURY MULTIFAMILY
23	ISLAND CHAPEL
24	LUXURY HOTEL WITH CONDOS
25	MULTIFAMILY
26	TOOWNHOMES
27	LUXURY GARAGE FACILITY
28	MULTIFAMILY
29	LUXURY MULTIFAMILY
30	MULTIFAMILY
31	COMMON AREA- OPEN SPACE
32	COMMON AREA- OPEN SPACE
33	RETAIL
34	LAGOON- OPEN SPACE
35	RIGHT OF WAY

FIRE ZONING NOTES :
ZONING DOES NOT INCLUDE COMPLIANCE WITH TOWN FIRE CODE. NOR DOES IT INCLUDE FIRE HYDRANTS, AND FIRE LANE LAYOUT. REVIEW OF THE ZONING DOES NOT GRAND OR OTHERWISE PROVIDE SAID APPROVAL TO THE TOWN FIRE CODE. FULL COMPLIANCE WILL BE REVIEWED DURING PSP AND SP SUBMITTAL AND MAY REQUIRE THE SITE IS RECONFIGURED AND MODIFIED FROM THAT SHOWN IN THE CONCEPT PLAN AND/OR ZONING EXHIBITS. FIRE EQUIPMENT AND ACCESS TO THE LAKE WILL NEED TO BE PROVIDED AND MAY INCLUDE DEDICATED FIRE RELATED BUILDINGS AT A DOCK(S) LOCATION AND THROUGHOUT THE DEVELOPMENT AT LOCATIONS AND TYPES TO BE DETERMINED.



OWNER: GODWIN INVESTMENTS, LTD.
MR. DONALD E. GODWIN
10348 STRAIT LANE
DALLAS, TX 75229
214-638-8813

APPLICANT: BLACKSTONE COMMUNITIES
MR. JEFFORY D. BLACKARD
401 ADRIATIC PKWY
MCKINNEY, TX 75072
214-914-1695



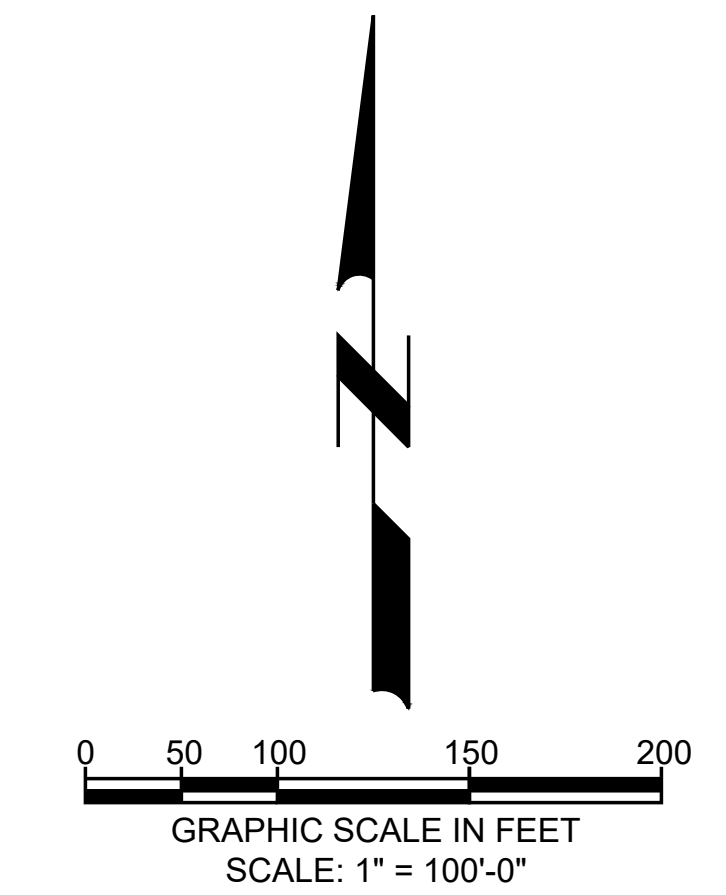
Note:
The conceptual layout generally depicts intent, but final layout shall be determined at time of Preliminary Site Plan, and shall meet all Town requirements including, but not limited to, ALL Fire Code requirements, Engineering Design Standards as it relates to driveway spacing, throat depth and turn lane requirements, standard Town landscape requirements if not otherwise defined in Exhibit C (Development Standards), and all development standards listed throughout the Town Zoning Ordinance also if not otherwise defined in Exhibit C. In addition, all other local, state, and federal regulations as it relates to the floodplain and waters of the US, or other shall be adhered. There are no vested rights with the approval of the layout of this zoning case depicted in Exhibit D.

CONCEPTUAL PLAN	142.996 ACRES	EXHIBIT-D
PROJECT NO: ZONE-26-0009	DRAWN BY: GKD	July 23, 2026



TIMING:
The phasing and development of this project is dependent upon market conditions and the construction of the Dallas North Tollway and Godwin Parkway. This schedule is conceptual and subject to change based on permitting, entitlements, and market conditions. The project is expected to take 5-7 years from the commencement of construction to complete.

- PHASE 1:**
To be developed to begin the project. Site wide Infrastructure and initial projects.
- PHASE 2:**
To be developed as directed by pad purchasers.
- CORPORATE OFFICE/ HEADQUARTERS:**
To be developed as directed by pad purchasers.



OWNER: GODWIN INVESTMENTS, LTD.
MR. DONALD E. GODWIN
10348 STRAIT LANE
DALLAS, TX 75229
214-693-6813

APPLICANT: BLACKSTONE COMMUNITIES
MR. JEFFORY D. BLACKARD
401 ADRIATIC PKWY.
MCKINNEY, TX 75072
214-914-1695



PHASING PLAN	142.996 ACRES	EXHIBIT-E
PROJECT NO: ZONE-26-0009	DRAWN BY: GKD	July 23, 2026

THE MARCO · PLANNED DEVELOPMENT · PROSPER, TEXAS

Exhibit F

Conceptual Elevations

Illustrates the architectural character, massing, and material palette of representative buildings, and supports building design under C-8 together with the Development Agreement.

NORTHEAST CORNER, DALLAS NORTH TOLLWAY & U.S. HIGHWAY 380 · JULY 2026

REPRESENTATIVE BUILDING · 01



The Canal District

Pedestrian quays step down to the water on either side of a navigable canal, crossed by a low stone footbridge and worked by the village water taxi. Four- and five-story facades in ochre and terracotta stucco rise directly from the quay in the Venetian manner — a defined masonry base, a tall shuttered body, and a deep bracketed cornice — so that the water, not the street, becomes the room.

REPRESENTATIVE BUILDING · 02



The Hotel

A landmark massing anchored by a campanile marks the hotel on the lagoon, its arcaded ground floor opening to a waterfront terrace and beach club. The building reads as a composition of distinct elements — tower, primary block, and stepped garden wings — rather than a single slab, and its palette of warm stucco and stone sets the standard for the district's hospitality core.

REPRESENTATIVE BUILDING · 03



The Retail Promenade

A cobbled pedestrian street is framed by continuous ground-floor storefronts beneath arcades and awnings, the shaded colonnade drawing the eye down the block. Two- and three-story mixed-use buildings hold a consistent street wall while varying in color, bay, and detail, so the promenade reads as many hands rather than one.

REPRESENTATIVE BUILDING · 04



The Office Condominiums

Boutique office buildings take the form of stone-and-stucco palazzi, their upper floors carried on a rusticated base with loggias and deep-set windows that give daytime workplaces the grain of a residential quarter. Rooflines vary in height and pitch so the office blocks join the village skyline rather than interrupt it.

The following studies illustrate the intended character of the public realm — its streets, squares, water, and building fronts — in the sequence a visitor moves through the village, from arrival to the evening waterfront.



ARRIVAL & GATEWAY

An arrival piazza organized around a central fountain and framed by cypress, giving the district a formal point of entry. The campanile beyond fixes the skyline and orients the visitor from the first moment.



WATER, CANALS & LAGOON

The lagoon promenade in daylight: a broad stone walk holds the water's edge while an arcaded frontage shades the shops behind. The open water gives the district its central view and its recreational spine.



WATER, CANALS & LAGOON

A secondary canal lined with residential palazzi and moored boats at the quay. Buildings meet the water without setback, their reflections doubling the height and color of the street wall.



WATER, CANALS & LAGOON

The canals at night, worked by a flat-bottomed boat beneath a chapel and strung lights. Evening reveals the intended character of the water district — quiet, lantern-lit, and walkable.



WATER, CANALS & LAGOON

A framed view through a sotoportego — the covered passage cut beneath a building — from the street to the lagoon and its fountain. Passages of this kind thread the block interiors to the water.



STREETS, ARCADES & STOREFRONTS

A civic loggia: a two-story arcade of stone piers sheltering a ground-floor market hall, its upper gallery glazed and lit. The type gives the village a covered public room at the heart of the retail core.



STREETS, ARCADES & STOREFRONTS

The retail street in use, with market stalls and awnings spilling from the storefronts and foot traffic held by a consistent two-story street wall. Transparency and frequent entrances keep the ground floor active.



STREETS, ARCADES & STOREFRONTS

A cobble lane falls to the water's edge, ending at a boat landing with the campanile answering from across the lagoon. The grade change and the terminated view are the incident the street network is meant to produce.



STREETS, ARCADES & STOREFRONTS

A storefront under the arcade — here a barber's shop — showing the intended grain of retail tenancy: individual signs, warm interiors, and glazed shopfronts held within a continuous masonry frame.



STREETS, ARCADES & STOREFRONTS

A promenade at dusk, paved in stone and lit by a single lamp standard, terminating at the water. Ground-floor arcades and a disciplined cornice line carry the eye toward the lagoon.



CIVIC & GATHERING

The principal square at civic scale, its paving meeting the water so that piazza and lagoon read as one gathering space. The composition is built for events — the district's outdoor room.



CIVIC & GATHERING

The performing arts venue anchoring the square, its lit facade and campanile presiding over an evening crowd. The building is the cultural keystone the plan places at the center of the public realm.



CIVIC & GATHERING

A smaller neighborhood piazza with a fountain and arcaded edges, scaled for daily use rather than spectacle. Squares of this size distribute public life through the district between the larger civic rooms.



DINING & EVENING LIFE

Cafe dining under flowered balconies, tables held in the shade of the buildings around a working fountain. The ground floor gives directly onto the square, blurring the line between building and piazza.



DINING & EVENING LIFE

The restaurant row at night, tables lining the quay the length of the lagoon. Lit interiors and a continuous edge of dining turn the waterfront into the district's evening destination.

Character & Materials

Across every building type, the district holds to a single Adriatic–Veneto vocabulary. Walls are load-bearing in expression: a rusticated stone or heavy-stucco base carries a taller body of smooth ochre, terracotta, and sand-toned stucco, closed by a deep bracketed cornice and low-pitched clay tile roofs. Openings are vertical and deeply set, ordered by shutters, iron balconies, and — at the ground floor — arcades, loggias, and glazed shopfronts. Campanili and belvedere towers punctuate the skyline at the civic and hospitality anchors, giving the village its orientation points.

Massing follows the same discipline the written standards require: a legible base, body, and cap; frequent offsets and varied rooflines that let larger buildings read as a composition of smaller ones; and active, transparent ground floors along the promenades and the water. These images illustrate the intended character and quality of the built environment. The governing form standards are set in Section B-8, and the material and craft standards are carried forward in the Development Agreement.

MATERIAL PALETTE

- ◆ Ochre, terracotta & sand stucco
- ◆ Low-pitched clay tile roofs
- ◆ Wrought-iron balconies & lanterns
- ◆ Campanili & belvedere towers
- ◆ Rusticated stone base
- ◆ Bracketed timber cornices
- ◆ Arcades, loggias & colonnades
- ◆ Stone quays & cobbled paving

THE MARCO

Planned Development District

EXHIBIT G

Landscape Plan and Plant List

Exhibit G — Landscape Plan and Plant List

This Exhibit is the Landscape Plan for The Marco Planned Development District. It establishes the landscape framework for the District and the approved plant palette referenced in §C-7.2. Detailed landscape plans for each site or phase shall be prepared by a landscape architect licensed in the State of Texas and shall be submitted with the corresponding Site Plan or Final Plat in accordance with UDC §2.08.C.

G-1. Intent

Landscape is a primary element of the District's character. Canopy streets, cypress verticals, planted water's edges, and the potted and climbing plantings of its piazzas and courtyards together establish the Mediterranean village character described in the Statement of Intent. The palette in this Exhibit is drawn predominantly from the Town's approved plant materials (UDC §2.08.G) — native and drought-tolerant species suited to North Texas — supplemented with species suited to the lagoon and canal margins and to the District's village character.

G-2. Landscape Framework

(a) Tollway and highway frontage. A landscaped edge not less than 30 feet in width shall be provided along the Dallas North Tollway and U.S. Highway 380 in accordance with DNT §10.1 and §C-7.2(a), planted with canopy trees, shrub screening, and earthen berms.

(b) Thoroughfare edges and street trees. Landscaped edges along other thoroughfares shall be provided in accordance with DNT §10.2. Within the village, street trees shall be planted at regular intervals along drives and pedestrian ways, and may be clustered or aligned in allées to frame view corridors, landmark buildings, and gateways.

(c) The Passeggiata. The Passeggiata shall be planted with shade trees, ornamental understory, and container plantings appropriate to a continuous public promenade.

(d) Lagoon and canal margins. Riparian and aquatic-margin species shall be used at the water's edge to stabilize banks and soften bulkheads and canal walls, except where a hard architectural edge is integral to the design of the canal or basin.

(e) Piazzas, courtyards, and containers. Plazas, courtyards, balconies, and storefront frontages shall incorporate container plantings, climbing vines on pergolas, arbors, and facades, and other fine-grain plantings that give the village its inhabited character.

(f) Parks and greens. Parks and greens shall combine canopy shade, turf, and ornamental planting.

(g) Perimeter adjacency. Where the District adjoins off-site single-family zoning, buffer planting shall include evergreen content sufficient to provide year-round screening.

(h) Irrigation and maintenance. All landscaped areas shall be irrigated and maintained in accordance with §C-7.2(e) and UDC §2.08.D.

G-3. General Provisions

- (a) The plant schedule in §G-4 constitutes the approved plant list for the District for purposes of UDC §2.08.
- (b) Plant material shall meet the minimum sizes and installation standards of UDC §2.08 at the time of planting, except as modified by Exhibit C.
- (c) Additional species, and substitutions of listed species, may be approved by the Director of Development Services.
- (d) No single tree species shall exceed 45 percent of the required tree plantings within any Planning Area.
- (e) Artificial turf may be used in nonresidential areas upon Town staff approval in accordance with UDC §2.08.G.1.

G-4. Plant Schedule

Canopy Trees

The shade structure of the District — street trees, allées, park groves, and the Tollway edge. Broad crowns over walkable streets.

Common Name	Botanical Name
Live Oak (evergreen)	<i>Quercus virginiana</i>
Cedar Elm	<i>Ulmus crassifolia</i>
Chinquapin Oak	<i>Quercus muehlenbergii</i>
Bur Oak	<i>Quercus macrocarpa</i>
Shumard Oak	<i>Quercus shumardii</i>
Texas Red Oak	<i>Quercus buckleyi</i>
Lacebark Elm	<i>Ulmus parvifolia</i>
American Elm	<i>Ulmus americana</i>
Bald Cypress	<i>Taxodium distichum</i>
Montezuma Cypress	<i>Taxodium mucronatum</i>
Pecan	<i>Carya illinoensis</i>
Southern Magnolia (evergreen)	<i>Magnolia grandiflora</i>
Caddo Maple	<i>Acer saccharum 'Caddo'</i>
Bigtooth Maple	<i>Acer grandidentatum</i>
Texas Ash	<i>Fraxinus texensis</i>

Evergreen and Vertical Accent Trees

The vertical silhouette of the village — the slender evergreen forms that flank towers, gateways, courtyards, and the campanili, and provide year-round screening.

Common Name	Botanical Name
Eastern Red Cedar, including upright cultivars 'Taylor', 'Brodie', and 'Burkii'	<i>Juniperus virginiana</i>
Italian Cypress	<i>Cupressus sempervirens</i>
Arizona Cypress	<i>Cupressus arizonica</i>
Afghan Pine	<i>Pinus eldarica</i>
Blue Point Juniper	<i>Juniperus chinensis</i> 'Blue Point'
Hollywood Juniper	<i>Juniperus chinensis</i> 'Torulosa'

Ornamental Trees

Flowering and small-stature trees for plazas, courtyards, garden walls, and understory planting.

Common Name	Botanical Name
Crepe Myrtle (tree form)	<i>Lagerstroemia indica</i>
Vitex (Chaste Tree)	<i>Vitex agnus-castus</i>
Desert Willow	<i>Chilopsis linearis</i>
Mexican Plum	<i>Prunus mexicana</i>
Texas Redbud	<i>Cercis canadensis</i> var. <i>texensis</i>
Yaupon Holly (tree form, evergreen)	<i>Ilex vomitoria</i>
Possumhaw Holly	<i>Ilex decidua</i>
Texas Persimmon	<i>Diospyros texana</i>
Mexican Buckeye	<i>Ungnadia speciosa</i>
Eve's Necklace	<i>Styphnolobium affine</i>
Roughleaf Dogwood	<i>Cornus drummondii</i>
Pomegranate	<i>Punica granatum</i>
Wax Myrtle	<i>Morella cerifera</i>
Mission Olive	<i>Olea europaea</i> 'Mission'

Palms

Accent palms for the waterfront and select courtyard settings.

Common Name	Botanical Name
Texas Sabal Palm	<i>Sabal mexicana</i>
Windmill Palm	<i>Trachycarpus fortunei</i>
Dwarf Palmetto	<i>Sabal minor</i>

Shrubs and Hedges

Evergreen structure, hedging, screening, and foundation planting.

Common Name	Botanical Name
Dwarf Yaupon Holly	<i>Ilex vomitoria</i> 'Nana'
Dwarf Wax Myrtle	<i>Morella cerifera</i> var. <i>pumila</i>

Common Name	Botanical Name
Texas Sage, incl. compact cultivars	<i>Leucophyllum frutescens</i>
Glossy Abelia, incl. dwarf cultivars	<i>Abelia</i> × <i>grandiflora</i>
Nellie R. Stevens Holly	<i>Ilex</i> × ' <i>Nellie R. Stevens</i> '
Burford Holly, incl. dwarf cultivars	<i>Ilex cornuta</i> ' <i>Burfordii</i> '
Indian Hawthorn	<i>Rhaphiolepis indica</i>
Italian Jasmine	<i>Jasminum humile</i>
Rosemary	<i>Salvia rosmarinus</i>
Red Yucca	<i>Hesperaloe parviflora</i>
Softleaf Yucca	<i>Yucca recurvifolia</i>
Sotol	<i>Dasylirion texanum</i>
Century Plant and related agaves	<i>Agave</i> spp.
Agarita	<i>Mahonia trifoliolata</i>
American Beautyberry	<i>Callicarpa americana</i>
Cleyera	<i>Ternstroemia gymnanthera</i>
Oakleaf Hydrangea	<i>Hydrangea quercifolia</i>
Leatherleaf Mahonia	<i>Mahonia bealei</i>
Coralberry	<i>Symphoricarpos orbiculatus</i>
Dwarf Pomegranate	<i>Punica granatum</i> ' <i>Nana</i> '

Ornamental Grasses

Massed and drifted plantings for open space, swales, and the Tollway edge.

Common Name	Botanical Name
Lindheimer's Muhly	<i>Muhlenbergia lindheimeri</i>
Gulf Muhly (Autumn Blush)	<i>Muhlenbergia capillaris</i>
Little Bluestem	<i>Schizachyrium scoparium</i>
Sideoats Grama	<i>Bouteloua curtipendula</i>
Blue Grama	<i>Bouteloua gracilis</i>
Inland Sea-Oats	<i>Chasmanthium latifolium</i>
Feather Reed Grass	<i>Calamagrostis</i> × <i>acutiflora</i> ' <i>Karl Foerster</i> '
Maiden Grass, incl. dwarf cultivars	<i>Miscanthus sinensis</i>
Mexican Feathergrass	<i>Nassella tenuissima</i>

Groundcovers

Living cover for planting beds, tree wells, and terraced gardens.

Common Name	Botanical Name
Asiatic Jasmine	<i>Trachelospermum asiaticum</i>
Liriope (Lily Turf)	<i>Liriope muscari</i>
Mondo Grass	<i>Ophiopogon japonicus</i>

Common Name	Botanical Name
Santolina (Lavender Cotton)	<i>Santolina chamaecyparissus</i>
Hardy Plumbago	<i>Ceratostigma plumbaginoides</i>
Pigeonberry	<i>Rivina humilis</i>
Trailing Rosemary	<i>Salvia rosmarinus 'Prostratus'</i>
Trailing Lantana	<i>Lantana montevidensis</i>
Pink Skullcap	<i>Scutellaria suffrutescens</i>
Sedum species	<i>Sedum spp.</i>
Creeping Thyme	<i>Thymus spp.</i>
Snake Herb	<i>Dyschoriste linearis</i>

Vines and Climbers

Planting for pergolas, arbors, trellises, garden walls, and building facades — the climbing green layer of the village.

Common Name	Botanical Name
Crossvine	<i>Bignonia capreolata</i>
Star (Confederate) Jasmine	<i>Trachelospermum jasminoides</i>
Evergreen Wisteria	<i>Millettia reticulata</i>
Fig Ivy	<i>Ficus pumila</i>
Trumpet Vine	<i>Campsis radicans</i>

Perennials and Container Plantings

Seasonal color for piazzas, balconies, window boxes, and terracotta containers; species noted "container" are for pots and raised planters.

Common Name	Botanical Name
Autumn Sage and related salvias	<i>Salvia greggii; Salvia spp.</i>
Lantana	<i>Lantana spp.</i>
Turk's Cap	<i>Malvaviscus arboreus var. drummondii</i>
Blackfoot Daisy	<i>Melampodium leucanthum</i>
Rock Rose (Pavonia)	<i>Pavonia lasiopetala</i>
Penstemon species	<i>Penstemon spp.</i>
Black-Eyed Susan	<i>Rudbeckia spp.</i>
Dwarf Ruellia	<i>Ruellia simplex 'Katie'</i>
Bougainvillea (container)	<i>Bougainvillea spp.</i>
Geranium (container)	<i>Pelargonium spp.</i>
Esperanza (container)	<i>Tecoma stans</i>
Tropical Hibiscus (container)	<i>Hibiscus rosa-sinensis</i>
Plumeria (container)	<i>Plumeria spp.</i>

Lagoon and Canal Margins

Riparian and aquatic-margin species for the water's edge — bank stabilization, planted margins, and the softening of bulkheads and canal walls.

Common Name	Botanical Name
Bald Cypress	<i>Taxodium distichum</i>
Montezuma Cypress	<i>Taxodium mucronatum</i>
Buttonbush	<i>Cephalanthus occidentalis</i>
Pickernelweed	<i>Pontederia cordata</i>
Louisiana Iris hybrids	<i>Iris</i> spp. (Louisiana hybrids)
Soft Rush	<i>Juncus effusus</i>
Horsetail Reed (contained planters only)	<i>Equisetum hyemale</i>
Inland Sea-Oats	<i>Chasmanthium latifolium</i>
Bushy Bluestem	<i>Andropogon glomeratus</i>
Eastern Gamagrass	<i>Tripsacum dactyloides</i>

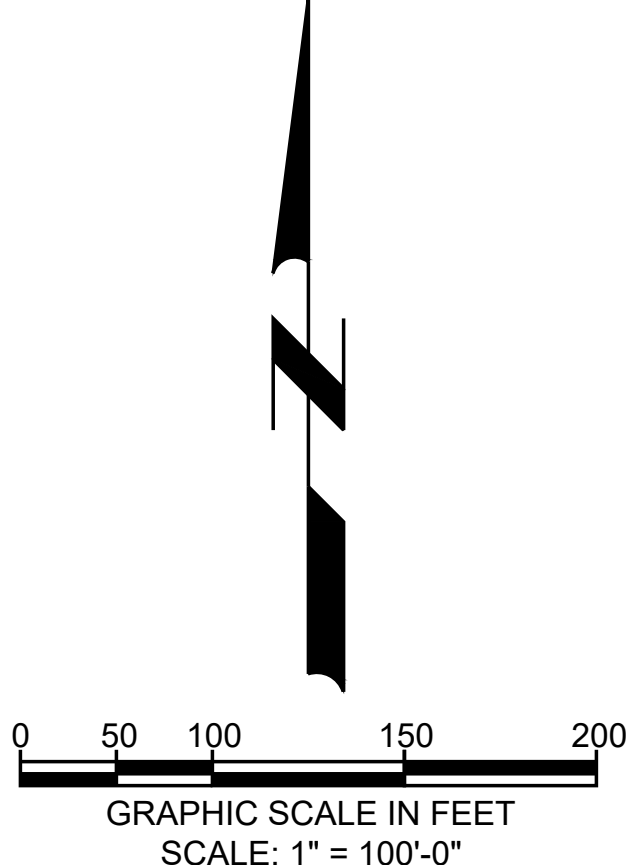
Turf

Lawn areas within parks, greens, and open space.

Common Name	Botanical Name
Common Bermudagrass and hybrid cultivars	<i>Cynodon dactylon</i>
Buffalograss	<i>Bouteloua dactyloides</i>
Zoysiagrass	<i>Zoysia</i> spp.



PASSEGGIATA: The continuous promenade located at the edge of the lagoon.	211,824 s.f.	4.86 ac
GREEN SPACE: Landscaped areas to count towards the Open Space Calculation.	360,814 s.f.	8.28 ac
LAGOON & CANALS: Water surface to count towards the Open Space Calculation.	675,670 s.f.	15.51 ac
TOTALS:	1,248,309 s.f.	28.66 ac



OWNER: GODWIN INVESTMENTS, LTD.
MR. DONALD E. GODWIN
10348 STRAIT LANE
DALLAS, TX 75229
214-693-6813

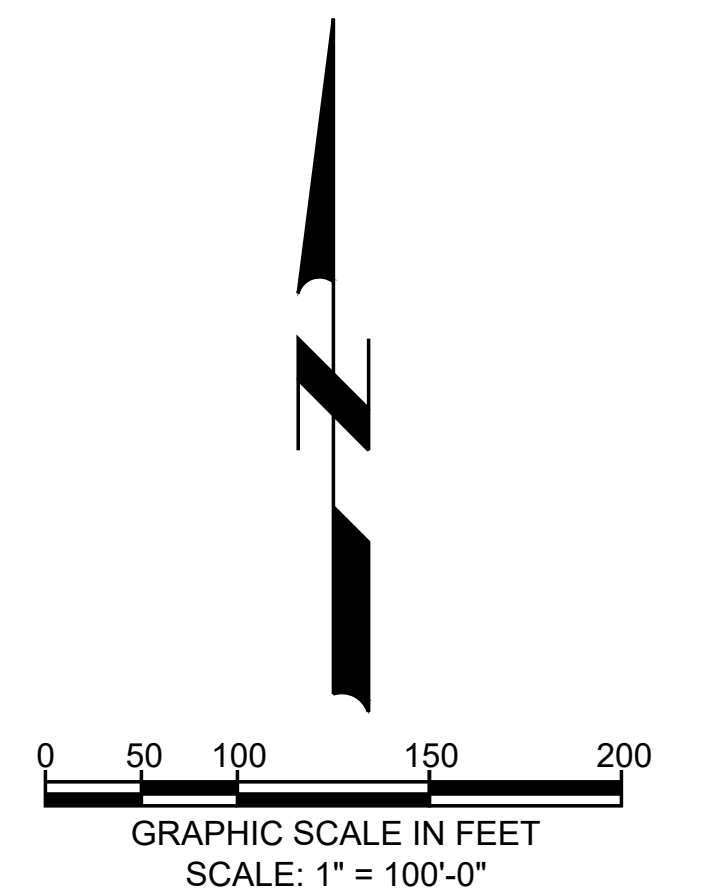
APPLICANT: BLACKSTONE COMMUNITIES
MR. JEFFORY D. BLACKARD
401 ADRIATIC PKWY.
MCKINNEY, TX 75072
214-914-1695



OPEN SPACE PLAN	142.996 ACRES	EXHIBIT-H
PROJECT NO: ZONE-26-0009	DRAWN BY: GKD	July 23, 2026



- AREA A:**
14 stories / 190 ft
- AREA B:**
8 stories / 160 ft
- PERIMETER:**
Within 75 ft of off-site single-family-zoned property:
2 stories / 40 ft; thereafter 1 ft of additional setback
per 1 ft of height above 40 ft

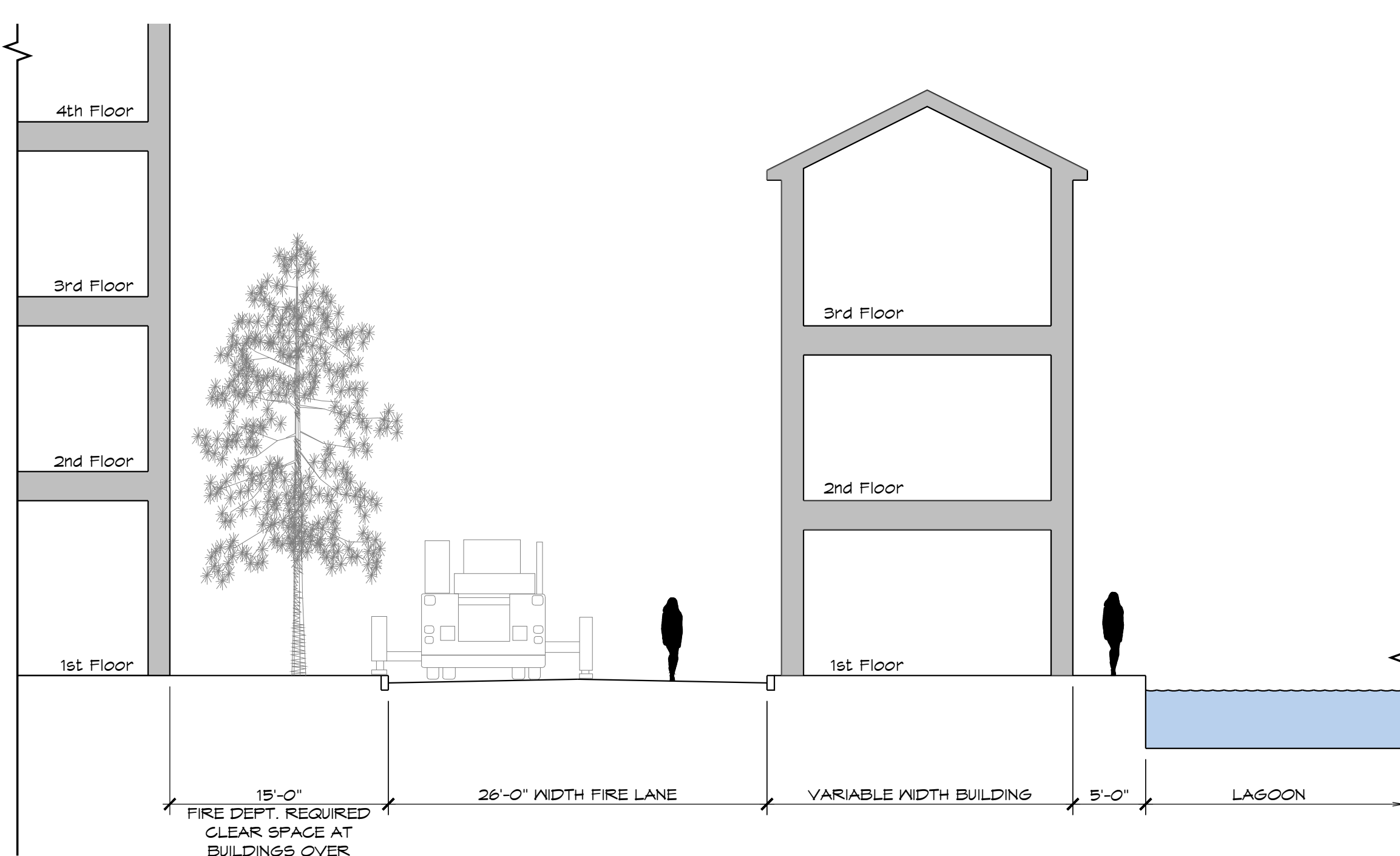


OWNER: GODWIN INVESTMENTS, LTD.
MR. DONALD E. GODWIN
10348 STRAIT LANE
DALLAS, TX 75229
214-698-6813

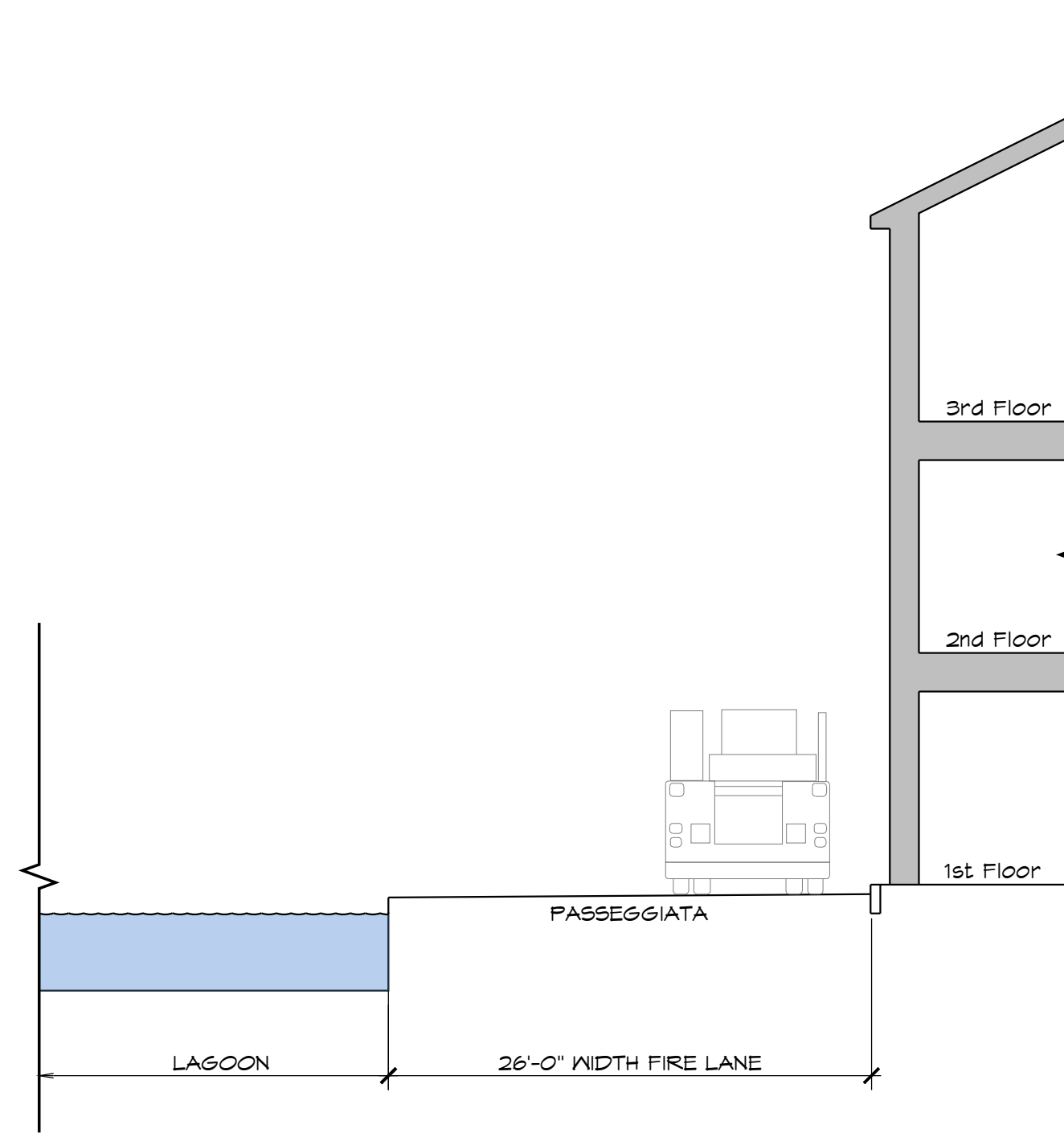
APPLICANT: BLACKSTONE COMMUNITIES
MR. JEFFORY D. BLACKARD
401 ADRIATIC PKWY.
MCKINNEY, TX 75072
214-914-1695



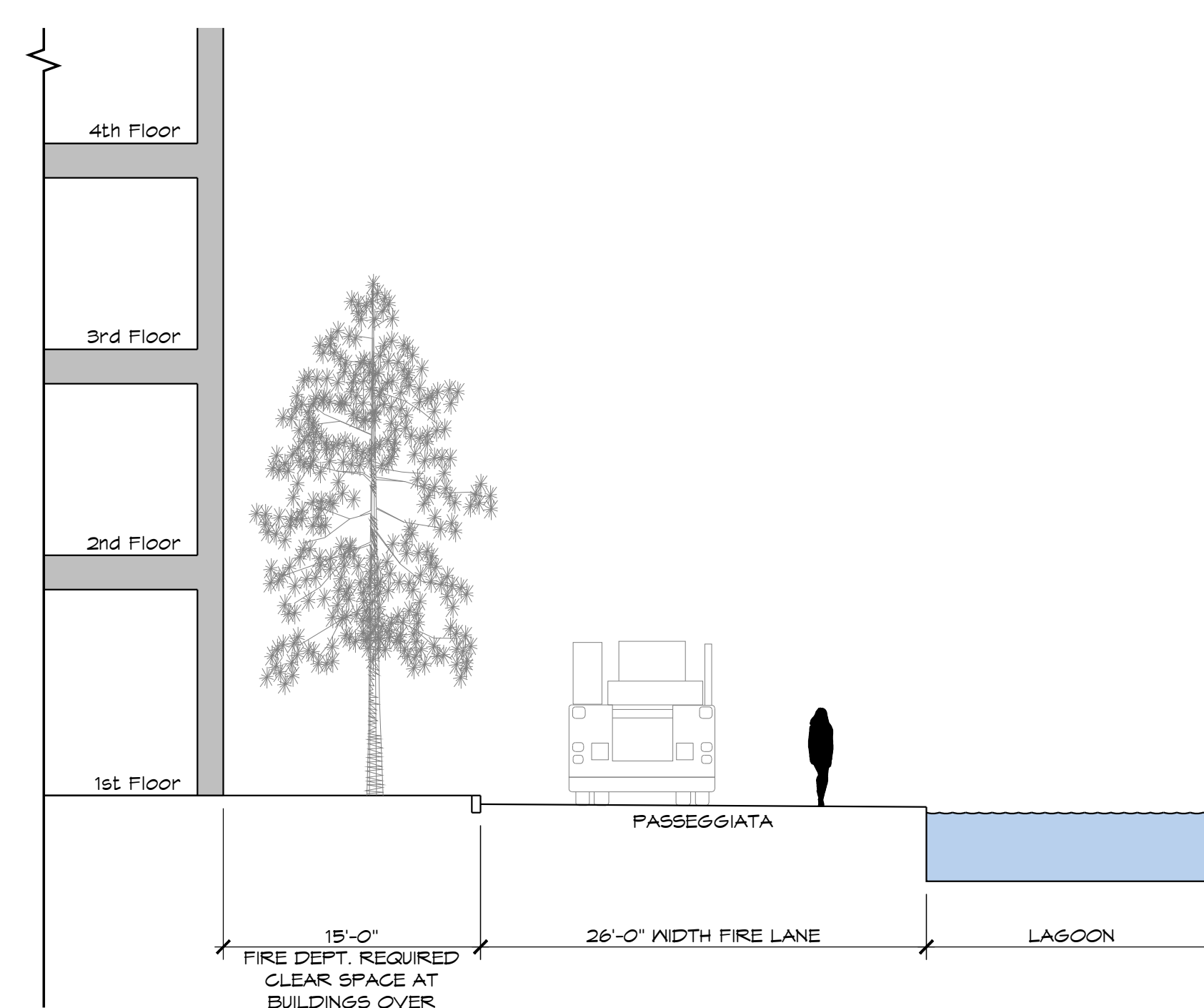
BUILDING HEIGHTS PLAN	142.996 ACRES	EXHIBIT-J
PROJECT NO: ZONE-26-0009	DRAWN BY: GKD	July 23, 2026



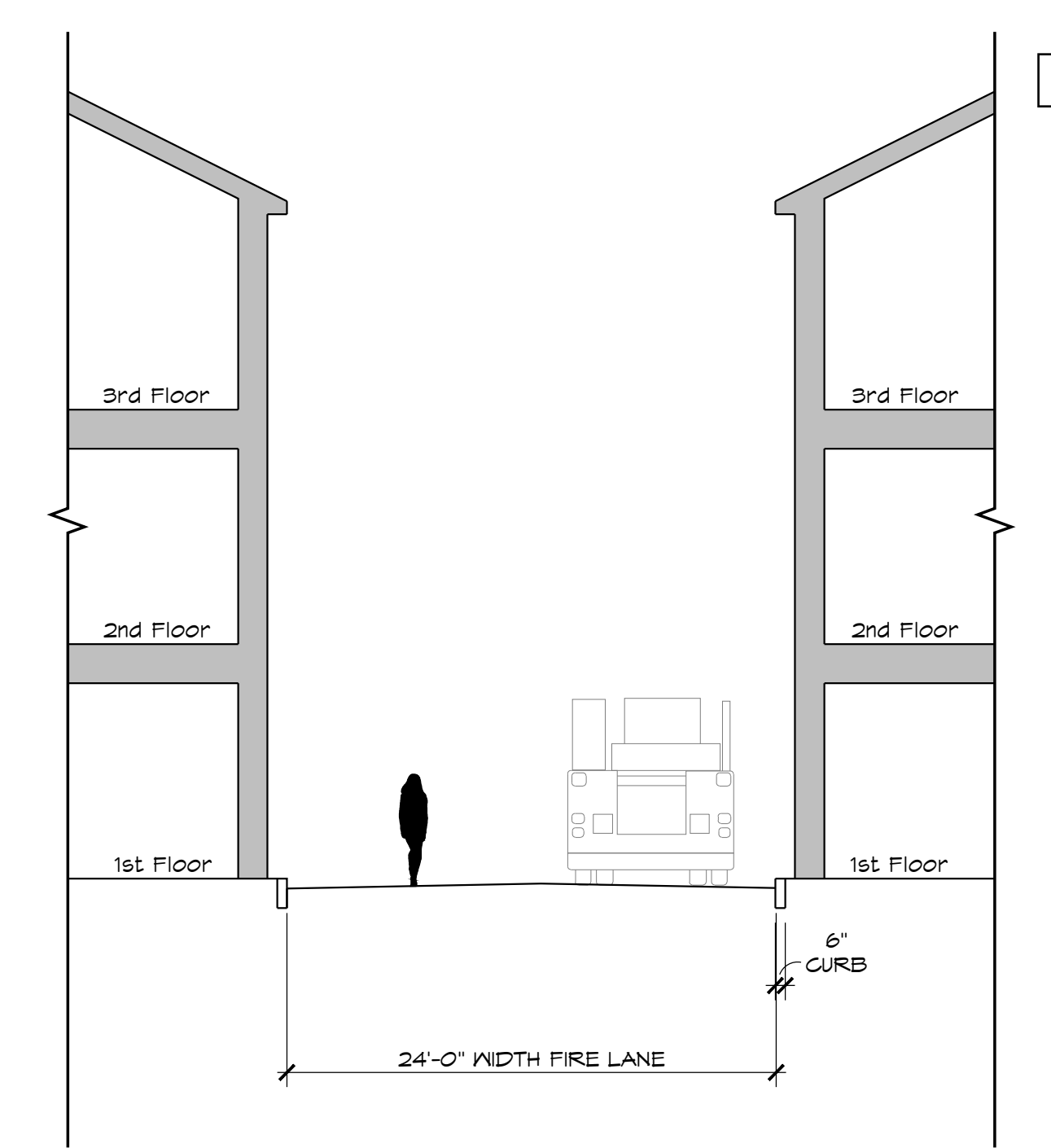
HI-RISE TO MID-RISE/ LAGOON



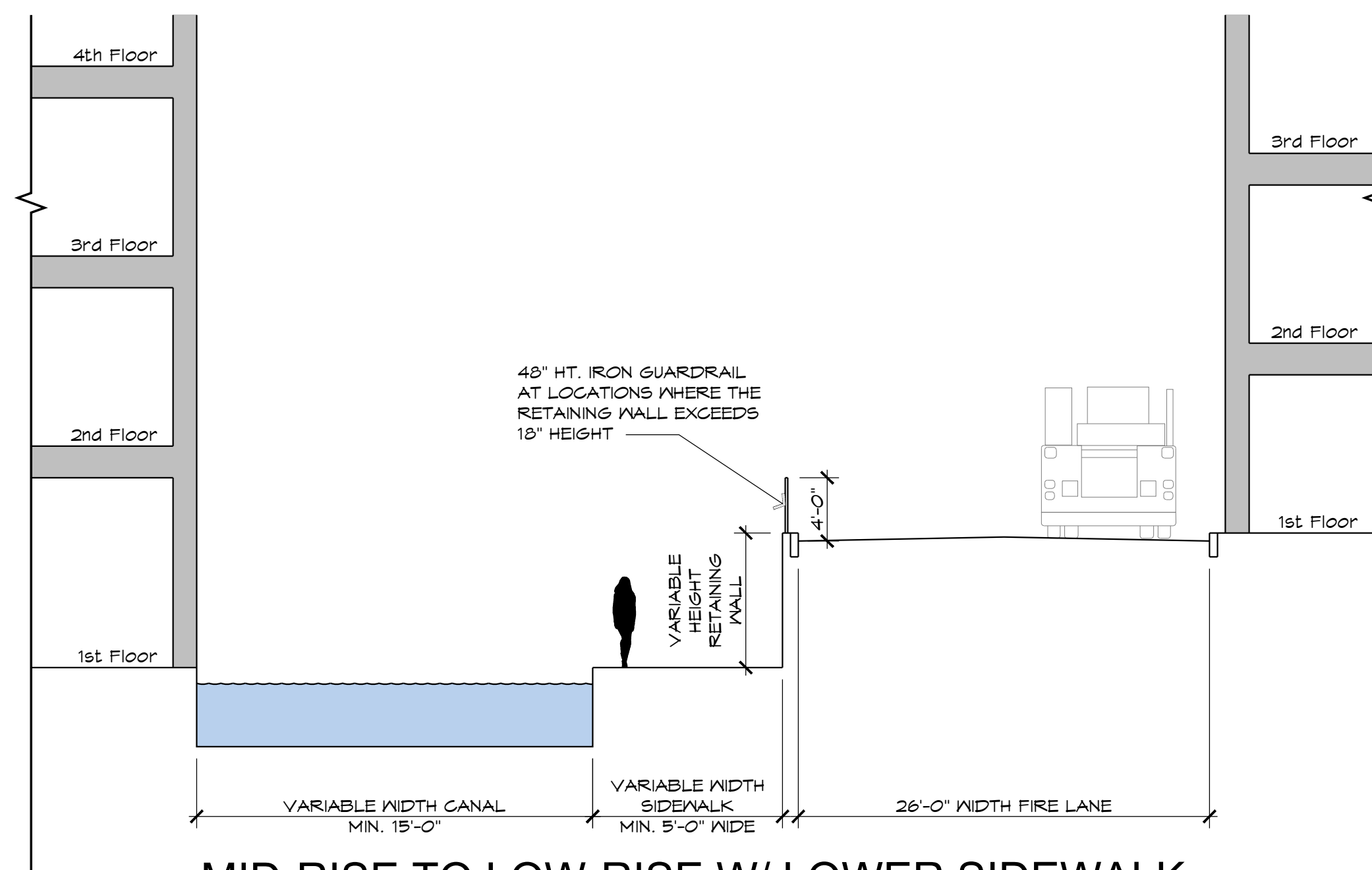
LOW-RISE TO PASSEGIATA/ LAGOON



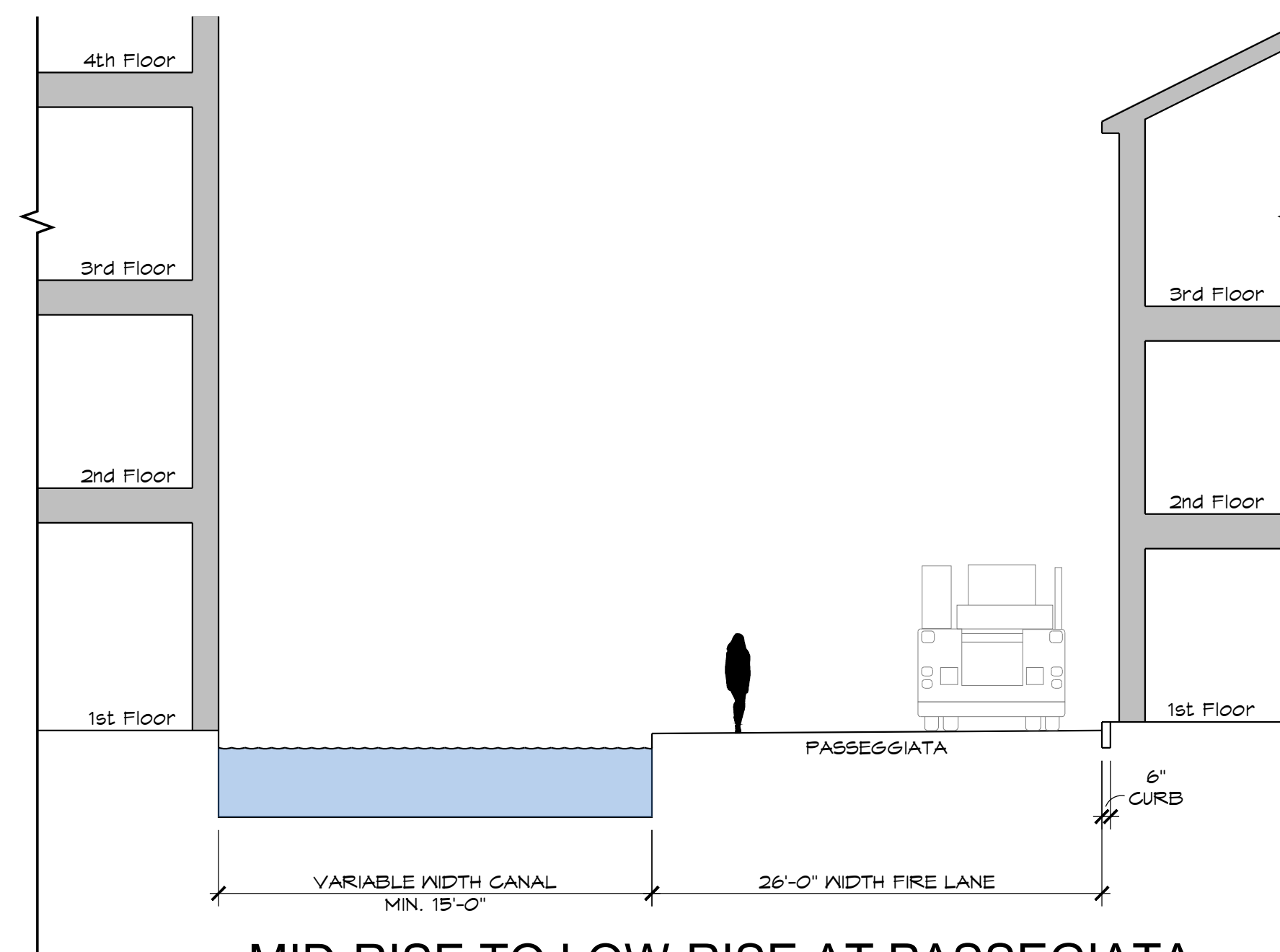
MID-RISE TO PASSEGIATA/ LAGOON



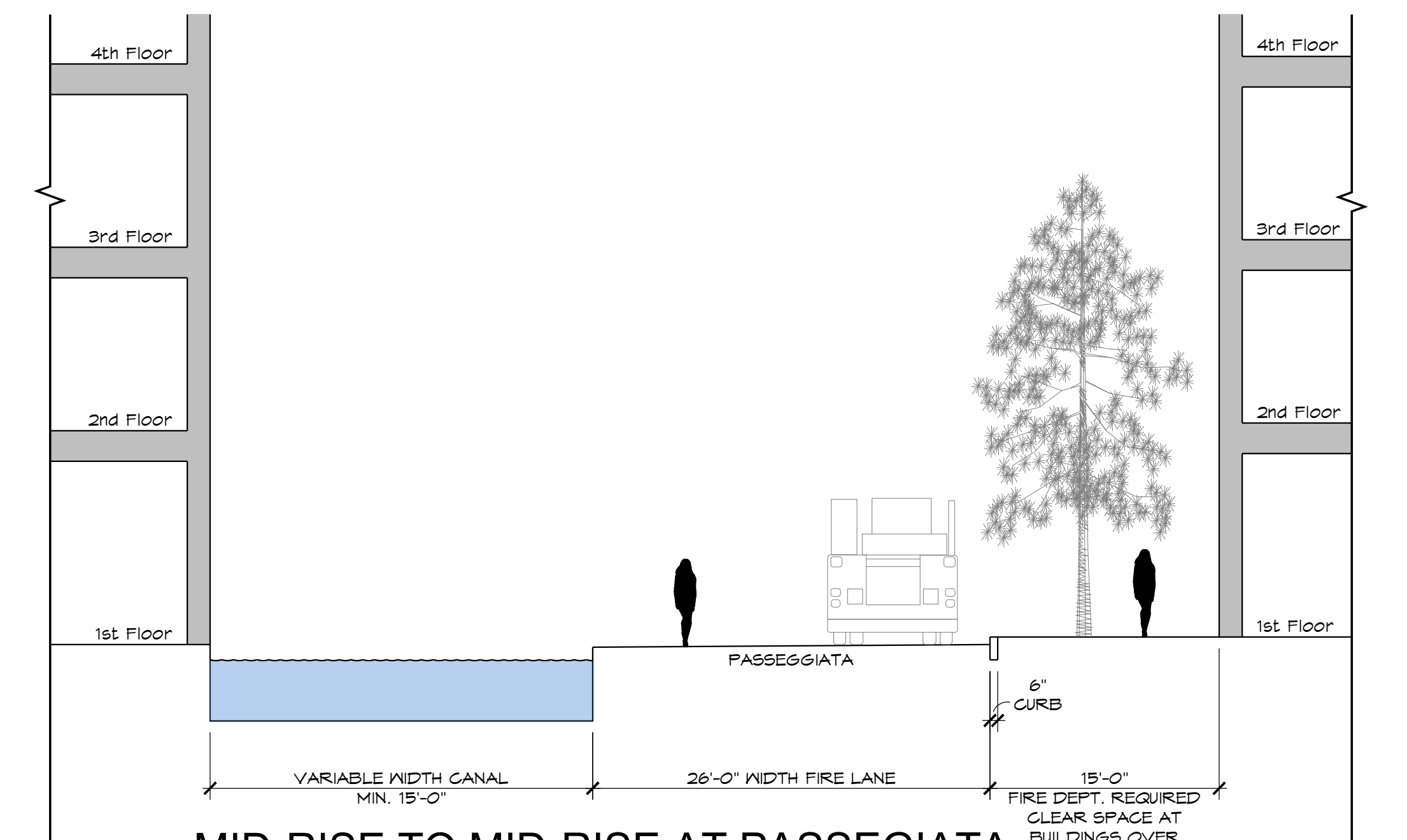
LOW-RISE TO LOW-RISE CORRIDOR



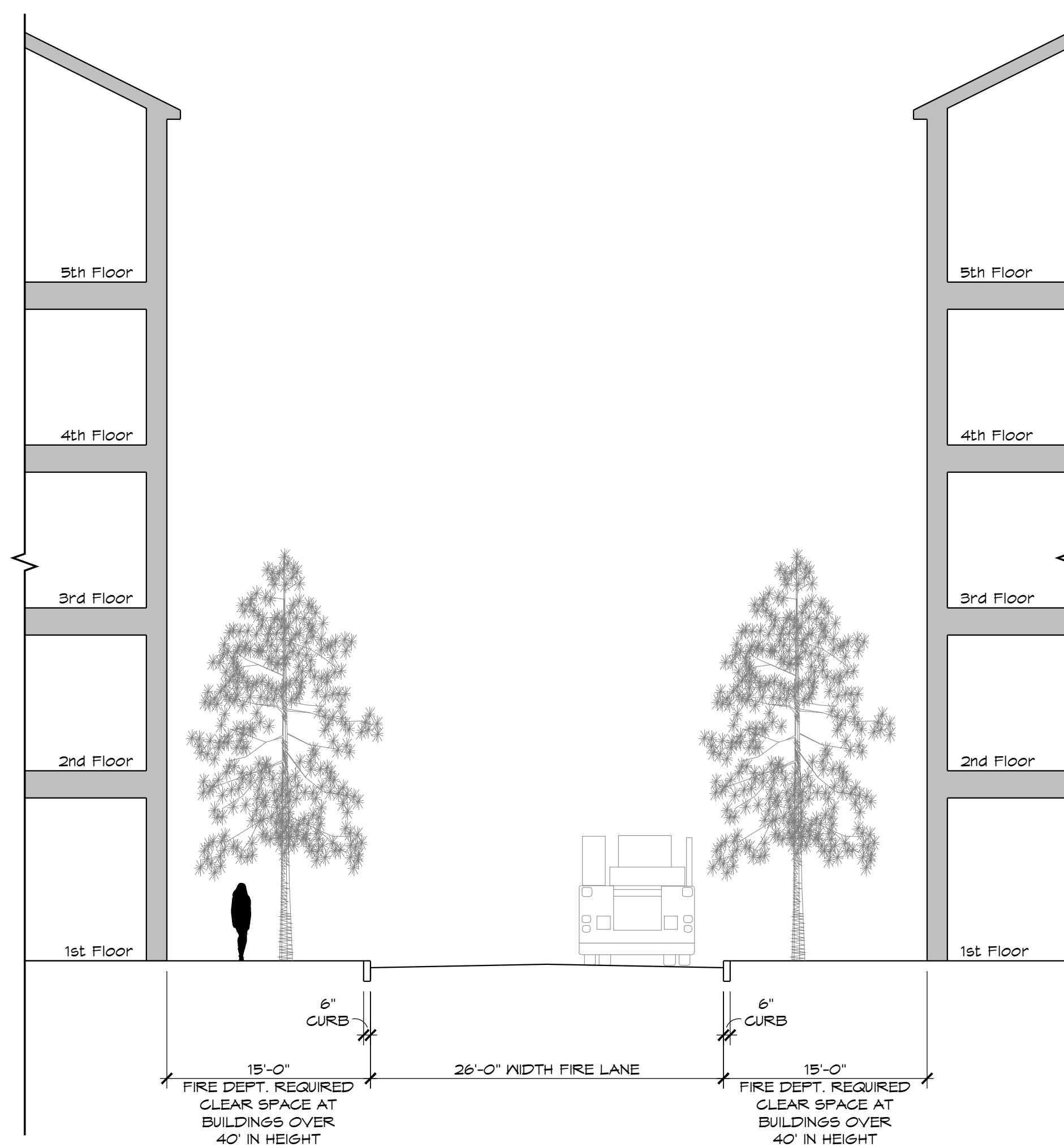
MID-RISE TO LOW-RISE W/ LOWER SIDEWALK



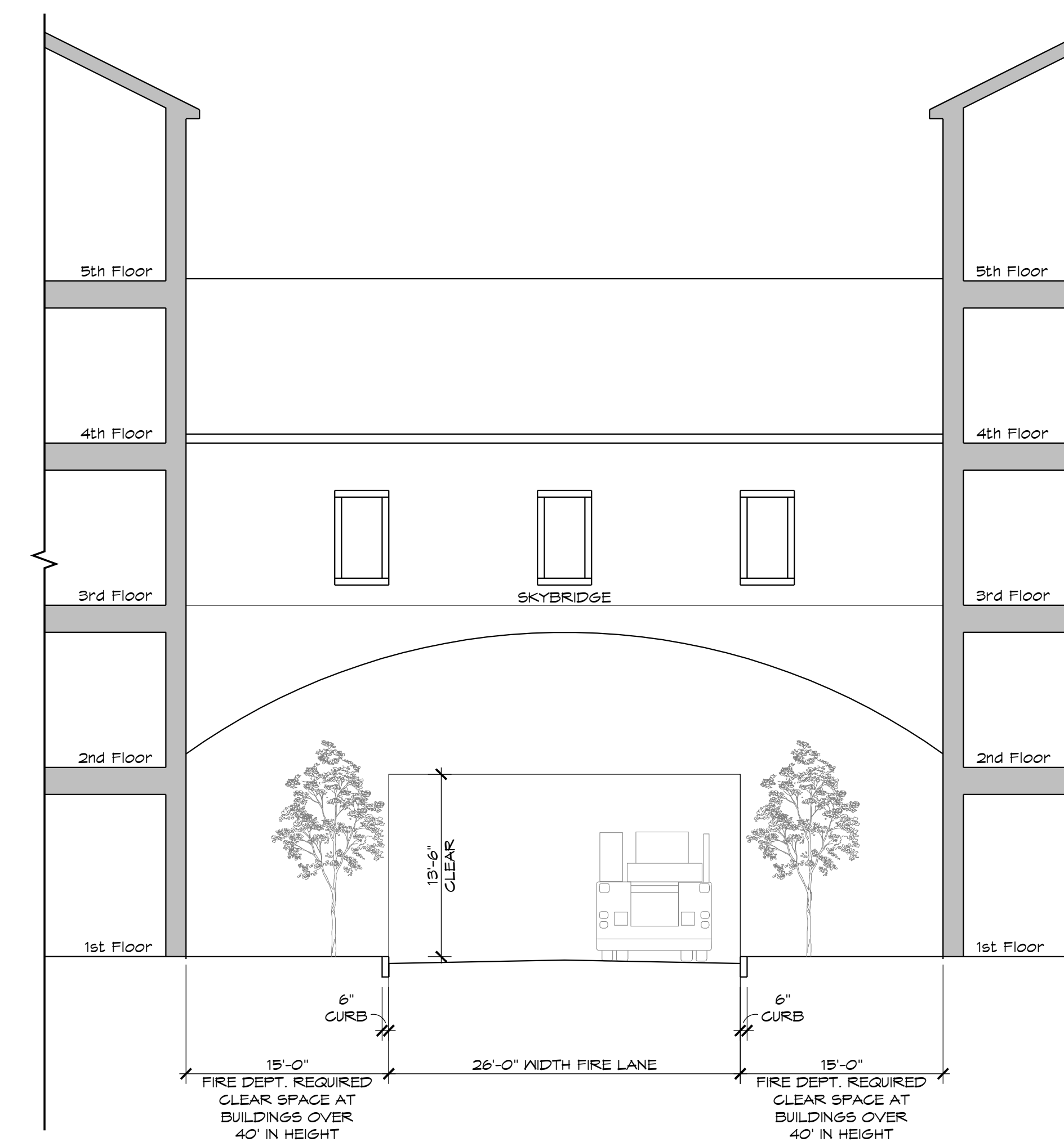
MID-RISE TO LOW-RISE AT PASSEGIATA



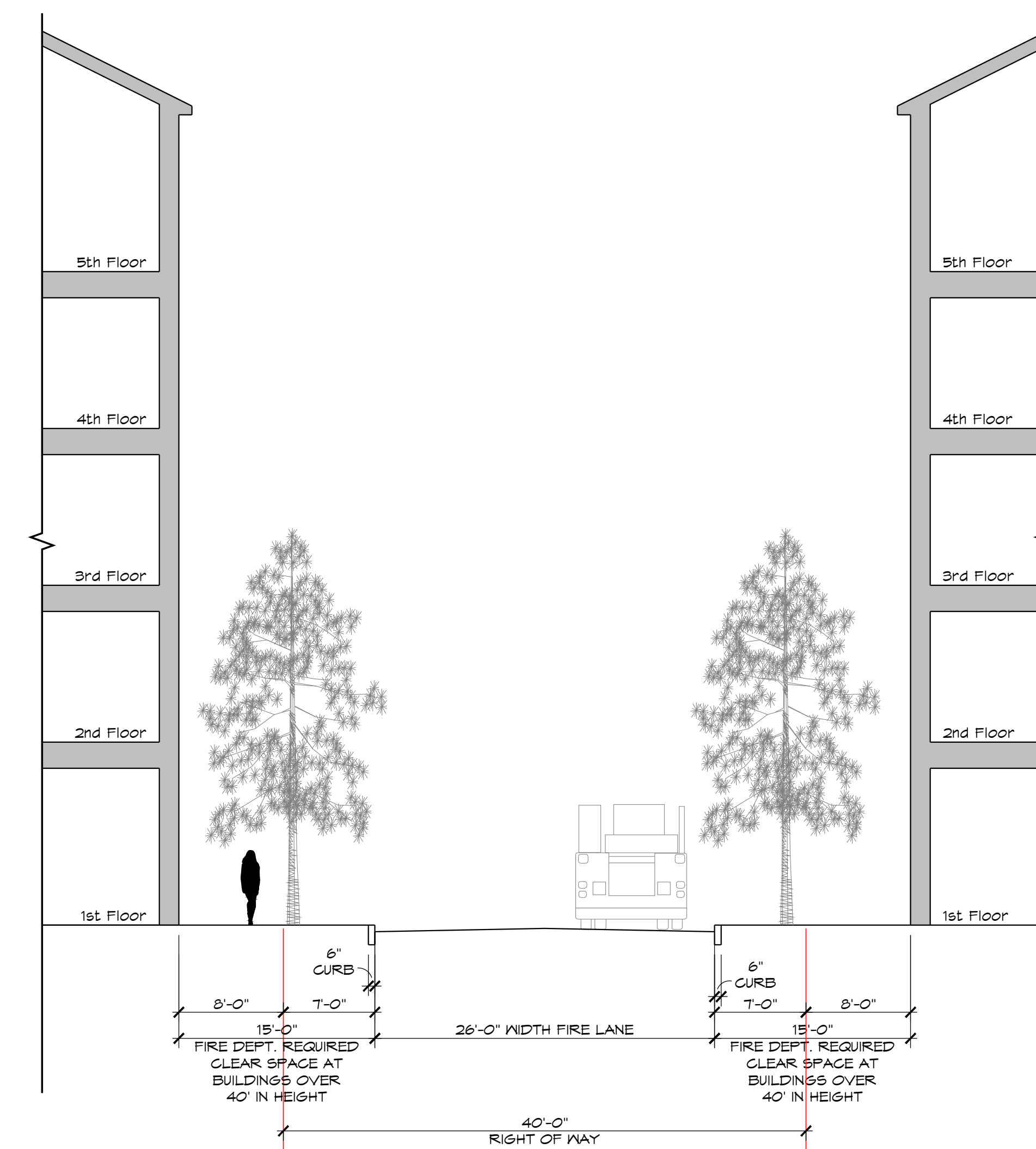
MID-RISE TO MID-RISE AT PASSEGIATA



MID-RISE TO MID-RISE CORRIDOR



SKYBRIDGE



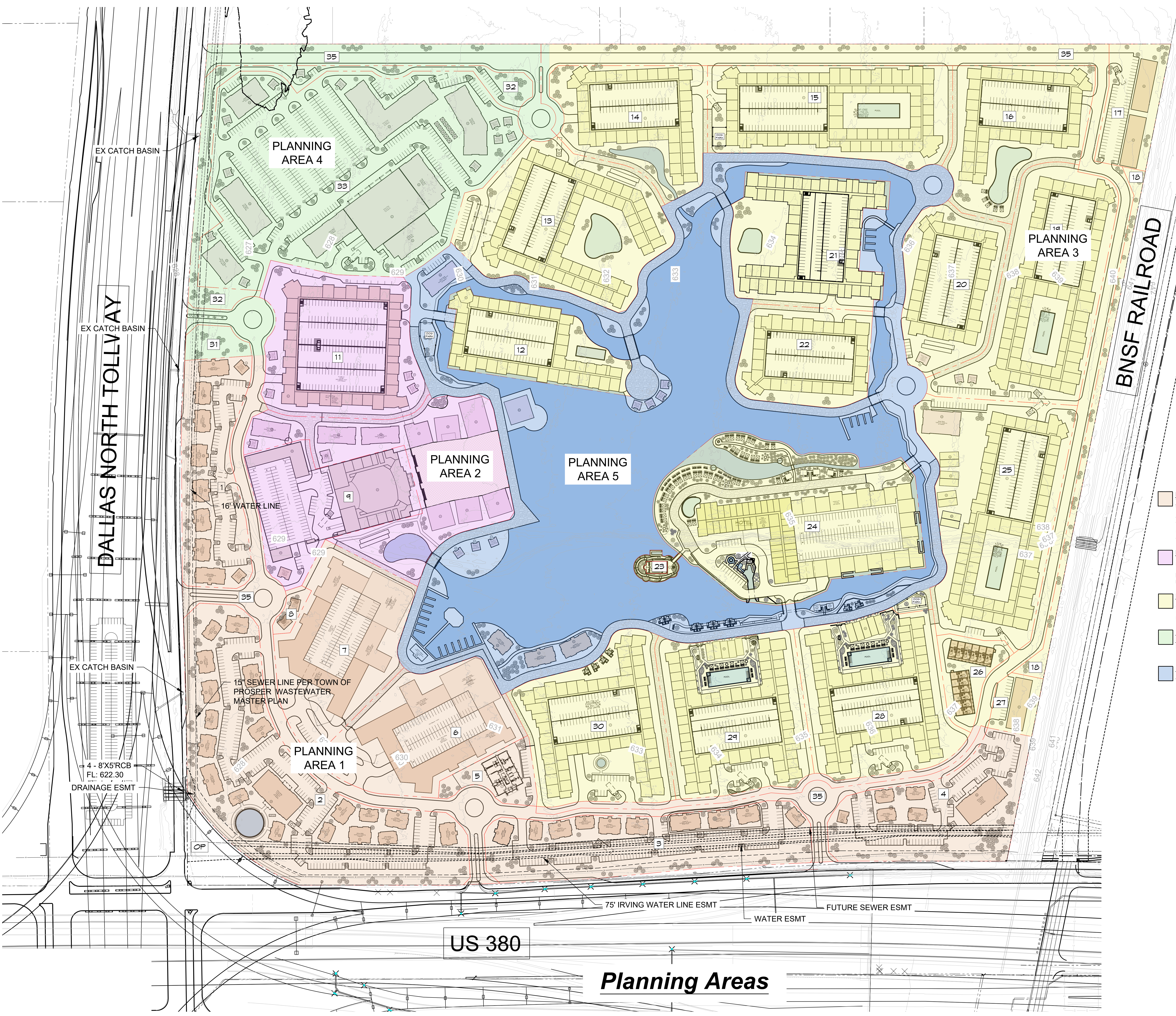
TYP. R.O.W.

OWNER: GODWIN INVESTMENTS, LTD.
10348 STRAIT LANE
DALLAS, TX 75229
214-638-6813
APPLICANT: BLACKSTONE COMMUNITIES
401 ADRIATIC PKWY.
MCKINNEY, TX 75072
214-914-1695

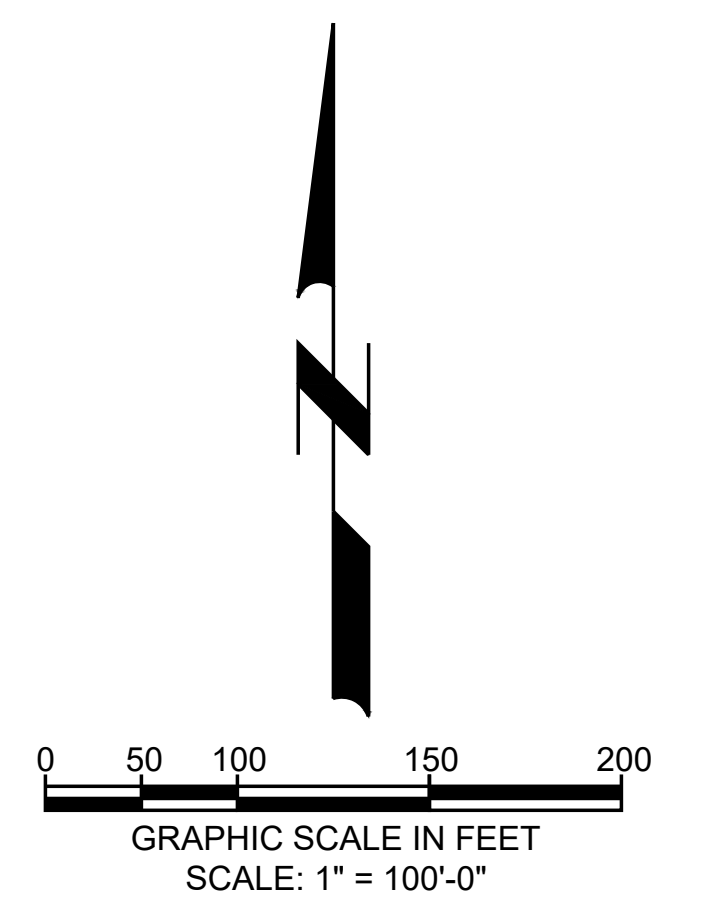
THOROUGHFARE AND STREET SECTIONS

THE MARCO

THOROUGHFARE AND STREET SECTIONS	142.996 ACRES	EX-K
PROJECT NO: ZONE-26-0009	DRAWN BY: GKD	July 23, 2026



- PLANNING AREA 1**
Tollway / 380 Frontage 1,250,962 S.F. 28.7 Acres 20%
The employment and hospitality frontage along the Dallas North Tollway and U.S. 380, accommodating office, a hotel, and structured parking, with the landscaped tollway edge required by the DNT Standards. Multifamily is set back from the Tollway frontage under B-5.2, reserving the frontage for office and hospitality.
- PLANNING AREA 2**
Village Core: 487,694 S.F. 11.2 Acres 8%
The mixed-use core at the lagoon, containing the public square, the performing arts venue, a hotel, canals, and a passeggiata, with ground-floor retail and the development's tallest building and tower elements.
- PLANNING AREA 3**
Waterfront / Neighborhood: 2,776,096 S.F. 63.7 Acres 45%
High-and mid-rise residential addressing the lagoon, at the highest residential densities in the development.
- PLANNING AREA 4**
Mercato: 643,543 S.F. 14.8 Acres 10%
Lower-intensity residential comprising villas, townhomes, and flats, together with live - work units and neighborhood-serving retail.
- PLANNING AREA 5**
Open Space / Lagoon: 1,061,214 S.F. 24.4 Acres 17%
The lagoon and its promenade, canals, and perimeter trail, serving as the development's central open space and as regional stormwater detention.



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10348 STRAIT LANE
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APPLICANT: BLACKSTONE COMMUNITIES
MR. JEFFORY D. BLACKARD
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214-914-1695



PLANNING AREAS	142.996 ACRES	EXHIBIT-M
PROJECT NO: ZONE-26-0009	DRAWN BY: GKD	July 23, 2026

The Marco

Overview:

The Marco brings a bit of Italy to Prosper with a lagoon at its core serving as regional stormwater detention and flowing from it are navigable canals.

Along the Dallas North Tollway and University Drive, high-rise and mid-rise buildings will house office, retail and hospitality uses. The design features a public square, performing arts venue, hotel, and ground floor retail at the core of the development and along the water.

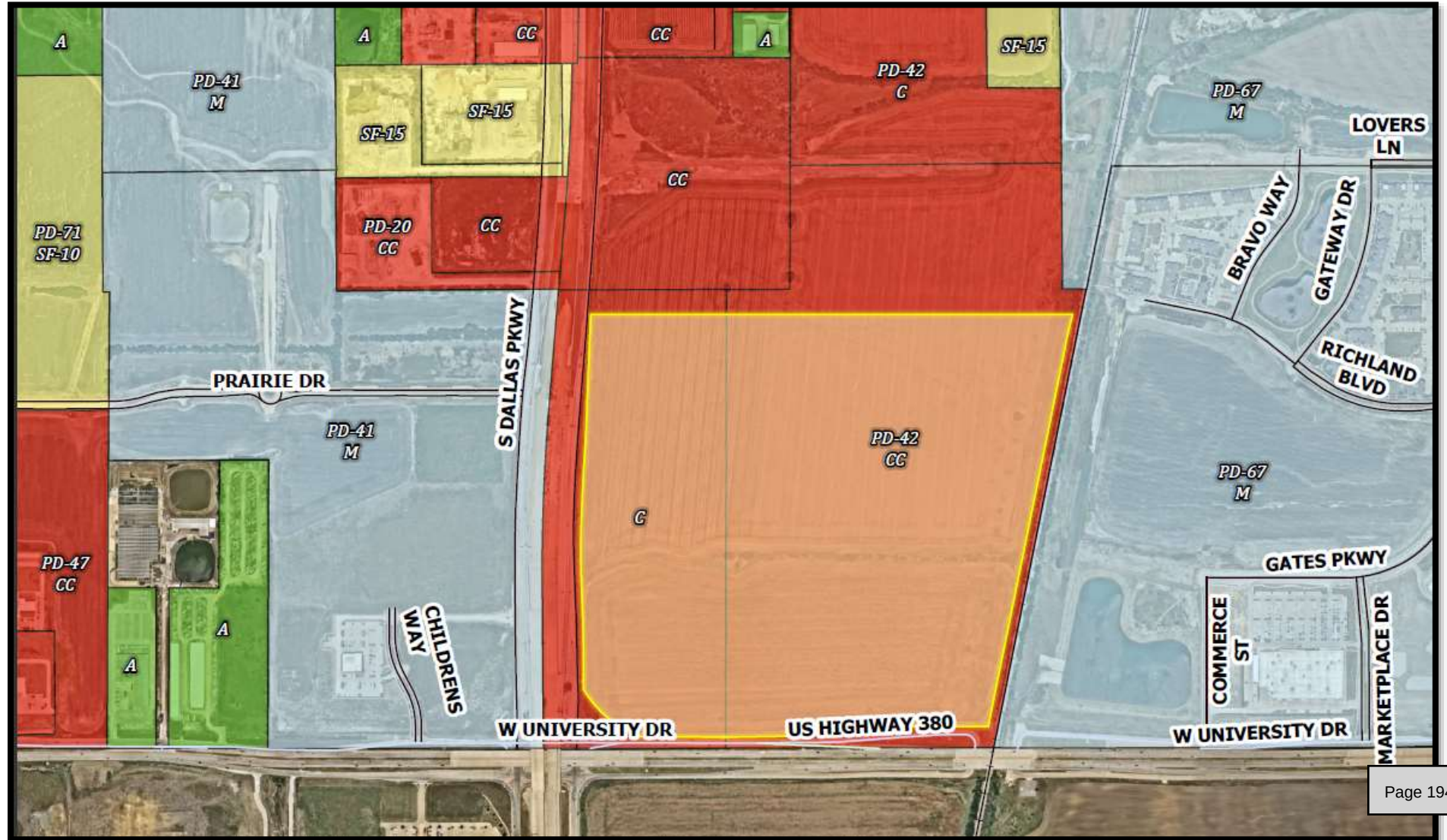
Residential components will include multifamily and condominium structures, lower-intensity neighborhood of villas, townhomes, flats, and an age-restricted enclave.

It is anticipated that the development will be able to provide one million square feet of office space, up to two hotels, a performing arts venue, a grocer and market hall, village retail and services, and a premium mixed residential population.

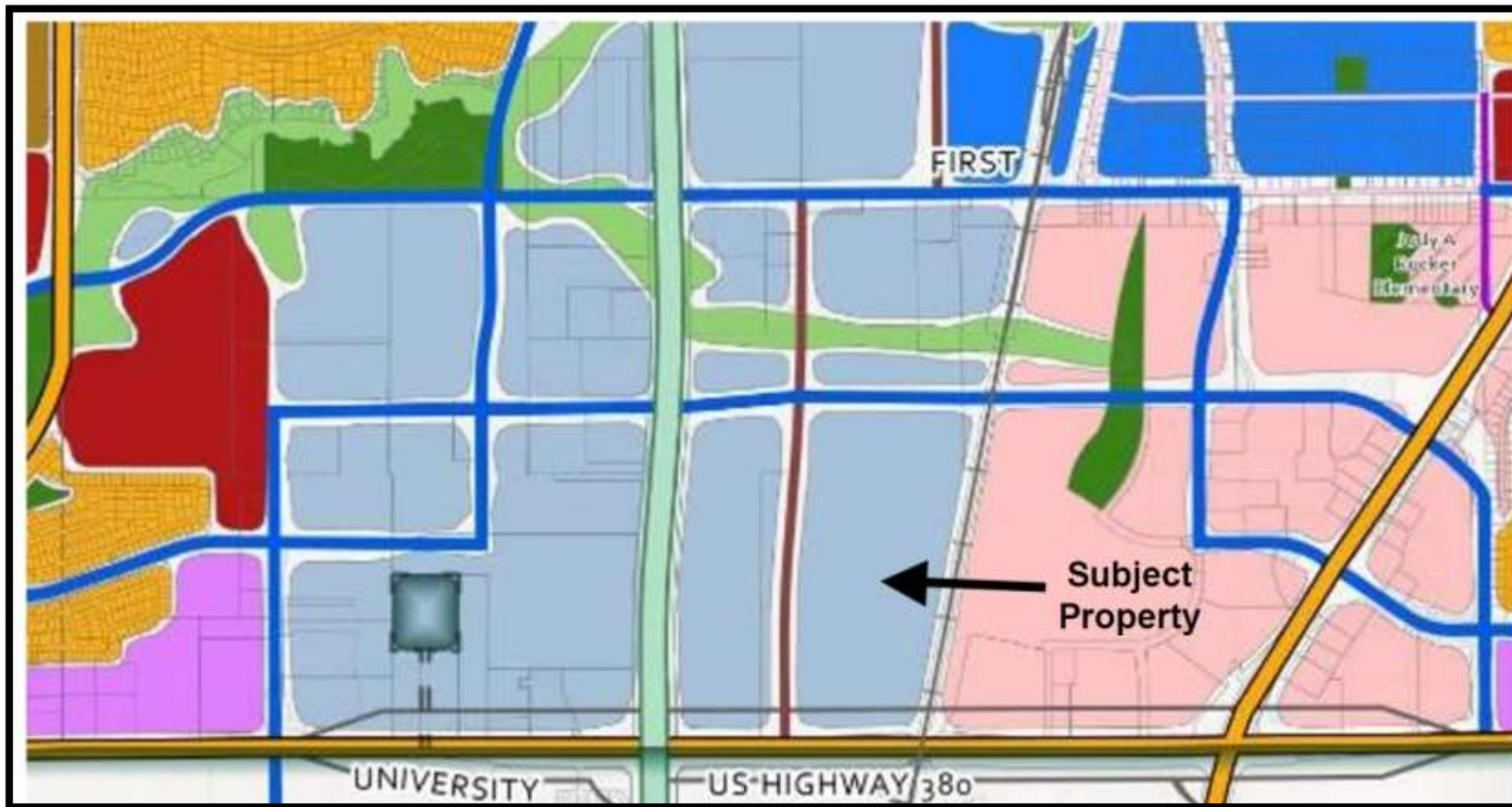
Aerial View



Zoning Map

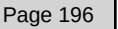


Future Land Use Plan



- Dallas North Tollway, Dedicated Truck Route
- 6 Lane Divided
- 4 Lane Divided
- Commercial Collector
- 3 Lane Undivided Couplet
- Access Roads
- Old Town Roads
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Retail & Neighborhood Services
- Business Park
- Old Town District
- Town Center
- Dallas North Tollway District
- US Highway 380 District
- Parks
- Floodplain
- School District Properties
- Town Limits
- ETJ

LEGEND	
1	OFFICE CONDOS
2	OFFICE CONDOS
3	OFFICE CONDOS
4	OFFICE CONDOS
5	PRE-SCHOOL
6	CORPORATE HEADQUARTERS
7	CORPORATE HEADQUARTERS
8	OFFICE
9	THE PHOENIX - PERFORMING ARTS CENTER
10	PLAZA
11	RETAIL
12	MULTIFAMILY OVER FITNESS CENTER
13	MULTIFAMILY- AGE RESTRICTED
14	MULTIFAMILY
15	MULTIFAMILY
16	MULTIFAMILY
17	LUXURY GARAGE FACILITY
18	COMMON AREA- OPEN SPACE
19	MULTIFAMILY
20	MULTIFAMILY
21	LUXURY MULTIFAMILY
22	LUXURY MULTIFAMILY
23	ISLAND CHAPEL
24	LUXURY HOTEL WITH CONDOS
25	MULTIFAMILY
26	TOWNHOMES
27	LUXURY GARAGE FACILITY
28	MULTIFAMILY
29	LUXURY MULTIFAMILY
30	MULTIFAMILY
31	COMMON AREA- OPEN SPACE
32	COMMON AREA- OPEN SPACE
33	RETAIL
34	LAGOON- OPEN SPACE
35	RIGHT OF WAY

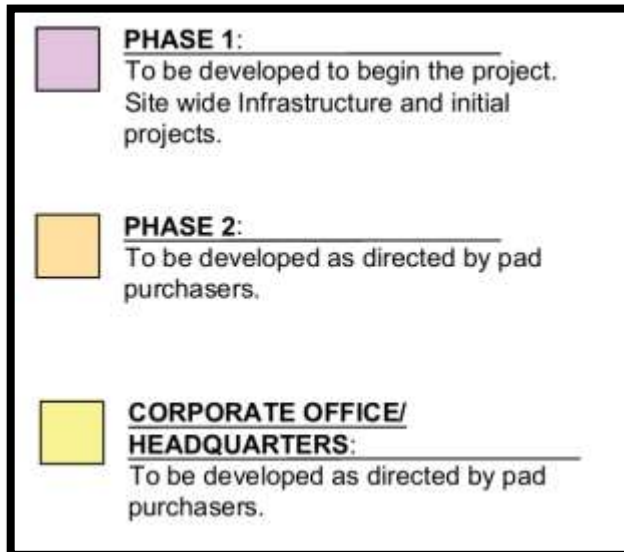


Phasing Plan

TIMING:

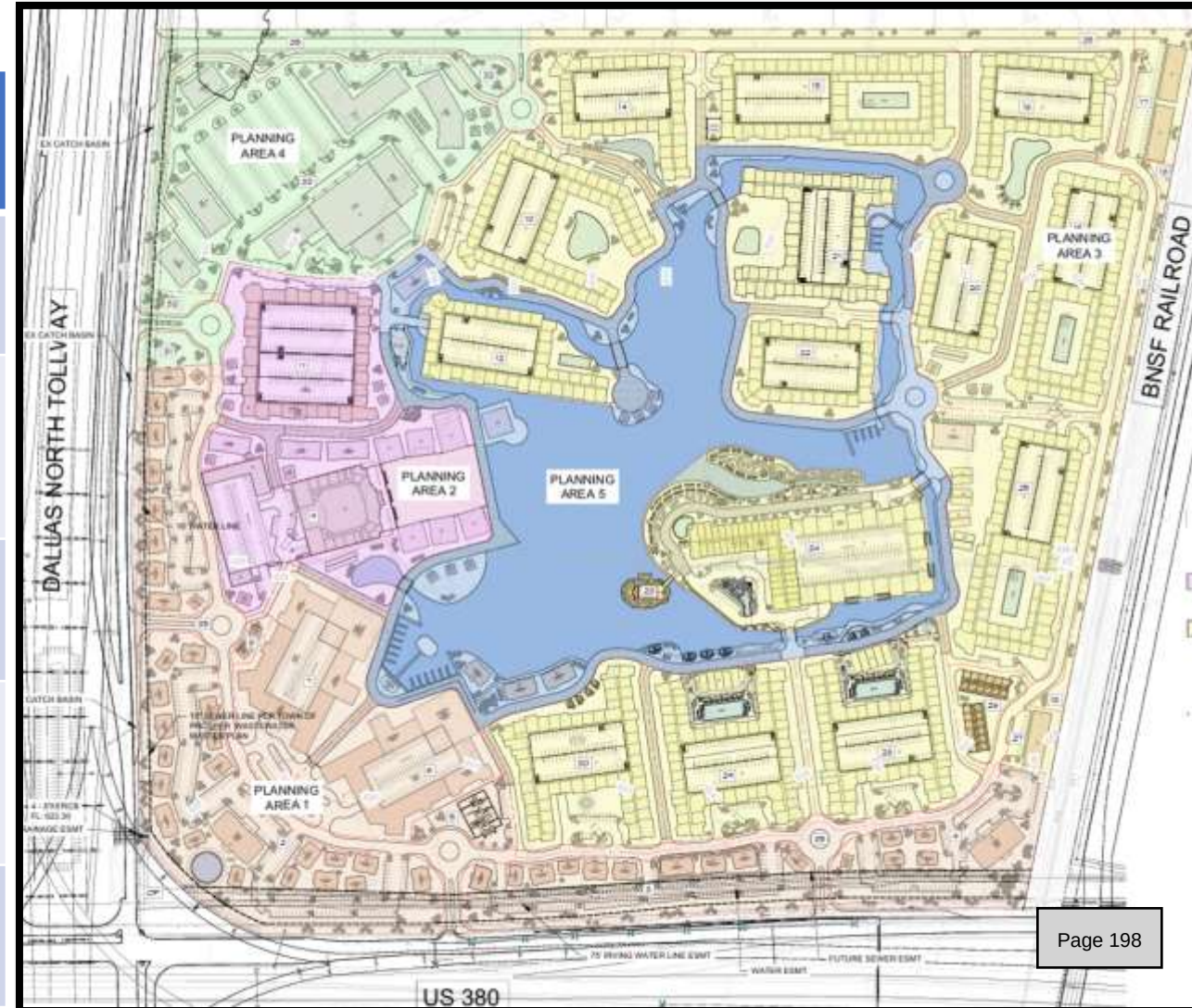
The phasing and development of this project is dependent upon market conditions and the construction of the Dallas North Tollway and Godwin Parkway. This schedule is conceptual and subject to change based on permitting, entitlements, and market conditions.

The project is expected to take 5-7 years from the commencement of construction to complete.



Planning Areas

Planning Area	Name	Base Zoning	Acres (+/-)	Primary Program	%
PA-1 	Tollway/ 380 Frontage	Commercial	24.5	Office, corporate campus, structured parking	17
PA-2 	Village Core	Commercial	11.2	Mixed-Use; Lagoon, square, performing arts venue, hotel retail	8
PA-3 	Waterfront/ Neighbor- hood	Multifamily	59.5	High- and mid-rise residential at the Lagoon	41
PA-4 	Mercato	Multifamily	12.3	Retail-forward market square with surrounding residential	9
PA-5 	Open Space/ Lagoon	Commercial	24.4	Lagoon, Passeggiata, trails, regional detention	17



Maximum Dwelling Units by Type

- Mid-Rise Flats are limited to 2,500 units
- High-Rise Residential (condominium or multifamily, more than five stories) are limited to 400 units.
- Retirement / Age-Restricted Housing is limited to 500 units.
- Villas, Townhomes, Cottages, Court Homes, and Live-Work Units are together limited to 1,000 units.
- The maximums stated for residential types other than Mid-Rise Flats may be adjusted among those types at Preliminary Site Plan, provided that Mid-Rise Flats do not exceed 2,500 units and the total number of dwelling units on the Property does not exceed 4,400 units.
- A maximum of two hotels is permitted.

Residential Building Type Standards

Type	Min. lot	Min. width	Max. height	Min. unit	Notes
Villa, detached	2,500 SF	35 ft	3 stories	1,200 SF	Private yard ≥ 200 SF
Villa, attached	1,800 SF	24 ft	3 stories	1,000 SF	
Townhome	1,400 SF	20 ft	3 stories	900 SF	3-6 units per building
Cottage	800 SF	15 ft	2 stories	400 SF	
Court Home	1,800 SF	24 ft	3 stories	1,000 SF	Not more than 2 units per building; shared court
Mid-Rise Flat	—	—	5 stories	500 SF	
High-Rise Residential	—	—	Per C-5.1	500 SF	

Unit-mix limits: studio and one-bedroom dwellings shall not exceed 70% and three-bedroom dwellings shall not exceed 10% of total dwellings.

Open Space

	PASSEGGIATA: The continuous promenade located at the edge of the lagoon.	211,824 s.f.	4.86 ac
	GREEN SPACE: Landscaped areas to count towards the Open Space Calculation.	360,814 s.f.	8.28 ac
	LAGOON & CANALS: Water surface to count towards the Open Space Calculation.	675,670 s.f.	15.51 ac
TOTALS:		1,248,309 s.f.	28.66 ac



Building Heights

- AREA A:**
14 stories / 190 ft
- AREA B:**
8 stories / 160 ft
- PERIMETER:**
Within 75 ft of off-site single-family-zoned property:
2 stories / 40 ft; thereafter 1 ft of additional setback
per 1 ft of height above 40 ft





The Canal District



The Hotel



The Retail Promenade



The Office Condominiums



ARRIVAL & GATEWAY

An arrival piazza organized around a central fountain and framed by cypress, giving the district a formal point of entry. The campanile beyond fixes the skyline and orients the visitor from the first moment.



WATER, CANALS & LAGOON



WATER, CANALS & LAGOON

The lagoon promenade in daylight: a broad stone walk holds the water's edge while an arcaded frontage shades the shops behind. The open water gives the district its central view and its recreational spine.



WATER, CANALS & LAGOON



STREETS, ARCADES & STOREFRONTS

A civic loggia: a two-story arcade of stone piers sheltering a ground-floor market hall, its upper gallery glazed and lit. The type gives the village a covered public room at the heart of the retail core.



STREETS, ARCADES & STOREFRONTS

A storefront under the arcade — here a barber's shop — showing the intended grain of retail tenancy: individual signs, warm interiors, and glazed shopfronts held within a continuous masonry frame.



STREETS, ARCADES & STOREFRONTS



STREETS, ARCADES & STOREFRONTS

Fire Code Compliance:

Full compliance with the Town Fire Code is required and will be reviewed during the Preliminary Site Plan and Site Plan submissions. Fire equipment and access to the lake will need to be provided and may require dedicated fire related buildings at dock location and through the development.

Zoning does not include compliance with Town Fire Code, nor does it include fire hydrants, and fire lane layout. Review of the zoning does not grant or otherwise provide said approval to the Town Fire Code. Full compliance will be reviewed during PSP and SP submittal and may require the site is reconfigured and modified from that shown in the concept plan and/or zoning exhibits. Fire equipment and access to the lake will need to be provided and may include dedicated fire related buildings at a dock(s) location and throughout the development at locations and types to be determined.

Engineering Standard Compliance:

The conceptual layout generally depicts intent, but the final layout shall be determined at the time of Preliminary Site Plan and meet all Town requirements, including Engineering Design Standards and all applicable standards listed throughout the Unified Development Code. In addition, all other local, state, and federal regulations as it relates to the floodplain and waters of the U.S., or other, shall be adhered.

The conceptual layout generally depicts intent, but final layout shall be determined at time of Preliminary Site Plan, and shall meet all Town requirements including, but not limited to, ALL Engineering Code Requirements. Engineering Design Standards as it relates to driveway spacing, throat depth and turn lane requirements, standard Town Landscape requirements if not otherwise defined in Exhibit C (Development Standards), and all development standards listed throughout the Town Zoning Ordinance also if not otherwise defined in Exhibit C. In addition, all other local, state, and federal regulations as it relates to the floodplain and waters of the US, other shall be adhere. There are no vested rights with the approval of the layout of this zoning case depicted in Exhibit D.

Recommendation

Noticing:

- Friday, September 4th
 - No Response

Town Recommendation:

- Town Staff recommends approval of the Planned Development.

Planning and Zoning Commission Recommendation:

- On August 18, 2026, the Commission approved the item by a vote of 4-2.



FINANCE

To: Mayor and Town Council

From: Colin Ashby, Budget Officer & Grant Administrator

Through: Mario Canizares, Town Manager
Bob Scott, Deputy Town Manager
Chris Landrum, Finance Director

Re: Solid Waste Fund FY 2025 – 2026 Budget Amendment

Town Council Meeting – September 22, 2026

Strategic Visioning Priority: Provide Excellent Municipal Services

Agenda Item:

Consider and act upon an ordinance amending Ordinance No. 2026-41 (FY 2025-2026 Annual Budget). (CL)

Description of Agenda Item:

The proposed ordinance is amending the Solid Waste Fund Budget for the FY 2025-2026 Budget. In the FY 2025-2026 budget development, the allowed contract increase was not accounted for and in March, Republic Inc. increased their billing by 5%, the maximum allowed in their contract. Solid Waste billing occurs for the prior period each month and forecasting was not accurate to account for the 5% increase and the growth in accounts during the FY 2025-2026 Midyear budget development. This amendment will account for the remaining expenses through the end of FY 2025-2026, which are rate supported and will be recouped during monthly utility billing.

Budget Impact:

The Solid Waste Fund expenditures will increase by \$260,000 in FY 2025-2026. However, the revenue budget was accounted for appropriately in the FY 2025-2026 Amended Budget. Revenues are driven from billing tied to the cost of the Solid Waste Management contract with Republic Inc.

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. Exhibit A

Town Staff Recommendation:

Town Staff recommends approval of amending Ordinance No. 2026-41 (FY 2025-2026 Annual Budget) to provide funding for increased expenditures in the Solid Waste Fund.

Proposed Motion:

I move to approve amending Ordinance No. 2026-41 (FY 2025-2026 Annual Budget) to provide funding for increased expenditures in the Solid Waste Fund.

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

AN ORDINANCE OF THE TOWN OF PROSPER, TEXAS, AMENDING ORDINANCE NO. 2026-41 (FY 2025-2026 BUDGET) TO FUND INCREASED EXPENDITURES OF \$260,000 IN THE SOLID WASTE FUND BUDGET AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, the Town Council of the Town of Prosper, Texas ("Town Council"), has investigated and determined that it will be beneficial and advantageous to the residents of the Town of Prosper, Texas ("Prosper"), to amend Ordinance No. 2026-41 (FY 2025-2026 Budget) for the purposes listed in Exhibit "A," attached hereto and incorporated herein by reference; and

WHEREAS, the changes will result in budgeted funds being allocated.

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 Ordinance No. 2026-41 (FY 2025-2026 Budget). Ordinance No. 2026-41 (FY 2025-2026 Budget) is hereby amended to allow for increases to appropriations as shown in Exhibit "A," attached hereto and incorporated herein by reference.

SECTION 3

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

SECTION 4

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, sentence, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION 5

Effective Date. This Ordinance shall become effective immediately upon its passage.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 22ND DAY OF SEPTEMBER, 2026.

TOWN OF PROSPER, TEXAS

David F. Bristol, Mayor

ATTEST TO:

Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney

EXHIBIT A**Summary of Budget Book Totals**

ANNUAL FUNDS	AMENDED BUDGET 2025-2026	CHANGES	FINAL AMENDED 2025-2026
GENERAL FUND	\$ 64,883,355	\$ -	\$ 64,883,355
WATER/SEWER FUND	45,972,325	\$ -	\$ 45,972,325
DEBT SERVICE (I&S)	21,709,180	\$ -	\$ 21,709,180
TIRZ # 1	6,483,373	\$ -	\$ 6,483,373
TIRZ # 2	184,122	\$ -	\$ 184,122
CRIME CONTROL AND PREVENTION SPECIAL PURPOSE DISTRICT	3,511,755	\$ -	\$ 3,511,755
FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES SPECIAL PURPOSE DISTRICT	3,512,955	\$ -	\$ 3,512,955
PARK DEDICATION/IMPROVEMENT	2,150,000	\$ -	\$ 2,150,000
IMPACT FEES	18,712,229	\$ -	\$ 18,712,229
SPECIAL REVENUE	1,054,060	\$ -	\$ 1,054,060
HOTEL OCCUPANCY TAX FUND	-	\$ -	\$ -
STORM DRAINAGE	1,395,902	\$ -	\$ 1,395,902
SOLID WASTE	4,094,356	\$ 260,000	\$ 4,354,356
VERF	2,808,199	\$ -	\$ 2,808,199
HEALTH INSURANCE TRUST	7,240,659	\$ -	\$ 7,240,659
GRAND TOTAL OF ANNUAL FUNDS	\$ 183,712,470	\$ 260,000	\$ 183,972,470



CODE COMPLIANCE

To: Mayor and Town Council

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

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

Re: Property Maintenance Ordinance Amendment

Town Council Meeting – September 22, 2026

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon an ordinance repealing existing Article 6.03, "Maintenance of Property," of the Town's Code of Ordinances and replacing it with a new Article 6.03, "Maintenance of Property," related to solid waste collection; regulation of weeds, rubbish, brush, and other objectionable, unsightly, or unsanitary matter; and notice of violation for abatement purposes.

Description of Agenda Item:

The proposed amendments clarify and strengthen property maintenance standards, improve enforcement procedures, and support the Town's efforts to protect public health, safety, and welfare. Changes include strengthening the Town's requirement to use Republic Services for solid waste collection, and enhanced regulation of property maintenance standards.

Budget Impact:

The ordinance may result in the recovery of a portion of abatement and administrative costs through assessed fees. Any additional revenue is expected to be minimal and will be absorbed within the adopted budget.

Legal Obligations and Review:

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

Attached Documents:

1. Ordinance
2. Ordinance – Redline Version

Town Staff Recommendation:

Town Staff recommends that the Town Council approve an ordinance repealing existing Article 6.03, "Maintenance of Property," of the Town's Code of Ordinances and replacing it with a new Article 6.03, "Maintenance of Property," related to solid waste collection; regulation of weeds,

rubbish, brush, and other objectionable, unsightly, or unsanitary matter; and notice of violation for abatement purposes.

Item 16.

Proposed Motion:

I move to approve an ordinance repealing existing Article 6.03, "Maintenance of Property," of the Town's Code of Ordinances and replacing it with a new Article 6.03, "Maintenance of Property," related to solid waste collection; regulation of weeds, rubbish, brush, and other objectionable, unsightly, or unsanitary matter; and notice of violation for abatement purposes.

TOWN OF PROSPER, TEXAS

ORDINANCE NO. 2026-__

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, REPEALING EXISTING ARTICLE 6.03, "MAINTENANCE OF PROPERTY," OF THE TOWN'S CODE OF ORDINANCES AND REPLACING IT WITH A NEW ARTICLE 6.03, "MAINTENANCE OF PROPERTY," RELATED TO SOLID WASTE COLLECTION; REGULATION OF WEEDS, RUBBISH, BRUSH, AND OTHER OBJECTIONABLE, UNSIGHTLY, OR UNSANITARY MATTER; AND NOTICE OF VIOLATION FOR ABATEMENT PURPOSES; MAKING FINDINGS; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVINGS, AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

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

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

SECTION 1

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

SECTION 2

From and after the effective date of this Ordinance, existing Article 6.03, "Maintenance of Property," of the Town's Code of Ordinances is hereby repealed and replaced with a new Article 6.03, "Maintenance of Property," to read as follows:

* * *

"Article 6.03 – Maintenance of Property"

6.03.001. Definitions.

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

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

Brush means scrub vegetation or dense undergrowth.

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

Filth means any matter in a putrescent state.

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

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

beings.

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

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

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

Owner means a person having record title to real property.

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

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

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

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

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

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

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

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

- (a) All persons, companies, corporations, businesses, residential, industrial and commercial establishments within the town shall be required to use the solid waste disposal and recycling services provided by the town; all single-family residential accounts receiving monthly bills for solid waste services shall be required to use the household hazardous waste services provided by the town, and pay the solid waste collection, recycling, and household hazardous waste charges as established by Appendix A to this Code.
- (b) Solid waste and recycling materials shall be collected in the town by one (1) or more contractors which shall operate under a franchise agreement or permit granted by the town.
- (c) The town shall be the sole provider of solid waste collection, including temporary roll-off open top construction containers, residential and multifamily recycling services.

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

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

- (a) The owner or occupant of any property or a portion thereof, occupied or unoccupied, shall not keep, store, allow, maintain, permit, or accumulate upon any property any refuse, trash and debris, stagnant water, filth, carrion, junk, garbage, impure or unwholesome matter, or objectionable, unsightly, or unsanitary matter that:
 - (1) Is visible from a street or alley;
 - (2) Creates or may create an unsanitary condition likely to attract or harbor mosquitoes, rodents, vermin, or disease carrying pests; or
 - (3) Emits a noxious odor.
- (b) The owner or occupant of any property or a portion thereof, occupied or unoccupied, within the town, shall not allow, maintain, or permit upon any property grass, weeds, brush, or other unsightly vegetation to grow thereon to a height greater than 12 inches. Such property shall include the area between the property and the curb or edge of pavement of any adjacent street or alley. With respect to uncultivated or agricultural properties, the owner or occupant of such property shall be required to maintain grass, weeds, brush, or other unsightly vegetation to a height less than 12 inches only within 10 feet of any adjacent public sidewalk, street, or highway, and in accordance with Section 251.0055 of the Texas Agriculture Code, as amended.
- (c) A violation of this section 6.03.002 is hereby declared to be a nuisance if it exists within the corporate limits of the town or within 5,000 feet of such limits. It shall further be unlawful for a person who owns, manages, or controls a property to allow such property to be used in a manner that violates this section.

6.03.004. Notice of Violation for Abatement Purposes

- (a) In the event that any owner, occupant, or person in control of any property, occupied or unoccupied, within the town, fails to comply with the requirements of section 6.03.002 of this article, the Town shall give notice of the violation to the property owner as follows, prior to initiating abatement:
 - (1) Personally to the owner in writing;
 - (2) By letter addressed to the owner at the owner's address as recorded in the appraisal district records of the appraisal district in which the property is located; or
 - (3) If personal service cannot be obtained:
 - (A) By publication at least once in the Town's official newspaper;
 - (B) By posting the notice on or near the front door of each building on the property to which the violation relates; or
 - (C) By posting the notice on a placard attached to a stake driven into the ground on

the property to which the violation relates.

- (b) If the town mails a notice to the property owner in accordance with subsection (a) and the United States Postal Service returns the notice as "refused," "unclaimed" or if the address required by subsection (a)(2) was used and the notice is returned as "not deliverable as addressed" (or an equivalent marking), the validity of the notice is not affected, and the notice is considered as delivered.
- (c) The owner or occupant of any property or a portion thereof, occupied or unoccupied, within the town, shall not allow, maintain, or permit upon any sidewalk or curb associated with such property any grass, weeds, brush, or other unsightly vegetation to grow thereon or onto a sidewalk or curb. The sidewalk shall remain passable, and the owner shall be responsible for mowing, edging and/or removing the grass, weeds, brush, or unsightly vegetation on any sidewalk so as not to create an unsightly appearance or impede safe passage upon sidewalks by those residents who traverse the sidewalks.
- (d) The gutter associated with any curb associated with such property shall remain passable for the flow or passage of water, and the owner shall be responsible for mowing, edging and/or removing the grass, weeds, brush, or unsightly vegetation on any curb so as not to create an unsightly appearance or impede the flow or passage of water into any gutter associated with such property.
- (e) In a notice provided under this section, the town may inform the owner in accordance with subsection (a) that if the owner commits another violation of the same kind or nature that poses a danger to the public health and safety on or before the first anniversary of the date of the notice, the town, without further notice, may correct the violation by initiating abatement at the owner's expense and assess the expense against the property. If a violation covered by a notice under this subsection occurs within the one-year period, and the town has not been informed in writing by the owner of an ownership change, then the town may, without notice, take any action permitted in this article and assess its expenses as provided in this article.
- (f) If the owner or occupant of a property does not comply with the requirements of this article within seven days of notice of violation, the town may:
 - (1) Issue a citation to the owner or occupant for every day that the violation continues to exist; and/or
 - (2) Do the work or make the improvements required to abate the violation; and/or
 - (3) Pay for the work done or the improvements made and charge the expenses to the owner of the property.
- (g) In the event that the Town must do the work or make the improvements required to abate any violation or pay for the work done or the improvements made, the Town may impose an Abatement Administrative Fee, as set forth in the Fee Schedule, Appendix A, to the Town's Code of Ordinances, as amended.

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

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

- (b) In the event that the owner fails or refuses to pay the expense incurred under § 6.03.003(d) within 30 days after the first day of the month following the month in which the work was done, the Town Administrator or his/her designee shall obtain a lien against the property by filing a statement of expenses incurred in abating the violation with the County Clerk [of the county] in which the subject property is located. The statement must also state the name of the owner, if known, and the legal description of the property. The lien attaches upon the filing of the statement with the County Clerk.
- (c) The lien is security for the expenditures made and interest accruing at the rate of ten percent per annum on the amount due from the date of payment by the town.
- (d) The town's lien shall be privileged and shall be inferior only to tax liens and liens for street improvements.
- (e) The town may bring a suit for foreclosure in the name of the town to recover the expenditures and interest due. The statement of expenses or a certified copy of the statement is prima facie proof of the expenses incurred by the town in doing the work or making the improvements.
- (f) The remedy provided by this section is in addition to the remedy provided by § 6.03.006 below.

6.03.006. Authority to immediately abate dangerous weeds.

- (a) Notwithstanding any of the foregoing sections, the town may abate, without notification, weeds that:
 - (1) Have grown higher than 48 inches; and
 - (2) Are an immediate danger to the health, life, or safety of any person.
- (b) The town must give notice, in the manner provided in § 6.03.003, to the property owner no later than the tenth day after the date the town abates weeds under this section. The notification shall contain:
 - (1) An identification, which is not required to be a legal description, of the property;
 - (2) A description of the violation(s) of this article that occurred on the property;
 - (3) A statement that the town abated the weeds; and
 - (4) An explanation of the property owner's rights to request an administrative hearing regarding the town's abatement of the weeds.
- (c) The town, by and through its Town Administrator or his/her designee, shall conduct an administrative hearing on the abatement of weeds under this section if, not later than the 30th day after the date of the abatement of the weeds, the owner files a written request for a hearing with the town.
- (d) The town shall conduct the administrative hearing not later than the 20th day after the date a request for hearing is filed. At the administrative hearing, the owner may testify or present any witnesses or written information relating to the town's abatement of the weeds.
- (e) The town may assess expenses and create liens under this section in the same manner

and subject to the same conditions as set forth in § 6.03.004 above.

- (f) The authority granted the town by this section is in addition to the authority granted by § 6.03.003.

6.03.007. Penalty for violation.

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

* * *

SECTION 3

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

SECTION 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 from being commenced for any violation if occurring prior to the repeal of the Ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 5

Any person, firm, corporation, or business entity violating this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be subject to a fine not to exceed the sum of two thousand dollars (\$2,000.00), and each and every day such violation shall continue shall constitute a separate offense.

SECTION 6

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

DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 22nd DAY OF SEPTEMBER, 2026.

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney

ARTICLE 6.03 MAINTENANCE OF PROPERTY

§ 6.03.001. Definitions.

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

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

Brush means scrub vegetation or dense undergrowth.

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

Filth means any matter in a putrescent state.

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

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

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

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

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

Owner means a person having record title to real property.

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

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

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

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

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

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

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

(Ordinance 04-118, § 2, adopted 12/21/2004; Ordinance 2024-55 adopted 8/13/2024)

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

- (a) All persons, companies, corporations, businesses, residential, industrial and commercial establishments within the town shall be required to use the solid waste disposal and recycling services provided by the town; all single-family residential accounts receiving monthly bills for solid waste services shall be required to use the household hazardous waste services provided by the town, and pay the solid waste collection, recycling, and household hazardous waste charges as established by Appendix A to this Code.
- (b) Solid waste and recycling materials shall be collected in the town by one (1) or more contractors which shall operate under a franchise agreement or permit granted by the town.
- (c) The town shall be the sole provider of solid waste collection, including temporary roll-off open top construction containers, residential and multifamily recycling services.
- (d) It shall be unlawful for any person, business, company or corporation to engage in the business of solid waste collection removal and transport in the town without first having obtained a franchise agreement or permit therefor from the town.

§ 6.03.0023. Regulation of weeds, rubbish, brush, and other objectionable, unsightly, or unsanitary matter.

- (a) The owner or occupant of any property or a portion thereof, occupied or unoccupied, shall not keep, store, allow, maintain, permit, or accumulate upon any property any refuse, trash and debris, stagnant water, filth, carrion, junk, garbage, impure or unwholesome matter, or objectionable, unsightly, or unsanitary matter that:
- (1) Is visible from a street or alley;
 - (2) Creates or may create an unsanitary condition likely to attract or harbor mosquitoes, rodents, vermin, or disease carrying pests; or
 - (3) Emits a noxious odor.
- (b) The owner or occupant of any property or a portion thereof, occupied or unoccupied, within the town, shall not allow, maintain, or permit upon any property grass, weeds, brush, or other unsightly vegetation to grow thereon to a height greater than 12 inches. Such property shall include the area between the property and the curb or edge of pavement of any adjacent street or alley. With respect to uncultivated or agricultural properties, the owner or occupant of such property shall be required to maintain grass, weeds, brush, or other unsightly vegetation to a height less than 12 inches only within 100 feet of any adjacent public sidewalk, street, or highway, and in accordance with Section

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§ 6.03.003

~~251.0055 of the Texas Agriculture Code, as amended.alley, or property of different ownership.~~

- (c) A violation of this section 6.03.002 is hereby declared to be a nuisance if it exists within the corporate limits of the town or within 5,000 feet of such limits. It shall further be unlawful for a person who owns, manages, or controls a property to allow such property to be used in a manner that violates this section.

(Ordinance 04-118, § 3, adopted 12/21/2004; Ordinance 10-068, adopted 7/27/2010; Ordinance 2026-15 adopted 3/24/2026)

~~§ 6.03.0034. Notice of Violation for Abatement Purposes. Regulation of weeds, rubbish, brush, and other objectionable, unsightly, or unsanitary matter.~~

- (a) In the event that any owner, ~~or~~ occupant, ~~or person in control~~ of any property, occupied or unoccupied, within the town, fails to comply with the requirements of section 6.03.002 of this article, the Town ~~Administrator or his/her designee~~ shall give notice of the violation to the property owner as follows, prior to initiating abatement:

- (1) Personally to the owner in writing;
- (2) By letter addressed to the owner at the owner's address as recorded in the appraisal

district records of the appraisal district in which the property is located; or

(3) If personal service cannot be obtained:

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

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

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

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

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

(d) ~~The owner or occupant of any property or a portion thereof, occupied or unoccupied, within the town, shall not allow, maintain, or permit upon any curb associated with such property any grass, weeds, brush, or other unsightly vegetation to grow thereon or onto a curb.~~ The gutter associated with any such curb associated with such property shall remain passable for the flow or passage of water, and the owner shall be responsible for mowing, edging and/or removing the grass, weeds, brush, or unsightly vegetation on any curb so as not to create an unsightly appearance or impede the flow or passage of water into any gutter associated with such property.

(e) In a notice provided under this section, the town may inform the owner in accordance with subsection (a), by regular mail and a posting on the property, or by personally delivering the notice, that if the owner commits another violation of the same kind or nature that poses a danger to the public health and safety on or before the first anniversary of the date of the notice, the town, without further notice, may correct the violation by initiating abatement at the owner's expense and assess the expense against the property. If a violation covered by a notice under this subsection occurs within the one-year period, and the town has not been informed in writing by the owner of an ownership change, then the town may, without notice, take any action permitted in this article and assess its expenses as provided in this article.

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

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

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- (2) Do the work or make the improvements required to abate the violation; and/or
 - (3) Pay for the work done or the improvements made and charge the expenses to the owner of the property.
 - (g) In the event that the Town must do the work or make the improvements required to abate any violation or pay for the work done or the improvements made, the Town may impose an Abatement Administrative Fee, as set forth in the Fee Schedule, Appendix A, to the Town's Code of Ordinances, as amended.
- (Ordinance 04-118, § 4, adopted 12/21/2004; Ordinance 2024-55 adopted 8/13/2024; Ordinance 2025-50 adopted 9/16/2025)

§ 6.03.0045. Assessment and collection of expenses for work done or improvements made by town.

- (a) The town may assess expenses incurred under this article against the ~~property~~real estate on which the work is done or improvements made.
- (b) In the event that the owner fails or refuses to pay the expense incurred under § 6.03.003(d) within 30 days after the first day of the month following the month in which the work was done, the Town Administrator or his/her designee shall obtain a lien against the property by filing a statement of expenses incurred in abating the violation with the County Clerk [of the county] in which the subject property is located. The statement must also state the name of the owner, if known, and the legal description of the property. The lien attaches upon the filing of the statement with the County Clerk.
- (c) The lien is security for the expenditures made and interest accruing at the rate of ten percent per annum on the amount due from the date of payment by the town.
- (d) The town's lien shall be privileged and shall be inferior only to tax liens and liens for street improvements.
- (e) The town may bring a suit for foreclosure in the name of the town to recover the expenditures and interest due. The statement of expenses or a certified copy of the statement is prima facie proof of the expenses incurred by the town in doing the work or making the improvements.
- (f) The remedy provided by this section is in addition to the remedy provided by § 6.03.006 below.

(Ordinance 04-118, § 5, adopted 12/21/2004)

§ 6.03.0056. Authority to immediately abate dangerous weeds.

- (a) Notwithstanding any of the foregoing sections, the town may abate, without notification, weeds that:
 - (1) Have grown higher than 48 inches; and
 - (2) Are an immediate danger to the health, life, or safety of any person.
- (b) The town must give notice, in the manner provided in § 6.03.003, to the property owner

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no later than the tenth day after the date the town abates weeds under this section. The notification shall contain:

- (1) An identification, which is not required to be a legal description, of the property;
 - (2) A description of the violation(s) of this article that occurred on the property;
 - (3) A statement that the town abated the weeds; and
 - (4) An explanation of the property owner's rights to request an administrative hearing regarding the town's abatement of the weeds.
- (c) The town, by and through its Town Administrator or his/her designee, shall conduct an administrative hearing on the abatement of weeds under this section if, not later than the 30th day after the date of the abatement of the weeds, the owner files a written request for a hearing with the town.
- (d) The town shall conduct the administrative hearing not later than the 20th day after the date a request for hearing is filed. At the administrative hearing, the owner may testify or present any witnesses or written information relating to the town's abatement of the weeds.
- (e) The town may assess expenses and create liens under this section in the same manner and subject to the same conditions as set forth in § 6.03.004 above.
- (f) The authority granted the town by this section is in addition to the authority granted by § 6.03.003.
- (Ordinance 04-118, § 6, adopted 12/21/2004)

§ 6.03.0067. Penalty for violation.

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

(Ordinance 04-118, § 7, adopted 12/21/2004)