



**Agenda**  
**Prosper Town Council Meeting**  
Prosper Town Hall, Council Chambers  
250 W. First Street, Prosper, Texas  
Tuesday, May 27, 2025  
**6:15 PM**

Welcome to the Prosper Town Council Meeting.

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

**Addressing the Town Council:**

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

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

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

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

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

**Call to Order/ Roll Call.**

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

**Announcements of recent and upcoming events.**

**Presentations.**

1. Recognition of the 2025 Town of Prosper Citizens Academy. (TR/MP)
2. Recognize Prosper Fire and Rescue for receiving the North Central Texas Trauma Regional Advisory Council's (NCTTRAC) Heart Safe Community Award. (BB)
3. Recognize Prosper Fire and Rescue for the Public Protection Classification ISO-1 Renewal. (SE)



**CONSENT AGENDA:**

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

4. Consider and act upon the minutes of the May 13, 2025, Town Council Work Session meeting. (MLS)
5. Consider and act upon the minutes of the May 13, 2025, Town Council Regular meeting. (MLS)
6. Consider acceptance of the April monthly financial report for fiscal year 2025. (CL)
7. Consider and act upon an ordinance amending Article 1.04, "Boards, Commissions and Committees," of Chapter 1, "General Provisions," of the Code of Ordinances by adding a new Section 1.04.003, "Code of Conduct for Town Board, Commission and Committee Members." (RB)
8. Consider and act upon authorizing the Town Manager to execute Contract Amendment No. 1 to the Professional Engineering Services Agreement between Garver, LLC, and the Town of Prosper, Texas, related to the design services for the First Street from Coleman Street to Craig Road project for \$66,700. (PA)
9. Consider and act upon authorizing the Town Manager to enter into an agreement with Mels Electric LLC, related to the construction of three (3) Pedestrian Hybrid Beacons (PHB) at First/Copper Canyon, First/Chaucer, and Gee/Lockwood for \$628,178. (PA)
10. Consider and act upon a revised Façade Plan for Gates of Prosper, Phase 3, Block B, Lot 2, on 15.8± acres, located north of US 380 and west of Preston Road. (DEVAPP-23-0165) (DH)
11. Consider and act upon whether to direct staff to submit a written notice of appeals on behalf of the Town Council to the Development Services Department, pursuant to Chapter 4, Section 1.5(C)(7) and 1.6(B)(7) of the Town's Zoning Ordinance, regarding action taken by the Planning & Zoning Commission on Preliminary Site Plans and Site Plans. (DH)

**CITIZEN COMMENTS**

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

**REGULAR AGENDA:**

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

**Items for Individual Consideration:**



- [12.](#) Consider and act upon a Park Improvement Fee Agreement between the Town of Prosper and PPP 100 DEV LLC, for the Park Place Phase 1 development. (DB)
- [13.](#) Consider and act upon a Park Improvement Fee Agreement between the Town of Prosper and Shaddock-Prosper Park Place 2, LLC, for the Park Place Phase 2 development. (DB)
14. 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 all matters incident and related thereto.*

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

**Adjourn.**

**CERTIFICATION**

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted at Prosper Town Hall, located at 250 W. First Street, Prosper, Texas 75078, a place convenient and readily accessible to the general public at all times, and said Notice was posted by 5:00 p.m., on Friday, May 23, 2025, and remained so posted at least 72 hours before said meeting was convened.

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

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

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

**NOTICE**

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

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





## MINUTES

Item 4.

**Prosper Town Council Work Session**  
Prosper Town Hall – Council Chambers  
250 W. First Street, Prosper, Texas  
Tuesday, May 13, 2025

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

The meeting was called to order at 5:05 p.m.

### **Council Members Present:**

Mayor David F. Bristol  
Mayor Pro-Tem Marcus E. Ray  
Deputy Mayor Pro-Tem Amy Bartley  
Councilmember Chris Kern  
Councilmember Jeff Hodges  
Councilmember Cameron Reeves

### **Council Members Absent:**

Councilmember Craig Andres

### **Staff Members Present:**

Mario Canizares, Town Manager  
Terry Welch, Town Attorney  
Michelle Lewis Sirianni, Town Secretary  
Chuck Ewings, Assistant Town Manager  
Larenz Taylor, Management Analyst  
Hulon Webb, Director of Engineering  
Carrie Jones, Public Works Director  
Chris Landrum, Finance Director  
Colin Ashby, Budget Officer and Grants Administrator  
David Hoover, Development Services Director  
Suzanne Porter, Planning Manager  
Dakari Hill, Senior Planner  
Stuart Blasingame, Fire Chief

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

1. **Presentation from Daake Law regarding a future zoning case, Bella Prosper. (ZONE 24-0025) (DH)**

Ms. Alex Night, Development Relations Professional, presented an overview including the location, current zoning, land use concepts within the Town's Comprehensive Plan, the proposed concept plan and the elements and amenities being proposed within the plan.

Mr. Brian Moore, GFS Design, spoke to the connectivity of the trails, walkways, and other design features within the plan.

The Town Council provided initial feedback of the proposed plan including design elements they liked, concerns of certain uses and aspects of the plan layout.



**EXECUTIVE SESSION:**

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

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

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

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

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

**Reconvene into Work Session.**

No Executive Session took place. No action was taken.

**Adjourn.**

The meeting was adjourned at 5:37 p.m.

These minutes were approved on the 27<sup>th</sup> day of May 2025.

**APPROVED:**

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**David F. Bristol, Mayor****ATTEST:**

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**Michelle Lewis Sirianni, Town Secretary**



## MINUTES

**Prosper Town Council Meeting**  
Prosper Town Hall, Council Chambers  
250 W. First Street, Prosper, Texas  
Tuesday, May 13, 2025

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

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

#### **Council Members Present:**

Mayor David F. Bristol  
Mayor Pro-Tem Marcus E. Ray  
Deputy Mayor Pro-Tem Amy Bartley  
Councilmember Chris Kern  
Councilmember Jeff Hodges  
Councilmember Cameron Reeves

#### **Council Members Absent:**

Councilmember Craig Andres

#### **Staff Members Present:**

Mario Canizares, Town Manager  
Terry Welch, Town Attorney  
Chuck Ewings, Assistant Town Manager  
Michelle Lewis Sirianni, Town Secretary  
Larenz Taylor, Management Analyst  
David Hoover, Development Services Director  
Suzanne Porter, Planning Manager  
Dan Baker, Parks and Recreation Director  
Chris Landrum, Finance Director  
Carrie Jones, Public Works Director  
Ryan Pasko, Help Desk Technician II  
Hulon Webb, Engineering Director  
Todd Rice, Communications Director  
Stuart Blasingame, Fire Chief  
Shaw Eft, Assistant Fire Chief  
Doug Kowalski, Police Chief

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

John Fowler with First Presbyterian 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 May 15 at 10:00 a.m. for the annual National Peace Officer Memorial Ceremony at the Prosper Police Station located at 801 Safety Way to honor the men and women who have dedicated their lives to keeping our community safe. The National Peace Officer Memorial pays tribute to all those who have served and protected our community.



Join us for the Town's annual Memorial Day Ceremony on Monday, May 26 at 10:00 a.m. at Frontier Park Pavilion located at 1551 Frontier Parkway as we look to honor the men and women who gave their lives in service to our country. Immediately following the ceremony, citizens are invited to stay for the Prosper Rotary Club Veterans Memorial Groundbreaking Ceremony at Frontier Park.

Registration is now open for Prosper Citizens Fire Academy. This free 10-week program offers residents a behind-the-scenes look at Prosper Fire Rescue operations, providing hands-on experience and insight into the department's day-to-day responsibilities. Classes will be held Thursday evenings from 6:30 to 9 p.m., beginning August 7 at Prosper Central Fire Station, located at 911 Safety Way. Visit [prosperpts.gov/citizensfireacademy](https://prosperpts.gov/citizensfireacademy) to register before the deadline of Friday, July 11.

The Prosper Community Library Summer Program will kick off on Tuesday, May 27, and continues through August 2. This year's theme is "Cultural Cruise". For more information, visit the Library page on the Town's website for all the exciting upcoming summer programs.

A reminder that Town Hall Offices including the Prosper Community Library will be closed on Monday, May 26 for the Memorial Day Holiday. There will be no delays in trash services and services will run as normally scheduled.

### **Presentations.**

**1. Administer Oaths of Office to re-elected Councilmembers and present Certificates of Election. (MLS)**

Ms. Lewis Sirianni administered the Oaths of Office to Mayor Bristol and Councilmembers Marcus Ray and Chris Kern for their re-election. Mayor Bristol presented their Certificates of Election.

**5. Recognition of the 2025 Mayor's Youth Advisory Council. (MP)**

Mayor Bristol presented certificates recognizing the 2025 Mayor's Youth Advisory Council.

William He, Chair of the MYAC, spoke and extended his appreciation to all those on the Council for their efforts and achievements this year, to Mayor Bristol, Council, and staff for their support and leadership.

**2. Recognition of the Prosper High School Student Team(s) and Athletes on their State Titles. (MLS)**

Mayor Bristol presented a certificate to Ms. Nora Ryan for her individual State Championship in Track and Field for the 800-meter event.

**3. Recognition of the Walnut Grove High School Student Team(s) and Athletes on their State Titles. (MLS)**

Mayor Bristol recognized the Boys Golf Team and coaches for their State Championship. (They were not in attendance.)

Mayor Bristol presented a certificate to the Boys Soccer Team and coaches for their State Championship.



Mayor Bristol presented a certificate to the Boys Swim Team and coaches for their State Championship.

Mayor Bristol presented a certificate to Grayden Barker for his individual State Championships in the 100-meter Fly and 500-meter Freestyle swimming events.

Mayor Bristol presented a certificate to Morgan Farlow for her individual State Championships in the 200-meter Individual Medley and the 500-meter Freestyle swimming events.

**4. Recognition of the Rock Hill High School Student Team(s) and Athletes on their State Titles. (MLS)**

Mayor Bristol presented a certificate to Hadyn Stine for her individual State Championship in wrestling.

**6. Proclamation recognizing May 2025 as National Water Safety Month. (MLS)**

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

**7. Proclamation recognizing May 18-24, 2025, as Public Works Week. (MLS)**

Mayor Bristol read and presented a Proclamation to Ms. Jones and members of the Town's Public Works team.

Mayor Bristol noted the Town would come back to items 8 and 9.

**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.

- 10. Consider and act upon the minutes of the April 22, 2025, Town Council Regular meeting. (MLS)**
- 11. Consider and act upon Resolution 2025-17 authorizing the Town Manager, and/or his/her designee, to apply for the FY 2026 Motor Vehicle Crime Prevention Authority Catalytic Converter Task Force Grant. (DK)**
- 12. Consider and act upon a contract between the Town of Prosper and Pavecon, Ltd. for parking lot maintenance at 407/409 First Street for \$52,210. (DB)**
- 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 Chapter 4, Section 1.5(C)(7) and 1.6(B)(7) of the Town's Zoning Ordinance, regarding action taken by the Planning & Zoning Commission on Preliminary Site Plans and Site Plans. (DH)**

Councilmember Hodges made a motion to approve consent agenda items 10 through 13. Mayor Pro-Tem Ray seconded the motion. Motion carried with a 6-0 vote.



## **CITIZEN COMMENTS**

Malissa McKay introduced herself to the Town Council noting her recent title as Ms. Texan American and current Ms. Prosper. She commented on her education platform and willingness to serve the community.

Marc Palasciano, 3234 Creek Bend Circle, Garland, made a statement about being a T-Mobile whistleblower.

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

**14. Consider and act upon Resolution 2025-18 to consent/not consent to the inclusion of the Town's extraterritorial jurisdiction in the proposed Collin County Emergency Services District No. 1 (ESD-1). (SB)**

Chief Blasingame presented the item indicating that A petition was recently filed in Collin County to establish an Emergency Services District (ESD) to serve the county's unincorporated areas. The proposed Collin County ESD-1 aims to secure additional funding to address the rising costs of providing fire protection and emergency services in these areas, including portions of extraterritorial jurisdictions (ETJs).

The creation of Collin County ESD-1 will be decided by voters on the November 4, 2025, election. In preparation, the County is requesting that all impacted fire departments submit written consent if they wish to be included in the ESD. The Town currently has five (5) parcels in non-incorporated areas. Staff is requesting the Town Council provide feedback and direction.

The Town Council discussed how the levy would work as proposed, the current cost received today versus is approved by the voters with the proposed percentage(s), and advantages and disadvantages on consenting or not consenting to the proposed ESD.

Councilmember Hodges made a motion to approve Resolution 2025-18 to consent to the inclusion of the Town's extraterritorial jurisdiction in the proposed Collin County Emergency Services District No. 1 (ESD-1). Councilmember Reeves seconded the motion. Motion approved with a 6-0 vote.

**8. Proclamation recognizing National Police Week and Peace Officers' Memorial Day. (MLS)**

Mayor Bristol read and presented a Proclamation to Chief Kowalski and members of the Prosper Police Department.

Ms. Michelle Bishop presented a certificate on behalf of Congressman Self.

**9. Proclamation recognizing May 4, 2025, as National Fallen Firefighters Day. (MLS)**

Mayor Bristol read and presented a Proclamation to Chief Blasingame and members of the Prosper Fire and Rescue Department.

Ms. Michelle Bishop presented a certificate on behalf of Congressman Self.

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



Bond Committee: Councilmember Kern noted the committee is narrowing down their options and prioritizing infrastructure projects. The committee will present their recommendations to the Town Council at the July 8 meeting.

Community Engagement Committee: Mayor Pro-Tem Ray noted the CEC is looking at metrics driving engagement and ways to improve events.

Downtown Advisory Committee: Councilmember Reeves noted there is a survey available for residents until May 30 looking for feedback regarding Downtown. They discussed continued improvements including the parking lot behind the EDC and a warrant study was conducted for a possible light at Broadway and Coleman. At this time, a light is not warranted at this intersection.

Capital Improvement Subcommittee: Deputy Mayor Pro-Tem Bartley noted the committee discussed the Public Works and Parks facilities, upgrades to Raymond Community Park, and upcoming projects.

Legislative Subcommittee: Mayor Bristol noted that the bill regarding alternate publications will likely not be successful, but the sales tax bill is progressing.

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

No comments were made.

**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 (1) code enforcement activities, including regulation of vehicles and enforcement pursuant to Chapter 12 of the Code of Ordinances, and (2) substandard structures, and all matters incident and related thereto.*

*Section 551.071 - To consult with the Town Attorney regarding legal issues relative to legal nonconforming and permitted uses, adjacency issues, and conditional development standards for commercial, office and retail zoning districts, as referenced in the Town's Zoning Ordinances, and all matters incident and related thereto.*

*Section 551.071 - To consult with the Town Attorney regarding pending litigation and/or anticipated litigation, and all matters incident and related thereto.*

*Section 551.071 - To consult with the Town Attorney regarding legal issues associated with Article 1.04 of Chapter 1 of the Town's Code of Ordinances, and all matters incident and related thereto*



*Section 551.074 - To deliberate the appointment of Mayor Pro-Tem and Deputy Mayor Pro-Tem.*

*Section 551.074 - To deliberate appointments to the Town Council Subcommittees.*

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

The Town Council recessed into Executive Session at 7:57 p.m.

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

The Town Council reconvened into Regular Session at 9:59 p.m.

Mayor Pro-Tem Ray made a motion to appoint Deputy Mayor Pro-Tem Bartley to Mayor Pro-Tem and Councilmember Kern to Deputy Mayor Pro-Tem. Councilmember Reeves seconded the motion. Motion carried with a 6-0 vote.

**Adjourn.**

The meeting was adjourned at 10:00 p.m.

These minutes were approved on the 27<sup>th</sup> day of May 2025.

**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 April Monthly Financial Report for Fiscal Year 2025 (CL)

**Town Council Meeting – May 27, 2025**

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

**Agenda Item:**

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

**Description of Agenda Item:**

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

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

**Budget Impact:**

There is no budgetary impact affiliated with this item.

**Legal Obligations and Review:**

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

**Attached Documents:**

1. Monthly Financial Report – April 30, 2025

**Town Staff Recommendation:**

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

**Proposed Motion:**

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





MONTHLY FINANCIAL REPORT  
as of April 30, 2025  
Cash/Budgetary Basis

Prepared by  
Finance Department

May 27, 2025



TOWN OF PROSPER, TEXAS

# MONTHLY FINANCIAL REPORT

## April 2025

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**TOWN OF PROSPER, TEXAS**  
**MONTHLY FINANCIAL REPORT**  
**April 30, 2025**  
**Expected Year to Date Percent 58.33%**

**GENERAL FUND**

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actuals	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actuals	Change from Prior Year
<b>REVENUES</b>										
Property Taxes	\$ 23,332,018	\$ -	\$ 23,332,018	\$ 22,495,748	\$ -	\$ 836,270	96%	1	\$ 20,117,792	12%
Sales Taxes	12,903,535	-	12,903,535	6,702,442	-	6,201,093	52%	2	6,518,724	3%
Franchise Fees	3,334,932	-	3,334,932	1,810,814	-	1,524,118	54%		1,874,779	-3%
Building Permits	3,700,000	-	3,700,000	1,802,027	-	1,897,973	49%		2,662,185	-32%
Other Licenses, Fees & Permits	2,290,520	-	2,290,520	1,138,053	-	1,152,467	50%		1,181,869	-4%
Charges for Services	1,342,523	-	1,342,523	998,518	-	344,005	74%		792,027	26%
Fines & Warrants	352,050	-	352,050	314,917	-	37,133	89%		245,663	28%
Intergovernmental Revenue (Grants)	611,781	-	611,781	20,157	-	591,624	3%		19,805	2%
Interest Income	950,000	-	950,000	414,594	-	535,406	44%		598,869	-31%
Miscellaneous	144,351	-	144,351	144,533	-	(182)	100%		81,718	77%
Park Fees	767,400	-	767,400	372,461	-	394,939	49%		398,865	-7%
Transfers In	1,478,696	-	1,478,696	862,573	-	616,123	58%		806,324	7%
Total Revenues	\$ 51,207,806	\$ -	\$ 51,207,806	\$ 37,076,834	\$ -	\$ 14,130,972	72%		\$ 35,298,620	5%
<b>EXPENDITURES</b>										
Administration	\$ 10,928,574	\$ -	\$ 10,928,574	\$ 6,063,790	\$ 626,668	\$ 4,238,115	61%		\$ 5,729,259	6%
Police	11,538,858	-	11,538,858	7,069,604	376,192	4,093,061	65%		5,059,258	40%
Fire/EMS	10,379,914	-	10,379,914	6,395,309	316,348	3,668,258	65%		6,013,198	6%
Public Works	5,108,876	-	5,108,876	2,109,924	906,541	2,092,411	59%		1,748,442	21%
Community Services	8,170,637	-	8,170,637	4,027,641	950,400	3,192,596	61%		3,579,495	13%
Development Services	4,119,971	-	4,119,971	2,155,885	246,167	1,717,919	58%		1,763,007	22%
Engineering	2,572,798	-	2,572,798	1,288,163	27,000	1,257,635	51%		1,384,133	-7%
Transfers Out	-	-	-	-	-	-	0%		262,500	-100%
Total Expenses	\$ 52,819,628	\$ -	\$ 52,819,628	\$ 29,110,316	\$ 3,449,316	\$ 20,259,996	62%		\$ 25,539,293	14%
REVENUE OVER (UNDER) EXPENDITURES	\$ (1,611,822)	\$ -	\$ (1,611,822)	\$ 7,966,518					\$ 9,759,328	
Beginning Fund Balance October 1			13,231,361	13,231,361					18,777,035	
Ending Fund Balance			<u>\$ 11,619,539</u>	<u>\$ 21,197,879</u>					<u>\$ 28,536,363</u>	

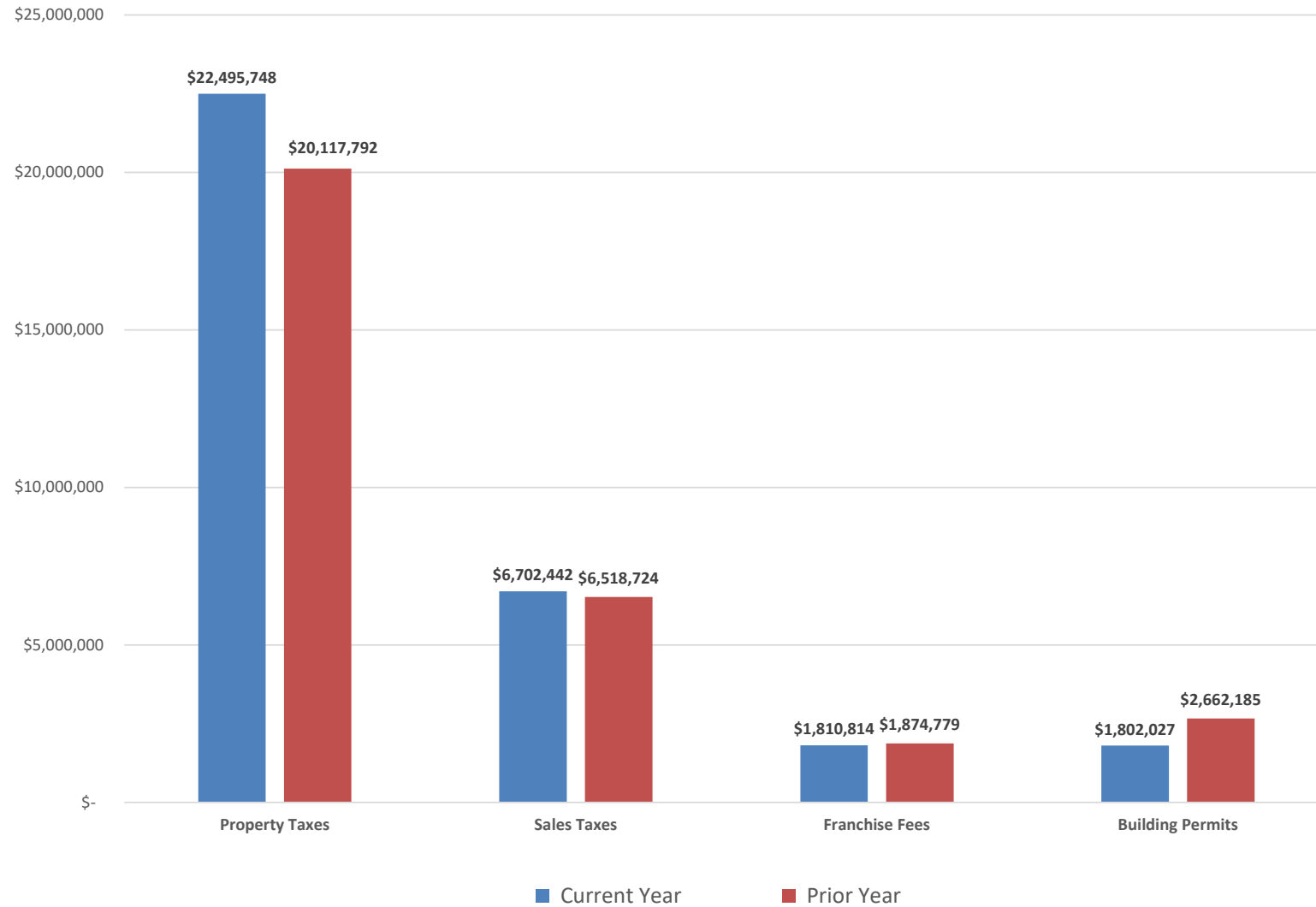
**Notes**

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



# GENERAL FUND REVENUE

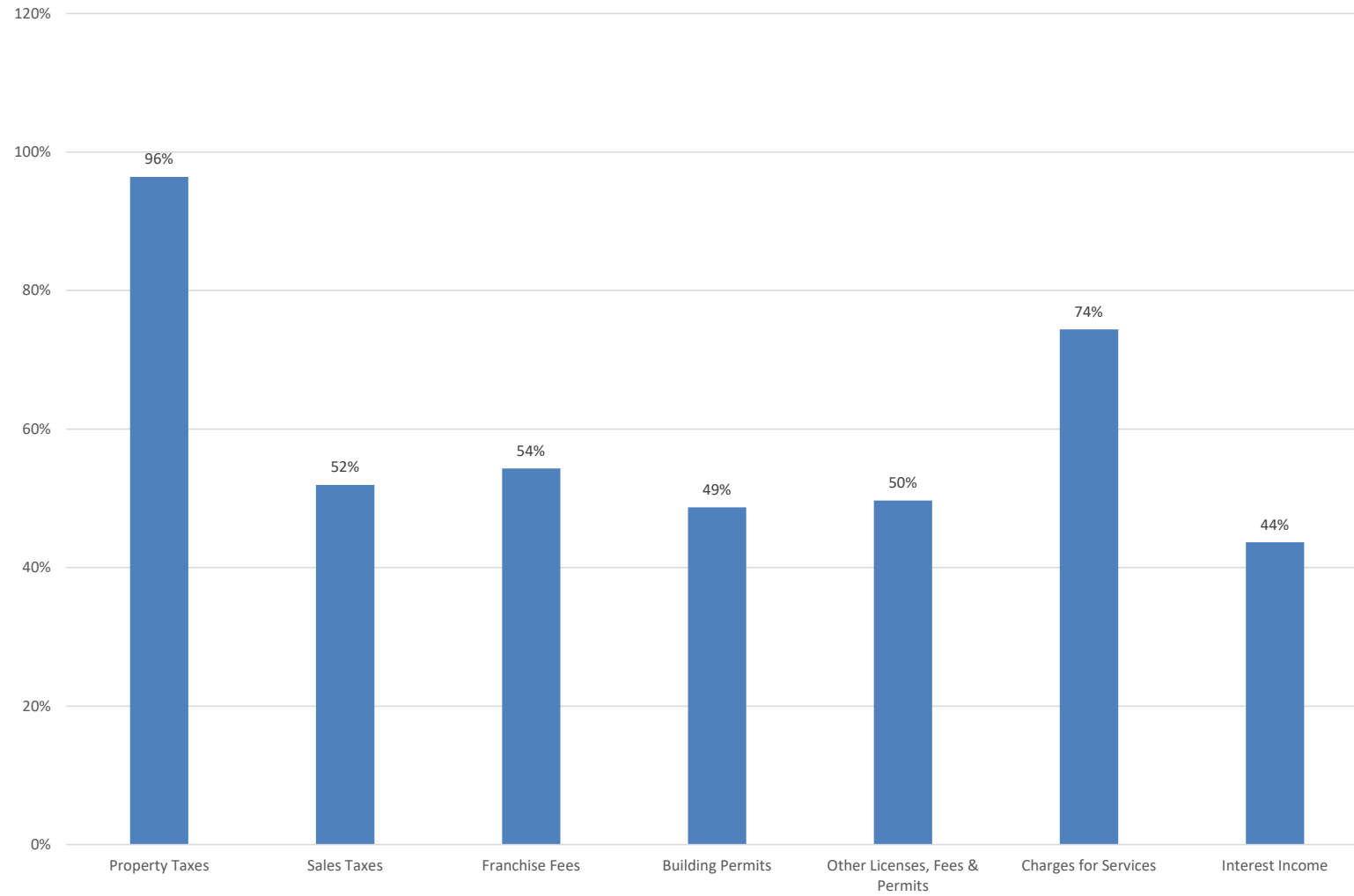
Current YTD to Prior Year YTD Actual Comparison





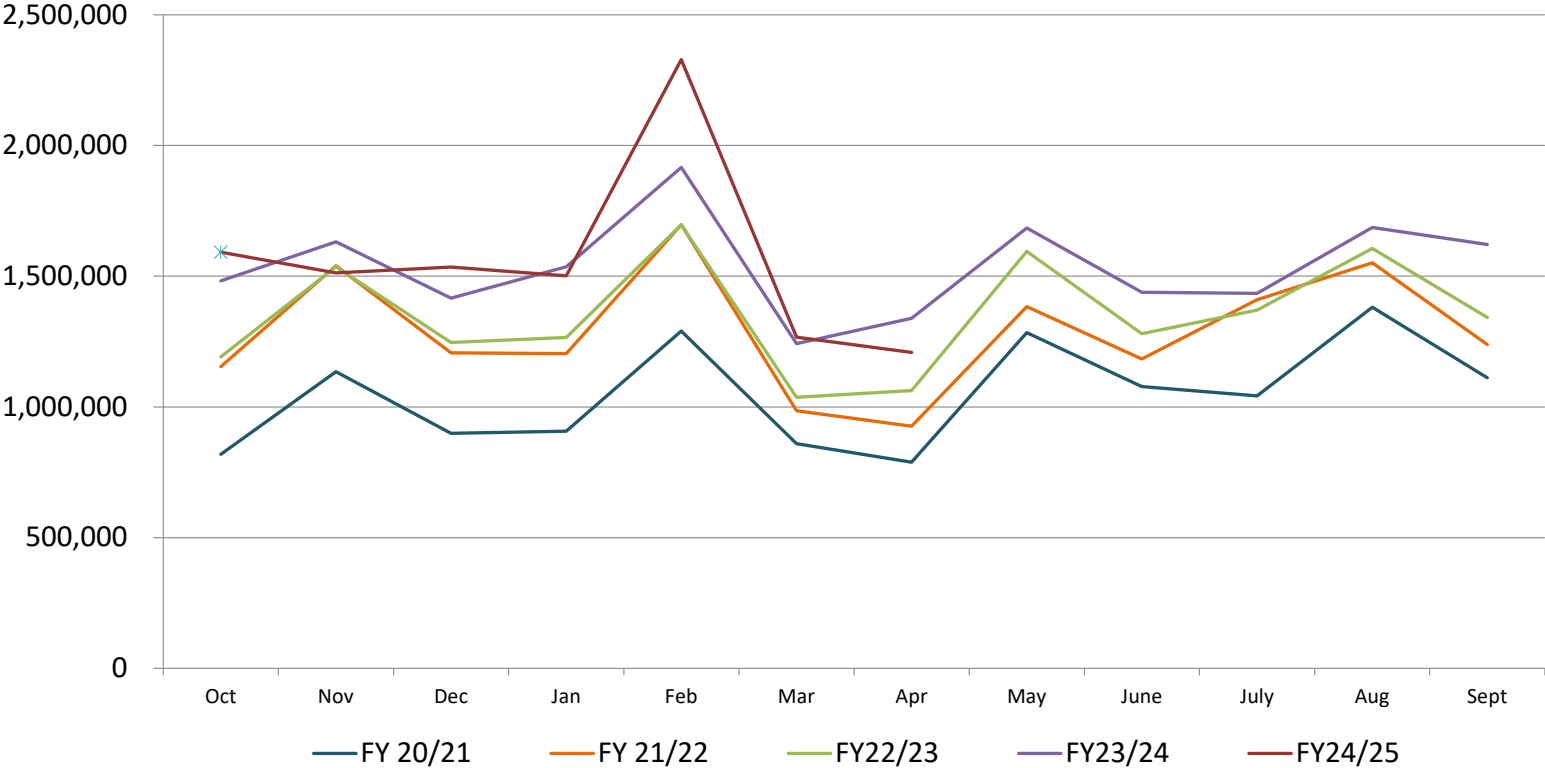
## GENERAL FUND

### YTD REVENUE % OF ANNUAL BUDGET





Town of Prosper, Texas  
Sales Tax Revenue by Month





**TOWN OF PROSPER, TEXAS**  
**MONTHLY FINANCIAL REPORT**  
**April 30, 2025**  
**Expected Year to Date Percent 58.33%**

**DEBT SERVICE FUND**

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
<b>REVENUES</b>										
Property Taxes-Delinquent	\$ 75,000	\$ -	\$ 75,000	\$ (21,287)	\$ -	\$ 96,287	-28%	3	\$ 217,964	-110%
Property Taxes-Current	18,113,251	-	18,113,251	17,807,298	-	305,953	98%	1	14,930,698	19%
Taxes-Penalties	40,000	-	40,000	38,429	-	1,571	96%		37,447	3%
Interest Income	195,000	-	195,000	145,042	-	49,958	74%		171,145	-15%
Transfer In	-	-	-	-	-	-	0%		-	0%
<b>Total Revenues</b>	<b>\$ 18,423,251</b>	<b>\$ -</b>	<b>\$ 18,423,251</b>	<b>\$ 17,969,482</b>	<b>\$ -</b>	<b>\$ 453,769</b>	<b>98%</b>		<b>\$ 15,357,254</b>	<b>17%</b>
<b>EXPENDITURES</b>										
Professional Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%		\$ -	0%
Bond Administrative Fees	20,000	-	20,000	465	-	19,535	2%		1,000	-54%
2014 GO Bond Payment	600,000	-	600,000	-	-	600,000	0%		-	0%
2015 GO Bond Payment	1,436,700	-	1,436,700	1,436,700	-	-	100%		1,365,700	5%
2015 CO Bond Payment	495,000	-	495,000	495,000	-	-	100%		475,000	4%
2016 GO Debt Payment	-	-	-	-	-	-	0%		-	0%
2016 CO Debt Payment	105,000	-	105,000	105,000	-	-	100%		90,000	17%
2017 CO Debt Payment	480,000	-	480,000	480,000	-	-	100%		450,000	7%
2018 GO Debt Payment	160,000	-	160,000	160,000	-	-	100%		150,000	7%
2018 CO Debt Payment	520,000	-	520,000	520,000	-	-	100%		500,000	4%
2019 CO Debt Payment	549,266	-	549,266	549,266	-	-	100%		340,022	62%
2019 GO Debt Payment	170,000	-	170,000	170,000	-	-	100%		165,000	3%
2020 CO Debt Payment	430,000	-	430,000	430,000	-	-	100%		265,000	62%
2021 CO Debt Payment	265,000	-	265,000	265,000	-	-	100%		260,000	2%
2021 GO Debt Payment	1,355,000	-	1,355,000	1,355,000	-	-	100%		1,290,000	5%
2022 GO Debt Payment	1,020,000	-	1,020,000	1,020,000	-	-	100%		970,000	5%
2023 GO Debt Payment	1,055,000	-	1,055,000	1,055,000	-	-	100%			
2024 GO Debt Payment	2,100,000	-	2,100,000	2,100,000	-	-	100%			
Bond Interest Expense	8,082,589	-	8,082,589	4,078,331	-	4,004,258	50%		3,414,404	19%
<b>Total Expenditures</b>	<b>\$ 18,843,555</b>	<b>\$ -</b>	<b>\$ 18,843,555</b>	<b>\$ 14,219,761</b>	<b>\$ -</b>	<b>\$ 4,623,793</b>	<b>75%</b>		<b>\$ 9,736,125</b>	<b>46%</b>
<b>REVENUE OVER (UNDER) EXPENDITURES</b>	<b>\$ (420,304)</b>	<b>\$ -</b>	<b>\$ (420,304)</b>	<b>\$ 3,749,721</b>					<b>\$ 5,621,129</b>	
Beginning Fund Balance October 1			1,245,232	1,245,232					1,302,520	
Ending Fund Balance Current Month			<u>\$ 824,928</u>	<u>\$ 4,994,953</u>					<u>\$ 6,923,649</u>	

**Notes**

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



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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
<b>REVENUES</b>									
East Thoroughfare Impact Fees		\$ 1,000,000	\$ -	\$ 1,000,000	\$ 651,988				
East Thoroughfare Other Revenue		-	-	-	-				
Interest Income		120,000	-	120,000	87,005				
Total Revenues		<u>\$ 1,120,000</u>	<u>\$ -</u>	<u>\$ 1,120,000</u>	<u>\$ 738,992</u>				
<b>EXPENDITURES</b>									
Developer Reimbursements									
FM 1461 (SH289-CR 165)	\$ 385,368	\$ 77,074	\$ -	\$ 77,074	\$ 77,074	\$ -	\$ -	\$ 308,294	\$ -
Cambridge Park Estates	880,361	160,001	-	160,001	24,348	-	135,653	774,795	81,218
Total Developer Reimbursements	<u>\$ 1,265,728</u>	<u>\$ 237,074</u>	<u>\$ -</u>	<u>\$ 237,074</u>	<u>\$ 101,422</u>	<u>\$ -</u>	<u>\$ 135,653</u>	<u>\$ 1,083,089</u>	<u>\$ 81,218</u>
Transfer to Capital Project Fund	\$ 1,820,000	\$ 2,500,000	\$ -	\$ 2,500,000	\$ 2,529,491		\$ (29,491)		\$ (709,491)
Total Transfers Out	<u>\$ 1,820,000</u>	<u>\$ 2,500,000</u>	<u>\$ -</u>	<u>\$ 2,500,000</u>	<u>\$ 2,529,491</u>	<u>\$ -</u>	<u>\$ (29,491)</u>	<u>\$ -</u>	<u>\$ (709,491)</u>
Total Expenditures	<u>\$ 3,085,728</u>	<u>\$ 2,737,074</u>	<u>\$ -</u>	<u>\$ 2,737,074</u>	<u>\$ 2,630,912</u>	<u>\$ -</u>	<u>\$ 106,162</u>	<u>\$ 1,083,089</u>	<u>\$ (628,273)</u>
<b>REVENUE OVER (UNDER) EXPENDITURES</b>				\$ (1,617,074)	\$ (1,891,920)				
Beginning Fund Balance October 1				3,376,848	3,376,848				
Ending Fund Balance Current Month				<u>\$ 1,759,774</u>	<u>\$ 1,484,928</u>				



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**WEST THOROUGHFARE IMPACT FEES FUND**

	Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance
<b>REVENUES</b>									
West Thoroughfare Impact Fees		\$ 4,500,000	\$ -	\$ 4,500,000	\$ 2,339,209				
West Thoroughfare Other Revenue		-	-	-	-				
Interest Income		200,000	-	200,000	247,624				
Total Revenues		<u>\$ 4,700,000</u>	<u>\$ -</u>	<u>\$ 4,700,000</u>	<u>\$ 2,586,833</u>				
<b>EXPENDITURES</b>									
Developer Reimbursements									
Parks at Legacy Developer Reimb	\$ 6,573,981	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,521,933	\$ 52,048
Pk Place, Prosper Hills, Prosper Meadow	4,014,469	1,200,000	-	1,200,000	-	-	1,200,000	-	4,014,469
Star Trail Developer Reimb	6,315,000	2,000,000	-	2,000,000	-	-	2,000,000	5,635,232	679,768
Legacy Garden Developer Reimb	3,407,300	1,000,000	-	1,000,000	-	-	1,000,000	485,648	2,921,652
DNT Frontier Retail	2,154,348	800,000	-	800,000	1,262,833	-	(462,833)	-	891,515
Westside Developer Reimb	156,016	86,548	-	86,548	-	-	86,548	69,468	86,548
Total Developer Reimbursements	<u>\$ 22,621,114</u>	<u>\$ 5,086,548</u>	<u>\$ -</u>	<u>\$ 5,086,548</u>	<u>\$ 1,262,833</u>	<u>\$ -</u>	<u>\$ 3,823,715</u>	<u>\$ 12,712,281</u>	<u>\$ 8,646,000</u>
Transfer to Capital Project Fund	<u>\$ 5,000,000</u>	<u>\$ 5,000,000</u>	<u>\$ -</u>	<u>\$ 5,000,000</u>	<u>\$ 5,029,491</u>		<u>\$ (29,491)</u>		<u>\$ (29,491)</u>
Total Transfers Out	<u>\$ 5,000,000</u>	<u>\$ 5,000,000</u>	<u>\$ -</u>	<u>\$ 5,000,000</u>	<u>\$ 5,029,491</u>	<u>\$ -</u>	<u>\$ (29,491)</u>	<u>\$ -</u>	<u>\$ (29,491)</u>
Total Expenditures	<u>\$ 28,271,114</u>	<u>\$ 10,086,548</u>	<u>\$ -</u>	<u>\$ 10,086,548</u>	<u>\$ 6,292,323</u>	<u>\$ -</u>	<u>\$ 3,794,225</u>	<u>\$ 12,712,281</u>	<u>\$ 9,266,509</u>
REVENUE OVER (UNDER) EXPENDITURES				\$ (5,386,548)	\$ (3,705,490)				
Beginning Fund Balance October 1				9,564,029	9,564,029				
Ending Fund Balance Current Month				<u>\$ 4,177,481</u>	<u>\$ 5,858,539</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
<b>REVENUES</b>									
Impact Fees Water		\$ 3,500,000	\$ -	\$ 3,500,000	\$ 1,575,749				
Interest Income		290,000	-	290,000	208,534				
Total Revenues		<u>\$ 3,790,000</u>	<u>\$ -</u>	<u>\$ 3,790,000</u>	<u>\$ 1,784,283</u>				
<b>EXPENDITURES</b>									
Developer Reimbursements									
DNT Frontier Retail	\$ 343,542	\$ 200,000	\$ -	\$ 200,000	\$ 237,916	\$ -	\$ (37,916)	\$ 54,252	\$ 51,374
Star Trail	2,811,923	500,000	-	500,000	-	-	500,000	2,399,731	412,192
Victory at Frontier	215,402	68,031	-	68,031	-	-	68,031	168,869	46,533
Westside Developer Reimb	438,235	222,502	-	222,502	-	-	222,502	215,733	222,502
Pk Place, Prosper Hills, Prosper Meadow	1,406,859	800,000	-	800,000	-	-	800,000	-	1,406,859
Parks at Legacy Developer Reimb	594,140	-	-	-	270,739	-	(270,739)	594,140	(270,739)
Total Developer Reimbursements	<u>\$ 5,810,101</u>	<u>\$ 1,790,533</u>	<u>\$ -</u>	<u>\$ 1,790,533</u>	<u>\$ 508,656</u>	<u>\$ -</u>	<u>\$ 1,281,877</u>	<u>\$ -</u>	<u>\$ 1,868,721</u>
Transfer to Capital Project Fund	\$ -	\$ 2,000,000	\$ -	\$ 2,000,000	\$ 2,007,309	\$ -	\$ (7,309)	\$ -	
Total Transfers Out	<u>\$ -</u>	<u>\$ 2,000,000</u>	<u>\$ -</u>	<u>\$ 2,000,000</u>	<u>\$ 2,007,309</u>	<u>\$ -</u>	<u>\$ (7,309)</u>	<u>\$ -</u>	<u>\$ -</u>
Total Expenditures	<u>\$ 5,810,101</u>	<u>\$ 3,790,533</u>	<u>\$ -</u>	<u>\$ 3,790,533</u>	<u>\$ 2,515,965</u>	<u>\$ -</u>	<u>\$ 1,274,568</u>	<u>\$ -</u>	<u>\$ 1,868,721</u>
REVENUE OVER (UNDER) EXPENDITURES				\$ (533)	\$ (731,682)				
Beginning Fund Balance October 1				7,882,804	7,882,804				
Ending Fund Balance Current Month				<u>\$ 7,882,271</u>	<u>\$ 7,151,122</u>				



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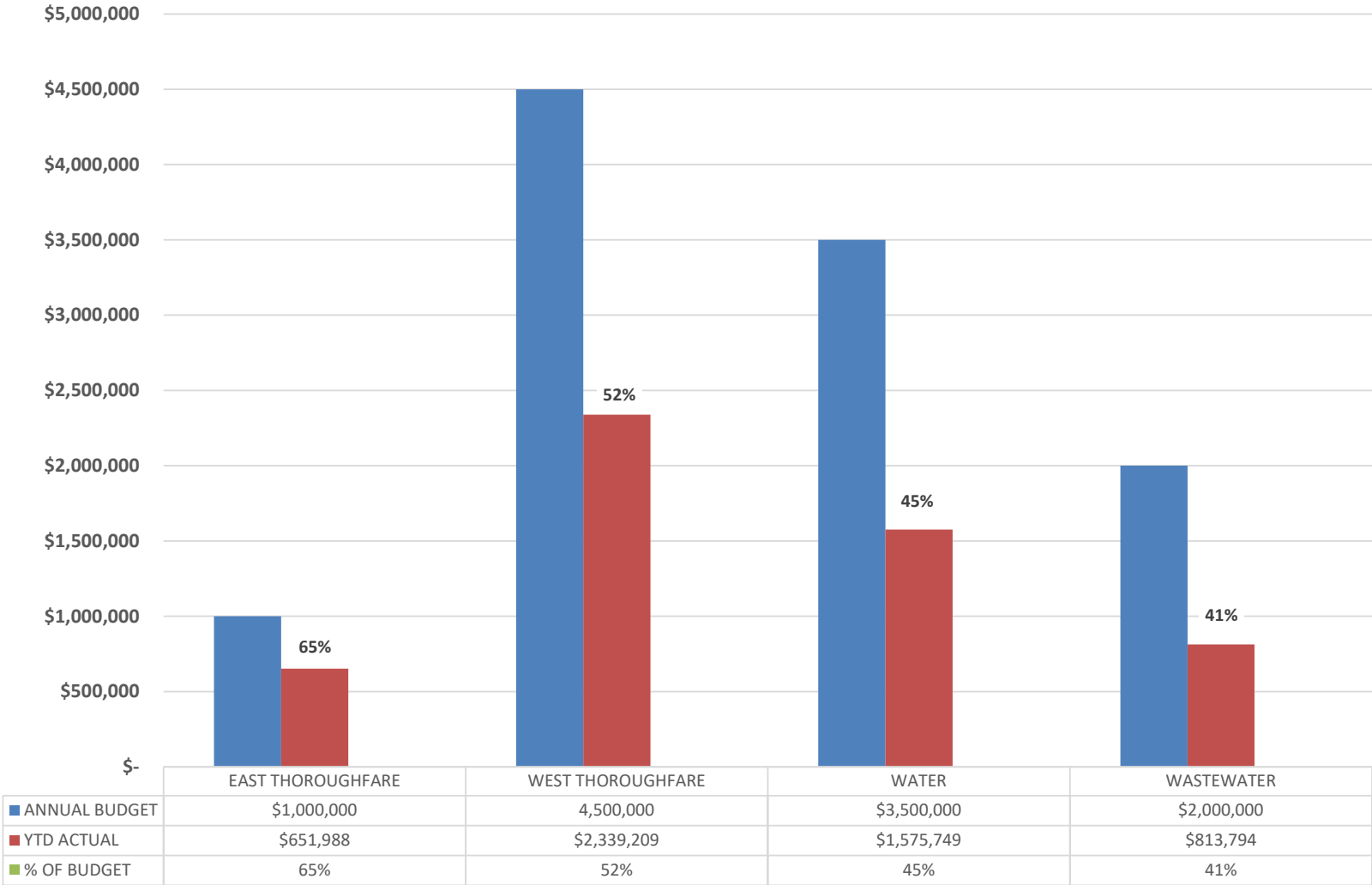
**WASTEWATER IMPACT FEES FUND**

	Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance
<b>REVENUES</b>									
Impact Fees Wastewater		\$ 2,000,000	\$ -	\$ 2,000,000	\$ 813,794				
Interest Income		125,000	-	125,000	115,078				
Upper Trinity Equity Fee		300,000	-	300,000	117,000				
Total Revenues		<u>\$ 2,425,000</u>	<u>\$ -</u>	<u>\$ 2,425,000</u>	<u>\$ 1,045,872</u>				
<b>EXPENDITURES</b>									
Developer Reimbursements									
LaCima Developer Reimb	\$ 228,630	\$ 125,000	\$ -	\$ 125,000	\$ -	\$ -	\$ 125,000	\$ 103,630	\$ 125,000
Brookhollow Developer Reimb	1,178,194	120,452	-	120,452	-	-	120,452	1,057,742	120,452
All Storage Developer Reimb	204,180	150,000	-	150,000	-	-	150,000	54,180	150,000
Legacy Garden Developer Reimb	274,438	63,274	-	63,274	5,464	-	57,810	211,164	57,810
Pk Place, Prosper Hills, Prosper Meadow	186,169	100,000	-	100,000	-	-	100,000	-	186,169
Total Developer Reimbursements	<u>\$ 2,071,611</u>	<u>\$ 558,726</u>	<u>\$ -</u>	<u>\$ 558,726</u>	<u>\$ 5,464</u>	<u>\$ -</u>	<u>\$ 553,262</u>	<u>\$ 1,426,716</u>	<u>\$ 639,431</u>
Transfer to Capital Project Fund	\$ 3,531,622	\$ 3,531,622	\$ -	\$ 3,531,622	\$ 3,538,931	\$ -	\$ (7,309)	\$ -	\$ (7,309)
Total Transfers Out	<u>\$ 3,531,622</u>	<u>\$ 3,531,622</u>	<u>\$ -</u>	<u>\$ 3,531,622</u>	<u>\$ 3,538,931</u>	<u>\$ -</u>	<u>\$ (7,309)</u>	<u>\$ -</u>	<u>\$ (7,309)</u>
Total Expenditures	<u>\$ 5,603,233</u>	<u>\$ 4,090,348</u>	<u>\$ -</u>	<u>\$ 4,090,348</u>	<u>\$ 3,544,395</u>	<u>\$ -</u>	<u>\$ 545,953</u>	<u>\$ 1,426,716</u>	<u>\$ 632,122</u>
REVENUE OVER (UNDER) EXPENDITURES				\$ (1,665,348)	\$ (2,498,523)				
Beginning Fund Balance October 1				4,248,161	4,248,161				
Ending Fund Balance Current Month				<u>\$ 2,582,813</u>	<u>\$ 1,749,638</u>				



# IMPACT FEE REVENUE

YTD Actual to Annual Budget





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**TIRZ #1 - BLUE STAR**

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
<b>REVENUES</b>									
Impact Fee Revenue:									
Water Impact Fees	\$ 50,000	\$ -	\$ 50,000	\$ 207,168	\$ (157,168)	414%		\$ 68,770	201%
Wastewater Impact Fees	700,000	-	700,000	301,062	398,938	43%		372,504	-19%
East Thoroughfare Impact Fees	50,000	-	50,000	138,120	(88,120)	276%		37,805	265%
Property Taxes - Town (Current)	1,269,687	-	1,269,687	1,256,338	13,349	99%		1,594,585	-21%
Property Taxes - Town (Rollback)	-	-	-	165,155	(165,155)	0%		-	0%
Property Taxes - County (Current)	268,202	-	268,202	-	268,202	0%		-	0%
Sales Taxes - Town	1,293,986	-	1,293,986	716,344	577,642	55%		599,079	20%
Sales Taxes - EDC	1,086,948	-	1,086,948	599,938	487,010	55%		501,728	20%
Interest Income	75,000	-	75,000	88,430	(13,430)	118%		54,283	63%
Transfer In	-	-	-	-	-	0%		-	0%
Total Revenue	\$ 4,793,823	\$ -	\$ 4,793,823	\$ 3,472,555	\$ 1,321,268	72%		\$ 3,228,754	8%
<b>EXPENDITURES</b>									
Professional Services	\$ 6,000	\$ -	\$ 6,000	\$ -	\$ 6,000	0%		\$ -	0%
Developer Reimbursement	4,787,823	-	4,787,823	-	4,787,823	0%		-	0%
Transfers Out	-	-	-	-	-	0%		-	0%
Total Expenses	\$ 4,793,823	\$ -	\$ 4,793,823	\$ -	\$ 4,793,823	0%		\$ -	0%
<b>REVENUE OVER (UNDER) EXPENDITURES</b>									
			\$ -	\$ 3,472,555				\$ 3,228,754	
Beginning Fund Balance October 1			2,542,101	2,542,101				991,447	
Ending Fund Balance Current Month			<u>\$ 2,542,101</u>	<u>\$ 6,014,656</u>				<u>\$ 4,220,201</u>	



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**TIRZ #2**

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
<b>REVENUES</b>									
Property Taxes - Town (Current)	\$ 117,783	\$ -	\$ 117,783	\$ 114,647	\$ 3,136	97%		\$ 84,097	36%
Property Taxes - Town (Rollback)	-	-	-	-	-	0%		-	0%
Property Taxes - County (Current)	8,441	-	8,441	-	8,441	0%		-	0%
Sales Taxes - Town	2,000	-	2,000	966	1,034	48%		-	0%
Sales Taxes - EDC	2,000	-	2,000	966	1,034	48%		-	0%
Interest Income	1,500	-	1,500	1,460	40	97%		1,175	24%
Total Revenue	\$ 131,724	\$ -	\$ 131,724	\$ 118,038	\$ 13,686	90%		\$ 85,273	38%
<b>EXPENDITURES</b>									
Professional Services	\$ -	\$ -	\$ -	\$ -	\$ -	0%		\$ -	0%
Developer Reimbursement	131,724	-	131,724	-	131,724	0%		-	0%
Transfers Out	-	-	-	-	-	0%		-	0%
Total Expenditures	\$ 131,724	\$ -	\$ 131,724	\$ -	\$ 131,724	0%		\$ -	0%
REVENUE OVER (UNDER) EXPENDITURES			\$ -	\$ 118,038				\$ 85,273	
Beginning Fund Balance October 1			25,751	25,751				25,650	
Ending Fund Balance Current Month			<u>\$ 25,751</u>	<u>\$ 143,789</u>				<u>\$ 110,923</u>	



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**CRIME CONTROL AND PREVENTION SPECIAL PURPOSE DISTRICT**

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Sales Tax - Town	\$ 3,478,456	\$ -	\$ 3,478,456	\$ 1,772,065	\$ -	\$ 1,706,391	51%		\$ 1,736,322	2%
Interest Income	1,200	-	1,200	4,601	-	(3,401)	383%		-	0%
Other	-	-	-	-	-	-	0%		-	0%
Total Revenue	\$ 3,479,656	\$ -	\$ 3,479,656	\$ 1,776,666	\$ -	\$ 1,702,990	51%		\$ 1,736,322	2%
EXPENDITURES										
Personnel	\$ 3,344,835	\$ -	\$ 3,344,835	\$ 1,310,048	\$ -	\$ 2,034,787	39%		\$ 1,776,079	-26%
Other	1,200	-	1,200	1,357	-	(157)	113%		8,604	-84%
Total Expenditures	\$ 3,346,035	\$ -	\$ 3,346,035	\$ 1,311,405	\$ -	\$ 2,034,630	39%		\$ 1,784,683	-27%
REVENUE OVER (UNDER) EXPENDITURES	\$ 133,621	\$ -	\$ 133,621	\$ 465,261					\$ (48,361)	
Beginning Fund Balance October 1			398,065	398,065					422,055	
Ending Fund Balance Current Month			<u>\$ 531,686</u>	<u>\$ 863,326</u>					<u>\$ 373,694</u>	



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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	\$ 3,478,456	\$ -	\$ 3,478,456	\$ 1,790,168	\$ -	\$ 1,688,288	51%		\$ 1,738,649	3%
Interest Income	1,200	-	1,200	748	-	452	62%		3,108	-76%
Other	-	-	-	-	-	-	0%		-	0%
Total Revenue	\$ 3,479,656	\$ -	\$ 3,479,656	\$ 1,790,916	\$ -	\$ 1,688,740	51%		\$ 1,741,756	3%
EXPENDITURES										
Personnel	\$ 3,541,860	\$ -	\$ 3,541,860	\$ 1,643,353	\$ -	\$ 1,898,507	46%		\$ 1,575,532	4%
Other	2,400	-	2,400	1,357	-	1,043	57%		8,604	-84%
Total Expenditures	\$ 3,544,260	\$ -	\$ 3,544,260	\$ 1,644,710	\$ -	\$ 1,899,550	46%		\$ 1,584,137	4%
REVENUE OVER (UNDER) EXPENDITURES	\$ (64,604)	\$ -	\$ (64,604)	\$ 146,206					\$ 157,620	
Beginning Fund Balance October 1			382,940	382,940					455,295	
Ending Fund Balance Current Month			<u>\$ 318,336</u>	<u>\$ 529,146</u>					<u>\$ 612,915</u>	



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**PARK DEDICATION AND IMPROVEMENT FUNDS**

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
<b>REVENUES</b>										
Park Dedication Fees	\$ 600,000	\$ -	\$ 600,000	\$ 638,270	\$ -	\$ (38,270)	106%		\$ 737,375	-13%
Park Improvement Fees	800,000	-	800,000	949,000	-	(149,000)	119%		-	0%
Interest - Park Dedication	36,000	-	36,000	33,107	-	2,893	92%		17,240	92%
Interest - Park Improvement	38,000	-	38,000	14,086	-	23,914	37%		28,387	-50%
Contributions/Grants	-	-	-	-	-	-	0%		-	0%
Transfers In	-	-	-	-	-	-	0%		-	0%
Total Revenue	\$ 1,474,000	\$ -	\$ 1,474,000	\$ 1,634,463	\$ -	\$ (160,463)	111%		\$ 783,003	109%
<b>EXPENDITURES</b>										
Transfers Out - Park Dedication	\$ 1,810,050	\$ -	\$ 1,810,050	\$ 1,115,050	\$ -	\$ 695,000	62%		\$ 1,313,800	-15%
Park Dedication	-	-	-	-	-	-	0%		-	0%
Transfers Out - Park Improvement	465,000	-	465,000	465,000	-	-	100%		-	0%
Park Improvement	50,000	-	50,000	-	47,174	2,826	94%		5,200	-100%
Total Expenditures	\$ 2,325,050	\$ -	\$ 2,325,050	\$ 1,580,050	\$ 47,174	\$ 697,826	70%		\$ 1,319,000	20%
REVENUE OVER (UNDER) EXPENDITURES	\$ (851,050)	\$ -	\$ (851,050)	\$ 54,413					\$ (535,997)	
Beginning Fund Balance October 1			1,232,192	1,232,192					2,316,978	
Ending Fund Balance Current Month			<u>\$ 381,142</u>	<u>\$ 1,286,605</u>					<u>\$ 1,780,981</u>	



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**SPECIAL REVENUE FUNDS**

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
<b>REVENUES</b>										
Interest Income	\$ 52,550	\$ -	\$ 52,550	\$ 199,790	\$ -	\$ (147,240)	380%		\$ 58,776	240%
Interest Income CARES/ARPA Funds	-	-	-	-	-	-	0%		105,558	-100%
Police Donation Revenue	15,500	-	15,500	19,500	-	(4,000)	126%		10,925	78%
Cash Seizure Forfeit	-	-	-	2,922	-	(2,922)	0%		1,667	75%
Fire Donation Revenue	15,500	-	15,500	9,696	-	5,804	63%		11,847	-18%
Child Safety Revenue	28,000	-	28,000	9,485	-	18,515	34%		6,640	43%
Court Technology Revenue	8,198	-	8,198	7,673	-	525	94%		5,949	29%
Court Security Revenue	8,525	-	8,525	9,438	-	(913)	111%		7,203	31%
Municipal Jury revenue	-	-	-	259	-	(259)	0%		144	80%
Tree Mitigation	300,000	-	300,000	14,805	-	285,195	5%		43,265	-66%
Escrow Income	-	-	-	-	-	-	0%		167,514	-100%
LEOSE Revenue	3,000	-	3,000	10,288	-	(7,288)	343%		8,756	18%
Transfer In	-	-	-	-	-	-	0%		-	0%
Total Revenue	\$ 431,273	\$ -	\$ 431,273	\$ 283,856	\$ -	\$ 147,417	66%		\$ 428,244	-34%
<b>EXPENDITURES</b>										
Police Donation Expense	\$ 5,000	\$ -	\$ 5,000	\$ 3,851	\$ -	\$ 1,149	77%		\$ 333	1057%
Police Seizure Expense	12,995	-	12,995	500	-	12,495	4%		867	-42%
Fire Donation Expense	10,000	-	10,000	33,441	-	(23,441)	334%		2,140	1462%
Child Safety Expense	3,000	-	3,000	-	-	3,000	0%		230	-100%
Court Technology Expense	10,000	-	10,000	-	-	10,000	0%		-	0%
Court Security Expense	16,860	-	16,860	-	-	16,860	0%		-	0%
Tree Mitigation Expense	-	-	-	-	-	-	0%		-	0%
LEOSE Expenditure	6,500	-	6,500	-	-	6,500	0%		3,955	-100%
Transfer Out (Escrow Funds)	1,150,000	-	1,150,000	1,650,000	-	(500,000)	143%		200,000	725%
Total Expenses	\$ 1,214,355	\$ -	\$ 1,214,355	\$ 1,687,792	\$ -	\$ (473,437)	139%		\$ 207,525	713%
<b>REVENUE OVER (UNDER) EXPENDITURES</b>	\$ (783,082)	\$ -	\$ (783,082)	\$ (1,403,936)					\$ 220,719	
Beginning Fund Balance October 1			2,296,614	2,296,614					2,104,365	
Ending Fund Balance Current Month			<u>\$ 1,513,532</u>	<u>\$ 892,678</u>					<u>\$ 2,325,084</u>	

Notes



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**HOTEL OCCUPANCY TAX FUND**

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Sales Taxes	\$ 57,125	\$ -	\$ 57,125	\$ -	\$ -	\$ 57,125	0%		\$ -	0%
Interest Income	2,000	-	2,000	-	-	2,000	0%		-	0%
Other	-	-	-	-	-	-	0%		-	0%
Total Revenue	\$ 59,125	\$ -	\$ 59,125	\$ -	\$ -	\$ 59,125	0%		\$ -	0%
EXPENDITURES										
Personnel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%		\$ -	0%
Development Agreement	28,563	-	28,563	-	-	28,563	0%		-	0%
Other	-	-	-	-	-	-	0%		-	0%
Total Expenditures	\$ 28,563	\$ -	\$ 28,563	\$ -	\$ -	\$ 28,563	0%		\$ -	0%
REVENUE OVER (UNDER) EXPENDITURES	\$ 30,562	\$ -	\$ 30,562	\$ -					\$ -	
Beginning Fund Balance October 1			-	-					-	
Ending Fund Balance Current Month			<u>\$ 30,562</u>	<u>\$ -</u>					<u>\$ -</u>	

Notes

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



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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
<b>REVENUES</b>										
Water Charges for Services	\$ 24,470,841	\$ -	\$ 24,470,841	\$ 10,504,713	\$ -	\$ 13,966,128	43%		\$ 9,182,384	14%
Sewer Charges for Services	14,674,289	-	14,674,289	7,865,947	-	6,808,342	54%		6,420,740	23%
Licenses, Fees & Permits	377,705	-	377,705	275,656	-	102,049	73%		256,714	7%
Utility Billing Penalties	186,900	-	186,900	151,181	-	35,719	81%		136,994	10%
Interest Income	510,000	-	510,000	312,513	-	197,487	61%		319,809	-2%
Other	3,224,690	-	3,224,690	417,257	-	2,807,433	13%		457,702	-9%
Transfer In	-	-	-	-	-	-	0		-	0%
Total Revenues	\$ 43,444,425	\$ -	\$ 43,444,425	\$ 19,527,266	\$ -	\$ 23,917,159	45%		\$ 16,774,344	16%
<b>EXPENDITURES</b>										
Administration	\$ 1,063,187	\$ -	\$ 1,063,187	\$ 828,939	\$ 81,997	\$ 152,252	86%		\$ 621,834	33%
Debt Service	6,753,424	-	6,753,424	2,853,209	-	3,900,215	42%	1	2,164,788	32%
Water Purchases	13,563,295	-	13,563,295	6,669,051	-	6,894,245	49%		6,731,341	-1%
Sewer Management Fee	5,270,599	-	5,270,599	3,475,621	-	1,794,978	66%		2,956,434	18%
Franchise Fee	1,136,854	-	1,136,854	663,165	-	473,689	58%		402,413	65%
Public Works	9,601,940	-	9,601,940	4,962,698	687,260	3,951,982	59%		4,205,524	18%
Transfer Out	1,218,340	-	1,218,340	770,408	-	447,932	63%		5,165,496	-85%
Total Expenses	\$ 38,607,639	\$ -	\$ 38,607,639	\$ 20,223,091	\$ 769,256	\$ 15,346,625	54%		\$ 22,247,831	-9%
REVENUE OVER (UNDER) EXPENDITURES	\$ 4,836,786	\$ -	\$ 4,836,786	\$ (695,825)					\$ (5,473,487)	
Beginning Working Capital October 1			12,399,855	12,399,855					18,777,035	
Ending Working Capital			<u>\$ 17,236,641</u>	<u>\$ 11,704,030</u>					<u>\$ 13,303,548</u>	

**Notes**

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



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**WATER-SEWER FUND**

	Apr-25		Apr-24		Growth % Change
	WATER	SEWER	WATER	SEWER	
# of Accts Residential	13,878	13,178	13,183	12,482	5.42%
# of Accts Commercial	491	445	443	400	11.03%
Consumption-Residential	147,716,180	91,076,038	117,620,140	86,618,780	16.92%
Consumption-Commercial	27,177,060	18,146,780	21,393,050	16,030,580	21.11%
Consumption-Commercial Irrigation	18,204,350		15,579,240		16.85%
Avg Total Res Water Consumption	10,638		8,900		19.53%
Billed (\$) Residential	\$ 1,073,556	\$ 949,890	\$ 830,797	\$ 777,043	29.22%
Billed (\$) Commercial	\$ 281,610	\$ 193,939	\$ 214,001	\$ 158,617	31.59%
Billed (\$) Commercial Irrigation	\$ 170,339		\$ 139,663		21.96%
<b>Total Billed (\$)</b>	<b>\$ 1,525,505</b>	<b>\$ 1,143,829</b>	<b>\$ 1,184,461</b>	<b>\$ 935,660</b>	<b>25.90%</b>

Month	FY2025			FY2024		
	Avg. Temp (°F)	# Rain Days	Rainfall (in)	Avg. Temp (°F)	# Rain Days	Rainfall (in)
October	75°	1	0.41	68°	8	11.30
November	61°	9	4.09	58°	2	0.57
December	61°	13	5.91	53°	5	4.09
January	43°	6	5.94	43°	10	3.86
February	49°	10	2.12	58°	5	1.56
March	64°	7	1.31	61°	12	6.57
April	69°	10	4.65	69°	9	9.07
May				77°	11	9.71
June				84°	5	4.35
July				85°	8	1.84
August				89°	2	0.96
September				79°	6	3.02
<b>Annual</b>		<b>56</b>	<b>24.43</b>		<b>83</b>	<b>56.90</b>

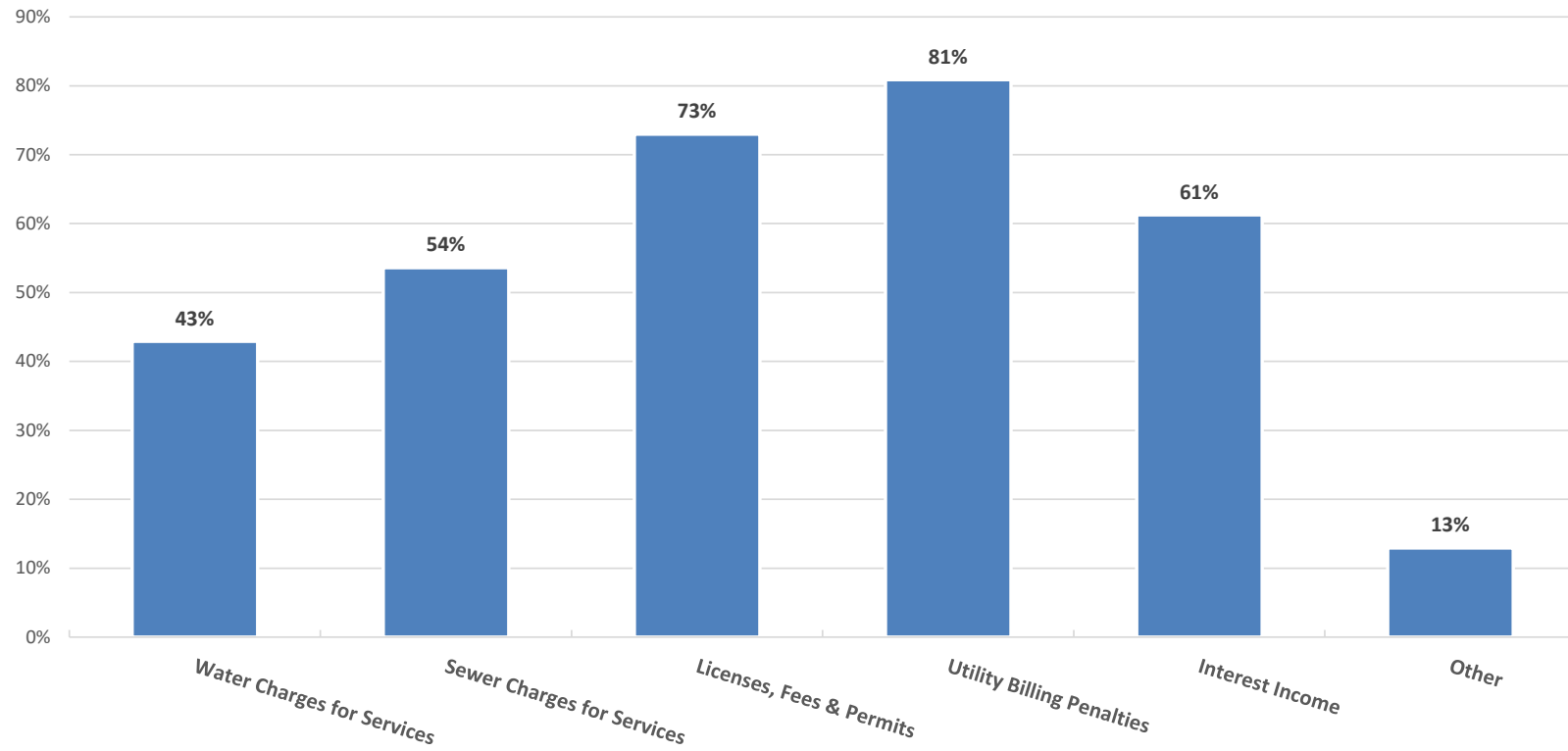
Average Total Residential Water Consumption by Month				
Month	FY2025	FY2024	Five Year Average	Cumulative Average
October	17,490	19,061	17,751	17,751
November	14,260	10,540	10,991	28,742
December	9,080	8,003	7,405	36,148
January	6,340	7,400	6,862	43,009
February	6,090	6,200	6,344	50,487
March	6,308	7,600	6,669	56,023
April	10,638	8,900	9,246	65,269
May		9,510	11,778	77,046
June		10,310	12,720	89,767
July		22,740	18,856	108,623
August		22,120	22,856	131,478
September		24,400	20,423	151,902
<b>TOTAL (gal)</b>	<b>70,206</b>	<b>162,724</b>	<b>151,902</b>	

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



## WATER SEWER FUND

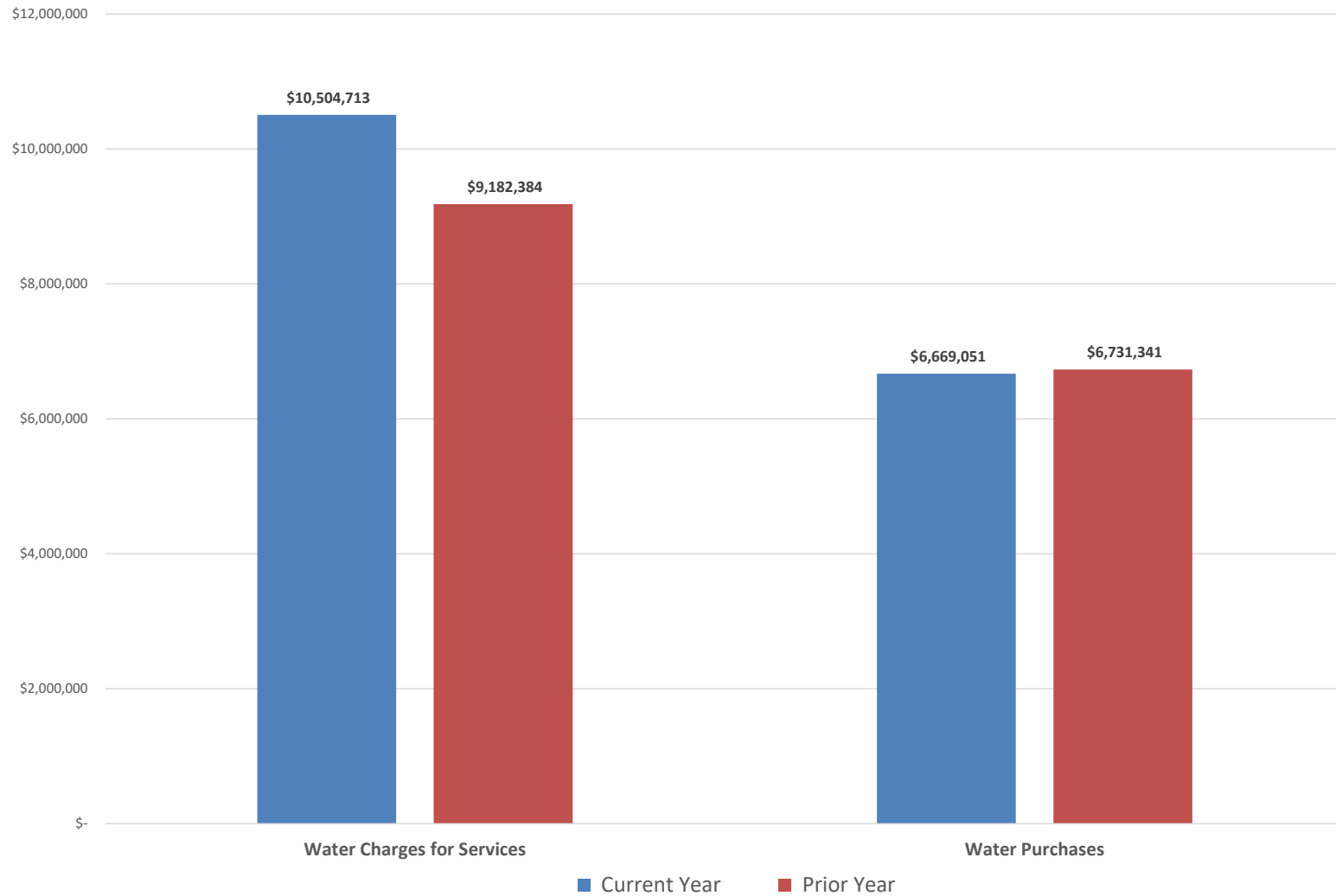
### REVENUE YTD % OF ANNUAL BUDGET





## WATER REVENUE AND EXPENSE

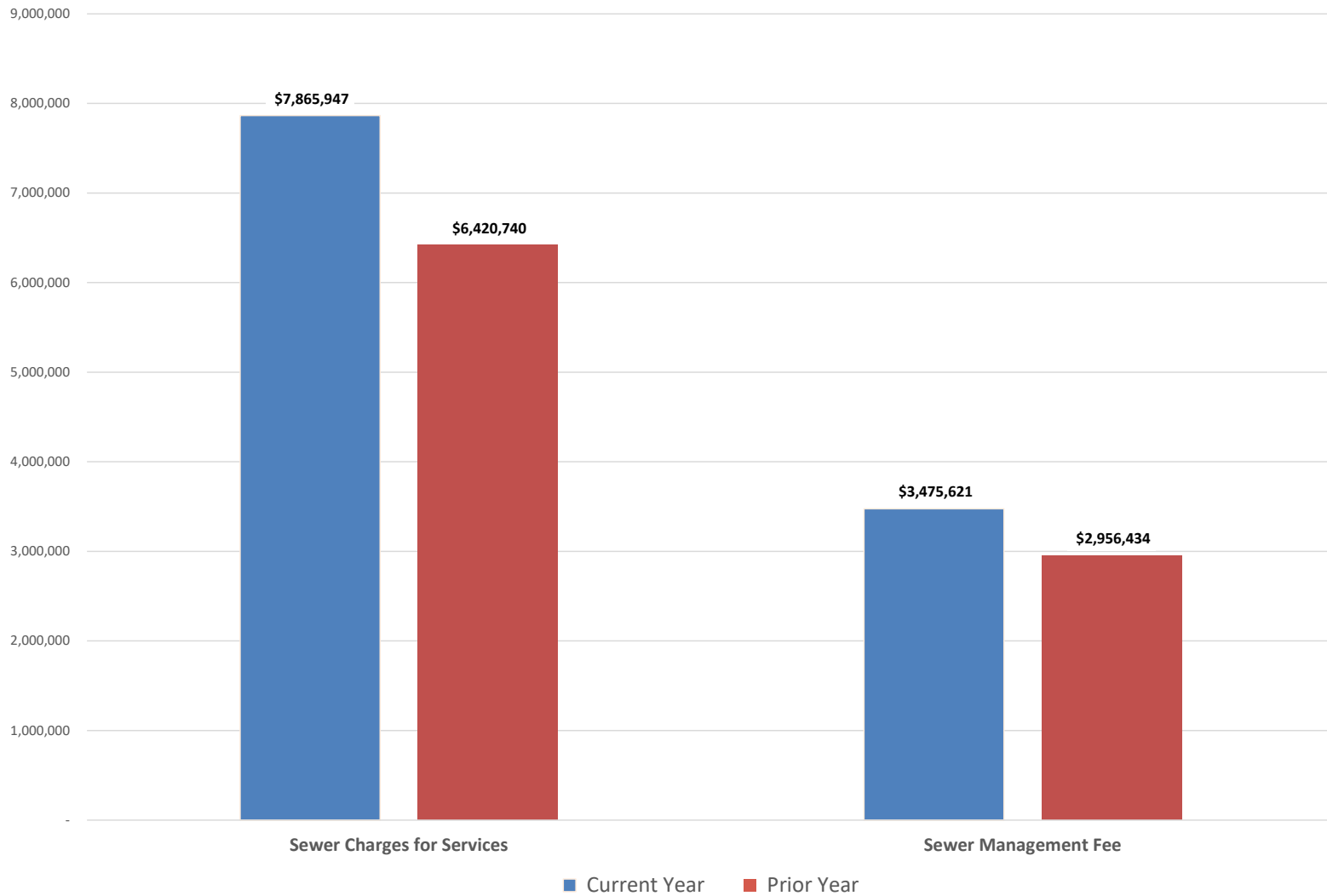
Current YTD to Prior Year YTD Actual Comparison





## SEWER REVENUE AND EXPENSE

Current YTD to Prior Year YTD Actual Comparison





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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
<b>REVENUES</b>										
Storm Drainage Utility Fee	\$ 950,000	\$ -	\$ 950,000	\$ 570,367	\$ -	\$ 379,633	60%		\$ 540,054	6%
Drainage Review Fee	3,500	-	3,500	-	-	3,500	0%		3,150	-100%
Interest Income	8,000	-	8,000	5,783	-	2,217	72%		7,787	-26%
Other Revenue	-	-	-	-	-	-	0%		-	0%
Transfer In	-	-	-	-	-	-	0%		-	0%
Total Revenue	\$ 961,500	\$ -	\$ 961,500	\$ 576,150	\$ -	\$ 385,350	60%		\$ 550,991	5%
<b>EXPENDITURES</b>										
Personnel Services	\$ 426,032	\$ (3,475)	\$ 422,557	\$ 226,505	\$ -	\$ 196,052	54%		\$ 164,347	38%
Debt Service	215,263	-	215,263	133,388	-	81,876	62%	2	150,531	-11%
Operating Expenditures	49,117	3,475	52,592	14,203	20	38,369	27%		19,171	-26%
Capital	177,812	-	177,812	155,187	142	22,484	87%		-	0%
Transfers Out	107,996	-	107,996	142,164	-	(34,168)	132%	1	291,147	-51%
Total Expenses	\$ 976,220	\$ -	\$ 976,220	\$ 671,446	\$ 162	\$ 304,612	69%		\$ 625,197	7%
REVENUE OVER (UNDER) EXPENDITURES	\$ (14,720)	\$ -	\$ (14,720)	\$ (95,296)					\$ (74,205)	
Beginning Working Capital October 1			251,393	251,393					380,410	
Ending Working Capital Current Month			<u>\$ 236,673</u>	<u>\$ 156,097</u>					<u>\$ 306,205</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.



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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
<b>REVENUES</b>										
Sanitation Charges for Services	\$ 3,295,173	\$ -	\$ 3,295,173	\$ 2,063,578	\$ -	\$ 1,231,595	63%		\$ 1,643,112	26%
Interest Income	4,500	-	4,500	4,301	-	199	96%		4,085	5%
Transfer In	-	-	-	-	-	-	0%		-	0%
Total Revenues	\$ 3,299,673	\$ -	\$ 3,299,673	\$ 2,067,879	\$ -	\$ 1,231,794	63%		\$ 1,647,197	26%
<b>EXPENDITURES</b>										
Administration	\$ 96,753	\$ -	\$ 96,753	\$ 35,570	\$ -	\$ 61,183	37%		\$ 32,073	11%
Sanitation Collection	2,830,789	-	2,830,789	1,490,401	-	1,340,388	53%		1,351,520	10%
Capital Expenditure	-	-	-	-	-	-	0%		1,933,413	-100%
Debt Service	257,501	-	257,501	150,208	-	107,293	58%		17,500	758%
Transfer Out	-	-	-	-	-	-	0%		-	0%
Total Expenses	\$ 3,185,043	\$ -	\$ 3,185,043	\$ 1,676,179	\$ -	\$ 1,508,864	53%		\$ 3,334,506	-50%
REVENUE OVER (UNDER) EXPENDITURES	\$ 114,630	\$ -	\$ 114,630	\$ 391,700					\$ (1,687,309)	
Beginning Working Capital October 1			120,426	120,426					5,985	
Ending Working Capital			<u>\$ 235,056</u>	<u>\$ 512,126</u>					<u>\$ (1,681,324)</u>	
Notes										



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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
<b>REVENUES</b>										
Grant Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%		\$ -	0%
Other Reimbursements	150,000	-	150,000	22,325	-	127,675	15%		-	0%
Interest Income	250,000	-	250,000	148,554	-	101,446	59%		157,484	-6%
Charges for Services	1,572,064	-	1,572,064	917,037	-	655,027	58%		862,730	6%
Auction Proceeds	-	-	-	107,500	-	(107,500)	0%		-	0%
Total Revenue	\$ 1,972,064	\$ -	\$ 1,972,064	\$ 1,195,416	\$ -	\$ 776,648	61%		\$ 1,020,215	17%
<b>EXPENDITURES</b>										
Vehicle Replacement	\$ 1,866,493	\$ -	\$ 1,866,493	\$ 410,575	\$ 2,097,182	\$ (641,264)	134%		\$ 233,834	76%
Equipment Replacement	526,908	-	526,908	128,928	555,722	(157,742)	130%		201,235	-36%
Technology Replacement	145,200	-	145,200	-	-	145,200	0%		56,535	-100%
Total Expenditures	\$ 2,538,601	\$ -	\$ 2,538,601	\$ 539,504	\$ 2,652,904	\$ (653,806)	126%		\$ 491,604	10%
REVENUE OVER (UNDER) EXPENDITURES	\$ (566,537)	\$ -	\$ (566,537)	\$ 655,913					\$ 528,610	
Beginning Fund Balance October 1			16,755,136	16,755,136					8,477,146	
Ending Fund Balance Current Month			<u>\$ 16,188,599</u>	<u>\$ 17,411,049</u>					<u>\$ 9,005,756</u>	

Notes



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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
<b>REVENUES</b>										
Health Charges	\$ 5,142,517	\$ -	\$ 5,142,517	\$ 2,976,955	\$ -	\$ 2,165,562	58%		\$ 2,591,873	15%
Cobra and Stop Loss Reimbursements	300,000	-	300,000	232,002	-	67,998	77%		64,560	259%
Interest Income	20,000	-	20,000	2,876	-	17,124	14%		19,703	-85%
Total Revenue	\$ 5,462,517	\$ -	\$ 5,462,517	\$ 3,211,833	\$ -	\$ 2,250,684	59%		\$ 2,676,136	20%
<b>EXPENDITURES</b>										
Contractual Services	\$ 176,000	\$ -	\$ 176,000	\$ 65,343	\$ -	\$ 110,657	37%		\$ 94,293	-31%
Employee Health Insurance	5,196,948	-	5,196,948	4,449,078	1,400	746,470	86%	1	2,576,582	73%
Total Expenditures	\$ 5,372,948	\$ -	\$ 5,372,948	\$ 4,514,421	\$ 1,400	\$ 857,127	84%		\$ 2,670,875	69%
REVENUE OVER (UNDER) EXPENDITURES	\$ 89,569	\$ -	\$ 89,569	\$ (1,302,588)					\$ 5,261	
Beginning Fund Balance October 1			148,135	148,135					609,058	
Ending Fund Balance Current Month			<u>\$ 237,704</u>	<u>\$ (1,154,453)</u>					<u>\$ 614,319</u>	

**Notes**

- 1 The Town has experienced several large claims



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**CAPITAL PROJECTS FUND**

	Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance
<b>REVENUES</b>									
Grants		\$ 2,378,000	\$ -	\$ 2,378,000	\$ -				
Property Taxes-Delinquent		-	-	-	-				
Property Taxes-Current		9,600,000	-	9,600,000	9,600,000				
Taxes-Penalties		-	-	-	-				
Contributions/Interlocal Revenue		-	-	-	75,300				
Bond Proceeds		19,450,000	-	19,450,000	-				
Interest Income		3,000,000	-	3,000,000	2,220,019				
Other Revenue		-	-	-	-				
Transfers In		-	-	-	10,789,032				
Transfers In - Impact Fee Funds		-	-	-	-				
Transfers In - Escrows		-	-	-	-				
Transfers In - Park Dedication/Improvement		-	-	-	-				
Total Revenues		\$ 34,428,000	\$ -	\$ 34,428,000	\$ 22,684,351				
<b>EXPENDITURES</b>									
<b>Street &amp; Traffic Projects</b>									
<u>Street Projects</u>									
First St (DNT to Coleman)	\$ 24,786,567	\$ -	\$ (28,500)	\$ 24,758,067	\$ 260,112	\$ 156,754	\$ 24,341,201	\$ 3,148,264	\$ 21,221,437
Coit Rd (First-Frontier) 4 Lns	27,789,900	20,000,000	-	27,789,900	38,620	274,276	27,477,004	1,790,055	25,686,949
DNT Main Lane (US 380 - FM 428)	7,671,186	5,114,124	-	7,671,186	2,557,062	-	5,114,124	-	5,114,124
Prosper Trail (Coit-Custer) 2	-	-	-	-	10,625	-	-	-	-
Gee Road (First Street - Windsong)	5,414,933	-	(4,927,692)	487,242	-	-	487,242	4,927,692	487,242
First Street (Elem-DNT) 4 Lanes	31,604,929	709,000	-	31,604,929	7,144,268	4,381,627	20,079,034	20,697,265	(618,231)
First St (Coit-Custer) 4 Lanes	27,269,101	-	(500,000)	26,769,101	665,533	165,187	25,938,381	25,515,599	922,782
Preston Road / First Street Dual Left Turns	900,000	-	-	900,000	-	22,077	877,923	71,523	806,400
Craig Street (Preston-Fifth)	750,000	300,000	-	750,000	31,850	24,443	693,708	381,053	312,655
Coleman (Gorgeous - Prosper Trail)	1,500,000	-	-	1,500,000	654,797	340,237	504,966	741,017	(236,051)
Coleman (Prosper Trail - PHS)	2,220,000	1,500,000	-	2,220,000	160	-	2,219,840	100	2,219,740
Legacy (Prairie - First Street)	11,425,000	800,000	-	11,425,000	1,814,362	148,976	9,461,661	8,275,307	1,186,354
Teel Parkway (US 380 - First Street Rd) NB 2 Lanes	5,850,000	-	-	5,850,000	965,056	136,181	4,748,763	4,896,723	(147,960)
Parvin (FM 1385 - Legacy)	500,000	-	-	500,000	-	-	500,000	500,000	-
Street Impact Fee Analysis	-	-	-	-	7,283	51,699	(58,982)	-	(58,982)
US 380 Deceleration Lanes - Denton County	500,000	-	-	500,000	-	-	500,000	43,600	456,400
Safety Way	800,000	-	-	800,000	454,085	-	345,915	-	345,915
Gorgeous/McKinley	700,000	-	-	700,000	-	-	700,000	-	700,000
First Street (Coleman)	2,500,000	2,000,000	-	2,500,000	-	28,709	2,471,291	468,049	2,003,242
Gee Road (US 380-FM 1385)	3,900,000	1,700,000	-	3,900,000	391,298	347,223	3,161,479	975,019	2,186,460
Frontier (Legacy-DNT)	300,000	-	-	300,000	-	-	300,000	300,000	-
Star Trail, Phase 5: Street Repairs	1,450,000	-	-	1,450,000	-	300,000	1,150,000	-	1,150,000
Prosper Trail (Coit - Custer) - 2 WB lanes	1,400,000	500,000	-	1,400,000	236,864	496,914	666,223	29,223	637,000
Windsong Parkway/US 380 Dual Left T	152,800	-	-	152,800	1,233	64,362	87,206	12,400	74,806
Legacy Drive (Prosper Tr. to P)	10,000	-	-	10,000	167	-	9,833	-	9,833
Coleman St (First-Georgeous)	660,000	-	-	660,000	141,934	407,536	110,530	110,530	-
Teel Parkway (First-Freeman)	800,000	-	-	800,000	214,947	591,794	(6,740)	-	(6,740)
Legacy (First St. - Prosper Tr	200,000	200,000	-	200,000	-	-	200,000	-	200,000
Legacy (First St. - Prosper Tr	550,000	550,000	-	550,000	-	-	550,000	-	550,000
Prosper Trail (Legacy - DNT)	1,200,000	1,200,000	-	1,200,000	13,196	967,804	219,000	-	219,000
Roundabout Peer Review and Tho	28,500	-	-	28,500	11,300	17,200	-	-	-
Prairie Dr Accelerated Opening	27,167	-	-	27,167	27,166	-	1	-	1
West Gorgeous (McKinley-Coleman)	230,000	-	-	230,000	-	222,996	7,004	-	7,004
Unprogrammed Future Projects	800,000	800,000	-	800,000	-	-	800,000	-	800,000



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**CAPITAL PROJECTS FUND**

Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance
<b>Traffic Projects</b>								
Fifth Street Quiet Zone	500,000	-	500,000	-	-	500,000	-	500,000
Traffic Signal - Fishtap & Artesia Boulevard	525,000	460,000	525,000	16,523	271,060	237,417	32,350	205,067
Median Lighting US 380 (Mahard-Lovers)	300,000	-	300,000	-	-	300,000	-	300,000
Traffic Signal - DNT/Frontier	281,500	-	281,500	170,487	83,585	27,428	16,125	11,303
Traffic Signal - Teel Pkwy & Prairie Drive	525,000	460,000	525,000	11,022	5,928	508,050	23,800	484,250
Traffic Signal Acacia Parkway/Gee R	503,480	-	650,354	478,661	137,863	33,830	38,339	(4,509)
Traffic Signal First Street/Legacy	578,333	-	578,333	26,400	70,800	481,133	16,133	465,000
Opticom Repair/ Installation	-	-	-	-	82,557	(82,557)	-	(82,557)
Gee/Lockwood Pedestrian Hybrid	259,200	-	259,200	4,250	97,938	157,012	16,250	140,762
First/Copper Canyon Pedestrian	259,200	-	259,200	4,250	93,067	163,883	16,250	145,633
First/Chaucer Pedestrian Hybri	259,200	-	259,200	4,250	90,858	164,092	16,250	147,842
Tr. Signal (Denton-Fishtap)	349,500	-	390,428	76,387	257,899	56,143	38,000	(22,785)
Traffic Improvement Projects	1,500,000	1,500,000	(187,802)	1,312,198	-	1,312,198	-	1,500,000
Traffic Signal Communications Program Ph 2	495,000	495,000	-	495,000	-	495,000	-	495,000
Traffic Signal - Legacy & Prai	525,000	525,000	-	525,000	-	525,000	-	525,000
School Zone Flashers	-	-	-	-	140,544	-	-	-
Traffic Equipment	-	-	-	15,928	-	-	-	-
Capital Expenditures	-	-	-	-	-	-	-	-
Total Street & Traffic Projects	\$ 170,750,497	\$ 38,813,124	\$ (5,456,192)	\$ 165,294,306	\$ 16,450,075	\$ 10,478,093	\$ 138,533,234	\$ 71,039,384
<b>Park Projects</b>								
<b>Neighborhood Park</b>								
Windsong Park #3	\$ 750,000	\$ -	\$ 750,000	\$ -	\$ -	\$ 750,000	\$ -	\$ 750,000
Lakewood Preserve, Phase 2	5,587,255	485,000	5,587,255	703,548	137,652	4,746,054	4,577,929	168,125
Downtown Park (Broadway/ Parvin)	1,158,240	750,000	1,158,240	11,045	51,240	1,095,955	43,415	1,052,540
Pecan Grove Park, Trail - Grant Matching	248,798	248,798	-	248,798	-	169,738	-	79,061
Playground Shade Structures (Various)	160,000	160,000	-	160,000	-	157,823	-	2,177
Whitley Place Meadow Park - Grant Matching	218,130	218,130	-	218,130	-	218,130	-	218,130
<b>Trails</b>								
Doe Branch Trail Connections	2,184,000	500,000	-	2,184,000	11,970	149,448	2,022,582	1,947,000
Various Hike and Bike Trails	580,680	-	580,680	-	-	580,680	-	580,680
<b>Downtown Improvements</b>								
Downtown Improvements	1,553,389	1,000,000	(319,806)	1,233,583	174,723	-	1,058,860	1,050,352
Downtown Monumentation	66,500	-	66,500	61,439	37,151	(32,090)	66,110	(98,200)
Prosper Parking Lot and Alley Improvements	122,500	-	122,500	14,350	35,950	72,200	-	72,200
Broadway/ Town Hall Connection	221,106	-	221,106	214,105	7,000	-	-	221,106
Downtown Lighted Bollards	98,700	-	98,700	98,700	-	-	-	98,700
<b>Community Park</b>								
Raymond Community Park	21,900,000	2,100,000	-	21,900,000	3,812,194	8,510,917	9,576,889	1,331,526
Raymond Community Park - Trail/ Bridge Grant	848,122	848,122	-	848,122	-	916,535	(68,413)	(68,413)
Froniter Park Pond Repairs	473,000	-	473,000	420,123	33,768	19,109	-	19,109
Frontier Park Concrete Repairs	120,000	120,000	-	120,000	-	120,000	-	120,000
Parks & Rec Admin Facility Parking Lot Paving	80,000	80,000	-	80,000	-	80,000	-	80,000
Doe Branch Property Masterplan	140,000	140,000	-	140,000	-	134,600	5,400	5,400
Doe Branch Property - Six Creek Crossings	650,000	650,000	-	650,000	-	650,000	-	650,000
<b>Median/ Landscape Screening</b>								
US 380 Green Ribbon Project	2,295,000	-	2,295,000	-	1,819,433	475,567	-	475,567
Prosper Trail Screening (Preston - Deer Run)	750,000	-	750,000	65,001	435,812	249,187	46,326	202,861
Parks, Recreation, & Open Space Master Plan	140,000	-	140,000	40,384	-	99,616	92,323	7,293
Unprogrammed Future Projects	800,000	800,000	-	800,000	-	800,000	-	800,000
Total Park Projects	\$ 41,145,420	\$ 8,100,050	\$ -	\$ 40,825,614	\$ 5,627,583	\$ 12,597,067	\$ 22,600,964	\$ 9,765,215



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**CAPITAL PROJECTS FUND**

	Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance
<b>Facility Projects</b>									
<u>Public Safety</u>									
Fire Station #4 - Design	\$ 965,855	\$ -	\$ -	\$ 965,855	\$ 81,934	\$ 190,455	\$ 693,466	\$ 693,467	\$ (0)
Fire Station #4 - Other Costs	708,250	700,000	-	708,250	30,916	83,061	594,273	8,250	586,023
Fire Station #4 - Construction	11,225,000	1,025,000	-	11,225,000	2,461,297	9,001,104	(237,401)	-	(237,401)
Fire Station #4 - FF&E	775,000	775,000	-	775,000	-	-	775,000	-	775,000
Public Safety Fiber Ring	1,000,000	1,000,000	-	1,000,000	-	-	1,000,000	-	1,000,000
Fire Station #3 - Upgrades and Repairs	190,000	190,000	-	190,000	165,385	30,000	(5,385)	-	(5,385)
PD Needs Assessment	78,500	-	-	78,500	47,988	30,512	-	-	-
PD Station Improvements	366,235	-	-	366,235	14,370	-	351,865	351,865	(0)
Unprogrammed Future Projects	592,935	592,935	-	592,935	-	-	592,935	-	592,935
<u>Public Safety Equipment</u>									
Fire Station #4 - Engine	1,250,000	-	-	1,250,000	-	-	1,250,000	1,246,481	3,519
Fire Station #4 - Ambulance	552,000	-	-	552,000	377,067	39,249	135,684	135,283	401
PD Car Camera and Body worn Camera System	387,225	-	-	387,225	-	-	387,225	16,900	370,325
<u>Parks, Public Works, Town Hall</u>									
Parks and Public Works	5,802,938	2,352,938	-	5,802,938	320,081	2,622,498	2,860,359	120,521	2,739,838
Library Master Plan	130,000	-	-	130,000	62,538	13,989	53,474	53,474	-
Finish Out Interior Spaces Town Hall	650,000	-	-	650,000	36,509	14,791	598,700	366,394	232,306
Town Hall Repairs - Parking Lot, Steps, Fountain	273,000	273,000	-	273,000	27,557	25,977	219,466	-	219,466
Public Works Modular Buildings	712,224	-	-	712,224	641,002	71,222	-	-	-
Total Facility Projects	\$ 25,659,162	\$ 6,908,873	\$ -	\$ 25,659,162	\$ 4,266,643	\$ 12,122,858	\$ 9,269,661	\$ 2,992,635	\$ 6,277,026
Transfer Out									
Total Expenditures	\$ 237,555,079	\$ 53,822,047	\$ (5,456,192)	\$ 231,779,082	\$ 26,344,301	\$ 35,198,018	\$ 170,403,859	\$ 89,245,106	\$ 87,081,625
REVENUE OVER (UNDER) EXPENDITURES				\$ (197,351,082)	\$ (3,659,950)				
Beginning Fund Balance (Restricted for Capital Projects) October 1				79,149,405	79,149,405				
Ending Fund Balance (Restricted for Capital Projects) Current Month				<u>\$ (118,201,677)</u>	<u>\$ 75,489,455</u>				



**TOWN OF PROSPER, TEXAS**  
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**CAPITAL PROJECTS FUND-WATER/SEWER**

	Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Year Expenditure	Project Budget Balance
<b>REVENUES</b>									
Interest Income		\$ 800,000	\$ -	\$ 800,000	\$ 987,488				
Bond Proceeds		33,896,633	-	33,896,633	-				
Grant Revenue		214,081	-	214,081	-				
Capital Contributions									
Transfers In		-	-	-	225,294				
Transfers In - ARPA Funds		-	-	-	-				
Transfers In - Impact Fee Funds		5,531,622	-	5,531,622	5,546,241				
Transfers In - Drainage Fund		50,000	-	50,000	50,000				
Transfers In - Bond Funds		-	-	-	-				
Total Revenues		\$ 40,442,336	\$ -	\$ 40,442,336	\$ 6,809,023				
<b>EXPENDITURES</b>									
<b>Water Projects</b>									
Lower Pressure Plane Pump Station Design	\$ 18,931,100	\$ -	\$ -	\$ -	\$ 1,457,101	\$ 409,172	\$ (1,866,273)	\$ 16,599,784	\$ 465,044
LPP Water Line Phase, 2A	9,000,000	-	-	-	5,139,955	891,484	(6,031,439)	2,164,870	803,690
Water Line Relocation Frontier	6,900,000	3,500,000	-	3,500,000	412,236	144,768	2,942,996	490,232	5,852,764
Parks & Public Works, Phase 1	5,600,000	5,000,000	-	5,000,000	159,685	786,186	4,054,129	59,889	4,594,240
Ground Storage 6 MG Tank	8,100,000	2,560,993	-	2,560,993	-	577,167	1,983,826	22,333	7,500,500
DNT (Prosper Trail - Frontier Parkw	-	-	-	-	-	31,688	(31,688)	-	(31,688)
Water Impact Fee Analysis	-	-	-	-	5,576	1,733	(7,309)	-	(7,309)
DNT Water Line Relocation	-	-	-	-	-	37,019	(37,019)	-	(37,019)
Craig Street 2 MG EST Rehabilitation	460,000	460,000	-	460,000	-	-	460,000	-	460,000
Unprogrammed Future Water/Wastewater	286,463	286,463	-	286,463	-	-	286,463	-	286,463
<b>Wastewater Projects</b>									
Doe Branch Parallel Interceptor	16,253,327	8,853,327	-	8,853,327	3,750,000	-	5,103,327	-	12,503,327
Upper Doe Branch WW Line (Teel-PISD Stadium)	8,025,000	3,000,000	-	3,000,000	1,246,518	5,454,931	(3,701,449)	675,836	647,715
Doe Branch, Phase 3 WWTP	104,946,277	49,946,277	-	49,946,277	27,500,000	-	22,446,277	6,102,367	71,343,910
Wilson Creek WW Line	400,000	-	-	-	316	282,046	(282,362)	8,841	108,796
Denton ISD WW Line Reimbursement	531,622	531,622	-	531,622	-	-	531,622	-	531,622
Sewer Impact Fee Analysis	-	-	-	-	5,576	1,733	(7,309)	-	(7,309)
Total Water & Wastewater Projects	\$ 179,433,789	\$ 74,138,682	\$ -	\$ 74,138,682	\$ 39,676,964	\$ 8,617,928	\$ 25,843,790	\$ 26,124,152	\$ 105,014,745
<b>Drainage Projects</b>									
Doe Branch Creek Erosion Control	\$ 225,000	\$ -	\$ -	\$ -	\$ 91,780	\$ 106,252	\$ (198,032)	\$ -	\$ 26,968
Old Town Regional Pond #2	98,386	50,000	-	50,000	-	231	49,769	48,092	50,063
Total Drainage Projects	\$ 323,386	\$ 50,000	\$ -	\$ 50,000	\$ 91,780	\$ 106,483	\$ (148,263)	\$ 48,092	\$ 77,031
Transfer out	-	-	-	-	-	-	-	-	-
Total Expenses	\$ 179,757,175	\$ 74,188,682	\$ -	\$ 74,188,682	\$ 39,768,744	\$ 8,724,411	\$ 25,695,527	\$ 26,172,244	\$ 105,091,776
<b>REVENUE OVER (UNDER) EXPENDITURES</b>				\$ (33,746,346)	\$ (32,959,722)				
Beginning Fund Balance (Restricted for Capital Projects) October 1				95,644,027	95,644,027				
Ending Fund Balance (Restricted for Capital Projects) Current Month				\$ 61,897,681	\$ 62,684,305				





## TOWN SECRETARY'S OFFICE

**To: Mayor and Town Council**

**From: Robyn Battle, Executive Director**

**Through: Mario Canizares, Town Manager**

**Re: Board, Commission and Committee Code of Conduct**

**Town Council Meeting – May 27, 2025**

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

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**Agenda Item:**

Consider and act upon an ordinance amending Article 1.04, "Boards, Commissions and Committees," of Chapter 1, "General Provisions," of the Code of Ordinances by adding a new Section 1.04.003, "Code of Conduct for Town Board, Commission and Committee Members."

**Description of Agenda Item:**

Town Board, Commission and Committee members ("members") are appointed by the Town Council to represent Town of Prosper residents in their respective positions. As leaders in the community, members are expected to uphold a high standard of behavior. The proposed Code of Conduct provides clear guidance for members' conduct, both in person and online.

The attached ordinance emphasizes the importance of treating all people with respect and dignity, and promoting tolerance of various opinions and world views, whether interacting in person or on social media. It also clarifies the appropriate use of the Town logo on social media and the appropriate handling of confidential information.

If approved, the ordinance will be reviewed during the annual member orientation process.

**Legal Obligations and Review:**

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

**Attached Documents:**

1. Ordinance

**Town Staff Recommendation:**

Town Staff recommends the Town Council adopt an ordinance amending Article 1.04, "Boards, Commissions and Committees," of Chapter 1, "General Provisions," of the Code of Ordinances by adding a new Section 1.04.003, "Code of Conduct for Town Board, Commission and Committee Members."



**Proposed Motion:**

I move to approve an ordinance amending Article 1.04, "Boards, Commissions and Committees," of Chapter 1, "General Provisions," of the Code of Ordinances by adding a new Section 1.04.003, "Code of Conduct for Town Board, Commission and Committee Members."



**TOWN OF PROSPER, TEXAS****ORDINANCE NO. 2025-\_\_**

**AN ORDINANCE OF THE TOWN OF PROSPER, TEXAS, AMENDING ARTICLE 1.04, "BOARDS, COMMISSIONS AND COMMITTEES," OF CHAPTER 1, "GENERAL PROVISIONS," OF THE CODE OF ORDINANCES OF THE TOWN OF PROSPER, TEXAS, BY ADDING A NEW SECTION 1.04.003, "CODE OF CONDUCT FOR TOWN BOARD, COMMISSION AND COMMITTEE MEMBERS"; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Prosper, Texas ("Town"), previously has adopted a Code of Ethics for board, commission and committee members, among others; and

**WHEREAS**, the Code of Ethics generally requires that all public officials, officers and employees of the Town, and all members of Town-appointed boards, commissions and committees, be independent, impartial and responsible only to the people of the Town; and

**WHEREAS**, the Code of Ethics generally provides that no Town officer, official or employee, including all members of boards, commissions and committees, should have any interest, direct or indirect, nor engage in any business transaction or professional activity, nor incur any obligation of any nature, which is in conflict with the proper discharge of his or her duties in the public interest; and

**WHEREAS**, the Town Council believes that a Code of Conduct is appropriate for all members of Town boards, commissions and committees, however, so as to provide clear guidance to such members about conduct that is appropriate for the office(s) they hold; and

**WHEREAS**, the Town Council has further determined that a Code of Conduct is in the best interests of the Town and the members of Town boards, commissions and committees.

**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**

Article 1.04, "Boards, Commissions and Committees," of Chapter 1, "General Provisions," of the Prosper Code of Ordinances is hereby amended by adding a new Section 1.04.003, "Code of Conduct for Town Board, Commission and Committee Members," to read as follows:

#### **"ARTICLE 1.04      BOARDS, COMMISSIONS AND COMMITTEES**

\* \* \*

**Sec. 1.04.003      Code of Conduct for Town Board, Commission and Committee Members.**



(a) Purpose.

- (1) This Code of Conduct establishes expectations of behavior for the appointed officials who represent the Town of Prosper on the Town's various Boards, Commissions and Committees, whether permanent or *ad hoc*. Town of Prosper Board, Commission and Committee Members ("Members") are expected to conduct themselves with appropriate decorum at all times. As leaders in the community, Members are held to a high standard of behavior and conduct and must be mindful that, as Town officials, the distinction between public and private behavior may not be readily apparent, nor easily distinguishable, by the public. Members shall endeavor to ensure that their behavior, whether in person or online, does not reflect negatively on the Town.
- (2) Members should be mindful that Town residents and members of the public represent a wide range of experiences, opinions, backgrounds and world views. Members' public comments, in any forum, including personal and professional social media accounts, that contain racial slurs, profane language or acronyms for profane language, express bigotry toward a group based on race, religion, national origin, sexual orientation, gender, gender identity or any other legally protected classification may be considered conduct unbecoming a Member, and could result in the removal of a Member.

(b) Conduct of Members. All Members:

- (1) shall treat Town residents, Town staff, members of the public, and one another with dignity and respect at all times;
- (2) shall not engage in any form of abuse, harassment, discrimination, intimidation, the use of indecent or insulting words or expressions toward another Member, staff member or member of the public; and
- (3) may be subject to removal if they violate any federal or state law or Town ordinance.

(c) Social Media Guidelines.

- (1) Once posted on social media, content, comments and images may be accessible to anyone, and that content may never be completely removed. As public figures and representatives of the Town, Members should act with discretion and be judicious regarding the material they choose to post on social media. As with any other form of communication, Members are accountable for the content they post on social media and are expected to exercise good judgment.
- (2) When posting or interacting on any social media platform, Members:
  - (i) shall not use a Town email address for personal social media accounts;
  - (ii) shall not post images, files or texts depicting Town property, equipment, apparel or personnel in any manner that would adversely affect the reputation of the Town, a Town employee or department;



- (iii) shall not, on any platform or outlet, make or publish insulting or offensive comments or use derogatory speech regarding a race, religion, national origin, sexual orientation, gender, gender identity or any other legally protected classification;
  - (iv) are prohibited from the disclosure of confidential information or information that could breach the security of the Town in any way;
  - (v) may not attribute personal statements or opinions to the Town when engaging in personal postings on social media sites;
  - (vi) are prohibited from posting anything that promotes, depicts or contains illegal activity of any kind;
  - (vii) are discouraged from posting pictures of themselves or others wearing Town uniforms or Town logos, unless they are posted on the Town's official social media platforms as part of their duties as a Member or shared from a Town social media platform.
- (d) In the event of any conflict between this Section and the Town's Code of Ethics, as amended, the Town's Code of Ethics shall control.

**Secs. 1.40.004—1.04.030**

**Reserved"**

### **SECTION 3**

All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict. Any remaining portion of conflicting ordinances shall remain in full force and effect.

### **SECTION 4**

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

### **SECTION 5**

This Ordinance shall become effective after its passage.

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 27TH DAY OF MAY, 2025.**



**APPROVED:**

---

**David F. Bristol, Mayor**

**ATTEST:**

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**Michelle Lewis Sirianni, Town Secretary**

**APPROVED AS TO FORM AND LEGALITY:**

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**Terrence S. Welch, Town Attorney**





## ENGINEERING SERVICES

**To:** Mayor and Town Council

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

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

**Re:** Contract Amendment No. 1  
Professional Engineering Services Agreement  
First Street (Coleman Street – Craig Road)

**Town Council Meeting – May 27, 2025**

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

**Agenda Item:**

Consider and act upon authorizing the Town Manager to execute Contract Amendment No. 1 to the Professional Engineering Services Agreement between Garver, LLC, and the Town of Prosper, Texas, related to the design services for the First Street from Coleman Street to Craig Road project for \$66,700.

**Description of Agenda Item:**

At the June 13, 2023, Town Council meeting, the Town Council approved a Professional Engineering Services Agreement with Garver, LLC, in the amount of \$496,549.00 for the design of the First Street from Coleman Street to Craig Road project (2305-ST).

The design involves improvements for reconstructing and widening approximately 2,200 linear feet of existing two-lane concrete roadway. The western limit of the project is the intersection of First Street and Coleman Street. It will connect to the future roundabout eastern leg which is currently under design. The eastern limit of the project will connect to the future improvements of the Craig Road project which is currently acquiring right of way. The project includes roadway and drainage design, 12-inch waterline design, sanitary sewer design, pavement markings and signage, erosion control, and traffic control/phasing.

Contract Amendment No. 1 for \$66,700 will add licensed land surveyor services to the Garver, LLC, Professional Engineering Services Agreement. These surveying services will prepare right of way and easement documents for 24 parcels.

**Budget Impact:**

The cost for Contract Amendment No. 1 is \$66,700 and is budgeted in Project String ST202305-DESGN-DESGN.



**Legal Obligations and Review:**

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

**Attached Documents:**

1. Contract Amendment No. 1
2. Location Map

**Town Staff Recommendation:**

Town Staff recommend the Town Council authorize the Town Manager to execute Contract Amendment No. 1 to the Professional Engineering Services Agreement between Garver, LLC, and the Town of Prosper, Texas, related to the design services for the First Street from Coleman Street to Craig Road project for \$66,700.

**Proposed Motion:**

I move to authorize the Town Manager to execute Contract Amendment No. 1 to the Professional Engineering Services Agreement between Garver, LLC, and the Town of Prosper, Texas, related to the design services for the First Street from Coleman Street to Craig Road project for \$66,700.



**CONTRACT AMENDMENT #1  
BETWEEN THE TOWN OF PROSPER, TEXAS, AND GARVER, LLC.  
FOR THE FIRST STREET (COLEMAN-CRAIG) PROJECT (2305-ST)**

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

**WITNESSETH:**

**WHEREAS**, the Town previously engaged the services of the Consultant to design and prepare construction documents for First Street (Coleman-Craig) Project (2305-ST), hereinafter called "Project"; and

**WHEREAS**, the Parties previously entered into an professional services agreement regarding the Project on or about June 13<sup>th</sup>, 2023 in the amount of Four Hundred Ninety-Six Thousand Five Hundred Forty-Nine and 00/100 Dollars (\$496,549.00), hereinafter called the "Original Agreement"; and

**WHEREAS**, the Parties now desire to amend the Original Agreement to increase the scope of services and compensation provided to prepare ROW and Easement Instruments of Conveyance.

For the mutual promises and benefits herein described, Town and Consultant agree to amend the Original Agreement as follows:

1. **Additional Services to be Performed by Consultant.** The Parties agree that Consultant shall perform such additional services as are set forth and described in **Exhibit A1 – Scope of Services** and incorporated herein as if written word for word. All references in the Original Agreement to "Exhibit A" are hereby amended to state "Exhibits A and A1."
2. **Additional Compensation of Consultant.** Town agrees to pay to Consultant for the satisfactory completion of all services included in this Amendment a total additional fee of Sixty-Six Thousand Six Hundred and 00/100 Dollars (\$66,700.00) for the additional services as set forth and described in **Exhibit B1 – Compensation Schedule** and incorporated herein as if written word for word. All references in the Original Agreement to "Exhibit B" are hereby amended to state "Exhibits B and B1."
3. **Revised Compensation for Consultant's Services.** Paragraph 4 of the Original Agreement is hereby amended to increase Consultant's total compensation by deleting "Four Hundred Ninety-Six Thousand Five Hundred Forty-Nine and 00/100 Dollars (\$496,549.00)" and replacing it with "Five Hundred Sixty-Three Thousand Two Hundred Forty-Nine and 00/100 Dollars (\$563,249.00)".
4. **Original Agreement.** All other provisions and terms of the Original Agreement shall remain in full force and effect and this Amendment to the Original Agreement shall in no way release, affect, or impair any other provision or responsibility contained in the Original Agreement.



**IN WITNESS WHEREOF**, the Parties, having read and understood this Amendment, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**GARVER, LLC****TOWN OF PROSPER, TEXAS**

By: Wendy G. Travis  
Signature

Wendy G. Travis, AICP  
Printed Name

Vice President  
Title

May 13, 2025  
Date

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

Mario Canizares  
Printed Name

Town Manager  
Title

\_\_\_\_\_  
Date



**EXHIBIT A1  
SCOPE OF SERVICES**

**CONTRACT AMENDMENT #1  
BETWEEN THE TOWN OF PROSPER, TEXAS, AND GARVER, LLC  
FOR THE FIRST STREET (COLEMAN-CRAIG) PROJECT (2305-ST)**

**I. PROJECT DESCRIPTION**

Provide right of way and easement documents for procurement prepared by a licensed surveyor for 24 parcels, 3 of which have multiple boundaries. This scope of work assumes 1 draft preparation and 1 revision for final sealed exhibits and metes & bounds.

**II. TASK SUMMARY**

Task 7 – ROW & ESMT Document Preparation

Develop 1 set of drafts and 1 set of final right of way and easement documents, with metes and bounds where required, for 24 parcels adjacent to the project.

**III. DELIVERABLES**

Task 7 – ROW & ESMT Document Preparation 1 set of drafts and 1 set of final sealed right of way and easement documents for 24 parcels



**EXHIBIT B1  
COMPENSATION SCHEDULE**

**CONTRACT AMENDMENT #1  
BETWEEN THE TOWN OF PROSPER, TEXAS, AND GARVER, LLC  
FOR THE FIRST STREET (COLEMAN-CRAIG) PROJECT (2305-ST)**

**I. COMPENSATION SCHEDULE**

<b>Task</b>	<b>Completion Schedule (End of Month)</b>	<b>Compensation Schedule</b>
Notice-to-Proceed	May 2025	
<u>Task 7 – ROW &amp; ESMT Document Preparation (Draft)</u>	July 2025	\$53,280.00
<u>Task 7 – ROW &amp; ESMT Document Preparation (Final)</u>	August 2025	\$13,420.00
<b>Total Compensation</b>		<b>\$66,700.00</b>

**II. COMPENSATION SUMMARY**

<b>Basic Services (Lump Sum)</b>	<b>Amount</b>
<u>Task 7 – ROW &amp; ESMT Document Preparation</u>	\$66,700.00
<b>Total Basic Services:</b>	<b>\$66,700.00</b>

<b>Special Services (Hourly Not-to-Exceed)</b>	<b>Amount</b>
None	\$0,000
<b>Total Special Services:</b>	<b>\$0,000</b>

<b>Direct Expenses</b>	<b>Amount</b>
None	\$0,000
<b>Total Direct Expenses:</b>	<b>\$0,000</b>



## LOCATION MAP



First Street Improvements  
From Coleman Street to Craig Road







## ENGINEERING SERVICES

**To: Mayor and Town Council**

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

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

**Re: Construction of Three (3) Pedestrian Hybrid Beacons (PHB)  
First/Copper Canyon, First/Chaucer, Gee/Lockwood**

**Town Council Meeting – May 27, 2025**

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

#### **Agenda Item:**

Consider and act upon authorizing the Town Manager to enter into an agreement with Mels Electric LLC, related to the construction of three (3) Pedestrian Hybrid Beacons (PHB) at First/Copper Canyon, First/Chaucer, and Gee/Lockwood for \$628,178.

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

On October 24, 2023, the Town entered into a Professional Engineering Services Agreement with Lee Engineering, Inc., for the design of a traffic signal at Gee Road and Acacia Parkway and design of PHB's at First/Copper Canyon, First/Chaucer, and Gee/Lockwood locations.

At the September 24, 2024, Town Council meeting, the Town Council approved the purchase of traffic signal poles, mast arms, cabinets, battery backup units (BBU), and related equipment were from Consolidated Traffic Controls, Inc. The delivery of these traffic related equipment items is anticipated in early July 2025.

The proposed scope of work involves the installation of the pre-ordered traffic related equipment items along with all work related to the installation of three (3) PHB's including drilling the pole foundations, installation of conduits, electric conductors, signal cables, signal heads, traffic controller and cabinet, sidewalks, curb & gutter, ADA curb ramps, and traffic signs. Since time is of the essence to complete the construction of the three (3) PHB's before the first day of school on August 12, 2025, the Engineering Department contacted the City of Garland to utilize their existing contract for "Traffic Signal Installations/Modernizations" from Mels Electric LLC. The Town is able to utilize the City of Garland's contract with Mels Electric LLC, under an existing Interlocal Agreement with the Collin County Governmental Purchase Forum.

The Town has previously used Mels Electric LLC, on several Town projects with satisfactory results. Upon approval, they will mobilize to the construction site within 30 days and be completed with the construction of the three (3) PHB's by August 8, 2025.



**Budget Impact:**

The cost for the construction of this project is \$628,177.63, which is less than the Engineer's Estimate of \$667,263.36. The funding for this project is broken out into the following accounts.

TR202417 CONST-CONST \$227,674.56 (Gee/Lockwood)  
 TR202418 CONST-CONST \$206,486.71 (First/Copper Canyon)  
 TR202419 CONST-CONST \$194,016.36 (First/Chaucer)

Prior Encumber Amounts: (Pre-Ordered Equipment)  
 TR202417 CONST-CONST \$89,188 (Gee/Lockwood)  
 TR202418 CONST-CONST \$84,317 (First/Copper Canyon)  
 TR202419 CONST-CONST \$82,108 (First/Chaucer)

Prior Encumber Amounts: (Design Fee)  
 TR202417 DESGN-DESIGN \$29,250 (Gee/Lockwood)  
 TR202418 DESGN-DESIGN \$29,250 (First/Copper Canyon)  
 TR202419 DESGN-DESIGN \$29,250 (First/Chaucer)

The total budgeted amount for design and construction of the three (3) PHB's is \$777,600, and the total costs is \$971,540.63. The balance of \$193,940.63, and a \$33,000 contingency will be funded from CIP Project Number 2501-TR Traffic Improvement Projects.

**Legal Obligations and Review:**

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

**Attached Documents:**

1. Proposal from Mels Electric LLC
2. Location Map

**Town Staff Recommendation:**

Town Staff recommend the Town Council authorize the Town Manager to execute an agreement with Mels Electric LLC, related to the construction of three (3) Pedestrian Hybrid Beacons (PHB) at First/Copper Canyon, First/Chaucer, and Gee/Lockwood for \$628,178.

**Proposed Motion:**

I move to authorize the Town Manager to execute an agreement with Mels Electric, LLC, related to the construction of three (3) Pedestrian Hybrid Beacons (PHB) at First/Copper Canyon, First/Chaucer, and Gee/Lockwood for \$628,178.



**MELS ELECTRIC LLC**  
**PO BOX 40, WILMER, TX 75172-0040 PHONE: 972-441-6208 FAX: 972-441-6394**  
**BID QUOTATION**

Item 9.

PROJECT NAME:  
**FIRST STREET & CHAUCER LANE**  
**FIRST STREET & COPPER CANYON DR**  
**GEE RD SOUTH OF LOCKWOOD DR**

DATE : 5-1-25

LOCATION:  
**PROSPER, TEXAS**

TOTAL \$628,177.63

Item	Description	Quan.	Unit Price	Per	* Extended Price *
1-416	DRILL SHAFT (TRF SIG POLE ) (30 IN )	11.00	\$515.00	LF	\$5,665.00 *
2-416	DRILL SHAFT (TRF SIG POLE ) (36 IN )	65.00	\$610.00	LF	\$39,650.00 *
3-500	MOBILIZATION FEE	1.00	\$3,500.00	LS	\$3,500.00 *
4-502	BARRICADES, SIGNS AND TRAFFIC HANDLING / LOCATION	9.00	\$5,000.00	MO	\$45,000.00 *
9-618	CONDT (PVC)(SCHD 40)(2")	275.00	\$16.10	LF	\$4,427.50 *
10-618	CONDT (PVC)(SCHD 40)(3")	145.00	\$20.50	LF	\$2,972.50 *
11-618	CONDT (PVC)(SCHD 40)(4")	355.00	\$26.75	LF	\$9,496.25 *
12-618	CONDT (PVC)(SCHD 40)(4")(BORE)	480.00	\$41.20	LF	\$19,776.00 *
13-618	CONDT (PVC)(SCHD 80)(2")	345.00	\$19.50	LF	\$6,727.50 *
14-620	ELEC CONDR (NO. 8) INSULATED	2,500.00	\$2.90	LF	\$7,250.00 *
15-620	ELEC CONDR (NO. 6) BARE	1,245.00	\$3.00	LF	\$3,735.00 *
16-620	ELEC CONDR (NO. 6) INSULATED	550.00	\$3.15	LF	\$1,732.50 *
17-624	GROUND BOX TY D (162922) w/APRON	12.00	\$1,950.00	EA	\$23,400.00 *
18-628	ELC SRV TY D (120/240) 060 (NS) AL (E) PS (U)	3.00	\$12,150.00	EA	\$36,450.00 *
19-636	ALUMINUM SIGNS (TY A)	37.00	\$335.00	EA	\$12,395.00 *
20-644	IN SM RD SN SUP&AM TY 10BWG(1)SA(P)	20.00	\$1,335.00	EA	\$26,700.00 *
21-644	REMOVE SM RD SN SUP & AM	1.00	\$250.00	EA	\$250.00 *
22-666	REFL PV MRK TY II (W) 24" (SLD)	838.00	\$30.00	LF	\$25,140.00 *
23-666	PAVEMENT SLER 24 IN	838.00	\$9.25	LF	\$7,751.50 *
24-677	ELIM EXT PM & MRKS (24 IN)	444.00	\$17.50	LF	\$7,770.00 *
25-678	PAV SURF PREP FOR MRK (24 IN)	838.00	\$7.25	LF	\$6,075.50 *
26-680	INSTALL HWY TRF SIG (ISOLATED)	3.00	\$24,725.00	EA	\$74,175.00 *
27-682	VEH SIG SEC (12") LED (YEL)	16.00	\$525.00	EA	\$8,400.00 *
28-682	VEH SIG SEC (12") LED (RED)	32.00	\$525.00	EA	\$16,800.00 *
29-682	PED SIG SEC (LED) (COUNTDOWN)	8.00	\$1,175.00	EA	\$9,400.00 *
30-682	BACKPLATE W/REF BRDR (3 SEC) (VENT) ALUM	16.00	\$1,375.00	EA	\$22,000.00 *
31-684	TRF SIG CBL (TY A) (14 AWG) (5 CONDR)	828.00	\$3.20	LF	\$2,649.60 *
32-684	TRF SIG CBL (TY A) (14 AWG) (10 CONDR)	1,535.00	\$6.50	LF	\$9,977.50 *
33-684	TRF SIG CBL (TYC) (12 AWG) (2 CONDR)	1,395.00	\$3.50	LF	\$4,882.50 *
34-687	PED POLE ASSEMBLY	2.00	\$4,025.00	EA	\$8,050.00 *
35-688	PED DETECT PUSH BUTTON (APS)	7.00	\$1,575.50	EA	\$11,028.50 *
36-688	PED DETECT CONTROLLER UNIT	3.00	\$4,685.00	EA	\$14,055.00 *
	INSTALL BBU SYSTEM (MTD TO EXTERIOR CONTROLLER CAB)	3.00	\$1,800.00	EA	\$5,400.00 *
	INST TRF SIG PL AM (S) 1 ARM (32')	1.00	\$4,400.00	EA	\$4,400.00 *
	INST TRF SIG PL AM (S) 1 ARM (36')	1.00	\$4,495.00	EA	\$4,495.00 *
	INST TRF SIG PL AM (S) 1 ARM (40')	2.00	\$4,695.00	EA	\$9,390.00 *
	INST TRF SIG PL AM (S) 1 ARM (44')	1.00	\$4,850.00	EA	\$4,850.00 *
	INST TRF SIG PL AM (S) 1 ARM (48')	1.00	\$6,050.00	EA	\$6,050.00 *
	MAST ARM ANCHOR BOLT ASSEMBLY	6.00	\$2,750.00	EA	\$16,500.00 *
	F&I CABINET FOUNDATION	3.00	\$3,985.00	EA	\$11,955.00 *
	INSTALL SIGNAL POLE LUMINAIRE & ARM	6.00	\$850.00	EA	\$5,100.00 *
Subsidiary	CONC. SIDEWALKS (5IN) CHAUCER & FIRST	33.00	\$250.00	SY	\$8,250.00 *
	CURB & GUTTER	25.00	\$125.00	LF	\$3,125.00 *
	CURB RAMPS (TY 5)	12.00	\$500.00	SY	\$6,000.00 *
Subsidiary	CONC. SIDEWALKS (5IN) COPPER CANYONR & FIRST	51.00	\$250.00	SY	\$12,750.00 *
	CURB & GUTTER	35.00	\$125.00	LF	\$4,375.00 *
	CURB RAMPS (TY 5)	2.00	\$5,875.00	EA	\$11,750.00 *
Subsidiary	CONC. SIDEWALKS (5IN) GEE	58.00	\$250.00	SY	\$14,500.00 *
	CURB & GUTTER	20.00	\$125.00	LF	\$2,500.00 *
	CURB RAMPS (TY 5)	2.00	\$5,875.00	EA	\$11,750.00 *
	BONDS FOR PROJECT	1.00	\$7,755.28	LS	\$7,755.28 *

\*\*\* Longest Lead Time for Some Materials is 16 - 18 Weeks \*\*\*

RCVD ADDENDUM:

NOTES: Bid quotation does NOT include:

engineering, barricades, temp. power, tax, pavement markings,  
 utility co. charges, removal & replacement of irrigation, landscape, spoils, asphalt  
 or concrete, riprap around poles, engineered traffic control plan or equipment.  
 TEMP SIGNALS, ANY SIGNAL POLES, CONTROLLER, CABINET ASSEM.  
 BBU SYSTEM, MALFUNCTION MANAGEMENT UNIT, RADARS, CAMERAS  
 RVDS PRESENCE DETECTION, RVDS ADVANCE DETECTION, ETC.

MATERIALS \$342,860.60  
 LABOR, OVERHEAD, PROFIT, ETC \$285,317.03

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

TOTAL BID PRICE \$628,177.63



## LOCATION MAP



First/Copper Canyon, First/Chaucer, Gee/Lockwood  
Pedestrian Hybrid Beacons (HAWK)







## 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:** Façade Plan for Gates of Prosper Phase 3

Town Council Meeting – May 27, 2025

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

**Agenda Item:**

Consider and act upon a revised Façade Plan for Gates of Prosper, Phase 3, Block B, Lot 2, on 15.8± acres, located north of US 380 and west of Preston Road. (DEVAPP-23-0165) (DH)

**Description of Agenda Item:**

Per Planned Development-67 (Gates of Prosper), façade plans are required to be approved by Town Council. On January 9, 2023, Town Council approved a façade plan for two buildings on Lot 2. The buildings are under construction.

The exterior of the buildings has been updated during construction. The previously approved Façade Plan showed a mezzanine on the north side of Building A that has since been removed. The updated elevations have enhanced the placement of the building materials while continuing to meet the requirements of Planned Development-67.

**Budget Impact:**

There is no budget impact affiliated with this item.

**Attached Documents:**

1. Location Map
2. Revised Façade Plan
3. Previously Approved Façade Plan

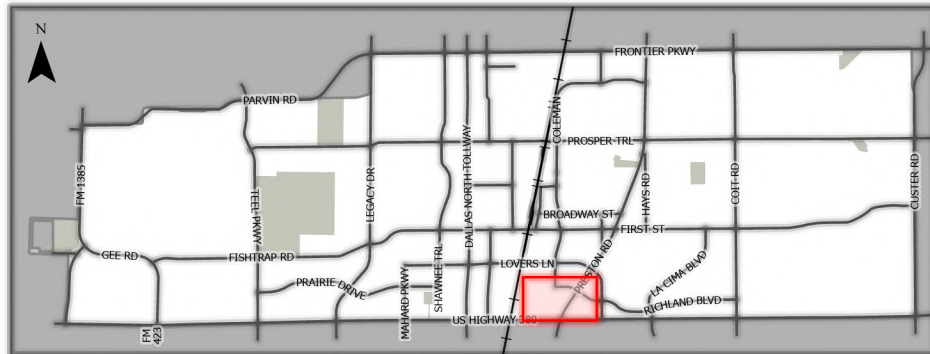
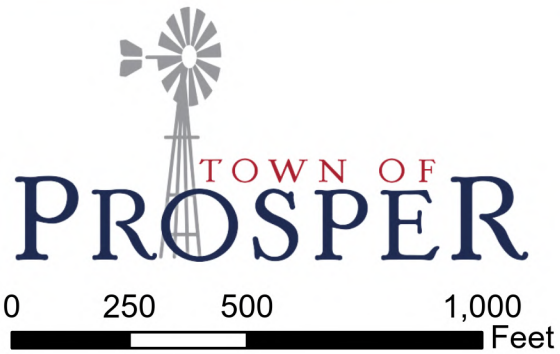
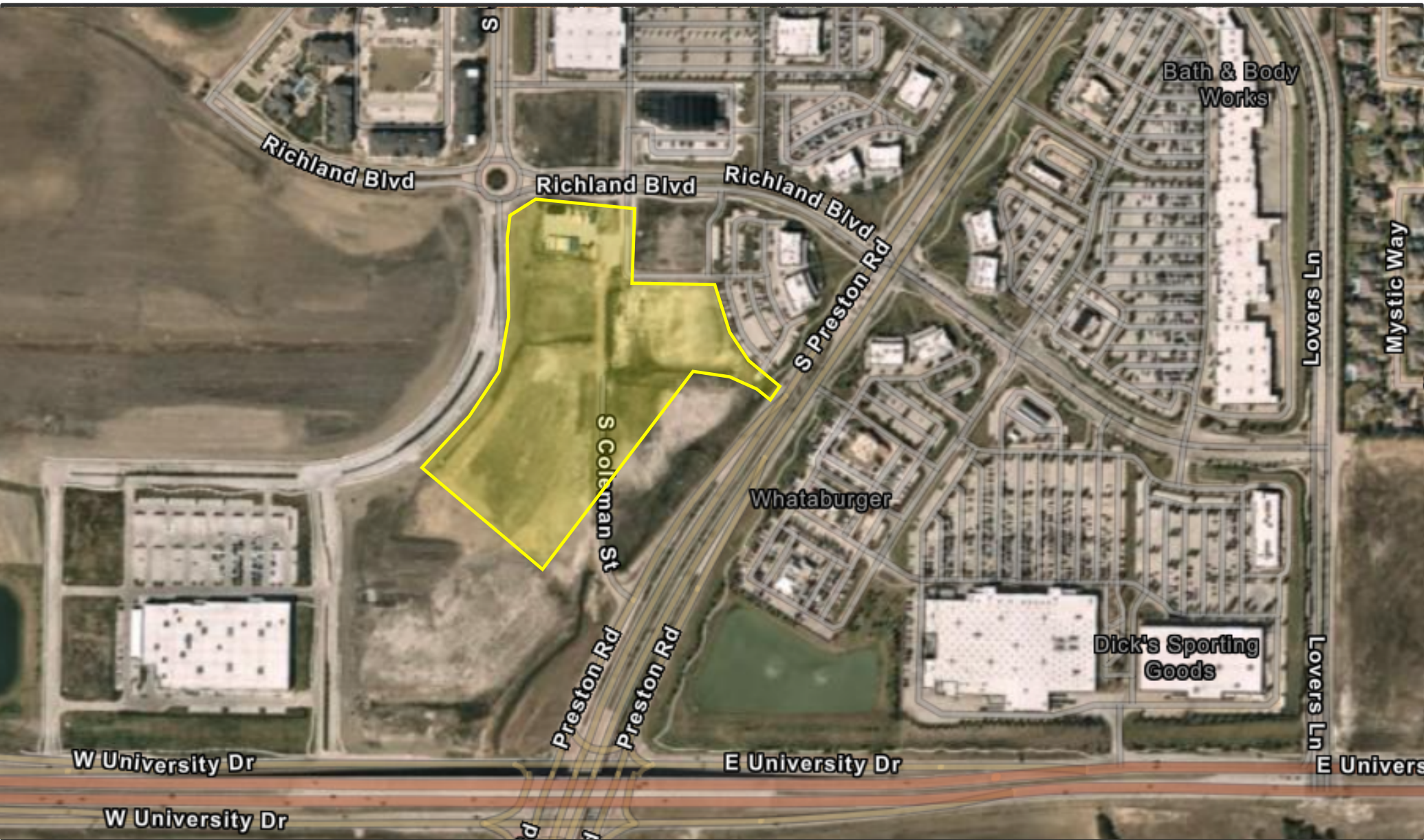
**Town Staff Recommendation:**

Staff recommends approval of the revised Façade Plan for Gates of Prosper, Phase 3, Block B, Lot 2.

**Proposed Motion:**

I move to approve the revised Façade Plan for Gates of Prosper, Phase 3, Block B, Lot 2.





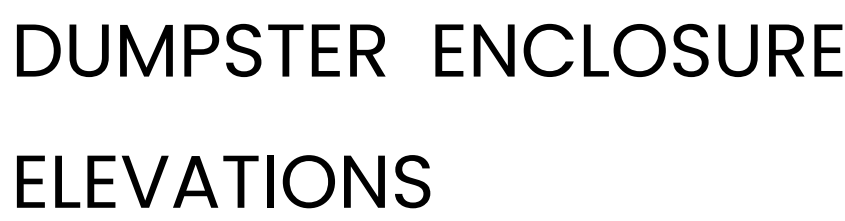
This map for illustration purposes only

DEVAPP-23-0165

Gates of Prosper Phase 3,  
Block B, Lot 2

Facade Plan

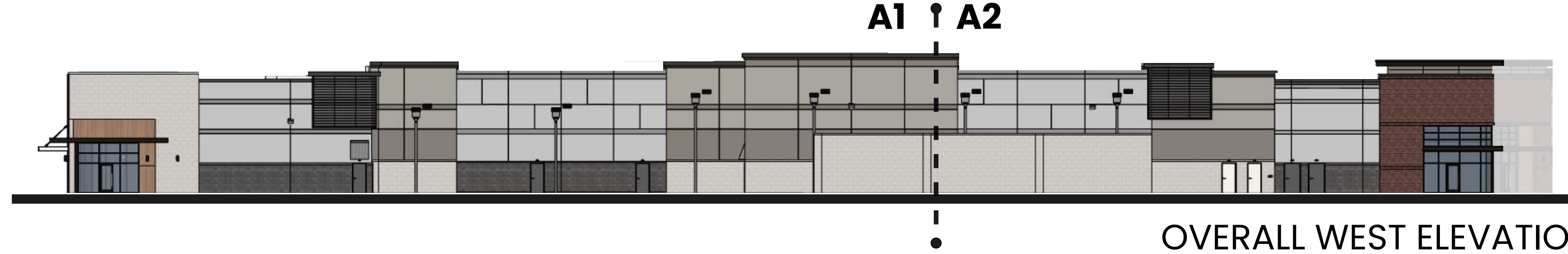




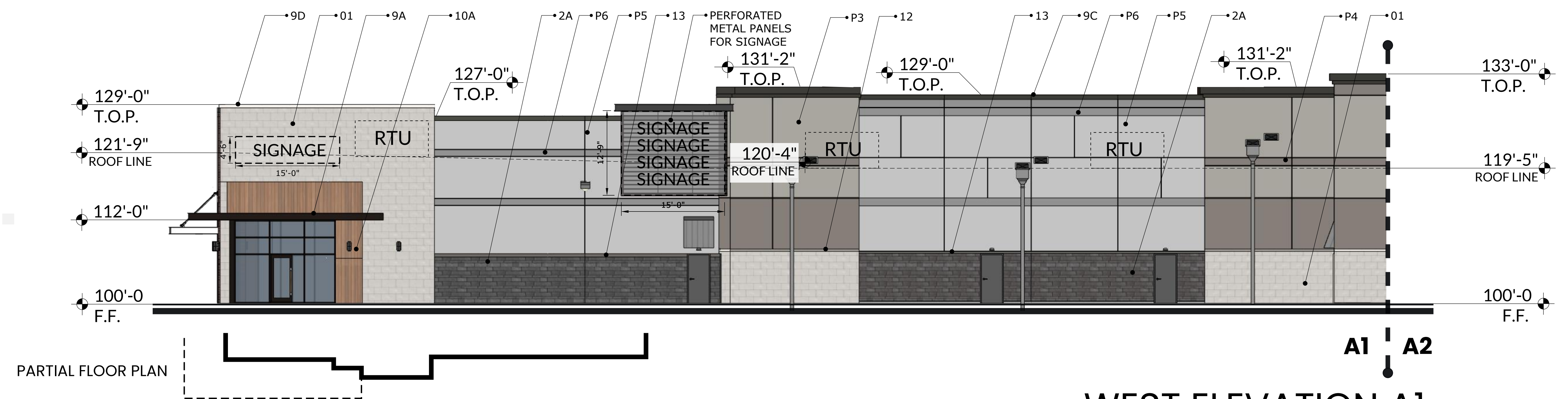
# SITE PLAN

## Page 64

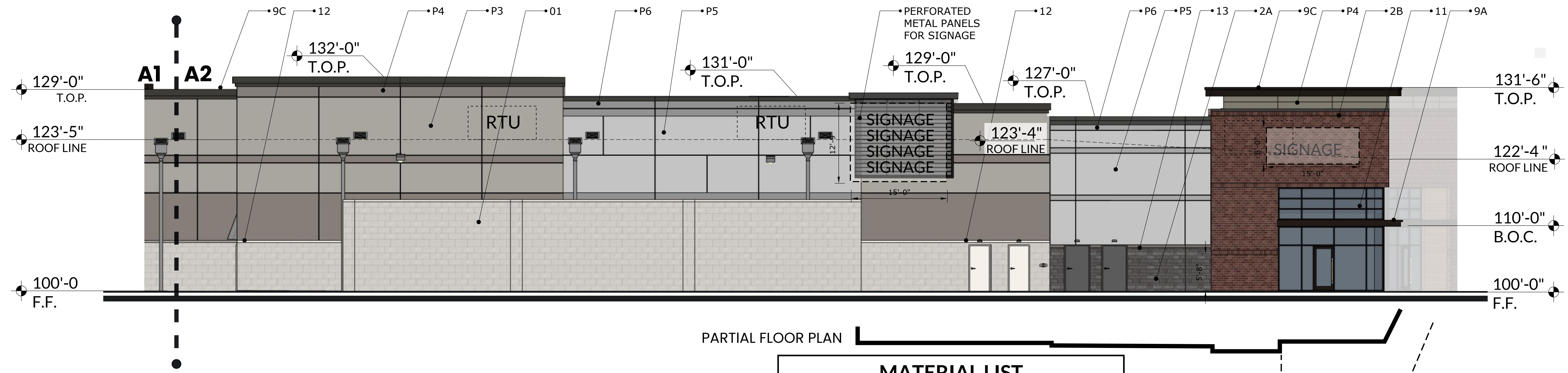




OVERALL WEST ELEVATION



WEST ELEVATION A1



WEST ELEVATION A2

ELEVATION NOTES

- 1) THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL FROM THE BUILDING INSPECTIONS DIVISION.
- 2) ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW. ROOFTOP MOUNTED EQUIPMENT SHALL BE SCREENED BY A PARAPET WALL OR SCREENING WALL. SCREENING WALLS SHALL BE PER THE SPECIFICATIONS OF THE ZONING ORDINANCE.
- 3) WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING.
- 4) ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BY THE BUILDING INSPECTIONS DIVISION.
- 5) WINDOWS SHALL BE MAXIMUM EXTERIOR VISIBLE REFLECTIVITY OF TEN(10) PERCENT.
- 6) ANY DEVIATION FROM THE APPROVED FACADE PLAN WILL REQUIRE RE-APPROVAL BY THE TOWN OF PROSPER.

MATERIAL CALCULATIONS

BUILDING A - BACK ELEVATION(WEST)	
NET SURFACE AREA SQ.FT.	9,664
TOTAL SURFACE AREA SQ.FT.	10,128
MATERIAL PERCENTAGES TAKEN FROM THE NET SURFACE	
Coronado Smooth Limestone	15%
Coronado Stone - Prairie Stone - Smoke	16%
Endicott Thin Brick - Medium Ironpost #46	5%
Total Stone	36%
Painted Formliner (Peppercorn - SW 7674)	0%
Tilt Wall Color 01 (Snowbound - SW 7004)	0%
Tilt Wall Color 02 (Shoji White - SW 7042)	25%
Tilt Wall Color 03 (Anonymous - SW 7046)	1%
Tilt Wall Color 04 (Gray Matters - SW 7066)	28%
Total Tilt Wall	53%
Total Masonry	89%
Metal Canopy	10%
Wood Composite Material	1%
Total Secondary Material	11%
Glazing	5%

MATERIAL LIST

- STONE
- ① CORONADO STONE- SMOOTH LIMESTONE 12" x 24"
  - ②A CORONADO STONE- PRAIRIE STONE - SMOKE
  - ②B ENDICOTT THIN BRICK- MEDIUM IRONSPOT#46
- TILT WALL - PAINT COLORS
- ① TILT WALL COLOR 01 (SW 7004 - SNOWBOUND)
  - ② TILT WALL COLOR 02 (SW 7042 - SHOJI WHITE)
  - ③ TILT WALL COLOR 03 (SW 6141 - SOFTER TAN)
  - ④ TILT WALL COLOR 03 (SW 7046 - ANONYMOUS)
  - ⑤ TILT WALL COLOR 04 (SW 7066 - GRAY MATTERS)
  - ⑥ TILT WALL COLOR 05 (SW 7066 - CITYSCAPE)
  - ⑦ TILT WALL COLOR 05 (SW 7674 - PEPPERCORN)
- GLAZING
- ① STOREFRONT DARK BRONZE
- METAL
- ⑨A METAL CANOPY TO BE PAINTED SW 7048 URBAN BRONZE
  - ⑨B METAL CANOPY TO BE PAINTED SW 7004 - SNOWBOUND
  - ⑨C METAL COPING DARK BRONZE
  - ⑨D METAL COPING PARCHMENT
- FIBER CEMENT
- ⑩A FIBER CEMENT BOARD NICHIIA - CEDAR
  - ⑩B FIBER CEMENT BOARD NICHIIA - VINTAGEWOOD ASH
- EIFS
- ⑩ #449 BUCKSKIN SANDPEBBLE FINE
  - ⑩ #616 KINGS GRAY SANDPEBBLE FINE

GATES OF PROSPER PHASE III

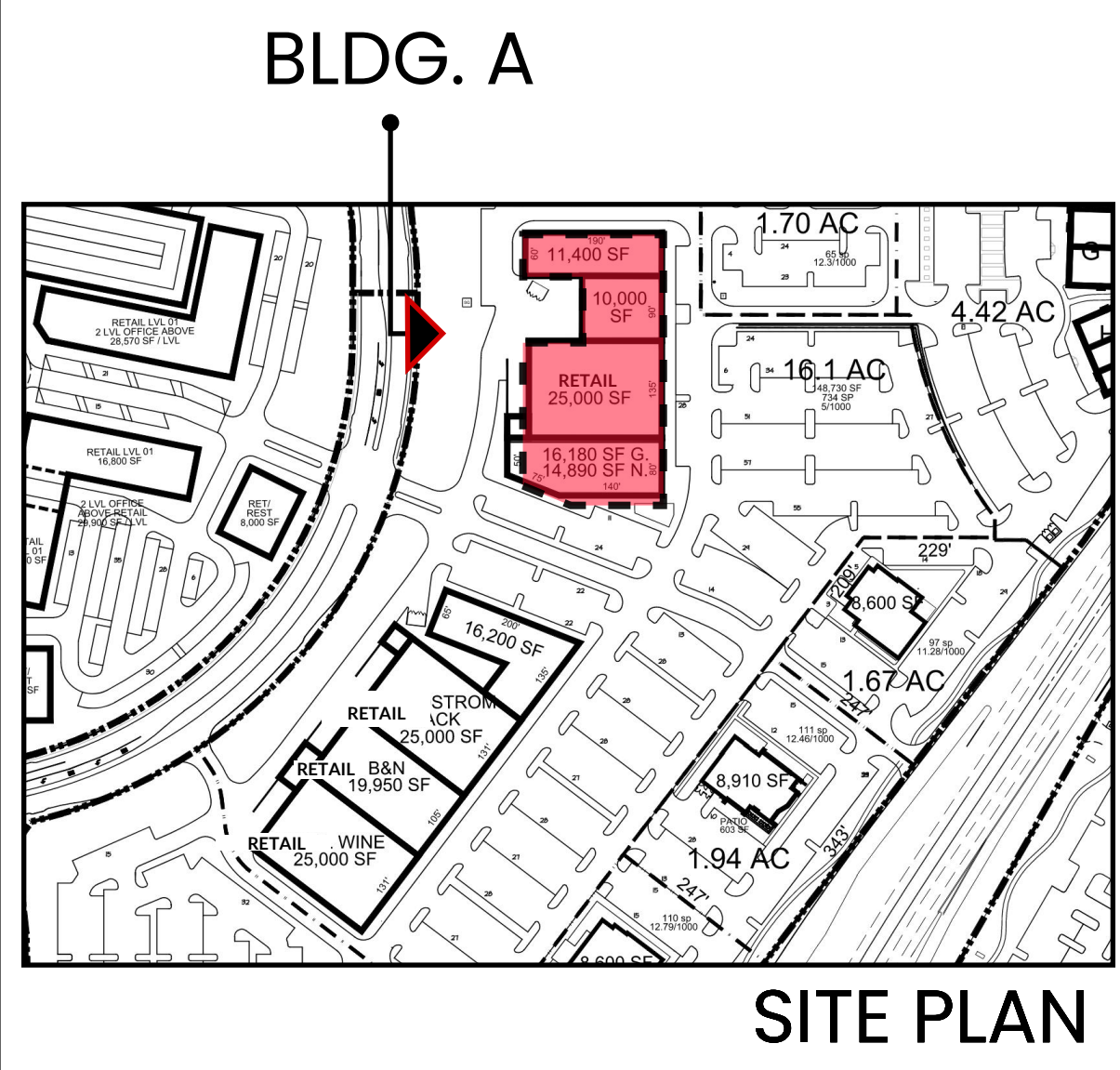


PROSPER, TX

BLDG.A ELEVATIONS BACK (WEST)

SCALE : 1/8"= 1'-0"

05.14.2025



SITE PLAN

FACADE PLAN

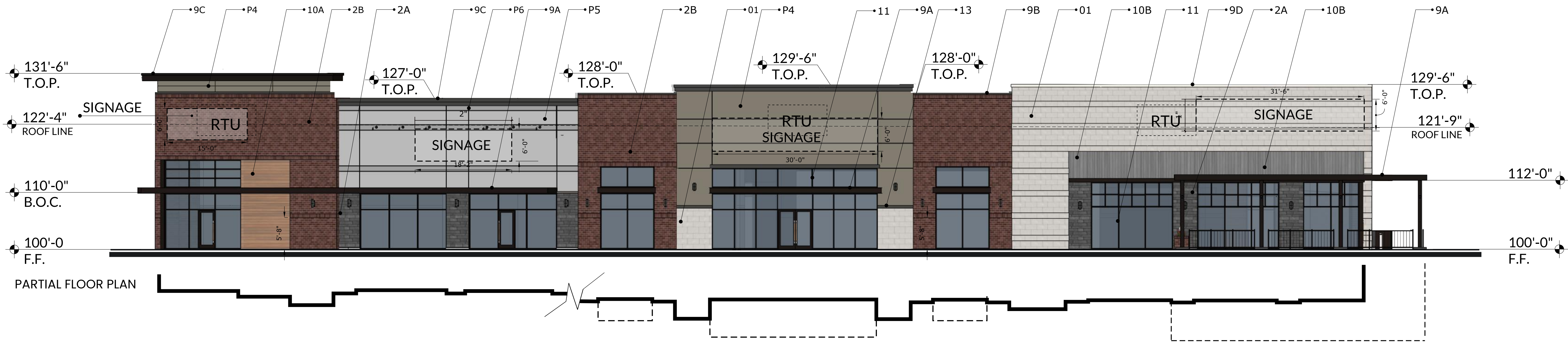
GATES OF PROSPER, PHASE 03  
BLOCK B, LOT 2  
DEVAPP-23-0165  
BEING 15.77 ACRES OUT OF THE  
BEN RENNISON SURVEY AVSTRACT NO.755  
JOHN YARNELL SURVEY ABSTRACT NO.1038  
COLLIN COUNTY SCHOOL LAND NO.SURVEY  
ABSTRACT NO.147  
TOWN OF PROSPER, COLLIN COUNTY, TEXAS  
SUBMITTED:

OWNER:  
380 & 288 LP  
1 COWBOYS WAY  
FRISCO, TEXAS 75034  
CONTACT: NICHOLAS LINK  
PHONE: (972)497-4854

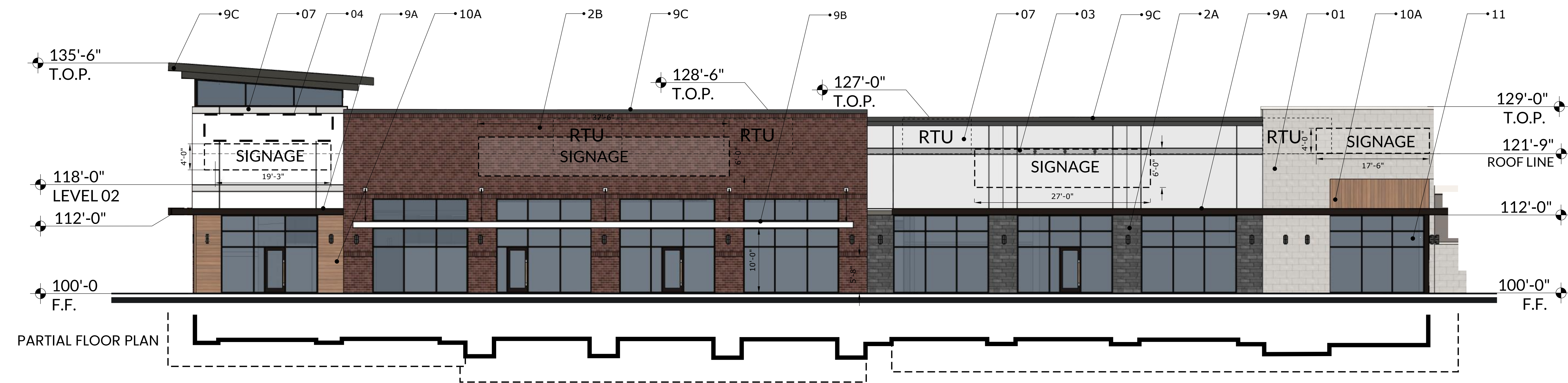
ENGINEER/ SURVEYOR:  
KIMLEY-HORN AND ASSOCIATES, INC.  
260 EAST DAVIS STREET, SUITE 100  
MCKINNEY, TEXAS 75069  
CONTACT: RACHEL KORUS, P.E.  
PHONE: 9469301-2580

ARCHITECT:  
O'BRIEN ARCHITECTS  
1722 ROUTH ST., SUITE 122  
DALLAS, TEXAS 75201  
CONTACT: DAVID TRUONG  
PHONE: (972) 788-1010





01 SOUTH ELEVATION



02 NORTH ELEVATION

MATERIAL CALCULATIONS	SOUTH	NORTH
BUILDING A - BACK ELEVATION(SOUTH)		
NET SURFACE AREA SQ.FT.	4,870	3,793
TOTAL SURFACE AREA SQ.FT.	6,779	5,562
SURFACE		
Coronado Smooth Limestone	20%	12%
Coronado Stone - Prairie Stone - Smoke	2%	12%
Endicott Thin Brick - Medium Ironspot #46	23%	38%
Total Stone	46%	62%
Painted Formliner ( Peppercorn - SW 7674)	0%	0%
Tilt Wall Color 01 (Snowbound - SW 7004)	0%	0%
Tilt Wall Color 02 (Shoji White - SW 7042)	0%	0%
Tilt Wall Color 03 (Anonymous - SW 7046)	17%	0%
Tilt Wall Color 04 (Gray Matters - SW 7066)	84%	0
Total Tilt Wall	14%	21%
Total Masonry	31%	83%
Metal Canopy Metal Coping	1,525	803
Wood Composite Material	3,748	3,146
Total Secondary Material	8%	11%
Glazing	15%	6%
	716	233
	1,122	647
	39%	47%
	1,909	1,769

ELEVATION NOTES

- 1) THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL FROM THE BUILDING INSPECTIONS DIVISION.
- 2) ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW. ROOFTOP MOUNTED EQUIPMENT SHALL BE SCREENED BY A PARAPET WALL OR SCREENING WALL. SCREENING WALLS SHALL BE PER THE SPECIFICATIONS OF THE ZONING ORDINANCE.
- 3) WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING.
- 4) ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BYTHE BUILDING INPSECTIONS DIVISION.
- 5) WINDOWS SHALL BE MAXIMUM EXTERIOR VISIBLE REFLECTIVITY OF TEN(10) PERCENT.
- 6) ANY DEVIATION FROM THE APPROVED FACADE PLAN WILL REQUIRE RE-APPROVAL BY THE TOWN OF PROSPER.

MATERIAL LIST

- STONE
- 1

CORONADO STONE- SMOOTH LIMESTONE 12" x 24"
- 2A

CORONADO STONE- PRAIRIE STONE - SMOKE
- 2B

ENDICOTT THIN BRICK- MEDIUM IRONSPOT#46
- TILT WALL - PAINT COLORS
- P1

TILT WALL COLOR 01 (SW 7004 - SNOWBOUND)
- P2

TILT WALL COLOR 02 (SW 7042 - SHOJI WHITE)
- P3

TILT WALL COLOR 03 (SW 6141 - SOFTER TAN)
- P4

TILT WALL COLOR 03 (SW 7046 - ANONYMOUS)
- P5

TILT WALL COLOR 04 (SW 7066 - GRAY MATTERS)
- P6

TILT WALL COLOR 05 (SW 7066 - CITYSCAPE)
- P7

TILT WALL COLOR 05 (SW 7674 - PEPPERCORN)
- GLAZING
- 11

STOREFRONT DARK BRONZE
- METAL
- 9A

METAL CANOPY TO BE PAINTED SW 7048 URBAN BRONZE
- 9B

METAL CANOPY TO BE PAINTED SW 7004 - SNOWBOUND
- 9C

METAL COPING DARK BRONZE
- 9D

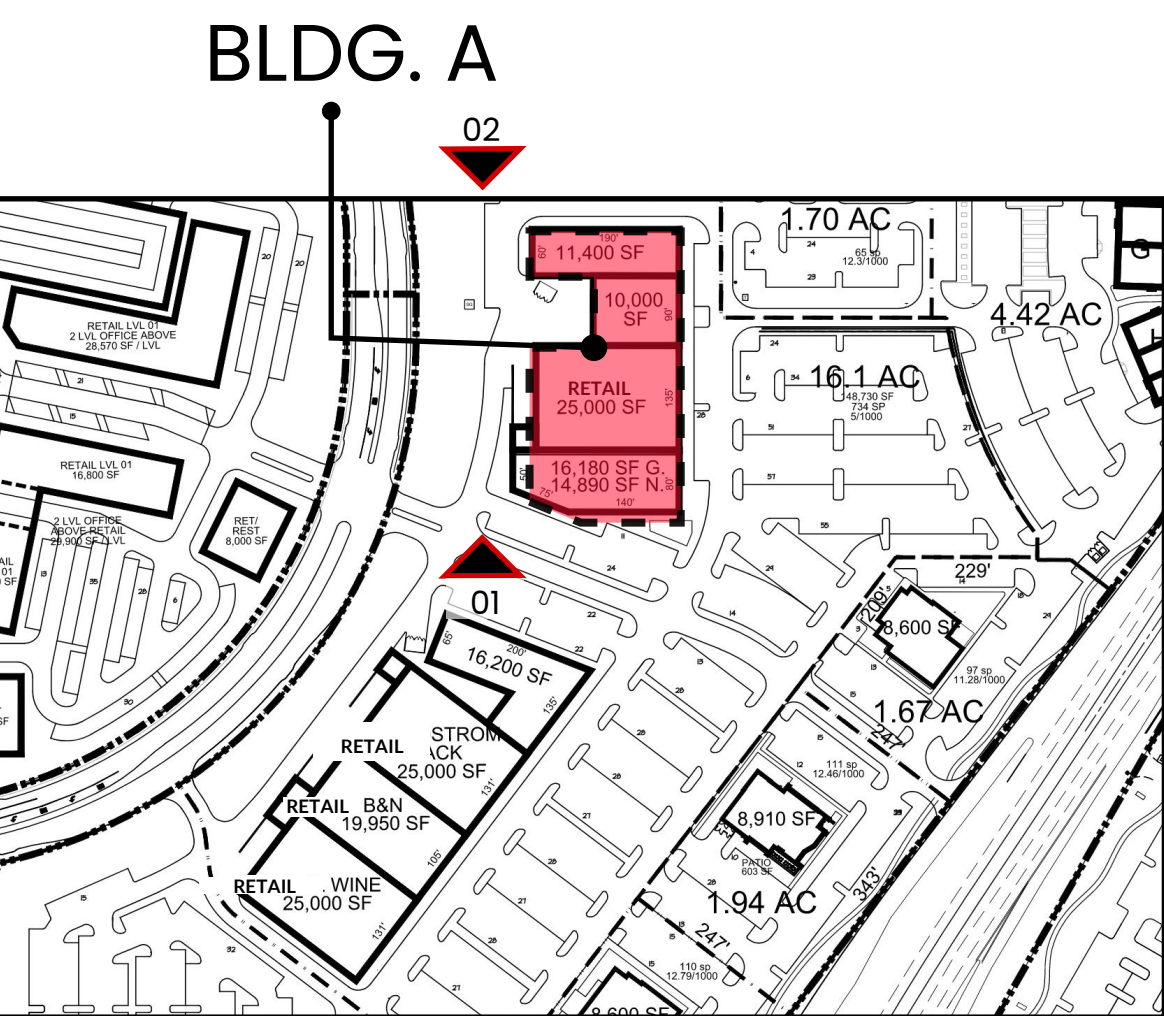
METAL COPING PARCHMENT
- FIBER CEMENT
- 10A

FIBER CEMENT BOARD NICHIIHA - CEDAR
- 10B

FIBER CEMENT BOARD NICHIIHA - VINTAGEWOOD ASH
- EIFS
- 12

#449 BUCKSKIN SANDPEBBLE FINE
- 13

#616 KINGS GRAY SANDPEBBLE FINE



SITE PLAN

FACADE PLAN

GATES OF PROSPER, PHASE 03  
BLOCK B, LOT 2  
DEVAPP-23-0165  
BEING 15.77 ACRES OUT OF THE  
BEN RENNISON SURVEY AVSTRACT NO.755  
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TOWN OF PROSPER, COLLIN COUNTY, TEXAS  
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GATES OF PROSPER PHASE III



PROSPER, TX

BLDG.A ELEVATIONS SIDES (SOUTH & NORTH)

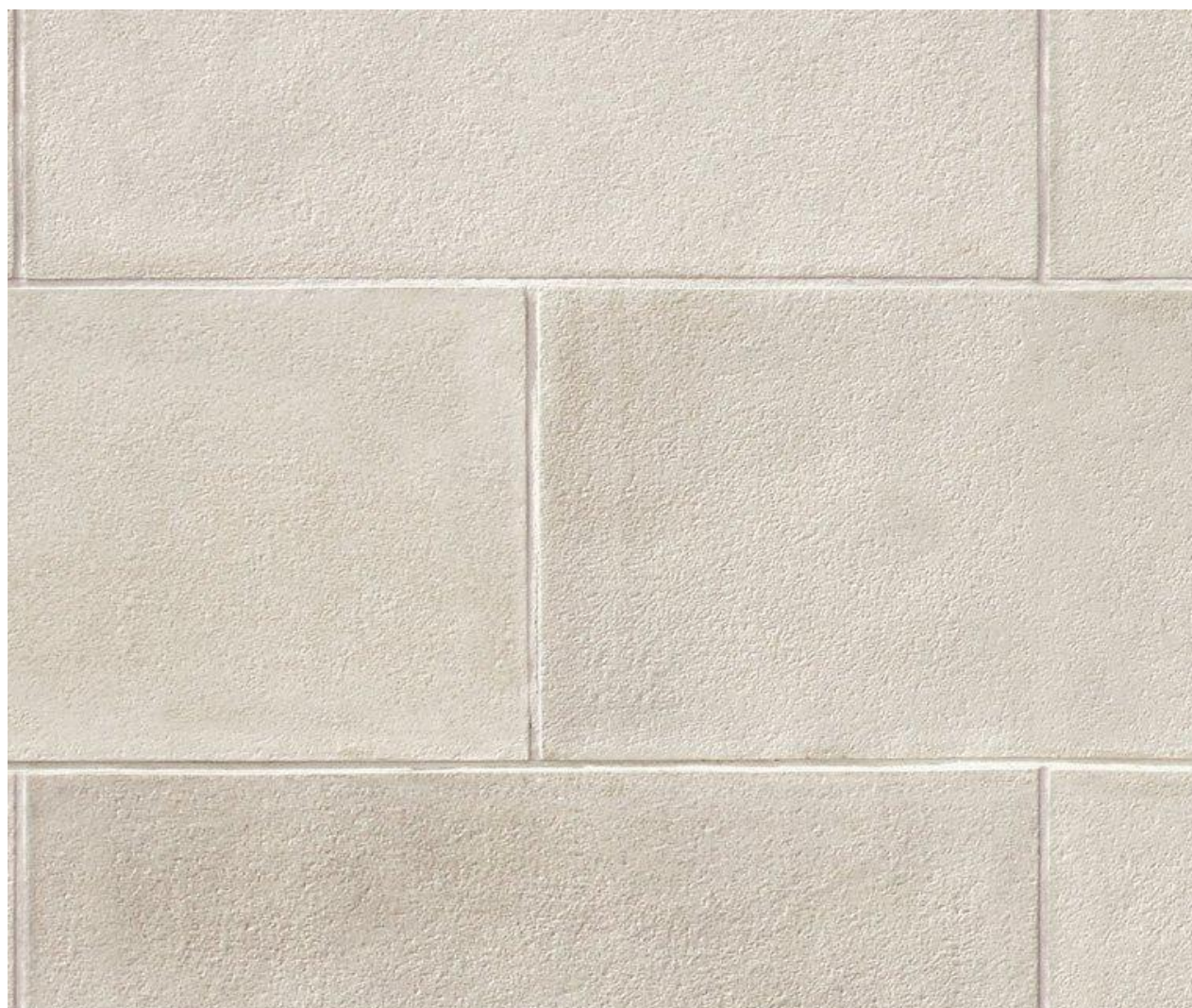
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05.14.2025





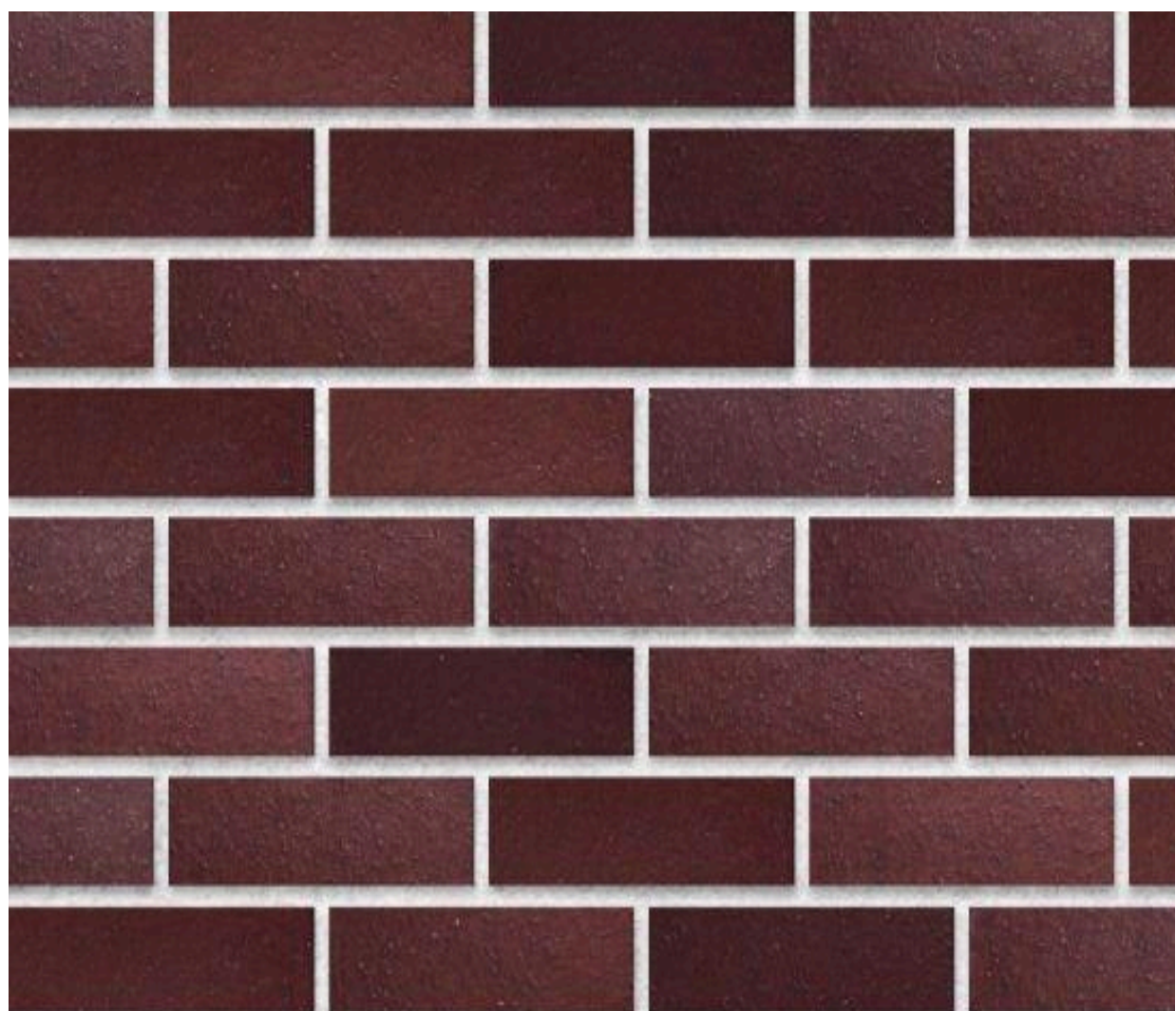
STONE



1 CORONADO SMOOTH LIMESTONE



2A CORONADO STONE - PRAIRIE STONE - SMOKE

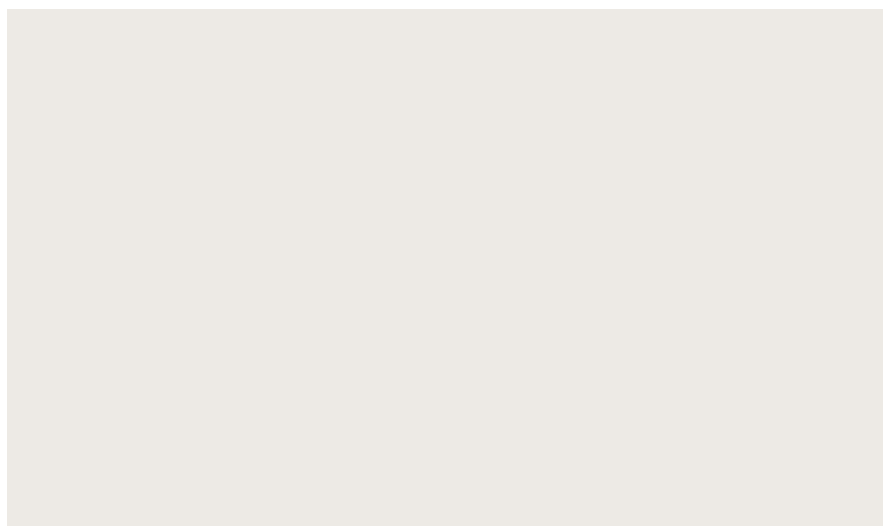


2B ENDICOTT THIN BRICK - MEDIUM IRONPSOT #46

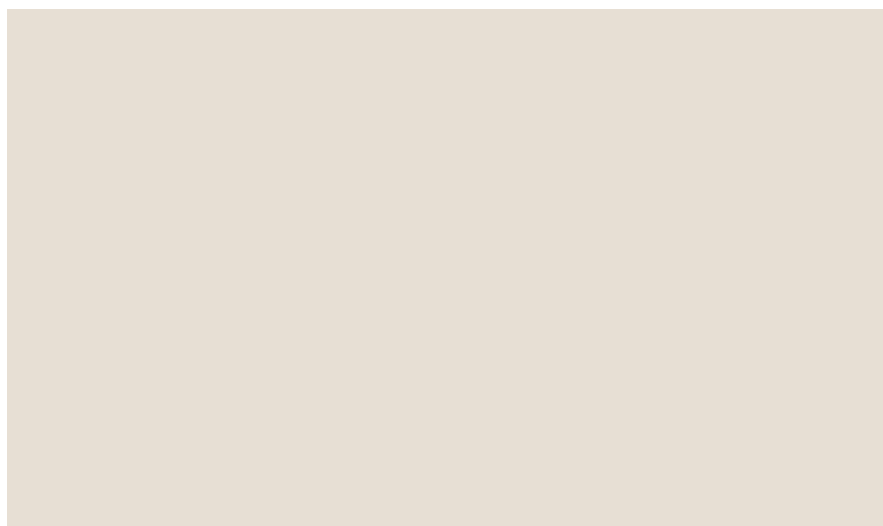
PAINT COLORS ON FACADE



3 SHERWIN WILLIAMS PEPPERCORN - SW 7674



4 SHERWIN WILLIAMS SNOWBOUND - SW 7004



5 SHERWIN WILLIAMS SHOJI WHITE - SW 7042



6 SHERWIN WILLIAMS ANONYMOUS - SW 7046



7 SHERWIN WILLIAMS GRAY MATTERS - SW 7066



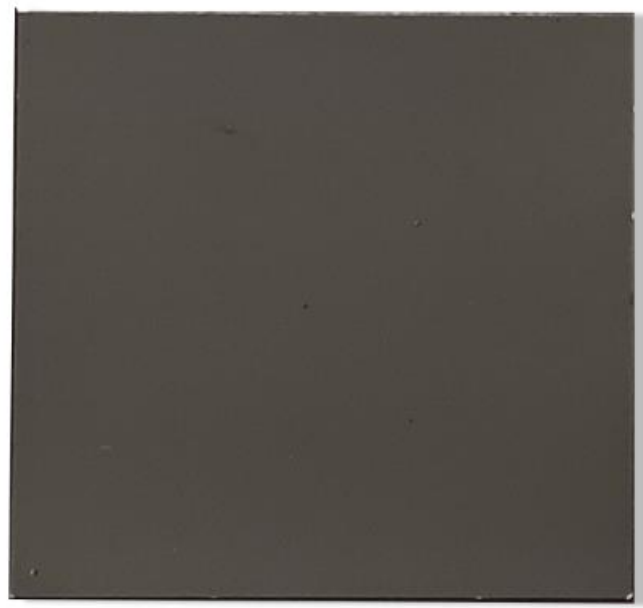
12 SHERWIN WILLIAMS CITYSCAPE - SW 7067

GATES OF PROSPER PHASE III

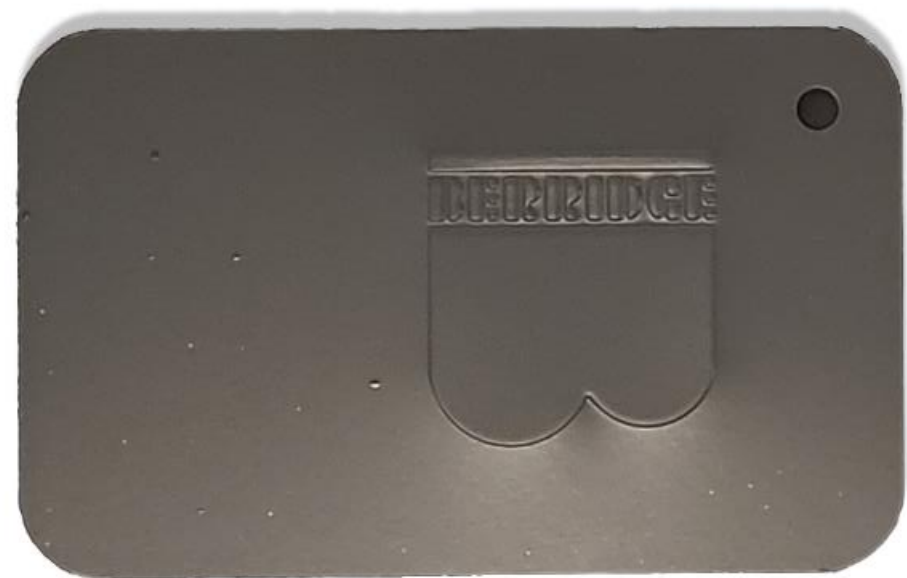


PROSPER, TX

METAL



9A METAL CANOPY PAINTED: SHERWIN WILLIAMS IRON ORE - SW 7069



9C METAL COPING BERRIDGE - DARK BRONZE

SIDING



10A NICHIBA VINTAGEWOOD CEDAR



10B NICHIBA VINTAGEWOOD ASH



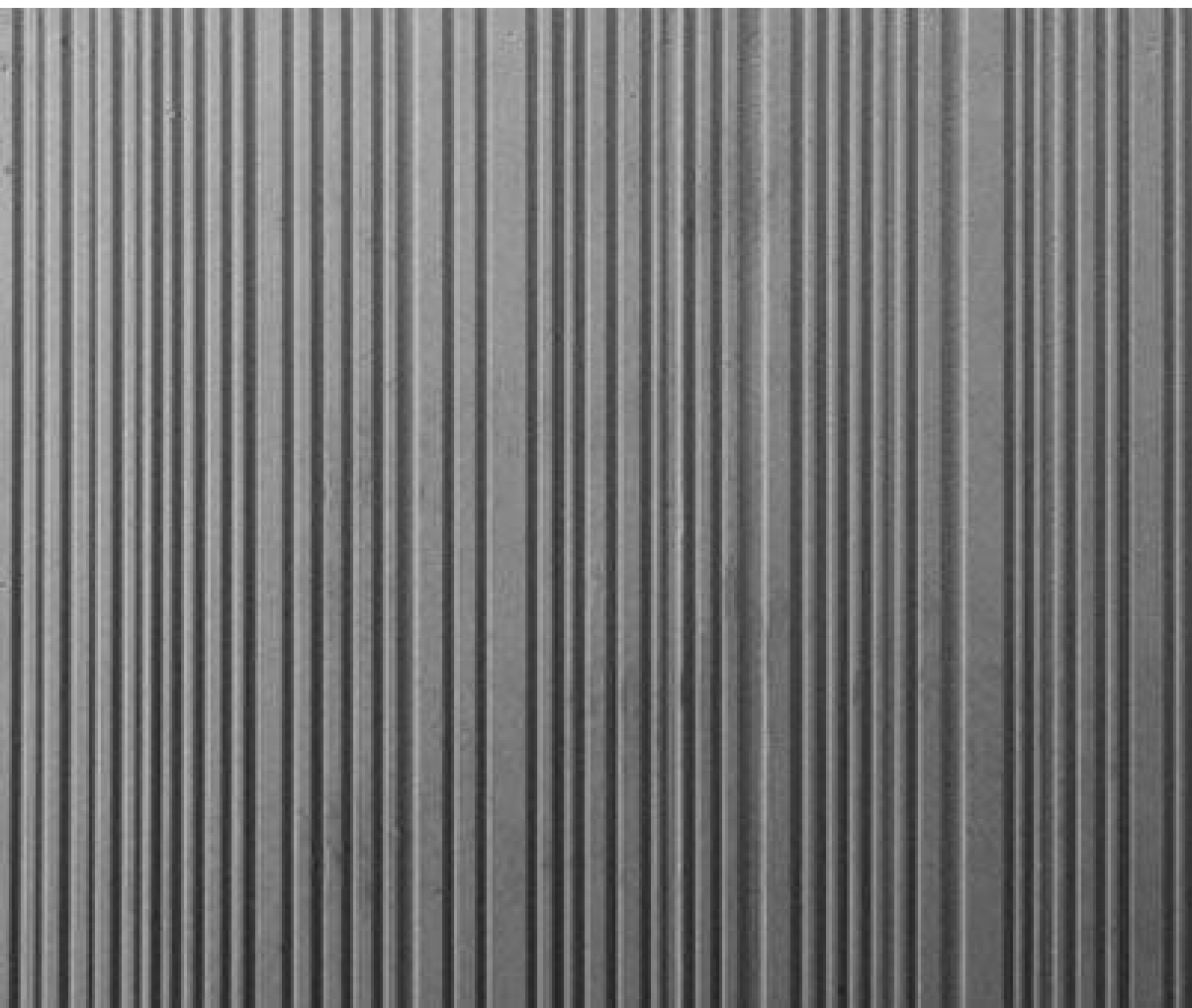
WD-1 PVC PLASTIC CLADDING TIMBERTECH CLADDING (BY AZEK) CLOSED JOINT TONGUE AND GROOVE, 3 1/8" PLANK WIDTH WEATHERED TEAK (VINTAGE COLLECTION) RANDOM LENGTHS, 32" MIN, MULTIPLE STAGGERED JOINTS FACE ATTACHED WITH CORTEX COLOR MATCHED PLUGS

GLAZING



11 VITRO GLAZING Solarban® 70 (2) Atlantica® + Clear VISIBLE LIGHT REFLECTANCE: EXTERIOR: 10% INTERIOR: 13%

FORMLINER



03 ARCHITECTURAL POLYMERS 311C-S Random Striated Rib Max Depth: 0.5" 4'x16'

STOREFRONT SYSTEM



DARK BRONZE

FORMLINER



12



13

FACADE PLAN

GATES OF PROSPER, PHASE 03  
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DEVAPP-23-0165  
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JOHN YARNELL SURVEY ABSTRACT NO.1038  
COLLIN COUNTY SCHOOL LAND NO.SURVEY  
ABSTRACT NO.147  
TOWN OF PROSPER, COLLIN COUNTY, TEXAS  
SUBMITTED:

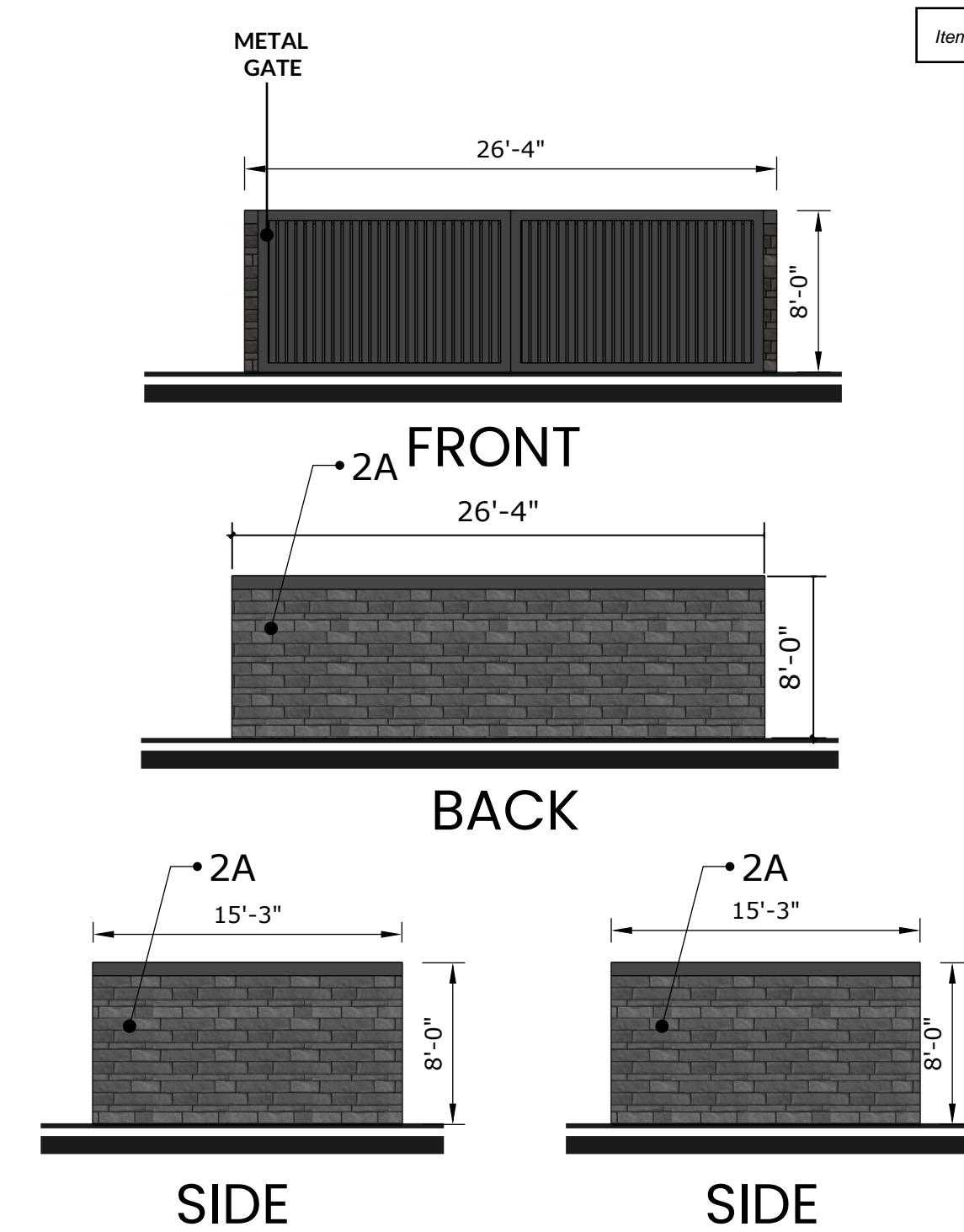
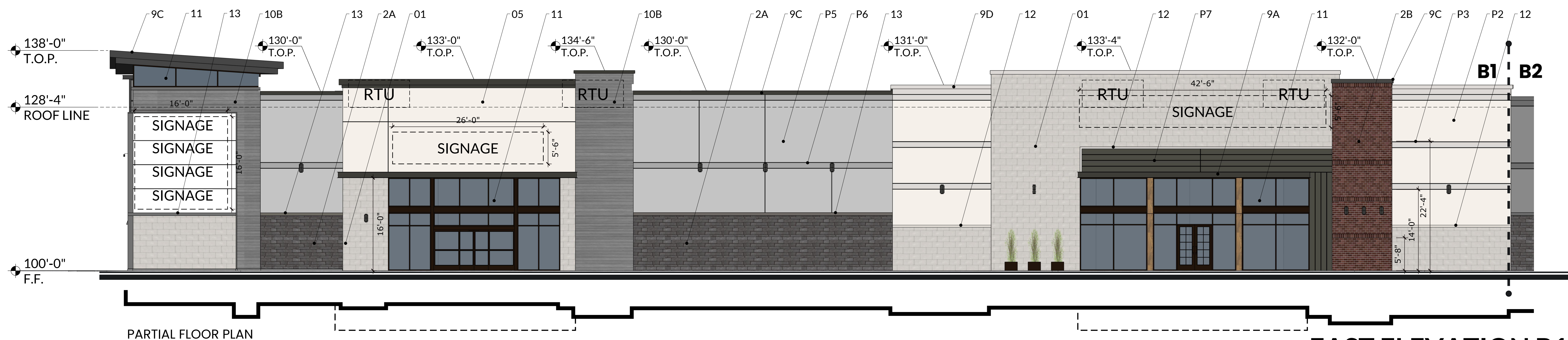
OWNER:  
380 & 289 LP  
1 COWBOYS WAY  
FRISCO, TEXAS 75034  
CONTACT: NICHOLAS LINK  
PHONE: (972)497-4854

ENGINEER/ SURVEYOR:  
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260 EAST DAVIS STREET, SUITE 100  
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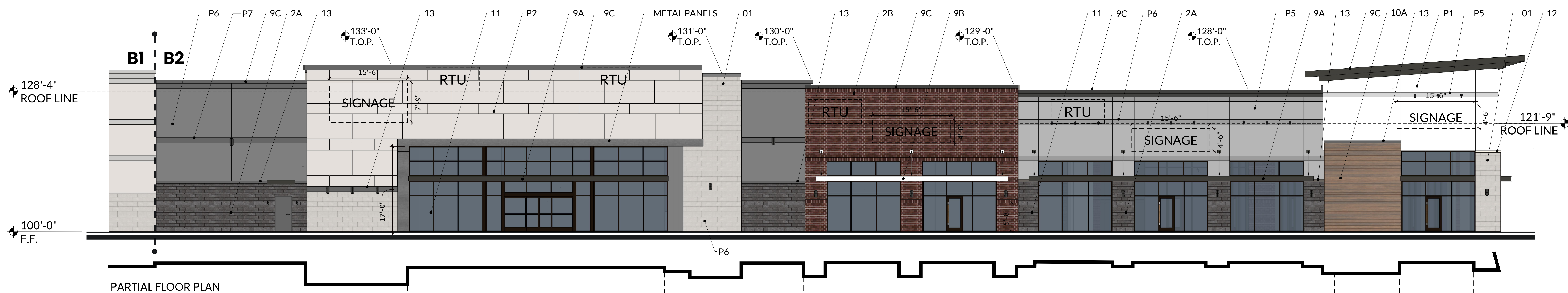
ARCHITECT:  
O'BRIEN ARCHITECTS  
1722 ROUTH ST., SUITE 122  
DALLAS, TEXAS 75201  
CONTACT: DAVID TRUONG  
PHONE: (972) 788-1010



## OVERALL EAST ELEVATION

DUMPSTER ENCLOSURE  
ELEVATIONS

## EAST ELEVATION B1



## EAST ELEVATION B2

### ELEVATION NOTES

6) ANY DEVIATION FROM THE APPROVED FACADE PLAN WILL REQUIRE RE-APPROVAL BY THE TOWN OF PROSPER.

## MATERIAL CALCULATIONS

BUILDING B - FRONT ELEVATION (EAST)	
NET SURFACE AREA SQ.FT.	16,835
TOTAL SURFACE AREA SQ.FT.	20,102
MATERIAL PERCENTAGES TAKEN FORM THE NET SURFACE	
Coronado Smooth Limestone	12%
	2,016
Coronado Stone - Prairie Stone - Smoke	8%
	1,325
Endicott Thin Brick - Medium Ironpost #46	8%
	1,374
Total Stone	28%
	4,715
Tilt Wall Color 01 ( Cityscape - SW 7067)	7%
	1,111
Tilt Wall Color 02 (Snowbound - SW 7004)	3%
	433
Tilt Wall Color 03 (Shoji White - SW 7042)	10%
	1,652
Tilt Wall Color 04 (Anonymous - SW 7046)	0%
	0
Tilt Wall Color 05 (Gray Matters - SW 7066)	17%
	2,835
Total Tilt Wall	64%
	10,745
Total Masonry	72%
	12,119
Metal Canopy	6%
Metal Coping	971
	5%
Wood Like Cementious Board	858
Total Secondary Material	10%
	1,619
Glazing	19%
	3,267

## MATERIAL LIST

STONE

- ① CORONADO STONE- SMOOTH LIMESTONE 12" x 24"  
②A CORONADO STONE- PRAIRIE STONE - SMOKE  
②B ENDICOTT THIN BRICK- MEDIUM IRONSPOT#46

### TILT WALL - PAINT COLORS

- P1 TILT WALL COLOR 01 (SW 7004 - SNOWBOUND)
- P2 TILT WALL COLOR 02 (SW 7042 - SHOJI WHITE)
- P3 TILT WALL COLOR 03 (SW 6141 - SOFTER TAN)
- P4 TILT WALL COLOR 03 (SW 7046 - ANONYMOUS)
- P5 TILT WALL COLOR 04 (SW 7066 - GRAY MATTERS)
- P6 TILT WALL COLOR 05 (SW 7066 - CITYSCAPE)
- P7 TILT WALL COLOR 05 (SW 7674 - PEPPERCORN)

## GLAZING

- ⑪ STOREFRONT  
DARK BRONZE

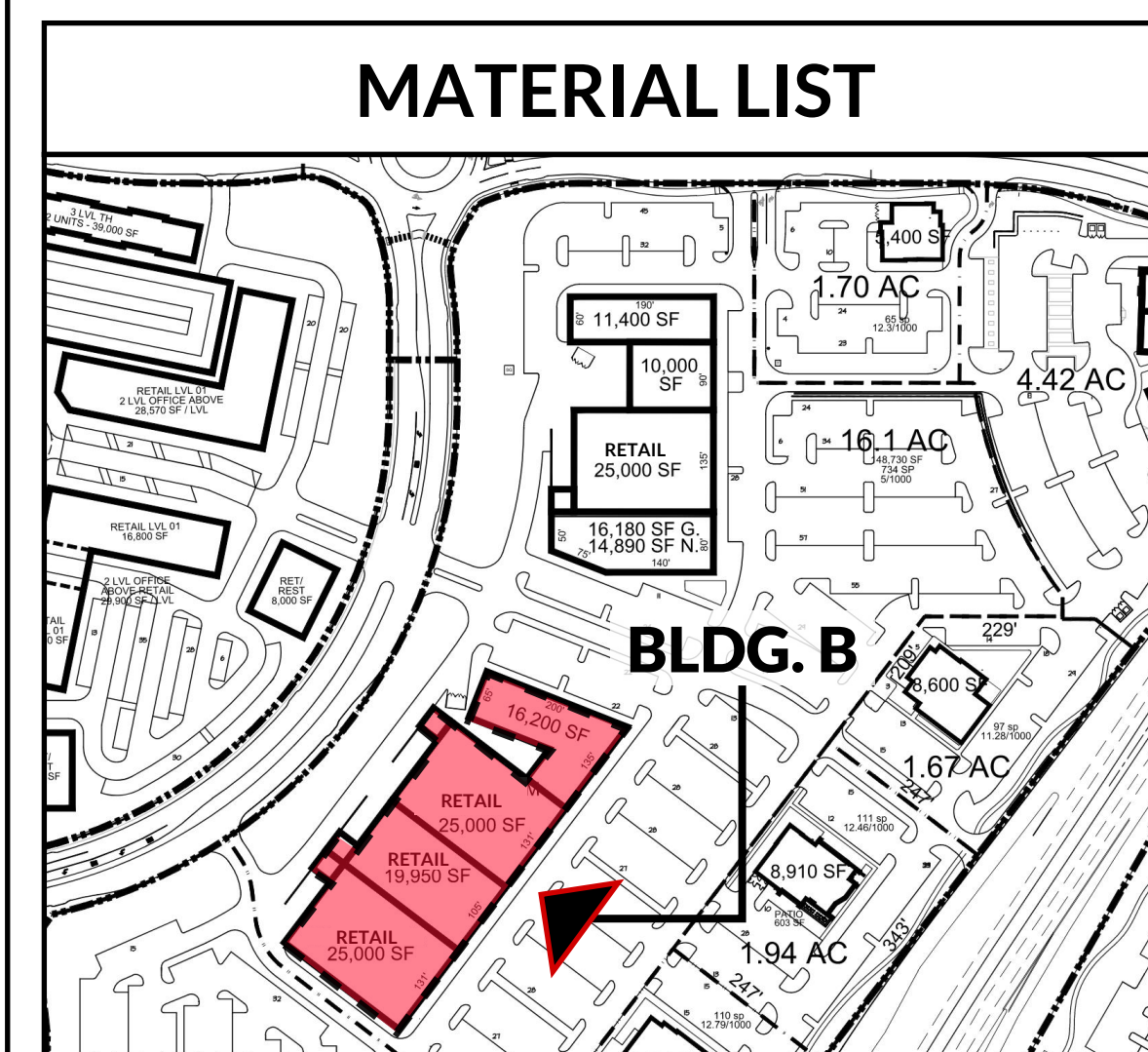
## METAL

- (9A) METAL CANOPY  
TO BE PAINTED  
SW 7048 URBAN BRONZE
 (9B) METAL CANOPY  
TO BE PAINTED  
SW 7004 - SNOWBOUND
 (9C) METAL COPING  
DARK BRONZE
- FIBER CEMENT**
 (9D) METAL COPING  
PARCHMENT

10A FIBER CEMENT BOARD

- EIFS**
- |                                    |                                      |
|------------------------------------|--------------------------------------|
| ⑫ #449 BUCKSKIN<br>SANDPEBBLE FINE | ⑬ #616 KINGS GRAY<br>SANDPEBBLE FINE |
|------------------------------------|--------------------------------------|

## MATERIAL LIST



## FACADE PLAN

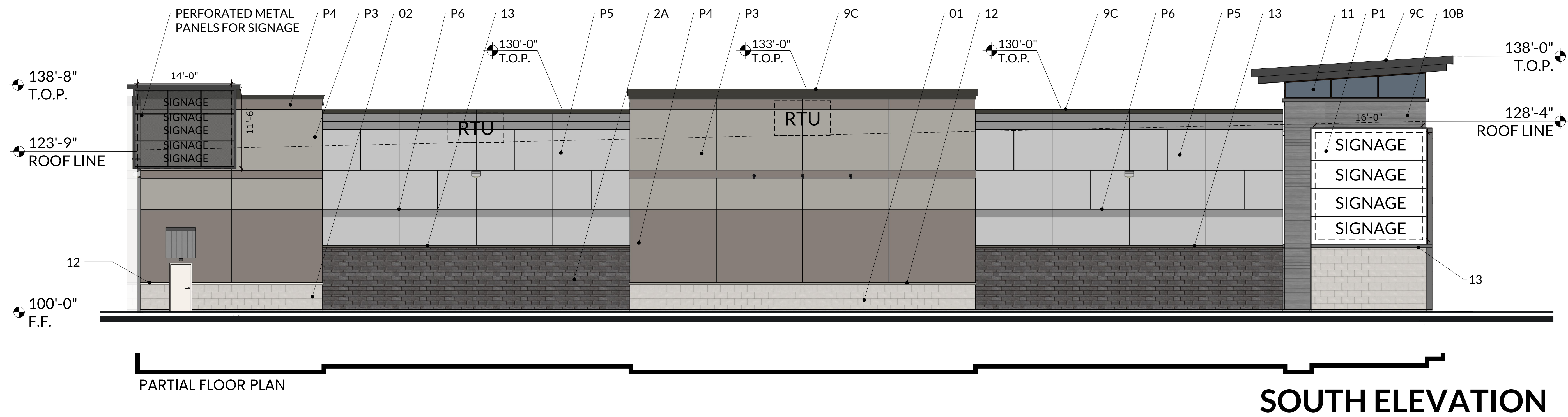
GATES OF PROSPER, PHASE 03  
BLOCK B, LOT 2  
DEVAPP-23-0165  
BEING 15.77 ACRES OUT OF THE  
BEN RENNISON SURVEY AVSTRACT NO.755  
JOHN YARNELL SURVEY ABSTRACT NO.1038  
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TOWN OF PROSPER, COLLIN COUNTY, TEXAS  
SUBMITTED:

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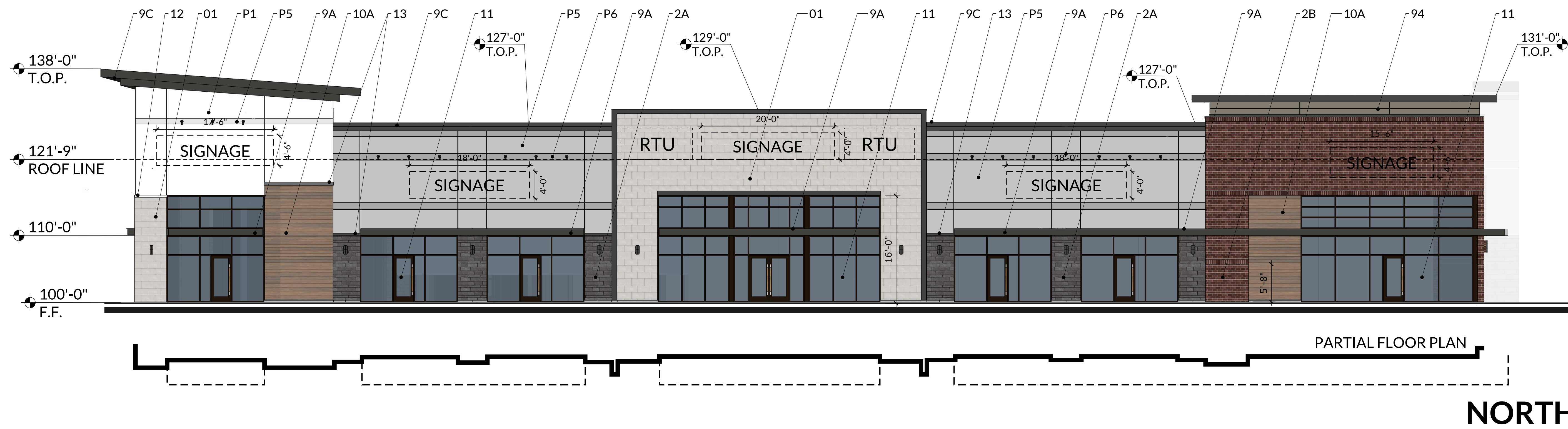
ENGINEER/ SURVEYOR:  
KIMLEY-HORN AND ASSOCIATES, INC.  
260 EAST DAVIS STREET, SUITE 100  
MCKINNEY, TEXAS 75069  
CONTACT: RACHEL KORUS, P.E.  
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C. ARCHITECT:  
O'BRIEN ARCHITECTS  
1722 ROUTH ST., SUITE 122  
DALLAS, TEXAS 75201  
CONTACT: DAVID TRUONG  
PHONE: (972) 788-1010





MATERIAL CALCULATIONS	
BUILDING B - BACK ELEVATION(SOUTH)	
NET SURFACE AREA SQ.FT.	6,367
TOTAL SURFACE AREA SQ.FT.	6,440
MATERIAL PERCENTAGES TAKEN FORM THE NET SURFACE	
Coronado Smooth Limestone	12%
Coronado Stone - Prairie Stone - Smoke	15%
Endicott Thin Brick - Medium Ironpost #46	4%
Total Stone	31%
Tilt Wall Color 01 ( Cityscape - SW 7067)	0%
Tilt Wall Color 02 (Snowbound - SW 7004)	0%
Tilt Wall Color 03 (Shoji White - SW 7042)	29%
Tilt Wall Color 04 (Anonymous - SW 7046)	0%
Tilt Wall Color 05 (Gray Matters - SW 7066)	30%
Total Tilt Wall	59%
Total Masonry	90%
Metal Canopy Metal Coping	7%
Wood Composite Material	4%
Total Secondary Material	10%
Glazing	1%



### ELEVATION NOTES

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### MATERIAL CALCULATIONS

BUILDING B - SIDE ELEVATION (NORTH)	
NET SURFACE AREA SQ.FT.	3,934
TOTAL SURFACE AREA SQ.FT.	5,768
MATERIAL PERCENTAGES TAKEN FORM THE NET SURFACE	
Coronado Smooth Limestone	24%
Coronado Stone - Prairie Stone - Smoke	6%
Endicott Thin Brick - Medium Ironpost #46	9%
Total Stone	40%
Tilt Wall Color 01 ( Cityscape - SW 7067)	0%
Tilt Wall Color 02 (Snowbound - SW 7004)	8%
Tilt Wall Color 03 (Shoji White - SW 7042)	0%
Tilt Wall Color 04 (Anonymous - SW 7046)	2%
Tilt Wall Color 05 (Gray Matters - SW 7066)	31%
Total Tilt Wall	41%
Total Masonry	81%
Metal Canopy/ Metal Coping	11%
Wood Composite Material	8%
Total Secondary Material	19%
Glazing	47%

### MATERIAL LIST

#### STONE

- ① CORONADO STONE- SMOOTH LIMESTONE 12" x 24"
- ②A CORONADO STONE- PRAIRIE STONE - SMOKE
- ②B ENDICOTT THIN BRICK- MEDIUM IRONSPOT#46

#### TILT WALL - PAINT COLORS

- ① TILT WALL COLOR 01 (SW 7004 - SNOWBOUND)
- ② TILT WALL COLOR 02 (SW 7042 - SHOJI WHITE)
- ③ TILT WALL COLOR 03 (SW 6141 - SOFTER TAN)
- ④ TILT WALL COLOR 03 (SW 7046 - ANONYMOUS)
- ⑤ TILT WALL COLOR 04 (SW 7066 - GRAY MATTERS)
- ⑥ TILT WALL COLOR 05 (SW 7066 - CITYSCAPE)
- ⑦ TILT WALL COLOR 05 (SW 7674 - PEPPERCORN)

#### GLAZING

- ① STOREFRONT DARK BRONZE

#### METAL

- ⑨A METAL CANOPY TO BE PAINTED SW 7048 URBAN BRONZE
- ⑨B METAL CANOPY TO BE PAINTED SW 7004 - SNOWBOUND
- ⑨C METAL COPING DARK BRONZE
- ⑨D METAL COPING PARCHMENT

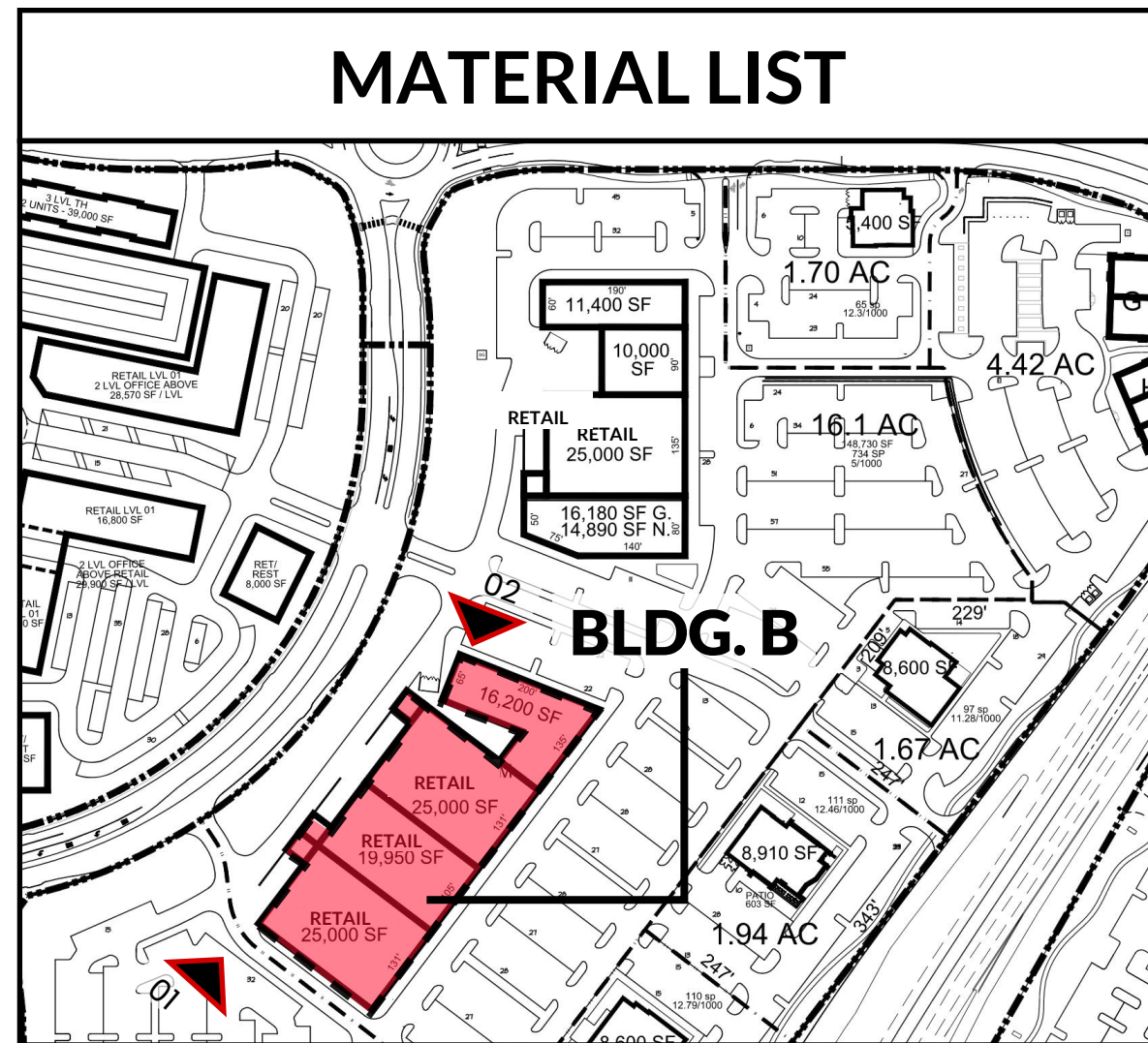
#### FIBER CEMENT

- ⑩A FIBER CEMENT BOARD NICHIIHA - CEDAR
- ⑩B FIBER CEMENT BOARD NICHIIHA - VINTAGEWOOD ASH

#### EIFS

- ⑬ #449 BUCKSKIN SANDPEBBLE FINE
- ⑬ #616 KINGS GRAY SANDPEBBLE FINE

### MATERIAL LIST



### FACADE PLAN

GATES OF PROSPER, PHASE 03  
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# GATES OF PROSPER PHASE III

PROSPER, TX

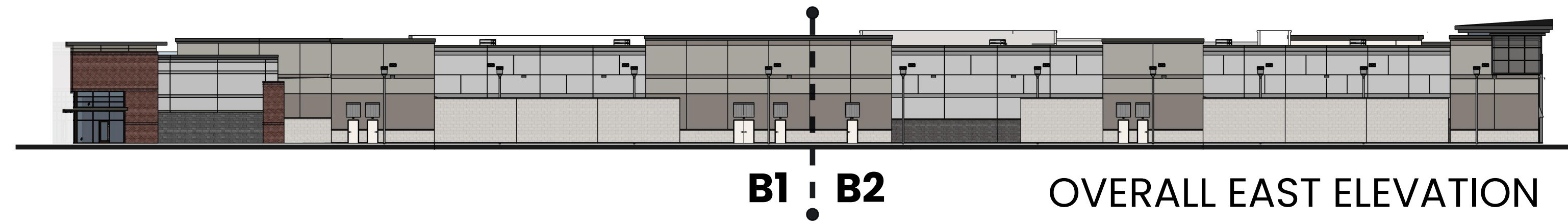
## BLDG.B ELEVATIONS SIDES (SOUTH & NORTH)

SCALE : 1/8"= 1'-0"

05.14.2025

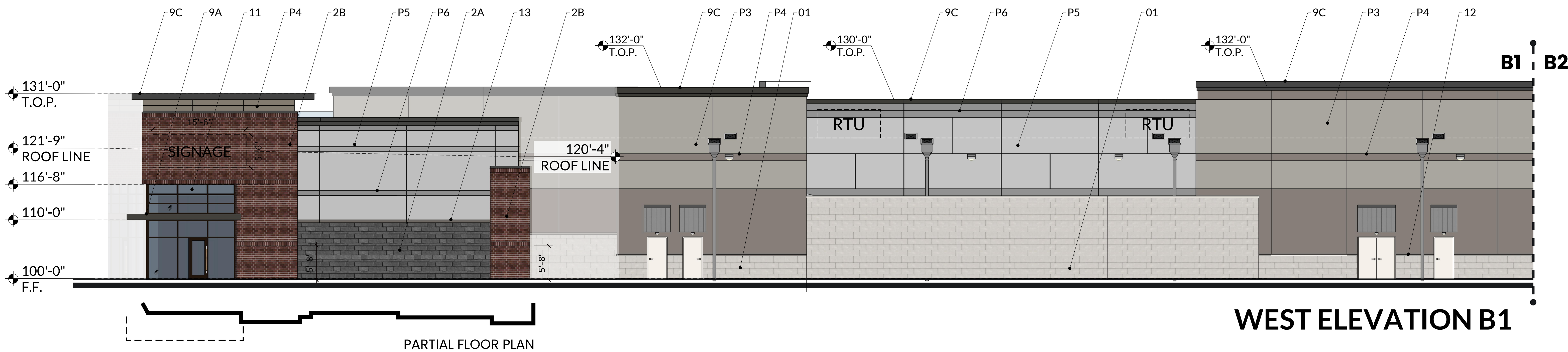
O'BRIEN



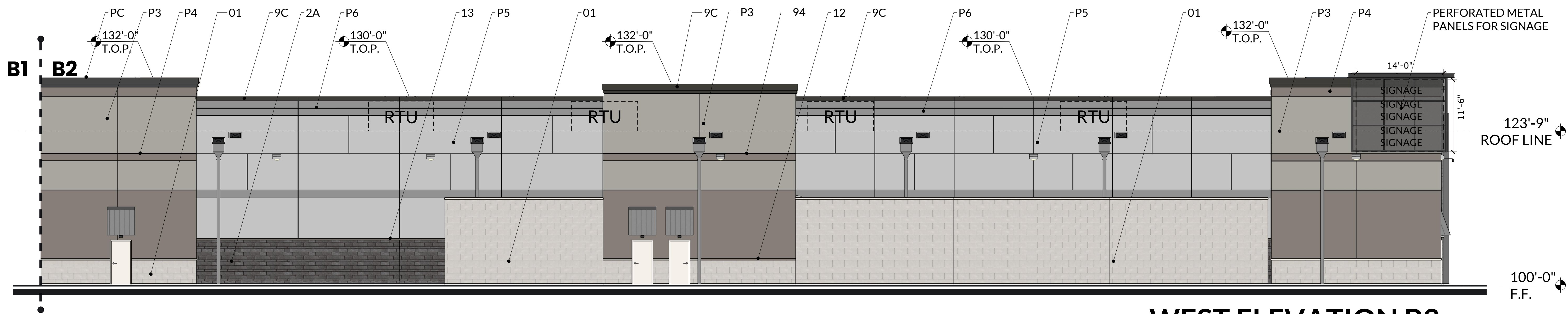


B1 | B2

OVERALL EAST ELEVATION



WEST ELEVATION B1



WEST ELEVATION B2

ELEVATION NOTES

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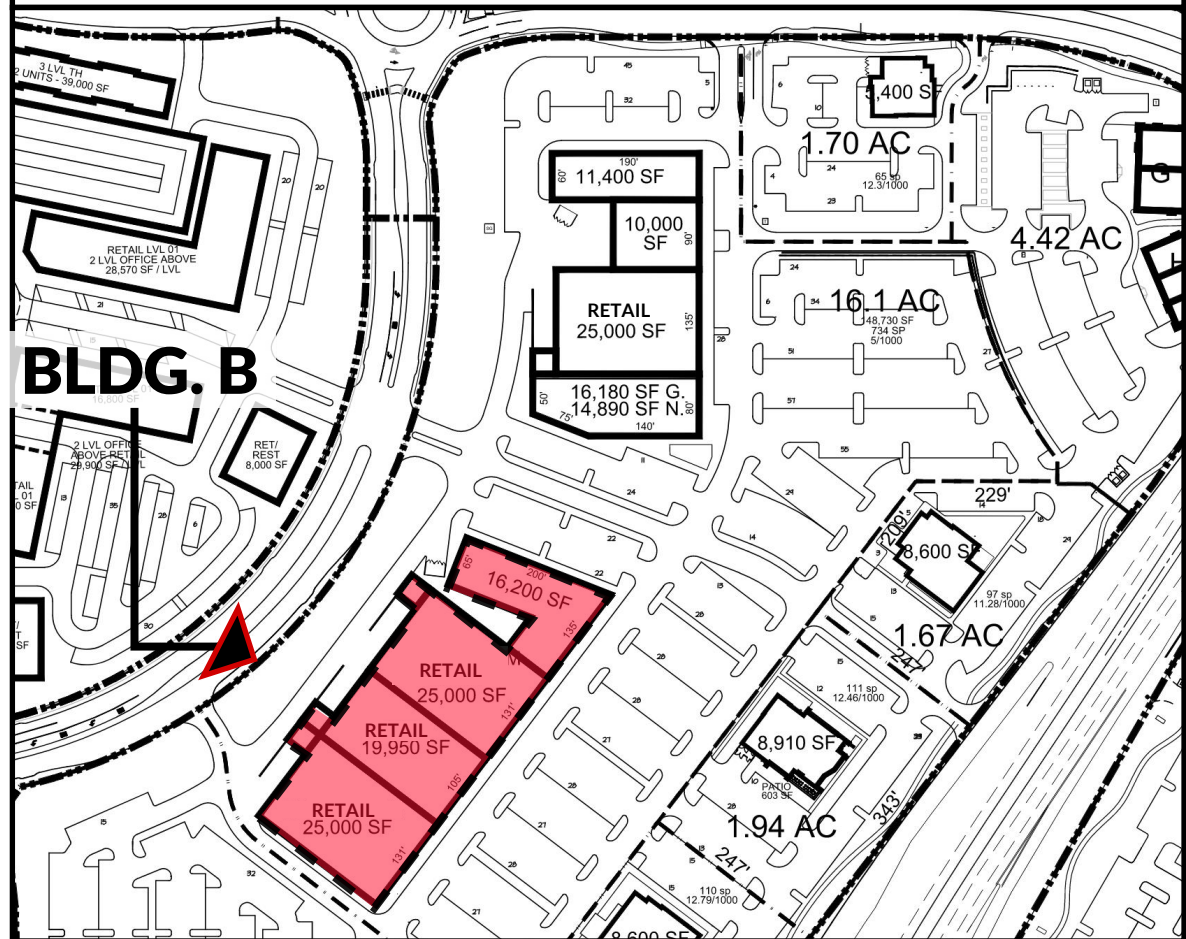
MATERIAL CALCULATIONS

BUILDING B - BACK ELEVATION(WEST)	
NET SURFACE AREA SQ.FT.	13,549
TOTAL SURFACE AREA SQ.FT.	13,941
MATERIAL PERCENTAGES TAKEN FORM THE NET SURFACE	
Coronado Smooth Limestone	12%
Coronado Stone - Prairie Stone - Smoke	13%
Endicott Thin Brick - Medium Ironpost #46	4%
Total Stone	29%
Tilt Wall Color 01 ( Cityscape - SW 7067)	0%
Tilt Wall Color 02 (Snowbound - SW 7004)	0%
Tilt Wall Color 03 (Shoji White - SW 7042)	35%
Tilt Wall Color 04 (Anonymous - SW 7046)	0%
Tilt Wall Color 05 (Gray Matters - SW 7066)	29%
Total Tilt Wall	64%
Total Masonry	92%
Metal Canopy	8%
Wood Composite Material	0%
Total Secondary Material	8%
Glazing	3%

MATERIAL LIST

- STONE**
- ① CORONADO STONE- SMOOTH LIMESTONE 12" x 24"
- ②A CORONADO STONE- PRAIRIE STONE - SMOKE
- ②B ENDICOTT THIN BRICK- MEDIUM IRONSPOT#46
- TILT WALL - PAINT COLORS**
- ① TILT WALL COLOR 01 (SW 7004 - SNOWBOUND)
- ② TILT WALL COLOR 02 (SW 7042 - SHOJI WHITE)
- ③ TILT WALL COLOR 03 (SW 6141 - SOFTER TAN)
- ④ TILT WALL COLOR 03 (SW 7046 - ANONYMOUS)
- ⑤ TILT WALL COLOR 04 (SW 7066 - GRAY MATTERS)
- ⑥ TILT WALL COLOR 05 (SW 7066 - CITYSCAPE)
- ⑦ TILT WALL COLOR 05 (SW 7674 - PEPPERCORN)
- GLAZING**
- ⑪ STOREFRONT  
DARK BRONZE
- METAL**
- ⑨A METAL CANOPY  
TO BE PAINTED  
SW 7048 URBAN BRONZE
- ⑨B METAL CANOPY  
TO BE PAINTED  
SW 7004 - SNOWBOUND
- ⑨C METAL COPING  
DARK BRONZE
- ⑨D METAL COPING  
PARCHMENT
- FIBER CEMENT**
- ⑩A FIBER CEMENT BOARD  
NICHIIHA - CEDAR
- ⑩B FIBER CEMENT BOARD  
NICHIIHA - VINTAGEWOOD  
ASH
- EIFS**
- ⑫ #449 BUCKSKIN  
SANDPEBBLE FINE
- ⑬ #616 KINGS GRAY  
SANDPEBBLE FINE

MATERIAL LIST



FACADE PLAN

GATES OF PROSPER, PHASE 03  
BLOCK B, LOT 2  
DEVAPP-23-0165  
BEING 15.77 ACRES OUT OF THE  
BEN RENNISON SURVEY AVSTRACT NO.755  
JOHN YARNELL SURVEY ABSTRACT NO.1038  
COLLIN COUNTY SCHOOL LAND NO.SURVEY  
ABSTRACT NO.147  
TOWN OF PROSPER, COLLIN COUNTY, TEXAS  
SUBMITTED:

OWNER:  
380 & 289 LP  
1 COWBOYS WAY  
FRISCO, TEXAS 75034  
CONTACT: NICHOLAS LINK  
PHONE: (972)497-4854

ENGINEER/ SURVEYOR:  
KIMLEY-HORN AND ASSOCIATES, INC.  
260 EAST DAVIS STREET, SUITE 100  
MCKINNEY, TEXAS 75069  
PHONE: (469)301-2580

ARCHITECT:  
O'BRIEN ARCHITECTS  
1722 ROUTH ST., SUITE 122  
DALLAS, TEXAS 75201  
CONTACT: DAVID TRUONG  
PHONE: (972) 788-1010

GATES OF PROSPER PHASE III

PROSPER, TX

BLDG.B ELEVATIONS BACK (WEST)

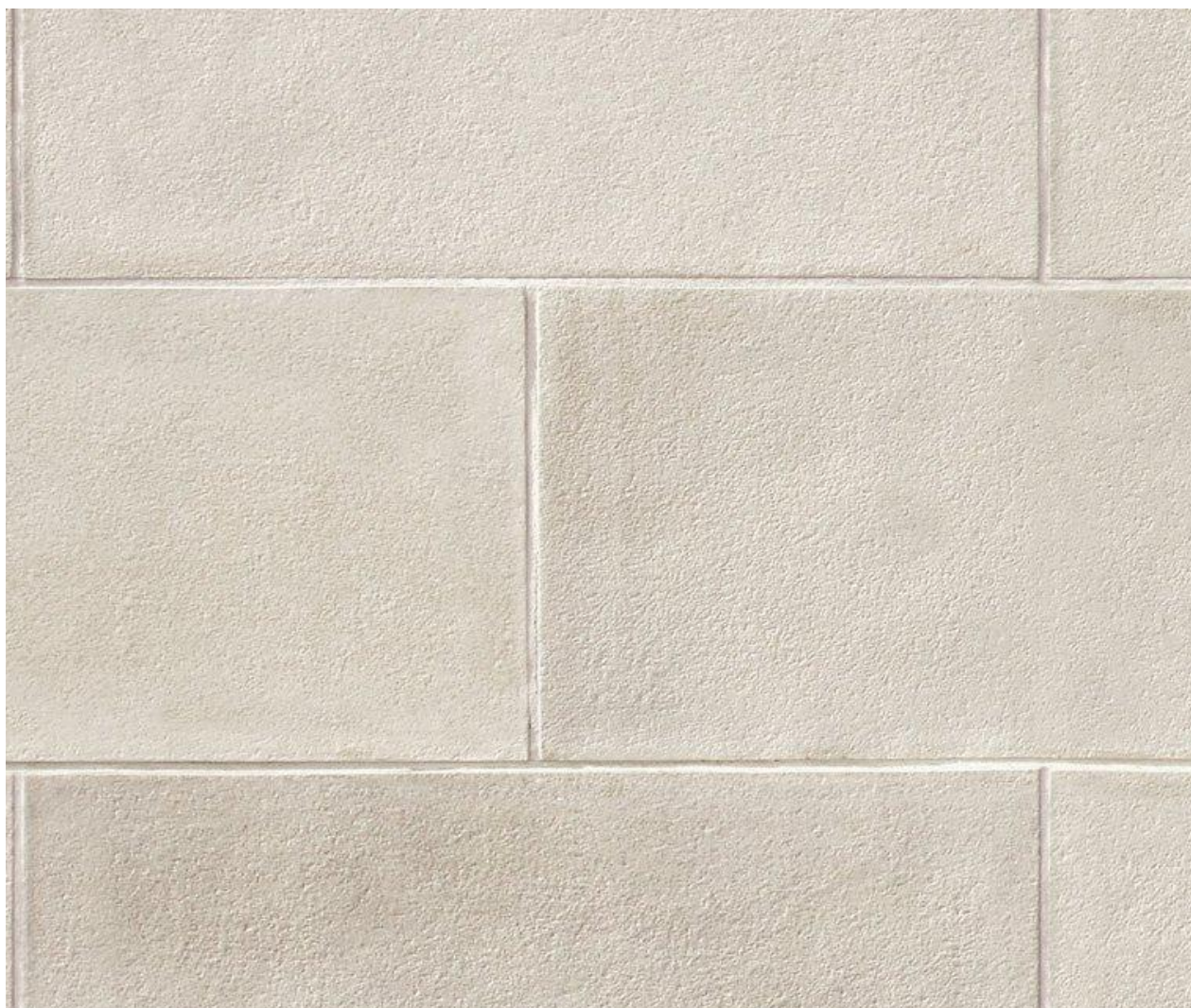
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05.14.2025

O'BRIEN



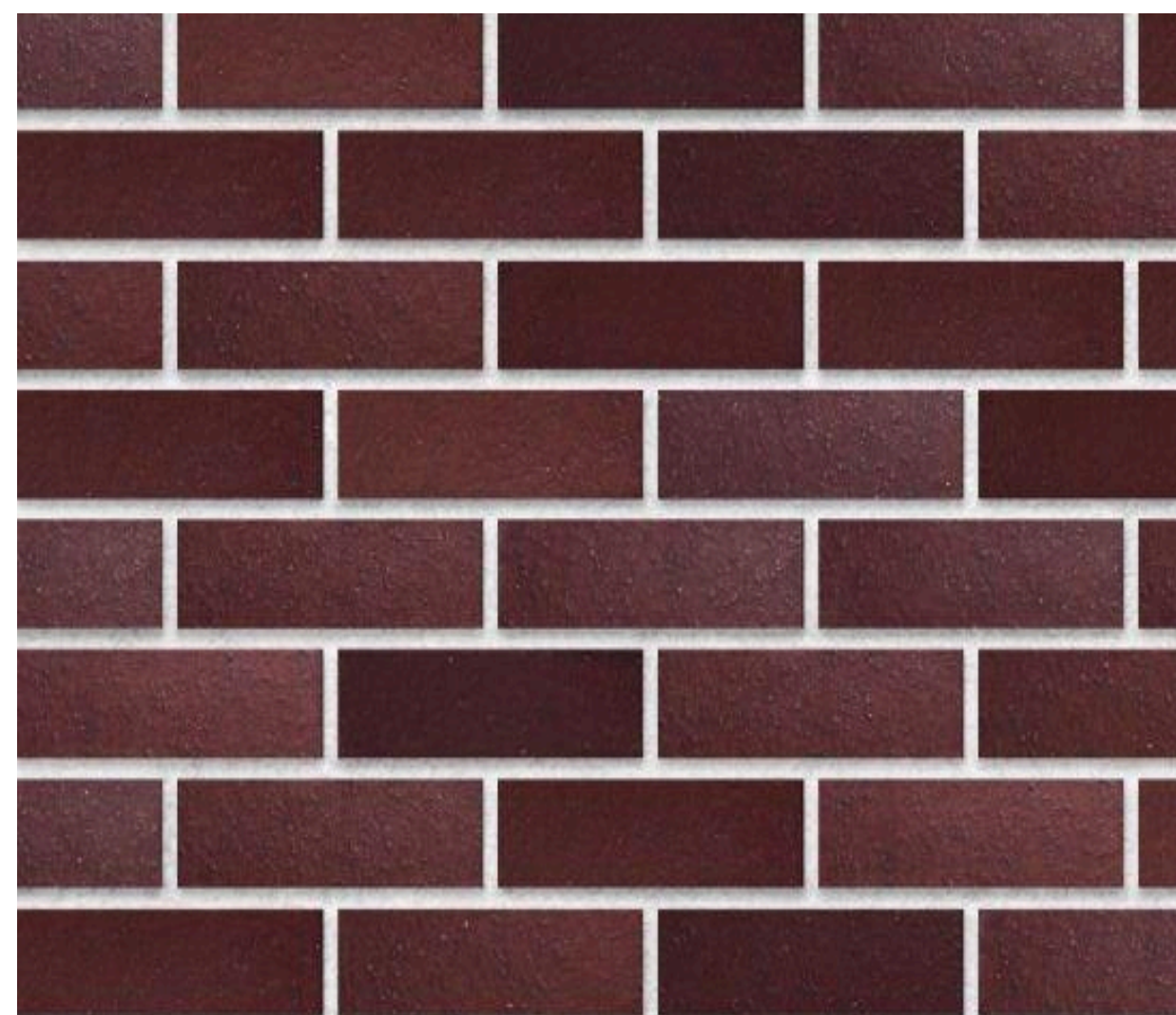
STONE



1 CORONADO SMOOTH LIMESTONE



2A CORONADO STONE - PRAIRIE STONE - SMOKE

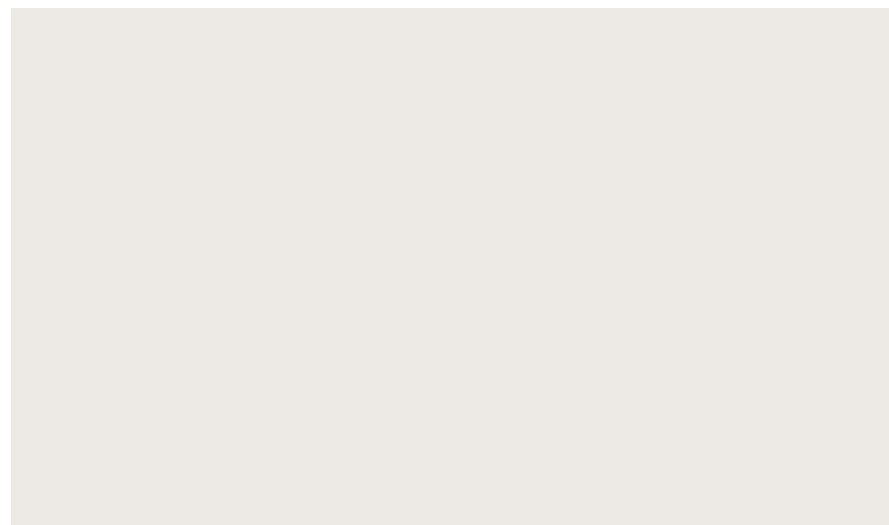


2B ENDICOTT THIN BRICK - MEDIUM IRONPSOT #46

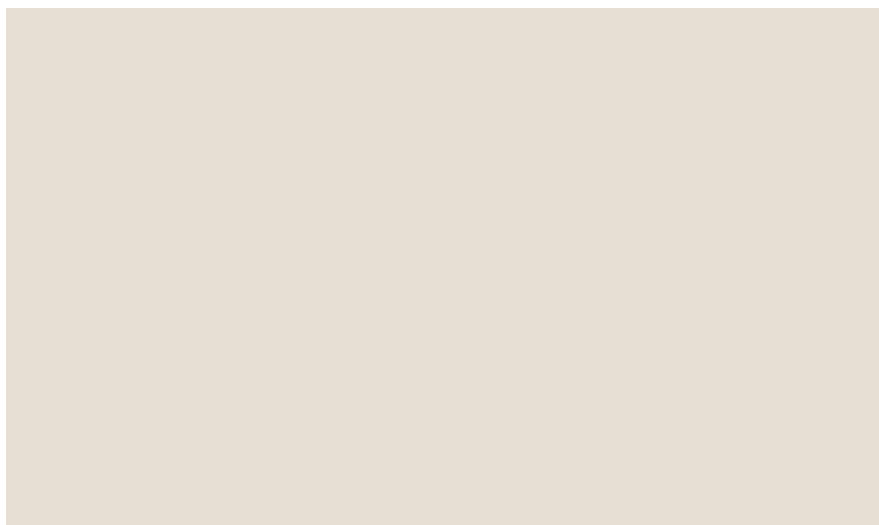
PAINT COLORS ON FACADE



3 SHERWIN WILLIAMS PEPPERCORN - SW 7674



4 SHERWIN WILLIAMS SNOWBOUND - SW 7004



5 SHERWIN WILLIAMS SHOJI WHITE - SW 7042



6 SHERWIN WILLIAMS ANONYMOUS - SW 7046



7 SHERWIN WILLIAMS GRAY MATTERS - SW 7066  
8 BRICK (PAINTED)



12 SHERWIN WILLIAMS CITYSCAPE - SW 7067

GATES OF PROSPER PHASE III

PROSPER, TX



METAL



9A METAL CANOPY PAINTED: SHERWIN WILLIAMS IRON ORE - SW 7069



9C METAL COPING BERRIDGE - DARK BRONZE

SIDING



10A NICHIBA VINTAGEWOOD CEDAR



10B NICHIBA VINTAGEWOOD ASH



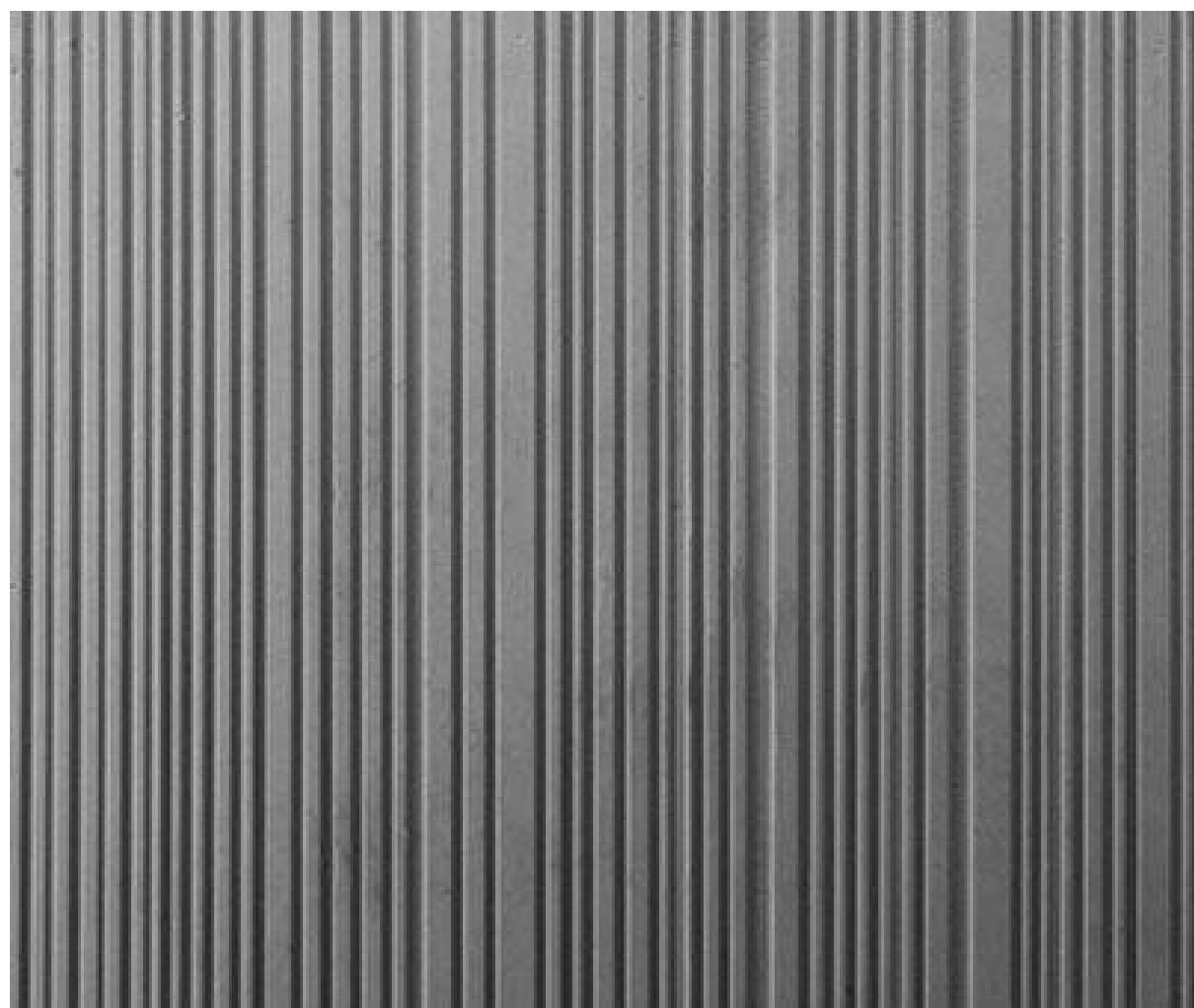
WD-1 PVC PLASTIC CLADDING TIMBERTECH CLADDING (BY AZEK) CLOSED JOINT TONGUE AND GROOVE, 3 1/8\"/>

GLAZING



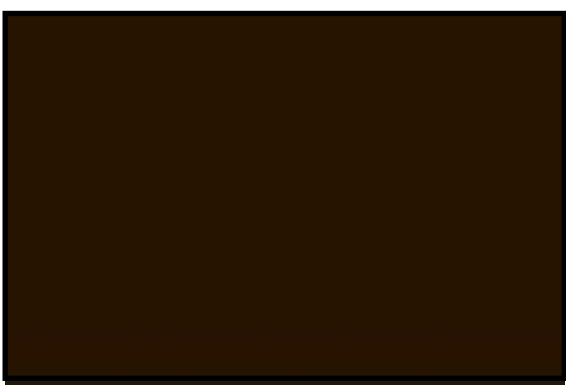
11 VITRO GLAZING Solarban® 70 (2) Atlantica® + Clear VISIBLE LIGHT REFLECTANCE: EXTERIOR: 10% INTERIOR: 13%

FORMLINER



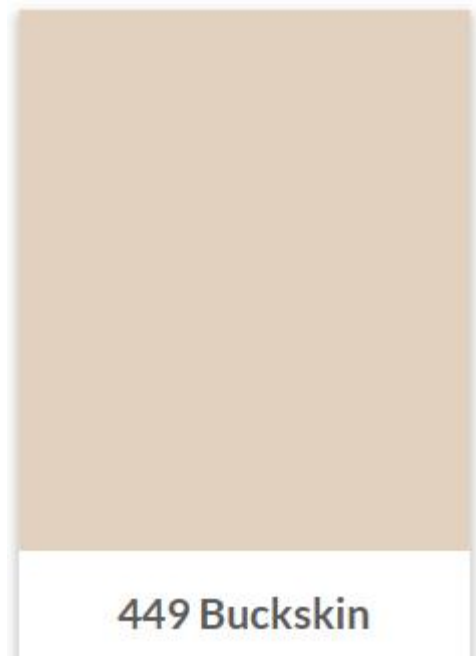
03 ARCHITECTURAL POLYMERS 311C-S Random Striated Rib Max Depth: 0.5\"/>

STOREFRONT SYSTEM



DARK BRONZE

FORMLINER



12



13

FACADE PLAN

GATES OF PROSPER, PHASE 03  
BLOCK B, LOT 2  
DEVAPP-23-0165  
BEING 15.77 ACRES OUT OF THE  
BEN RENNISON SURVEY AVSTRACT NO.755  
JOHN YARNELL SURVEY ABSTRACT NO.1038  
COLLIN COUNTY SCHOOL LAND NO.SURVEY  
ABSTRACT NO.147  
TOWN OF PROSPER, COLLIN COUNTY, TEXAS  
SUBMITTED:

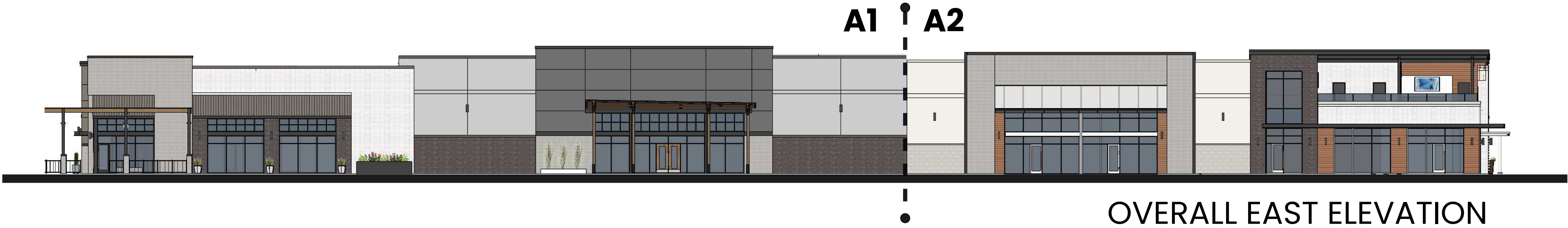
OWNER:  
380 & 289 LP  
1 COWBOYS WAY  
FRISCO, TEXAS 75034  
CONTACT: NICHOLAS LINK  
PHONE: (972)497-4854

ENGINEER/ SURVEYOR:  
KIMLEY-HORN AND ASSOCIATES, INC.  
280 EAST DAVIS STREET, SUITE 100  
MCKINNEY, TEXAS 75069  
CONTACT: RACHEL KORUS, P.E.  
PHONE: (469)301-2580

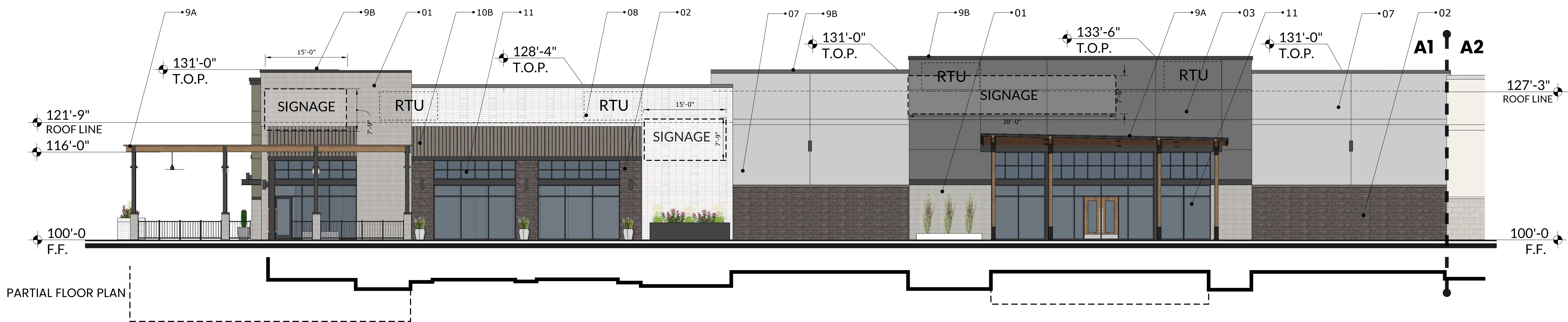
ARCHITECT:  
O'BRIEN ARCHITECTS  
1722 ROUTH ST., SUITE 122  
DALLAS, TEXAS 75201  
CONTACT: DAVID TRUONG  
PHONE: (972) 788-1010



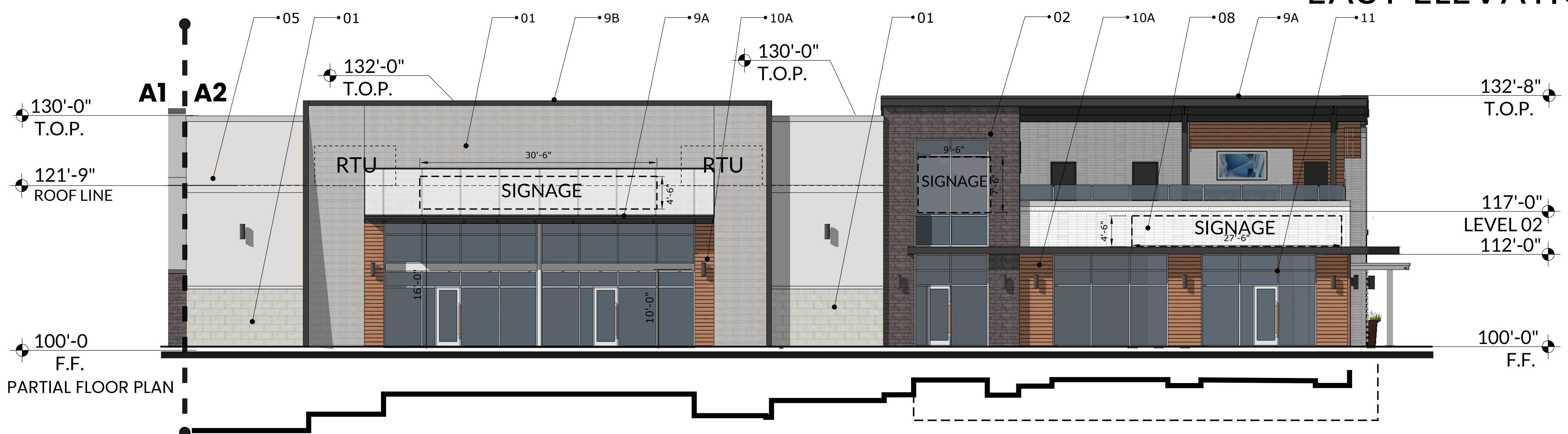
Previously Approved - January 9, 2023



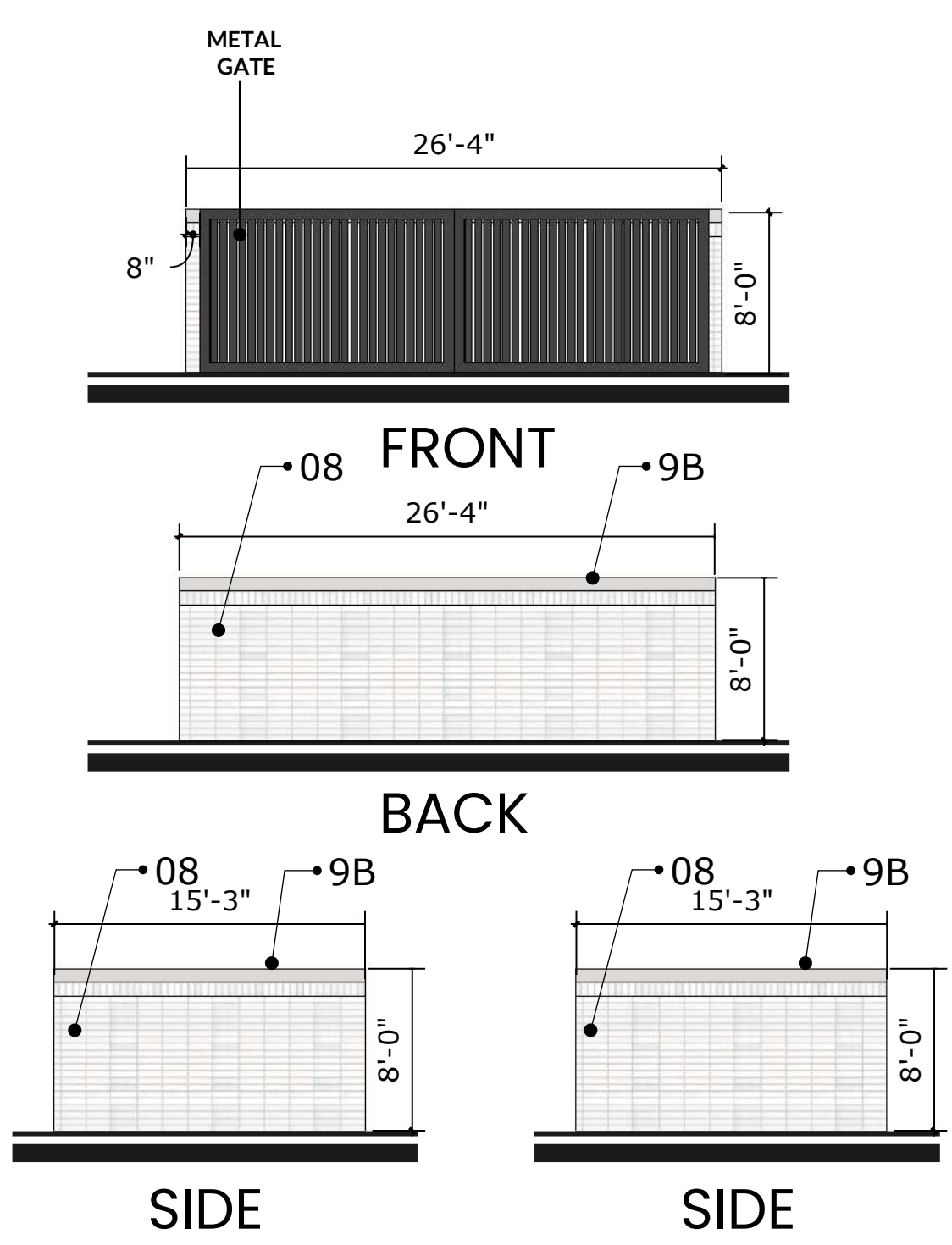
OVERALL EAST ELEVATION



EAST ELEVATION A1



EAST ELEVATION A2



DUMPSTER ENCLOSURE ELEVATIONS

**ELEVATION NOTES**

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-WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING.

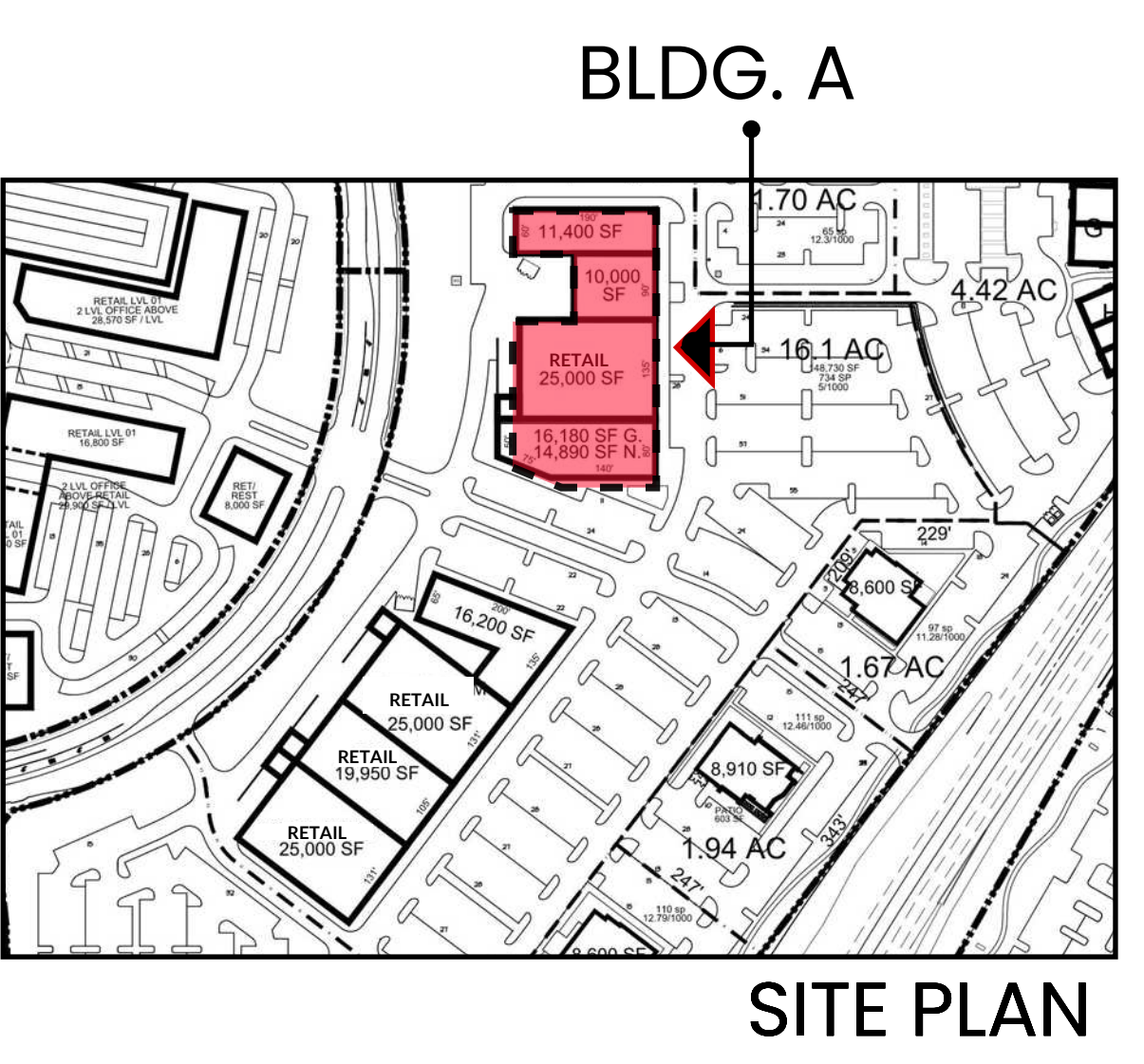
-ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BY THE BUILDING INSPECTIONS DIVISION.

-WINDOWS SHALL BE MAXIMUM EXTERIOR VISIBLE REFLECTIVITY OF TEN(10) PERCENT.

-ANY DEVIATION FROM THE APPROVED FACADE PLAN WILL REQUIRE RE-APPROVAL BY THE TOWN OF PROSPER.

MATERIAL CALCULATIONS	
NET SURFACE AREA SQ.FT.	7,686
TOTAL SURFACE AREA SQ.FT.	10,080
MATERIAL PERCENTAGES TAKEN FROM THE NET SURFACE	
① Manufactured Smooth Limestone	25%
② Manufactured Dark Stone	18%
Total Stone	42%
③ Painted Formliner ( Cityscape - SW 7067)	13%
④ Tilt Wall Color 01 (Snowbound - SW 7004)	1%
⑤ Tilt Wall Color 02 (Shoji White - SW 7042)	7%
⑥ Tilt Wall Color 03 (Anonymous - SW 7046)	0%
⑦ Tilt Wall Color 04 (Gray Matters - SW 7066)	8%
Total Tilt Wall	29%
⑧ Brick	15%
Total Masonry	85%
⑨A Metal Canopy ⑨B Metal Coping	9%
⑩ Wood Like Cementitious Board	6%
Total Secondary Material	15%
⑪ Glazing	31%

MATERIAL LIST	
STONE	
① Manufactured Smooth Limestone	
② Manufactured Dark Stone	
TILT WALL	
③ Painted Formliner (Cityscape - SW7067)	
④ Tilt Wall Color 01 (Snowbound - SW 7004)	
⑤ Tilt Wall Color 02 (Shoji White - SW 7042)	
⑥ Tilt Wall Color 03 (Anonymous SW 7046)	
⑦ Tilt Wall Color 04 (Gray Matters - SW 7066)	
⑧ BRICK	
⑨A METAL CANOPY ⑨B METAL COPING	
⑩A WOOD LIKE CEMENTIOUS BOARD 01 ⑩B WOOD LIKE CEMENTIOUS BOARD 02	
⑪ GLAZING	



SITE PLAN

**FACADE PLAN**

**GATES OF PROSPER, PHASE 03**  
BLOCK B, LOT 2  
DEVAPP-23-0165  
BEING 15.77 ACRES OUT OF THE  
BEN RENNISON SURVEY AVSTRACT NO.755  
JOHN YARNELL SURVEY ABSTRACT NO.1038  
COLLIN COUNTY SCHOOL LAND NO.SURVEY  
ABSTRACT NO.147  
TOWN OF PROSPER, COLLIN COUNTY, TEXAS  
SUBMITTED:

OWNER:  
380 & 288 LP  
1 COWBOYS WAY  
FRISCO, TEXAS 75034  
CONTACT: NICHOLAS LINK  
PHONE: (972)497-4854

ENGINEER/ SURVEYOR:  
KIMLEY-HORN AND ASSOCIATES, INC.  
260 EAST DAVIS STREET, SUITE 100  
MCKINNEY, TEXAS 75069  
PHONE: 9469/301-2580

ARCHITECT:  
O'BRIEN ARCHITECTS  
1722 ROUTH ST., SUITE 122  
DALLAS, TEXAS 75201  
CONTACT: DAVID TRUONG  
PHONE: (972) 788-1010

**GATES OF PROSPER PHASE III**



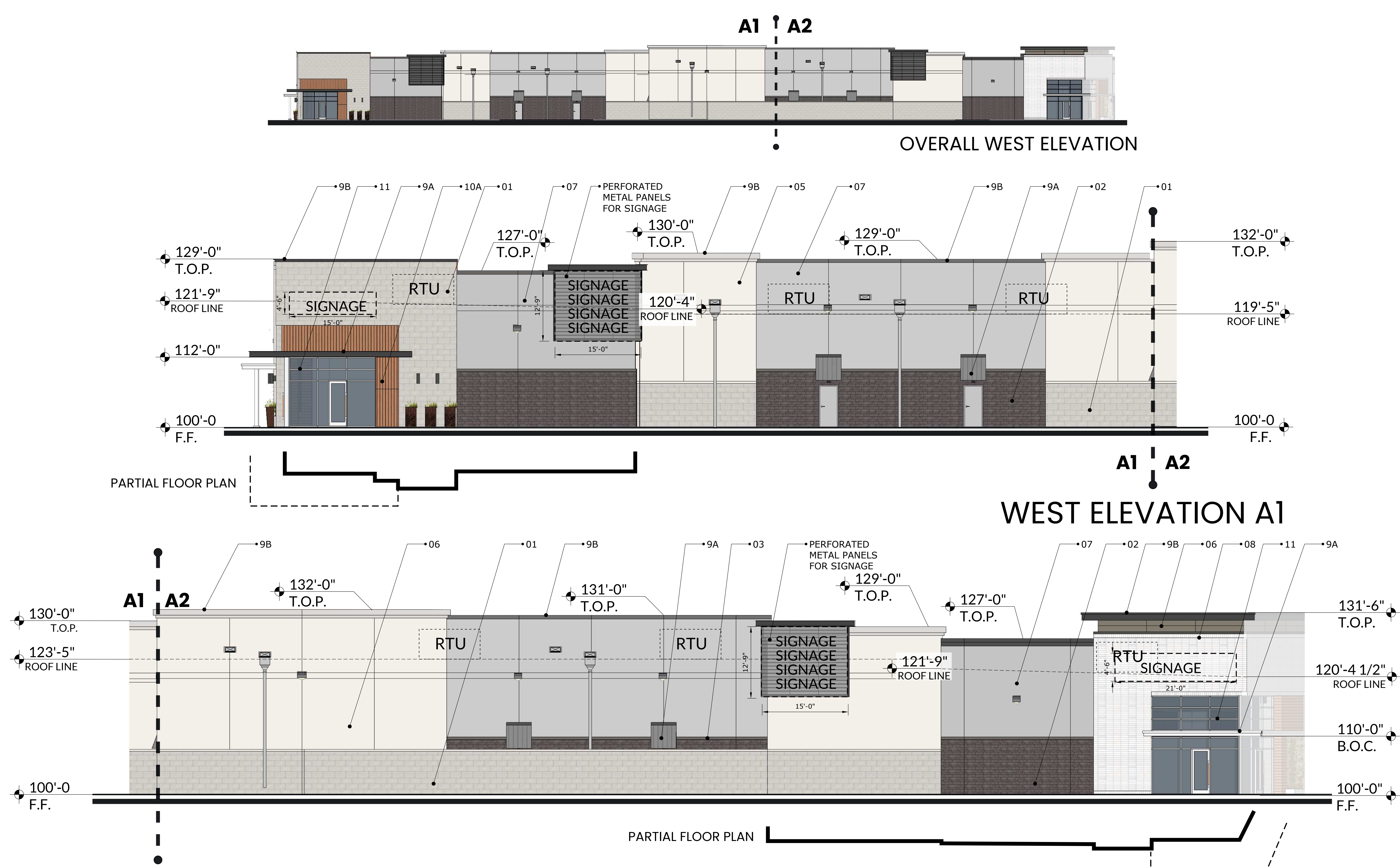
PROSPER, TX

**BLDG.A ELEVATIONS FRONT (EAST)**

SCALE : 1/8"= 1'-0" | 09.19.2023







**ELEVATION NOTES**

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-WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING.

-ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BY THE BUILDING INSPECTIONS DIVISION.

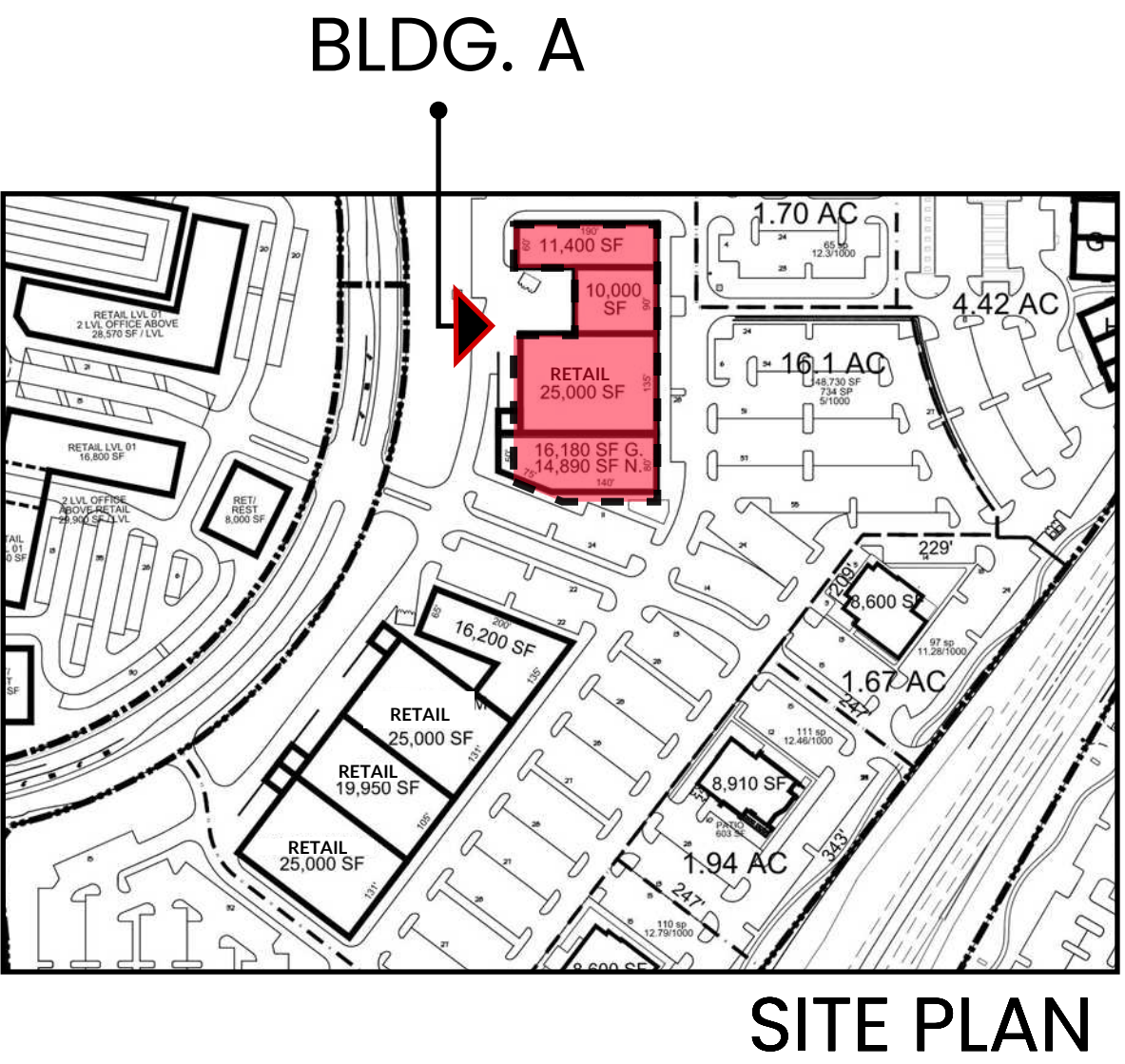
-WINDOWS SHALL BE MAXIMUM EXTERIOR VISIBLE REFLECTIVITY OF TEN(10) PERCENT.

-ANY DEVIATION FROM THE APPROVED FACADE PLAN WILL REQUIRE RE-APPROVAL BY THE TOWN OF PROSPER.

MATERIAL CALCULATIONS	
NET SURFACE AREA SQ.FT.	9,185
TOTAL SURFACE AREA SQ.FT.	9,603
MATERIAL PERCENTAGES TAKEN FORM THE NET SURFACE	
① Manufactured Smooth Limestone	16%
② Manufactured Dark Stone	12%
Total Stone	28%
③ Dark Formliner	0%
④ Tilt Wall Color 01 (Snowbound - SW 7004)	0%
⑤ Tilt Wall Color 02 (Shoji White - SW 7042)	27%
⑥ Tilt Wall Color 03 (Anonymous - SW 7046)	1%
⑦ Tilt Wall Color 04 (Gray Matters - SW 7066)	30%
Total Tilt Wall	57%
⑧ Brick	5%
Total Masonry	90%
⑨A Metal Canopy ⑨B Metal Coping	9%
⑩ Wood Composite Material	1%
Total Secondary Material	10%
⑪ Glazing	5%

MATERIAL LIST	
STONE	
① Manufactured Smooth Limestone	
② Manufactured Dark Stone	
TILT WALL	
③ Painted Formliner (Cityscape - SW7067)	
④ Tilt Wall Color 01 (Snowbound - SW 7004)	
⑤ Tilt Wall Color 02 (Shoji White - SW 7042)	
⑥ Tilt Wall Color 03 (Anonymous SW 7046)	
⑦ Tilt Wall Color 04 (Gray Matters - SW 7066)	
⑧ BRICK	
⑨A METAL CANOPY ⑨B METAL COPING	
⑩A WOOD LIKE CEMENTIOUS BOARD 01 ⑩B WOOD LIKE CEMENTIOUS BOARD 02	
⑪ GLAZING	

## WEST ELEVATION A2



**FACADE PLAN**

**GATES OF PROSPER, PHASE 03**  
BLOCK B, LOT 2  
DEVAPP-23-0165  
BEING 15.77 ACRES OUT OF THE  
BEN RENNISON SURVEY AVSTRACT NO.755  
JOHN YARNELL SURVEY ABSTRACT NO.1038  
COLLIN COUNTY SCHOOL LAND NO.SURVEY  
ABSTRACT NO.147  
TOWN OF PROSPER, COLLIN COUNTY, TEXAS  
SUBMITTED:

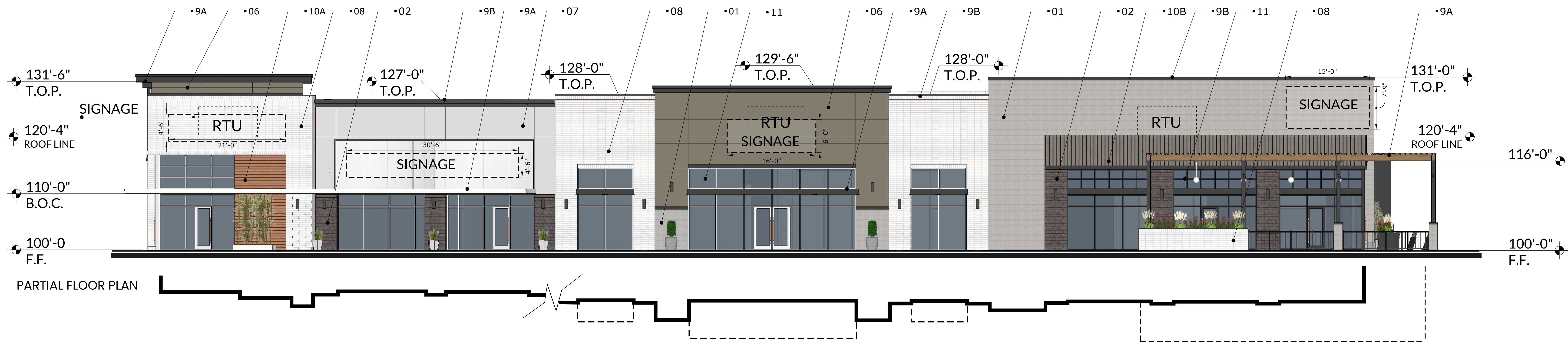
OWNER:  
380 & 288 LP  
1 COWBOYS WAY  
FRISCO, TEXAS 75034  
CONTACT: NICHOLAS LINK  
PHONE: (972)497-4854

ENGINEER/ SURVEYOR:  
KIMLEY-HORN AND ASSOCIATES, INC.  
260 EAST DAVIS STREET, SUITE 100  
MCKINNEY, TEXAS 75069  
CONTACT: RACHEL KORUS, P.E.  
PHONE: 9469/301-2580

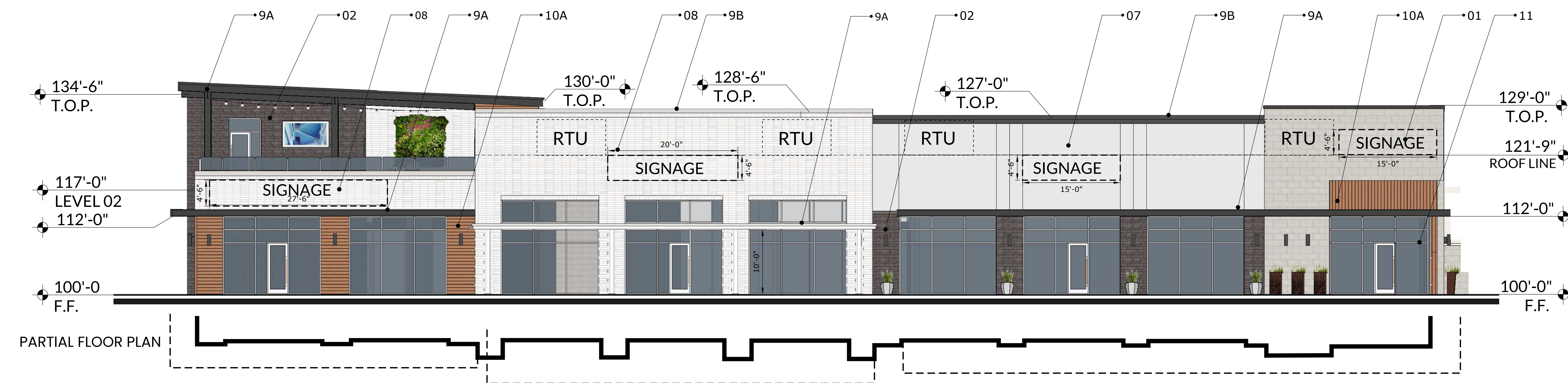
ARCHITECT:  
O'BRIEN ARCHITECTS  
1722 ROUTH ST., SUITE 122  
DALLAS, TEXAS 75201  
CONTACT: DAVID TRUONG  
PHONE: (972) 788-1010

## GATES OF PROSPER PHASE III





01 SOUTH ELEVATION



02 NORTH ELEVATION

MATERIAL CALCULATIONS		SOUTH	NORTH
NET SURFACE AREA SQ.FT.		3,630	3,298
TOTAL SURFACE AREA SQ.FT.		5,569	5,090
MATERIAL PERCENTAGES TAKEN FORM THE NET SURFACE			
①	Manufactured Smooth Limestone	23%	12%
		845	380
②	Manufactured Dark Stone	3%	12%
		120	405
Total Stone		965	785
③	Dark Formliner	0%	0%
		0	0
④	Tilt Wall Color 01 (Snowbound - SW 7004)	0%	0%
		0	0
⑤	Tilt Wall Color 02 (Shoji White - SW 7042)	0%	0%
		0	0
⑥	Tilt Wall Color 03 (Anonymous - SW 7046)	2%	0%
		61	0
⑦	Tilt Wall Color 04 (Gray Matters - SW 7066)	17%	20%
		635	650
Total Tilt Wall		19%	20%
		696	650
⑧	Brick	29%	37%
		1,040	1,208
Total Masonry		74%	80%
		2,701	2,643
⑨A	Metal Canopy ⑨B Metal Coping	10%	13%
		375	413
⑩	Wood Composite Material	15%	7%
		554	242
Total Secondary Material		26%	20%
		929	655
⑪	Glazing	53%	54%
		1,939	1,792

### ELEVATION NOTES

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-WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING.

-ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BYTHE BUILDING INPSECTIONS DIVISION.

-WINDOWS SHALL BE MAXIMUM EXTERIOR VISIBLE REFLECTIVITY OF TEN(10) PERCENT.

-ANY DEVIATION FROM THE APPROVED FACADE PLAN WILL REQUIRE RE-APPROVAL BY THE TOWN OF PROSPER.

### MATERIAL LIST

#### STONE

- ① Manufactured Smooth Limestone
- ② Manufactured Dark Stone

#### TILT WALL

- ③ Painted Formliner (Cityscape - SW7067)

- ④ Tilt Wall Color 01 (Snowbound - SW 7004)

- ⑤ Tilt Wall Color 02 (Shoji White - SW 7042)

- ⑥ Tilt Wall Color 03 (Anonymous SW 7046)

- ⑦ Tilt Wall Color 04 (Gray Matters - SW 7066)

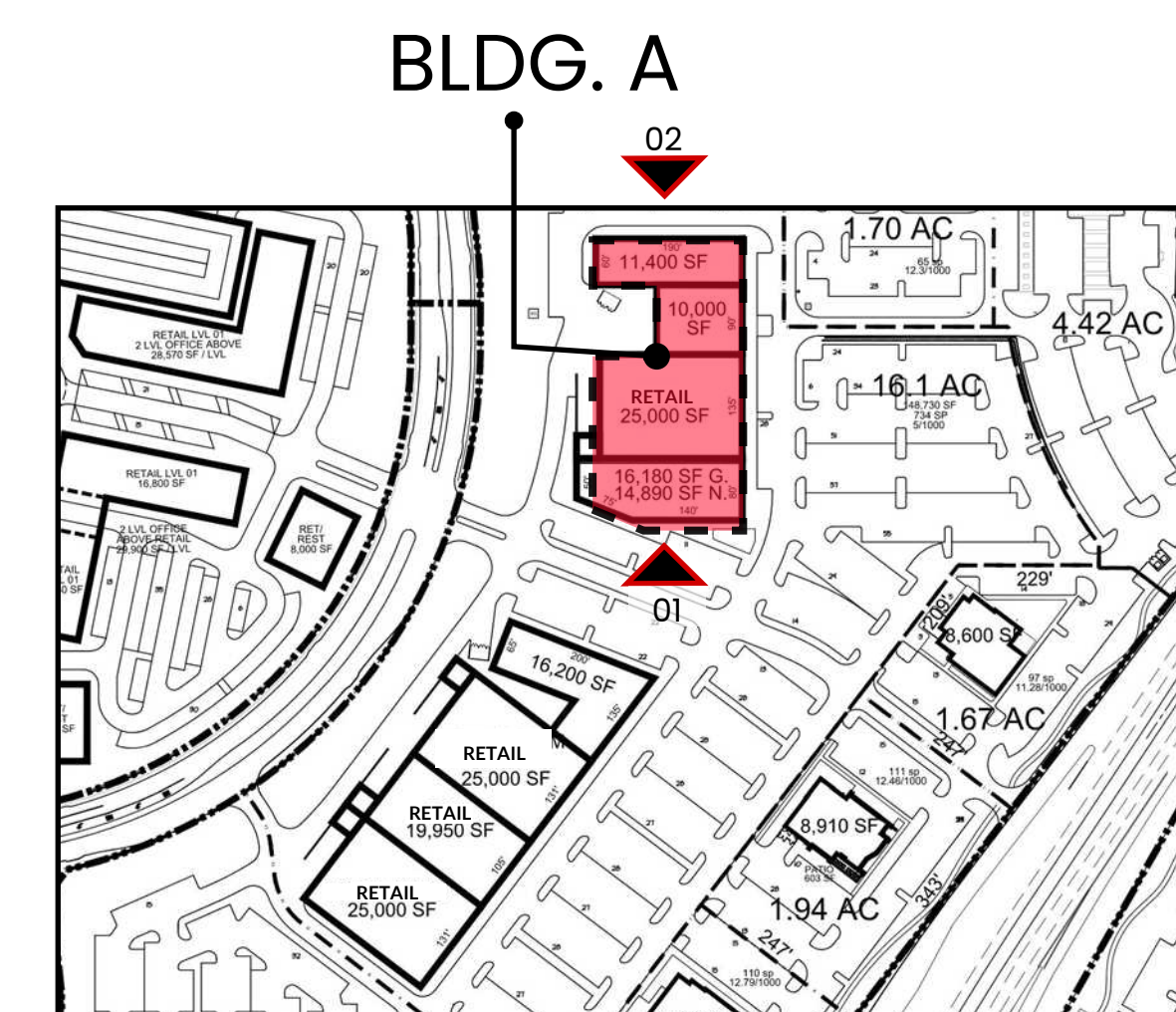
- ⑧ BRICK

- ⑨A METAL CANOPY ⑨B METAL COPING

- ⑩A WOOD LIKE CEMENTIOUS BOARD 01

- ⑩B WOOD LIKE CEMENTIOUS BOARD 02

- ⑪ GLAZING



SITE PLAN

### FACADE PLAN

GATES OF PROSPER, PHASE 03  
BLOCK B, LOT 2  
DEVAPP-23-0165  
BEING 15.77 ACRES OUT OF THE  
BEN RENNISON SURVEY AVSTRACT NO.755  
JOHN YARNELL SURVEY ABSTRACT NO.1038  
COLLIN COUNTY SCHOOL LAND NO.SURVEY  
ABSTRACT NO.147  
TOWN OF PROSPER, COLLIN COUNTY, TEXAS  
SUBMITTED:

OWNER:  
380 & 288 LP  
1 COWBOYS WAY  
FRISCO, TEXAS 75034  
CONTACT: NICHOLAS LINK  
PHONE: (972)497-4854

ENGINEER/ SURVEYOR:  
KIMLEY-HORN AND ASSOCIATES, INC.  
260 EAST DAVIS STREET, SUITE 100  
MCKINNEY, TEXAS 75069  
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ARCHITECT:  
O'BRIEN ARCHITECTS  
1722 ROUTH ST., SUITE 122  
DALLAS, TEXAS 75201  
CONTACT: DAVID TRUONG  
PHONE: (972) 788-1010

## GATES OF PROSPER PHASE III



PROSPER, TX

## BLDG.A ELEVATIONS SIDES (SOUTH & NORTH)

SCALE : 1/8"= 1'-0"

09.19.2023







01 OVERALL EAST ELEVATION



02 OVERALL SOUTH ELEVATION



03 SOUTHEAST CORNER ELEVATION



04 OVERALL NORTHEAST ELEVATION



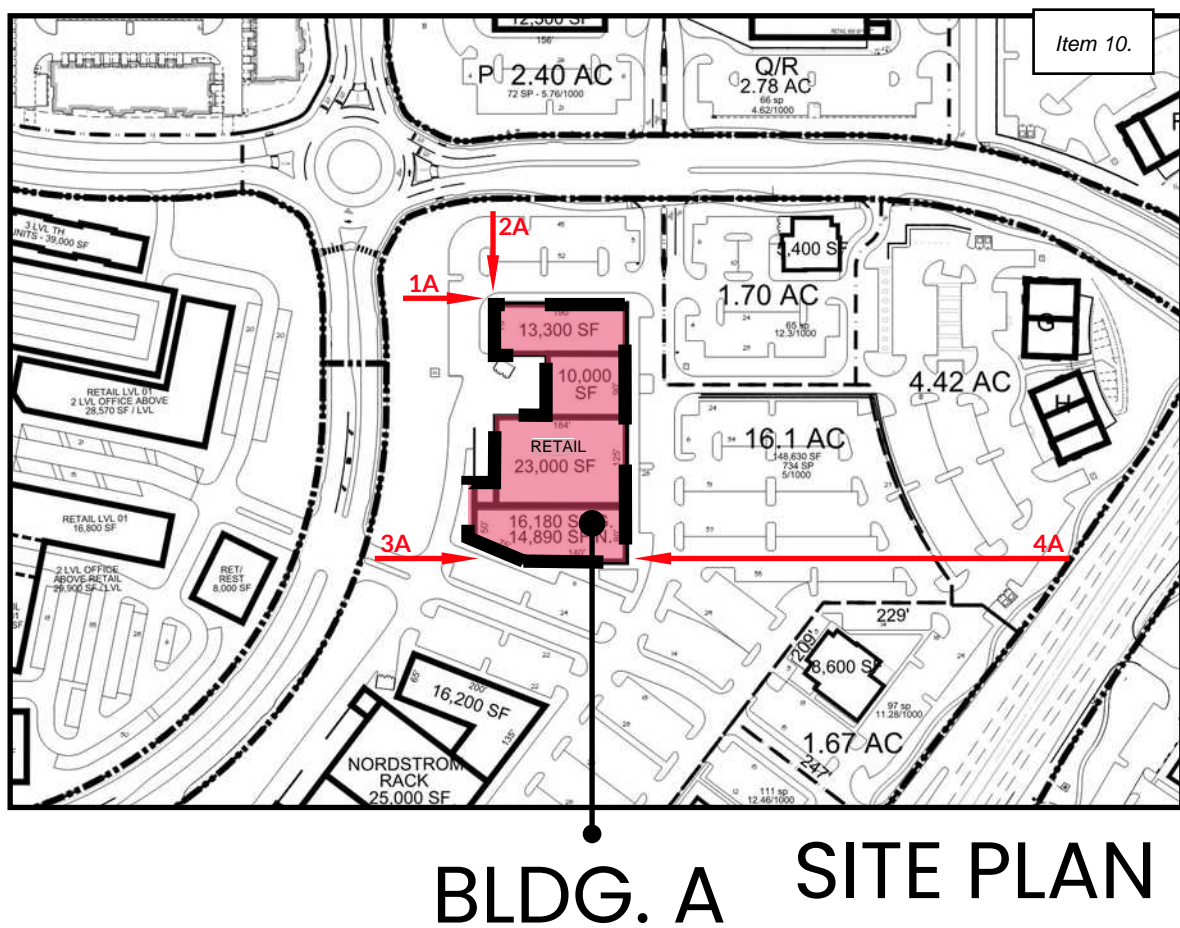
05 OVERALL NORTH ELEVATION

**GATES OF PROSPER PHASE III**

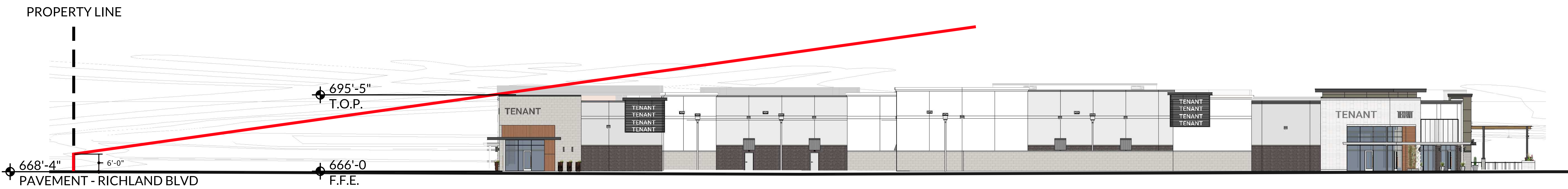




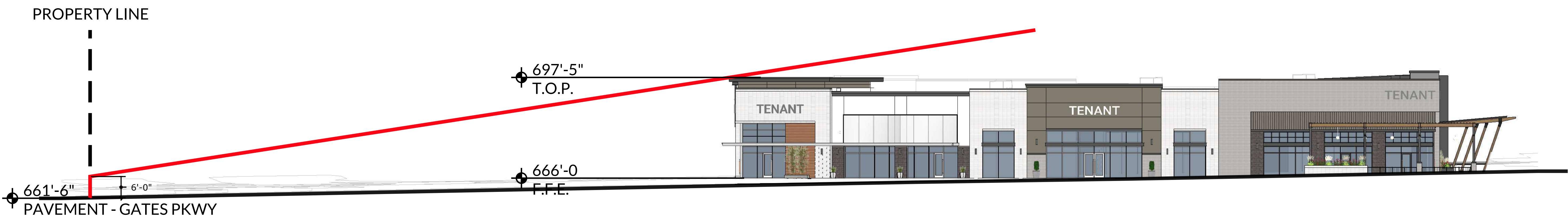
BUILDING A - SIGHTLINE 1A



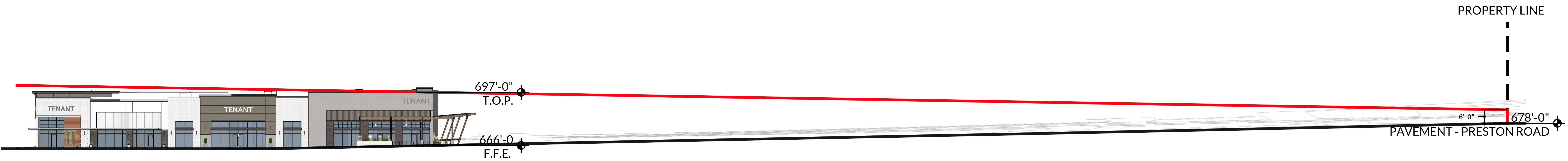
BLDG. A SITE PLAN



BUILDING A - SIGHTLINE 2A



BUILDING A - SIGHTLINE 3A



BUILDING A - SIGHTLINE 4A

# GATES OF PROSPER PHASE III



STONE



1 MANUFACTURED SMOOTH LIMESTONE

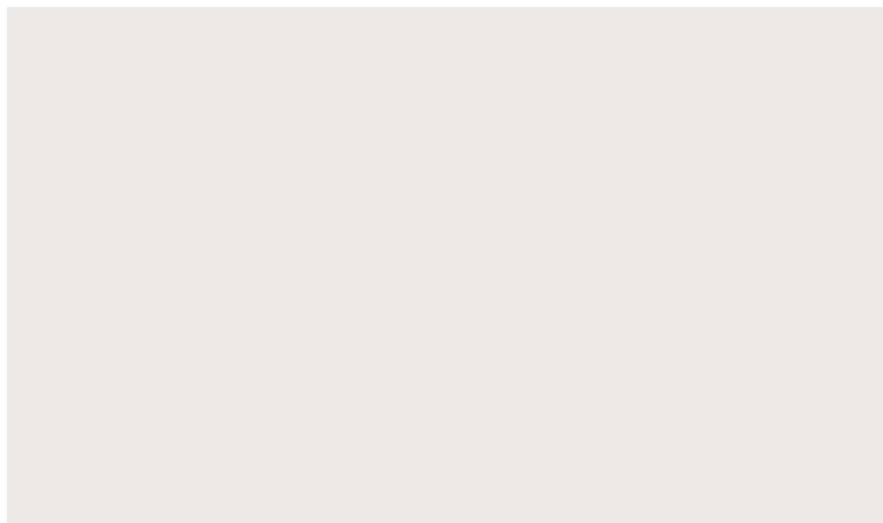


2 MANUFACTURED DARK STONE

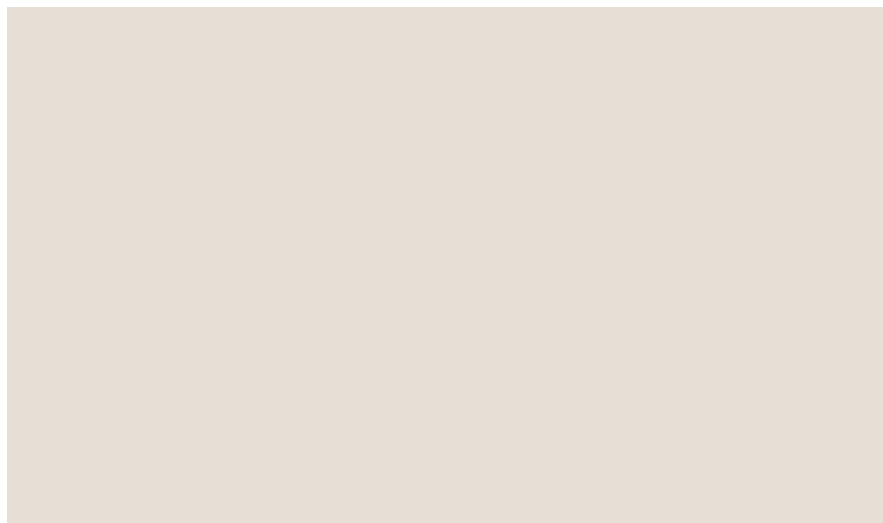
PAINT COLORS ON FACADE



3 SHERWIN WILLIAMS CITYSCAPE - SW 7067



4 SHERWIN WILLIAMS SNOWBOUND - SW 7004



5 SHERWIN WILLIAMS SHOJI WHITE - SW 7042

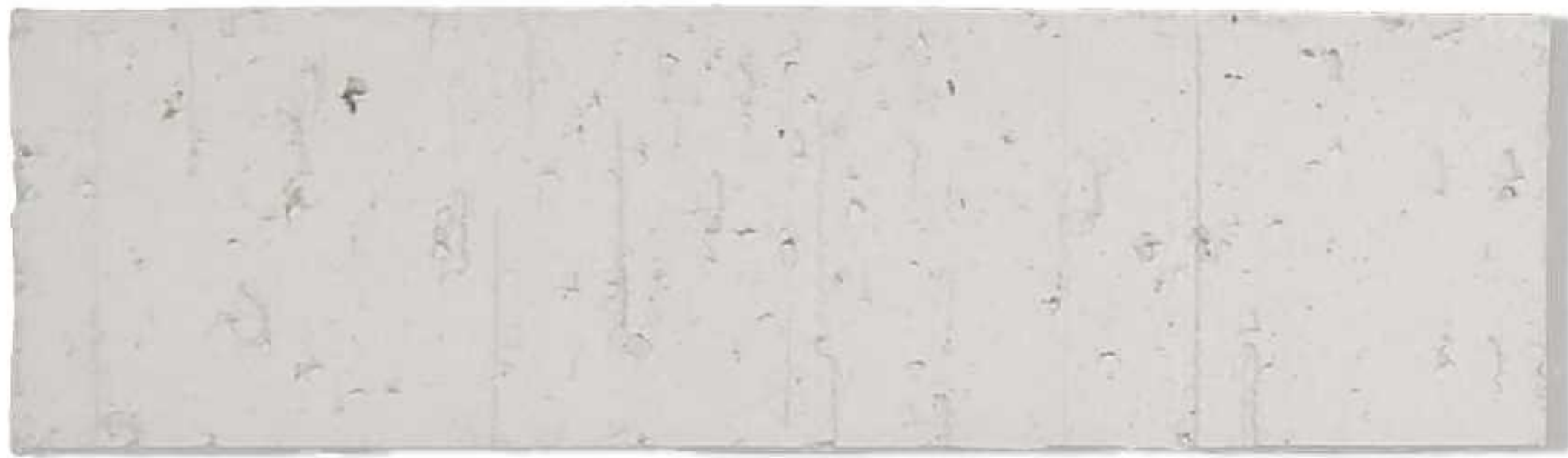


6 SHERWIN WILLIAMS ANONYMOUS - SW 7046



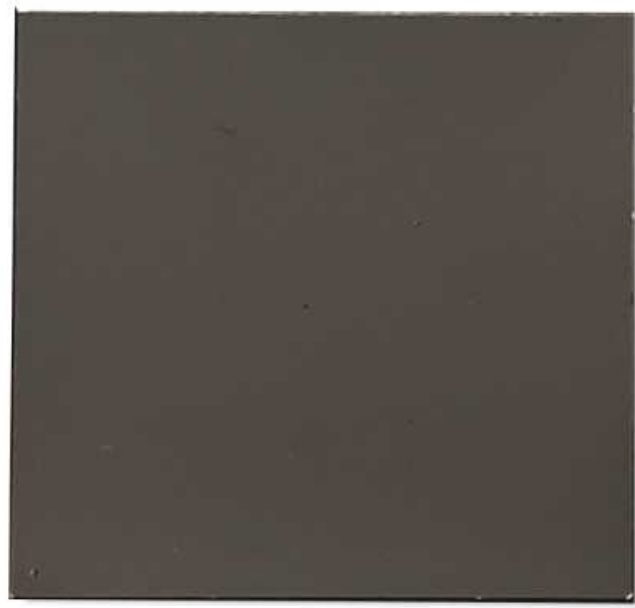
7 SHERWIN WILLIAMS GRAY MATTERS - SW 7066

BRICK



8 BRICK (PAINTED)

METAL



9A METAL CANOPY PAINTED: SHERWIN WILLIAMS IRON ORE - SW 7069



9B METAL COPING BERRIDGE - CHARCOAL

SIDING



10A WOOD LIKE CEMENTITIOUS BOARD



10B WOOD LIKE CEMENTITIOUS BOARD

GLAZING



11 VITRO GLAZING Solarban® 70 (2) Atlantica® + Clear  
VISIBLE LIGHT REFLECTANCE:  
EXTERIOR: 10%  
INTERIOR: 13%

STOREFRONT SYSTEM



DARK BRONZE

GATES OF PROSPER PHASE III

FACADE PLAN

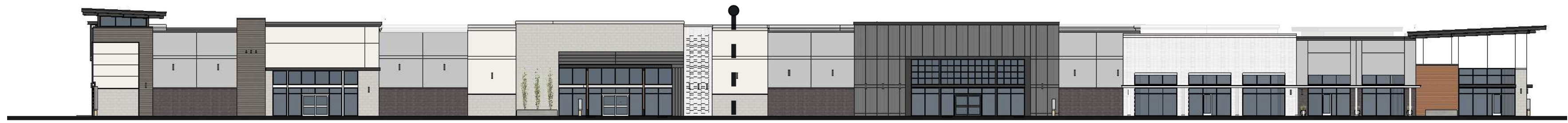
GATES OF PROSPER, PHASE 03  
BLOCK B, LOT 2  
DEVAPP-23-0165  
BEING 15.77 ACRES OUT OF THE  
BEN RENNISON SURVEY AVSTRACT NO.755  
JOHN YARNELL SURVEY ABSTRACT NO.1038  
COLLIN COUNTY SCHOOL LAND NO.SURVEY  
ABSTRACT NO.147  
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OWNER:  
380 & 289 LP  
1 COWBOYS WAY  
FRISCO, TEXAS 75034  
CONTACT: NICHOLAS LINK  
PHONE: (972)497-4854

ENGINEER/ SURVEYOR:  
KIMLEY-HORN AND ASSOCIATES, INC.  
260 EAST DAVIS STREET, SUITE 100  
MCKINNEY, TEXAS 75069  
PHONE: 9469/301-2580

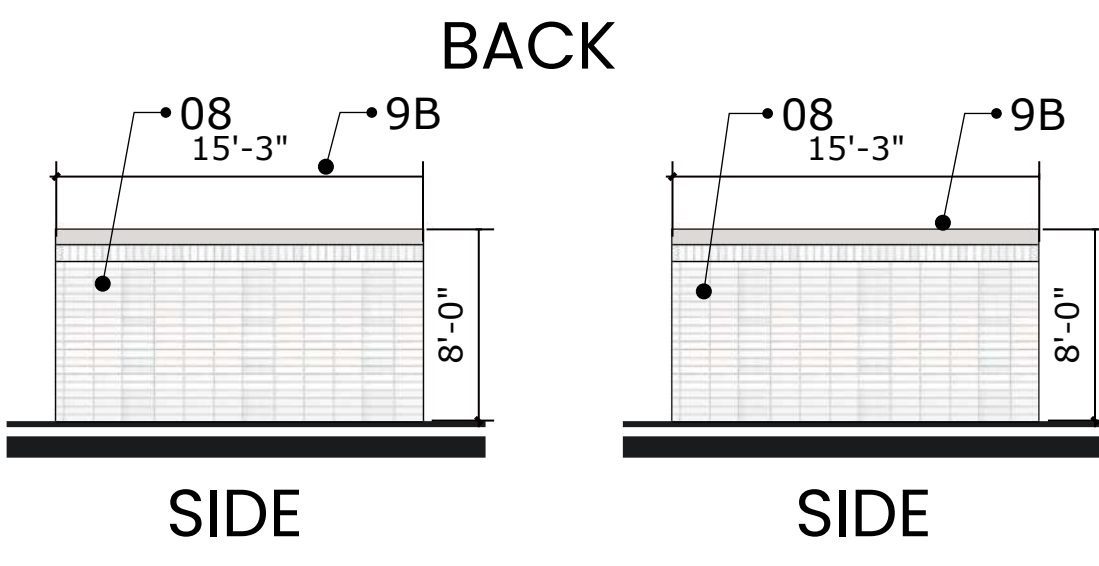
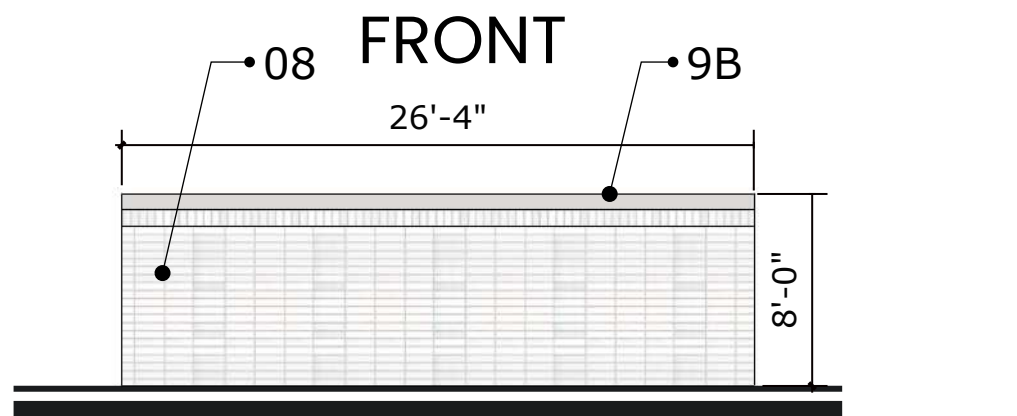
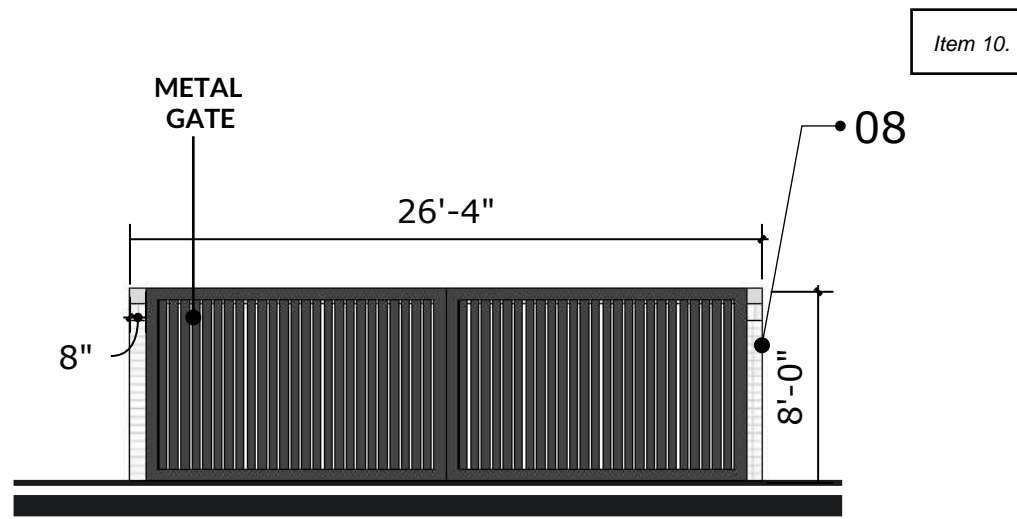
ARCHITECT:  
O'BRIEN ARCHITECTS  
1722 ROUTH ST., SUITE 122  
DALLAS, TEXAS 75201  
CONTACT: DAVID TRUONG  
PHONE: (972) 788-1010



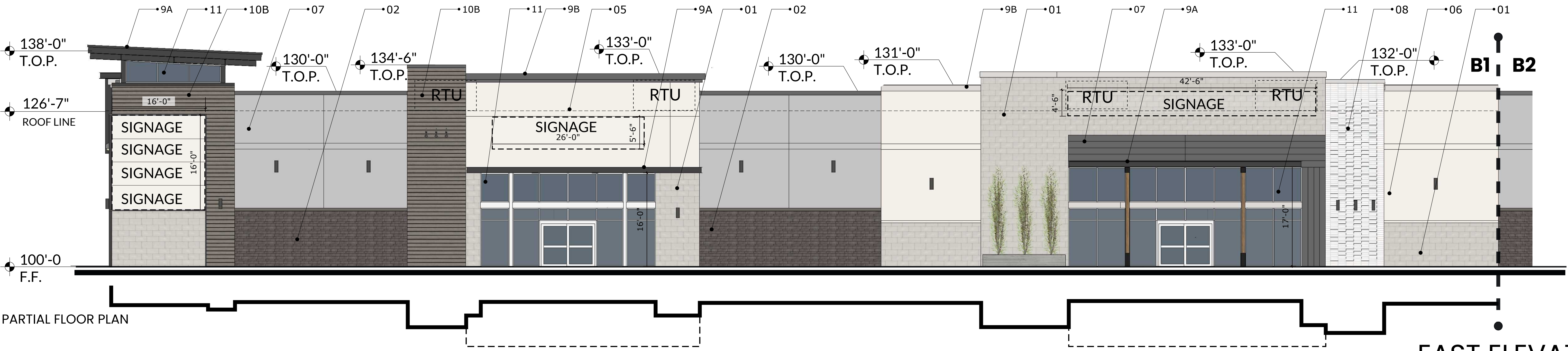


B1 B2

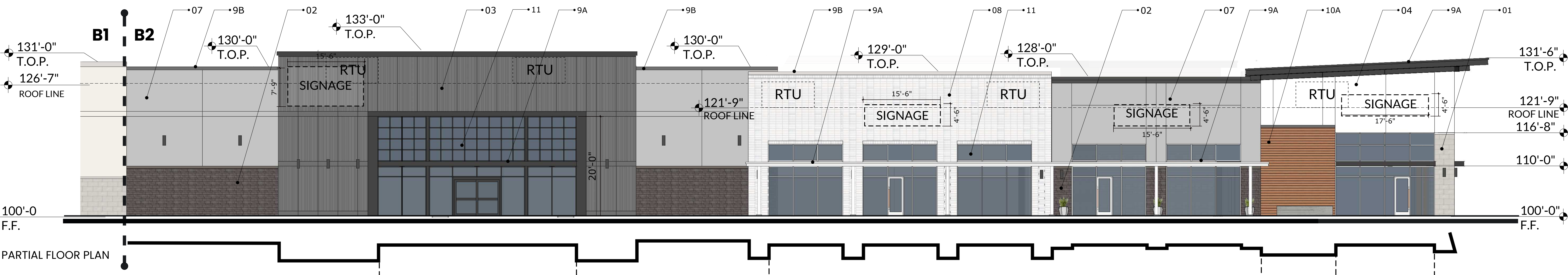
OVERALL EAST ELEVATION



DUMPSTER ENCLOSURE ELEVATIONS



EAST ELEVATION B1



EAST ELEVATION B2

**ELEVATION NOTES**

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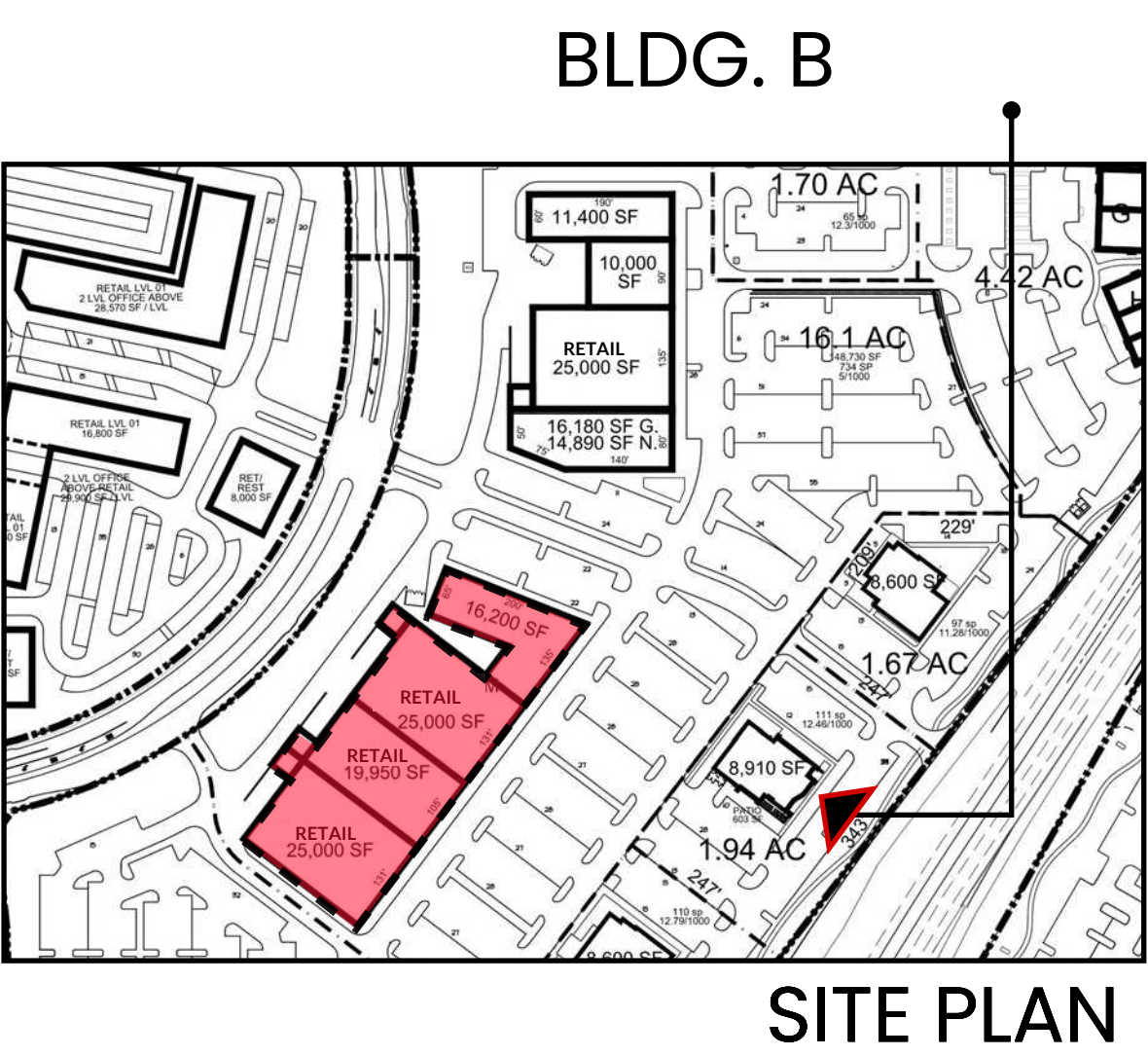
-ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BY THE BUILDING INSPECTIONS DIVISION.

-WINDOWS SHALL BE MAXIMUM EXTERIOR VISIBLE REFLECTIVITY OF TEN(10) PERCENT.

-ANY DEVIATION FROM THE APPROVED FACADE PLAN WILL REQUIRE RE-APPROVAL BY THE TOWN OF PROSPER.

MATERIAL CALCULATIONS	
NET SURFACE AREA SQ.FT.	11,492
TOTAL SURFACE AREA SQ.FT.	14,864
MATERIAL PERCENTAGES TAKEN FROM THE NET SURFACE	
① Manufactured Smooth Limestone	13%
② Manufactured Dark Stone	11%
<b>Total Stone</b>	<b>24%</b>
③ Painted Formliner ( Cityscape - SW 7067)	12%
④ Tilt Wall Color 01 (Snowbound - SW 7004)	3%
⑤ Tilt Wall Color 02 (Shoji White - SW 7042)	13%
⑥ Tilt Wall Color 03 (Anonymous - SW 7046)	0%
⑦ Tilt Wall Color 04 (Gray Matters - SW 7066)	22%
<b>Total Tilt Wall</b>	<b>50%</b>
⑧ Brick	11%
<b>Total Masonry</b>	<b>86%</b>
9A Metal Canopy 9B Metal Coping	7%
⑩ Wood Like Cementious Board	7%
<b>Total Secondary Material</b>	<b>14%</b>
⑪ Glazing	29%
	3,372

MATERIAL LIST	
STONE	
① Manufactured Smooth Limestone	
② Manufactured Dark Stone	
TILT WALL	
③ Painted Formliner ( Cityscape - SW7067)	
④ Tilt Wall Color 01 (Snowbound - SW 7004)	
⑤ Tilt Wall Color 02 (Shoji White - SW 7042)	
⑥ Tilt Wall Color 03 (Anonymous SW 7046)	
⑦ Tilt Wall Color 04 (Gray Matters - SW 7066)	
⑧ BRICK	
9A METAL CANOPY 9B METAL COPING	
⑩ WOOD LIKE CEMENTIOUS BOARD 01 ⑪ GLAZING	⑪ WOOD LIKE CEMENTIOUS BOARD 02



**FACADE PLAN**

**GATES OF PROSPER, PHASE 03**

**BLOCK B, LOT 2**

**DEVAPP-23-0165**

BEING 15.77 ACRES OUT OF THE BEN RENNISON SURVEY AVSTRACT NO.755 JOHN YARNELL SURVEY ABSTRACT NO.1038 COLLIN COUNTY SCHOOL LAND NO.SURVEY ABSTRACT NO.147 TOWN OF PROSPER, COLLIN COUNTY, TEXAS SUBMITTED:

OWNER:  
380 & 289 LP  
1 COWBOYS WAY  
FRISCO, TEXAS 75034  
CONTACT: NICHOLAS LINK  
PHONE: (972)497-4854

ENGINEER/ SURVEYOR:  
KIMLEY-HORN AND ASSOCIATES, INC.  
260 EAST DAVIS STREET, SUITE 100  
MCKINNEY, TEXAS 75069  
CONTACT: RACHEL KORUS, P.E.  
PHONE: 9469/301-2580

ARCHITECT:  
O'BRIEN ARCHITECTS  
1722 ROUTH ST., SUITE 122  
DALLAS, TEXAS 75201  
CONTACT: DAVID TRUONG  
PHONE: (972) 788-1010

# GATES OF PROSPER PHASE III



PROSPER, TX

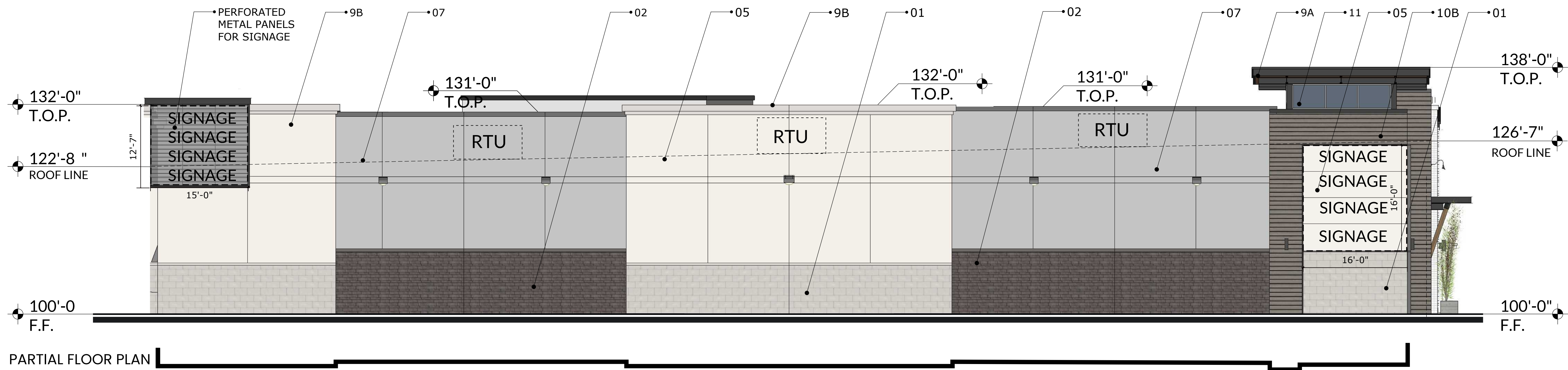
## BLDG.B ELEVATIONS FRONT (EAST)

SCALE : 1/8"= 1'-0"

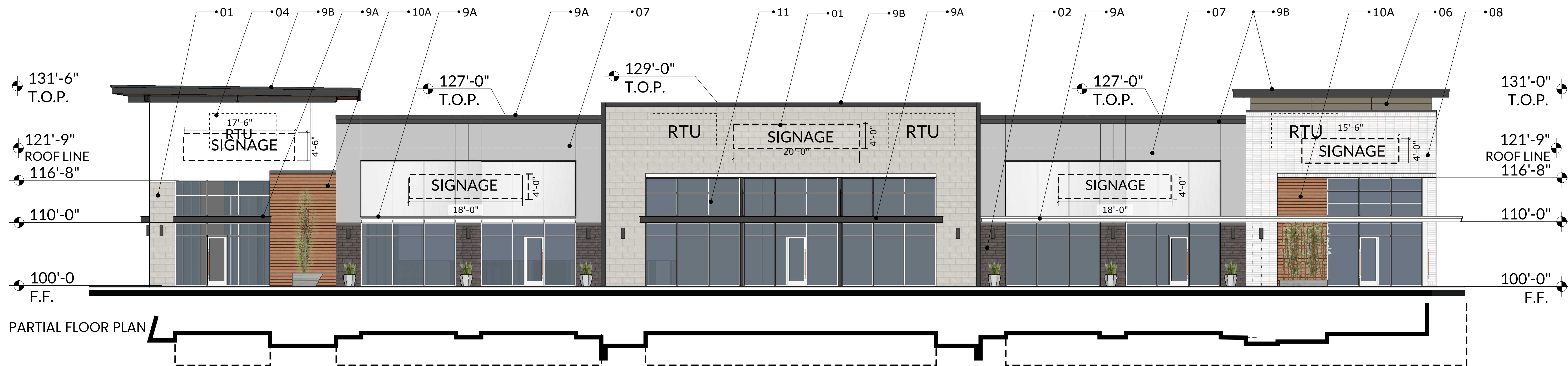
09.19.2023







01 SOUTH ELEVATION



02 NORTH ELEVATION

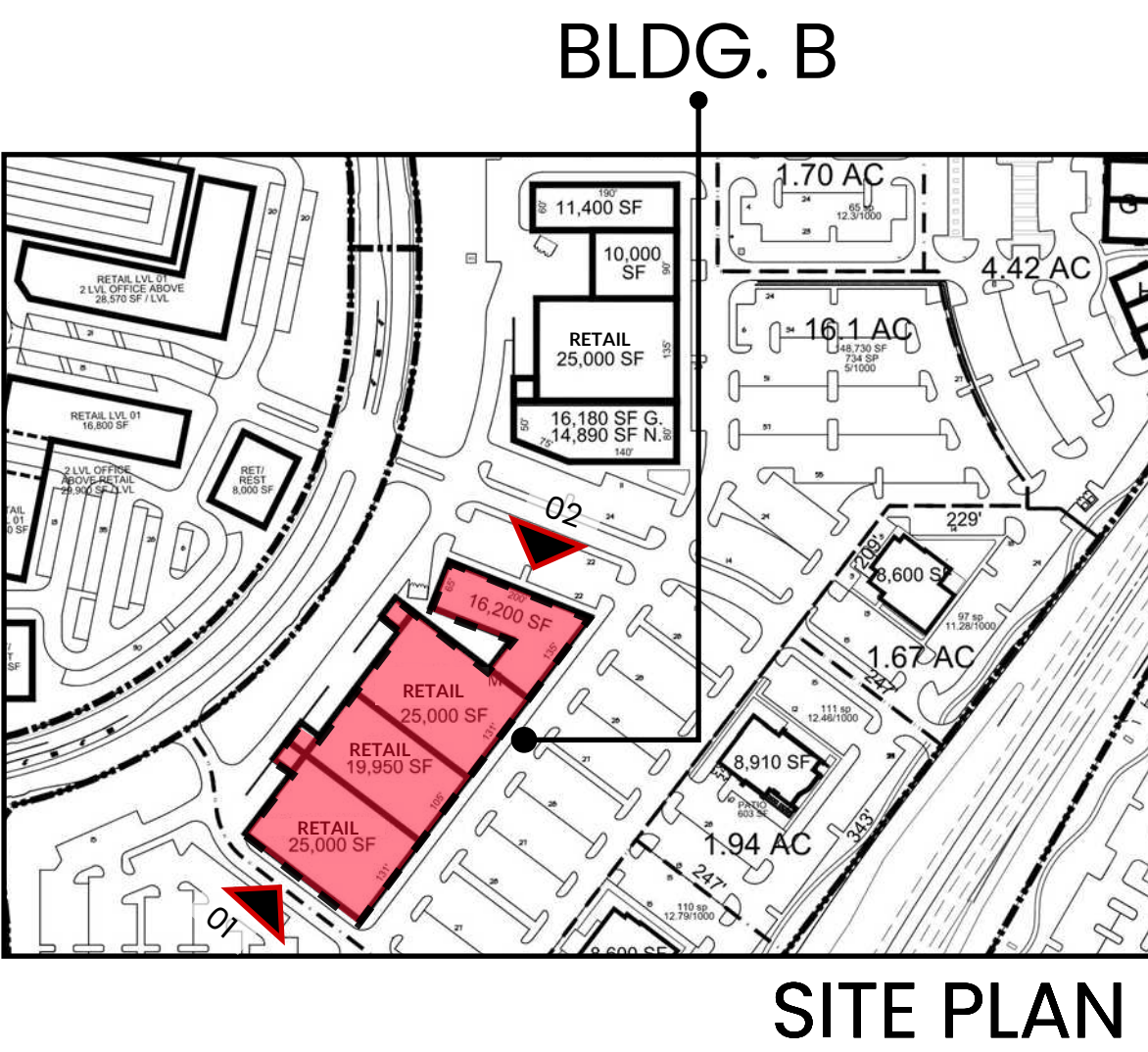
MATERIAL CALCULATIONS		SOUTH	NORTH
NET SURFACE AREA SQ.FT.		6,280	3,344
TOTAL SURFACE AREA SQ.FT.		6,381	5,119
MATERIAL PERCENTAGES TAKEN FORM THE NET SURFACE			
①	Coronado Smooth Limestone	11%	26%
		716	853
②	Coronado Prairie Stone	16%	7%
		991	248
Total Stone		27%	33%
		1,707	1,101
③	Dark Formliner	0%	0%
		0	0
④	Tilt Wall Color 01 (Snowbound - SW 7004)	0%	10%
		0	325
⑤	Tilt Wall Color 02 (Shoji White - SW 7042)	28%	0%
		1,743	0
⑥	Tilt Wall Color 03 (Anonymous - SW 7046)	0%	1%
		0	50
⑦	Tilt Wall Color 04 (Gray Matters - SW 7066)	29%	34%
		1,813	1,124
Total Tilt Wall		57%	45%
		3,556	1,499
⑧	Brick	9%	0%
		563	0
Total Masonry		93%	78%
		5,826	2,600
9A	Metal Canopy 9B Metal Coping	4%	13%
		230	427
⑩	Wood Composite Material	4%	9%
		224	317
Total Secondary Material		7%	22%
		454	744
⑪	Glazing	2%	53%
		101	1,775

ELEVATION NOTES

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MATERIAL LIST

- STONE
- ①Manufactured Smooth Limestone
  - ②Manufactured Dark Stone
- TILT WALL
- ③Painted Formliner (Cityscape - SW7067)
  - ④ Tilt Wall Color 01 (Snowbound - SW 7004)
  - ⑤ Tilt Wall Color 02 (Shoji White - SW 7042)
  - ⑥ Tilt Wall Color 03 (Anonymous SW 7046)
  - ⑦ Tilt Wall Color 04 (Gray Matters - SW 7066)
- ⑧ BRICK
- 9A) METAL CANOPY 9B) METAL COPING
- ⑩) WOOD LIKE CEMENTIOUS BOARD 01 ⑪) WOOD LIKE CEMENTIOUS BOARD 02
- ⑪) GLAZING



FACADE PLAN

GATES OF PROSPER, PHASE 03  
BLOCK B, LOT 2  
DEVAPP-23-0165  
BEING 15.77 ACRES OUT OF THE  
BEN RENNISON SURVEY AVSTRACT NO.755  
JOHN YARNELL SURVEY ABSTRACT NO.1038  
COLLIN COUNTY SCHOOL LAND NO.SURVEY  
ABSTRACT NO.147  
TOWN OF PROSPER, COLLIN COUNTY, TEXAS  
SUBMITTED:

OWNER:  
380 & 289 LP  
1 COWBOYS WAY  
FRISCO, TEXAS 75034  
CONTACT: NICHOLAS LINK  
PHONE: (972)497-4854

ENGINEER/ SURVEYOR:  
KIMLEY-HORN AND ASSOCIATES, INC.  
260 EAST DAVIS STREET, SUITE 100  
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PHONE: 9469/301-2580

ARCHITECT:  
O'BRIEN ARCHITECTS  
1722 ROUTH ST., SUITE 122  
DALLAS, TEXAS 75201  
CONTACT: DAVID TRUONG  
PHONE: (972) 788-1010

GATES OF PROSPER PHASE III



PROSPER, TX

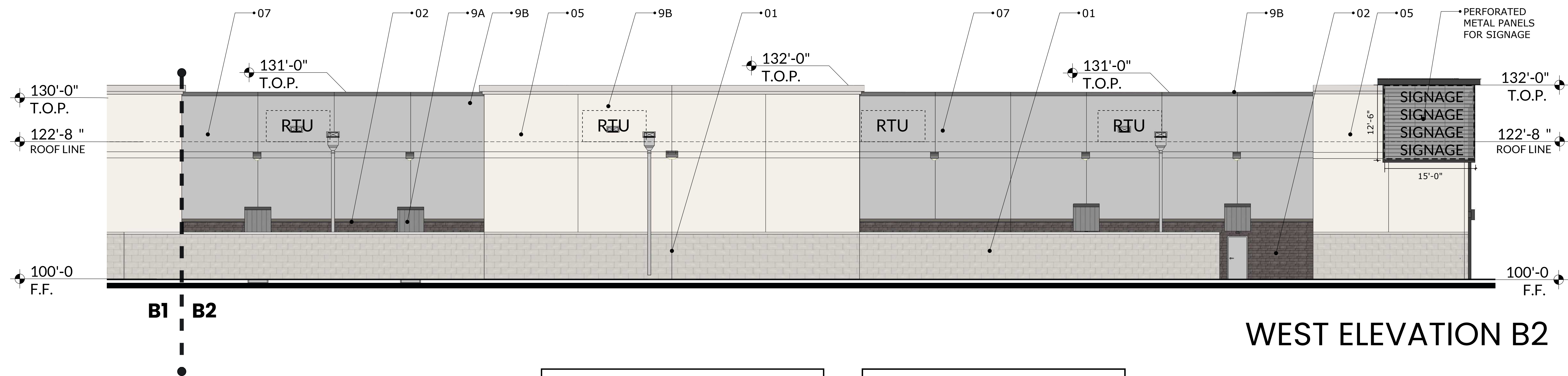
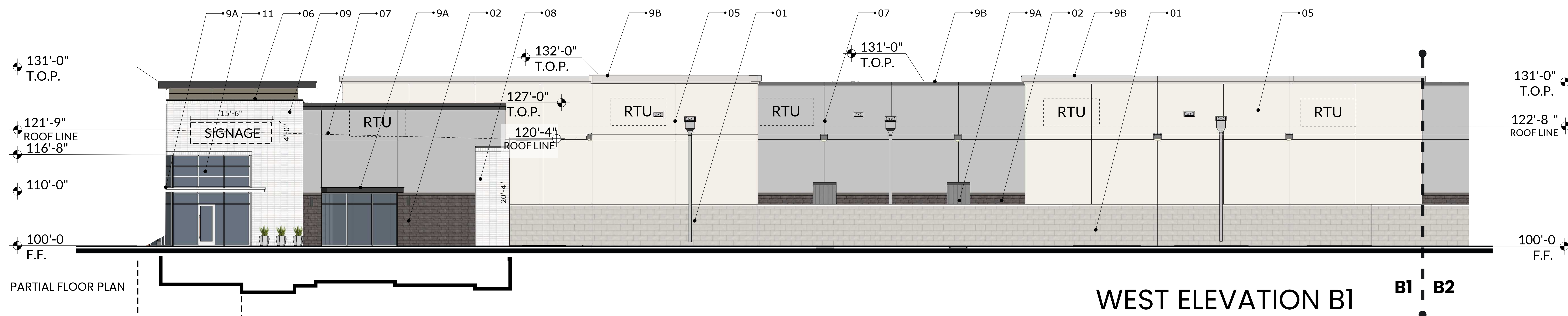
BLDG.B ELEVATIONS SIDES (SOUTH & NORTH)

SCALE : 1/8"= 1'-0"

09.19.2023







### ELEVATION NOTES

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NET SURFACE AREA SQ.FT.		12,838
TOTAL SURFACE AREA SQ.FT.		13,229
MATERIAL PERCENTAGES TAKEN FORM THE NET SURFACE		
①	Manufactured Smooth Limestone	12%
		1,585
②	Manufactured Dark Stone	13%
		1,733
<b>Total Stone</b>		<b>26%</b>
		3,318
③	Dark Formliner	0%
		0
④	Tilt Wall Color 01 (Snowbound - SW 7004)	0%
		0
⑤	Tilt Wall Color 02 (Shoji White - SW 7042)	35%
		4,444
⑥	Tilt Wall Color 03 (Anonymous - SW 7046)	0%
		28
⑦	Tilt Wall Color 04 (Gray Matters - SW 7066)	25%
		3,806
<b>Total Tilt Wall</b>		<b>63%</b>
		8,100
⑧	Brick	4%
		563
<b>Total Masonry</b>		<b>93%</b>
		11,981
9A	Metal Canopy ⑨B Metal Coping	7%
		857
⑩	Wood Composite Material	0%
		0
<b>Total Secondary Material</b>		<b>7%</b>
		857
⑪	Glazing	3%
		381

## MATERIAL LIST

STONE

- ① Manufactured Smooth Limestone
- ② Manufactured Dark Stone

TILT WALL

- ③ Painted Formliner  
(Cityscape - SW7067)
- ④ Tilt Wall Color 01  
(Snowbound - SW 7004)
- ⑤ Tilt Wall Color 02  
(Shoji White - SW 7042)
- ⑥ Tilt Wall Color 03  
(Anonymous SW 7046)
- ⑦ Tilt Wall Color 04  
(Gray Matters - SW 7066)

⑧ BRICK

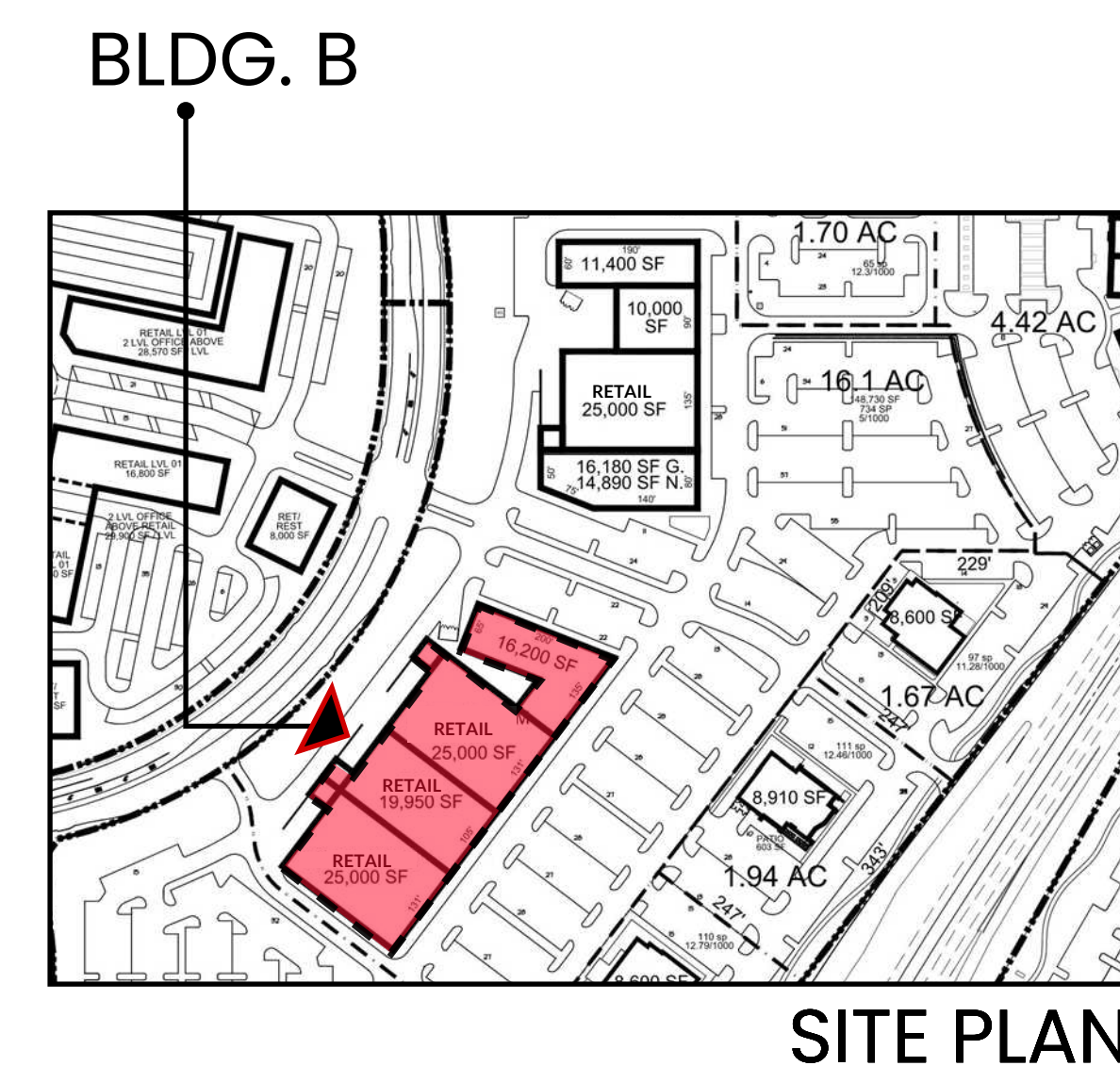
⑨A METAL CANOPY

⑨B METAL COPING

⑩A WOOD LIKE  
CEMENTIOUS  
BOARD 01

⑩B WOOD LIKE  
CEMENTIOUS  
BOARD 02

⑪ GLAZING



## FACADE PLAN

GATES OF PROSPER, PHASE 03

BLOCK B, LOT 2  
DEVAPP-23-0165

BEING 15.77 ACRES OUT OF THE  
BEN RENNISON SURVEY AVSTRACT NO.755  
JOHN YARNELL SURVEY ABSTRACT NO.1038  
COLLIN COUNTY SCHOOL LAND NO.SURVEY  
ABSTRACT NO.147  
TOWN OF PROSPER, COLLIN COUNTY, TEXAS  
SUBMITTED:

TABLE 1. *Continued*

ENGINEER/ SURVEYOR: ARCHITECT:  
KIMLEY-HORN AND ASSOCIATES, INC. O'BRIEN  
260 EAST DAVIS STREET, SUITE 100 1722 F  
MCKINNEY, TEXAS 75069 DALLAS

HOLAS LINK  
97-4854

---

09.19.2023 

OWNER:  
380 & 289 LP  
1 COWBOYS WAY  
FRISCO, TEXAS 75034  
CONTACT: NICHOLAS LINH  
PHONE: (972)497-4854

ENGINEER/ SURVEYOR:  
KIMLEY-HORN AND ASSOCI.  
260 EAST DAVIS STREET, SUITE 200  
MCKINNEY, TEXAS 75069  
CONTACT: RACHEL KORUS,  
PHONE: 946)301-2580

ARCHITECT:  
O'BRIEN ARCHITECTS  
1722 ROUTH ST., SUITE 122  
DALLAS, TEXAS 75201  
CONTACT: DAVID TRUONG  
PHONE: (972) 788-1010





01 OVERALL EAST ELEVATION



02 OVERALL NORTH ELEVATION



03 NORTHEAST CORNER ELEVATION



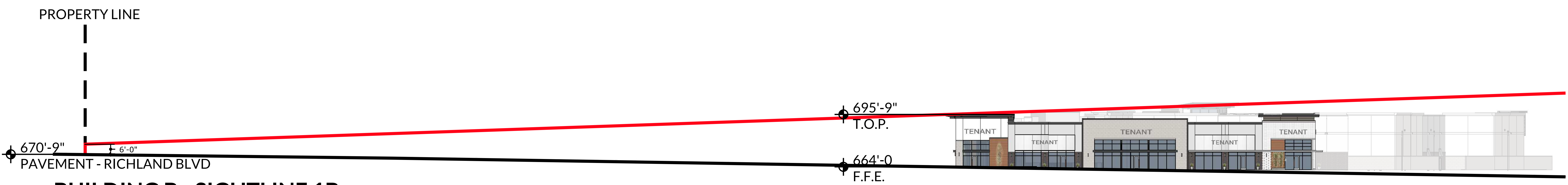
04 EAST CLOSE UP ELEVATION



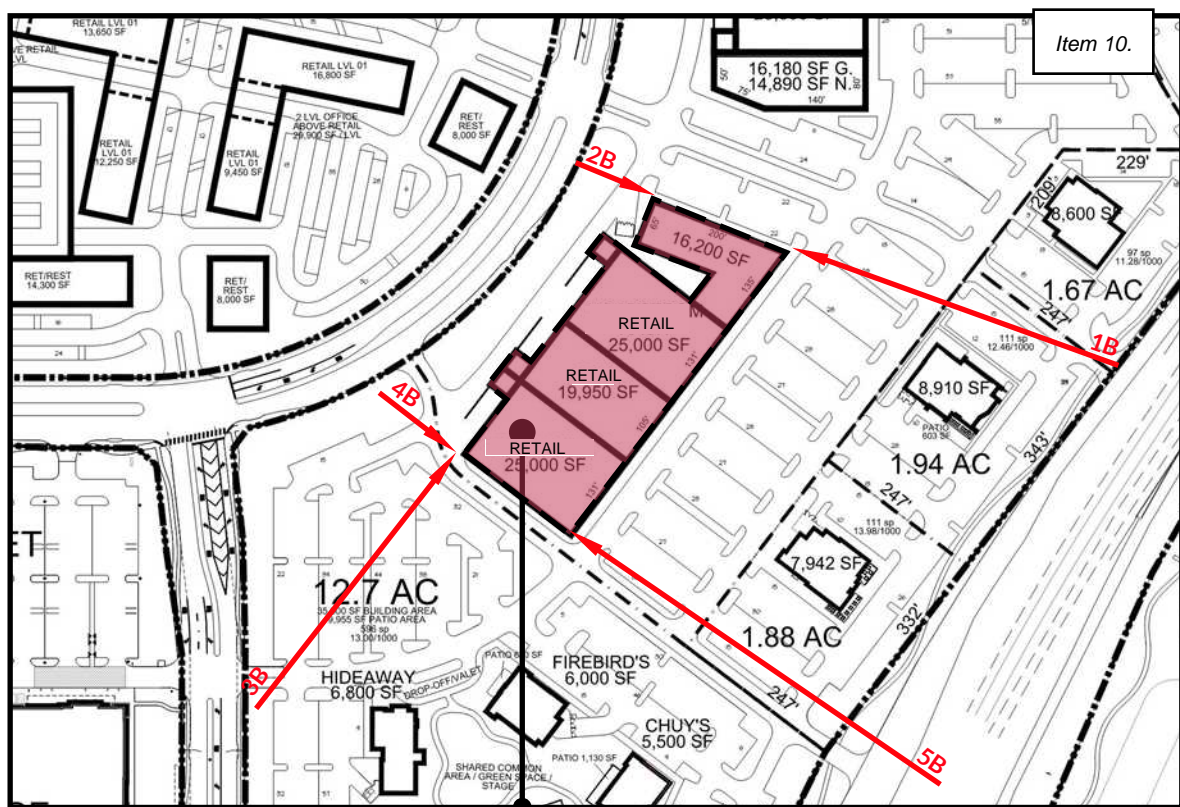
05 SOUTHEAST CORNER ELEVATION

## GATES OF PROSPER PHASE III

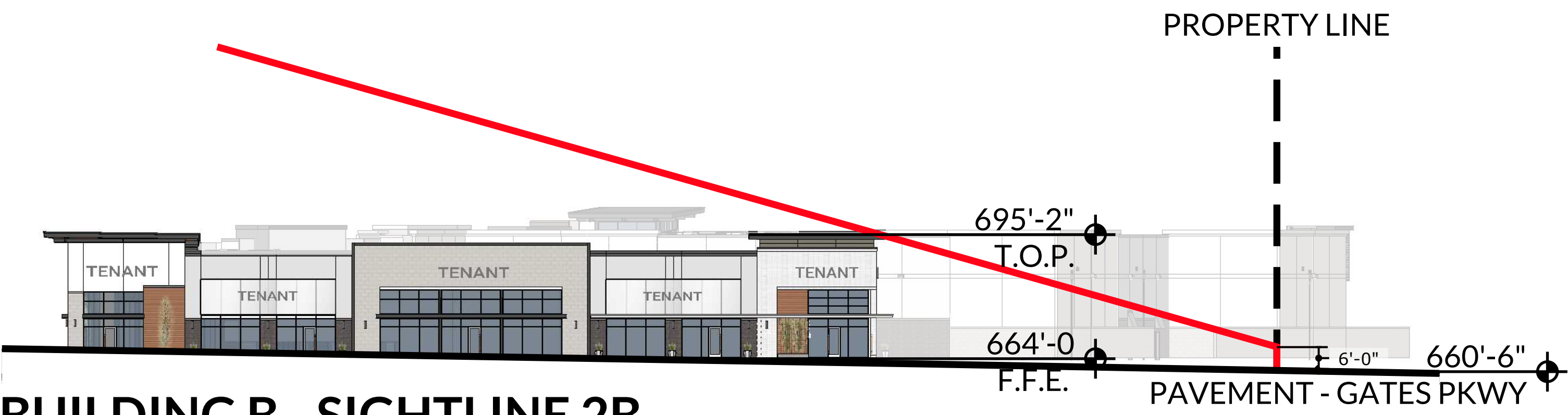




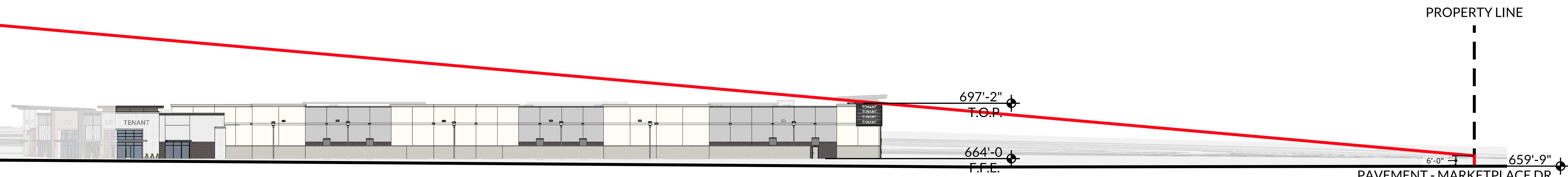
BUILDING B - SIGHTLINE 1B



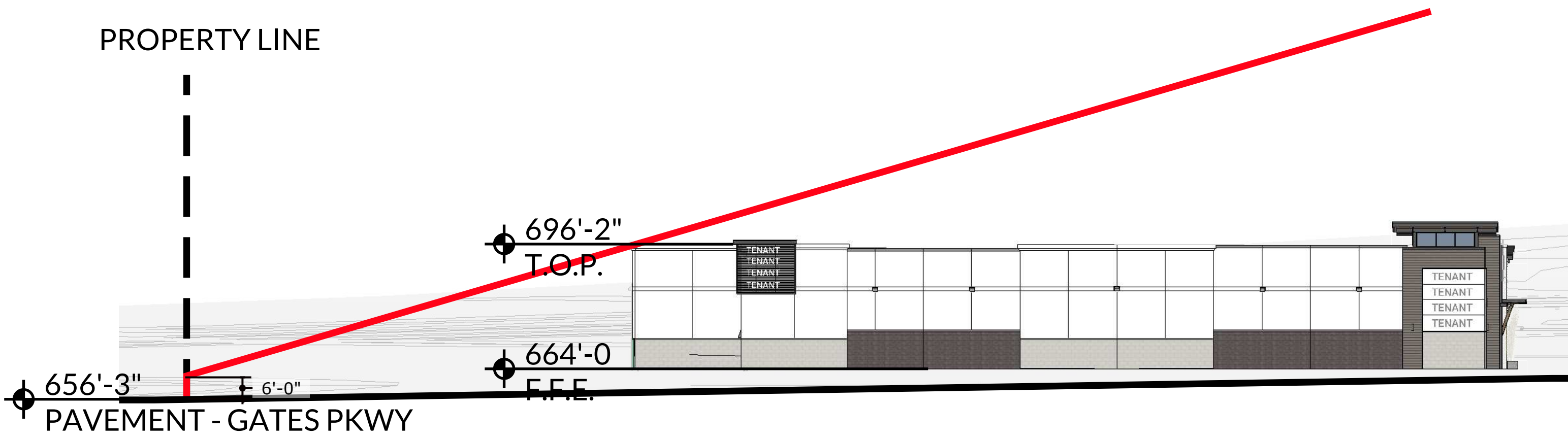
BLDG. B SITE PLAN



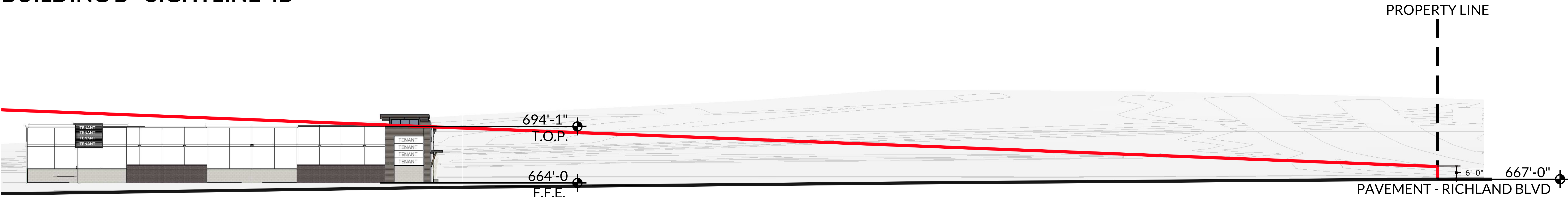
BUILDING B - SIGHTLINE 2B



BUILDING B - SIGHTLINE 3B



BUILDING B - SIGHTLINE 4B



BUILDING B - SIGHTLINE 5B

GATES OF PROSPER PHASE III



STONE



1 MANUFACTURED SMOOTH LIMESTONE

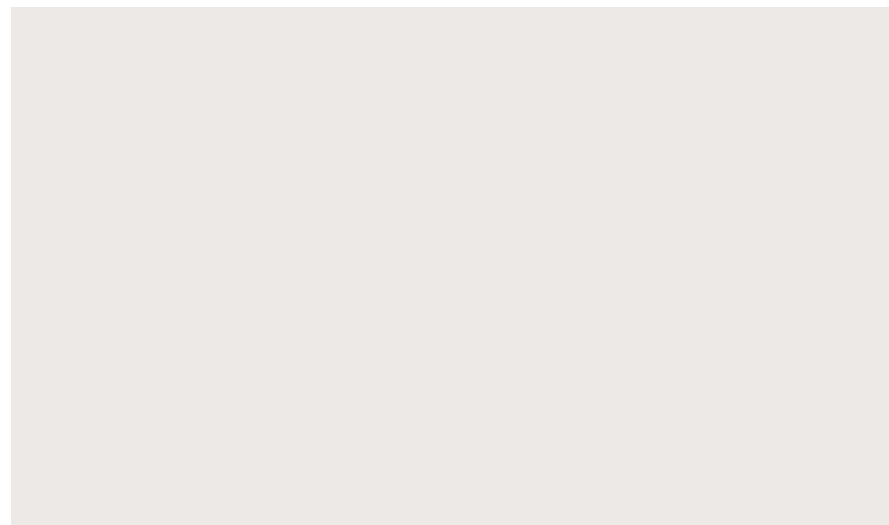


2 MANUFACTURED DARK STONE

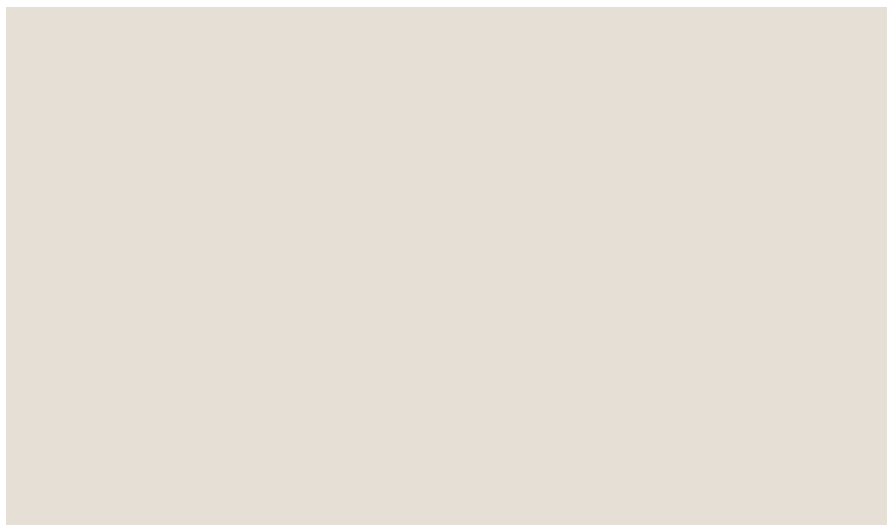
PAINT COLORS ON FACADE



3 SHERWIN WILLIAMS CITYSCAPE - SW 7067



4 SHERWIN WILLIAMS SNOWBOUND - SW 7004



5 SHERWIN WILLIAMS SHOJI WHITE - SW 7042

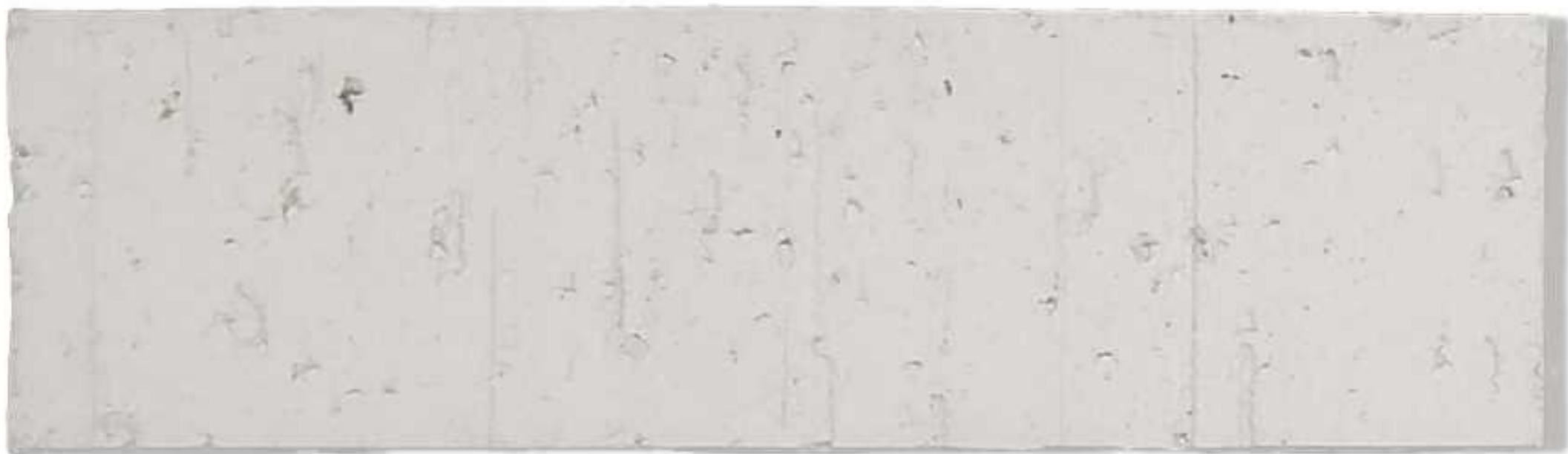


6 SHERWIN WILLIAMS ANONYMOUS - SW 7046



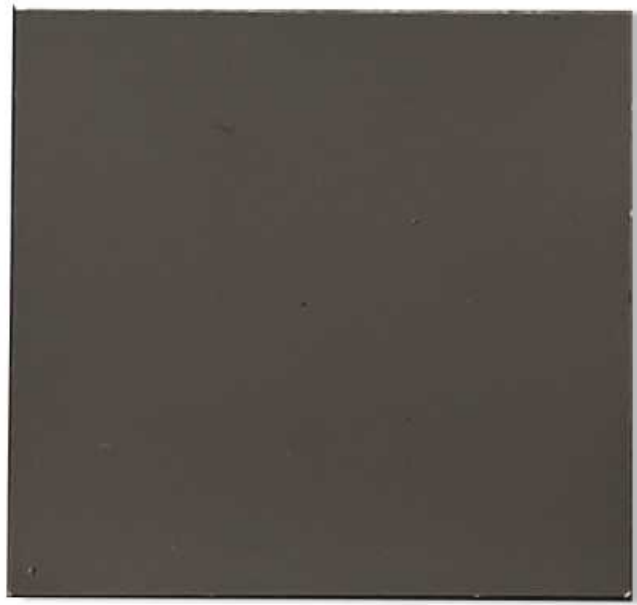
7 SHERWIN WILLIAMS GRAY MATTERS - SW 7066

BRICK



8 BRICK (PAINTED)

METAL



9A METAL CANOPY PAINTED: SHERWIN WILLIAMS IRON ORE - SW 7069



9B METAL COPING BERRIDGE - CHARCOAL

SIDING



10A WOOD LIKE CEMENTITIOUS BOARD



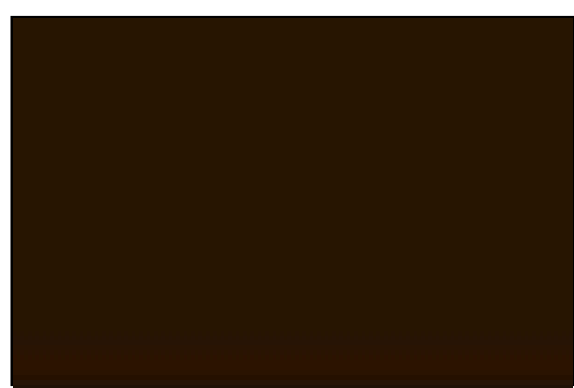
10B WOOD LIKE CEMENTITIOUS BOARD

GLAZING



11 VITRO GLAZING Solarban® 70 (2) Atlantica® + Clear  
VISIBLE LIGHT REFLECTANCE:  
EXTERIOR: 10%  
INTERIOR: 13%

STOREFRONT SYSTEM



DARK BRONZE

GATES OF PROSPER PHASE III

FACADE PLAN

GATES OF PROSPER, PHASE 03  
BLOCK B, LOT 2  
DEVAPP-23-0165  
BEING 15.77 ACRES OUT OF THE  
BEN RENNISON SURVEY AVSTRACT NO.755  
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COLLIN COUNTY SCHOOL LAND NO.SURVEY  
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TOWN OF PROSPER, COLLIN COUNTY, TEXAS  
SUBMITTED:

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FRISCO, TEXAS 75034  
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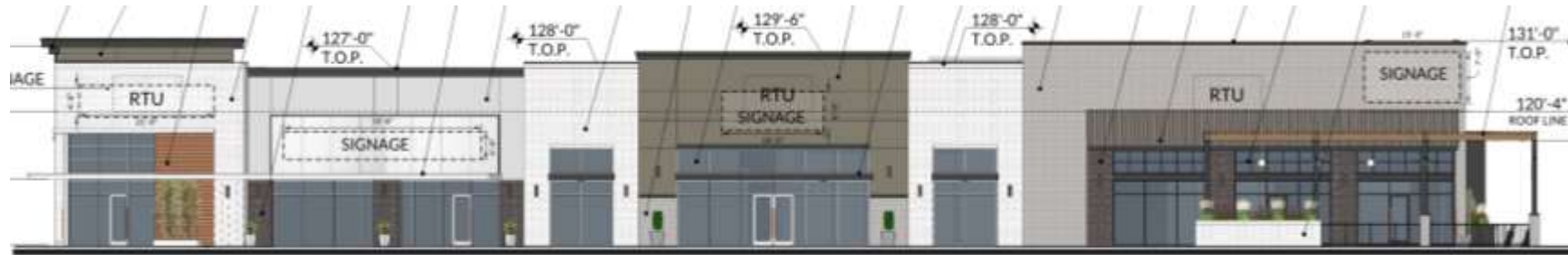
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ARCHITECT:  
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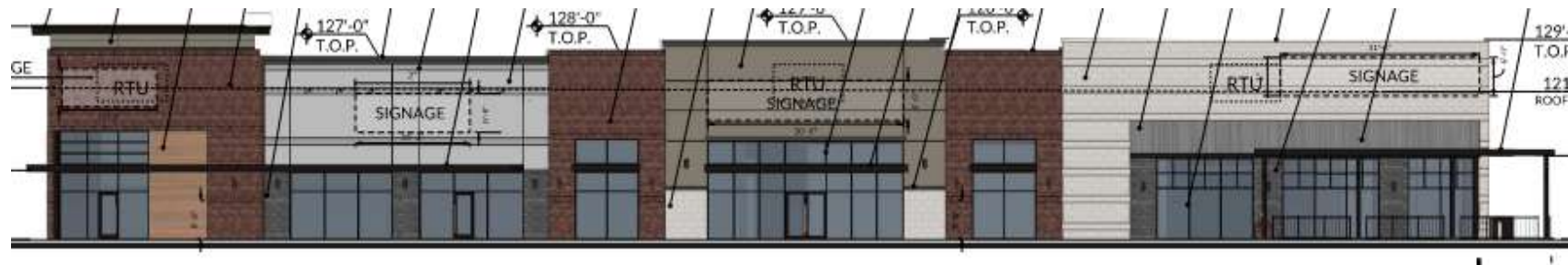


## Examples of the changes in the Elevations:

### Building A (South Elevation) – Previously Approved



### Building A (South Elevation) – Revised





Building A (East Elevation) – Previously Approved

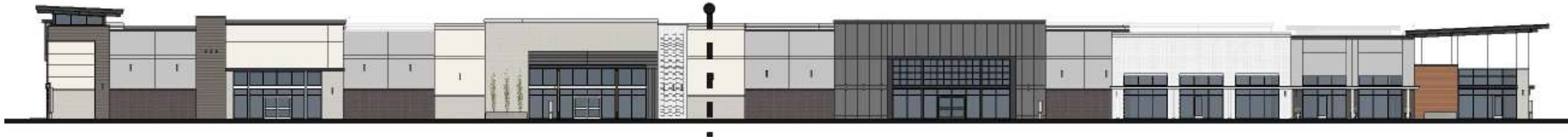


Building A (East Elevation) – Revised

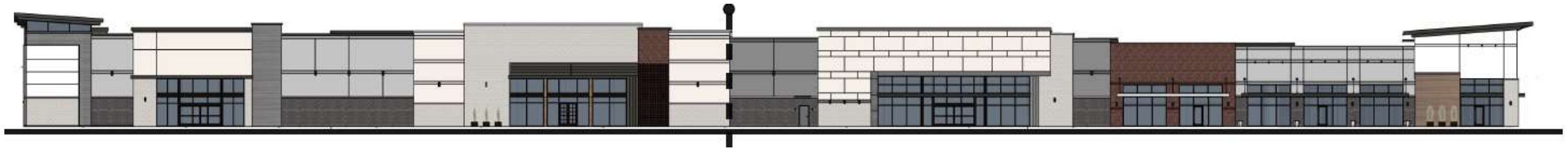




Building B (East Elevation) – Previously Approved

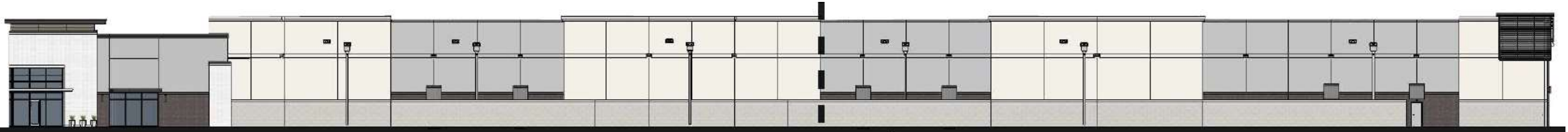


Building B (East Elevation) – Revised

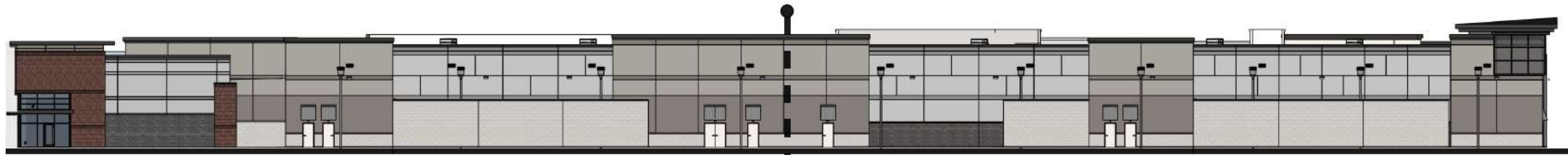




Building B (West Elevation) – Previously Approved



Building B (West Elevation) – Revised







## PLANNING

**To:** Mayor and Town Council

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

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

**Re:** Notice of Appeals

**Town Council Meeting – May 27, 2025**

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

**Agenda Item:**

Consider and act upon whether to direct staff to submit a written notice of appeals on behalf of the Town Council to the Development Services Department, pursuant to Chapter 4, Section 1.5(C)(7) and 1.6(B)(7) of the Town's Zoning Ordinance, regarding action taken by the Planning & Zoning Commission on Preliminary Site Plans and Site Plans.

**Description of Agenda Item:**

Attached are the Preliminary Site Plans and Site Plans that were acted on by the Planning & Zoning Commission on May 20, 2025. Per the Zoning Ordinance, the Town Council can direct staff to submit a written notice of appeal on behalf of the Town Council to the Development Services Department for any Preliminary Site Plans and Site Plans acted on by the Planning & Zoning Commission.

**Budget Impact:**

There is no budgetary impact affiliated with this item.

**Attached Documents:**

1. DEVAPP-25-0019 – Prosper ISD Lakewood Campus, Block A, Lot 1 (Approved 6-0)
  - a. Condition of Approval #1: Relocation of storage tank and pump house, subject to approval by the Director of Development Services.
  - b. Condition of Approval #2: In accordance with the Preliminary Site Plan (DEVAPP-24-0129) condition of approval, a Traffic Impact Analysis for the overall development shall be approved prior to the release of construction for Richland Boulevard.

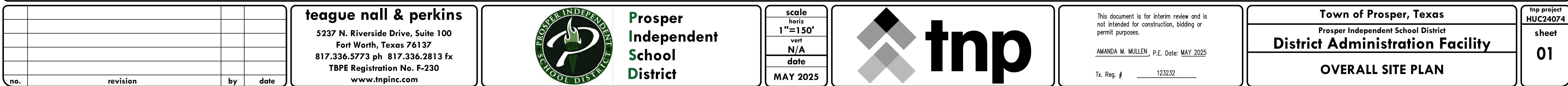
**Town Staff Recommendation:**

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

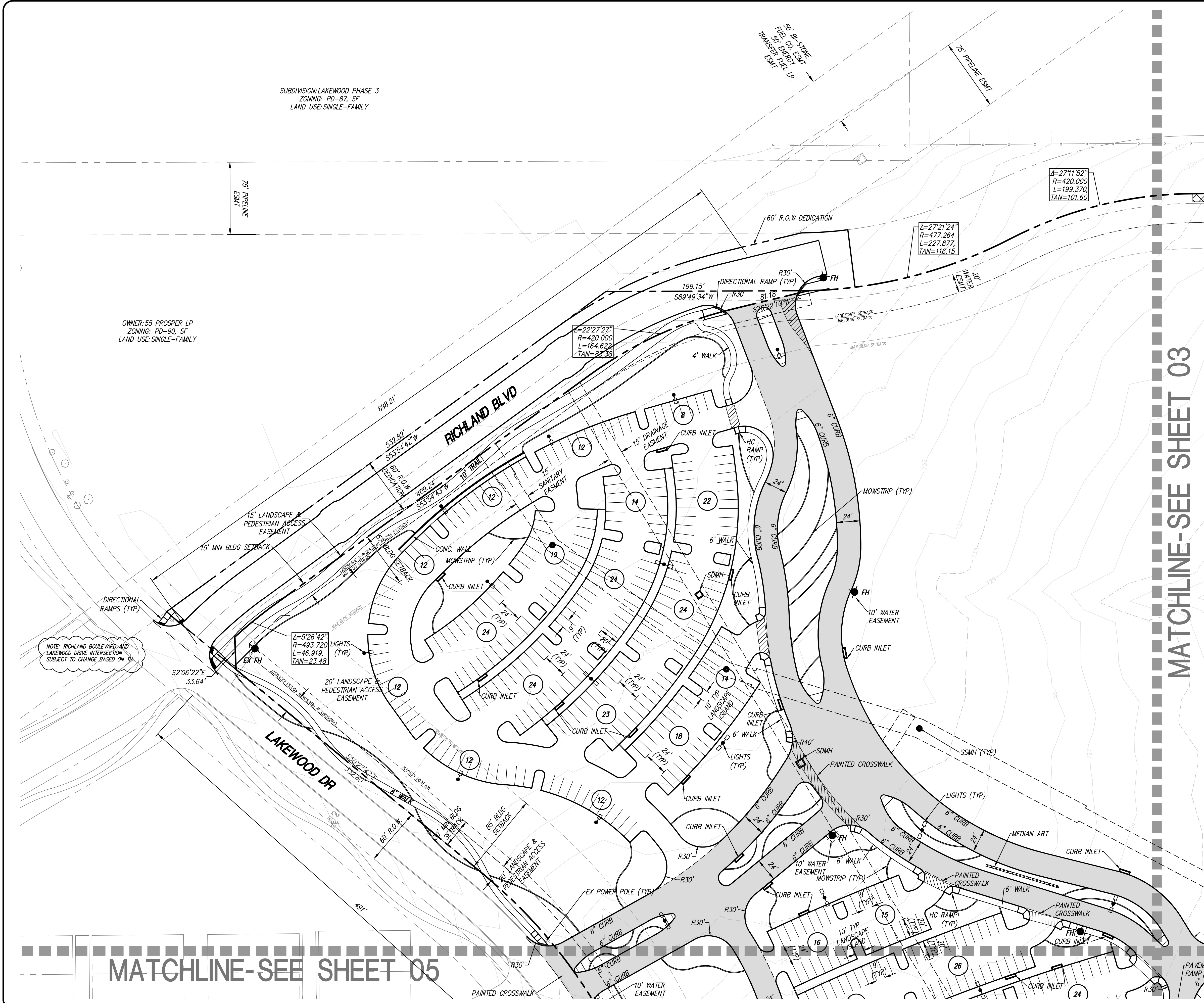
**Proposed Motion:**

N/A









**SITE PLAN NOTES**

ANY REVISION TO THIS PLAN WILL REQUIRE TOWN APPROVAL AND WILL REQUIRE REVISIONS TO ANY CORRESPONDING PLANS TO AVOID CONFLICTS BETWEEN PLANS.

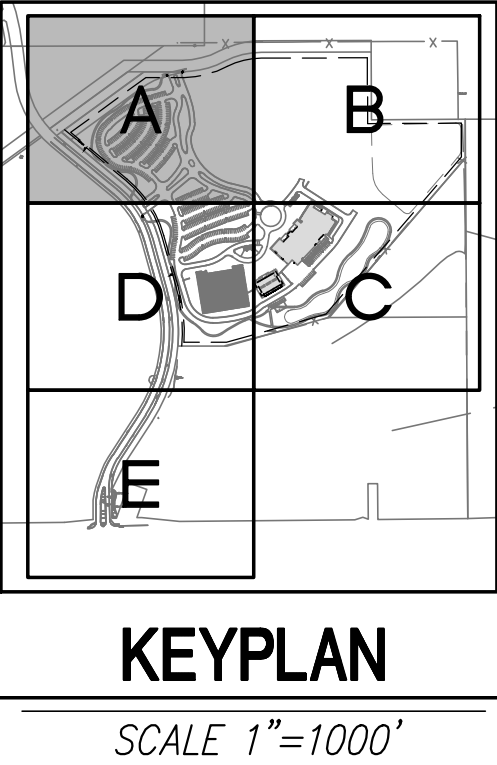
- ALL DEVELOPMENT STANDARDS SHALL FOLLOW TOWN STANDARDS.
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GRAPHIC SCALE  
0 25 50 100  
GRAPHIC SCALE: 1" = 50'

LOCATION MAP

**LEGEND**

- PROPOSED FIRE LANE DRAINAGE & UTILITY EASEMENT
- PROPOSED FLATWORK
- PROPOSED FIRE HYDRANT
- PARKING COUNT



no.	revision	by	date

**teague nall & perkins**

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www.tnpinc.com

**Prosper Independent School District**

scale  
horiz  
1"=50'  
vert  
N/A  
date  
MAY 2025

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Tx. Reg. # 123232

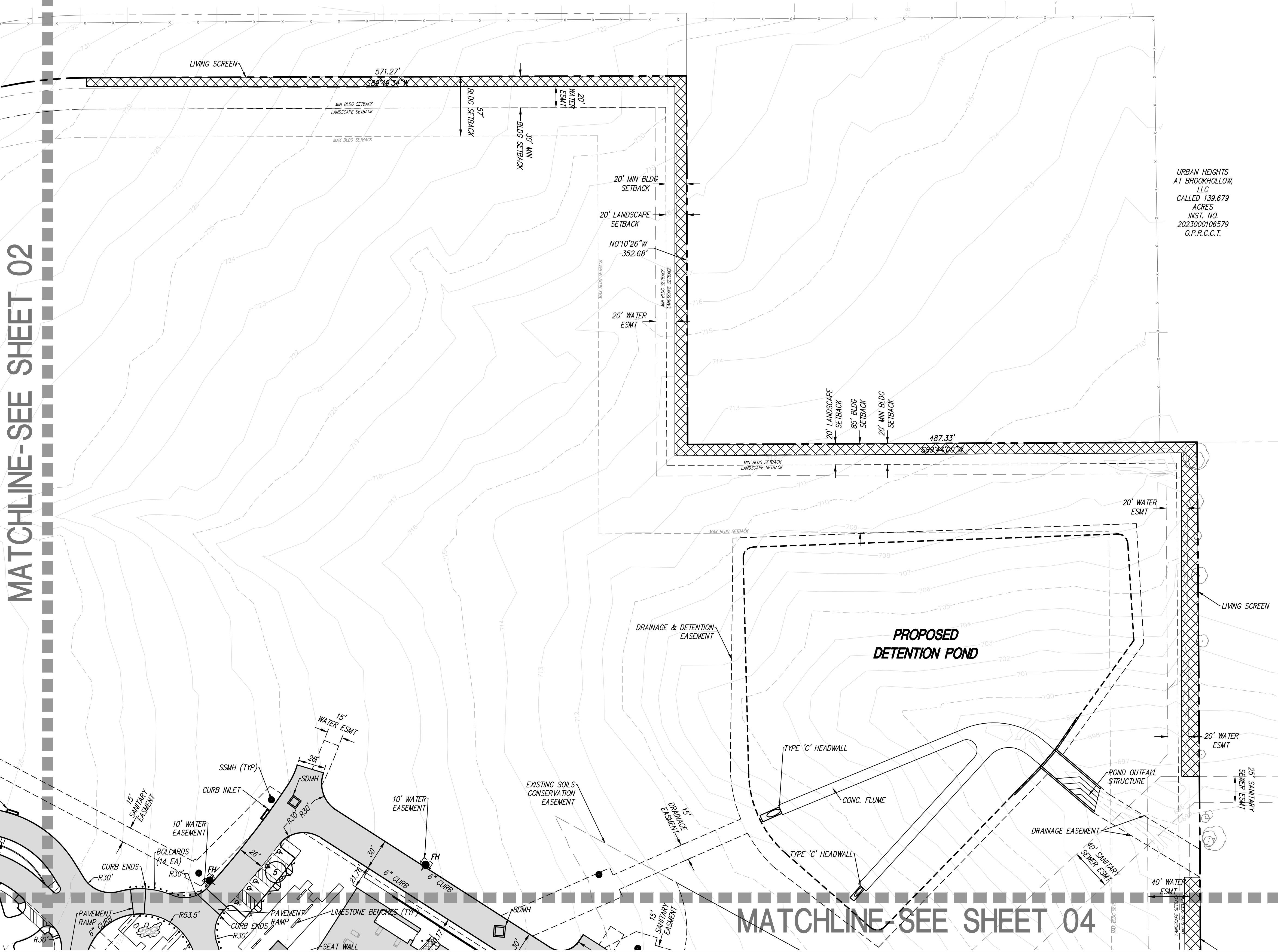
**Town of Prosper, Texas**  
Prosper Independent School District  
**District Administration Facility**  
SITE PLAN - (1 OF 5)

tnp project  
HUC24074  
sheet  
**02**



MATCHLINE-SEE SHEET 02

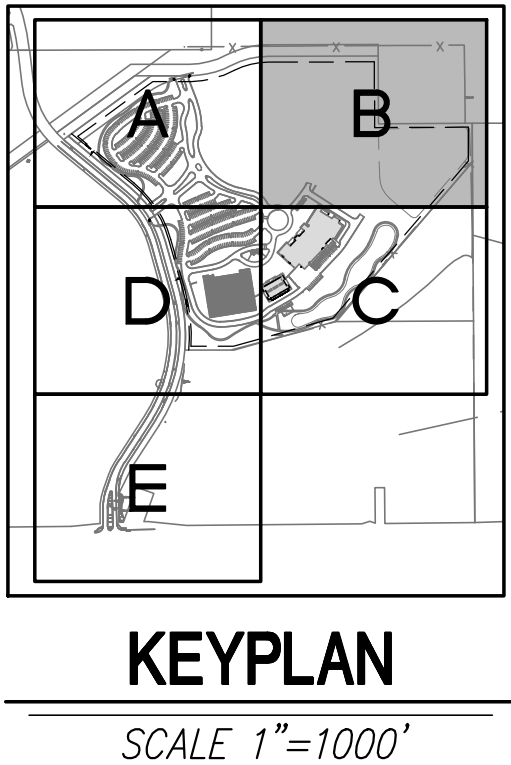
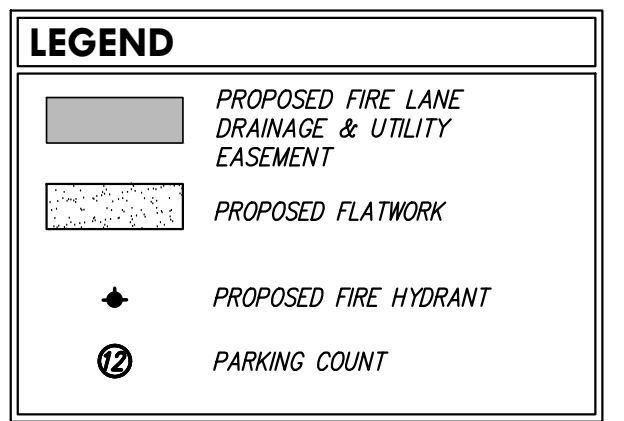
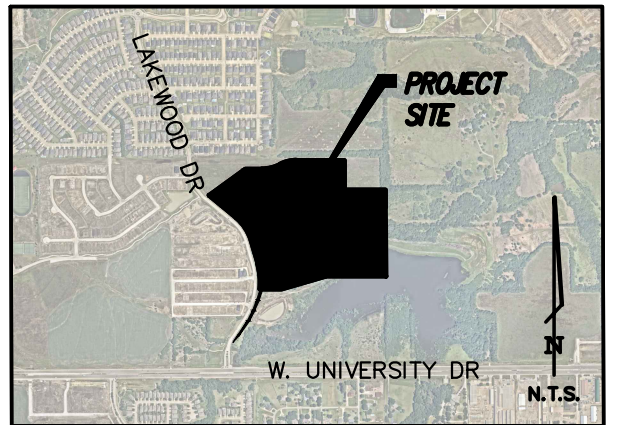
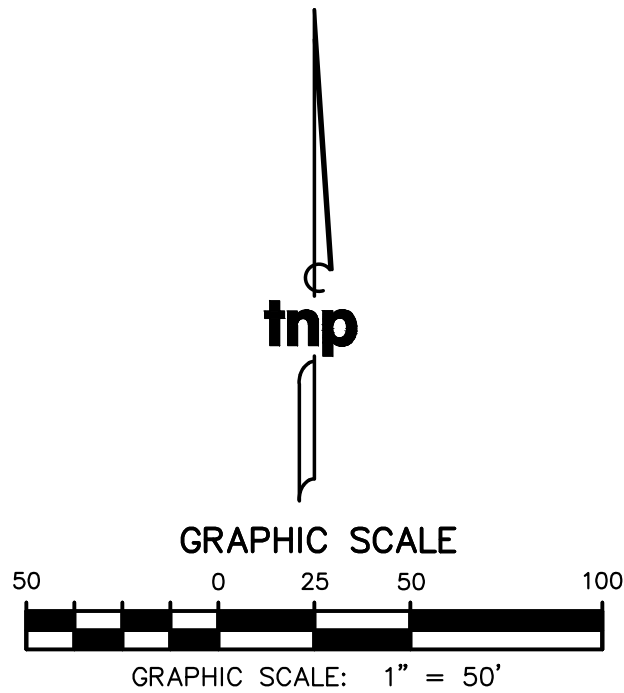
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ISAAC C. WILLIAMSON SURVEY ABSTRACT NO. 948



MATCHLINE-SEE SHEET 04

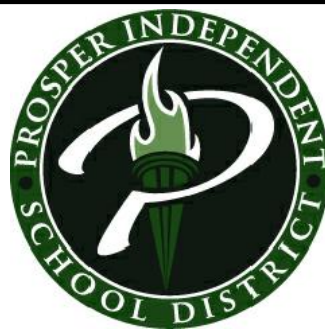
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URBAN HEIGHTS  
AT BROOKHOLLOW,  
LLC  
CALLED 139.679  
ACRES  
INST. NO.  
2023000106579  
O.P.R.C.C.T.



no.	revision	by	date

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**Prosper  
Independent  
School  
District**

scale  
horiz  
1"=50'  
vert  
N/A  
date  
MAY 2025

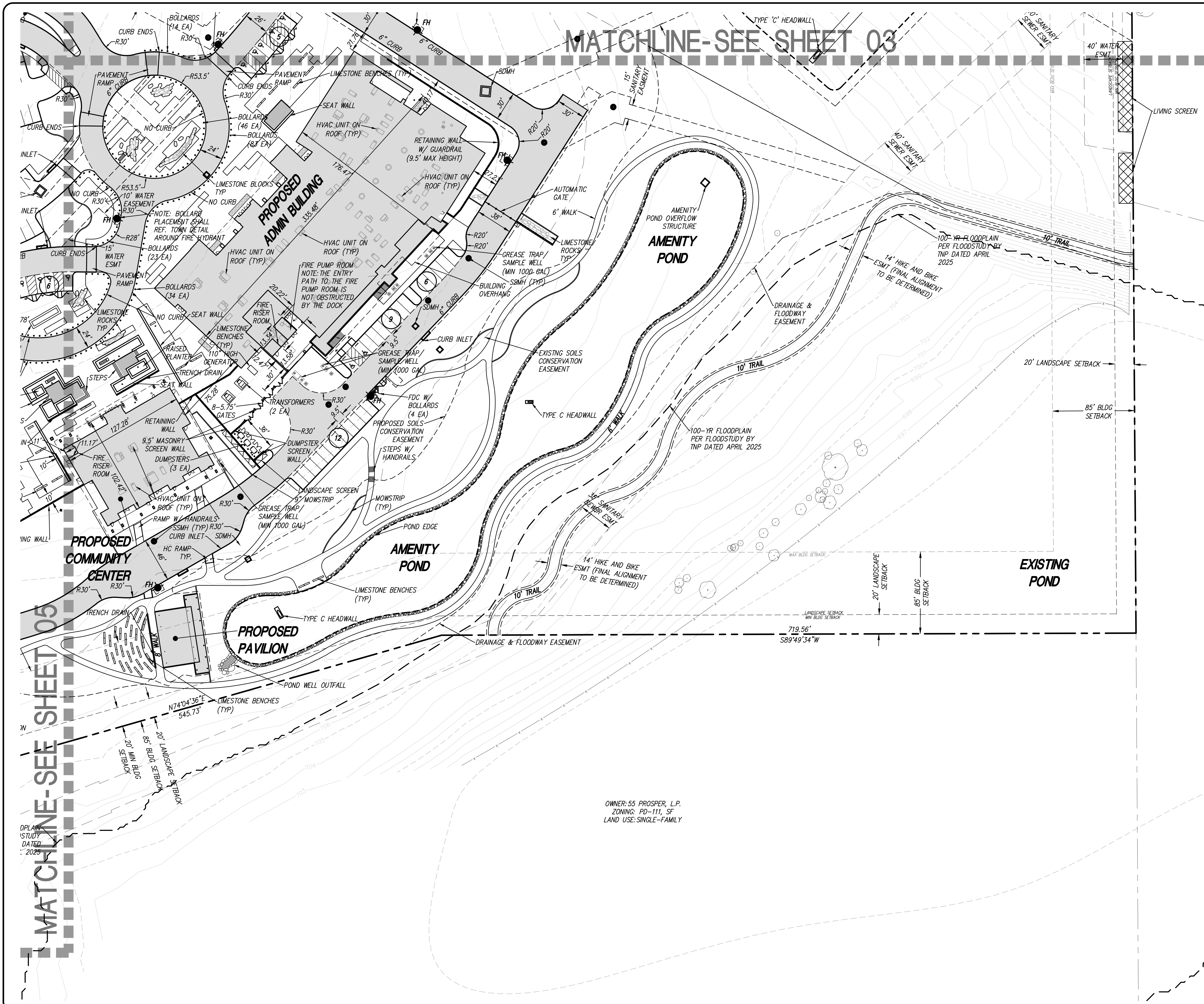


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**Town of Prosper, Texas**  
Prosper Independent School District  
**District Administration Facility**  
SITE PLAN - (2 OF 5)

tnp project  
HUC24074  
sheet  
03





**SITE PLAN NOTES**

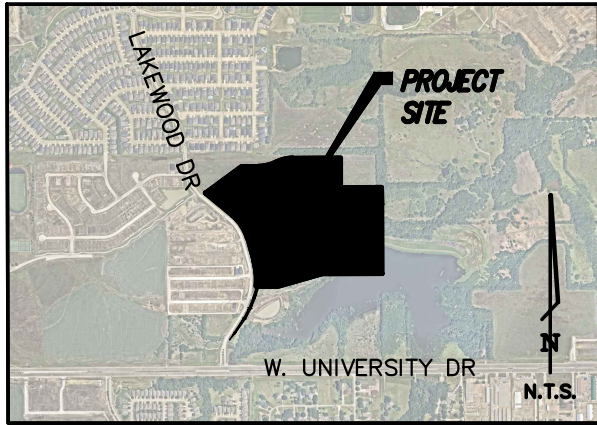
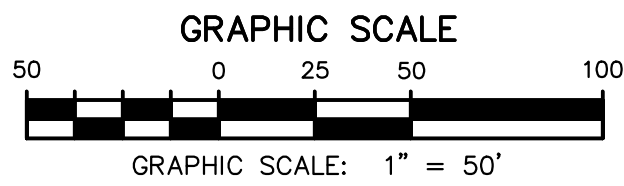
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**NOTE: BOLLARDS ALONG FIRE LANE WHERE NO CURB IS PROVIDED SHALL BE SPACED 6' O.C. MAX.**

**NOTE:**

HIKE AND BIKE TRAIL FINAL ALIGNMENT TO BE DETERMINED THROUGH ADDITIONAL COORDINATION WITH TOWN.

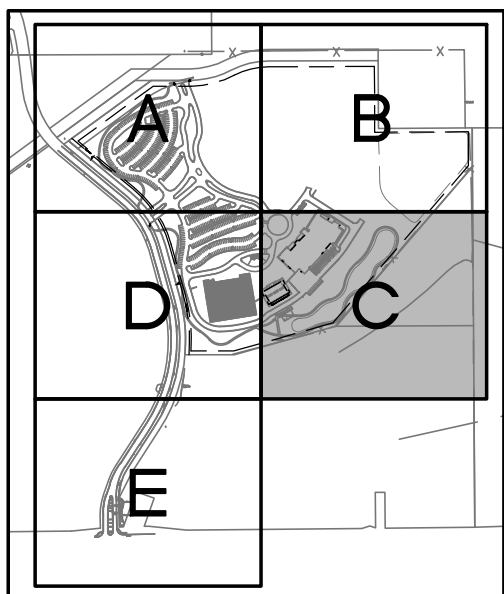
tnp



**LOCATION MAP**

**LEGEND**

- PROPOSED FIRE LANE DRAINAGE & UTILITY EASEMENT
- PROPOSED FLATWORK
- PROPOSED FIRE HYDRANT
- PARKING COUNT



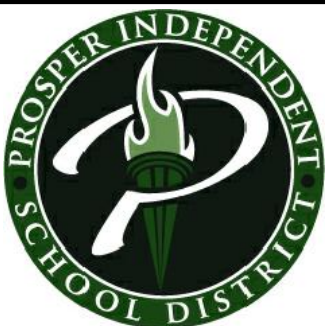
**KEYPLAN**

SCALE 1"=1000'

no.	revision	by	date

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**Prosper  
Independent  
School  
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scale  
horiz  
1"=50'  
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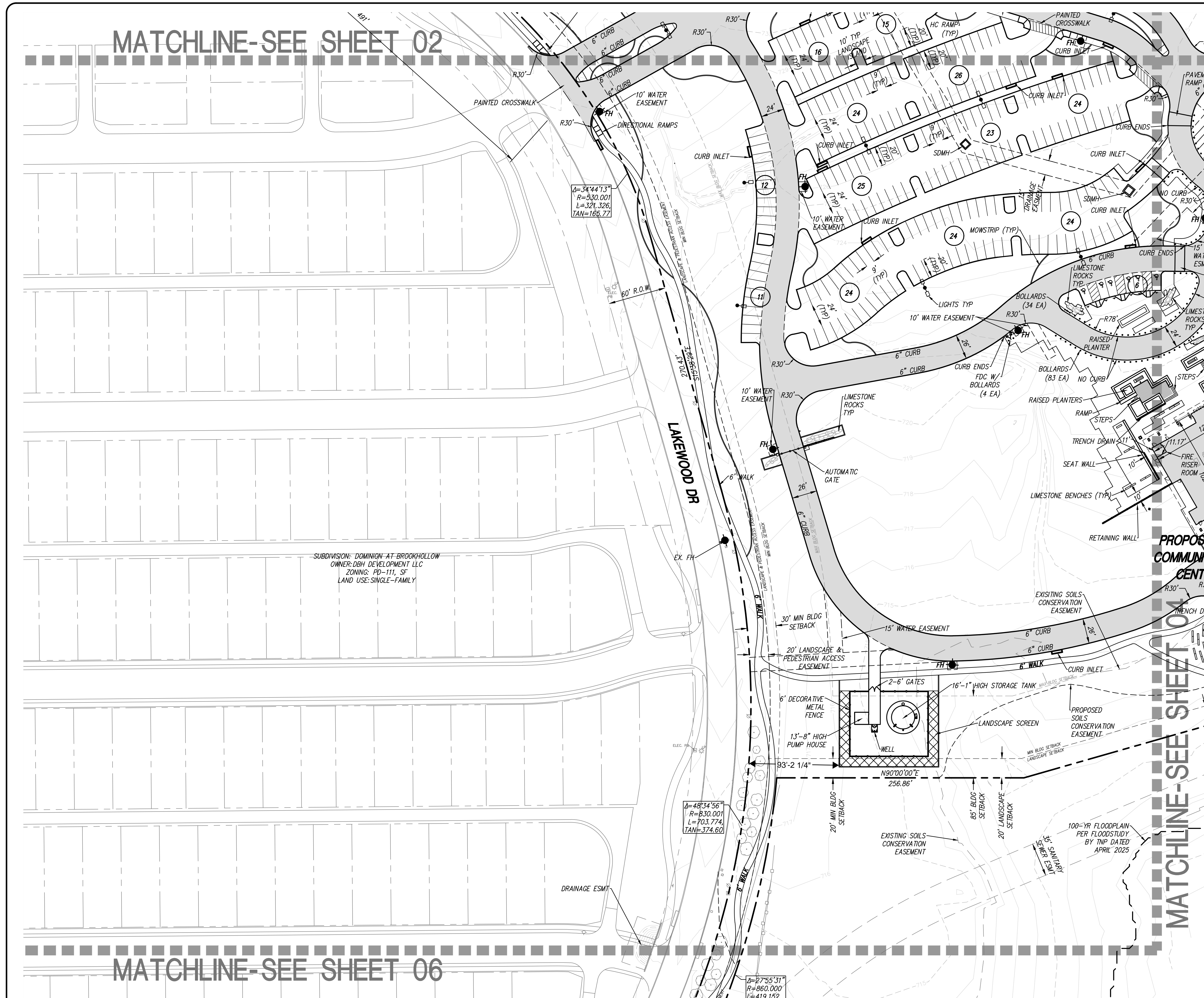
**Town of Prosper, Texas**

Prosper Independent School District  
**District Administration Facility**

**SITE PLAN - (3 OF 5)**

tnp project  
HUC24074  
sheet  
**04**



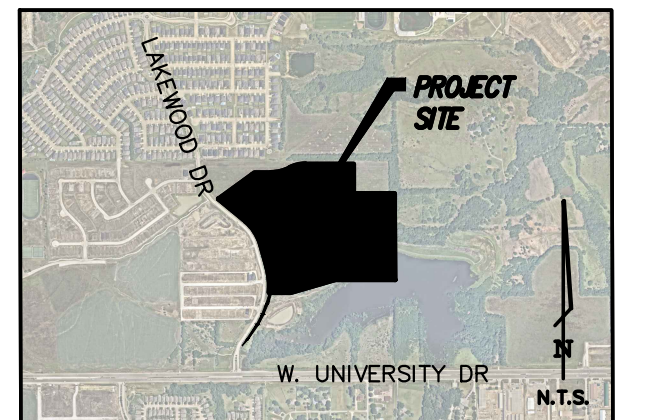
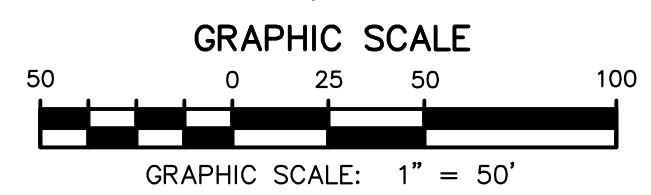


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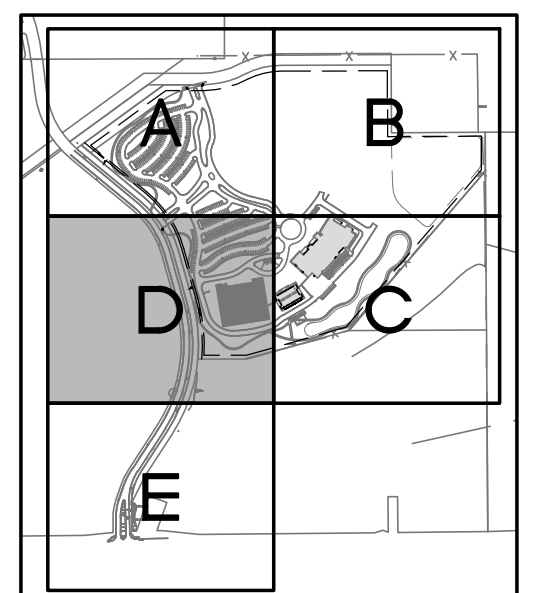
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tnp



### LEGEND

- PROPOSED FIRE LANE DRAINAGE & UTILITY EASEMENT
- PROPOSED FLATWORK
- PROPOSED FIRE HYDRANT
- 12 PARKING COUNT



### KEYPLAN

SCALE 1"=100'

no.	revision	by	date

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**Prosper  
Independent  
School  
District**

scale  
horiz  
1"=50'  
vert  
N/A  
date  
MAY 2025



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### Town of Prosper, Texas

Prosper Independent School District  
**District Administration Facility**

**SITE PLAN - (4 OF 5)**

tnp project  
HUC24074  
sheet  
**05**

PROSPER, TX

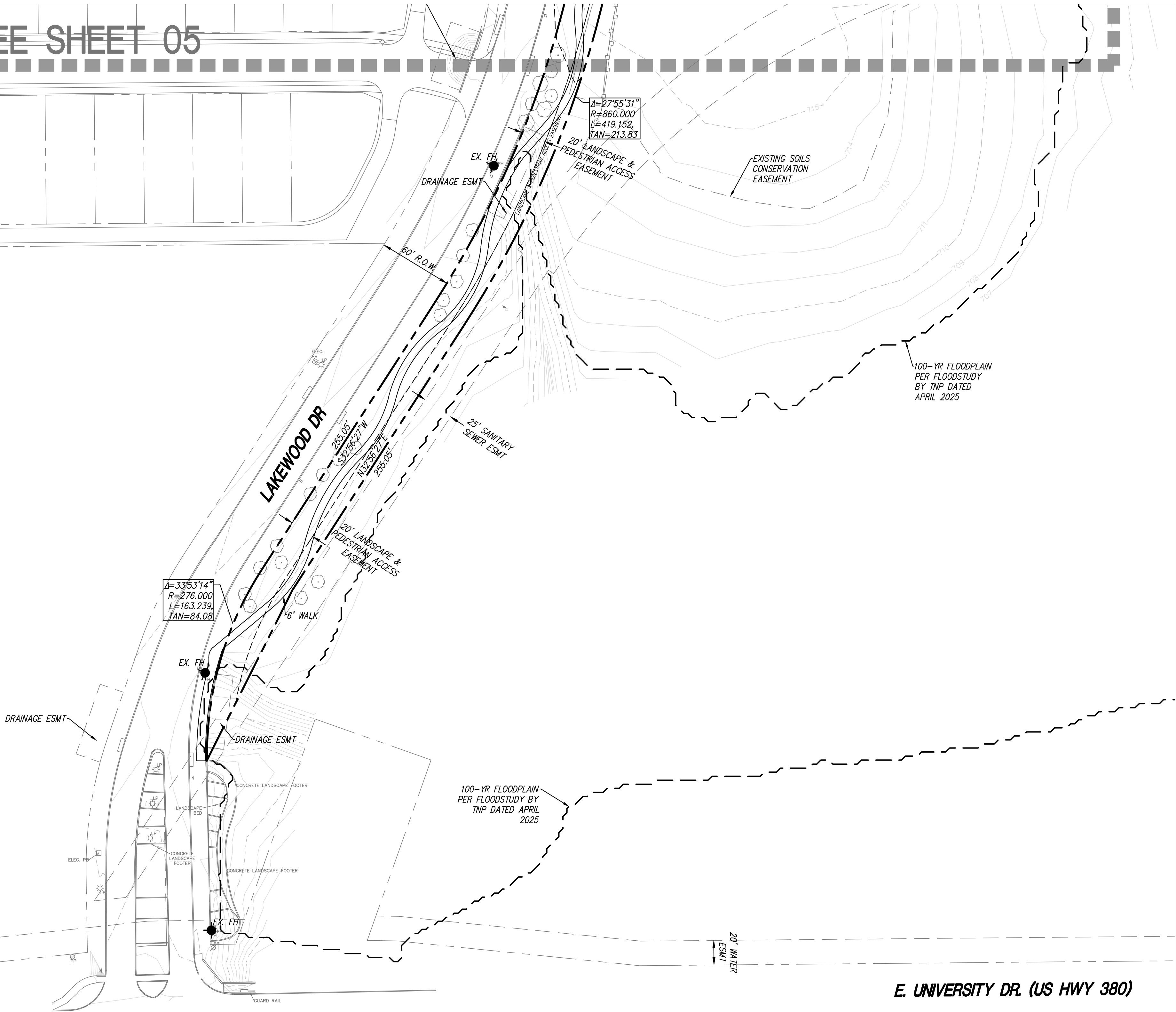
DISTRICT ADMINISTRATION FACILITY

tnp Project HUC24074



MATCHLINE-SEE SHEET 05

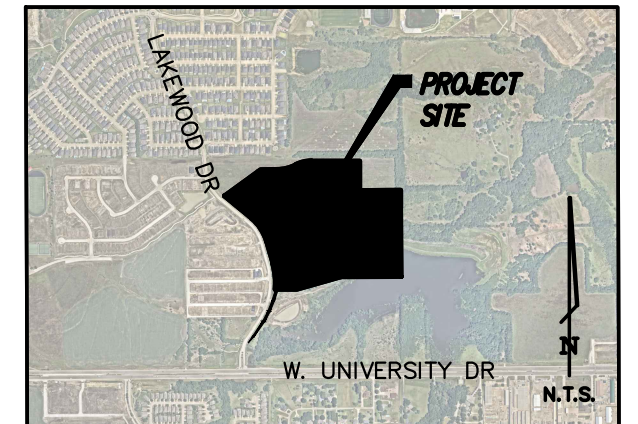
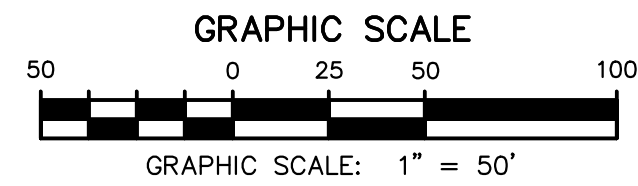
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ZONING: PD-111, SF  
LAND USE: SINGLE-FAMILY



SITE PLAN NOTES

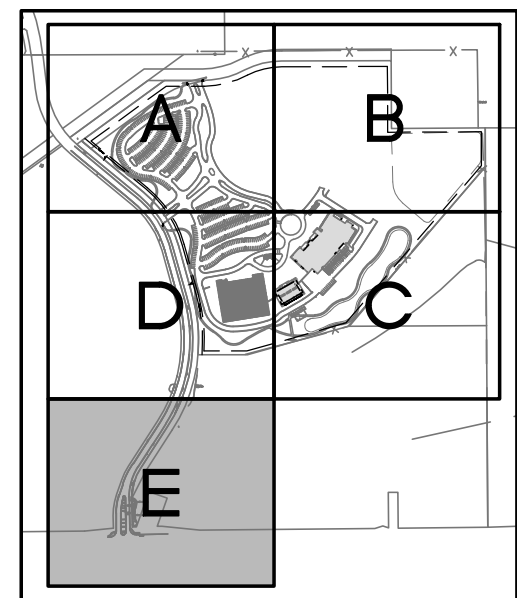
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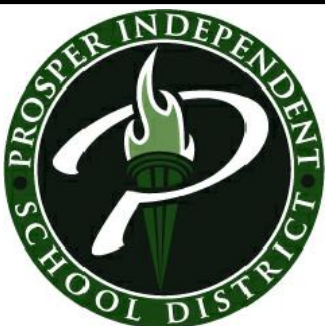
LEGEND

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- PARKING COUNT



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**Prosper Independent School District**

scale  
horiz  
1"=50'  
vert  
N/A  
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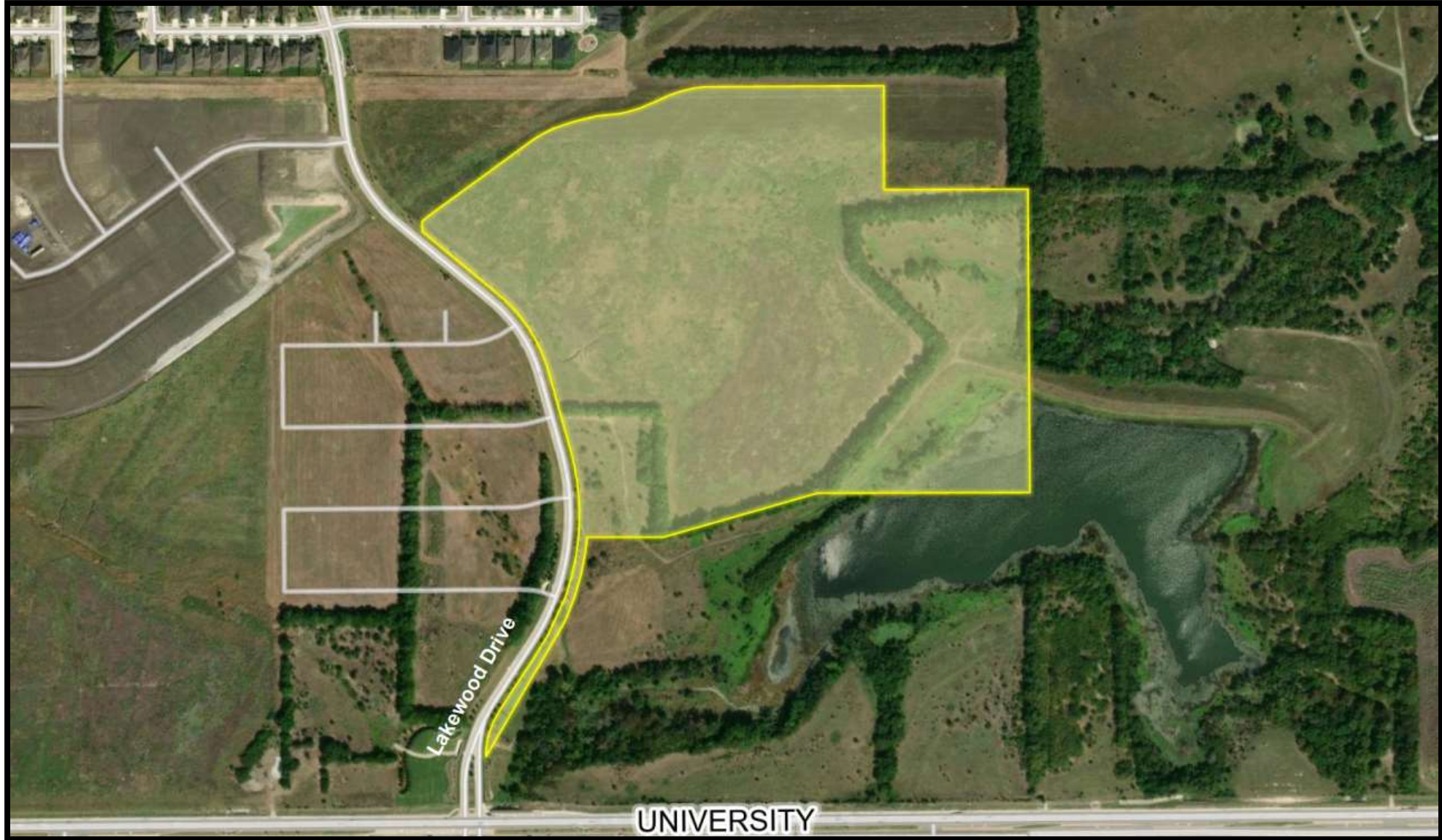
**Town of Prosper, Texas**  
Prosper Independent School District  
**District Administration Facility**  
**SITE PLAN - (5 OF 5)**

tnp project  
HUC24074  
sheet  
**06**



Prosper ISD  
Lakewood Campus,  
Block A, Lot 1  
(DEVAPP-25-0019)











# Information

## Purpose:

- Construct the first phase of a campus consisting of three buildings totaling 149,293 square feet.
  - Administration Building
  - Community Center
  - Pavillion

## History:

- A Preliminary Site Plan was approved 3-1 by the Planning & Zoning Commission on March 18, 2025.
  - Concern regarding location of pump house and storage tank.



# Information

## Hike & Bike Trail:

- Hike & Bike Trail Master Plan indicates provision of a trail circling the pond.
  - Portion of trail to be constructed on southeast corner of property.
  - Alignment of the trail easement to be finalized during construction and reflected on final plat.

## Living Screen:

- Living screen shown on eastern property line adjacent to residential development.
  - Approved on Preliminary Site Plan (DEVAPP-24-0129)



# Information

## Major Creek Amenities:

- Hike & Bike Trail Master Plan indicates provision of a trail circling the pond.
  - Hike & Bike Trail (Adjacent to Creek)
  - Visibility Corridor (100' or More)
  - Similar Architectural Elements & Building Materials (All Four Sides)
  - Surface Area of Walls Facing Creek (25% Windows)







# Information

## Conditions of Approval:

- The Planning & Zoning Commission approved the item subject to the following conditions:
  - Relocation of storage tank and pump house, subject to approval by the Director of Development Services; and,
  - In accordance with the Preliminary Site Plan (DEVAPP-24-0129) condition of approval, a Traffic Impact Analysis for the overall development shall be approved prior to the release of construction for Richland Boulevard.









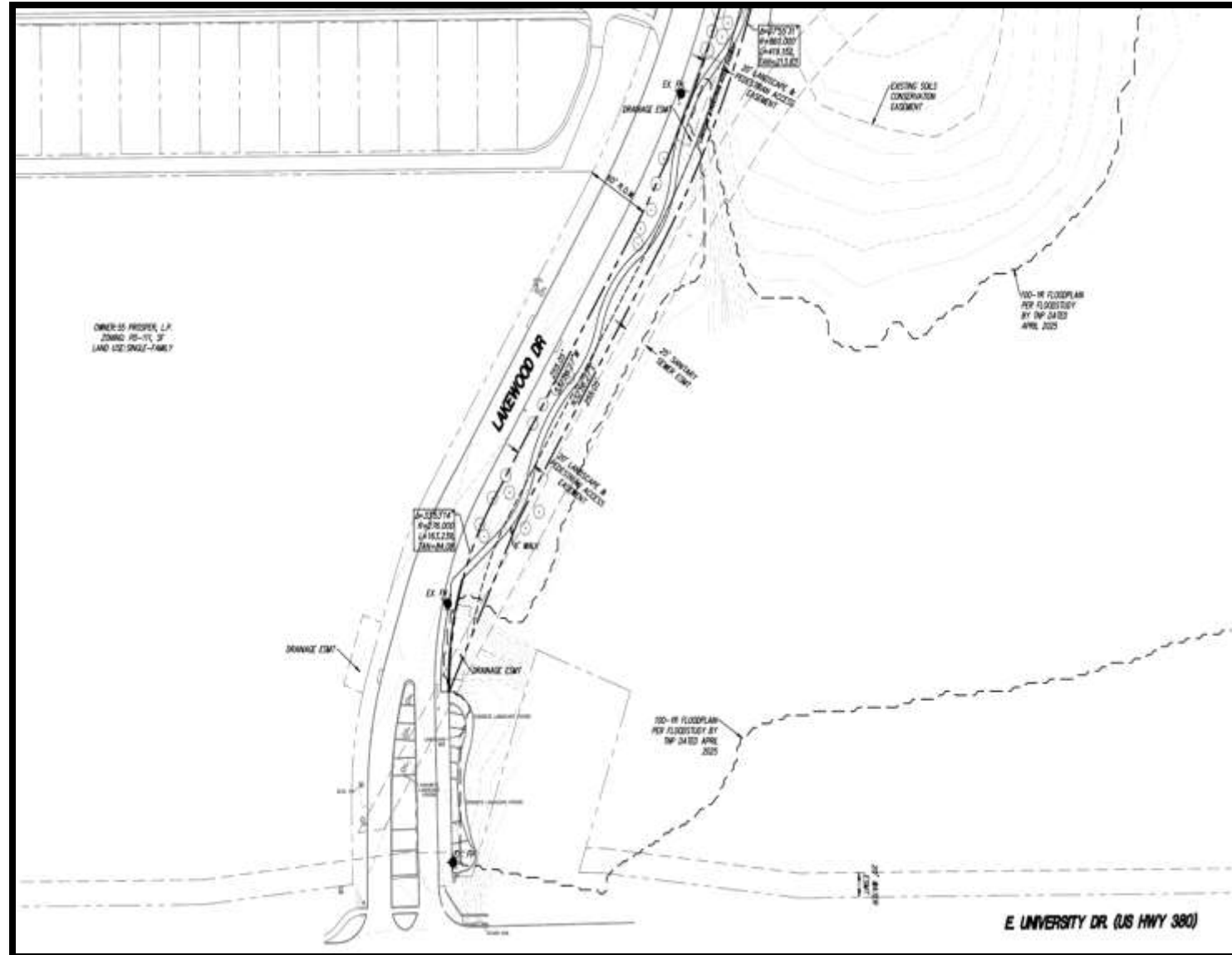




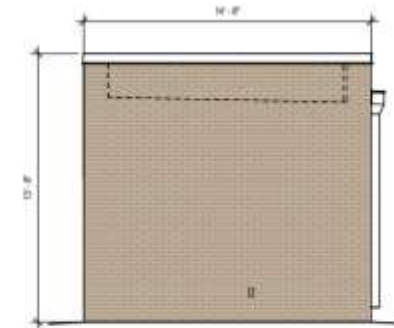
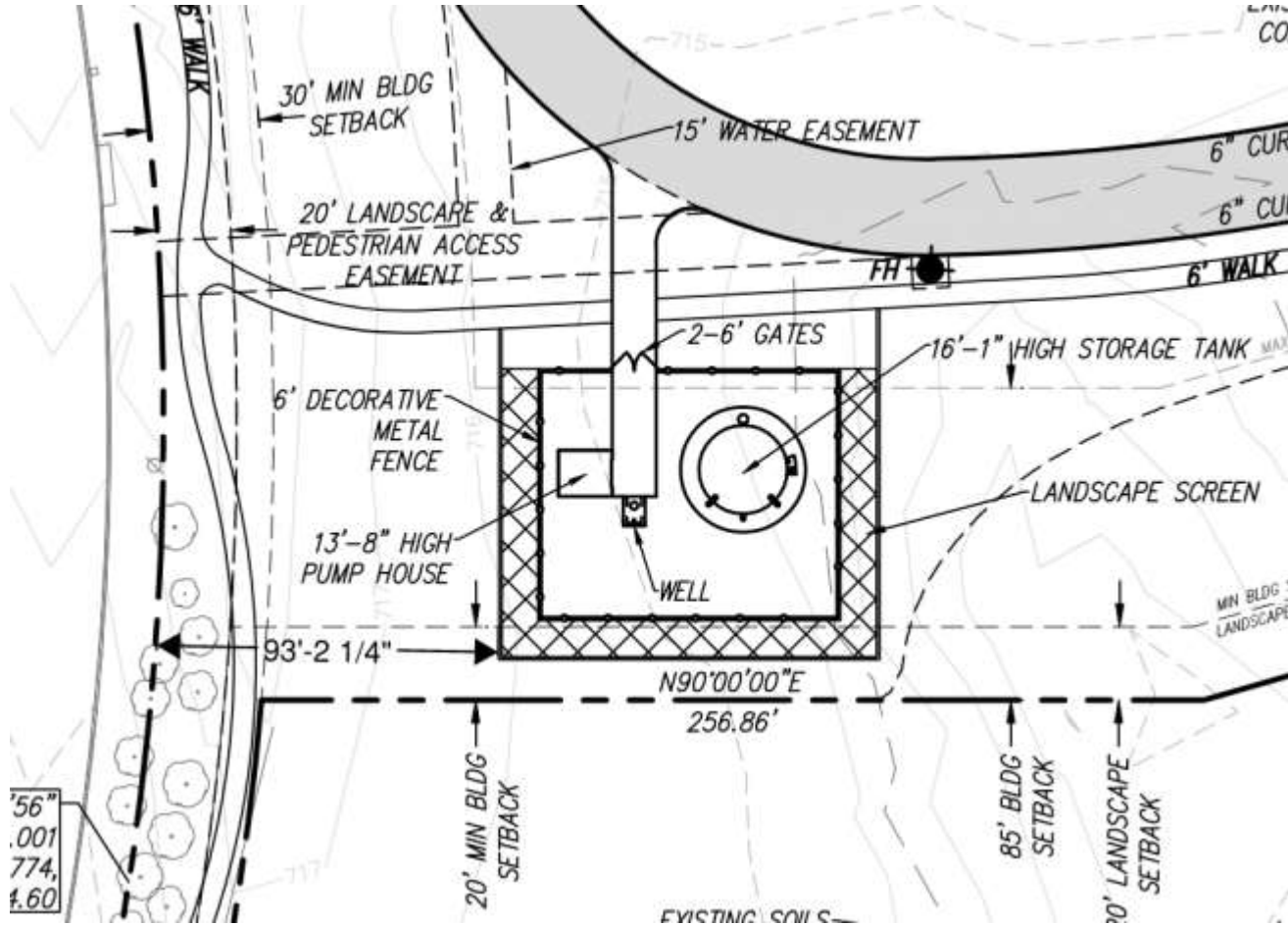




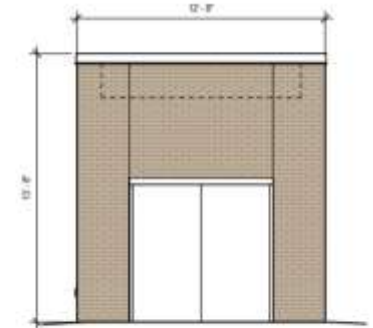




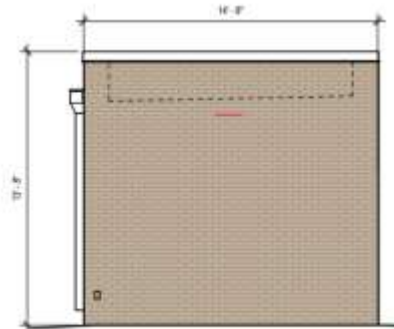




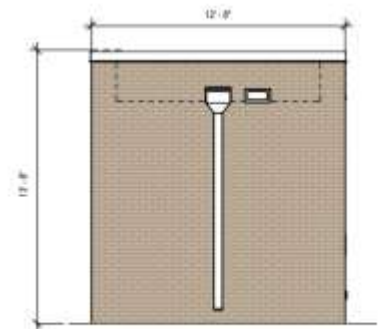
5 NORTH ELEVATION  
1/4" = 1'-0"



6 EAST ELEVATION  
1/4" = 1'-0"

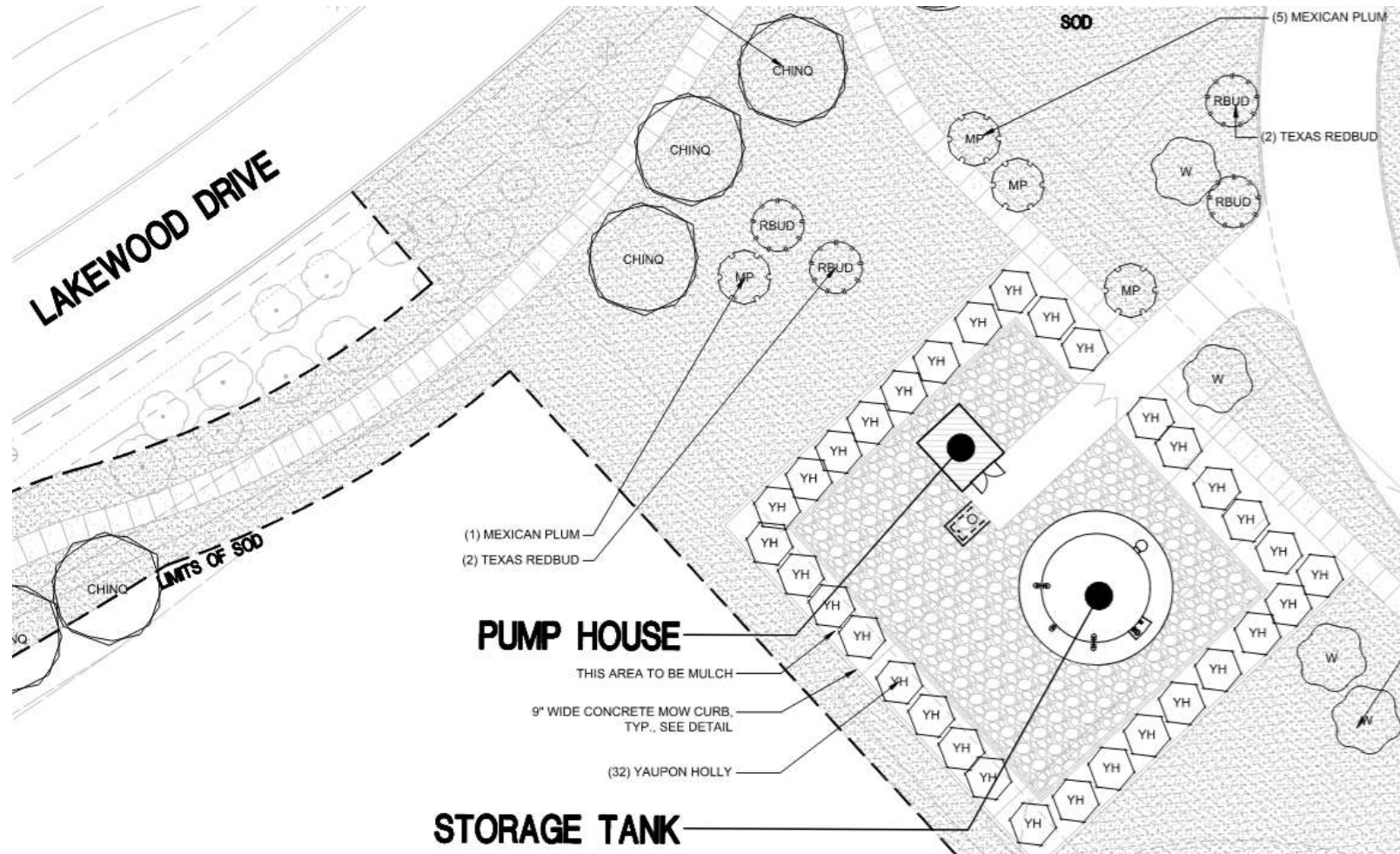


7 SOUTH ELEVATION  
1/4" = 1'-0"



8 WEST ELEVATION  
1/4" = 1'-0"









## PARKS AND RECREATION DEPARTMENT

**To:** Mayor and Town Council

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

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

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

**Town Council Meeting – May 27, 2025**

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

**Agenda Item:**

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

**Description of Agenda Item:**

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

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

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

**Budget Impact:**

Park Improvement Fees set forth in this Agreement:

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



Parkland Dedication Fees set forth in this Agreement:

Item 12.

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

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

**Legal Obligations and Review:**

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

**Attached Documents:**

1. Park Improvement Fee Agreement for Park Place Phase 1

**Town Staff Recommendation:**

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

**Proposed Motion:**

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



**After Recording Return to:**

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

**PARK IMPROVEMENT FEE AGREEMENT**  
 (PARK PLACE PHASE 1)

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

**W I T N E S S E T H:**

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

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

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

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

**2. Trail Improvements Reimbursement.**

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

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



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

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

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

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

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

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



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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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



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

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

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

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

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

**22. No Third Party Beneficiaries.** Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]



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

**TOWN:**

TOWN OF PROSPER, TEXAS

By: \_\_\_\_\_  
Mario Canizares, Town Manager

**STATE OF TEXAS**                   §  
   §  
**COUNTY OF COLLIN**           §

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

**GIVEN UNDER MY HAND AND SEAL OF OFFICE**, this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public in and for the State of Texas

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



**DEVELOPER:**

PPP DEV 100 LLC  
a Texas limited liability company

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

By: \_\_\_\_\_  
Vijay Borra, Manager

By: \_\_\_\_\_  
Ramana Juvvadi, Manager

STATE OF TEXAS                   §  
   §  
COUNTY OF \_\_\_\_\_ §

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

**GIVEN UNDER MY HAND AND SEAL OF OFFICE**, this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public in and for the State of Texas

STATE OF TEXAS                   §  
   §  
COUNTY OF \_\_\_\_\_ §

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

**GIVEN UNDER MY HAND AND SEAL OF OFFICE**, this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public in and for the State of Texas



**Exhibit A****Property**

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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



## **Exhibit B**

## Trail Improvements



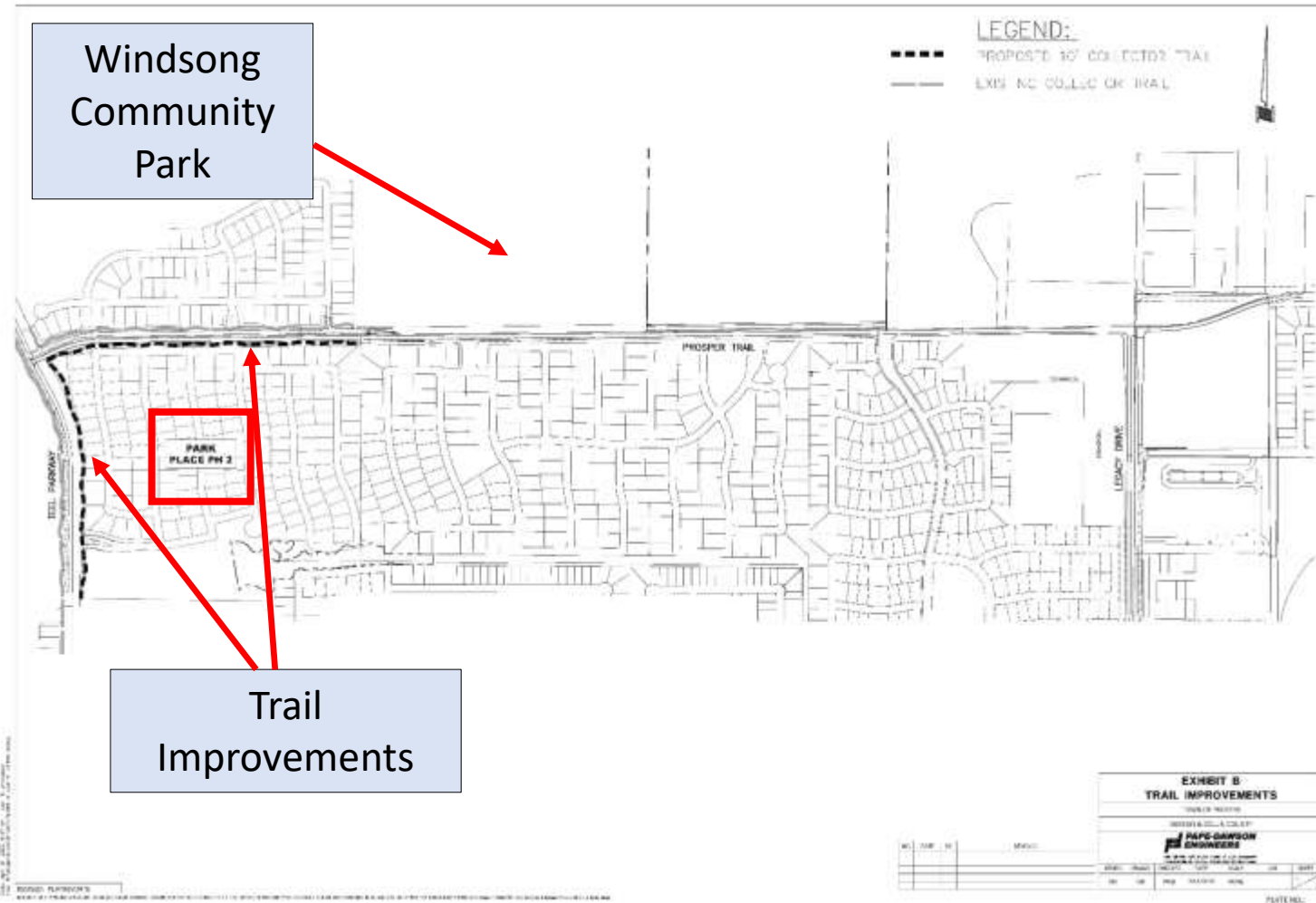
Exhibit B – Trail Improvements  
(Park Place Ph 1)



## History

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





## Subdivision Ordinance Section 6

### Park Improvement Fees

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

### Parkland Dedication Fees

- 1 acre per 35 residential units

OR

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



## Park Improvement Fees

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

## Parkland Dedication Fees

Park Place Phase 2 - 166 lots @ 1 acre per 35 units = 4.742857 acres x \$90,018 = \$426,955.37

**Total Fees Owed: \$675,955.37**



Requested Park Fee Credits / Reimbursement – Upsized Sidewalk

\$115,463.80

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





## PARKS AND RECREATION DEPARTMENT

**To:** Mayor and Town Council

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

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

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

**Town Council Meeting – May 27, 2025**

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

**Agenda Item:**

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

**Description of Agenda Item:**

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

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

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

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



**Budget Impact:**

Park Improvement Fees set forth in this Agreement:

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

Parkland Dedication Fees set forth in this Agreement:

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

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

**Legal Obligations and Review:**

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

**Attached Documents:**

1. Park Improvement Fee Agreement for Park Place Phase 2

**Town Staff Recommendation:**

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

**Proposed Motion:**

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



**After Recording Return to:**

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

**PARK IMPROVEMENT FEE AGREEMENT**  
 (PARK PLACE PHASE 2)

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

**W I T N E S S E T H:**

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

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

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

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

**2. Trail Improvements Credits.**

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

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



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

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

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

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

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

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



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

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

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

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

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

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



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

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

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

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

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

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

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

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



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

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

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

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

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

**22. No Third Party Beneficiaries.** Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]



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

**TOWN:**

TOWN OF PROSPER, TEXAS

By: \_\_\_\_\_  
Mario Canizares, Town Manager

**STATE OF TEXAS**                   §  
   §  
**COUNTY OF COLLIN**           §

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

**GIVEN UNDER MY HAND AND SEAL OF OFFICE**, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public in and for the State of Texas

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



**DEVELOPER:**

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

By: \_\_\_\_\_  
William C. Shaddock, Jr., Manager

STATE OF TEXAS                   §  
   §  
COUNTY OF \_\_\_\_\_ §

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

**GIVEN UNDER MY HAND AND SEAL OF OFFICE**, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public in and for the State of Texas



**Exhibit A****Property**

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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



## Exhibit B

### Trail Improvements

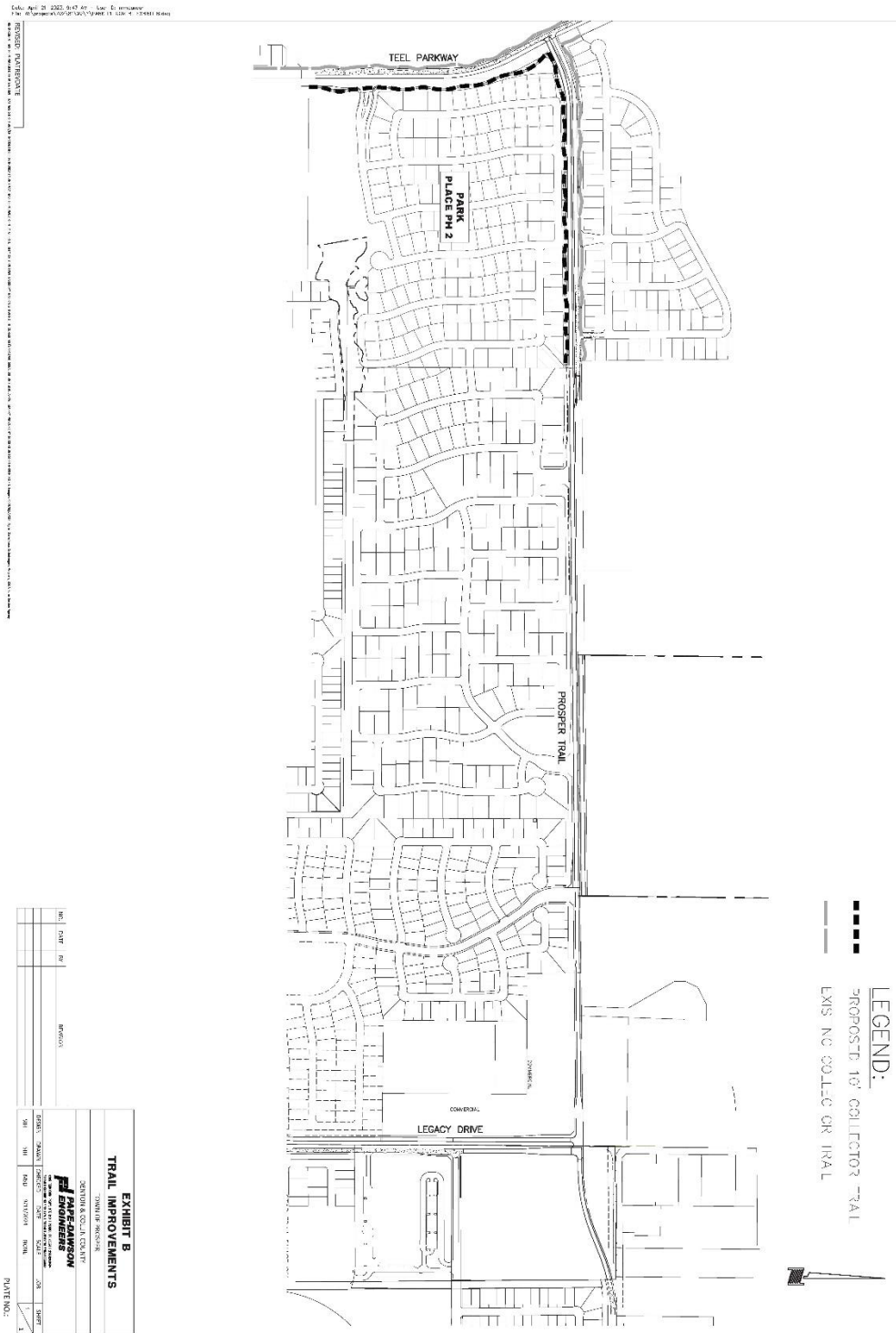


Exhibit B – Trail Improvements  
 (Park Place Ph 2)



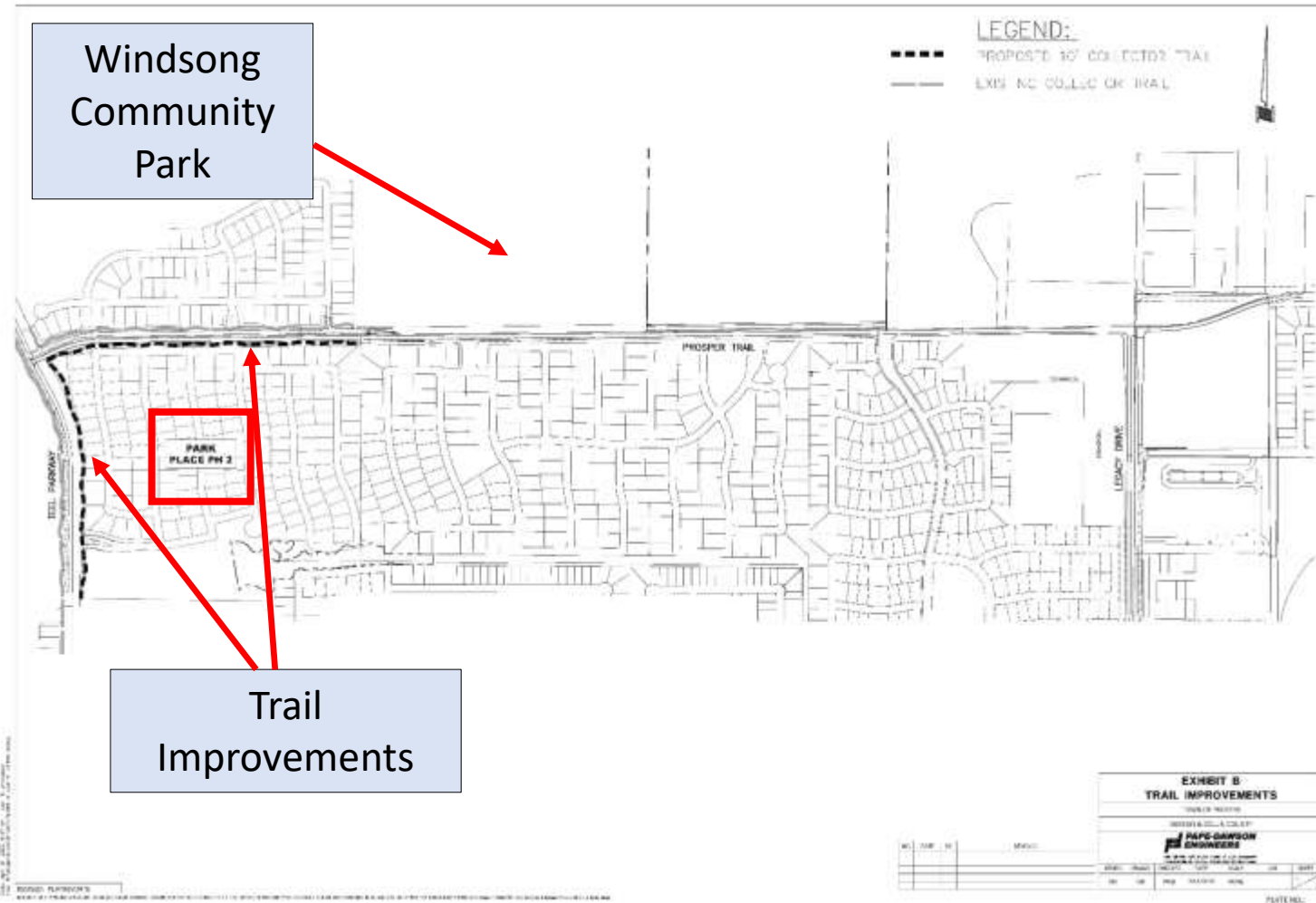




## History

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





## Subdivision Ordinance Section 6

### Park Improvement Fees

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

### Parkland Dedication Fees

- 1 acre per 35 residential units

OR

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



## Park Improvement Fees

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

## Parkland Dedication Fees

Park Place Phase 2 - 166 lots @ 1 acre per 35 units = 4.742857 acres x \$90,018 = \$426,955.37

**Total Fees Owed: \$675,955.37**



## Requested Park Fee Credits / Reimbursement – Upsized Sidewalk

\$115,463.80

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